

WESTERN KENTUCKY GAS COMPANY

RECEIVED

Continuing Construction Agreement

JAN 31 1973

THIS CONTRACT, entered into this 1st day of January, 1973, by and between Western Kentucky Gas Company, hereinafter known as the "Company", and GREGORY PIPING COMPANY, hereinafter known as the "Contractor".

PUBLIC SERVICE COMMISSION  
ENGINEERING DIVISION

WITNESSETH:

WHEREAS, the Company desires to contract for the construction and maintenance (additions and replacements) of facilities in the gas distribution system known as the Paducah District, exclusively, operated by them, (1) to plow-in and fusion join plastic pipe, (2) to ditch, weld, and lay and backfill steel pipe, and (3) to perform construction or maintenance work on a "per hour" basis for plastic or steel pipe as may be designated by the Company, herein called the "Work". Said work to be performed under this Contract shall be in accordance with the Company's Specifications (attached) and standards, and,

WHEREAS, the Contractor has represented themselves as willing to do such work, are properly equipped, and engaged in the type of work performed thereunder.

NOW THEREFORE, in consideration of the mutual covenants herein expressed, the parties agree as follows:

1. The Contractor shall furnish adequate labor and equipment to perform such work under normal conditions as shall be assigned by the Company's manager, in the area where work is being performed.
  - A. Contractor shall furnish necessary equipment to complete work within a reasonable time.
  - B. Any equipment used by Contractor which is owned by the Company shall be invoiced on a per-hour basis established by the Company.
2. The Company agrees to make available to the Contractor certain other equipment, such as by-pass equipment, tapping machine, as when available for intermittent use, at no cost to the Contractor.
3. All labor hired to perform work under this Contract shall be under the sole supervision of the Contractor. The Contractor's crew, as a unit, shall be accountable to a competent supervisor, or inspector, designated by the Company, and will proceed with work under his general direction. Major interruptions of service, shutoffs, or pressure reductions necessary in the performance of this Contract will be done at the direction and under the supervision of the Company's representative only. Responsibility will

lie with the Company in cases where the Contractor requests such direction and supervision.

3-A. Western Kentucky Gas Company has an Affirmative Action Program designed to prohibit discrimination on the basis of race, creed, color, religion, sex or national origin.

We are required under Executive Order 11246 to insure that our subcontractors are also non-discriminatory on the same basis.

- 4. The Company, at its own cost, shall supply all permits required in connection with the work covered by this Contract, excluding trucking permits.
- 5. The materials used in carrying this work to completion shall be normally furnished by the Company. Materials furnished by the Contractor shall be billed for at cost plus Twentypercent ( 20%).
- 6. Normal "Unit Prices" to include labor, tools and equipment necessary to complete work under normal conditions. Exceptions to include rock, areas requiring saws or special equipment to remove, highways or railroad crossings (requiring special equipment). Exceptions to the agreed "Unit Prices" shall be agreed upon prior to the start of construction project.

<u>A. Unit Prices per Lineal Foot</u>		<u>Pipe Size</u>
<u>Plastic</u>	<u>Steel</u>	
80¢ <u>SL w/YL 70¢</u>	<u>\$1.00 SL w/YL 90¢</u>	3/4"
80¢ <u>SL w/YL 70¢</u>	<u>\$1.00 SL w/YL 90¢</u>	1"
Backhoe <u>95¢; Trench 70¢</u>	<u>\$1.00 SL w/YL 90¢</u>	1-1/4" or 1-1/2"
Backhoe <u>95¢; Trench 70¢</u>	<u>\$1.05</u>	2"
	<u>\$1.25</u>	3"
<u>XXXX</u>	<u>\$1.35</u>	4"
<u>XXXX</u>	<u>\$1.60</u>	6"
<u>XXXX</u>	<u>\$1.95</u>	8"
Adaptor	\$3.00	
Welds	\$4.25	
Riser	\$4.00	
Extra Depth 12¢ Per Foot		

- B. Push, bore, tunnel sidewalks, driveways, streets highways or railroad crossings where no casing is required.

<u>Unit Prices per Lineal Foot</u>		<u>Pipe Size</u>
<u>Plastic</u>	<u>Steel</u>	
<u>\$2.00</u>	<u>\$2.00</u>	2"
<u>\$3.00</u>	<u>\$3.00</u>	3"
<u>XXXX</u>	<u>\$4.00</u>	4"
<u>XXXX</u>	<u>\$6.00</u>	6"
<u>\$XXXX</u>	<u>\$8.00</u>	8"
<u>XXXX</u>	<u>\$10.00</u>	10"

- C. Push, bore or tunnel highways or railroad crossings and install, seal and vent casings.

<u>Unit Prices per Lineal Foot</u>		<u>Casing Size</u>
<u>Plastic</u>	<u>Steel</u>	
<u>\$3.25</u>	<u>\$3.25</u>	2"
<u>\$4.30</u>	<u>\$4.30</u>	3"
<u>XXXX</u>	<u>\$5.40</u>	4"
<u>XXXX</u>	<u>\$7.50</u>	6"
<u>XXXX</u>	<u>\$9.75</u>	8"
<u>XXXX</u>	<u>\$11.85</u>	10"
	<u>\$12.90</u>	12"

- D. Additional charges for items related but not included in "Unit Prices".

	<u>Price pe Square F</u>
(1) Removing concrete sidewalks, roadways, etc.	
a. 4-inch thick	<u>\$1.35</u>
b. 6-inch thick	<u>\$1.85</u>
c. 8-inch thick	<u>\$2.85</u>
d. Each additional 2-inch thickness	<u>55¢</u>

(2)	Replacing concrete sidewalks, roadways, etc.	<u>Price per Square Foot</u>
a.	4-inch thick	<u>\$1.35</u>
b.	6-inch thick	<u>\$1.85</u>
c.	8-inch thick	<u>\$2.10</u>
d.	Each additional 2-inch thickness	<u>80¢</u>
(3)	Rock excavation (drilling and blasting required)	
	<u>Price per Cubic Foot</u>	<u>\$1.60</u>
(4)	Removing asphalt	
	<u>Price per Square Foot</u>	<u>\$1.25</u>
(5)	Replacing asphalt	
	<u>Price per Square Foot</u>	<u>\$1.60</u>
(6)	Install stopper fittings (per attached Exhibit (a))	
2"	<u>\$25.00</u>	
3"	<u>\$30.00</u>	
4"	<u>\$35.00</u>	
6"	<u>\$40.00</u>	
8"	<u>\$50.00</u>	
(7)	Service Taps (Install and Tap-Out)	
3/4"	<u>\$8.50</u>	
1"	<u>\$8.50</u>	
1-1/4"	<u>\$9.50</u>	
2"	<u>\$12.50</u>	

(8) Install valve or insulating flanges

2"	<u>\$25.00</u>
3"	<u>\$30.00</u>
4"	<u>\$40.00</u>
6"	<u>\$50.00</u>
8"	<u>\$55.00</u>

(9) Install Curb stop and box

3/4"	<u>\$3.00</u>
1"	<u>\$3.00</u>
1-1/4"	<u>\$3.00</u>
2"	<u>\$3.00</u>

(10) The Company agrees to pay Contractor for the performance of work on a "Per Hour" basis, as follows:

EQUIPMENT

<u>EQUIPMENT</u>	<u>PER HOUR</u>
Air Compressor	\$3.75
Welding Machine	\$3.25
Winch Truck	\$2.50
Backhoe Front Endloader	\$5.50
450 Crawler Endloader	\$6.50
Flat Bed Truck	\$6.00
Pickup Truck	\$2.75
Tamper	\$2.00
Tractor & Lowboy	\$15.00
Water Pump	\$1.75
Trencher R-60	\$11.00
Trencher J-20	\$6.50
Hy Hoe Backhoe	\$12.00
Cleveland Trencher	\$12.00
450 Side Boom	\$10.00

<u>EQUIPMENT</u>	<u>PER HOUR</u>
Drilling Equipment	\$6.50
1/2 Track	\$6.50
Hoist Truck	\$11.00
Backfill Tractor	\$6.50
Dozer (Big)	\$10.00
Dozer (Little)	\$6.50
* THE FOLLOWING WAGES ARE SUBJECT TO CHANGE AS NEW CONTRACTS ARE APPROVED	
Foreman	\$11.09
Welder	\$10.59
Welder Helper	\$7.47
Operator	\$9.29
Truck Driver	\$7.07
Laborer	\$6.15
* 3-Man Crew	\$41.75

- 7. The Contractor shall submit, in duplicate, invoices bi-weekly for work completed, and the Company shall make payment as soon as possible after receipt.
  - A. The Company, at its discretion, may retain ten percent (10%) of cost of any work performed under this Contract.
- 8. The Contractor assumes the responsibility for injuries or damages to persons or property suffered during the actual performance of the work.
- 9. The Contractor shall not be held responsible for future failures of devices or materials used in fulfilling this Contract.
- 10. The Contractor shall perform all work in accordance with the Company's General Specifications.
- 11. The Contractor agrees to carry policies of insurance in amounts as follows:

	<u>Minimum Limits of Liability</u>	
	<u>Bodily Injury</u>	<u>Property Damage</u>
A. Workmen's Compensation	Statutory	Nil
B. Comprehensive:		
General Liability- <i>ea.</i> person	\$100,000	\$100,000
- <i>ea.</i> accident	100,000	100,000
-aggregate	300,000	300,000
C. Contractual		
- <i>ea.</i> person	\$100,000	\$100,000
- <i>ea.</i> accident	100,000	100,000
-aggregate	300,000	300,000

to comply with all applicable wage and hour laws and to pay Social Security taxes due on account of wages paid.

IN WITNESS WHEREOF, the parties have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

WITNESS:

*W. R. Wood*

WESTERN KENTUCKY GAS COMPANY

By *W. R. Stanger*

*Walter Brum*  
(Contractor)