

CONSTRUCTION CONTRACT

This Construction contract made and entered into this 11 day of 04, 2018, between LIKENS PLUMBING, with a mailing and business address as P.O. Box 4, 201 N. Broadway Street, Beaver Dam, Kentucky 42320, a business licensed as a contractor in the Commonwealth of Kentucky ("contractor"), and the County of Ohio County, Kentucky, a municipal corporation, with a mailing and business address being 130 E. Washington Street, Hartford, Kentucky, ("County").

RECITALS

A. In accordance with law, the County has requested work to be performed for the County as described by the attached AOC Work Order Request (Exhibit A).

B. Contractor, in response to the above request has submitted a proposal to the County for the hereinafter described work. A copy of the Contractor's proposal is attached hereto as Exhibit B and incorporated herein by reference.

C. County has decided to accept the proposal submitted by Contractor considering the agreement of the terms contained herein and the proposal received.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this contract, the parties agree as follows:

SECTION ONE. STATEMENT OF WORK

Contractor shall: (a) furnish all tools, equipment, supplies, superintendence, transportation and other construction accessories, services and facilities; (b) furnish all materials, supplies and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and skillful workmanlike manner and in accordance with the provisions of the contract documents; (d) execute, construct and complete all work included in and covered by County's and AOC's award of this contract to Contractor, this award being based on the acceptance by County of Contractor's proposal as described on Exhibit B. The work is described in this contract and on Exhibit A and B which Contractor has agreed to abide by and the Exhibits of which are incorporated herein by reference; and (e) detective work shall be replaced and/or repaired in a timely manner.

SECTION TWO. COMPENSATION

County shall pay Contractor for the performance of the work specified in this contract, and contractor shall accept as full compensation for this performance, the sum of Seventeen Thousand Dollars (\$17,000.00). Payment shall be made to Contractor as follows: (a) The first draw shall be in the sum of \$ 6,000.00 upon which Contractor will begin his work immediately thereafter; (b) the second draw (\$ 6,000.00) shall be at a time when the contract is at least fifty percent (50%) completed and the work is satisfactory to the County; and (c) the final draw (\$ 5,000.00) shall be at the completion of the work to be performed so long as same is finished and approved by the Ohio County Judge Executive. The Contractor has taken into consideration the price of materials, equipment and labor to be used in the completion of this contract and

understands that County shall not be responsible in any way for any increase in the cost of same and that Contractor shall not be paid any additional compensation for any increase.

SECTION THREE. COMPLETION DATE

A. The work specified in this contract shall begin on or before July 1, 2018 and shall be completed on or before December 31, 2018.

B. Liquidated damages of One Hundred Dollars (\$100.00) per working day will be deducted from Contractor's final bid price if the work is not completed prior to expiration of the time limit specified above or of all time extensions granted by County.

SECTION FOUR. CHANGES

All clauses of this contract shall apply to any changes, omissions, or additional work in like manner and to the same extent as to the work contracted for, and no changes, omissions, or additional work shall annul or invalidate this contract. Further any and all change orders must be approved in writing by the Ohio County Judge Executive and Treasurer. Any changes, omissions or additional work compensation shall be stated in writing in the change order signed by the aforementioned. Change orders shall include the any substitutions of any products and/or materials. Contractor understands that it will not be paid for any change orders not signed by the Judge Executive and Treasurer and/or any that do not include the specific amount of additional compensation.

SECTION FIVE. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this project, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

SECTION SIX. IDEMNITY AND INSURANCE

Contractor agrees to indemnify and hold owner, owner's employees, officials and agents, wholly harmless from any damages, claims, demands or suit, including but not limited to workers compensation, by any person or persons arising out of any acts or omissions by contract, contractor's agents, servants or employees in the course of any work done in connection with any of the matters set out in this contract and exhibits, and contractor shall carry, at contractor's own expense, workers compensation, employers' liability, auto liability and public liability insurance in a company satisfactory to owner to cover the above mentioned liabilities and provide a copy of the insurance coverage to County.

The contractor and if applicable, any subcontractors, shall, during the continuance of the work under this contract, including extra work in connection with the contract maintain worker's compensation, employers' liability insurance, auto liability insurance and public liability insurance as noted above.

SECTION SEVEN TERMINATION OF CONTRACT BY COUNTY

At any time, should Contractor refuse or neglect to supply a sufficiency of properly skilled workers, or of materials of proper quality, or fail in any respect to conduct work with promptness and diligence, or fail in the performance of any of the agreements contained in this instrument, such refusal, neglect, or failure being certified by another contractor, County shall be at liberty, after Fifteen (15) days' written notice to Contractor, to provide any such labor or materials, and to deduct the cost from any money then due or to become due to Contractor under this contract. If the other contractor shall certify that such refusal, neglect, or failure is sufficient ground for such action, County shall be at liberty to terminate the employment of Contractor for the work and to enter on the premises and take possession, for purpose of completing the work included under this contract, of all materials, tools, and appliances and to employ any other person, or persons to finish the work, and to provide materials for the workers. In case of such discontinuance of employment of Contractor, Contractor shall not be entitled to receive any further payment under this contract until the work shall be wholly finished, at which time. If the unpaid balance of the amount to be paid under this contract shall exceed the expenses incurred by County in finishing the work, the excess shall be paid by County to Contractor. However, if the expenses shall exceed the unpaid balance, Contractor shall pay the difference to owner. The expenses incurred by owner as provided, either for furnishing materials or for finishing the work, and any damage incurred through such default shall be audited and certified by another contractor, whose certificate shall be conclusive on the parties.

SECTION EIGHT. ASSIGNMENT OR SUBLETTING OF CONTRACT

Contractor shall not assign, or transfer this contract, or any interest in or any part of this contract, without consent in writing of a majority of the Ohio County Fiscal Court.

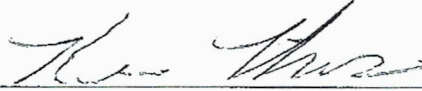
SECTION NINE. BINDING EFFECT OF AGREEMENT

All the terms and conditions of this contract shall be binding on County and Contractor, and their respective heirs, legal and personal representatives, successors and assigns.

The parties have executed this contract in Hartford, Kentucky the day and year first above written.

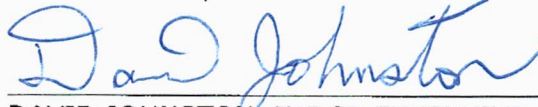
CONTRACTOR:

LIKENS PLUMBING



BY: KEVIN LIKENS

OHIO COUNTY, KENTUCKY



By:

DAVID JOHNSTON, JUDGE EXECUTIVE

Attest:



ANNE MELTON