

Ohio County Fiscal Court
October 08, 2024 5:00 PM
Ohio County Community Center
Hartford, KY

Attendance Taken at 5:00 PM:

Present Board Members:

Michael McKenney
Bo Bennett
David Johnston
Bryan Daniel
Larry Morpew

Absent Board Members:

Jason Bullock

I. Call to Order Judge Executive David Johnston

I.A. Prayer and Pledge to American Flag

II. Bills, Claims, Payments and Transfers

Motion Passed: Bills, Claims, Payments and Transfers stand approved as presented passed with a motion by Michael McKenney and a second by Bo Bennett.

5 Yeas - 0 Nays.

Michael McKenney	Yes
Jason Bullock	Absent
Bo Bennett	Yes
David Johnston	Yes
Bryan Daniel	Yes
Larry Morpew	Yes

III. September 2024 Treasurer's Financial Statement

Motion Passed: Acknowledged having received the Treasurer's September 2024 Financial Statement passed with a motion by Larry Morpew and a second by Michael McKenney.

5 Yeas - 0 Nays.

Michael McKenney	Yes
Jason Bullock	Absent
Bo Bennett	Yes
David Johnston	Yes
Bryan Daniel	Yes
Larry Morpew	Yes

IV. Paradise Park - PDI Ray Hagerman

Discussion:

The Paradise Park Regional Authority received a PDI grant in the amount of \$745,000.00. Ohio County Fiscal Court is 1 of 6 partners in the Paradise Park Regional Industrial Development Authority. Expansion on lot 12 is a metal equipment manufacturer that will bring in 250 new jobs and 53 existing jobs. Companies are subject to 1% occupational tax. Payback to be in 4 years plus annually for at least another 11 years.

Motion Passed: Committee for PDI Paradise Park Ohio County with members being Rip Wright, Anne Melton, Michael McKenney, and Brian Daniel passed with a motion by David Johnston.

5 Yeas - 0 Nays.

Michael McKenney	Yes
Jason Bullock	Absent
Bo Bennett	Yes
David Johnston	Yes
Bryan Daniel	Yes
Larry Morpew	Yes

V. Approve September 24, 2024 and October 2, 2024 Minutes

Motion Passed: Approved September 24, 2024 regular and October 2, 2024 Special Call Minutes passed with a motion by Bo Bennett and a second by Michael McKenney.

5 Yeas - 0 Nays.

Michael McKenney	Yes
Jason Bullock	Absent
Bo Bennett	Yes
David Johnston	Yes
Bryan Daniel	Yes
Larry Morphey	Yes

VI. Tourism Report - Jody Flener

Discussion:

The Jerusalem Ridge Festival was good. Weather created low attendance. There were 720 in attendance. Totals: Revenue:\$48,253 and Expenses:\$75,000.00 with a loss of \$32,088.00 for the 2024 Jerusalem Ridge Festival.

VII. Owensboro, Ohio County Beagle Club

VIII. Ordinance 2020-5 Maintenance 2nd Reading

Discussion:

Will be addressed at the next Fiscal Court Meeting as their County Attorney is not present and our second District Magistrate.

Motion Passed: Approved to table the second reading for the Amendment of Maintenance Ordinance 2020-5 passed with a motion by Michael McKenney and a second by Bryan Daniel.

5 Yeas - 0 Nays.

Michael McKenney	Yes
Jason Bullock	Absent
Bo Bennett	Yes
David Johnston	Yes
Bryan Daniel	Yes
Larry Morphey	Yes

IX. Subordination Agreement - Kentucky Whiskey Company LLC

Motion Passed: Approved to sign the Subordination Agreement with Kentucky Whiskey Company LLC passed with a motion by Bo Bennett and a second by Michael McKenney.

5 Yeas - 0 Nays.

Michael McKenney	Yes
Jason Bullock	Absent
Bo Bennett	Yes
David Johnston	Yes
Bryan Daniel	Yes
Larry Morphey	Yes

X. Oracle Elevator Maintenance Lease

Motion Passed: Approved the 5-year Maintenance Lease with Oracle to auto renew in 5 years with the Courthouse at \$870.00 semiannually, and the Community Center at \$2,220 semiannually passed with a motion by Larry Morphey and a second by Bryan Daniel.

5 Yeas - 0 Nays.

Michael McKenney	Yes
Jason Bullock	Absent
Bo Bennett	Yes
David Johnston	Yes

Bryan Daniel Yes
Larry Morpew Yes

XI. Road Department Dump Truck Bid

Motion Passed: Approved Dump Truck bid from Worldwide Equipment for a single axle dump truck in the amount of \$152,456.00 Authorize County Treasurer to issue check(s). One bid was received passed with a motion by Michael McKenney and a second by Bo Bennett.

5 Yeas - 0 Nays.

Michael McKenney Yes
Jason Bullock Absent
Bo Bennett Yes
David Johnston Yes
Bryan Daniel Yes
Larry Morpew Yes

XII. Park Personnel

Motion Passed: Approved Paisley Beatty as part time park Clerk at level 1 at \$13.99 per hour effective October 6, 2024, passed with a motion by David Johnston.

5 Yeas - 0 Nays.

Michael McKenney Yes
Jason Bullock Absent
Bo Bennett Yes
David Johnston Yes
Bryan Daniel Yes
Larry Morpew Yes

XIII. Engineering For the CCBIP

Motion Passed: Approved for the Judge Executive to sign agreement for an Engineer for Shreve Bridge and Quarterhorse Bridge for the City and County Bridge Improvement Program passed with a motion by Larry Morpew and a second by Bryan Daniel.

5 Yeas - 0 Nays.

Michael McKenney Yes
Jason Bullock Absent
Bo Bennett Yes
David Johnston Yes
Bryan Daniel Yes
Larry Morpew Yes

XIV. Committee Reports


- XV. Magistrate's Comments and Requests**
XV.A. District 1 - Magistrate Michael McKenney
XV.B. District 2 - Magistrate Jason Bullock
XV.C. District 3 - Magistrate Bo Bennett
XV.D. District 4 - Magistrate Bryan Daniel
XV.E. District 5 - Magistrate Larry Morpew

XVI. Citizen's Comments

XVII. Adjournment

Judge Executive

Ohio County Fiscal Court Clerk

	Ohio County Fiscal Court Meeting REGULAR Judge Executive - David Johnston				
Michael McKenney Magistrate District 1	Jason Bullock Magistrate District 2	Bo Bennett Magistrate District 3	Bryan Daniel Magistrate District 4	Larry Morpew Magistrate District 5	Justin Keown County Attorney
Ohio County Fiscal Court Meeting October 8, 2024 5:00pm <ol style="list-style-type: none">1. Call to Order Prayer and Pledge2. Approve September 24, 2024 and October 2, 2024 Minutes3. Bills, Claims, Payments and Transfers4. Treasurer's September 2024 Financial Statement5. Paradise Park – PDI Ray Hagerman6. Ordinance 2020-5 Maintenance (Amendment) 2nd Reading7. Subordination Agreement – Kentucky Whiskey LLC8. Oracle Maintenance Lease9. Dump Truck Bid10. Personnel11. Closed Session Under KRS 61.810 Chapter 1 Section C & F12. Committee Reports13. Magistrates and County Officials Comments and Requests14. Citizens Comments15. Adjournment					

SUBORDINATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned is the holder of a mortgage lien on property located at 1880 Old Liberty Church Road, Beaver Dam, Ohio County, Kentucky, by mortgage from The Kentucky Whiskey Company, LLC, dated July 19, 2022, of record in Mortgage Book 622, page 1, in the Ohio County Clerk's Office; and

WHEREAS, the undersigned wishes to confirm its willingness to subordinate the lien,

NOW, THEREFORE, in consideration of the premises, the undersigned, Ohio County, Kentucky, a body public, acting through the Ohio County Fiscal Court, at 130 East Washington Street, Suite 209, Hartford, Kentucky 42347, does hereby subordinate its mortgage lien as set forth above to the subsequent mortgage on the said property in favor of Independence Bank of Kentucky, at 76 South Green St, Henderson, Kentucky 42420, from The Kentucky Whiskey Company, LLC, dated _____, 2024, of record in Mortgage Book _____, page _____, in the Ohio County Clerk's Office.

Witness the duly authorized signature of David Johnston,

Ohio County, Kentucky, a body public, acting through the Ohio County Fiscal Court, this 8th
day of October, 2024.

By: *David Johnston*
Title: David Johnston
Judge Executive

STATE OF KENTUCKY

COUNTY OF OHIO

The foregoing Subordination Agreement was acknowledged before me by
David Johnston, Ohio County, Kentucky, a body public, acting through the Ohio
County Fiscal Court this 8th day of October, 2024.

Notary Public *Annemulton*
My commission expires: 11/22/26
Notary ID No.: 62248

This instrument prepared by:

W.C. Wilson III
Neel, Wilson & Clem, PLLC
9 S. Main St.
Henderson, KY 42420



ElevatedFacilityServices.com

STANDARD MAINTENANCE AGREEMENT

PURCHASER CUSTOMER:

Company Name: Ohio County Courthouse
Address: 130 E Washington St
City/State/Zip Code: Hartford, KY 42347

CONTRACTOR:

Proper corporate name of legal entity, e.g., Oracle Hold Co, Inc.

Referred to herein as "Elevated" or "Contractor"

4523 Knopp Ave.

Louisville, KY 40213

Proposal Date: 9/24/2024

STANDARD MAINTENANCE AGREEMENT



ElevatedFacilityServices.com

EQUIPMENT TO BE MAINTAINED

Elevated agrees to maintain customer's elevator equipment as outlined in this agreement. We will strive to provide a comprehensive maintain program to maximize the performance, safety, and life span of your equipment.

Building Name	Building Address	Unit	Manufacture	Type	Capacity	State Number
Ohio County Courthouse	130 E Washington St Hartford, KY 42347	1	Dover	Hydro	2100	15407

STANDARD MAINTENANCE AGREEMENT



ElevatedFacilityServices.com

We will examine your elevator for optimum operation:

- Control and landing position systems.
- Signal Fixtures.
- Machine, drives, motors, governors, sheaves, and ropes.
- Power units, pumps, valves, and mufflers.
- Car and hoist way door operating devices and door protection equipment.
- Load weighers, car frame, and counterweights.
- Safety Mechanisms.
- Lubricate equipment for smooth and efficient performance.
- Adjust elevator parts and components to maximize performance and safe operation.
- Document all work performed on Maintenance.

Standard Coverage Parts Replacement

Repair or replace minor components or other consumables that are worn due to normal wear and tear and are readily available in the market. Examples include but are not limited to plug-in relays, resistors, rectifiers, glass or mini fuses, door gibbs, release roller only, door contacts (both moveable and stationary) selector guides and call button lights. Major repairs are not included and are defined as any such repair requiring disassembly, full replacement, or requiring a team, technician, and helper to complete the work.

Annual Safety Testing

Test equipment as outlines in the American National Safety Code for Elevators and Escalators, ANSI A17.1, current edition as of the effective date of this agreement. Safety testing is not included unless otherwise specified in the addendum. You agree to pay for any cost of a third-party inspector or inspection fees unless otherwise stated in the addendum section of this agreement.

Quality Assurance.

To help increase your elevator performance and decrease downtime, our technicians utilize the latest industry methods and technology available to us for your specific brand of elevator. They will be equipped with the tools and documentation and knowledge to troubleshoot your unique system, as well as to a comprehensive parts replacement system.

Elevated maintains a comprehensive parts inventory to support our field operations. Replacement parts are stored in our convenient regional locations are normally available as necessary. Most specialized parts are available as necessary. Most specialized parts are available within 24 hours, seven days a week. All replacement parts used in your elevators will be new or refurbished to meet the quality standards of Elevated.

In a Timely and Responsive Manner.

We visit your elevators on a regular and systematic basis. These visits will be performed during normal business hours, Monday through Friday 8:00am to 4:30pm (excluding travel time). For all service request, please call our dispatch location at 817-701-2400

After Hours Service Request.

On service request outside of normal business hours for services covered under this Agreement, you will be responsible for the straight time cost and the overtime cost of labor unless otherwise specified in the addendum. Labor cost includes travel time, travel expenses and time spent on job.

STANDARD MAINTENANCE AGREEMENT



ElevatedFacilityServices.com

TERMS OF SERVICE

Product Information. Customer agrees to provide Elevated with the current wiring diagrams that reflect all changes, parts, catalogs, and maintenance instructions for the equipment covered by this agreement. Customers agrees to authorize Elevated to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back-up of the software embodied therein. These items will remain your property.

Safety. Customer agrees to instruct or warn passengers in the proper use of the elevator and to keep the elevators under continued surveillance by competent personnel to detect irregularities in operation or appearances of equipment, notify Elevated at once and keep the equipment. You agree to report immediately any condition that may indicate the need for correction before the next regular examination. You agree to shut down the equipment immediately upon manifestation of any irregularities in operation or appearances of equipment, notify us at once, and keep the equipment shutdown until the completion of any repairs. You agree to provide our personnel a safe place in which to work. We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. You agree to provide a suitable machine room including secured doors, waterproofing, lighting, ventilation, and heat to maintain the room temperature between 50 degrees F minimum to 90 degrees F maximum. You also agree to always maintain the elevator pit in a dry condition. Should water or other liquids become present, you will contract with others for removal and proper handling of such liquids.

Other. You agree to not permit others to make alterations, adjustments, or repairs or replace any component or part of the equipment during the term of this Agreement. You agree to accept our judgment as to means and methods to be employed for any corrective work under this Agreement, when Elevated's inspection of a piece of equipment serviced under this Agreement reveals an operational problem which jeopardizes the safety of the riding public, we may shutdown the equipment until such time as the operational problem is resolved. Elevated will immediately advise you in writing of such action, the reason for such action, and whether the proposed solution is covered by the terms of the Agreement. In the event of sale, lease or other transfer of the elevator(s) or equipment herein described herein, or the premises in which they are located, you agree to see that any successor is made aware of this Agreement and assumes and agrees to be bound by the terms hereof for the balance of the agreement and is responsible for the unpaid balance due for the full unexpired term of the agreement.

In consideration for Elevated performing the services, you expressly agree to indemnify, defend, save harmless, discharge, release and forever acquit Elevated, our officers, agents and employees from and against any and all claims, demands, suits, and proceedings brought against Elevated or our employees, including but not limited to loss, damage, injury or death that are alleged to have arisen from negligence of Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacturer, design, operation or condition of the equipment covered by this agreement, or the associated areas surrounding such equipment. Your duty to indemnify does not apply to claims or losses determined to be caused by or resulting from the negligence of Elevated or our employees. You recognize that your obligation to Elevated under this clause includes payment of all attorney's fees, court costs, judgments, settlements, interest, and any other expenses of litigation arising out of such claims or lawsuits.

STANDARD MAINTENANCE AGREEMENT



ElevatedFacilityServices.com

Items not Covered. We do not cover boards and motors, cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing, or replacement of cab enclosure, ceiling frames, panels, and or other fixtures, hoistway door panels, door frames, sills, car flooring, subflooring, floor covering, lighting fixtures, ceiling light bulbs or tubes, main line power switches, breaker(s), feeders to controller, hydraulic elevator jack outer casing, buried piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, communication devices, security systems not installed by us, batteries for emergency lighting and lowering, air conditioners, heaters, ventilation fans and all other items as set forth and excluded in this agreement. If any components will need to be prorated, these items shall be specifically listed on Addendum A.

To provide you with the maximum service from previous items in need of repair, we accept them in their present condition with the understanding that you are to pay for, as an extra, the items when they are first repaired. All deficiencies from previous state or city mandated inspections need to be corrected. You will be responsible for the cost of all previous state or city mandated inspection deficiency corrections if Elevated must perform the repair to correct the deficiency. You will be responsible for the cost of any pre-existing condition repairs. Elevated will submit a quote for any previous state or city inspection corrections and/or pre-existing repairs.

Other Conditions. With the passage of time, equipment technology and designs will change. We will not be required to make any changes or recommendations to the existing design or function of the equipment. We shall not be obligated to service, make renewals or repairs by reason of obsolescence, misuse of equipment, another's negligence, loss of power, blown fuse(s), tripped stop switch(es), theft, vandalism, explosion, fire, power failure, water damage, storm, lightning, nuisance calls, acts of civil or military authorities, strikes, lockouts, acts of God or nature, or any other reason or cause beyond our control. In the event any component of the elevator becomes obsolete or outmoded, or is no longer manufactured by the original manufacturer, it shall be your obligation to replace the obsolete or outmoded component at your expense. We will not be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, any governmental agency or authority, or any third party. It is the owner's responsibility to supply any proprietary software or hardware that may be needed. Should your equipment require any safety tests on the commencement date of this agreement, Elevated assumes no responsibility for the operation of the governor or safeties on traction elevators, or the hydraulic system on hydraulic elevators until the test has been made. We shall not be liable for damage to the building structure resulting from the performance of safety tests. Should the equipment fail any of the required tests, it shall be your sole responsibility to make necessary repairs and to place the equipment in a condition that will be acceptable for coverage under the terms of this agreement.

Elevated shall not be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God or nature, or any cause beyond its control, and in no event shall Elevated be liable for any damages, any consequential, special, or indirect damages. In the event a third party is retained to enforce this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees. You hereby waive trial by jury in any action against us and do further hereby consent that venue of any proceeding or lawsuit under this agreement shall be in the jurisdiction of the contracted equipment. In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this agreement. Our rights under this agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any rights under this agreement.

STANDARD MAINTENANCE AGREEMENT



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Payment Terms. If you choose to pay monthly or quarterly in advance, please add 3%. Select below.

Monthly Quarterly

Term. This agreement is effective for Five (5) years starting on date of signed acceptance and is non-cancellable. To ensure continuous service, this agreement will automatically renew for Five (5) years, unless either party timely serves written notice upon the other party's intentions to cancel at least ninety (90) days before the end of the initial Five (5) year period. Notice should be sent by certified mail and a return receipt is requested. If Customer unilaterally terminates agreement, it is agreed that Customer shall pay One hundred percent (100%) of the remaining contract value at the time of termination.

Contract Price. One Hundred Forty-Five Dollars; \$145.00 per month, payable semi-annually in advance.

Annual Price Adjustment. As the cost we incur for providing elevator service may increase, we may adjust the price of your service accordingly, annually effective on the anniversary date of this agreement. We will adjust your price based on the percentage change of operational costs such as increases to average wage rate of examiners, fuel costs, insurance costs (liability and group health) and metals index.

Overdue Invoices. A service charge of 1 ½ % per month, or the highest legal rate, whichever is less, shall apply to overdue accounts. If you do not pay any sum within sixty (60) days from the billing date, we may also choose to do the following: 1.) suspend all service until all amounts due have been paid in full, or 2.) declare all sums for the unexpired term of this agreement due immediately and terminate this agreement. If Elevated elects to suspend service, we shall not be responsible for any damages or injuries of persons or property arising from the lack of service. Upon resumption of service, you will be responsible for payment to Elevated for any costs we incur as a result of the suspension of service.

STANDARD MAINTENANCE AGREEMENT



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Acceptance. Your acceptance of this agreement and its approval by an authorized manager of Elevated Facility Services will constitute exclusively and entirely the agreement for the services herein described. All other prior representatives or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or similar document, the provisions of this agreement will govern in the event of a conflict.

No agent or employee shall have the authority to waive or modify any terms of this agreement without the written approval of an authorized Elevated Facility Services manager.

If applicable, your existing contract shall remain in full force and effect until this contract has been fully and properly executed by both parties.

A walk through of the equipment is required before the initial contract period begins to ensure that units are in proper working condition.

Full Corporate Name here: e.g., Oracle Hold Co.

Purchaser:

By: _____
Signature of Authorized Representative

By: _____
Signature of Authorized Representative

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

STANDARD MAINTENANCE AGREEMENT



ElevatedFacilityServices.com

BILL TO INFORMATION:

Company Name: Ohio County Fiscal Court
Address: 130 E. Washington St.; Suite 215
City/State/Zip Code: Hartford Ky, 42347

ACCOUNTS PAYABLE CONTACT:

Name: Patti Beatty
Phone Number: 270-298-4490
Email: treasurerclerk@ohiocountyky.gov

TAX STATUS:

Are you tax exempt? Yes No

If yes, please provide tax exempt certificate.

Do you require a Purchase Order be listed on your invoice? Yes No

If yes, please provide contact info for PO renewal:

Name:
Phone Number: Patti Beatty
Email: 270-298-4490
treasurerclerk@ohiocountyky.gov

Would you like Elevated to automatically debit your bank account for your maintenance invoices? Yes No

If yes, please provide blank check for bank routing and account information.

STANDARD MAINTENANCE AGREEMENT



ElevatedFacilityServices.com

FULL MAINTENANCE AGREEMENT

CUSTOMER:

Company Name: Ohio County Community Center
Address: 130 E Washington St
City/State/Zip Code: Hartford, KY 42347

CONTRACTOR:

Proper corporate name of legal entity, e.g., Oracle Hold Co, Inc.
Referred to herein as "Elevated" or "Contractor."

4523 Knopp Ave.
Louisville, KY 40213

Proposal Date: 9/24/2024

FULL MAINTENANCE AGREEMENT



ElevatedFacilityServices.com

EQUIPMENT TO BE MAINTAINED

Elevated agrees to maintain customer's elevator equipment as outlined in this agreement. We will strive to provide a comprehensive maintain program to maximize the performance, safety, and life span of your equipment.

Building Name	Building Address	Unit	Manufacture	Type	Capacity	State Number
Ohio County Community Center	130 E Washington St Hartford, KY 42347	1	TKE	Hydro	2100	5749
Ohio County Community Center	130 E Washington St Hartford, KY 42347	2	EC	Hydro	2100	5750

FULL MAINTENANCE AGREEMENT



ElevatedFacilityServices.com

We will examine your elevator for optimum operation:

- Control and landing position systems.
- Signal Fixtures.
- Machine, drives, motors, governors, sheaves, and ropes.
- Power units, pumps, valves, and mufflers.
- Car and hoist way door operating devices and door protection equipment.
- Load weighers, car frame, and counterweights.
- Safety Mechanisms.
- Lubricate equipment for smooth and efficient performance.
- Adjust elevator parts and components to maximize performance and safe operation.
- Document all work performed on Maintenance.

Full Coverage Parts Replacement

Repair or replace components worn due to normal wear, including controller components (excluding obsolescence), selectors, dispatching equipment, door operators, door protective devices (except mechanical safety edges), interlocks and hangers, machines, worms, gears, motors, motors, brushes, governors, pumps, pump motors, valves. Refer to "other conditions" sections for items not covered in this equipment.

Annual Safety Testing

Test equipment as outlines in the American National Safety Code for Elevators and Escalators, ANSI A17.1, current edition as of the effective date of this agreement. We will perform safety test on elevators once per year. You agree to pay for any cost of a third-party inspector or inspection fees. The Annual Safety Test is covered under this maintenance agreement.

Quality Assurance.

To help increase your elevator performance and decrease downtime, our technicians utilize the latest industry methods and technology available to us for your specific brand of elevator. They will be equipped with the tools and documentation and knowledge to troubleshoot your unique system, as well as to a comprehensive parts replacement system.

In a Timely and Responsive Manner.

We visit your elevators on a regular and systematic basis. These visits will be performed during normal business hours, Monday through Friday 8:00am to 4:30pm (excluding travel time). For all service request, please call our dispatch location at 800-526-6115.

After Hours Service Request.

On service request outside of normal business hours for services covered under this Agreement, you will be responsible for the straight time cost and the overtime cost of labor unless otherwise specified in the addendum. Labor cost includes travel time, travel expenses and time spent on job.

FULL MAINTENANCE AGREEMENT



ElevatedFacilityServices.com

TERMS OF SERVICE

Product Information. Customer agrees to provide Elevated with the current wiring diagrams that reflect all changes, parts, catalogs, and maintenance instructions for the equipment covered by this agreement. Customers agrees to authorize Elevated to produce single copies of any programmable devices(s) used in the equipment for the purpose of archival back-up of the software embodied therein. These items will remain your property.

Safety. Customer agrees to instruct or warn passengers in the proper use of the elevator and to keep the elevators under continued surveillance by competent personnel to detect irregularities in operation or appearances of equipment, notify Elevated at once and keep the equipment. You agree to report immediately any condition that may indicate the need for correction before the next regular examination. You agree to shut down the equipment immediately upon manifestation of any irregularities in operation or appearances of equipment, notify us at once, and keep the equipment shutdown until the completion of any repairs. You agree to provide our personnel a safe place in which to work. We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. You agree to provide a suitable machine room including secured doors, waterproofing, lighting, ventilation, and heat to maintain the room temperature between 50 degrees F minimum to 90 degrees F maximum. You also agree to always maintain the elevator pit in a dry condition. Should water or other liquids become present, you will contract with others for removal and proper handling of such liquids.

Other. You agree to not permit others to make alterations, adjustments, or repairs or replace any component or part of the equipment during the term of this Agreement. You agree to accept our judgment as to means and methods to be employed for any corrective work under this Agreement, when Elevated Elevator's inspection of a piece of equipment serviced under this Agreement reveals an operational problem which jeopardizes the safety of the riding public, we may shutdown the equipment until such time as the operational problem is resolved. Elevated will immediately advise you in writing of such action, the reason for such action, and whether the proposed solution is covered by the terms of the Agreement. In the event of sale, lease or other transfer of the elevator(s) or equipment herein described herein, or the premises in which they are located, you agree to see that any successor is made aware of this Agreement and assumes and agrees to be bound by the terms hereof for the balance of the agreement and is responsible for the unpaid balance due for the full unexpired term of the agreement.

In consideration for Elevated performing the services, you expressly agree to indemnify, defend, save harmless, discharge, release and forever acquit Elevated, our officers, agents and employees from and against any and all claims, demands, suits, and proceedings brought against Elevated or our employees, including but not limited to loss, damage, injury or death that are alleged to have arisen from negligence of Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacturer, design, operation or condition of the equipment covered by this agreement, or the associated areas surrounding such equipment. Your duty to indemnify does not apply to claims or losses determined to be caused by or resulting from the negligence of Elevated or our employees. You recognize that your obligation to Elevated under this clause includes payment of all attorney's fees, court costs, judgments, settlements, interest, and any other expenses of litigation arising out of such claims or lawsuits.

FULL MAINTENANCE AGREEMENT



ElevatedFacilityServices.com

Items not Covered. We do not cover cosmetic, construction, cables/ropes/belts, or ancillary components of the elevator system, including the finishing, repairing, or replacement of cab enclosure, ceiling frames, panels, and or other fixtures, hoistway door panels, door frames, sills, car flooring, subflooring, floor covering, lighting fixtures, ceiling light bulbs or tubes, main line power switches, breaker(s), feeders to controller, hydraulic elevator jack outer casing, buried piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, communication devices, security systems not installed by us, batteries for emergency lighting and lowering, air conditioners, heaters, ventilation fans and all other items as set forth and excluded in this agreement. If any components will need to be prorated, these items shall be specifically listed on Addendum A. The Five-Year Full Load Test is not covered under this maintenance agreement.

To provide you with the maximum service from previous items in need of repair, we accept them in their present condition with the understanding that you are to pay for, as an extra, the items when they are first repaired. All deficiencies from previous state or city mandated inspections need to be corrected. You will be responsible for the cost of all previous state or city mandated inspection deficiency corrections if Elevated must perform the repair to correct the deficiency. You will be responsible for the cost of any pre-existing condition repairs. Elevated will submit a quote for any previous state or city inspection corrections and/or pre-existing repairs.

Other Conditions. With the passage of time, equipment technology and designs will change. We will not be required to make any changes or recommendations to the existing design or function of the equipment. We shall not be obligated to service, make renewals or repairs by reason of obsolescence, misuse of equipment, another's negligence, loss of power, blown fuse(s), tripped stop switch(es), theft, vandalism, explosion, fire, power failure, water damage, storm, lightning, nuisance calls, acts of civil or military authorities, strikes, lockouts, acts of God or nature, or any other reason or cause beyond our control. In the event any component of the elevator becomes obsolete or outmoded, or is no longer manufactured by the original manufacturer, it shall be your obligation to replace the obsolete or outmoded component at your expense. We will not be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, any governmental agency or authority, or any third party. It is the owner's responsibility to supply any proprietary software or hardware that may be needed. Should your equipment require any safety tests on the commencement date of this agreement, Elevated assumes no responsibility for the operation of the governor or safeties on traction elevators, or the hydraulic system on hydraulic elevators until the test has been made. We shall not be liable for damage to the building structure resulting from the performance of safety tests. Should the equipment fail any of the required tests, it shall be your sole responsibility to make necessary repairs and to place the equipment in a condition that will be acceptable for coverage under the terms of this agreement.

Elevated shall not be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God or nature, or any cause beyond its control, and in no event shall Elevated be liable for any damages, any consequential, special, or indirect damages. In the event a third party is retained to enforce this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees. You hereby waive trial by jury in any action against us and do further hereby consent that venue of any proceeding or lawsuit under this agreement shall be in the jurisdiction of the contracted equipment. In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this agreement. Our rights under this agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any rights under this agreement.

FULL MAINTENANCE AGREEMENT



ElevatedFacilityServices.com

Payment Terms. If you choose to pay monthly or quarterly in advance, please add 3%. Select below.

Monthly *Quarterly*

Term. This agreement is effective for Five (5) years starting on date of signed acceptance and is non-cancellable. To ensure continuous service, this agreement will automatically renew for Five (5) years, unless either party timely serves written notice upon the other party's intentions to cancel at least ninety (90) days before the end of the initial Five (5) year period. Notice should be sent by certified mail and a return receipt is requested. If Customer unilaterally terminates agreement, it is agreed that Customer shall pay One hundred percent (100%) of the remaining contract value at the time of termination.

Contract Price. Three Hundred Seventy Dollars; \$370.00 per month, payable semi-annually in advance.

Annual Price Adjustment. As the cost we incur for providing elevator service may increase, we may adjust the price of your service accordingly, annually effective on the anniversary date of this agreement. We will adjust your price based on the percentage change of operational costs such as increases to average wage rate of examiners, fuel costs, insurance costs (liability and group health) and metals index.

Overdue Invoices. A service charge of 1 ½ % per month, or the highest legal rate, whichever is less, shall apply to overdue accounts. If you do not pay any sum within sixty (60) days from the billing date, we may also choose to do the following: 1.) suspend all service until all amounts due have been paid in full, or 2.) declare all sums for the unexpired term of this agreement due immediately and terminate this agreement. If Elevated elects to suspend service, we shall not be responsible for any damages or injuries of persons or property arising from the lack of service. Upon resumption of service, you will be responsible for payment to Elevated for any costs we incur as a result of the suspension of service.

FULL MAINTENANCE AGREEMENT



ElevatedFacilityServices.com

Acceptance. Your acceptance of this agreement and its approval by an authorized manager of Elevated will constitute exclusively and entirely the agreement for the services herein described. All other prior representatives or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or similar document, the provisions of this agreement will govern in the event of a conflict.

No agent or employee shall have the authority to waive or modify any terms of this agreement without the written approval of an authorized Elevated manager.

If applicable, your existing contract shall remain in full force and effect until this contract has been fully and properly executed by both parties.

A walk through of the equipment is required before the initial contract period begins to ensure that units are in proper working condition.

Elevated Personnel:

Full Corporate Name here: e.g., Oracle Hold Co.

By: _____
Signature of Authorized Representative

Print: _____

Title: _____

Date: _____

Purchaser:

By: _____
Signature of Authorized Representative

Print: _____

Title: _____

Date: _____

FULL MAINTENANCE AGREEMENT



ElevatedFacilityServices.com

BILL TO INFORMATION:

Company Name: Ohio County Fiscal Court
Address: 130 E. Washington St. Suite 215
City/State/Zip Code: Hartford Ky, 42347

ACCOUNTS PAYABLE CONTACT:

Name: Patti Beatty
Phone Number: 270-298-4490
Email: treasurerclerk@ohiocountyky.gov

TAX STATUS:

Are you tax exempt? Yes No
If yes, please provide tax exempt certificate.
Do you require a Purchase Order be listed on your invoice? Yes No
If yes, please provide contact info for PO renewal:

Name: Patti Beatty
Phone Number: 270-298-4490
Email: treasurerclerk@ohiocountyky.gov

Would you like Elevated to automatically debit your bank account for your maintenance invoices? Yes No
If yes, please provide blank check for bank routing and account information.

STANDARD MAINTENANCE AGREEMENT



Rev. 06/21/17

AGREEMENT BETWEEN CLIENT AND AEI FOR PROFESSIONAL SERVICES

This is an agreement effective as of October 9, 2024, between American Engineers, Inc. ("AEI"), an STV Company, and Ohio County Fiscal Court ("Client").

Project Name and Location:

2024 County-City Bridge Improvement Program (CCBIP) application preparation for ("Project")
Quarter Horse Drive bridge over North Fork Panther Creek (Bridge # 092C00133N)

Scope and Extent of Professional Services: The Client, by entering into an Agreement with AEI, desires to engage AEI to provide the following services:

Prepare the CCBIP Application per attached scope of services.

Fee Arrangement: The Client will pay AEI the fee of \$4,900.00 Lump Sum as further outlined in section 7.01 for: **CCBIP Program Application**

Client and AEI further agree as follows:

1.01 Basic Agreement and Period of Service

- A. AEI shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Client, or if required because of changes in the Project, AEI shall furnish services in addition to those set forth above. Client shall pay AEI for its services as set forth in Paragraphs 7.01 and 7.02.
- B. AEI shall complete its services within a reasonable time, or within the following specific time period consistent with sound professional practices for similar types of work:
- C. If the Project includes construction-related professional services, then AEI's time for completion of services is conditioned on the time for Client and its contractors to complete construction not exceeding **12 months** from the date of this agreement. If the actual time to complete construction exceeds the number of months indicated, then AEI's period of service and its total compensation shall be adjusted equitably upon mutual consent by Client and AEI.
- D. If, through no fault of AEI, such periods of time or dates are changed, or the orderly and continuous progress of AEI's services is impaired, or AEI's services are delayed or suspended, then the time for completion of AEI's services, and the rates and amounts of AEI's compensation, shall be adjusted equitably upon mutual consent by Client and AEI.
- E. If Client authorizes changes in the scope, extent, or character of the Project, then the time for completion of AEI's services, and the rates and amounts of AEI's compensation, shall be adjusted equitably upon mutual consent by Client and AEI.



2.01 Payment Procedures

- A. *Invoices:* AEI shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Client on a monthly basis. Invoices are due and payable within 30 days of receipt.
- B. If Client fails to make any payment due AEI for services and expenses within 30 days after receipt of AEI's invoice, then the amounts due AEI will be increased at the rate of 1.0% per month from said thirtieth day.
- C. If Client fails to make prompt payments, AEI may, after giving 7 days written notice to Client, suspend services under this Agreement until AEI has been paid in full all amounts due for services, expenses, and other related charges. Client waives any and all claims against AEI for any such suspension.
- D. Payments will be credited first to interest and then to principal.
- E. *Disputed Invoices:* If Client contests an invoice, Client shall promptly advise AEI of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.

3.01 Termination

- A. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay AEI for its services is a substantial failure to perform and a basis for termination.
 - b. By AEI:
 - 1) upon seven days written notice if Client demands that AEI furnish or perform services contrary to AEI's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if AEI's services for the Project are delayed for more than 90 days for reasons beyond AEI's control.

AEI shall have no liability to Client on account of a termination by AEI under Paragraph 3.01.A.1.b.

Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.



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ENGINEERS, INC.

2. For convenience, by Client effective upon AEI's receipt of written notice from Client.
 - B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow AEI to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
 - C. In the event of any termination under Paragraph 3.01, AEI will be entitled to invoice Client and to receive full payment for all services performed, items furnished, or costs incurred directly related to termination (*demobilization, personnel reassignment, associated overhead costs, etc.*) in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.
- 4.01 Successors, Assigns, and Beneficiaries**
- A. Client and AEI are hereby bound and the successors, executors, administrators, and legal representatives of Client and AEI (and to the extent permitted by Paragraph 4.01.B the assigns of Client and AEI) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
 - B. Neither Client nor AEI may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
 - C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or AEI to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and AEI and not for the benefit of any other party.

5.01 General Considerations

Standard of Care. The Standard of Care for all professional engineering and related services performed or furnished by AEI under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances. AEI makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with AEI's services. Subject to the foregoing Standard of Care, AEI and its affiliates may use or rely without liability upon the accuracy and completeness of design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- A. **Site Authority.** AEI shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall AEI have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.



- B. **Jurisdiction.** This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- C. AEI neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Client and such contractor. AEI is not responsible for variations between actual construction bids or costs and AEI's opinions or estimates regarding construction costs.
- D. **Acts and Omissions.** AEI shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except AEI's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by AEI. AEI shall not have authority to stop work.
- E. **Documents/Deliverables:** All documents/deliverables prepared or furnished by AEI are instruments of service, and AEI retains ownership and property interest (*including the copyright and the right of reuse*) in such documents/deliverables, whether or not the Project is completed. Client shall have a limited license to use the documents/deliverables on the Project, extensions of the Project, and for related uses of the Client, subject to receipt by AEI of full payment for all services relating to preparation of the documents/deliverables and subject to the following limitations: (1) Client acknowledges that such documents/deliverables are not intended or represented to be suitable for use on the Project unless completed by AEI, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by AEI; (2) any such use or reuse, or any modification of the documents/deliverables, without written verification, completion, or adaptation by AEI, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to AEI or to its officers, directors, members, partners, agents, and employees;
- F. **Indemnification.** If any claim is brought against either Client or AEI by any third party, relating in whole or in part to the negligence of Client or AEI, each party shall indemnify the other against any loss or judgment, including attorney's fees and costs, to the extent that such loss or expense is caused by the party's negligence. Client will reimburse AEI for expenses related with claims, including Attorney's fees and costs, if AEI is proven to be non-negligent. In addition, Client shall indemnify and hold harmless AEI and its officers, directors, members, partners, agents, and employees from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents/deliverables without written verification, completion, or adaptation by AEI; and such limited license to Client shall not create any rights in third parties.
- G. **Insurance.** AEI will maintain worker's compensation and employer's liability insurance as required by state law, comprehensive general liability insurance with a combined single limit of \$2,000,000; automotive liability insurance with a combined single limit of \$1,000,000; professional liability of \$5,000,000; pollution liability of \$2,000,000. AEI shall maintain such policies in force for the duration of the Contract period. AEI will comply with Client's reasonable requests for special endorsements, additional limits and coverages, etc., provided these are available to AEI and the Client remunerates AEI for the cost of each.

Limitation of Liability. Under no conditions will AEI be liable to the Client for an amount exceeding the total amount of fees paid by Client to AEI for services performed under this Contract, or \$50,000, whichever is lesser. This limitation shall apply to any and all injuries, damages, losses, expenses, claims, or claims expenses



(Attorney's fees and expert witness fees) arising from or related to work performed under this Contract from any cause or causes. AEI shall have no liability for any portion of this agreement when the client has not paid AEI in full for services rendered.

The parties acknowledge that AEI's Scope of Services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If AEI or any other party encounters a Hazardous Environmental Condition, AEI may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Client: (1) retains appropriate specialist AEIs or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

- H. **Dispute Resolution.** Client and AEI agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute has been made in writing. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated by a mediator in the Commonwealth of Kentucky. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Client and AEI and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 Basis of Payment—Lump Sum

- A. Using the procedures set forth in Paragraph 2.01, Client shall pay AEI in accordance with the Fee Arrangement described on Page 1 and as follows:
 - i. The portion of the compensation amount billed monthly for AEI's services will be based upon AEI's estimate of the percentage of the total services actually completed during the billing period.

- 7.02 Additional Services:** For additional services of AEI's employees engaged directly on the Project, Client shall pay AEI an amount equal to the cumulative hours charged to the Project by each class of AEI's employee's times standard hourly rates for each applicable billing class; plus reimbursable expenses and AEI's subconsultant charges, if any. AEI's standard hourly rates are attached as Attachment A.

Attachments: Appendix 1: Scope Outline

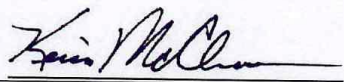
Attachment A: AEI standard hourly rates

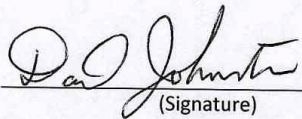


IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms, conditions and provisions above stated and on the following page hereof, the day and year first written above.

AEI:

CLIENT:

By 
(Signature)

By 
(Signature)

Name Kevin McClearn, PE
(Print)

Name David Johnston
(Print)

Title Western KY Regional Manager

Title Judge Executive

Date 10/9/2024

Date 10-9-2024



Appendix 1.

**Quarter Horse Drive
Bridge # 092C00133N
Ohio County, KY**

Scope of Services

CCBIP Grant Funding Application:

- Review bridge inspection reports and photographs for determination on appropriate repair or replacement recommendation.
- Coordinate with Ohio County Fiscal Court, as required, for information per CCBIP grant requirements.
- Research additional bridge information such as local rock elevation, hydraulic information, flood zones, proximate nearby building structures that may affect bridge type/repairs/replacement recommendations.
- Provide applicable standard drawings, sketches as needed to substantiate application requirements.
- Provide a summary discussion of bridge recommendations substantiated with information.
- Coordinate with KYTC for expected required information prior to providing grant application submission.
- Provide a detailed quantity and cost estimate based on recommendation in accordance with gathered information.





AMERICAN ENGINEERS, INC.
DESIGNING YOUR FUTURE
www.aei.cc

STANDARD AEI STAFF & FIELD SERVICES RATES
Effective April 27, 2024

HOURLY STAFF RATES

Vice President	\$ 295.00
Senior Project Manager IV	\$ 290.00
Senior Engineer V	\$ 235.00
Business Development Manager III	\$ 200.00
Engineer II	\$ 145.00
Engineer III	\$ 190.00
Engineer IV	\$ 200.00
Engineering Specialist I	\$ 115.00
Engineering Specialist II	\$ 130.00
Engineering Specialist III	\$ 140.00
Project Coordinator CM I	\$ 160.00
Project Manager III	\$ 125.00
Senior CAD Technician V	\$ 80.00
Engineering Technician II	\$ 80.00
Senior Inspector V	\$ 135.00
Inspector I	\$ 75.00
Inspector II	\$ 80.00
Inspector III	\$ 85.00
Inspector IV	\$ 90.00
Geologist I	\$ 85.00
CAD Technician I	\$ 75.00
CAD Technician II	\$ 80.00
CAD Technician III	\$ 85.00
CAD Technician IV	\$ 100.00
Survey Manager	\$ 175.00
2-Man Survey Crew	\$ 200.00
3-Man Survey Crew	\$ 265.00
Surveyor II	\$ 85.00
Surveyor III	\$ 100.00
Senior Surveyor IV	\$ 120.00
Environmental Specialist	\$ 105.00
Landscape Architect I	\$ 90.00
Senior Accountant III	\$ 135.00
Payroll Analyst I	\$ 70.00
Admin Assist I	\$ 70.00
Admin Assist II	\$ 80.00
Proposal Coordinator II	\$ 80.00
Undergraduate Intern	\$ 60.00

MILEAGE

Standard Vehicle	mile	\$ 0.61
Support Vehicle	mile	\$ 1.00
Drill Rig	mile	\$ 5.30

SOIL TESTING

California Bearing Ratio (CBR)	\$ 300.00
Modified Proctor	\$ 250.00
Standard Proctor	\$ 220.00
Unconfined Compression Strength (qu)	\$ 100.00
Consolidation Testing	\$ 700.00
Organic Content	\$ 70.00
Grain Size Analysis	\$ 170.00
Atterberg Limits	\$ 100.00
Natural Moisture Content	\$ 12.00
Resistivity	\$ 75.00
Field Density*	Hourly Rate

AGGREGATES

Gradation	\$ 300.00
Specific Gravity	\$ 115.00
Asphalt Coring	Hourly Rate \$ 275.00
Field Density Test(Nuclear)*	Hourly Rate

CONCRETE

Compressive Strength	Per Cylinder	\$ 23.00
Concrete Cylinders *	Hourly Rate	
Concrete Slump Test*	Hourly Rate	
Air Entrainment*	Hourly Rate	
Concrete Beams*	Hourly Rate	

DRILLING SERVICE

Drill and Crew for Soil Auger		
Borings (w/SPT)	Hourly Rate	\$ 275.00
Rock Coring	Per Foot	\$ 70.00
Rock Coring Setup	Hourly Rate	\$ 200.00
UD 3-in Tube Sampling	Each	\$ 100.00
Dozer Work	Hourly Rate	\$ 160.00
Slab Coring	Hourly Rate	\$ 275.00
Water Truck	Per Mile	\$ 2.50
Lodging & Per Diem	Per Day	\$ 200.00
ER Investigation	Hourly Rate	\$ 275.00
Drilling 0-25'	Per Foot	\$ 25.00
Drilling 25-50'	Per Foot	\$ 30.00
Drilling 50-100'	Per Foot	\$ 35.00

SUBSURFACE UTILITY ENGINEERING

Ground Penetrating Radar	Hourly Rate	\$ 215.00
SUE Level A	Hourly Rate	\$ 275.00
SUE Level B	Hourly Rate	\$ 195.00

GEOSPATIAL

Lecia LIDAR/Scanner	Hourly Rate	\$ 275.00
Microdrone LIDAR	Hourly Rate	\$ 195.00
UAV (Hybrid)	Hourly Rate	\$ 150.00
UAV (Rotor)	Hourly Rate	\$ 100.00
Hydro/Bathymetric (single beam)	Per Day	\$ 285.00
Trimble X7	Hourly Rate	\$ 185.00

*Tech I, II, III, IV dependent upon availability and/or complexity. Additional testing may be available upon request

Purchase Agreement



Worldwide Equipment
945 Nandino Blvd
Lexington KY, 40511
800-879-3039

Date: 10-9-24
Deal#: DE-20819
Salesperson: Scott Pekar

Bill To: 12903 OHIO COUNTY FISCAL COURT 130 E. WASHINGTON ST. SUITE 215 HARTFORD, KY 42347 P:(270) 298-7704	Ship To: OHIO COUNTY FISCAL COURT 130 E. WASHINGTON ST. SUITE 215 HARTFORD KY 42347
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Stock#: N42831	VIN:2NK4HJ7X3SM132967	New 2025 KENWORTH T380	Price:	\$152,466.00
			Per Unit:	\$152,466.00
			Total Price	\$152,466.00
			Total	\$152,466.00

Pricing is based on the State of Kentucky
 MASTER AGREEMENT NUMBER: MA 605 2000000449

Terms of Agreement

DISCLAIMER OF WARRANTIES: SELLER MAKES NO WARRANTIES AS TO THE PROPERTY, EXPRESS, IMPLIED OR IMPLIED BY LAW EXCEPT, AS TO NEW VEHICLES ONLY THE MANUFACTURE'S STANDARD VEHICLE WARRANTY, WHICH IS INCORPORATED HERE IN BY REFERENCE. SELLER SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR CONSEQUENTIAL DAMAGES OF ANY BREACH OF WARRANTY. ALL USED VEHICLES AS SOLD 'AS IS'. I have read and understand the above certification, acknowledgement, disclaimer and sales agreement and agree to all of the terms and conditions. It is intended by buyer that this be a binding, enforceable sales contract. THIS CONTRACT ENTERED INTO AT 10-9-24 . IN THE EVENT OF ANY DISPUTE REGARDING THIS CONTRACT, BUYER AGREES TO JURISDICTION AND VENUE IN ANY U.S. DISTRICT COURT OR THE STATE AND COUNTY WHERE CONTRACT IS ENTERED INTO.

THIS ORDER IS NOT BINDING UNTIL ACCEPTED BY DEALER MANAGEMENT.

Purchaser's Signature 	Date: <u>10-9-24</u>	Sales Representative
		Manager