

**MADISON COUNTY FISCAL COURT
MADISON COUNTY, KY
RESOLUTION 2022-50**

**A RESOLUTION AWARDING A BID FOR TOWER OBSTRUCTION LIGHTING
SYSTEM REPLACEMENT**

WHEREAS, the Madison County Fiscal Court is required to approve of all bids for projects in accordance with the Administrative Code; and

WHEREAS, according to the Chemical Stockpile Emergency Preparedness Program (CSEPP), it is time to replace the lighting system; and

WHEREAS, the Madison County Emergency Management Agency (EMA)/CSEPP has the funding to replace the current lighting system and bids were requested for this replacement; and

WHEREAS, the bid notice was properly posted; and

WHEREAS, one bid was received from Vencill Enterprises, LLC; and

WHEREAS, a team from Mission Critical Partners and Madison County EMA/CSEPP have reviewed the bid; and

WHEREAS, Madison County EMA/CSEPP wishes to award the bid and enter into a contract for the tower obstruction lighting system replacement to Vencill Enterprises, LLC;

NOW, THEREFORE, BE IT RESOLVED THAT THE FISCAL COURT DOES HEREBY APPROVE TO ENTER INTO THIS AGREEMENT AND AUTHORIZES THE JUDGE EXECUTIVE TO EXECUTE SAME ON BEHALF OF THE COUNTY.

Motion made by Barger, seconded by Bothin.

Vote:	Yes	No
Judge Executive Reagan Taylor	<u>✓</u>	<u> </u>
Magistrate Ben Robinson III	<u>✓</u>	<u> </u>
Magistrate John Tudor	<u>✓</u>	<u> </u>
Magistrate Roger Barger	<u>✓</u>	<u> </u>
Magistrate Tom Botkin	<u>✓</u>	<u> </u>

Signed:
R-Taylor
Reagan Taylor
Madison County Judge Executive

4-12-2022
Date

Attested:
Kenny Barger
Kenny Barger
Madison County Clerk

4-12-22
Date



Vencill Enterprises LLC

(859) 339-1260

1160 Menelaus Rd.

Berea, KY 40403

Total Project Price: \$ 124,542.00

3/9/2022

Table of Contents:

- Project Knowledge Response
- Respondent Vencill Enterprises LLC Brief History
- Respondent Vencill Enterprises Approved Contractor Brief History
- Respondent Vencill Enterprises LLC References
- Itemized Pricing
- Warranty Narrative
- Compliance Matrix



Vencill Enterprises LLC

Project Knowledge Response

3.1.1 Vencill Enterprises LLC shall furnish all labor, materials and equipment to replace the radio tower obstruction lighting mounted on eight radio communication towers located within Madison County, Kentucky.

3.1.2 All provided equipment shall be high-quality, durable, and generally acknowledged as public safety-grade, designed and manufactured to provide high reliability under heavy use in severe weather environments.

3.1.3 All documentation shall provide details on how the obstruction lighting system will be designed and protected to withstand extreme weather environments.

3.1.4 Vencill Enterprises LLC shall replace all existing wiring for the proposed tower lighting system.

3.2.1 All provided materials; design and construction procedures shall be in accordance with the following standards: Harris AE/LZT 123 4618/1 R3A Grounding Specifications or equivalent. Motorola R56© Standards and Guidelines for Communications Sites, latest version Federal Aviation Administration (FAA) Advisory Circular (AC) 70/7460-1M or latest revision, Obstruction Marking and Lighting Occupational Safety and Health Administration (OSHA) Federal, state and local codes and regulations (e.g., National Environment Protection Agency [NEPA], State Historical Preservation Office [SHPO], Tribal Historic Preservation Officer [THPO], Maximum Permissible Exposure [MPE], etc.)

3.2.2 All provided electrical equipment and devices shall be listed, approved or certified by Underwriters Laboratories (UL).

3.2.3 Installation of electrical equipment, power distribution, lighting and outlet assemblies, alarm and grounding systems with associated wire ways and wiring shall comply with the most recent edition of the National Electrical Code® (NEC®).

3.2.4 Where local ordinances or the Authority Having Jurisdiction (AHJ) specify higher standards than those represented in these specifications, the local ordinances or AHJ shall govern.

3.2.5

A) Where two or more standards are specified to establish quality, Vencill Enterprises LLC shall conform to or surpass the requirements of both standards.

B) In the case of a conflict between reference standards, the more stringent requirements shall be enforced.

C) Vencill Enterprises LLC shall consult Owner's Representative or the Owner for direction before proceeding if uncertainties about requirements exist.

D) Where copies of standards are needed for proper performance of work, Vencill Enterprises LLC, shall obtain such copies directly from the publication source.



3.3.1 Proposed equipment shall meet or exceed industry standards for quality and reliability. Materials, parts, assemblies, etc. shall be new and be free of corrosion, blemishes, or other cosmetic defects unless otherwise specifically indicated in this RFP. The proposed equipment is designed, and tested in Kentucky and manufactured in the United States. Manufacturing and construction shall be consistent with current best practices.

3.3.2 Products, systems, and their components utilized in conjunction with this project shall be specifically designed to meet or exceed the reliability and continued support requirements of emergency communications systems. Equipment provided under this RFP shall be standard products of a manufacturer regularly engaged in the production of the equipment and products specified. Equipment provided under this RFP readily exceed the applicable requirements of federal, state, county, and municipal codes, laws and regulations relevant to project work of this type and specifically to emergency management communications systems.

3.3.3 Vencill Enterprises LLC shall furnish the County information and data outlining their qualifications and as requested within this document, or as may become required later by the County.

3.3.4

A) Vencill Enterprises shall follow Harris AE/LZT 123 4618/1 R3A Grounding Specifications or equivalent.

B) Vencill Enterprises shall follow Motorola R56 Standards and Guidelines for Communication Sites, latest revision

3.3.5 Air terminals on the top of towers shall meet tower lighting manufacturer specifications for protection of proposed lighting systems. If they are not, Vencill Enterprises LLC shall present a solution and pricing to the County to bring into compliance.

3.3.6 Vencill Enterprises shall be responsible for controlling the quality of installation.

3.3.7 Vencill Enterprises LLC shall assume the total liability for licenses and liability insurance of any required items for itself and any required contractors.

3.4.1 Vencill Enterprises LLC shall ensure the equipment and its systems contained therein are compliant to both Harris AE/LZT 123 4618/1 R3A and Motorola R56; the most stringent of these shall apply.

3.4.2 Vencill Enterprises LLC, shall ensure equipment is electrically bonded, grounded, and protected in accordance with NEC, Harris AE/LZT 123 4618/1 R3A, and Motorola R56.

3.4.2 Vencill Enterprises LLC, shall ensure equipment is electrically bonded, grounded, and protected in accordance with NEC, Harris AE/LZT 123 4618/1 R3A, and Motorola R56.

3.4.3 Vencill Enterprises LLC, shall provide grounding and lightning protection equipment, including surge arrestors, to comply with the requirements of equipment being installed and connected as part of the system.



3.4.4 Tower lighting power, control, and/or alarm cables shall have SPDs installed on each within 24 inches after entry into the communications equipment area. Alternating current (AC) power cables shall have normal mode SPD installed.

3.4.5 The tower lighting control shall be equipped with metal oxide varistor (MOV) surge arrestors, which will prevent a lightning strike to the tower or lighting system from back feeding into the electrical distribution system of the equipment shelter. This device shall shunt surges to the tower grounding system and shall protect the tower lighting controller.

3.4.6 Power lighting cables shall not be bundled with transmission cables or other conductors.

3.4.7 All metallic enclosures shall be bonded to the exterior ground ring, if outside, or the interior perimeter bonding bus (IPBB), if inside.

A) The lighting controller shall be mounted within the shelter.

3.4.8 AC power, alarm, and modem cables shall enter adjacent to the entry port location. The ground conductors for the SPDs shall be bonded to the primary bonding bar (PBB) or entry port secondary bonding bar (SBB) at this point.

3.5.1 Vencill Enterprises LLC, shall furnish all necessary labor and materials and shall make complete electrical connections from the underground cable or other source of power in accordance 28 with the wiring diagram furnished with the project plans. If underground cable is required for the power feed and if duct is required under paved areas, the cable and duct shall be installed in accordance with (and paid for by) linear foot measurement.

3.5.2 Tower obstruction marking and lighting shall be supplied as required by the applicable determination as issued by the FAA for this project and shall be fully compliant with FAA AC 70/7460-1M or latest revision.

3.5.3 Unless otherwise required by the Federal Communications Commission (FCC), Vencill Enterprises LLC , shall provide a dual obstruction lighting system consisting of red lights for nighttime and high or medium intensity flashing white lights for day and twilight per FAA AC 70/7460-1M or latest revision.

3.5.4 All supplied lighting shall utilize LED construction.

3.5.5 System control circuitry shall be enclosed in galvanized rigid metallic conduit or other approved method to be in compliance with the NEC, as well as local electrical codes in effect at the sites of installation.

3.5.6 System control circuitry shall provide synchronization and intensity control of the obstruction lighting system and shall monitor the overall integrity of the lighting system for component failures or improper operation.

3.5.7 The controller light box shall be lightning surge protected, designed for wall mounting inside the shelter, and equipped with alarm lighting and relays. The alarm controller shall accommodate the actual current drain of the supplied lighting.



3.5.8 The dual lighting system shall be controlled by a photoelectric control device that will prevent overlap operation of the daytime and nighttime lighting systems.

A) The automatic photoelectric device shall turn on the red LED lighting and turn off the medium intensity white LED lighting simultaneously.

B) The control device shall turn on the medium intensity white lighting and turn off the red LED lighting when the north sky luminance rises to a specified level.

C) The photoelectric sensing device(s) shall be installed to face the north sky, with the sensor's lens aligned along a horizontal, such that proper operation of the sensing device will occur in accordance with FAA AC 70/7460-1K, Obstruction Marking and Lighting.

D) The ambient light sensor when supplied with the controller shall be mounted upright, away from artificial light and in a location that will enable its sensor window to have an unobstructed view of the sky.

E) Wiring shall be installed in galvanized rigid metallic conduit or other approved method to be in compliance with the NEC.

3.5.9 Wire shall be copper type Thermoplastic Heat and Water resistant (THW)-Machine Tool Wire (MTW) grade 600 volt (V) insulation installed in galvanized rigid conduit inside raceways and conduit for control wiring. Electrical installation shall conform to the NEC requirements for outdoor installation. The cabling shall be secured to the tower in the Flash Technologies "2-3-4'Wrap Method" following the aforementioned standards.

3.5.10 Form C, dry alarm output relay contacts, rated at 0.3A minimum at 24 V direct current (DC)/125 VAC, shall be provided to indicate:

A) Flash head or power failure

B) Side marker lamp failure

3.5.11 Vencill Enterprises LLC, shall wire alarms to a Contractor-provided Type 66 block located in the communications shelter or equipment room. Alarms shall be clearly labeled.

3.5.12 The complete tower lighting system shall be designed to suppress all unwanted radio frequency (RF) interference. Vencill Enterprises LLC, shall be required to ensure that the system will include any optional equipment or circuitry required to eliminate RF interference.

3.6.1 Placement of all lighting system components on the tower shall be in a manner that allows unobstructed view through 360 degrees.



3.6.2 Vencill Enterprises LLC, shall remove all current lighting system components including cabling. Equipment shall be removed in a manner that will cause minimal damage. Once removed, all equipment shall be turned over to the County.

3.6.3 Vencill Enterprises LLC, shall furnish and install single- or double-obstruction lights as specified in the proposal. The obstruction lights shall be mounted on the towers approximately at the same location as existing, unless lighting manufacturer or appropriate codes/standards necessitate a change.

3.6.4 The hub of the top-mounted obstruction light shall be not less than one foot above the highest point of the obstruction.

3.6.5 Cabling shall be fastened at intervals of three feet apart or per manufacturer recommendations.

A) A 2-3-4 (Flash Technology) wrap method of securing the lighting cable to the tower shall be the method of install.

3.6.6 The tower lighting controller shall be mounted inside the shelter.

A) Existing equipment holes and or mounting brackets shall be properly repaired and sealed to minimize damage to the shelter.

3.7.1 During installation and upon completion, the tower obstruction lighting system installation shall be inspected and tested to verify compliance with manufacturer's requirements.

3.7.2 The installation shall be fully tested by continuous operation for not less than thirty (30) minutes as a completed unit prior to acceptance. These tests shall include the functioning of each control and alarms not less than ten times.

3.7.3 Vencill Enterprises LLC, shall provide the County with as-built documentation and contractual documents.

3.7.4 Upon completion of the work, documentation detailing final inspection and testing shall be submitted and minimally addressing the following, but not limited to:

A) Lighting and controls

- 1) Inspect conduit and wiring installation
- 2) Verify proper lamp operation
- 3) Verify alarm contact operation
- 4) Verify labeling

3.7.5 Vencill Enterprises LLC, shall coordinate with the Owner for third-party inspection to meet County requirements.



WARRANTY AND SUPPORT

4.1.1 Equipment supplied under the contract shall be warranted by the manufacturer for a period of five years from the date of acceptance for operation (substantial completion) by the Owner.

4.1.2 The equipment shall be warranted to be free from defects in workmanship, design, and materials. If any part of the equipment should fail during the warranty period, it shall be replaced, and the equipment restored to service at no expense to the Owner.

4.1.3 Vencill Enterprises LLC, shall deliver to the Owner or Owner's Representatives, prior to final acceptance for operation of any item of equipment, the manufacturer's written warranty as above. The manufacturer's warranty period shall run concurrently with the Contractor's warranty. The Contractor shall be responsible for obtaining equipment warranties from each of the respective suppliers or manufacturers for the equipment specified. Manufacturer equipment warranties shall be transferred to the Owner.

4.1.4 No other guarantees or warranty is implied or stated.

4.1.5 Vencill Enterprises LLC, shall provide a single local telephone number (859) 339-1260 that answers 24-hours a day, 7-days a week, 365-days a year for service requests and warranty claims.

4.1.6 Vencill Enterprises LLC, 1160 Menelaus Rd., Berea, KY 40403 shall provide warranty labor service for defects in installation for a period of 5 years. Drake Lighting 2000 McCracken Blvd., Paducah, KY 42001 shall provide parts and manufacturer warranty service for a period of 5 years.

4.1.7 Vencill Enterprises LLC, will adhere to the following procedures shall be followed during the warranty period:

A) Warranty maintenance shall be performed 24 hours a day with no additional charges for work on critical infrastructure outside of normal 8:00 a.m. to 5:00 p.m. business hours.

B) Vencill Enterprises shall provide prompt repair, within 24-48 hours during the course of the stated warranty period, and file all applicable NOTAMs with the FAA during system outages as required..

C) The County shall be provided with written documentation indicating the cause of the service outage, the resolution, and all post repair testing procedures to ensure proper operation. In the event County-owned spares are used to complete repair, the model and serial number of both the defective unit and the spare shall be noted in the documentation.

4.1.8 Vencill Enterprises shall provide prompt repair, within 24-48 hours during the course of the stated warranty period, and file all applicable NOTAMs with the FAA.



4.1.9 For all equipment needing factory or depot repairs, a comprehensive tracking system shall be put in place by Vencill Enterprises LLC, to track units to and from Drake Lighting.

4.2.1 Vencill Enterprises LLC, will not provide warranty services beyond the previously stated warranty period of 5 years.

4.2.2 No extended warranty period will be provided by Vencill Enterprises LLC beyond the previously stated and detailed 5 year warranty period..

4.3.1 From the date of acceptance to the seventh anniversary of the date of final acceptance Vencill Enterprises LLC, shall maintain replacement parts for all delivered equipment.

4.3.2 Vencill Enterprises LLC, will provide a replacement spare parts inventory (held in the County's premises), consisting of two complete systems and installation kits and will provide written notice to the County 24 months prior to discontinuance of any system components to provide the County an opportunity to allow for "last time buys" and replenishment.

4.3.3 All parts ordered on a priority basis shall be delivered within 24 hours after placing an order. Vencill Enterprises LLC, shall provide year around, 24-hour ordering facilities via telephone, internet, e-mail, and fax service.

4.4.1 Recommended spare parts for the system to be held in the County premises for the duration of the stated 5 year warranty period shall include 2 complete obstruction lighting systems and installation kits.

4.4.2 The list of spare parts shall include, but is not limited to:

- A) Any Respondent-identified Field Replaceable Units (FRUs)
- B) Any infrastructure component that does not have FRUs that can cause a critical failure if it were to fail
- C) Power supplies
- D) Test measurement, calibration, and repair kits (as applicable)
- E) Diagnostic equipment to support County maintenance activities
- F) Spares for less critical items

4.4.3 Spare part systems held in the County premises shall include items that will rapidly and completely restore all critical system functionality with the least amount of effort (e.g., board replacement instead of troubleshooting to the component level when a critical unit has failed).

4.4.4 The spares held shall be identical to the parts and systems installed.

4.4.5 The spare parts inventory held in the County premises shall include duplicates of all system components installed.



4.4.6 Vencill Enterprises LLC, shall project the spare stock levels and life cycles to give the County written notice 24 months prior to discontinuance of any system components to provide the County an opportunity to allow for “last time buys” and replenishment.

4.4.7 The engineering design documentation shall include the life cycle of equipment parts and other maintenance support for the system.

4.4.8 Service bulletins will be provided throughout the lifecycle of the installed systems.



Vencill Enterprises LLC , Company History

Dean Vencill founded Vencill Enterprises LLC in 2018, with 13 years experience in Communication Systems and Obstruction Lighting. Vencill Enterprises LLC, has completed projects consisting of obstruction lighting for Cumulus Radio, Hometown Radio, Inter Mountain Broadcasting, Mago Construction, Nelson County EMA and Madison County EMA. Vencill Enterprises LLC, maintains a labor force certified in Flash Technology obstruction lighting installation specifications as well as Drake, and TWR. Vencill Enterprises LLC's labor force also carries all applicable TIA 222 requirements such as :Fall Protection and Climbing Certification, Tower Rescue and First Aid Certifications, Radio Frequency Awareness Certifications, OSHA 10 and OSHA 40 certifications, and Rigging Certifications.

Vencill Enterprises, LLC currently has provided Madison County with 5 years on their tower inspections and has trouble shoot, repaired and replaced lighting components on the current system the county has in place. We are a local company within the county and have always responded in a timely manner to anything the county has needed.

Sincerely,

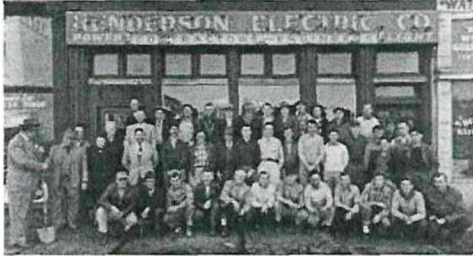
Dean Vencill –Owner



Subcontractor for Electrical:

Henderson Services LLC. History and References:

The Henderson tradition started in 1919 when a young entrepreneur by the name of Harry Henderson



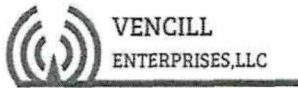
organized Henderson Electric Company to supply products and equipment to the emerging electrical contracting business in Louisville, Kentucky. Throughout the roaring twenties and the depression era of the thirties, Henderson Electric Company transformed its electrical supply operation into a full service electrical contracting business. The tumultuous events of World War II and the need for expanding industrial capacity helped establish Henderson Electric as a prominent local electrical contractor with the potential of performing complicated projects in a timely, cost efficient manner.

By the mid-fifties Henderson maintained a solid position as one of the capable electrical contractors in Kentucky by completing such projects as the Kentucky Fair and Exposition Center, major projects at G. E. Appliance Park, and a major retrofit project at International Harvester's Farm Machinery foundry and manufacturing operation. In 1960, Henderson opened an office in Lexington, Kentucky to better serve the rapidly growing central Kentucky market. Within a few short years, this office was managing some of the largest projects to date for the University of Kentucky and the Commonwealth of Kentucky, in and around Frankfort, the state's capital.

In 1986, Henderson opened a field office on site of the construction of the new automotive assembly plant owned and operated by Toyota Motor Manufacturing in Georgetown, Kentucky. Due to our involvement in the construction of this large facility and the resulting relationship with Toyota, we have established a permanent presence on-site. Today we continue to service Toyota, as well as other customers, from our Georgetown office. As the company's customer base continued to expand with large customers who maintained operations in diverse geographic locations, the need for a strategy to continue to offer quality service emerged. Partly as a solution to this need and partly as a way of preparing the company for management succession, Henderson Electric Co., Inc. merged with five other prominent national electrical contractors in 1998 to form Nationwide Electric, Inc. (NEI). However, nearly a year later in November 1999, NEI was purchased by a large publicly held Canadian corporation by the name of Bracknell (TSE: BRK) to serve customers throughout North America. We serviced our customers as Henderson Electric Co., Inc., a Bracknell Company.

Bracknell, and its entire North American operation, was affected when the construction and telecommunications market started to dramatically slow down in 2001. By November of 2001 Bracknell Corporation had collapsed and ceased to exist. On December 1, 2001 the Henderson management group repurchased the assets of Henderson Electric Company, Inc. and began operating as Henderson Services, LLC. The name change reflects our new marketing strategy. We are a company that is now a provider of many other services in addition to traditional electrical construction.

The Henderson tradition is still alive and well as a result of many decades of change. We believe that its' founder, Harry Henderson, would be proud of the continuing tradition that still bears his name. Harry's company has embraced these changes without losing sight of the tradition of quality performance and a passion for customer service; a passion that motivated Harry Henderson more than ninety years ago. The current third-generation management remains focused on these ideals, while leading TEAM Henderson by embracing the use and implementation of technology to provide world-class performance in all aspects of our business.



Projects:

Blue Grass Army Depot Richmond Ky

Henderson has been on BGAD for 22 years.

Norton Data Center

Client / Owner: Norton Healthcare
GC / CM: AML, Inc., Floyds Knobs, Indiana
Project Location: Louisville, Kentucky
Contract Amount: \$1,200,000
Construction of a 18,000 square foot, single story, data center.

MSD Morris Forman WWTP

Client / Owner: Metropolitan Sewer District
GC / CM: Black & Veatch / Alberici Construction JV
Project Location: Louisville, Kentucky
Contract Amount: \$7,000,000
The Alternative Solids Project was installed at the Morris Forman Wastewater Treatment Plant to replace MSD's existing Zimpro process in order to help reduce the majority of the odor produced by the plant. Henderson Services partnered with Guarantee Electrical Company out of St. Louis, and B & S Electrical Supply in Louisville, to meet the demanding challenges of the design/build electrical contract, which required an extreme amount of coordination.

Marriott Louisville Downtown Hotel

Client / Owner: Kentucky Convention Hotel partners, LLC
GC / CM: Hunt Construction Group, Indianapolis, Indiana
Project Location: Louisville, Kentucky
Contract Amount: \$7,300,000
Construction of a high rise luxury hotel with state-of-the-art business center, two ballrooms, and gift shop as well as 616 deluxe rooms and suites, indoor pool, whirlpool, health club, full-service restaurant and sports bar.

Jefferson County Judicial Center

Client / Owner: Jefferson County Government
GC / CM: Turner Construction Company, Cincinnati, Ohio
Project Location: Louisville, Kentucky
Contract Amount: \$5,000,000
The building contains approximately 284,000 gross square feet on twelve floors, including the parking level and an interspatial, mezzanine type level for prisoner movement. Housed in this facility are offices for the Supreme Court and Appellate Court, as well as twenty three court rooms and support space.

UPS Hub 2000

Client / Owner: United Parcel Service, Atlanta, Georgia
GC / CM: Hunt Construction Group, Indianapolis, Indiana



Project Location: Louisville, Kentucky

Contract Amount: \$6,000,000

Installation of literally thousands of voice/data outlets in the entire new hub

The one billion dollar expansion of its global all-points air facility in Louisville more than doubled the size of the sorting complex to 4,000,000 square feet. Packages are routed through the system's 122 miles of conveyors in as little as eight minutes. The entire operation is expandable to accommodate up to 500,000 packages per hour.

Eastern State Hospital Replacement Facility

Client / Owner: Commonwealth of Kentucky

GC / CM: DW Wilburn

Project Location: Lexington, KY

Contract Amount: \$12,000,000

Architect / Engineer: AJRC / Staggs & Fischer

Project Size: 323,464sf

New Facility to provide contemporary psychiatric treatment in a residential setting. The main building is 273,000 sf, three story, on a 28 acre site at the University of Kentucky Coldstream Farm. The project includes four personal care homes at 12,616 sf each. The new campus includes 168 adult psych beds, 25 forensic beds, 25 geriatric beds, 12 acquired brain injury beds and 48 personal care home beds. The project will be LEED Certified (Silver) when completed.

KFC Yum Center, Louisville, KY

Client / Owner: Louisville Arena Authority

GC / CM: M.A. Mortenson, Minneapolis, MN

Project Location: Louisville, KY

Contract Amount: \$12,200,000

The KFC YUM! Center project is a new, multi-purpose, 22,000 seat, 721,762 square foot arena located in Louisville Kentucky. It will be the home arena for the University of Louisville men's and women's basketball teams as well as accommodating a variety of other events including NCAA championships and concerts. It has seven levels, 71 suites, four party suites, 62 junior suites, and nearly 3,000 club seats. The arena has multiple club lounges, a 2,500 square foot store, a restaurant overlooking the Ohio River and 32,000 square feet of meeting space.

Papa John's Cardinal Stadium, Louisville, KY

Client / Owner: University of Louisville, Louisville, Kentucky

GC / CM: Hunt Construction Group, Indianapolis, Indiana

Project Location: Louisville, Kentucky

B.E. Payne Water Treatment Plant, Louisville, KY

Client / Owner: Louisville Water Company

GC / CM: Judy Construction Company, Cynthiana, Kentucky

Project Location: Louisville, Kentucky

Project Size: \$4,200,000

Construct new generator building, install new primary service, secondary services, switchgear and controls.



Vencill Enterprises LLC

References

- Nelson County EMA , Joe Prewitt (502) 249-1125, ncemsjoe@aol.com : Obstruction Lighting and Two-Way Communication systems.
- Cumulus Radio, William Smith (859) 983-4568, dtvguru@gmail.com : Obstruction Lighting , Tower Inspection and Maintenance and Two-Way Communication systems.
- Madison County EMA , Dwayne Brumley (859)267-0643,dwaynebrumley@madisoncountyky.us : Obstruction Lighting , Tower Inspection and Maintenance and Two-Way Communication systems.
- Mago Construction , Chuck Brady (502) 349-8036,cbrady@bardstowncable.net : Obstruction Lighting , Tower Inspection and Maintenance and Two-Way Communication systems.



Itemized Pricing:

Site Name / ASR	Labor Price	Equipment Price	Warranty Spares	5 Year Labor Warranty
EOC / ASR-1269058	\$ 5,280.00	\$ 16,634.00	\$ -	\$ 1,250.00
Jolly Ridge / ASR-1269022	\$ 3,960.00	\$ 6,852.00	\$ -	\$ 1,250.00
Big Hill / ASR-1269019	\$ 3,960.00	\$ 6,852.00	\$ -	\$ 1,250.00
Lexington Road - ASR1269043	\$ 3,960.00	\$ 6,852.00	\$ -	\$ 1,250.00
Moberly / ASR1269043	\$ 3,960.00	\$ 6,852.00	\$ -	\$ 1,250.00
Enterprise / ASR1269012	\$ 3,960.00	\$ 6,852.00	\$ -	\$ 1,250.00
North Bound / ASR1269037	\$ 3,960.00	\$ 6,852.00	\$ -	\$ 1,250.00
Old Highway 25 / ASR1269005	\$ 3,960.00	\$ 6,852.00	\$ -	\$ 1,250.00
Electrical Contractor	\$ 2,400.00			
Consumable Materials	\$ -	\$ 840.00	\$ -	\$ -
Spare Parts (Two Complete Systems)	\$ -	\$ -	\$ 13,704.00	\$ -
Totals--	\$ 35,400.00	\$ 65,438.00	\$ 13,704.00	\$ 10,000.00
Project Total	\$ 124,542.00			



Vencill Enterprises LLC

Obstruction Lighting Warranty for Parts and Labor

Vencill Enterprises LLC, shall warranty Equipment supplied under the contract and under warranty by the manufacturer for a period of five years from the date of acceptance for operation (substantial completion) by the Owner (the County).

The equipment shall be warranted to be free from defects in workmanship, design, and materials. If any part of the equipment should fail during the warranty period, it shall be replaced, and the equipment restored to service at no expense to the Owner (the County).

Vencill Enterprises shall provide prompt repair, within 24-48 hours during the course of the stated warranty period, and file all applicable NOTAMs with the FAA during system outages as required.

Vencill Enterprises LLC, shall deliver to the Owner or Owner's Representatives, prior to final acceptance for operation of any item of equipment, the manufacturer's written warranty as above. The manufacturer's warranty period shall run concurrently with the Contractor's warranty. The Contractor shall be responsible for obtaining equipment warranties from each of the respective suppliers or manufacturers for the equipment specified. Manufacturer equipment warranties shall be transferred to the Owner.

Vencill Enterprises LLC, will provide a replacement spare parts inventory consisting of two complete systems and installation kits (held in the County's premises) and will provide written notice to the County 24 months prior to discontinuance of any system components to provide the County an opportunity to allow for "last time buys" and replenishment.

Vencill Enterprises LLC, shall provide a single local telephone number (859) 339-1260 that answers 24-hours a day, 7-days a week, 365-days a year for service requests and warranty claims.

No extended warranty period will be provided by Vencill Enterprises LLC beyond the previously stated and detailed 5 year warranty period..

RFP Section	Description	Compliance Level Met				Respondent's Clarifications and Comments
		Comply	Comply (w/ Clarification)	Exception	N/A	
2.3	RFP Questions	X				
2.4	Submittal of Responses	X				
2.4.1	Project Knowledge	X				
2.4.2	Submittal Requirements	X				
2.4.3	Submittal Deadline	X				
2.4.4	Facsimile E-mail Responses	X				
2.4.5	Public Inspection	X				
2.4.6	Correction, Modification or Withdrawal of Proposals	X				
2.5	Respondent Responsibilities	X				
2.5.1	RFP Familiarity	X				
2.5.2	Erroneous Claim	X				
2.5.3	Terms and Conditions	X				
2.5.4	Site Coordination	X				
2.5.5	Compliance with all Applicable Laws	X				
2.6	Accuracy of Information	X				
2.7	General Terms and Conditions	X				
2.7.1	Contract Contents	X				
2.7.2	General Terms and Conditions	X				
2.7.3	Delivery Terms and Transportation Charges	X				
2.7.4	Right of Inspection and Rejection	X				
2.7.5	Conditions of Work	X				
2.7.6	Workforce	X				
2.7.7	Compliance with Safety Regulations	X				
2.7.8	Invoicing and Payment	X				
2.7.9	Right to Audit	X				
2.7.10	Subcontractors	X				

RFP Section	Description	Compliance Level Met				Respondent's Clarifications and Comments
		Comply	Comply (w) Clarification	Exception	N/A	
2.7.11	Warranties	X				
2.7.12	Termination	X				
2.7.13	Delays	X				
2.7.14	Indemnity	X				
2.7.15	Insurance	X				
2.7.16	Notices	X				
2.7.17	Rights to Proposal, Bid, Quotation, and Contractual Material	X				
2.7.18	Confidentiality	X				
2.7.19	Advertising	X				
2.7.20	Gifts and Gratuities	X				
2.7.21	Prohibition Against Personal Interest in Contracts	X				
2.7.22	Independent Contractor	X				
2.7.23	Assignment/Delegation	X				
2.7.24	Waiver	X				
2.7.25	Modifications	X				
2.7.26	Final Agreement	X				
2.7.27	Dispute Resolution	X				
2.7.28	Jurisdiction and Venue	X				
2.7.29	Invalidity	X				
2.7.30	Title and Risk of Loss	X				
2.7.31	Bonds	X				
2.7.32	Non-Solicitation	X				
2.7.33	Non-Discrimination	X				
2.7.34	Liquidated Damages	X				
2.7.35	Prevailing Wages as Required by Kentucky Labor Code	X				
2.7.36	Valid Time Period	X				

RFP Section	Description	Compliance Level Met				Respondent's Clarifications and Comments
		Comply	Comply (w/ Clarification)	Exception	N/A	
3 — Grounding						
3.1	Overview	X				
3.2	Reference Standards	X				
3.3	QA/QC	X				
3.4	Grounding and Lightning Protection	X				
3.5	Marking and Labeling	X				
3.6	Installation	X				
3.7	Final Testing and Acceptance	X				
4 — Warranty and Support						
4.1	Warranty		X			Clarification stated in Warranty Proposal
4.2	Extended Warranty				X	No extended warranty past 5 years.
4.3	Parts Availability	X				
4.4	Spare Equipment	X				
Appendix A —	Compliance Matrix					

CONSTRUCTION CONTRACT

This Construction Contract (the "Contract" or "Agreement") is made as of May 16, 2022 (the "Effective Date") by and between Madison County EM/CSEPP of 560 S. Keeneland Drive, Richmond, Kentucky 40475, and Vencill Enterprises, LLC of 1160 Menelaus Rd, Berea, Kentucky 40403.

Vencill Enterprises, LLC desires to provide Construction services to Madison County EM/CSEPP and Madison County EM/CSEPP desires to obtain such services from Vencill Enterprises, LLC.

THEREFORE, in consideration of the mutual promises set forth below, the parties agree as follows:

1. DESCRIPTION OF SERVICES. Beginning on May 16, 2022, Vencill Enterprises, LLC will provide to Madison County EM/CSEPP the following services (collectively, the "Services"):

FAA Tower Obstruction lighting replacement

2. SCOPE OF WORK. Vencill Enterprises, LLC will provide all services, materials and labor for the construction of 8 Communication Towers described above at the property of Madison County EM/CSEPP located at: Madison County KY, Richmond, Kentucky, 40475 hereinafter referred to as ("Worksite").

This includes building and construction materials, necessary labor and site security, and all required tools and machinery needed for completion of construction.

Vencill Enterprises, LLC is only responsible for furnishing any building improvements related to construction of the structure, but not related to landscaping, grading, walkways, painting, sewer or water systems, steps, driveways, patios and aprons, etc., unless they are specifically agreed to in writing.

3. PLANS, SPECIFICATIONS AND CONSTRUCTION DOCUMENTS. Madison County EM/CSEPP will make available to Vencill Enterprises, LLC all plans, specifications, drawings, blueprints, and similar construction documents necessary for Vencill Enterprises, LLC to provide the Services described herein. Any such materials shall remain the property of Madison County EM/CSEPP. Vencill Enterprises, LLC will promptly return all such materials to Madison County EM/CSEPP upon completion of the Services.

4. COMPLIANCE WITH LAWS. Vencill Enterprises, LLC shall provide the Services in a workmanlike manner, and in compliance with all applicable federal, state and local laws and regulations, including, but not limited to all provisions of the Fair Labor Standards Act, the Americans with Disabilities Act, and the Federal Family and Medical Leave Act.

5. WORK SITE. Madison County EM/CSEPP warrants that Madison County EM/CSEPP owns the property herein described and is authorized to enter into this contract. Prior to the start of construction, Madison County EM/CSEPP shall provide an easily accessible building site, which meets all zoning requirements for the structure, and in which the boundaries of Madison County EM/CSEPP's property will be clearly identified by stakes at all corners of the property. Madison County EM/CSEPP shall maintain these stakes in proper position throughout construction.

6. MATERIALS AND/OR LABOR PROVIDED. Vencill Enterprises, LLC shall provide to Madison County EM/CSEPP a List of each and every party furnishing materials and/or labor to Vencill Enterprises, LLC as part of the Services, and the dollar amounts due or expected to be due with regards to provision of the Services herein described. This List of materials and/or labor shall be attached to this Agreement as Exhibit A. Vencill Enterprises, LLC declares, under the laws of the Commonwealth of Kentucky, that this

List is a true and correct statement of each and every party providing materials and/or labor as part of the Services herein described.

Vencill Enterprises, LLC may substitute materials only with the express written approval of Madison County EM/CSEPP, provided that the substituted materials are no lesser quality than those previously agreed upon by Madison County EM/CSEPP and Vencill Enterprises, LLC.

7. PAYMENT. Payment shall be made to Vencill Enterprises, LLC, Berea, Kentucky 40403. Madison County EM/CSEPP agrees to pay the total sum of \$124,542.00 as follows:

Event: 40% to be invoiced a contract signing

Payment Amount: \$49,816.80

Event: 40% to be invoiced at completion of work

Payment Amount: \$49,816.80

Event: 20% to be invoiced at acceptance

Payment Amount: \$24,908.40

If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 8 percent per year, or the maximum percentage allowed under applicable laws, whichever is less. Madison County EM/CSEPP shall pay all costs of collection, including without limitation, reasonable attorney fees.

In addition to any other right or remedy provided by law, if Madison County EM/CSEPP fails to pay for the Services when due, Vencill Enterprises, LLC has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Agreement and/or seek legal remedies.

8. OTHER PAYMENT PROVISIONS. 30 day net from time of invoice

9. TERM. Vencill Enterprises, LLC shall commence the work to be performed within 30 days of May 16, 2022 and shall complete the work on or before December 25, 2022, time being of the essence of this contract.

Upon completion of the project, Madison County EM/CSEPP agrees to sign a Notice of Completion within ten (10) days after the completion of the contract. If the project passes its final inspection and Madison County EM/CSEPP does not provide the Notice, Vencill Enterprises, LLC may sign the Notice of Completion on behalf of Madison County EM/CSEPP.

10. PERMITS. Madison County EM/CSEPP shall obtain all necessary building permits. Vencill Enterprises, LLC shall apply for and obtain any other necessary permits and licenses required by the local municipal/county government to do the work, the cost thereof shall be included as part of the Payment to Vencill Enterprises, LLC under this Contract.

11. INSURANCE. Before work begins under this Contract, Vencill Enterprises, LLC shall furnish certificates of insurance to Madison County EM/CSEPP substantiating that Vencill Enterprises, LLC has placed in force valid insurance covering its full liability under the Workers' Compensation laws of the Commonwealth of Kentucky and shall furnish and maintain general liability insurance, and builder's risk insurance for injury to or death of a person or persons, and for personal injury or death suffered in any construction related accident and property damage incurred in rendering the Services.

12. CONFIDENTIALITY. Vencill Enterprises, LLC, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Vencill Enterprises, LLC, or divulge, disclose, or communicate in any manner, any information that is proprietary to Madison

County EM/CSEPP. Vencill Enterprises, LLC and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

Upon termination of this Contract, Vencill Enterprises, LLC will return to Madison County EM/CSEPP all records, notes, documentation and other items that were used, created, or controlled by Vencill Enterprises, LLC during the term of this Contract.

13. WARRANTY. Vencill Enterprises, LLC shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Vencill Enterprises, LLC's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Vencill Enterprises, LLC on similar projects. Vencill Enterprises, LLC shall construct the structure in conformance with the plans, specifications, and any breakdown and binder receipt signed by Vencill Enterprises, LLC and Madison County EM/CSEPP.

14. FREE ACCESS TO WORKSITE. Madison County EM/CSEPP will allow free access to work areas for workers and vehicles and will allow areas for the storage of materials and debris. Driveways will be kept clear for the movement of vehicles during work hours. Vencill Enterprises, LLC will make reasonable efforts to protect driveways, lawns, shrubs, and other vegetation. Vencill Enterprises, LLC also agrees to keep the Worksite clean and orderly and to remove all debris as needed during the hours of work in order to maintain work conditions which do not cause health or safety hazards.

15. UTILITIES. Madison County EM/CSEPP shall provide and maintain water and electrical service, connect permanent electrical service, gas service or oil service, whichever is applicable, and tanks and lines to the building constructed under this Agreement after an acceptable cover inspection has been completed, and prior to the installation of any inside wall cover. Madison County EM/CSEPP shall, at Madison County EM/CSEPP's expense, connect sewage disposal and water lines to said building prior to the start of construction, and at all times maintain sewage disposal and water lines during construction as applicable. Madison County EM/CSEPP shall permit Vencill Enterprises, LLC to use, at no cost, any electrical power and water use necessary to carry out and complete the work.

16. INSPECTION. Madison County EM/CSEPP shall have the right to inspect all work performed under this Contract. All defects and uncompleted items shall be reported immediately. All work that needs to be inspected or tested and certified by an engineer as a condition of any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of construction and before further construction can continue. All inspection and certification will be done at Madison County EM/CSEPP's expense.

17. DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure of Madison County EM/CSEPP to make a required payment when due.
- b. The insolvency of either party or if either party shall, either voluntarily or involuntarily, become a debtor of or seek protection under Title 11 of the United States Bankruptcy Code.
- c. A lawsuit is brought on any claim, seizure, lien or levy for labor performed or materials used on or furnished to the project by either party, or there is a general assignment for the benefit of creditors, application or sale for or by any creditor or government agency brought against either party.
- d. The failure of Madison County EM/CSEPP to make the building site available or the failure of Vencill Enterprises, LLC to deliver the Services in the time and manner provided for in this

Agreement.

18. REMEDIES. In addition to any and all other rights a party may have available according to law of the Commonwealth of Kentucky, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving said notice shall have 30 days from the effective date of said notice to cure the default(s) or begin substantial completion if completion cannot be made in 30 days. Unless waived by a party providing notice, the failure to cure or begin curing, the default(s) within such time period shall result in the automatic termination of this Contract.

19. FORCE MAJEURE. If performance of this Contract or any obligation thereunder is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, but not be limited to, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm, casualty, illness, injury, general unavailability of materials or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

20. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

21. ENTIRE AGREEMENT. This Contract contains the entire Agreement of the parties, and there are no other promises or conditions in any other contract or agreement whether oral or written concerning the subject matter of this Agreement. Any amendments must be in writing and signed by each party. This Agreement supersedes any prior written or oral agreements between the parties.

22. SEVERABILITY. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

23. AMENDMENT. This Agreement may be modified or amended in writing, if the writing is signed by each party.

24. GOVERNING LAW. This Agreement shall be construed in accordance with, and governed by the laws of the Commonwealth of Kentucky, without regard to any choice of law provisions of Kentucky or any other jurisdiction.

25. NOTICE. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

26. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

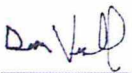
27. SIGNATORIES. This Agreement shall be signed on behalf of Madison County EM/CSEPP by Dustin Heiser, Director and on behalf of Vencill Enterprises, LLC by Dean Vencill, Owner (Contractor's License: 000850033) and shall be effective as of the date first written above.

Owner:
Madison County EM/CSEPP

By: 
Dustin Heiser
Director

Date: 05/27/2022

Contractor:
Vencill Enterprises, LLC
Contractor's License: 000850033

By: 
Dean Vencill
Owner

Date: 05/16/2022

CONSTRUCTION CONTRACT

This Construction Contract (the "Contract" or "Agreement") is made as of May 16, 2022 (the "Effective Date") by and between Madison County EM/CSEPP of 560 S. Keeneland Drive, Richmond, Kentucky 40475, and Vencill Enterprises, LLC of 1160 Menelaus Rd, Berea, Kentucky 40403.

Vencill Enterprises, LLC desires to provide Construction services to Madison County EM/CSEPP and Madison County EM/CSEPP desires to obtain such services from Vencill Enterprises, LLC.

THEREFORE, in consideration of the mutual promises set forth below, the parties agree as follows:

1. DESCRIPTION OF SERVICES. Beginning on May 16, 2022, Vencill Enterprises, LLC will provide to Madison County EM/CSEPP the following services (collectively, the "Services"):

FAA Tower Obstruction lighting replacement

2. SCOPE OF WORK. Vencill Enterprises, LLC will provide all services, materials and labor for the construction of 8 Communication Towers described above at the property of Madison County EM/CSEPP located at: Madison County KY, Richmond, Kentucky, 40475 hereinafter referred to as ("Worksite").

This includes building and construction materials, necessary labor and site security, and all required tools and machinery needed for completion of construction.

Vencill Enterprises, LLC is only responsible for furnishing any building improvements related to construction of the structure, but not related to landscaping, grading, walkways, painting, sewer or water systems, steps, driveways, patios and aprons, etc., unless they are specifically agreed to in writing.

3. PLANS, SPECIFICATIONS AND CONSTRUCTION DOCUMENTS. Madison County EM/CSEPP will make available to Vencill Enterprises, LLC all plans, specifications, drawings, blueprints, and similar construction documents necessary for Vencill Enterprises, LLC to provide the Services described herein. Any such materials shall remain the property of Madison County EM/CSEPP. Vencill Enterprises, LLC will promptly return all such materials to Madison County EM/CSEPP upon completion of the Services.

4. COMPLIANCE WITH LAWS. Vencill Enterprises, LLC shall provide the Services in a workmanlike manner, and in compliance with all applicable federal, state and local laws and regulations, including, but not limited to all provisions of the Fair Labor Standards Act, the Americans with Disabilities Act, and the Federal Family and Medical Leave Act.

5. WORK SITE. Madison County EM/CSEPP warrants that Madison County EM/CSEPP owns the property herein described and is authorized to enter into this contract. Prior to the start of construction, Madison County EM/CSEPP shall provide an easily accessible building site, which meets all zoning requirements for the structure, and in which the boundaries of Madison County EM/CSEPP's property will be clearly identified by stakes at all corners of the property. Madison County EM/CSEPP shall maintain these stakes in proper position throughout construction.

6. MATERIALS AND/OR LABOR PROVIDED. Vencill Enterprises, LLC shall provide to Madison County EM/CSEPP a List of each and every party furnishing materials and/or labor to Vencill Enterprises, LLC as part of the Services, and the dollar amounts due or expected to be due with regards to provision of the Services herein described. This List of materials and/or labor shall be attached to this Agreement as Exhibit A. Vencill Enterprises, LLC declares, under the laws of the Commonwealth of Kentucky, that this

County EM/CSEPP. Vencill Enterprises, LLC and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

Upon termination of this Contract, Vencill Enterprises, LLC will return to Madison County EM/CSEPP all records, notes, documentation and other items that were used, created, or controlled by Vencill Enterprises, LLC during the term of this Contract.

13. WARRANTY. Vencill Enterprises, LLC shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Vencill Enterprises, LLC's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Vencill Enterprises, LLC on similar projects. Vencill Enterprises, LLC shall construct the structure in conformance with the plans, specifications, and any breakdown and binder receipt signed by Vencill Enterprises, LLC and Madison County EM/CSEPP.

14. FREE ACCESS TO WORKSITE. Madison County EM/CSEPP will allow free access to work areas for workers and vehicles and will allow areas for the storage of materials and debris. Driveways will be kept clear for the movement of vehicles during work hours. Vencill Enterprises, LLC will make reasonable efforts to protect driveways, lawns, shrubs, and other vegetation. Vencill Enterprises, LLC also agrees to keep the Worksite clean and orderly and to remove all debris as needed during the hours of work in order to maintain work conditions which do not cause health or safety hazards.

15. UTILITIES. Madison County EM/CSEPP shall provide and maintain water and electrical service, connect permanent electrical service, gas service or oil service, whichever is applicable, and tanks and lines to the building constructed under this Agreement after an acceptable cover inspection has been completed, and prior to the installation of any inside wall cover. Madison County EM/CSEPP shall, at Madison County EM/CSEPP's expense, connect sewage disposal and water lines to said building prior to the start of construction, and at all times maintain sewage disposal and water lines during construction as applicable. Madison County EM/CSEPP shall permit Vencill Enterprises, LLC to use, at no cost, any electrical power and water use necessary to carry out and complete the work.

16. INSPECTION. Madison County EM/CSEPP shall have the right to inspect all work performed under this Contract. All defects and uncompleted items shall be reported immediately. All work that needs to be inspected or tested and certified by an engineer as a condition of any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of construction and before further construction can continue. All inspection and certification will be done at Madison County EM/CSEPP's expense.

17. DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure of Madison County EM/CSEPP to make a required payment when due.
- b. The insolvency of either party or if either party shall, either voluntarily or involuntarily, become a debtor of or seek protection under Title 11 of the United States Bankruptcy Code.
- c. A lawsuit is brought on any claim, seizure, lien or levy for labor performed or materials used on or furnished to the project by either party, or there is a general assignment for the benefit of creditors, application or sale for or by any creditor or government agency brought against either party.
- d. The failure of Madison County EM/CSEPP to make the building site available or the failure of Vencill Enterprises, LLC to deliver the Services in the time and manner provided for in this

25. NOTICE. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

26. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

27. SIGNATORIES. This Agreement shall be signed on behalf of Madison County EM/CSEPP by Dustin Heiser, Director and on behalf of Vencill Enterprises, LLC by Dean Vencill, Owner (Contractor's License: 000850033) and shall be effective as of the date first written above.

Owner:
Madison County EM/CSEPP

By: 
Dustin Heiser
Director

Date: 05/27/2022

Contractor:
Vencill Enterprises, LLC
Contractor's License: 000850033

By: 
Dean Vencill
Owner

Date: 05/16/2022