

PART VI
CONTRACT AGREEMENT

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PART VI

CONTRACT AGREEMENT

THIS AGREEMENT, made on the 21st day of May, 20 , by and between **Lexington-Fayette Urban County Government**, acting herein called "OWNER" and **Swift Roofing of E-town Inc.**, doing business as a corporation located in the City of Elizabethtown, County of Hardin, and State of Kentucky, hereinafter called "CONTRACTOR."

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of three million six hundred sixty-three thousand two hundred Dollars and No Cents (\$3,663,200.00) quoted in the proposal by the CONTRACTOR, dated April 28, 2026, hereby agree to commence and complete the construction described as follows:

1. SCOPE OF WORK

The CONTRACTOR shall furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, General Conditions, Special Conditions of the Contract, the Specifications, Contract Documents, and IonWave Q&A and Addenda, therefore as prepared by Patrick D. Murphy Co. Inc., Architects for the Full Roof Replacement at the Fayette County Circuit and District Courthouses project.

2. TIME OF COMPLETION

The time estimated and authorized by the OWNER for the proper execution of the Work by the Contract, in full, is hereby fixed as three hundred fifty-one (351) calendar days to substantial completion and an additional forty-five (45) calendar days to final completion date. The time shall begin in accordance with the Notice to Proceed provided by OWNER.

3. ISSUANCE OF WORK ORDERS

Notice to begin Work will be given in whole or for part of the Work as determined by the OWNER pending the availability of funds. The order of construction will be as determined after consultation between the CONTRACTOR and the OWNER.

4. THE CONTRACT SUM

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the Contract, as quoted in the proposal, subject to any additions and deductions, as provided therein.

5. PROGRESS PAYMENTS

The OWNER shall make payments on account of the Contract, as provided in accordance with the General Conditions, less the aggregate of previous payments.

6. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due within ninety (90) days after completion of the Work, provided the Work be then fully completed and the Contract fully accepted.

Before issuance of final certificate, the CONTRACTOR shall submit evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the Work has been paid.

If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of the CONTRACTOR, the OWNER shall without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

7. THE CONTRACT DOCUMENTS

The Advertisement for Bids, Information for Bidders, the General Conditions, Performance and Payment Bonds, Contract Agreement, Special Conditions, Technical Specifications, any and all Addenda, and Proposal, Ion Wave Q&A, and Plan Drawings form the Contract, and they are fully a part of the Contract as if hereto attached or herein repeated.

8. EXTRA WORK

The OWNER, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the Work, the Contract Sum being adjusted accordingly. All such Work shall be executed and paid for in accordance with the General Conditions, which is a part of this Contract.

9. **THE FOLLOWING IS AN ENUMERATION OF THE SPECIFICATIONS AND DRAWINGS (CONTRACT DOCUMENTS):**

SPECIFICATIONS

**SECTION
NO.**

TITLE

I	Advertisement for Bids
II	Information for Bidders
III	Form of Proposal
IV	General Conditions
V	Special Conditions
VI	Contract Agreement
VII	Performance and Payment Bonds
VIII	Addenda
IX	Technical Specifications and Drawings

IN WITNESSETH WHEREOF, the parties hereto have executed this Contract as of the date and year above written.

(Seal)

Lexington-Fayette Urban County Government.
Lexington, Kentucky
(Owner)

ATTEST:

[Signature]
Clerk of the Urban County Council

BY: Rinda Gorton
MAYOR

Mackenzie Stock
(Witness)

Mayor
(Title)

(Seal)

Swift Roofing of E-town, Inc.
(Contractor)

Jeanne Shissner
(Secretary)*

BY: [Signature]

Rinda Gorton
(Witness)

PRESIDENT
(Title)

108 S. Park Cir. Elizabethtown, Ky 42701
(Address and Zip Code)

IMPORTANT: *Strike out any non-applicable terms.

Secretary of the Owner should attest. If the CONTRACTOR is corporation,
Secretary should attest. Give proper title of each person-executing Contract.

PART VII

PERFORMANCE BOND

Bond No. F353257

KNOW ALL MEN BY THESE PRESENTS, that

Swift Roofing of E'Town, Inc.

(Name of CONTRACTOR)

108 South Park Circle, Elizabethtown, KY 42701

(Address of CONTRACTOR)

a Corporation hereinafter
(Corporation, Partnership, or Individual)

called Principal, and Great American Insurance Company
(Name of Surety)

301 E. 4th Street, Cincinnati, OH 45202

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 East Main Street, Third Floor
Lexington, Kentucky 40507

hereinafter called "OWNER" in the penal sum of: Three million six hundred sixty three thousand two hundred and 00/100 Dollars, (\$ 3,663,200.00), for the payment of whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal by written agreement is entering into a Contract with OWNER for Full Roof Replacement at the Fayette County Circuit and District Courthouses in accordance with drawings and specifications prepared by: Patrick D. Murphy Co. Inc., Architects which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the OWNER.

Whenever, Principal shall be, and declared by OWNER to be in default under the Contract, the OWNER having performed OWNER'S obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

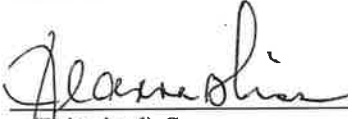
- (1) Complete the Contract in accordance with its terms and conditions or
- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or if the OWNER elects, upon determination by the OWNER and Surety jointly of the lowest responsible bidder, arrange for a Contract between such bidder and OWNER, and make available as Work progresses (even though there may be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price", as used in this paragraph shall mean the total amount payable by OWNER to Principal under the Contract and any amendments thereto, less the amount properly paid by OWNER to Principal.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the heirs, executors, administrators or successors of OWNER.

IN WITNESS WHEREOF, this instrument is executed in 3 (three) each one of which shall be
(number)
deemed an original, this the _____ day of _____, 20_____.

ATTEST:


(Principal) Secretary

Swift Roofing of E'Town, Inc.

Principal

BY:  (s)

108 South Park Circle

(Address)

Elizabethtown, KY 42701


Witness as to Principal

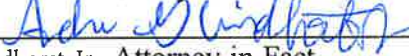
108 S. Park Circle
(Address)
Elizabethtown, Ky 42701

ATTEST:


(Surety) Secretary Elizabeth Dawson

Great American Insurance Company

Surety

BY: 
Andrew G. Windhorst, Jr., Attorney-in-Fact

301 E. 4th Street

(Address)

Cincinnati, OH 45202

(SEAL)


Witness as to Surety Kevin H. Bowling
1601 Alliant Avenue
(Address)
Louisville, KY 40299

TITLE: Andrew G. Windhorst, Jr., Attorney-In-Fact
Surety

BY: _____

TITLE: Kevin H. Bowling, Attorney-In-Fact

NOTE: The number of executed counterparts of the bond shall coincide with the number of executed counterparts of the Contract.

PART VII

PAYMENT BOND

Bond No. F353257

KNOW ALL MEN BY THESE PRESENT: that

Swift Roofing of E'Town, Inc.

(Name of Contractor)

108 South Park Circle, Elizabethtown, KY 42701

(Address of Contractor)

a _____ Corporation, hereinafter

(Corporation, Partnership or Individual)

called Principal, and _____ Great American Insurance Company

(Name of Surety)

301 E. 4th Street, Cincinnati, OH 45202

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

200 East Main Street, Third Floor

Lexington, Kentucky 40507

Obligee, hereinafter called OWNER, for the use and benefit of claimants as hereinafter defined, in the amount of _____ Three million six hundred sixty three thousand two hundred and 00/100 _____ Dollars (\$ 3,663,200.00)

the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal by written agreement is entering into a Contract with OWNER for _____ Full Roof Replacement at the Fayette County Circuit and District Courthouses _____ in accordance with drawings and specifications prepared by: _____ Patrick D. Murphy Co. Inc., Architects _____ which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions.

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the OWNER that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - (a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the OWNER, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the Work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the Work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, OWNER, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 - (b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - (c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against aid improvement, whether or not claim for the amount of such lien be presented under and against this bond.

IN WITNESS WHEREOF, this instrument is executed in 3 (three) counterparts, each one of
(number)

which shall be deemed an original, this the _____ day of _____, 20_____.

ATTEST:


(Principal) Secretary

Swift Roofing of E'Town, Inc.

(Principal)

(SEAL)

BY:  (s)

108 South Park Circle

(Address)

Elizabethtown, KY 42701


(Witness to Principal)

108 S. Park Circle

(Address)

Elizabethtown, Ky 42701

Great American Insurance Company

(Surety)

ATTEST:

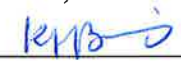


(Surety) Secretary Elizabeth Dawson

BY: 

(Attorney-in-Fact) Andrew G. Windhorst, Jr.

(SEAL)


Witness as to Surety Kevin H. Bowling
1601 Alliant Avenue

(Address)

Louisville, KY 40299

301 E. 4th Street

(Address)

Cincinnati, OH 45202

Andrew G. Windhorst, Jr., Attorney-in-Fact

NOTE: The number of executed counterparts of the bond shall coincide with the number of executed counterparts of the Contract.

END OF SECTION

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than ELEVEN

No. 0 22812

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
WILLIAM A. KANTLEHNER, III	ALL OF	ALL
THOMAS J. MITCHELL	LOUISVILLE,	\$100,000,000
RYAN P. MITCHELL	KENTUCKY	
CHRISTOPHER E. VON ALLMEN		
ANDREW G. WINDHORST, JR.		
ANDREA CORTES		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 18TH day of DECEMBER, 2025

Attest

GREAT AMERICAN INSURANCE COMPANY



Atty L C. B.

Assistant Secretary

John K. Webster

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

JOHN K. WEBSTER (877-377-2405)

On this 18TH day of DECEMBER, 2025, before me personally appeared JOHN K. WEBSTER, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2030

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

day of



Atty L C. B.

Assistant Secretary