

**PART VI**

**CONTRACT AGREEMENT**

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## PART VI

### CONTRACT AGREEMENT

THIS AGREEMENT, made on the 10 day of January, 2023, by and between **Lexington-Fayette Urban County Government**, acting herein called "OWNER" and **Perdue Environmental Contracting Company**, doing business as a corporation located in the City of Nicholasville, County of Jessamine, and State of Kentucky, hereinafter called "CONTRACTOR."

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of six hundred sixty-six thousand six hundred thirty-nine Dollars and seventy-four Cents (\$666,639.74) quoted in the proposal by the CONTRACTOR, dated November 21, 2022, 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, the General Conditions, and the Special Conditions of the Contract, the Specifications and Contract Documents therefore as prepared by Tetra Tech for the Improvements to Former Jacobs Creek Pike Landfill project.

#### **2. TIME OF COMPLETION**

The dates estimated and authorized by the OWNER for the proper execution of the Work by the Contract, in full, is hereby fixed as ninety (90) calendar days to final completion. 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**

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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)

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:

*MacKenzie Stovall*  
Deputy Clerk of the Urban County Council

BY: *Linda Gorton*  
MAYOR

*Michelle Leh*  
(Witness)

*Mayor*  
(Title)

(Seal)

*Scott W*  
(Secretary)\*

(Contractor)  
BY: *Scott W*

*Ken Beaus*  
(Witness)

*President*  
(Title)

My Commission Expires 09-18-2026  
ID # KYNP56774

*250 Etter Dr Nicholasville KY 40356*  
(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**

KNOW ALL MEN BY THESE PRESENTS, that

\_\_\_\_\_ Perdue Environmental Contracting Company, Inc.  
(Name of CONTRACTOR)

\_\_\_\_\_ 250 Etter Drive, Nicholasville, KY 40356  
(Address of CONTRACTOR)

a \_\_\_\_\_ Corporation \_\_\_\_\_, hereinafter  
(Corporation, Partnership, or Individual)

called Principal, and \_\_\_\_\_ Great Midwest Insurance Company  
(Name of Surety)

\_\_\_\_\_ 800 Gessner Road, Suite 600, Houston, TX 77024  
(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: Six Hundred Sixty Six Thousand Six Hundred Thirty Nine & 74/100  
Dollars, (\$ 666,639.74), 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  
Improvements at Former Jacks Creek Pike Landfill in accordance with drawings and  
specifications prepared by: Tetra Tech 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 each one of which shall be  
(number)  
deemed an original, this the 12th day of January, 2023.

ATTEST:

[Signature]  
(Principal) Secretary

Perdue Environmental Contracting Company, Inc.  
Principal

BY: [Signature] (s)

250 Etter Drive  
(Address)  
Nicholasville, KY 40356

Keri Beaus  
Witness as to Principal  
220 Stephens Dr  
(Address)  
Nicholasville Ky 40356

My Commission Expires 09-18-2026  
ID # KYNP56774

Great Midwest Insurance Company  
Surety  
BY: [Signature]  
Amy Smith Attorney-in-Fact  
800 Gessner Road, Suite 600  
(Address)  
Houston, TX 77024

ATTEST:

[Signature]  
(Surety) Secretary Lynnette Long

(SEAL)

[Signature]  
Witness as to Surety  
2307 River Road, Suite 200  
(Address)  
Louisville, KY 40206

TITLE: \_\_\_\_\_  
Surety

BY: \_\_\_\_\_

TITLE: Kelsy Hoagland, Bond Assistant

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



**PART VII**

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENT: that

Perdue Environmental Contracting Company, Inc.

(Name of Contractor)

250 Etter Drive, Nicholasville, KY 40356

(Address of Contractor)

a \_\_\_\_\_ Corporation \_\_\_\_\_, hereinafter

(Corporation, Partnership or Individual)

called Principal, and Great Midwest Insurance Company

(Name of Surety)

800 Gessner Road, Suite 600, Houston, TX 77024

(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 Six Hundred Sixty Six Thousand Six Hundred Thirty Nine & 74/100 Dollars (\$ 666,639.74 ) 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 Improvements at Former Jacks Creek Landfill in accordance with drawings and specifications prepared by: Tetra Tech 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 counterparts, each one of (number)

which shall be deemed an original, this the 12th day of January, 2023.

ATTEST:

[Signature]  
(Principal) Secretary

Perdue Environmental Contracting Company, Inc.  
(Principal)

(SEAL)

BY: [Signature] (s)  
250 Etter Drive  
(Address)  
Nicholasville, KY 40356

[Signature]  
(Witness to Principal)  
220 Stephens Dr  
(Address)  
Nicholasville Ky 40356

My Commission Expires 09-18-2026  
ID # KYNP56774

Great Midwest Insurance Company  
(Surety)

ATTEST:

[Signature]  
(Surety) Secretary Lynnette Long

BY: [Signature]  
Amy Smith (Attorney-in-Fact)

(SEAL)

[Signature]  
Witness as to Surety Kelsy Hoagland, Bond Assistant  
2307 River Road, Suite 200  
(Address)  
Louisville, KY 40206

800 Gessner Road, Suite 600  
(Address)  
Houston, TX 77024

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

END OF SECTION

**POWER OF ATTORNEY**  
**Great Midwest Insurance Company**

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Amy Smith, Jason D. Cromwell, Raymond H. Hundley, James H. Martin, Deborah Neichter, Brook T. Smith, Jill Kemp, Ryan Britt, Michele Lacrosse, Barbara Duncan, Leigh McCarthy, Lynnette Long

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1<sup>st</sup> day of October, 2018 as follows:


Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

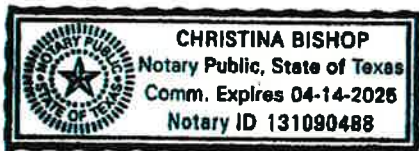



**GREAT MIDWEST INSURANCE COMPANY**

BY   
Mark W. Haushill  
President

**ACKNOWLEDGEMENT**

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY   
Christina Bishop  
Notary Public

**CERTIFICATE**

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 12th Day of January, 2023.



BY   
Leslie K. Shaunty  
Secretary

**"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.**