

**PART VI**  
**CONTRACT AGREEMENT**

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## PART VI

### CONTRACT AGREEMENT

THIS AGREEMENT, made on the 26<sup>th</sup> day of February, 2020, by and between **Lexington-Fayette Urban County Government**, acting herein called "OWNER" and **Todd Johnson Contracting Inc.**, doing business as a corporation located in the City of Danville, County of Boyle, and State of Kentucky, hereinafter called "CONTRACTOR."

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of five hundred twelve thousand four hundred two Dollars and forty-five Cents (\$512,402.45) quoted in the proposal by the CONTRACTOR, dated January 17, 2020, 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 GRW Engineers for the Old Todds Road Sidewalk Section II project.

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

The time period estimated and authorized by the OWNER for the proper execution of the Work by the Contract, in full, is hereby fixed as two hundred ten (210) calendar days. 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 by the Engineer after consultation with 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, as estimated by the Engineer, 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 Engineer 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, and the ENGINEER so certifies, the OWNER shall upon certificate of the ENGINEER, and 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, 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	PAGES
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I	Advertisement for Bids	AB 1 thru 5
II	Information for Bidders	IB 1 thru 10
III	Form of Proposal	P 1 thru 37
IV	General Conditions	GC 1 thru 52
V	Special Conditions	SC 1 thru 8
VI	Contract Agreement	CA 1 thru 6
VII	Performance and Payment Bonds	PB 1 thru 7
VIII	Addenda	AD 1 thru 1
IX	Technical Specifications	

SECTION A – GENERAL PROVISIONS	Error! Bookmark not defined.
SECTION B – MAINTENANCE OF TRAFFIC	Error! Bookmark not defined.
SECTION C – FINAL CLEANUP	Error! Bookmark not defined.
SECTION D – ALLOWANCES	Error! Bookmark not defined.
SECTION E – QUALITY CONTROL SERVICES	Error! Bookmark not defined.
SECTION 2 – CONSTRUCTION STAKING	Error! Bookmark not defined.
SECTION 3 – CLEARING AND GRUBBING	Error! Bookmark not defined.
SECTION 4 – EARTHWORK	Error! Bookmark not defined.
SECTION 5 - ROCK EXCAVATION (MECHANICAL)	Error! Bookmark not defined.
SECTION 7 – REMOVAL OF TREES AND STUMPS	Error! Bookmark not defined.
SECTION 9 – CRUSHED STONE	Error! Bookmark not defined.
SECTION 12 – CONCRETE SIDEWALK (4½" and 6")	Error! Bookmark not defined.
SECTION 13 – CONCRETE ENTRANCE PAVEMENT	Error! Bookmark not defined.
SECTION 14 - SIDEWALK RAMPS	Error! Bookmark not defined.
SECTION 15 – HEADER CURB AND CURB AND GUTTER	Error! Bookmark not defined.
SECTION 21 – CURB BOX INLET & JUNCTION BOX	Error! Bookmark not defined.
SECTION 25 – RCP STORM SEWER PIPE	Error! Bookmark not defined.
SECTION 30 – CYCLOPEAN STONE RIPRAP	Error! Bookmark not defined.
SECTION 31 – SEEDING AND PROTECTION	Error! Bookmark not defined.
SECTION 38 – FENCE	Error! Bookmark not defined.
SECTION 41 – EROSION AND SEDIMENT CONTROL	Error! Bookmark not defined.
SECTION 47 – CLASS A CONCRETE RETAINING WALL	Error! Bookmark not defined.
SECTION 48 – EROSION CONTROL BLANKET	Error! Bookmark not defined.
SECTION 55 – DETECTABLE WARNING SURFACE TILE	Error! Bookmark not defined.
SECTION 71 – THERMOPLASTIC PAVEMENT MARKINGS	Error! Bookmark not defined.
SECTION 72 – PREFABRICATED PEDESTRIAN BRIDGE	Error! Bookmark not defined.
SECTION 73 – ASPHALT PAVEMENT REPAIR	Error! Bookmark not defined.

PLAN DRAWINGS –  
COVER SHEET

G-101

G-102

C-101

C-102

C-201

C-202

C-203

C-204

C-301

C-302

C-303

C-304

C-501

C-502

C-503

S-101

S-102

S-103

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 Summers*  
Deputy Clerk of the Urban County Council

BY: *Linda Gorton*  
MAYOR

*[Signature]*  
(Witness)

*Linda Gorton, Mayor*  
(Title)

(Seal)

*Todd Johnson Contracting Inc.*  
(Contractor)

*Jean Johnson*  
(Secretary)\*

BY: *Linda Johnson*

*Amanda Johnson*  
(Witness)

*President*  
(Title)

*497 Dillehay St. Danville, KY 40422*  
(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

Todd Johnson Contracting, Inc.

\_\_\_\_\_  
(Name of CONTRACTOR)

497 Dillehay Street - Danville, KY 40422

\_\_\_\_\_  
(Address of CONTRACTOR)

a Kentucky Corporation, hereinafter  
(Corporation, Partnership, or Individual)

called Principal, and United Fire & Casualty Company

\_\_\_\_\_  
(Name of Surety)

P.O. Box 73909 - Cedar Rapids, IA 52407-3909

\_\_\_\_\_  
(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: Five Hundred Twelve Thousand Four Hundred Two and 45/100 Dollars, (\$ 512,402.45 ), 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 141-2019 (project name) Old Todds Road Sidewalk Section II in accordance with drawings and specifications prepared by: GRW (the Engineer) 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 4 each one of which shall be  
(number)  
deemed an original, this the 30th day of January, 2020.

ATTEST:

Jeremy Johnson  
(Principal) Secretary

Todd Johnson Contracting, Inc.  
Principal

BY: Amanda Johnson (s)

497 Dillehay Street  
(Address)  
Danville, KY 40422

Amanda Johnson  
Witness as to Principal

497 Dillehay Street  
(Address)  
Danville, KY 40422

United Fire & Casualty Company  
Surety

BY: Deborah L. Burton  
Attorney-in-Fact

P.O. Box 73909  
(Address)  
Cedar Rapids, IA 52407

ATTEST:  
[Signature]  
(Surety) ~~XXXXXX~~

(SEAL)

Kimberly A. Spivey  
Witness as to Surety  
USI Insurance Services LLC  
(Address)  
950 Breckenridge Lane, Suite 50  
Louisville, KY 40207

TITLE: Attorney-in-Fact  
Surety

BY: Deborah L. Burton  
Deborah L. Burton

TITLE: Account 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

Todd Johnson Contracting, Inc.

(Name of Contractor)

497 Dillehay Street - Danville, KY 40422

(Address of Contractor)

a Kentucky Corporation hereinafter

(Corporation, Partnership or Individual)

called Principal, and United Fire & Casualty Company

(Name of Surety)

P.O. Box 73909 - Cedar Rapids, IA 52407-3909

(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 Five Hundred Twelve Thousand Four Hundred Two and 45/100 Dollars (\$512,402.45) 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 141-2019, Old Todds (project name) Road Sidewalk, Sect II in accordance with drawings and specifications prepared by: GRW (the Engineer) 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 4 counterparts, each one of (number)

which shall be deemed an original, this the 30th day of January, 2020.

ATTEST:

Jeremy Johnson  
(Principal) Secretary

Todd Johnson Contracting, Inc.  
(Principal)

(SEAL)

BY: Kimberly Johnson (s)  
497 Dillehay Street  
(Address)  
Danville, KY 40422

Amanda Johnson  
(Witness to Principal)  
497 Dillehay Street  
(Address)  
Danville, KY 40422

United Fire & Casualty Company  
(Surety)

ATTEST:

[Signature]  
(Surety) ~~Secretary~~

BY: Deborah L. Burton  
(Attorney-in-Fact)  
Deborah L. Burton

(SEAL)

Karinne A. Spurr  
Witness as to Surety  
950 Breckenridge Lane, Suite 50  
(Address)  
Louisville, KY 40207

P.O. Box 73909  
(Address)  
Cedar Rapids, IA 52407-3909

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

END OF SECTION



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA

Inquiries: Surety Department  
 118 Second Ave SE  
 Cedar Rapids, IA 52401

**CERTIFIED COPY OF POWER OF ATTORNEY**  
 (original on file at Home Office of Company – See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint Deborah L. Burton their true and lawful Attorney-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00

Surety Bond Number 54-229787  
 Principal: Todd Johnson Contracting, Inc.  
 Obligatee: Lexington Fayette Urban County Government

and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, AND FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

**“Article VI – Surety Bonds and Undertakings”**

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 19th day of December, 2017

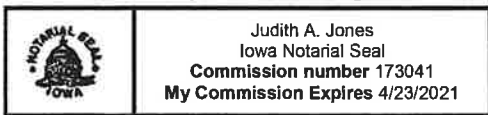


UNITED FIRE & CASUALTY COMPANY  
 UNITED FIRE & INDEMNITY COMPANY  
 FINANCIAL PACIFIC INSURANCE COMPANY

By *Dennis J. Richman* Vice President

State of Iowa, County of Linn, ss:

On 19th day of December, 2017, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Judith A. Jones*  
 Notary Public  
 My commission expires: 4/23/2021

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations  
 this 30th day of January 2020



By: *Mary A. Bertsch*  
 Assistant Secretary,  
 UF&C & UF&I & FPIC