

## CONTRACT AGREEMENT

THIS AGREEMENT, made on the \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between **Lexington-Fayette Urban County Government**, acting herein called "LFUCG" and **Red River Ranch, LLC**, doing business as \*(an individual) (a partnership) (a corporation) located in the City of Stanton, County of Powell, and Commonwealth of Kentucky, hereinafter called "CONTRACTOR."

WITNESSETH: That the CONTRACTOR has submitted a response to LFUCG's Request for Proposal No. 4-2013 Composting - Yard Waste & Other Organics, now therefore, for and in consideration of the mutual covenants and agreements contained herein the receipt and sufficiency of all of which are hereby acknowledged, the Government and Red River Ranch, LLC agree as follows:

### **1. SCOPE OF WORK**

The CONTRACTOR shall furnish all the materials and services requested in LFUCG's RFP No. 4-2013, which is attached hereto as Exhibit "A (the "RFP"), and CONTRACTOR's response, which is attached hereto as Exhibit "B" (the "response"). All of the terms and provisions of the RFP, including but not limited to the General Conditions and the Risk Management Provisions, and the Response are attached hereto and incorporated herein by reference as if fully stated. To the extent of any conflict between or among the documents, the terms of this Agreement shall take precedence, followed by the RFP and the Response.

### **2. INCORPORATED DOCUMENTS**

Exhibit A – The "RFP" document titled "RFP #4-2013 Composting – Yard Waste & Other Organics" including the General Conditions and the Risk Management Provisions.

Exhibit B – The "response" document titled "Red River Ranch RFP 4-2013 Complete Proposal."

### **3. TERM.**

This Agreement shall be for a term of 16 months beginning May 1, 2013 and shall automatically be renewed for up to three additional periods of one year each unless either party provides written notice to other party of at least sixty (60) days stating its desire not to new the Agreement.

**4. TERMINATION.**

LFUCG may terminate this Agreement at any time, for any reason, by providing the CONTRACTOR with at least sixty (60) days advance written notice.

**5. PAYMENT.**

LFUCG agrees to pay the CONTRACTOR per the following schedule from section V of the RFP document. Payment terms will be “net 30.”

- 0 to 24,999 tons LFUCG-sourced material processed \$ 16.33 per ton
- over 25,000 tons LFUCG-sourced material processed \$ 13.00 per ton
- Purchase Price for tons of quality-finished product for community distribution and/or LFUCG use - over the 500 tons specified above. \$ 14.00 per ton
- Purchase Price for tons of screened hardwood bark mulch (up to 300 tons annually) to be purchased by the LFUCG for use in facility management. \$ 28.00 per ton
  
- Emergency Per Ton Cost \$ 16.20 per ton
- Grinding Services \$ 18.10 per ton

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

ATTEST:

\_\_\_\_\_  
Clerk of the Urban County Council

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

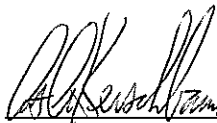
\_\_\_\_\_  
(Witness)

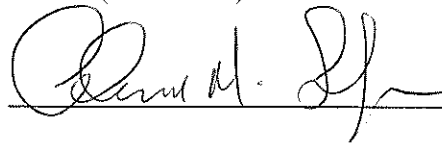
\_\_\_\_\_  
(Title)

(Seal)

RED RIVER RANCH, LLC

\_\_\_\_\_  
(Contractor)

  
A. K. Swain, CFO, FOR RED RIVER RANCH, LLC  
(Secretary)\*

BY: 

Maurice S. Abner - AIR Mgr  
\_\_\_\_\_  
(Witness)

MANAGER  
\_\_\_\_\_  
(Title)

1499 MAPLE Street, Stanton KY 40380  
\_\_\_\_\_  
(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.