

**PART VI**

**CONTRACT AGREEMENT**

**INDEX**

1.	SCOPE OF WORK.....	CA-2
2.	TIME OF COMPLETION.....	CA-2
3.	ISSUANCE OF WORK ORDERS .....	CA-2
4.	THE CONTRACT SUM .....	CA-2
5.	PROGRESS PAYMENTS .....	CA-3
6.	ACCEPTANCE AND FINAL PAYMENT.....	CA-3
7.	THE CONTRACT DOCUMENTS.....	CA-3
8.	EXTRA WORK.....	CA-3
9.	SPECIFICATIONS AND DRAWINGS.....	CA-4

**PART VI**

**CONTRACT AGREEMENT**

THIS AGREEMENT, made on the 9th day of July, 2024, by and between **Lexington-Fayette Urban County Government**, acting herein called "OWNER" and **Herrick Company, Inc.**, doing business as a corporation located in the City of Lexington, County of Fayette, and State of Kentucky, hereinafter called "CONTRACTOR."

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of One Million Forty One Thousand Eight Hundred Dollars and Zero Cents (\$1,041,800.00) quoted in the proposal by the CONTRACTOR, dated August 26, 2024, 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, IonWave Q&A and Contract Documents therefore as prepared by **Tetra Tech** for Lexington-Fayette Urban County Government for Barnard Drive Stormwater Improvements 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 one hundred eighty (180) 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 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, 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	Permits
IX	Addenda
X	Notice of Award
XI	Notice to Proceed

TECHNICAL SPECIFICATIONS

Division 1	General Requirements	all-inclusive
Division 2	Site Preparation	all-inclusive
Division 3	Concrete	all-inclusive

DRAWINGS

<u>Number</u>	<u>Description</u>
G-001	Cover Sheet
G-002	General Notes
G-003	Legend, Index, and ESC Notes
V-101	Existing Site Conditions – Culzean Ct.
V-102	Existing Site Conditions – Todds Rd.
C-100	Demolition and ESC Plan
C-101	Site Plan
C-102	Site Plan
C-103	Storm Sewer Profiles
C-501	Civil Details
C-502	Civil Details
C-503	Civil & ESC Details

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:

  
Clerk of the Urban County Council

BY:   
(Signature of Mayor)

  
(Witness)

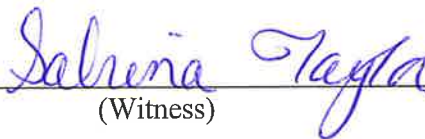
Linda Gorton, Mayor  
(Name / Title)

(Seal)

Herrick Company, Inc.  
(Contractor)

  
(Secretary)

BY:   
(Contractor's Signature)

  
(Witness)

Cody M. Lokits, President  
(Name / Title)

780 Enterprise Dr, Lexington, KY 40510  
(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.

END OF SECTION