

PART VI

CONTRACT AGREEMENT

THIS AGREEMENT, made on the 29<sup>th</sup> day of August, 2019, by and between **Lexington-Fayette Urban County Government**, acting herein called "OWNER" and **L-M Partners, Ltd. dba ATS Construction**, doing business as a partnership 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 two million eight hundred ninety thousand three hundred fifty-two Dollars and forty Cents (\$2,890,352.40) quoted in the proposal by the CONTRACTOR, dated May 17, 2019, 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, Inc.** for the **Polo Club Boulevard Public Improvement 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 ten (10) days after the CONTRACTOR is given the Notice to Proceed with the Work.

**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. LIQUIDATED DAMAGES**

It is mutually agreed by and between the parties hereto that time is of the essence of this Contract, and that there will be sustained by the OWNER damages, monetary and otherwise, in the event of delay in the completion of the Work hereby contracted. The CONTRACTOR will be held responsible to the OWNER for delays in completion of the Work herein contracted beyond the date set for completion. Such monetary damage shall be deducted from the Contract sum in the amount

of SEVEN HUNDRED FIFTY DOLLARS (\$750.00) per calendar day of such delay. If the Work contracted to be done shall not, in good faith, be commenced at the time specified, then the CONTRACTOR together with the Surety or Sureties upon the bond herein provided for, shall be liable for and shall pay to the OWNER all damages sustained by reason of such failure for breach of Contract, and the OWNER may immediately re-let the Work involved.

## **6. 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.

## **7. 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 full completion of the Work 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.

## **8. THE CONTRACT DOCUMENTS**

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

## **9. 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.

10. THE FOLLOWING IS AN ENUMERATION OF THE BID PROPOSAL AND DRAWINGS (CONTRACT DOCUMENTS):

**CONTRACT DOCUMENTS**

PART 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	Technical Specifications
IX	Addendum
APPENDIX A	Nationwide Permit No. 14
APPENDIX B	Environmental Documentation
APPENDIX C	Geotechnical Report for Culvert Polo Club at Deer Haven
APPENDIX D	LPA Documents Not Included Elsewhere

SHEET NO.	PLAN DRAWINGS
R001	Layout sheet
R001A	General notes
R002	Typical sections
R003-R013	Plan and profile sheets
R014-R020	Pipe drainage sheets
R021-R022	Storm sewer analysis
R022A-R022C	Erosion control details
R023-R024	Right-of-way strip maps
R025	Right-of-way summary
R026-R033	Maintenance of traffic
R034-R035	Coordinate control plans
R036-R040	Detail sheets (includes LFUCG standard drawings)
R001	Maintenance of traffic
R001A	Coordinate control plans
T001-T005	Striping and Signing plans
T-006-T009	Lighting plans
X001-X016	Cross section sheets
S001-S010	Structural plans (16' x 4' reinforced concrete box culvert)

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

(Seal)

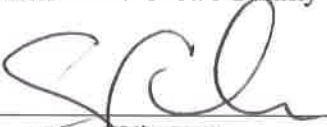
Lexington-Fayette Urban County Government.  
Lexington, Kentucky

(Owner)

ATTEST:


  
Clerk of the Urban County Council

BY:   
MAYOR

  
(Witness)

(Seal)

**L-M Asphalt Partners, Ltd. dba ATS Construction**  
(Contractor)

  
(Secretary)\*

BY:   
PRESIDENT

Paul E. Corum III  
  
(Witness)  
Richard L. Craycraft

**Brian R. Billings, President**  
(Title)

(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.