

**PART VI**

**CONTRACT AGREEMENT**

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**PART VI**

**CONTRACT AGREEMENT**

THIS AGREEMENT, made on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **Lexington-Fayette Urban County Government**, acting herein called "OWNER" and \_\_\_\_\_, doing business as \*(an individual) (a partnership) (a corporation) located in the City of \_\_\_\_\_, County of \_\_\_\_\_, and State of \_\_\_\_\_, hereinafter called "CONTRACTOR."

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of Contract Unit Prices quoted in the proposal by the CONTRACTOR, dated \_\_\_\_\_, 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 the ENGINEER for the Work Sites and Work subsequently identified by the OWNER and accepted by the CONTRACTOR.

**2. TIME OF COMPLETION**

The time period estimated and authorized by the OWNER for completion of the Work by the CONTRACTOR shall be that time period specified by an individual Purchase Order and Contract Agreement for each individual Work Site, adjusted as provided by the General Conditions. Commencement of the work and time to completion shall be as stated in the Contract Agreement.

**Contract Agreement to be completed for each individual Project:**

For the \_\_\_\_\_ Project 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 \_\_\_\_\_ (\_\_\_\_) calendar days. The time shall begin ten (10) days after the date specified in the Notice to Proceed with the Work. Failure to complete project within this time frame will obligate the OWNER to execute Ligated Damages as described in Section 8 of this Agreement.

\*Bidder will strike out the inappropriate categories.

**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. 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 sixty (60) 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. LIQUIDATED DAMAGES**

It is mutually agreed by and between the parties hereto that time is of the essence when constructing projects under 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 TWO HUNDRED FIFTY DOLLARS ( \$250.00) per calendar day of such delay, or the sum as specified by the Section 108, KDOH Standard Specifications, current edition. 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 relet the Work involved.

**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. ENUMERATION OF THE SPECIFICATIONS AND DRAWINGS (CONTRACT DOCUMENTS):**

**SPECIFICATIONS**

PART NO.	TITLE	PAGES
I	Advertisement for Bids	AB 1 thru 5
II	Information for Bidders	IB 1 thru 12
III	Form of Proposal	P 1 thru 40
IV	General Conditions	GC 1 thru 52
V	Special Conditions	SC 1 thru 9
VI	Contract Agreement	CA 1 thru 5
VII	Performance and Payment Bonds	PB 1 thru 7
VIII	Addenda	AD 1 thru 1
IX	Technical Specifications	TS 1 thru 148

From LFUCG Ion Wave Website: *2018 Construction Unit Price Contract Bid Schedule.xls*

- Appendix A (96) LFUCG Standard Drawings – Division of Engineering
- (3) LFUCG Standard Drawings – Traffic Engineering
- Appendix B (12) LFUCG Erosion and Sediment Control Standard Drawings
- Appendix C (31) KDOH Standard Drawings

**PLAN DRAWINGS**

Plan Drawings will be provided at the option of the Owner for specific Work Sites.

**11. AGREEMENT OF PARTIES**

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) (Title)

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

\_\_\_\_\_  
(Secretary)\* BY: \_\_\_\_\_

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