

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 _____ Dollars and _____ Cents (\$ _____) 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 and Contract Documents therefore as prepared for the **Veterans Park Dam Removal and Streambank Stabilization Project**.

2. TIME OF COMPLETION AND LIQUIDATED DAMAGES

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 AND EIGHTY (180) calendar days**. The time shall begin in accordance with the Notice to Proceed provided by OWNER. **TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THIS AGREEMENT AND CONTRACTOR SHALL BE LIABLE AND RESPONSIBLE FOR DAMAGES SUFFERED BY OWNER AS A RESULT OF THE DELAY CAUSED BY CONTRACTOR.**

Should the CONTRACTOR fail or refuse to complete the work within the time specified in his Proposal and/or Contract (or extension of time granted by the owner), the CONTRACTOR shall pay liquidated damages in an amount of **\$1,000.00 per day**. The amount of liquidated damages shall in no event be considered as a penalty, nor other than an amount agreed upon by the CONTRACTOR and the OWNER for damages, losses, additional engineering, additional resident representation, and other costs that will be sustained by the OWNER, if the CONTRACTOR fails to complete the work within the specified time. Liquidated damages will be applied on a rate per day for each and every calendar day (Sundays and holidays included) beyond the Contract expiration date stipulated in the Contract Documents, considering all time extension granted. **These Liquidated Damages are in addition to any other damages / fees / penalties that are incurred as a result of other requirements.**

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, General Conditions, Special Conditions, Contract Agreement, Bonds and Certificates, 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. BUILD AMERICA BUY AMERICA

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- A. all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- B. all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and
- C. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit the specific Federal funding agencies BABA website. Additional information can also be found at the White House Made in America Office website: www.whitehouse.gov/omb/management/made-in-america/.

Waivers

When necessary, recipients may apply for, and the Federal funding agency may grant, a waiver from these requirements, subject to review by the Made in America Office. The Federal funding agency may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

- A. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials

- B. are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
- C. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or
- D. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

There may be instances where an award qualifies, in whole or in part, for an existing general applicability waiver. If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to request a separate waiver for non-domestic materials.

If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the financial assistance awarding officer in writing. Waiver requests shall include the below information. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to the specific Federal funding agencies website and are subject to public comment periods of no less than 15 days. Waiver requests will also be reviewed by the Made in America Office.

- A. Waiver type (public interest, non-availability, or unreasonable cost).
- B. Recipient or subrecipient name and Unique Entity Identifier (UEI).
- C. Federal agency who issued the award.
- D. Federal financial assistance listing name and number.
- E. Federal financial assistance title of project.
- F. Federal Award Identification Number (FAIN).
- G. Federal financial assistance funding amount.
- H. Total estimated infrastructure expenditures, including all Federal and non-federal funds (to the extent known).
- I. Infrastructure project description(s) and location(s) (to the extent known).
- J. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks
- K. to waive from Buy America preference requirements. Include the name, cost, countries of origin
- L. (if known), and relevant PSC or NAICS code for each.
- M. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
- N. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
- O. 13. Anticipated impact if no waiver is issued.

Approved waivers will be posted on the Federal funding agencies waivers website; recipients requesting a waiver will be notified of their waiver request determination by an awarding officer. Questions pertaining to waivers should be directed to the financial assistance awarding officer.

Definitions

“Construction materials” includes an article, material, or supply that consists of only one of these items:

- Non-ferrous metals;
- Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- Glass (including optic glass);
- Fiber optic cable (including drop cable);
- Optical fiber;
- Lumber;
- Engineered wood; and
- Drywall.

“Construction Materials” does not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Contractors and subcontractors must submit the “EEC-003 – Contractor Certificate of Compliance with Build America, Buy America Provisions for Federally Assisted Contracts” form, to the awarding entity. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with BABA domestic preference requirement. Such disclosures shall be forwarded to the awarding entity who in turn will forward the disclosures to the Federal funding agency.

9. ENUMERATION OF SPECIFICATIONS AND DRAWINGS

The following is an enumeration of the Specifications and Drawings (Contract Documents):

SPECIFICATIONS

SECTION NO.	TITLE	PAGES
I	Advertisement for Bids	AB-1 to 5
II	Information for Bidders	IB-1 to 24
III	Form of Proposal	P-1 to 25
IV	General Conditions	GC-1 to 50
V	Special Conditions	SC-1
VI	Contract Agreement	CA-1 to 8
VII	Bonds and Certificates	BC-1 to 17
VIII	Permits	PE-1
IX	Addenda	A-1

TECHNICAL SPECIFICATIONS

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

STANDARD DRAWINGS

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

<u>Number</u>	<u>Description</u>
100	Storm Sewer Manhole Type "A" – Circular Walls
101	Storm Sewer Manhole Type "B" – Non-Circular Walls
102	Storm Sewer Manhole Details
103	Manhole Frames, Covers, and Steps
104	Storm Sewer Manhole Circular Slabs 4'-0" and 5'-0" Diameter
105	Storm Sewer Manhole Circular Slabs 6'-0" Diameter
106	Storm Sewer Manhole Circular Slabs 7'-0" Diameter
107	Storm Sewer Manhole Circular Slabs 8'-0" Diameter
108	Reinforcement Detail 5' Non-Circular M.H. <10' Depth, 8" Walls, 10" Slab
109	Reinforcement Detail 5' Non-Circular M.H. 7'-6" to 20' Depth, 8" Walls, 12" Slab

110	Reinforcement Detail 6' Non-Circular M.H. <10' Depth, 8" Walls, 10" Slab
111	Reinforcement Detail 6' Non-Circular M.H. 8' to 15' Depth, 8" Walls, 12" Slab
112	Reinforcement Detail 6' Non-Circular M.H. 15' to 20' Depth, 10" Walls, 12" Slab
113	Reinforcement Detail 7' Non-Circular M.H. Less Than 10' Depth, 8" Walls, 10" Slab
114	Reinforcement Detail 7' Non-Circular M.H. 8' to 10' Depth, 8" Walls, 12" Slab
115	Reinforcement Detail 7' Non-Circular M.H. 10' to 20' Depth, 10" Walls, 12" Slab
120	Surface Inlet Type "A"
121	Surface Inlet Type "B"
122-1	Curb Box Inlet Type "A" 4' x 4' Box 15" - 18" Pipes
122-2	Curb Box Inlet Type "A" 4' x 4' Box 15" - 18" Pipes
123-1	Curb Box Inlet Type "B" 5' x 5' Box 15" - 24" Pipes
123-2	Curb Box Inlet Type "B" 5' x 5' Box 15" - 24" Pipes
124-1	Curb Box Inlet Type "C" 4' x 3' Box Single Pipe 15" or Less
124-2	Curb Box Inlet Type "C" 4' x 3' Box Single Pipe 15" or Less
125	Curb Box Inlet Type "D"
126	Spring Box Inlet Type "A"
127	Spring Box Inlet Type "B"
128	Security Devices for Frames and Grates
130-1	Aggregate Channel Lining
130-2	Aggregate Channel Lining
131	Mattress Channel Lining
132	Paved Ditch
150	Straight Headwalls
151	ELL Headwalls
152	U-Type Headwalls
153	Pipe Culvert Headwalls 0° Skew 15" - 27" Circular Pipe
154-1	Pipe Culvert Headwalls 0° Skew 30"-108" Pipe
154-2	Dimensions and Quantities 30"-108" Headwalls Circular Pipe 0° Skew
154-3	Bill of Reinforcement 30"-90" Diameter Circular Pipe Headwalls 0° Skew
154-4	Bill of Reinforcement 96" - 108" Diameter Circular Pipe Headwalls 0° Skew
158	18" - 24" Double & Triple Pipe Culvert Headwalls at 0° Skew
159-1	Double and Triple Pipe Culvert Headwalls 0° Skew
159-2	Dimensions and Quantities 30" - 48" Double and Triple Headwalls - Circular Pipe 0° Skew
159-3	Bill of Reinforcement 30" - 48" Double and Triple Headwalls - Circular Pipe 0° Skew
162	Sloped and Flared Box Inlet - Outlet 18" - 24" - 30" - 36" All Skews
163	Grates for Sloped and Flared Box Inlet - Outlet
164	Impact Stilling Basin 15" - 24" Pipes
165	Impact Stilling Basin 27" - 48" Pipes
180	Retaining Wall Gravity Type
200	Trenching, Laying, Backfilling and Bedding Outside R/W Limits
201-1	Trenching, Laying, Backfilling and Bedding Under Street Pavement
201-2	Trenching, Laying, Backfilling and Bedding Under Street Pavement Using Flowable Fill

201-3	Utility Trench Restoration Beneath Existing Paved Roads (Section View)
201-4	Utility Trench Restoration Beneath Existing Paved Roads (Plan View)
204	Sanitary Sewer Pipe: Types and Maximum Allowable Fill Heights
210	Typical Precast Concrete Shallow Manhole Pipes 24" and Larger
211	Typical Standard Precast Concrete Manhole For Pipes Up to 24"
212	Typical Precast Concrete Drop Manhole Pipes Up To 36"
213	Standard Manhole Junction and Water Stop Details
214	Sewer Manhole Adjustment Grade Rings
216	Manhole Size Standards and General Notes for Deep Manholes
217	Deflection Angle Criteria for Sanitary Manholes
220	Standard Circular Manhole Frame and Cover
222	Standard Watertight Manhole Frame and Cover
230	House Lateral for Greater than 6' Deep Sewer in Soil and Rock Excavation
231	House Lateral for Greater than 6' Deep Sewer in Soil
232	House Lateral for Shallow Sewer in Soil or Rock
233	Lateral Cleanout in Non-Paved Areas and Yards
234	Right-Of-Way Easement Lateral Cleanout in Non-Paved Areas and Yards
240	Sanitary Sewer Stream Crossing and Stream Bed Restoration Detail
250	Grease Interceptor Typical Configuration
260	Sewer Connection to Existing Concrete Manhole
300	Typical Street Sections
301	Curb and Gutter
302	Integral Curb, Header Curb, Monolithic Curb and Sidewalk
303	Sidewalk Construction Specifications
304	Sidewalk Ramp Type 1
307-1	Residential Entrance Details
307-2	Commercial Entrance Details
308	Chain Link Fence 3' - 6'
309	Chain Link Fence 8' - 12'
310	Chain Link Gate
311	Plank Fence
312	Woven Wire Right-of-Way Fence Type 1
313	Woven Wire Right-of-Way Fence Type 2
314	Woven Wire Gates
315	Concrete Steps
316	Top Rail for Retaining Walls Handrail for Steps
317	County Road Typical Shoulder Sections (Minimum Requirements)
318	Edge Key
319	Typical Edge Key for Minimum Overlays, Short Projects, Low Speed
320-1	Perforated Pipe Subgrade Drainage Along Roadway
320-2	Perforated Pipe Subgrade Drainage For Raised Non-Paved Medians
321	Perforated Pipe for Subgrade Drainage
322	Perforated Pipe Underdrains
323	Public Improvement Sign

KENTUCKY TRANSPORTATION CABINET

None Included

DRAWINGS

Construction Drawings Sheets 01 through 12c

IN WITNESS 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.

- END OF SECTION -