

**PART VI**  
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**PART VI**

**CONTRACT AGREEMENT**

THIS AGREEMENT, made on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Lexington-Fayette Urban County Government (LFUCG), acting herein called "OWNER" and

\_\_\_\_\_, doing business as 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 by LFUCG for the Town Branch Wastewater Treatment Plant Exterior Window Replacement 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 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. **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 four hundred dollars (\$400) 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, loses, additional engineering, additional resident representation and other cost 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.

### **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, the General Conditions, Performance and Payment Bonds, Contract Agreement, Special Conditions, Technical Specifications, any and all Addenda, Proposal, and Plan Drawings form the Contract, and they are fully a part of the Contract as if hereto attached or herein repeated.

If during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to ENGINEER in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from ENGINEER; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error or discrepancy in the Contract Documents unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof. In resolving such conflicts, errors and discrepancies, the documents shall be given precedence in the following order:

1. Agreement
2. Field and Change Orders
3. Addenda
4. Special Conditions
5. Information for Bidders
6. General Conditions
7. Specifications and Drawings

**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. ENUMERATION OF SPECIFICATIONS AND DRAWINGS**

THE FOLLOWING IS AN ENUMERATION OF THE SPECIFICATIONS AND DRAWINGS (CONTRACT DOCUMENTS):

**SPECIFICATIONS**

SECTION NO.	SPECIFICATION TITLE	PAGES
I	Advertisement for Bids	AB 1 - 4
II	Information for Bidders	IB 1 - 9
III	Form of Proposal	P 1 - 33
IV	General Conditions	GC 1 - 50
V	Special Conditions	SC 1 - 6
VI	Contract Agreement	CA 1 - 7
VII	Performance and Payment Bonds	PB 1 - 7
VIII	Addenda	AD 1
IX	Technical Specifications	

**DRAWINGS**

DRAWING NO.	DRAWING TITLE


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 a corporation, the Secretary should attest. Give the proper title of each person executing the Contract.

END OF SECTION