

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 **Pro Landscape Inc**, doing business as a corporation located in the City of **Richmond**, County of **Madison**, and State of **Kentucky**, hereinafter called "CONTRACTOR."

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of three hundred fifty-four thousand seven hundred nineteen Dollars and ninety Cents (\$354,719.90) quoted in the proposal by the CONTRACTOR, dated November 2, 2017, 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 Lexington Fayette Urban County Government, Division of Parks and Recreation for Gainesway, Kirklevington and Mount Tabor Park 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 twenty (120) 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 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, 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. THE FOLLOWING IS AN ENUMERATION OF THE SPECIFICATIONS AND DRAWINGS (CONTRACT DOCUMENTS):

SPECIFICATIONS

| SECTION NO. | TITLE | PAGES |
|-------------|-------------------------------|--------------|
| I | Advertisement for Bids | AB 1 thru 5 |
| II | Information for Bidders | IB 1 thru 10 |
| III | Form of Proposal | P 1 thru 35 |
| IV | General Conditions | GC 1 thru 51 |
| V | Special Conditions | SC 1 thru 70 |
| 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 | |

- 02070 – Selective Demolition
- 02115 – Tree and Shrub Removal
- 02200 – Earthwork
- 02210 – Finish Grading
- 02270 - Erosion Control and Tree Protection
- 02510 – Asphalt Pavement
- 02511 – Asphalt Pavement – Athletic New
- 02512 – Asphalt Pavement – Athletic Renovation
- 02513 - Athletic Court Surfacing
- 02520 – Concrete Pavement
- 02720 – Storm Drainage
- 02830 – Chain Link Fence Galvanized
- 02831 – Chain Link Fence Vinyl-Coated
- 02832 – Wood Fences and Gates
- 02870 – Site Specialties
- 02871 – Prefabricated Shelters
- 02872 – Outdoor Fitness Equipment
- 02930 – Seeding
- 02950 – Trees and Planting
- 03300 – Cast-in-Place Concrete
- 04220 – Concrete Unit

Plans

Gainesway-

A-1 Site Plan

A-2 Demolition Plan

A-3 Grading & BMP Plan

A-4 Layout Plan

A-5 Details

Kirklevington-

B-1 Site Plan

Mount Tabor-

C-1 Site Plan

C-2 BMP

C-3 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: _____
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.