

CONTRACT AGREEMENT

THIS AGREEMENT, made on the 3rd day of November, 2023, by and between **Lexington-Fayette Urban County Government**, acting herein called "OWNER" and K. Hayes Limited, doing business as a corporation located in Lexington, Kentucky, hereinafter called "CONTRACTOR."

WITNESSETH: That the CONTRACTOR and the OWNER hereby agree to commence and complete future municipal wastewater Mechanical Services 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 future assigned Pump Station Mechanical Services projects as proposed by the OWNER via written Task Order (Exhibit A). All work completed under a fully executed Task Order shall be in accordance with the conditions and quoted wage rates stated in RFP No. 113-2023 (Exhibit B) and Supplier Response (Exhibit C). Quoted wage rates cannot be amended without amendment to this agreement. The details and specificity contained in each executed Task Order will further define the scope of work and time of completion for the work.

2. ISSUANCE OF TASK ORDERS

Notice to begin work will be given in whole or for part by means of a written Task Order issued by the OWNER and executed by both the OWNER'S authorized representative and the CONTRACTOR'S authorized representative. Only work described in the executed Task Order shall be completed. Extra work must be authorized by an amended Task Order executed in the same manner as all prior Task Orders.

OWNER'S Authorized Representative: Charles H. Martin, Director, Division of Water Quality

CONTRACTOR'S Authorized Representative: Kuonle Hayes - President

4. THE CONTRACT SUM

This is an Indefinite Services contract with no express guarantee of future work, The OWNER agrees to pay the CONTRACTOR in current funds for the performance of all executed Task Orders, subject to any disputes regarding any additions and deductions, as provided therein. Because this contract is subject to annual renewal, authorization of future work via Task Order is dependent on the availability of future fiscal year funding.

5. PROGRESS PAYMENTS / MATERIAL COST ADVANCES

Standard executed Task Orders will result in full, lump sum payment upon completion and acceptance of the work. The CONTACTOR shall identify, via the Task Order process, when they believe completion of the Task Order will require progress payments. The OWNER will consider agreeing to progress payments when partial work has been completed and the actual field work extends longer than 30 consecutive calendar days.

Any advance payment by the OWNER for materials should be clearly stated in the executed Task Order. All materials purchased for the work and retained by the CONTRACTOR become the property of the OWNER upon payment for said materials. The OWNER reserves the right to purchase materials themselves and provide those materials to the CONTRACTOR for completion of the work.

6. ACCEPTANCE AND FINAL PAYMENT

Final payment for a fully completed Task Order shall be due within thirty (30) days after completion of the work and acceptance by OWNER's Authorized Representative.

If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of the CONTRACTOR, the OWNER shall, 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 following documents are fully a part of this Contract as if hereto attached or herein repeated.

Exhibit A - Task Order Form

Exhibit B - RFP No. 113-2023

Exhibit C - Supplier Response

8. INSURANCE AND INDEMNIFICATION REQUIREMENTS

The risk management and indemnification provisions of RFP No. _____ are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to the LFUCG as required therein. This section shall survive the termination of this Agreement.

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

(Seal)
Government.

Lexington-Fayette Urban County

Lexington, Kentucky
(Owner)

ATTEST:

BY: Linda Gorton
MAYOR

Mayor
(Title)

K. Hayes Limited
(Contractor)

BY: Keunte Hayes

President
(Title)

301 United Ct. Ste 9 Lexington, KY 40509
(Address and Zip Code)

Deputy Marvenzie Jank
Clerk of the Urban County Council

Michelle Nelson
(Witness)



[Signature]
(Secretary)*

Andrew Catto
(Witness)

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.