# PART VI

# **CONTRACT AGREEMENT**

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# **PART VI**

# **CONTRACT AGREEMENT**

THIS AGREEMENT, made on the	
between (1) Lexington-Fayette Urban County G	
"OWNER" and	
(2) LAGCO, INC.	doing
business as *(an individual) (a partnership) (a corpor	
City of LEXING-TEN , Cou	inty of FAYETTE, and
State of KEN TUCKY, hereinafter	called "CONTRACTOR."
WITNESSETH: That the CONTRACTOR and the C	OWNER in consideration of ONE MILLION
TWO HUNDRED FOORTY TWO THOUSAND	, NIVE HUNDRED AND THREE
Dollars	
(\$1,242,903) quoted in the proposal by the CON	JTRACTOR, dated MAY 5
20_21, hereby agree to commence and complete t	

### 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 therefor as prepared by Integrated Engineering, PLLC for the <u>Meadows-Northland-Arlington Neighborhood Improvement Project</u>, Phases 6B-1 & 6B-2.

# 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 <a href="two-hundred and seventy">two-hundred and seventy</a> (270) calendar days. The time shall begin ten (10) days after the date specified in 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 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. **These Liquidated** 

Damages are in addition to any other damages/fees/penalties that are incurred as a result of Consent Decree 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 or other considerations. 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, and Proposal, and Plan Drawings and any related addenda 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.

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

# **SPECIFICATIONS**

	SECIFICATIONS	
PART		
NO.	TITLE	PAGES
I	Advertisement for Bids	AB 1 through 5
II	Information for Bidders	IB 1 through 10
III	Form of Proposal	P 1 through 42
IV	General Conditions	GC 1 through 52
V	Special Conditions	SC 1 through 74
VI	Contract Agreement	CA 1 through 6
VII	Performance and Payment Bonds	PB 1 through 7
VIII	Addenda	AD 1 through 1
IX	Technical Specifications	TS 1 through 176
X	Appendices	AP 1 through 2
	PLAN DRAWINGS	
SITE	PUBLIC IMPROVEMENT PLANS (ROADWAY,	SIDEWALK, SANITARY AND

SITE PUBLIC IMPROVEMENT PLANS (ROADWAY, SIDEWALK, SANITARY AND STORM SEWERS)

Phase 6-B1 Phase 6-B2	
IN WITNESSE	'H WHEREOF, the parties hereto have executed this Contract as of the date and

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:  Moekengie Commons  Clerk of the Urban County Council	BY: Linda Gorton	
	$M\Delta V \cap R$	

Michell felow
(Witness)

MAYOR

Mayor

(Witness)

(Seal)	Lagco Inc.
	(Contractor)
(Secretary)	BY: J. Meae
Jana Cenu	Ires-dest
(Witness)	(Title)
	1490 Sunshine Lane Lexington
	(Address and Zip Code)

IMPORTANT: \*Strike out any inapplicable terms.

Secretary of the Owner should attest. If the CONTRACTOR is corporation, Secretary should attest. Give proper title of each person-executing Contract.

# PART VII

### PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

Lagco, Inc.	
(Name of CONTRACTOR)	
PO Box 12510, Lexington, KY 40583	
(Address of CONTRACTOR)	
aCorporation	, hereinafter
(Corporation, Partnership, or Individual)	
called Principal, and Great American Insurance Company	
(Name of Surety)	
301 E. 4th Street, Cincinnati, OH 45202	
(Address of Surety)	
nereinafter called Surety, are held and firmly bound unto	
Lexington/Fayette Urban County Government	
(Name of OWNER)	a
200 East Main Street, 3rd Floor Room 338, Lexington, KY 40507	
(Address of OWNER)	

hereinafter called "OWNER" in the penal sum of One Million Two Hundred Forty Two Thousand Nine Hundred Three & 00/100 Dollars, (\$\_1,242,903.00\_\_\_\_), for the payment of whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal by written agreement is entering into a Contract with OWNER for MEADOWS-NORTHLAND-ARLINGTON NEIGHBORHOOD IMPROVEMENT PROJECT, PHASES 6B-1 & 6B-2 in accordance with Drawings and Specifications prepared by Integrated Engineering, PLLC which Contract is by reference made a part hereof and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the OWNER.

Whenever, Principal shall be, and declared by OWNER to be in default under the Contract, the OWNER having performed OWNER'S obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions or
- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or if the OWNER elects, upon determination by the OWNER and Surety jointly of the lowest responsible bidder, arrange for a Contract between such bidder and OWNER, and make available as Work progresses (even though there may be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price", as used in this paragraph shall mean the total amount payable by OWNER to Principal under the Contract and any amendments thereto, less the amount properly paid by OWNER to Principal.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the heirs, executors, administrators or successors of OWNER.

IN WITNESS WHEREOF, this instrument	is executed in3	each one of which
shall be deemed an original, this the	(number) day of	, 20
ATTEST:	Lagco, Inc.	
(Principal) Secretary	Principal	
Witness as to Principal	BY: J. II. Mele (Address) Lexington M	(s) 3510 4 40583
(Address)	_Great American Insurance	Company
ATTEST:  (Surety) Secretary  Lynnette Long  (SEAL)	BY: Amy Bowers Attorney-in 301 E 4th Street  (Address) Cincinnati, OH 45202	
Witness as to Surety 2307 River Road, Suite 200 (Address) Louisville, KY 40206	TQ.	
TITLE: Susan Ritter, Bond Assistant		.0

NOTE: The number of executed counterparts of the bond shall coincide with the number of executed counterparts of the Contract.

# PART VII

# PAYMENT BOND

NOW ALL MEN BY T	HESE PRESENT: that	
Lagco	Inc.	
	(Name of Contractor)	
РО Во	x 12510, Lexington, KY 40583	
	(Address of Contractor)	
a Corpo	pration	hereinafter
(Corpora	ation, Partnership or Individual)	<del></del>
	One of Association Incomes as Community	12 2/
called Principal, and	Great American Insurance Company	
	(Name of Surety)	
	301 E. 4th Street, Cincinnati, OH 45202	
	(Address of Surety)	
ereinafter called Surety,	are held and firmly bound unto	
Le	xington/Fayette Urban County Government	
1	(Name of OWNER)	
200	East Main Street, 3rd Floor Room 338, Lexington, KY 405	07
	(Address of OWNER)	
mount of One Million Two H	d OWNER, for the use and benefit of claimants as her dundred Forty Two Thousand Nine Hundred Three & 00/100	Oollars
	s, and assigns, jointly and severally, firmly by these pre	

WHEREAS, Principal has by written agreement is entering into a Contract with OWNER for MEADOWS-NORTHLAND-ARLINGTON NEIGHBORHOOD IMPROVEMENT

PROJECT, PHASES 6B-1 & 6B-2 in accordance with Drawings and Specifications prepared by Integrated Engineering, PLLC which Contract is by reference made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions.

- 1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- 2. The above named Principal and Surety hereby jointly and severally agree with the OWNER that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.
- 3. No suit or action shall be commenced hereunder by any claimant:
  - (a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the OWNER, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the Work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the Work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, OWNER, or Surety, at any place where an office is regularly maintained for the transaction of business or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
  - (b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
  - (c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
- 4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against aid improvement, whether or not claim for the amount of such lien be presented under and against this bond.

IN WITNESS WHEREOF, this instrument is of	s executed in3 counterparts, (number)	each on	е
which shall be deemed an original, this the _	day of, 20		
ATTEST:			
	Lagco, Inc.		
	(Principal)		
(Principal) Secretary	x X		
(SEAL)	BY: Rondy here (s)		
(Witness to Principal)	(Address) (Ex 4/ 40583		
(Address)	*		
ä	Great American Insurance Company		
ATTEST:	(Surety) BY:		
Surety) Secretary Lynnette Long	Amy Bowers (Attorney-in-Fact)		
(SEAL) Sus Tath	301 E 4th Street		
Witness as to Surety Susan Ritter, Bond Assistant	(Address)	72	
2307 River Road, Suite 200 (Address)	Cincinnati, OH 45202		
Louisville, KY 40206	>		

NOTE: The number of executed counterparts of the bond shall coincide with the number of executed counterparts of the Contract.

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET CINCINNATI, OHIO 45202 513-369-5000 FAX 513-723-2740

The number of persons authorized by

this power of attorney is not more than ELEVEN

No. 0 21074

#### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

**DEBORAH NEICHTER** 

SHERYON QUINN

Limit of Power

JILL KEMP

THERESA PICKERRELL

ALL OF LOUISVILLE, KENTUCKY

ALL \$100,000,000

BARBARA DUNCAN

AMY BOWERS

MARGIE M. LOWRY

MARK A. GUIDRY SANDRA L. FUSINETTI

**LEIGH MCCARTHY** 

LYNNETTE LONG

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate

officers and its corporate seal hereunto affixed this

APRIL day of

Attest

Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

24TH

MARK VICARIO (877-377-2405)

**APRIL** On this 2020, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST Notary Public State of Ohio My Comm. Expires May 18, 2025

Susar a Lohoust

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

#### CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

day of



# ГАВ

2021 (5/19/2021)

e) & 6-B2 (Highlawn Avenue)

		L	AGC	0		Todd Johnson			МАС			
AL AMOUNT BID	UNIT PRICE TOTAL AMOUNT BID		U	UNIT PRICE TOTAL AMOUNT BID			τ	UNIT PRICE TOTAL AMOUNT BID				
16,703.00	\$	•	\$	20,010.00	\$	28,827.17	\$	28,827.17	\$	55,000.00	\$	55,000.00
8,352.00	\$	21,760.00	\$	21,760.00	\$	10,827.50	\$	10,827.50	\$	10,000.00	\$	10,000.00
8,352.00	\$		\$	500.00	\$	25,377.17	\$	25,377.17	\$	20,000.00	\$	20,000.00
5,000.00	\$	15,272.00	\$	15,272.00	\$	17,249.99	\$	17,249.99	\$	50,000.00	\$	50,000.00
750.00	\$	900.00	\$	900.00	\$	3,220.00	\$	3,220.00	\$	2,500.00	\$	2,500.00
5,000.00	\$	66,240.00	\$	66,240.00	\$	5,750.00	\$	5,750.00	\$	120,000.00	\$	120,000.00
40,000.00	\$	109,802.00	\$	109,802.00	\$	33,333.90	\$	33,333.90	\$	101,116.14	\$	101,116.14
25,000.00	\$	30,015.00	\$	30,015.00	\$	6,325.00	\$	6,325.00	\$	30,000.00	\$	30,000.00
3,700.00	\$	17,250.00	\$	17,250.00	\$	2,070.00	\$	2,070.00	\$	30,000.00	\$	30,000.00
24,700.00	\$		\$	15,200.00	\$	45.87	\$	17,430.60	\$	32.00	\$	12,160.00
24,500.00	\$	21.00	\$	10,290.00	\$	23.66	\$	11,593.40	\$	17.00	\$	8,330.00
2,200.00	\$	50.00	\$	2,750.00	\$	51.75	\$	2,846.25	\$	45.49	\$	2,501.95
37,890.00	\$	97.00	\$	40,837.00	\$	105.80	\$	44,541.80	\$	93.00	\$	39,153.00
62,550.00	\$	77.00	\$	53,515.00	\$	83.95	\$	58,345.25	\$	73.79	\$	51,284.05
25,125.00	\$	91.00	\$	34,125.00	\$	87.30	\$	32,737.50	\$	85.00	\$	31,875.00
4,704.00	\$	30.00	\$	5,040.00	\$	26.45	\$	4,443.60	\$	80.00	\$	13,440.00
11,340.00	\$	30.00	\$	12,150.00	\$	26.45	\$	10,712.25	\$	55.00	\$	22,275.00
65,100.00	\$	29.00	\$	67,425.00	\$	26.45	\$	61,496.25	\$	35.00	\$	81,375.00
26,544.00	\$	51.00	\$	48,348.00	\$	28.75	\$	27,255.00	\$	45.00	\$	42,660.00
46,120.00	\$	27.00	\$	62,262.00	\$	23.00	\$	53,038.00	\$	25.63	\$	59,102.78
4,590.00	\$	158.00	\$	26,860.00	\$	172.50	\$	29,325.00	\$	151.62	\$	25,775.40
3,786.00	\$	4.00	\$	5,048.00	\$	3.46	\$	4,366.52	\$	4.00	\$	5,048.00
1,500.00	\$	1,331.00	\$	3,993.00	\$	4,028.07	\$	12,084.21	\$	1,266.06	\$	3,798.18
7,500.00	\$	1,469.00	\$	36,725.00	\$	1,732.62	\$	43,315.50	\$	1,057.82	\$	26,445.50
3,360.00	\$	21.00	\$	2,352.00	\$	33.93	\$	3,800.16	\$	19.75	\$	2,212.00
3,786.00	\$	2.00	\$	2,524.00	\$	4.43	\$	5,590.66	\$	3.00	\$	3,786.00
1,340.00	\$	65.00	\$	1,300.00	\$	66.41	\$	1,328.20	\$	84.00	\$	1,680.00
74,169.00	\$	63.00	\$	69,741.00	\$	66.41	\$	73,515.87	\$	67.00	\$	74,169.00
15,375.00	\$	101.00	\$	20,705.00	\$	131.13	\$	26,881.65	\$	105.00	\$	21,525.00
9,680.00	\$	5,429.00	\$	10,858.00	\$	4,646.00	\$	9,292.00	\$	7,100.00	\$	14,200.00
40,500.00	\$	5,240.00	\$	47,160.00	\$	2,769.58	\$	24,926.22	\$	5,000.00	\$	45,000.00
4,500.00	\$	5,515.00	\$	5,515.00	\$	3,225.75	\$	3,225.75	\$	4,200.00	\$	4,200.00
12,400.00	\$	4,779.00	\$	19,116.00	\$	2,512.75	\$	10,051.00	\$	5,200.00	\$	20,800.00
37,940.00	\$	152.00	\$	82,384.00	\$	258.96	\$	140,356.32	\$	120.00	\$	65,040.00