

**PART VI**  
**CONTRACT AGREEMENT**

**INDEX**

1. SCOPE OF WORK
2. TIME OF COMPLETION AND LIQUIDATED DAMAGES
3. ISSUANCE OF WORK ORDERS
4. THE CONTRACT SUM
5. PROGRESS PAYMENTS
6. ACCEPTANCE AND FINAL PAYMENT
7. THE CONTRACT DOCUMENTS
8. EXTRA WORK
9. CONSENT DECREE REQUIREMENTS
10. ENUMERATION OF SPECIFICATIONS AND DRAWINGS

**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 **Southland Park Stormwater Improvements 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 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 **\$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, 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 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. 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. **CONSENT DECREE REQUIREMENTS (NOT APPLICABLE TO THIS PROJECT)**

10. **ENUMERATION OF SPECIFICATIONS AND DRAWINGS**

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

**SPECIFICATIONS**

**SECTION  
NO.**

**TITLE**

---

I	Advertisement for Bids
II	Information for Bidders
III	Form of Proposal
IV	General Conditions
V	Special Conditions
VI	Contract Agreement
VII	Bonds and Certificates
VIII	Permits
IX	Addenda

**TECHNICAL SPECIFICATIONS**

Division 1	General Requirements
Division 2	Site Work
Division 3	Concrete

**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
105	Storm Sewer Manhole Circular Slabs 6'-0" Diameter
130-1	Aggregate Channel Lining
130-2	Aggregate Channel Lining
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
303	Sidewalk Construction Specifications

- 304 Sidewalk Ramp Type 1
- 308 Chain Link Fence 3' - 6'
- 309 Chain Link Fence 8' - 12'
- 310 Chain Link Gate
- 311 Plank Fence
- 316 Top Rail for Retaining Walls Handrail for Steps
- 319 Typical Edge Key for Minimum Overlays, Short Projects, Low Speed
- 323 Public Improvement Sign

**DRAWINGS**

**“Southland Park Stormwater Improvements” by Banks Engineering dated August 2021.**

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 -