

**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 **Pace Contracting LLC**, doing business as a corporation located in the City of Louisville, County of Jefferson, and State of Kentucky, hereinafter called "CONTRACTOR."

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of twenty million one hundred ninety-three thousand nine hundred thirty-four Dollars and ninety-eight Cents (\$20,193,934.98) quoted in the proposal by the CONTRACTOR, dated November 21, 2019, 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 Gresham Smith, Strand Associates, and Element Design for the **Town Branch Commons**.

**2. TIME OF COMPLETION**

The project schedule includes a substantial completion date and a full completion date. Substantial completion shall mean that sufficient components of the bicycle, pedestrian, and roadway facilities have been completed to safely open the constructed space as a continuous path to accommodate public use. In addition to the trail and roadway surfaces, substantially completed work should include all subsurface items immediately below the trail and/or roadway that would otherwise require a full trail closure or a lane closure exceeding one work day in length to construct. Other items of work may be completed after the substantial completion date if the Contractor can complete these items by partially closing only the immediate location of work and safely re-opening the space to the public at the end of each work day, unless otherwise approved by the Engineer.

The time period estimated and authorized by the OWNER for the proper execution of the Work by the Contract to substantially complete Zones 1 & 2 of the project is hereby fixed as the period between notice to proceed and March 1, 2022.

The time period estimated and authorized by the OWNER for the proper execution of the Work by the Contract to substantially complete Zones 3, 4, & 7 of the project is hereby fixed as the period between notice to proceed and August 1, 2021.

The time period estimated and authorized by the OWNER for the proper execution of the Work by the Contract to complete Zones 1 & 2 of the project in full is hereby fixed as the period between Notice to Proceed and December 31, 2022.

The time period estimated and authorized by the OWNER for the proper execution of the Work by the Contract to complete Zones 3, 4, & 7 of the project in full is hereby fixed as the period between Notice to Proceed and March 1, 2022.

### **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. LIQUIDATED DAMAGES**

It is mutually agreed by and between the parties hereto that time is of the essence of this Contract, and that there will be sustained by the OWNER damages, monetary and otherwise, in the event of delay in the completion of the Work hereby contracted. The CONTRACTOR will be held responsible to the OWNER for delays in completion of the Work herein contracted beyond the date set for substantial completion and full completion. Such monetary damage shall be deducted from the Contract sum in the amount of TEN THOUSAND DOLLARS (\$10,000.00) per calendar day of such delay. If the Work contracted to be done shall not, in good faith, be commenced at the time specified, then the CONTRACTOR together with the Surety or Sureties upon the bond herein provided for, shall be liable for and shall pay to the OWNER all damages sustained by reason of such failure for breach of Contract, and the OWNER may immediately re-let the Work involved.

### **6. 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.

### **7. 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.

**8. THE CONTRACT DOCUMENTS**

The Advertisement for Bids, Information for Bidders, the General Conditions, Performance and Payment Bonds, Contract Agreement, Special Conditions, General Provisions, any and all Addenda, and Bid Proposal, and Plan Drawings form the Contract, and they are fully a part of the Contract as if hereto attached or herein repeated.

**9. 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.

**10. THE FOLLOWING IS AN ENUMERATION OF THE BID PROPOSAL AND DRAWINGS (CONTRACT DOCUMENTS):**

**CONTRACT DOCUMENTS**

PART NO.	TITLE
I	Advertisement for Bids
II	Information for Bidders
III	Form of Proposal
IV	General Conditions
V	Special Conditions
VI	Contract Agreement
VII	Performance and Payment Bonds
VIII	Technical Specifications
IX	Addenda
APPENDIX A	LOCAL PUBLIC AGENCIES – SPECIAL PROVISIONS FOR LPA ADMINISTERED PROJECTS

APPENDIX B SUPPLEMENTAL GENERAL CONDITIONS FOR CLEAN WATER  
STATE REVOLVING FUND

APPENDIX C TOWN BRANCH COMMONS PROJECT MAPPING SHOWING AREAS  
OF THE PROJECT THAT REQUIRE PROFESSIONAL  
ARCHAEOLOGICAL MONITORING

## PLAN DRAWINGS

### Zones 1-4

- 1-99: Cover Sheet, General Notes, Summaries, Typical Sections, MOT, & Demolition
- 100-199: Grading, Coordinate Control, Layout
- 200-299: Soil and Irrigation
- 300-399: Storm Drainage & Erosion Control
- 400-499: Electrical & Lighting
- 500-599: Signals
- 600-699: Hardscape & Materials, Water Features, Interpretive Signage Details
- 700-799: Landscaping
- 800-899: Striping & Signage
- 900-999: Utility Coordination (Zones 1-4 & 7), RW, Paving Limits, Flexible Delineators

### Zone 7

- R1: Layout Sheet
- R2: Typical Sections, Summaries, & General Notes
- R3-R18: Plan & Profile Sheets
- R19-R22: Right of Way Summary & Strip Maps
- R23-R30: Details
- R31-R38: MOT
- R39-R47: Erosion Control
- R48: Coordinate Control
- R49-R51: Pipe Drainage Sheets
- T1-T9: Traffic Details, Standards, & Schedules
- T10-T17: Lighting Plan
- T18-T23: Striping and Signing Sheets
- X1-X28: Cross Section Sheets

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.

END OF SECTION