

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 Lagco Inc doing business as a corporation located in the City of Lexington, County of Fayette, and State of Kentucky, hereinafter called "CONTRACTOR."

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of one million, two hundred forty two thousand, nine hundred and three Dollars (\$1,242,903.00) quoted in the proposal by the CONTRACTOR, dated May 19, 2021, 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 therefor as prepared by Integrated Engineering, PLLC for the **Meadows-Northland-Arlington Neighborhood Improvement Project, 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 three hundred sixty (360) 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 **ONE THOUSAND 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

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 STORM SEWERS)

Phase 6-B1 15 Sheets
Phase 6-B2 15 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: _____

Linda Gorton

MAYOR

(Witness)

(Title)

(Seal)

(Contractor)

(Secretary)

BY: _____

(Witness)

(Title)

(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.