

**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 **Myers Fence, Inc.**, 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 **One hundred forty-nine thousand seventy-five** Dollars and Zero Cents (\$149,075.00) 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, IonWave Q&A and Contract Documents therefore as prepared by Lexington-Fayette Urban County Government for Shillito Dugout and Fence Project.

**2. TIME OF COMPLETION**

The time period estimated and authorized by the OWNER for the proper execution of the Work by the Contract, in full, is hereby subject to the stated deadlines per the specifications for the base bid accepted. Contractor shall begin in accordance with the Notice to Proceed provided by OWNER. Substantial completion deadline for Fields 2 and 3 is hereby set as March 20, 2020 with final completion by April 1, 2020. If Fields 4 and/or 1 are also awarded, Contractor may choose to complete these while adhering to the deadlines for Fields 2 and 3 or return November 1, 2020 with a fixed forty-five (45) days to final completion.

**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, the General Conditions, Performance and Payment Bonds, Contract Agreement, Special Conditions, Technical Specifications, any and all Addenda, IonWave Q&A, 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. THE FOLLOWING IS AN ENUMERATION OF THE SPECIFICATIONS AND DRAWINGS (CONTRACT DOCUMENTS):**

**SPECIFICATIONS**

SECTION NO.	TITLE	PAGES
I	Advertisement for Bids	AB 1 thru 5
II	Information for Bidders	IB 1 thru 10
III	Form of Proposal	P 1 thru 29
IV	General Conditions	GC 1 thru 52
V	Special Conditions	SC 1 thru 8
VI	Contract Agreement	CA 1 thru 5
VII	Performance and Payment Bonds	PB 1 thru 7
VIII	Addenda	AD 1 thru 1
IX	Technical Specifications	
	02 41 19 Selective Demolition	1 thru 2
	02610 Concrete Pavement	1 thru 2
	02711 Chain Link Fences	1 thru 2
	02831 Cast-in-Place Concrete	1 thru 2
	02870 Site Specialties	1 thru 1
	Bench Installation Details	

**PLAN DRAWINGS –**

**Title Sheet**

**Sheet 1 – Field 2, Bailey Field**

**Sheet 2 – Field 3**

**Sheet 3 – Field 4, Warner Field**

**Sheet 4 – Field 1, Peel Field**

**Sheet 5 – Standard Dugout Details, 10' x 30'**

**Sheet 6 – Standard Dugout Details, 10' x 20'**

**Sheet 7 – Partial Demo Dugout Details**

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.