

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 _____, 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 – Phase 2 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. 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"
101	STORM SEWER MANHOLE TYPE "B"
102	STORM SEWER MANHOLE DETAILS
103	MANHOLE FRAMES, COVERS AND STEPS
104	STORM SEWER MANHOLE CIRCULAR SLABS - 4' & 5' DIA.
105	STORM SEWER MANHOLE CIRCULAR SLABS - 6' DIA.
108	REINFORCEMENT DETAIL 5' NON-CIRCULAR M.H.
110	REINFORCEMENT DETAIL 6' NON-CIRCULAR M.H.
200	TRENCHING, LAYING, BACKFILLING AND BEDDING OUTSIDE R/W LIMITS
201-1	TRENCHING, LAYING, BACKFILLING AND BEDDING UNDER STREET PAVEMENT
201-2	TRENCHING, LAYING, BACKFILLING AND BEDDING UNDER STREET PAVEMENT USING FLOWABLE FILL
201-3	UTILITY TRENCH RESTORATION BENEATH EXISTING PAVED ROADS (SECTION VIEW)
201-4	UTILITY TRENCH RESTORATION BENEATH EXISTING PAVED ROADS (PLAN VIEW)

- 211 TYPICAL STANDARD PRECAST CONCRETE MANHOLE FOR PIPES UP TO 24"
- 212 TYPICAL STANDARD PRECAST CONC. DROP MANHOLE FOR PIPES UP TO 30"
- 213 STANDARD MANHOLE JUNCTION AND WATER STOP DETAILS
- 214 SEWER MANHOLE ADJUSTMENT GRADE RINGS
- 220 STANDARD CIRCULAR MANHOLE FRAME AND COVER
- 230 HOUSE LATERAL FOR GREATER THAN 6' DEEP SEWER IN SOIL AND ROCK EXCAVATION
- 231 HOUSE LATERAL FOR GREATER THAN 6' DEEP SEWER IN SOIL
- 232 HOUSE LATERAL FOR SHALLOW SEWER IN SOIL OR ROCK
- 234 RIGHT OF WAY OR EASEMENT LATERAL CLEANOUT IN NON-PAVED AREAS AND YARDS
- 301 CURB AND GUTTER
- 302 INTEGRAL CURB, HEADER CURB, MONOLITHIC CURB & SIDEWALK
- 303 SIDEWALK CONSTRUCTION SPECIFICATIONS
- 304 SIDEWALK RAMP
- 307-1 RESIDENTIAL ENTRANCE DETAILS
- 308 CHAIN LINK FENCE 3' – 6'
- 310 CHAIN LINK GATE
- 318 EDGE KEY
- 323 PUBLIC IMPROVEMENT SIGNS

KYTC STANDARD DRAWINGS

- RDB-280-06 CURB BOX INLET TYPE B
- TTC-100-05 LANE CLOSURE TWO-LANE HIGHWAY
- TTC-110-04 LANE CLOSURE USING TRAFFIC SIGNALS

DRAWINGS

“Southland Park Stormwater Improvements – Phase 2” by Banks Engineering dated December 2022.

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 -