

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. 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 (LFUCG)**, acting herein called "OWNER" and

_____, doing business as 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 by LFUCG for the **Town Branch and West Hickman WWTPs Final Clarifier Coating 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 ten (10) days after the CONTRACTOR is given 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 four hundred dollars (\$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, 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.

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, Proposal, and Plan Drawings form the Contract, and they are fully a part of the Contract as if hereto attached or herein repeated.

If during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to ENGINEER in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from ENGINEER; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error or discrepancy in the Contract Documents unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof. In resolving such conflicts, errors and discrepancies, the documents shall be given precedence in the following order:

1. Agreement
2. Field and Change Orders
3. Addenda
4. Special Conditions
5. Information for Bidders
6. General Conditions
7. Specifications and Drawings

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.	SPECIFICATION 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	Addenda
IX	Technical Specifications
X	Appendix A – Final Clarifier Photos
XI	Appendix B – Ovivo Final Clarifier Equipment
XII	Appendix C – Tnemec Perma-Shield Concrete Coating Details

DRAWINGS

DRAWING NO.	DRAWING TITLE
1	Cover Sheet
2	General Notes

3	Town Branch WWTP Site Plan
4	West Hickman WWTP Site Plan
5	Final Clarifiers Plan Views
6	Final Clarifiers Section Views
7	Baffle Bracket and Weir 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 a corporation, the Secretary should attest. Give the proper title of each person executing the Contract.

END OF SECTION

NOTICE OF AWARD

CONTRACTOR: _____

OWNER: Lexington-Fayette Urban County Government
Division of Water Quality
Lexington, Kentucky

PROJECT: Town Branch and West Hickman WWTPs Final Clarifier Coating
Lexington-Fayette Urban County Government

LFUCG Bid No. 42-2026

You are hereby notified that the Owner has considered the Bid submitted by you for the above-described project in response to its Advertisement for Bids dated _____, 20__.

It appears that it is to the best interest of said Owner to accept your Bid in the amount of _____ dollars (\$ _____), and you are hereby notified that your Bid has been accepted for

Town Branch and West Hickman WWTPs Final Clarifier Coating,

LFUCG Bid No. 42-2026.

The Contractor is required by these Contract Documents to execute and deliver the formal Contract Agreement with the undersigned Owner and to furnish the required Contractor's Performance and Payment Bonds within ten (10) days from the date of the delivery of this Notice.

If you fail to execute said Contract Agreement and to furnish said Bonds within ten (10) days from the date of delivery of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and to award the Work covered by your Bid to another, or to re-advertise the Work or otherwise dispose thereof as the Owner may deem appropriate.

Dated this _____ day of _____, 20__.

Lexington-Fayette Urban County Government

By: _____

Title: _____

NOTICE OF ACCEPTANCE

Receipt of the above Notice of Award is hereby acknowledged this _____ day of _____, 20__.

By: _____

Title: _____

NOTICE TO PROCEED

CONTRACTOR: _____

OWNER: Lexington-Fayette Urban County Government
Division of Water Quality
Lexington, Kentucky

PROJECT: Town Branch and West Hickman WWTPs Final Clarifier Coating
Lexington-Fayette Urban County Government

LFUCG Bid No. 42-2026

Contract Agreement Amount:
_____ dollars (\$ _____)

You are hereby notified to commence Work on the referenced project on or before _____, 20__ and to substantially complete Work within one hundred eighty (180) CONSECUTIVE CALENDAR DAYS thereafter. Your Contract Agreement completion date is therefore _____, 20__.

The Contract Agreement provides for assessment of the sum of four hundred dollars (\$400) as liquidated damages for each consecutive calendar day after the above established Contract Agreement completion date that the Work remains incomplete.

Lexington-Fayette Urban County Government

By: _____

Title: _____

Date: _____