

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 **L-M Asphalt Partners dba ATS Construction**, 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 two hundred thirty-four thousand five hundred twelve Dollars and Nineteen Cents (\$234,512.19) quoted in the proposal by the CONTRACTOR, dated June 16, 2017, 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, the Special Conditions of the Contract, IonWave Q&A, the Specifications and Contract Documents therefore as prepared by E A Partners, PLC for the Legacy-Hope Center Trail 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 fixed as one hundred twenty days (120) calendar days. The time shall begin ten (10) days after the CONTRACTOR is given the Notice to Proceed with the Work.

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.

Full completion of the work 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, 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.

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 BID PROPOSAL AND DRAWINGS (CONTRACT DOCUMENTS):

CONTRACT DOCUMENTS

SECTION NO.	TITLE	PAGES
I	Advertisement for Bids	AB 1 thru 6
II	Information for Bidders	IB 1 thru 11
III	Form of Proposal	P 1 thru 36
IV	General Conditions	GC 1 thru 52
V	Special Conditions	SC 1 thru 88
VI	Contract Agreement	CA 1 thru 5
VII	Performance and Payment Bonds	PB 1 thru 7
VIII	Technical Specifications	TS 1 thru 67
IX	Addenda	AD 1 thru 1
Appendix "A"	Standard Drawings	
Appendix "B"	Traffic Management Plan	

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.