

PART VI

CONTRACT AGREEMENT

THIS AGREEMENT, made on the 14th day of October, 2021, by and between Lexington-Fayette Urban County Government, acting herein called "OWNER" and Judy Construction Company doing business as a corporation located in the City of Cynthiana, County of Harrison, and State of Kentucky, hereinafter called "CONTRACTOR."

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of Three Million Four Hundred Twenty Seven Thousand Dollars and No Cents (\$3,427,000) quoted in the proposal by the CONTRACTOR, dated August 18, 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 therefore as prepared by GRW Engineers for the West Hickman Solids Handling Improvements which includes but is not limited to:

The project includes two alternate bids. Bid alternate one include the replacement three belt filter presses with two dewatering centrifuges, three polymer blending systems, replacement of approximately 220 lf of 6" ductile buried water line, replacement of (3) 220 lf 4" ductile iron sludge lines, installation of three screw conveyors, two magnetic flow meters, all associated electrical and instrumentation, This project also includes the conversion of storage space into an office with a dedicated mini-split HVAC unit, window replacements, trolley beam demolition. All work listed here together with all related work as specified and shown on the Drawings.

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 **TIME OF COMPLETION** (335) 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 **\$750 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