

PART VI

CONTRACT AGREEMENT

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PART VI

CONTRACT AGREEMENT

THIS AGREEMENT, made on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between (1) Lexington-Fayette Urban County Government, acting herein called "OWNER" and

(2) Davis H. Elliot Construction Company doing business as ~~\*(an individual)~~ ~~(a partnership)~~ (a corporation) ~~(limited liability company)~~ 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 Three Hundred Eighty Six Thousand Two Hundred Twenty Nine Dollars and Twenty Five Cents (\$ 386,229.25) quoted in the proposal by the CONTRACTOR, dated February 14, 2012, 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 the Lexington-Fayette Urban County Government, Division of Traffic Engineering.

**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 – fifty ( 150 ) calendar days. The time shall begin ten (10) days after the date specified in 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 or other considerations. 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, and Proposal, and Plan Drawings and any related addenda 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.

THE FOLLOWING IS AN ENUMERATION OF THE SPECIFICATIONS AND DRAWINGS  
(CONTRACT DOCUMENTS)

**SPECIFICATIONS**

PART NO.	TITLE	PAGES
I	ADVERTISEMENT FOR BIDS	AB-1 THRU AB-5
II	INFORMATION FOR BIDDERS	IB-1 THRU IB-25
III	FORM OF PROPOSAL	P-1 THRU P-24
IV	GENERAL CONDITIONS	GC-1 THRU GC-51
V	SPECIAL CONDITIONS	SC-1 THRU SC-6
VI	CONTRACT AGREEMENT	CA-1 THRU CA-5
VII	PERFORMANCE AND PAYMENT BONDS	PB-1 THRU PB-8
VIII	TECHNICAL SPECIFICATIONS	TS-1 THRU TS-24
IX	FEDERAL AND STATE CONTRACT NOTES	
X	CERTIFICATIONS	
XI	ADDENDA	

**PLAN DRAWINGS**

C 1-5, MOW 1-4, TC 1-4, and NB 1-3

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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)

Davis H. Elliot Construction Company, Inc.  
(Contractor)

Laura Kleindl  
Assistant (Secretary)

BY: 

Stephen W. Steltenkamp  
(Witness)

Keith Simpson, Vice President  
(Title)

673 Blue Sky Parkway, Lexington, KY 40509  
(Address and Zip Code)

IMPORTANT: \*Strike out any inapplicable terms.

Secretary of the Owner should attest. If the CONTRACTOR is corporation, Secretary should attest. Give proper title of each person-executing Contract.