

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 **Peachtree Road / Woodhill Drive Stormwater Improvements**.

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 **TWO HUNDRED AND FORTY (240) 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 **\$1,000.00 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 other 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	PAGES
I	Advertisement for Bids	AB-1 to 5
II	Information for Bidders	IB-1 to 10
III	Form of Proposal	P-1 to 28
IV	General Conditions	GC-1 to 50
V	Special Conditions	SC-1
VI	Contract Agreement	CA-1 to 8
VII	Bonds and Certificates	BC-1 to 18
VIII	Permits	PE-1
IX	Addenda	A-1

TECHNICAL SPECIFICATIONS

Division 1	General Requirements	all-inclusive
Division 2	Site Work	all-inclusive
Division 3	Concrete	all-inclusive

STANDARD DRAWINGS

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

<u>Number</u>	<u>Description</u>
100	Storm Sewer Manhole Type “A” – Circular Walls

CA-4

101	Storm Sewer Manhole Type “B” – Non-Circular Walls
102	Storm Sewer Manhole Details
103	Manhole Frames, Covers, and Steps
104	Storm Sewer Manhole Circular Slabs 4’-0” and 5’-0” Diameter
105	Storm Sewer Manhole Circular Slabs 6’-0” Diameter
106	Storm Sewer Manhole Circular Slabs 7’-0” Diameter
107	Storm Sewer Manhole Circular Slabs 8’-0” Diameter
108	Reinforcement Detail 5’ Non-Circular M.H. <10’ Depth, 8” Walls, 10” Slab
109	Reinforcement Detail 5’ Non-Circular M.H. 7’-6” to 20’ Depth, 8” Walls, 12” Slab
110	Reinforcement Detail 6’ Non-Circular M.H. <10’ Depth, 8” Walls, 10” Slab
111	Reinforcement Detail 6’ Non-Circular M.H. 8’ to 15’ Depth, 8” Walls, 12” Slab
112	Reinforcement Detail 6’ Non-Circular M.H. 15’ to 20’ Depth, 10” Walls, 12” Slab
113	Reinforcement Detail 7’ Non-Circular M.H. Less Than 10’ Depth, 8” Walls, 10” Slab
114	Reinforcement Detail 7’ Non-Circular M.H. 8’ to 10’ Depth, 8” Walls, 12” Slab
115	Reinforcement Detail 7’ Non-Circular M.H. 10’ to 20’ Depth, 10” Walls, 12” Slab
120	Surface Inlet Type “A”
121	Surface Inlet Type “B”
122-1	Curb Box Inlet Type “A” 4’ x 4’ Box 15” - 18” Pipes
122-2	Curb Box Inlet Type “A” 4’ x 4’ Box 15” - 18” Pipes
123-1	Curb Box Inlet Type “B” 5’ x 5’ Box 15” - 24” Pipes
123-2	Curb Box Inlet Type “B” 5’ x 5’ Box 15” - 24” Pipes
124-1	Curb Box Inlet Type “C” 4’ x 3’ Box Single Pipe 15” or Less
124-2	Curb Box Inlet Type “C” 4’ x 3’ Box Single Pipe 15” or Less
125	Curb Box Inlet Type “D”
126	Spring Box Inlet Type “A”
127	Spring Box Inlet Type “B”
128	Security Devices for Frames and Grates
130-1	Aggregate Channel Lining
130-2	Aggregate Channel Lining
131	Mattress Channel Lining
132	Paved Ditch
150	Straight Headwalls
151	ELL Headwalls
152	U-Type Headwalls
153	Pipe Culvert Headwalls 0° Skew 15” - 27” Circular Pipe
154-1	Pipe Culvert Headwalls 0° Skew 30”-108” Pipe
154-2	Dimensions and Quantities 30”-108” Headwalls Circular Pipe 0° Skew
154-3	Bill of Reinforcement 30”-90” Diameter Circular Pipe Headwalls 0° Skew
154-4	Bill of Reinforcement 96” - 108” Diameter Circular Pipe Headwalls 0° Skew
158	18” - 24” Double & Triple Pipe Culvert Headwalls at 0° Skew
159-1	Double and Triple Pipe Culvert Headwalls 0° Skew
159-2	Dimensions and Quantities 30” - 48” Double and Triple Headwalls - Circular Pipe 0° Skew

159-3	Bill of Reinforcement 30" - 48" Double and Triple Headwalls - Circular Pipe 0° Skew
162	Sloped and Flared Box Inlet - Outlet 18" - 24" - 30" - 36" All Skews
163	Grates for Sloped and Flared Box Inlet - Outlet
164	Impact Stilling Basin 15" - 24" Pipes
165	Impact Stilling Basin 27" - 48" Pipes
180	Retaining Wall Gravity Type
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)
204	Sanitary Sewer Pipe: Types and Maximum Allowable Fill Heights
210	Typical Precast Concrete Shallow Manhole Pipes 24" and Larger
211	Typical Standard Precast Concrete Manhole For Pipes Up to 24"
212	Typical Precast Concrete Drop Manhole Pipes Up To 36"
213	Standard Manhole Junction and Water Stop Details
214	Sewer Manhole Adjustment Grade Rings
216	Manhole Size Standards and General Notes for Deep Manholes
217	Deflection Angle Criteria for Sanitary Manholes
220	Standard Circular Manhole Frame and Cover
222	Standard Watertight 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
233	Lateral Cleanout in Non-Paved Areas and Yards
234	Right-Of-Way Easement Lateral Cleanout in Non-Paved Areas and Yards
240	Sanitary Sewer Stream Crossing and Stream Bed Restoration Detail
250	Grease Interceptor Typical Configuration
260	Sewer Connection to Existing Concrete Manhole
300	Typical Street Sections
301	Curb and Gutter
302	Integral Curb, Header Curb, Monolithic Curb and Sidewalk
303	Sidewalk Construction Specifications
304	Sidewalk Ramp Type 1
307-1	Residential Entrance Details
307-2	Commercial Entrance Details
308	Chain Link Fence 3' - 6'
309	Chain Link Fence 8' - 12'
310	Chain Link Gate
311	Plank Fence
312	Woven Wire Right-of-Way Fence Type 1
313	Woven Wire Right-of-Way Fence Type 2
314	Woven Wire Gates

315	Concrete Steps
316	Top Rail for Retaining Walls Handrail for Steps
317	County Road Typical Shoulder Sections (Minimum Requirements)
318	Edge Key
319	Typical Edge Key for Minimum Overlays, Short Projects, Low Speed
320-1	Perforated Pipe Subgrade Drainage Along Roadway
320-2	Perforated Pipe Subgrade Drainage For Raised Non-Paved Medians
321	Perforated Pipe for Subgrade Drainage
322	Perforated Pipe Underdrains
323	Public Improvement Sign

KENTUCKY TRANSPORTATION CABINET

<u>Number</u>	<u>Description</u>
RDB-280-05	Curb Box Inlet Type B (Detail Drawing)
RDB-281-02	Curb Box Inlet Type B (Steel Drawing)
RDB-282-03	Curb Box Inlet Type B (Top Phase Tables)
RDB-283-03	Curb Box Inlet Type B (Detail and Bar Chart for 8" Lid)
RDB-400-04	Box Inlet Riser
RDB-410-05	Box Inlet Pipe Chamber
RDB-420-04	Box Inlet Pipe Chamber (Additional Steel)

DRAWINGS

Peachtree Road / Woodhill Drive Stormwater Improvements Construction Drawings
Sheets 01 through 12

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 -