

**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 **Davis H. Elliot Construction Company Inc.**, 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 six hundred ninety six thousand seven hundred fifty-four Dollars (\$696,754.00) quoted in the proposal by the CONTRACTOR, dated August 23, 2024, 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 therefor as prepared by the ENGINEER for the Work Sites and Work subsequently identified by the OWNER and accepted by the CONTRACTOR.

**2. TIME OF COMPLETION**

The time period estimated and authorized by the OWNER for completion of the Work by the CONTRACTOR shall hereby fixed as **April 16, 2025**.

**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. 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. After Mobilization, the remaining contract payments shall be made in **five (5) intervals of TWENTY (20%) percent each** until the project is deemed sufficiently complete. Final payment for Demobilization will be made after corrective work is completed. Contractor shall provide installed item work report showing when each threshold is reached.

## **6. ACCEPTANCE AND FINAL PAYMENT**

Final payment shall be due within sixty (60) 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, 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. LIQUIDATED DAMAGES**

It is mutually agreed by and between the parties hereto that time is of the essence when constructing projects under this Contract, and that there will be sustained by the OWNER damages, monetary and otherwise, in the event of delay in the completion of the Work hereby contracted. The CONTRACTOR will be held responsible to the OWNER for delays in completion of the Work herein contracted beyond the date set for completion. Such monetary damage shall be deducted from the Contract sum in the amount of **FIVE HUNDRED DOLLARS (\$500.00)** per calendar day of such delay, or the sum as specified by the Section 108, KDOH Standard Specifications, current edition. If the Work contracted to be done shall not, in good faith, be commenced at the time specified, then the CONTRACTOR together with the Surety or Sureties upon the bond herein provided for, shall be liable for and shall pay to the OWNER all damages sustained by reason of such failure for breach of Contract, and the OWNER may immediately relet the Work involved.

**9. 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.

**10. ENUMERATION OF THE SPECIFICATIONS AND DRAWINGS (CONTRACT DOCUMENTS):**

**SPECIFICATIONS**

<b>PART NO.</b>	<b>TITLE</b>	<b>PAGES</b>
I	Advertisement for Bids	AB 1 thru 22
II	Information for Bidders	IB 1 thru 11
III	Form of Proposal	P 1 thru 52
IV	General Conditions	GC 1 thru 49
V	Special Conditions	SC 1 thru 76
VI	Contract Agreement	CA 1 thru 5
VII	Performance and Payment Bonds	PB 1 thru 7
VIII	Technical Specifications	TS 1 thru 13
IX	Addenda	AD 1 thru 1
APPENDIX A	Encroachment Permit	1 thru 6
APPENDIX B	Standard Drawings	1 thru 60
APPENDIX C	Permits	1 thru 13
PLANS	Fiber Optic Expansion Plans	1 thru 20

**11. AGREEMENT OF PARTIES**

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.

**END OF SECTION**