

## SECTION 00520 – AGREEMENT (CONTRACT)

THIS AGREEMENT, made on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Lexington Fayette Urban County Government, acting herein called "OWNER" and \_\_\_\_\_ doing business as a \_\_\_\_\_ located in the City of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_, hereinafter called "CONTRACTOR".

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of \_\_\_\_\_ dollars

quoted in the BID by the CONTRACTOR, dated \_\_\_\_\_, 20\_\_\_\_, hereby agree to commence and complete the construction described as follows:

### 1.01 SCOPE OF WORK

The CONTRACTOR shall provide and furnish all the materials, supplies, machinery, equipment, tools, supervision, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the BID, the Contract Documents, and the Specifications prepared by the Engineer for the Liberty Road Pump Station Replacement LFUCG Bid No. 74-2018.

The project includes the installation of a HDPE pumping station and valve vault, approximately 42 linear feet of 8" PVC gravity sewer, and approximately 20 linear feet of 4" PVC force main, and various appurtenances. These facilities will be adjacent to the existing ejector pumping station to be demolished.

### 1.02 TIME OF COMPLETION

The time period estimated and authorized by the OWNER for Substantial Completion of Work by the AGREEMENT, in full, is hereby fixed as **180 consecutive calendar days**. The time shall begin **10** calendar days after CONTRACTOR is issued the Notice to Proceed.

### 1.03 ISSUANCE OF NOTICE TO PROCEED

Notice to Proceed for Work will be issued in whole or in 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.

### 1.04 AGREEMENT (CONTRACT) AMOUNT

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the AGREEMENT as quoted in the BID, subject to any additions and deductions, as provided therein.

### 1.05 PROGRESS PAYMENTS

The OWNER shall make payments on account of the AGREEMENT in accordance with the General Conditions, as recommended by the Engineer and authorized by the OWNER, less the aggregate of previous payments.

## **1.06 ACCEPTANCE AND FINAL PAYMENT**

Final payment shall be due within ninety (90) days after Final Completion of the Work, provided the Work is deemed "Final Completion" and fully accepted by the OWNER.

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 AGREEMENT (CONTRACT) 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 AGREEMENT (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.

## **1.07 EXTRA WORK**

The OWNER, without invalidating the AGREEMENT (CONTRACT) may order extra work or make changes by altering, adding to or deducting from the Work, the AGREEMENT (CONTRACT) amount being adjusted accordingly. All such work shall be executed and paid for in accordance with the General Conditions.

## **1.08 LIQUIDATED DAMAGES**

If the CONTRACTOR shall fail or refuse to complete the Work within the AGREEMENT (CONTRACT) Time, or extension of time granted by the OWNER, then the CONTRACTOR agrees as a partial consideration for the awarding of this AGREEMENT (CONTRACT) that the OWNER may retain the compensation otherwise to be paid to the CONTRACTOR the amount of One Thousand 00/100 dollars (\$1,000.00) per consecutive calendar day that the CONTRACTOR shall be in default after the Final Completion time stipulated in the Contract Documents. The said amount is fixed and agreed upon by and between the CONTRACTOR and the OWNER because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the OWNER would in such event sustain.

## **1.09 RIGHT TO REVIEW, AUDIT, AND INSPECT**

The CONTRACTOR shall provide to the OWNER or its duly authorized representative(s), at any time during the course of the contract and up to five (5) years thereafter, access to any books, documents, papers, emails, and/or other records or communications which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

## **1.10 CONTRACT DOCUMENTS**

In general, the Advertisement for Bids, Information Available to Bidders, the Bid, the General Conditions, Performance, Payment, Erosion and Sediment Control and Warranty Bonds, AGREEMENT (CONTRACT), Supplementary Conditions, Supplemental General Conditions for SRF, Technical Specifications, any and all Addenda, and Plan Drawings form the AGREEMENT (CONTRACT) and they are fully a part of the AGREEMENT (CONTRACT) as if hereto attached or herein repeated.

A full listing of the Contract Documents consist of the following:

Specifications:	Per Table of Contents
Drawings (Plans):	Per Table of Contents

IN WITNESSETH WHEREOF, the parties hereto have executed this AGREEMENT (CONTRACT) as of the date and year above written.

(Seal)

Lexington-Fayette Urban County Government  
Lexington, Kentucky  
\_\_\_\_\_  
(Owner)

ATTEST:

\_\_\_\_\_  
Clerk of Urban County Council

By: \_\_\_\_\_  
(Signature of Mayor)

\_\_\_\_\_  
(Name/Title) .Mayor

(Seal)

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Secretary)\*

By: \_\_\_\_\_  
(Contractor's Signature)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Name/Title)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\*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 AGREEMENT  
(CONTRACT).

END OF SECTION