# 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 **Calhoun Construction Services Inc.**, doing business as a corporation located in the City of Louisville, County of Jefferson, and State of Kentucky, hereinafter called "CONTRACTOR."

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of fourteen million nine hundred fifty-nine thousand Dollars ($14,959,000.00) quoted in the proposal by the CONTRACTOR, dated October 7, 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 therefore as prepared by EOP Architects for Lexington-Fayette Urban County Government for the **New Senior & Therapeutic Center** project.

### 2. TIME OF COMPLETION

The time estimated and authorized by the OWNER for the proper execution of the Work by the Contract, in full, is hereby fixed as five hundred sixteen (516) calendar days to substantial completion and an additional thirty (30) calendar days to final completion. The time shall begin in accordance with the Notice to Proceed provided by OWNER.

### 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 after consultation between 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, 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 Owner 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, the OWNER shall 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, Ion Wave Q&A, 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. THE FOLLOWING IS AN ENUMERATION OF THE SPECIFICATIONS AND DRAWINGS (CONTRACT DOCUMENTS):**

## SPECIFICATIONS

| SECTION NO. | TITLE |
|---|---|
| I | Advertisement for Bids |
| II | Information for Bidders |
| III | Form of Proposal |
| IV | General Conditions |
| V | Special Conditions |
| VI | Contract Agreement |
| VII | Performance and Payment Bonds |
| VIII | Addenda |
| IX | Technical Specifications and Drawings |

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:

_____ BY: _____
Clerk of the Urban County Council MAYOR

_____ _____
(Witness) (Title)

(Seal)

_____
(Contractor)

_____ BY: _____
(Secretary)*

_____ _____
(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.