

# CONTRACT

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Independence, Kentucky, hereinafter called "OWNER", and

\_\_\_\_\_  
(Company Name)

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

doing business as an individual, a partnership, a corporation in the County of \_\_\_\_\_, State of \_\_\_\_\_, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees to commence and complete the improvement, repair and construction of:

## MADISON PIKE SIDEWALK, PHASE 5

hereinafter called "Work" for the sum stated in the Proposal, and for all extra work in connection therewith, under the terms as stated in the General Conditions of the Contract Document, and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said Work in accordance with the conditions and price stated in the Proposal, Instructions to Bidders, the General Provisions, Construction Specifications, Plans, Drawings, Prints and Addendum therefore as approved by the Owner, and all of which are a part hereof and collectively evidence and constitute the Contract.

The Contractor hereby agrees to commence work under this Contract within ten days from date and to substantially complete the work on **by August 31, 2019** or be subject to liquidated damages of \$500.00 per calendar day.

The Owner agrees to pay the Contractor in current funds for the performance of the Contract, subject to additions and deductions, and to make payments on account thereof, as provided in the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in two (2) counterparts, each of which shall be deemed as original, in the year and day first above mentioned.

**ATTEST:**

**OWNER:**

**CITY OF INDEPENDENCE**

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Witness

SEAL

**ATTEST:**

**CONTRACTOR:**

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Witness

SEAL

# GUARANTEE

**TO: CITY OF INDEPENDENCE  
5409 MADISON PIKE  
INDEPENDENCE, KENTUCKY 41051**

**DATE:** \_\_\_\_\_

The undersigned, \_\_\_\_\_, having heretofore entered into a contract with the City of Independence, Kentucky, dated \_\_\_\_\_ for the Improvement, Repair and Construction of:

## MADISON PIKE SIDEWALK, PHASE 5

and in accordance with the terms of said contract do hereby guarantee that all labor and material furnished and work performed by us under said contract is in conformity with such plans and specifications and authorized alterations thereto and that such Improvement, Repair and Construction installed pursuant to said contract is free from imperfect workmanship and materials, and we agree to repair at our own cost and expense all of the work covered under said contract and change orders which may prove to be defective for a period of one year from the date hereof. Furthermore, we agree to repair at our sole cost any work which we may affect or disturb in making the repairs herein contemplated.

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Guarantee Period Begins \_\_\_\_\_

(Date)

# FINAL RELEASE OF LIEN

For and in consideration of \_\_\_\_\_, the undersigned

\_\_\_\_\_  
(Name of Company)

does hereby waive, release and relinquish any and all claims, demands, and right of lien for all work, labor, material, machinery, and other goods, equipment, and services done, performed, and furnished in and for the Improvement, Repair and Construction of:

## MADISON PIKE SIDEWALK, PHASE 5

In WITNESS WHEREOF, the undersigned has caused these presents to be duly executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Name of Company

By \_\_\_\_\_

\_\_\_\_\_  
Title

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_, being personally known to me, appeared before me and executed the foregoing Final Release of Lien and acknowledged such execution to be his free act and deed.

NOTARY SEAL

Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_\_, 20\_\_\_\_