

CONTRACT

THIS AGREEMENT made this _____ day of _____, 2019 by
and between the CITY OF FORT THOMAS hereinafter called "OWNER", and

(Company Name)

(Business Address)

doing business as an individual, a partnership, a corporation in the County of Kenton, State of Kentucky hereinafter called "PRIME 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:

FORT THOMAS 2019 CURB, SIDEWALK, AND DRIVEWAY APRON REPLACEMENT

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 by **FRIDAY, SEPTEMBER 20, 2019** or be subject to liquidated damages of \$500.00 per calendar day.

The Owner agrees to pay the Prime 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 FORT THOMAS, KENTUCKY

By _____

Title _____

Witness

By _____

Title _____

Witness

SEAL

ATTEST

PRIME CONTRACTOR:

By _____

Title _____

Witness

Witness

SEAL

PERSONAL PROPERTY TAX

AFFIDAVIT

STATE OF _____:

SS

COUNTY OF _____:

(Name)

(Position)

(Company)

Being first duly sworn, says that _____. was the successful bidder on the **FORT THOMAS 2019 CURB, SIDEWALK, AND DRIVEWAY APRON REPLACEMENT** project; and, that at the time the bid was submitted, said Company was/was not (*mark out one*) charged with owing delinquent property taxes on the General Tax List of personal property in accordance with Section 5719.042 of the Kentucky Revised Code, and that the following amounts of unpaid delinquent personal property taxes, penalties, and interest thereon is due as follows:

Delinquent personal property tax \$ _____

Penalties \$ _____

Interest \$ _____

Affiant

Sworn to before me and subscribed in my presence this _____ day of _____, 20_____.

NOTARY SEAL

Notary Public _____

My Commission Expires _____, 20_____

GUARANTEE

TO: _____

DATE: _____

The undersigned, _____, having
heretofore entered into a contract with the City of Fort Thomas, Kentucky, dated
_____ for the Improvement, Repair and Construction of:

FORT THOMAS 2019 CURB, SIDEWALK, AND DRIVEWAY APRON REPLACEMENT

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.

Additionally, per the requirements of the Northern Kentucky Water District, all watermain work shall be guaranteed for a period of 24 months after substantial completion. This guarantee will also extend to the roadway if any damage results from the watermain construction.

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:

FORT THOMAS 2019 CURB, SIDEWALK, AND DRIVEWAY APRON REPLACEMENT

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____