

**PART VI**  
**CONTRACT AGREEMENT**  
**INDEX**

1.	SCOPE OF WORK.....	CA-2
2.	TIME OF COMPLETION.....	CA-2
3.	ISSUANCE OF WORK ORDERS .....	CA-2
4.	THE CONTRACT SUM .....	CA-2
5.	PROGRESS PAYMENTS .....	CA-3
6.	ACCEPTANCE AND FINAL PAYMENT.....	CA-3
7.	THE CONTRACT DOCUMENTS.....	CA-3
8.	EXTRA WORK.....	CA-3
9.	ENUMERATION OF SPECIFICATIONS AND DRAWINGS.....	CA-4

## **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 **FuelBand LLC**, 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 one hundred forty-five thousand eight hundred Dollars and no Cents (\$145,800.000) quoted in the proposal by the CONTRACTOR, dated January 29, 2018, 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, IonWave Q&A and Contract Documents therefore as prepared by Fitzsimons Office of Architecture for Carver Center and Lou Johnson Building Renovations project.

#### **2. TIME OF COMPLETION**

The date authorized by the OWNER for the proper execution of the Work by the Contract, in full, is hereby fixed as 90 calendar days for 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 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.

## **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 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. 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**

<b>SECTION NO.</b>	<b>TITLE</b>	<b>PAGES</b>
I	Advertisement for Bids	AB 1 thru 5
II	Information for Bidders	IB 1 thru 10
III	Form of Proposal	P 1 thru 35
IV	General Conditions	GC 1 thru 52
V	Special Conditions	SC 1 thru 56
VI	Contract Agreement	CA 1 thru 7
VII	Performance and Payment Bonds	PB 1 thru 7
VIII	Addenda	AD 1 thru 1
IX	Technical Specifications	

**Technical Specifications Contents Lou Johnson**

Table of Contents	1
<b><i>Division 1 - General Requirements</i></b>	
010000 Special Requirements	9
<b><i>Division 2 - Site Work</i></b>	
020700 Selective Demolition	4
<b><i>Division 6 - Carpentry</i></b>	
061000 General Carpentry	11
064020 Interior Architectural Woodwork	10
<b><i>Division 7 - Thermal and Moisture Protection</i></b>	
079000 Joint Sealers	4
<b><i>Division 8 - Doors</i></b>	
081100 Hollow Metal Doors and Frames	3
<b><i>Division 9 - Finishes</i></b>	
099000 Painting	6

**Drawings**

A-1 Plans, Elevations, Notes  
A-2 Alternate #1 and #2

## Technical Specifications Contents Carver Community Center Rest Room Renovation Phase 2

Table of Contents	1
<b><i>Division 1 - General Requirements</i></b>	
010000 Special Requirements	9
<b><i>Division 2 - Site Work</i></b>	
020700 Selective Demolition	4
<b><i>Division 4 - Masonry</i></b>	
042500 Masonry Work	8
<b><i>Division 6 - Carpentry</i></b>	
061000 General Carpentry	11
<b><i>Division 7 - Thermal and Moisture Protection</i></b>	
079000 Joint Sealers	4
<b><i>Division 9 - Finishes</i></b>	
092550 Gypsum Board Assemblies	9
093000 Ceramic Tile	7
099000 Painting	6
<b><i>Division 10 – Specialties</i></b>	
102166 Solid Plastic Toilet Compartments	3
102800 Toilet and Bath Accessories	4
<b><i>Division 22 – Plumbing</i></b>	
220100 General Provisions for Plumbing Work	15
220200 Pipe Trenching	3
220300 Basic Materials for Plumbing Work	11
220700 Piping Insulation	3
223300 Miscellaneous Plumbing Equipment	6
224000 Plumbing Fixtures	8

### List of Drawings

A-1	Existing Basement Plan
A-2	Existing First Floor Plan
A-3	Existing Second Floor Plan
A-4	Renov. Floor and Reflected Ceiling
A-5	Interior Wall Elevations
P-0	Basement Floor Plumbing
PD-1	Existing Second Floor Plumbing
P-1	First Floor Plumbing

P-2 Second Floor Plumbing, Risers  
P-3 Plumbing Details, Legend, Schedule  
E-1 Electrical Demolition  
E-2 Electrical Second Floor Plans

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.