

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 **Olympic Construction LLC**, doing business as a corporation located in the City of Nicholasville, County of Jessamine, and State of Kentucky, hereinafter called "CONTRACTOR."

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of two hundred seventy-one thousand Dollars and No Cents (\$ 271,000.00) quoted in the proposal by the CONTRACTOR, dated November 22, 2017, 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 Element Design PLLC for Family Care Center Courtyard Restoration & Accessibility Project.

2. TIME OF COMPLETION

The time period estimated and authorized by the OWNER for the proper execution of the Work by the Contract, in full, is hereby fixed as ninety (90) calendar days to substantial completion and ten (10) 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 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, IonWave Q&A, 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

SECTION NO.	TITLE	PAGES
I	Advertisement for Bids	AB 1 thru 5
II	Information for Bidders	IB 1 thru 10
III	Form of Proposal	P 1 thru 36
IV	General Conditions	GC 1 thru 52
V	Special Conditions	SC 1 thru 56
VI	Contract Agreement	CA 1 thru 6
VII	Performance and Payment Bonds	PB 1 thru 7
VIII	Addenda	AD 1 thru 1
IX	Technical Specifications	

Division 1 - General Requirements

011100	Summary
012200	Unit Prices
012300	Alternates
012600	Contract Modification Procedures
012900	Payment Procedures
013100	Project Management and Coordination
013200	Construction Progress Documentation
013300	Submittal Procedures
014000	Quality Requirements
015000	Temporary Facilities and Controls
016000	Product Requirements
017300	Execution
017419	Construction Waste Management
017700	Closeout Procedures
017823	Operation and Maintenance Data
017839	Project Record Documents
017900	Demonstration and Training

Division 3 – Concrete

033000	Cast in Place Concrete (Limited Applications)
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Division 5 – Metals

055213 Exterior Pipe and Tube Railings

Division 9 – Finishes

099101 Exterior Painting

Division 13 – Special Construction

133423 Fabricated Shade Structures

Division 26 – Electrical

260500 General Requirements

Division 31 – Earthwork

311000 Site Clearing

312000 Earth Moving

Division 32 – Exterior Improvements

321313 Concrete Paving

321373 Concrete Paving Joint Sealants

321810 Poured in Place Rubberized Surfacing for Playground Areas

329200 Turf and Grasses

329300 Plants

Division 33 – Utilities

334100 Storm Utility Drainage Piping

Plan Drawings –

CVR - Cover Sheet

L0.0 - General Notes

L1.0 – Storm Water Pollution Prevention Plan

L2.0 - Demolition

L3.0 - Grading & Drainage Area

L4.0 - Site Layout Plan

L4.1 - Site Materials Plan

L5.0 - Landscape Plan

L6.0 - Site Details

L6.1 - Site Details

L7.0 – Stair Sections

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.