

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 **Omni Commercial 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 four hundred fifty-seven thousand seven hundred eighty-three Dollars and No Cents (\$457,783.00) quoted in the proposal by the CONTRACTOR, dated March 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 and Contract Documents therefore as prepared by Fitzsimons Office of Architecture for LFD Facilities Maintenance Building Phase II 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 one hundred eighty (180) calendar days. 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

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 35
IV	General Conditions	GC 1 thru 51
V	Special Conditions	SC 1 thru 8
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	
Division 1	General Requirements	
010000	Special Requirements	1 thru 8
Division 2	Site Work	
022000	Earthwork	1 thru 7
026200	Sub-Drainage	1 thru 6
027510	Cement Concrete Pavement	1 thru 12
Division 3	Concrete	
033000	Cast-In-Place Concrete	1 thru 13
Division 4	Masonry	
042000	Masonry Work	1 thru 8
Division 5	Metals	
051200	Structural Steel	1 thru 6
054000	Cold-Formed Metal Framing	1 thru 10
054400	Cold-Formed Metal Trusses	1 thru 6
055000	Metal Fabrications	1 thru 7
Division 6	Carpentry	
061000	General Carpentry	1 thru 10
Division 7	Thermal and Moisture Protection	
072113	Foam Board and Batt Insulation	1 thru 8
073110	Asphalt shingles and Roofing Accessories	1 thru 5
076200	Sheet Metal Flashing and Trim	1 thru 5
079000	Joint Sealers	1 thru 5

Division 8	Doors, Windows and Hardware	
081100	Hollow Metal Doors and Frames	1 thru 2
083600	Sectional Overhead Doors	1 thru 5
085250	Aluminum Windows	1 thru 6
087100	Door Hardware	1 thru 16
Division 9	Finishes	
092550	Gypsum Board Assemblies	1 thru 9
093000	Ceramic Tile	1 thru 7
099000	Painting	1 thru 6
Division 22	Plumbing	
220100	GENERAL PROVISIONS FOR PLUMBING WORK	1 thru 17
220517	SLEEVING, CUTTING, PATCHING, REPAIRING FOR PLUMBING	1 thru 5
220529	HANGERS, SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT	1 thru 5
220553	IDENTIFICATION OF PLUMBING PIPING AND EQUIPMENT	1 thru 4
220600	PLUMBING SYSTEMS DEMONSTRATION AND TRAINING	1 thru 4
220719	PLUMBING PIPING INSULATION	1 thru 4
221000	PLUMBING PIPING AND VALVES	1 thru 12
221119	DOMESTIC WATER PLUMBING SPECIALTIES	1 thru 5
221319	SANITARY AND STORM PIPING SPECIALTIES	1 thru 3
223300	ELECTRIC DOMESTIC WATER HEATERS	1 thru 4
224200	PLUMBING FIXTURES AND EQUIPMENT	1 thru 5
Division 23 – Heating, Ventilating and Air Conditioning		
230100	GENERAL PROVISIONS FOR MECHANICAL WORK	1 thru 18
230510	SLEEVING, CUTTING, PATCHING AND REPAIRING	1 thru 5
230529	SUPPORTS, ANCHORS FOR MECHANICAL PIPING, EQUIPMENT	1 thru 4
230548	VIBRATION ISOLATION FOR HVAC	1 thru 6
230593	TEST, ADJUSTING, AND BALANCING FOR HVAC	1 thru 7
230600	MECHANICAL SYSTEMS DEMONSTRATION AND TRAINING	1 thru 4
233113	DUCTWORK AND DUCTWORK INSULATION	1 thru 6
233300	DUCTWORK ACCESSORIES	1 thru 4
233423	POWER VENTILATORS	1 thru 3
233713	AIR DISTRIBUTION DEVICES	1 thru 4
238126	SPLIT SYSTEM HEAT PUMP	1 thru 4
238239	ELECTRIC UNIT HEATERS	1 thru 3
Division 26 – Electrical		
260500	GENERAL REQUIREMENTS	1 thru 3
260505	PENETRATION FIRESTOPPING	1 thru 6
260519	LOW VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES	1 thru 2
260526	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	1 thru 5
260529	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS	1 thru 4
260533	RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS	1 thru 10
260536	CABLE TRAYS FOR ELECTRICAL SYSTEMS	1 thru 4
260553	IDENTIFICATION FOR ELECTRICAL SYSTEMS	1 thru 7
260923	LOW VOLTAGE LIGHTING CONTROLS	1 thru 7
262416	PANELBOARDS	1 thru 9
262726	WIRING DEVICES	1 thru 8

262816	ENCLOSED SWITCHES AND CIRCUIT BREAKERS	1 thru 5
265100	INTERIOR LIGHTING	1 thru 13
265600	EXTERIOR LIGHTING	1 thru 6

DIVISION 27 – COMMUNICATIONS

271100	COMMUNICATIONS EQUIPMENT ROOM	1 thru 3
--------	-------------------------------	----------

APPENDIX A Standard Drawings

L-1	SITE PLAN
L-2	SITE SURVEY
S-1	STRUCTURAL GENERAL NOTES
S-2	FOUNDATION PLAN
S-3	SECOND FLOOR FRAMING PLAN
S-4	ROOF FRAMING PLAN
S-5	FOUNDATION DETAILS AND SECTIONS
S-5.1	FOUNDATION DETAILS AND SECTIONS
S-6	ROOF FLOOR FRAMING SECTIONS
A-1	SITE PLAN AND FOUNDATION PLAN
A-2	FIRST FLOOR PLAN, WINDOW SCHEDULE
A-3	SECOND FLOOR PLAN, DOOR SCHEDULE
A-4	ELEVATIONS
A-5	SECTIONS
A-6	SECTIONS
SU-1	SITE UTILITIES
P-1	FLOOR PLAN SANITARY SEWER
P-2	PLANS DOMESTIC WATER
P-3	PLUMBING LEGEND AND DETAILS
P-4	PLUMBING SCHEDULES
M-1	HVAC FLOOR PLANS
M-2	MECHANICAL LEGEND AND DETAILS
E-1	ELECTRIC FLOOR PLANS
E-2	ELECTRIC FLOOR PLANS POWER
E-3	ELECTRIC LEGEND AND DETAILS
E-4	ELECTRIC DETAILS
E-5	ELECTRIC SCHEDULES

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.