

**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 **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 two hundred twenty-eight thousand Dollars and No Cents (\$228,000.00) quoted in the proposal by the CONTRACTOR, dated November 17, 2016, 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 Sheridan L Sims Architect PSC for New Restroom and Concession Building for Lansdowne Merrick Park 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 twenty (120) 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 5
VII	Performance and Payment Bonds	PB 1 thru 7
VIII	Addenda	AD 1 thru 1
IX	Technical Specifications	

***Division 1 - General Requirements***

01010	Summary Of Work
01050	Field Engineering & Testing
01100	Construction Procedures
01300	Submittals & Project Completion
01400	Quality Control
01500	Temporary Facilities
01700	Contract Closeout
01740	Warranties
01800	Cleaning & Maintenance During Construction & Final Cleaning

***Division 2 – Existing Conditions***

02710	Subdrainage Systems
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***Division 3 – Concrete***

03300	Cast In Place Concrete
03370	Curing & Finishing

***Division 4 – Masonry***

04200	Unit Masonry
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### ***Division 5 – Metals***

05500 Miscellaneous Metals

### ***Division 6 – Wood, Plastics, and Composites***

06010 Lumber  
06100 Rough Carpentry  
06192 Fabricated Wood Trusses

### ***Division 7 – Thermal and Moisture Protection***

07110 Waterproofing  
07160 Bituminous Dampproofing  
07210 Building Insulation  
07270 Firestopping & Smokestopping  
07600 Flashing & Sheet Metal  
07610 Metal Roof System  
07900 Joint Sealers

### ***Division 8 – Openings***

08110 Steel Doors & Frames  
08305 Metal Access Doors  
08331 Overhead Coiling Counter Doors  
08710 Door Hardware

### ***Division 9 – Finishes***

09260 Gypsum Board Systems  
09900 Painting

### ***Division 10 – Specialties***

10161 Toilet Partitions  
10440 Specialty Signs  
10522 Fire Extinguishers, Cabinets, & Accessories  
10800 Toiler & Bath Accessories  
10810 Mirror Units

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.