

**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 five hundred twenty-eight thousand five hundred Dollars and No Cents (\$528,500.00) quoted in the proposal by the CONTRACTOR, dated January 23, 2020, 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 Brandstetter Carroll Inc. for the Lexington Fire Station No. 9 Renovation 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 37
IV	General Conditions	GC 1 thru 50
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 01 - GENERAL REQUIREMENTS**

011000	SUMMARY
012200	UNIT PRICES
012300	ALTERNATES
012500	SUBSTITUTION PROCEDURES
012600	CONTRACT MODIFICATION PROCEDURES
012900	PAYMENT PROCEDURES
013100	PROJECT MANAGEMENT AND COORDINATION
013200	CONSTRUCTION PROGRESS DOCUMENTATION
013300	SUBMITTAL PROCEDURES
014000	QUALITY REQUIREMENTS
014200	REFERENCES
015000	TEMPORARY FACILITIES AND CONTROLS
016000	PRODUCT REQUIREMENTS
017300	EXECUTION
017419	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL
017700	CLOSEOUT PROCEDURES
017823	OPERATION AND MAINTENANCE DATA
017839	PROJECT RECORD DOCUMENTS
017900	DEMONSTRATION AND TRAINING

## **DIVISION 02 – EXISTING CONDITIONS**

024119	SELECTIVE DEMOLITION
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## **DIVISION 03 – CONCRETE**

033000	CAST-IN-PLACE CONCRETE
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## **DIVISION 04 – MASONRY**

042000	UNIT MASONRY
047200	CAST STONE MASONRY

## **DIVISION 05 – METALS**

055000	METAL FABRICATIONS
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## **DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES**

061000	ROUGH CARPENTRY
061600	SHEATHING
061753	SHOP-FABRICATED WOOD TRUSSES

## **DIVISION 07 - THERMAL AND MOISTURE PROTECTION**

071113	BITUMINOUS DAMPPROOFING
072100	THERMAL INSULATION
072500	WEATHER BARRIERS
073113	ASPHALT SHINGLES
075423	THERMOPLASTIC POLYOLEFIN (TPO) ROOFING SYSTEM
076200	SHEET METAL FLASHING AND TRIM
077100	ROOF SPECIALTIES
077200	ROOF ACCESSORIES
078100	APPLIED FIRE PROTECTION
078413	PENETRATION FIRESTOPPING
078446	FIRE RESISTIVE JOINT SYSTEMS
079200	JOINT SEALANTS

## **DIVISION 08 - OPENINGS**

081113	HOLLOW METAL DOORS AND FRAMES
081416	FLUSH WOOD DOORS
083613	SECTIONAL DOORS
084113	ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS
085313	VINYL WINDOWS
087100	DOOR HARDWARE
088000	GLAZING

## **DIVISION 09 – FINISHES**

092900	GYPSUM BOARD
096513	RESILIENT BASE AND ACCESSORIES
096519	RESILIENT TILE FLOORING
099123	PAINTING
099726	SPECIAL COATINGS

## **DIVISION 10 – SPECIALTIES**

104413	FIRE EXTINGUISHER CABINETS
104416	FIRE EXTINGUISHERS

## **DIVISION 31 – EARTHWORK**

311000	SITE CLEARING
312000	EARTH MOVING
312319	DEWATERING
313116	TERMITE CONTROL

## **DIVISION 32 - EXTERIOR IMPROVEMENTS**

321313	CONCRETE PAVING
321373	CONCRETE PAVING JOINT SEALANTS
321713	PARKING BUMPERS
321723	PAVEMENT MARKINGS

## **DIVISION 33 – UTILITIES**

330500	COMMON WORK RESULTS FOR UTILITIES
334100	STORM UTILITY DRAINAGE PIPING
334600	SUBDRAINAGE

## **PLAN DRAWINGS –**

Cover Sheet

G-101

Topographic and Boundary survey

C-101

C-102

C-103

C-104

C-105

C-501

S-100

S-101

S-102

S-501

AD-101

A-101

A-102

A-103

A-104

A-201

A-301

A-401

M-101

M-102  
M-501  
M-601  
M-602  
E-101  
E-102  
E-103  
E-501  
E-502  
E-601

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.