

PART VI
CONTRACT AGREEMENT

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PART VI

CONTRACT AGREEMENT

THIS AGREEMENT, made on the _____ day of July, 2019, by and between **Lexington-Fayette Urban County Government**, acting herein called "OWNER" and **Landmark Sprinkler Inc.**, 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 five hundred twenty-five thousand Dollars and No Cents (\$525,000.00) quoted in the proposal by the CONTRACTOR, dated June 24, 2019, 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 Shrout Tate Wilson for Fire Protection System Replacement for Material Recovery Facility 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 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 8
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 21 – FIRE PROTECTION

21 05 17	SLEEVING, CUTTING, PATCHING AND REPAIRING
21 05 29	HANGERS AND SUPPORTS FOR PIPING AND EQUIPMENT
21 10 00	WATER BASED FIRE SUPPRESSION SYSTEM
21 10 10	NITROGEN GENERATING CORROSION INHIBITING SYSTEM
21 11 19	FIRE PROTECTION SPECIALTIES
21 99 96	FLOW TEST
21 99 97	FIRE WATCH
21 99 98	SUPPLEMENTAL INSTRUCTIONS
21 99 99	MAINTENANCE AND SERVICE CONTRACT

DIVISION 26 – ELECTRICAL

26 05 00	GENERAL REQUIREMENTS
26 05 05	PENETRATION FIRESTOPPING
26 05 19	ELECTRICAL POWER CONDUCTORS AND CABLES
26 05 26	GROUNDING AND BONDING
26 05 29	HANGERS AND SUPPORTS
26 05 33	RACEWAY AND BOXES
26 05 53	IDENTIFICATION
26 28 16	ENCLOSED SWITCHES AND CIRCUIT BREAKERS

DIVISION 27 – COMMUNICATIONS

27 15 00	COMMUNICATIONS HORIZONTAL CABLING
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DIVISION 28 – ELECTRONIC SAFETY AND SECURITY

28 31 11 DIGITAL, ADDRESSABLE FIRE ALARM

PLANS

G-101

FD-101

F-101

E-101

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.