

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 three hundred ninety-six thousand seven hundred Dollars and No Cents (\$396,700.00) quoted in the proposal by the CONTRACTOR, dated March 4, 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, IonWave Q&A and Contract Documents therefore as prepared by Sherman Carter Barnhart Architects, PLLC and Shrout Tate Wilson Consulting Engineers PLLC for Fayette County Courthouse Appellate Renovation project. The Architect and Engineer are each under separate contracts with the Owner. Throughout the Contract Documents, wherever the term "architect" or "engineer" is used it shall be understood to apply to the appropriate design professional, namely the Architect or Engineer. The Contractor acknowledges that the Architect and Engineer, respectively, are responsible only for design that pertains to their respective specific work products / documents.

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 and five (105) calendar days to substantial completion and fifteen (15) calendar days thereafter to final completion for a total of one hundred and 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 Architect and 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 ARCHITECT and ENGINEER so certifies, the OWNER shall upon certificate of the ARCHITECT and 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 39
IV	General Conditions	GC 1 thru 52
V	Special Conditions	SC 1 thru 8
VI	Contract Agreement	CA 1 thru 10
VII	Performance and Payment Bonds	PB 1 thru 7
VIII	Addenda	AD 1 thru 1
IX	Technical Specifications	

GENERAL SPECIFICATION NOTES:

1. Unless noted otherwise, the following shall apply to all manufacturers listed throughout the construction documents: Subject to compliance with Contract Documents, manufacturers listed are approved as a manufacturer only. This does not imply that specific products supplied by such manufacturers have been reviewed and comply with requirements. It shall be the manufacturer's / contractor's responsibility to ensure that all requirements of the Contract Documents are met, including but not limited to the requirements for matching of specific finishes. "Standard" products that do not meet all requirements of the contract documents will not be accepted. As required to meet the requirements of the contract documents, custom products may be required from certain manufacturers. Unless noted otherwise by the Architect, Engineer, for specific substitutions, the Contractor supplying any substituted products shall be responsible for any additional costs associated with the use of such substitutions regardless of the trade or bid package affected.
2. As clarification, substitution requests are not required for product manufacturers that are not listed but that otherwise meet or exceed all requirements of the contract documents, expressed or implied, unless the specifications clearly indicate that only certain manufacturers shall be accepted as clarified below.
 - a. Some sections, after stating "Available Manufacturers" or "Available Products" or similar introduction, include the statement "but not limited to". Although specific manufacturers are listed, it is understood that not all products offered by available manufacturers may meet these requirements. Therefore, products not meeting all requirements will not be accepted. It is intended that other

manufacturers shall be accepted provided they meet or exceed all requirements of the contract documents.

- b. The above also applies to specifications that indicate a “Basis-of-Design” product. In such cases, every requirement may not be listed in the specification. It shall be the responsibility of other manufacturers to verify the Basis-of-Design manufacturer requirements to determine whether their product meets or exceeds all requirements of the Basis-of-Design product. Where Basis-of-Design products are listed, such are indicated to establish required criteria. Basis-of-Design products shall not be ordered by the contractor in advance of formal submittals and approvals.
 - c. Some sections state simply “Available Manufacturers” or “Available Products” or similar introduction, after which specific manufacturers are listed. In such cases, only those manufacturers may be supplied without a formal substitution request.
- 3. The Architect or Engineer shall not review individual submittal items for the same or related products separately. All submittals for the same product shall be submitted simultaneously as a single package.
 - 4. The Contract Specifications and Contract Drawings are complimentary. The most stringent requirements from either shall apply.

DIVISION 1 – FRONT END

01 1000	SUMMARY
01 2500	SUBSTITUTION PROCEDURES
01 3100	PROJECT MANAGEMENT AND COORDINATION
01 3233	PHOTOGRAPHIC DOCUMENTATION
01 5000	TEMPORARY FACILITIES AND CONTROLS
01 3200	CONSTRUCTION PROGRESS DOCUMENTATION
01 3300	SUBMITTAL PROCEDURES
01 4000	QUALITY REQUIREMENTS
01 5000	TEMPORARY FACILITIES AND CONTROLS
01 6000	PRODUCT REQUIREMENTS
01 7300	EXECUTION
01 7329	CUTTING AND PATCHING
01 7700	CLOSEOUT PROCEDURES
01 7823	OPERATION AND MAINTENANCE DATA
01 7839	PROJECT RECORD DOCUMENTS
01 7900	DEMONSTRATION AND TRAINING
01 9200	GAP, CRACK AND HOLE CLOSURE

ARCHITECTURAL SPECIFICATIONS

DIVISION 2 – EXISTING CONDITIONS

02 4119 SELECTIVE DEMOLITION

DIVISION 3 – CONCRETE

NONE

DIVISION 4 – MASONRY

NONE

DIVISION 5 – METALS

NONE

DIVISION 6 – WOOD AND PLASTICS

06 1053 MISCELLANEOUS ROUGH CARPENTRY
06 4023 INTERIOR ARCHITECTURAL WOODWORK

DIVISION 7 – THERMAL AND MOISTURE PROTECTION

07 8413 PENETRATION FIRESTOPPING
07 8446 FIRE-RESISTIVE JOINT SYSTEMS
07 9200 JOINT SEALANTS

DIVISION 8 – DOORS AND WINDOWS

08 1113 HOLLOW METAL FRAMES
08 1416 FLUSH WOOD DOORS
08 3113 ACCESS DOORS AND FRAMES
08 7100 FINISH HARDWARE

DIVISION 9 – FINISHES

09 2216 NON-STRUCTURAL METAL FRAMING
09 2900 GYPSUM BOARD
09 3100 CERAMIC TILING
09 5113 ACOUSTICAL PANEL CEILINGS
09 6400 WOOD FLOORING (ALTERNATE #1)
09 6513 RESILIENT BASE AND ACCESSORIES
09 6519 RESILIENT FLOORING (BASE BID)
09 6813 TILE CARPETING

09 9123 INTERIOR PAINTING

DIVISION 10 – SPECIALTIES

10 2800 TOILET ACCESSORIES

DIVISION 11 – EQUIPMENT

NONE

DIVISION 12 – FURNISHINGS

12 4910 HORIZONTAL LOUVER BLINDS

DIVISION 13 – SPECIAL CONSTRUCTION

NONE

DIVISION 14 – CONVEYING EQUIPMENT

NONE

MEP SPECIFICATIONS

DIVISION 21 – FIRE SUPPRESSION

21 10 00 WATER BASED FIRE SUPPRESSION SYSTEM

DIVISION 22 – PLUMBING

22 01 00 GENERAL PROVISIONS FOR PLUMBING WORK

22 05 17 SLEEVING, CUTTING, PATCHING AND REPAIRING

22 05 29 HANGERS AND SUPPORTS FOR PIPING AND EQUIPMENT

22 05 53 IDENTIFICATION OF PIPING AND EQUIPMENT

22 06 00 PLUMBING SYSTEMS DEMONSTRATION AND TRAINING

22 07 19 PLUMBING PIPING INSULATION

22 10 00 PLUMBING PIPING AND VALVES

22 11 19 DOMESTIC WATER PLUMBING SPECIALTIES

22 42 00 PLUMBING FIXTURES AND EQUIPMENT

DIVISION 23 – HEATING, VENTILATING AND AIR CONDITIONING

23 01 00 GENERAL PROVISIONS FOR MECHANICAL

23 05 17	SLEEVING, CUTTING, PATCHING AND REPAIRING
23 05 29	HANGERS AND SUPPORTS FOR PIPING AND EQUIPMENT
23 05 30	METAL FABRICATIONS AND STRUCTURAL STEEL
23 05 48	VIBRATION CONTROL FOR HVAC
23 05 53	IDENTIFICATION OF HVAC PIPING AND EQUIPMENT
23 05 93	TESTING, ADJUSTING, AND BALANCING
23 06 00	MECHANICAL SYSTEMS DEMONSTRATION AND TRAINING
23 07 19	HVAC PIPING INSULATION
23 09 00	INSTRUMENTATION AND CONTROLS FOR HVAC
23 21 13	HYDRONIC PIPING AND VALVES
23 25 00	HVAC SYSTEM WATER TREATMENT
23 31 13	DUCTWORK AND DUCTWORK INSULATION
23 33 00	DUCTWORK ACCESSORIES
23 34 23	POWER VENTILATORS
23 36 00	AIR TERMINAL UNITS
23 37 13	AIR DISTRIBUTION DEVICES

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 09 23	LOW VOLTAGE LIGHTING CONTROLS
26 27 26	WIRING DEVICES
26 28 16	ENCLOSED SWITCHES AND CIRCUIT BREAKERS
26 51 00	LIGHTING

DIVISION 27 – COMMUNICATIONS

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

28 05 13	CONDUCTORS AND CABLES FOR ELECTRONIC SAFETY AND SECURITY
28 14 52	JUDICIAL SECURITY AND AUDIO/VIDEO SYSTEMS
28 31 11	DIGITAL, ADDRESSABLE FIRE-ALARM SYSTEM

ARCHITECTURAL PLANS

	COVER SHEET
A0.1	ABBREVIATIONS, SYMBOL LEGEND, GENERAL NOTES, AND PARTITION TYPES
D2.1	CIRCUIT COURT BUILDING ENLARGED PARTIAL THIRD FLOOR DEMOLITION PLAN
A2.1	CIRCUIT COURT BUILDING ENLARGED BASEMENT DEMOLITION AND NEW WORK FLOOR PLAN
A2.2	CIRCUIT COURT BUILDING ENLARGED PARTIAL THIRD FLOOR NEW WORK PLAN
A8.1	CIRCUIT COURT BUILDING BASEMENT REFLECTED CEILING PLAN
A8.2	CIRCUIT COURT BUILDING ENLARGED PARTIAL THIRD FLOOR REFLECTED CEILING PLAN
A9.1	ROOM FINISH AND DOOR SCHEDULES AND DETAILS

MEP PLANS

COV	COVER SHEET
FP101	PARTIAL THIRD FLOOR PLAN - FIRE PROTECTION
P001	PLUMBING LEGEND & GENERAL NOTES
P101	PARTIAL THIRD FLOOR PLAN - SANITARY SEWER
P501	PLUMBING RISERS AND SCHEDULE
M001	MECHANICAL LEGEND & GENERAL NOTES
MD101	PARTIAL THIRD FLOOR PLAN - MECHANICAL DEMOLITION
M101	PARTIAL THIRD FLOOR PLAN - MECHANICAL
M501	MECHANICAL DETAILS
M601	MECHANICAL SCHEDULES
E001	ELECTRICAL LEGEND
ED101	PARTIAL THIRD FLOOR PLAN - ELECTRICAL DEMOLITION
E101	PARTIAL THIRD FLOOR PLAN - LIGHTING
E201	PARTIAL THIRD FLOOR PLAN - POWER & SYSTEMS
E202	PARTIAL BASEMENT PLAN - POWER & SYSTEMS
E501	ELECTRICAL DETAILS

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.