

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 July, 2019, by and between **Lexington-Fayette Urban County Government**, acting herein called "OWNER" and **Judy Construction Company**, doing business as a corporation located in the City of Cynthiana, County of Harrison, and State of Kentucky, hereinafter called "CONTRACTOR."

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of one million eighty-four thousand Dollars and No Cents (\$1,084,000.00) quoted in the proposal by the CONTRACTOR, dated June 20, 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 Lexington-Fayette Urban County Government for Construction of the Brannon Road Salt Barn 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 fifty-two (152) 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 35
IV	General Conditions	GC 1 thru 52
V	Special Conditions	SC 1 thru 8
VI	Contract Agreement	CA 1 thru 8
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	1 thru 6
01019	Contract Considerations	1 thru 2
01039	Coordination, Field Engineering, and Meetings	1 thru 3
01045	Cutting, Patching, and Alterations	1 thru 4
01060	Regulatory Requirements	1 thru 2
01090	Reference Standards and Definitions	1 thru 6
01300	Submittals	1 thru 7
01400	Quality Control	1 thru 2
01500	Temporary Facilities	1 thru 3
01560	Temporary Controls	1 thru 2
01590	Field Offices and Sheds	1 thru 2
01600	Materials and Equipment	1 thru 4
01650	Starting of Systems	1 thru 4
01700	Contract Closeout	1 thru 3
01742	Permit Package	1 thru 6

Division 2 - Site Work

02050	Demolition	1 thru 3
02110	Site Clearing and Stripping	1 thru 2
02222	Excavation, Fill, Backfill and Grading	1 thru 7

02240	Geotextiles	1 thru 1
02270	Slope Protection and Erosion Control	1 thru 5
02510	Asphaltic Concrete Paving	1 thru 3
02521	Concrete Curb and Gutter, Sidewalks, and Driveway Aprons	1 thru 5
02600	Buried Piping and Appurtenances	1 thru 11

Division 3 – Concrete

03100	Concrete Formwork	1 thru 4
03200	Concrete Reinforcement	1 thru 5
03300	Cast-In-Place Concrete	1 thru 3

Division 4 – Not Used

Division 5 – Metals

05500	Miscellaneous Metals	1 thru 3
05600	Anchor Bolts and Post-Installed Anchors	1 thru 3

Division 6 – Wood, Plastics, Composites

06100	Carpentry	1 thru 5
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Division 7 – Thermal and Moisture Protection

07610	Metal Roofing	1 thru 3
07631	Gutters and Downspouts	1 thru 2
07900	Caulking and Sealants	1 thru 3

Division 8 – Doors

08300	Doors	1 thru 2
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Division 9 – Finishes

09900	Paintings	1 thru 2
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Division 10 – Not Used

Division 11 – Not Used

Division 12 – Not Used

Division 13 – Special Construction

13130 Salt Storage Building

Division 14 – Not Used

Division 15 – Mechanical

15000 General Requirements for Mechanical Work 1 thru 4

Division 16 – Electrical

16000	Summary of Work	16000-1
	General	16000-1
	Submittals	16000-2
	Delivery/Storage/Handling	16000-2
	Project Conditions	16000-3
	Materials	16000-3
	Examination/Preparation	16000-7
	Installation - General	16000-7
	Conduit Installation	16000-8
	Wire and Cable Installation	16000-9
	Secondary Grounding Installation	16000-10
	Box Installation	16000-11
	Disconnect and Starter Installation	16000-12
	Receptacle and Switch Installation	16000-12
	Panel Board Installation	16000-14
	Lighting Installation	16000-14
	Fuse Installation	16000-14
	Testing	16000-14
	Cleanup	16000-15
	Basis of Payment	16000-15

Division 17 – Not Used

PLAN DRAWINGS –

- 1 – General Notes / Quantities**
- 2 – Overall Layout**
- 3 – Site / Utility Plan**
- 4 – Storm Sewer Profiles**
- 5 – Erosion Control Plan**
- 6 – Best Management Practices (BMP) Plan**
- 7 – BMP Details**
- 8 and 9 – Project Details**

SE-1 Site Electrical Plan

E-1 Electrical Plan

E-2 Electrical Schedules and Details

A-1 Salt Barn Floor / Foundation Plan

A-2 Salt Barn Foundation / Barrier Wall Detail

A-3 Salt Barn Roof Framing Plan / Truss Bearing Plate Details

A-4 Salt Barn Transverse Building Section

A-5 Salt Barn Building Elevations / Longitudinal Building Section

A-6 Salt Barn Typical Wall Sections

A-7 Salt Barn Wall Section / Construction 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.