

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 _____, 20____, by and between **Lexington-Fayette Urban County Government**, acting herein called "OWNER" and _____ (**bidder's name**), doing business as *(an individual) (a partnership) (a corporation) located in the City of _____, County of _____, and State of _____, hereinafter called "CONTRACTOR."

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of _____ Dollars and _____ Cents (\$_____) quoted in the proposal by the CONTRACTOR, dated _____, 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 PARADIGM for WHWWTP Electrical Shop 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

01 31 32 – GEOTECHNICAL DATA
01 33 23 – SHOP DRAWINGS, PRODUCT DATA AND SAMPLES
01 50 00 – TEMPORARY FACILITIES AND CONTROLS
01 74 19 – CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

Division 2 – Not Used

Division 3 – Concrete

03 30 00 – CAST-IN-PLACE CONCRETE

Division 4 – Not Used

Division 5 – Metals

05 52 13 – PIPE AND TUBE RAILINGS

Division 6 – Not Used

Division 7 – Thermal and Moisture Protection

07 84 00 – FIRESTOPPING
07 92 00 – JOINT SEALANTS

Division 8 – Openings

08 11 13 – HOLLOW METAL DOORS AND FRAMES
08 33 23 – OVERHEAD COILING DOORS
08 51 13 – ALUMINUM WINDOWS

08 71 00 - DOOR HARDWARE
08 80 00 - GLAZING

Division 9 – Finishes

09 22 16 - NON-STRUCTURAL METAL FRAMING
09 29 00 - GYPSUM BOARD
09 30 13 - CERAMIC/PORCELAIN TILING
09 51 00 - ACOUSTICAL CEILINGS
09 65 13 - RESILIENT BASE AND ACCESSORIES
09 65 19 - RESILIENT TILE FLOORING
09 91 00 - PAINTING

Division 10 – Specialties

10 28 00 - TOILET ACCESSORIES
10 44 13 - FIRE EXTINGUISHER CABINETS
10 51 13 - METAL LOCKERS

Division 11 – Not Used

Division 12 – Not Used

Division 13 – Special Construction

13 12 20 - PREFABRICATED METAL BUILDINGS

Division 14 – Not Used

Division 21 – Not Used

Division 22 – Plumbing

22 00 00 - COMMON WORK RESULTS FOR PLUMBING
22 05 23 - GENERAL-DUTY VALVES FOR PLUMBING PIPING
22 05 29 - HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT
22 07 19 - PLUMBING PIPING INSULATION
22 11 16 - DOMESTIC WATER PIPING
22 11 19 - DOMESTIC WATER PIPING SPECIALTIES
22 13 16 - SANITARY WASTE AND VENT PIPING
22 13 19 - SANITARY WASTE PIPING SPECIALTIES
22 34 00 - FUEL FIRED DOMESTIC WATER HEATERS
22 42 13.13 - COMMERCIAL WATER CLOSETS
22 42 16.13 - COMMERCIAL LAVATORIES
22 42 16.16 - COMMERCIAL SINKS
22 42 23 - COMMERCIAL SHOWERS, RECEPTORS, AND BASINS
22 45 00 - EMERGENCY PLUMBING FIXTURES
22 47 00 - DRINKING FOUNTAINS AND WATER COOLERS

Division 23 – Heating, Ventilating and Air Conditioning

23 00 00 - COMMON WORK RESULTS FOR HVAC
23 05 93 - TESTING, ADJUSTING, AND BALANCING FOR HVAC
23 07 13 - DUCT INSULATION
23 07 19 - HVAC PIPING INSULATION
23 11 23 - FACILITY NATURAL GAS PIPING
23 23 00 - REFRIGERANT PIPING
23 31 13 - METAL DUCTS

23 33 00 - AIR DUCT ACCESSORIES
23 34 23 - HVAC POWER VENTILATORS
23 37 13 - DIFFUSERS, REGISTERS, AND GRILLES
23 55 33 - FUEL FIRED UNIT HEATERS
23 81 26 - SPLIT-SYSTEM AIR-CONDITIONERS
23 85 00 - LOUVERS AND VENTS

Division 25 – Not Used

Division 26 – Electrical

26 05 04 - BASIC ELECTRICAL MATERIALS AND METHODS
26 05 05 - CONDUCTORS AND CABLES
26 05 26 - SECONDARY GROUNDING
26 05 29 - SUPPORTING DEVICES
26 05 33 - RACEWAYS
26 05 40 - BOXES
26 05 53 - ELECTRICAL IDENTIFICATION
26 05 70 - ELECTRICAL POWER SYSTEM STUDIES
26 09 13 - POWER MONITORING SYSTEM
26 22 00 - SMALL POWER AND MISCELLANEOUS TRANSFORMERS
26 24 16 - PANELBOARDS
26 27 26 - WIRING DEVICES
26 43 00 - SURGE PROTECTION DEVICE
26 50 00 - LIGHTING
26 60 10 - LIGHTNING PROTECTION SYSTEMS

Division 27 – Communications

27 13 15 - COMMUNICATION SYSTEMS

Division 28 – Electronic Safety and Security

28 31 11 - DIGITAL, ADDRESSABLE FIRE ALARM SYSTEM

Division 31 – Earthwork

31 10 00 - SITE CLEARING
31 20 01 - STRUCTURAL EARTH MOVING
31 23 19 - DEWATERING

Division 32 – Not Used

Division 33 – Not Used

Division 34 – Not Used

Division 35 – Not Used

Divisions 40 to 46 – Not Used

Division 48 – Not Used

DRAWINGS

| | |
|--------------|--------------------------------------|
| A0.0 | COVER SHEET |
| S001 | GENERAL NOTES |
| S101 | FOUNDATION AND FRAMING PLANS |
| S301 | FOUNDATION DETAILS |
| AE1.0 | GROUND FLOOR PLANS |
| AE1.1 | RCP AND ROOF PLANS |
| AE2.0 | EXTERIOR ELEVATIONS |
| AE3.0 | BUILDING SECTIONS |
| AE4.0 | INTERIOR ELEVATIONS |
| AE5.0 | SCHEDULES AND DETAILS |
| AI1.0 | INTERIOR FINISHES |
| MP000 | MECHANICAL PLUMBING SYMBOLOGY |
| P100 | PLUMBING PLAN |
| P600 | SCHEDULES AND DETAILS |
| M100 | MECHANICAL PLAN |
| M600 | SCHEDULES AND DETAILS |
| E000 | ELECTRICAL SYMBOLOGY |
| E100 | ELECTRICAL LIGHTING PLANS |
| E101 | ELECTRICAL POWER PLAN |
| E102 | COMMUNICATION PLAN |
| E103 | FIRE PROTECTION AND ONE-LINE |
| E104 | LIGHTNING PROTECTION |
| E500 | ELECTRICAL DETAILS |
| E501 | ELECTRICAL DETAILS |
| E502 | ELECTRICAL DETAILS |
| E503 | ELECTRICAL DETAILS |
| E504 | LIGHTNING PROTECTION DETAILS |
| E600 | ELECTRICAL ONE-LINE DIAGRAM |
| E601 | SCHEDULES |

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.

PART VII

PERFORMANCE AND PAYMENT BONDS

1. PERFORMANCE BOND
2. PAYMENT BOND