

**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 \_\_\_\_\_ **(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, IonWave Q&A and Contract Documents therefore as prepared by Department of General Services for Family Care Boiler 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 eighty (80) 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 5
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	

**INDEX OF DIVISION ONE SPECIFICATIONS**

SECTION	TITLE
SECTION 01000	SPECIAL CONDITIONS
SECTION 01027	APPLICATIONS FOR PAYMENT
SECTION 01039	COORDINATION AND MEETINGS
SECTION 01300	SUBMITTALS
SECTION 01700	CONTRACT CLOSEOUT
SECTION 01740	WARRANTIES AND BONDS

**INDEX OF DIVISION FIFTEEN SPECIFICATIONS**

SECTION	TITLE
SECTION 15010	MECHANICAL GENERAL REQUIREMENTS
SECTION 15020	CUTTING, PATCHING AND REPAIRING
SECTION 15030	ELECTRICAL REQUIREMENTS FOR MECHANICAL EQUIPMENT
SECTION 15047	MECHANICAL DEMOLITION
SECTION 15100	VALVES
SECTION 15140	PUMPS
SECTION 15170	METERS AND GAUGES
SECTION 15180	PIPING SPECIALTIES
SECTION 15190	PIPING SUPPORTS, ANCHORS, AND SEALS
SECTION 15250	INSULATION
SECTION 15350	NATURAL GAS PIPING SYSTEMS
SECTION 15641	HIGH EFFICIENCY GAS-FIRED BOILERS
SECTION 15704	HVAC CHILLED & HOT WATER PIPING SYSTEMS
SECTION 15710	HYDRONIC SPECIALTIES
SECTION 15980	TESTING, ADJUSTING AND BALANCING

## **INDEX OF DIVISION SIXTEEN SPECIFICATIONS**

<b>SECTION</b>	<b>TITLE</b>
SECTION 16010	GENERAL PROVISIONS - ELECTRICAL
SECTION 16110	RACEWAYS & FITTINGS
SECTION 16120	CONDUCTORS, IDENTIFICATIONS, SPLICING DEVICES CONNECTORS
SECTION 16135	CABINETS, OUTLET BOXES & PULL BOXES
SECTION 16452	GROUNDING

## **DRAWINGS**

■	COVER SHEET
SHEET M1	MECHANICAL ROOM PLAN AND SCHEDULES
SHEET M2	MECHANICAL PIPING SCHEMATICS

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.