

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 **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 one hundred seventy-nine thousand Dollars and No Cents (\$179,000.00) quoted in the proposal by the CONTRACTOR, dated February 12, 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 Element Design for Thompson Road Park Renovation 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 substantial completion and thirty (30) days thereafter 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 77
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 1	GENERAL REQUIREMENTS	
011100	SUMMARY	
012200	UNIT PRICES	
012600	CONTRACT MODIFICATION PROCEDURES	
012900	PAYMENT PROCEDURES	
013100	PROJECT MANAGEMENT AND COORDINATION	
013200	CONSTRUCTION PROGRESS DOCUMENTATION	
013300	SUBMITTAL PROCEDURES	
014000	QUALITY REQUIREMENTS	
015000	TEMPORARY FACILITIES AND CONTROLS	
016000	PRODUCT REQUIREMENTS	
017300	EXECUTION	
017419	CONSTRUCTION WASTE MANAGEMENT	
017700	CLOSEOUT PROCEDURES	
017823	OPERATION AND MAINTENANCE DATA	
017839	PROJECT RECORD DOCUMENTS	
017900	DEMONSTRATION AND TRAINING	
DIVISION 3	CONCRETE	
033000	CAST IN PLACE CONCRETE (LIMITED APPLICATIONS)	
DIVISION 5	METALS	
055213	EXTERIOR PIPE AND TUBE RAILINGS	

DIVISION 22 PLUMBING

221113 FACILITY WATER DISTRIBUTION PIPING

DIVISION 31 EARTHWORK

311000 SITE CLEARING

312000 EARTH MOVING

DIVISION 32 EXTERIOR IMPROVEMENTS

321313 CONCRETE PAVING

321373 CONCRETE PAVING JOINT SEALANTS

321810 POURED IN PLACE RUBBERIZED SURFACING FOR PLAYGROUND AREAS

323113 CHAIN LINK FENCES

323119 ORNAMENTAL METAL FENCES

329200 TURF AND GRASSES

DIVISION 33 UTILITIES

334600 SUBDRAINAGE

PLANS

CVR COVER SHEET

L0.0 SITE LOGISTICS PLAN

L1.0 STORM WATER POLLUTION PREVENTION PLAN

L2.0 SITE DEMOLITION PLAN

L3.0 SITE GRADING & DRAINAGE PLAN

L4.0 SITE LAYOUT PLAN

L4.1 SITE MATERIALS PLAN

L5.0 LANDSCAPE PLAN

L6.0 SITE DETAILS

L6.1 SITE DETAILS

L7.0 SITE SECTIONS

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.