

PART VI

CONTRACT AGREEMENT

THIS AGREEMENT, made on the 6th day of March, 2014, by and between **Lexington-Fayette Urban County Government**, acting herein called "OWNER" and **Solid Rock Construction Services, LLC**, doing business as ~~*(an individual)~~ ~~(a partnership)~~ (a corporation) located in the City of West Portsmouth, County of Scioto, and State of Ohio, hereinafter called "CONTRACTOR."

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of **Unit Price Contract Dollars** (See Exhibit A) quoted in the proposal by the CONTRACTOR, dated December 18, 2013, 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 LFUCG for the Demolition of Residential Structures UPC 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. The time shall begin ten (10) days after the CONTRACTOR is given the Notice to Proceed with the Work.

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 15
III	Form of Proposal	P 1 thru 29
IV	General Conditions	GC 1 thru 50
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 (this is project specific)	

Update as needed for your specific bid

Division 1 - General Requirements

01010	Summary Of Work	1 thru 3
01016	Occupancy	1 thru 1
01030	Labor Provisions	1 thru 1
01045	Cutting And Patching	1 thru 3
01200	Substitutions	1 thru 2
01300	Submittals	1 thru 3
01400	Quality Control	1 thru 1
01510	Temporary Facilities	1 thru 2
01600	Material And Equipment	1 thru 6
01610	Transportation and Handling	1 thru 1
01700	Project Closeout	1 thru 3
01710	Final Cleaning	1 thru 2
01720	Project Record Documents	1 thru 2
01730	Operating and Maintenance Data	1 thru 3
01740	Warranties And Bonds	1 thru 2
01800	Allowances	1 thru 1

Division 2 - Site Work

02050	Selective Demolition	1 thru 3
02260	Site Restoration	1 thru 1
02610	Pipe and Fittings	1 thru 23
02640	Valves	1 thru 3

Division 3 – Concrete

03100	Concrete Formwork	1 thru 3
03210	Reinforce Steel	1 thru 2
03310	Structural Concrete	1 thru 13
03600	Precision Grouting	1 thru 4

Division 4 – Not Used

Division 5 – Not Used

Division 6 – Not Used

Division 7 – Thermal and Moisture Protection

07110	Waterproofing	1 thru 4
07900	Caulking and Sealants	1 thru 5

Division 8 – Not Used

Division 9 – Finishes

09900	Paintings and Coatings	1 thru 22
09940	Shop Painting	1 thru 8

Division 10 – Not Used

Division 11 – Equipment

11010	Aluminum Dome Structure	1 thru 5
11245	Sodium Aluminate Feed System	1 thru 5
11315	Progressive Cavity Sludge Pumps	1 thru 6
11400	Odor Control System	1 thru 8
11700	Electromagnetic Flow Measuring System	1 thru 5

Division 12 – Not Used

Division 13 – Special Construction

13425 Liquid Level Devices 1 thru 2

Division 14 – Not Used

Division 15 – Mechanical

15000 Basic Mechanical Requirements 1 thru 8
15400 Plumbing System 1 thru 2

Division 16 – Electrical

16050	General Electrical Provisions	1 thru 10
16110	Raceway	1 thru 4
16120	Wire and Cable	1 thru 4
16121	Wire Connections and Connecting Devices	1 thru 3
16130	Boxes, Cabinets and Enclosures	1 thru 2
16160	Panelboards	1 thru 3
16460	Small Power and Misc. Transformers	1 thru 2
16470	Power Distribution	1 thru 3
16480	Motor Control Equipment	1 thru 7
16950	Electrical Field Acceptance Tests	1 thru 3
16482	Programmable Logic Controllers	1 thru 3
16486	Adjustable Frequency Drives	1 thru 5

Division 17 – Instrumentation

17000 Summary of Control System 1 thru 1

APPENDIX A Standard Drawings

PLAN DRAWINGS –

- C0 – Cover Sheet**
- C1 – General Notes**

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:

Maude Malley Deputy
Clerk of the Urban County Council

BY: [Signature]

MAYOR

[Signature]

(Witness)

JIM GRAY, Mayor

(Title)

(Seal)

Solid Rock Construction Services, LLC
(Contractor)

[Signature]
(Secretary)* Manager

BY: [Signature]

[Signature]

[Signature]
(Witness)

President
(Title)

1350 Cardener Pike, W. Portsmouth, OH 45663
(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.

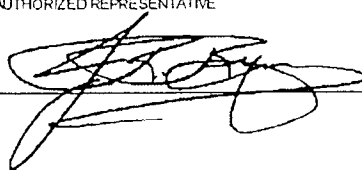
ACORD		CERTIFICATE OF LIABILITY INSURANCE	DATE (MM/DD/YY) 12/05/13
PRODUCER MARKET FINDERS INSURANCE CORPORATION 9117 LEESGATE ROAD LOUISVILLE, KY 40222		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED SOLID ROCK CONSTRUCTION SERVICES, LLC c/o ALLISON & BILL WHITAKER 1350 GALENA PIKE WEST PORTSMOUTH, OH 45663		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A UNITED SPECIALTY	
		INSURER B	
		INSURER C	
		INSURER D	
		INSURER E	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM, OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPES OF INSURANCE	POLICY NUMBER			LIMITS	
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> STOP GAP - INCLUDED _____ GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	USA4016272	11/23/13	11/23/14	EACH OCCURRENCE	\$4,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
						MED EXP (ANY ONE PERSON)	\$5,000
						PERSONAL & ADV INJURY	\$4,000,000
						GENERAL AGGREGATE	\$5,000,000
						PRODUCTS-COMP/OPO AGG	\$5,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS _____				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (PER PERSON)	\$
						BODILY INJURY (PER ACCIDENT)	\$
						PROPERTY DAMAGE (PER ACCIDENT)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY	EA ACC \$
						AGG	\$
		EXCESS/ UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/ PARTNER/ EXECUTIVE OFFICER/ MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS	OTHER \$
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES/ EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS
 DEMOLITION CONTRACTOR

CERTIFICATE HOLDER LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT 200 EAST MAIN STREET LEXINGTON, KY 40507	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE 

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed hereon.

4. BID SCHEDULE – SCHEDULE OF VALUES

The Bidder agrees to perform all the Work described in the Specifications and shown on the Plans for the following proposed lump sum and/or unit prices, if applicable, which shall include the furnishing of all labor, materials, supplies, equipment and/or vehicle usage, services, all items of cost, overhead, taxes (federal, state, local), and profit for the Contractor and any Subcontractor involved, within the time set forth herein.

Form of proposal must include unit bid prices written in words, unit price written in numbers and total amount bid (unit price x quantity), if applicable, per line item OR bid may be considered non-responsive. In case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers per line item.

The contract, if awarded, will be on the basis of materials and equipment specified in the specifications without consideration of possible substitute or "or equal" items.

	Unit	Description w/Unit Bid Price Written In Words	Unit Price
1.	SF	Masonry Structure for <u>four</u> Dollars <u>fourty-eight</u> Cents Per Square Foot of Floor Area	\$ 4.48
2.	SF	Frame Structure for <u>four</u> Dollars <u>fourty-eight</u> Cents Per Square Foot of Floor Area	\$ 4.48
3.	SY	Concrete Driveway & Sidewalk/ Walkway Removal <u>Seven</u> Dollars <u>Seventy-five</u> Cents Per Square Yard	\$ 7.75
4.	SY	Bituminous & Gravel Driveway & Sidewalk/ Walkway Removal <u>Seven</u> Dollars <u>eighty</u> Cents Per Square Yard	\$ 7.80
5.	EA	Septic Tank Disposal (if necessary) <u>five hundred</u> Dollars <u>00</u> Cents Each	\$ 500.00
6.	CY	Top Soil <u>Twenty</u> Dollars <u>00</u> Cents Per Cubic Yard	\$ 20.00

EXHIBIT A

	Unit	Description w/Unit Bid Price Written In Words	Unit Price
7.	TON	No. 57 Crushed Stone <i>Twenty</i> Dollars <i>2</i> Cents Per Ton	\$ <u>20.⁰⁰</u>
8.	SY	4 ½ inch concrete sidewalk Construction <i>Ninety eight</i> Dollars <i>0</i> Cents Per Square Yard	<u>98.⁰⁰</u>
9.	LF	Concrete Curb Construction <i>Twenty four</i> Dollars <i>0</i> Cents Per Linear Foot	<u>24.⁰⁰</u>
10.	LS	Mobilization, <u>Five Hundred Dollars, zero Cents</u> Per Lump Sum	\$ <u>500.00</u>

Submitted by:

Solid Rock Construction
 Firm

1350 Galena Pike
 Address

West Portsmouth, OH 45003
 City, State & Zip

**Bid must be signed:
 (original signature)**

Allison Whitaker, President
 Signature of Authorized Company Representative - Title

Allison Whitaker
 Representative/s Name (Typed or Printed)

740-858-3111 740-858-1972
 Area Code - Phone - Extension Fax #

Solidrockconst@aol.com
 E-Mail Address