

**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 **Fuelband 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 million forty-eight thousand eight hundred and eighty-eight Dollars and No Cents (\$1,048,888.00) quoted in the proposal by the CONTRACTOR, dated November 14, 2018, 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 Integrity Architecture PLLC for New Police Canine Facility 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 three hundred (300) calendar days to substantial completion (the point in the progress of project construction when the work is adequately complete as indicated within the Contract Documents so that the Owner can occupy or utilize the construction for its intended use) and thirty (30) additional 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 40
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 dated 10/19/2018 Plans dated 10/19/2018	

**DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS**

000101 Title Page

003132 Geotechnical Report

**DIVISION 01 - GENERAL REQUIREMENTS**

011000 Summary

012100 Allowances

012200 Unit Prices

012300 Alternates

012600 Contract Modification Procedures

012900 Payment Procedures

013100 Project Management and Coordination

013200 Construction Progress Documentation

013300 Submittal Procedures

014000 Quality Requirements

014100 Structural Special Inspection

015000 Temporary Facilities and Controls

016000 Product Requirements

017000 Execution Requirements

017329 Cutting and Patching

017419 Construction Waste Management

017700 Closeout Procedures

017823 Operation and Maintenance Data

017839 Project Record Documents

017900 Demonstration and Training

DIVISION 02 - EXISTING CONDITIONS - N/A

DIVISION 03 - CONCRETE

033000 Concrete Work

DIVISION 04 - MASONRY

042000 Unit Masonry

DIVISION 05 - METALS

054000 Cold-Formed Metal Framing

DIVISION 06 - WOODS AND PLASTICS

061000 Rough Carpentry

061600 Sheathing

DIVISION 07- THERMAL AND MOISTURE PROTECTION

071113 Bituminous Dampproofing

072100 Thermal Insulation

072600 Under-Slab Vapor Retarder

072720 Fluid Applied Membrane Air and Moisture Barriers

074646 Fiber Cement Siding

076200 Sheet Flashing and Trim

079200 Joint Sealants

DIVISION 08 - DOORS AND WINDOWS

081113 Hollow Metal Doors and Frames

083113 Access Doors and Frames

083323 Overhead Coiling Doors

084113 Aluminum-Framed Entrances and Storefronts and Windows

087100 Door Hardware

088000 Glazing

DIVISION 09 - FINISHES

092900 Gypsum Board

095123 Acoustical Panel Ceilings

096513 Resilient Base and Accessories

099113 Exterior Painting

099123 Interior Painting

099723 Concrete Sealers

DIVISION 10 - SPECIALTIES

101400 Signage

101426 Post and Panel Signage

102613 Gypsum Corner Guards

102800 Toilet Accessories  
104413 Fire Extinguisher Cabinets

DIVISION 11 - EQUIPMENT- N/A

DIVISION 12 - FURNISHINGS  
123216 Plastic-Laminate-Clad Casework

DIVISION 13 - SPECIAL CONSTRUCTION  
133419 Metal Building Systems

DIVISION 14 – CONVEYING EQUIPMENT – N/A

PLANS

A0.0  
Land Survey Sheet 1  
Land Survey Sheet 2  
C1.0  
C1.1  
C2.0  
C2.1  
L1.0  
L2.0  
L3.0  
L3.1  
L4.0  
L5.0  
L6.0  
L6.1  
SE1.1  
S0.0  
S0.1  
S1.1  
S3.1  
S3.2  
A0.1  
A0.2  
A1.1  
A1.2  
A2.1  
A3.1  
A4.1  
A6.1  
A7.1  
A7.2  
A9.1

M0.1  
M1.1  
M2.1  
M2.2  
P1.1  
P2.1  
P2.2  
E0.1  
E1.1  
E2.1  
E3.1  
E3.2  
E3.3

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.