

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 **Bison Services LLC**, 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 One hundred twenty thousand Dollars and Zero Cents (\$120,000.00) 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 Lexington-Fayette Urban County Government and Technical Horizons for HVAC Renovation of Small Engine Repair Shop at Fleet Services 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 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 9
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

<u>SECTION</u>	<u>TITLE</u>
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 NINE SPECIFICATIONS

<u>SECTION</u>	<u>TITLE</u>
SECTION 05500	METAL FABRICATIONS
SECTION 09260	GYPSUM BOARD ASSEMBLIES
SECTION 09900	PAINTING

INDEX OF DIVISION FIFTEEN SPECIFICATIONS

<u>SECTION</u>	<u>TITLE</u>
SECTION 15010	MECHANICAL GENERAL REQUIREMENTS
SECTION 15020	CUTTING, PATCHING AND REPAIRING
SECTION 15210	MECHANICAL VIBRATION
SECTION 15250	INSULATION
SECTION 15350	NATURAL GAS PIPING SYSTEMS
SECTION 15650	HEATING AND VENTILATION EQUIPMENT
SECTION 15704	HVAC CHILLED & HOT WATER PIPING SYSTEMS
SECTION 15710	HYDRONIC SPECIALTIES

SECTION 15850 DUCTWORK AND AIR HANDLING SPECIALTIES
SECTION 15900 TEMPERATURE CONTROL SYSTEMS
SECTION 15980 TESTING, ADJUSTING AND BALANCING

INDEX OF DIVISION SIXTEEN SPECIFICATIONS

<u>SECTION</u>	<u>TITLE</u>
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

ME1.1 MECHANICAL HVAC DEMO AND NEW WORK
ME1.2 MECHANICAL HVAC SCHEDULES & DETAILS

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.