

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 **Pace Contracting LLC**, doing business as a corporation located in the City of Jeffersonville, County of Clark, and State of Indiana, hereinafter called "CONTRACTOR."

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of one million seventy-four thousand five hundred Dollars and no Cents (\$1,074,500.00) quoted in the proposal by the CONTRACTOR, dated February 3, 2017, 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 Element Design for the Jacobson Park Sprayground & Masterson Station Park Sprayground 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 fifty (150) calendar days until Substantial Completion plus thirty (30) 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, 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 51
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	

Division 1 - General Requirements

011100	Summary
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
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)
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Division 4 – Not Used

Division 5 – Not Used

Division 6 – Wood, Plastics and Composites

061063 Exterior Rough Carpentry

Division 7 – Not Used

Division 8 – Not Used

Division 9 – Not Used

Division 10 – Specialties

101426 Post and Panel Signage

Division 11 – Not Used

Division 12 – Not Used

Division 13 – Special Construction

131000 Spraygrounds

133441 Prefabricated Modular Buildings

Division 14 – 21 – Not Used

Division 22 – Plumbing

220100 General Provisions for Plumbing Work

220517 Sleeving, Cutting, Patching and Repairing for Plumbing

220529 Hangers and Supports for Plumbing Piping and Equipment

220553 Identification of Plumbing Piping and Equipment

220719 Plumbing Piping Insulation

221000 Plumbing Piping and Valves

221119 Domestic Water Plumbing Specialties

221319 Sanitary Piping Specialties

Division 23 – Not Used

Division 24 – Not Used

Division 25 – Not Used

Division 26 – Electrical

260500 General Requirements

260505 Penetration Firestopping

260519 Low Voltage Electrical Power Conductors and Cables

260526 Grounding and Bonding For Electrical Systems

260529 Hangers and Supports for Electrical Systems

260533 Raceway and Boxes for Electrical Systems

260553 Identification for Electrical Systems

262416 Panelboards

262726 Wiring Devices

262816 Enclosed Switches and Circuit Breakers

Division 27 – Not Used

Division 28– Not Used

Division 29 – Not Used

Division 30 – Not Used

Division 31 – Earthwork

311000 Site Clearing

312000 Earth Moving

Division 32 – Exterior Improvements

321216 Asphalt Paving

321313 Concrete Paving

321373 Concrete Paving Joint Sealants

329200 Turf And Grasses

329300 Plants

Division 33 – Utilities

334100 Storm Utility Drainage Piping

Division 34 - 49 – Not Used

Plan Drawings –

CVR - Cover Sheet

L0.0 - General Notes

Jacobson Park Site

Site Survey - Jacobson Park

J1.0 - Storm Water Pollution Prevention Plan

J2.0 - Demolition

J3.0 - Grading & Drainage Area

J4.0 - Site Layout Plan

J4.1 - Site Materials Plan

J5.0 - Landscape Plan

JSU1.0 - Site Utilities Plan

JS1.0 - Schematic Aquatix By LSI Sprayground Equipment Plan & Details

JS1.1 - Schematic Aquatix By LSI Sprayground Equipment Details

JS2.0 - Schematic Water Odyssey Equipment Plans

JS2.1 - Schematic Water Odyssey Equipment Details

JS2.2 - Schematic Water Odyssey Equipment Details

JR1.0 - Modular Restroom Schematic Drawings

JR1.1 - Modular Restroom Schematic Drawings

Masterson Station Park Site

Site Survey - Masterson Station Park

MS1.0 - Storm Water Pollution Prevention Plan

MS2.0 - Demolition
MS3.0 - Grading & Drainage Plan
MS3.1 - Trail Grading & Drainage Plan
MS3.2 - Trail Grading & Drainage Plan
MS4.0 - Site Layout Plan
MS4.1 - Site Materials Plan
MS4.2 - Trail Layout & Materials Plan
MS4.3 - Trail Layout & Materials Plan
MS5.0 - Landscape Plan
MSU2.0 - Site Utilities Plan
MSS1.0 - Schematic Aquatix By LSI Sprayground Equipment Plan & Details
MSS2.0 - Schematic Water Odyssey Equipment Plans
MSB1.0 - Modular Storage Building Schematic Drawings
MSB1.1 - Modular Storage Building Schematic Drawings

General Details

L5.1 - Site Landscape Details
L6.0 - Site Details
L6.1 - Site Details
ME1.0 - Site Mep 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.