

**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 **Wooldridge Homes, Inc.**, doing business as ~~\*(an individual)~~ ~~(a partnership)~~ (a corporation) located in the City of Sellersburg, County of Clark, and State of Indiana, hereinafter called "CONTRACTOR."

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of **Unit Price Contract Dollars** and \_\_\_\_\_ Cents (\$ \_\_\_\_\_) quoted in the proposal by the CONTRACTOR, dated December 16, 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**

