

PART VI

CONTRACT AGREEMENT

INDEX

1.	SCOPE OF WORK	CA-2
2.	TIME OF COMPLETION	CA-2
3.	ISSUANCE OF WORK ORDERS	CA-2
4.	THE CONTRACT SUM	CA-2
5.	PROGRESS PAYMENTS	CA-3
6.	ACCEPTANCE AND FINAL PAYMENT	CA-3
7.	THE CONTRACT DOCUMENTS	CA-3
8.	EXTRA WORK.....	CA-3
9.	ENUMERATION OF SPECIFICATIONS AND DRAWINGS	CA-4

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 **BMC Contracting LLC**, doing business as a corporation located in the City of **Mt. Sterling**, County of **Montgomery**, and State of **Kentucky**, hereinafter called "CONTRACTOR."

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of **Two Hundred Forty-three Thousand Seven Hundred Thirty-Two Dollars and Ninety Cents (\$243,732.90)** quoted in the proposal by the CONTRACTOR, dated **March 24, 2016**, 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 Palmer Engineering for Cross Keys Park Pond Improvement 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. 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 6
II	Information for Bidders	IB 1 thru 10
III	Form of Proposal	P 1 thru 38
IV	General Conditions	GC 1 thru 52
V	Special Conditions	SC 1 thru 52
VI	Contract Agreement	CA 1 thru 8
VII	Performance and Payment Bonds	PB 1 thru 8
VIII	Addenda	AD 1 thru 2
IX	Technical Specifications	

Division 1 - General Requirements

01010	Summary Of Work	1 thru 6
01025	Measurement and Payment	1 thru 6
01040	Coordination	1 thru 2
01200	Project Meetings	1 thru 2
01300	Submittals	1 thru 6
01320	Progress Schedules	1 thru 2
01400	Quality Control	1 thru 2
01510	Temporary Utilities	1 thru 2
01520	Maintenance of Utility Operation	1 thru 2
01530	Protection of Existing Facilities	1 thru 2
01540	Demolition and Removal	1 thru 2
01550	Site Access & Storage	1 thru 2
01560	Temporary Environmental Controls	1 thru 4
01580	Project ID and Signs	1 thru 4

01631	Product and Substitutions	1 thru 4
01731	Cutting and Patching	1 thru 2
01740	Cleaning	1 thru 2
01770	Project Closeout	1 thru 4
01780	Operations and Maintenance Manuals	1 thru 6
01782	Warranties and Bonds	1 thru 2
01785	Project Record Documents	1 thru 2

Division 2 - Site Work

02240	Dewatering	1 thru 2
02300	Earthwork	1 thru 10
02371	Storm Water Pollution Prevention Plan (SWPPP)	1 thru 2
02372	Erosion and Sediment Control	1 thru 60
02373	Stream Crossing, Bank and Buffer Restoration	1 thru 10
02700	Asphaltic Concrete Paving	1 thru 2
02920	Lawns and Grasses	1 thru 4

Division 3 – Concrete

03100	Concrete Formwork	1 thru 6
03200	Reinforcing Steel	1 thru 6
03250	Concrete Accessories	1 thru 6
03290	Joints in Concrete	1 thru 4
03300	Cast-In-Place Concrete	1 thru 16
03370	Concrete Curing	1 thru 4

Division 4 – Not Used

Division 5 – Not Used

Division 6 – Not Used

Division 7 – Not Used

Division 8 – Not Used

Division 9 – Not Used

Division 10 – Not Used

Division 11 – Not Used

Division 12 – Not Used

Division 13 – Not Used

Division 14 – Not Used

Division 15 – Not Used

Division 16 – Not Used

Division 17 – Not Used

PLAN DRAWINGS –

C0 – Cover Sheet

C1 – Erosion Control Plan

C2 – Demolition Plan

C3 – Site Plan

C4 – Grading Plan

C5 – Wetland and Pond Sections

C6 – Wetland and Pond Sections

C7 – Planting Plan

C8 – Erosion Control Details

C9 – Wetland Details

C10 – Planting 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.