

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
_____ doing business as a corporation, located in the City of
Lexington, KY, County of Fayette, and State of Kentucky, hereinafter called "CONTRACTOR."

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of
_____ (\$ _____) Quoted in the proposal by the CONTRACTOR, dated
_____, 20____, 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 The Engineer for the Expansion Area 2A Wastewater System Improvements, Contract 1 – Pump Station

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 **four hundred thirty days (430) 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. LIQUIDATED DAMAGES

If the Contractor shall fail or refuse to complete the work within the Contract Time, or extension of time granted by the Owner, then the Contractor agrees as a partial consideration for the awarding of this Contract that the Owner may retain from the compensation otherwise to be paid to the Contractor the amount of **one thousand two hundred dollars** for each and every calendar day (**\$1,200 per day**) that the Contractor shall be in default after the time stipulated in the Contract Documents. The said amount is fixed and agreed upon by and between the Contractor and Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain.

10. 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 30
IV	General Conditions	GC 1 thru 52
V	Special Conditions	SC 1 thru 8
VI	Contract Agreement	CA 1 thru 11
VII	Performance and Payment Bonds	PB 1 thru 7
VIII	LFUCG General Provisions	GP 1 thru 9
IX	KIA Supplemental General Conditions for State Revolving Fund (Forms 6100-2, 6100-3, 6100-4, Bidder's List Form)	1 thru 76
00630	Application for Payment	1 thru 1
00940	Change Order	1 thru 1

Division 1 - General Requirements

01010	Summary of Work	1 thru 3
01120	General Provisions	1 thru 10
01205	Labor Provisions - Kentucky	1 thru 1
01210	Allowances	1 thru 2
01230	Alternates	1 thru 1
01270	Basis of Measurement and Payment - Lump Sum	1 thru 1
01310	Project Coordination	1 thru 2
01320	Progress Schedules	1 thru 3
01340	Shop Drawings, Product Data and Samples	1 thru 6
01421	Definitions and Standards	1 thru 3
01450	Quality Control Services	1 thru 9
01500	Temporary Facilities and Controls	1 thru 10
01520	Field Offices	1 thru 2
01631	Products and Substitutions	1 thru 6
01731	Cutting and Patching	1 thru 4
01740	Cleaning	1 thru 2
01770	Project Closeout	1 thru 3
01780	Operations and Maintenance Manuals	1 thru 7
01782	Warranties and Bonds	1 thru 3
01785	Project Record Documents	1 thru 3

Division 2 - Site Work

02240	Dewatering	1 thru 1
02260	Excavation Support and Protection	1 thru 3
02300	Earthwork	1 thru 8
02372	LFUCG Erosion and Sedimentation Control	
	KY NPDES Requirements	1 thru 22
02532	Sanitary Sewer Manholes, Frames, Frames and Covers	1 thru 8
02540	Gravity Sewer Piping	1 thru 15
02541	Sewage Force Mains	1 thru 16
02630	Storm Sewage Systems	1 thru 6
02720	Aggregate Base Course	1 thru 3
02741	Asphalt Paving	1 thru 4
02781	Porous Unit Paving	1 thru 3
02820	Chain Link Security Fences and Gates	1 thru 5
02920	Lawns and Grasses	1 thru 4
02930	Plantings	1 thru 4

Division 3 - Concrete

03300	Cast-In-Place Concrete	1 thru 13
03400	Precast Prestressed Concrete	1 thru 4
03600	Precision Grouting	1 thru 4

Division 4 - Masonry

04200	Unit Masonry	1 thru 12
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Division 5 - Metals

05120	Structural Steel	1 thru 4
05500	Metal Fabrications	1 thru 6
05511	Fixed Metal Ladders	1 thru 3
05520	Handrails and Railings	1 thru 7
05530	Grating	1 thru 3

Division 6 - Wood & Plastic

06100	Rough Carpentry	1 thru 4
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Division 7 Thermal & Moisture Protection

07115	Bituminous Dampproofing	1 thru 3
07210	Building Insulation	1 thru 5
07311	Asphalt Shingles	1 thru 4
07620	Sheet Metal Flashing and Trim	1 thru 4
07920	Joint Sealants	1 thru 6

Division 8 – Windows & Doors

08220	Fiberglass Reinforced Plastic (FRP) Doors & Frames	1 thru 9
08334	Overhead Coiling Doors	1 thru 7
08370	Access Hatches	1 thru 3
08711	Door Hardware	1 thru 9
08800	Glazing	1 thru 5

Division 9 – Finishes

09250	Gypsum Board	1 thru 5
09910	Painting	1 thru 8
09961	High Performance Paints and Coatings-Wastewater	1 thru 15

Division 10 – SPECIALTIES

10140	Signage	1 thru 3
10200	Louvers and Vents	1 thru 5
10522	Fire Protection Specialties	1 thru 2
10812	Toilet, Bath, and Laundry Accessories	1 thru 6

Division 11 – Equipment

11285	Slide Gates	1 thru 4
11286	Sluice Gates	1 thru 5
11290	Interior Process Piping	1 thru 7
11295	Interior Process Valves	1 thru 4
11310	Non-Clog Submersible Sewage Pumps	1 thru 12
11330	Catenary Bar Screen	1 thru 3
11333	Manually-Cleaned Bar Screen	1 thru 2
11345	Bioxide Chemical Feed System	1 thru 8
11346	Carbon Adsorber Odor Control System	1 thru 7

Division 12 – Not Used

Division 13 – Special Construction

13410	Basic Measurement and Control Instrumentation Materials and Methods	1 thru 8
13420	Instruments	1 thru 10
13425	Parshall Flume	1 thru 2
13430	Boxes, Panels and Control Centers	1 thru 4
13440	Indicators, Recorders and Controllers	1 thru 3
13452	Radio-Based Supervisory Control And Data Acquisition System	1 thru 5

13480	Instrument Lists and Reports	1 thru 4
13490	Measurement and Control Commissioning	1 thru 4

Division 14 – Not Used

Division 15 – Mechanical

15058	Common Motor Requirements for HVAC Equipment	1 thru 3
15061	Hangers and Supports for Plumbing Piping and Equipment	1 thru 13
15062	Hangers and Supports for HVAC Piping and Equipment	1 thru 15
15073	Vibration and Seismic Controls for Plumbing Piping and Equipment	1 thru 9
15074	Vibration and Seismic Controls for HVAC Piping and Equipment	1 thru 10
15076	Identification for Plumbing Piping and Equipment	1 thru 6
15077	Identification for HVAC Piping and Equipment	1 thru 7
15085	Plumbing Piping Insulation	1 thru 15
15086	Duct Insulation	1 thru 17
15092	Sleeves and Sleeve Seals for Plumbing Piping	1 thru 5
15093	Sleeves and Sleeve Seals for HVAC Piping	1 thru 5
15097	Escutcheons for Plumbing Piping	1 thru 3
15098	Escutcheons for HVAC Piping	1 thru 2
15111	General – Duty Valves for Plumbing Piping	1 thru 16
15126	Meters and Gages for Plumbing Piping	1 thru 8
15140	Domestic Water Piping	1 thru 15
15145	Domestic Water Piping Specialties	1 thru 11
15150	Sanitary Waste and Vent Piping	1 thru 16
15155	Sanitary Waste Piping Specialties	1 thru 9
15412	Emergency Plumbing Fixtures	1 thru 5
15416	Commercial Water Closets	1 thru 6
15421	Commercial Lavatories	1 thru 5
15485	Electric Water Heaters	1 thru 9
15738	Split-System Air-Conditioning Units	1 thru 8
15762	Unit Heaters	1 thru 7
15785	Air-to-Air Energy Recovery Equipment	1 thru 10
15815	Metal Ducts	1 thru 16
15816	Nonmetal Ducts	1 thru 11
15820	Duct Accessories	1 thru 11
15838	Power Ventilators	1 thru 9
15855	Diffusers, Registers, and Grilles	1 thru 4
15950	Testing, Adjusting, and Balancing	1 thru 18

Division 16 – Electrical

16050	Basic Electrical Materials and Methods	1 thru 12
16060	Secondary Grounding	1 thru 2
16070	Supporting Devices	1 thru 1

16075	Electrical Identification	1 thru 2
16120	Conductors and Cables	1 thru 4
16130	Raceways	1 thru 7
16131	Boxes	1 thru 3
16140	Wiring Devices	1 thru 3
16150	Wire Connections and Connecting Devices	1 thru 3
16170	Safety Switches	1 thru 2
16220	Motors	1 thru 6
16230	Standby Power Generator Systems – Fixed	1 thru 42
16280	Transient Voltage Surge Suppressors	1 thru 4
16315	Primary Grounding	1 thru 1
16440	Motor Control	1 thru 20
16442	Panelboards	1 thru 4
16446	Variable Frequency Drives	1 thru 7
16460	Small Power and Miscellaneous Transformers	1 thru 2
16495	Switchboard Matting	1 thru 1
16500	Lighting	1 thru 3
16670	Lightning Protection Systems (Air Terminals)	1 thru 3
16900	Controls	1 thru 2

Appendix

Appendix “A” Report of Geotechnical Exploration for Winchester Road Pump Station

<u>Drawings</u>	<u>Sheet Number</u>
<u>GENERAL</u>	
Vicinity Map, Sheet Index, General Notes, Legend & Utility Info	G-1-001
Abbreviations and Symbols	G-1-002
Erosion Control Details	G-1-003
Erosion Control Details	G-1-004
Standard Details	G-1-005
Standard Details - Manholes	G-1-006
Standard Details – Pipe Laying	G-1-007
Typical Sections & Pavement Details	G-1-008
Site Details	G-1-009
<u>CIVIL</u>	
Site Grading & Erosion Control Plan	C-0-101
Site Layout & Dimension Plan	C-0-102
Access Road Profile	C-0-103
Force Main & Gravity Sewer Profiles	C-0-104
Flow Meter Vault & Bypass Connection	C-0-105
Equipment Plans at Elev. 901.00 & 922.50	C-1-101
Equipment Plans at Elev. 935.00	C-1-102

Sections	C-1-201
Sections	C-1-202
Chemical Feed Details	C-1-501

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Architectural Abbreviations & Symbols	A-1-001
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Reflected Ceiling Plan	A-1-101
Roof Plan	A-1-102
Exterior Elevations	A-1-200
Exterior Elevations	A-1-201
Building Sections	A-1-300
Wall Sections	A-1-301
Enlarged Floor Plans & Interior Elevations	A-1-400
Roof Details	A-1-500
Door & Window Details	A-1-501
Door Schedule/Room Finish Schedule	A-1-600

STRUCTURAL

Typical Details and General Structural Notes	S-0-001
Typical Details	S-0-002
Foundation Plans at Elev. 901.00 & 922.50	S-1-101
Plan at Elev. 926.00	S-1-102
Plan at Elev. 935.50	S-1-103
Roof Framing Plan	S-1-104
Sections	S-1-201
Sections	S-1-202
Sections	S-1-203
Sections & Details	S-1-204

MECHANICAL/PLUMBING

Mechanical Legend	M-1-001
Mechanical Floor Plan	M-1-101
Mechanical Details	M-1-501
Mechanical Schedules	M-1-601
Plumbing Floor Plan	P-1-101
Plumbing Schedules and Details	P-1-601

ELECTRICAL/INSTRUMENTATION

Electrical Legend	E-1-001
Electrical Site Plan	E-1-100
Upper Floor Lighting Plan	E-1-101
Upper Floor Power Plan	E-1-102
Lightning Protection Plan	E-1-103

Electrical Details	E-1-501
Lightning Protection Details	E-1-502
Electrical Details	E-1-503
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Gas Detection Details	E-1-507
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Gas Detection Details	E-1-510
Gas Detection Details	E-1-511
Gas Detection Details	E-1-512
Electrical One-Line Diagram	E-1-601
Electrical Panel Schedules	E-1-602
Electrical Control Circuits	E-1-603
Electrical Control Circuits	E-1-604
Standard Instrument Symbology and Details	I-1-001
Loop Diagrams	I-1-101

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: _____
Jim Gray
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.