

CONTRACT AGREEMENT

THIS AGREEMENT, made on the _____ day of _____, 20____, by and between **Lexington-Fayette Urban County Government**, acting herein called "OWNER" and **Machinex Technologies, Inc.**, doing business as a corporation located in the City of Chicago, County of Cook, and State of Illinois, hereinafter called "CONTRACTOR."

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of One million, one hundred eleven thousand, six hundred forty two Dollars and 86 Cents (\$1,111,642.86) quoted in the proposal by the CONTRACTOR, dated June 25, 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 presented in RFP Document #18-2013, Modified Line Layout for the Materials Recycling Facility (MRF).

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**. Work shall be coordinated between the contractor and the LFUCG with a required start-up date prior to November 30, 2013. Any delay beyond the 120 day period will result in the contractor being assessed liquidated damages of \$3000 per day for each and every day beyond the 120 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

Per page 58 in the Machinex proposal, both parties will need to agree to mutually acceptable payment terms (as per the capacity increase done in 2010).

6. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due within forty (45) 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.

Attest: Lexington-Fayette Urban County Government

By: _____
Council Clerk

By: _____
Jim Gray, Mayor

Attest: Machinex Technologies, Inc.

By: _____

By: _____