

PART VI**CONTRACT AGREEMENT**

THIS AGREEMENT, made on the 22nd day of May, 2014, by and between **Lexington-Fayette Urban County Government**, acting herein called "OWNER" and **Arrow Electric Company**, doing business as *(an individual) (a partnership) (a corporation) located in the City of Louisville, County of Jefferson, and State of Kectucky, hereinafter called "CONTRACTOR."

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of Three hundred and ninety-five thousand and seventy-eight Dollars and five Cents (\$395,078.05) quoted in the proposal by the CONTRACTOR, dated 4/1/14, 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 Division of Traffic Engineering** for the **Fiber-Optic Pathway and Cable Installation 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. 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 17
III	Form of Proposal	P 1 thru 38
IV	General Conditions	GC 1 thru 50
V	Special Conditions	SC 1 thru 63
VI	Contract Agreement	CA 1 thru 5
VII	Performance and Payment Bonds	PB 1 thru 7
VIII	Technical Specifications	TS 1 thru 6
IX	Federal and State Contract Notes	1 thru 6
X	Certifications	1 thru 16
XI	Addenda	1 thru 2

Plan Drawings

- Corridor 1 - HB - 1 thru 4**
- Corridor 2 - VR - 1 thru 8**
- Corridor 3 - LT - 1 thru 5**

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:

Meredith Neft
Clerk of the Urban County Council

BY: [Signature]
MAYOR

[Signature]
(Witness)

[Signature]
(Title)

(Seal)

Arrow Electric Company

(Contractor)

(Secretary)*
LORNE A. SMITH
[Signature]
(Witness)

BY: [Signature]

Robert Allgeier, CEO

(Title)

317 Wabasso Ave. Louisville, KY 40209

(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.

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: BB&T Insurance Services, Inc. 2600 Eastpoint Parkway (40223) P O Box 436869 Louisville, KY 40253
CONTACT NAME: PHONE (A/C, No, Ext): 602 489-5900 FAX (A/C, No): 866 881-2185
INSURER(S) AFFORDING COVERAGE: INSURER A: Amerisure Insurance Company NAIC #: 19488
INSURER B: St Paul Fire & Marine Ins Compa 24767

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Project - Fiber-Optic Pathway & Cable Installation Lexington-Fayette Co.

CERTIFICATE HOLDER: Fayette Urban County Government, Division of Central Purchasing, 200 East Main St., Third Floor, Lexington, KY 40507
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

PART VI
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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