

CONTRACT AGREEMENT

THIS AGREEMENT, made on the _____ day of _____, 2012, by and between (1) Lexington-Fayette Urban County Government, herein called "OWNER" and (2) Superior Demolition, Inc., 764 Westland Drive, Lexington, KY 40504-1016, doing business as a corporation, located in the City of Lexington, Kentucky, County of Fayette, and State of Kentucky, hereinafter called "CONTRACTOR."

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of One Hundred Twenty Thousand-Six Hundred Dollars (\$120,600) quoted in the proposal by the CONTRACTOR, dated December 20, 2011, hereby agrees to commence and complete the work described as follows:

1. SCOPE OF WORK

The CONTRACTOR shall furnish all the materials, supplies, machinery, equipment, tools, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Contract Agreement, - therefore as prepared by Lexington-Fayette Urban County Government for the #132-2011 bid areas/locations: Phoenix Parking Garage in Compliance with applicable wage rate decisions will be strictly enforced.

2. 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 demolition in whole or in part will be determined after consultation with the CONTRACTOR and the OWNER. The Notice to Proceed will be issued after a pre-construction conference between OWNER and CONTRACTOR.

3. PAYMENTS

The OWNER shall make monthly payments to the Contractor for work completed and accepted by the Owner less 10% retainage.

4. ACCEPTANCE AND FINAL PAYMENT

Before issuance of final certificate, the CONTRACTOR shall submit evidence satisfactory to the OWNER that all payrolls, material bills, and other indebtedness connected with the Work has been paid. After satisfactory evidence has been supplied Owner shall make final payment including retainage.

5. THE CONTRACT DOCUMENTS

The Technical Specifications, Proposal and Drawings and any related addenda form the Contract, and they are fully a part of the Contract as if hereto attached or herein repeated.

Attachments: Bid #132-2011 Technical Specifications.pdf
Superior Demolition – Proposal.pdf
Canopy.pdf
Curbs.pdf
S-1 DEMO 112111.pdf
S-2 DEMO.pdf
S-3-DEMO 112111.pdf

6. 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 Part Two of the Contractor's bid.

IN WITNESSETH HEREOF, the parties hereto have executed this Contract as of the date and year above written.

(Seal)

Lexington-Fayette Urban County Government
(Owner)

ATTEST:

BY: _____

(Witness)

(Title)

(Seal)

Superior Demolition Inc
(Contractor)

Linda Miller

(Secretary)

BY: Mr. [Signature]

Haye Dodge

(Witness)

V.P.
(Title)

764 Westland Dr. Lexington 40504
(Address and Zip Code)

IMPORTANT: Strike out any inapplicable terms. Secretary of the Owner should attest. If the CONTRACTOR is corporation, Secretary should attest. Give proper title of each person executing Contract.