CONTRACT
2009 STREET RESURFACING AND 2009 ADA UNIVERSAL ACCESS RAMP & SIDEWALK SPOT REPAIR PROJECT

This agreement, made this **seventeenth** day of **August, 2009** at West Lafayette, Indiana, by and between the Board of Public Works and Safety for the City of West Lafayette, Indiana (hereinafter referred to as the "City") and **Rieth-Riley Construction Co., Inc.** (hereinafter referred to as the "Contractor").

WITNESSETH:

That in consideration of the mutual covenants hereinafter set forth, the City and the Contractor agree as follows:

Article 1: SCOPE OF WORK

The Contractor shall furnish all labor and tools and equipment and do all things required for complete installation, construction, and resurfacing in accordance with the plans and specifications. The plans and specifications shall be on file in the office of the City Engineer.

Article 2: PAYMENT

The City shall pay to the Contractor, in full and complete payment for all performance of the Contract, in current funds. The estimated sum of **six hundred sixty thousand four hundred five dollars and fifteen cents ($660,405.15)** defined as the contract price, and computed from the Contractors Bid included herein. The final contract price will be the result of the actual installed quantities of materials multiplied by the corresponding contract unit prices. Variance from the estimated plan quantities will be done by change order for any additions or deletions to the contract as determined by the work and approved by the West Lafayette Board of Public Works and Safety.

Said contract price shall be paid to the Contractor in installments in the manner provided in, and under conditions of, the General Conditions.

If litigation is commenced to enforce any term of this contract, the prevailing party is entitled to receive litigation costs including reasonable attorney fees.

Article 3: CONTRACT DOCUMENTS

The contract documents include this agreement, current wage rate table, the General Conditions, Special Conditions, Materials Specifications, the Contractor's maintenance bond, and the Contractor's certification of insurance, together with plans and any subsequent addenda.

Said documents are hereby incorporated into and made a part of this agreement the same as if herein fully set forth.

Article 4: SEVERANCE

The intent of the parties is that this agreement be deemed entire in the sense that its purpose is to establish one price for the doing of the whole work, and that it be deemed severable in the sense that the voidance of any part or portion shall not void the remainder.

It is understood and agreed that partial payments may be made for the mutual convenience of the City and Contractor but shall not be construed as the City's acceptance of a part or portion of the work. Acceptance is to only in the manner prescribed in the General Conditions.

Article 5: RECORDS

The Contractor will maintain proper records for review by the City.

Article 6: DATE OF COMPLETION

The Contractor agrees that he will have the work contained in this contract completed by **October 30, 2009**.

IN WITNESS WHEREOF we have set our hands the day and year first above written.

CONTRACTOR:

Thomas M. Buck, Area Manager
Rieth-Riley Construction Co., Inc.

BOARD OF PUBLIC WORKS AND SAFETY

John R. Dennis, Mayor

Sana G. Booker, Member

Bradley W. Marley, Member

ATTEST: Judith C. Rhodes, Clerk-Treasurer