

## CONSTRUCTION AGREEMENT

THIS AGREEMENT made this 21<sup>st</sup> day of October, 2015 by and between the City of Westfield, Indiana, acting through its Board of Public Works, hereinafter called the Local Public Agency "LPA", and OhCO, Inc., hereinafter called the "Contractor".

WITNESSETH, that the **Contractor** and **LPA** for the consideration stated herein mutually agrees as follows:

ARTICLE 1. Statement of Work. The **Contractor** shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and the services, including utility and transportation and security services, necessary to perform and complete all work required for the:

## NORTH UNION SIDEWALK EXTENSION

in strict accordance with the Contract Documents for the same, dated September 21, 2015 and the drawings referenced to therein, all as prepared by the City of Westfield, which said Contract Documents and Drawings are incorporated by reference and made a part hereof.

ARTICLE 2. The Contract Price. The **LPA** shall pay the **Contractor** for the performance of this Contract, in current funds, subject to additions and deductions as provided in the Contract Documents, the sum of \$~~Seventy Four Thousand Eight Hundred Seventy~~ <sup>Nine</sup> ~~DOLLARS~~. The **Contractor's** Bid Proposal including lump sum prices, unit prices, and Certifications are incorporated by reference and made part hereof.

ARTICLE 3. Contract Documents. This Contract shall consist of the following component parts:

- a. This instrument.
- b. The Contract Documents, entitled, North Union Sidewalk Extension dated October 2, 2015 as prepared for the City of Westfield.
- c. The Drawings referenced in the Contract Documents as identified in (b.) above.
- d. The Contractor's Bid Proposal as identified in ARTICLE 2 of this instrument.
- e. Addenda numbers 1 through 1.

This instrument, together with the other documents, enumerated in this Article 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract. In the event that any provision of any other component part of the Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 3 shall govern, except shall be construed in the order of preference of the component part of the Contract which each modified.

ARTICLE 4. Labor Standards Provisions. The project to which the work covered by this Contract pertains is being assisted under Title I of the Housing and Urban Development Act of 1974, as

amended, by the United States of America, and therefore subject to the Federal Labor Standards Provisions contained in Form HUD-4010 attached to this Contract as **Section C-2** and made an integral part hereof.

ARTICLE 5. Payment of Prevailing Wages. In compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by the department of Labor regulations, no less than the minimum wage rates as determined by the Secretary of Labor of the United States shall be paid on this Project. ALL contractors performing work under this contract are required to pay wages to laborers and mechanics at a rate no less than the minimum wages specified in **General Wage Decision IN150006 Published 9/11/2015 with 11 modifications**, attached to this contract as **Section C-3** and made an integral part hereof.

ARTICLE 6. Subcontracts. The **Contractor** shall physically incorporate, or cause to be incorporated, in all subcontracts for work in connection with this project this ARTICLE and ARTICLES 4 and 5 above with the referenced Sections.

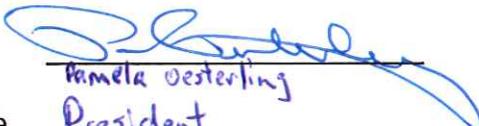
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in **three (3)** original counterparts as of the day and year first above written.

**LPA**

**CONTRACTOR**

Board of Public Works  
City of Westfield  
2706 E. 171<sup>st</sup> Street  
Westfield, IN 46074

By \_\_\_\_\_  
Title \_\_\_\_\_  
Attest \_\_\_\_\_  
Title \_\_\_\_\_

By   
Title Pamela Oesterling  
President  
Attest   
Title J. Nicholas Wonnell  
V.P. Operations

**CERTIFICATIONS**

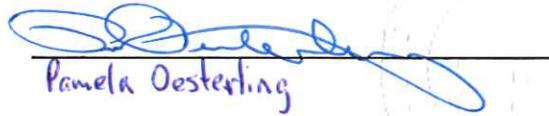
I, Pamela Oesterling, certify that;

(1.) I am the President of the corporation named as Contractor herein; and

(2.) that myself, Pamela Oesterling, who signed this Contract on behalf of the Contractor, was then President of said corporation; and

(3.) that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

By

  
Pamela Oesterling

(Print or type the names under all signatures and affix Corporate Seal)