

## AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of April, 2014 by and between the **Todd County Board of Education**, hereinafter called "OWNER" and **Carter Douglas Company LLC** doing business as: ☒ a corporation ☐ a partnership ☐ an individual (check one) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements herein after mentioned:

1. The CONTRACTOR will commence and complete the construction of the **Todd County Board of Education's Safe Routes to School – 'Walk With Us' Sidewalks Project**
2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same within **120** calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS (dated January 2014) and comply with the terms therein for the price(s) shown in the BIDDER INFORMATION SHEET.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
  - (A) Part 1 – Scope of Work
  - (B) Part 2 - Specifications
  - (C) Part 3 – Employment, Wage & Record Requirements
  - (D) Part 4 - Response Forms
  - (E) Notice of Award
  - (F) Agreement
  - (G) Payment BOND
  - (H) Performance BOND
  - (I) NOTICE TO PROCEED
  - (J) DRAWINGS prepared by **McGhee Engineering, Inc.** dated January 2014.
  - (K) Kentucky Transportation Standard Specifications for Road and Bridge Construction 2012.
6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth by the Kentucky Transportation Cabinet LPA Guide at such amounts as required by the CONTRACT DOCUMENTS.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized official, this Agreement in four copies each of which shall be deemed an original on the date first above written.

**TODD COUNTY BOARD OF EDUCATION**  
205 Airport Road  
Elkton, Kentucky 42220

**CARTER DOUGLAS COMPANY, LLC**  
1259 Herndon Road  
Russellville, Kentucky 42276

By: \_\_\_\_\_  
Wayne Benningfield, Superintendent

By: \_\_\_\_\_  
Wayne Cates, Member

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_