* Contract *

This Agreement made and concluded this date, August 12, 2009, between

ATLAS BUILDING SERVICES, INC.
P.O. BOX 628, WABASH, INDIANA,
an Indiana Contractor, hereinafter called "**CONTRACTOR**"
And

City of West Lafayette
Owner's Name

609 W. Navajo Street
Owner's Address

West Lafayette, Indiana
City/State
hereinafter known as "**OWNER**"

For Work to be performed on a structure known as:

Fire Station #1

300 North Street
Address

West Lafayette, Indiana
City/State
hereinafter known as the "**STRUCTURE**"

I. THE WORK

The Contractor agrees to furnish all necessary equipment and materials and perform all labor necessary to complete the specifications for work established and prepared in the Contractor's bid to the Owner or Owner's Representative dated July 23, 2009, which becomes part of this contract.

Work Included Under This Contract	Contract Price
I. Base Quotation – Exterior Painting	$12,282.00

II. PAYMENT TERMS

Unless otherwise agreed and noted, payment shall proceed as follows:

1.) For projects over $25,000.00:

A) 15% (Fifteen percent) of the contract amount shall be billed and due upon starting the project.

B) Partial billings, thereafter, will be on a monthly basis for the percentage amount of the contract completed by the billing date. Payment is then due by 15 days from the date of the invoice.

2.) For projects under $25,000.00:

A) The project will be invoiced when the work is completed.

B) Full payment shall be due fifteen (15) days from the date of the invoice.

Failure of Owner to pay in accordance herewith, unless otherwise mutually agreed, shall obligate Owner to pay all costs, expenses and fees, which shall be incurred by Contractor in retrieving overdue payments. Late payments shall accrue simple interest at the rate of 1-1/2% per month. Any late payments exceeding ninety (90) days shall be considered default of contract, but this does not alleviate continued accrual of interest penalty.

III. INSURANCE COVERAGE

Contractor further agrees to furnish Owner a Certificates of Insurance to maintain in full force and effect during the period of this agreement. Insurance to include Workers Compensation, Employer's Liability, Business Automobile liability, and Commercial General liability (CGL). The CGL policy shall also name the Owner as an additional insured for liability arising out of the work. Contractor's Public Liability Insurance shall be in the name of the Contractor, with policy limits of $1,000,000.00 for personal injury or death of any one person, and $1,000,000.00 for any one accident involving two or more persons, said policy of insurance to carry an endorsement covering damage to property in the amount of $50,000.00 for each accident and $100,000.00 in the aggregate. Additional coverage includes comprehensive excess indemnity of at least seven million dollars per each occurrence and aggregate of combined personal and property damage.

Before the start of the work the Owner shall obtain and maintain until final payment is made, Builder's risk or all risk upon the entire project for the full cost of replacement at the time of loss. This insurance shall also name as applicable the Contractor, Subcontractors, Sub-subcontractors as named insureds. The Owner shall be responsible for any applicable deductible amounts. The Owner at its option may procure and maintain business income insurance. The Owner shall obtain and maintain its own liability insurance for protection against claims arising out of the performance of this Agreement.

Owner and Contractor waive all rights against each other and their respective employees, agents, contractors, subcontractors, and subsubcontractors for damages caused by risk covered by the property insurance except such rights as they may have to the proceeds of the insurance and such rights that the Contractor may have for the failure of the Owner to obtain and maintain property insurance.

No insurance coverage in the case of injury, damage, medical expense, loss, clean-up costs or any other expenses that result from asbestos, in any form, or mold/bacteria/fungi, in any form, whether these conditions currently exist or they occur after the performance of our services on the project site.

IV. WAGE SCALES AND PAYROLL LIABILITIES

Contractor certifies that all of its workmen are fully covered under the Federal Insurance Contributions Act, and relevant Unemployment Insurance and Workmen's Compensation Acts and is solely responsible for all payroll and payroll contributions and taxes. All wages paid shall comply with work classifications of craftsmen employed on this project.

V. ADDITIONAL WORK

Contractor shall perform the work strictly in accordance with the specifications hereto attached or referenced herein and no additions shall be made therein except upon the written approval of both Contractor and Owner. Such written approval shall specify the amount to be added to the contract price by reason of such additions. These additions shall be made by written and signed field order change or specific change orders. No additional work shall be performed without customer representative signature of authorization.

VI. COMPLETION

Time is of the essence of this agreement. The Contractor will pursue the project to completion with due diligence to complete on the date agreed upon if a date is provided. Delays due to weather, strikes, and Acts of God or other acts beyond the control of the Contractor shall be considered legal and acceptable reasons for non-completion and justification for an extension of the completion time.

VII. PROJECT CONTROL

Atlas Building Services, Inc., will have custody, control, and care only to the immediate scaffold areas they are working upon at any given time. Custody, control, and care of adjoining areas will be transferred only upon prior written consent of Owner. Contractor will consider himself a "Guest of the House," having control only over the immediate area he is working on in a given work day.

VIII. HAZARDOUS MATERIAL - CONDITIONS NOTICE

It is the understanding of the Contractor that, unless otherwise specifically notified, the Owner with this contract signing declares the absence of any conditions on the work site which are considered unsafe under the Hazardous Materials and Conditions Regulations of the Occupational Safety and Health Act of 1970 and shall assume all responsibility for the identification, assessments, and correction or remediation of such conditions. This statement also extends to mold or other fungi, or bacteria, in any form, whether present during the duration of this contract or after performance of our services on the project site.

IX. UNFORESEEN, CONCEALED OR DIFFERING CONDITIONS

Any conditions which arise that were unforeseen, concealed or differing in nature from those presented or visible at time of quotation and/or contract and which create additional costs for the Contractor, shall be basis for claims for additional payments from the Owner.

X. DELAY

The Owner may be held responsible for costs incurred by the Contractor due to any Owner's actions, which create unusual or unreasonable delay in the progress of the Contractor on the project.

XI. COMPLETION NOTICE

Upon substantial completion of the project, an authorized representative of both Owner and Contractor shall inspect the project together. Notice of satisfactory completion shall be indicated by Owner's signature on Contractor's standard Completion Notice form. Any return trips to complete post-inspection items not identified on the Completion Notice form shall incur an additional mobilization/demobilization charge as part of this agreement. Failure to participate in this completion inspection may constitute implied acceptance by the Owner.

XII. ENCUMBRANCES

Upon receiving payment from the Owner of all monies due under this agreement, including the payment of any promissory notes, both principal and interest, in full, Contractor agrees to cause all claims, liens and encumbrances incurred by the Contractor and against the premises upon which work was performed by Contractor of record to be cancelled. Upon request, a Waiver of Lien shall be provided.

XIII. LEGAL PARTIES

This agreement shall insure to the benefit of and be binding upon the parties hereto, their heirs, administrators, executors and successors.

XIV. CONTRACTUAL LAW & DISPUTES OR CLAIMS

This agreement and the terms and conditions therein contained shall be interpreted under and controlled by the laws of the State of Indiana.

Any disputes or claims, which may arise out of the performance or execution of this contract, shall be resolved by mediation or alternate dispute resolution in a prompt fashion.

In the event of litigation to enforce an item or condition of this contract the prevailing party shall be entitled to casts of litigation including a reasonable attorney fee.

XV. GUARANTEES

Upon completion of the project and fulfillment of all contractual obligations by both parties including payment of all agreed upon sums, the Contractor shall provide, at Owner's request, a statement of all guarantees that apply to this project.

If there are no stipulated guarantees in the proposal, the Contractor automatically guarantees its labor performed and material supplied for a period of one (1) year from the date of substantial completion. This warranty is subject to revision or may become void for damage to our work by others, vandalism, unforeseen or unknown building movement, or acts of God.

XVI. PERMITS AND FEES

If required, Contractor agrees to apply for locally required permits, the costs of which to be reimbursed by the owner.

IN WITNESS OF AGREEMENT THEREOF, the parties both set their signatures below and in duplicate.

For the "**Owner**"	For the "**Contractor**"
City of West Lafayette	**Atlas Building Services, Inc.**
By: _____	By: _____
_____	
Date: _____	Date: _____