

# CONTRACT

This Agreement entered into this 12<sup>th</sup> day of October 2009, by and between Carl E. Most & Son, Inc. P.O. Box 33579 Indianapolis, IN 46203(hereinafter called the "Contractor") and the City of West Lafayette Redevelopment Commission through the City of West Lafayette Board of Public Works and Safety (hereinafter called the "City").

## **WITNESSETH:**

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

## **ARTICLE 1. Engagement.**

The Contractor hereby agrees to provide all materials and furnish all labor, tools, equipment, and do all things necessary to perform all work required per the Plans and Bidding documents and addenda for the **Wabash Landing Garage Capital Repairs Project Phase IV project base bid plus alternate #2**

## **ARTICLE 2. Scope of Work.**

All work in the contract documents called, which is further defined as all work in the documents not specifically assigned to the owner or indicated as "not a part of this contract". The final scope of this agreement is the base bid plus alternate #2 defined in Addendums # 1-2 which was acknowledged on the bid form.

## **ARTICLE 3. Product of the Work.**

The Contractor will have completed the terms of this contract when the above mentioned work has been completed in accordance with the specifications and approval of the City and their consultant.

## **ARTICLE 4. Payment.**

The City agrees to pay the Contractor – One Hundred Seventeen Thousand Eight Hundred Twenty Three and 06/100- dollars (\$117,823.06) more or less based on the unit prices presented in the bid document and final measurements and approval of said work. All work to be installed as specified without substitution of materials specified. For payment an invoice must be submitted to the City in compliance with the City of West Lafayette's procedures. This amount is comprised of the base bid amount of \$104,223.06 plus alternate #2 of \$13,600.00.

## **ARTICLE 6. Insurance and Bonding.**

The Contractor shall have adequate insurance for this work. Insurance coverage must include workman's compensation, liability insurance, and indemnification as per the bid documents. Contractor shall have proper bond with the City of West Lafayette.

## **ARTICLE 7. Termination of Agreement.**

In case the Contractor fails to furnish materials or execute work in accordance with the provisions of this Agreement, or fails to proceed with or complete the work within the time limit specified in this Agreement, or if the provisions of this Agreement are otherwise violated by the Contractor, the City may send a written notice to the Contractor indicating he is in default of this Agreement. Said notice shall contain the reason for the City's intent to declare Contractor at fault and unless within ten (10) days after service of said notice, the violation shall cease, the Contractor, by written notice, shall be declared in default, his right to proceed under the Agreement terminated, and the Agreement shall terminate.

## **ARTICLE 8. Indemnification.**

The Contractor agrees to indemnify and hold harmless the City of West Lafayette and its officers, agents, officials, and employees from any and all claims, actions, causes of action, judgments, and in liens arising out of any act or omission by the Contractor or any of its officers, agents, employees, or subcontractors. Such indemnity shall include attorneys' fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein. Notwithstanding any term herein to the contrary, in the event litigation is commenced to enforce any term or condition of this agreement, the prevailing party shall be entitled to reasonable litigation costs including reasonable attorney fees.

## **ARTICLE 9. 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.

## **ARTICLE 10. Contract Documents.**

The contract documents include this Agreement, proof of insurance and the specifications. Said documents are hereby incorporated into and made part of the Agreement the same as if herein fully set forth.

**ARTICLE 11. Records.**

The Contractor will maintain proper records for review by the City and as required by the contract documents.

**In Witness Whereof** we have set our hands the day and year first above written.

**CONTRACTOR:**

Carl E. Most & Son, Inc.

Federal ID # 35-1099902

By

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ATTEST:

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