Indian Trail and Huron Sewer Repair
CONTRACT

This Agreement entered into this 1st day of June 2010, by and between Atlas Excavating Inc. (hereinafter called the "Contractor") and 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 **Indian Trail and Huron Sewer Repair.**

ARTICLE 2. Scope of Work.

All work in the contract documents called for by the Contractor. 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".

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.

ARTICLE 4. Payment.

The City agrees to pay the Contractor – Thirty two thousand and 00/100- dollars ($32,000.00). For payment invoices must be submitted to the City in compliance with the City of West Lafayette's procedures per the payment instructions in the City Standard General Conditions.

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. In the event litigation is commenced to enforce any term or condition of this contract, the prevailing party shall be entitled to reasonable costs of litigation including a reasonable attorney fee.

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:

(Name)

CEO

(Title)

Atlas Excavating, Inc.

CITY OF WEST LAFAYETTE
BOARD OF PUBLIC WORKS
AND SAFETY

John R. Dennis, Mayor

Sana G. Booker

Bradley W. Marley

Jonathan C. Speaker

Elizabeth M. Stull

ATTEST:

Judith C. Rhodes, Clerk-Treasurer