AGREEMENT FORM

2011 CDBG METAL FAÇADE REMOVAL AT 308 WEST STATE STREET, WEST LAFAYETTE, IN PROJECT

This agreement, made this **3rd** day of **October, 2011** at West Lafayette, Indiana, by and between the Board of Public Works and Safety for the City of West Lafayette, Indiana (hereinafter referred to as the "City"), DK Construction, Inc. (hereinafter referred to as the "Contractor"), and Southworth Building, LLC (hereinafter referred to as the "Owner", meaning the owner of the building located at 308 West State Street, West Lafayette, IN 47906).

The City has followed the Code of Federal Regulations part 24CFR85.36 pertaining to procurement. Additionally, the City and Owner agree upon the selection of the Contractor and that the Contractor awarded this project was the lowest responsive and responsible firm that submitted a proposal.

WITNESSETH:

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

Article 1: SCOPE OF WORK

The Contractor shall furnish all labor and tools and equipment and do all things required for complete removal of the metal façade and all related fasteners and hardware from the building located at 308 W. State Street, West Lafayette, IN 47906. All material removed from the building becomes the property of the Contractor and is to be taken away from the site by the contractor for disposal and/or recycling.

No additional work to the façade of this building will take place under this agreement. The Owner shall hold harmless the City for any findings on the building once the metal and fasteners are removed as well as any damage of any nature to the building.

Article 2: PAYMENT

The City shall pay to the Contractor, in full and complete payment for all performance of the Contract, in current funds the estimated sum of **$6,180.00 (six thousand one hundred eighty dollars and zero cents**) defined as the contract price, and computed from the Contractors Bid included herein. Variance from the estimated plan quantities will be done by change order for any additions or deletions to the contract as determined by the work and approved by the West Lafayette Board of Public Works and Safety.

Said contract price shall be paid to the Contractor in installments in the manner provided in, and under conditions of, the General Conditions.

If litigation is commenced to enforce any term of this contract, the prevailing party is entitled to receive litigation costs including reasonable attorney fees.

Article 3: CONTRACT DOCUMENTS

The contract documents include this agreement, current wage rate table, and the Contractor's certification of insurance, together with Contractor's proposal, and photo of the building with metal façade installed.

Said documents are hereby incorporated into and made a part of this agreement the same as if herein fully set forth.

Article 4: SEVERANCE

The intent of the parties is that this agreement is 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.

It is understood and agreed that partial payments may be made for the mutual convenience of the City and Contractor but shall not be construed as the City's acceptance of a part or portion of the work.

Article 5: RECORDS

The Contractor will maintain proper records for review by the City.

Article 6: DATE OF COMPLETION

The Contractor agrees that he will have the work contained in this contract completed by **October 23, 2011**, barring any unforeseen delays due to weather.

IN WITNESS **WHEREOF** we have set our hands the day and year first above written.

CONTRACTOR:

Darin Kuns
DK Construction, Inc.

OWNER:

Patricia Lilly
Southworth Building, LLC

BOARD OF PUBLIC WORKS AND SAFETY

John R. Dennis, Mayor

Sana G. Booker, Member

Bradley W. Marley, Member

Jonathan C. Speaker, Member

Elizabeth M. Stull, Member

ATTEST:

Judith C. Rhodes, Clerk-Treasurer

EMPLOYMENT ELIGIBILITY VERIFICATION

STATE OF INDIANA)
) SS:
Tippecanoe COUNTY)

The Contractor affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

The Contractor shall require his/her/its subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The City may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the City.

Dated this 28th day of Sept., 2011

D-K Construction Inc
Contractor/Bidder (Firm)

Darin W. Kuns
Signature of Contractor/Bidder or Its Agent

Darin W. Kuns - Estimator
Printed Name and Title

DEBORAH J. KERVIN
NOTARY PUBLIC
SEAL
STATE OF INDIANA
MY COMMISSION EXPIRES 2/16/17

Subscribed and sworn to before me this 28th day of September, 2011

My Commission Expires Feb. 16, 2017

Deborah J. Kervin
Notary Public

County of Residence Tippecanoe