

**AGREEMENT**  
**City of West Lafayette**  
**Wabash Landing Parking Garage**  
**Inspection and Maintenance**

This agreement made the 15<sup>th</sup> day of May, 2013 at West Lafayette, Indiana by and between the Redevelopment Commission for the City of West Lafayette, Indiana (hereinafter referred to as the "City") and LINK Management, Inc. (hereinafter referred to as the "Owner's Representative".)

**WITNESSETH:**

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

**Article 1: SCOPE OF WORK**

The Owner's Representative shall furnish all provide all services as described in the proposal dated March 19, 2013.

**Article 2: PAYMENT**

The City shall pay to the Owner's Representative, in full and complete payment for all performance of the Contract, in current funds; the estimated sum of \$8,446.00 (eight thousand four hundred forty six dollars) defined as the contract price. Any additions or deletions to the contract will be done by change order approved by the City.

**Article 3: CONTRACT DOCUMENTS**

The contract documents include this agreement, the Owner's Representative proposal, and certification of insurance. 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.

**Article 5: RECORDS**

The Owner's Representative 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 August 10, 2013.

Article 7: INSURANCE

During the Project, Owner's Representative shall maintain policies of insurance for Workers' Compensation for Indiana statutory limits and general liability insurance with limits of \$1,000,000 or more. Each such policy shall: (a) be written by a company reasonably acceptable to City; and (b) provide that it shall not be modified or canceled without written notice to City at least 30 days in advance. The policy of general liability insurance required by this Section to be maintained by the Owner's Representative shall name the City as an additional insured. The Owner's Representative shall deliver to the City certificates of the insurance policies required by this Section, executed by the insurance company or the general agency writing such policies.

Article 8: INDEMNITY AND HOLD HARMLESS AGREEMENT.

The City shall be indemnified, held harmless, and defended by Owner's Representative for any claims whatsoever arising out of, as a result of, or in connection with the work performed by Owner's Representative including, but not limited to:

- (i) injury to, or death of, persons or loss of, or damage to, property, suffered in connection with performance of any work on the project site by Owner's Representative or any party acting by, under, through, or on behalf of Owner's Representative;
- (ii) the negligence or willful misconduct of Owner's Representative or any party acting by, under, through, or on behalf of Owner's Representative; or
- (iii) the breach by Owner's Representative of any term or condition of this Agreement;

Further, Owner's Representative shall be responsible for obtaining or maintaining any permits required by any governmental or public or private administrative body, whatever it may be, in connection with the services set out in Article 1. Owner's Representative shall be required to ensure that the company, and its operations in connection with the services set out in Article 1, conform to any applicable statutes, regulation, ordinances, treaties, rules of common law, or other law.

Article 9: PREVAILING PARTY – ATTORNEY FEES

Notwithstanding any term or condition in this Contract to the contrary, in the event litigation is commenced to enforce any term or condition of this Contract, the prevailing party shall be entitled to costs and expenses of litigation including a reasonable attorney fee.

Article 10: ENGAGING IN ACTIVITIES WITH IRAN

By signing this Contract, Owner's Representative certifies that it is not engaged in investment activities in the country of Iran as set forth in I.C. 5-22-16.5.

Article 11: E-VERIFY

Owner's Representative shall comply with E-Verify Program as follows:

- a. Pursuant to IC 22-5-1.7, Owner's Representative shall enroll in and verify the work eligibility status of all newly hired employees of Owner's Representative through the E-Verify Program ("Program"). Owner's Representative is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.
- b. Owner's Representative and its Agents shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Owner's Representative or its Agents subsequently learns is an unauthorized alien. If Owner's Representative violates this Section 9(b), the City shall require Owner's Representative to remedy the violation not later than thirty (30) days after the City notifies Owner's Representative. If Owner's Representative fails to remedy the violation within the thirty (30) day period, the City shall terminate the contract for breach of contract. If the City terminates the contract, Owner's Representative shall, in addition to any other contractual remedies, be liable to the City for actual damages. There is a rebuttable presumption that Owner's Representative did not knowingly employ an unauthorized alien if Owner's Representative verified the work eligibility status of the employee through the Program.
- c. If Owner's Representative employs or contracts with an unauthorized alien but the City determines that terminating the contract would be detrimental to the public interest or public property, the City may allow the contract to remain in effect until the City procures a new Owner's Representative.
- d. Owner's Representative shall, prior to performing any work, require each Agent to certify to Owner's Representative that the Agent does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Owner's Representative shall maintain on file a certification from each Agent throughout the duration of the Project. If Owner's Representative determines that a Agent is in violation of this Section 7(d), Owner's Representative may terminate its contract with the Agent for such violation. Such termination may not be considered a breach of contract by Owner's Representative or the Agent.

- e. By its signature below, Owner's Representative swears or affirms that it i) has enrolled and is participating in the E-Verify program, ii) has provided documentation to the City that it has enrolled and is participating in the E-Verify program, and iii) does not knowingly employ an unauthorized alien.

Article 12: NON-DISCRIMINATION

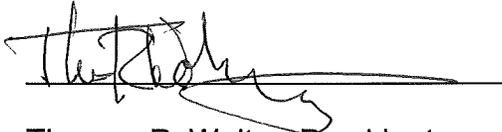
Owner's Representative agrees:

- a. That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no Agent, or subcontractor, nor any person acting on behalf of such Agent or subcontractor, shall, by reason of race, religion, color, sex, national origin, or ancestry, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates;
- b. That no Agent, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin, or ancestry;
- c. That the City may deduct from the amount payable to the Owner's Representative a penalty of five dollars (\$5.00) for each person for each calendar day during the which such person was discriminated against or intimidated in violation of the provisions of this Agreement;
- d. If there is a second or any subsequent violation of the terms or conditions of this section, then this Agreement may be cancelled or terminated by the City and all money due or to become due hereunder will be forfeited.

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

Owner's Representative:

WEST LAFAYETTE REDEVELOPMENT  
COMMISSION



Thomas R. Walter, President  
LINK Management Inc.

BY: \_\_\_\_\_

Lawrence T. Oates, President

Attest:

\_\_\_\_\_

Linda M. Sorensen, Secretary

**CITY OF WEST LAFAYETTE  
EMPLOYMENT ELIGIBILITY VERIFICATION**

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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 7th day of MAY, 2013

LINK MANAGEMENT INC  
Contractor/Bidder (Firm)  
[Signature]  
Signature of Contractor/Bidder or Its Agent  
THOMAS R. WALTER  
Printed Name and Title

Subscribed and sworn to before me this 7th day of MAY, 2013

My Commission Expires 09/06/14 [Signature]  
Notary Public

County of Residence TIPPECANOE

CITY OF WEST LAFAYETTE  
NON-COLLUSION AFFIRMATION

STATE OF INDIANA

COUNTY OF: TIPPECANOE } SS:

The undersigned offeror or agent, duly swears, under penalties for perjury, that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

LINK MANAGEMENT INC.  
Offeror (Firm)  
[Signature]  
Signature of Offeror or Agent

Before me, a Notary Public in and for said County and State personally appeared,  
THOMAS R. WALTER, who acknowledged the truth of the  
statements in the foregoing affirmation on this 7th day of MAY, 20 13.

My Commission Expires:  
09/06/14

Julie McKinsey  
(written) Notary Public  
JULIE AMCKINSEY  
(printed)  
County of Residence: TIPPECANOE