

AGREEMENT FOR CONTRACTOR SERVICES

THIS AGREEMENT FOR CONTRACTOR SERVICES (“Agreement”) is hereby made and entered into by and between the Town of Whitestown, Indiana, by and through its Town Council (hereinafter “TOWN”), and Alt Construction, LLC (hereinafter “Contractor”).

RECITALS

WHEREAS, the Greater Indiana Chamber of Commerce (“Recipient”) received a grant under the State of Indiana’s Regional Economic Acceleration and Development Initiative (“READI Grant”) from the Indiana Economic Development Corporation (the “IEDC”); and

WHEREAS on or about the 1st day of May, 2024, the Town entered into a Subrecipient Agreement with the Recipient in order for the Town to act as the Subrecipient under the READI Grant, and to be able to provide certain services related to the READI Grant at the request of the Recipient; and

WHEREAS, the grant funds used for the READI program by the State of Indiana are pass through federal monies granted from Coronavirus State and Local Fiscal Recovery Funds, a part of the American Rescue Plan Act; and

WHEREAS, the Subrecipient Agreement requires the Town to comply with certain provisions and requirements when selecting Vendors and Contractors to perform services or to purchase property and equipment with READI Grant funds; and

WHEREAS, pursuant to the terms of the Subrecipient Agreement, the Town solicited bids on behalf of the 180 Makeover initiative, a flagship program of the 180 Alliance for READI 1.0 funding, for a project awarded thereunder on behalf of Hattie’s Coffee House + The Daily Grind (“Project”); and

WHEREAS, in accordance with 2 CFR 200.327 and in order to conform with the terms of the Subrecipient Agreement, when soliciting quotes and making the award for Services related to the Project under this Agreement, the Town asserts that all contracts must contain and comply with the provisions set forth under 2 C.F.R. Pt. 200, App. II, attached hereto and incorporated herein as Exhibit A, as well as compliance with the applicable Indiana Public Works bidding statutes found at IC 36-1-12-4.7.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and conditions set forth herein, TOWN and Contractor mutually agree as follows:

SECTION 1. INCORPORATION OF RECITALS

The foregoing Recitals are hereby incorporated into this Agreement and made a part hereof.

SECTION 2. SCOPE OF SERVICES

- 2.1 TOWN desires to engage Contractor as an independent contractor for the services set forth in the invitation to bid the General Contractor (“Services”), as issued by the Town on July 22, 2024, and attached hereto and incorporated herein by this reference as Exhibit B (“Bid Documents”).
- 2.2 Contractor understands and agrees that TOWN may, from time to time, request Contractor to provide additional or modified Services to TOWN as it relates to the Project. When TOWN desires additional Services from Contractor, the TOWN shall notify Contractor of such additional Services desired, as well as the time frame in which same are to be provided. Only after TOWN has approved Contractor’s time and cost estimate for the provision of such additional Services, has encumbered sufficient monies to pay for same, and has authorized Contractor, in writing, to provide such additional Services, shall such Services be provided by Contractor to TOWN. A copy of the TOWN’s authorization documents for the purchase of additional Services shall be numbered and attached hereto in the order in which they are approved by TOWN.
- 2.3 Time is of the essence of this Agreement.

SECTION 3. TOWN RESPONSIBILITIES

- 3.1 TOWN shall provide such information as is reasonably necessary for Contractor to understand the Services requested.
- 3.2 TOWN shall provide all data required for provision of Services. Contractor may assume that all data so provided is correct and complete.
- 3.4 TOWN shall designate payment of the Services through a request from the State
- 3.5 TOWN shall designate its Town Manager or her duly authorized representative to act on TOWN’s behalf on all matters regarding the Services.

SECTION 4. CONTRACTOR'S RESPONSIBILITIES

- 4.1 Contractor shall perform the Services pursuant to the terms of this Agreement and within any applicable time and cost estimate.
- 4.2 Contractor shall coordinate with TOWN and Hattie’s Coffee House + The Daily Grind for its performance of the Services for the Project.
- 4.3 Contractor shall provide the Services by following and applying at all times reasonable and lawful standards as accepted in the industry.
- 4.4 Contractor shall submit requests for payment to the TOWN and understands this Project is part of the 180 Makeover program that is a federal funded program (APRA), is reimbursement based, and does not utilize Town funds. Upon a request for payment by the Contractor, Town will submit a request for payment from the State of Indiana.
- 4.5 In addition to submitting an invoice to the Town, Contractor shall submit photos of work performed in alignment with each invoice.

SECTION 5. COMPENSATION

- 5.1 Contractor estimates that the total price for the Services to be provided hereunder shall be no more than Seventy Eight Thousand, Five Hundred and Ninety-Eight Dollars and Sixty-Eight Cents (\$78,598.68) (the "Estimate"). Contractor shall submit an invoice to TOWN no more than once every thirty (30) days for Services provided during the time period encompassed by such invoice. Invoices shall be submitted on a form containing the same information as is contained on the Contractor Services Invoice attached hereto as Exhibit C, incorporated herein by this reference. After receipt of such invoice, TOWN shall submit a request for payment from the State. TOWN shall not be subject to any late fees, service charges, or interest charged by the Contractor.
- 5.2 Contractor agrees not to provide any Services that would cause the total cost of same to exceed the Estimate, without TOWN's prior written consent.

SECTION 6. TERM

Unless otherwise terminated in accordance with the termination provisions set forth in Section 7.1 hereinbelow, this Agreement shall be in effect from the Effective Date until the Services for the Project are completed to the satisfaction of the Town, this Agreement, and Boone EDC.

SECTION 7. MISCELLANEOUS

7.1 Termination.

- 7.1.1 The obligation to provide all or any portion of the Services under this Agreement may be terminated by TOWN, without cause, upon thirty (30) days' notice.
- 7.1.2 The obligation to provide all or any portion of the Services under this Agreement may be terminated by TOWN, for cause, immediately upon Contractor's receipt of TOWN's "Notice To Cease Services."
- 7.1.3 In the event of full or partial Agreement termination, and as full and complete compensation hereunder, Contractor shall be paid for all such Services rendered and expenses incurred as of the date of termination that are not in dispute, except that such payment amount shall not exceed the Estimate and must be invoiced to Town as set forth Section 5.1 above. Disputed compensation amounts shall be resolved as allowed by law.

7.2 Binding Effect.

TOWN and Contractor, and their respective officers, officials, agents, partners and successors in interest are bound to the other as to all Agreement terms, conditions and obligations.

7.3 No Third Party Beneficiaries.

Nothing contained herein shall be construed to give rights or benefits to anyone other than the parties hereto.

7.4 Relationship.

The relationship of the parties hereto shall be as provided for in this Agreement, and neither Contractor nor any of its agents, employees or contractors are TOWN employees. Contractor shall have the sole responsibility to pay to or for its agents, employees and contractors all federal and state statutory, contractual and other benefits and/or obligations as they become due. Contractor hereby warrants and indemnifies TOWN for and from any and all costs, fees, expenses and/or damages incurred by TOWN as a result of any claim for wages, benefits or otherwise by any agent, employee or contractor of Contractor regarding or related to the subject matter of this Agreement. This indemnification obligation shall survive the termination of this Agreement.

7.5 Insurance.

Contractor shall procure and maintain with an insurer licensed to do business in the State of Indiana such insurance as is necessary for the protection of TOWN and Contractor from all claims under workers' compensation, occupational disease and/or unemployment compensation acts, because of errors and omissions, because of bodily injury, including, but not limited to, the personal injury, sickness, disease, or death of any of Contractor's employees, agents or contractors and/or because of any injury to or destruction of property, including, but not limited to, any loss of use resulting therefrom. The coverage amounts shall be no less than those amounts set forth within the bid documents as set forth on page 7 of the attached Exhibit B. Such insurance policies shall not be canceled without thirty (30) days' prior written notice to TOWN.

7.6 Liens.

Contractor shall not cause or permit the filing of any lien on any of TOWN's property. In the event such a lien is filed and Contractor fails to remove it within ten (10) days after the date of filing, TOWN shall have the right to pay or bond over such lien at Contractor's sole cost and expense.

7.7 Default.

In the event Contractor: (a) repudiates, breaches or defaults under any of the terms or conditions of this Agreement, including Contractor's warranties; (b) fails to perform the Services as specified; (c) fails to make progress so as to endanger timely and proper completion of the Services and does not correct such failure or breach within five (5) business days after receipt of notice from TOWN specifying same; or (d) becomes insolvent, files, or has filed against it, a petition for receivership, makes a general assignment for the benefit of creditors or dissolves, each such event constituting an event of default hereunder, TOWN shall have the right to terminate all or any part of this Agreement, without liability to Contractor and to exercise any other rights or remedies available to it at law or in equity.

7.8 Government Compliance.

Contractor agrees to comply with all laws, executive orders, rules and regulations applicable to Contractor's performance of its obligations under this Agreement, all relevant provisions of which being hereby incorporated herein by this reference, to keep all of Contractor's required Contractor licenses and certifications valid and current, and to indemnify and hold harmless TOWN from any and all losses, damages, costs, liabilities, damages, costs and attorney fees resulting from any failure by Contractor to do so. This indemnification obligation shall survive the termination of this Agreement.

7.9 Indemnification.

7.9.1 Contractor shall indemnify and hold harmless TOWN and its officers, officials, attorneys, and employees and agents from all losses, liabilities, claims, judgments and liens, including but not limited to all damages, costs, expenses and attorney fees arising out of any intentional or negligent act or omission of Contractor and/or any of its employees, agents or contractors in the performance of this Agreement. This indemnification obligation shall survive the termination of this Agreement.

7.9.2 Any obligation TOWN has to indemnify Contractor shall be limited by state and federal statutes and constitutional provisions designed to protect the exposure and liability of TOWN as an instrumentality of the State of Indiana or otherwise (e.g., actions and conditions as to which TOWN is immunized by the Indiana Tort Claims Act, dollar limits stated in such Act, exemption from punitive damages, the Eleventh Amendment, and the continued ability to defeat a claim by reason of contributory negligence or fault of a claimant), so that TOWN's liability to indemnify, defend, and hold harmless hereunder shall not in any case exceed what might have been its liability to a claimant had TOWN been sued directly by the claimant in Indiana and all appropriate defenses had been raised by TOWN, and provided further, in no event shall TOWN's obligation to indemnify hereunder exceed the value of the consideration paid by TOWN under this Agreement.

7.10 Discrimination Prohibition.

Contractor represents and warrants that it and each of its employees, agents and sub-contractors shall comply with all existing and future laws prohibiting discrimination against any employee, applicant for employment and/or other person in the subcontracting of work and/or in the performance of any Services contemplated by this Agreement with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, subcontracting or work performance hereunder because of race, religion, color, sex, handicap, national origin, ancestry, age, disabled veteran status or Vietnam era veteran status. This indemnification obligation shall survive the termination of this Agreement.

7.11 E-Verify

Pursuant to I.C. § 22-5-1.7 et seq., Contractor shall enroll in and verify the work eligibility status of all of its newly-hired employees using the E-Verify program, if it has not already done so as of the date of this Agreement. Contractor is further required to execute the attached Affidavit, herein referred to as Exhibit D, which is an Affidavit affirming that: (i) Contractor is enrolled and is participating in the E-verify program, and (ii) Contractor does not knowingly employ any unauthorized aliens. This Addendum incorporates by reference, and in its entirety, attached Exhibit D. In support of the Affidavit, Contractor shall provide the Town with documentation that it has enrolled and is participating in the E-Verify program. This Agreement shall not take effect until said Affidavit is signed by Contractor and delivered to the Town's authorized representative.

Should Contractor subcontract for the performance of any work under this Addendum, the Contractor shall require any subcontractor(s) to certify by affidavit that: (i) the subcontractor does not knowingly employ or contract with any unauthorized aliens, and (ii) the subcontractor has enrolled and is participating in the E-verify program. Contractor shall maintain a copy of such certification for the duration of the term of any subcontract. Contractor shall also deliver a copy of the certification to the Town within seven (7) days of the effective date of the subcontract.

If Contractor, or any subcontractor of Contractor, knowingly employs or contracts with any unauthorized aliens, or retains an employee or contract with a person that the Contractor or subcontractor subsequently learns is an unauthorized alien, Contractor shall terminate the employment of or contract with the unauthorized alien within thirty (30) days ("Cure Period").

Should the Contractor or any subcontractor of Contractor fail to cure within the Cure Period, the Town has the right to terminate this Agreement without consequence. The E-Verify requirements of this Agreement will not apply, should the E-Verify program cease to exist.

7.12 Severability.

If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, that provision shall be stricken, and all other provisions of this Agreement that can operate independently of same shall continue in full force and effect.

7.13 Notice.

Any notice, invoice, order or other correspondence required or allowed to be sent pursuant to this Agreement shall be written and either hand-delivered or sent by prepaid U.S. certified mail, return receipt requested, addressed to the parties as follows:

TOWN:

If to TOWN:

TOWN OF WHITESTOWN
Sri Venugopalan, P.E.
Town Engineer
6210 Veterans Drive
Whitestown, Indiana 46075
svenugopalan@whitestown.in.gov

AND

BOONE EDC
Molly Whitehead CEO
molly@betterinboone.org

CONTRACTOR:

Alt Construction, LLC
10650 Bennett Parkway
Suite 200
Zionsville, IN 46077
(317)253-1251

Notwithstanding the above, TOWN may orally provide to Contractor any notice required or permitted by this Agreement, provided that such notice shall also then be sent as required by this paragraph within ten (10) business days from the date of such oral notice.

7.14 Effective Date.

The effective date ("Effective Date") of this Agreement shall be the date on which the last of the parties hereto executes same.

7.15 Governing Law; Lawsuits.

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, except for its conflict of laws provisions, as well as by all ordinances and codes of the Town of Whitestown, Indiana. The parties agree that, in the event a lawsuit is filed hereunder, they waive any right to a jury trial they may have, agree to file such lawsuit in an appropriate court in Boone County, Indiana only, and agree that such court is the appropriate venue for and has jurisdiction over same.

7.16 Waiver.

Any delay or inaction on the part of either party in exercising or pursuing its rights and/or remedies hereunder or under law shall not operate to waive any such rights and/or remedies nor in any way affect the rights of such party to require such performance at any time thereafter.

7.17 Non-Assignment.

Contractor shall not assign or pledge this Agreement nor delegate its obligations hereunder without TOWN's prior written consent.

7.18 Entire Agreement.

This Agreement contains the entire agreement of and between the parties hereto with respect to the subject matter hereof, and no prior agreement, understanding or representation pertaining to such subject matter, written or oral, shall be effective for any purpose. No provision of this Agreement may be amended, added to or subtracted from except by an agreement in writing signed by both parties hereto and/or their respective successors in interest. To the extent any provision contained in this Agreement conflicts with any provision contained in any exhibit attached hereto, the provision contained in this Agreement shall prevail.

7.19 Representation and Warranties.

Each party hereto represents and warrants that it is authorized to enter into this Agreement and that any person or entity executing this Agreement on behalf of such party has the authority to bind such party or the party which they represent, as the case may be.

7.20 Headings.

All headings and sections of this Agreement are inserted for convenience only and do not form a part of this Agreement nor limit, expand or otherwise alter the meaning of any provision hereof.

7.21 Advice of Counsel.

The parties warrant that they have read this Agreement and fully understand it, have had an opportunity to obtain the advice and assistance of counsel throughout the negotiation of same, and enter into same freely, voluntarily, and without any duress, undue influence or coercion.

7.22 Additional Provisions

7.22.1 Registration. Contractor must be registered and remain in compliance with 2 CFR Part 25, requiring registration in the Federal System for Award Management (SAM.gov) as amended from time to time, and 2 CFR Part 170, requiring reporting of a subaward and executive compensation information, as amended from time to time.

7.22.2 Minority and Woman Business Preferences. If Contractor intends to let any subcontracts for a portion of the work, Contractor must take all necessary affirmative steps to assure that minority businesses, women business enterprises, and labor surplus area firms are used when possible and as set forth on page 4 of the Bid Documents. (See attached, Exhibit B.)

7.22.3 America First Preferences. The Contractor should purchase, acquire, and use, if at all practicable, goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products.)(See attached, page 4, Exhibit B).

7.22.4 Compliance with 2 CFR 200.327. In accordance with 2 CFR 200.327, the Contractor and TOWN agrees to comply with all provisions of 2 C.F.R. App II, Part 200- Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, a copy of which is attached and incorporated herein as Exhibit A.

7.22.5 Solid Waste Disposal Act. Contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and as more particularly described on page 4 of the Bid Documents. (See attached, Exhibit B).

7.22.6 Site Access. Contractors shall provide full cooperation and access to its project sites and relevant documentation to the IMPO, IEDC, or its authorized designees for on-site or off-site monitoring review of the Project during the term of the contract and for up to ninety (90) days after it expires, or is otherwise terminated pursuant to Section 7 of this Agreement.

7.22.7 Telephone Solicitation. The Contractor and any principals of the Contractor affirms that, except for de minimis and nonsystematic violations, it has not violated the terms of IC 24-4.7-*et.seq.* (Telephone Solicitation of Consumers); IC 24-5-12-*et.seq.* (Telephone Solicitations); or IC 24-5-14-*et.seq.* (Regulation of Automatic Dialing Machines); in the previous three hundred sixty-five (365) days, even if IC 24-4.7-*et.seq.* is preempted by federal law, all as amended from time to time; and that the contractor will not violate the terms of IC 24-4.7-*et.seq.* for the duration of the contract, even if IC 24-4.7-*et.seq.* is preempted by federal law as amended from time to time.

7.22.8. Information Technology. Any information technology related products or services purchased, used, or maintained through this Project must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the Federal Rehabilitation Act of 1973 (29USC 794d), as amended from time to time. The federal Electronic and Information Technology Accessibility Standards can be found at: <https://www.access-board.gov/ict.html>.

7.22.9 Federal Equal Employment Opportunity. During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include language identical to this Section 7.22.9, including paragraphs (1) through (8) herein, in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. *Provided*, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Town further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work, *provided*, that the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Town agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Town further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with any Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Town and Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

7.23 Personnel.

Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with TOWN. All of the services required hereunder will be performed by Contractor or under his supervision and all personnel engaged in the work shall be fully qualified to perform such services.

7.24 Records and Inspections

Contractor shall maintain full and accurate records with respect to all matters covered under this agreement for three (3) years after the expiration or early termination of this agreement. TOWN shall have free access at all proper times to such records and the right to examine and audit the same and to make transcripts there from, and to inspect all program data, documents, proceedings and activities.

7.25 Accomplishment of Project

Contractor shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws. In accomplishing the project, Contractor shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work being carried on within TOWN's organization.

7.26 Debarment And Suspension

7.26.1 The Contractor certifies and affirms that by entering into this Agreement that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term “principal” for purposes of this Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

7.26.2 The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall provide the Owner, the Town, and IMPO with information required to certify and verify the suspension and debarment status for all subcontractors, vendors or other lower tier subrecipients under this Agreement. The Contractor shall immediately notify the TOWN and IMPO if any subcontractor becomes debarred or suspended, and shall, at the TOWN’s request, take all steps required by the TOWN and IEDC to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

7.27 Access to Public Records Act

Contractor understands and agrees that any “public record”, as that term is defined in Indiana Code 5-14-3-2(m), as amended, that is related to the subject matter of this Agreement, whether the same is in the possession or control of the Contractor or the Town, shall be subject to release under and pursuant to the provisions of Indiana’s Access to Public Records Act, as codified in Indiana Code 5-14-3-1, et seq., as amended.

7.28 Iran Certification.

Pursuant to I.C. § 5-22-16.5, the Consultant shall certify that, in signing this document, it does not engage in investment activities within the Country of Iran.

7.29 Job Site Safety.

Neither the Contractor activities or the Contractor, nor the presence of the Contractor or its employees and subconsultants at a construction/project site, shall relieve the general contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Contractor and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as follows:

ALT CONSTRUCTION, LLC

BY:

Authorized Signature: _____

Printed Name: _____

Title: _____

FID/TIN: _____

Last Four of SSN if Sole Proprietor: _____

Date: _____

APPROVED by the Town Council of the Town of Whitestown, Indiana, this _____ day of _____, 2024, by a vote of ____ in favor and ____ against.

THE TOWN COUNCIL OF THE TOWN OF WHITESTOWN, INDIANA

Dan Patterson, President

Eric Nicols, Vice President

Cheryl Hancock

Tobe Thomas

Courtenay Smock

ATTEST:

Matt Sumner, Clerk-Treasurer

EXHIBIT A

2 C.F.R. Pt. 200, App. II

EXHIBIT B
CONTRACTOR
SERVICES/BID
DOCUMENTS

EXHIBIT C Invoice

Date:

Name of Company:

Address & Zip:

Telephone No.:

Fax No.:

Project Name: _____

Invoice No. _____

Purchase Order No: _____

| | | | Goods | Services | |
|---------------------------------|-----------------------------|---|---------------|--------------------------|-------|
| Person Providing Goods/Services | Date Goods/Service Provided | Goods/Services Provided (Describe each good/service separately and in detail) | Cost Per Item | Hourly Rate/Hours Worked | Total |
| | | | | | |
| | | <i>GRAND TOTAL</i> | | | |

Signature

Printed Name

EXHIBIT D

E-VERIFY AFFIDAVIT OF CONTRACTOR

_____, being first duly sworn, deposes and says that he/she is familiar with and has personal knowledge of the facts herein and, if called as a witness in this matter, could testify as follows:

1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.
2. I am now and at all times relevant herein have been employed by Alt Construction, LLC (the "Employer") in the position of _____.
3. I am familiar with the employment policies, practices, and procedures of the Employer and have the authority to act on behalf of the Employer.
4. The Employer is enrolled and participates in the federal E-Verify program and has provided documentation of such enrollment and participation to the Town of Whitestown, Indiana.
5. The Company does not knowingly employ any unauthorized aliens and/or undocumented persons.

FURTHER AFFIANT SAYETH NOT.

EXECUTED on the ____ day of _____, 2024.

Printed: _____

I certify under the penalties for perjury under the laws of the United States of America and the State of Indiana that the foregoing factual statements and representations are true and correct.

Printed Name:
