

## **CONTRACTOR AGREEMENT**

This Contractor Agreement (“Agreement”), made and commencing this 6<sup>th</sup> day of March, 2025 (“Effective Date”), at the Town of Jamestown, Indiana, by and between the Town of Jamestown, Indiana (hereafter the “Town”) and Elite Pro Painting (hereafter the “Contractor”), is made upon the following terms:

### **ARTICLE 1: SCOPE OF WORK**

Contractor agrees to Painting work being done in the Municipal Building, (the “Work”) which is more completely described in the attached Estimate, which is incorporated herein as Exhibit A and, in performing the Work, Contractor shall furnish all labor, tools, and equipment necessary to complete the Work.

### **ARTICLE 2: PAYMENT**

The Town agrees to pay Contractor \$9000.00 for the Work with said payment being made by the Town to Contractor within Sixty (60) days of the completion of the Work.

### **ARTICLE 3: TERMINATION**

This Agreement may be terminated by either party with immediate effect upon written notice to the other in the event of a material breach of this Agreement by one party or the other.

This Agreement may be terminated by either party for any reason whatsoever, regardless of material breach, but this Agreement shall only terminate absent material breach fifteen (15) days after written notice is furnished to the other party.

### **ARTICLE 4: CONTRACT DOCUMENTS**

Exhibit A is attached hereto and fully incorporated into this Agreement.

### **ARTICLE 5: ENGAGING IN ACTIVITIES WITH IRAN**

By signing this Agreement, Contractor certifies that it is not engaged in investment activities in the country of Iran as set forth in Ind. Code § 5-22-16.5.

### **ARTICLE 6: E-VERIFY – USCIS FORM I-9**

Contractor shall comply with the following:

- a. Contractor certifies that it completes and maintains USCIS Form I-9 on all employees.
- b. Pursuant to IC § 22-5-1.7, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify Program (“Program”).

Contractor is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

c. Contractor and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Contractor or its subcontractors subsequently learns is an unauthorized alien. If Contractor violates this Section 9(b), the Town shall require Contractor to remedy the violation not later than thirty (30) days after the Town notifies Contractor. If Contractor fails to remedy the violation within the thirty (30) day period, the Town shall terminate this Agreement for breach of contract. If the Town terminates the Contract, Contractor shall, in addition to any other contractual remedies, be liable to the Town for actual damages. There is a rebuttable presumption that Contractor did not knowingly employ an unauthorized alien if Contractor verified the work eligibility status of the employee through the Program.

d. If Contractor employs or contracts with an unauthorized alien but the Town determines that terminating this Agreement would be detrimental to the public interest or public property, the Town may allow this Agreement to remain in effect until the Town procures a new contractor.

e. Contractor shall, prior to performing any work, require each subcontractor to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Contractor shall maintain on file a certification from each subcontractor throughout the duration of the Project. If Contractor determines that a subcontractor is in violation of this Section 7(d), Contractor may terminate its contract with the subcontractor for such violation. Such termination may not be considered a breach of contract by Contractor or the subcontractor.

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

## **ARTICLE 7: NON-DISCRIMINATION**

Contractor agrees that pursuant to Ind. Code § 22-9-1-10 and other applicable law, the Contractor represents that it and its subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to the employee's or applicant's hiring, tenure, terms, conditions or privileges of employment or any matter directly or indirectly relating to employment because of the employee's or applicant's race, color, creed, religion, ancestry, national origin, sex, disability, age, familial status, status with regard to public assistance, and veteran status.

## **ARTICLE 8: INSURANCE**

Contractor shall obtain insurance not less than the amounts contained herein:

- i. Commercial General Liability (Occurrence Basis)

Bodily injury, personal injury, property damage, contractual liability,  
product/completed operations:

Each Occurrence Limit:	\$1,000,000.00
Damage to Rented Premises:	\$100,000.00 (each occurrence)
Medical Expense Limit:	\$5,000.00
Personal and Advertising Injury Limit:	\$500,000.00
General Aggregate Limit	\$2,000,000.00 (other than Products Completed Operations)

NOTE: GENERAL AGGREGATE APPLY PER PROJECT

ii.	Auto Liability	\$1,000,000.00 (combined single limit) (owned, hired & non-owned)
iii.	Excess/Umbrella Liability	\$1,000,000.00 (each occurrence and aggregate)
iv.	Worker's Compensation	Statutory
v.	Employer's Liability	
	Bodily Injury Accident	\$100,000.00 (each accident)
	Bodily Injury by Disease	\$100,000.00 (each employee)
	Bodily injury by Disease	\$500,000.00 (policy limit)

Certificates of Insurance, naming the Town as an "additional insured," showing such coverage then in force shall be provided to the Town within fifteen (15) days of the execution of this Agreement or before the commencement of the Work, whichever is sooner.

The coverages required under this Agreement shall not be cancelled or not renewed by Contractor without the express written approval of the Town.

## **ARTICLE 9: NON-COLLUSION**

The undersigned offeror or agent of Contractor, being duly sworn on oath, says that he or she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him or her, 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.

## **ARTICLE 10: RECORDS**

Contractor will maintain proper records for review by the Town. Contractor will make all records available to the Town within five (5) business days of the request.

#### **ARTICLE 11: INDEMNIFICATION**

Contractor agrees to indemnify, defend, and hold harmless the Town and its officers, agents, officials, and employees from and against any and all third-party claims, actions, causes of action, judgments and liens, to the extent they arise out of the negligent or wrongful acts or omissions or breach of any provision of this Agreement by Contractor or any of its officers, agents, employees, or subcontractors.

The Town agrees to indemnify, defend, and hold harmless Contractor and its owners, officers, agents, officials, employees from and against any and all third-party claims, actions, causes of action, judgments and liens, to the extent they arise out of the negligent or wrongful acts or omissions or breach of any provision of this Agreement by the Town or any of its officers, agents, employees, or subcontractors.

#### **ARTICLE 12: MECHANIC'S LIEN**

Contractor acknowledges and agrees that neither Contractor nor its subcontractors have the right to file for mechanic's lien or any other kind of lien in relation to the Services. Contractor agrees to give actual notice to any subcontractors or suppliers of goods, labor, or services that such liens are invalid. Contractor further agrees to take the additional steps necessary to ensure that any real property impacted by the Work remains free and clear of all liens that may result from the Work.

#### **ARTICLE 13: MISCELLANEOUS PROVISIONS**

a. Amendments. Any revision or modification to this Agreement shall only be made by written amendment signed by both the Town and Contractor.

b. Attorney Fees – Prevailing Party. Notwithstanding any term or condition in this Agreement 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 costs and expenses of litigation including a reasonable attorney fee.

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

d. Supersedes Other Agreements. To the extent this Agreement contradicts Exhibit A or any other agreements between the Parties, this Agreement shall control. This Agreement, along with Exhibit A, shall supersede and replace all prior agreements and understandings, oral or written, between the Parties, regarding the Work contemplated herein and in Exhibit A.

e. Waiver. The Town's delay or inaction in pursuing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of the Town's rights or remedies.

f. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

g. Venue. The Town and Contractor expressly consent to the personal jurisdiction of the state and federal courts located in Boone County, Indiana for any lawsuit filed there arising from or related to this Agreement.

h. Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of fire, explosion, power blackout, natural disaster, strike, embargo, labor disputes, war, terrorism, acts of God, acts or decrees of governmental bodies or other causes beyond such party's reasonable control (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice, in writing, to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall immediately be suspended except for payment obligations with respect to services already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

i. Notice. Any notice required to be sent under this Agreement shall be sent by internationally recognized overnight courier, certified mail, facsimile, or other delivery method which provides confirmation of receipt and shall be directed to the persons and addresses specified below:

If to the Town, to: 421 East Main Street, Jamestown, Indiana 46147

If to Contractor, to: 383 Williams Ct, Avon IN, 46123

j. Interpretation of this Agreement. As the Town and Contractor have participated in the negotiation of this Agreement, there shall be, in the case of a disagreement over the meaning of terms, no presumption that one party drafted this Agreement and that it should be interpreted against the interests of such party. Rather, this Agreement shall be construed according to its fair meaning and as having been drafted jointly by the Town and Contractor. To the extent anything in this Agreement is inconsistent with any of the attached Exhibit(s), this Agreement shall control.

IN WITNESS WHEREOF, the Town and Contractor have executed this Agreement as of the Effective Date.

**THE TOWN**

**The Town of Jamestown, Indiana**

By: \_\_\_\_\_  
Council Member

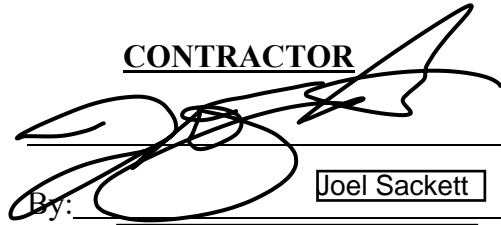
By: \_\_\_\_\_  
Council Member

By: \_\_\_\_\_  
Council Member

Attest:

By: \_\_\_\_\_  
Clerk/Treasurer

**CONTRACTOR**

  
By: \_\_\_\_\_  
Its: Commercial Sales Manager