

EXHIBIT A

CONTRACTOR AGREEMENT

This Contract Agreement (“Agreement”), made and commencing this 9th day of April, 2024 (“Effective Date”), at the Town of Jamestown, Indiana, by and between the Town of Jamestown, Indiana (hereafter the “Town”) and TJD Roofing & Exteriors LLC (hereafter the “Contractor”), is made upon the following terms:

WITNESSETH:

The Town is a subrecipient of funds distributed through the 180 Makeover Grant Fund. The 180 Makeover Grant Program is a transformative initiative to rejuvenate historic downtowns across Central Indiana. Said funds derive, in part, from the American Rescue Plan Act, Coronavirus State Fiscal Recovery Funds which are provided to the State of Indiana through the Indiana Economic Development Corporation (“IEDC”). As such, the Town and Contractor must comply with a variety of project-specific procurement requirements and other requirements, in addition to the Town’s standard contract requirements.

Thus, in consideration of the mutual covenants hereinafter set forth, the Town and Contractor agree as follows:

Article 1: SCOPE OF WORK

Contractor agrees to complete all work as described in Exhibit A (the “Work”) and, in doing so, shall furnish all labor, tools, and equipment necessary to accomplish the Work.

Article 2: PAYMENT

The Town shall pay to Contractor, in full and complete payment for all performance of the Contract, certain sums inclusive of all hours worked and reimbursable expenses, as agreed by the Town and Contractor as outlined in Exhibit B and made by claim to the Town.

Payment from the Town to Contractor shall be made within ninety (90) days from submission of a claim by Contractor or upon receipt of grant funds, whichever occurs first.

Article 3: CONTRACT DOCUMENTS

This Agreement incorporates the following documents: Proof of Required Insurance, E-Verify Affidavit, herein.

Article 4: PREVAILING PARTY – ATTORNEY FEES

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 the dispute resolution including a reasonable attorney fee.

Article 5: ENGAGING IN ACTIVITIES WITH IRAN

EXHIBIT A

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. Contractor and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a persona 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 the contract 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.
- c. If Contractor employs or contracts with an unauthorized alien by the Town determines that terminating the contract would be detrimental to the public interest or public property, the Town may allow the contract to remain in effect until the Town procures a new contractor.
- d. 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.
- e. 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. Contractor further stipulates that it has executed the E-Verify Affidavit, which is attached hereto as Exhibit C.

EXHIBIT A

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, sexual orientation, gender identity, gender expression, and veteran status.

Article 8: SMALL , MINORITY, AND WOMEN'S BUSINESSES

If Contractor intends to let any subcontracts for any portion of the Work, Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Contractor shall document any and all efforts to encourage participate said enterprises. Affirmative steps taken by Contractor must include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce.

Article 9: 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

EXHIBIT A

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 10: 2 CFR APPENDIX II TO PART 200

As required by 2 CFR 200.327, the Town and Contractor agree that 2 CFR Appendix II to Part 200, a copy of which has been attached hereto as Exhibit D, to the extent applicable, applies to this Agreement between the Town and Contractor as follows:

- a. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- b. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- c. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60,

EXHIBIT A

“Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

d. Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

e. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

f. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

g. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable

EXHIBIT A

standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

h. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

i. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

j. 2 CFR 200.323 – Procurement of Recovered Materials.

k. 2 CFR 200.216 – Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

l. 2 CFR 200.322 – Domestic Preferences for Procurements.

Article 11: SYSTEM FOR AWARD MANAGEMENT

To the extent Contractor is a first tier/prime contractor as defined under federal law, Contractor must register and remain in compliance with 2 CFR Part 25, which requires registration in the Federal System for Award Management, as amended from time to time, and shall be in compliance with 2 CFR Part 170, which requires reporting of subaward and executive compensation information, as amended from time to time.

Article 12: PROCUREMENT OF RECOVERED MATERIALS

Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

EXHIBIT A

Article 13: DOMESTIC PREFERENCES FOR PROCUREMENT

a. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

b. For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Article 14: PROJECT MONITORING

Contractor 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 project during the term of this Agreement and for up to ninety (90) days after it expires or it is otherwise terminated.

Article 15: CERTIFICATION CONCERNING TELEPHONE SOLICITATIONS

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

Article 16: DEBARMENT AND SUSPENSION

a. Contractor affirms by entering into this Agreement that Contractor, subcontractors, vendors or other lower tier subrecipients under this Agreement are not 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.

b. Contractor shall provide the Owner 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.

EXHIBIT A

c. Contractor shall immediately notify the Owner and IMPO if the Contractor or any lower tier subcontractor becomes debarred or suspended and shall take all steps required by the IEDC to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

Article 17: INFORMATION TECHNOLOGY

Any information technology related products or services purchased, used, or maintained through this project by Contractor 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 (29 USC 794d), as amended from time to time. The federal Electronic and Information Technology Accessibility Standards can be found at: <http://www.accessboard.gov/ict.html>.

Article 18: 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 19: 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 20: COMPLIANCE WITH ACCESSIBILITY

It is the intent and goal of the Town to ensure that all new construction within the Town shall comply with all ADA and PROWAG guidelines as required by applicable law.

For facilities located within the Town, the 2010 ADA SAD standards shall be met for new construction and alterations for projects within the Town to the extent required by applicable law.

For facilities located within the right of way, PROWAG standards shall be met for new construction and alterations for project elements to the extent required by applicable law.

Fair Housing Act (FHA) and Section 504 of the Rehabilitation Act, and The Architectural Barriers Act (ABA) standards and guidelines shall be followed to the extent required by applicable law.

Accessibility guidelines shall be met on all projects requiring compliance with the FHA, Section 504, or the ABA.

Projects found to not be in compliance with these standards and guidelines will be assessed fines, as follows:

EXHIBIT A

- Non-compliant fee (\$250 per day), and a “Stop Work” order will be issued.
- If after three (3) violations and ten (10) business days to correct non-compliance issues, the Agreement will be revoked.

Article 21: COMPLIANCE WITH TITLE VI

It is the intent and goal of the Town to ensure that all new construction within the Town shall comply with all Title VI guidelines to the extent required by applicable law.

Contractor, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation and Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes, issued pursuant to such Acts, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of religion, race, color, national origin, sex, sexual orientation, gender identity, age, disability/handicap and low income in consideration for an award.

EXHIBIT A

Article 22: TERMINATION

Notwithstanding any provision in this Agreement to the contrary, this Agreement may be terminated for-cause by either the Town or Contractor upon a material breach of any of the provisions of this Agreement by the other party. Prior to termination for-cause, written notice must be provide to the breaching party and have an opportunity to cure. If, within ten (10) days of said written notice, the breaching party fails to cure said material breach, the non-breaching party may terminate this Agreement for cause.

Article 23: INDEMNIFICATION

Contractor agrees to indemnify, defend, and hold harmless the Town and its officers, agents, officials, and employees from and against and 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.

Article 24: 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 24: 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. 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.

c. 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.

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

e. 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.

f. 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

EXHIBIT A

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.

g. 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: Lori Hieston P.O. Box 165 421 E. Main St. Jamestown, IN 46147 clerk@townofjamestown.in.gov

If to Contractor, to: TJD Roofing & Exteriors Daniel Huffman daniel.tjdroofing@gmail.com

h. 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.

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

THE TOWN

CONTRACTOR

The Town of Jamestown, Indiana

By: _____
Council Member

By: _____
Council Member

By: _____
Council Member

Attest:

By: _____
Clerk/Treasurer

By: 
Its: Operations Manager

EXHIBIT A

- Removing approximately 300 SF of existing roof to the decking.
- Repair soft/rotten decking.
- Install approximately 300 SF of subfloor sheathing.
- Install 1/2" fiber board over existing roofing and build up areas decking was repaired.
- Install 60mil Mule-Hide TPO (or equal product) roof membrane mechanically attached over fiber board.
- Install 60mil Mule-Hide TPO (or equal product) roof membrane drape sheet installed up all parapet walls.
- Install Drip edge transitioning TPO into gutters.
- Install T-bar installed on TPO edging.
- Install 26ga wall cap on all parapet wall cap.
- Install 26ga wall cap on all parapet wall cap.
- Counter flashing on lower roof where TPO meets.
- 2 pipe boots on upper roof

Remove and haul away all debris and thoroughly run magnets over all affected landscaping, yard, driveway etc.