This agreement, made this 5th day of May, 2020, 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") and Maddox Industrial Group, Inc. (hereinafter referred to as the "Contractor").

WITNESSETH:

That in consideration of the mutual covenants hereinafter set forth, the City 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 installation, construction, and resurfacing in accordance with the plans and specifications. The plans and specifications shall be on file in the Office of the City Utility Director.

Article 2: Payment

The City shall pay to the Contractor, in full and complete payment for all performance of the Contract not to exceed the sum of $149,950.00.

Article 3: Contract Documents

The contract documents include this agreement, current wage rate table, the General Conditions, Special Conditions, Materials Specifications, and the Contractor's certification of insurance, together with plans and any subsequent addenda.

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 be 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. Acceptance is to only in the manner prescribed in the General Conditions.

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 two hundred calendar days after the Notice to Proceed.

Article 7: 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 8: NO INVESTMENT IN IRAN
As required by Ind. Code § 5-22-16.5, the Contractor certifies that the Contractor is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in Ind. Code § 5-22-16.5-14, including termination of this Contract and denial of future contracts, as well as an imposition of a civil penalty.

Article 9: NON-COLLUSION
The undersigned offeror or agent, 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: E-VERIFY – USCIS Form I-9
Contractor shall comply with E-Verify Program as follows:

a. 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.

b. 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 7(b), the City shall require Contractor to remedy the violation not later than thirty (30) days after the City Contractor. If Contractor fails to remedy the violation within the thirty (30) day period, the City terminate the contract for breach of contract. If the City terminates the contract, Contractor shall, in addition to any other contractual remedies, be liable to the City 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 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 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 City that it has enrolled and is participating in the E-Verify program, and iii) does not knowingly employ an unauthorized alien.

Article 11: NON-DISCRIMINATION

Pursuant to Ind. Code § 22-9-1-10 and the City of West Lafayette’s Municipal Code, 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, religion, color, sex, disability, national origin, ancestry, veteran status, sexual orientation, or gender identity.

Article 12: COMPLIANCE WITH ACCESSIBILITY

It is the intent and goal of the city to ensure that all new construction within the City of West Lafayette shall comply with all ADA and PROWAG guidelines.

Pursuant to Title II regulations at 28CFR 35.151; and the 2004 ADAAG CFR part 1191, appendices B and D, the City of West Lafayette adopted the 2010 ADA SAD standards for new construction and alterations for facilities, and also adopted the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right of Way (PROWAG) as published July 26, 2011.

Facilities located within the City of West Lafayette, the 2010 ADA SAD standards shall be met for new construction and alterations for projects within the City.

Facilities located within the right of way, PROWAG standards shall be met for new construction and alterations for project elements.

Fair Housing Act (FHA) and Section 504 of the Rehabilitation Act, and The Architectural Barriers Act (ABA) standards and guidelines shall be followed.

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 accessed fines, as follows:

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

**Article 13: COMPLIANCE WITH TITLE VI**

It is the intent and goal of the City to ensure that all new construction within the City of West Lafayette shall comply with all TITLE VI guidelines.

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.

**Article 14: INSURANCE**

The **CONTRACTOR** shall at its own expense maintain in effect during the term of this contract the following insurance with limits as shown or greater:

- General Liability (including automobile) – combined single limit of $1,000,000.00;
- Workers’ Compensation – statutory limit; and
- Professional Liability for protection against claims arising out of performance of professional services caused by negligent error, omission, or act in the amount of $1,000,000.00.

The **CONTRACTOR** shall provide Certificates of Insurance indicating the aforesaid coverage upon request of the **OWNER**

**IN WITNESS WHEREOF** we have set our hands the day and year first above written.
Maddox Industrial Group, Inc.
Jesse Carter, Project Manager

Sana G. Booker, President

M. Michelle Dearing, Member

Jason D. Huber, Member

Thomas J. Kent, Member

Tanuja R. Sheth, Member

ATTEST:
Lindsey N. McCollum, Deputy Clerk

END OF SECTION