

## **AGREEMENT FOR PURCHASE OF GOODS AND SERVICES**

THIS AGREEMENT FOR PURCHASE OF GOODS AND SERVICES ("Agreement") is hereby entered into by and between the Zionsville Board of Parks and Recreation ("Board"), and, Rose Paving, LLC, an entity duly authorized to do business in the State of Indiana ("Vendor").

### **TERMS AND CONDITIONS**

1. **ACKNOWLEDGMENT, ACCEPTANCE:**  
Vendor acknowledges that it has read and understands this Agreement and agrees that its execution of same constitutes its acceptance of all the Agreement's terms and conditions.
2. **PERFORMANCE:**  
Vendor hereby agrees to provide all products, goods and services necessary to perform the requirements of this Contract and to execute its responsibilities hereunder by following and applying at all times the highest professional and technical guidelines and standards.
3. **PRICE AND PAYMENT TERMS:**  
The cost of Goods and Services provided under this Agreement shall not exceed Six Hundred Dollars (\$600.00). Vendor shall submit an invoice to Board no more than once every thirty (30) days detailing the Goods and Services provided to Board within such time period. Board shall pay Vendor for such Goods and Services within forty-five (45) days after the date of Board's receipt of Vendor's invoice detailing same, so long as and to the extent such Goods and Services are not disputed, are in conformance with the specifications set forth in Exhibit A, and Vendor has otherwise performed and satisfied all the terms and conditions of this Agreement.
4. **WARRANTY:**  
Vendor expressly warrants that the Goods and Services covered by this Agreement will conform to those certain specifications, descriptions and/or quotations regarding same as were provided to Vendor by Board and/or by Vendor to and accepted by Board, all of which documents are incorporated herein by reference, and that the Goods and Services will be delivered in a timely, good and workmanlike manner and free from defect. Vendor acknowledges that it knows of Board's intended use and expressly warrants that the Goods and Services provided to Board pursuant to this Agreement have been selected by Vendor based upon Board's stated use and are fit and sufficient for their particular purpose.
5. **TIME AND PERFORMANCE:**  
This Agreement shall become effective as of the last date on which a party hereto executes same ("Effective Date"), and both parties shall thereafter perform their obligations hereunder in a timely manner. Time is of the essence of this Agreement.
6. **DISCLOSURE AND WARNINGS:**  
If requested by Board, Vendor shall promptly furnish to Board, in such form and detail as Board may direct, a list of all chemicals, materials, substances and items used in or during the provision of the Goods and Services provided hereunder, including the quantity, quality and concentration thereof and any other information relating thereto. At the time of the delivery of the Goods and Services provided hereunder, Vendor agrees to furnish to Board sufficient written warning and notice (including appropriate labels on containers and packing) of any hazardous material utilized in or that is a part of the Goods and Services.
7. **LIENS:**  
Vendor shall not cause or permit the filing of any lien on any of Board's property. In the event any such lien is filed and Vendor fails to remove such lien within ten (10) days after the filing thereof, by payment or bonding, Board shall have the right to pay such lien or obtain such bond, all at Vendor's sole cost and expense.

8. **DEFAULT:**

In the event Vendor: (a) repudiates, breaches or defaults under any of the terms or conditions of this Agreement, including Vendor's warranties; (b) fails to provide the Goods and Services as specified herein; (c) fails to make progress so as to endanger timely and proper provision of the Goods and Services and does not correct such failure or breach within five (5) business days (or such shorter period of time as is commercially reasonable under the circumstances) after receipt of notice from Board specifying such failure or breach; or (d) becomes insolvent, is placed into receivership, makes a general assignment for the benefit of creditors or dissolves, each such event constituting an event of default hereunder, Board shall have the right to (1) terminate all or any parts of this Agreement, without liability to Vendor; and (2) exercise all other rights and remedies available to Board at law and/or in equity.

9. **INSURANCE AND INDEMNIFICATION:**

Vendor shall procure and maintain in full force and effect during the term of this Agreement, with an insurer licensed to do business in the State of Indiana, such insurance as is necessary for the protection of Board and Vendor from all claims for damages under any workers' compensation, occupational disease and/or unemployment compensation act; for bodily injuries including, but not limited to, personal injury, sickness, disease or death of or to any of Vendor's agents, officers, employees, vendors and subvendors; and, for 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:

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|
| <b>Worker's Compensation</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Statutory Limit.                                                                                 |
| <b>Employer's Liability</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$500,000 each accident, \$500,000 disease each employee, and \$1,000,000 disease policy limits. |
| <b>Commercial General Liability (CG0001)</b> , including Personal Injury, Premises Operations, Completed Operations and Products coverages (for a minimum period of two (2) years after substantial completion), including (1) explosion, collapse or underground property damage hazards, and (2) damages or injury arising from defective work, including costs to repair or replace damaged work. (The Commercial General Liability Insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy). | \$1,000,000 Per Occurrence and \$2,000,000 General Aggregate.                                    |
| <b>Commercial Automobile Liability</b> , including Owned, Non-Owned and Hired Car coverages.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage.                         |

Vendor shall cause its insurers to name Board as an additional insured on all such insurance policies, shall promptly provide Board, upon request, with copies of all such policies, and shall provide that such insurance policies shall not be canceled without thirty (30) days prior notice to Board. Vendor shall indemnify and hold harmless Board from and against any and all liabilities, claims, demands or expenses (including, but not limited to, reasonable attorney fees) for injury, death and/or damages to any person or property arising from or in connection with Vendor's provision of Goods and Services pursuant to or under this Agreement or Vendor's use of Board property.

Vendor further agrees to indemnify, defend and hold harmless Board and its officers, officials, agents and employees from all claims and suits of whatever type, including, but not limited to, all court costs, attorney fees, and other expenses, caused by any act or omission of Vendor and/or of any of Vendor's agents, officers, employees, vendors or subvendors in the performance of this Agreement. These indemnification obligations shall survive the termination of this Agreement.

10. GOVERNMENT COMPLIANCE:

Vendor agrees to comply with all federal, state and local laws, executive orders, rules, regulations and codes which may be applicable to Vendor's performance of its obligations under this Agreement, and all relevant provisions thereof are incorporated herein by this reference. Vendor agrees to indemnify and hold harmless Board from any loss, damage and/or liability resulting from any such violation of such laws, orders, rules, regulations and codes. This indemnification obligation shall survive the termination of this Agreement.

11. NONDISCRIMINATION:

Vendor represents and warrants that it and all of its officers, employees, agents, vendors and subvendors shall comply with all laws of the United States, the State of Indiana and Board prohibiting discrimination against any employee, applicant for employment or other person in the provision of any Goods and Services provided by this Agreement with respect to their hire, tenure, terms, conditions and privileges of employment and any other matter related to their employment or subcontracting, because of race, religion, color, sex, handicap, national origin, ancestry, age, disabled veteran status and/or Vietnam era veteran status.

12. E-VERIFY:

Pursuant to I.C. § 22-5-1.7 et seq., as the same may be amended from time to time, and as is incorporated herein by this reference (the "Indiana E-Verify Law"), Vendor is required to enroll in and verify the work eligibility status of its newly-hired employees using the E-Verify program, and to execute the Affidavit attached herein as Exhibit B, affirming that it is enrolled and participating in the E-verify program and does not knowingly employ unauthorized aliens. In support of the Affidavit, **Vendor shall provide the Board with documentation indicating that it has enrolled and is participating in the E-Verify program.** Should Vendor subcontract for the performance of any work under and pursuant to this Agreement, it shall fully comply with the Indiana E-Verify Law as regards each such subvendor. Should the Vendor or any subvendor violate the Indiana E-Verify law, the Board may require a cure of such violation and thereafter, if no timely cure is performed, terminate this Agreement in accordance with either the provisions hereof or those set forth in the Indiana E-Verify Law. The requirements of this paragraph shall not apply should the E-Verify program cease to exist.

13. NO IMPLIED WAIVER:

The failure of either party to require performance by the other of any provision of this Agreement shall not affect the right of such party to require such performance at any time thereafter, nor shall the waiver by any party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of the same or any other provision hereof.

14. NON-ASSIGNMENT:

Vendor shall not assign or pledge this Agreement, whether as collateral for a loan or otherwise, and shall not delegate its obligations under this Agreement without Board's prior written consent.

15. RELATIONSHIP OF PARTIES:

The relationship of the parties hereto shall be as provided for in this Agreement, and neither Vendor nor any of its officers, employees, vendors, subvendors and agents are employees of Board. The contract price set forth herein shall be the full and maximum compensation and monies required of Board to be paid to Vendor under or pursuant to this Agreement

16. GOVERNING LAW; LAWSUITS:

This Agreement is to be construed in accordance with and governed by the laws of the State of Indiana, except for its conflict of laws provisions. The parties agree that, in the event a lawsuit is filed hereunder, they waive their right to a jury trial, agree to file any 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.

17. SEVERABILITY:

If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with same, and the remaining provisions of this Agreement shall remain in full force and effect.

18. NOTICE:

Any notice provided for in this Agreement will be sufficient if it is in writing and is delivered by postage prepaid U.S. certified mail, return receipt requested, to the party to be notified at the address specified herein:

|               |                                                                                                                         |                   |                                                                                            |
|---------------|-------------------------------------------------------------------------------------------------------------------------|-------------------|--------------------------------------------------------------------------------------------|
| If to Board:  | Zionsville Board of<br>Parks and Recreation<br>1100 West Oak Street<br>Zionsville, Indiana 46077<br>Attn: Jarod Logsdon | <b><u>AND</u></b> | Jon Oberlander<br>Chief Legal Counsel<br>1100 West Oak Street<br>Zionsville, Indiana 46077 |
| If to Vendor: | Rose Paving, LLC<br>3841 W. Morris St.<br>Indianapolis, IN 46241                                                        |                   |                                                                                            |

Notwithstanding the above, notice of termination under paragraph 19 hereinbelow shall be effective if given orally, as long as written notice is then provided as set forth hereinabove within five (5) business days from the date of such oral notice.

19. TERMINATION:

19.1 Notwithstanding anything to the contrary contained in this Agreement, Board may, upon notice to Vendor, immediately terminate this Agreement for cause, in the event of a default hereunder by Vendor and/or if sufficient funds are not appropriated or encumbered to pay for the Goods and Services to be provided hereunder. In the event of such termination, Vendor shall be entitled to receive only payment for the undisputed invoice amount representing conforming Goods and Services delivered as of the date of termination, except that such payment amount shall not exceed the Estimate amount in effect at the time of termination, unless the parties have previously agreed in writing to a greater amount.

19.2 Board may terminate this Agreement at any time upon thirty (30) days prior notice to Vendor. In the event of such termination, Vendor shall be entitled to receive only payment for the undisputed invoice amount of conforming Goods and Services delivered as of the date of termination, except that such payment amount shall not exceed the Estimate amount in effect at the time of termination, unless the parties have previously agreed in writing to a greater amount.

19.3 The Board may terminate this Agreement pursuant to Paragraphs 11 and 29 hereof, as appropriate.

20. REPRESENTATIONS AND WARRANTIES

The parties represent and warrant that they are authorized to enter into this Agreement and that the persons executing this Agreement have the authority to bind the party which they represent.

21. ADDITIONAL GOODS AND SERVICES

Vendor understands and agrees that Board may, from time to time, request Vendor to provide additional goods and services to Board. When Board desires additional goods and services from Vendor, the Board shall notify Vendor of such additional goods and services desired, as well as the time frame in which same are to be provided. Only after Board has approved Vendor's time and cost estimate for the provision of such additional goods and services, has encumbered sufficient monies to pay for same, and has authorized Vendor, in writing, to provide such additional goods and services, shall such goods and services be provided by Vendor to Board. A copy of the Board's authorization documents for the purchase of additional goods and services shall be numbered and attached hereto in the order in which they are approved by Board.

22. TERM

Unless otherwise terminated in accordance with the termination provisions set forth in Paragraph 19 hereinabove, this Agreement shall be in effect from the Effective Date until the services are completed. The Agreement may be extended by the mutual written consent of the parties hereto.

23. HEADINGS

All heading 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.

24. BINDING EFFECT

The parties, and their respective officers, officials, agents, partners, successors, assigns and legal representatives, are bound to the other with respect to all of the covenants, terms, warranties and obligations set forth in Agreement.

25. NO THIRD PARTY BENEFICIARIES

This Agreement gives no rights or benefits to anyone other than Board and Vendor.

26. DEBARMENT AND SUSPENSION

26.1 The Vendor certifies by entering into this Agreement that neither it nor its principals nor any of its subvendors 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 Vendor.

26.2 The Vendor certifies that it has verified the state and federal suspension and debarment status for all subvendors 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 subvendor. The Vendor shall immediately notify the Board if any subvendor becomes debarred or suspended, and shall, at the Board's request, take all steps required by the Board to terminate its contractual relationship with the subvendor for work to be performed under this Agreement.

27. IRAN CERTIFICATION

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

28. ADVICE OF COUNSEL:

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

29. ADVERTISING AND PUBLIC RELATIONS: Vendor shall not, without first obtaining the express written consent of the Board, in any manner advertise or publish the fact that Vendor has contracted to furnish the Board the goods or services herein contracted, or use any trademarks or tradenames of the Board's advertising, promotional materials or web sites. In the event of Vendor's breach of this provision, the Board shall have the right to terminate the undelivered portion of any goods or services covered by this Contract and shall not be required to make further payments except for conforming goods delivered or services rendered prior to cancellation.

30. ENTIRE AGREEMENT:

This Agreement, together with any exhibits attached hereto or referenced herein, constitutes the entire agreement between Vendor and Board with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. Notwithstanding any other term or condition set forth herein, but subject to paragraph 16 hereof, to the extent any term or condition contained in any exhibit attached to this Agreement or in any document referenced herein conflicts with any term or condition contained in this Agreement, the term or condition contained in this Agreement shall govern and prevail. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

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

ZIONSVILLE BOARD OF  
PARKS AND RECREATION

By:

\_\_\_\_\_  
Ryan Cambridge, President

Date: \_\_\_\_\_

ROSE PAVING, LLC

By:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Date: \_\_\_\_\_



Beyond Paving.  
BEYOND EXPECTATIONS.™

# PROPOSAL

## EXHIBIT A

OPP-24-029650

11 / 18 / 2024

| Account Information                                              | Contact Information                                 | Rose Paving Information                        |
|------------------------------------------------------------------|-----------------------------------------------------|------------------------------------------------|
| <b>Account Name:</b><br>Zionsville Government Center - Town Hall | <b>Contact Name:</b><br>Jarod Logsdon               | <b>Account Executive:</b><br>Dan Chamberlin    |
| <b>Street Address:</b><br>1100 W Oak St                          | <b>Contact Email:</b><br>jlogsdon@zionsville-in.gov | <b>Email:</b><br>dan.chamberlin@rosepaving.com |
| <b>City State Zip:</b><br>ZionsvilleIN46077-1259                 | <b>Contact Phone:</b> 317.800.4276                  | <b>Cell:</b> 317.391.2358                      |

| Notes/Exclusions                       |
|----------------------------------------|
| This work includes two coats of paint. |

| PRICING TABLE                 |     |        |       |            |          |
|-------------------------------|-----|--------|-------|------------|----------|
| Service Line Name             | QTY | U of M | Depth | Unit Price | Subtotal |
| White Center Line - Two Areas | 1   | Bays   |       | \$600.00   | \$600.00 |
| Total                         |     |        |       |            | \$600.00 |



**Beyond Paving.**  
**BEYOND EXPECTATIONS.™**

# PROPOSAL

## CUSTOMER APPROVAL

Total Dollars Approved: **\$600.00**

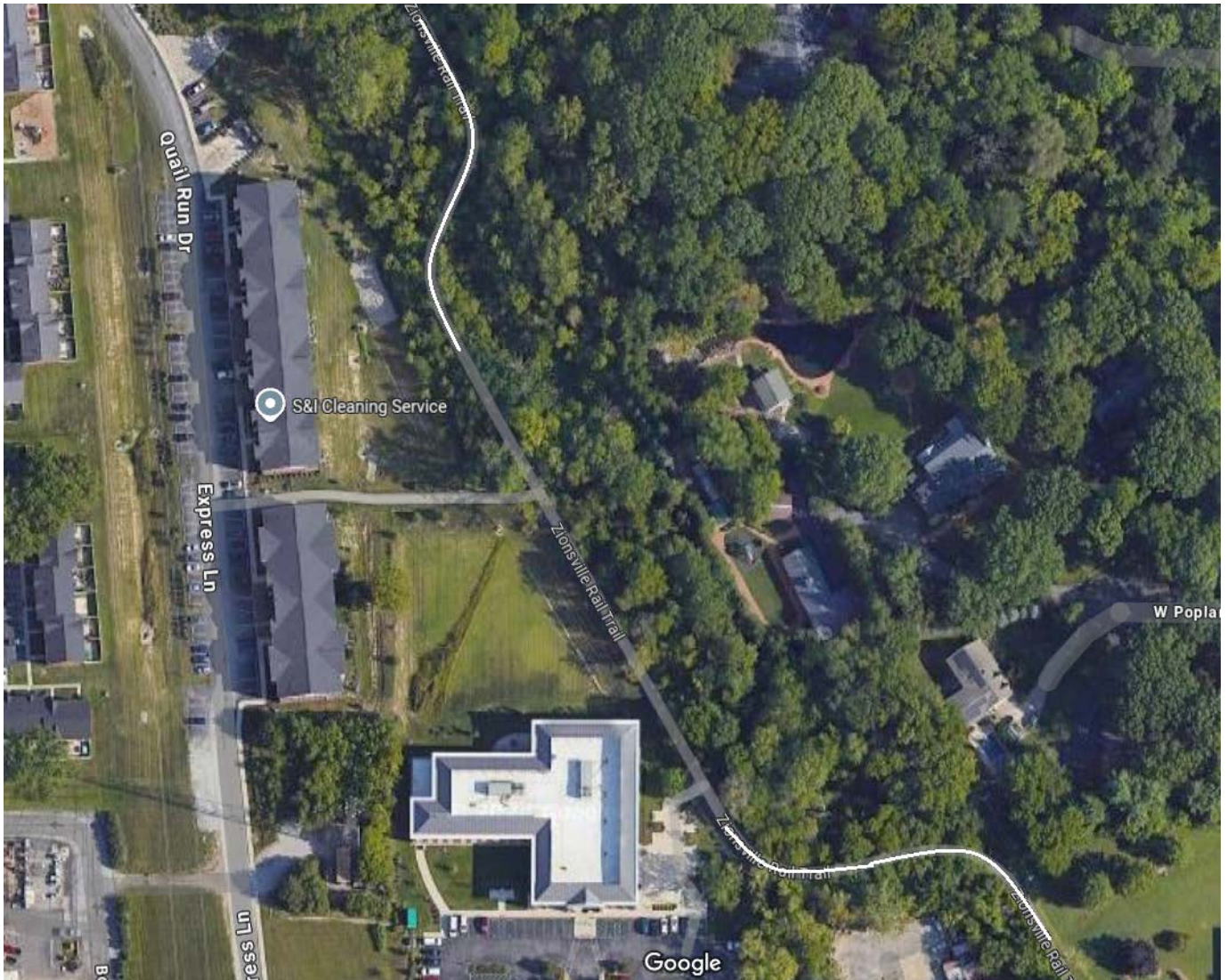
Name:

Authorized Signature:

## BILLING INSTRUCTIONS:

## Scope Detail

| Service Line Name             | Service Description                         |
|-------------------------------|---------------------------------------------|
| White Center Line - Two Areas | Price includes restripe per existing layout |



## EXHIBIT B

### AFFIDAVIT

\_\_\_\_\_, 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 \_\_\_\_\_ (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 Board of Zionsville, Indiana.
5. The Company does not knowingly employ any unauthorized aliens.

FURTHER AFFIANT SAYETH NOT.

EXECUTED on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

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: \_\_\_\_