



City of Carmel

CARMEL BOARD OF PUBLIC WORKS MEETING AGENDA

MONDAY, APRIL 27, 2026 - 11:00 AM
COUNCIL CHAMBERS/CITY HALL/ONE CIVIC SQUARE

1. **MEETING CALLED TO ORDER**
 2. **BID OPENINGS AND AWARDS**
 - a. **Bid Award for 26-STR-03 Additional Paving;** Matt Higginbotham, Street Commissioner
 3. **CONTRACTS**
 - a. **Request for Purchase of Goods and Services; Howard Asphalt, LLC d/b/a Howard Companies; (\$2,377,880.04); 26-STR-03-2026 Additional Paving;** Matt Higginbotham, Street Commissioner
 4. **OTHER**
 - a. **Request for QuitClaim Deed; American Legion;** City of Carmel
 - b. **Request for Easement Agreement; American Legion;** Duke Energy Indiana, LLC
 5. **ADD-ONS AND DEPARTMENT DIRECTOR COMMENTS**
 6. **ADJOURNMENT**
-

Board of Public Works Members

Laura Campbell,
Presiding Officer
Appointed by Mayor Finkam
Term January 17, 2024,
Until a Successor is Appointed

Alan Potasnik
Appointed by Mayor Finkam
Term January 17, 2024,
Until a Successor is Appointed

James Barlow
Appointed by Mayor Finkam
Term August 27, 2025,
Until a Successor is Appointed

Next Meeting: May 6, 2026

AGREEMENT FOR GOODS AND SERVICES

APPROVED
By Sergey Grechukhin at 1:26 pm, Apr 21, 2026

THIS AGREEMENT FOR GOODS AND SERVICES ("Agreement" or "Contract") is hereby entered into by and between the City of Carmel, Indiana, acting by and through its Board of Public Works and Safety ("City" or "Owner" are used interchangeably throughout the Contract Documents), and Howard Asphalt, LLC d/b/a Howard Companies an entity duly authorized to do business in the State of Indiana ("Contractor").

TERMS AND CONDITIONS

1. **ACKNOWLEDGMENT, ACCEPTANCE:**

Contractor acknowledges that it has read and understands this Agreement and all other Contract Documents referenced herein, and agrees that its execution of same constitutes its acceptance of all of the Contract Documents' terms and conditions.

2. **PERFORMANCE:**

2.1 City agrees to purchase the goods and services and all related work (the "Goods and Services" or the "Work") from Contractor using City budget appropriation number 2201 2201 43-502.00 Motor Vehicle Highway and 2201 2201 43-502.02 Motor Vehicle Highway funds. Contractor agrees to provide the Goods and Services and to otherwise perform the requirements of this Agreement and all other Contract Documents by applying at all times the highest technical and industry standards. Contractor, in agreeing to provide all Goods and Services and otherwise complete the Work within the times and sequences set forth herein, acknowledges and agrees that the times allotted by the Contract Documents for the performance and completion of the Work are reasonable and take into account the risks and adverse conditions assumed by Contractor under the Contract Documents.

2.2 Contractor shall commence the Work immediately and diligently and continuously prosecute and coordinate such Work with such labor, materials, equipment, supervision and services to insure that City, other contractors, subcontractors and third parties will not be delayed, interrupted, hindered or disrupted by Contractor's activities or operations, and to insure completion of the Project within the time specified by any construction schedule dates and/or milestones now or hereafter established in accordance with this Agreement and/or other Contract Documents.

3. **PRICE AND PAYMENT TERMS:**

3.1 Contractor agrees that the total price for the Goods and Services and all related Work to be provided to City hereunder shall be no more than Two Million Three Hundred Seventy Seven Thousand Eight Hundred Eighty Dollars and Four Cents (\$2,377,880.04) (the "Contract Price"). Contractor shall submit an invoice to City no more than once every thirty (30) days detailing the Goods and Services provided or work performed to City within such time period. City shall pay Contractor for such Goods and Services and/or work performed within thirty-five (35) days after the date of City's receipt of Contractor'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 including any references, attachments, and addenda thereto, are submitted on an invoice that contains the information contained on attached Exhibit B, and Contractor has otherwise performed and satisfied all the terms and conditions of this Agreement.

3.2 Contractor agrees not to perform any work or provide additional goods and services to City that would cause the total cost of the Goods and Services provided by Contractor to City hereunder to

exceed the Contract Price, unless City has previously agreed, in writing, to pay an amount in excess thereof.

3.3 Final Payment. Final payment, constituting the entire unpaid balance of the Contract Price, including any retainage, shall be paid by City to Contractor within ninety-one (91) days after it has become due and payable. Final payment to Contractor shall not become due and payable until and unless all Goods and Services are delivered, and all Work for the Project is otherwise fully completed and performed in accordance with the Contract Documents and is satisfactory to and approved by City.

3.4 Effect of Final Payment. The making of final payment shall constitute a waiver of Claims by City except those arising from:

- a. Liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- b. Failure of the Work to comply with the requirements of the Contract Documents;
- c. Terms of special warranties required by the Contract Documents;
- d. Claims previously made in writing and remaining unsettled as of the date of final payment;
- e. Claims by City attributable to defective work or prior corrective work, appearing after final inspection;
- f. Failure of the Work to comply with the requirements of the Contract Documents;
- g. City claims and other rights arising under the terms of any general or special warranties, guarantees or maintenance bonds specified by the Contract Documents or arising thereunder; and
- h. City claims and other rights with respect to Contractor's and Surety's continuing obligations under the Contract and the Contract Document.

3.5 Acceptance by Contractor of any sum tendered by City as final payment shall constitute a waiver of all claims by Contractor with respect to this Agreement, except those claims authorized by this Agreement, previously made in writing and submitted in a timely manner, and specifically identified and reserved by Contractor as unresolved in the application for final payment.

4. CONTRACT DOCUMENTS:

4.1 Scope of Work. Contractor agrees to provide all labor, goods, material, shipping, receiving, supervision, services, supplies, machinery, equipment, storage and any necessary rigging as required for the Project as set forth in the attached Exhibit "A" and any references, addenda and/or attachments thereto, Project Manual (if applicable), City of Carmel General Conditions, City of Carmel Supplementary Conditions, and all applicable Drawings and Specifications (collectively "Contract Documents"), all of such Contract Documents are fully incorporated herein. Contractor acknowledges that all referenced Contract Documents are a part of this Agreement.

4.2 Contractor Site and Document Review. Contractor acknowledges that it has had an adequate opportunity to examine sufficiently to its satisfaction the site of the Work and to review and/or obtain copies of the Contract Documents and to become fully familiar with them, and that it shall not be excused from any conditions existing and detectable at the site or any provisions set forth in the Contract Documents due to any lack of knowledge or understanding of the existence or contents thereof at the time of executing this Agreement. Contractor acknowledges the Contract Documents to be suitable for Contractor's Work and sufficient for their intended purpose, and agrees to perform the Work and to complete the same for the Contract Price and within the Project timeline, in full and

strict accordance with the Contract Documents and to City's satisfaction, and that it will perform the Work so as not to violate any term, covenant or condition of the Contract Documents or applicable codes and laws.

- 4.3 All Drawings, Specifications and other items defined herein as Contract Documents that have been prepared for the Project and furnished to Contractor by or on behalf of City or other third party are without any representation or warranty by the City as to the acceptability, accuracy or suitability thereof for the Work. City makes no representation or warranty to Contractor concerning the acceptability, accuracy or completeness of the Contract Documents or other information and data prepared by persons other than City, and accordingly, City shall have no liability to Contractor with respect to any patent or latent defects, deficiencies, errors and omissions therein.
- 4.4 Contractor represents that it has reviewed the Contract Documents, visited the site and provided City with written notice of any concerns or necessary clarifications resulting from these reviews and investigations prior to submitting its proposal or bid to City and executing this Agreement. Contractor waives the right to request and increase in the Contract Price or extension of the Project completion deadline as a result of its failure to raise such concerns or clarifications with City.
- 4.5 Intent of the Contract Documents. The Contract Documents shall be deemed to include and require all items and aspects of labor, material, equipment, services and transportation incidental to or necessary for the proper and efficient execution and completion of the Work as it relates to the Project. The Contract Documents are complementary, and what is required by any one document shall be as binding as if required by all. Work not specifically covered in the Contract Documents or which is subject to question and interpretation because of conflicts, duplications or ambiguities may, at City's option, be required of Contractor if it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the results intended by this Agreement. As such, any part of the Work shown on Drawings but not specifically mentioned in the Specifications or vice versa shall be considered as part of the Work, the same as though included in both.
- 4.6 Shop Drawings and Submittals. Contractor shall submit shop drawings, product data, samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other contractors or subcontractors. If Contractor shall make changes in design, including dimensional changes, either through shop drawings or actual field work, it shall accept the responsibility for the structural and functional adequacy of such changes and their acceptance by City or Project's architect. Any structural or functional inadequacies which may develop because of such changes shall be remedied by Contractor unless such change is specifically included in a change order.
- 4.7 Taxes. As a public, municipal entity, the City of Carmel, and its various departments, are exempt from sales and compensating use taxes on all tangible personal property (materials, equipment and components) pursuant to the law of the State of Indiana. Contractor shall not include any charges representing such taxes on any invoices hereunder. Contractor shall be responsible for all franchise fees and taxes of any kind whatsoever.
5. WARRANTY:
- 5.1 In addition to all warranties required by Contract Documents, Contractor expressly warrants that the Goods and Services/the Work covered by this Agreement will conform to those certain

specifications, descriptions and/or quotations regarding same as were provided to Contractor by City and/or by Contractor to and accepted by City, all of which documents are incorporated herein by reference, and that the Goods and Services/the Work will be delivered and/or performed in a timely, good and workmanlike manner and free from defect. Contractor acknowledges that it knows of City's intended use and expressly warrants that the Goods and Services provided to City pursuant to this Agreement have been selected by Contractor based upon City's stated use and are fit and sufficient for their particular purpose.

- 5.2 Further, Contractor warrants to City that materials and equipment furnished under the Contract Documents will be of the best quality and new unless the Contract Documents require or permit otherwise. The performance of the Work shall not limit, void or otherwise compromise or diminish any equipment or manufacturer warranty that is to be issued under the Contract Documents. Goods, Work, materials, or equipment not conforming to these requirements may be considered defective. Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- 5.3 Contractor shall, at its sole expense, promptly and properly repair, replace or otherwise correct any Work that is (i) rejected by City or Architect, or (ii) known, observed or discovered at any time by Contractor, City or Architect to be defective or failing to conform to the Contract Documents and shall pay City for all expenses incurred in any delay caused by remedying defective or otherwise nonconforming Work.
- 5.4 If within two (2) years after final completion of the Project, or such longer period as established with respect to Contractor's obligations under the Contract Documents, the Work or any portion thereof is found to be not in accordance with the requirements of the Contract Documents, Contractor shall correct it promptly after receipt of written notice from City to do so. Contractor's obligations under this Section shall survive completion and acceptance of the Work and Project and termination of the Agreement.
- 5.5 Any and all warranties which are available on any material or equipment or other service which is part of the Work will be provided to City at no additional cost. Upon completion of the Work, Contractor shall assign to City all warranties obtained or obtainable by Contractor from manufacturers and suppliers of equipment and materials incorporated into the Work by written instrument of assignment in a form acceptable to City. Contractor shall furnish City with copies of all warranties, guarantees, operating manuals relative to equipment installed, and a complete set of reproducible drawings with all field changes noted on them relating to the improvements constructed under the Contract. The assignment of such manufacturer and supplier warranties shall not relieve Contractor of any of its own warranty obligations under this Article, which shall remain in full force and effect.
- 5.6 Notwithstanding anything to the contrary contained in Contract Documents with respect to warranties, it is understood and agreed that the foregoing warranties and guarantees shall not affect, limit or impair City's right against Contractor with regard to latent defects in the Work which do not appear within the applicable warranty period following acceptance of the Work and which could not, by the exercise of reasonable care and due diligence, be ascertained or discovered by City within

such warranty period. Contractor shall be and remain liable and responsible to correct and cure any such latent defects which are reported to Contractor by City in writing within ninety (90) days after such latent defect first appears or could, by the exercise of reasonable care and due diligence, be ascertained or discovered by City. City's warranty rights and remedies with respect to latent defects shall remain in full force and effect and for the same duration as with any other warranty provided in this Article or otherwise available or prescribed by law.

6. TIME AND PERFORMANCE:

- 6.1 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.
- 6.2 Contractor shall continuously monitor the construction schedule and advise City on a regular basis of the status of Contractor's progress with respect to such schedule at any time City's representative requests Contractor to do so, including the furnishing of information on the status of shop drawings, samples, submittals and materials, machinery or equipment which may be in the course of preparation of manufacture.
- 6.3 If, in the opinion of City, Contractor is behind schedule in the performance of the Work or is failing, without cause, to maintain progress of the Work or to conform to the general progress of all work for the Project, Contractor agrees that it shall, at its own expense, perform such overtime work, use extra labor, and undertake all other means necessary to bring the Work back on schedule.
- 6.4 If there are any conflicting times or durations for action, submissions, notices or responses thereto by Contractor between or among the Contract Documents, the controlling time or duration for such action, submissions, notices or responses thereto by Contractor shall be the earlier of such times and shorter of such durations, unless City expressly agrees in writing otherwise.

7. MEANS AND METHODS:

Contractor is responsible for the means, methods, techniques, sequences or procedures, and safety precautions and programs in connection with provision of Goods and Services and related work under the Contract Documents. At all times during performance of the Work, Contractor shall maintain and designate to City adequate, experienced and cooperative supervisory personnel, including a full-time on-site project manager or superintendent if required by Contract Document or federal, state or local laws, rules and regulations. City shall not have control over or charge of, and shall not be responsible for, means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the performance of the Work by Contractor and shall not be responsible for any omission or failure on the part of the Contractor to properly perform its obligations. Contractor shall be responsible to City for Contractor's negligent acts or omissions or failure to perform.

8. DISCLOSURE AND WARNINGS:

If requested by City, Contractor shall promptly furnish to City, in such form and detail as City 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, Contractor agrees to furnish to City 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.

9. PROTECTION OF WORK:

Contractor shall at its own expense take all necessary precautions to protect the work of other trades from any damage caused by Contractor's operations, and watch over, care for and protect from damage or injury by any cause whatsoever, all of Contractor's Work, complete or otherwise, and all of its materials, supplies, tools, machinery and equipment at or near the Project.

10. SUBCONTRACTS:

By appropriate agreement, written where legally required for validity, Contractor shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to Contractor by terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities, including the responsibility for safety of Contractor's Work, which Contractor, by these Contract Documents, assumes toward City. Each subcontract agreement shall preserve and protect the rights of City under the Contract Documents with respect to the Work to be performed by subcontractor so that contracting thereof will not prejudice such rights, and shall allow to subcontractor, unless specifically provided otherwise in the contract agreement, the benefit of all rights, remedies and redress against Contractor that Contractor, by the Contract Documents, has against City. Where appropriate, Contractor shall require each subcontractor to enter into similar agreements with its subcontractors.

11. LIENS:

Contractor shall not cause or permit the filing of any lien on any of City's property. In the event any such lien is filed and Contractor fails to remove such lien within ten (10) days after the filing thereof, by payment or bonding, City shall have the right to pay such lien or obtain such bond, all at Contractor's sole cost and expense.

12. 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 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 City 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, City shall have the right to (1) terminate all or any parts of this Agreement, without liability to Contractor; and (2) exercise all other rights and remedies available to City at law and/or in equity.

13. INSURANCE AND INDEMNIFICATION:

13.1 Contractor 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 City and Contractor 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 Contractor's agents, officers, employees, contractors and subcontractors; 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 those amounts set forth in attached Exhibit C. Contractor shall cause its insurers to name City as an additional insured on all such insurance policies, shall promptly provide City, 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 City. Contractor shall indemnify and hold harmless City 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 Contractor's provision of Goods and Services pursuant to or under this Agreement or Contractor's use of City property.

13.2 Notwithstanding any other provision of this Agreement to the contrary, should any policy required by the Contract Documents be canceled or otherwise terminated before the completion of the Work hereunder, Contractor shall exert all reasonable efforts to procure and maintain in force similar insurance from insurers satisfactory to City and provide certificates of such insurance to City upon its written request. Should Contractor fail or neglect to provide the required insurance, or allow any required coverage to lapse, City shall have the right, but not the duty, to provide such insurance and deduct the cost thereof from any money due to Contractor any and all premiums paid by City for and on account of said insurance. The policy or policies, and each certificate of insurance, shall further provide that the insurance will not be cancelled by the Insurer or the limits of liability reduced by endorsement prior to at least thirty (30) days after written notice by certified mail of such cancellation or change has been provided by the respective insurer to City. No less than fourteen (14) days prior to the expiration, cancellation or termination of any such policy, Contractor shall supply City with a new and replacement Certificate of Insurance and Additional Insured endorsement as proof of renewal of the original policy and coverage, with such new or replacement policy and endorsements in the same manner and for the same coverage and amounts in favor of City as set forth in this Paragraph.

13.3 Indemnity. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend City and all of its officers, directors and employees, from and against all claims, suits, demands, causes of action, damages, losses, costs and expenses, including reasonable attorney's and Contractor's fees and expenses, but only to the extent caused by Contractor's negligent performance of the Work under this Agreement, or occasioned by any breach or nonperformance of its terms, provided that any such claim, suit, demand, cause of action, damage, loss, cost, fees or expense: (a) is attributable to bodily injury, sickness, disease or death, or patent infringement, or injury to or destruction of tangible or real property, including the loss of use thereof and consequential damages resulting therefrom, or is attributable to damages from economic harm or loss; and (b) is caused in whole or in part by any negligent act or omission, wrongful act, or other breach of duty of Contractor or anyone directly or indirectly employed by it or anyone for whose acts it may be liable, regardless of whether such claim, suit, damage, loss, cost or expense is caused in part by any joint, several or comparative, but not sole, negligent act or omission, of City.

13.4 The foregoing obligations of Contractor shall not be affected or limited in any way by any insurance required of or provided to Contractor under the Agreement. The indemnification and hold harmless obligations as provided herein shall not negate, abridge or otherwise reduce any other right and remedy of City or obligation of indemnity by Contractor which would otherwise exist in favor of City under this Agreement.

14. GOVERNMENT COMPLIANCE:

Contractor agrees to comply with all federal, state and local laws, executive orders, rules, regulations and codes which may be applicable to Contractor's performance of its obligations under this Agreement, and all relevant provisions thereof are incorporated herein by this reference. Contractor agrees to indemnify and hold harmless City 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.

15. NONDISCRIMINATION:

Contractor represents and warrants that it and all of its officers, employees, agents, contractors and subcontractors shall comply with all laws of the United States, the State of Indiana and City 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.

16. 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"), Contractor 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 D, affirming that it is enrolled and participating in the E-verify program and does not knowingly employ unauthorized aliens. In support of the Affidavit, **Contractor shall provide the City with documentation indicating that it has enrolled and is participating in the E-Verify program.** Should Contractor 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 subcontractor. Should the Contractor or any subcontractor violate the Indiana E-Verify law, the City 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.

17. OWNERSHIP AND USE OF DOCUMENTS:

The Reports, Recommendations, Analyses, Surveys, Data, Calculations, Drawings, Schedules, Specifications and other documents prepared or employed by Contractor during the course of furnishing the Work to City under this Agreement shall be and become the property of the City, whether the Project is completed or not; accordingly, such materials may be used by the City for information and reference and in connection with City's involvement on the Project. Such items and documents may also be used by City for completion of the Project or work with respect thereto by others if Contractor is in default under this Agreement, in which case Contractor shall provide City with reproducible copies of such reports, recommendations, analyses, surveys, data, calculations, drawings, schedules, specifications and other documents for such use but shall not be obligated to sign, certify or seal such copies. Contractor may utilize the name, images or descriptions of the Project in its promotional and marketing materials, except that it shall not utilize, publish or advertise any unique or distinctive components of the design, drawings or specifications for the Project in such promotional and marketing materials without first obtaining the written consent of City. Contractor will have no liability to City arising from City's use or alteration of the above-referenced documents on any unrelated project.

18. 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.

19. NON-ASSIGNMENT:

Contractor 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 City's prior written consent.

20. RELATIONSHIP OF PARTIES:

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

21. GOVERNING LAW; CONFLICT RESOLUTION:

21.1 General. City and Contractor are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, City and Contractor each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

City and Contractor shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement within the period specified by applicable law, but if not otherwise specified by applicable law, within not more than ten (10) years after the date of Substantial Completion of the Work.

All Contract Documents are to be construed in accordance with and governed by the laws of the State of Indiana, except for its conflict of laws provisions.

21.2 Litigation. Claims, disputes and other matters in controversy arising out of or related to this Agreement, not otherwise resolved in accordance with the provisions above, 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 Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has jurisdiction over same, and any hearing, trial or conference shall take place in that locale, unless agreed to otherwise in writing by City and Contractor. City and Contractor consent to the choice of law, the choice of dispute resolution designated by them, venue as provided herein, and to personal jurisdiction over each of them as provided herein and waive any right to object to the exercise of personal jurisdiction by the court and to exclusive venue in this locale.

Any award, judgment or agreement in settlement of a dispute concerning such matters and resulting from negotiations or litigation in which City and Contractor are parties or participants shall be as binding upon surety as though surety were named and joined in such proceeding, provided that Contractor has been given a reasonable opportunity to join, participate, assist or provide supporting evidence in the presentation of any claim, defense or other issue in controversy that is settled or resolved thereby.

21.3 Continuation of Work. Provided City continues to make payments of amounts not in dispute, no dispute under this Paragraph shall interfere with the progress of the Work, and Contractor shall proceed with furnishing the Work, including disputed performance, despite the existence of, and without awaiting the resolution of, any such dispute. The failure or refusal of Contractor to continue performing under such circumstances shall constitute a default under this Agreement.

21.4 Claims Against Third Parties. In any instance or proceeding whereby any claim, dispute or other matter in controversy between City and Contractor involves, arises from or gives rise to a similar claim, dispute or other matter in controversy as between City and another third-party, Contractor

shall furnish and present to City non-privileged evidence, documentation and other information to support its claim, defense or other position with respect thereto.

21.5 Waiver of Consequential Damages. Contractor waives any claims against City for consequential damages arising out of or relating to this Agreement. This waiver includes damages incurred by Contractor for principal office expenses, including the compensation of personnel stationed there and other components of home office overhead, for losses of financing, business and reputation, for loss of management or employee productivity or of the services of such persons and for loss of profit except anticipated profit arising directly from the Work being performed hereunder. This waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with this Agreement.

22. 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.

23. 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 City:	City of Carmel Street Department 3400 W 131 st Street Carmel, Indiana 46074	<u>AND</u>	City of Carmel Office of Corporation Counsel One Civic Square Carmel, Indiana 46032
-------------	---	-------------------	--

If to Contractor:	Howard Asphalt, LLC d/b/a Howard Companies 2916 Kentucky Avenue Indianapolis, Indiana 46221
-------------------	---

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.

24. TERMINATION:

24.1 Notwithstanding anything to the contrary contained in this Agreement, City may, upon notice to Contractor, immediately terminate this Agreement for cause, in the event of a default hereunder by Contractor 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, Contractor 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 Contract Price amount in effect at the time of termination, unless the parties have previously agreed in writing to a greater amount.

24.2 City may terminate this Agreement at any time upon thirty (30) days prior notice to Contractor. In the

event of such termination, Contractor 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 Contract Price amount in effect at the time of termination, unless the parties have previously agreed in writing to a greater amount.

25. REPRESENTATIONS AND AUTHORITY TO EXECUTE:

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.

26. FINAL COMPLETION AND CLOSEOUT:

In addition to any requirements for final completion and closeout listed in General and Supplementary Conditions, as a condition of final payment and Contract closeout, Contractor certifies or shall submit to City the following:

- a. Contractor certifies that payrolls, bills for materials and equipment, and other indebtedness connected with the Work, for which City or City's property might be responsible or encumbered, (less amounts withheld by the City) have been paid or otherwise satisfied;
- b. Any applicable Contractor guarantees and warranties;
- c. A certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect;
- d. Consent of surety, if any, to final payment;
- e. As-constructed record copy of the Contract Documents marked to indicate field changes and selections made during construction;
- f. If applicable, all manufacturer's warranties, product data, testing and/or inspection results or reports, and maintenance and operations manuals;
- g. If required by City, other data establishing payment or satisfaction of obligations, such as receipts, or releases and waivers of liens, claims, security interests, or encumbrances, arising out of the Contract, to the extent and in such form as may be designated by City;
- h. Any other submittals required by the Contract Documents; and
- i. Satisfactory evidence that any claims or liens filed have been discharged or satisfied. If an architect, a consultant, or a subcontractor, or other person or entity providing services or work for the Contractor, refuses to furnish a release or waiver required by City, the Contractor may furnish a bond satisfactory to the City to indemnify City against such liens, claims, security interests, or encumbrances. If such liens, claims, security interests, or encumbrances remains unsatisfied after payments are made, the Contractor shall refund to City all money that City may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorney's fees.

27. TERM:

Unless otherwise terminated in accordance with the termination provisions under Contract Documents hereinabove, this Agreement shall be in effect from the Effective Date through satisfactory completion of the Work and delivery of all Goods and Services according to the established schedule.

28. 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.

29. 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.

30. NO THIRD PARTY BENEFICIARIES:

This Agreement gives no rights or benefits to anyone other than City and Contractor.

31. DEBARMENT AND SUSPENSION:

31.1 The Contractor certifies 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.

31.2 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 immediately notify the City if any subcontractor becomes debarred or suspended, and shall, at the City's request, take all steps required by the City to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

32. PRIOR WORK:

In the event that Contractor has delivered any Goods and Services and/or performed any of the Work under this Agreement prior to the date of this Agreement, pursuant to an authorization to proceed or verbal directive issued by City to Contractor or a letter of intent or verbal understanding entered into by and between City and Contractor, this Agreement and all of the terms and conditions thereof, including the payment obligations of City for such prior deliveries and/or performance, shall govern such prior deliveries and/or performance to the same extent as though they were performed or delivered after the date hereof, and any amounts that were earned by Contractor and paid by City to Contractor, or earned by Contractor and still to be paid by City to Contractor, for such other previously delivered Goods and Services or performed Work, shall be applied as a credit against Contractor's overall compensation under this Agreement.

33. RIGHT TO ATTORNEY FEES:

In the event City employs attorneys or incurs other expenses it may deem necessary to protect or enforce its rights under the Agreement where Contractor is in default or breach of the Agreement, or City otherwise is required to undertake performance of Contractor's obligations hereunder because of Contractor's failure or refusal to perform, Contractor agrees to pay the attorney fees, costs and expenses so incurred by City. Furthermore, wherever in the Agreement Contractor agrees to pay expenses incurred by City such expenses shall include, but are not limited to, attorney fees incurred by City.

34. DRUG FREE WORK SITE:

Contractor and its employees shall comply with all provisions of the Drug Free Workplace Act of 1988 as amended. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the workplace is prohibited. Contractor is responsible for the development implementation, administration

and enforcement of a formal substance abuse policy ("Substance Abuse Policy") which, as, a minimum, meets the standards set forth by the City.

35. COMPLIANCE WITH IND. CODE § 5-16-13:

To the extent that this Project and Agreement is subject to the requirements of Indiana Code § 5-16-13 *et seq.*, which are incorporated by reference as if fully restated herein, Contractor shall comply with all applicable requirements set forth therein.

36. 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 the Contract, whether the same is in the possession or control of Contractor or City, 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.

37. COMPETING LAWS:

As between inconsistent provisions among Federal, State and local laws, Contractor should generally comply with the more stringent requirement, unless a Federal law, rule or regulation requires that the affected Federal provision be observed, notwithstanding the existence of a more stringent applicable State or local requirement.

38. IRAN CERTIFICATION:

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

39. 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.

40. ENTIRE AGREEMENT:

This Agreement, together with any exhibits attached hereto or referenced herein, constitutes the entire agreement between Contractor and City 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.

Howard Asphalt, LLC d/b/a Howard Companies
Street Department - 2026
Appropriation #2201 2201 43-502.00 Motor Vehicle Highway Fund, 2201 2201 43-502.02 Motor Vehicle Highway Fund
P.O. #119623
Contract Not To Exceed \$2,377,880.04

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

CITY OF CARMEL, INDIANA

Howard Asphalt, LLC d/b/a Howard Companies

by and through its Board of Public
Works and Safety

By:

By: 

Laura Campbell, Presiding Officer
Date: _____

Authorized Signature

James Barlow, Member
Date: _____

JOSH DILLON

Printed Name

Alan Potasnik, Member
Date: _____

DIR OF PRE CONSTRUCTION

Title

ATTEST:

FID/TIN: 61-1895705

Jacob Quinn, Clerk
Date: _____

Date: 04.20.24



Exhibit A
City of Carmel
Streets
Matt Higginbotham, Commissioner
One Civic Square, Carmel, IN 46032

[HOWARD COMPANIES] RESPONSE DOCUMENT REPORT

IFB No. TBD

26-STR-03 Additional Paving

RESPONSE DEADLINE: April 15, 2026 at 9:00 am

Report Generated: Thursday, April 16, 2026

Howard Companies Response

CONTACT INFORMATION

Company:

Howard Companies

Email:

jdillon@howardcompanies.com

Contact:

Josh Dillon

Address:

2916 Kentucky Ave
n/a
indianapolis, IN 46221

Phone:

N/A

Website:

www.howardcompanies.com

Submission Date:

Apr 15, 2026 8:49 AM (Eastern Time)

[HOWARD COMPANIES] RESPONSE DOCUMENT REPORT
IFB No. TBD
26-STR-03 Additional Paving

ADDENDA CONFIRMATION

Addendum #1
Confirmed Apr 15, 2026 8:48 AM by Josh Dillon

QUESTIONNAIRE

1. BIDDER INFORMATION

I CERTIFY THAT I, THE INDIVIDUAL RESPONDING TO THIS IFB, AM AN AUTHORIZED REPRESENTATIVE WITH THE AUTHORITY TO CERTIFY AND SUBMIT THE FOLLOWING LEGALLY BINDING STATEMENTS IN THIS RESPONSE ON BEHALF OF MY COMPANY.*

Confirmed

AUTHORIZED REPRESENTATIVE CONTACT INFORMATION:*

Please enter name, title, phone and email of the authorized representative

Josh Dillon
Director of Pre-Construction
jdillon@howardcompanies.com
317-849-9666

BIDDER IS A/AN:*

Other

IF YOU SELECTED OTHER, PLEASE EXPLAIN BELOW:

Limited Liability Company

IS THE BIDDER A FOREIGN CORPORATION?*

[HOWARD COMPANIES] RESPONSE DOCUMENT REPORT
Invitation For Bid - 26-STR-03 Additional Paving
Page 2

No

2. BID PROPOSAL

BID PROPOSAL CONFIRMATION*

The undersigned Bidder proposes to furnish all necessary labor, machinery, tools, apparatus, materials, equipment, service and other necessary supplies, and to perform and fulfill all obligations incident thereto in strict accordance with and within the time(s) provided by the terms and conditions of the Contract Documents for the above described Work and Project, including any and all addenda thereto, for the Unit Prices applicable to the Contract Items as stated in the pricing table. The Bidder acknowledges that evaluation of the lowest Bid shall be based on such price and further acknowledges that the unit quantities listed in pricing table of this Proposal are estimates solely for the purpose of Bid evaluation and Contract award, and are not to be construed as exact or binding. The Bidder further understands that all Work which may result on the Contract shall be compensated for on a Unit Price basis and that the OWNER and ENGINEER cannot and do not guarantee the amount or quantity of any item of Work to be performed or furnished under the Contract.

Confirmed

CONTRACT DOCUMENTS CONFIRMATION*

The Bidder agrees to be bound by the terms and provisions of all Contract Documents as defined in the Standard General Conditions and incorporates such Contract Documents herein by reference.

Confirmed

DO YOU HAVE ANY EXCEPTIONS TO THE SPECIFICATIONS OR OTHER CONTRACT DOCUMENTS?*

No

FINANCIAL STATEMENT*

Attachment of Bidder's financial statement is mandatory. Any Bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to OWNER must be specific enough in detail so that OWNER can make a proper determination of the Bidder's capability for completing the Work/Project if awarded. Information on

[HOWARD COMPANIES] RESPONSE DOCUMENT REPORT

IFB No. TBD

26-STR-03 Additional Paving

Bidder's company and financial statement shall be consistent with the information requested on the State Board of Accounts Form 96, entitled "CONTRACTOR'S BID FOR PUBLIC WORK". Completed Form 96 shall be uploaded with the Financial Statement.

26-STR-03_Form_96_&_Financial_-_Executed.pdf

ADDITIONAL DECLARATIONS*

- A. Bidder certifies for itself and all its subcontractors compliance with all existing laws of the United States and the State of Indiana prohibiting the discrimination against any employee or applicant for employment or subcontract work in the performance of the Work contemplated by the Agreement with respect to hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment or subcontracting because of race, religion, color, sex, handicap, national origin, ancestry, age, disabled veteran status or Vietnam era veteran status. The City of Carmel reserves the right to collect a penalty as provided in IC 5-16-6-1 for any person discriminated against.
- B. The Bidder certifies that he/she has thoroughly examined the site of the Project/Work and informed himself/herself fully regarding all conditions under which he/she will be obligated to operate and that in any way affect the Work, and knows, understands and accepts the existing conditions. The Bidder further certifies that he/she has thoroughly reviewed the Contract Documents, including all Addenda, and has had the opportunity to ask questions and obtain interpretations or clarifications concerning Contract Documents.

Confirmed

3. NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT*

The individual person(s) executing this Bid Proposal, being first duly sworn, depose(s) and state(s) that the Bidder has not directly or indirectly entered into a combination, collusion, undertaking or agreement with any other Bidder or person (i) relative to the price(s) proposed herein or to be bid by another person, or (ii) to prevent any person from bidding, or (iii) to induce a person to refrain from Bidding; and furthermore, this Bid Proposal is made and submitted without reference to any other bids and without agreement, understanding or combination, either directly or indirectly, with any persons with reference to such bidding in any way or manner whatsoever.

Confirmed

[HOWARD COMPANIES] RESPONSE DOCUMENT REPORT

Invitation For Bid - 26-STR-03 Additional Paving

Page 4

SIGNATURE AND NOTARIZATION*

Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- [Signature.pdf](#)

26-STR-03_Signature_Form_-_Executed.pdf

4. BID BOND

BID BOND*

Please download the below documents, complete, and upload.

- [BID BOND.pdf](#)

26-STR-03_Bid_Bond_-_Executed.pdf

5. SUBCONTRACTOR LIST

SUBCONTRACTOR LIST*

Please download the below documents, complete, and upload.

- [SUBCONTRACTORS_LIST.pdf](#)

Subcontractors_List_-_Executed.pdf

PRICE TABLES

TABLE 1- CLAY CENTER RD

Main St to 116th St

[HOWARD COMPANIES] RESPONSE DOCUMENT REPORT
 IFB No. TBD
 26-STR-03 Additional Paving

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	AET or AE 150 TAC	1,081	GAL	\$1.00	\$1,081.00
2	9.5mm Type B Surface	0	TON	\$0.00	
3	9.5mm Type C Surface	1,858.31	TON	\$82.50	\$153,310.575
4	1.5" Asphalt Mill	22,525	SYS	\$1.50	\$33,787.50
5	4" Solid/Broken Yellow Thermo	17,784	L.F.	\$0.71	\$12,626.64
6	4" Solid/Broken White Thermo	18,283	L.F.	\$0.71	\$12,980.93
7	24" Yellow Crosshatch Thermo	135	L.F.	\$11.50	\$1,552.50
8	White 12" Solid Thermo	34	L.F.	\$3.75	\$127.50
9	White 6" Solid Thermo	18	L.F.	\$1.30	\$23.40
10	White 8" Solid Thermo	143	L.F.	\$2.00	\$286.00
11	Lane indicator Thermo	5	EA.	\$230.00	\$1,150.00
12	Fishhook Arrows Thermo	0	EA.	\$0.00	
13	Piano Keys Thermo	214	L.F.	\$11.50	\$2,461.00
14	Shark Teeth Thermo	45	L.F.	\$13.50	\$607.50
15	Stop Bar Thermo	0	L.F.	\$0.00	
16	Word "ONLY" Thermo	0	EA.	\$0.00	

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
17	Roll Curb Partial Replacement	0	L.F.	\$0.00	
18	Chairback Curb Partial Replacement	400	L.F.	\$78.00	\$31,200.00
19	4' Wide Sidewalk 4" Depth	180	L.F.	\$46.00	\$8,280.00
20	4' ADA Ramp	0	EA.	\$2,500.00	
21	Greater than 4' ADA Ramps	8	EA.	\$3,000.00	\$24,000.00
TOTAL					\$283,474.545

TABLE 2- SPRING MILL RD
 Main St to 116th St

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
22	AET or AE 150 TAC	1,641	GAL	\$1.00	\$1,641.00
23	9.5mm Type B Surface	0	TON	\$0.00	
24	9.5mm Type C Surface	2,819.69	TON	\$82.50	\$232,624.425
25	1.5" Asphalt Mill	34,178	SYS	\$1.50	\$51,267.00
26	4" Solid/Broken Yellow Thermo	6,156	L.F.	\$0.71	\$4,370.76
27	4" Solid/Broken White Thermo	0	L.F.	\$0.00	
28	24" Yellow Crosshatch Thermo	300	L.F.	\$11.50	\$3,450.00

[HOWARD COMPANIES] RESPONSE DOCUMENT REPORT
 IFB No. TBD
 26-STR-03 Additional Paving

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
29	White 12" Solid Thermo	0	L.F.	\$0.00	
30	White 6" Solid Thermo	2,252	L.F.	\$1.30	\$2,927.60
31	White 8" Solid Thermo	79	L.F.	\$2.00	\$158.00
32	Lane indicator Thermo	16	EA.	\$230.00	\$3,680.00
33	Fishhook Arrows Thermo	4	EA.	\$325.00	\$1,300.00
34	Piano Keys Thermo	835	L.F.	\$11.50	\$9,602.50
35	Shark Teeth Thermo	156	L.F.	\$13.50	\$2,106.00
36	Stop Bar Thermo	18	L.F.	\$11.50	\$207.00
37	Word "ONLY" Thermo	1	EA.	\$260.00	\$260.00
38	Roll Curb Partial Replacement	0	L.F.	\$0.00	
39	Chairback Curb Partial Replacement	3,011	L.F.	\$78.00	\$234,858.00
40	4' Wide Sidewalk 4" Depth	92	L.F.	\$46.00	\$4,232.00
41	4' ADA Ramp	0	EA.	\$2,500.00	
42	Greater than 4' ADA Ramps	4	EA.	\$3,000.00	\$12,000.00
TOTAL					\$564,684.285

TABLE 3- WESTFIELD BLVD

106th St to 96th St

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
43	AET or AE 150 TAC	1,431	GAL	\$1.00	\$1,431.00
44	9.5mm Type B Surface	0	TON	\$0.00	
45	9.5mm Type C Surface	2,459.66	TON	\$82.50	\$202,921.95
46	1.5" Asphalt Mill	29,814	SYS	\$1.50	\$44,721.00
47	4" Solid/Broken Yellow Thermo	4,935	L.F.	\$0.71	\$3,503.85
48	4" Solid/Broken White Thermo	6,497	L.F.	\$0.71	\$4,612.87
49	24" Yellow Crosshatch Thermo	26	L.F.	\$11.50	\$299.00
50	White 12" Solid Thermo	45	L.F.	\$3.75	\$168.75
51	White 6" Solid Thermo	512	L.F.	\$1.30	\$665.60
52	White 8" Solid Thermo	113	L.F.	\$2.00	\$226.00
53	Lane indicator Thermo	10	EA.	\$230.00	\$2,300.00
54	Fishhook Arrows Thermo	0	EA.	\$0.00	
55	Piano Keys Thermo	165	L.F.	\$11.50	\$1,897.50
56	Shark Teeth Thermo	80	L.F.	\$13.50	\$1,080.00
57	Stop Bar Thermo	13	L.F.	\$11.50	\$149.50

[HOWARD COMPANIES] RESPONSE DOCUMENT REPORT
 IFB No. TBD
 26-STR-03 Additional Paving

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
58	Word "ONLY" Thermo	8	EA.	\$260.00	\$2,080.00
59	Roll Curb Partial Replacement	0	L.F.	\$0.00	
60	Chairback Curb Partial Replacement	850	L.F.	\$78.00	\$66,300.00
61	4' Wide Sidewalk 4" Depth	155	L.F.	\$46.00	\$7,130.00
62	4' ADA Ramp	0	EA.	\$2,500.00	
63	Greater than 4' ADA Ramps	6	EA.	\$3,000.00	\$18,000.00
TOTAL					\$357,487.02

TABLE 4- 106TH ST
 Westfield Blvd to Keystone Pkwy

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
64	AET or AE 150 TAC	720	GAL	\$1.00	\$720.00
65	9.5mm Type B Surface	0	TON	\$0.00	
66	9.5mm Type C Surface	1,237.5	TON	\$82.50	\$102,093.75
67	1.5" Asphalt Mill	15,000	SYS	\$1.50	\$22,500.00
68	4" Solid/Broken Yellow Thermo	12,488	L.F.	\$0.71	\$8,866.48
69	4" Solid/Broken White Thermo	3,699	L.F.	\$0.71	\$2,626.29

[HOWARD COMPANIES] RESPONSE DOCUMENT REPORT
 IFB No. TBD
 26-STR-03 Additional Paving

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
70	24" Yellow Crosshatch Thermo	52	L.F.	\$11.50	\$598.00
71	White 12" Solid Thermo	0	L.F.	\$0.00	
72	White 6" Solid Thermo	7,728	L.F.	\$1.30	\$10,046.40
73	White 8" Solid Thermo	1,358	L.F.	\$2.00	\$2,716.00
74	Lane indicator Thermo	0	EA.	\$0.00	
75	Fishhook Arrows Thermo	2	EA.	\$325.00	\$650.00
76	Piano Keys Thermo	204	L.F.	\$11.50	\$2,346.00
77	Shark Teeth Thermo	75	L.F.	\$13.50	\$1,012.50
78	Stop Bar Thermo	0	L.F.	\$0.00	
79	Word "ONLY" Thermo	0	EA.	\$0.00	
80	Roll Curb Partial Replacement	0	L.F.	\$0.00	
81	Chairback Curb Partial Replacement	175	L.F.	\$78.00	\$13,650.00
82	4' Wide Sidewalk 4" Depth	0	L.F.	\$46.00	
83	4' ADA Ramp	0	EA.	\$2,500.00	
84	Greater than 4' ADA Ramps	0	EA.	\$3,000.00	
TOTAL					\$167,825.42

TABLE 5- DORSET BLVD
 Spring Mill Rd to Illinois St

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
85	AET or AE 150 TAC	72	GAL	\$1.00	\$72.00
86	9.5mm Type B Surface	0	TON	\$0.00	
87	9.5mm Type C Surface	127.08	TON	\$82.50	\$10,484.10
88	1.5" Asphalt Mill	1,504	SYS	\$1.50	\$2,256.00
89	4" Solid/Broken Yellow Thermo	72	L.F.	\$0.71	\$51.12
90	4" Solid/Broken White Thermo	0	L.F.	\$0.00	
91	24" Yellow Crosshatch Thermo	0	L.F.	\$0.00	
92	White 12" Solid Thermo	0	L.F.	\$0.00	
93	White 6" Solid Thermo	30	L.F.	\$1.30	\$39.00
94	White 8" Solid Thermo	28	L.F.	\$2.00	\$56.00
95	Lane indicator Thermo	0	EA.	\$0.00	
96	Fishhook Arrows Thermo	0	EA.	\$0.00	
97	Piano Keys Thermo	181	L.F.	\$11.50	\$2,081.50
98	Shark Teeth Thermo	24	L.F.	\$13.50	\$324.00
99	Stop Bar Thermo	26	L.F.	\$11.50	\$299.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
100	Word "ONLY" Thermo	0	EA.	\$0.00	
101	Roll Curb Partial Replacement	0	L.F.	\$0.00	
102	Chairback Curb Partial Replacement	0	L.F.	\$78.00	
103	4' Wide Sidewalk 4" Depth	150	L.F.	\$46.00	\$6,900.00
104	4' ADA Ramp	6	EA.	\$2,500.00	\$15,000.00
105	Greater than 4' ADA Ramps	0	EA.	\$0.00	
TOTAL					\$37,562.72

TABLE 6- 116TH ST
 Shelborne Rd to Towne Rd

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
106	AET or AE 150 TAC	966	GAL	\$1.00	\$966.00
107	9.5mm Type B Surface	0	TON	\$0.00	
108	9.5mm Type C Surface	1,660.56	TON	\$82.50	\$136,996.20
109	1.5" Asphalt Mill	20,128	SYS	\$1.50	\$30,192.00
110	4" Solid/Broken Yellow Thermo	12,710	L.F.	\$0.71	\$9,024.10
111	4" Solid/Broken White Thermo	12,203	L.F.	\$0.71	\$8,664.13

[HOWARD COMPANIES] RESPONSE DOCUMENT REPORT
 IFB No. TBD
 26-STR-03 Additional Paving

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
112	24" Yellow Crosshatch Thermo	468	L.F.	\$11.50	\$5,382.00
113	White 12" Solid Thermo	0	L.F.	\$0.00	
114	White 6" Solid Thermo	0	L.F.	\$0.00	
115	White 8" Solid Thermo	0	L.F.	\$0.00	
116	Lane indicator Thermo	7	EA.	\$230.00	\$1,610.00
117	Fishhook Arrows Thermo	2	EA.	\$325.00	\$650.00
118	Piano Keys Thermo	80	L.F.	\$11.50	\$920.00
119	Shark Teeth Thermo	24	L.F.	\$13.50	\$324.00
120	Stop Bar Thermo	0	L.F.	\$0.00	
121	Word "ONLY" Thermo	0	EA.	\$0.00	
122	Roll Curb Partial Replacement	0	L.F.	\$0.00	
123	Chairback Curb Partial Replacement	150	L.F.	\$78.00	\$11,700.00
124	4' Wide Sidewalk 4" Depth	92	L.F.	\$46.00	\$4,232.00
125	4' ADA Ramp	0	EA.	\$0.00	
126	Greater than 4' ADA Ramps	4	EA.	\$3,000.00	\$12,000.00
TOTAL					\$222,660.43

TABLE 7- 126TH ST
 Shelborne Rd to Towne Rd

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
127	AET or AE 150 TAC	1,153	GAL	\$1.00	\$1,153.00
128	9.5mm Type B Surface	0	TON	\$0.00	
129	9.5mm Type C Surface	1,981.65	TON	\$82.50	\$163,486.125
130	1.5" Asphalt Mill	24,020	SYS	\$1.50	\$36,030.00
131	4" Solid/Broken Yellow Thermo	0	L.F.	\$0.00	
132	4" Solid/Broken White Thermo	901	L.F.	\$0.71	\$639.71
133	24" Yellow Crosshatch Thermo	0	L.F.	\$0.00	
134	White 12" Solid Thermo	0	L.F.	\$0.00	
135	White 6" Solid Thermo	0	L.F.	\$0.00	
136	White 8" Solid Thermo	65	L.F.	\$2.00	\$130.00
137	Lane indicator Thermo	8	EA.	\$230.00	\$1,840.00
138	Fishhook Arrows Thermo	0	EA.	\$0.00	
139	Piano Keys Thermo	562	L.F.	\$11.50	\$6,463.00
140	Shark Teeth Thermo	47	L.F.	\$13.50	\$634.50
141	Stop Bar Thermo	0	L.F.	\$0.00	

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
142	Word "ONLY" Thermo	8	EA.	\$260.00	\$2,080.00
143	Roll Curb Partial Replacement	0	L.F.	\$0.00	
144	Chairback Curb Partial Replacement	2,000	L.F.	\$78.00	\$156,000.00
145	4' Wide Sidewalk 4" Depth	215	L.F.	\$46.00	\$9,890.00
146	4' ADA Ramp	0	EA.	\$2,500.00	
147	Greater than 4' ADA Ramps	12	EA.	\$3,000.00	\$36,000.00
TOTAL					\$414,346.335

TABLE 8- PENNSYLVANIA PKWY
 116th St to 111th St

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
148	AET or AE 150 TAC	555	GAL	\$1.00	\$555.00
149	9.5mm Type B Surface	0	TON	\$0.00	
150	9.5mm Type C Surface	954.61	TON	\$82.50	\$78,755.325
151	1.5" Asphalt Mill	11,571	SYS	\$1.50	\$17,356.50
152	4" Solid/Broken Yellow Thermo	1,763	L.F.	\$0.71	\$1,251.73
153	4" Solid/Broken White Thermo	3,712	L.F.	\$0.71	\$2,635.52

[HOWARD COMPANIES] RESPONSE DOCUMENT REPORT
 IFB No. TBD
 26-STR-03 Additional Paving

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
154	24" Yellow Crosshatch Thermo	0	L.F.	\$0.00	
155	White 12" Solid Thermo	0	L.F.	\$0.00	
156	White 6" Solid Thermo	0	L.F.	\$0.00	
157	White 8" Solid Thermo	50	L.F.	\$2.00	\$100.00
158	Lane indicator Thermo	4	EA.	\$230.00	\$920.00
159	Fishhook Arrows Thermo	6	EA.	\$325.00	\$1,950.00
160	Piano Keys Thermo	351	L.F.	\$11.50	\$4,036.50
161	Shark Teeth Thermo	0	L.F.	\$0.00	
162	Stop Bar Thermo	0	L.F.	\$0.00	
163	Word "ONLY" Thermo	4	EA.	\$260.00	\$1,040.00
164	Roll Curb Partial Replacement	0	L.F.	\$0.00	
165	Chairback Curb Partial Replacement	1,115	L.F.	\$78.00	\$86,970.00
166	4' Wide Sidewalk 4" Depth	0	L.F.	\$46.00	
167	4' ADA Ramp	0	EA.	\$2,500.00	
168	Greater than 4' ADA Ramps	0	EA.	\$3,000.00	
TOTAL					\$195,570.575

TABLE 9- 111TH ST

West of Pavement Break on Illinois St to Pennsylvania St

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
169	AET or AE 150 TAC	327	GAL	\$1.00	\$327.00
170	9.5mm Type B Surface	0	TON	\$0.00	
171	9.5mm Type C Surface	561.99	TON	\$82.50	\$46,364.175
172	1.5" Asphalt Mill	6,812	SYS	\$1.50	\$10,218.00
173	4" Solid/Broken Yellow Thermo	4,601	L.F.	\$0.71	\$3,266.71
174	4" Solid/Broken White Thermo	1,142	L.F.	\$0.71	\$810.82
175	24" Yellow Crosshatch Thermo	156	L.F.	\$11.50	\$1,794.00
176	White 12" Solid Thermo	0	L.F.	\$0.00	
177	White 6" Solid Thermo	0	L.F.	\$0.00	
178	White 8" Solid Thermo	705	L.F.	\$2.00	\$1,410.00
179	Lane indicator Thermo	7	EA.	\$230.00	\$1,610.00
180	Fishhook Arrows Thermo	0	EA.	\$0.00	
181	Piano Keys Thermo	371	L.F.	\$11.50	\$4,266.50
182	Shark Teeth Thermo	89	L.F.	\$13.50	\$1,201.50
183	Stop Bar Thermo	0	L.F.	\$0.00	

[HOWARD COMPANIES] RESPONSE DOCUMENT REPORT
 IFB No. TBD
 26-STR-03 Additional Paving

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
184	Word "ONLY" Thermo	0	EA.	\$0.00	
185	Roll Curb Partial Replacement	0	L.F.	\$0.00	
186	Chairback Curb Partial Replacement	450	L.F.	\$78.00	\$35,100.00
187	4' Wide Sidewalk 4" Depth	150	L.F.	\$46.00	\$6,900.00
188	4' ADA Ramp	0	EA.	\$0.00	
189	Greater than 4' ADA Ramps	7	EA.	\$3,000.00	\$21,000.00
TOTAL					\$134,268.705

BID OF

Howard Companies _____
(Contractor)

2916 S Kentucky Ave _____
(Address)

Indianapolis, IN 46221 _____

FOR

PUBLIC WORKS PROJECTS

OF

Carmel 26-STR-03 Additional Paving _____

Filed April _____, 2026

Action taken _____



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)
Prescribed by State Board of Accounts

PART I

(To be completed for all bids. Please type or print)

Date (month, day, year): April 15, 202

1. Governmental Unit (Owner): City of Carmel

2. County : Hamilton

3. Bidder (Firm): Howard Asphalt LLC dba Howard Companies

Address: 2916 S. Kentucky Ave

City/State/ZIPcode: Indianapolis, IN 46221

4. Telephone Number: 317-849-9666

5. Agent of Bidder (if applicable): Josh Dillon <jdillon@howardcompanies.com>

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of Carmel 26-STR-03 Additional Paving

(Governmental Unit) in accordance with plans and specifications prepared by _____

Carmel Engineering Department and dated April 2026 for the sum of

Two million three hundred seventy-five thousand eight hundred eighty dollars & four cents \$ 2,375,880.04

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS

(If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this 15th day of April, 2026, subject to the following conditions: _____

Contracting Authority Members:

PART II

(For projects of \$150,000 or more – IC 36-1-12-4)

Governmental Unit: City of Carmel

Bidder (Firm) Howard Asphalt LLC DBA Howard Companies

Date (month, day, year): April 15, 2026

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
846,658.50	Paving	2026	Johnson County
3,200,463.65	Paving	2026	City of Indianapolis
3,258,375.20	Paving	2026	City of Indianapolis
1,539,111.38	Paving	2026	Town of Avon

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
1,857,935.00	Paving	2027	City of Greenwood
1,679,596.25	Paving	2027	Town of Brownsburg
6,341,446.73	Paving	2027	City of Carmel
1,447,101.50	Paving	2027	Town of Avon

3. Have you ever failed to complete any work awarded to you? No If so, where and why?

4. List references from private firms for which you have performed work.

See Attached Sheet

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

Howard Companies possesses numerous assets allowing us to meet or exceed project schedules including:

(2) asphalt plants, over (60) Tri-axle dump trucks, (5) paving crews, (4) milling crews with both 7' and 4' self-loading cold milling machine, (4) Concrete crews as well as striping, signage, and sealcoating crews.

Once awarded the project, Howard Companies will assign a project manager and superintendent to oversee construction superintendent to oversee construction and maintain schedules. we will assemble a construction schedule that will meet deadlines.

2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

See Attached Sheet

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

None

4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

See Attached Sheet

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

Howard Companies will supply all materials for the project.

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SECTION IV CONTRACTOR'S NON – COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at Indianapolis this 15th day of April, 2026

Howard Companies
(Name of Organization)

By [Signature]

Director of Pre-Construction
(Title of Person Signing)

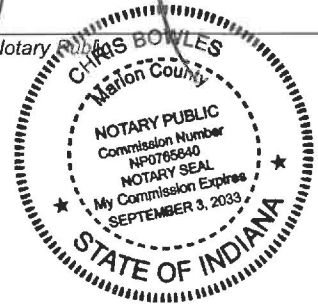
ACKNOWLEDGEMENT

STATE OF Indiana)
) ss
COUNTY OF Marion)

Before me, a Notary Public, personally appeared the above-named Josh Dillon and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 15th day of April 2026.

[Signature]
Notary Public



My Commission Expires: 09/03/2033

County of Residence: Marion



Corporate Office

2916 Kentucky Ave
Indianapolis, IN 46221
Phone: 317-849-9666

Reference List

- City of Fishers
- City of Carmel
- Johnson County
- CBRE Inc
- CFH Enterprises LLC
- Cohron Manufactured Homes
- Cushman & Wakefield
- Jones Lang Lasalle
- Platinum Properties Management Co. LLC
- Pulte Homes of Indiana
- Shiel Sexton Company
- Turner Construction Company
- D.R. Horton

For Form 96A



Corporate Office

2916 Kentucky Ave
 Indianapolis, IN 46221
 Phone: 317-849-9666

Subcontractor List

McCrite Milling	810 Industrial Blvd New Albany, IN 47150	Milling
DWD Company LLC	1401 S. Holt Road Indianapolis, IN 46241	Milling
Mamco	6200 E. Highway 62 Jeffersonville, IN 47130	Milling
All Around Concrete	PO Box 166 Monrovia, IN 46157	Concrete
CC&T Construction Co	5051 Prospect Street Indianapolis, IN 46203	Concrete
Sitecrete	404 W. Gimber Street Indianapolis, IN 46225	Concrete
Indiana Sign & Barricade	5240 E. 25 th Street Indianapolis, IN 46218	Signs and Barrels
Gridlock Traffic Systems Inc	6400 Massachusetts Ave Indianapolis, IN 46226	Signs and Barrels
Morphey Construction	1499 N. Sherman Drive Indianapolis, IN 46201	Traffic Loops
Poindexter Excavating Inc	10443 E. 56 th Street Indianapolis, IN 46235	Dirt Work
ALT & Witzig	4105 W. 99 th Street Carmel, IN 46032	Engineering & Testing
Protection Plus Inc	2345 S. Lyndhurst Drive Indianapolis, IN 46241	Traffic Control
Slussers Green Thumb Inc	125 Montgomery Street Logansport, IN 46947	Landscaping

Attachment for Form 96A

EXHIBIT B Invoice

Date: _____

Name of Company: _____

Address & Zip: _____

Telephone No.: _____

Fax No.: _____

Project Name: _____

Invoice No. _____

Purchase Order No: _____

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

Signature

Printed Name

EXHIBIT C INSURANCE COVERAGES

Worker's Compensation & Disability

Statutory Limits

Employer's Liability:

Bodily Injury by Accident/Disease:	\$1,000,000 each employee
Bodily Injury by Accident/Disease:	\$1,000,000 each accident
Bodily Injury by Accident/Disease:	\$1,000,000 policy limit

Commercial General Liability:

General Aggregate Limit (other than Products/Completed Operations):	\$6,000,000
Products/Completed Operations:	\$5,000,000

Personal & Advertising Injury

Each Occurrence Limit:	\$5,000,000
------------------------	-------------

Comprehensive Auto Liability (owned, hired and non-owned)

Bodily Injury and Property Damage:	\$5,000,000 each occurrence
------------------------------------	-----------------------------

Umbrella Excess Liability

If a commercial umbrella liability policy is used to satisfy the minimum limits of liability requirements, the combined limits must equal these minimum limits of liability.

EXHIBIT D

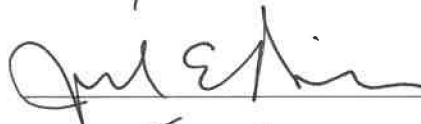
AFFIDAVIT

JOSH DILLON, 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:

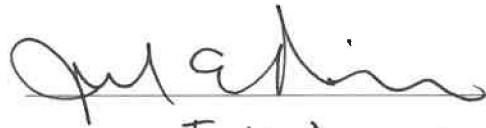
1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.
2. I am now and at all times relevant herein have been employed by HOWARD COMPANIES (the "Employer")
in the position of DIRECTOR OF PRE CONSTRUCTION
3. I am familiar with the employment policies, practices, 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 City of Carmel, Indiana.
5. The Company does not knowingly employ any unauthorized aliens.

FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 5th day of JANUARY, 2026


Printed: JOSH DILLON

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: JOSH DILLON



CITY OF CARMEL, INDIANA

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

PURCHASE ORDER NUMBER

119623

THIS NUMBER MUST APPEAR ON INVOICES, A/P
VOUCHER, DELIVERY MEMO, PACKING SLIPS,
SHIPPING LABELS AND ANY CORRESPONDENCE

Table with columns: PURCHASE ORDER DATE, DATE REQUIRED, REQUISITION NO., VENDOR NO., DESCRIPTION. Row 1: 4/16/2026, 372681, 26-STR-03 Additional Paving

Table with columns: VENDOR, ADDRESS, SHIP TO, CONTACT. Vendor: HOWARD COMPANIES, 2916 KENTUCKY AVE, INDIANAPOLIS, IN 46221. Ship to: Street Department, 3400 W. 131ST Street, Carmel, IN 46074. Contact: Matt Higginbotham, (317) 733-2001

Table with columns: PURCHASE ID, BLANKET, CONTRACT, PAYMENT TERMS, FREIGHT. Row 1: 109628

Table with columns: QUANTITY, UNIT OF MEASURE, DESCRIPTION, UNIT PRICE, EXTENSION

Department: 2201 Fund: 2201 Motor Vehicle Highway FND

Account: 43-502.00

Table with columns: QUANTITY, UNIT OF MEASURE, DESCRIPTION, UNIT PRICE, EXTENSION. Row 1: 1 Each, Resurfacing, 2,121,835.27, \$2,121,835.27. Sub Total: \$2,121,835.27

Account: 43-502.02

Table with columns: QUANTITY, UNIT OF MEASURE, DESCRIPTION, UNIT PRICE, EXTENSION. Row 1: 1 Each, Resurfacing, \$256,044.77, \$256,044.77. Sub Total: \$256,044.77

Send Invoice To:

Street Department

3400 W. 131st Street

Carmel, IN 46074-

(317) 733-2001

PLEASE INVOICE IN DUPLICATE

Table with columns: DEPARTMENT, ACCOUNT, PROJECT, PROJECT ACCOUNT, AMOUNT

SHIPPING INSTRUCTIONS

- *SHIP PREPAID.
*C.O.D. SHIPMENT CANNOT BE ACCEPTED.
*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING
*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, AC
AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THER

PAYMENT

\$2,377,880.04

* A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE
A PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN
AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN
THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

ORDERED BY

Signature of Lee Higginbotham

Lee Higginbotham
Commissioner

Signature of Zac Jackson

Zac Jackson
CFO

TITLE

CONTROL NO. 119623

QUITCLAIM DEED

THIS INDENTURE WITNESSETH, that the City of Carmel (“Grantor”) grants and conveys to the City of Carmel (“Grantee”) for the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, the real estate located in the City of Carmel, Hamilton County, State of Indiana (hereinafter called the “Real Estate”), and being more particularly described in the attached Exhibit A and depicted in Exhibit B, which are attached hereto and incorporated herein by this reference.

The Real Estate hereby conveyed is subject to (i) all easements, covenants, conditions, restrictions and other matters of record; (ii) all current, non-delinquent real estate taxes and assessments; and (iii) all matters that would be disclosed by an accurate survey or physical inspection of said Real Estate.

Grantor hereby specifically acknowledges and agrees that the Real Estate conveyed herein is conveyed in fee simple and that no revisionary rights whatsoever shall remain with the Grantor, or any successors in title. This acknowledgement and agreement is a covenant running with the land and shall be binding upon the Grantor and all successors and assigns.

The undersigned represents that no consent of any third party, including but not limited to mortgagees, lenders, landlords, tenants, partners, members, managers, shareholders or joint ventures, is required for the valid and binding execution and delivery of this Quitclaim Deed.

The undersigned person executing this Quitclaim Deed on behalf of the Grantor represents and certifies that he is a duly authorized representative of Grantor and has been fully empowered by Grantor to executed and deliver this deed; that Grantor has full authority and capacity to convey the Real Estate; and that all necessary action for the making of such conveyance has been taken and done.

Signature page to follow

IT WITNESS WHEREOF, Grantor has executed this Quitclaim Deed this _____ day of _____, 2026.

CITY OF CARMEL, INDIANA
BY AND THROUGH ITS BOARD OF PUBLIC
WORKS AND SAFETY

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, Clerk

Date: _____

STATE OF INDIANA)
) ss:
COUNTY OF _____)

This certificate relates to an acknowledgement in connection with which, no oath or affirmation was administered to the document signer.

The foregoing instrument was acknowledged before me, a notary public in the county and state written above this _____ day of _____, 2026 by LAURA CAMPBELL, JAMES BARLOW and ALAN POTASNIK, as Members of the City of Carmel Board of Public Works and Safety, and JACOB QUINN, Clerk of the City of Carmel, organized under the laws of Indiana.

WITNESS my hand and official seal dated _____, 2026.

SEAL:

Signed: _____

Printed or Typed Name: _____

Commission expires: _____

My County of Residence: _____

My Commission Number: _____

I, Allison Lynch McGrath, affirm under the penalties of perjury, that I have taken reasonable care to redact each and every Social Security number from this document, unless it is required by law.

This instrument was prepared by: Allison Lynch McGrath, Esq, Assistant Corporation Counsel, City of Carmel, Indiana, One Civic Square, Carmel, IN 46032

Grantee Tax Mailing Address: One Civic Square, Carmel, Indiana 46032

EXHIBIT "A"

Part of the Southwest Quarter of the Northwest Quarter of Section 25, Township 18 North, Range 3 East of the Second Principal Meridian, Clay Township, Hamilton County, Indiana being all that part of the Grantor's land shown within the lines depicted on the attached Exhibit "B", more particularly described as follows:

Commencing at the southwest corner of said Northwest Quarter, marked by a Harrison Monument, coordinate 1723071.454 North and 193830.349 East (Coordinate based upon the Indiana State Plane Coordinate System, East Zone, Grid North, NAD83, 2011, Epoch 2010.0000); thence North 89 degrees 03 minutes 23 seconds East (bearings per said coordinate system) along the south line of the Southwest Quarter of said Northwest Quarter a distance of 651.28 feet; thence North 00 degrees 08 minutes 23 seconds East a distance of 50.00 feet to the proposed north right-of-way line; thence North 89 degrees 03 minutes 23 seconds East along said proposed north right-of-way line a distance of 188.87 feet to the POINT OF BEGINNING; thence South 00 degrees 56 minutes 37 seconds East perpendicular to said proposed north right-of-way line a distance of 17.50 feet; thence North 89 degrees 03 minutes 23 seconds East parallel with said proposed north right-of-way line a distance of 34.00 feet; thence North 00 degrees 56 minutes 37 seconds West perpendicular to said proposed north right-of-way line a distance of 17.50 feet to said proposed north right-of-way line; thence South 89 degrees 03 minutes 23 seconds West along said proposed north right-of-way line a distance of 34.00 feet to the POINT OF BEGINNING, containing 0.014 acres, more or less.

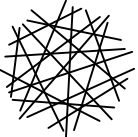
THIS EXHIBIT PREPARED BY:



Clinton R. White
 Professional Surveyor #21900010
 February 13, 2026
 E-Mail: cwhite@hwcengineering.com



File Name: W:\Carmel\2023-049 Carmel- Main St Rdwy Old Meridian to Guilford\Design\Easement_Development\Carmel.dwg, Layout: ExHA By: cwhite Plot Time: Feb 13, 2026 4:32pm

 <p>HWC ENGINEERING www.hwcengineering.com</p>	PREPARED BY _____ CARMEL - MAIN ST. CITY OF CARMEL SEC. 25, T18N, R3E CARMEL, INDIANA	DRAWN BY CRW	JOB NUMBER 2023-049
		CHECKED BY JEU	
		DATE 02/13/2026	
		SCALE N/A	
Note: This drawing is not intended to be represented as a retracement or original boundary survey, a route survey, or a Surveyor Location Report.		PG 1 OF 1	

LEGEND

 PROPERTY LINE

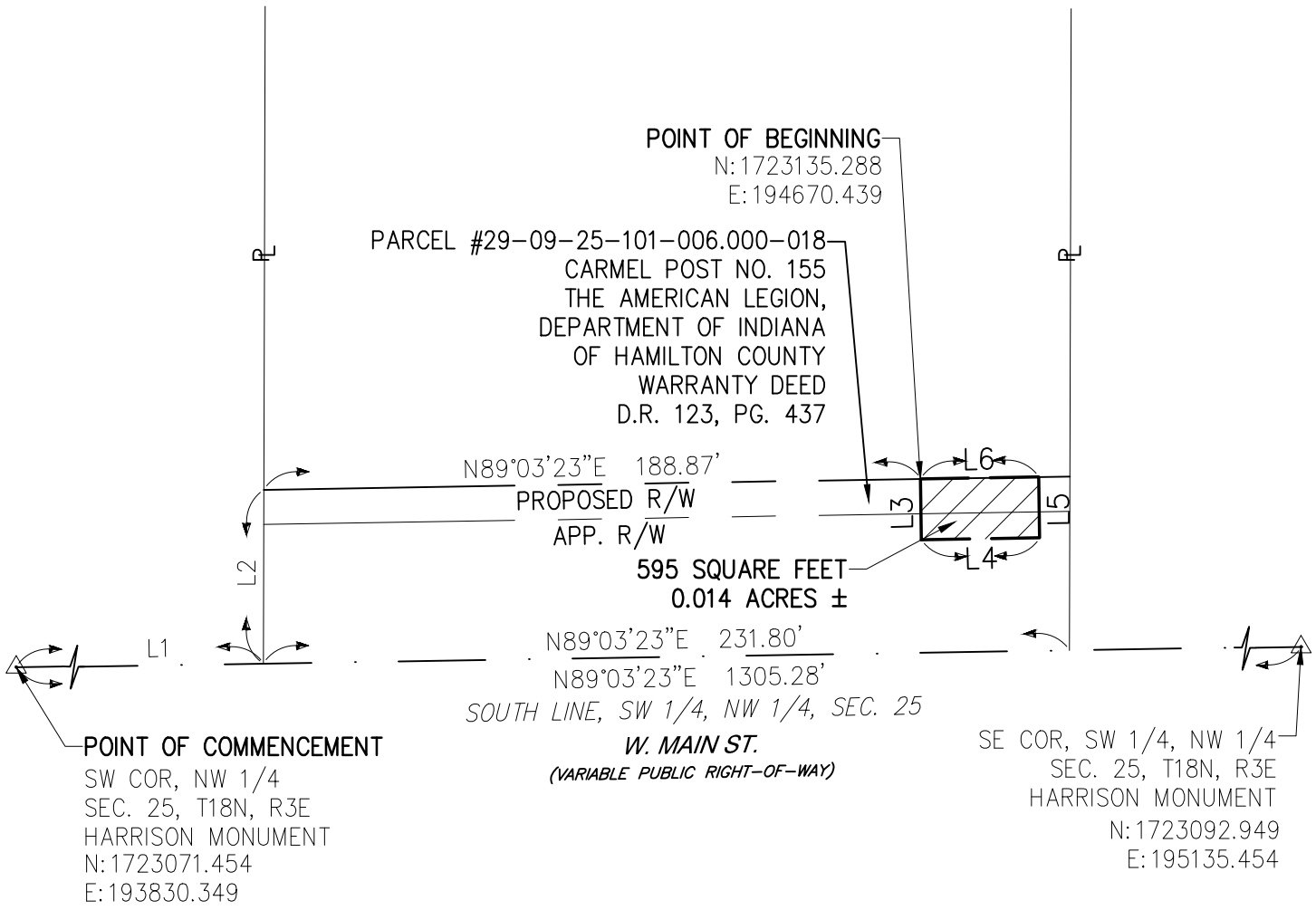
EXHIBIT "B"



GRID NORTH

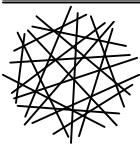


SCALE: 1" = 50'



The basis of bearings for this exhibit is based upon a positional solution derived from Global Navigation Satellite System (GNSS) observations processed by the Indiana Department of Transportation (INDOT) InCORS Network. The coordinate values shown are in the Indiana State Plane Coordinate System East Zone, Grid North on the North American Datum of 1983 (NAD83, 2011, EPOCH 2010.0000), US Survey Foot.

Line Table			Line Table		
Line #	Direction	Length	Line #	Direction	Length
L1	N89°03'23"E	651.28'	L4	N89°03'23"E	34.00'
L2	N00°08'23"E	50.00'	L5	N00°56'37"W	17.50'
L3	S00°56'37"E	17.50'	L6	S89°03'23"W	34.00'

 HWC ENGINEERING www.hwcengineering.com	PREPARED BY _____ CARMEL - MAIN ST. CITY OF CARMEL SEC. 25, T18N, R3E CARMEL, INDIANA	DRAWN BY CRW	JOB NUMBER 2023-049
		CHECKED BY JEU	
		DATE 02/13/2026	
		SCALE 1" = 50'	
	PG 1 OF 1		

Note:
 This drawing is not intended to be represented as a retracement or original boundary survey, a route survey, or a Surveyor Location Report.

File Name: W:\Carmel\2023-049 Carmel- Main St Rdwy Old Meridian to Guilford Design\Easement_Development\Carmel.dwg, Layout: ExhB By: cwhite
 Plot Date: Feb 13, 2026 Plot Time: 4:32pm

EASEMENT

THIS EASEMENT ("Easement") is made this ____ day of _____, 2026, from the CITY OF CARMEL, INDIANA ("Grantor", whether one or more), to DUKE ENERGY INDIANA, LLC, an Indiana limited liability company ("Grantee").

Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, docs hereby grant unto Grantee a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, "Facilities").

Grantor is the owner of that certain property described in Section 25, Township 18 North, Range 3 East Clay Township, Hamilton County, State of Indiana; being a part of a tract as recorded in Instrument Number 2025018599, in the Office of the Recorder of Hamilton County, Indiana ("Property").

The Facilities shall be underground, except as needed on or above the ground to support the underground Facilities, and located in, upon, along, under, through, and across a portion of the Property within an easement area described as follows:

Said easement area being described on Exhibit "A" and shown on a survey drawing marked Exhibit "B", attached hereto and becoming a part hereof (hereinafter referred to as the "Easement Area").

The rights granted herein include, but are not limited to, the following:

1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).

2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. [Intentionally omitted].
5. [Intentionally omitted].
6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
8. Notwithstanding anything to the contrary above, the general location of the Facilities is shown on the sketch attached hereto as Exhibit A and incorporated herein by reference. The final and definitive location of the Easement Area shall become established by and upon the final installation and erection of the Facilities by Grantee in substantial compliance with Exhibit A.
9. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of the Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns forever. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this _____ day of _____, 2026.

**CITY OF CARMEL, INDIANA
GRANTOR**

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, Clerk

Date: _____

STATE OF INDIANA)
) ss:
COUNTY OF _____)

This certificate relates to an acknowledgement in connection with which, no oath or affirmation was administered to the document signer.

The foregoing instrument was acknowledged before me, a notary public in the county and state written above this _____ day of _____, 2026 by LAURA CAMPBELL, JAMES BARLOW and ALAN POTASNIK, as Members of the City of Carmel Board of Public Works and Safety, and JACOB QUINN, Clerk of the City of Carmel, organized under the laws of Indiana.

WITNESS my hand and official seal dated _____, 2026.

SEAL:

Signed: _____

Printed or Typed Name: _____

Commission expires: _____

My County of Residence: _____

My Commission Number: _____

EXHIBIT "A"

Part of the Southwest Quarter of the Northwest Quarter of Section 25, Township 18 North, Range 3 East of the Second Principal Meridian, Clay Township, Hamilton County, Indiana being all that part of the Grantor's land shown within the lines depicted on the attached Exhibit "B", more particularly described as follows:

Commencing at the southwest corner of said Northwest Quarter, marked by a Harrison Monument, coordinate 1723071.454 North and 193830.349 East (Coordinate based upon the Indiana State Plane Coordinate System, East Zone, Grid North, NAD83, 2011, Epoch 2010.0000); thence North 89 degrees 03 minutes 23 seconds East (bearings per said coordinate system) along the south line of the Southwest Quarter of said Northwest Quarter a distance of 651.28 feet; thence North 00 degrees 08 minutes 23 seconds East a distance of 50.00 feet to the proposed north right-of-way line; thence North 89 degrees 03 minutes 23 seconds East along said proposed north right-of-way line a distance of 188.87 feet to the POINT OF BEGINNING; thence South 00 degrees 56 minutes 37 seconds East perpendicular to said proposed north right-of-way line a distance of 17.50 feet; thence North 89 degrees 03 minutes 23 seconds East parallel with said proposed north right-of-way line a distance of 34.00 feet; thence North 00 degrees 56 minutes 37 seconds West perpendicular to said proposed north right-of-way line a distance of 17.50 feet to said proposed north right-of-way line; thence South 89 degrees 03 minutes 23 seconds West along said proposed north right-of-way line a distance of 34.00 feet to the POINT OF BEGINNING, containing 0.014 acres, more or less.

THIS EXHIBIT PREPARED BY:

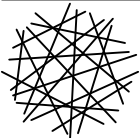


Clinton R. White
 Professional Surveyor #21900010
 February 13, 2026
 E-Mail: cwhite@hwcengineering.com



File Name: W:\Carmel\2023-049 Carmel- Main St Rdwy Old Meridian to Guilford\Design\Easement_Development\Carmel.dwg, Layout: ExHA By: cwhite

PREPARED BY



HWC
ENGINEERING
 www.hwcengineering.com

CARMEL - MAIN ST.
 CITY OF CARMEL
 SEC. 25, T18N, R3E
 CARMEL, INDIANA

DRAWN BY
 CRW

CHECKED BY
 JEU

DATE
 02/13/2026

SCALE
 N/A

JOB NUMBER
 2023-049

Note:
 This drawing is not intended to be represented as a retracement or original boundary survey, a route survey, or a Surveyor Location Report.

PG 1 OF 1

LEGEND

 PROPERTY LINE

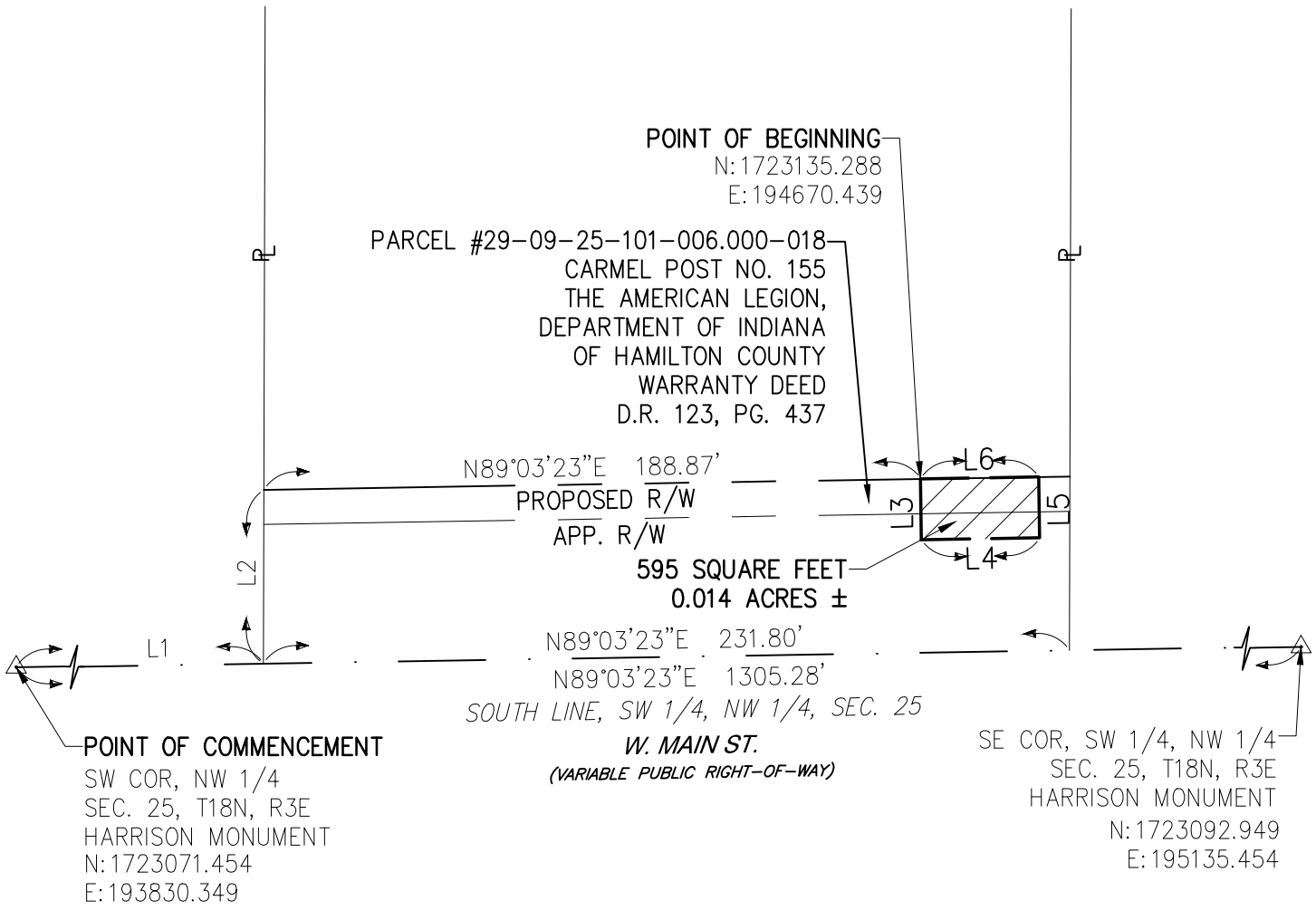
EXHIBIT "B"



GRID NORTH




SCALE: 1" = 50'



The basis of bearings for this exhibit is based upon a positional solution derived from Global Navigation Satellite System (GNSS) observations processed by the Indiana Department of Transportation (INDOT) InCORS Network. The coordinate values shown are in the Indiana State Plane Coordinate System East Zone, Grid North on the North American Datum of 1983 (NAD83, 2011, EPOCH 2010.0000), US Survey Foot.

Line Table			Line Table		
Line #	Direction	Length	Line #	Direction	Length
L1	N89°03'23"E	651.28'	L4	N89°03'23"E	34.00'
L2	N00°08'23"E	50.00'	L5	N00°56'37"W	17.50'
L3	S00°56'37"E	17.50'	L6	S89°03'23"W	34.00'

PREPARED BY



HWC ENGINEERING
www.hwcengineering.com

CARMEL - MAIN ST.
CITY OF CARMEL
SEC. 25, T18N, R3E
CARMEL, INDIANA

DRAWN BY
CRW

CHECKED BY
JEU

DATE
02/13/2026

SCALE
1" = 50'

JOB NUMBER
2023-049

PG 1 OF 1

Note:
This drawing is not intended to be represented as a retracement or original boundary survey, a route survey, or a Surveyor Location Report.

File Name: W:\Carmel\2023-049 Carmel- Main St Rdwy Old Meridian to Guilford Design\Easement_Development\Carmel.dwg, Layout: ExhB By: cwhite Plot Date: Feb 13, 2026 Plot Time: 4:32pm