

AGREEMENT

THIS AGREEMENT, made and entered into by and between City of Lawrence, Indiana, by its Board of Public Works and Safety, as party of the first part, hereinafter called the *Owner*, and

Howard Asphalt LLC dba Howard Companies

as party of the second part, hereinafter called the *Contractor*.

WITNESSETH: That for and in consideration of the mutual covenants herewith enumerated, the *Owner* does hereby hire and employ the *Contractor* to furnish all materials, equipment, and labor necessary and to fully construct the work designated as follows:

2025-1 RESURFACING IMPROVEMENTS

01 Geist Valley Subdivision (INDOT Des. No. 2500225)

02 52nd Street from N German Church Road to Sandwood Drive (INDOT Des. No. 2500227)

03 Fairways East Subdivision (INDOT Des. No. 2500226)

04 Carroll Road from Pendleton Pike to 79th Street (INDOT Des. No. 2500228)

CITY OF LAWRENCE, INDIANA

according to the Plans and Specifications on file in the City of Lawrence Director of Public Works' office, 9001 E. 59th Street, Suite 205, Lawrence, Indiana 46216, and any supplemental or special provisions referred to in the *Contractor's* attached bid, and hereby agrees to pay the *Contractor* for the actual amount of such work done and materials in place, as measured by the *Owner* or their duly authorized representative at the unit prices stated in the *Contractor's* attached Itemized Proposal dated __, which sums the *Contractor* agrees to accept in full payment for such work, and

IT IS FURTHER MUTUALLY AGREED:

That the accompanying proposal and bond of the *Contractor*, together with the Plans and Specifications, herein designated and referred to, are hereby made part of the Contract, the same as if herein fully set forth;

That the contract amounts may be paid to the *Contractor* upon progress estimates of completed work prepared by the *Owner*, but progress payments shall not exceed ninety percent (90%) of any such estimates less the total amount of properly prepared and certified statements of indebtedness which shall have been filed against the *Contractor* for labor performed and materials furnished, or other services rendered in the carrying forward, performing and completing of this Contract, and which estimates shall also be subject to the provisions of the Standard Specifications on file in the offices of the City Clerk, City of Lawrence, Indiana;

That before any final estimate is paid to the *Contractor*, he shall furnish receipts for all debts incurred in the prosecution of such work or satisfactory evidence and assurance that the same have been paid; or shall consent to the withholding by the *Owner* from this final estimate of sums sufficient to cover any such indebtedness, which sums may be held until such indebtedness is settled; and that no monies due on this final estimate shall be paid until the work is fully completed and accepted as provided in the Specifications.

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this 9th day of April, 2025 .

Signature

Title CFO

Firm Name Howard Asphalt LLC dba Howard Companies

APPROVED this _____ day of _____, _____.

BOARD OF PUBLIC WORKS AND SAFETY
CITY OF LAWRENCE, INDIANA

James Perron

Barbara Lawrence

Michael Miller

ACKNOWLEDGEMENT OF ADDENDA

The *Contractor* acknowledges receipt of the following addenda which are hereby made a part of this Construction Contract, as fully and effectually as if copied and set out herein in full length:

<u>ADDENDUM NO.</u>	<u>SIGNATURE</u>	<u>DATE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Firm Name: Howard Asphalt LLC dba Howard Companies

Address: 2916 Kentucky Ave.
INDPLS. IN 46221

By: 
(Signature)

Name: Sean Rizer
(Printed)

Title: CFO
(Printed)