

Transmittal Letter

Morphey Construction Inc

1499 N Sherman Drive
 Indianapolis, IN 46201-1515
 317.356.9250 (p)
 317.356.9253 (f)

To: HWC Engineering

Attention: Kyle Lueken, PLA, LEED AP

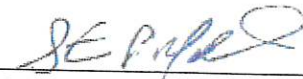
Re: Pendleton Pike Median Landscape Improvements
 Signed Contract and P&P Bonds

Job Number: MCI 3279

Date: 6/2/2026

| We are transmitting | | | | |
|--------------------------|----------------|--------------------------|---|--------------------------|
| X | Attached | <input type="checkbox"/> | Under Separate Cover via: [Type text here] the following: | |
| <input type="checkbox"/> | Shop Drawings | <input type="checkbox"/> | Prints | <input type="checkbox"/> |
| <input type="checkbox"/> | Copy of Letter | <input type="checkbox"/> | Change Order | <input type="checkbox"/> |
| <input type="checkbox"/> | Total Quantity | <input type="checkbox"/> | Reproducible | <input type="checkbox"/> |
| | | | Plans | <input type="checkbox"/> |
| | | | Samples | <input type="checkbox"/> |
| | | | Specification | <input type="checkbox"/> |
| | | | Other: | <input type="checkbox"/> |

| Submittal | Quantity | Date | DWG. # | Description |
|-----------|----------|------|--------|------------------------------------|
| 1 | 29 | | | Signed Contract, P&P Bonds and COI |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

| These are transmitted as checked below | | |
|---|---|--|
| <input type="checkbox"/> For Approval | <input type="checkbox"/> Approved as Submitted | <input type="checkbox"/> Resubmit copies for approval |
| <input type="checkbox"/> For Your Use | <input type="checkbox"/> Approved as Noted | <input type="checkbox"/> Submit [#] copies for distribution |
| <input type="checkbox"/> As Requested | <input type="checkbox"/> Returned for Corrections | <input type="checkbox"/> Return [#] corrected prints |
| <input type="checkbox"/> For Review and Comment | <input type="checkbox"/> Revise and Resubmit/Work May Not Proceed | |
| <input type="checkbox"/> FOR BIDS DUE: | | <input type="checkbox"/> PRINTS RETURNED AFTER LOAN |
| Comments: | | |
| | | |
| Copy to: | | |
| Morphey Construction Inc | |  Steve Milbourne, President |

AGREEMENT

THIS AGREEMENT made and entered into by and between *The Redevelopment Commission, City of Lawrence, Indiana 9001 E. 59th Street, Suite 205, Lawrence, Indiana 46216*, as party of the first part, hereinafter called the *Owner*, and Morphey Construction 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 upon the terms and for the price(s) therein fully stated and set forth as follows \$255,838.00

THE OWNER AND CONTRACTOR AGREE AS FOLLOWS

1. Contract Documents

This Agreement consists of the following Contract Documents all of which are as fully a part of this Agreement as if set out verbatim herein or attached hereto and the same do in all particulars become the Agreement between the parties hereto in all matters and things set forth herein and described:

1. This Agreement.
2. All addenda issued prior to receipt of Bids, whether or not receipt thereof has been acknowledged by CONTRACTOR in its Bid.
3. Special conditions.
4. General conditions.
5. CONTRACTOR's Lump Sum Itemized Proposal and Declarations.
6. Technical Specifications.
7. Plans.
8. City Standards and Specifications.
9. INDOT Standard Drawings.
10. INDOT Supplemental Specifications.
12. INDOT Standard Specifications.
13. Additional Requirements Section of the Bid Documents (change order forms, Indiana Code 5-16-13, Contractor's bid for public work form 96, etc.).
14. Instructions to Bidders.
15. Advertisement or Notice to Bidders.
16. Performance, Payment section and Warranty Bonds.

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 Lump Sum stipulated price stated in the *Contractor's* attached Proposal dated 4/24/2026, which sums the *Contractor* agrees to accept in full payment for such work, and

IT IS FURTHER MUTUALLY AGREED:

2. 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;
3. 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 day of, .

DATE:

Bidder Name:

Bidder Address:
Indianapolis, IN 46201

By: Aaron Milbourne

Approved this day of, .

Redevelopment Commission City of Lawrence, Indiana

Craig Willey

Mari Swayne

Michael Townsend

Shamika Anderson

Becky Parker

ARTICLE 1— SECTION 00 51 00 - NOTICE OF AWARD

Date of Issuance:

Owner: City of Lawrence, Redevelopment Commission

Owner's Project No.:

Engineer: HWC Engineering

Engineer's Project No.: 2024-326-S

Project: Pendleton Pike Median Landscape Improvements

Contract Name: Pendleton Pike Median Landscape Improvements

Bidder: Morphe Construction

Bidder's Address: 1499 N. Sherman Dr., Indianapolis, IN 46201

You are notified that Owner has accepted your Bid dated 4/24/2026 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Base bid scope

The Contract Price of the awarded Contract is \$ 255,838.00. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

1 unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

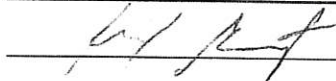
1. Deliver to Owner 3 counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified the City of Lawrence Bid Proposal Package.
3. Other conditions precedent (if any): None

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in the City of Lawrence Bid Proposal Package.

Owner: City of Lawrence, Redevelopment Commission

By (signature):



Name

(printed): Greg Goodnight

Title:

Chief of Staff

Copy: Engineer

EJCDC® C-510, Notice of Award.

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IT IS FURTHER MUTUALLY AGREED:

2. 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;
3. 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 day of, .

DATE:

Bidder Name:

Bidder Address:

Indianapolis, IN 46201
By: Aaron Milbourne

Approved this day of, .

Redevelopment Commission City of Lawrence, Indiana

Craig Willey

Mari Swayne

Michael Townsend

Shamika Anderson

Becky Parker

GENERAL CONDITIONS

Project Information

| | |
|----------------------------------|--|
| Department: ("Owner") | <u>The City of Lawrence, Indiana</u> |
| Project/ Work*: | Pendleton Pike Median Landscape Improvements |
| Location: | Pendleton Pike, Lawrence, Indiana |
| Owner Representative: | N/A |
| Engineer: | HWC Engineering |

1. Standard and Specifications

Standard Drawings to be used in the construction of this project are the Indiana Department of Transportation's Standards Drawings Set effective for lettings on or after **September 1, 2025**, and in addition thereto the Plans, Contract Documents, General Provisions, Special Provisions, and any addenda which may be issued for this project.

Wherever in the Contract Documents the 1999, 2006, 2008, 2010, 2012, 2014, 2016, 2018, or 2020, 2022, or 2024 Standard Specifications are referenced; it shall be interpreted to mean the **2026 Standard Specifications**.

In the event that in case of conflicting among standards and/or specifications exist, the following order shall govern: -

- Special Provisions
- Invitation to Bidders
- General Provisions
- Contract Agreement
- All Other Contract Documents
- Construction Plans
- 2026 INDOT Standard Specifications

It is the intent of these Contract Documents to describe a functionally complete project to be constructed in accordance therewith. Any work, materials or equipment that may reasonably be inferred will be supplied whether or not specifically called for.

Wherever reference is made to the Indiana Department of Transportation, Director, or Chief

Highway Engineer, it shall be interpreted as the Redevelopment Commission, City of Lawrence, Indiana.

2. Bid Forms

Each Contractor shall submit his proposal on the forms provided which shall be filled out and submitted intact. Proposals shall include the following:

- Acknowledgement Addenda
- Agreement
- Proposal
- Itemized Proposal
- Form 96
- Bid Bond

All of the items above shall be submitted as part of the Contractor's proposal in a sealed envelope clearly labeled with the project number and title, the name of the Contractor, and the date and time of the proposal opening. A certified check or bank draft may be submitted in lieu of a bond.

3. Contract Forms

The successful Contractor shall submit the following executed documents within ten (10) days after the date of the written notification of awarding the contract:

- Proof of Insurance
- Performance Bond
- Payment Bond
- Maintenance Bond
- E-Verify documentation.

4. Definitions

Landscape Architect or Landscape Architect/ENGINEER – The person or other entity designated as ENGINEER by the Contract Documents.

As-Built Drawing – A Contract Drawing revised to reflect the as-built conditions of the project because of modifications, changes and corrections to the project design required during construction, submittals, and extensions of the design.

Bid Documents – Documents required to be submitted with the Bid.

CONTRACTOR – The person, firm, or corporation with whom OWNER has entered into the Agreement to perform the Work.

CONSTRUCTION INSPECTOR – The person, firm or corporation named, employed or designated as such by OWNER to observe the Work, acting directly or through duly authorized representatives.

Change Order – A document issued on or after the Effective Date of the Agreement, signed by CONTRACTOR and OWNER and which authorizes an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or the Contract Time.

Drawings - The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents.

ENGINEER – The person, firm or corporation that has signed and sealed the Drawings and Specifications. When used in the Technical Specifications, the term “ENGINEER” shall be interpreted to mean either ENGINEER or CONSTRUCTION INSPECTOR as defined in the General Conditions.

Final Completion – The completion of all Work required by the Contract Documents, including all punch list items and the delivery of all closeout documents to OWNER.

Notice of Award – The written notice by OWNER to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.

Notice to Proceed – A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR’s obligation under the Contract Documents.

OWNER- The City of Lawrence, Indiana, acting by and through the agency, commission or Department designated in the Agreement or other documents issued in solicitation of Bids; and such term shall also include the Project Manager or other duly appointed representative of such agency or Department but shall not include ENGINEER.

Plans – The approved plans, profiles, typical cross sections, standard drawings, working drawings, and supplemental drawings or exact reproductions thereof which show the locations, character, dimensions, and details of the Work.

Specifications – Those portions of the Contract Documents consisting of written general or technical descriptions of materials, equipment, construction systems, standards, quality, quantity and workmanship as applied to the Work, including the performance thereof, and certain administrative details applicable thereto.

~~Major and Minor Pay Items— All pay items having an original contract value in excess of 5% of the original contract amount shall be considered as major items. Minor contract items shall be all items shown in the Itemized Proposal and Declarations which constitute 5% or less of the original contract amount.~~

~~**5. Unit Cost Per Item Contract—Plan Quantity**~~

~~The estimate of quantities of work to be done and material to be furnished under this Contract~~

~~as shown on the Plans is approximate and is given only as a basis of calculation. Actual bid prices will be paid based on the plan quantities provided at the contract unit prices unless actual quantities vary by more than 10% of the plan quantity or the quantity is undistributed. The Contractor shall provide proof of such variance to the satisfaction and approval of the Engineer/Inspector. If the Contractor fails to comply with above conditions prior to the next progress estimate, plan/ measured quantity shall be paid. The Contractor will lose the right to receive additional payment from the Owner.~~

6. Interpretation of Plans, Specifications and Addenda

If Contractor has a doubt concerning the true meaning of any portion of the Plans, Specifications or other proposed Contracts Documents, the Contractor shall submit a written request to the Owner for interpretation thereof at least 7 consecutive calendar days prior to the bid date. No oral interpretation of the documents will be given. ENGINEER may issue written clarifications or interpretations of the requirements of Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Such clarifications and interpretations shall become binding upon CONTRACTOR upon ratification thereof by OWNER. No material changes, clarifications or interpretations of the Contract Documents will be issued except by written or graphic Addenda mailed or delivered to record holders of Contract Documents not less than three (3) days prior to the Bid Date.

7. Bid Bond

The Contractor shall furnish, as part of their bid, a certified check, a cashier's check, or a satisfactory bid bond in an amount of not less than five percent (5%) of the bid amount, payable to the Clerk, City of Lawrence, Indiana. This bid bond shall serve as security to insure the execution of the Agreement and the furnishing of other required documents by the successful Bidder, including Performance and Payment Bonds. Each certified check shall be certified by a reputable bank doing business in the State of Indiana. Certified checks, cashier's checks, or bid bonds will be returned to bidders whose bids are rejected after an acceptable contract has been signed. A sample Bid Bond form is included in the Project Manual and such form, or such other form as may be approved in advance by Owner, shall be utilized if such a bond is furnished as Bid Security. A Bid Bond shall be executed by a surety company licensed to transact such business in the State of Indiana. Bid Security shall be held until the Contract is executed with the successful Bidder. If the successful bidder does refuse or neglect to enter Contract with the City within ten (10) days from the time he has been notified of the acceptance of their bid, said check or bond shall be forfeited to the County as liquidated damages for failure to do so.

8. Payment Bond

The Contractor shall furnish a Payment Bond properly executed by a Corporate Surety satisfactory to the Owner in the penal sum of not less than one hundred percent (100%) of the total amount of the Proposal for the work and shall promptly make payments of all amounts due to all Claimants, then this obligation shall be void; otherwise to remain in full force, virtue, and effect. Claimant shall mean any Subcontractor, material supplier or the person, firm, or corporation furnishing materials or equipment for or performing labor or services in the prosecution of the work provided in such an agreement, including lubricants, oil, gasoline, coal, and coke, repairs on machinery, and tools, whether consumed or used in connection with

the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work. These Bonds shall remain in effect at least until one (1) year after the date when final payment becomes due, except as otherwise provided by Law or Regulation or by the Contract Documents. A sample payment bond form is included in the Project Manual and such form, or such other form as may be approved in advance by Owner, shall be utilized if such a bond is furnished.

9. Performance Bond

The Contractor shall furnish a Performance Bond properly executed by a Corporate Surety satisfactory to the Owner in the penal sum of not less than one hundred percent (100%) of the total amount of the Proposal for all work for the period extending for one (1) year beyond the date of final acceptance. Such bonds shall be executed utilizing the sample forms included in the Project Manual or alternative forms approved in advance by the Owner. These Bonds shall remain in effect at least until one (1) year after the date when final payment becomes due, except as otherwise provided by Law or Regulation or by the Contract Documents. A sample payment bond form is included in the Project Manual and such form, or such other form as may be approved in advance by Owner, shall be utilized if such a bond is furnished.

10. Maintenance Bond

The Contractor shall, in addition to the above, shall furnish a Maintenance Bond (form attached) in an amount equal to the contract price, guaranteeing for a period of two (2) years beyond the date of the expiration of the Performance Bond that all workmanship and materials entered the contract are in accordance with the Plans and Specifications. Each Contractor shall remedy or remove any defects due to faulty workmanship and/or materials and shall pay for any damage to other work resulting therefrom, which may appear within the guarantee period. A sample payment bond form is included in the Project Manual and such form, or such other form as may be approved in advance by Owner, shall be utilized if such a bond is furnished.

11. Inspection of Site

Each Bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to construction and labor and should fully inform himself as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. Elevations of the existing ground surface or structures at the site of the Work as shown on the plans are believed to be reasonably correct but are not guaranteed to be absolutely so and are presented only as an approximation. Bidders shall satisfy themselves as to the correctness of all elevations. The Bidder should thoroughly examine and familiarize himself with the Drawings, Specifications, and all other Contract Documents. The Bidder, by the execution of the Contract, shall in no way be relieved of any obligation under it, due to his failure to receive any form or legal instrument, or to visit the site and acquaint himself with the conditions there existing. The Owner will be justified in rejecting any claim based on facts or information, overlooked or neglected by the Contractor during the Pre-bid site inspection.

12. Inspection of Work

The Owner and its representatives shall, always have access to the work whenever it is in progress, and the Contractor shall provide proper facilities for such access and for inspection. All materials used and all work done shall always be subject to the inspection, testing and approval of the

Owner and its authorized representatives. The Owner or other authorized representatives of the Owner shall see that the work is done properly and in accordance with the Plans and Specifications. The Owner shall have authority to condemn and reject any defective work or material and to suspend the work when it is not being properly done. All condemned work shall be promptly taken out and replaced by satisfactory work, and all condemned materials shall be promptly removed from the vicinity of the work. Should the Contractor(A) fail or refuse to comply with the instructions in this respect, within a reasonable time fixed by written notice, the Owner may withhold payment or proceed to terminate this Contract. Any defective material or workmanship may be rejected by the Owner at any time before the final acceptance of the work, even though the same may have been previously overlooked and estimated for payment. The Owner can hire another Contractor(B) to complete the work and remove the rejected work and material, the cost for removing the rejected work and material will be debt on the Contractor (A) from the holding payments. Unless otherwise specified in the Special Conditions, Technical Specifications or noted on the Contract Drawings, Contractor shall perform testing as outlined in Owner's standards and specifications. The cost of this testing shall be included in items within the contract. Contractor shall give Construction Inspector timely notice of readiness of the Work for all required inspections, tests, or approvals.

13. Responsibilities of Contractor

Except as otherwise specifically stated in the Contract Documents and Specifications, the Contractor shall provide and pay for all material, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fees, or other expenses and all other services and facilities of every nature whatsoever necessary for the performance of the Contract and deliver all improvements embraced in the Contract, complete in every respect within the specified time. The Contractor shall provide a copy of all payment receipts to the city if needed. The city can estimate and hold the current amount of money until the Contractor provides proof of payment. Except where the Contractor is an individual and gives their personal superintendence to the work, he shall provide a competent superintendent, satisfactory to the Owner, at the site at all times during working hours with full authority to act for them. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work. The Contractor shall lay out his own work and shall be responsible for all work executed by him under the Contract.

14. Subcontracts

All Work performed by Subcontractors shall be pursuant to an appropriate agreement between Contractor and the Subcontractor which specifically binds the Subcontractor to these General Conditions and the applicable terms and conditions of all other Contract Documents. The Contractor shall not execute an agreement with any Subcontractor or permit any Subcontractor to perform any work in this Contract until he has received written approval of such Subcontractor from the Owner. Only the Subcontractors who were approved by the Owner shall work otherwise the work performed by the unapproved Subcontractor must be rejected and the Owner will not pay for rejected work. No subcontracts or transfer of contracts shall release Contractor of liability under the contract documents and bonds. Contractor agrees and warrants to Owner that no claim or lien shall attach to or be filed on the project by virtue of Contractor's default in paying any employee, Subcontractor or Supplier. Should such claim or lien be filed, payment otherwise due Contractor will not be due until a complete release of such claim or lien is delivered to the Owner.

15. Payments of Contractor

Partial Payments:

The Contractor shall submit his claim for partial payment to the Owner at least fifteen (15) calendar days prior to the next regularly scheduled Redevelopment Commission meeting. The amount of payment due to the Contractor shall be determined by adding the total value of work completed to date and value of materials properly stored on site, and deducting, 1) Six percent (6%) of the total amount to be retained until final payment; and 2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed per an approved schedule of values. The method for calculating estimated quantities shall be based upon reasonable engineering methods for such estimates. The value of materials properly stored on site shall be based upon the estimated quantities of such materials and the invoice price. Copies of all invoices shall be available for inspection by the Owner. Monthly or partial payments made by the Owner to the Contractor are monies advanced for the purpose of assisting the Contractor to expedite the work of construction. All materials and completed work covered by such monthly or partial payments shall remain the property of the Contractor, who shall be responsible for the care and protection of all material and work upon which payments have been made. Such payments shall not constitute waiver of the right of the Owner to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract, complete and satisfactory to the Owner in all details.

Final Payment:

After final inspection, completion of "punch-list" items and submission of all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and acceptance by the Owner of all work under the Contract, the total amount of the final payment due the Contractor shall be the total amount under this Contract, less all previous payments. Application for Final Payment shall be accompanied by a list of all Subcontractors involved in the project, and the amount in dollars paid to each Subcontractor. In lieu thereof and as approved by Owner, Contractor may furnish: receipts or releases in full; an affidavit from Contractor that the releases and receipts include all labor, services, material and equipment for which a claim or lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner, contract funds or Owner's property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety to final payment.

16. Payment Withheld

The Engineer may cause payment to be withheld to such extent as may be necessary to protect the Owner from loss as a result of any of the following:

- Work not completed on time.
- Defective work or work not properly corrected.
- Failure of the Contractor to make payments for supplies, material or labor.
- The Contractor hired unapproved Subcontractor or used unapproved material to perform the work.

- Failure of the Contractor to correct or replace defective traffic control devices, signs, marking tape, or other items as directed by the Owner or its representative.

When, in the opinion of the Owner or its representative, the grounds for the withholding of payments have been satisfied, payments shall be made for the amount previously withheld. The Contractor shall not be entitled to interest payments from the Owner for payments withheld as a result of the Contractor's failure to comply with the conditions of this section.

Schedule of Values: Contractor shall provide Engineer and Owner with a Schedule of Values as required by Contract Documents. The Schedule of Values will serve as a basis of progress payments during construction.

17. Extra Work

Without invalidating the Agreement and without notice to any surety, OWNER may at any time order additions, deletions, or revisions in the Work; these will be authorized by Written Amendment, a Change Order or a Work Directive Change. No claim for extra work will be allowed unless the work was ordered in writing by the Owner and defined in the order as extra or additional work. Whenever any work not included in these Specifications or shown on the Plans is ordered to be performed, and its value cannot be ascertained at the time and, in consequence, it will have to be done by day work, the Contractor shall be entitled to the actual cost plus a negotiated percentage added thereon for overhead and profit. In the event the additions, deletions or revisions of the Work significantly change the character of the Work, Contractor and/or Owner may be entitled to an adjustment in the Contract Unit Price. ~~Significant change for unit price contract shall be construed as: When a major pay item of work is increased in excess of 125% or decreased below 75% of the original contract quantity. Any such adjustment shall be applicable for portion in excess of 125% of the original pay item quantity, or in case of decrease, below 75% of the actual amount of work performed.~~

18. Extension of Completion Time

If Contractor is delayed or hindered at any time in the progress of the Work by any act or neglect of Owner, Construction Inspector or Engineer, or by any employee of these parties, or by changes ordered in the Work, or by unavoidable labor disputes, fire, unusual delay in transportation, unavoidable casualties, unforeseeable abnormal and unusually severe weather conditions, or any other causes beyond Contractor's control and the risks of which are not otherwise assumed by Contractor under the Contract Documents (collectively referred to as Excusable Delays), or by delay authorized by Owner pending arbitration, or by any other cause which Owner, in consultation with Construction Inspector or Engineer, determines may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as Owner may determine. Contractor shall not be entitled to an extension of time for delays or hindrances caused by weather conditions or other natural phenomena of normal intensity for the locality and season during which Work is performed, unsuitable ground conditions, inadequate construction forces, financial difficulties of CONTRACTOR or its Subcontractor or the failure of Contractor or its Subcontractor or material suppliers to provide shop drawings or other required submittals on a timely basis and as scheduled or to place orders for equipment or materials sufficiently in advance to insure timely and proper delivery.

19. Work Schedule

Contractor, within 10 days after Effective Date of Agreement shall submit a proposed progress schedule indicating the starting and completion dates of the various stages of Work to be performed under this Contract. This schedule shall be a bar graph type schedule and shall reflect the Contract completion date and the estimated times required to prosecute the major or critical items of Work. During performing the Work, Contractor shall, at least monthly, submit to Owner, Inspector a revised progress schedule indicating any anticipated change from the original or previously revised project schedule. It is the sole responsibility of the Contractor to ensure that no delay of work is caused to other Contractor's. Daily, Contractor shall provide a listing of the next workday's activities by 2:00 p.m. of that day's work for the Engineer's scheduling and inspection. All work scheduled for Monday shall be provided on Friday of the preceding week. Failure to provide such notice within the specified time may result in failure of the Engineer to pay for any material placed that day.

20. Intent Of Contract Documents

These Contract Documents are complementary, and what is called for in one shall be as binding as called for in all. The intention of these Contracts Documents is to include in the contract all direct and indirect costs such as but not limited labor and materials, water, fuel, tools, plant, equipment, light, transportation, taxes, bonds, and all other expenses and profit as may be necessary for the proper and complete execution of the work. All drawings accompanying these specifications are to be considered an integral part of the same, and anything omitted from one and embodied in the other is to be considered essential to the requirements of the Contract and must be furnished and installed by the Contractor. Should the Drawings and the Specifications contradict each other, or should there be apparent errors in either, the matter shall be referred to the Engineer for interpretation or correction. If said standard specification, manual or code or Laws or Regulations are promulgated, amended, revised, or otherwise changed after the opening of Bids, Contractor shall notify Owner who may direct compliance. Under no circumstances shall the Contractor proceed with work in uncertainty or until such interpretation or correction has been made.

21. Protection of work and property

Contractor shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. He shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by the public authority or local conditions. No sewers, drains, culverts, cattle guards, fences, water pipe, gas pipe, or other structures shall be removed without the consent of the Owner; and where necessary such structures shall be securely hung, braced, and supported in place until the work is completed. Owners of adjacent properties and underground facilities shall be notified when prosecution of the Work may affect them, and Contractor shall with them in the protection, removal, relocation, and replacement of their property.

22. Plan and Specifications

All work shall be executed in strict conformity with the Plans and Specifications. Plan dimensions and specifications values are to be considered as the target value to be complied

with as the design value from which any deviations are allowed. It is the intent of the specifications that the materials and workmanship shall conform as nearly as realistically possible to the prescribed target value or to the middle portion of the tolerance range. The Contractor shall keep a copy of the Plans and Specifications at the site of the work and these Documents shall be always accessible to the Owner or their authorized representatives. The Owner will, upon request by the Contractor, furnish them two (2) sets of Plans and Specifications without charge.

23. Deduction for uncorrected work

If the Owner does not deem it expedient to correct damaged work or work not in accordance with the Plans and Specifications, the difference in value, together with a fair allowance for damage, shall be determined through negotiation and deducted from the Contract amount.

24. Corrections and Discrepancies

Erasures or other changes in the Proposal must be explained or noted over the signature of the Contractor. If there is a discrepancy between the item unit price and the total price on the bid, the item unit price shall prevail.

25. Assignment to Contract

The Contractor shall not assign this Contract or any part thereof without prior written consent of the Owner.

26. Non- Discrimination

In compliance with the Acts of Indiana General Assembly, 1993 Chapter 270, the Contractor hereby agrees:

That with respect to hire, tenure, terms, conditions, or privileges of employment of employees for the performance of work under this Contract or any subcontract hereunder, no Contractor, Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor shall, by reason of race, color, religion, sex, national origin, or ancestry discriminate against any citizen qualified to do work to which the employment relates;

That no Contractor, Subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance or work under this Contract on account of race, color, religion, sex, national origin, or ancestry.

That this Contract may be canceled or terminated by the Owner, and all money due or to become due hereunder may be forfeited for a violation of the terms or conditions of this section of the Contract.

27. Sanitation

The Contractor shall introduce and enforce among his employees such regulations in regard to cleanliness and the disposal of garbage and waste as shall comply with the local ordinances. The Contractor shall take such means as the Owner may direct to effectually prevent the creation of a nuisance on the work site or any part of the property of the Owner. The Contractor shall construct toilets and maintain them in a sanitary condition; properly secluded from public observation, at such points as shall be approved. Under no circumstances shall the Contractor create or maintain a nuisance.

28. Control Points

The control points for the survey line and the benchmarks will be established by the Owner, and information pertaining to same will be given to the Contractor to lay out his own work. The Contractor shall verify all control points and benchmarks and shall assume full responsibility for their accuracy. Furthermore, the Contractor shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

29. Permits and Codes

The Contractor shall pay for all permits and licenses necessary for the prosecution of the work unless otherwise specifically provided.

30. Materials and Workmanship

All workmanship, equipment, materials and articles incorporated in the work covered by this Contract are to be new and of the best grade of their respective kinds for the purpose. The Contractor shall, if required, furnish such evidence as to kind and quality of materials.

31. Use of Job Site

The Contractor shall confine his equipment, apparatus, the storage of materials, and operations of his workmen to limits indicated by law, ordinances, permits or directions by the Owner and shall not encumber the premises with his materials.

32. Patents

The Contractor shall hold and save the Owner, its officers and employees, harmless from liability of any nature or kind, including costs and expenses for, or on account of, any patented or non-patented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the Owner, unless otherwise specifically stipulated in the Specifications.

33. Warranty of Title

No material, supplies, or equipment for the work shall be purchased subject to any chattel mortgage or under a condition sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warranty good title to all materials, supplies and equipment installed or incorporated in the work, and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or places thereon by him, to the Owner, free from any claims, liens, or charges, Neither Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have any right to lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due to the Contractor in the hands of the Owner. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

34. Payroll Report

The Contractor shall supply the Owner, upon request, with payroll copies for every payroll during the project. Every employee listed on the payroll shall sign his or her signature over his or her hourly rate to verify the same. These payrolls must be supplied to the Owner at his demand. No payments will be made to the Contractor until all payrolls up to that date have been received if requested by the Owner.

35. Insurance

Prior to commencing the work, the Contractor shall obtain and thereafter keep in force insurance coverages provided by acceptable companies to the department as specified in Section 103 of the INDOT Standard Specifications. The named insured in the policy shall be the City of Lawrence, Indiana.

36. Proof of carriage of insurance

The Contractor shall not commence work until he has obtained all insurance specified herein, has filed with the Owner one (1) copy of the Certificate of Insurance, and such insurance has been approved by the Owner. Should any coverage approach expiration during the contract period, it shall be renewed prior to its expiration, and the certificate again filed with the Owner. All insurance provided for under this section shall be written by insurance companies licensed to do business in Indiana and countersigned by a registered Indiana agent. The insurance company shall file with the Owner, one (1) copy of the affirmation of authority, on the form furnished by the Owner, as verification of the resident agent. All insurance shall be maintained in full force and effect until the Contract has been fully and completely performed.

37. Liquidated Damages

(The first sentence of INDOT Standard Specification 108.09 shall be deleted and the following shall be inserted. All other portions of 108.09 apply.)

The CONTRACTOR and OWNER acknowledge and agree that the time allotted by this Agreement for the performance and completion of the Work is reasonable and takes into account any and all risks and adverse conditions assumed by the CONTRACTOR hereunder. The project shall be completed and ready for use by the OWNER by the calendar days stipulated in these Special Provisions.

The CONTRACTOR shall be assessed damages in the amount of one thousand dollars (\$1,000.00) per calendar day for each day past the project completion date.

The CONTRACTOR shall also pay one thousand dollars (\$1,000.00) for each calendar day after the project completion date for road closure.

The CONTRACTOR shall pay five hundred dollars (\$500.00) for each calendar /or portion thereof for failure to complete specific time sensitive operation, mentioned elsewhere herein, within the time frame allowed.

Said damages will be deducted from the total amount of payment due to the CONTRACTOR

for this Contract. If the CONTRACTOR exceeds both allotted time periods simultaneously, assessed damages will be cumulative.

38. Notice to Proceed

The Contractor shall start to perform the work on the date designated in the written Notice to Proceed provided by the Owner. No work shall commence until the written Notice to Proceed is given.

39. E-Verify Requirements

In compliance with the Senate Enrolled Act No. 590 (SEA 590), 117th General Assembly (2011), effective July 1, 2011, <http://www.in.gov/legislative/bills/2011/SE/SE0590.1.html>, the Contractor hereby agrees:

That with respect to hire, tenure, terms, conditions, or privilege of employment of employees for the performance of work, under this Contract, or any Subcontract hereunder, no Contractor, Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor shall knowingly employ illegal immigrants.

The Contractor, Subcontractor, or any person acting on behalf of such Contractor or Subcontractor shall enroll and electronically verify the identity and employment eligibility of newly hired employees using the U.S. Citizenship and Immigration Services E-Verify system, <https://e-verify.uscis.gov/emp/>.

Within ten (10) business days of notification by Owner, the apparent lowest responsive Bidder will be required to submit documentation showing its employees are eligible for employment in the United States through E-Verify, as conditions to such Bidder being found by the Owner to be a responsible Bidder.

That the Contractor shall become familiar with all other applicable sections of SEA 590 and adhere to all provisions of the Act.

That this Contract may be canceled or terminated by the Owner, and all money due or to become due to the Contractor hereunder may be forfeited for violation of the terms or conditions of this section of the Contract.

SPECIAL CONDITIONS

1. **Questions Regarding Plans and Specifications**

All questions concerning the bidding of this project shall be submitted via email to procurement@cityoflawrence.org prior to 5:00 p.m. local time, **Friday, April 17, 2026**. Responses will be provided via Addendums to the addresses provided through the City website when downloading plans. No questions will be answered by telephone.

2. **Inspection and Supervision**

The Lawrence Director of Public Works or his representative shall be the Engineer for this project and shall have authority over the construction of this project at all times. All necessary construction engineering layout work shall be performed by the Contractor at his expense and subject to the approval of the Engineer or his duly authorized representative.

3. **Preconstruction Conference**

A preconstruction conference attended by the Owner, Engineer, Contractor, Utilities and others as appropriate will be held prior to issuance of the notice to proceed.

4. **Starting Work**

The Contractor shall start work upon receipt of the Owner's Notice to Proceed. The Notice to Proceed is expected to be issued no later than within 7 days of awarding the contract, unless otherwise directed by the Owner.

5. **Invoices**

The Contractor shall submit separate invoices for Pendleton Pike Median Landscape Improvements. Every invoice shall include the approval material certificate, the amount of material, and the design mix if present of each bid item used per project as of the date of the invoice. Invoices shall be submitted to the Engineer for their review and approval.

6. **Completion Date**

The Contractor **shall have Pendleton Pike Median Landscape Improvements ready for acceptance by August 21, 2026.** The Contractor and Owner acknowledge and agree that the time allotted by this Agreement for the performance and completion of the Work is reasonable and takes into account any and all risks and adverse conditions assumed by the Contractor hereunder.

7. **Site Constraints**

The Contractor should be aware of the site conditions and fully acquaint himself with the existing site conditions. The Contractor, by the execution of the Contract, shall in no way be relieved of any obligation under it due to his failure to account for adverse or constrained site conditions.

8. **Permits**

INDOT right-of-way permit is required for this work. The right-of-way permit has been obtained.

9. **Street Cleaning**

The Contractor shall provide effective dust control throughout the project. Powered sweepers or other pull type models shall be used for street cleaning. Street cleaning shall also be performed prior to the pre-final meeting as directed by the City. Street cleaning will not be paid for directly but shall be included in the lump sum base bid cost of the contract regardless of the number of times the operation is reasonably requested. Natural occurring conditions out of control of the City, that cause more dust control than normal shall not be a valid reason for request of payment for dust control.

10. Construction Noise

The Contractor shall be required to limit construction noise by maintaining his equipment in proper working order, thereby minimizing the effect of construction noise in the project area. It is anticipated that backhoes, skid steers, air hammers and miscellaneous trucks may be used on this project. All equipment shall be kept in good repair meeting or bettering the manufacturer’s noise level specifications. In addition, standards pertaining to construction noise shall be made an integral part of the specifications in accordance with the Standard Specifications.

CONTRACTOR shall schedule and execute work in such a way as to minimize the time of disturbance to any street segment. Disturbance shall be defined as any specified and/or planned infrastructure improvements to an individual street on the project. The Disturbance Time start date is the date of actual construction begins and not at the time of sign placement. Disturbance time limit is for individual streets within the project and are as follows:

| <i>Street</i> | <i>From</i> | <i>To</i> | <i>Allowable Disturbance Time (Calendar Days)</i> |
|----------------|-------------|-----------|---|
| Pendleton Pike | Median A | | 75 |
| Pendleton Pike | Median B | | 75 |
| Pendleton Pike | Median C | | 60 |
| Pendleton Pike | Median D | | 30 |
| Pendleton Pike | Median E | | 30 |
| Pendleton Pike | Median F | | 30 |
| Pendleton Pike | Median G | | 30 |
| | | | |
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If the Disturbance Time for any individual street is exceeded, the CONTRACTOR shall be subject to Liquidated Damages of \$100.00 per calendar day per street.

11. Utility Information

The utilities are beyond the control of the Owner. Coordination with any applicable utility or utilities shall be the sole responsibility of Contractor. The Contractor shall coordinate the construction of this project with all utilities within the limits of this project in accordance with the Standard Specifications. The pre-construction meeting at the project site does not constitute a Utility Location Request by the City.

The Contractor and the utility companies shall assume all responsibility. The Redevelopment Commission, City of Lawrence, Indiana will not be held liable for any costs involved concerning damages to utility facilities caused by the Contractor's operations. Damage to any of the existing public utilities facilities within the limits of the project caused by the Contractor's operations or equipment shall be repaired or replaced by the Contractor at no expense to the contract. Further, Contractor shall be responsible to relocate or adjust all facilities owned by the City of Lawrence and all facilities not owned by public utilities or for which the public utility is not responsible, at the expense of the Contractor.

~~The plans show all known utilities located within the Project limits of the contract according to information and data furnished to Owner or Engineer by obtained from the various utility companies. The accuracy of the plans in this respect is not guaranteed or warranted by the Department Owner.~~ All of the permanent and temporary utility appurtenances in their present or relocated positions as shown on the plans shall have been considered in the bid. No additional compensation will be allowed for suspensions, delays, interference, hindrances, inconvenience, or damage sustained by Contractor due to said utility facilities or the operations of moving them. However, if the prosecution of the work is delayed for an unreasonable period of time, Contractor may make a claim therefore as provided in the General Conditions.

Any repair or replacement work by public utilities shall be completed prior to the resurfacing of a street. The Contractor shall contact all utilities to adjust their facilities (valves, castings, etc.). Damage to any of the existing public utility facilities within the limits of the project caused by the Contractor operations or equipment shall be repaired by the Contractor at no expense to the Owner. For utility contact information, please contact the DPW Utility Coordinator for an updated list. The list to be provided is for information purposes only and neither Owner nor Engineer guarantees or warrant its accuracy.

12. Verification of Work

In addition to the procedure for verification of work performed as described in these Specifications and/or Special Provisions, the Contractor shall lend whatever necessary assistance the Engineer may request with respect to verification of work performed.

13. Decreased or Increased Quantities of Work

These Special Provisions shall not be considered as a waiver of, nor shall they invalidate the right of the Engineer to increase or decrease quantities of work.

14. Storage of Equipment, Materials and Supplies

The Contractor shall limit the storage of equipment, materials, and supplies to the public Right-of-Way. If the Contractor desires additional area for storage, the Contractor shall execute proper agreements with the affected property Owner(s).

Storage of materials shall be such that will assure the preservation of their quality and fitness for the Work. When considered necessary, materials shall be placed on raised, clean platforms, constructed of wood or other hard surfaced material and under cover. Stored materials shall be located to facilitate proper inspection. Materials to be used for all contracts shall be stored separately and intact and, after being tested for such work, shall not be used for other purposes except unless otherwise approved.

15. Material Testing

Contractor shall be responsible for all testing and sampling of all materials and/or provide certification of materials in accordance with the Indiana Department of Transportation Standard Specifications and the Manual for Frequency of Sampling and Testing and Basis for Use of Materials, Revised June 2025. The Contractor shall select an independent testing service, approved by the Engineer, to provide all laboratory tests and field tests. The Contractor shall provide certified test results and material certifications to the Engineer in a timely manner. Required sampling and testing under this special provision shall include but not be limited to concrete sampling and testing for compressive strength requirements, air content, relative yield, slump, proctor analysis and density testing of embankments, subgrade, Light weight deflectometer (LWD), anchor pull test-and pipe structure backfill, HMA material sampling and testing, and dynamic pile load pile driving analysis (PDA). The cost of providing samples and testing shall not be paid for directly but shall be included in the cost of other items.

All aggregate, ready mixed concrete, and HMA materials used for the project shall be produced from a supplier listed on the INDOT Approved Materials List. The Contractor shall submit the names and addresses of the suppliers of these materials for the project to the Engineer at the pre-construction conference.

The Contractor shall provide copies of each sampling and testing report to the Engineer on the day such work was complete or performed. Failure to provide these reports in a timely manner shall permit the Engineer to withhold progress.

16. Material Acceptance

All aggregate, concrete, and HMA materials used for the project shall be produced from a supplier listed on the INDOT Approved Materials List. The Contractor shall submit the names and addresses of the suppliers of these materials for the project to the Engineer at the pre-construction conference.

17. Material Delivery Tickets

Contractor, at no expense, shall furnish Engineer material delivery tickets for bituminous mixture, concrete, coated and thread rebar, adhesive material such as epoxy and aggregate which is specified for measurement by weight and/or volume. The tickets shall be prepared at the weighing site by the Contractor or his representative and shall contain the following information: Ticket Serial Number, Date, Source of Supply, Material Designation (size and type), Truck Number, Time Weighed, Gross Weight (DR entered here if scale is direct reading type), Tare, and Net Weight. The original or duplicate tickets shall be provided to the Owner.

Material delivery tickets shall be grouped by material, then date when submitted to the

Engineer.

Material delivery ticket collection will not be paid for directly but shall be included in the cost of other items in the Contract.

18. Matching Old Work

The Contractor shall verify the elevations and measurements of all points where new construction is to match existing conditions prior to the commencement of any construction activities. Where new work is to be fitted to old work, the Contractor shall check all leading dimensions and conditions in the field and report any errors or discrepancies to the Engineer or assume responsibility for their correctness and the fit of new parts to old. If such parts do not fit properly, Contractor shall make at Contractor's expense such alterations to new parts as may be necessary to assure proper fits and connections, which meet the approval of the Engineer. The Contractor shall provide a drawing with corrected dimensions at no additional cost to the contract.

19. Debris and Salvaged Material

Upon completion of the work, all excess material, together with all excess dirt, or debris, shall be promptly and carefully removed by the Contractor. All damage to adjacent property must be promptly and carefully repaired by the Contractor and left in a condition satisfactory to the adjacent property Owners. All salvaged material shall become the property of the Contractor unless otherwise herein specified. Materials reserved for use by the Owner shall be removed without damage in sections which can be readily transported. Such materials shall be stockpiled neatly at accessible points.

20. Maintenance of Traffic

The Contractor shall be responsible for installing and maintaining all construction signs and traffic control items as necessary to complete the work as shown in the construction drawings. The Contractor shall be responsible for ensuring that all signs and barricades are in working order and have not been damaged each day of operations.

21. Additional work for the project

N/A

22. Inspection and Supervision

The Lawrence Director of Public Works or her representative shall be the Engineer for this project and shall have authority over the construction of this project at all times. All necessary construction engineering layout work shall be performed by the Contractor at his expense and subject to the approval of the Engineer or his duly authorized representative.

23. Invoices

The Contractor shall submit separate invoices for Pendleton Pike Median Landscape Improvements. Every invoice shall include the approval material certificate, the amount of material, and the design mix if present of each bid item used per project as of the date of the invoice. Invoices shall be submitted to the Engineer for their review and approval.

24. Completion Date

The Contractor **shall have Pendleton Pike Median Landscape Improvements ready for acceptance by August 21, 2026.**

The Contractor and Owner acknowledge and agree that the time allotted by this Agreement for the performance and completion of the Work is reasonable and considers any and all risks and adverse conditions assumed by the Contractor hereunder.

25. Cleaning

The Contractor shall provide effective dust control throughout the project. Powered sweepers or other pull type models shall be used for street cleaning. Street cleaning shall also be performed prior to the pre-final meeting as directed by the City. Street cleaning will not be paid for directly but shall be included in the cost of various items of the contract regardless of the number of times the operation is reasonably requested. Natural occurring conditions out of control of the City, that cause more dust control than normal shall not be a valid reason for request of payment for dust control.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/28/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


| | | | |
|--|---|--|--|
| PRODUCER AssuredPartners of Indiana LLC 10 E Main Street Ste 400 Carmel IN 46032 | CONTACT NAME: Jordon Snelenberger | | FAX (A/C, No): |
| | PHONE (A/C, No, Ext): 317-595-7330 | | E-MAIL ADDRESS: jordon.snelenberger@assuredpartners.com |
| INSURER(S) AFFORDING COVERAGE | | | NAIC # |
| INSURER A: American Guarantee and Liability Ins Co | | | 26247 |
| INSURER B: American Zurich Insurance Company | | | 40142 |
| INSURER C: Zurich American Insurance Company of IL | | | 27855 |
| INSURER D: | | | |
| INSURER E: | | | |
| INSURER F: | | | |

COVERAGES **CERTIFICATE NUMBER:** 268173073 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| B | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | Y | | GLO052440402 | 5/7/2026 | 5/7/2027 | EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$150,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 EBL AGGREGATE \$1,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY | Y | | BAP871307503 | 5/7/2026 | 5/7/2027 | COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0 | Y | | AUC869215703 | 5/7/2026 | 5/7/2027 | EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | WC859909903 | 5/7/2026 | 5/7/2027 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Pendleton Pike Median
City of Lawrence, Redevelopment Commission, INDOT, and any other contractually required entities are Additional Insureds on a Primary Non-Contributory basis for General Liability (including ongoing and completed operations) and Auto Liability; but only where required by written contract, and allowable by law.
Umbrella to follow form.

| | |
|---|---|
| CERTIFICATE HOLDER City of Lawrence, Redevelopment Commission 9001 E 59th Street Lawrence IN 46216 USA | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE  |

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PAYMENT BOND

Successful Bidder must use this form or other form containing the same material conditions and provisions as approved in advance by Owner.

Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute bond.

Surety company executing this bond shall appear on the most current list of "Surety Companies Acceptable on Federal Bonds" as specified in the U.S. Treasury Department Circular 570, as amended, and be authorized to transact business in the State of Indiana.

KNOWN BY ALL PERSONS BY THESE PRESENTS THAT THE UNDERSIGNED:

| | |
|--|--|
| BIDDER: as Principal, and SURETY: - [Name] [Address] | <div style="border: 1px solid black; padding: 2px; width: fit-content;">Morphey Construction, Inc.</div> <div style="border: 1px solid black; padding: 2px; width: fit-content; margin-top: 10px;">Continental Casualty Company</div> <div style="border: 1px solid black; padding: 2px; width: fit-content; margin-top: 10px;">151 N. Franklin St., Chicago, IL 60606</div> |
|--|--|

are firmly bound unto the City of Lawrence, Indiana in the penal sum of an amount equal to ONE HUNDRED PERCENT of the amount of the principal's bid, to the payment of which, well and truly made, we bind ourselves jointly and severally, and our joint and several heirs, executors, administrators and assigns, firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATIONS ARE SUCH THAT, whereas the Principal is herewith submitting a bid and proposal for construction and completion of this contract in accordance with plans and specifications, which are made part of this bond.

NOW, THEREFORE, if the City of Lawrence, Indiana shall award the principal the contract for work and the Principal shall promptly enter into contract with the City of Lawrence, Indiana, for the work and shall promptly make payments of all amounts due to all Claimants, then this obligation shall be void; otherwise to remain in full force, virtue, and effect. Claimant shall mean any subcontractor, material supplier or the person, firm, or corporation furnishing materials or equipment for or performing labor or services in the prosecution of the work provided in such an agreement, including lubricants, oil, gasoline, coal, and coke, repairs on machinery, and tools, whether consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work.

IT IS AGREED that no modifications, omissions, or additions in or to the terms of such contract or in or to the plans or specifications therefore shall affect the obligation of such sureties on this bond.

Morphey Construction, Inc. **BIDDER**

Signature:

[Handwritten Signature]

Printed Name:

Steven P. Milbourne

Title:

President

Before me, a Notary Public, the day and year below stated, personally appeared,

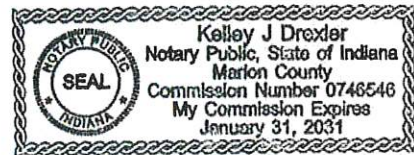
As Principal and acknowledged the execution of the foregoing instrument to be of free and voluntary act and deed.

WITNESS MY HAND AND SEAL, this day of

Notary Public *[Handwritten Signature]*

County of Residence: *marion*

Commission Expires: *Jan 31 2031*



SURETY

Continental Casualty Company

Signature:

[Handwritten Signature]

Printed Name:

Kathryn R. Postma

Title:

Attorney-in-Fact



Before me, a Notary Public, the day, and year below stated, personally appeared,

, As Surety and acknowledged the execution of the foregoing instrument to be of free and voluntary act and deed.

WITNESS MY HAND AND SEAL, this day of

[Handwritten Signature]
Shayla E. O'Connor Notary Public

County of Residence:

Commission Expires:



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Brian T. Morton, Kathryn R. Postma, Larry J. Simons, Angela M. Riley, Andrew A. Lanphere, Sarah J. Smith-Hollers, Shayla E. O'Connor, Individually

of Carmel, IN, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed below, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 15th day of January, 2026.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

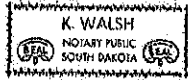

Larry Kasten Vice President

Slate of South Dakota, County of Minnehaha, ss:

On this 15th day of January, 2026, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

My commission expires

December 4, 2031



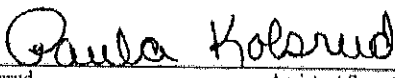

K. Walsh Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance companies printed below are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 27th day of May, 2026.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania


Paula Kolsrud Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF EACH OF CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA (as defined above, the "CNA Companies");

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of each of the above CNA Companies at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of each of the CNA Companies.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of each of the above Companies by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of each of the above CNA Companies by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

PERFORMANCE BOND

Successful Bidder must use this form or other form containing the same material conditions and provisions as approved in advance by Owner.

Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute bond.

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED:

BIDDER: [Name] Morphey Construction, Inc.

as Principal, and

SURETY: [Name] Continental Casualty Company

[Address] 151 N. Franklin St., Chicago, IL 60606

As Surety,
are firmly bound unto City of Lawrence, Indiana in the penal sum of an amount equal to ONE HUNDRED PERCENT of the amount of the principal's bid, to the payment of which, well and truly made, we bind ourselves jointly and severally, and our joint and several heirs, executors, administrators and assigns, firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATIONS ARE SUCH THAT, whereas the principal is herewith submitting a bid and proposal for construction and completion of this contract in accordance with the agreed project plans and specifications, which are made part of this bond;

NOW, THEREFORE, if the City of Lawrence shall award the Principal the contract for work and the Principal shall promptly enter into contract with City of Lawrence, for the work and shall well and faithfully do and perform the same in all respects according to the plans and specifications and according to the time, terms, and conditions specified in this contract to be entered into, and in accordance with all requirements of law and shall promptly pay all debts incurred by the Principal or a subcontractor in the construction of the work, including labor, service, and materials furnished, and shall remain in effect at least until one year after the date when final payment becomes due, then this obligation shall be void; otherwise to remain in full force, virtue, and effect.

IT IS AGREED that no modifications, omissions, or additions in or to the terms of such contract or to the plans or specifications therefore shall affect the obligation of such sureties on this bond. This Performance Bond and Surety shall not be released until one (1) year after the Owner /Obligee's final settlement with the Contractor.

IN WITNESS WHEREOF, we hereto set our hands and seals:

Morphey Construction, Inc. **BIDDER**

Signature: [Handwritten Signature]

Printed Name: Steven P. Milbourne

Title: President

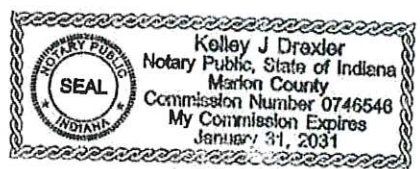
Before me, a Notary Public, the day and year below stated, personally appeared, [Redacted]
Steven P. Milbourne As Principal and acknowledged the execution of the foregoing instrument to be of free and voluntary act and deed.

WITNESS MY HAND AND SEAL, this 27th day of May, 2026 .

[Handwritten Signature]
Notary Public

County of Residence: MARION

Commission Expires: Jun 31 2031



SURETY

Continental Casualty Company

Signature: [Handwritten Signature]

Printed Name: Kathryn R. Postma

Title: Attorney-in-Fact



Before me, a Notary Public, the day, and year below stated, personally appeared, [Redacted]

Kathryn R. Postma , As Surety and acknowledged the execution of the foregoing instrument to be of free and voluntary act and deed.

WITNESS MY HAND AND SEAL, this 27th day of May, 2026 .

[Handwritten Signature]
Shayla E. O'Connor Notary Public

County of Residence: Marion

Commission Expires May 4, 2033



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Brian T. Morton, Kathryn R. Postma, Larry J. Simons, Angela M. Riley, Andrew A. Lanphere, Sarah J. Smith-Hollers, Shayla E. O'Connor, Individually

of Carmel, IN, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed below, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 15th day of January, 2026.



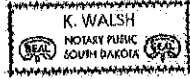
Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Larry Kasten Vice President

State of South Dakota, County of Minnehaha, ss:

On this 15th day of January, 2026, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

My commission expires
December 4, 2031



K. Walsh Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance companies printed below are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 27th day of May, 2026.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paula Kolsrud Assistant Secretary



Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF EACH OF CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA (as defined above, the "CNA Companies"):

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"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of each of the CNA Companies.

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Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.