

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of October, 2025, by and between the Town of McCordsville, ("Owner"), and Howard Companies, ("Contractor").

for the **CIVIC DR. EXTENSION AND PROMENADE ST.**
IN THE TOWN OF McCORDSVILLE, INDIANA project.

- 1) Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined in the bid documents and any additional work defined in change orders.
- 2) The contract documents consist of this contract, performance bond, payment bond, notice of bids, itemized proposal, project overview map, site maps, information for bidders, general conditions, detailed specifications, and special provisions. In addition, any change orders issued on or after the effective date of the contract are also included in the contract documents.
- 3) The Work will be substantially completed on or before June 5, 2026 and completed and ready for final payment on or before July 1, 2026.
- 4) The contractor shall submit the signed contract agreement, certificate of insurance, performance and payment bonds within two weeks of the notice of award.
- 5) Contractor shall submit a progress schedule and a mix design for approval by the time of the preconstruction meeting.
- 6) Owner shall pay contractor by unit price in accordance with the accepted itemized bid proposal and as specified in contract documents.
- 7) Both parties agree that, in performance of the Agreement, they will comply with any and all state and federal laws, as well as local ordinances and regulations.

8) Contractor agrees that it, and any subcontractors, will not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to the employee's hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of the employee's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

9) Contractor represents that it is not engaged in investment activities in Iran, pursuant to IC 5-22-16.5-8.

10) Pursuant to Ind. Code § 22-5-1.7-11, Contractor, by entering into this Agreement with Owner, is required to enroll in and verify the work eligibility status of all of its newly hired employees through the E-Verify program. Contractor is not required to verify the work eligibility status of all newly hired employees through the E-Verify program if the E-Verify program no longer exists. By executing this Agreement, Contractor affirms that it does not knowingly employ an unauthorized alien. Contractor further affirms that it will enroll in the E-Verify program, and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

11) The Parties agree that the failure to enforce any provision or obligation under this Agreement shall not constitute a waiver thereof, or serve as a bar to the subsequent enforcement of any such provision or obligation under this Agreement.

12) The Parties acknowledge that Owner is a governmental entity whose funds are subject to appropriation by its fiscal body. Therefore, if at any time during the term of this Agreement, Owner's fiscal body should fail to appropriate sufficient funds to continue this Agreement, it will become null and void. CONTRACTOR shall not be obligated to perform unless and until sufficient funds are appropriated. Owner agrees to seek funding for the continuation of this Agreement during each budget cycle during the term(s) of this Agreement. Owner agrees to inform Contractor in writing of any such non-allocation of funds at the earliest possible date, and shall pay for all Services provided prior to exhaustion of the appropriated funds.

13) The invalidity of any section, clause, or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses, or provisions of this Agreement.

14) All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Agreement, as well as all continuing obligations indicated in the

Agreement, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement or termination of the services of Contractor.

15) Contractor agrees to perform the Services identified herein. Contractor agrees to notify Owner on the use and efficiency of the Services provided herein when requested by Owner. Contractor shall not commence any additional work or change the scope of Services provided unless and until authorized in writing by the Owner and shall not make a claim for additional compensation in the absence of a prior written approval and amendment by the Owner and executed by both Parties.

16) This Agreement constitutes the entire agreement between the Parties. No understanding, agreements, or representations, oral or written, not specified within this Agreement will be valid provisions of this Agreement. This Agreement may not be supplemented or amended, except by written agreement signed by both Parties.

17) This Agreement is to be governed by the laws of the State of Indiana.

18) Contractor shall completely indemnify, protect and hold harmless the Owner from any and all costs, expenses, liability, losses, third party claims, suits, and proceedings of any nature whatsoever brought against the Owner arising out of or relating to the terms of this Agreement for any cause of action alleging Contractor's negligence, recklessness or intentional acts or omissions.

19) If Contractor fails to perform under this agreement or commits a material breach, the Town shall provide written notice to Contractor and give it thirty days to cure the breach. If Contractor cannot or does not cure the breach within that time frame, Owner has the right to terminate this Agreement, and Contractor shall refund to the Owner a prorated amount already paid to Contractor for the time remaining under the Agreement's term.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Contract.

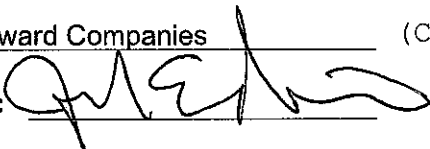
Town of McCordsville (OWNER)
Greg Brewer

Town Council President

ATTEST:

Howard Companies (CONTRACTOR)

By:



Josh Dillon

Title: Director of Pre-Construction

ATTEST:

