



CITY OF FISHERS AGENDA

BOARD/COMMISSION: Board of Public Works and Safety Meeting

DATE: 9/26/2023, at 9:00 AM

DIRECTIONS: Fishers City Services Building, 3 Municipal Drive, Fishers, IN 46038

BOARD OF PUBLIC WORKS AND SAFETY MEETING, 9:00 A.M., CITY COURT CHAMBERS:

- 1. Meeting Called to Order**
- 2. Announcements**
- 3. Presentations**
- 4. Consent Agenda**
 - a. Request to review the previous meeting memoranda's
 - b. Request to approve the account payable register
- 5. Resolution**
 - a. R092623 – Determining Special Benefits and Modifying and Confirming Barrett Law PreliminaryResolution R031423C – Barrett West.
 - b. R092623A – Determining Special Benefits and Modifying and Confirming Barrett Law PreliminaryResolution R031423D – Barrett East.
 - c. R092623B – Request for Bid Award of Barrett 23-1 Contract.
 - d. R092623C – Request to approve a 116th Street curb cut for Magnolia Grove Salon.
 - e. R092623D - Request to approve Special Purchase of patrol vehicles for the Police

Department.

- f. R092623E- Request to approve Supplemental Amendment for Professional Services Related to Opioids Settlement.
- g. . R092623G – Request to approve Construction Grant Agreement for Rosanna Village Low Pressure Wastewater System.

6. Regular Items

- a. R092623F – Request to approve Reimbursement Agreement for Metro Park Building 2 Sanitary Lateral.

7. Unfinished/New Business

8. Meeting Adjournment



CITY OF FISHERS AGENDA

BOARD/COMMISSION: Board of Public Works and Safety
DATE: 9/26/23
DIRECTIONS: [Fishers City Services Building](#)

BOARD OF PUBLIC WORKS AND SAFETY MEETING, 9:00 A.M., CITY COURT ROOM:

- **Meeting Called to Order:**
 - The meeting was called to order at 9:00 a.m. by Scott Fadness. Board members Jason Meyer, Jeff Lantz and Scott Fadness were present.
 - Staff present/Legal: Mekky Hatem, Rich Bassett, Lindsey Bennett, Tracy Gaynor, Tabatha Miller, Jeremy Schmitt, Eric Steiner, and Kari Adriano.
 - Members of the Public: Larry Lannan and Randy Truitt.
 - Members of the public were able to submit comments to the Board via form submission. [Public Comments](#)
- **Announcements:**
- **Presentations:**

CONSENT AGENDA

- 4a. Request to review the previous meeting memoranda's: [Meeting Minutes 9-12-23](#).
- 4b. Request to approve the [Accounts Payable 9-26-23](#).
 - Jeff Lantz made a motion to approve the Consent Agenda. Jason Meyer seconded the motion. There was no remonstrance and the motion passed 3 in favor, 0 opposed.

RESOLUTION

- 5. **R092623** – Determining Special Benefits and Modifying and Confirming Barrett Law Preliminary Resolution R031423C – Barrett West.
[Board Action Form](#) | [Resolution](#) | [Exhibit A](#) | [Exhibit B](#) | [Exhibit C](#) | [Exhibit D](#)
 - Rich Bassett, Asset Manager, Engineering Department, presented **R092623** to the board.
 - Randy Truitt, Property Manager, addressed the board.
 - Jason Meyer made a motion to approve **R092623** with the following changes:
 - Adding an additional 5 days, making 10 days to remonstrate (by 10/09/23) to help ensure everyone has the information.
 - Jeff Lantz seconded the motion. There was no remonstrance and the motion passed 3 in favor, 0 opposed.



CITY OF FISHERS AGENDA

6. **R092623A** – Determining Special Benefits and Modifying and Confirming Barrett Law Preliminary Resolution R031423D – Barrett East.
[Board Action Form](#) | [Resolution](#) | [Exhibit A](#) | [Exhibit B](#) | [Exhibit C](#) | [Exhibit D](#)
 - Rich Bassett, Asset Manager, Engineering Department, presented **R092623A** to the board.
 - Jeff Lantz made a motion to approve **R092623A** with the following changes:
 - Adding an additional 5 days, making 10 days to remonstrate (by 10/09/23) to help ensure everyone has the information.
 - Jason Meyer seconded the motion. There was no remonstrance and the motion passed 3 in favor, 0 opposed.
7. **R092623B** – Request for Bid Award of Barrett 23-1 Contract.
[Board Action Form](#) | [Resolution](#) | [Exhibit A](#) | [Exhibit B](#)
 - Rich Bassett, Asset Manager, Engineering Department, presented **R092623B** to the board.
 - Jason Meyer made a motion to approve **R092623B**, with the following changes:
 - Based on the 10-day waiting period to approve (proceed 10/10/23).
 - Jeff Lantz seconded the motion. There was no remonstrance and the motion passed 3 in favor, 0 opposed.
8. **R092623C** – Request to approve a 116th Street curb cut for Magnolia Grove Salon.
[Board Action Form](#) | [Resolution](#) | [Exhibit A](#)
 - Hatem Mekky, Director of Engineering, presented **R092623C** to the board.
 - Jeff Lantz made a motion to approve **R092623C**. Jason Meyer seconded the motion. There was no remonstrance and the motion passed 3 in favor, 0 opposed.
9. **R091223D** – Request to approve Special Purchase of patrol vehicles for the Police Department.
[Board Action Form](#) | [Resolution](#)
 - Tabatha Miller, Fleet Director, presented **R092623D** to the board.
 - Jason Meyer made a motion to approve **R092623D**. Jeff Lantz seconded the motion. There was no remonstrance and the motion passed 3 in favor, 0 opposed.
10. **R092623E** – Request to approve Supplemental Amendment for Professional Services Related to Opioids Settlement.
[Board Action Form](#) | [Resolution](#) | [Exhibit A](#)
 - Lindsey Bennett, City Attorney, presented **R092623E** to the board.
 - Jeff Lantz made a motion to table **R092623E**. Jason Meyer seconded the motion. There was no remonstrance and the motion passed 3 in favor, 0 opposed.



CITY OF FISHERS AGENDA

11. **R091223F** – Request to approve Reimbursement Agreement for Metro Park Building 2 Sanitary Lateral.
[Board Action Form](#) | [Resolution](#) | [Exhibit A](#)
- Hatem Mekky, Director of Engineering, presented **R092623F** to the board.
 - Jeff Hill made a motion to approve **R092623F**. Jason Meyer seconded the motion. There was no remonstrance and the motion passed 3 in favor, 0 opposed.
12. **R091223G** – Request to approve Construction Grant Agreement for Rosanna Village Low Pressure Wastewater System.
[Board Action Form](#) | [Resolution](#) | [Exhibit A](#) | [Exhibit B](#)
- Hatem Mekky, Director of Engineering, presented **R092623G** to the board.
 - Jason Meyer made a motion to approve **R092623G**. Jeff Lantz seconded the motion. There was no remonstrance and the motion passed 3 in favor, 0 opposed.

REGULAR ITEMS

13. **Unfinished/New Business:**

14. **Meeting Adjournment**

- Jason Meyer made a motion to adjourn the meeting. Jeff Lantz seconded the motion.
- There was no remonstrance and the motion passed 3 in favor, 0 opposed.
- The meeting was adjourned at 9:27 a.m.

This meeting was recorded at <http://tinyurl.com/CityOfFishers>

Respectfully Submitted,

Kari Adriano, Board Clerk

I hereby certify that each of the above listed vouchers and the invoices, or bills

attached there to, are true and correct and I have audited same in accordance with
IC 5-11-10-1.6.

September 26, 2023

Fiscal Officer

ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS

CITY OF FISHERS

We have examined the Accounts Payable Vouchers listed on the foregoing Register of Accounts Payable Vouchers consisting of 93 pages and except for accounts payables not allowed as shown on the Register such accounts payables are hereby allowed in the total amount of \$2,352,775.34.

Dated this 26th day of September 2023.

	_____	_____
_____	_____	_____
_____	_____	_____

Signatures of Governing Board

RESOLUTION NO. R092623

A CONFIRMATORY RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY MODIFYING PRELIMINARY RESOLUTION R031423C FOR THE INITIATION OF BARRETT LAW FOR CERTAIN PRIVATE ROADS

WHEREAS, Indiana Code §36-9-36-1 *et seq.* (the “Act”) allows the City of Fishers (“City”) to make certain authorized improvements and assess the total costs of the improvements against property owners who will specially benefit from the improvements, all in accordance with certain procedures set forth in the Act;

WHEREAS, before the City can make an improvement utilizing the Act, the Board of Public Works & Safety (“Board”) must adopt a preliminary resolution for the improvement which includes the cross-sections, general plans, and specifications for the improvement and an estimate of the cost of the public improvement;

WHEREAS, on or around March 14, 2023, the Board adopted a certain preliminary resolution, Resolution No. R031423C (the “Preliminary Resolution”), which authorized the use of the Act to improve certain private roads within the City, all as further described in the Preliminary Resolution;

WHEREAS, in accordance with the Act, the Preliminary Resolution contained an estimate of the cost of the public improvement, which included certain allowable incidental, inspection and engineering costs caused by the proposed improvement, in the amount of \$1,986,000 (the “Estimated Cost”);

WHEREAS, the Board set a public hearing for March 28, 2023, sent the notice to each property owner affected by the proposed improvement as set forth in R031423C, and published notice of the Preliminary Resolution and public hearing in accordance with the Act, said notice is attached hereto and incorporated herein as Exhibit D;

WHEREAS, on March 17, 2023, more than ten (10) days prior to the public hearing, the Engineering Department filed the maximum costs of the improvements with the Board, which included the allowable incidental, inspection and engineering costs, the cost of the guarantee required under Ind. Code §36-9-36-25, the cost of maintenance of the improvements for at least three (3) years and certain bond issuance costs necessary to complete the project (the “Maximum Cost”) in the amount of \$2,700,00,000;

WHEREAS, on March 28, 2023, the Board held a duly noticed public hearing in accordance with the Act and heard all interested persons;

WHEREAS, pursuant to the Act, the Board must determine the amount of special benefits that will accrue to the property liable to be assessed for the improvement and make a determination that the benefits that will accrue to the properties to be assessed for the improvement will equal the maximum estimated cost of the improvement;

WHEREAS, after the Board determines the amount of special benefits that will accrue to the properties to be assessed for the improvement, the Board may either confirm, modify or rescind the Preliminary Resolution;

WHEREAS, the Preliminary Resolution is final and conclusive on all parties if the Preliminary Resolution is modified or confirmed and the improvement is ordered; and

WHEREAS, the Board now desires to (i) modify the Preliminary Resolution by amending and replacing the Estimated Cost with the Maximum Cost, (ii) affirming that the benefits that will accrue to the properties liable to be assessed for the improvement will equal the Maximum Cost of the improvement, (iii) order the improvement, and (iv) to take certain actions in furtherance of the project, all as further defined herein.

NOW THEREFORE, be it resolved by the City of Fishers Board of Public Works & Safety meeting in regular session as follows:

- Section 1.** Modification of the Preliminary Resolution. The Board hereby modifies the Preliminary Resolution by amending and replacing the Estimated Cost with the Maximum Cost of the improvement, and confirms the Preliminary Resolution with respect to the improvement contained therein.
- Section 2.** Maximum Cost. The Board hereby determines that the amount of special benefit that will accrue to the properties liable to be assessed for the improvement are Construction costs and associated engineering fees of One Million Two Hundred and Nine Thousand Three Hundred Sixty-Nine Dollars and sixty-five cents. (\$1,209,369.65) and amortized interest costs of One Million Two Hundred Fifteen Thousand Three Hundred Eighty-Seven Dollars and thirty-five cents. (\$1,215,387.35). The Board hereby further determines that the amount of benefits that will accrue to the properties to be assessed is equal to the Maximum Cost.
- Section 3.** Board Findings. The Board hereby further determines that (i) the improvement is needed, (ii) the cost of the proposed improvement is not excessive considering the character and value of the property to be assessed, (iii) the cost of the proposed improvement will not exceed the benefits to the properties being assessed, and (iv) the Board has the legal authority to order the improvement.
- Section 4.** Ordering of Improvement. The Board hereby orders the improvement.
- Section 5.** Bonds in Anticipation of Assessment Proceeds. The Board may issue bonds in anticipation of the collection of the assessments for the improvement and those bonds may mature not less than ten (10) years and not more than thirty (30) years from the date of issuance. The terms of the bonds may allow early redemption of the bonds in the event of and to the extent of prepayment of the assessments in anticipation of which the bonds were issued. The bonds

issued in anticipation of the collection of assessments are negotiable instruments and are free from all defenses by property owners.

Section 6. If any provision of this Resolution or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Resolution or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law; provided that, in lieu of such invalid or unenforceable provision, there will be added to this Resolution a provision as similar to the invalid or unenforceable provision as is possible to reflect the intent of the City and still be valid and enforceable.

Section 7. This Resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

SO RESOLVED by the City of Fishers Board of Public Works & Safety this 26th Day of September 2023.

**BOARD OF PUBLIC WORKS &
SAFETY, CITY OF FISHERS
HAMILTON COUNTY, INDIANA**

YAY

NAY

ABSTAIN

	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Jason Meyer, Member		

ATTEST:



Kari Adriano, Board Clerk

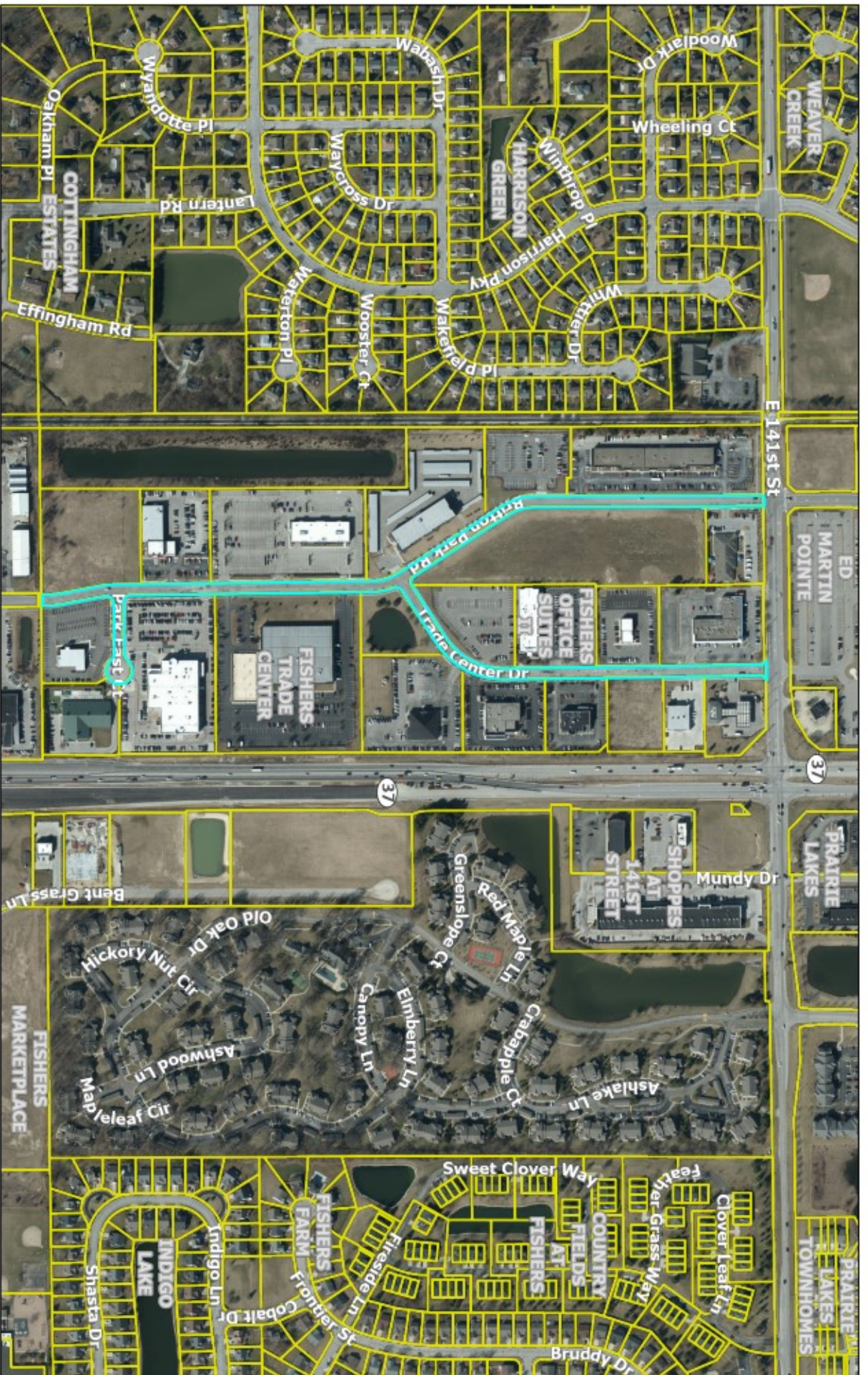
DATE:

9/26/23

This instrument prepared by: Lindsey M. Bennett, City Attorney, City of Fishers, Hamilton County, Indiana, One Municipal Drive, Fishers, Indiana, 46038

““I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.” /s/ Lindsey M. Bennett

Barrett West Exhibit A



March 8, 2023

Minor Roads

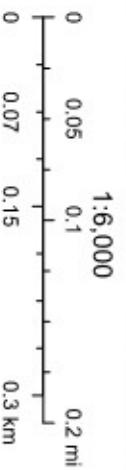
State Highways

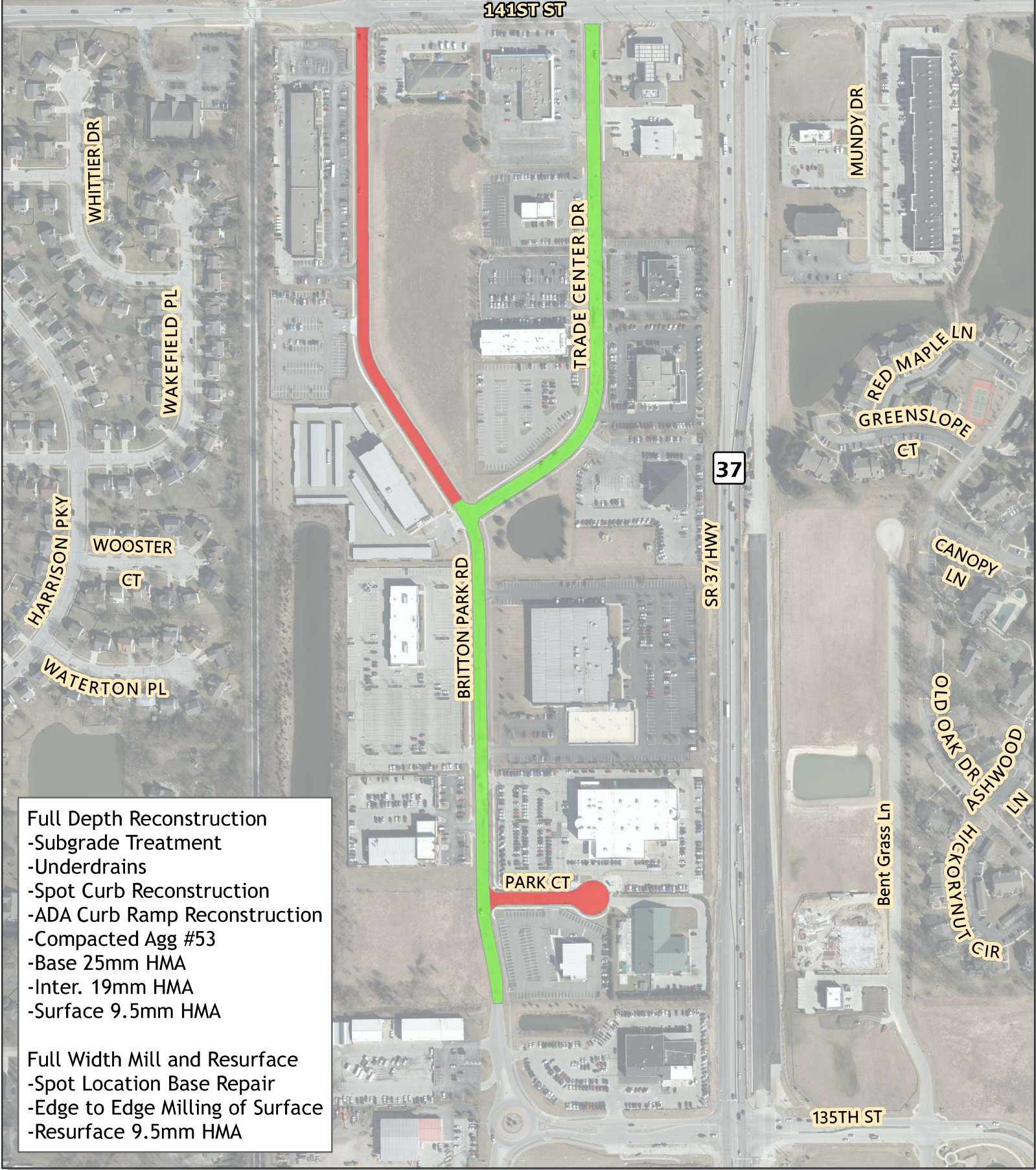


Parcels

Major Roads

Subdivisions





- Full Depth Reconstruction
- Subgrade Treatment
 - Underdrains
 - Spot Curb Reconstruction
 - ADA Curb Ramp Reconstruction
 - Compacted Agg #53
 - Base 25mm HMA
 - Inter. 19mm HMA
 - Surface 9.5mm HMA

- Full Width Mill and Resurface
- Spot Location Base Repair
 - Edge to Edge Milling of Surface
 - Resurface 9.5mm HMA

Britton Park Rd, Trade Center Dr,
and Park Ct

- Legend
- Full Depth Reconstruction
 - Full Width Mill & Resurface



FISHERS
EST. 1872



0 125 250 500
Feet

Deeded Owner ADDRESS

P.O. Box 25025 Glendale, CA 91201
2550 Shadeland Ave N, Indianapolis, IN 46219
1732 Crooks Rd Troy, MI 48084 5501
23 S 8TH St. Noblesville, IN 46060
13661 Britton Park Rd Fishers, IN 46038
P.O. Box 898 Westfield, IN 46074
9269 Park East Ct. Fishers, IN 46038
13875 Trade Center Dr. Fishers, IN 46038
11722 Allisonville Rd Ste 103 #150 Fishers, IN 46038
P.O. Box 1156 Springfield, MO 65801
511 Broadway Denver, CO 80203
111 W. 39th St. Vancouver, WA 98660
7225 Northland Dr N. Ste 210 Brooklyn Park, MN 55428
13661 Britton Park Rd Fishers, IN 46038
539 Main St.S. Findlay, OH 45840
2611 S. Coast Hwy 101 Ste 205 Cardiff, CA 92007
PO Box 12388 Covington, KY 41012
2023 S 625 W Woods Cross, UT 84087
PO Box 898 Westfield, IN 46074
8239 Hampton Cir E Indianapolis, IN 46256
6925 E 96TH ST Ste 200 Indianapolis, IN 46250
13417 Britton Park Rd Fishers, IN 46037

Parcel ID

15-11-19-00-00-019.006
15-11-19-00-00-020.003
15-11-19-00-00-019.203
15-11-19-00-00-019.103
15-11-19-00-00-020.005
15-11-19-00-00-019.201
15-11-19-00-00-020.007
15-11-19-00-00-019.101
15-11-19-00-00-019.008
15-11-19-00-00-019.501
15-11-19-00-21-001.000
15-11-19-00-00-019.401
15-11-19-00-00-020.104
15-11-19-00-00-020.006
15-11-19-00-00-019.301
15-11-19-00-00-019.004
15-11-19-00-00-020.002
15-11-19-00-00-020.004
15-11-19-00-00-019.007
15-11-19-00-00-019.601
15-11-19-00-00-019.000
15-11-19-00-00-019.009

Deeded Owner

PS Midwest Two LLC
Alley Realty LLC
Rainbow Rascals Fishers LLC
Yeager Companies LLC
Melzer Family Realty LP
JR Real Estate West LLC
NHZZ LLC
Alderman LLC
Omega Motorsports Holdings LLC
O'Reilly Automotive Stores Inc.
Fishers Baceline LLC
Store Master Funding III LLC
Zank Corporation
Melzer Family Realty LP
Speedway Supermerica LLC
Indy Portfolio Owner 4 LLC
Terramar Properties LLC Total
Autosawwy Land Holdings LLC
JR Real Estate West LLC
Samuels Auto Sales LLC
Mann Properties LLP
EFN Fishers Properties LLC

LOCAL ADDRESS

13900 Britton Park Rd
13825 Britton Park Rd
9153 E 141st St
14074 Trade Center Dr
13661 Britton Park Rd
13927 Trade Center Dr
9269 Park East Ct
13875 Trade Center Dr
14080 Trade Center Dr
14067 Trade Center Dr
14090 Trade Center Dr
13977 Trade Center Dr
13668 Britton Park Rd
13830 Britton Park Rd
14091 Trade Center Dr
14072 Britton Park Road
9271 Park East Ct
13558 Britton Park Rd
13918 Trade Center Dr
14033 Trade Center Dr
13832 Britton Park Rd
13930 Britton Park Rd

Business Name

Public Storage
PinHeads Bowling/Alley's Rest.
Rainbow Preschool
Office Suites
Honda of Fishers
Lincoln Dealership
Golden Gear Auto
Alderman Automotive
Omega Auto
Oreilly Auto Parts
Fishers Trade Center (strip mall)
BW3's restaurant
Caliber Collision
Honda Auto Detail/storage
Speedway Gas Station
Retail/Business strip center
Pet Suites
vacant
Parking lot storage Auto Dealer
Vacant lot
Vacant lot
Parking lot storage Auto Dealer

PO Box 745 Lafayette, IN 47902
PO Box 745 Lafayette, IN 47902

15-11-19-00-00-020.000
15-11-19-00-00-020.001

Fishers Trade Center Owners Association Inc
Fishers Trade Center Owners Association Inc.

0 Britton Park Rd
0 Britton Park Rd

retention pond
retention pond

PUBLIC NOTICE

**FROM: CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY
TO: PROPERTY OWNERS ALONG BRITTON PARK DRIVE, TRADE
CENTER DRIVE, and PARK EAST COURT (BETWEEN 135TH AND 141st),
AND OTHER INTERESTED PARTIES**

Notice is hereby given that pursuant to I.C. 36-9-36-8, the Board of Public Works and Safety of the City of Fishers, Hamilton County, Indiana on the 14th day of March, 2023 adopted Resolution No. 031423C, A Resolution of the City of Fishers Board of Public Works & Safety Authorizing the Initiation of Barrett Law for Certain Private Roads by which the Board has deemed it necessary to order the improvement of certain private roads as set forth in the Resolution (the "Improvements") and to utilize the process set forth in I.C. 36-9-36-1 et seq.

Description of Improvements: Reconstruct and/or resurface roads and some curbs at and along Britton Park Drive (north of 135th), Trade Center Drive, and Park East Court,

Said Board of Public Works and Safety has set a public hearing for March 28, 2023 at 9:00 a.m. in the City Court Courtroom in the City Services Building located at 3 Municipal Drive, Fishers IN 46038 as the date, time and place when it will publicly hear all interested persons, including those whose property is or will be affected by the proposed Improvements, on the question as to whether the special benefits that will accrue to the properties to be assessed will be equal to the estimated cost of the Improvements, and any other matter pertaining to said proposed Improvements. After such hearing, said Board will determine whether the special benefits accruing the property liable to assessment are equal to the estimated cost of the Improvements.

In accordance with the Americans with Disabilities Act (ADA), the City of Fishers will, upon request, provide appropriate aid (i.e., interpreters) and/or assistance leading to effective participation for people with disabilities. Anyone who requires such assistance should contact Kelly Lewark, Office Manager, no later than forty-eight(48) hours before the scheduled event at (317) 595-3487 or via email atlewarkk@fishers.in.us

TL20190 3/15 It hspaxlp

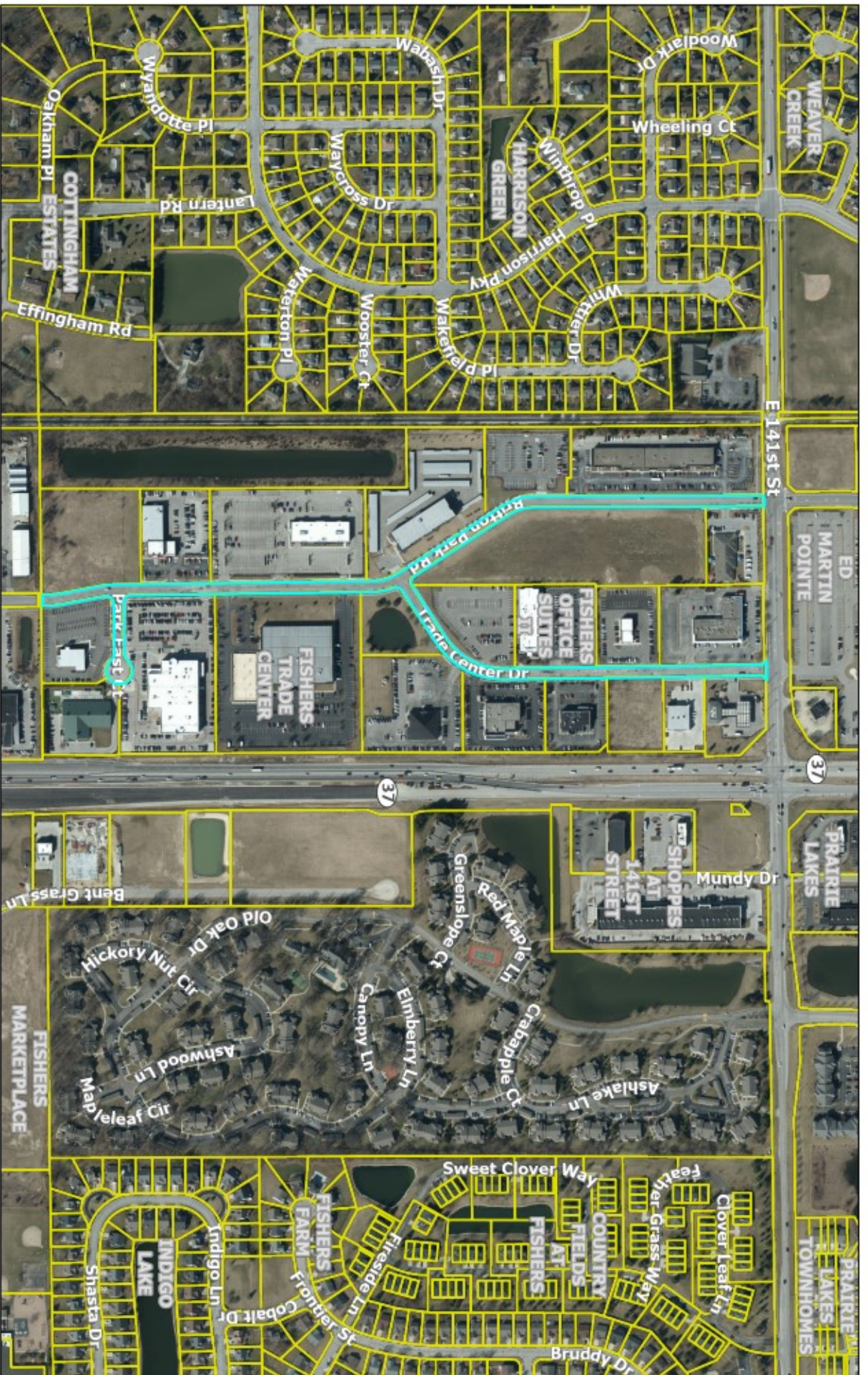


Board Action Form

MEETING DATE	September 26 th , 2023			
TITLE	Determining Special Benefits and Modifying and Confirming Barrett Law Preliminary Resolution R031423C – Barrett West			
SUBMITTED BY	Name & Title: Rich Bassett, Asset Manager Department: Engineering			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☐ Resolution	☒ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading ☐ Final Reading
	Ordinance #:		Resolution #: R092623	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☒ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – <i>Name of Reviewer: Lindsey Bennett</i>	
BACKGROUND (Includes description, background, and justification)	The City of Fishers is proposing to utilize Barrett Law to improve, resurface, and/or reconstruct the privately owned roadways of Trade Center Drive, Britton Park Rd (between 135 th St and 141 st St.), and Park East Ct. This resolution modifies and confirms the preliminary resolution approved by the Board of Public Works and Safety on 3/14/23. Additionally, upon completion of these improvements, the property owners have agreed to dedicate these roads into the City.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	Construction cost and Engineering fees to be financed \$1,209,369.65
	Expenditure \$:	
	Source of Funds:	Bond
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Approve resolution R092623
	2.	Modify Preliminary Resolution R031423C
	3.	Rescind Preliminary Resolution R031423C
	4.	
PROJECT TIMELINE	12 Months	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approval of Resolution 092623	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Roads to be improved - Exhibit A 3. Scope of improvement - Exhibit B 4. Addresses - Exhibit C 5. March 28 th , 2023 published notice – Exhibit D	

Barrett West Exhibit A



March 8, 2023

Minor Roads

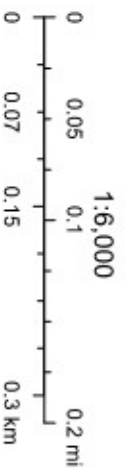
State Highways

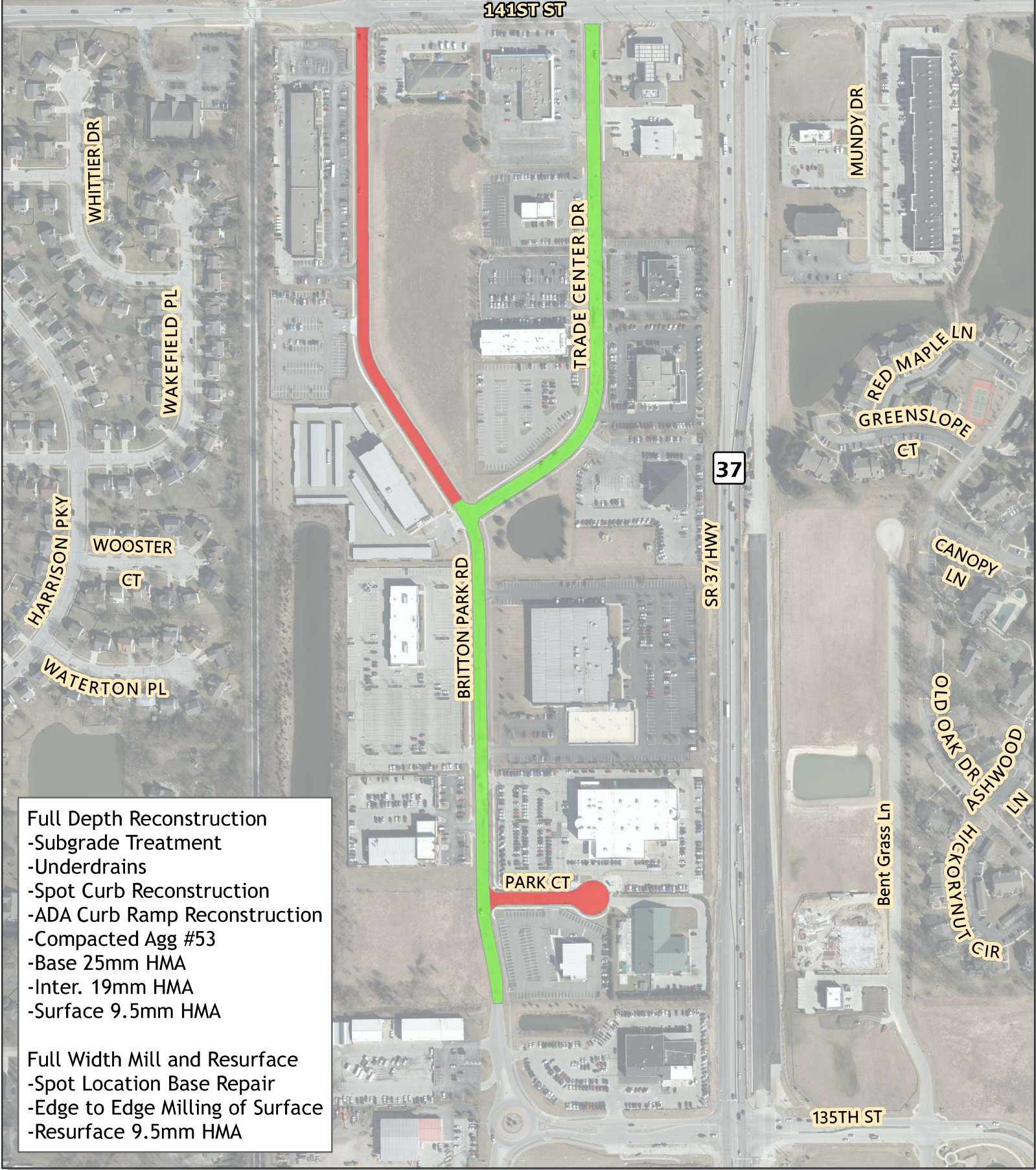


Parcels

Major Roads

Subdivisions





- Full Depth Reconstruction
- Subgrade Treatment
 - Underdrains
 - Spot Curb Reconstruction
 - ADA Curb Ramp Reconstruction
 - Compacted Agg #53
 - Base 25mm HMA
 - Inter. 19mm HMA
 - Surface 9.5mm HMA

- Full Width Mill and Resurface
- Spot Location Base Repair
 - Edge to Edge Milling of Surface
 - Resurface 9.5mm HMA

Britton Park Rd, Trade Center Dr,
and Park Ct

- Legend
- Full Depth Reconstruction
 - Full Width Mill & Resurface



FISHERS
EST. 1872



0 125 250 500
Feet

<u>Deeded Owner ADDRESS</u>	<u>Parcel ID</u>	<u>Deeded Owner</u>	<u>LOCAL ADDRESS</u>	<u>Business Name</u>
P.O. Box 25025 Glendale, CA 91201	15-11-19-00-00-019.006	PS Midwest Two LLC	13900 Britton Park Rd	Public Storage
2550 Shadeland Ave N, Indianapolis, IN 46219	15-11-19-00-00-020.003	Alley Realty LLC	13825 Britton Park Rd	PinHeads Bowling/Alley's Rest.
1732 Crooks Rd Troy, MI 48084 5501	15-11-19-00-00-019.203	Rainbow Rascals Fishers LLC	9153 E 141st St	Rainbow Preschool
23 S 8TH St. Noblesville, IN 46060	15-11-19-00-00-019.103	Yeager Companies LLC	14074 Trade Center Dr	Office Suites
13661 Britton Park Rd Fishers, IN 46038	15-11-19-00-00-020.005	Meizer Family Realty LP	13661 Britton Park Rd	Honda of Fishers
P.O. Box 898 Westfield, IN 46074	15-11-19-00-00-019.201	JR Real Estate West LLC	13927 Trade Center Dr	Lincoln Dealership
9269 Park East Ct. Fishers, IN 46038	15-11-19-00-00-020.007	NHZZ LLC	9269 Park East Ct	Golden Gear Auto
13875 Trade Center Dr. Fishers, IN 46038	15-11-19-00-00-019.101	Alderman LLC	13875 Trade Center Dr	Alderman Automotive
11722 Allisonville Rd Ste 103 #150 Fishers, IN 46038	15-11-19-00-00-019.008	Omega Motorsports Holdings LLC	14080 Trade Center Dr	Omega Auto
P.O. Box 1156 Springfield, MO 65801	15-11-19-00-00-019.501	O'Reilly Automotive Stores Inc.	14067 Trade Center Dr	O'Reilly Auto Parts
511 Broadway Denver, CO 80203	15-11-19-00-21-001.000	Fishers Baceline LLC	14090 Trade Center Dr	Fishers Trade Center (strip mall)
111 W. 39th St. Vancouver, WA 98660	15-11-19-00-00-019.401	Store Master Funding III LLC	13977 Trade Center Dr	BW3's restaurant
7225 Northland Dr N. Ste 210 Brooklyn Park, MN 55428	15-11-19-00-00-020.104	Zank Corporation	13668 Britton Park Rd	Caliber Collision
13661 Britton Park Rd Fishers, IN 46038	15-11-19-00-00-020.006	Meizer Family Realty LP	13830 Britton Park Rd	Honda Auto Detail/storage
539 Main St.S. Findlay, OH 45840	15-11-19-00-00-019.301	Speedway Supermerica LLC	14091 Trade Center Dr	Speedway Gas Station
2611 S. Coast Hwy 101 Ste 205 Cardiff, CA 92007	15-11-19-00-00-019.004	Indy Portfolio Owner 4 LLC	14072 Britton Park Road	Retail/Business strip center
PO Box 12388 Covington, KY 41012	15-11-19-00-00-020.002	Terramar Properties LLC Total	9271 Park East Ct	Pet Suites
2023 S 625 W Woods Cross, UT 84087	15-11-19-00-00-020.004	Autosawwy Land Holdings LLC	13558 Britton Park Rd	vacant
PO Box 898 Westfield, IN 46074	15-11-19-00-00-019.007	JR Real Estate West LLC	13918 Trade Center Dr	Parking lot storage Auto Dealer
8239 Hampton Cir E Indianapolis, IN 46256	15-11-19-00-00-019.601	Samuels Auto Sales LLC	14033 Trade Center Dr	Vacant lot
6925 E 96TH ST Ste 200 Indianapolis, IN 46250	15-11-19-00-00-019.000	Mann Properties LLP	13832 Britton Park Rd	Vacant lot
13417 Britton Park Rd Fishers, IN 46037	15-11-19-00-00-019.009	EFN Fishers Properties LLC	13930 Britton Park Rd	Parking lot storage Auto Dealer
PO Box 745 Lafayette, IN 47902	15-11-19-00-00-020.000	Fishers Trade Center Owners Association Inc	0 Britton Park Rd	retention pond
PO Box 745 Lafayette, IN 47902	15-11-19-00-00-020.001	Fishers Trade Center Owners Association Inc.	0 Britton Park Rd	retention pond

PUBLIC NOTICE

**FROM: CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY
TO: PROPERTY OWNERS ALONG BRITTON PARK DRIVE, TRADE
CENTER DRIVE, and PARK EAST COURT (BETWEEN 135TH AND 141st),
AND OTHER INTERESTED PARTIES**

Notice is hereby given that pursuant to I.C. 36-9-36-8, the Board of Public Works and Safety of the City of Fishers, Hamilton County, Indiana on the 14th day of March, 2023 adopted Resolution No. 031423C, A Resolution of the City of Fishers Board of Public Works & Safety Authorizing the Initiation of Barrett Law for Certain Private Roads by which the Board has deemed it necessary to order the improvement of certain private roads as set forth in the Resolution (the "Improvements") and to utilize the process set forth in I.C. 36-9-36-1 et seq.

Description of Improvements: Reconstruct and/or resurface roads and some curbs at and along Britton Park Drive (north of 135th), Trade Center Drive, and Park East Court,

Said Board of Public Works and Safety has set a public hearing for March 28, 2023 at 9:00 a.m. in the City Court Courtroom in the City Services Building located at 3 Municipal Drive, Fishers IN 46038 as the date, time and place when it will publicly hear all interested persons, including those whose property is or will be affected by the proposed Improvements, on the question as to whether the special benefits that will accrue to the properties to be assessed will be equal to the estimated cost of the Improvements, and any other matter pertaining to said proposed Improvements. After such hearing, said Board will determine whether the special benefits accruing the property liable to assessment are equal to the estimated cost of the Improvements.

In accordance with the Americans with Disabilities Act (ADA), the City of Fishers will, upon request, provide appropriate aid (i.e., interpreters) and/or assistance leading to effective participation for people with disabilities. Anyone who requires such assistance should contact Kelly Lewark, Office Manager, no later than forty-eight(48) hours before the scheduled event at (317) 595-3487 or via email atlewarkk@fishers.in.us

TL20190 3/15 It hspaxlp

RESOLUTION NO. R092623A

A CONFIRMATORY RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY MODIFYING PRELIMINARY RESOLUTION R031423D FOR THE INITIATION OF BARRETT LAW FOR CERTAIN PRIVATE ROADS

WHEREAS, Indiana Code §36-9-36-1 *et seq.* (the “Act”) allows the City of Fishers (“City”) to make certain authorized improvements and assess the total costs of the improvements against property owners who will specially benefit from the improvements, all in accordance with certain procedures set forth in the Act;

WHEREAS, before the City can make an improvement utilizing the Act, the Board of Public Works & Safety (“Board”) must adopt a preliminary resolution for the improvement which includes the cross-sections, general plans, and specifications for the improvement and an estimate of the cost of the public improvement;

WHEREAS, on or around March 14, 2023, the Board adopted a certain preliminary resolution, Resolution No. R031423D (the “Preliminary Resolution”), which authorized the use of the Act to improve certain private roads within the City, all as further described in the Preliminary Resolution;

WHEREAS, in accordance with the Act, the Preliminary Resolution contained an estimate of the cost of the public improvement, which included certain allowable incidental, inspection and engineering costs caused by the proposed improvement, in the amount of \$1,036,000 (the “Estimated Cost”);

WHEREAS, the Board set a public hearing for March 28, 2023, sent the notice to each property owner affected by the proposed improvement as set forth in R031423D, and published notice of the Preliminary Resolution and public hearing in accordance with the Act, said notice is attached hereto and incorporated herein as Exhibit D;

WHEREAS, on March 17, 2023, more than ten (10) days prior to the public hearing, the Engineering Department filed the maximum costs of the improvements with the Board, which included the allowable incidental, inspection and engineering costs, the cost of the guarantee required under Ind. Code §36-9-36-25, the cost of maintenance of the improvements for at least three (3) years and certain bond issuance costs necessary to complete the project (the “Maximum Cost”) in the amount of \$1,700,00,000;

WHEREAS, on March 28, 2023, the Board held a duly noticed public hearing in accordance with the Act and heard all interested persons;

WHEREAS, pursuant to the Act, the Board must determine the amount of special benefits that will accrue to the property liable to be assessed for the improvement and make a determination that the benefits that will accrue to the properties to be assessed for the improvement will equal the maximum estimated cost of the improvement;

WHEREAS, after the Board determines the amount of special benefits that will accrue to the properties to be assessed for the improvement, the Board may either confirm, modify or rescind the Preliminary Resolution;

WHEREAS, the Preliminary Resolution is final and conclusive on all parties if the Preliminary Resolution is modified or confirmed and the improvement is ordered; and

WHEREAS, the Board now desires to (i) modify the Preliminary Resolution by amending and replacing the Estimated Cost with the Maximum Cost, (ii) affirming that the benefits that will accrue to the properties liable to be assessed for the improvement will equal the Maximum Cost of the improvement, (iii) order the improvement, and (iv) to take certain actions in furtherance of the project, all as further defined herein.

NOW THEREFORE, be it resolved by the City of Fishers Board of Public Works & Safety meeting in regular session as follows:

- Section 1.** Modification of the Preliminary Resolution. The Board hereby modifies the Preliminary Resolution by amending and replacing the Estimated Cost with the Maximum Cost of the improvement, and confirms the Preliminary Resolution with respect to the improvement contained therein.
- Section 2.** Maximum Cost. The Board hereby determines that the amount of special benefit that will accrue to the properties liable to be assessed for the improvement is Construction costs and associated engineering fees of Five Hundred Seventy Thousand Nine Hundred and Fifty Dollars (\$570,950) and financing interest costs of Five Hundred Seventy-Five Thousand Two Hundred and Seven Dollars (\$575,207). The Board hereby further determines that the amount of benefits that will accrue to the properties to be assessed is equal to the Maximum Cost.
- Section 3.** Board Findings. The Board hereby further determines that (i) the improvement is needed, (ii) the cost of the proposed improvement is not excessive considering the character and value of the property to be assessed, (iii) the cost of the proposed improvement will not exceed the benefits to the properties being assessed, and (iv) the Board has the legal authority to order the improvement.
- Section 4.** Ordering of Improvement. The Board hereby orders the improvement.
- Section 5.** Bonds in Anticipation of Assessment Proceeds. The Board may issue bonds in anticipation of the collection of the assessments for the improvement and those bonds may mature not less than ten (10) years and not more than thirty (30) years from the date of issuance. The terms of the bonds may allow early redemption of the bonds in the event of and to the extent of prepayment of the assessments in anticipation of which the bonds were issued. The bonds

issued in anticipation of the collection of assessments are negotiable instruments and are free from all defenses by property owners.

Section 6. If any provision of this Resolution or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Resolution or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law; provided that, in lieu of such invalid or unenforceable provision, there will be added to this Resolution a provision as similar to the invalid or unenforceable provision as is possible to reflect the intent of the City and still be valid and enforceable.

Section 7. This Resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

SO RESOLVED by the City of Fishers Board of Public Works & Safety this 26th Day of September 2023.

**BOARD OF PUBLIC WORKS &
SAFETY, CITY OF FISHERS
HAMILTON COUNTY, INDIANA**

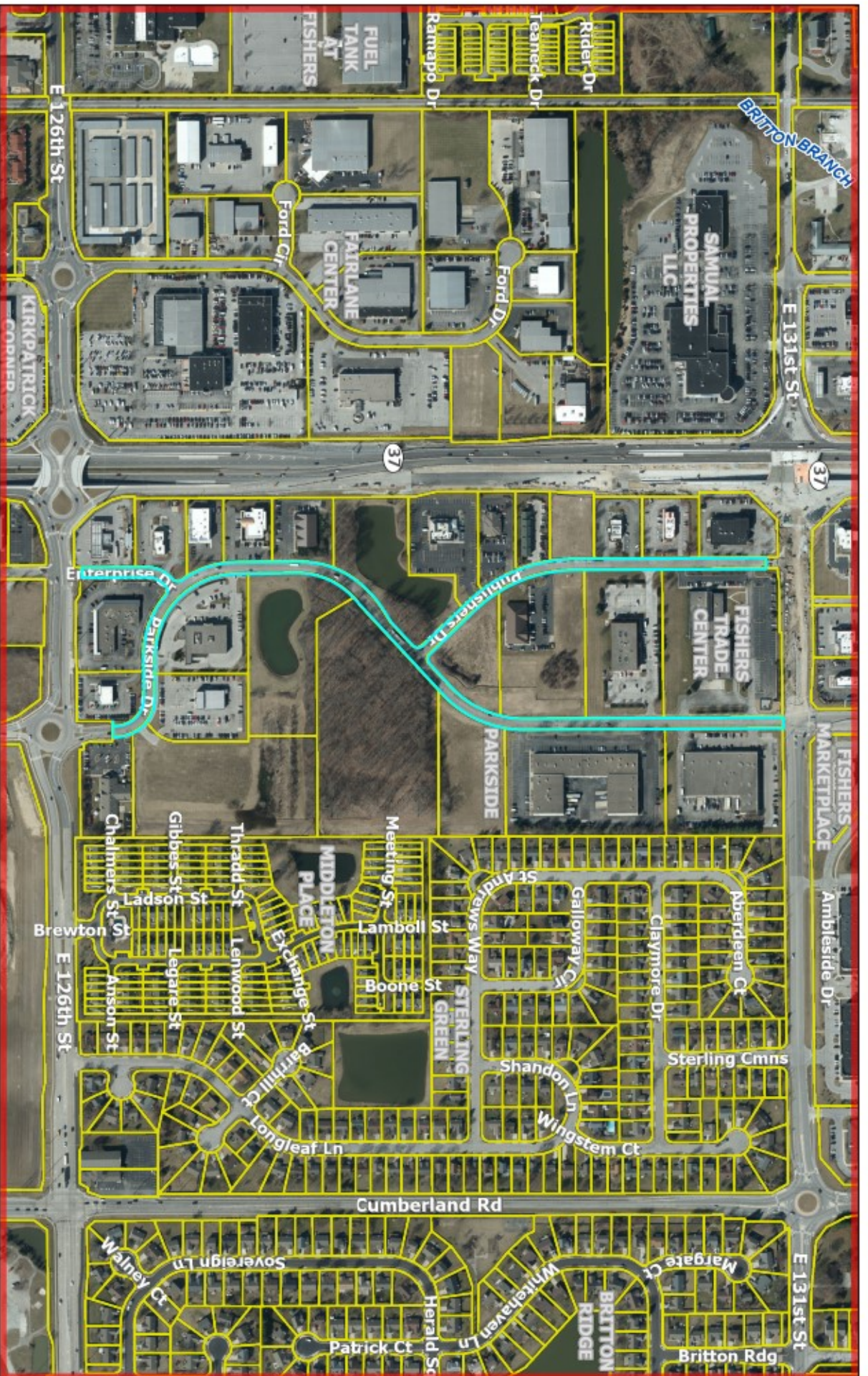
YAY		NAY	ABSTAIN
	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Jason Meyer, Member		

ATTEST:  DATE: 9/26/23
Kari Adriano, Board Clerk

This instrument prepared by: Lindsey M. Bennett, City Attorney, City of Fishers, Hamilton County, Indiana, One Municipal Drive, Fishers, Indiana, 46038

““I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.” /s/ Lindsey M. Bennett

Barrett East Exhibit A



March 8, 2023

Rivers & Streams

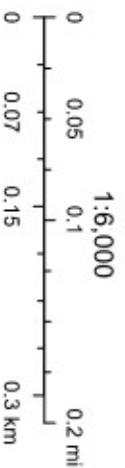
Major Roads

Subdivisions

Minor Roads

State Highways

Parcels





Parkside Dr, Publishers Dr, and Enterprise Dr



0 125 250 500
Feet



Legend

■ Roadway Rehabilitation

<u>Deeded Owner Address</u>	<u>Parcel ID</u>	<u>Deeded Owner</u>	<u>Local Address</u>	<u>Business Name</u>
1300 G El Paseo Rd Box 190 Las Cruces, NM 88001	15-11-30-00-00-023.008	Fishers Property LLC	13048 Publishers Dr	Christian Brothers
9550 E 126th St Fishers, IN 46038	15-11-30-00-00-023.006	PA Max Realestates LLC	9550 E 126th St	Fishers Imports
12953 Publishers Dr Ste 200 Fishers, IN 46038	15-11-30-00-00-023.010	Parkside Professional Plaza LLC	12953 Publishers Dr	Parkside Professional Plaza
7330 Shadeland Station ,Ste 200 Indianapolis, IN 46256	15-11-30-00-00-023.301	Community Health Network Inc	13050 Parkside Dr	Community Health
124 S Old Woodward Ave Birmingham, MI 48009	15-11-30-00-00-023.001	Iconic Fishers LLC	13070 Publishers Dr	Future Starbucks
13092 Publishers Dr Fishers, IN 46038	15-11-30-00-00-023.501	Sarah H LLC	13092 Publishers Dr	Dairy Queen
11111 Santa Monica Blvd Ste 800 Los Angeles, CA 90025	15-11-30-00-00-023.101	Fishers 13095 LLC	13095 Publishers Dr	Mission Christian Academy
PO Box 1610 Cockeysville, MD 21030	15-11-30-00-00-023.601	SCP 2002E-20 LLC	13098 Publishers Dr	CVS
12609 Parkside Dr Fishers, IN 46038	15-11-30-00-00-023.012	Adams Education and Consulting Inc	12609 Parkside Dr	Primrose Daycare
1635 Michigan St W Indianapolis, IN 46222	15-11-30-00-00-023.011	Fishers GW Holdings LLC	12727 Parkside Dr	Goodwill
9550 E 126th St Fishers, IN 46038	15-11-30-00-00-023.013	PA Max Realestates LLC	12655 Parkside Dr	Fishers Imports
19638 Lettersburg Pike Ste 201 Hagerstown, MD 21742	15-11-30-00-00-023.701	950 Dual Highway LLC	13094 Publishers Dr	Arby's
11847 Floral Hall Pl Fishers, IN 46037	15-11-30-00-00-023.009	Fishers JJ LLC	12750 Parkside Dr	Dentist Office
241 N Pennsylvania St Ste 300 Indianapolis, IN 46204	15-11-30-00-00-023.201	Schlemmer Holdings LLC	13093 Parkside Dr	Business Center
12962 Publishers Dr Fishers, IN 46038	15-11-30-00-00-023.007	Parkside Real Estate Management Company LLC	12962 Publishers Dr	Parkside Animal Hospital
2611 S Coast Hwy 101 Ste 205 Cardiff, CA 92007	15-11-30-00-00-023.401	Indy Portfolio Owner 10 LLC	12933 Parkside Dr	Colliers Building
13099 Parkside Dr Fishers, IN 46038	15-11-30-00-35-001.000	Solid Ground LLC	12950 Publishers Dr	Texas Roadhouse
5110 Broadway Denver, CO 80203	15-11-30-00-00-023.003	Parkside BaceLine LLC	9520 E 126th St	BaceLine Building
1 Dave Thomas Blvd Dublin, OH 43017	15-11-30-00-30-001.000	National Retail Properties LP	12702 Parkside Dr	Wendy's
315 Commons Mall PO Box 347 Columbus, IN 47202	15-11-30-00-00-023.002	Macs Convenience Stores LLC	9510 E 126th St	Circle K
11000 E 116th St Fishers, IN 46037	15-11-30-00-00-023.004	Rocky Properties LLC	12890 Parkside Dr	Alphabot Academy
343 Waller Ave Ste 100 Lexington, KY 40504	15-11-30-00-00-023.109	Fishers FJ LLC	12734 Parkside Dr	Big Red Liquor - Retail center
6925 96th St E Ste 200 Indianapolis, IN 46250	15-11-30-00-00-023.000	Mann Realty Co	12915 Parkside Dr	Mann/Vacant
6925 E 96th St Ste 200 Indianapolis, IN 46250	15-11-30-00-00-023.020	Mann Realty Co	0 Parkside Drive	Vacant
348 Harris Hill Rd Williamsville, NY 14221	15-11-30-00-00-023.019	Clover Communities Fishers LLC	12915 Parkside Dr	Future Senior Living
PO Box 745 LaFayette, IN 47902	15-11-30-00-00-023.017	Parkside Owners Association	0 Parkside Drive	Retention pond
PO Box 745 LaFayette, IN 47902	15-11-30-00-00-023.018	Parkside Owners Association	0 Parkside Drive	Retention pond

PUBLIC NOTICE

**FROM: CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY
TO: PROPERTY OWNERS ALONG PARKSIDE DRIVE (BETWEEN
131st AND 126TH), PUBLISHERS DRIVE, ENTERPRISE DRIVE AND
OTHER INTERESTED PARTIES**

Notice is hereby given that pursuant to I.C. 36-9-36-8, the Board of Public Works and Safety of the City of Fishers, Hamilton County, Indiana on the 14th day of March, 2023 adopted Resolution No. 031423D, A Resolution of the City of Fishers Board of Public Works & Safety Authorizing the Initiation of Barrett Law for Certain Private Roads by which the Board has deemed it necessary to order the improvement of certain private roads as set forth in the Resolution (the "Improvements") and to utilize the process set forth in I.C. 36-9-36-1 et seq.

Description of Improvements: Reconstruct and/ or resurface roads and some curbs at and along Parkside Drive between 131st and 126th, Publishers Drive, and Enterprise Drive.

Said Board of Public Works and Safety has set a public hearing for March 28, 2023 at 9:00 a.m. in the City Court Courtroom in the City Services Building located at 3 Municipal Drive, Fishers IN 46038 as the date, time and place when it will publicly hear all interested persons, including those whose property is or will be affected by the proposed Improvements, on the question as to whether the special benefits that will accrue to the properties to be assessed will be equal to the estimated cost of the Improvements, and any other matter pertaining to said proposed Improvements. After such hearing, said Board will determine whether the special benefits accruing the property liable to assessment are equal to the estimated cost of the Improvements.

In accordance with the Americans with Disabilities Act (ADA), the City of Fishers will, upon request, provide appropriate aid (i.e., interpreters) and/or assistance leading to effective participation for people with disabilities. Anyone who requires such assistance should contact Kelly Lewark, Office Manager, no later than forty-eight(48) hours before the scheduled event at (317) 595-3487 or via email atlewarkk@fishers.in.us

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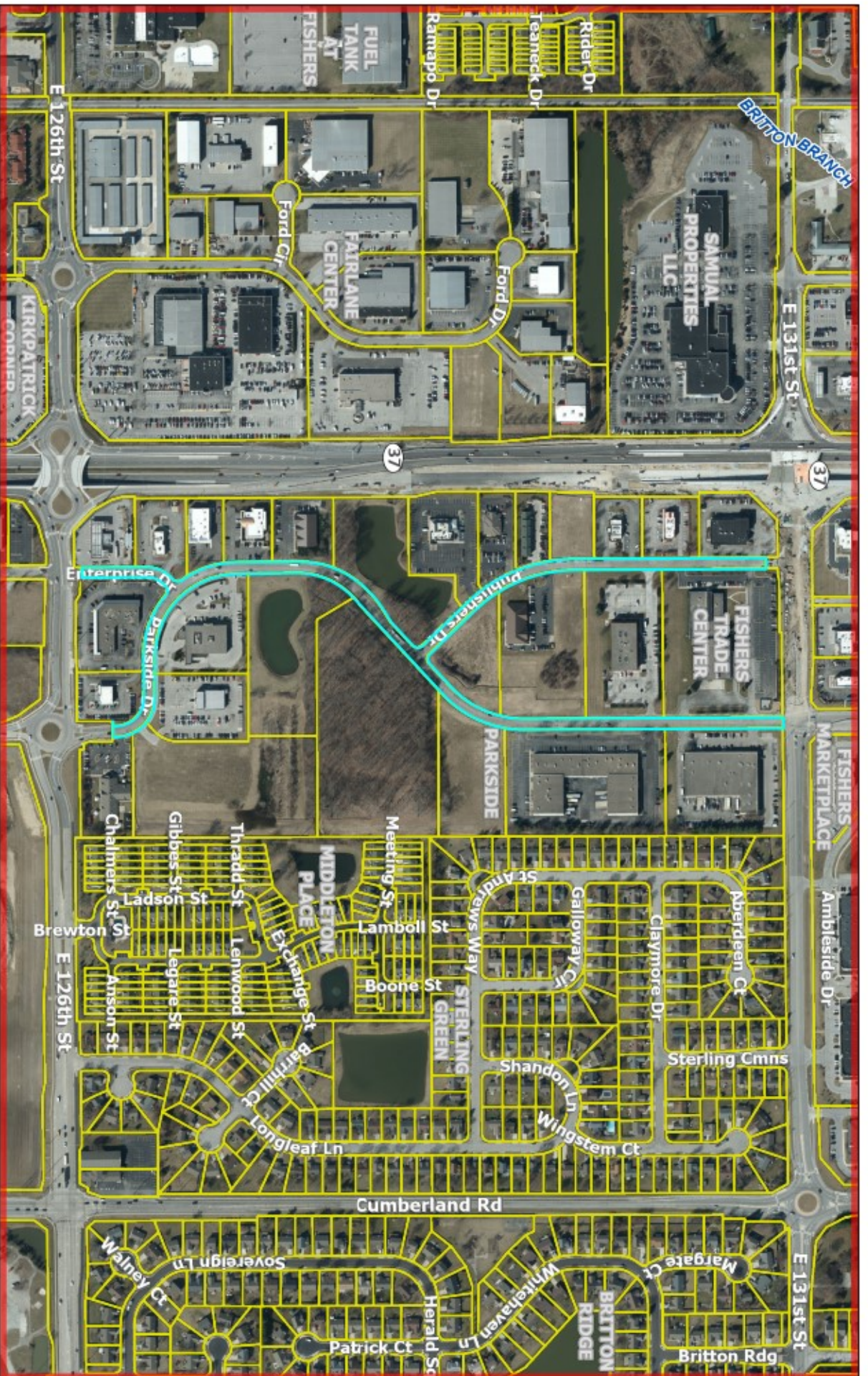


Board Action Form

MEETING DATE	September 26 th , 2023			
TITLE	Determining Special Benefits and Modifying and Confirming Barrett Law Preliminary Resolution R031423D – Barrett East			
SUBMITTED BY	Name & Title: Rich Bassett, Asset Manager Department: Engineering			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☐ Resolution	☒ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading ☐ Final Reading
	Ordinance #:		Resolution #: R092623A	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☒ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – <i>Name of Reviewer: Lindsey Bennett</i>	
BACKGROUND (Includes description, background, and justification)	The City of Fishers is proposing to utilize Barrett Law to improve and resurface, and the privately owned roadways of Parkside Drive, Publishers Drive, and Enterprise Drive. This resolution modifies and confirms the preliminary resolution approved by the Board of Public Works and Safety on 3/14/23. Additionally, upon completion of these improvements, the property owners have agreed to dedicate these roads into the City.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	Construction cost and Engineering fees to be financed \$570,950
	Expenditure \$:	
	Source of Funds:	Bond
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Approve resolution R092623A
	2.	Modify Preliminary Resolution R031423D
	3.	Rescind Preliminary Resolution R031423D
	4.	
PROJECT TIMELINE	12 Months	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approval of Resolution 092623A	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Roads to be improved - Exhibit A 3. Scope of improvement - Exhibit B 4. Addresses - Exhibit C 5. March 28 th , 2023 published notice – Exhibit D	

Barrett East Exhibit A



March 8, 2023

Rivers & Streams

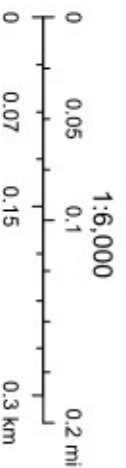
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0 125 250 500
Feet



Legend

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City of Fishers
BIDDER'S ITEMIZED PROPOSAL
AND DECLARATIONS

Instructions To Bidders:

This form shall be utilized by all Bidders. Except as otherwise specifically provided, all Parts shall be fully and accurately filled in and completed and notarized.

Project: Barrett 23-1 Contract

Proposal For: Howard Asphalt LLC DBA Howard Companies
2916 Kentucky Ave
Indianapolis, IN 46221

Date: 7/24/2023

To: **City of Fishers**
 One Municipal Drive
 Fishers, Indiana 46038

A. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into the Agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Time indicated in the Agreement and in accordance with the other terms and conditions of the Contract Documents.

B. Bidder accepts all of the terms and conditions of the Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. Bidder will sign and submit the Agreement with the required Performance and Payment Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of Owner's Notice of Award.

C. Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.

D. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance, or furnishing of the Work.

E. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Special Conditions, if any, as provided in the General Conditions. Bidder accepts the determination set forth in the General Conditions of the extent of the "technical data" contained in such reports and drawings upon which Bidder is entitled to rely as provided in the General Conditions. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and program incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with times, price and other terms and conditions of the Contract Documents.

F. Bidder is aware of the general nature of the Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

G. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

H. Bidder has given Owner written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by Owner is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

I. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

PART 1
BIDDER INFORMATION
(Print)

1.1 Bidder Name: Howard Asphalt LLC DBA Howard Companies

1.2 Bidder Address: 2916 Kentucky Ave

City: Indianapolis State: IN Zip: 46221

tmathur@howardcompanies.com

Phone: 317-849-9666 Fax: 317-570-4317 Email: jdillon@howardcompanies.com

1.3 Bidder is a/an [mark one]

 Individual Partnership Indiana Corporation

Foreign (out of state) Corporation; State

 Joint Venture ** Limited Liability Company** Other

1.4 [The following must be answered if the Bidder or any of its partners or joint venture parties is a foreign corporation. Note: To do business in or with the City of Fishers, Indiana, foreign corporations must register with the Secretary of the State of Indiana as required by the Indiana General Corporation Act as stated therein and expressed in the Attorney General's Opinion #2, dated January 23, 1958.]

1. Corporation Name: _____

.2 Address: _____

3 Date registered with State of Indiana: _____

.4 Indiana Registered Agent:

Name: _____

Address: _____

PART 3
CONTRACT ITEMS AND UNIT PRICES

*[This Part to be used only for Bidding on
Unit Price Contracts for the Contract Items shown]*

Road Rehabilitation, Contract Barrett 23-1 (#8581828)

Owner: City of Fishers

Solicitor: City of Fishers

07/24/2023 11:00 AM EDT

						Howard Companies		Rieth-Riley		Morphey Construction	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Section 1 - Barrett East							\$553,074.10		\$709,120.00		\$1,217,500.00
	1	101	CONSTRUCTION ENGINEERING	LS	1	\$3,701.00	\$3,701.00	\$2,280.00	\$2,280.00	\$18,000.00	\$18,000.00
	2	102	MOBILIZATION AND DEMOBILIZATION	LS	1	\$14,710.00	\$14,710.00	\$41,644.81	\$41,644.81	\$61,250.00	\$61,250.00
	3	103	MILLING, ASPHALT, 3"	SYS	19233	\$1.70	\$32,696.10	\$2.86	\$55,006.38	\$4.50	\$86,548.50
	4	104	MONUMENT/SURVEY MARKER SET	EACH	2	\$339.00	\$678.00	\$1,265.00	\$2,530.00	\$1,500.00	\$3,000.00
	5	105	HMA, BASE REPAIR, TYPE C	TON	625	\$141.75	\$88,593.75	\$216.30	\$135,187.50	\$480.00	\$300,000.00
	6	106	HMA INTERMEDIATE 19mm ,2.0" TYPE C	TON	2116	\$75.00	\$158,700.00	\$84.80	\$179,436.80	\$110.00	\$232,760.00
	7	107	HMA SURFACE 9.5MM, 1.5" TYPE C	TON	1589	\$88.00	\$139,832.00	\$98.25	\$156,119.25	\$98.00	\$155,722.00
	8	108	HMA FOR APPROACHES, TYPE C	TON	20	\$142.70	\$2,854.00	\$148.05	\$2,961.00	\$500.00	\$10,000.00
	9	109	CONSTRUCTION SIGN, A	EACH	8	\$427.00	\$3,416.00	\$427.00	\$3,416.00	\$150.00	\$1,200.00
	10	110	MAINTAINING TRAFFIC	LS	1	\$13,320.00	\$13,320.00	\$36,000.00	\$36,000.00	\$135,780.50	\$135,780.50
	11	111	SNOW PLOWABLE RAISED PAVEMENT MARKER, BLUE, WHITE, YELLOW	EACH	10	\$150.00	\$1,500.00	\$103.50	\$1,035.00	\$150.00	\$1,500.00
	12	112	TRANSVERSE MARKING, THERMO, STOP LINE, 24"	LFT	66	\$14.00	\$924.00	\$13.72	\$905.52	\$15.00	\$990.00
	13	113	PAVEMENT MESSAGE MARKING, THERMO, LANE INDICATION ARROW	EACH	3	\$307.00	\$921.00	\$301.00	\$903.00	\$250.00	\$750.00
	14	114	PAVEMENT MESSAGE MARKING, THERMO, WORD (ONLY)	EACH	3	\$400.00	\$1,200.00	\$389.00	\$1,167.00	\$350.00	\$1,050.00
	15	115	TRANSVERSE MARKING, THERMO, SOLID, CROSSWALK, WHITE, 24"	LFT	222	\$14.00	\$3,108.00	\$13.72	\$3,045.84	\$15.00	\$3,330.00
	16	116	CASTING, ADJUST TO GRADE	EACH	8	\$511.00	\$4,088.00	\$792.00	\$6,336.00	\$1,250.00	\$10,000.00
	17	117	CURB AND GUTTER, REMOVE	LFT	698	\$12.50	\$8,725.00	\$17.90	\$12,494.20	\$70.00	\$48,860.00
	18	118	SIDEWALK, CONCRETE, REMOVE	SYS	60	\$66.20	\$3,972.00	\$17.65	\$1,059.00	\$90.00	\$5,400.00
	19	119	SIDEWALK, CONCRETE	SYS	60	\$88.50	\$5,310.00	\$60.60	\$3,636.00	\$200.00	\$12,000.00
	20	120	CURB RAMP, CONCRETE	SYS	21	\$315.00	\$6,615.00	\$288.50	\$6,058.50	\$600.00	\$12,600.00
	21	121	CURB AND GUTTER, CONCRETE	LFT	267	\$46.50	\$12,415.50	\$47.70	\$12,735.90	\$120.00	\$32,040.00
	22	122	CURB AND GUTTER, CHAIRBACK CURB	LFT	434	\$56.00	\$24,304.00	\$57.60	\$24,998.40	\$120.00	\$52,080.00
	23	123	TRUNCATED DOMES, HOT DIPPED BLACK	SYS	11	\$331.00	\$3,641.00	\$305.00	\$3,355.00	\$500.00	\$5,500.00
	24	124	SAW CUT FOR ROADWAY LOOP AND SEALANT	LFT	225	\$25.75	\$5,793.75	\$25.00	\$5,625.00	\$25.00	\$5,625.00
	25	125	SIGNAL CABLE, ROADWAY LOOP, COPPER,1C/14GA	LFT	700	\$4.00	\$2,800.00	\$3.80	\$2,660.00	\$5.00	\$3,500.00
	26	126	DETECTOR HOUSING	EACH	2	\$3,200.00	\$6,400.00	\$3,356.88	\$6,713.76	\$4,000.00	\$8,000.00
	27	127	MULCHED SEEDING, TYPE U	SYS	200	\$10.50	\$2,100.00	\$9.05	\$1,810.00	\$50.00	\$10,000.00
	28	128	ASPHALT FOR TACK COAT	TON	14	\$54.00	\$756.00	\$0.01	\$0.14	\$1.00	\$14.00
Section 2 - Barrett West							\$1,191,494.65		\$1,361,215.00		\$2,833,400.00
	29	129	CONSTRUCTION ENGINEERING	LS	1	\$5,596.00	\$5,596.00	\$2,280.00	\$2,280.00	\$30,000.00	\$30,000.00
	30	130	MOBILIZATION AND DEMOBILIZATION	LS	1	\$42,868.00	\$42,868.00	\$83,129.60	\$83,129.60	\$141,750.00	\$141,750.00
	31	131	MILLING, ASPHALT, 1.5"	SYS	6282	\$1.65	\$10,365.30	\$2.18	\$13,694.76	\$4.00	\$25,128.00
	32	132	MONUMENT/SURVEY MARKER SET	EACH	3	\$339.00	\$1,017.00	\$1,385.00	\$4,155.00	\$1,500.00	\$4,500.00
	33	133	HMA, BASE REPAIR, TYPE C	TON	50	\$141.75	\$7,087.50	\$320.00	\$16,000.00	\$300.00	\$15,000.00
	34	134	HMA WEDGE AND LEVEL, TYPE C	TON	50	\$112.00	\$5,600.00	\$190.00	\$9,500.00	\$150.00	\$7,500.00
	35	135	HMA BINDER 19MM, 4.5" TYPE C	TON	2826	\$73.00	\$206,298.00	\$84.75	\$239,503.50	\$84.00	\$237,384.00
	36	136	HMA SURFACE 9.5mm, 1.5" TYPE C	TON	1460	\$88.00	\$128,480.00	\$100.70	\$147,022.00	\$95.00	\$138,700.00
	37	137	HMA FOR APPROACHES, TYPE C	TON	31	\$138.50	\$4,293.50	\$127.90	\$3,964.90	\$400.00	\$12,400.00
	38	138	CONSTRUCTION SIGN, A	EACH	7	\$427.00	\$2,989.00	\$427.00	\$2,989.00	\$150.00	\$1,050.00
	39	139	TYPE III BARRICADE	EACH	10	\$348.00	\$3,480.00	\$348.00	\$3,480.00	\$15.00	\$150.00
	40	140	DETOUR ROUTE MARKER	EACH	6	\$310.00	\$1,860.00	\$309.00	\$1,854.00	\$75.00	\$450.00
	41	141	MAINTAINING TRAFFIC	LS	1	\$32,453.00	\$32,453.00	\$53,700.00	\$53,700.00	\$444,725.00	\$444,725.00
	42	142	TEMPORARY ACCESS FOR DRIVEWAYS	EACH	20	\$2,445.00	\$48,900.00	\$1,117.00	\$22,340.00	\$2,000.00	\$40,000.00
	43	143	SNOW PLOWABLE RAISED PAVEMENT MARKER, BLUE, WHITE, YELLOW	EACH	10	\$150.00	\$1,500.00	\$103.50	\$1,035.00	\$150.00	\$1,500.00
	44	144	TRANSVERSE MARKING, THERMO, STOP LINE, 24"	LFT	99	\$14.00	\$1,386.00	\$13.72	\$1,358.28	\$15.00	\$1,485.00
	45	145	PAVEMENT MESSAGE MARKING, THERMO, LANE INDICATION ARROW	EACH	2	\$308.00	\$616.00	\$301.00	\$602.00	\$250.00	\$500.00
	46	146	PAVEMENT MESSAGE MARKING, THERMO, WORD (ONLY)	EACH	2	\$400.00	\$800.00	\$389.00	\$778.00	\$350.00	\$700.00

	47	147	TRANSVERSE MARKING, THERMO, SOLID, CROSSWALK, WHITE, 24"	LFT	202	\$14.00	\$2,828.00	\$13.72	\$2,771.44	\$15.00	\$3,030.00
	48	148	EXCAVATION, COMMON	CYS	3865	\$42.70	\$165,035.50	\$36.30	\$140,299.50	\$120.00	\$463,800.00
	49	149	COMPACTED AGG #53	TON	3802	\$37.25	\$141,624.50	\$36.35	\$138,202.70	\$85.00	\$323,170.00
	50	150	SUBGRADE TREATMENT, 14 INCH - IBC	SYS	11417	\$12.60	\$143,854.20	\$17.32	\$197,742.44	\$45.00	\$513,765.00
	51	151	AGGREGATE FOR UNDERDRAINS	CYS	550	\$97.50	\$53,625.00	\$97.00	\$53,350.00	\$150.00	\$82,500.00
	52	152	PIPE TYPE 4 CIRCULAR 6 INCH	LFT	5628	\$9.75	\$54,873.00	\$20.60	\$115,936.80	\$30.00	\$168,840.00
	53	153	GEOTEXTILE FOR UNDERDRAINS	SYS	3855	\$6.75	\$26,021.25	\$3.95	\$15,227.25	\$5.00	\$19,275.00
	54	154	CASTING, ADJUST TO GRADE	EACH	9	\$511.00	\$4,599.00	\$823.15	\$7,408.35	\$1,800.00	\$16,200.00
	55	155	TOP SOIL	CYS	115	\$86.50	\$9,947.50	\$102.35	\$11,770.25	\$200.00	\$23,000.00
	56	156	CURB AND GUTTER, REMOVE	LFT	629	\$12.50	\$7,862.50	\$19.70	\$12,391.30	\$20.00	\$12,580.00
	57	157	SIDEWALK, CONCRETE, REMOVE	SYS	127	\$66.20	\$8,407.40	\$19.70	\$2,501.90	\$30.00	\$3,810.00
	58	158	SIDEWALK, CONCRETE	SYS	127	\$88.50	\$11,239.50	\$66.00	\$8,382.00	\$100.00	\$12,700.00
	59	159	CURB RAMP, CONCRETE	SYS	42	\$315.00	\$13,230.00	\$250.00	\$10,500.00	\$400.00	\$16,800.00
	60	160	CURB AND GUTTER, CONCRETE	LFT	73	\$46.50	\$3,394.50	\$65.45	\$4,777.85	\$80.00	\$5,840.00
	61	161	CURB AND GUTTER, CHAIRBACK CURB	LFT	510	\$56.00	\$28,560.00	\$48.65	\$24,811.50	\$80.00	\$40,800.00
	62	162	TRUNCATED DOMES, HOT DIPPED BLACK	SYS	18	\$331.00	\$5,958.00	\$320.00	\$5,760.00	\$500.00	\$9,000.00
	63	163	MULCHED SEEDING, TYPE U	SYS	307	\$12.50	\$3,837.50	\$6.50	\$1,995.50	\$50.00	\$15,350.00
	64	164	ASPHALT FOR TACK COAT	TON	18	\$56.00	\$1,008.00	\$0.01	\$0.18	\$1.00	\$18.00
Section 3 - FDR							\$999,426.75		\$1,282,275.00		\$0.00
	65	165	CONSTRUCTION ENGINEERING	LS	1	\$5,596.00	\$5,596.00	\$2,280.00	\$2,280.00		
	66	166	MOBILIZATION AND DEMOBILIZATION	LS	1	\$40,150.00	\$40,150.00	\$117,993.05	\$117,993.05		
	67	167	MILLING, ASPHALT, 4"	SYS	11417	\$2.25	\$25,688.25	\$4.38	\$50,006.46		
	68	168	MILLING, ASPHALT, 1.5"	SYS	6282	\$1.65	\$10,365.30	\$2.14	\$13,443.48		
	69	169	MILLING, SCARIFICATION of the FDR	SYS	11417	\$1.05	\$11,987.85	\$2.96	\$33,794.32		
	70	170	MONUMENT/SURVEY MARKER SET	EACH	3	\$339.00	\$1,017.00	\$1,385.00	\$4,155.00		
	71	171	FULL DEPTH RECLAMATION	SYS	11417	\$6.90	\$78,777.30	\$8.25	\$94,190.25		
	72	172	STABILIZING MATERIAL, PORTLAND CEMENT	TON	314	\$253.70	\$79,661.80	\$246.25	\$77,322.50		
	73	173	CORRECTIVE AGGREGATE, FDR	TON	628	\$37.90	\$23,801.20	\$19.12	\$12,007.36		
	74	174	SUBGRADE TREATMENT TYPE IC	SYS	1142	\$59.30	\$67,720.60	\$50.40	\$57,556.80		
	75	175	HMA, PATCHING, TYPE C	TON	502	\$139.15	\$69,853.30	\$273.60	\$137,347.20		
	76	176	HMA, BASE REPAIR, TYPE C	TON	50	\$141.75	\$7,087.50	\$320.60	\$16,030.00		
	77	177	HMA WEDGE AND LEVEL, TYPE C	TON	50	\$112.00	\$5,600.00	\$190.00	\$9,500.00		
	78	178	HMA BINDER 19MM, 2.5" TYPE C	TON	1570	\$78.50	\$123,245.00	\$88.45	\$138,866.50		
	79	179	HMA SURFACE 9.5mm, 1.5" TYPE C	TON	1460	\$88.50	\$129,210.00	\$101.00	\$147,460.00		
	80	180	HMA FOR APPROACHES, TYPE C	TON	31	\$138.50	\$4,293.50	\$128.35	\$3,978.85		
	81	181	CONSTRUCTION SIGN, A	EACH	7	\$427.00	\$2,989.00	\$427.00	\$2,989.00		
	82	182	TYPE III BARRICADE	EACH	10	\$348.00	\$3,480.00	\$348.00	\$3,480.00		
	83	183	DETOUR ROUTE MARKER	EACH	6	\$310.00	\$1,860.00	\$309.00	\$1,854.00		
	84	184	MAINTAINING TRAFFIC	LS	1	\$25,750.00	\$25,750.00	\$54,060.00	\$54,060.00		
	85	185	TEMPORARY ACCESS FOR DRIVEWAYS	EACH	20	\$2,080.00	\$41,600.00	\$1,120.00	\$22,400.00		
	86	186	SNOW PLOWABLE RAISED PAVEMENT MARKER, BLUE, WHITE, YELLOW	EACH	10	\$150.00	\$1,500.00	\$103.50	\$1,035.00		
	87	187	TRANSVERSE MARKING, THERMO, STOP LINE, 24"	LFT	99	\$14.00	\$1,386.00	\$13.72	\$1,358.28		
	88	188	PAVEMENT MESSAGE MARKING, THERMO, LANE INDICATION ARROW	EACH	2	\$308.00	\$616.00	\$301.00	\$602.00		
	89	189	PAVEMENT MESSAGE MARKING, THERMO, WORD (ONLY)	EACH	2	\$400.00	\$800.00	\$389.00	\$778.00		
	90	190	TRANSVERSE MARKING, THERMO, SOLID, CROSSWALK, WHITE, 24"	LFT	202	\$14.00	\$2,828.00	\$13.72	\$2,771.44		
	92	192	AGGREGATE FOR UNDERDRAINS	CYS	550	\$97.50	\$53,625.00	\$97.00	\$53,350.00		
	93	193	PIPE TYPE 4 CIRCULAR 6 INCH	LFT	5628	\$9.75	\$54,873.00	\$20.60	\$115,936.80		
	94	194	GEOTEXTILE FOR UNDERDRAINS	SYS	3855	\$6.75	\$26,021.25	\$3.95	\$15,227.25		
	95	195	CASTING, ADJUST TO GRADE	EACH	9	\$511.00	\$4,599.00	\$826.00	\$7,434.00		
	96	196	TOP SOIL	CYS	115	\$86.50	\$9,947.50	\$102.35	\$11,770.25		
	97	197	CURB AND GUTTER, REMOVE	LFT	629	\$12.50	\$7,862.50	\$19.78	\$12,441.62		
	98	198	SIDEWALK, CONCRETE, REMOVE	SYS	127	\$66.20	\$8,407.40	\$19.78	\$2,512.06		
	99	199	SIDEWALK, CONCRETE	SYS	127	\$88.50	\$11,239.50	\$66.20	\$8,407.40		
	100	1000	CURB RAMP, CONCRETE	SYS	42	\$315.00	\$13,230.00	\$250.00	\$10,500.00		
	101	1001	CURB AND GUTTER, CONCRETE	LFT	73	\$46.50	\$3,394.50	\$65.65	\$4,792.45		

	102	1002	CURB AND GUTTER, CHAIRBACK CURB	LFT	510	\$56.00	\$28,560.00	\$48.80	\$24,888.00		
	103	1003	TRUNCATED DOMES, HOT DIPPED BLACK	SYS	18	\$331.00	\$5,958.00	\$320.00	\$5,760.00		
	104	1004	MULCHED SEEDING, TYPE U	SYS	307	\$12.50	\$3,837.50	\$6.50	\$1,995.50		
	105	1005	ASPHALT FOR TACK COAT	TON	18	\$56.00	\$1,008.00	\$0.01	\$0.18		
Section 1 & 2 Combined Total							\$1,744,568.75		\$2,070,335.00		\$4,050,900.00
Section 1 & 3 Combined Total							\$1,552,500.85		\$1,991,395.00		N/A

PART 4
CONTRACT DOCUMENTS AND ADDENDA

Instructions to Bidders:

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

4.2 The Bidder acknowledges receipt of the following addenda:

<u>ADDENDUM NUMBER</u>	<u>DATE</u>
01	7/18/23
02	7/20/2023

PART 5
EXCEPTIONS

Instructions To Bidders:

5.1 The Bidder shall fully state each exception taken to the Specifications or other Contract Documents in Section 5.3 of this Part.

5.2 Bidder is cautioned that any exception taken by Bidder and deemed by Owner to be a material qualification or variance from the terms of the Contract Documents may result in this Bid being rejected as non-responsive.

5.3 Exceptions, if any:

N/A

PART 6
FINANCIAL STATEMENT

- 6.1 Attachment of Bidder's Indiana Revised Financial Form 96/financial statement is mandatory. Any Bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to Owner must be specific enough in detail so that Owner can make a proper determination of the Bidder's capability for completing the Work if awarded. Information on Bidder's company and financial statement shall be consistent with the information requested on the State Board of Accounts Forms No. 96 and No. 102 (Contractor's Bid for Public Work).

PART 7
ADDITIONAL DECLARATIONS

- 7.1 Bidder certifies for itself and all its subcontractors compliance with all existing laws of the United States and the State of Indiana prohibiting the discrimination against any employee or applicant for employment or subcontract work in the performance of the Work contemplated by the Agreement with respect to hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment or subcontracting because of race, religion, color, sex, handicap, national origin, ancestry, age, disabled veteran status or Vietnam era veteran status. The City of Fishers reserves the right to collect a penalty as provided in IC §5-16-6-1 for any person discriminated against.
- 7.2 The steel products furnished for this Project shall conform to the following Indiana Code Definitions and Agreement provisions:

I.C. § 5-16-8-1 Definitions:

“Steel products” means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

“United States” means the United States of America and includes all territory, continental or insular, subject to the jurisdiction of the United States.

I.C. § 5-16-8-2 Public agency contract provisions; rules for determining reasonable pricing:

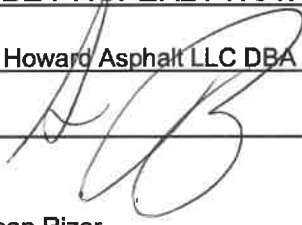
Sec. 2(a) Each public agency shall require that every contract for the construction, alteration, repair, improvement or maintenance of public works contain a provision that, if any steel products are to be used or supplied in the performance of the contract or subcontract, only steel products as defined by this chapter shall be used or supplied in the performance of the contract or any of the subcontractors unless the head of the public agency determines, in writing, that the cost of steel products is deemed to be unreasonable.

- 7.3 The Bidder certifies that he/she has thoroughly examined the site of the Project/Work and informed himself/herself fully regarding all conditions under which he/she will be obligated to operate and that in any way affect the Work, and knows, understands and accepts the existing conditions. The Bidder further certifies that he/she has thoroughly reviewed the Contract Documents, including all Addenda, and has had the opportunity to ask questions and obtain interpretations or clarifications concerning Contract Documents.

**PART 8
SIGNATURES**

*[Signature by or on behalf of the Bidder in the spaces provided below shall constitute execution of each and every Part of this Itemized Proposal and Declarations Document.
SIGNATURE MUST BE PROPERLY NOTARIZED.]*

Bidders Name: Howard Asphalt LLC DBA Howard Companies

Written
Signature: 

Printed Name: Sean Rizer

Title: CFO

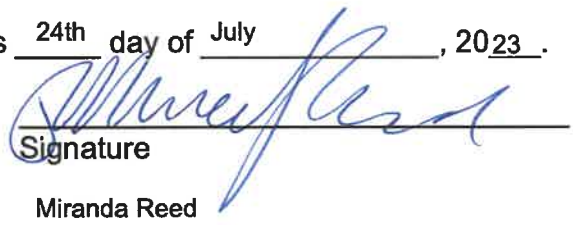
Important - Notary Signature and Seal Required in the Space Below

STATE OF Indiana)
COUNTY OF Marion) SS:

Subscribed and sworn to before me this 24th day of July, 2023.

My commission expires: 05/15/2030

Residing in Morgan County, State
of Indiana


Signature

Miranda Reed

Printed





10401 N. Meridian Street, Suite #300
Carmel, IN 46290
Phone: (317) 844-7759
Fax: 317-844-9910

July 18, 2023

Ms. Miranda Reed
Howard Asphalt, LLC d/b/a Howard Companies
2916 Kentucky Avenue
Indianapolis, IN 46221

Re:	Type of Bond:	Bid Bond
	Obligee:	City of Fishers
	Description:	Barrett 23-1 Contract
	Bond Amount:	10%

Dear Miranda,

We are pleased to enclose the bond you requested. The bond issued was based upon the information you provided. We suggest you check all the documents enclosed, including the Power of Attorney, signatures, dates, amounts, description, and any other attachments. Please verify that the bond form attached is the form required and be sure to execute the bond with the proper signature and seal.

Thank you and please call me should you have any questions.

Sincerely,

AssuredPartners

A handwritten signature in blue ink that reads 'Josephine G. McKinley'.

Josephine G. McKinley

Enclosures

BID BOND
City of Fishers

Instructions To Bidders:

Bidders may use this form or other form containing the same material conditions and provisions as approved in advance by Owner.

Bidder/Surety must attach a signed, certified and effective dated copy of the Power of Attorney or Attorney-in-Fact establishing the authority of the person(s) signing this Bid Bond on behalf of the Surety.

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.

BIDDER / CONTRACTOR **(Name and Address):**
Howard Asphalt, LLC d/b/a Howard Companies
2916 Kentucky Avenue, Indianapolis, IN 46221

SURETY **(Name and Address of Principal Place of Business):**
Continental Casualty Company
151 N. Franklin Street, Chicago, IL 60606

OWNER **City of Fishers**
One Municipal Drive
Fishers, Indiana 46038

BID

Bid Due Date: July 24, 2023

Project Description ("Project"): Barrett 23-1 Contract

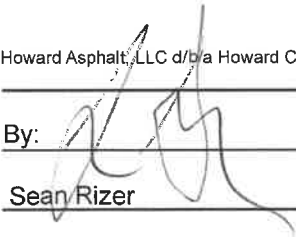
BOND

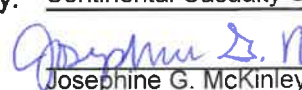
Bond Number: Bid Bond

Date: (Not earlier than Bid due date): July 24, 2023

Penal Sum (10% of Bid Proposal): _____ \$ _____

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

"Contractor"
Company: Howard Asphalt, LLC d/b/a Howard Companies
Signature: By: 
Printed: Sean Rizer
Title: Chief Financial Officer

"Surety"
Company: Continental Casualty Company
By: 
Printed: Josephine G. McKinley
Attorney-in-Fact
Counter-signed: N/A



The above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder. Surety is held and firmly bound unto Owner in the full and just sum equal to ten percent (10%) of the price stated in the Bid Proposal, including accepted alternates, if any, to be paid upon demand of the Owner, plus interest at the maximum legal rate from date of demand and any attorney fees and court costs incurred by Owner to enforce this Bid Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement, Performance, Payment and Maintenance Bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement, Performance, Payment and Maintenance Bonds and other documentation required by the Bidding Documents to be delivered prior to commence work, or
 - 3.2 All Bids are rejected by Owner, or
4. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety.
6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in Hamilton County, Indiana.
7. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
8. This Bond is intended to conform to all applicable statutory requirements of Ind. Code §36-1-12-4.5. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
9. The Surety, for value received, hereby stipulates and agrees that the obligations of the Surety and its Bid Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid Proposal; and said Surety does hereby waive notice of any such extension.

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

Josephine G. McKinley , Individually

of Indianapolis, 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 -

Surety Bond No.: Bid Bond

Principal: Howard Asphalt, LLC d/b/a Howard Companies

Obligee: City of Fishers

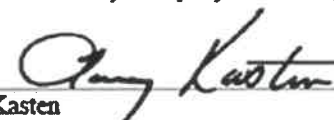
and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed on the reverse hereof, 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 9th day of May, 2023.

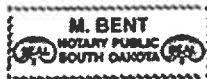


Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania


Larry Kasten Vice President

State of South Dakota, County of Minnehaha, ss:

On this 9th day of May, 2023, 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 March 2, 2026

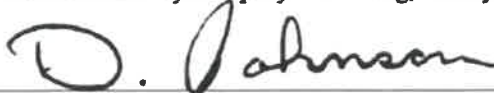

M. Bent Notary Public

CERTIFICATE

I, D. Johnson, 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 on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 24th day of July, 2023.



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


D. Johnson Assistant Secretary

Form F6853-4-2023

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

Authorizing By-Laws and Resolutions

This Power of Attorney is signed by Larry Kasten, Vice President of each of the CNA Companies (as defined in the Power of Attorney), who has been authorized pursuant to the below Bylaws and Resolutions to execute power of attorneys on behalf of each of the CNA Companies.

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

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 the Company 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 and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company 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 the Company 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."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

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 the Company by unanimous written consent dated May 10, 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."

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ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

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 the Company by unanimous written consent dated May 10, 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 and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company 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

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DATE: July 24, 2023

TO: City of Fishers

RE: CONTRACTOR: Howard Asphalt, LLC d/b/a Howard Companies

BID DATE: July 24, 2023

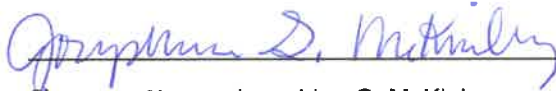
PROJECT: Barrett 23-1 Contract

The purpose of this letter is to advise that should the captioned contractor be the successful bidder, and enter into a contract for the described work, Continental Casualty Company will provide appropriate Performance and Payment Bonds, subject to the terms and conditions of the bid of Howard Asphalt, LLC d/b/a Howard Companies.

SURETY COMPANY

Continental Casualty Company

By:



Signature Name Josephine G. McKinley

Attorney-in-Fact



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

Josephine G. McKinley , Individually

of Indianapolis, 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 -

Surety Bond No.:

Principal: Howard Asphalt, LLC d/b/a Howard Companies

Obligee: City of Fishers

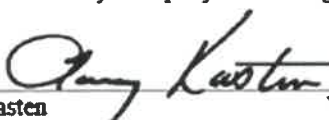
and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed on the reverse hereof, 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 9th day of May, 2023.

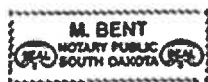


Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania


Larry Kasten Vice President

State of South Dakota, County of Minnehaha, ss:

On this 9th day of May, 2023, 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 March 2, 2026

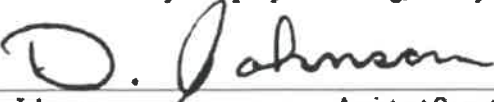

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CERTIFICATE

I, D. Johnson, 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 on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 24th day of July, 2023.



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


D. Johnson Assistant Secretary

Form F6853-4-2023

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

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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 the Company by unanimous written consent dated the 25th day of April, 2012:

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PART 9
POST BID SUBMITTAL

MANUFACTURERS LIST

Instructions To Bidders:

The Bidder shall enter, in the spaces provided below, the name of the manufacturer of equipment that the Bidder proposes to furnish for each item of equipment listed in the Manufacturers List, which follows. The Bidder shall enter the name of only one manufacturer for each listed equipment item. Failure to enter a manufacturer's name for each listed equipment item may render the Bid non-responsive if it is determined that such omission is material by affording the Bidder a substantial advantage over other Bidders.

Upon award of a contract, each listed equipment item shall be furnished by the named manufacturer, unless changes are specifically authorized. Equipment substitutions will be permitted only with the Owner's prior consent.

Preliminary acceptance of equipment listed by the manufacturer's name shall not in any way constitute a waiver of the Drawing and Specification requirements covering such equipment. Acceptance will be based on full conformity with the Drawings and Specifications covering the equipment.

Equipment Item (Contract Items)

Manufacturer

**** see attached equipment and financials ****



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)

Prescribed by State Board of Accounts

PART I

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

Date (month, day, year): 7/24/2023

1. Governmental Unit (Owner): City of Fishers, Indiana

2. County : Hamilton

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

Address: 2916 S. Kentucky Ave

City/State/ZIPcode: Indianapolis, IN 46221

4. Telephone Number: 317-849-9666

5. Agent of Bidder (if applicable): Josh Dillon, Tushar Mathur

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of Barrett 23-1 Contract

(Governmental Unit) in accordance with plans and specifications prepared by City of Fishers IN

_____ and dated 7/6/2023 for the sum of

One Million Seven Hundred Forty -Four Thousand Five Hundred _____ \$ 1,744,568.75 (BASE BID)

Sixty - Eight DOLLARS & .75/100 CENTS

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

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

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

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS

(If applicable)

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



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)

Prescribed by State Board of Accounts

PART I

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

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(Governmental Unit) in accordance with plans and specifications prepared by City of Fishers IN

_____ and dated 7/6/2023 for the sum of
Two Million Seven Hundred Forty Three Thousand Nine Hundred Ninety Five DOLLARS & .65/100 CENTS \$ 2,743,995.50 Base Bid + Alt Option 3

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

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ACCEPTANCE

The above bid is accepted this 24th day of July, 2023, subject to the following conditions: _____

Contracting Authority Members:

_____	_____
_____	_____
_____	_____

PART II

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

Governmental Unit: City of Fishers, Indiana

Bidder (Firm) Howard Asphalt LLC DBA Howard Companies

Date (month, day, year): 7/24/2023

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

SECTION I EXPERIENCE QUESTIONNAIRE

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

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
2,460,309.00	Paving	2022	City of Fishers
3,138,464.00	Paving	2022	Department of Public Works - City of Indianapolis
1,968,448.00	Paving	2022	Johnson County
1,160,784.00	Paving	2022	Zionsville Community Schools

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

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
6,163,385.00	Paving/Pipe	2023	Department of Public Works - City of Indianapolis
2,170,095.51	Paving	2023	City of Fishers
851,036.00	Paving	2023	City of Lebanon
895,565.00	Paving	2023	Town of Bargersville

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

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

See Attached Sheet

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

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

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

(2) asphalt plants, over (60) Tri-axle dump trucks, (5) paving crews, (4) milling crews with both 7' and 4'

self-loading cold milling machine, (4) Concrete crews as well as striping, signage, and sealcoating crews.

Once awarded the project, Howard Companies will assign a project manager and superintendent to oversee construction

superintendent to oversee construction and maintain schedules. we will assemble a construction schedule that will meet deadlines.

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

See Attached Sheet

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

None

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

See Attached Sheet

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

Howard Companies will supply all materials for the project.

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

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

SECTION IV CONTRACTOR'S NON – COLLUSION AFFIDAVIT

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

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

SECTION V OATH AND AFFIRMATION

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

Dated at Indianapolis this 24th day of July, 2023
Howard Companies
(Name of Organization)
By [Signature]
Chief Financial Officer
(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Indiana)
COUNTY OF Marion) ss

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

Subscribed and sworn to before me this 24th day of July, 2023.

[Signature]
Notary Public

My Commission Expires: 5/15/2030

County of Residence: Morgan



BID OF

Howard Companies

(Contractor)

2916 S Kentucky Ave

(Address)

Indianapolis, IN 46221

FOR

PUBLIC WORKS PROJECTS

OF

Barrett 23-1 Contract

Filed July, 2023

Action taken _____

CITY OF FISHERS, INDIANA

APPENDIX D

E-VERIFY AFFIDAVIT

Pursuant to Ind. Code 22-5-1.7-11, the Contractor entering into the Agreement with the City of Fishers is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify Program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify Program if the E-Verify Program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ and unauthorized alien. The undersigned further affirms that, prior to entering into its Agreement with the City of Fishers, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify Program.

(Contractor): Howard Asphalt LLC/DBA Howard Companies

By (Written Signature) _____

(Printed Name): Sean Rizer

(Title): CFO

Important – Notary Signature and Seal Required in the Space Below

STATE OF Indiana

SS: NP0741209

COUNTY OF Marion



Subscribed and sworn to before me this 24th day of July, 2023

My commission expires: 05/15/2030

(Signed):

Residing in Morgan County, State Indiana

1986133/15982-10

CITY OF FISHERS, INDIANA
APPENDIX E
Contractor's Itemized Bid Proposal

PART 8
SIGNATURES

[Signature by or on behalf of the Bidder in the spaces provided below shall constitute execution of each and every Part of this Itemized Proposal and Declarations Document. SIGNATURE MUST BE PROPERLY NOTARIZED.]

Bidders Name: Howard Asphalt LLC DBA Howard Companies

Written
Signature:

Printed Name: Sean Rizer

Title: CFO

Important - Notary Signature and Seal Required in the Space Below

STATE OF Indiana)

COUNTY OF Marion)

SS: NP0741209

Subscribed and sworn to before me this 24th day of July, 2023.

My commission expires: 05/15/2030

Residing in Morgan County, State
of Indiana

Miranda Reed
Signature

Miranda Reed

Printed

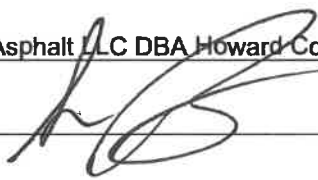


DOCUMENT 00 53 60 – AFFIDAVIT REGARDING CONTRACTOR DOING BUSINESS
WITH THE GOVERNMENT OF IRAN

Pursuant to Indiana Code 5-22-16.5, the Contractor entering into a Contract with the Owner is required to certify they are not engaged in business with the Government of Iran, as defined in IC 5-22-16.5.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor is not disqualified because of the requirement of IC 5-22-16.5.

(Contractor): Howard Asphalt LLC DBA Howard Companies

By (Written Signature): 

(Printed Name): Sean Rizer

(Title): CFO

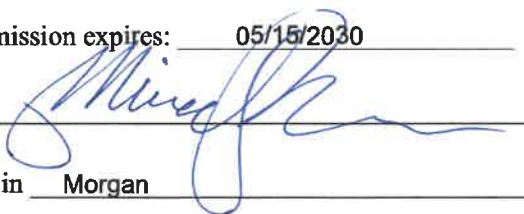
Important – Notary Signature and Seal Required in the Space Below

STATE OF Indiana

COUNTY OF Marion

Subscribed and sworn to before me this 24th day of July,
20 23

My commission expires: 05/15/2030

(Signed) 

Residing in Morgan County,

State of Indiana



IRAN BUSINESS AFFIDAVIT
C414 - 1

CITY OF FISHERS, INDIANA

APPENDIX D

E-VERIFY AFFIDAVIT

Pursuant to Ind. Code 22-5-1.7-11, the Contractor entering into the Agreement with the City of Fishers is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify Program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify Program if the E-Verify Program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ and unauthorized alien. The undersigned further affirms that, prior to entering into its Agreement with the City of Fishers, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify Program.

(Contractor): Howard Asphalt LLC DBA Howard Companies

By (Written Signature) _____

(Printed Name): Sean Rizer

(Title): CFO

Important – Notary Signature and Seal Required in the Space Below

STATE OF Indiana

SS: NP0741209

COUNTY OF Marion

Subscribed and sworn to before me this 24th day of July, 2023

My commission expires: 05/15/2030

(Signed): _____

Residing in Morgan County, State Indiana

1986133/15982-10





Parkside Dr, Publishers Dr, and Enterprise Dr

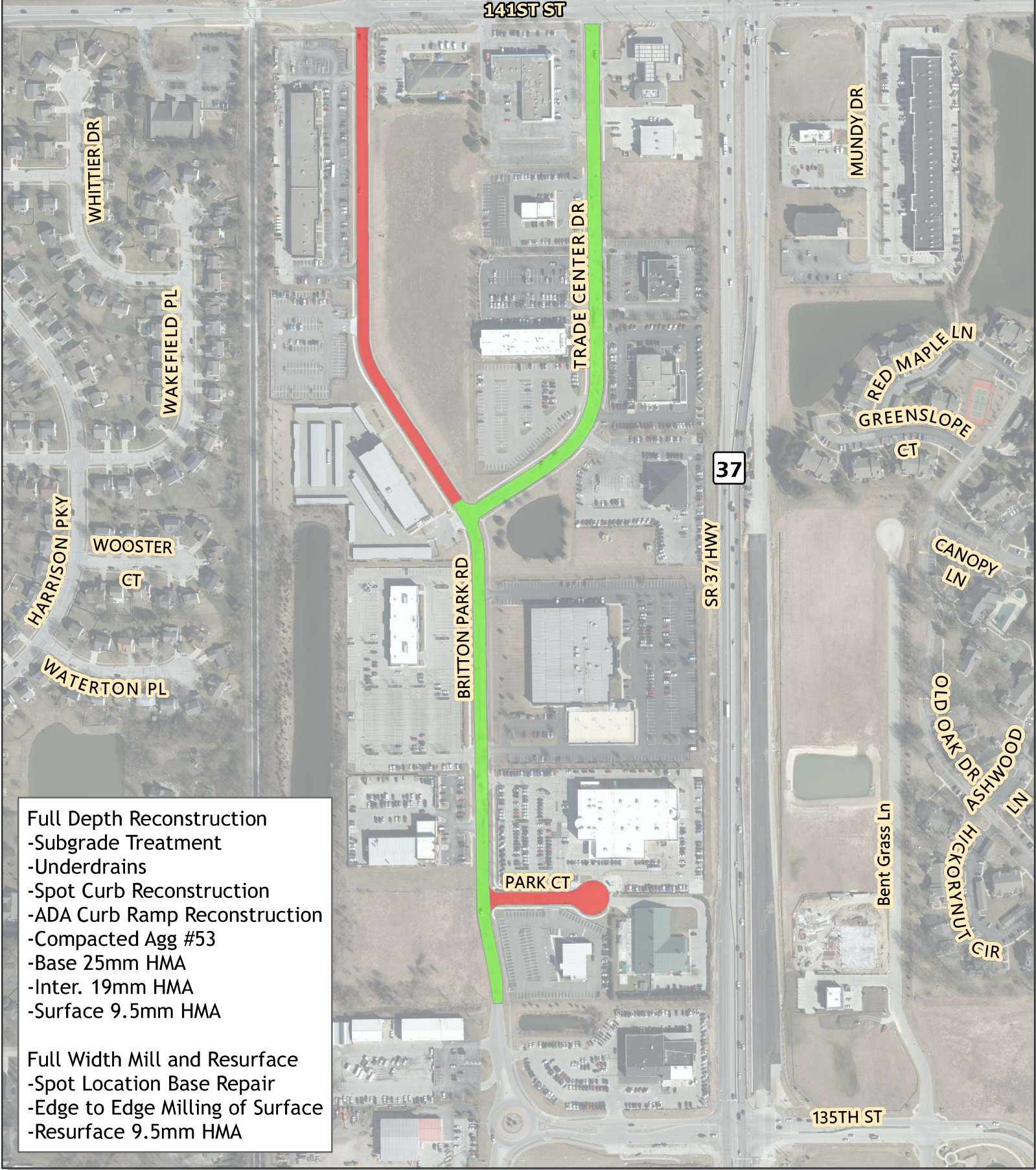


0 125 250 500
Feet



Legend

■ Roadway Rehabilitation



- Full Depth Reconstruction
- Subgrade Treatment
 - Underdrains
 - Spot Curb Reconstruction
 - ADA Curb Ramp Reconstruction
 - Compacted Agg #53
 - Base 25mm HMA
 - Inter. 19mm HMA
 - Surface 9.5mm HMA

- Full Width Mill and Resurface
- Spot Location Base Repair
 - Edge to Edge Milling of Surface
 - Resurface 9.5mm HMA

**Britton Park Rd, Trade Center Dr,
and Park Ct**

- Legend**
- Full Depth Reconstruction
 - Full Width Mill & Resurface





Board Action Form

MEETING DATE	September 26 2023			
TITLE	Request for Bid Award of Barrett Law 23-1 Contract			
SUBMITTED BY	Name & Title: Rich Bassett, Asset Manager Department: Engineering			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☐ Resolution	☒ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading ☐ Final Reading
	Ordinance #:		Resolution #: R092623B	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☒ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☐ No contract for this item	
	☒ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☒ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – Name of Reviewer: Lindsey M. Bennett	
BACKGROUND (Includes description, background, and justification)	Barrett Law 23-1 Contract was advertised to receive the lowest bids for road reconstruction of the private roadways of Trade Center Drive and part of Britton Park Drive, as well as road resurfacing of Britton Park Drive, Park East Court, Parkside Drive, Publishers Drive, and Enterprise Drive. Underdrains will be installed on the reconstructed portions of Trade Center Drive and Britton Park Drive. An Alternate bid for FDR (Full Depth Reclamation) instead of reconstruction was requested for Trade Center Drive and Britton Park Drive but was rejected. Request for Bids was advertised with bids opened on July 24th, 2023. Three bidders submitted on this project and the lowest and most responsive bid was from Howard Companies in the combined amount of \$1,744,568.75	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$1,744,568.75
	Expenditure \$:	\$1,744,568.75
	Source of Funds:	Bond \$1,744,568.75
	Additional Appropriation #:	
	Narrative:	This project is being completed utilizing Barrett Law. The owners of these private roads have agreed they will dedicate these roads to the City upon completion of the project.
OPTIONS (Include Deny Approval Option)	1.	Approve the request
	2.	Deny
	3.	Take no action
	4.	
PROJECT TIMELINE	Notice to Proceed will be issued once the contract is signed and a pre construction meeting is scheduled. Anticipated start date is October 2 nd , 2023.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommend approval.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Exhibit A (Project Description and Overview) 3. Exhibit B (Bid Proposal) 4. Exhibit C (Agreement)	

RESOLUTION NO. R092623B

**A RESOLUTION OF THE CITY OF FISHERS BOARD
OF PUBLIC WORKS & SAFETY AWARDING
BARRETT 23-1 CONTRACT**

WHEREAS, the City of Fishers, Hamilton County, Indiana (“Fishers”) desires the reconstruction of Trade Center Drive and part of Britton Park Drive, as well as road resurfacing of Britton Park Drive, Park East Court, Parkside Drive, Publishers Drive, and Enterprise Drive. Underdrains will be installed on the reconstructed portions of Trade Center Drive and Britton Park Drive. (“Project”), all as more specifically described in the bid specifications, which are attached hereto and incorporated herein as Exhibit A.

WHEREAS, Fishers bid the Project in accordance with Ind. Code § 36-1-12-4, and received bid responses, which are attached hereto and incorporated herein as Exhibit B; and

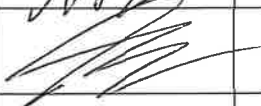
WHEREAS, Fishers now desires to award the bid to the lowest responsible and responsive bidder and enter into an agreement for the Project (“Agreement”), which is attached hereto and incorporated herein as Exhibit C.

NOW, THEREFORE, be it resolved by the Board of Public Works & Safety of the City of Fishers, Hamilton County, Indiana meeting in regular session as follows:

- Section 1.** The Board hereby awards the bid for the Project to Howard Companies, Inc., which is more particularly described in Exhibit B, attached hereto and incorporated herein.
- Section 2.** The Board hereby approves the Agreement in substantially similar form as Exhibit C, attached hereto and incorporated herein.
- Section 3.** The Board hereby designates the Mayor or his designee to execute the bid, the Agreement, and any and all documents necessary to effectuate their intent.
- Section 4.** This Resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

SO RESOLVED by this City of Fishers Board of Public Works & Safety this 26th day of September 2023.

**BOARD OF PUBLIC WORKS &
SAFETY, CITY OF FISHERS
HAMILTON COUNTY, INDIANA**

YAY		NAY	ABSTAIN
	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Jason Meyer, Member		

ATTEST:  DATE: 9/26/23
Board Clerk

This instrument prepared by: Lindsey M. Bennett, City Attorney, City of Fishers, Hamilton County, Indiana, One Municipal Drive, Fishers, Indiana, 46038

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law." /s/ Lindsey M. Bennett



Parkside Dr, Publishers Dr, and Enterprise Dr

Legend

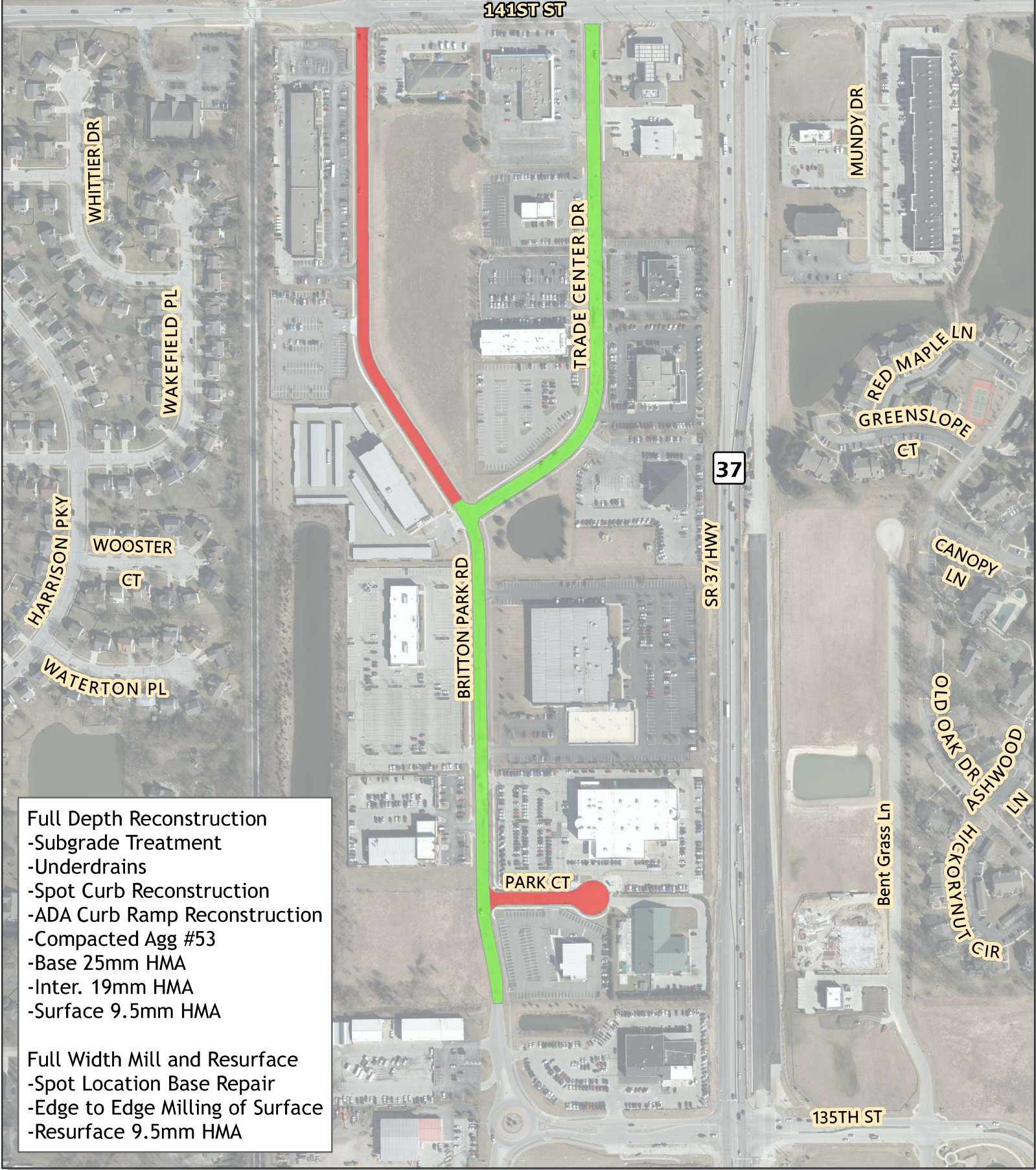
— Roadway Rehabilitation

Set 1 of 1

Exhibit



Page 1 of 162



- Full Depth Reconstruction
- Subgrade Treatment
 - Underdrains
 - Spot Curb Reconstruction
 - ADA Curb Ramp Reconstruction
 - Compacted Agg #53
 - Base 25mm HMA
 - Inter. 19mm HMA
 - Surface 9.5mm HMA

- Full Width Mill and Resurface
- Spot Location Base Repair
 - Edge to Edge Milling of Surface
 - Resurface 9.5mm HMA

**Britton Park Rd, Trade Center Dr,
and Park Ct**

- Legend**
- Full Depth Reconstruction
 - Full Width Mill & Resurface



City of Fishers
BIDDER'S ITEMIZED PROPOSAL
AND DECLARATIONS

Instructions To Bidders:

This form shall be utilized by all Bidders. Except as otherwise specifically provided, all Parts shall be fully and accurately filled in and completed and notarized.

Project: Barrett 23-1 Contract

Proposal For: Howard Asphalt LLC DBA Howard Companies
2916 Kentucky Ave
Indianapolis, IN 46221

Date: 7/24/2023

To: **City of Fishers**
 One Municipal Drive
 Fishers, Indiana 46038

A. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into the Agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Time indicated in the Agreement and in accordance with the other terms and conditions of the Contract Documents.

B. Bidder accepts all of the terms and conditions of the Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. Bidder will sign and submit the Agreement with the required Performance and Payment Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of Owner's Notice of Award.

C. Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.

D. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance, or furnishing of the Work.

E. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Special Conditions, if any, as provided in the General Conditions. Bidder accepts the determination set forth in the General Conditions of the extent of the "technical data" contained in such reports and drawings upon which Bidder is entitled to rely as provided in the General Conditions. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and program incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with times, price and other terms and conditions of the Contract Documents.

F. Bidder is aware of the general nature of the Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

G. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

H. Bidder has given Owner written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by Owner is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

I. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

PART 1
BIDDER INFORMATION
(Print)

1.1 Bidder Name: Howard Asphalt LLC DBA Howard Companies

1.2 Bidder Address: 2916 Kentucky Ave

City: Indianapolis State: IN Zip: 46221

tmathur@howardcompanies.com

Phone: 317-849-9666 Fax: 317-570-4317 Email: jdillon@howardcompanies.com

1.3 Bidder is a/an [mark one]

 Individual Partnership Indiana Corporation

Foreign (out of state) Corporation; State

 Joint Venture ** Limited Liability Company** Other

1.4 [The following must be answered if the Bidder or any of its partners or joint venture parties is a foreign corporation. Note: To do business in or with the City of Fishers, Indiana, foreign corporations must register with the Secretary of the State of Indiana as required by the Indiana General Corporation Act as stated therein and expressed in the Attorney General's Opinion #2, dated January 23, 1958.]

1 Corporation Name: _____

.2 Address: _____

.3 Date registered with State of Indiana: _____

.4 Indiana Registered Agent:

Name: _____

Address: _____

PART 3
CONTRACT ITEMS AND UNIT PRICES

*[This Part to be used only for Bidding on
Unit Price Contracts for the Contract Items shown]*

Road Rehabilitation, Contract Barrett 23-1 (#8581828)

Owner: City of Fishers

Solicitor: City of Fishers

07/24/2023 11:00 AM EDT

						Howard Companies		Rieth-Riley		Morphey Construction	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Section 1 - Barrett East							\$553,074.10		\$709,120.00		\$1,217,500.00
	1	101	CONSTRUCTION ENGINEERING	LS	1	\$3,701.00	\$3,701.00	\$2,280.00	\$2,280.00	\$18,000.00	\$18,000.00
	2	102	MOBILIZATION AND DEMOBILIZATION	LS	1	\$14,710.00	\$14,710.00	\$41,644.81	\$41,644.81	\$61,250.00	\$61,250.00
	3	103	MILLING, ASPHALT, 3"	SYS	19233	\$1.70	\$32,696.10	\$2.86	\$55,006.38	\$4.50	\$86,548.50
	4	104	MONUMENT/SURVEY MARKER SET	EACH	2	\$339.00	\$678.00	\$1,265.00	\$2,530.00	\$1,500.00	\$3,000.00
	5	105	HMA, BASE REPAIR, TYPE C	TON	625	\$141.75	\$88,593.75	\$216.30	\$135,187.50	\$480.00	\$300,000.00
	6	106	HMA INTERMEDIATE 19mm ,2.0" TYPE C	TON	2116	\$75.00	\$158,700.00	\$84.80	\$179,436.80	\$110.00	\$232,760.00
	7	107	HMA SURFACE 9.5MM, 1.5" TYPE C	TON	1589	\$88.00	\$139,832.00	\$98.25	\$156,119.25	\$98.00	\$155,722.00
	8	108	HMA FOR APPROACHES, TYPE C	TON	20	\$142.70	\$2,854.00	\$148.05	\$2,961.00	\$500.00	\$10,000.00
	9	109	CONSTRUCTION SIGN, A	EACH	8	\$427.00	\$3,416.00	\$427.00	\$3,416.00	\$150.00	\$1,200.00
	10	110	MAINTAINING TRAFFIC	LS	1	\$13,320.00	\$13,320.00	\$36,000.00	\$36,000.00	\$135,780.50	\$135,780.50
	11	111	SNOW PLOWABLE RAISED PAVEMENT MARKER, BLUE, WHITE, YELLOW	EACH	10	\$150.00	\$1,500.00	\$103.50	\$1,035.00	\$150.00	\$1,500.00
	12	112	TRANSVERSE MARKING, THERMO, STOP LINE, 24"	LFT	66	\$14.00	\$924.00	\$13.72	\$905.52	\$15.00	\$990.00
	13	113	PAVEMENT MESSAGE MARKING, THERMO, LANE INDICATION ARROW	EACH	3	\$307.00	\$921.00	\$301.00	\$903.00	\$250.00	\$750.00
	14	114	PAVEMENT MESSAGE MARKING, THERMO, WORD (ONLY)	EACH	3	\$400.00	\$1,200.00	\$389.00	\$1,167.00	\$350.00	\$1,050.00
	15	115	TRANSVERSE MARKING, THERMO, SOLID, CROSSWALK, WHITE, 24"	LFT	222	\$14.00	\$3,108.00	\$13.72	\$3,045.84	\$15.00	\$3,330.00
	16	116	CASTING, ADJUST TO GRADE	EACH	8	\$511.00	\$4,088.00	\$792.00	\$6,336.00	\$1,250.00	\$10,000.00
	17	117	CURB AND GUTTER, REMOVE	LFT	698	\$12.50	\$8,725.00	\$17.90	\$12,494.20	\$70.00	\$48,860.00
	18	118	SIDEWALK, CONCRETE, REMOVE	SYS	60	\$66.20	\$3,972.00	\$17.65	\$1,059.00	\$90.00	\$5,400.00
	19	119	SIDEWALK, CONCRETE	SYS	60	\$88.50	\$5,310.00	\$60.60	\$3,636.00	\$200.00	\$12,000.00
	20	120	CURB RAMP, CONCRETE	SYS	21	\$315.00	\$6,615.00	\$288.50	\$6,058.50	\$600.00	\$12,600.00
	21	121	CURB AND GUTTER, CONCRETE	LFT	267	\$46.50	\$12,415.50	\$47.70	\$12,735.90	\$120.00	\$32,040.00
	22	122	CURB AND GUTTER, CHAIRBACK CURB	LFT	434	\$56.00	\$24,304.00	\$57.60	\$24,998.40	\$120.00	\$52,080.00
	23	123	TRUNCATED DOMES, HOT DIPPED BLACK	SYS	11	\$331.00	\$3,641.00	\$305.00	\$3,355.00	\$500.00	\$5,500.00
	24	124	SAW CUT FOR ROADWAY LOOP AND SEALANT	LFT	225	\$25.75	\$5,793.75	\$25.00	\$5,625.00	\$25.00	\$5,625.00
	25	125	SIGNAL CABLE, ROADWAY LOOP, COPPER,1C/14GA	LFT	700	\$4.00	\$2,800.00	\$3.80	\$2,660.00	\$5.00	\$3,500.00
	26	126	DETECTOR HOUSING	EACH	2	\$3,200.00	\$6,400.00	\$3,356.88	\$6,713.76	\$4,000.00	\$8,000.00
	27	127	MULCHED SEEDING, TYPE U	SYS	200	\$10.50	\$2,100.00	\$9.05	\$1,810.00	\$50.00	\$10,000.00
	28	128	ASPHALT FOR TACK COAT	TON	14	\$54.00	\$756.00	\$0.01	\$0.14	\$1.00	\$14.00
Section 2 - Barrett West							\$1,191,494.65		\$1,361,215.00		\$2,833,400.00
	29	129	CONSTRUCTION ENGINEERING	LS	1	\$5,596.00	\$5,596.00	\$2,280.00	\$2,280.00	\$30,000.00	\$30,000.00
	30	130	MOBILIZATION AND DEMOBILIZATION	LS	1	\$42,868.00	\$42,868.00	\$83,129.60	\$83,129.60	\$141,750.00	\$141,750.00
	31	131	MILLING, ASPHALT, 1.5"	SYS	6282	\$1.65	\$10,365.30	\$2.18	\$13,694.76	\$4.00	\$25,128.00
	32	132	MONUMENT/SURVEY MARKER SET	EACH	3	\$339.00	\$1,017.00	\$1,385.00	\$4,155.00	\$1,500.00	\$4,500.00
	33	133	HMA, BASE REPAIR, TYPE C	TON	50	\$141.75	\$7,087.50	\$320.00	\$16,000.00	\$300.00	\$15,000.00
	34	134	HMA WEDGE AND LEVEL, TYPE C	TON	50	\$112.00	\$5,600.00	\$190.00	\$9,500.00	\$150.00	\$7,500.00
	35	135	HMA BINDER 19MM, 4.5" TYPE C	TON	2826	\$73.00	\$206,298.00	\$84.75	\$239,503.50	\$84.00	\$237,384.00
	36	136	HMA SURFACE 9.5mm, 1.5" TYPE C	TON	1460	\$88.00	\$128,480.00	\$100.70	\$147,022.00	\$95.00	\$138,700.00
	37	137	HMA FOR APPROACHES, TYPE C	TON	31	\$138.50	\$4,293.50	\$127.90	\$3,964.90	\$400.00	\$12,400.00
	38	138	CONSTRUCTION SIGN, A	EACH	7	\$427.00	\$2,989.00	\$427.00	\$2,989.00	\$150.00	\$1,050.00
	39	139	TYPE III BARRICADE	EACH	10	\$348.00	\$3,480.00	\$348.00	\$3,480.00	\$15.00	\$150.00
	40	140	DETOUR ROUTE MARKER	EACH	6	\$310.00	\$1,860.00	\$309.00	\$1,854.00	\$75.00	\$450.00
	41	141	MAINTAINING TRAFFIC	LS	1	\$32,453.00	\$32,453.00	\$53,700.00	\$53,700.00	\$444,725.00	\$444,725.00
	42	142	TEMPORARY ACCESS FOR DRIVEWAYS	EACH	20	\$2,445.00	\$48,900.00	\$1,117.00	\$22,340.00	\$2,000.00	\$40,000.00
	43	143	SNOW PLOWABLE RAISED PAVEMENT MARKER, BLUE, WHITE, YELLOW	EACH	10	\$150.00	\$1,500.00	\$103.50	\$1,035.00	\$150.00	\$1,500.00
	44	144	TRANSVERSE MARKING, THERMO, STOP LINE, 24"	LFT	99	\$14.00	\$1,386.00	\$13.72	\$1,358.28	\$15.00	\$1,485.00
	45	145	PAVEMENT MESSAGE MARKING, THERMO, LANE INDICATION ARROW	EACH	2	\$308.00	\$616.00	\$301.00	\$602.00	\$250.00	\$500.00
	46	146	PAVEMENT MESSAGE MARKING, THERMO, WORD (ONLY)	EACH	2	\$400.00	\$800.00	\$389.00	\$778.00	\$350.00	\$700.00

	47	147	TRANSVERSE MARKING, THERMO, SOLID, CROSSWALK, WHITE, 24"	LFT	202	\$14.00	\$2,828.00	\$13.72	\$2,771.44	\$15.00	\$3,030.00
	48	148	EXCAVATION, COMMON	CYS	3865	\$42.70	\$165,035.50	\$36.30	\$140,299.50	\$120.00	\$463,800.00
	49	149	COMPACTED AGG #53	TON	3802	\$37.25	\$141,624.50	\$36.35	\$138,202.70	\$85.00	\$323,170.00
	50	150	SUBGRADE TREATMENT, 14 INCH - IBC	SYS	11417	\$12.60	\$143,854.20	\$17.32	\$197,742.44	\$45.00	\$513,765.00
	51	151	AGGREGATE FOR UNDERDRAINS	CYS	550	\$97.50	\$53,625.00	\$97.00	\$53,350.00	\$150.00	\$82,500.00
	52	152	PIPE TYPE 4 CIRCULAR 6 INCH	LFT	5628	\$9.75	\$54,873.00	\$20.60	\$115,936.80	\$30.00	\$168,840.00
	53	153	GEOTEXTILE FOR UNDERDRAINS	SYS	3855	\$6.75	\$26,021.25	\$3.95	\$15,227.25	\$5.00	\$19,275.00
	54	154	CASTING, ADJUST TO GRADE	EACH	9	\$511.00	\$4,599.00	\$823.15	\$7,408.35	\$1,800.00	\$16,200.00
	55	155	TOP SOIL	CYS	115	\$86.50	\$9,947.50	\$102.35	\$11,770.25	\$200.00	\$23,000.00
	56	156	CURB AND GUTTER, REMOVE	LFT	629	\$12.50	\$7,862.50	\$19.70	\$12,391.30	\$20.00	\$12,580.00
	57	157	SIDEWALK, CONCRETE, REMOVE	SYS	127	\$66.20	\$8,407.40	\$19.70	\$2,501.90	\$30.00	\$3,810.00
	58	158	SIDEWALK, CONCRETE	SYS	127	\$88.50	\$11,239.50	\$66.00	\$8,382.00	\$100.00	\$12,700.00
	59	159	CURB RAMP, CONCRETE	SYS	42	\$315.00	\$13,230.00	\$250.00	\$10,500.00	\$400.00	\$16,800.00
	60	160	CURB AND GUTTER, CONCRETE	LFT	73	\$46.50	\$3,394.50	\$65.45	\$4,777.85	\$80.00	\$5,840.00
	61	161	CURB AND GUTTER, CHAIRBACK CURB	LFT	510	\$56.00	\$28,560.00	\$48.65	\$24,811.50	\$80.00	\$40,800.00
	62	162	TRUNCATED DOMES, HOT DIPPED BLACK	SYS	18	\$331.00	\$5,958.00	\$320.00	\$5,760.00	\$500.00	\$9,000.00
	63	163	MULCHED SEEDING, TYPE U	SYS	307	\$12.50	\$3,837.50	\$6.50	\$1,995.50	\$50.00	\$15,350.00
	64	164	ASPHALT FOR TACK COAT	TON	18	\$56.00	\$1,008.00	\$0.01	\$0.18	\$1.00	\$18.00
Section 3 - FDR							\$999,426.75		\$1,282,275.00		\$0.00
	65	165	CONSTRUCTION ENGINEERING	LS	1	\$5,596.00	\$5,596.00	\$2,280.00	\$2,280.00		
	66	166	MOBILIZATION AND DEMOBILIZATION	LS	1	\$40,150.00	\$40,150.00	\$117,993.05	\$117,993.05		
	67	167	MILLING, ASPHALT, 4"	SYS	11417	\$2.25	\$25,688.25	\$4.38	\$50,006.46		
	68	168	MILLING, ASPHALT, 1.5"	SYS	6282	\$1.65	\$10,365.30	\$2.14	\$13,443.48		
	69	169	MILLING, SCARIFICATION of the FDR	SYS	11417	\$1.05	\$11,987.85	\$2.96	\$33,794.32		
	70	170	MONUMENT/SURVEY MARKER SET	EACH	3	\$339.00	\$1,017.00	\$1,385.00	\$4,155.00		
	71	171	FULL DEPTH RECLAMATION	SYS	11417	\$6.90	\$78,777.30	\$8.25	\$94,190.25		
	72	172	STABILIZING MATERIAL, PORTLAND CEMENT	TON	314	\$253.70	\$79,661.80	\$246.25	\$77,322.50		
	73	173	CORRECTIVE AGGREGATE, FDR	TON	628	\$37.90	\$23,801.20	\$19.12	\$12,007.36		
	74	174	SUBGRADE TREATMENT TYPE IC	SYS	1142	\$59.30	\$67,720.60	\$50.40	\$57,556.80		
	75	175	HMA, PATCHING, TYPE C	TON	502	\$139.15	\$69,853.30	\$273.60	\$137,347.20		
	76	176	HMA, BASE REPAIR, TYPE C	TON	50	\$141.75	\$7,087.50	\$320.60	\$16,030.00		
	77	177	HMA WEDGE AND LEVEL, TYPE C	TON	50	\$112.00	\$5,600.00	\$190.00	\$9,500.00		
	78	178	HMA BINDER 19MM, 2.5" TYPE C	TON	1570	\$78.50	\$123,245.00	\$88.45	\$138,866.50		
	79	179	HMA SURFACE 9.5mm, 1.5" TYPE C	TON	1460	\$88.50	\$129,210.00	\$101.00	\$147,460.00		
	80	180	HMA FOR APPROACHES, TYPE C	TON	31	\$138.50	\$4,293.50	\$128.35	\$3,978.85		
	81	181	CONSTRUCTION SIGN, A	EACH	7	\$427.00	\$2,989.00	\$427.00	\$2,989.00		
	82	182	TYPE III BARRICADE	EACH	10	\$348.00	\$3,480.00	\$348.00	\$3,480.00		
	83	183	DETOUR ROUTE MARKER	EACH	6	\$310.00	\$1,860.00	\$309.00	\$1,854.00		
	84	184	MAINTAINING TRAFFIC	LS	1	\$25,750.00	\$25,750.00	\$54,060.00	\$54,060.00		
	85	185	TEMPORARY ACCESS FOR DRIVEWAYS	EACH	20	\$2,080.00	\$41,600.00	\$1,120.00	\$22,400.00		
	86	186	SNOW PLOWABLE RAISED PAVEMENT MARKER, BLUE, WHITE, YELLOW	EACH	10	\$150.00	\$1,500.00	\$103.50	\$1,035.00		
	87	187	TRANSVERSE MARKING, THERMO, STOP LINE, 24"	LFT	99	\$14.00	\$1,386.00	\$13.72	\$1,358.28		
	88	188	PAVEMENT MESSAGE MARKING, THERMO, LANE INDICATION ARROW	EACH	2	\$308.00	\$616.00	\$301.00	\$602.00		
	89	189	PAVEMENT MESSAGE MARKING, THERMO, WORD (ONLY)	EACH	2	\$400.00	\$800.00	\$389.00	\$778.00		
	90	190	TRANSVERSE MARKING, THERMO, SOLID, CROSSWALK, WHITE, 24"	LFT	202	\$14.00	\$2,828.00	\$13.72	\$2,771.44		
	92	192	AGGREGATE FOR UNDERDRAINS	CYS	550	\$97.50	\$53,625.00	\$97.00	\$53,350.00		
	93	193	PIPE TYPE 4 CIRCULAR 6 INCH	LFT	5628	\$9.75	\$54,873.00	\$20.60	\$115,936.80		
	94	194	GEOTEXTILE FOR UNDERDRAINS	SYS	3855	\$6.75	\$26,021.25	\$3.95	\$15,227.25		
	95	195	CASTING, ADJUST TO GRADE	EACH	9	\$511.00	\$4,599.00	\$826.00	\$7,434.00		
	96	196	TOP SOIL	CYS	115	\$86.50	\$9,947.50	\$102.35	\$11,770.25		
	97	197	CURB AND GUTTER, REMOVE	LFT	629	\$12.50	\$7,862.50	\$19.78	\$12,441.62		
	98	198	SIDEWALK, CONCRETE, REMOVE	SYS	127	\$66.20	\$8,407.40	\$19.78	\$2,512.06		
	99	199	SIDEWALK, CONCRETE	SYS	127	\$88.50	\$11,239.50	\$66.20	\$8,407.40		
	100	1000	CURB RAMP, CONCRETE	SYS	42	\$315.00	\$13,230.00	\$250.00	\$10,500.00		
	101	1001	CURB AND GUTTER, CONCRETE	LFT	73	\$46.50	\$3,394.50	\$65.65	\$4,792.45		

	102	1002	CURB AND GUTTER, CHAIRBACK CURB	LFT	510	\$56.00	\$28,560.00	\$48.80	\$24,888.00		
	103	1003	TRUNCATED DOMES, HOT DIPPED BLACK	SYS	18	\$331.00	\$5,958.00	\$320.00	\$5,760.00		
	104	1004	MULCHED SEEDING, TYPE U	SYS	307	\$12.50	\$3,837.50	\$6.50	\$1,995.50		
	105	1005	ASPHALT FOR TACK COAT	TON	18	\$56.00	\$1,008.00	\$0.01	\$0.18		
Section 1 & 2 Combined Total							\$1,744,568.75		\$2,070,335.00		\$4,050,900.00
Section 1 & 3 Combined Total							\$1,552,500.85		\$1,991,395.00		N/A

PART 4
CONTRACT DOCUMENTS AND ADDENDA

Instructions to Bidders:

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

4.2 The Bidder acknowledges receipt of the following addenda:

<u>ADDENDUM NUMBER</u>	<u>DATE</u>
01	7/18/23
02	7/20/2023

PART 5
EXCEPTIONS

Instructions To Bidders:

5.1 The Bidder shall fully state each exception taken to the Specifications or other Contract Documents in Section 5.3 of this Part.

5.2 Bidder is cautioned that any exception taken by Bidder and deemed by Owner to be a material qualification or variance from the terms of the Contract Documents may result in this Bid being rejected as non-responsive.

5.3 Exceptions, if any:

N/A

PART 6
FINANCIAL STATEMENT

- 6.1 Attachment of Bidder's Indiana Revised Financial Form 96/financial statement is mandatory. Any Bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to Owner must be specific enough in detail so that Owner can make a proper determination of the Bidder's capability for completing the Work if awarded. Information on Bidder's company and financial statement shall be consistent with the information requested on the State Board of Accounts Forms No. 96 and No. 102 (Contractor's Bid for Public Work).

PART 7
ADDITIONAL DECLARATIONS

- 7.1 Bidder certifies for itself and all its subcontractors compliance with all existing laws of the United States and the State of Indiana prohibiting the discrimination against any employee or applicant for employment or subcontract work in the performance of the Work contemplated by the Agreement with respect to hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment or subcontracting because of race, religion, color, sex, handicap, national origin, ancestry, age, disabled veteran status or Vietnam era veteran status. The City of Fishers reserves the right to collect a penalty as provided in IC §5-16-6-1 for any person discriminated against.
- 7.2 The steel products furnished for this Project shall conform to the following Indiana Code Definitions and Agreement provisions:

I.C. § 5-16-8-1 Definitions:

“Steel products” means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

“United States” means the United States of America and includes all territory, continental or insular, subject to the jurisdiction of the United States.

I.C. § 5-16-8-2 Public agency contract provisions: rules for determining reasonable pricing:

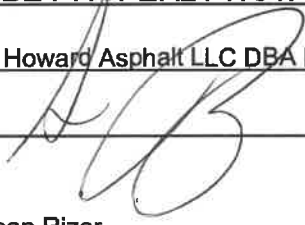
Sec. 2(a) Each public agency shall require that every contract for the construction, alteration, repair, improvement or maintenance of public works contain a provision that, if any steel products are to be used or supplied in the performance of the contract or subcontract, only steel products as defined by this chapter shall be used or supplied in the performance of the contract or any of the subcontractors unless the head of the public agency determines, in writing, that the cost of steel products is deemed to be unreasonable.

- 7.3 The Bidder certifies that he/she has thoroughly examined the site of the Project/Work and informed himself/herself fully regarding all conditions under which he/she will be obligated to operate and that in any way affect the Work, and knows, understands and accepts the existing conditions. The Bidder further certifies that he/she has thoroughly reviewed the Contract Documents, including all Addenda, and has had the opportunity to ask questions and obtain interpretations or clarifications concerning Contract Documents.

PART 8
SIGNATURES

[Signature by or on behalf of the Bidder in the spaces provided below shall constitute execution of each and every Part of this Itemized Proposal and Declarations Document. SIGNATURE MUST BE PROPERLY NOTARIZED.]

Bidders Name: Howard Asphalt LLC DBA Howard Companies

Written
Signature: 

Printed Name: Sean Rizer

Title: CFO

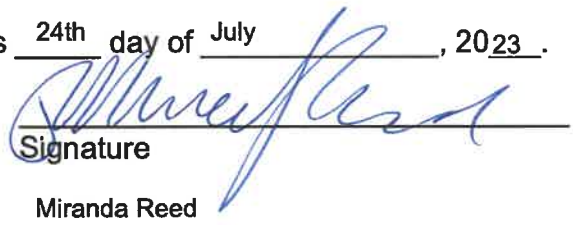
Important - Notary Signature and Seal Required in the Space Below

STATE OF Indiana)
COUNTY OF Marion) SS:

Subscribed and sworn to before me this 24th day of July, 2023.

My commission expires: 05/15/2030

Residing in Morgan County, State
of Indiana


Signature

Miranda Reed

Printed





AssuredPartners

10401 N. Meridian Street, Suite #300
Carmel, IN 46290
Phone: (317) 844-7759
Fax: 317-844-9910

July 18, 2023

Ms. Miranda Reed
Howard Asphalt, LLC d/b/a Howard Companies
2916 Kentucky Avenue
Indianapolis, IN 46221

Re:	Type of Bond:	Bid Bond
	Obligee:	City of Fishers
	Description:	Barrett 23-1 Contract
	Bond Amount:	10%

Dear Miranda,

We are pleased to enclose the bond you requested. The bond issued was based upon the information you provided. We suggest you check all the documents enclosed, including the Power of Attorney, signatures, dates, amounts, description, and any other attachments. Please verify that the bond form attached is the form required and be sure to execute the bond with the proper signature and seal.

Thank you and please call me should you have any questions.

Sincerely,

AssuredPartners

Josephine G. McKinley

Enclosures

BID BOND
City of Fishers

Instructions To Bidders:

Bidders may use this form or other form containing the same material conditions and provisions as approved in advance by Owner.

Bidder/Surety must attach a signed, certified and effective dated copy of the Power of Attorney or Attorney-in-Fact establishing the authority of the person(s) signing this Bid Bond on behalf of the Surety.

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.

BIDDER / CONTRACTOR **(Name and Address):**
Howard Asphalt, LLC d/b/a Howard Companies
2916 Kentucky Avenue, Indianapolis, IN 46221

SURETY **(Name and Address of Principal Place of Business):**
Continental Casualty Company
151 N. Franklin Street, Chicago, IL 60606

OWNER **City of Fishers**
One Municipal Drive
Fishers, Indiana 46038

BID

Bid Due Date: July 24, 2023

Project Description ("Project"): Barrett 23-1 Contract

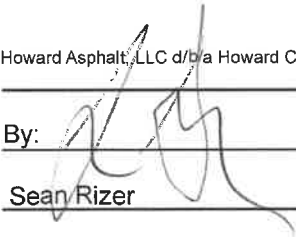
BOND

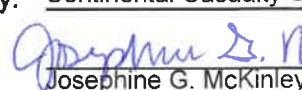
Bond Number: Bid Bond

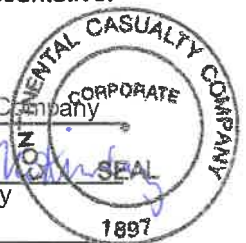
Date: (Not earlier than Bid due date): July 24, 2023

Penal Sum (10% of Bid Proposal): _____ \$ _____

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

"Contractor"
Company: Howard Asphalt, LLC d/b/a Howard Companies
Signature: By: 
Printed: Sean Rizer
Title: Chief Financial Officer

"Surety"
Company: Continental Casualty Company
By: 
Printed: Josephine G. McKinley
Attorney-in-Fact
Counter- N/A
signed:



The above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder. Surety is held and firmly bound unto Owner in the full and just sum equal to ten percent (10%) of the price stated in the Bid Proposal, including accepted alternates, if any, to be paid upon demand of the Owner, plus interest at the maximum legal rate from date of demand and any attorney fees and court costs incurred by Owner to enforce this Bid Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement, Performance, Payment and Maintenance Bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement, Performance, Payment and Maintenance Bonds and other documentation required by the Bidding Documents to be delivered prior to commence work, or
 - 3.2 All Bids are rejected by Owner, or
4. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety.
6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in Hamilton County, Indiana.
7. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
8. This Bond is intended to conform to all applicable statutory requirements of Ind. Code §36-1-12-4.5. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
9. The Surety, for value received, hereby stipulates and agrees that the obligations of the Surety and its Bid Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid Proposal; and said Surety does hereby waive notice of any such extension.

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

Josephine G. McKinley , Individually

of Indianapolis, 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 -

Surety Bond No.: Bid Bond

Principal: Howard Asphalt, LLC d/b/a Howard Companies

Obligee: City of Fishers

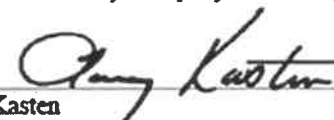
and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed on the reverse hereof, 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 9th day of May, 2023.

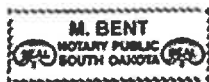


Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania


Larry Kasten Vice President

State of South Dakota, County of Minnehaha, ss:

On this 9th day of May, 2023, 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 March 2, 2026

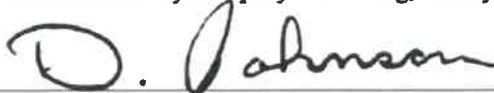

M. Bent Notary Public

CERTIFICATE

I, D. Johnson, 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 on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 24th day of July, 2023.



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


D. Johnson Assistant Secretary

Form F6853-4-2023

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

Authorizing By-Laws and Resolutions

This Power of Attorney is signed by Larry Kasten, Vice President of each of the CNA Companies (as defined in the Power of Attorney), who has been authorized pursuant to the below Bylaws and Resolutions to execute power of attorneys on behalf of each of the CNA Companies.

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

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 the Company 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 and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company 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."

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ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

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DATE: July 24, 2023

TO: City of Fishers

RE: CONTRACTOR: Howard Asphalt, LLC d/b/a Howard Companies

BID DATE: July 24, 2023

PROJECT: Barrett 23-1 Contract

The purpose of this letter is to advise that should the captioned contractor be the successful bidder, and enter into a contract for the described work, Continental Casualty Company will provide appropriate Performance and Payment Bonds, subject to the terms and conditions of the bid of Howard Asphalt, LLC d/b/a Howard Companies.

SURETY COMPANY

Continental Casualty Company

By:



Signature Name Josephine G. McKinley

Attorney-in-Fact



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

Josephine G. McKinley , Individually

of Indianapolis, 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 -

Surety Bond No.:

Principal: Howard Asphalt, LLC d/b/a Howard Companies

Obligee: City of Fishers

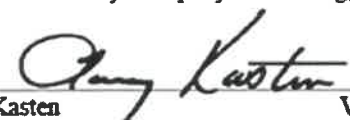
and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed on the reverse hereof, 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 9th day of May, 2023.

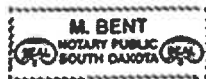


Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania


Larry Kasten Vice President

State of South Dakota, County of Minnehaha, ss:

On this 9th day of May, 2023, 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 March 2, 2026

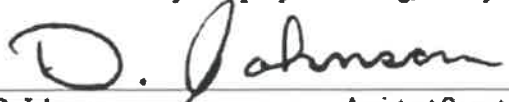

M. Bent Notary Public

CERTIFICATE

I, D. Johnson, 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 on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 24th day of July, 2023.



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


D. Johnson Assistant Secretary

Form F6853-4-2023

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PART 9
POST BID SUBMITTAL

MANUFACTURERS LIST

Instructions To Bidders:

The Bidder shall enter, in the spaces provided below, the name of the manufacturer of equipment that the Bidder proposes to furnish for each item of equipment listed in the Manufacturers List, which follows. The Bidder shall enter the name of only one manufacturer for each listed equipment item. Failure to enter a manufacturer's name for each listed equipment item may render the Bid non-responsive if it is determined that such omission is material by affording the Bidder a substantial advantage over other Bidders.

Upon award of a contract, each listed equipment item shall be furnished by the named manufacturer, unless changes are specifically authorized. Equipment substitutions will be permitted only with the Owner's prior consent.

Preliminary acceptance of equipment listed by the manufacturer's name shall not in any way constitute a waiver of the Drawing and Specification requirements covering such equipment. Acceptance will be based on full conformity with the Drawings and Specifications covering the equipment.

Equipment Item (Contract Items)

Manufacturer

**** see attached equipment and financials ****



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)

Prescribed by State Board of Accounts

PART I

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

Date (month, day, year): 7/24/2023

1. Governmental Unit (Owner): City of Fishers, Indiana

2. County : Hamilton

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

Address: 2916 S. Kentucky Ave

City/State/ZIPcode: Indianapolis, IN 46221

4. Telephone Number: 317-849-9666

5. Agent of Bidder (if applicable): Josh Dillon, Tushar Mathur

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of Barrett 23-1 Contract

(Governmental Unit) in accordance with plans and specifications prepared by City of Fishers IN

_____ and dated 7/6/2023 for the sum of

One Million Seven Hundred Forty -Four Thousand Five Hundred _____ \$ 1,744,568.75 (BASE BID)

Sixty - Eight DOLLARS & .75/100 CENTS

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

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

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

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS

(If applicable)

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



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_____ and dated 7/6/2023 for the sum of
Two Million Seven Hundred Forty Three Thousand Nine Hundred Ninety Five DOLLARS & .65/100 CENTS \$ 2,743,995.50 Base Bid + Alt Option 3

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

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ACCEPTANCE

The above bid is accepted this 24th day of July, 2023, subject to the following conditions: _____

Contracting Authority Members:

_____	_____
_____	_____
_____	_____

PART II

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

Governmental Unit: City of Fishers, Indiana

Bidder (Firm) Howard Asphalt LLC DBA Howard Companies

Date (month, day, year): 7/24/2023

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

SECTION I EXPERIENCE QUESTIONNAIRE

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

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
2,460,309.00	Paving	2022	City of Fishers
3,138,464.00	Paving	2022	Department of Public Works - City of Indianapolis
1,968,448.00	Paving	2022	Johnson County
1,160,784.00	Paving	2022	Zionsville Community Schools

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

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
6,163,385.00	Paving/Pipe	2023	Department of Public Works - City of Indianapolis
2,170,095.51	Paving	2023	City of Fishers
851,036.00	Paving	2023	City of Lebanon
895,565.00	Paving	2023	Town of Bargersville

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

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

See Attached Sheet

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

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

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

(2) asphalt plants, over (60) Tri-axle dump trucks, (5) paving crews, (4) milling crews with both 7' and 4'

self-loading cold milling machine, (4) Concrete crews as well as striping, signage, and sealcoating crews.

Once awarded the project, Howard Companies will assign a project manager and superintendent to oversee construction

superintendent to oversee construction and maintain schedules. we will assemble a construction schedule that will meet deadlines.

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

See Attached Sheet

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

None

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

See Attached Sheet

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

Howard Companies will supply all materials for the project.

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

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

SECTION IV CONTRACTOR'S NON – COLLUSION AFFIDAVIT

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

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

SECTION V OATH AND AFFIRMATION

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

Dated at Indianapolis this 24th day of July, 2023
Howard Companies
(Name of Organization)
By [Signature]
Chief Financial Officer
(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Indiana)
COUNTY OF Marion) ss

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

Subscribed and sworn to before me this 24th day of July, 2023.

[Signature]
Notary Public

My Commission Expires: 5/15/2030

County of Residence: Morgan



BID OF

Howard Companies

(Contractor)

2916 S Kentucky Ave

(Address)

Indianapolis, IN 46221

FOR

PUBLIC WORKS PROJECTS

OF

Barrett 23-1 Contract

Filed July, 2023

Action taken _____

CITY OF FISHERS, INDIANA

APPENDIX D

E-VERIFY AFFIDAVIT

Pursuant to Ind. Code 22-5-1.7-11, the Contractor entering into the Agreement with the City of Fishers is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify Program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify Program if the E-Verify Program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ and unauthorized alien. The undersigned further affirms that, prior to entering into its Agreement with the City of Fishers, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify Program.

(Contractor): Howard Asphalt LLC/DBA Howard Companies

By (Written Signature) [Signature]

(Printed Name): Sean Rizer

(Title): CFO

Important – Notary Signature and Seal Required in the Space Below

STATE OF Indiana

SS: NP0741209

COUNTY OF Marion



Subscribed and sworn to before me this 24th day of July, 2023

My commission expires: 05/15/2030 (Signed): [Signature]

Residing in Morgan County, State Indiana

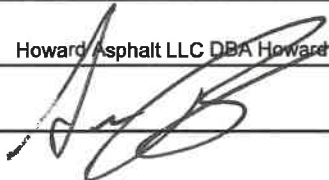
1986133/15982-10

CITY OF FISHERS, INDIANA
APPENDIX E
Contractor's Itemized Bid Proposal

**PART 8
SIGNATURES**

[Signature by or on behalf of the Bidder in the spaces provided below shall constitute execution of each and every Part of this Itemized Proposal and Declarations Document. SIGNATURE MUST BE PROPERLY NOTARIZED.]

Bidders Name: Howard Asphalt LLC DBA Howard Companies

Written Signature: 

Printed Name: Sean Rizer

Title: CFO

Important - Notary Signature and Seal Required in the Space Below

STATE OF Indiana)

COUNTY OF Marion)

SS: NP0741209

Subscribed and sworn to before me this 24th day of July, 2023.

My commission expires: 05/15/2030

Residing in Morgan County, State
of Indiana


Signature

Miranda Reed

Printed

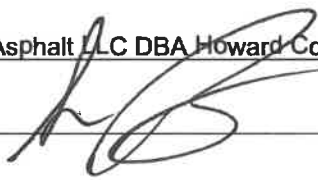


DOCUMENT 00 53 60 – AFFIDAVIT REGARDING CONTRACTOR DOING BUSINESS
WITH THE GOVERNMENT OF IRAN

Pursuant to Indiana Code 5-22-16.5, the Contractor entering into a Contract with the Owner is required to certify they are not engaged in business with the Government of Iran, as defined in IC 5-22-16.5.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor is not disqualified because of the requirement of IC 5-22-16.5.

(Contractor): Howard Asphalt LLC DBA Howard Companies

By (Written Signature): 

(Printed Name): Sean Rizer

(Title): CFO

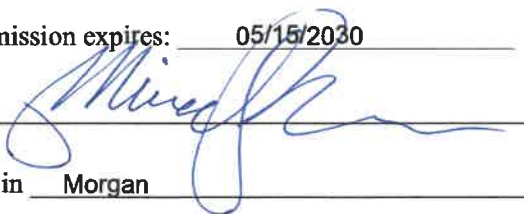
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STATE OF Indiana

COUNTY OF Marion

Subscribed and sworn to before me this 24th day of July,
20 23

My commission expires: 05/15/2030

(Signed) 

Residing in Morgan County,

State of Indiana



IRAN BUSINESS AFFIDAVIT
C414 - 1

CITY OF FISHERS, INDIANA

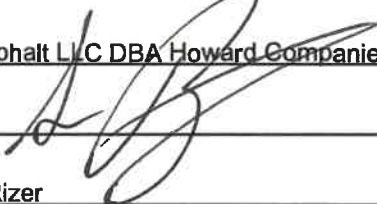
APPENDIX D

E-VERIFY AFFIDAVIT

Pursuant to Ind. Code 22-5-1.7-11, the Contractor entering into the Agreement with the City of Fishers is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify Program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify Program if the E-Verify Program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ and unauthorized alien. The undersigned further affirms that, prior to entering into its Agreement with the City of Fishers, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify Program.

(Contractor): Howard Asphalt LLC DBA Howard Companies

By (Written Signature) 

(Printed Name): Sean Rizer

(Title): CFO

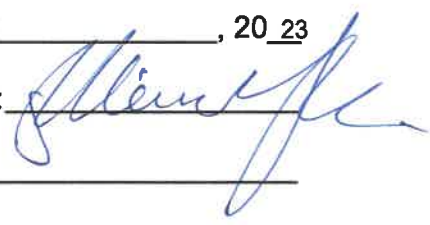
Important – Notary Signature and Seal Required in the Space Below

STATE OF Indiana

SS: NP0741209

COUNTY OF Marion

Subscribed and sworn to before me this 24th day of July, 2023

My commission expires: 05/15/2030 (Signed): 

Residing in Morgan County, State Indiana

1986133/15982-10





Board Action Form

MEETING DATE	September 26, 2023			
TITLE	Request to approve a 116 th Street curb cut for Magnolia Grove Salon.			
SUBMITTED BY	Name & Title: Hatem Mekky, Director Department: Engineering			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading ☐ Final Reading
	Ordinance #:		Resolution #: R092623C	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☒ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☒ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – <i>Name of Reviewer: Lindsey Bennett</i>	
BACKGROUND (Includes description, background, and justification)	Kimley Horn, on behalf of Dyanne, LLC, is requesting approval to relocate an existing residential driveway at 13484 E 116th Street approximately 70 feet east to serve a proposed salon. The salon use was approved through a rezone from residential (R2) to commercial (C1). The proposed driveway will remain a right-in/right-out access, as it is today. The curb cut is located on the north side of 116th Street, approximately 800 feet west of Olio Road. The driveway will be reviewed through the Technical Advisory Committee (TAC) process, per Fishes standards.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	N/A
	Expenditure \$:	N/A
	Source of Funds:	N/A
	Additional Appropriation #:	N/A
	Narrative:	N/A
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Approve the curb cut by approval of the resolution.
	2.	Deny approval.
	3.	Take no action.
	4.	
PROJECT TIMELINE	Construction is anticipated to be in the 2023 construction season. Any work within 116 th Street will be limited to the hours identified by Fishers Engineering staff, which is between 9:00a.m. and 3:00p.m., in order to minimize any traffic disruptions to peak hour traffic and schools. Proper traffic controls will be required during any lane restrictions.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approval of the curb cut as presented.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Exhibit A (Request Letter and Exhibit)	



September 6, 2023

City of Fishers Board of Public Works and Safety
c/o Ms. Laura McClure, PE
One Municipal Drive
Fishers, Indiana 46038

RE: *Magnolia Salon - Curb Cut Request*
13484 E. 116th Street
Fishers, IN

Ms. McClure,

On behalf of our Client, Dyanne, LLC, we respectfully request approval of the relocated and improved curb cut along the north side of 116th Street. The current residential curb cut will be relocated to the east and expanded to be sufficient for a commercial entrance. No cut in the median of 116th Street is proposed.

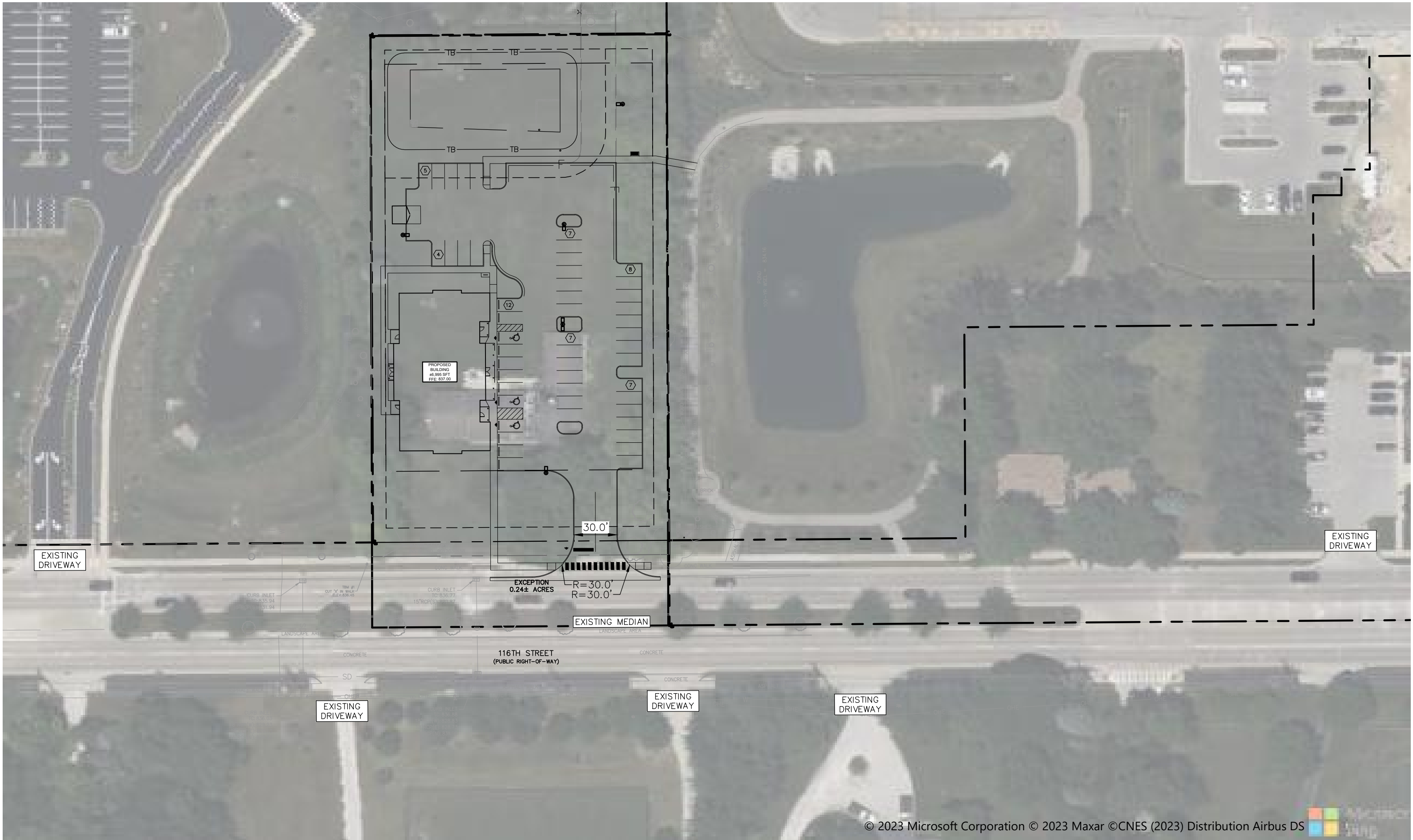
We believe the new proposed drive locations will not create any significant traffic issues as it has been located as far as possible from the existing access points and is consistent with similar developments. The Magnolia Salon project proposes to build +/-6,995 square feet of retail space on 1.76 acres.

If you have any questions, please do not hesitate to contact me at 317-218-9561 or by email at bill.butz@kimley-horn.com.

Sincerely,

A handwritten signature in black ink, appearing to read "WABJ".

William A. Butz, Jr., PE, LEED AP
Vice President



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RESOLUTION NO. R092623C

A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY APPROVING CURB CUT ON 116TH STREET – MAGNOLIA GROVE SALON

WHEREAS, the City of Fishers, Hamilton County, Indiana (“City”), by and through its Board of Public Works and Safety (the “Board”), supervises the streets, alleys, sewers, public grounds, and other property of the City, pursuant to I.C. §36-9-6-2;

WHEREAS, the Board may regulate the use of right-of-way through, under, or over public ways, pursuant to I.C. §36-9-2-6;

WHEREAS, the Board shall approve any open cut on certain roads, pursuant to Fishers Code of Ordinance §94.11, including 116th Street;

WHEREAS, Kimley Horn, on behalf of Dyanne, LLC, has requested approval to relocate an existing residential driveway at 13484 E 116th Street approximately 70 feet east to serve a proposed salon; and

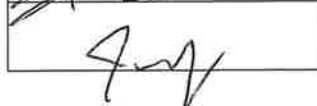
WHEREAS, the salon use was approved through a rezone from residential (R2) to commercial (C1) and will remain a right-in/right-out access, as it is today as depicted in the attached Exhibit A, incorporated herein.

NOW, THEREFORE, BE IT RESOLVED by the City of Fishers Board of Public Works & Safety meeting in regular session as follows:

- Section 1. The Board hereby approves the request for a curb cut by Kimley Horn on behalf of Dyanne, LLC, as shown on Exhibit A, attached hereto and incorporated herein.
- Section 2. The Board hereby authorizes the Director of Engineering to execute any and all documents necessary to effectuate the intent of this Resolution and all ancillary documents in furtherance of the project.
- Section 3. This Resolution shall be in full force and effect upon passage and in accordance with Indiana law.

ALL OF WHICH IS RESOLVED BY the City of Fishers Board of Public Works & Safety, Hamilton County, Indiana this 26th day of September, 2023.

**BOARD OF PUBLIC WORKS & SAFETY,
CITY OF FISHERS
HAMILTON COUNTY, INDIANA**

YAY		NAY	ABSTAIN
	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Jason Meyer, Member		

ATTEST:  DATE: 9/26/23
Kari Adriano, Board Clerk

This instrument prepared by: Lindsey M. Bennett, City Attorney, City of Fishers, Hamilton County, Indiana,
One Municipal Drive, Fishers, Indiana, 46038

““I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.” /s/ Lindsey M. Bennett



September 6, 2023

City of Fishers Board of Public Works and Safety
c/o Ms. Laura McClure, PE
One Municipal Drive
Fishers, Indiana 46038

RE: *Magnolia Salon - Curb Cut Request*
13484 E. 116th Street
Fishers, IN

Ms. McClure,

On behalf of our Client, Dyanne, LLC, we respectfully request approval of the relocated and improved curb cut along the north side of 116th Street. The current residential curb cut will be relocated to the east and expanded to be sufficient for a commercial entrance. No cut in the median of 116th Street is proposed.

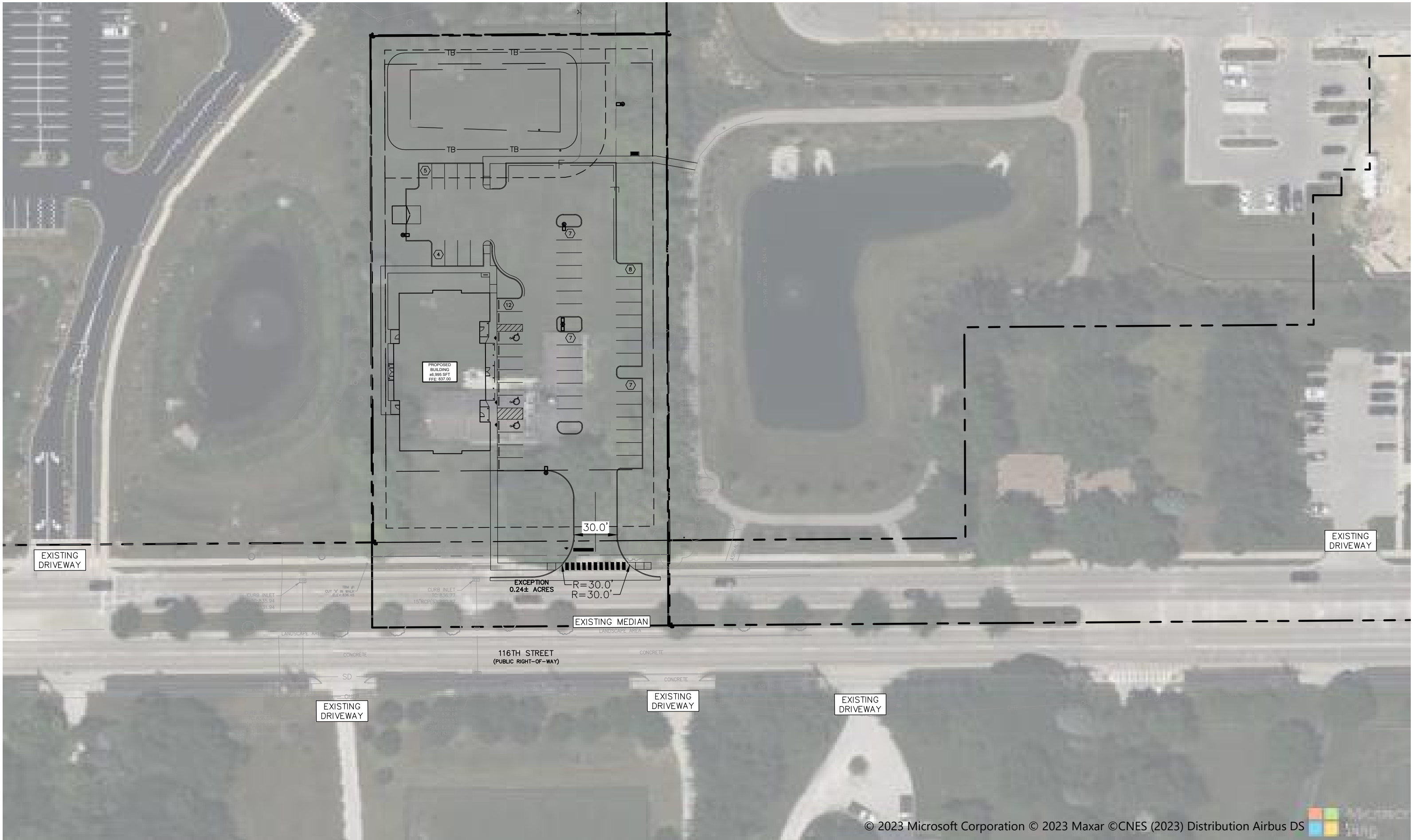
We believe the new proposed drive locations will not create any significant traffic issues as it has been located as far as possible from the existing access points and is consistent with similar developments. The Magnolia Salon project proposes to build +/-6,995 square feet of retail space on 1.76 acres.

If you have any questions, please do not hesitate to contact me at 317-218-9561 or by email at bill.butz@kimley-horn.com.

Sincerely,

A handwritten signature in black ink, appearing to read "WABJ.", written over a light blue horizontal line.

William A. Butz, Jr., PE, LEED AP
Vice President



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Board Action Form

MEETING DATE	September 26, 2023			
TITLE	A RESOLUTION AUTHORIZING THE PURCHASE OF CERTAIN POLICE VEHICLES			
SUBMITTED BY	Name & Title: Tabatha Miller Director Department: Fleet Management			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading ☐ Final Reading
	Ordinance #:		Resolution #: R092623D	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☒ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – Name of Reviewer: Lindsey Bennett	
BACKGROUND (Includes description, background, and justification)	Fleet Management requests the Boards conditional approval to purchase up to 49 Police Interceptor SUV's to not to exceed \$2,500,000.00. Due to the current supply chain issues*****	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$2,500,000.00
	Expenditure \$:	\$2,500,000.00
	Source of Funds:	Fleet Loans
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include Deny Approval Option)	1.	Approve purchase
	2.	Deny purchase
	3.	
	4.	
PROJECT TIMELINE	Within 90 days of approval	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	The Department of Fleet Management recommends the approval of request.	
SUPPLEMENTAL INFORMATION (List all attached documents)		

RESOLUTION NO. R092326D

A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY AUTHORIZING THE PURCHASE OF CERTAIN VEHICLES

WHEREAS, the City of Fishers, Hamilton County, Indiana (“Fishers”), by and through its Fleet Department, seeks to purchase forty nine (49) Police Interceptor SUVs (“Vehicles”) and obtain pricing on certain trade-ins (“Purchase”);

WHEREAS, in accordance with Ind. Code §5-22-8-3, Fishers intends to provide notice of request quotes to multiple vendors or utilize Ind. Code §5-22-10 to obtain a special purchases of the Vehicles;

WHEREAS, due to the rapid pace of current car sales and supply chain issues, Fishers would be unable to send out an invitation to bid and award the bid in a timely manner; and

WHEREAS, the Fleet Department now desires to seek authority from the City of Fishers Board of Public Works & Safety (“Board”) to issue an invitation to bid or obtain a special purchase for the Vehicle and award the contract in an amount not to exceed Two Million, Five Hundred Thousand Dollars (\$2,500,000.00”).

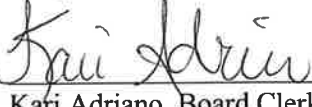
NOW THEREFORE, be it resolved by the City of Fishers Board of Public Works & Safety meeting in regular session as follows:

- Section 1.** The Board hereby authorizes the Director of Fleet Management to issue and award a bid to the lowest responsible and responsive bidder in an amount not to exceed \$2,500,000 or to seek out and award a special purchase to a seller of the required Vehicles in accordance with Ind. Code §5-22-10. The Director of Fleet Management shall provide the Board with documentation of the winning bid or special purchase at its next regularly scheduled meeting.
- Section 2.** The Board hereby designates the Fleet Director to execute the Invitation to Bidders or special purchase and any and all documents necessary to effectuate it's the Purchase.
- Section 3.** This Resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

SO RESOLVED by the City of Fishers Board of Public Works & Safety this 26th Day of September, 2023.

**BOARD OF PUBLIC WORKS & SAFETY,
CITY OF FISHERS
HAMILTON COUNTY, INDIANA**

YAY		NAY	ABSTAIN
	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Jason Meyer, Member		

ATTEST:  DATE: 9/26/23
Kari Adriano, Board Clerk

This instrument prepared by: Lindsey M. Bennett, City Attorney, City of Fishers, Hamilton County, Indiana,
One Municipal Drive, Fishers, Indiana, 46038

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law." /s/ Lindsey M. Bennett

Re: City of Fishers (“Political Subdivision”)

Supplemental Amendment to Agreement for Professional Services Relating to Opioids Settlements

The Political Subdivision and Counsel (the “Parties”) entered into an Agreement for Professional Services (“Agreement”) to pursue opioids litigation against various entities (“Opioids Litigation”). The Parties then entered into the attached Amendment to the Agreement, which reduces the payment of contingency fees under the Agreement from 33 1/3% to 8.7% of the Political Subdivision’s total gross recovery to be withheld and distributed as provided by Indiana Code 4-6-15-5 for settlements of Opioids Litigation with defendants McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, and the Johnson & Johnson Defendants (the “Amendment”). The parties now agree that the Amendment shall apply to all settlements of Opioid Litigation that are governed by Indiana Code 4-6-15-1 *et seq.*,

Dated this 26 day of September, 2023.

Political Subdivision: City of Fishers

By: 
Name and Title
Scott Fadness, Mayor

Levin, Papantonio, Rafferty, Proctor,
Buchanan, O’Brien, Barr & Mougey, P.A.
 (“Counsel”)

By: _____
Name and Title



Board Action Form

MEETING DATE	September 26, 2023			
TITLE	A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY TO APPROVE A SUPPLEMENTAL AMENDMENT FOR PROFESSIONAL SERVICES RELATING TO OPIOIDS SETTLEMENT			
SUBMITTED BY	Name & Title: Lindsey Bennett, City Attorney			
	Department:			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☒ Consent	☐ Ordinance	☐ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒ 1 st Reading	☒ 2 nd Reading	☐ Public Hearing	☒ 3 rd Reading
	Ordinance #:		Resolution #: R092623E	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☒ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☐ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	

HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office
APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office	
	☐ Department Head	☐ Finance Committee	
	☐ Deputy Mayor	☐ Technical Advisory Committee	
	☐ Mayor	☐ Other:	
	☒ Legal Counsel – <i>Name of Reviewer: Lindsey M. Bennett</i>		
BACKGROUND (Includes description, background, and justification)	As part of the opioid settlement, the City and its counsel have agreed to amend the attorney contingency fee and reduce the attorney fees from 33 1/3% to 8.7% of the City's total gross recovery.		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:		.
	Expenditure \$:		
	Source of Funds:		
	Additional Appropriation #:		
	Narrative:		
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Approve	
	2.	Deny	
	3.		
	4.		
PROJECT TIMELINE			
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approving the Amendment.		
SUPPLEMENTAL INFORMATION (List all attached documents)	Resolution Amendment		

RESOLUTION NO. R092623E

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS &
SAFETY TO APPROVE A SUPPLEMENTAL AMENDMENT FOR PROFESSIONAL
SERVICES RELATING TO OPIOIDS SETTLEMENT**

WHEREAS, the City of Fishers, Hamilton County, Indiana (“City”) has been actively engaged in pursuing damages caused by the manufacture, sale, and distribution of opioids through outside counsel in multidistrict litigation;

WHEREAS, the City’s counsel negotiated a settlement with defendants McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, and the Johnson & Johnson Defendants; and

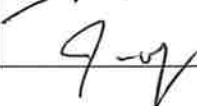
WHEREAS, the City and its counsel desire to enter into an amendment to their fee agreement to reduce the attorney fees from 33 1/3% to 8.7% of the City’s total gross recovery which will be withheld and distributed as provided in Ind. Code §4-6-15-5, attached hereto as Exhibit A, and incorporated herein.

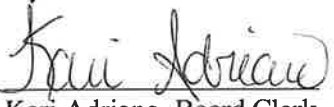
NOW, THEREFORE, BE IT RESOLVED, by the City of Fishers Board of Public Works & Safety meeting in regular session as follows:

- Section 1. The Board of Public Works & Safety hereby authorizes the City to enter into the amendment attached hereto as Exhibit A.
- Section 2. The Board hereby authorizes the Mayor to execute any and all documents necessary to complete settlement with McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, and the Johnson & Johnson Defendants.
- Section 3. This Resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

SO RESOLVED, by the City of Fishers Board of Public Works & Safety this 26th day of September 2023.

**BOARD OF PUBLIC WORKS & SAFETY,
CITY OF FISHERS
HAMILTON COUNTY, INDIANA**

YAY		NAY	ABSTAIN
	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Jason Meyer, Member		

ATTEST:  DATE: 9/26/23
Kari Adriano, Board Clerk

This instrument prepared by: Lindsey M. Bennett, City Attorney, City of Fishers, Hamilton County, Indiana,
One Municipal Drive, Fishers, Indiana, 46038

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law." /s/ Lindsey M. Bennett

Re: City of Fishers (“Political Subdivision”)

Supplemental Amendment to Agreement for Professional Services Relating to Opioids Settlements

The Political Subdivision and Counsel (the “Parties”) entered into an Agreement for Professional Services (“Agreement”) to pursue opioids litigation against various entities (“Opioids Litigation”). The Parties then entered into the attached Amendment to the Agreement, which reduces the payment of contingency fees under the Agreement from 33 1/3% to 8.7% of the Political Subdivision’s total gross recovery to be withheld and distributed as provided by Indiana Code 4-6-15-5 for settlements of Opioids Litigation with defendants McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, and the Johnson & Johnson Defendants (the “Amendment”). The parties now agree that the Amendment shall apply to all settlements of Opioid Litigation that are governed by Indiana Code 4-6-15-1 *et seq.*,

Dated this 26 day of September, 2023.

Political Subdivision: City of Fishers

By: 
Name and Title
Scott Fadness, Mayor

Levin, Papantonio, Rafferty, Proctor,
Buchanan, O’Brien, Barr & Mougey, P.A.
 (“Counsel”)

By: _____
Name and Title



Board Action Form

MEETING DATE	September 26, 2023			
TITLE	Request to approve Construction Grant Agreement for Rosanna Village Low Pressure Wastewater System			
SUBMITTED BY	Name & Title: Hatem Mekky, Director of Engineering Department: Engineering			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading ☐ Final Reading
	Ordinance #:		Resolution #: R092623G	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☒ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☐ No contract for this item	
	☒ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head – Hatem Mekky	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – Name of Reviewer: Lindsey Bennett	
BACKGROUND (Includes description, background, and justification)	This is a construction grant agreement with the Indiana Finance Authority. They are awarding us a grant to pay for construction of the Rosanna Village Low Pressure Wastewater System. This agreement includes two Appendices (A and B). Appendix A is just informational. Appendix B is a Drug-Free Workplace Certification. Both the Agreement and Appendix B need to be signed by Board of Works. The Agreement with all its appendices is included as Exhibit A to this BAF. I have also included Appendix B of the Agreement separately as Exhibit B to this BAF so it is clear it also needs to be executed.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$1,500,000
	Expenditure \$:	
	Source of Funds:	Indiana Finance Authority
	Additional Appropriation #:	
	Narrative:	This is a grant provided by IFA. There is no out-of-pocket cost to Fishers for this agreement. Since it is a grant agreement, IFA is requiring we sign it first and return it to IFA for final execution.
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Approve Agreement and Drug-Free Workplace Certification with IFA
	2.	Deny approval of the agreement
	3.	Take no action
	4.	
PROJECT TIMELINE	Construction scheduled to begin October 2023 with project complete by March 2024.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approval of this agreement	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Exhibit A - Agreement 3. Exhibit B - Drug-Free Workplace Certification (Appendix B of Agreement)	

GRANT AGREEMENT made as of __th day of _____ 2023 by and between the Indiana Finance Authority (the "Finance Authority"), a body politic and corporate, not a state agency but an independent instrumentality of the State of Indiana (the "State") and City of Fishers, Indiana, a participant as defined in I.C. 5-1.2-2-54 (the "Participant").

RECITALS

1. In accordance with sections I.C. 5-1.2-14 and other applicable State law (the "Authorizing Law"), the State established the Water Infrastructure Assistance Program for Indiana communities.

2. The Authorizing Law authorizes the Finance Authority to make grants (the "Grant") to Participants for water, wastewater, and stormwater projects, as more fully provided in the Authorizing Law.

3. The Participant's project (the "Project") and Grant are more fully described on Appendix A to this Agreement.

4. The Finance Authority has reviewed the Project and the Grant therefor and approved the Project and Grant therefor.

5. The Finance Authority desires to provide the Grant to the Participant for the Project (and for no other purpose), and the Participant desires to receive the Grant from the Finance Authority for the Project (and for no other purpose).

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth in this Agreement, the Finance Authority and the Participant agree that:

ARTICLE I

A. The Finance Authority covenants and agrees with the Participant, subject to this Agreement and State law, including the Authorizing Law, to provide the Grant, as more fully described on Appendix A to this Agreement, to the Participant for the Project, in accordance with the Authorizing Law and this Agreement. The Grant will be disbursed on an as-needed basis upon presentation of accurate and complete claims to the Finance Authority. Unless the Finance Authority consents in writing, no Grant disbursements shall be made more than one year after substantial completion of construction of the Project.

B. Notwithstanding any provision herein to the contrary, the Finance Authority may require the Participant to make available and / or borrow all available funds from loans or other financial assistance, if any, made available to the Participant for the Project from the Finance Authority's wastewater and drinking water revolving loan programs established pursuant to I.C. 5-1.2-10, the Finance Authority's supplemental drinking water and wastewater assistance program established pursuant to IC 5-1.2-11 or the Water Infrastructure Assistance Program, before all or some portion of the Grant is paid to the Participant.

ARTICLE II

The Participant covenants and agrees with the Finance Authority that:

A. The Participant will use the Grant to acquire, construct and equip the Project and for no other purpose without the prior written consent of the Finance Authority. The Participant agrees to undertake and complete the Project in a timely manner and to receive and expend the Grant in accordance with this Agreement.

B. The sum of the Grant and other moneys on hand or available lawfully to the Participant are sufficient to complete the Project, and the Participant understands that the Finance Authority is not in any manner obligated to provide additional grants or any other funds for the Project.

C. The Project is expected to be completed not later than eighteen (18) months after the date of this Agreement. In the event (1) physical construction of the Project has not commenced pursuant to a duly bid and awarded construction contract within six (6) months after the date of this Agreement or (2) the Finance Authority, in its discretion, shall determine that construction of the Project has been abandoned by the Participant, upon notice given to the Participant by the Finance Authority, any further disbursement of the Grant funds may be terminated and any Grant funds paid to the Participant shall be repaid by the Participant to the Finance Authority within 90 days or such longer period agreed to by the Finance Authority.

D. The Participant will use the Grant, and acquire, construct and equip the Project, in accordance with the Authorizing Law. The Participant will maintain and operate the Project in accordance with the Authorizing Law.

E. The Participant will report to the Finance Authority on the Participant's expenditure of the Grant and the status of the Project on the first day of each quarter following the date of this Agreement, and on the first day of every quarter thereafter until the Participant expends all the Grant funds and completes the Project, whichever is later. At the time the Participant completes the Project, the Participant will provide promptly to the Finance Authority a final report (the "Final Report"). All reports to the Finance Authority will be in form and substance satisfactory to the Finance Authority.

F. The Finance Authority and its agents, officers and employees will have ready access at the Participant's offices to the Participant's agents, officers and employees, and its books and records, at all reasonable times from the date of this Agreement to and including the third anniversary of the day the Participant submits to the Finance Authority its Final Report. Upon the Finance Authority's written request therefor, the Participant will promptly provide to the Finance Authority, at no cost to the Finance Authority, certified copies of the Participant's books and records or any portion thereof.

G. The Participant will own and operate and maintain (in good condition) the Project for its useful life (or cause it to be so operated and maintained).

H. The Participant will establish, adjust and maintain rates and charges at levels adequate to maintain sufficient revenues to operate and maintain (in good condition) the Project.

I. To the extent permitted by law, the Participant agrees to indemnify, defend and hold harmless the Finance Authority and its agents, officers and employees from any and all claims and actions of any nature arising out of this Agreement (or any action taken hereunder), the Grant or the Project (or the planning, design, acquisition, construction or equipping or operating of the Project), from all judgments or recoveries resulting therefrom and for all costs in defending or appealing such claims or actions or judgments or recoveries, including court costs and attorneys' fees.

J. The Participant shall develop, certify, implement and maintain an Asset Management Program (including a Fiscal Sustainability Plan) of the Participant that meets IFA Policy Guidelines including applicable requirements of the Authorizing Law. The Participant acknowledges that its agreement to develop, certify, implement and maintain an Asset Management Program (including a Fiscal Sustainability Plan) as provided in this subsection was a condition of the Grant. Unless the Participant's Asset Management Program (including a Fiscal Sustainability Plan) was certified prior to the date of this Agreement, the Participant agrees to submit a certification (on and in a form as provided by the Finance Authority) related to the Participant's Asset Management Program (including a Fiscal Sustainability Plan) prior to submitting its request for a final disbursement of the Grant related to the Project. During the period in which disbursements from the Grant are being made, the Participant further agrees to continue to update, implement and maintain the Participant's Asset Management Program (including a Fiscal Sustainability Plan) to assure it has the financial, managerial, technical, and legal capability to operate and maintain its System consistent with IFA Policy Guidelines including applicable requirements of the Authorizing Law.

ARTICLE III

A. The Finance Authority's obligation to make a disbursement of the Grant funds to the Participant under this Agreement may be terminated at the option of the Finance Authority, without giving any prior notice to the Participant, in the event: (1) the Participant fails to undertake or perform in a timely manner any of its agreements, covenants, terms or conditions set forth herein or in any paper entered into or delivered in connection herewith; or (2) any representation or warranty made by the Participant as set forth herein or in any paper entered into or delivered in connection herewith is materially false or misleading. Any such event shall constitute an event of default. If an event of default occurs, the Finance Authority reserves the right to, in its sole discretion and without giving any prior notice, require the Participant to repay the entirety of the Grant within ninety (90) days of written notice delivered to the Participant.

B. Failure on the part of the Finance Authority in any instance or under any circumstance to observe or perform fully any obligation assumed by or imposed upon the Finance Authority by this Agreement or by law shall not make the Finance Authority liable in damages to

the Participant or relieve the Participant from fully performing any other obligation required of it under this Agreement; provided, however, that the Participant may have and pursue any and all other remedies provided by law for compelling performance by the Finance Authority of such obligation assumed by or imposed upon the Finance Authority. Neither the Finance Authority nor any agent, attorney, member or employee of the Finance Authority shall in any event be liable for damages, if any, for the nonperformance of any obligation or agreement of any kind whatsoever set forth in this Agreement.

C. This Agreement does not create a debt or a liability of the Finance Authority under the constitution of the Finance Authority or a pledge of the faith or credit of the Finance Authority and does not directly, indirectly or contingently obligate the Finance Authority to levy any form of taxation, or to make any appropriation, for the payment or fulfillment of any terms of this Agreement. The Grant shall be funded solely from uncommitted, appropriated and available funds held in the Water Infrastructure Assistance Fund (as defined in the Authorizing Law) or from other sources the Finance Authority, in its sole discretion, may designate. It shall be a condition precedent to the disbursement of the Grant funds or any portion thereof, that there shall be available to the Finance Authority uncommitted funds in an amount sufficient to satisfy the Finance Authority's obligations hereunder in the Water Infrastructure Assistance Fund.

D. When the Finance Authority makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, this Agreement shall be canceled. Any determination by the Finance Authority that funds are not appropriated or otherwise available shall be final and conclusive.

E. Pursuant to Indiana Code 22-9-1-10, the Participant and its contractors, subgrantees or contractors and subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.

F. The Participant hereby covenants and agrees to make a good faith effort to provide and maintain during the term of this Agreement, a drug-free workplace and that it will give written notice to the Finance Authority and the Indiana Department of Administration within ten (10) days after receiving actual notice that an employee of the Participant has been convicted of a criminal drug violation occurring in the Participant's workplace. Failure of the Participant to, in good faith comply with this Paragraph, shall constitute a material breach of this Agreement and shall entitle the Finance Authority to impose sanctions against the Participant including suspension of payments and termination of this Agreement.

ARTICLE IV

A. All appendices to this Agreement are incorporated into this Agreement and made a part of this Agreement.

B. This Agreement may be executed in any number of counterparts, each of which shall be executed by the Finance Authority and the Participant, and all of which shall be regarded for all purposes as one original and shall constitute one and the same instrument.

C. The Participant will give any notice or other writing to the Finance Authority in writing by certified United States mail, postage prepaid or hand delivery to the Indiana Finance Authority, SRF Programs, 100 North Senate, Room 1275, Indianapolis, Indiana 46204, Attention: Director of Environmental Programs, or such other persons or address as shall be given properly to the Finance Authority. The Finance Authority may give any notice or other writing to the Participant by first-class United States mail, postage prepaid or hand delivery to the person and address set forth in Appendix A or such other person or address as shall be given properly to the Participant.

D. This Agreement will be construed in accordance with State law. Any claim or action must be brought in the courts of the State.

E. No amendment of this Agreement will be valid unless duly authorized, executed and delivered by the Participant and the Finance Authority.

F. Neither this Agreement, nor the Grant may be assigned by the Participant without the prior written consent of the Finance Authority and any attempt at such an assignment without such consent shall be void.

G. This Agreement contains the entire agreement between the parties hereto and there are no promises, agreements, conditions, undertakings, warranties and representations, either written or oral, expressed or implied between the parties hereto other than as herein set forth. It is expressly understood and agreed that except as otherwise provided herein this Agreement represents an integration of any and all prior and contemporaneous promises, agreements, conditions, undertakings, warranties and representations between the parties hereto.

H. Neither the failure nor the delay of the Finance Authority to exercise any right, power or privilege under this Agreement shall operate as a waiver thereof or shall any single or partial exercise of any right, power or privilege preclude any further exercise of any other right, power or privilege.

I. The Participant agrees to pay (a) the fees, costs and expenses in connection with making the Grant (including attorneys' fees incurred by the Finance Authority, which may be paid from the Grant) and (b) any and all costs and expenses, including attorneys' fees, incurred by the Finance Authority in connection with the enforcement of this Agreement, in the event of the breach by the Participant of or a default under this Agreement.

J. The undersigned attests, subject to the penalties of perjury, that he/she is an authorized officer or representative of the Participant, that he/she has not, nor has any other officer or representative of the Participant, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive pay, and that the undersigned has not received or paid any sum of money or other consideration

for the execution of this agreement other than that which appears upon the face of the agreement or is a payment to lawyers, accountants and engineers by the Participant related to customary services rendered in connection with the Grant.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or officials, all as of the date first above written.

CITY OF FISHERS, INDIANA

“Participant”

By: _____
Printed:
Title:

Attest: _____

INDIANA FINANCE AUTHORITY

By: _____
James P. McGoff
Director of Environmental Programs

APPENDIX A: Project Description and Grant Amount
APPENDIX B: Indiana Drug Free Workplace Certification

APPENDIX A
Project, Grant

1. The Project. The Project shall be to provide funding for the following: The proposed project will provide sanitary sewer service to the Rosanna Village neighborhood. The project will install a low-pressure wastewater system throughout the neighborhood. The project will include installation of grinder pump stations, low pressure force main, sanitary lateral modifications, and various other required structures such as air relief, flushing, etc. The project serves 26 homes that are using septic systems for wastewater treatment. The septic systems are aged and experiencing failure. The septic systems will be abandoned.

2. Grant – \$1,500,000

3. Participant's Notice Address: City of Fishers
 1 Municipal Drive
 Fishers, IN 46038

[End of Appendix A]

APPENDIX B

STATE OF INDIANA DRUG-FREE WORKPLACE CERTIFICATION

Pursuant to Executive Order No. 90-5, April 12, 1990, issued by Governor Evan Bayh, the Indiana Department of Administration requires the inclusion of this certificate in all contracts with and grants from the State of Indiana in excess of \$25,000. No award of a contract or grant shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000, shall be valid unless and until this certification has been fully executed by the Contractor or Grantee and attached to the contract or agreement as part of the contract documents. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the contract or agreement and/or debarment of contracting opportunities with the State for up to three (3) years.

The Contractor/Grantee certifies and agrees that it will provide a drug-free workplace by:

(a) Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibitions; and

(b) Establishing a drug-free awareness program to inform employees about (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

(c) Notifying all employees in the statement required by subparagraph (a) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

(d) Notifying in writing the contracting State Agency and the Indiana Department of Administration within ten (10) days after receiving notice from an employee under subdivision (c) (2) above, or otherwise receiving actual notice of such conviction;

(e) Within thirty (30) days after receiving notice under subdivision (c) (2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and

(f) Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (a) through (c) above.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PURJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Printed Name of Organization

Signature of Authorized Representative

Date

Printed Name and Title

APPENDIX B

STATE OF INDIANA DRUG-FREE WORKPLACE CERTIFICATION

Pursuant to Executive Order No. 90-5, April 12, 1990, issued by Governor Evan Bayh, the Indiana Department of Administration requires the inclusion of this certificate in all contracts with and grants from the State of Indiana in excess of \$25,000. No award of a contract or grant shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000, shall be valid unless and until this certification has been fully executed by the Contractor or Grantee and attached to the contract or agreement as part of the contract documents. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the contract or agreement and/or debarment of contracting opportunities with the State for up to three (3) years.

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(a) Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibitions; and

(b) Establishing a drug-free awareness program to inform employees about (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

(c) Notifying all employees in the statement required by subparagraph (a) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

(d) Notifying in writing the contracting State Agency and the Indiana Department of Administration within ten (10) days after receiving notice from an employee under subdivision (c) (2) above, or otherwise receiving actual notice of such conviction;

(e) Within thirty (30) days after receiving notice under subdivision (c) (2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and

(f) Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (a) through (c) above.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PURJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Printed Name of Organization

Signature of Authorized Representative

Date

Printed Name and Title

RESOLUTION NO. R092623G

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS &
SAFETY APPROVING A GRANT AGREEMENT WITH INDIANA FINANCE
AUTHORITY FOR ROSANNA VILLAGE LOW PRESSURE WASTEWATER SYSTEM**

WHEREAS, the Indiana Finance Authority (“IFA”) is authorized to make grants for water, wastewater and stormwater projects (the “Grant Program”);

WHEREAS, the City of Fishers, Hamilton County, Indiana (“Fishers”) has been requested grant funds in the amount of \$1,500,000 (the “Grant Funds”) for the construction of a wastewater project for a low-pressure sanitary sewer system to serve twenty seven (27) of the thirty six (36) homes within the Rosanna Village neighborhood, to include all project components necessary to connect the homes to the sewer (“Project”);

WHEREAS, IFA has approved the Grant Funds for the Project; and

WHEREAS, Fishers now desires to accept the Grant Funds in the amount of \$1,500,000, authorize the execution of the Grant Agreement, attached hereto as Exhibit A and incorporated herein, and the Drug Free Workplace Certification required by IFA, attached hereto as Exhibit B and incorporated herein, and take other actions as set forth herein.

NOW THEREFORE, be it resolved by the City of Fishers Board of Public Works & Safety meeting in regular session as follows:

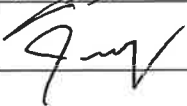
Section 1. The Board hereby accepts the Grant Funds from IFA for the Project.

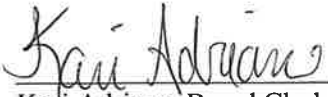
Section 2. The Board hereby authorizes the Mayor and Director of Engineering to execute the Grant Agreement attached as Exhibit A and the Drug Free Workplace Certification attached as Exhibit B, and any and all documents related to the IFA Grant Funds.

Section 3. This Resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

SO RESOLVED by the City of Fishers Board of Public Works & Safety this 26th day of September 2023.

**BOARD OF PUBLIC WORKS & SAFETY,
CITY OF FISHERS
HAMILTON COUNTY, INDIANA**

YAY		NAY	ABSTAIN
	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Jason Meyer, Member		

ATTEST:  DATE: 9/26/23
Kari Adriano, Board Clerk

This instrument prepared by: Lindsey M. Bennett, City Attorney, City of Fishers, Hamilton County, Indiana,
One Municipal Drive, Fishers, Indiana, 46038

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law." /s/ Lindsey M. Bennett

GRANT AGREEMENT made as of 26th day of September 2023 by and between the Indiana Finance Authority (the "Finance Authority"), a body politic and corporate, not a state agency but an independent instrumentality of the State of Indiana (the "State") and City of Fishers, Indiana, a participant as defined in I.C. 5-1.2-2-54 (the "Participant").

RECITALS

1. In accordance with sections I.C. 5-1.2-14 and other applicable State law (the "Authorizing Law"), the State established the Water Infrastructure Assistance Program for Indiana communities.

2. The Authorizing Law authorizes the Finance Authority to make grants (the "Grant") to Participants for water, wastewater, and stormwater projects, as more fully provided in the Authorizing Law.

3. The Participant's project (the "Project") and Grant are more fully described on Appendix A to this Agreement.

4. The Finance Authority has reviewed the Project and the Grant therefor and approved the Project and Grant therefor.

5. The Finance Authority desires to provide the Grant to the Participant for the Project (and for no other purpose), and the Participant desires to receive the Grant from the Finance Authority for the Project (and for no other purpose).

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth in this Agreement, the Finance Authority and the Participant agree that:

ARTICLE I

A. The Finance Authority covenants and agrees with the Participant, subject to this Agreement and State law, including the Authorizing Law, to provide the Grant, as more fully described on Appendix A to this Agreement, to the Participant for the Project, in accordance with the Authorizing Law and this Agreement. The Grant will be disbursed on an as-needed basis upon presentation of accurate and complete claims to the Finance Authority. Unless the Finance Authority consents in writing, no Grant disbursements shall be made more than one year after substantial completion of construction of the Project.

B. Notwithstanding any provision herein to the contrary, the Finance Authority may require the Participant to make available and / or borrow all available funds from loans or other financial assistance, if any, made available to the Participant for the Project from the Finance Authority's wastewater and drinking water revolving loan programs established pursuant to I.C. 5-1.2-10, the Finance Authority's supplemental drinking water and wastewater assistance program established pursuant to IC 5-1.2-11 or the Water Infrastructure Assistance Program, before all or some portion of the Grant is paid to the Participant.

ARTICLE II

The Participant covenants and agrees with the Finance Authority that:

A. The Participant will use the Grant to acquire, construct and equip the Project and for no other purpose without the prior written consent of the Finance Authority. The Participant agrees to undertake and complete the Project in a timely manner and to receive and expend the Grant in accordance with this Agreement.

B. The sum of the Grant and other moneys on hand or available lawfully to the Participant are sufficient to complete the Project, and the Participant understands that the Finance Authority is not in any manner obligated to provide additional grants or any other funds for the Project.

C. The Project is expected to be completed not later than eighteen (18) months after the date of this Agreement. In the event (1) physical construction of the Project has not commenced pursuant to a duly bid and awarded construction contract within six (6) months after the date to this Agreement or (2) the Finance Authority, in its discretion, shall determine that construction of the Project has been abandoned by the Participant, upon notice given to the Participant by the Finance Authority, any further disbursement of the Grant funds may be terminated and any Grant funds paid to the Participant shall be repaid by the Participant to the Finance Authority within 90 days or such longer period agreed to by the Finance Authority.

D. The Participant will use the Grant, and acquire, construct and equip the Project, in accordance with the Authorizing Law. The Participant will maintain and operate the Project in accordance with the Authorizing Law.

E. The Participant will report to the Finance Authority on the Participant's expenditure of the Grant and the status of the Project on the first day of each quarter following the date of this Agreement, and on the first day of every quarter thereafter until the Participant expends all the Grant funds and completes the Project, whichever is later. At the time the Participant completes the Project, the Participant will provide promptly to the Finance Authority a final report (the "Final Report"). All reports to the Finance Authority will be in form and substance satisfactory to the Finance Authority.

F. The Finance Authority and its agents, officers and employees will have ready access at the Participant's offices to the Participant's agents, officers and employees, and its books and records, at all reasonable times from the date of this Agreement to and including the third anniversary of the day the Participant submits to the Finance Authority its Final Report. Upon the Finance Authority's written request therefor, the Participant will promptly provide to the Finance Authority, at no cost to the Finance Authority, certified copies of the Participant's books and records or any portion thereof.

G. The Participant will own and operate and maintain (in good condition) the Project for its useful life (or cause it to be so operated and maintained).

H. The Participant will establish, adjust and maintain rates and charges at levels adequate to maintain sufficient revenues to operate and maintain (in good condition) the Project.

I. To the extent permitted by law, the Participant agrees to indemnify, defend and hold harmless the Finance Authority and its agents, officers and employees from any and all claims and actions of any nature arising out of this Agreement (or any action taken hereunder), the Grant or the Project (or the planning, design, acquisition, construction or equipping or operating of the Project), from all judgments or recoveries resulting therefrom and for all costs in defending or appealing such claims or actions or judgments or recoveries, including court costs and attorneys' fees.

J. The Participant shall develop, certify, implement and maintain an Asset Management Program (including a Fiscal Sustainability Plan) of the Participant that meets IFA Policy Guidelines including applicable requirements of the Authorizing Law. The Participant acknowledges that its agreement to develop, certify, implement and maintain an Asset Management Program (including a Fiscal Sustainability Plan) as provided in this subsection was a condition of the Grant. Unless the Participant's Asset Management Program (including a Fiscal Sustainability Plan) was certified prior to the date of this Agreement, the Participant agrees to submit a certification (on and in a form as provided by the Finance Authority) related to the Participant's Asset Management Program (including a Fiscal Sustainability Plan) prior to submitting its request for a final disbursement of the Grant related to the Project. During the period in which disbursements from the Grant are being made, the Participant further agrees to continue to update, implement and maintain the Participant's Asset Management Program (including a Fiscal Sustainability Plan) to assure it has the financial, managerial, technical, and legal capability to operate and maintain its System consistent with IFA Policy Guidelines including applicable requirements of the Authorizing Law.

ARTICLE III

A. The Finance Authority's obligation to make a disbursement of the Grant funds to the Participant under this Agreement may be terminated at the option of the Finance Authority, without giving any prior notice to the Participant, in the event: (1) the Participant fails to undertake or perform in a timely manner any of its agreements, covenants, terms or conditions set forth herein or in any paper entered into or delivered in connection herewith; or (2) any representation or warranty made by the Participant as set forth herein or in any paper entered into or delivered in connection herewith is materially false or misleading. Any such event shall constitute an event of default. If an event of default occurs, the Finance Authority reserves the right to, in its sole discretion and without giving any prior notice, require the Participant to repay the entirety of the Grant within ninety (90) days of written notice delivered to the Participant.

B. Failure on the part of the Finance Authority in any instance or under any circumstance to observe or perform fully any obligation assumed by or imposed upon the Finance Authority by this Agreement or by law shall not make the Finance Authority liable in damages to

the Participant or relieve the Participant from fully performing any other obligation required of it under this Agreement; provided, however, that the Participant may have and pursue any and all other remedies provided by law for compelling performance by the Finance Authority of such obligation assumed by or imposed upon the Finance Authority. Neither the Finance Authority nor any agent, attorney, member or employee of the Finance Authority shall in any event be liable for damages, if any, for the nonperformance of any obligation or agreement of any kind whatsoever set forth in this Agreement.

C. This Agreement does not create a debt or a liability of the Finance Authority under the constitution of the Finance Authority or a pledge of the faith or credit of the Finance Authority and does not directly, indirectly or contingently obligate the Finance Authority to levy any form of taxation, or to make any appropriation, for the payment or fulfillment of any terms of this Agreement. The Grant shall be funded solely from uncommitted, appropriated and available funds held in the Water Infrastructure Assistance Fund (as defined in the Authorizing Law) or from other sources the Finance Authority, in its sole discretion, may designate. It shall be a condition precedent to the disbursement of the Grant funds or any portion thereof, that there shall be available to the Finance Authority uncommitted funds in an amount sufficient to satisfy the Finance Authority's obligations hereunder in the Water Infrastructure Assistance Fund.

D. When the Finance Authority makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, this Agreement shall be canceled. Any determination by the Finance Authority that funds are not appropriated or otherwise available shall be final and conclusive.

E. Pursuant to Indiana Code 22-9-1-10, the Participant and its contractors, subgrantees or contractors and subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.

F. The Participant hereby covenants and agrees to make a good faith effort to provide and maintain during the term of this Agreement, a drug-free workplace and that it will give written notice to the Finance Authority and the Indiana Department of Administration within ten (10) days after receiving actual notice that an employee of the Participant has been convicted of a criminal drug violation occurring in the Participant's workplace. Failure of the Participant to, in good faith comply with this Paragraph, shall constitute a material breach of this Agreement and shall entitle the Finance Authority to impose sanctions against the Participant including suspension of payments and termination of this Agreement.

ARTICLE IV

A. All appendices to this Agreement are incorporated into this Agreement and made a part of this Agreement.

B. This Agreement may be executed in any number of counterparts, each of which shall be executed by the Finance Authority and the Participant, and all of which shall be regarded for all purposes as one original and shall constitute one and the same instrument.

C. The Participant will give any notice or other writing to the Finance Authority in writing by certified United States mail, postage prepaid or hand delivery to the Indiana Finance Authority, SRF Programs, 100 North Senate, Room 1275, Indianapolis, Indiana 46204, Attention: Director of Environmental Programs, or such other persons or address as shall be given properly to the Finance Authority. The Finance Authority may give any notice or other writing to the Participant by first-class United States mail, postage prepaid or hand delivery to the person and address set forth in Appendix A or such other person or address as shall be given properly to the Participant.

D. This Agreement will be construed in accordance with State law. Any claim or action must be brought in the courts of the State.

E. No amendment of this Agreement will be valid unless duly authorized, executed and delivered by the Participant and the Finance Authority.

F. Neither this Agreement, nor the Grant may be assigned by the Participant without the prior written consent of the Finance Authority and any attempt at such an assignment without such consent shall be void.

G. This Agreement contains the entire agreement between the parties hereto and there are no promises, agreements, conditions, undertakings, warranties and representations, either written or oral, expressed or implied between the parties hereto other than as herein set forth. It is expressly understood and agreed that except as otherwise provided herein this Agreement represents an integration of any and all prior and contemporaneous promises, agreements, conditions, undertakings, warranties and representations between the parties hereto.

H. Neither the failure nor the delay of the Finance Authority to exercise any right, power or privilege under this Agreement shall operate as a waiver thereof or shall any single or partial exercise of any right, power or privilege preclude any further exercise of any other right, power or privilege.

I. The Participant agrees to pay (a) the fees, costs and expenses in connection with making the Grant (including attorneys' fees incurred by the Finance Authority, which may be paid from the Grant) and (b) any and all costs and expenses, including attorneys' fees, incurred by the Finance Authority in connection with the enforcement of this Agreement, in the event of the breach by the Participant of or a default under this Agreement.

J. The undersigned attests, subject to the penalties of perjury, that he/she is an authorized officer or representative of the Participant, that he/she has not, nor has any other officer or representative of the Participant, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive pay, and that the undersigned has not received or paid any sum of money or other consideration

for the execution of this agreement other than that which appears upon the face of the agreement or is a payment to lawyers, accountants and engineers by the Participant related to customary services rendered in connection with the Grant.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or officials, all as of the date first above written.

CITY OF FISHERS, INDIANA

“Participant”

By: 
Printed: Scott Fadness
Title: Mayor

Attest: 

INDIANA FINANCE AUTHORITY

By: _____
James P. McGoff
Director of Environmental Programs

APPENDIX A: Project Description and Grant Amount
APPENDIX B: Indiana Drug Free Workplace Certification

APPENDIX A
Project, Grant

1. The Project. The Project shall be to provide funding for the following: The proposed project will provide sanitary sewer service to the Rosanna Village neighborhood. The project will install a low-pressure wastewater system throughout the neighborhood. The project will include installation of grinder pump stations, low pressure force main, sanitary lateral modifications, and various other required structures such as air relief, flushing, etc. The project serves 26 homes that are using septic systems for wastewater treatment. The septic systems are aged and experiencing failure. The septic systems will be abandoned.

2. Grant – \$1,500,000

3. Participant's Notice Address: City of Fishers
 1 Municipal Drive
 Fishers, IN 46038

[End of Appendix A]

APPENDIX B

STATE OF INDIANA DRUG-FREE WORKPLACE CERTIFICATION

Pursuant to Executive Order No. 90-5, April 12, 1990, issued by Governor Evan Bayh, the Indiana Department of Administration requires the inclusion of this certificate in all contracts with and grants from the State of Indiana in excess of \$25,000. No award of a contract or grant shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000, shall be valid unless and until this certification has been fully executed by the Contractor or Grantee and attached to the contract or agreement as part of the contract documents. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the contract or agreement and/or debarment of contracting opportunities with the State for up to three (3) years.

The Contractor/Grantee certifies and agrees that it will provide a drug-free workplace by:

(a) Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibitions; and

(b) Establishing a drug-free awareness program to inform employees about (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

(c) Notifying all employees in the statement required by subparagraph (a) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

(d) Notifying in writing the contracting State Agency and the Indiana Department of Administration within ten (10) days after receiving notice from an employee under subdivision (c) (2) above, or otherwise receiving actual notice of such conviction;

(e) Within thirty (30) days after receiving notice under subdivision (c) (2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and

(f) Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (a) through (c) above.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PURJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

City of Fishers

Printed Name of Organization



Signature of Authorized Representative

Scott Fadness, Mayor

Printed Name and Title

9/26/2023

Date

APPENDIX B

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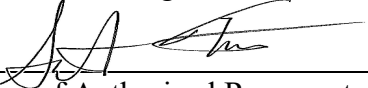
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City of Fishers

Printed Name of Organization



Signature of Authorized Representative

Scott Fadness, Mayor

Printed Name and Title

9/26/2023

Date

Re: City of Fishers (“Political Subdivision”)

Supplemental Amendment to Agreement for Professional Services Relating to Opioids Settlements

The Political Subdivision and Counsel (the “Parties”) entered into an Agreement for Professional Services (“Agreement”) to pursue opioids litigation against various entities (“Opioids Litigation”). The Parties then entered into the attached Amendment to the Agreement, which reduces the payment of contingency fees under the Agreement from 33 1/3% to 8.7% of the Political Subdivision’s total gross recovery to be withheld and distributed as provided by Indiana Code 4-6-15-5 for settlements of Opioids Litigation with defendants McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, and the Johnson & Johnson Defendants (the “Amendment”). The parties now agree that the Amendment shall apply to all settlements of Opioid Litigation that are governed by Indiana Code 4-6-15-1 *et seq.*,

Dated this 26 day of September, 2023.

Political Subdivision: City of Fishers

By: 
Name and Title
Scott Fadness, Mayor

Levin, Papantonio, Rafferty, Proctor,
Buchanan, O’Brien, Barr & Mougey, P.A.
 (“Counsel”)

By: _____
Name and Title



Board Action Form

MEETING DATE	September 26, 2023			
TITLE	A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY TO APPROVE A SUPPLEMENTAL AMENDMENT FOR PROFESSIONAL SERVICES RELATING TO OPIOIDS SETTLEMENT			
SUBMITTED BY	Name & Title: Lindsey Bennett, City Attorney			
	Department:			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☒ Consent	☐ Ordinance	☐ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒ 1 st Reading	☒ 2 nd Reading	☐ Public Hearing	☒ 3 rd Reading
	Ordinance #:		Resolution #: R092623E	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☒ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☐ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	

HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office
APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office	
	☐ Department Head	☐ Finance Committee	
	☐ Deputy Mayor	☐ Technical Advisory Committee	
	☐ Mayor	☐ Other:	
	☒ Legal Counsel – <i>Name of Reviewer: Lindsey M. Bennett</i>		
BACKGROUND (Includes description, background, and justification)	As part of the opioid settlement, the City and its counsel have agreed to amend the attorney contingency fee and reduce the attorney fees from 33 1/3% to 8.7% of the City's total gross recovery.		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:		.
	Expenditure \$:		
	Source of Funds:		
	Additional Appropriation #:		
	Narrative:		
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Approve	
	2.	Deny	
	3.		
	4.		
PROJECT TIMELINE			
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approving the Amendment.		
SUPPLEMENTAL INFORMATION (List all attached documents)	Resolution Amendment		

RESOLUTION NO. R092623E

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS &
SAFETY TO APPROVE A SUPPLEMENTAL AMENDMENT FOR PROFESSIONAL
SERVICES RELATING TO OPIOIDS SETTLEMENT**

WHEREAS, the City of Fishers, Hamilton County, Indiana (“City”) has been actively engaged in pursuing damages caused by the manufacture, sale, and distribution of opioids through outside counsel in multidistrict litigation;

WHEREAS, the City’s counsel negotiated a settlement with defendants McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, and the Johnson & Johnson Defendants; and

WHEREAS, the City and its counsel desire to enter into an amendment to their fee agreement to reduce the attorney fees from 33 1/3% to 8.7% of the City’s total gross recovery which will be withheld and distributed as provided in Ind. Code §4-6-15-5, attached hereto as Exhibit A, and incorporated herein.

NOW, THEREFORE, BE IT RESOLVED, by the City of Fishers Board of Public Works & Safety meeting in regular session as follows:

- Section 1. The Board of Public Works & Safety hereby authorizes the City to enter into the amendment attached hereto as Exhibit A.
- Section 2. The Board hereby authorizes the Mayor to execute any and all documents necessary to complete settlement with McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, and the Johnson & Johnson Defendants.
- Section 3. This Resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

SO RESOLVED, by the City of Fishers Board of Public Works & Safety this 26th day of September 2023.

**BOARD OF PUBLIC WORKS & SAFETY,
CITY OF FISHERS
HAMILTON COUNTY, INDIANA**

YAY		NAY	ABSTAIN
	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Jason Meyer, Member		

ATTEST:  DATE: 9/26/23
Kari Adriano, Board Clerk

This instrument prepared by: Lindsey M. Bennett, City Attorney, City of Fishers, Hamilton County, Indiana,
One Municipal Drive, Fishers, Indiana, 46038

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law." /s/ Lindsey M. Bennett

Re: City of Fishers (“Political Subdivision”)

Supplemental Amendment to Agreement for Professional Services Relating to Opioids Settlements

The Political Subdivision and Counsel (the “Parties”) entered into an Agreement for Professional Services (“Agreement”) to pursue opioids litigation against various entities (“Opioids Litigation”). The Parties then entered into the attached Amendment to the Agreement, which reduces the payment of contingency fees under the Agreement from 33 1/3% to 8.7% of the Political Subdivision’s total gross recovery to be withheld and distributed as provided by Indiana Code 4-6-15-5 for settlements of Opioids Litigation with defendants McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, and the Johnson & Johnson Defendants (the “Amendment”). The parties now agree that the Amendment shall apply to all settlements of Opioid Litigation that are governed by Indiana Code 4-6-15-1 *et seq.*,

Dated this 26 day of September, 2023.

Political Subdivision: City of Fishers

By: 
Name and Title
Scott Fadness, Mayor

Levin, Papantonio, Rafferty, Proctor,
Buchanan, O’Brien, Barr & Mougey, P.A.
 (“Counsel”)

By: _____
Name and Title