



CITY OF NEW HAVEN

P.O. Box 570
815 Lincoln Highway East
(260) 748-7010 (260) 748-7075 Fax
www.newhaven.in.gov

AGENDA

Board of Public Works & Safety Regular Agenda

August 5, 2025, at 9:00 AM

City Hall Community Room

815 Lincoln Highway E.

I. CALL TO ORDER

- A. Pledge of Allegiance
- B. Roll Call
- C. Approval of Minutes from the previous meeting
 - A. 07/15/2025 minutes

II. NEW BUSINESS

Mayor-City Hall

- B. Approval of Havel quote in the amount of \$4,566.59 for TXV replacement for chiller
- C. Approval of Shambaugh invoice #14285001 in the amount of \$29,618.00 for VAV Replacement.
- D. Approval of Teleweb Proposal for phone system.

Clerk-Treasurer

- E. Approval of position change for Laney Barrow from HR Generalist to HR Director with a biweekly salary of \$2,704.00 effective 8/10/2025.

Engineering Department

- F. Approval of UNI Informatics inv #2025-40-001 in the amount of \$42,600.00 for CIP Database
- G. Approval of E&B Paving inv #30065493 in the amount of \$132,630.00 for Broadway Street Sidewalk Rehabilitation Project
- H. Approval of USI inv. #25059 in the amount of \$1,988.00 for Doyle Rd & Dawkins Rd Overpass.

- I. Approval of USI inv. #25093 in the amount of \$32,074.00 for Linden Rd and Rose Ave. Roundabout. (Des. #2300608)
- J. Approval of Wessler Inv. #47459 in the amount of \$6,752.10
- K. Approval of Wessler Inv. #47461 in the amount of \$5,336.85 for Tanglewood Rd.
- L. Approval of Wessler Inv. #47462 in the amount of \$1,122.55 for Hartzell Road.
- M. Approval of Wessler Inv. #47467 in the amount of \$12,527.30 for New Haven CSO LTCP Update.
- N. Approval of VS Engineering Inv. #581602 in the amount of \$4,360.00 for Sherbrook Dr. Reconstruction.
- O. Approval of Crosby CO #4 for Tanglewood Sanitary Sewer Replacement.
- P. Approval of BF&S Inv. #108929 in the amount of \$1,190.56 for Lincoln Hwy Trail - Inspection.
- Q. Approval of Crosby Inv. #5057 in the amount of \$250,812.92 for Tanglewood Sanitary Sewer Project.
- R. Approval of Lochmueller Inv. #820160 in the amount of \$25,104.53 for Sunnymede Stormwater Improvements.
- S. Approval of Lochmueller invoice #800147 in the amount of \$45,272.51 for Sunnymede Stormwater Improvements.

Planning

Economic & Community Development

- T. Approval of EV-25-13 New Haven High School Homecoming Parade
- U. Approval of Purchase and Sale Agreement
- V. Approval of EV-25-14 New Haven Fieldhouse Groundbreaking Event.

Police

Public Works/Utility

- W. Approval of BF&S Contract
- X. Approval of Dukes Root Control Contract
- Y. Approval of Abonmarche Contract
- Z. Approval of Brown Equipment Service Order #SO37592 in the amount of \$29,695.05

for Service.

AA. Approval of SealMaster invoice #85570-0001

III. OLD BUSINESS

IV. ANY OTHER BUSINESS THAT MIGHT COME BEFORE THE BOARD

V. ADJOURNMENT

Meetings are archived and can be viewed live at <https://newhavenin.portal.civicclerk.com/>.

July 15th, 2025

REGULAR MEETING MINUTES OF THE BOARD OF
PUBLIC WORKS AND SAFETY OF THE CITY OF NEW HAVEN, INDIANA

The Board of Public Works and Safety of the City of New Haven, Indiana met in a regular session at the New Haven City Hall Community Room on July 15th, 2025, at the hour of 9:00 A.M.

The meeting was called to order by Bob Byrd, who presided.

Presiding Officer Bob Byrd asked everyone to stand for the Pledge of Allegiance.

Title VI Statement

On the checking of roll, the following members were shown to be present or absent as follows:

Present: Sara Swihart, and Bob Byrd

Absent: Steve McMichael

The claim registers for payroll and vendor checks written since the last regularly scheduled meeting were presented to the board and signed by the Board. Vendor checks will be mailed out on Wednesday, July 16th, 2025.

Sara Swihart made a motion to approve the minutes from the previous regular meeting. Bob Byrd seconded the motion, and the motion was approved.

Under new business item A, was the approval of Havel quote in the amount of \$8,511.00 for service to the second floor HVAC system. Bob Byrd made a motion to approve the Havel quote in the amount of \$8,511.00 for service to the second floor HVAC system. Sara Swihart seconded the motion, and the motion was approved.

Under new business item B, was the approval of API CO #4, time extension for CCMG 2024-01 (Tanglewood streets). Sara Swihart made a motion to approve API CO #4, time extension for CCMG 2024-01 (Tanglewood streets). Bob Byrd seconded the motion, and the motion was approved.

Under new business item C, was the approval of Bunn Pay App.#9 in the amount of \$155,278.31 for Edgerton Rd. watermain improvements. Bob Byrd made a motion to approve Bunn Pay App.#9 in the amount of \$155,278.31 for Edgerton Rd. watermain improvements. Sara Swihart seconded the motion, and the motion was approved.

Under new business item D, was the approval of Michiana Quote in the amount of \$45,651.67 for additional lighting installation on Lincoln Hwy. at Minnich Rd. Bob Byrd made a motion to table the Michiana Quote in the amount of \$45,651.67 for additional lighting installation on Lincoln Hwy. at Minnich Rd. Sara Swihart seconded the motion, and the motion was approved.

Under new business item E, was the approval of invoices:

i. VS Engineering

a. Approval of VS Engineering invoice #581601 in the amount of \$4,360.00 for Sherbrook Dr. reconstruction. Sara Swihart made a motion to approve VS Engineering invoice #581601 in the amount of \$4,360.00 for Sherbrook Dr. reconstruction. Bob Byrd seconded the motion, and the motion was approved.

ii. DLZ

a. Approval of DLZ invoice #606012 in the amount of \$250.00 for stormwater review. Bob Byrd made a motion to approve DLZ invoice #606012 in the amount of \$250.00 for stormwater review. Sara Swihart seconded the motion, and the motion was approved.

b. Approval of DLZ invoice #606015 in the amount of \$12,455.12 for South Maplecrest Rd. LPA 80/20 Design. (Des #2100622). Sara Swihart made a motion to approve DLZ invoice

#606015 in the amount of \$12,455.12 for South Maplecrest Rd. LPA 80/20 Design. (Des #2100622). Bob Byrd seconded the motion, and the motion was approved.

iii. API Construction

a. Approval of API invoice #19368 in the amount of \$686,393.01 for CCMG 2024-01 (Pay App #4). Bob Byrd made a motion to approve API invoice #19368 in the amount of \$686,393.01 for CCMG 2024-01 (Pay App #4). Sara Swihart seconded the motion, and the motion was approved.

b. Approval of API invoice #19369 in the amount of \$117,318.26 for CCMG 2024-01 Retainage Reduction. (Pay App #5). Sara Swihart made a motion to approve API invoice #19369 in the amount of \$117,318.26 for CCMG 2024-01 Retainage Reduction. (Pay App #5). Bob Byrd seconded the motion, and the motion was approved.

c. Approval of API invoice #19373 in the amount of \$92,640.00 for Lincoln Hwy Trail Project. (Pay App #8-Retainage. Sara Swihart made a motion to approve API invoice #19373 in the amount of \$92,640.00 for Lincoln Hwy Trail Project. (Pay App #8-Retainage. Bob Byrd seconded the motion, and the motion was approved.

d. Approval of API invoice #19370 in the amount of \$300,171.39 for Lincoln Hwy Trail Project (Pay App #7). Bob Byrd made a motion to approve API invoice #19370 in the amount of \$300,171.39 for Lincoln Hwy Trail Project (Pay App #7). Sara Swihart seconded the motion, and the motion was approved.

iv. Lochmueller Group

a. Approval of Lochmueller invoice #820031 in the amount of \$13,705.35 for New Haven Sunnymede stormwater improvements. Sara Swihart made a motion to approve Lochmueller invoice #820031 in the amount of \$13,705.35 for New Haven Sunnymede stormwater improvements. Bob Byrd seconded the motion, and the motion was approved.

Under new business item F, was the approval of Abonmarche invoice #159043 in the amount of \$6,799.91 for services rendered through 06/15/2025. Bob Byrd made a motion to approve Abonmarche invoice #159043 in the amount of \$6,799.91 for services rendered through 06/15/2025. Sara Swihart seconded the motion, and the motion was approved.

Under new business item G, was the approval of a salary increase for Stephanie Schortgen from \$23.95 to \$24.79 hourly effective on 4/14/2025. Sara Swihart made a motion to amend the agenda to change the effective date from 4/14/2025 to 07/14/2025. Bob Byrd seconded the motion, and the motion was approved. Sara Swihart made a motion to approve a salary increase for Stephanie Schortgen from \$23.95 to \$24.79 hourly effective on 7/14/2025. Bob Byrd seconded the motion, and the motion was approved.

Under new business item H, was the approval for a salary increase for Karma Rowe from \$26.74 to \$28.25 effective 7/14/2025. Sara Swihart made a motion to approve a salary increase for Karma Rowe from \$26.74 to \$28.25 effective 7/14/2025. Bob Byrd seconded the motion, and the motion was approved.

Under new business item I, was the approval of Northeast Indiana Regional Partnership, Inc. invoice #15453 in the amount of \$10,000.00 for Annual Investment Commitment. Bib Byrd made a motion to approve Northeast Indiana Regional Partnership, Inc. invoice #15453 in the amount of \$10,000.00 for Annual Investment Commitment. Sara Swihart seconded the motion, and the motion was approved.

Under new business item J, was the approval of new hire Leroisha Benson as part-time All-Abilities Coordinator effective on 7/21/2025 with a starting pay rate of \$20.00 an hour. Sara Swihart made a motion to approve the new hire of Leroisha Benson as part-time All-Abilities Coordinator effective on 7/21/2025 with a starting pay rate of \$20.00 an hour. Bob Byrd seconded the motion, and the motion was approved.

Under new business item K, was the approval of Event EV-25-12 Emergency!! The Ultimate First Responder Event. Bob Byrd made a motion to approve Event EV-25-12 Emergency!! The Ultimate First Responder Event. Sara Swihart seconded the motion, and the motion was approved.

Under new business item L, was the approval of the New Haven Police Department Evidence Policy. Bob Byrd made a motion to approve the New Haven Police Department Evidence Policy. Sara Swihart seconded the motion, and the motion was approved.

Under new business item M, was the approval to dispose of a 1987 armored truck, vin 1HTLDWPP0HH510503. Sara Swihart made a motion to approve the disposal of a 1987 armored truck, vin 1HTLDWPP0HH510503. Bob Byrd seconded the motion, and the motion was approved.

Under new business item N, was the approval of EJP invoice #6509644 in the amount of \$46,709.61 for the water fill station. Bob Byrd made a motion to approve EJP invoice #6509644 in the amount of \$46,709.61 for the water fill station. Sara Swihart seconded the motion, and the motion was approved.

Under new business item O, was the approval to acquire Georgian Park sewer system. Sara Swihart made a motion to approve to acquire Georgian Park sewer system. Bob Byrd seconded the motion, and the motion was approved.

Sara Swihart made a motion to adjourn the meeting, Bob Byrd seconded the motion, and the motion was approved.

Presiding Officer
Bob Byrd

Clerk Treasurer
Angela Hamrick

QUOTATIO

TO: New Haven City Hall
815 Lincoln Hwy E
New Haven, IN 46774

FOR: Replace TXV for Chiller

QUOTE: 202502339

DATE: 7/10/25

PAGE: 1 of 2

ATTN: Richard Lower

PHONE:

EMAIL: rlower@newhaven.in.org

Havel is pleased to present a quote for the following Scope of Work for:

- Recover the refrigerant to make repairs.
- Replace TXV and Dryer core.
- Pressure test, vacuum, and recharge system using refrigerant recovered to make repairs.

Total Material	\$2,266.59
Total Labor	\$2,160.00
Truck Trips	\$140.00
Total Parts and Labor	\$4,566.59

Any refrigerant that may be needed will be subject to additional charge

I WISH TO THANK YOU FOR THE OPPORTUNITY TO SERVE YOU

As a condition of this project, payments are to be made on a job progress basis. Payments must be made upon receipt of invoice. Changes or alterations from the above proposal involving extra costs for material or labor will be in addition to the proposed amount. This proposal is the property of Havel Bros. and is provided for the Customer's use only. This proposal is subject to management approval by Havel Bros. This proposal including terms, conditions and Schedule(s) attached, will constitute the entire agreement between us. No waiver, change or modification of any terms or conditions shall be binding on Havel Bros. unless made in writing and signed by authorized management of Havel Bros.

This quotation is accepted by:

Date: _____

If you have any questions, please feel free to give me a call. Thank you,

Steve Bailey

Steve Bailey, Project Operations Manager
PH: 260-409-5249
sbailey@shambaugh.com

Quotation subject to negotiation after 15 days

HAVEL IS COMMITTED TO SAFETY. FOR QUESTIONS ON OUR SAFETY PROGRAM,
PLEASE CALL TOM O'CONNOR, CORPORATE SAFETY DIRECTOR, 1-800-234-9988

→ Bond

APPLICATION FOR PAYMENT

TO OWNER: CITY OF NEW HAVEN
815 LINCOLN HWY EAST
NEW HAVEN, IN 46774
FROM CONTRACTOR: Shambaugh & Son, L.P
P.O. Box 1287
Fort Wayne, IN 46801
CONTRACT FOR: NHPS VAV Replacement

PROJECT: NHPS VAV Replacement
815 LINCOLN HWY EAST
NEW HAVEN, IN 46774-
ARCHITECT:

APPLICATION NO.: 1
PERIOD TO: 04/30/2025
PROJECT #s:
CONTRACT DATE:
CUSTOMER #: 48068
OUR JOB #: 142850
INVOICE #: 14285001
OWNER
ARCHITECT

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
Continuation Page is attached.

1. ORIGINAL CONTRACT AMOUNT	29,618.00
2. NET CHANGE BY CHANGE ORDER	0.00
3. CONTRACT AMOUNT TO DATE (Line 1 +/- 2)	29,618.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G on Continuation Page)	29,618.00
5. RETAINAGE: a. 0.00 of Completed Work (Columns D + E on Continuation Page) b. 0.00 of Stored Material (Column F on Continuation Page)	0.00 0.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 minus Line 5 Total)	29,618.00
7. LESS PREVIOUS APPLICATIONS FOR PAYMENT (Line 6 from prior Application)	0.00
8. CURRENT PAYMENT DUE	29,618.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6)	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	0.00	0.00
Total approved this month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES by Change Order	0.00	

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: Shambaugh & Son, L.P

By: Erik T. Brandt
State of: IN
County of: Allen
Subscribed and sworn to before me this 21 day of April 2025

Treasurer

Date: 04/21/2025

SARAH STURM, Notary Public
Allen County, State of Indiana
Commission Number NP0735486
My Commission Expires September 30, 2029



Notary Public: Sarah Sturm
My commission Expires: 30-Sep-2029

ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

AMOUNT CERTIFIED
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Page that are changed to conform to the amount certified.)

ARCHITECT:

By: Date:

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or contractor under the Contract Documents or otherwise.

CONTINUATION PAGE

APPLICATION FOR PAYMENT

PROJECT: 142850

APPLICATION NO.: 1

containing Contractor's signed Certification is attached

NHPS VAV Replacement

APPLICATION DATE: 04/21/2025

Use Column I when variable retainage for line items may apply.

PERIOD TO: 04/30/2025

PROJECT #s:

A ITEM #	B WORK DESCRIPTION	C SCHEDULED VALUE	D COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G		H BALANCE TO COMPLETION (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED (D + E + F)	% (G / C)		
001	MOBILIZATION	\$1,150.00	\$0.00	\$1,150.00	\$0.00	\$1,150.00	100%	\$0.00	\$0.00
002	ENGINEERING	\$1,150.00	\$0.00	\$1,150.00	\$0.00	\$1,150.00	100%	\$0.00	\$0.00
003	SUBMITTALS	\$1,071.00	\$0.00	\$1,071.00	\$0.00	\$1,071.00	100%	\$0.00	\$0.00
004	DEMO	\$2,300.00	\$0.00	\$2,300.00	\$0.00	\$2,300.00	100%	\$0.00	\$0.00
005	SHEETMETAL	\$6,876.00	\$0.00	\$6,876.00	\$0.00	\$6,876.00	100%	\$0.00	\$0.00
006	INSULATION	\$1,072.00	\$0.00	\$1,072.00	\$0.00	\$1,072.00	100%	\$0.00	\$0.00
007	ELECTRICAL	\$7,180.00	\$0.00	\$7,180.00	\$0.00	\$7,180.00	100%	\$0.00	\$0.00
008	TEMP CONTROLS	\$5,547.00	\$0.00	\$5,547.00	\$0.00	\$5,547.00	100%	\$0.00	\$0.00
009	TEST & BALANCE	\$857.00	\$0.00	\$857.00	\$0.00	\$857.00	100%	\$0.00	\$0.00
010	HVAC EQUIPMENT	\$2,415.00	\$0.00	\$2,415.00	\$0.00	\$2,415.00	100%	\$0.00	\$0.00
	TOTALS		\$0.00	\$29,618.00	\$0.00	\$29,618.00	100%	\$0.00	\$0.00

CONTINUATION PAGE FOR APPLICATION FOR PAYMENT



Voice Over IP Solutions

317-249-8488
www.telewebtech.com

April 3, 2025

Jacob Plas
815 Lincoln Highway East
New Haven, IN 46774

PROPOSAL

Hello Jacob:

Thank you for the opportunity to provide you with a proposal to provide the city of New Haven with a new IP-PBX phone system including an Interactive Voice Response system (IVR). We are recommending the use of a cloud-based system where the software PBX will be hosted on a PRIVATE SERVER in the cloud on the Amazon Web Services platform.

The private server is secure and eliminates the possibility of “over-subscription” as found in other cloud-based PBX systems. It also remains active in the event you lose connectivity to the internet. If you lose local internet, calls will still come into the PBX, but not your handsets. In that case, we can deliver calls to any internet-connected device using wifi or cellular data (ie. Smartphones, tablets, computers). With our LTE fail-over system we can also keep the local handsets working during a service provider outage.

Other advantages of this system include:

- Communicate from many devices: desk phones, computers, smartphones/tablets, web browser interface.
- Easy moves/adds/changes included with your service
- Easy expansion for other locations – your phone system is not limited by physical location. If you decide to open locations in other cities, the simple addition of phones and extensions to your existing 3CX system will have your new location ready for business in a matter of a few days, utilizing any phone number you choose for that location.
- Full-featured call reporting
- CRM integration
- Free SECURE video conferencing included (browser-based on computers, apps on phones/tablets)
- Live chat from your website or Facebook page (text chats to your portal for CSR response or assignment)
- Send text messages from your business phone number
- Call Center Solution: Call queues to individuals or groups. Guarantee no calls are missed.
- Click2Call functionality from CRM and many apps

To eliminate any possible downtime, we will install the new system and run it in parallel with your existing phone system. This gives us the opportunity to make sure your users are comfortable with the operation of the new system before taking it “live.” When you are ready, we

will order the transfer of your phone number(s) to our system. At that point there is a possibility of a momentary lack of service as the transfer occurs. We warn people that it could be 20 minutes, but we generally see much less... usually 3-5 minutes max. We can schedule the transfer to take place during a slow period.

This proposal is an estimate as we normally will uncover additional needs during the implementation.

For implementation, the sequence of events would be as follows:

- You accept our proposal and execute our service agreement
- TeleWebTech builds your cloud-based PBX server and orders any hardware needed
- TeleWebTech installs the new phone system
- We train you on the use of the new system
- When you feel ready for the new system we port your phone numbers to our carrier
- You are up and running with a world-class phone/video conference system with IVR

Please contact us if you have any questions about this proposal.

We look forward to working with you.

Regards...

Neal Upton
President
nupton@telewebtech.com
317-249-8488 x1005

Hardware, Configuration/Installation and Training:

TeleWebTech will provide a Session Border Controller that provides us the ability to support your system remotely and can function as a fail-over PBX in the unlikely event that the AWS server malfunctions. A SBC will be required at any location that will have desk phones. This device also manages the encryption of all communications traffic.

2) ATA for Analog Fax	\$98.00
1) SBC	\$250.00/ea

CONFIGURATION/INSTALLATION: Configuration will largely be done at our offices, as the PBX will be located in the cloud. On-site installation will include installing the SBC, connecting the phones, setting up your extensions and IVR, and training you on the system. The building of call queues and development of the dispatch screen will be invoiced separately.

TRAINING: Includes a tour of the handsets, softphone application, mobile and web apps, IVR and any other questions you have about the 3CX system. COST: \$2700.00

INSTALLATION TOTAL: \$3,048.00

Excluding the cost of any additional required SBCs (external building sites)

Monthly Phone Service:

CLOUD-BASED PBX PLATFORM \$796.00
3CX PRO Server software, AWS server hosting: Includes server software licensing/updates, remote technical support for PBX and/or connection problems.

16 SIMULTANEOUS VOIP PHONE CONNECTIONS: \$420.00
Includes VoIP connections for your phones and remote technical support for handset-related problems that may arise. (You are not limited to 16 simultaneous phone calls. We use this number for planning bandwidth usage). Includes 5000 minutes per month. Over 5000 minutes per month, there is a charge of \$.02 per minute.

Though you will have administrative access to the cloud portal all adds moves and changes are included in the monthly fee. Part of our training will include a run-through of the admin console.

MONTHLY SERVICE TOTAL *(not including fees/tariffs on phone connections only, estimated at 17%)* **\$1216.00**

OPTIONAL – Cloud Recovery:

Cloud Recovery protects your WIRED internet connectivity in the event of a Comcast internet outage. It uses AT&T cellular 5G data to automatically switch over in the event of an internet outage. In the event of a power and internet outage, the 5G will keep your data network connected and your phones working for as long as your UPS lasts to keep your computers on. Your phones will fail-over to whatever cellular devices (smart phones) you have designated.

Cloud Recovery **\$95.00 month**
Requires additional hardware and installation

LTE router	\$180
Fail-over Router	\$120
LTE Antenna	\$28
Labor	\$250.00 (1h)

Subtotal (hardware/installation) **\$518.00**

Support Services: Remote support Monday-Friday from 8am to 8pm is included as part of your monthly service. This includes moves/adds and changes. Most support issues can be resolved remotely, especially with the use of the Session Border Controller. Should we need to come on site for support, it is billable at \$235 per hour (minimum 1 hour with travel). Outside of normal business hours (8-5 M-F) the on-site support rates double.

Purchase of phones: We don't resell commodity items such as phones. You have many options for communication devices:

- Cordless phones with charging base
- Wired desk phones
- Wireless desk phones
- Computer (PC, Mac, Linux – applications available for all platforms)
- Smart phone or tablet (iOS, Android, etc. – Apps available for all platforms)

Here are links to purchase several of the phones we recommend:

As most of the functionality of the system is in the PBX multiline handsets are rarely needed.

Stationary WIRED desk phones to be used where you have network cabling.

Yealink T31-G phones.

With the use of a POE switch you will not need power adapters for the phones, saving clutter, extra ac plugs, and the cost of the adapters.

<https://a.co/d/37seGUR>

Stationary WiFi desk phones for use in the offices without network cabling

Yealink T54w wifi phone (requires power adapter)

<https://a.co/d/1zhiVMZ>

Power adapter

<https://www.amazon.com/Yealink-PS5V1200US-Phone-Supply-Adapter/dp/B00CF2XHM4/>

Cordless Phones:

Yealink cordless phones with charging base... set bundle:

<https://a.co/d/3K9OqTH>

Conference Phone

Yealink CP925-WirelessMic Conference IP Phone

<https://a.co/d/iYMtWuS>

Date: 4/9/25 Name: Laney BarrowPosition: HR DirectorDepartment: CTEffective Date of Transaction: 8/10/2025Board Approval: Yes ☒ No ☐ Date: 8/5/2025

New Hire: ☐ Leave of Absence: ☐
 Name Change: ☐ Rehire: ☐
 Status Change: ☒ Termination: ☐
 Seasonal Return: ☐ Deceased: ☐

Street Address: _____

City: _____

State: _____ Zip Code: _____

Phone # _____ D.O.B.: _____

Email Address: _____

Full Time ☒ Part-Time ☐ Seasonal ☐

Basis of pay:

Hourly Rate: \$ 27.54 Salary \$ _____

Salary Change:

☒ Salary Change: From: Hourly rate
 To: \$2,704.00

☐ Retroactive Pay: Effective: _____

☐ Job Title: From: _____
 To: _____

SUSPENSION/ LEAVE☐ Suspension w/out pay

To: _____ From: _____

☐ Leave of Absence:

☐ FMLA ☐ W/C ☐ Short Term Dis

To: _____ From: _____

☐ Other: _____ Date: _____**APPROVAL SIGNATURES & DATE**

[Signature] 7/30/25 Dpt Head & Date

[Signature] 7/30/25 HR & Date

[Signature] 7/30/25 CT & Date

Payroll completed by: _____

Date: _____

SUSPENSION/ LEAVE NOTES

Invoice #: 2025-40-001

July 14, 2025

Mr. Rick Kruchten, PMP
City of New Haven

Regarding: CIP Database
Software-as-a-Service (SaaS) Annual Subscription 2025-2026

Project Name: City of New Haven CIP

Current Billing Period: May 01, 2025 to April 30, 2026
Invoiced Support Hours: 40.00
Support Fee Billing (@\$165/hr): \$6,600.00
SaaS Subscription Fee: \$36,000.00
Total Amount due this Invoice: \$42,600.00

Rates: see attached pages

Total Authorized Compensation: \$42,600.00
Payments received: \$0.00
Previous Cumulative Billing: \$0.00
Remaining Compensation Amount: \$0.00

Thank you for your business.
Sincerely,



Una Park
Principal
Unified Informatics LLC
upark@unified-informatics.com



James E. Lutterbach, PE
Principal
Unified Informatics LLC
jlutterbach@unified-informatics.com

Bill To
City of New Haven
Mr. Rick Kruchten, PMP

On-Call Assignment Applied to Project
Software as a Service Subscription

Invoice	
Date	Invoice #
7/14/2025	2025-40-001

From	To
5/1/2025	4/30/2026

TABLE 2: Service Summary Totals

Project	Service	Total Hours	Total Amount
NHV	CIP Database - Annual Subscription Fee	- -	\$ 36,000.00
NHV	Unified Informatics Support Fee	40.00	\$ 6,600.00
Service Billing Summary Total		40.00	\$ 42,600.00



Phone: (765) 643-5358 Fax (765) 643-0699

ATTN : Rick Kruchten

E&B JOB # 30251100

TOTAL DUE	132,630.00
RETAINAGE	\$ -
NET DUE=	\$ 132,630.00

A 1 ½ % percent monthly finance charge may be applied to all past due accounts. This computes to an annual rate of 18%. If any amount due for services or materials provided by E & B Paving, Inc. is not fully paid within 30 days from the date such services or materials were provided, it is agreed and understood that all costs and expenses incurred by E & B Paving, Inc., relating to the collection of such amounts, will be recoverable by E & B Paving, Inc.

**LPA INVOICE VOUCHER**

State Form 52663 (R2 / 6-16)

INDIANA DEPARTMENT OF TRANSPORTATION

Approved by State Board of Accounts, 2016

Approved by Auditor of State, 2016

INDOT USE ONLY

PS Receipt No. _____

PS Voucher ID No. _____

INDOT Invoice No. _____

LPA'S NAME AND REMIT TO ADDRESS

City of New Haven
PO Box 570
New Haven, IN 46774

PO Number

0020128789

Net Amount of Claim

\$ 25,659.20

Vendor Code

0000060572

CFDA Number

20.205TO: **INDIANA DEPARTMENT OF TRANSPORTATION**CARE OF: **Fort Wayne District Program Coordinator**ADDRESS: **5333 Hatfield Road****Fort Wayne, Indiana 46808****EXEMPT PER I.C. 5-17-5-2**

PO Number	Invoice Number	Amount
0020128789	25093	\$32,074.00
0020128789		
0020128789		

1	Claim No.	13	Des. No.	2300608		
2	This claim voucher is for: Preliminary Engineering					
3	Project Description: City of New Haven Linden Rd and Rose Ave RAB					
4	Period covered by this claim.		From:	6/1/2025	To:	6/30/2025
5	Gross amount of previous claims.		\$	221,954.25		
6	Net amount of previous claims.		\$	177,563.40		
7	This (is) (is not) a final claim.		IS NOT FINAL			
8	Gross amount of this claim.		\$	32,074.00		
9	Federal Share Reimbursable (Line 8 x Fed. %)		80 %	\$	25,659.20	
10	Net amount of claim.			\$	25,659.20	
11	I am aware of the project end date (this may or may not be the same as the PO end date). Yes, LPA is aware of the Project End Date.					
12	My last reimbursement request was within the last six (6) months. Yes Note: If funds are removed, no reimbursement will be given.					

RECOMMENDED FOR APPROVAL

INDOT OFFICIAL INITIATING THE CHARGE

DATE (Month, Day, Year)

I certify that this claim is correct and valid and is a proper charge against the State Agency indicated.

Authorized Signature of State Agency

Date (Month, Day, Year)

Pursuant to the provisions of Indiana Code 5-1-10-1, I hereby certify that the amount claimed is legally due after allowing all just credits, and that no part of the said has been paid.

Signature of Vendor

Official Title

Date (Month, Day, Year)



8415 E. 56th Street
Indianapolis, IN 46216
(317) 544.4996

moving **INFRASTRUCTURE** forward >>

INVOICE

City of New Haven
Attn: Rick Kruchten, PMP
815 Lincoln Hwy East
New Haven, IN 46774

Invoice number 25093
Date 07/18/2025

Project 20230081 NEW HAVEN: LINDEN RD AND
ROSE AVE RAB (DES. 2300608)

Professional Services for the Period: 06/01/2025 thru 06/30/2025

All work performed in accordance with our contract dated 11/21/2023 (\$563,350.00).

Des. #: 2300608
PO#: 0020128789 (\$450,680, 80%)
NTP: 5/14/2024
SEE NTP Letter for additional instructions.

Invoice Summary

Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Remaining	Current Billed
TOPOGRAPHIC SURVEY- LSUM	40,800.00	100.00	40,800.00	40,800.00	0.00	0.00
DESIGN AND PLAN DEVELOPMENT- LSUM	144,800.00	58.00	83,984.00	78,192.00	60,816.00	5,792.00
TRAFFIC DESIGN AND PLAN DEVELOPMENT (FIRST GROUP)- LSUM	139,800.00	34.00	47,532.00	29,358.00	92,268.00	18,174.00
PUBLIC INVOLVEMENT- LSUM	18,100.00	0.00	0.00	0.00	18,100.00	0.00
UTILITY AND RAILROAD COORDINATION- LSUM	25,300.00	35.00	8,855.00	6,325.00	16,445.00	2,530.00
GEOTECHNICAL INVESTIGATIONS AND SERVICES (GSI)- NTE	31,100.00	59.93	18,637.25	18,637.25	12,462.75	0.00
ENVIRONMENTAL DOCUMENT PREPARATION (CE-2)- LSUM	24,000.00	60.00	14,400.00	12,000.00	9,600.00	2,400.00
ENVIRONMENTAL DOCUMENT COMPONENTS (SJCA)- LSUM	35,000.00	85.00	29,750.00	27,300.00	5,250.00	2,450.00
WATERS OF THE US REPORT- LSUM	10,000.00	95.00	9,500.00	9,000.00	500.00	500.00
ENVIRONMENTAL PERMITTING- LSUM	11,400.00	5.00	570.00	342.00	10,830.00	228.00
SPECIAL INVESTIGATIONS - NTE	34,400.00	0.00	0.00	0.00	34,400.00	0.00
R/W PLAN DEVELOPMENT (5 PARCELS)	19,300.00	0.00	0.00	0.00	19,300.00	0.00
TITLE AND ENCUMBRANCE REPORTS (SUB)(5 @ \$450/EA)	2,250.00	0.00	0.00	0.00	2,250.00	0.00
RIGHT OF WAY STAKING (1 SITE VISIT)- LSUM	3,700.00	0.00	0.00	0.00	3,700.00	0.00
RWS APPRAISAL PROBLEM ANALYSIS (SUB)(5 @ INDOT RATE*)	1,400.00	0.00	0.00	0.00	1,400.00	0.00
RWS APPRAISAL(S)(SUB)(5 @ INDOT RATE*)	8,000.00	0.00	0.00	0.00	8,000.00	0.00
RWS REVIEW APPRAISAL(S)(SUB) (5 @ INDOT RATE*)	4,000.00	0.00	0.00	0.00	4,000.00	0.00

Invoice Summary

Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Remaining	Current Billed
CONSTRUCTION PHASE SERVICES - NTE	10,000.00	0.00	0.00	0.00	10,000.00	0.00
Total	563,350.00	45.09	254,028.25	221,954.25	309,321.75	32,074.00

Description	Contract Amount	Percent Complete	Fee Earned	Prior Billed	Current Billed
Topographic Survey- LSUM	40,800.00	100.00	40,800.00	40,800.00	0.00
Design and Plan Development- LSUM	144,800.00	58.00	83,984.00	78,192.00	5,792.00
Traffic Design and Plan Development (First Group)- LSUM	139,800.00	34.00	47,532.00	29,358.00	18,174.00
Public Involvement- LSUM	18,100.00	0.00	0.00	0.00	0.00
Utility and Railroad Coordination- LSUM	25,300.00	35.00	8,855.00	6,325.00	2,530.00
Environmental Document Preparation (CE-2)- LSUM	24,000.00	60.00	14,400.00	12,000.00	2,400.00
Environmental Document Componenets (SJCA)- LSUM	35,000.00	85.00	29,750.00	27,300.00	2,450.00
Waters of the US Report- LSUM	10,000.00	95.00	9,500.00	9,000.00	500.00
Environmental Permitting- LSUM	11,400.00	5.00	570.00	342.00	228.00
R/W Plan Development (5 Parcels)	19,300.00	0.00	0.00	0.00	0.00
Right of Way Staking (1 site visit)- LSUM	3,700.00	0.00	0.00	0.00	0.00
Total	472,200.00	49.85	235,391.00	203,317.00	32,074.00

Invoice total **32,074.00**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
24828	06/18/2025	30,688.25		30,688.25			
25093	07/18/2025	32,074.00	32,074.00				
Total		62,762.25	32,074.00	30,688.25	0.00	0.00	0.00

Approved by Paul Aikins



accounting@usiconsultants.com

LPA INVOICE VOUCHER PURCHASE ORDER TRACKING LOG

LPA	City of New Haven			Type of Contract				PO Remit to Name & Address			
Vendor #	0000060572			Phase				City of New Haven			
DES#	2300608			Initial amount of PO		\$ 450,680.00		PO Box 570			
Contract #	0			Change Order #1				New Haven, IN 46774			
PO Number	0020128789			Change Order #2				0			
% Funding Ratio	80% Federal	20% Local			Change Order #3				NTP Date	INDOT Issued	5/14/2024
Date of Initial PO	5/13/2024				Total Amount of PO		\$ 450,680.00			LPA Issued	5/14/2024
Description	New Haven Linden Rd and Rose Ave. RAB (Des 2300608)										
CLAIM #	DATE OF VOUCHER	INVOICE NUMBER	SERVICE PERIOD		TOTAL INVOICE AMOUNT	REIMBURSEMENT			RUNNING BALANCE PO FUNDS AVAILABLE		
			BEGINNING	ENDING		AMOUNT	SUBMITTED to INDOT	RECEIVED from INDOT			
1	06/18/24	21032	5/14/2024	5/31/2024	\$ 68,952.00	\$ 55,161.60			\$ 395,518.40		
2	07/18/24	21406	6/1/2024	6/30/2024	\$ 3,898.00	\$ 3,118.40			\$ 392,400.00		
3	08/18/24	21656	7/1/2024	7/31/2024	\$ 14,978.00	\$ 11,982.40			\$ 380,417.60		
4	09/18/24	21832	8/1/2024	8/31/2024	\$ 11,568.00	\$ 9,254.40			\$ 371,163.20		
5	10/18/24	22054	9/1/2024	9/30/2024	\$ 35,574.00	\$ 28,459.20			\$ 342,704.00		
6	11/18/24	22295	10/1/2024	10/31/2024	\$ 10,240.00	\$ 8,192.00			\$ 334,512.00		
7	12/18/24	22610	11/1/2024	11/30/2024	\$ 21,778.00	\$ 17,422.40			\$ 317,089.60		
8	01/18/25	22778	12/1/2024	12/31/2024	\$ 10,594.00	\$ 8,475.20			\$ 308,614.40		
9	02/18/25	23926	1/1/2025	1/31/2025	\$ 3,198.00	\$ 2,558.40			\$ 306,056.00		
10	04/18/25	24377	2/1/2025	3/31/2025	\$ 4,344.00	\$ 3,475.20			\$ 302,580.80		
11	05/18/25	24629	4/1/2025	4/30/2025	\$ 6,142.00	\$ 4,913.60			\$ 297,667.20		
12	06/18/25	24828	5/1/2025	5/31/2025	\$ 30,688.25	\$ 24,550.60			\$ 273,116.60		
13	07/18/25	25093	6/1/2025	6/30/2025	\$ 32,074.00	\$ 25,659.20			\$ 247,457.40		
						\$ -			\$ 247,457.40		
						\$ -			\$ 247,457.40		
						\$ -			\$ 247,457.40		
						\$ -			\$ 247,457.40		
						\$ -			\$ 247,457.40		
						\$ -			\$ 247,457.40		
						\$ -			\$ 247,457.40		
						\$ -			\$ 247,457.40		
						\$ -			\$ 247,457.40		
BALANCE FORWARD					\$ 254,028.25	\$ 203,222.60			\$ 247,457.40		

Areas to be Completed - Consult Purchase Order (PO), INDOT LPA Coordination Agreement and LPA Consultant Contract



More than a Project™

INVOICE

To: CITY OF NEW HAVEN
RICK KRUCHTEN
815 LINCOLN HIGHWAY EAST
POST OFFICE BOX 570
NEW HAVEN, INDIANA 46774

Invoice Number: 47459
July 15, 2025

Project: 241421.00 NEW HAVEN LATERAL 3R - PHASE II

Manager: JESSICA L LESTINSKY

Professional Services for the Period: 6/1/25 to 6/29/25

Contract Amount:	\$ 307,450.00
Amount Previously Billed:	\$ 253,779.76
Amount Currently Billed:	\$ 6,752.10
Contract Balance:	\$ 46,918.14

PHASE: .05 BID

Professional Services

	Bill Hours	Bill Rate	Charge
Project Manager	38.50	\$ 170.00	\$ 6,545.00
Project Anaylis II	1.50	\$ 125.00	187.50
Total Labor	40.00		\$ 6,732.50

Reimbursables

Travel	\$ 19.60
Total Reimbursables	\$ 19.60

Total Project Invoice Amount \$ 6,752.10


Wessler Engineering, Inc.
JESSICA L LESTINSKY
Project Manager

Aged Receivables:				
CURRENT	30-60	60-90	90-120	OVER 120
\$6,752.10	\$4,608.76	\$0.00	\$0.00	\$0.00

All invoices are due upon receipt. A late charge of 1.5% will be added to any unpaid balance after 30 days.
Any questions regarding this invoice please reach out to Laura Miller, lauram@wesslerengineering.com

Project	241421.00	NEW HAVEN LATERAL 3R - PHASE II	Invoice	47459
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Billing Backup

Tuesday, July 15, 2025

WESSLER ENGINEERING, INC.

Invoice 47459 Dated 7/15/2025

7:35:12 AM

Project	241421.00	NEW HAVEN LATERAL 3R - PHASE II
Phase	00005	BID
Task	02CO02	BIDDING - SEWER REPLACEMENT

Professional Services

			Bill Hours	Bill Rate	Charge
Project Manager					
Project Manager					
1502	LESTINSKY, JESSICA	6/2/2025	6.00	170.00	1,020.00
addendum					
1502	LESTINSKY, JESSICA	6/3/2025	4.00	170.00	680.00
addendum					
1502	LESTINSKY, JESSICA	6/4/2025	3.00	170.00	510.00
bid docs					
1502	LESTINSKY, JESSICA	6/5/2025	4.00	170.00	680.00
bid open, bid eval					
1502	LESTINSKY, JESSICA	6/6/2025	2.00	170.00	340.00
bbid docs					
1502	LESTINSKY, JESSICA	6/12/2025	2.00	170.00	340.00
bid, PM					
1502	LESTINSKY, JESSICA	6/13/2025	2.00	170.00	340.00
CA, PM					
1502	LESTINSKY, JESSICA	6/16/2025	1.50	170.00	255.00
SRF response					
1502	LESTINSKY, JESSICA	6/17/2025	2.50	170.00	425.00
bid, PM					
1502	LESTINSKY, JESSICA	6/20/2025	2.00	170.00	340.00
SRF update, response					
1502	LESTINSKY, JESSICA	6/23/2025	2.50	170.00	425.00
SRF response					
1502	LESTINSKY, JESSICA	6/24/2025	1.50	170.00	255.00
bid, PM					
1502	LESTINSKY, JESSICA	6/25/2025	2.50	170.00	425.00
SRF response					
1502	LESTINSKY, JESSICA	6/26/2025	3.00	170.00	510.00
SRF response					

Project	241421.00	NEW HAVEN LATERAL 3R - PHASE II				Invoice	47459	
Project Analyst II								
Project Analyst II								
837	WITHEM, JACQUELYN	6/5/2025	1.00	125.00	125.00			
Bid evaluation ltr; cert bid tab; NOA/NTP and Agreement prep								
837	WITHEM, JACQUELYN	6/9/2025	.50	125.00	62.50			
Bidding Ltr review and coordination								
Totals			40.00		6,732.50			
Total Labor							6,732.50	
Reimbursables								
Travel								
EX 00000001403	6/5/2025	LESTINSKY, JESSICA / bid open				19.60		
7								
Total Reimbursables					19.60		19.60	
					Total this Task		\$6,752.10	
					Total this Phase		\$6,752.10	
					Total this Project		\$6,752.10	
					Total this Report		\$6,752.10	



More than a Project™

INVOICE

To: CITY OF NEW HAVEN
RICK KRUCHTEN
815 LINCOLN HIGHWAY EAST
NEW HAVEN, INDIANA 46774

Invoice Number: 47461
July 15, 2025

Project: 278524.00 NEW HAVEN TANGLEWOOD ROAD

Manager: JESSICA L LESTINSKY

Professional Services for the Period: 6/1/25 to 6/29/25

Contract Amount:	\$ 108,700.00
Amount Previously Billed:	\$ 68,401.59
Amount Currently Billed:	\$ 5,336.85
Contract Balance:	\$ 34,961.56

PHASE: .06 CONSTRUCTION PHASE

Professional Services

	Bill Hours	Bill Rate	Charge
Project Manager	29.50	\$ 170.00	\$ 5,015.00
Engineer I	1.50	\$ 125.00	187.50
Project Analyst II	0.75	\$ 125.00	93.75
Total Labor	31.75		\$ 5,296.25

Reimbursables

Travel			\$ 40.60
Total Reimbursables			\$ 40.60

Total Project Invoice Amount \$ 5,336.85


Wessler Engineering, Inc.
JESSICA L LESTINSKY
Project Manager

Aged Receivables:				
CURRENT	30-60	60-90	90-120	OVER 120
\$5,336.85	\$4,605.55	\$0.00	\$0.00	\$0.00

All invoices are due upon receipt. A late charge of 1.5% will be added to any unpaid balance after 30 days.
Any questions regarding this invoice please reach out to Laura Miller, lauram@wesslerengineering.com

Billing Backup

Tuesday, July 15, 2025

WESSLER ENGINEERING, INC.

Invoice 47461 Dated 7/15/2025

7:50:50 AM

Project	278524.00	NEW HAVEN TANGLEWOOD & HARTZELL RD
Phase	0006A	CONSTRUCTION - TANGLEWOOD
Task	01CS02	CONSTRUCTION ADMIN

Professional Services

			Bill Hours	Bill Rate	Charge
Project Manager					
Project Manager					
1502	LESTINSKY, JESSICA	6/4/2025	2.50	170.00	425.00
	CA, PM				
1502	LESTINSKY, JESSICA	6/6/2025	2.00	170.00	340.00
	CA, PM				
1502	LESTINSKY, JESSICA	6/10/2025	2.00	170.00	340.00
	CA, PM				
1502	LESTINSKY, JESSICA	6/11/2025	4.00	170.00	680.00
	CA, PM, progress meeting				
1502	LESTINSKY, JESSICA	6/12/2025	2.00	170.00	340.00
	CA, PM				
1502	LESTINSKY, JESSICA	6/13/2025	3.50	170.00	595.00
	CA, PM				
1502	LESTINSKY, JESSICA	6/17/2025	3.00	170.00	510.00
	CA, PM				
1502	LESTINSKY, JESSICA	6/19/2025	2.00	170.00	340.00
	CA, PM				
1502	LESTINSKY, JESSICA	6/20/2025	1.00	170.00	170.00
	CA, PM				
1502	LESTINSKY, JESSICA	6/23/2025	3.50	170.00	595.00
	homeowner /neighborhood meeting				
1502	LESTINSKY, JESSICA	6/25/2025	2.00	170.00	340.00
	CA, PM				
1502	LESTINSKY, JESSICA	6/26/2025	2.00	170.00	340.00
	CA, PM				
Engineer I					
Engineer I					
1513	BOURKE, ALEX	6/10/2025	1.50	125.00	187.50
	CCTV Post-Construction Review				

Project	278524.00	NEW HAVEN TANGLEWOOD & HARTZELL RD	Invoice	47461
Project Analyst II				
Project Analyst II				
837	WITHEM, JACQUELYN	6/10/2025	.50 125.00	62.50
Shop Drawing download video				
837	WITHEM, JACQUELYN	6/18/2025	.25 125.00	31.25
Pay app 3				
Totals			31.75	5,296.25
Total Labor				5,296.25
Reimbursables				
Travel				
EX 00000001403 7	6/11/2025	LESTINSKY, JESSICA / progress meeting		19.60
EX 00000001403 7	6/23/2025	LESTINSKY, JESSICA / homeowner meeting		21.00
Total Reimbursables			40.60	40.60
Total this Task				\$5,336.85
Total this Phase				\$5,336.85
Total this Project				\$5,336.85
Total this Report				\$5,336.85



FINAL

More than a Project™

INVOICE

To: CITY OF NEW HAVEN
RICK KRUCHTEN
815 LINCOLN HIGHWAY EAST
NEW HAVEN, INDIANA 46774

Invoice Number: 47462
July 15, 2025

Project: 278524.00 NEW HAVEN HARTZELL ROAD

Manager: JESSICA L LESTINSKY

Professional Services for the Period: 6/1/25 to 6/29/25

Contract Amount:	\$	16,300.00
Amount Previously Billed:	\$	10,484.07
Amount Currently Billed:	\$	1,122.55
Contract Balance:	\$	4,693.38

PHASE: .06 CONSTRUCTION PHASE

Professional Services	Bill Hours	Bill Rate	Charge
Senior Project Manager I	1.00	\$ 220.00	\$ 220.00
Project Manager II	4.75	\$ 185.00	878.75
Total Labor	5.75		\$ 1,098.75

Reimbursables		
Travel		\$ 23.80
Total Reimbursables		\$ 23.80

Total Project Invoice Amount \$ 1,122.55


Wessler Engineering, Inc.
JESSICA L LESTINSKY
Project Manager

Aged Receivables:				
CURRENT	30-60	60-90	90-120	OVER 120
\$1,122.55	\$1,989.15	\$0.00	\$0.00	\$0.00

All invoices are due upon receipt. A late charge of 1.5% will be added to any unpaid balance after 30 days.
Any questions regarding this invoice please reach out to Laura Miller, lauram@wesslerengineering.com

Billing Backup

Tuesday, July 15, 2025

WESSLER ENGINEERING, INC.

Invoice 47462 Dated 7/15/2025

7:54:24 AM

Project	278524.00	NEW HAVEN TANGLEWOOD & HARTZELL RD
Phase	0006B	CONSTRUCTION - HARTZELL ROAD
Task	01CS02	CONSTRUCTION ADMIN

Professional Services

			Bill Hours	Bill Rate	Charge	
Senior Project Manager I						
Senior Project Manager I						
1507	WILLIAMS, JODY	6/3/2025	1.00	220.00	220.00	
Onsite review of Valve/Traffic interference						
Project Manager II						
Project Manager II						
1514	BRUNE, NATHAN	6/2/2025	.25	185.00	46.25	
Contractor coordination						
1514	BRUNE, NATHAN	6/3/2025	1.75	185.00	323.75	
Site visit, drive time, City & Contractor coordination						
1514	BRUNE, NATHAN	6/4/2025	.25	185.00	46.25	
City & Contractor coordination						
1514	BRUNE, NATHAN	6/6/2025	.50	185.00	92.50	
City & Contractor coordination						
1514	BRUNE, NATHAN	6/9/2025	.25	185.00	46.25	
City & Contractor coordination						
1514	BRUNE, NATHAN	6/10/2025	.50	185.00	92.50	
Submittals & Contractor coordination						
1514	BRUNE, NATHAN	6/11/2025	.25	185.00	46.25	
Submittals & Contractor coordination						
1514	BRUNE, NATHAN	6/12/2025	.75	185.00	138.75	
Submittals & Contractor/City coordination. Project management						
1514	BRUNE, NATHAN	6/13/2025	.25	185.00	46.25	
Project management						
Totals			5.75		1,098.75	
Total Labor						1,098.75

Reimbursables

Travel						
EX	00000001404	6/3/2025	BRUNE, NATHAN / Hartzell Rd. site		15.40	
1			visit			
Total Reimbursables					15.40	15.40

Unit Billing

Mileage - Company vehicles						
VEH	1805		12.0 Miles @ 0.70		8.40	
Total Units					8.40	8.40

Total this Task \$1,122.55

Total this Phase \$1,122.55

Total this Project \$1,122.55

Project	278524.00	NEW HAVEN TANGLEWOOD & HARTZELL RD	Invoice	47462
Total this Report				\$1,122.55



More than a Project™

INVOICE

To: CITY OF NEW HAVEN
RICK KRUCHTEN
815 LINCOLN HIGHWAY EAST
NEW HAVEN, INDIANA 46774

Invoice Number: 47467
July 15, 2025

Project: 243921.00 NEW HAVEN CSO LTCP UPDATE

Manager: BRIDGET R INGRAM

Professional Services for the Period: 6/1/25 to 6/29/25

Contract Amount:	\$ 740,000.00
Amount Previously Billed:	\$ 540,180.88
Amount Currently Billed:	\$ 12,527.30
Contract Balance:	\$ 187,291.82

PHASE: .06 CONSTRUCTION ADMINISTRATION

Professional Services	Bill Hours	Bill Rate	Charge
Electrical Senior Project Manager II	10.00	\$ 265.00	\$ 2,650.00
Senior Project Manager I	1.50	\$ 220.00	330.00
Control System Engineer IV	21.50	\$ 195.00	4,192.50
Project Manager II	25.00	\$ 185.00	4,625.00
Control System Engineer II	1.00	\$ 155.00	155.00
Intern Engineer	3.25	\$ 40.00	130.00
Total Labor	62.25		\$ 12,082.50
Reimbursables			
Travel			\$ 184.80
Total Reimbursables			\$ 184.80
Total for Phase .06			\$ 12,267.30

PHASE: .68 CONSTRUCTION OBSERVATION

Professional Services	Bill Hours	Bill Rate	Charge
Sr. Resident Project Representative	2.00	\$ 130.00	\$ 260.00
Total Labor	2.00		\$ 260.00
Reimbursables			
Total Reimbursables			\$ -
Total for Phase .68			\$ 260.00

Total Project Invoice Amount \$ 12,527.30

Bridget R Ingram

Wessler Engineering, Inc.
BRIDGET R INGRAM
Project Manager

Aged Receivables:				
CURRENT	30-60	60-90	90-120	OVER 120
\$12,527.30	\$5,577.50	\$11,438.80	\$0.00	\$0.00

All invoices are due upon receipt. A late charge of 1.5% will be added to any unpaid balance after 30 days.
Any questions regarding this invoice please reach out to Laura Miller, lauram@wesslerengineering.com

Billing Backup

Tuesday, July 15, 2025

WESSLER ENGINEERING, INC.

Invoice 47467 Dated 7/15/2025

9:13:47 AM

Project	243921.00	NEW HAVEN CSO LTCP UPDATE
Phase	00006	CONSTRUCTION
Task	01CS01	CA - CONSTRUCTION

Professional Services

			Bill Hours	Bill Rate	Charge	
Senior Project Manager I						
1507	WILLIAMS, JODY	6/3/2025	.50	220.00	110.00	
	Review of Internal Check Valve					
1507	WILLIAMS, JODY	6/23/2025	.50	220.00	110.00	
	Project Review w/Bridget					
1507	WILLIAMS, JODY	6/25/2025	.50	220.00	110.00	
	Post IDEM Visit Review					
	Totals		1.50		330.00	
	Total Labor					330.00

Total this Task \$330.00

Task	01IC01	CA - I&C
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Professional Services

			Bill Hours	Bill Rate	Charge	
Electrical Senior Project Manager II						
643	PRICE, BRIAN	6/5/2025	2.00	265.00	530.00	
	Gilson vendor setup, process POs					
643	PRICE, BRIAN	6/24/2025	4.00	265.00	1,060.00	
	alarming issues					
643	PRICE, BRIAN	6/26/2025	2.00	265.00	530.00	
	PO creation and submittals					
643	PRICE, BRIAN	6/27/2025	2.00	265.00	530.00	
	rain guage information and resourcing					
Control System Engineer II						
665	LOPEZ, KEVIN	6/27/2025	1.00	155.00	155.00	
	CSO Email analyze					
	Totals		11.00		2,805.00	
	Total Labor					2,805.00

Total this Task \$2,805.00

Task	01WW01	CA - WW
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Professional Services

			Bill Hours	Bill Rate	Charge
Project Manager II					
	Project Manager II				
658	INGRAM, BRIDGET	6/3/2025	1.00	185.00	185.00
	Effluent Piping Modifications				
658	INGRAM, BRIDGET	6/4/2025	1.00	185.00	185.00
	TCI Coordination				
658	INGRAM, BRIDGET	6/6/2025	1.00	185.00	185.00
	Outstanding Item Followups				
658	INGRAM, BRIDGET	6/9/2025	1.00	185.00	185.00
	Record Drwgs				
658	INGRAM, BRIDGET	6/10/2025	2.00	185.00	370.00
	Punchlist/CO Follow-ups, Project Coordination				
658	INGRAM, BRIDGET	6/20/2025	2.00	185.00	370.00
	Pay Items/SRF Coordination				
658	INGRAM, BRIDGET	6/23/2025	4.00	185.00	740.00
	WWTF UV, SCADA, and Valve Issues				
658	INGRAM, BRIDGET	6/24/2025	4.00	185.00	740.00
	UV/SCADA Issues, CSO Audit Forms and Preperation				
658	INGRAM, BRIDGET	6/25/2025	8.00	185.00	1,480.00
	IDEM Trip/Follow Up Items				
658	INGRAM, BRIDGET	6/26/2025	1.00	185.00	185.00
	Follow Up Items, Call w/Jessie				
Intern Engineer					
	Intern Engineer				
912	MARQUARDT, GEORGE	6/26/2025	2.25	40.00	90.00
	Meeting with Bridget, compiling pdf of maintenance sheets and word doc summarizing.				
912	MARQUARDT, GEORGE	6/27/2025	1.00	40.00	40.00
	Finished up compiling pdf of maintenance sheets and word doc summarizing.				
	Totals		28.25		4,755.00
	Total Labor				4,755.00

Reimbursables

Travel					
EX	00000001406	6/25/2025	INGRAM, BRIDGET / IDEM Inspection		84.00
	9				
	Total Reimbursables				84.00
				Total this Task	\$4,839.00

Task	021C01	CA - I&C - SCADA
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Professional Services

			Bill Hours	Bill Rate	Charge
Control System Engineer IV					
Control System Engineer IV					
1305	MORAN, KENNETH	6/18/2025	8.00	195.00	1,560.00

Project	243921.00	NEW HAVEN CSO LTCP UPDATE			Invoice	47467
	LIFT STATION WORK, update SCADA visualization for piping and flow. Testing Alarming and working on Runtime Trending					
1305	MORAN, KENNETH	6/19/2025	5.50	195.00	1,072.50	
	LIFT STATION WORKIgnition updates and map component					
1305	MORAN, KENNETH	6/24/2025	8.00	195.00	1,560.00	
	Looking at CSO Alarm issue and added User email to text. Modified error in Integrator panel PLC. Teams meeting about next steps with UV alarms					
	Totals		21.50		4,192.50	
	Total Labor					4,192.50
Unit Billing						
Mileage - Company vehicles						
	VEH 1813		144.0 Miles @ 0.70		100.80	
	Total Units				100.80	100.80
	Total this Task					\$4,293.30
	Total this Phase					\$12,267.30

Phase	00068	CONSTRUCTION OBSERVATION				

Task	01RP01	RPR				
Professional Services						
			Bill Hours	Bill Rate	Charge	
Sr. Resident Project Representative						
	Sr. Resident Project Representative					
1510	DIAL, JASON	6/18/2025	2.00	130.00	260.00	
	Construction Observation					
	Totals		2.00		260.00	
	Total Labor					260.00
	Total this Task					\$260.00
	Total this Phase					\$260.00
	Total this Project					\$12,527.30
	Total this Report					\$12,527.30



4275 North High School Road, Indianapolis, IN 46254
317.293.3542
www.vsengineering.com

City of New Haven, Indiana
Rick Kruchten
815 Lincoln Highway East
New Haven, IN 46774

Invoice number 581602
Date 07/23/2025

Project **2505816 City of New Haven Sherbrook Dr Reconstuction**

Billing Period Ending: 06/30/2025

Description	Phase Fee	Percent Complete	Total Billed	Prior Billed	Current Due
ROADWAY DESIGN	43,600.00	20.00	8,720.00	4,360.00	4,360.00
BIDDING PHASE	4,600.00	0.00	0.00	0.00	0.00
Total	48,200.00	18.09	8,720.00	4,360.00	4,360.00

Invoice total **4,360.00**

Invoice Summary

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Remaining Percent	Current Billed
ROADWAY DESIGN	43,600.00	20.00	4,360.00	8,720.00	34,880.00	80.00	4,360.00
BIDDING PHASE	4,600.00	0.00	0.00	0.00	4,600.00	100.00	0.00
CONSTRUCTION ADMINISTRATION	5,500.00	0.00	0.00	0.00	5,500.00	100.00	0.00
DIRECT EXPENSES	11,820.00	0.00	0.00	0.00	11,820.00	100.00	0.00
Total	65,520.00	13.31	4,360.00	8,720.00	56,800.00	86.69	4,360.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
581601	06/30/2025	4,360.00	4,360.00				
581602	07/23/2025	4,360.00	4,360.00				
Total		8,720.00	8,720.00	0.00	0.00	0.00	0.00

For questions about this invoice please reply to AR@vsengineering.com or call 317-293-3542.

PLEASE NOTE: VS ENGINEERING, INC. HAS NOT CHANGED BANK ACCOUNTS FOR PAYMENTS. BEWARE OF SCAM EMAILS OR LETTERS ASKING TO CHANGE OUR DIRECT DEPOSIT INFORMATION!!! PLEASE ALWAYS CALL TO VERIFY SHOULD YOU RECEIVE ANY EMAILS OR LETTERS REQUESTING THIS TYPE OF CHANGE.

Contract Change Order Summary Sheet

New Haven Engineering

Project Number: SA-23-002(B) CN
Project Name: Tanglewood Sanitary Sewer Replacement
Bid/Quote Date: 12/05/2024
Bid/Quote Amount: \$ 1,527,286.00

Contractor: Crosby Excavating, Inc.
Superintendent: Shane Steigerwald
Inspection Firm: In-House Personnel
RPR: Tye Campbell

Change Number	Description	Board Date	Inter Completion (date)	Subs Completion (date)	Final Completion (date)	Foreshen Change Amount	Unforeseen Change Amount	Change Order Amount	Running Change Order Total	New Contract Amount
1	WDC #001	04/01/2025		09/13/2025	10/13/2025	\$ 3,750.00	\$ 0.00	\$ 3,750.00	\$ 3,750.00	\$ 1,531,036.00
2	COD #2.1	05/20/2025		09/27/2025	10/27/2025	\$ 0.00	\$ 15,540.00	\$ 15,540.00	\$ 19,290.00	\$ 1,546,576.00
3	COD #3.1	07/01/2025		10/03/2025	11/02/2025	\$ 34,470.00	\$ 0.00	\$ 34,470.00	\$ 53,760.00	\$ 1,581,046.00
4	COD #4.1	08/05/2025		10/02/2025	11/01/2025	\$ 0.00	\$ 13,000.00	\$ 13,000.00	\$ 66,760.00	\$ 1,594,046.00
Change Amount Totals						\$ 38,220.00	2.5 %	\$ 28,540.00	1.9 %	\$ 66,760.00

Original Bid Amount	\$ 1,527,286.00		
Total Change Amount	F	2.5 %	\$ 66,760.00
	UF	1.9 %	
Current Contract Amount	\$ 1,594,046.00		

- Completion Date Abbreviations:
- Inter Completion - Intermediate Date Change
 - Subs Completion - Substantial Completion Date Change
 - Final Completion - Final Completion Date Change

Contract Change Order Form

New Haven Engineering

TO: Shane Steigerwald
Crosby Excavating, Inc.
1030 Osage St
Fort Wayne, IN 46808

Contract Change No: 4
Board Date: 8/5/2025
Project: SA-23-002(B) CN | Tanglewood Sanitary Sewer
Replacement

I. You are hereby directed to make the following changes in this Contract:

- COD #4.1 - Infrastructure conflict resolution

LN	Pay Item	Pay Item Name	Unit	Unit Price	Quantity	Price	WDC/COD
037	I-105-06807	ADDITIONAL (Infrastructure conflict resolution)	LSUM	\$13,000.00	1.00	\$13,000.00	4.1

Change Order Total **\$13,000.00**

II. The following referenced documents further describe the changes outlined in Paragraph I, and are to be considered part of this Change Order:

CO Detail No(s): 4.1

The changes result in the following adjustment of Contract Price and Contract Time:

Contract Sum prior to this Change Order: \$ 1,581,046.00

Contract Sum shall be **increased** by this Change Order: \$ 13,000.00

New Contract Sum including this Change Order: \$ 1,594,046.00

Contract Time Prior to this Change Order:

10/03/2025 Substantial Completion Date

11/02/2025 Final Completion Date

Current Contract Time including this Change Order:

Net **decreased** Substantial Completion resulting from this Change Order: -1 calendar days = **10/02/2025 Substantial Completion Date**

Net **decreased** Final Completion resulting from this Change Order: -1 calendar days = **11/01/2025 Final Completion Date**

This change order is for full and final settlement of all direct, indirect, impact costs and time extensions incurred at any time resulting from the performances of the changed work.

The Above Changes are Recommended:

The Above Changes are Accepted:

Approved:

Tye Campbell, In-House Personnel
Resident Project Representative

Shane Steigerwald, Crosby Excavating, Inc.
Contractor

City of New Haven
Owner

2201 Summit Street
Address

1030 Osage St
Address

815 Lincoln Highway E
Address

New Haven, IN 46774
City/State/Zip

Fort Wayne, IN 46808
City/State/Zip

New Haven, IN 46774
City/State/Zip

By: _____

By: _____

By: _____

Phone: (260) 710-4897

Phone: 260-433-0363

Phone: (260) 748-7070

Date: _____

Date: _____

Date: _____

Change Order Detail Form

New Haven Engineering

TO: Shane Steigerwald
Crosby Excavating, Inc.
1030 Osage St
Fort Wayne, IN 46808

Change Order Detail No: 4.1 | Change Order No: 4
Initiated Date: 07/23/2025
Change Order Board Date: 08/05/2025
Project: SA-23-002(B) CN | Tanglewood Sanitary Sewer Replacement

Infrastructure conflict resolution

DESCRIPTION OF WORK COVERED BY THIS CHANGE DETAIL:

COD #4.1: Due to the conflict with a utility pipe, we need to set a new structure in order to avoid the conflict.

- 30' curb replacement
- 20x8 drive apron replacement
- 2x2 storm structure
- storm casting
- 50' of 10" sdr21
- 6' x 50' asphalt cut and patch

TIME EXTENSION FOR THIS CHANGE DETAIL:

TAN | Time Adjustment Not Required
A contract time adjustment is not required for this change.

LN	Pay Item	Pay Item Name	Unit	Unit Price	Quantity	Price
037	I-105-06807	ADDITIONAL (Infrastructure conflict resolution)	LSUM	\$13,000.00	1.00	\$13,000.00

Change Order Detail Total \$13,000.00

REASON FOR THIS CHANGE DETAIL: Changed Conditions

PROJECT COMPLETION DATES: Unchanged Substantial Completion Date of 0 calendar days



INVOICE

500 East 96th St., Suite 500
Indianapolis, IN 46240
t 317.713.4615
f 317.713.4617

www.bfsengr.com

Ms. Pone Vongphachanh
City of New Haven
815 Lincoln Highway East
P.O. Box 570
New Haven, IN 46774-0570

July 15, 2025
Invoice No: 108929

Project 697300.9803 LINCOLN HIGHWAY TRAIL - INSPECTION
For engineering services performed in connection with the General Services Agreement dated January 5, 2023.

Professional Services from June 1, 2025 to June 30, 2025

Professional Personnel

	Hours	Rate	Amount
FIELD PERSONNEL III			
Staley, Cory	7.00	160.00	1,120.00
Totals	7.00		1,120.00
Total Labor			1,120.00

Other Reimbursable Expenses

Mileage - Project	70.56
-------------------	-------

Billing Limits	Current	Prior	To-Date
Total Billings	1,190.56	91,146.27	92,336.83
Limit			104,900.00
Remaining			12,563.17
Total this Invoice			\$1,190.56

Billings to Date

	Current	Prior	Total
Labor	1,120.00	88,195.00	89,315.00
Unit	70.56	2,951.27	3,021.83
Totals	1,190.56	91,146.27	92,336.83

Thank You,

Michael Eichenauer

Labor Detail

Butler, Fairman & Seufert, Inc.

Transactions for 6/1/2025 through 6/30/2025

		Date	Regular Hours	Total Ovt Hrs	Total Hours
Project Number: 697300.9803 LINCOLN HIGHWAY TRAIL - INSPECTION					
83891	Staley, Cory	6/2/2025	1.00		1.00
83891	Staley, Cory	6/4/2025	1.00		1.00
83891	Staley, Cory	6/5/2025	1.00		1.00
83891	Staley, Cory	6/6/2025	1.00		1.00
83891	Staley, Cory	6/12/2025	1.00		1.00
83891	Staley, Cory	6/16/2025	1.00		1.00
83891	Staley, Cory	6/25/2025	1.00		1.00
Total for 697300.9803			7.00		7.00

Expense Detail

Butler, Fairman & Seufert, Inc.

Transactions for 6/1/2025 through 6/30/2025

Date	Miles	Billing Full Amount Description
Project Number: 697300.9803 LINCOLN HIGHWAY TRAIL - INSPECTION		
Reimbursable Expenses		
5320.03 Mileage		
6/2/2025	12.00	5.88 11470-11482 to jobsite / Staley, Cory Units
6/2/2025	12.00	5.88 11482-11494 from jobsite / Staley, Cory Units
6/4/2025	12.00	5.88 11609-11621 to jobsite / Staley, Cory Units
6/4/2025	12.00	5.88 11621-11633 from jobsite / Staley, Cory Units
6/5/2025	12.00	5.88 11694-11706 to jobsite / Staley, Cory Units
6/5/2025	12.00	5.88 11706-11718 from jobsite / Staley, Cory Units
6/6/2025	12.00	5.88 11773-11785 to jobsite / Staley, Cory Units
6/6/2025	12.00	5.88 11785-11797 from jobsite / Staley, Cory Units
6/12/2025	12.00	5.88 12076-12088 to jobsite / Staley, Cory Units
6/12/2025	12.00	5.88 12088-12100 from jobsite / Staley, Cory Units
6/25/2025	12.00	5.88 12604-12616 to jobsite / Staley, Cory Units
6/25/2025	12.00	5.88 12616-12628 from jobsite /Staley, Cory Units
Total for Reimb. Exp.	144.00	70.56
Total for 697300.9803	144.00	70.56

Unit Application

Page 1

To(OWNER):
City of New Haven
815 Lincoln Hwy East
PO Box 570
New Haven, IN 46774

Project:2505
Tanglewood Sanitary Sewer
Tanglewood Addition
New Hven, IN 46774

Application No: 4

Invoice No: 5057

From:
Crosby Excavating, Inc.
1030 Osage Street
Fort Wayne, IN 46808

Via(Architect):
#278524.04.001

Invoice Date: 7/25/2025
Period To: 7/31/2025
Project No: 2505

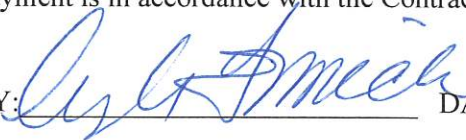
Contract Date:1/8/2025

1) Original Contract	1,527,286.00
2) Change Orders	0.00
3) Current Contract	1,527,286.00
4) Completed to Date	823,984.60
5)Retainage	41,199.23
6)Total Earned Less Retainage	782,785.37
7) Previous Billings	531,972.45
8) Current Payment Due	250,812.92
9) Total Due	250,812.92

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

BY:

 DATE: 7-25-2025

Crosby Excavating

Application No: 4

Invoice No: 5057

Period To: 7/31/2025

ITEM NO.	DESCRIPTION	TOTAL QTY	UNIT	TOTAL COST	PRIOR UNITS	PRIOR VALUE	TOTAL UNITS	TOTAL VALUE	CURRENT UNITS	DUE THIS REQUEST
1	MOB(5% Max)	1	LS	75,500.00	0.5	37,750.00	0.7	52,850.00	0.2	15,100.00
2	Erosion and Sediment Control	1	LS	65,000.00	0.4	26,000.00	0.6	39,000.00	0.2	13,000.00
3	MOT	1	LS	64,000.00	0.5	32,000.00	0.6	38,400.00	0.1	6,400.00
4	Final Cleanup and Restoration	1	LS	50,000.00	0	0.00	0	0.00	0	0.00
5	Tree Removal (6"+)	2	EA	10,000.00	1	5,000.00	1	5,000.00	0	0.00
6	Abandon Pipe Varying Sizes	2,741	LF	32,892.00	0	0.00	0	0.00	0	0.00
7	Remove Partial Structure and F	7	EA	11,550.00	3	4,950.00	5	8,250.00	2	3,300.00
8	Sanitary Sewer 35 8" 0-5.9'	192	LF	15,360.00	0	0.00	0	0.00	0	0.00
9	Sanitary Sewer 35 8" 6-7.9'	141	LF	14,382.00	12	1,224.00	238	24,276.00	226	23,052.00
10	Sanitary Sewer 35 10" 0-5.9'	800	LF	76,800.00	0	0.00	0	0.00	0	0.00
11	Sanitary Sewer 35 10" 6-7.9'	895	LF	115,455.00	0	0.00	0	0.00	0	0.00
12	Sanitary Sewer 10" SDR 21 6-7.9'	342	LF	48,564.00	0	0.00	502	71,284.00	502	71,284.00
13	Sanitary Sewer 35 10" 8-9.9'	327	LF	47,742.00	636	92,856.00	636	92,856.00	0	0.00
14	Sanitary Sewer 35 10" 10-11.9'	471	LF	76,302.00	387	62,694.00	387	62,694.00	0	0.00
15	Sanitary Sewer 12" 35 W/SPBF 1	20	LF	4,100.00	186	38,130.00	186	38,130.00	0	0.00
16	Sanitary Sewer 10" 21 10-11.9'	161	LF	29,785.00	304	56,240.00	362	66,970.00	58	10,730.00
17	Sanitary Sewer 12" 35 12-13.9'	166	LF	30,710.00	0	0.00	0	0.00	0	0.00
18	Storm Pipe 12" RCP W/SPBF	195	LF	15,600.00	0	0.00	150	12,000.00	150	12,000.00
19	12" CIPP	150	LF	48,750.00	150	48,750.00	150	48,750.00	0	0.00
20	Sanitary Lateral 6" 35 W/SPBF	1,162	LF	209,160.00	345	62,100.00	429.6	77,328.00	84.6	15,228.00
21	Sanitary Lateral 6" 35	1,049	LF	56,646.00	170	9,180.00	350	18,900.00	180	9,720.00
22	Sanitary MH 4'-8'	9	EA	43,200.00	0	0.00	4	19,200.00	4	19,200.00
23	Sanitary MH 8.1-12'	3	EA	17,250.00	6	34,500.00	6	34,500.00	0	0.00
24	Sanitary MH Outside Drop	2	EA	12,000.00	2	12,000.00	2	12,000.00	0	0.00
25	Epoxy Mahole Lining	46	LF	20,240.00	0	0.00	0	0.00	0	0.00
26	Replace MH Frame and Cover	4	EA	3,500.00	1	875.00	2	1,750.00	1	875.00
27	Water Service Line Relocation/	400	LF	15,200.00	19	722.00	19	722.00	0	0.00
28	Water Service Appertunice Repl	1	LS	20,000.00	0	0.00	0	0.00	0	0.00
29	Water Service Line Beyond Allo	1	LS	40,000.00	0	0.00	0	0.00	0	0.00
30	Pavement Repair-D	4,709	SY	197,778.00	0	0.00	0	0.00	0	0.00
31	Concrete Curb Repair	307	LF	15,350.00	0	0.00	878	43,900.00	878	43,900.00
32	Concrete Curb and Gutter Repai	122	LF	6,710.00	0	0.00	55	3,025.00	55	3,025.00
33	Concret Drive Repair	23	SY	2,760.00	0	0.00	143.33	17,199.60	143.33	17,199.60

ITEM No.	DESCRIPTION	TOTAL QTY	UNIT	TOTAL COST	PRIOR UNITS	PRIOR VALUE	TOTAL UNITS	TOTAL VALUE	CURRENT UNITS	DUE THIS REQUEST
34	Bypass Pumping	1	LS	35,000.00	1	35,000.00	1	35,000.00	0	0.00
				1,527,286.00		559,971.00		823,984.60		264,013.60

A service charge is computed by a periodic rate of 1.5% per monthly billing cycle which is an annual percentage rate of 18% applied to the previous balance after deducting all payments and credits during the billing cycle.



Attention: Rick Kruchten
City of New Haven
815 Lincoln Highway E
New Haven, IN 46774
UNITED STATES

Invoice : 820160
Invoice Date : 7/23/2025
Project : 123308500W
Project Name : New Haven Sunymede Stormwater Improvements

For Professional Services Rendered Through 6/30/2025

Contract : 1233085
Contract Name : New Haven Sunymede Stormwater Improvements
Contract Date : 11/7/2024

	Fee	% Complete	Billings		
			To Date	Previous	Current
SV - Survey	143,300.00	87.94	126,012.22	125,560.81	451.41
WR01 - Design	341,300.00	52.65	179,686.10	165,322.00	14,364.10
PE01 - Permits	32,000.00	30.22	9,670.02	2,203.25	7,466.77
GEO99 - Geotechnical	9,400.00	0.00	0.00	0.00	0.00

	Fee	Available	Billings		
			To Date	Previous	Current
UT - Utility Coordination	23,300.00	19,586.50	6,535.75	3,713.50	2,822.25
Rate Labor		2,822.25			
WR02 - Public Engagement	8,100.00	2,712.04	5,387.96	5,387.96	0.00
BID01 - Bidding	17,600.00	17,600.00	0.00	0.00	0.00

Current Billings 25,104.53
Amount Due This Bill 25,104.53

Total Fee : 575,000.00
To Date Billings : 327,292.05
Total Remaining : 247,707.95

UT - Utility Coordination

Rate Labor				
Class / Employee	Date	Hours	Rate	Amount
LEAD UTILITY & RAILROAD COORDINATOR				
Jeremy Ross	6/2/2025	1.00	167.00	167.00
	6/4/2025	0.50	167.00	83.50
	6/15/2025	0.25	167.00	41.75
	6/23/2025	0.50	167.00	83.50
	6/24/2025	0.50	167.00	83.50
	6/25/2025	0.50	167.00	83.50
	6/30/2025	0.50	167.00	83.50
Total Jeremy Ross		3.75		626.25
Total LEAD UTILITY & RAILROAD COORDINATOR		3.75		626.25
UTILITY & RAILROAD COORDINATION SUPPORT				
Ashley Grylewicz	6/3/2025	0.50	108.00	54.00
	6/5/2025	0.75	108.00	81.00
	6/24/2025	0.25	108.00	27.00
Total Ashley Grylewicz		1.50		162.00
Total UTILITY & RAILROAD COORDINATION SUPPORT		1.50		162.00
UTILITY & RAILROAD COORDINATOR I				
Benjamin Rankin	6/3/2025	2.50	113.00	282.50
	6/4/2025	7.00	113.00	791.00
	6/5/2025	0.75	113.00	84.75
	6/6/2025	2.00	113.00	226.00
	6/10/2025	1.00	113.00	113.00
	6/12/2025	1.25	113.00	141.25
	6/13/2025	0.75	113.00	84.75
	6/23/2025	0.50	113.00	56.50
	6/24/2025	0.25	113.00	28.25
	6/25/2025	1.25	113.00	141.25
	6/26/2025	0.50	113.00	56.50
	6/30/2025	0.25	113.00	28.25
Total Benjamin Rankin		18.00		2,034.00
Total UTILITY & RAILROAD COORDINATOR I		18.00		2,034.00
Total Rate Labor			2,822.25	
Total Bill Task: UT - Utility Coordination			2,822.25	



Attention: Rick Kruchten
City of New Haven
815 Lincoln Highway E
New Haven, IN 46774
UNITED STATES

Invoice : 800147
Invoice Date : 5/28/2025
Project : 123308500W
Project Name : New Haven Sunymede Stormwater Improvements

For Professional Services Rendered Through 4/30/2025

Contract : 1233085
Contract Name : New Haven Sunymede Stormwater Improvements
Contract Date : 11/7/2024

	Fee	% Complete	Billings		
			To Date	Previous	Current
SV - Survey	143,300.00	84.31	120,810.83	120,810.83	0.00
WR01 - Design	341,300.00	46.29	157,976.00	112,869.15	45,106.85
PE01 - Permits	32,000.00	5.29	1,691.38	1,525.72	165.66
GEO99 - Geotechnical	9,400.00	0.00	0.00	0.00	0.00

	Fee	Available	Billings		
			To Date	Previous	Current
UT - Utility Coordination	23,300.00	20,220.00	3,080.00	3,080.00	0.00
WR02 - Public Engagement	8,100.00	3,176.04	4,923.96	4,923.96	0.00
BID01 - Bidding	17,600.00	17,600.00	0.00	0.00	0.00

Current Billings	45,272.51
Amount Due This Bill	<u>45,272.51</u>

Total Fee :	575,000.00
To Date Billings :	<u>288,482.17</u>
Total Remaining :	286,517.83



SPECIAL EVENT PERMIT APPLICATION/PERMIT

Engineering Department | 815 Lincoln Highway East | New Haven, IN 46774 | 260-748-7030
www.newhaven.in.gov

Permit Number:
EV-25-13

** Please follow the guidelines of the Allen County Department of Health, Indiana State Department of Health or the CDC when planning and participating in these events.**

SPECIAL EVENT INFORMATION:			
Name of the event	New Haven HS Homecoming Parade	Type of Event	Parade
Name of Sponsor (if applicable)	New Haven HS Student Council	Is this a new event	Yes ☐ No ☒
Date of Event	09/26/2025	Expected number attending	1000
Start Time	4:30 PM	Ending Time	5:15 PM

APPLICANT:			
Name	Thomas Singer	Work Phone	(260) 446-0220
Address	1300 Green Rd	Home Phone	
E-Mail	tsinger@eacs.k12.in.us	Cell Phone	(410) 726-2428
RESPONSIBLE PERSON (if other than applicant):			
Name	Rebecca Christensen	Work Phone	(260) 446-0220
Address	1300 Green Rd	Home Phone	
Email	rchristensen@eacs.k12.in.us	Cell Phone	

Do you anticipate requiring the use of any of the following?					
Street	X	Water		Lights	
Sidewalk	X	Crowd Control		Noise	
Parking		Use of Public Building		Fire/Explosives	
Traffic Control	X	Temporary Structures		Demolition	
Other (Please specify)					

(Continued)

Page 1 of 2

Approved by BOW 7/1/2025

PAID

JUL 28 2025

City of New Haven

Describe in sufficient detail how the requested event will impact the public road right-of-way and your plan for mitigating the impacts to the right-of-way area. (Add additional sheets of paper if necessary):

Parade participants will meet at St. John's starting around 3:45-4:00 PM and begin lining up along Ann and Seward streets. At 4:30 the parade will begin with a right on Powers, and then a left on Broadway. We will follow Broadway south across Lincoln Highway toward Schnelker Park. There we will make a left on Park St followed by a right on Green St. We will continue south across US 930 and finish at the high school.

Special permit provisions (include if Police Officers will be needed):

Police are usually used for crossing Lincoln Highway and US 930

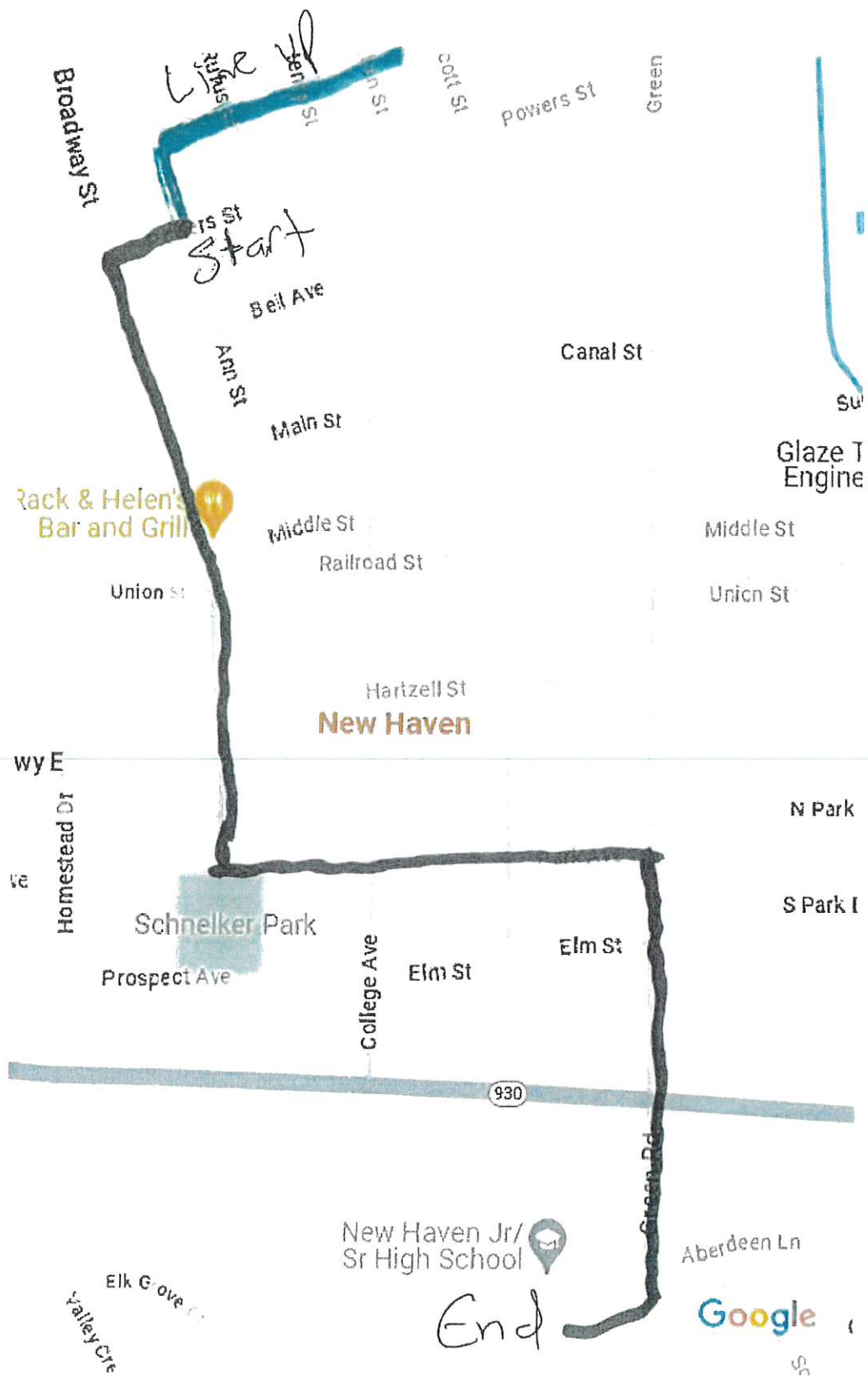
Prior to issuance of a permit, the Permittee shall designate a local agent to sign this permit who will have authority to represent the Permittee in all matters relating to the exercise of the privileges herein granted and who shall be responsible for compliance with those conditions

Thomas Kurt Singer, Jr. T. H. S. A. 7/23/25
 Sponsor/Applicant (PRINT) Signature of Authorized Agent Date

***If A ROUTE IS TO BE USED: Submit a map with the route or area clearly drawn. Show north arrow, street(s), starting point, direction of travel, ending point, and any other information that would help identify the event.

(Please Type or Print Clearly. Return to Stephanie at sschortgen@newhaven.in.org or in person; on the 2nd floor of City Hall once completed)

FOR OFFICE USE ONLY			
Police		Date Approved	7/28/25
Utilities		Date Approved	7/28/25
Fire Department/EMS		Date Approved	7/28/2025
Director Of Engineering		Date Approved	7/28/25
Parks Director		Date Approved	7.28.25
Fees (per Ordinance #G-12-07 as amended)			
Police officers		(\$37.50 / officer for each hour or fraction thereof)	
Utilities		(\$35.93 / employee for each hour or fraction thereof)	
		Insurance verified / Date	





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/25/2025

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 2850 Golf Rd Rolling Meadows IL 60008		CONTACT NAME: Miriam Velazquez PHONE (A/C, No, Ext): 630-593-6066 E-MAIL ADDRESS: Miriam_Velazquez@rpadmin.com FAX (A/C, No):	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Underwriters at Lloyd's London	
		INSURER B: Princeton Excess & Surplus Lines Ins Co	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1286680820 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR Pool SIR: \$500,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☒ OTHER: Member	Y		PK1005725	1/1/2025	1/1/2026	EACH OCCURRENCE \$1,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$Included GENERAL AGGREGATE \$1,500,000 PRODUCTS - COMP/OP AGG \$Included \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ Pool SIR: \$500,000			PK1005725	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Deductible \$ \$1,000/\$1,000
B	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			N3A3FF0000194	1/1/2025	1/1/2026	EACH OCCURRENCE \$8,000,000 AGGREGATE \$8,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Excess Liability sits over the General Liability, Auto Liability, and Employer's Liability policies.

RE: 2025 NHHS Homecoming Parade- This will be held on Friday 9/26/25

City of New Haven, Indiana is shown as additional insured solely with respect to General Liability policies as required by written contract.

CERTIFICATE HOLDER

City of New Haven, Indiana 815 Lincoln Highway East New Haven, IN 46774	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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815 Lincoln Highway East
New Haven, Indiana 46774
260-748-7050 (Phone)
260-748-7057 (Fax)

RECEIPT

Number: 399004

Cashier: AMCCRACKEN

Entry Date: Received Of:

07/28/25

Post Date:

07/28/2025

The sum of: 25.00

1 502	SPECIAL EVENT PER	HOMEcoming PARADE NHHS	\$ 25.00
		Total	\$ 25.00
	TENDERED:	CREDIT CARD	\$ 25.00
		Credit Card Fee	\$ 1.24

Signed:

Angela Hamm

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**") is entered into as of the Effective Date (as hereinafter described) by and among NEW HAVEN SPARK, INC., an Indiana nonprofit corporation ("**Buyer**"), and JULIO LOZANO FUENTES and JOSE M. LOZANO FUENTES (collectively, "**Seller**"). In consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

I. BASIC INFORMATION

I.1 **Certain Basic Terms.** The following defined terms shall have the meanings set forth below:

(a) **Subject of the Purchase and Sale:** Buyer shall purchase and Seller shall sell certain real property located in Allen County, Indiana, as more particularly described on Exhibit A attached hereto and incorporated herein (the "**Land**"), together with all rights, privileges, interests, servitudes, easements, buildings, fixtures, improvements, and appurtenances belonging or in any way pertaining thereto (collectively, the "**Property**").

(b) **Purchase Price:** The purchase price for the Property will be nine hundred thousand and 00/100 Dollars (\$900,000.00), subject to such credits and adjustments as set forth elsewhere herein.

(c) **Earnest Money:** Fifty Thousand and 00/100 Dollars (\$50,000.00) which sum shall be deposited in a non-interest bearing account in accordance with Section 2.2 below.

(d) **Title Company:** Metropolitan Title of Indiana, LLC
Chad Eldridge
9604 Coldwater Road, Suite 105
Fort Wayne, Indiana 46825
celdridge@metroci.com
(260) 497-9469

(e) **Effective Date:** The date on which this Agreement is executed by the latter of Buyer or Seller as indicated by the dates on their respective signature page(s) of this Agreement.

(f) **Closing Date:** The Closing shall take place on that date that is thirty (30) days after the expiration of the Due Diligence Period, or such earlier date as is mutually acceptable to the parties.

(g) **Closing Costs:** Closing costs shall be allocated and paid as follows:

Cost	Responsible Party
Costs of the Title Commitment	Seller
Premium for standard form of owner's title policy to be delivered at Closing in the amount of the Purchase Price	Seller

Premium for any additional title coverage and/or any endorsements to the title policy	Seller
Costs of the Survey	Seller
Recording Fees for deed and mortgage lien release documents, if any	Seller
Any escrow fee charged by Title Company for holding the Earnest Money or conducting the Closing	Buyer ½ Seller ½
Real Estate Sales commission (if any)	Seller
All other costs, fees and expenses, including attorneys' fees incurred by or on behalf of such party	Buyer and Seller are each responsible for their own

1.2 Notice Addresses.

If to Buyer: New Haven SPARK, Inc.
815 Lincoln Highway East
New Haven, IN 46774

With a copy to: Pone Vongphachanh
815 Lincoln Highway East
New Haven, IN 46774
Email: pone@newhaven.in.gov

Maxwell Adams
Barnes & Thornburg LLP
11 South Meridian Street
Indianapolis, IN 46204
Email: max.adams@btlaw.com

Chad Voglewede
Bradley Company
127 West Wayne Street, Suite 400
Fort Wayne, IN 46802
Email: cvoglewede@bradleyco.com

If to Seller: Julio Lozano Fuentes
3103 E Olivo Ave
Hidalgo, TX, 78557
Email: lore0873@gmail.com

Jose M Lozano Fuentes
525 W Hi Line Rd.
Pharr, TX 78577
Email: lore0873@gmail.com

With a copy to:

James Jamicich Jr
Xplor Commercial Real Estate
127 W Berry St, Suite 700
Fort Wayne, IN, 46802
Email: jjamicich@xplorcommercial.com

II. PURCHASE PRICE

II.1 Purchase Price. Buyer shall pay to the Seller the Purchase Price to Seller at Closing by wire transfer of immediately available funds.

II.2 Earnest Money. Seller shall open an escrow with the Title Company no later than five (5) days following the Effective Date of this Agreement. Buyer shall deposit the Earnest Money in escrow with the Title Company within five (5) days following the establishment of the escrow (the "**Earnest Money**"). The Earnest Money shall be applied to the Purchase Price at Closing or returned to Buyer, as applicable, on the following terms. If the sale of the Property is consummated pursuant to the terms of this Agreement, the Earnest Money shall be paid by Title Company to Seller at Closing and applied as a credit to Buyer's account for payment of the Purchase Price. In the event that Buyer elects, at Buyer's discretion, to terminate this Agreement, the Earnest Money shall be promptly returned by Title Company to Buyer, and Buyer shall have no further obligations hereunder, except those expressly surviving termination.

III. CLOSING

III.1 Closing. The closing of the transaction contemplated herein (the "**Closing**") shall be held on or before the Closing Date. The Closing shall be held in escrow through the office of the Title Company, or at such other location as may be acceptable to both parties in accordance with the following:

(a) **Seller's Closing Documents.** On the Closing Date, so long as Buyer is not in default hereunder, Seller shall cause to be delivered to the Title Company the following items, documents and instruments in the form specified herein, each being duly executed and acknowledged, and in recordable form, where required:

(i) A Limited Warranty Deed (the "**Deed**") conveying title to the record description of the Land to Buyer subject only to the Permitted Exceptions (as hereinafter defined).

(ii) A vendor's affidavit sufficient for the Title Company to delete the standard exceptions for non-survey matters from the Buyer's title policy.

(iii) An affidavit stating that Julio Lozano Fuentes is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986.

(iv) An affidavit stating that Jose M. Lozano Fuentes is a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986.

(v) Counterpart of a closing statement (the "**Closing Statement**") summarizing all adjustments in respect of the Purchase Price made at the Closing.

(vi) Counterpart of a Disclosure of Sales Information Form as required by Ind. Code § 6-1.1-5.5 ("**Sales Disclosure**").

(vii) Any other documents reasonably required by the Title Company or Buyer to consummate and evidence the transaction contemplated hereby.

(h) **Buyer's Closing Documents.** At the Closing, the Buyer shall cause to be delivered to Seller or the Title Company:

(i) The Purchase Price, less the Earnest Money already deposited, in immediately available funds, as otherwise adjusted for the amounts and credits set forth herein.

(ii) A counterpart of the Closing Statement and the Sales Disclosure.

(iii) Any other documents reasonably required by the Title Company to consummate and evidence the transaction contemplated hereby.

III.2 Possession. Possession of the Property shall be delivered to Buyer at Closing, subject to the Permitted Exceptions. Subject to the representations and warranties of Seller set forth in this Agreement and any document delivered by Seller at Closing, the Property will be delivered at Closing in its "as-is" condition.

III.3 Condition to Closing. Buyer's obligation to purchase the Property shall be subject to there being no material adverse changes in the Property or any of the items approved by Buyer during the Due Diligence Period. In the event Buyer is unable to satisfy the foregoing conditions on or before the Closing Date, then Buyer may terminate this Agreement by written notice to Seller.

IV.

BUYER'S INSPECTIONS

IV.1 Due Diligence Period. Buyer shall have until that date which is sixty (60) days following the Effective Date (such period being the "**Due Diligence Period**"), for Buyer and Buyer's agents and designees to enter upon the Property at reasonable times for the purposes of inspecting the Property, and making such surveys, soil tests, engineering studies and other investigations and inspections as Buyer may reasonably desire to assess the condition of the Property; provided, however, that Buyer shall conduct such activities in a manner that will not harm or damage the Property and agrees to restore the Property substantially to its condition prior to any such activities immediately after conducting the same. Prior to the expiration of the Due Diligence Period, if, for any reason whatsoever, Buyer determines that the Property is not satisfactory, then Buyer may terminate this Agreement by delivering notice of such termination to Seller. In the event of such termination, the Earnest Money shall be returned to Buyer, and thereafter no party shall have any further rights, claims or liabilities hereunder, except for those that expressly survive the termination of this Agreement. If Buyer fails to give such notice of termination as aforesaid, Buyer shall be deemed to have waived its rights under this Section, and this Agreement shall remain in full force and effect.

IV.2 Seller's Information. Within five (5) business days following the Effective Date, Seller shall deliver to Buyer copies of the following items relative to the Property (to the extent such items are in Seller's possession): leases, licenses or other agreements permitting any party to possess, occupy or enter into all or

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any portion of the Property; documentation regarding water, sanitary sewer, gas and other utilities serving the Property; environmental audit or engineering reports; soil compaction and composition reports; documentation of existence of any delineated wetlands or lack thereof; any existing title commitments or title insurance policies; tax bills affecting the Property (or any portion thereof) for the past three years; any permits affecting the Property; evidence of zoning and any conditions of development imposed upon the Property; existing boundary, topography, or other surveys; and the Underlying Contracts (collectively, the "Seller Information").

IV.3 Title and Survey. Within three (3) days of the Effective Date, Seller shall order and promptly furnish to Buyer a preliminary title commitment for an ALTA owner's policy of title insurance with respect to the Property from the Title Company, together with complete and legible copies of all instruments and documents referred to as exceptions to title (the "**Title Commitment**"). In addition to any surveys of the Property in Seller's possession at the time of Effective Date, Seller shall, within three (3) days of the Effective Date, order and promptly deliver to Buyer an ALTA/ACSM land title survey of the Property from a licensed surveyor chosen by Buyer (the "**Survey**") at Seller's sole cost. Seller shall convey good, marketable and insurable fee simple title to the Property to Buyer, free and clear of all liens and encumbrances, subject only to the Permitted (i) the lien of taxes not yet due and payable, (ii) all matters revealed by the Title Commitment or the Survey, if any, and waived or not timely objected to by Buyer pursuant to this Section 4.3, and (iii) any other matters of title to which Buyer shall expressly consent in writing (the "**Permitted Exceptions**"). Upon the later of (i) the expiration of the Due Diligence Period or (ii) twenty (20) business days following Buyer's receipt of the Title Commitment and Survey, Buyer may provide Seller notice of any matters revealed by the Title Commitment or Survey which adversely affect the Property and as to which Buyer reasonably objects (the "**Objection Notice**"). Seller shall respond to the Objection Notice within ten (10) days thereof indicating whether Seller agrees to cure such objections (the "**Seller's Response**"). In the event Seller's Response indicates that Seller is unwilling or unable to cure any objections, then Buyer may, in its discretion, within five (5) days of the date of Seller's Response, terminate this Agreement. In the event of such termination, the Earnest Money shall be returned to Buyer, and thereafter no party shall have any further rights, claims or liabilities hereunder, except for those that expressly survive the termination of this Agreement. Notwithstanding the foregoing, Seller agrees to cure any monetary encumbrances of the Property (e.g. mortgages and mechanics' liens) at or prior to Closing, and in no event shall any monetary encumbrances constitute Permitted Exceptions.

V.

CONDEMNATION AND CASUALTY

V.1 Condemnation and Casualty. If, prior to the Closing, a material portion of the Property is damaged by a casualty or is destroyed, or is taken under power of eminent domain, then Seller shall promptly give to Buyer written notice thereof ("**Seller's Notice**") and Buyer shall be entitled, as its sole remedy, to terminate this Agreement upon written notice given to Seller within ten (10) days of Buyer's receipt of Seller's Notice. In the event that Buyer does not terminate this Agreement pursuant to the immediately preceding sentence or the damage does not involve a material portion of the Property, Buyer shall close this transaction on the date and at the Purchase Price herein agreed, and Seller will assign to Buyer Seller's right in and to any insurance proceeds payable in connection with the casualty or Seller's portion of any condemnation award, as the case may be, up to the amount of the Purchase Price. For purposes of this Section 5.1, a "material portion" of the Property shall mean that portion which, if destroyed, taken or condemned, would (i) eliminate access to any portion of the remainder to which access is available as of the Effective Date, or (ii) cause any material non-compliance with any applicable law, ordinance, rule or regulation of any federal, state or local authority or governmental agency having jurisdiction over the Land.

VI.

VI.2 Representations and Warranties. Each of the warranties set forth in Section 6.1 shall survive the Closing for a period of one (1) year and except to the extent waived or modified in writing at or before Closing shall be deemed confirmed on the date of Closing.

VII.
COMMISSIONS/EXPENSES

VII.1 Brokerage Fees. Each party represents and warrants to the other that it has dealt with no broker, finder or other person with respect to this Agreement contemplated for the purchase and sale of the Property, other than for Chad Voglewede of Bradley Company ("**Buyer's Broker**") and James Jamicich, JR of Xplor ("**Seller's Broker**"), which shall each be entitled to a three percent (3%) commission payable at Closing. The parties represent and warrant to each other that no other broker will be entitled to a commission with regard to this transaction. The parties agree to indemnify each other from and against any claims related to its breach of the foregoing representation.

VII.2 Real Estate Taxes. Buyer assumes and agrees to pay all assessments for municipal improvements, if any, becoming a lien after Closing and so much of the real estate taxes and other taxes assessed for and becoming a lien during the calendar year in which Closing occurs as shall be allocable to it on or after Closing and Seller shall pay the balance of such taxes and assessments. Seller shall pay prior to or at Closing any applicable gross income tax and all taxes which are due and payable at or prior to Closing. Any real estate taxes or assessments not assumed by Buyer and which are not due and payable at the time of Closing shall be allowed to Buyer as a credit against the cash payment required at Closing, and Seller shall not be further liable for such taxes.

VIII.
DEFAULT AND REMEDIES

VIII.1 Buyer's Defaults. If Buyer fails to perform its obligations pursuant to this Agreement at or prior to Closing for any reason except for Seller's breach hereof and fails to correct such failure within five (5) business days of written notice given by Seller, Seller shall be entitled, as its sole remedy (whether at law or in equity), to terminate this Agreement in full satisfaction of claims against Buyer hereunder.

VIII.2 Seller's Defaults. If Seller fails to perform its obligations pursuant to this Agreement at or prior to Closing for any reason except for Buyer's breach hereof and fails to correct such failure within five (5) business days of written notice given by Buyer, or if prior to Closing Buyer discovers any one or more of Seller's representations, warranties, or covenants are breached in any material respect, Buyer shall elect, as its sole right and remedy (whether at law or in equity), either to (i) terminate this Agreement by giving Seller timely written notice of such election prior to or at Closing, or (ii) waive said failure or breach and proceed to Closing.

VIII.3 Attorneys' Fees. In the event either party hereto employs an attorney in connection with claims by one party against the other arising from the operation of this Agreement, the non-prevailing party shall pay the prevailing party all reasonable fees and expenses, including attorneys' fees, incurred in connection with such transaction.

VIII.4 Survival. The provisions of this **Article VIII** and any indemnities set forth in this Agreement shall survive the termination of this Agreement.

IX.
NOTICES

IX.1 Notices. Any notice, request, demand, instruction or other communication to be given to either party hereunder, except those required to be delivered at Closing, shall be in writing, and shall be given and deemed to be delivered and/or received (a) the date when sent if sent by email on a business day (otherwise delivery shall be deemed on the next succeeding business day) and so long as a duplicate copy is sent the same day by overnight delivery; (b) upon receipt if hand delivered; (c) the following business day after being sent by overnight delivery by a recognized overnight courier service; or (d) three (3) business days after deposit of such notice in registered or certified mail, return receipt requested, addressed to the parties as set forth in Section 1.2. The addresses and addressees for the purpose of this article may be changed by either party by giving notice of such change to the other party in the manner provided herein for giving notice. For the purpose of changing such addresses or addressees only, unless and until such written notice is received, the last address and addressee stated herein shall be deemed to continue in effect for all purposes.

X.
ESCROW INSTRUCTIONS

X.1 Supplemental Escrow Instructions. No later than five (5) days of execution of this Agreement, Seller shall deliver an executed counterpart of this Agreement to the Title Company to serve as the instructions to the Title Company as the Earnest Money escrow holder for consummation of the transaction contemplated herein. Seller and Buyer agree to execute such additional and supplementary reasonable escrow instructions as may be appropriate to enable the Title Company to comply with the terms of this Agreement, provided, however, that in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of this Agreement shall prevail.

XI.
MISCELLANEOUS

XI.1 No Modifications; Merger. This Agreement, together with the exhibits attached hereto, all of which are incorporated by reference, is the entire agreement between the parties with respect to the subject matter hereof, and no alteration or modification hereof shall be binding unless in writing and signed by both parties. All representations, warranties and covenants contained herein shall be deemed to be merged into the deed to be delivered by Seller to Buyer hereunder.

XI.2 Invalidity. If any provision of this Agreement 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 Agreement 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.

XI.3 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Indiana.

XI.4 Assignment. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, Buyer and Seller and their respective legal representatives, successors and permitted assigns. Seller shall not assign this Agreement, in whole or in part, without the prior written approval of Buyer, which consent may be withheld in Buyer's sole discretion. Buyer may assign this Agreement in whole, without the prior written approval of Seller, provided that any such assignee shall assume all of the duties, obligations and liabilities of Buyer under this Agreement.

XI.5 Confidentiality. Seller shall make no public disclosure of the terms of this transaction without the prior written consent of Buyer unless legally compelled to do so (by deposition, interrogatory, request

REPRESENTATIONS, WARRANTIES AND COVENANTS

VI.1 Representations and Warranties. Seller represents and warrants to Buyer as follows:

(a) Seller has full power and authority to enter into this Agreement and to perform its obligations hereunder in accordance with the terms hereof. The individual who has executed this Agreement on behalf of Seller as Seller's Attorney in Fact has been duly authorized to do so.

(b) Julio Lozano Fuentes is not a "foreign person" under the Foreign Investment in Real Property Tax Act.

(c) Jose M. Lozano Fuentes is a "foreign person" under the Foreign Investment in Real Property Tax Act.

(d) There is no agreement to which Seller is a party or by which to Seller's knowledge Seller is bound that is in conflict with this Agreement. Seller is the sole owner of the Property, and no party other than Seller has or claims any unrecorded or undisclosed legal or equitable interest therein. No person or entity has a lease, license, or other right to use the Property.

(e) There are no agreements, rights of first refusal, leases, rights of first offer, options or other instruments or agreements in effect with respect to the Property.

(f) Seller has not received any notice of pending or threatened claims, condemnations, planned public improvements, annexation, special assessments, rezoning or other adverse claims affecting the Property.

(g) Seller represents and warrants that neither Seller nor, to the best of Seller's knowledge, any previous owner of the Property has used, generated, stored, released or disposed of any Hazardous Substances, as hereinafter defined, on the Property. Seller shall comply with all laws, governmental standards and regulations applicable to Seller and/or to the Property in connection with occupational, health and safety Hazardous Substances and environmental matters prior to Closing. No notification of release of a Hazardous Substance has been filed as to the Property, and Seller shall promptly notify Buyer of Seller's receipt of any notice of any violation of any such law, standards or regulations. As used herein, the term "**Hazardous Substances**" means any toxic or hazardous waste or substances, including, without limitation, asbestos, PCBs, petroleum, substances defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 1802 et seq., The Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., the Toxic Substance Control Act of 1976, as amended, 15 U.S.C. Section 2601 et seq., or any other applicable local, state or federal environmental statutes.

(h) There is no litigation, proceeding or investigation pending or, to Seller's knowledge, threatened against or involving Seller or the Property, and Seller does not know or have reason to know of any grounds for any such litigation, proceeding or investigation, which could have an adverse impact on Buyer, Seller or Seller's title to or use of the Property, either before or after Closing.

(i) There are no agreements, obligations, or other rights of third parties related to the Property.

(j) Except as may be specifically provided for herein, or as specifically assumed by Buyer, Buyer shall not assume nor be responsible in any way for any liabilities of Seller, whether arising out of the performance of services by Seller, the use of the Property by Seller or otherwise.

for documents, subpoena, civil investigation or demand or similar process or by law), except that Seller may discuss the transaction in confidence with its members, attorneys, lenders, representatives, agents, contractors, proposed joint ventures, or prospective mortgagees.

XI.6 Captions. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the scope or content of any of its provisions.

XI.7 No Partnership. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between Buyer and Seller or their successors in interest; and the obligations of Buyer hereunder are joint and several.

XI.8 No Recordation. Buyer and Seller agree not to record this Agreement or any memorandum hereof.

XI.9 Time Periods. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday.

XI.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution of this Agreement, the parties may execute and exchange facsimile or electronic counterparts (.pdf format) of the signature pages, provided that executed originals thereof are forwarded to the other party on the same day.

XI.11 Waiver of Jury Trial. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THAT EITHER PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THE PROPERTY, THE CONVEYANCE INSTRUMENT OR ANY OTHER DOCUMENTS EXECUTED IN CONNECTION HERewith, OR IN RESPECT OF ANY COURSE OF CONDUCT, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH OF THE PARTIES TO ENTER INTO THIS TRANSACTION AND SHALL SURVIVE THE CLOSING OR THE TERMINATION OF THIS AGREEMENT.

[remainder of page intentionally blank; signature pages to follow]

EXECUTED by Seller the 30 day of Julio, 2025.

SELLER:

By: Victor L. Lozano F
Julio Lozano Fuentes

By: Jose M. Lozano F
Jose M. Lozano Fuentes

EXECUTED by Buyer the ____ day of _____, 2025.

NEW HAVEN SPARK, INC.

By: _____
Randy Price, President

ATTEST:

By: _____
Pone Vongphachanh

**EXHIBIT A
LEGAL DESCRIPTION**

The Property is described as follows:

Certain real property located in Allen County, Indiana, commonly known as 620 LINCOLN HWY W NEW HAVEN, IN 46774 and having Parcel Numbers 02-13-11- 151-001.000-041 & 02-13-11-151-002.000-041 & 02-13-11-151-003.001-041, together with all tenements, hereditaments, privileges, appurtenances, improvements, and fixtures belonging thereto, as more generally depicted below.



DMS 41531742.4

PURCHASE AGREEMENT
INDS01 DEW 1334265V3

SCHEDULE 8.1.3- PAGE 11

VLF

BolW 8/5/25

500 East 96th St., Suite 500
Indianapolis, IN 46240
317.713.4615
bfsengr.com



July 1, 2025

INDIANAPOLIS | LAFAYETTE | MERRILLVILLE
FORT WAYNE | PLAINFIELD | SOUTH BEND | LOUISVILLE

Mr. Dave Jones
Superintendent of Public Works
City of New Haven
P.O. Box 570
New Haven, IN 46774

RE: Task Order – MS4 Program Evaluation

Dear Mr. Jones:

Butler Fairman & Seufert (BF&S) appreciates the opportunity to expand our services for the City of New Haven and conduct a systematic evaluation of the City's MS4 program. To include an evaluation for compliance with the requirements set forth in the IDEM MS4GP (City's MS4GP No. INR040063) and identify opportunities for program enhancement.

SCOPE

The scope of work includes that which is necessary to assist with the internal audit of the City's Municipal Stormwater Program, in comparison with the requirements set forth in the IDEM MS4GP, City's Stormwater Quality Management Plan, and related SOPs. We will coordinate document review and program staff interviews evaluating the program and reviewing the findings with the city.

SCHEDULE

Assuming a Notification to Proceed by no later than August 1, 2025, the suggested MS4GP evaluation can be provided to the City by November 1, 2025.

FEE

We propose to perform the noted services, invoiced as a lump sum, for an amount of \$8500.00. Our work will be subject to the terms of the General Services Contract dated January 5, 2023.

We appreciate the opportunity to work with the City of New Haven on this important endeavor. Should there be any questions, please contact the undersigned.

Sincerely,

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

Samantha Groce, CESSWI
Stormwater Department Head
BUTLER, FAIRMAN & SEUFERT, INC.

BOW 8/5/25



City of New Haven

Enhanced Performance Assessment

07 / 07 / 2025



WWW.DUKES.COM

Precision I&I Microdetection - Scope of Services

Process

1. Receive and upload current GIS / GDB files from client (data requisition guide may be supplied upon project initialization).
2. Determine location to place initial iTracker units based on flow data obtained from maps or GIS files to properly canvas the study area. Final locations placed with client collaboration to achieve best results.
3. Provide client link to view or approve locations for units.
4. Access manholes and install iTracker units in accordance with manufacturer recommended installation procedures. If unable to access/locate previously approved manhole locations, a viable alternative will be selected by Duke's.
5. After 60 days installed and a qualifying rain event (defined as single day rain event 1" or greater), Duke's will remove the iTracker units. If there is no qualifying rain event, then Duke's will extend the study period an additional 30 days, for a maximum of 90 days. If an additional field visit is needed for project maintenance after 90 days, a mobilization fee may be required.
 - 5.1. Rain data will be determined by using compiled Doppler radar-derived precipitation measurements, generating hourly grids with data points spaced at 1-km (1/2-mile) intervals across the continental United States – a so-called "rainfall map." This highly detailed picture of hourly data is based on a combination of various sources:
 - 5.1.1. Precipitation data from a network of 180 NWS-maintained overlapping dual-polarization Doppler radar networks.
 - 5.1.2. Input from over 20,000 rain gauges.
 - 5.1.3. Satellite data processed every 15-minutes.
 - 5.1.4. Hourly automatic observations from reporting stations (often located at airports).
 - 5.1.5. Numerical models and climatology.
6. Upon project completion, review, analyze and report data from test period to identify areas of the system prone to elevated levels of inflow or infiltration during and after rain events. Duke's will provide access to Insight 360, Duke's web hosted data platform. A username and password will be provided so that access to all data, graphs, maps, and raw data downloads are available.

Responsibilities of Duke's

1. Provide staff with proper identification and PPE including, but not limited to, hi-vis vests.
2. Ensure that all vehicles are properly marked and have adequate safety lighting.
3. Act in a polite, professional manner at all times and especially when dealing with the public.
4. Report any severe observations to the point person from the client's office assigned to this project.

Responsibilities of Client

1. Provide contractor with all electronic data to successfully complete the project.
2. Assist contractor with public issues or concerns.
3. Agree to promptly review and advise contractor on any changes to location of iTracker units, if client is participating in the iTracker placement process.
4. Assist contractor with location and access of buried or surcharged manhole structures that have been deemed optimal locations for iTracker placement.
5. Assist Dukes with traffic control to ensure a safe installation of units. If traffic control or permitting is the responsibility of Duke's, client must disclose this prior to execution of contract and commencement of work.

REV 02.2025

I&I MICRO-DETECTION

I&I micro-detection is essential for creating a Smart Wastewater System.

At Duke's, we understand that detecting infiltration and inflow (I&I) can be a frustrating and expensive process. That's why we utilize cutting-edge micro-detection technologies to quickly and accurately isolate the line segments within a basin that are causing excess I&I. By pinpointing these specific areas, we can start optimizing your sewer system right away.

We know that chasing down I&I can be a daunting task, especially when most models only detect the problem within a few miles. But with our advanced technology, we can detect even the smallest points of entry, saving you time and money in the long run. Trust Duke's to efficiently and effectively tackle your I&I problems.

We do it with precision pinpointing of lines.

- ✓ Duke's micro-detection units and software identify specific areas to address for I&I management
- ✓ Custom algorithms compare dry days to rain events to provide charts, graphs, and reports on I&I flows
- ✓ Deliverables are provided in an easy-to-use and understand interface.



Flow Meter



iTracker

Monitors major basins for signs of I&I

Pinpoints I&I down to mini and micro-basins

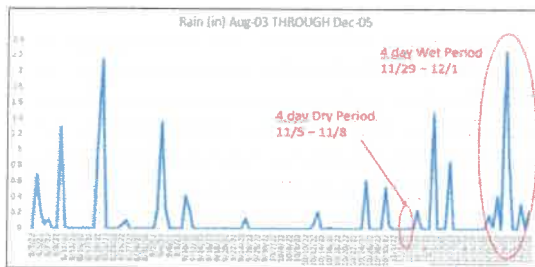


COLLECTION BASIN

Duke's has the added capability to combine traditional gravity area-velocity meters *and* Duke's Sentinel Pump Station Flow Monitors.

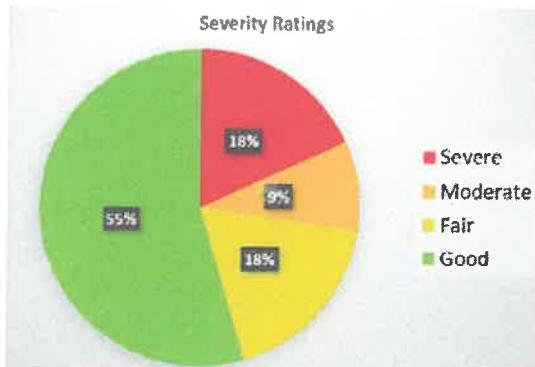


ADVANCED DELIVERABLES



WET WEATHER ANALYSIS

A wet weather analysis is a powerful tool for sewer system operators and municipalities to identify and manage I&I issues during periods of precipitation. The analysis provides detailed data on I&I flows, enabling operators to pinpoint problem areas and prioritize mitigation efforts. By utilizing this data, sewer systems can be optimized, reducing the risk of costly and disruptive sewer overflows and backups.



SEVERITY RATINGS

Duke's team of engineers utilize custom in-house developed algorithms that compare 4-day rain events with 4-day dry events to determine areas of concern and triage the results into 4 categories: Severe, Moderate, Fair and Good. These severity ratings can help prioritize further investigation in select micro-basins to minimize time spent searching for I&I entrance points.



DUKE'S INSIGHT 360 INTERACTIVE PLATFORM

Duke's Insight 360 is an online platform that can be used to view all Dukes micro detection studies, and all other data collection service results. This platform gives a client's full team easy access to their information from anywhere, anytime they have access to the internet. In addition to the online electronic deliverables, Dukes also provides hard copies and printed maps upon request.



I&I MITIGATION MAPS

After analyzing the data collected during the study time period, color-coded maps will be created, providing a visual representation of the sewer system and highlighting each area included within the study and color coded according to the severity of the assessed level of inflow and infiltration. These maps can be viewed either online at Duke's Insight 360 or can be physically printed, formatted to 11x17 or 24x36-inches, whichever is preferred.

Acoustic Pipeline Inspection (SL RAT) - Scope of Services

Process
1. Complete field survey by installing transmitter and receiver between each pipeline segment in the test area. Any lines greater than 12" will automatically be excluded due to the maximum pipe size eligible for collection with the SL Rat unit. 2. Collect score of pipe segment and record it into our database. 3. Upload data to server and audit for errors. Any errors are recorded and communicated to field staff to retest the line segment. 4. Provide .CSV and .SHP export data files for pipeline segments. 5. Upon project completion, provide executive summary report identifying all pipes and their corresponding scores. Duke's will provide access to Insight 360, Duke's web hosted data platform. A username and password will be provided so that access to all data, graphs, maps, and raw data downloads are available

Responsibilities of Duke's	Responsibilities of Client
1. Provide staff with proper identification and PPE including, but not limited to hi-vis vests. 2. Ensure that all vehicles are properly marked and have adequate safety lighting. 3. Act in a polite, professional manner at all times and especially when dealing with the public. 4. Report any severe observations to the point person from the client's office assigned to this project.	1. Provide contractor with all electronic data or PDF maps to successfully complete the project. 2. Assist contractor with public issues or concerns. 3. Assist with locating or exposing "cannot locate" or "cannot access" structures while on site. 4. Provide point of contact for project. 5. Make every possible effort to ensure that the survey map is current and accurate and that manhole lids are accessible so that project can be completed in designated time frame.

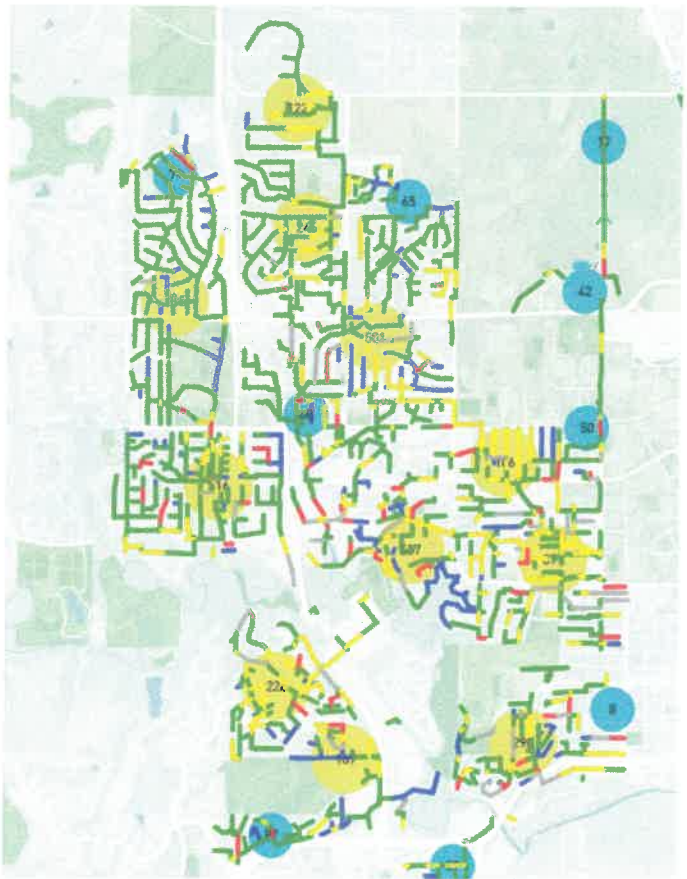
Optional Services for Additional Cost
<u>API+ (Acoustic Pipeline Inspection & Manhole Assessment)</u> When included in the proposal, service includes acoustic pipeline testing (SL-RAT) and an additional field inspection of the manhole, which includes: • High resolution manhole photo from topside looking down, referred to as in "Invert Photo". • One "Area Photo" that shows the manhole cover in relation to other objects, for locating purposes. • Manhole Field Score 1-5, where a score of 5 designates a manhole in urgent need of attention, 3 designates average, and 1 designates a manhole in very good condition. • Manhole data is integrated within the same data platform/deliverable.
<u>Snapping Pipeline Segments</u> When included in proposal, snap pipeline segments to adjoining manholes with the SL RAT score
<u>Integration Into Client Asset Management or Work Order System</u> When included in proposal, and when available, consultant to work with utility to define scores and populate those into client's work order management system for cleaning or further CCTV review. Standard deliverables include .CSV file output as part of base service pricing.

REV 05.2023

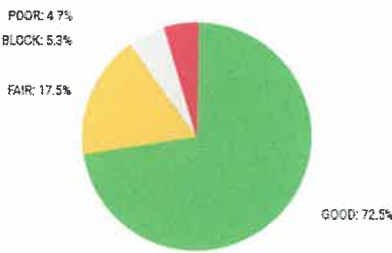
Acoustic Pipeline Inspection Deliverables

EXECUTIVE DASHBOARD

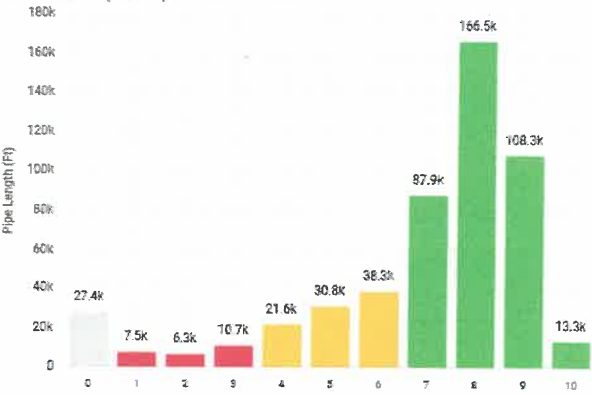
Drill down charts in our online deliverables platform, Insight 360, allow you to quickly get the data you need to repair your system.



SL-RAT Score Distribution



Acoustic Pipe Inspection Scores

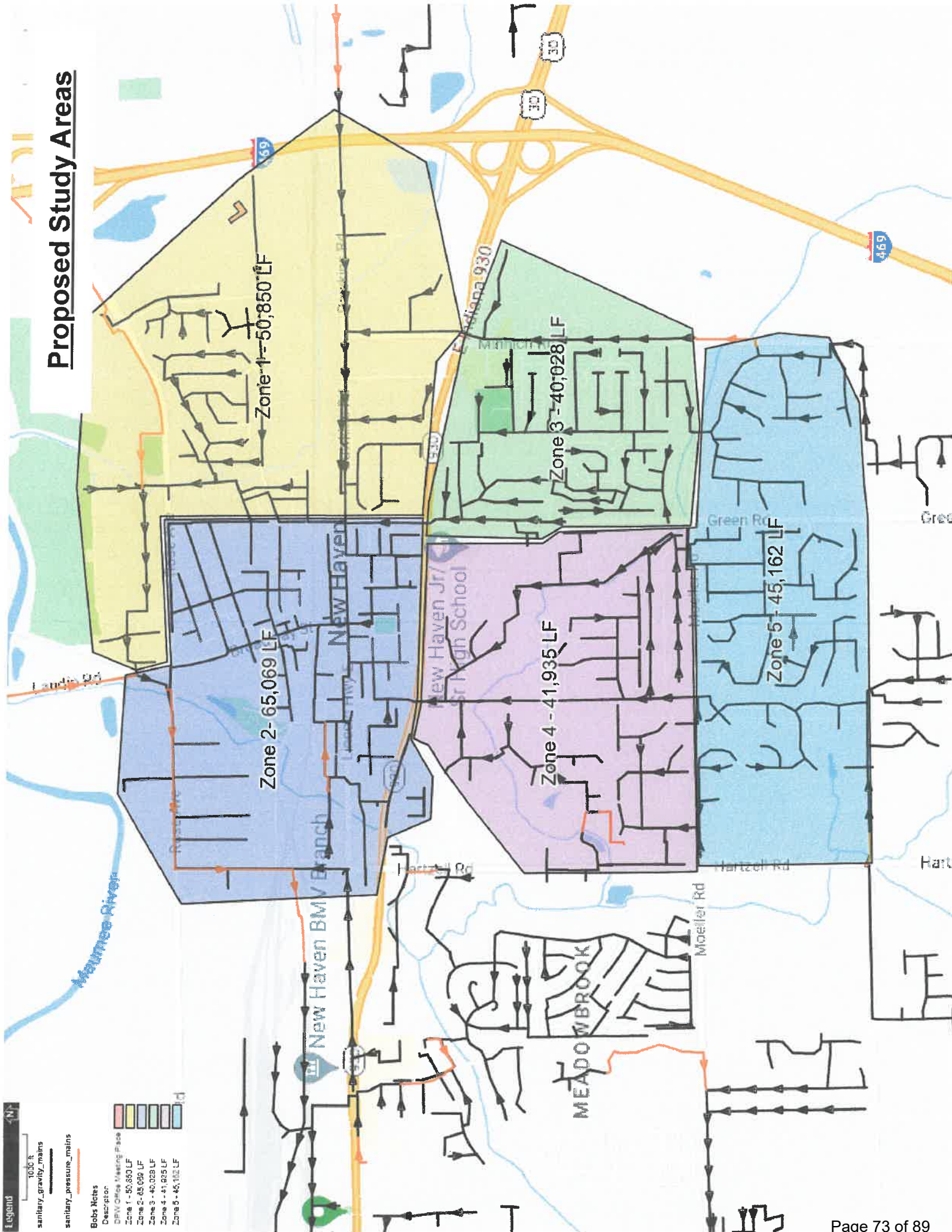


REV 11.2024

Maps of Subject Area

Proposed subject area supporting documents and maps

Proposed Study Areas



Fee Estimate

The prices quoted herein will remain in effect for the length of this contract, unless changes are agreed upon in writing by both parties.



TYPE OF SERVICE	Price	UM	QTY	Subtotal
☐ Enhanced Performance Assessment Program - Zone 1 Approximately 43 iTrackers iTracker Remobilization (after 90 days) - Zone 1: \$15,050	\$1.76	LF	50850	\$89,496.00
☐ Enhanced Performance Assessment Program - Zone 2 Approximately 55 iTrackers iTracker Remobilization (after 90 days) - Zone 2: \$19,250	\$1.76	LF	65069	\$114,521.44
☒ Enhanced Performance Assessment Program - Zone 3 Approximately 34 iTrackers Includes: - iTracking Precision I&I installation, data upload, analysis and movement of units to microdetect the basin(s). - Simultaneous analysis of pipeline segments through acoustic monitoring and reporting. - Analytics tools and Executive Summary Report. - Data plotted in GIS and delivered in GDB format.	\$1.76	LF	40028	\$70,449.28
☐ iTracker Remobilization (after 90 days) - Zone 3 Per Scope of Services page, if no qualified rain event within 90 days of the I&I study, we will re-mob to replace batteries and reinstall the iTrackers for an additional 60-90 days.	\$11,900.00	LS	1	\$11,900.00
☐ Enhanced Performance Assessment Program - Zone 4 Approximately 35 iTrackers iTracker Remobilization (after 90 days) - Zone 4: \$12,250	\$1.76	LF	41935	\$73,805.60
☐ Enhanced Performance Assessment Program - Zone 5 Approximately 38 iTrackers iTracker Remobilization (after 90 days) - Zone 5: \$13,300	\$1.76	LF	45162	\$79,485.12

Total **\$70,449.28**

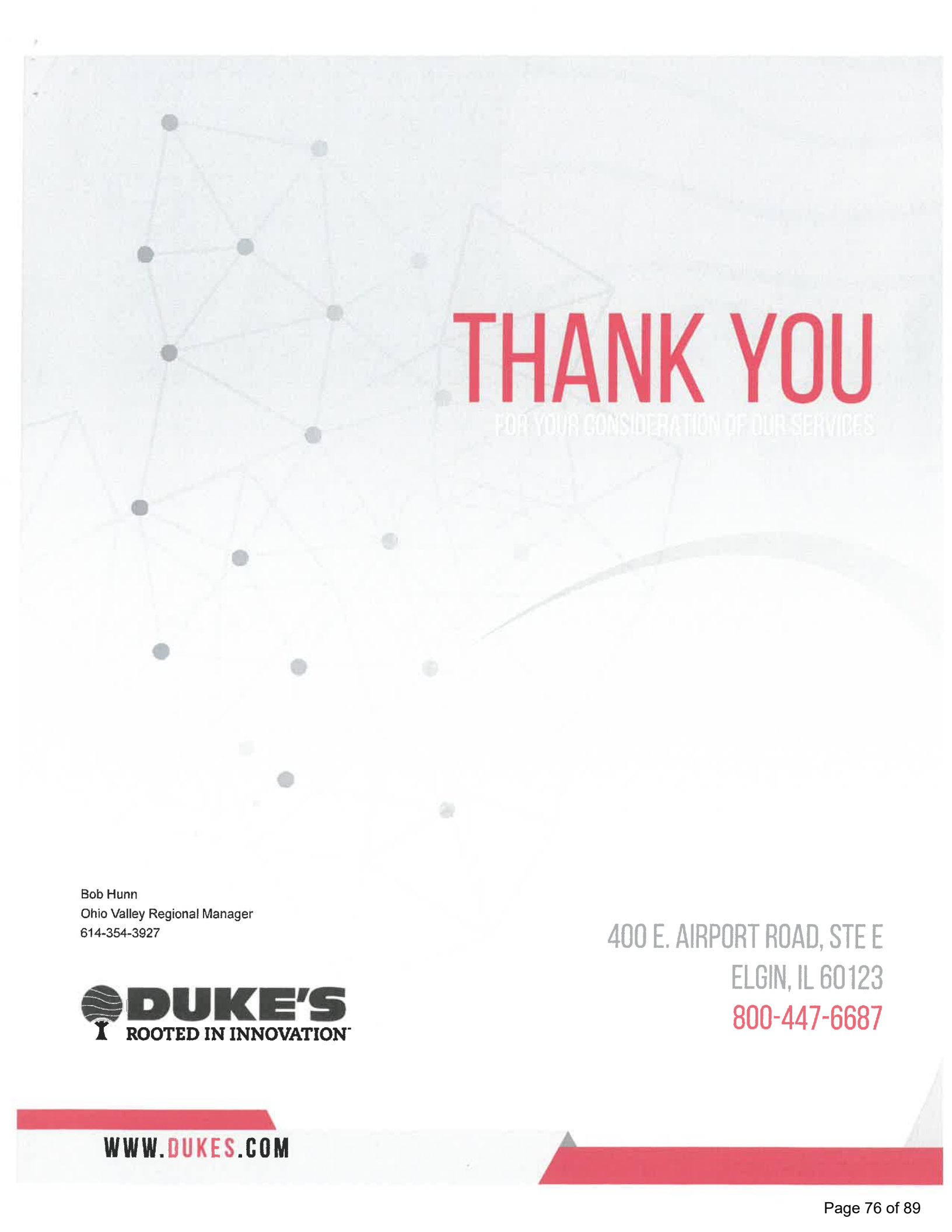
Agreement of Service



By signing below, City of New Haven agree to all provisions set forth in this proposal. Any requirements not listed in this proposal may be subject to additional fees.

City of New Haven

Dave Jones
Superintendent of Utilities



THANK YOU

FOR YOUR CONSIDERATION OF OUR SERVICES

Bob Hunn
Ohio Valley Regional Manager
614-354-3927



400 E. AIRPORT ROAD, STE E
ELGIN, IL 60123
800-447-6687

WWW.DUKES.COM

AGREEMENT between (Client name), City of New Haven Abonmarche Project Number: 25-0982
(Date) 06/12/2025

(Client address) 815 Lincoln Highway E, New Haven, IN 46774 (Phone) 260-748-7040

(Cell) _____ (Fax) _____ (Email) nhooley@newhaven.in.gov hereinafter referred

to as the Client, and Abonmarche Consultants, Inc., referred to as Abonmarche, located at: 315 W Jefferson Blvd South Bend, IN 46601

The Client contracts with Abonmarche to perform professional services regarding the Client's project generally referred to as:
(Project Name) GIS On-Call Services (Location) New Haven, Indiana

The professional services to be provided by Abonmarche, collectively referred to as the Work Plan, are as follows:

(Scope of work) As set forth in the Work Plan

(Project schedule) _____

(Special Provisions) _____

Abonmarche's proposal/work plan, dated _____ is incorporated into this Agreement by reference, and is limited to the services described therein. Abonmarche's Terms and Conditions for Professional Services are incorporated by client's Authorization signature below.

The Client agrees to promptly pay for services provided by Abonmarche for the Scope of Work according to the following:

(Fee/Type) Not to exceed \$30,000 as set forth in the attached Proposal

Prior to commencement of services, the Client will specify any and all documentation that the Client requires for submission with the invoice for services provided by Abonmarche. Absent any special request from the Client, Abonmarche will send its standard form of invoice.

If, after receipt of an invoice from Abonmarche, the Client has any questions, objections, or if there are any discrepancies in the invoice, the Client shall identify the issue in writing within ten (10) days of its receipt. If no written objection is made within the ten (10) day period, any such objection shall be deemed waived.

Abonmarche invoices are due upon receipt and shall be considered past due if not paid within 30 calendar days of the invoice date. The parties agree that interest of 1.5% per month will be added to any unpaid balance after 30 days. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

The Client has designated Mr. Nathan Hooley as its Representative. The Representative shall have the authority to execute any documents pertaining to this Agreement or amendments thereto, and for the approval of all change orders, addenda, and additional services to be performed by Abonmarche. The representative shall be the contact person for submission of all documents, invoices or communications.

Authorization to Proceed and Guarantee of Payment: By signing this Agreement, the Client authorizes Abonmarche to provide services described above, and that the Client is the responsible party for making payment to Abonmarche. By signing below, I acknowledge that I have received and agree to the Terms and Conditions on Pages 2-4 of this Agreement, and I understand that the Terms and Conditions take precedence over all prior oral and written understandings. These Terms and Conditions can only be amended, supplemented, modified, or canceled by a written instrument signed by both parties. Any notice or other communications shall be in writing and shall be considered to have been duly given when personally delivered or upon the third day after being deposited into first class certified mail, postage prepaid, return receipt requested.

Authorized Client Representative	If Individual	Authorized Abonmarche Representative
Client: <u>Nathan Hooley</u>	Signature: _____	Signature: _____
Signature: _____	Printed Name: _____	Printed Name: <u>John Linn. PE</u>
Printed Name: _____	Date of Birth: _____	Title: <u>Chairman of the Board</u>
Date Signed: _____	Driver's License #: _____	Originating Office: <u>Abonmarche Consultants, Inc.</u>
Federal Tax ID: _____	Employed by: _____	<u>315 W Jefferson Blvd</u>
	Address: _____	<u>South Bend, IN</u>
	City/State: _____	<u>46601</u>
	Date Signed: _____	Date Signed: _____

TERMS AND CONDITIONS OF PROFESSIONAL SERVICES AGREEMENT

1. **Agreement.** These Terms and Conditions shall be incorporated by reference and shall prevail as the basis of the Client's Agreement to Abonmarche. Any Client document or communication in addition to or in conflict with these Terms and Conditions shall be subordinate and subject to these provisions.
2. **Execution.** Abonmarche has the option to render this Agreement null and void, if it is not executed within thirty (30) days of delivery.
3. **Client Responsibilities.** The Client will provide all criteria and information concerning the requirements of the Project. Abonmarche shall be entitled to rely on the accuracy and completeness of services and information furnished by the Client, including services and information provided by design professionals or consultants directly to the Client. These services and information include, but are not limited to, surveys, tests, reports, diagrams, drawings, and legal information. The Client will assume responsibility for interpretation of contract documents and for construction observation and will waive all claims against Abonmarche that may be in any way connected, unless Abonmarche's services under this Agreement include full-time construction observation or review of contractor's performance. The Client shall designate in writing a person with authority to act on Client's behalf on all matters related to Abonmarche's services.
4. **Performance.** The standard of care for services performed by or provided by Abonmarche will be the care and skill ordinarily used by Abonmarche's profession practicing under similar circumstances at the same time and in the same locality. Abonmarche makes no warranty, expressed or implied, with respect to any services provided by Abonmarche. Abonmarche may be liable for claims, damages, cost, loss or expense (including reasonable attorney's fees) to the extent caused by the negligent acts, errors, or omissions of Abonmarche.
5. **Billing and Payment.** The client shall make an initial payment of \$ 0.00 (retainer) upon execution of this Agreement. The retainer shall be held by Abonmarche and applied against the final invoice. If the Client fails to make payments when due and Abonmarche incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to Abonmarche. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Abonmarche staff costs at standard billing rates for Abonmarche's time spent in efforts to collect. This obligation of the Client to pay Abonmarche's collection costs shall survive the term of this Agreement or any earlier termination by either party.
6. **Hourly Billing Rates.** If payment is on an hourly rate, Client will pay Abonmarche at the current hourly billing rates. The hourly rates are adjusted annually or as deemed appropriate.
7. **Reimbursable Expenses.** Reimbursable expenses, the actual costs incurred directly or indirectly for the Client's Project, will be charged at Abonmarche's current rates. Examples of reimbursable expenses include, but are not limited to: mileage, tests and analyses, special equipment services, postage and delivery charges, telephone and telefax charges, copying, printing, and binding charges, commercial transportation, meals, lodging, special fees, licenses, and permits. Subconsultant and outside technical or professional services will be charged on the basis of the actual costs times a factor of 1.15.
8. **Additional Services.** Additional services that may be provided pursuant to the Agreement or any subsequent modification of the Agreement will be authorized by written amendment signed on behalf of the Client and Abonmarche. Additional services performed by

Abonmarche are subject to all Terms and Conditions and the Client will be responsible for payment. Should the Client, regulatory agency, or any public body or inspector direct modification or addition to services covered by this Agreement, including costs relating to the relationship between the Client and a third party i.e. punch lists, change orders, and disputes, the cost will be added to the agreed price. Requests for extra services should be made in writing via a change order, but nonetheless, Abonmarche is entitled to be paid for extra services provided whether or not it is in writing.

9. **Underground Structures or Buried Utilities.** The Client is responsible for identification and location of all public and private buried structures on the Client's property and the Project site, such as, but not limited to, storage tanks and lines, or gas, water, sewer, electrical, phone, cable, or any other public or private utilities. It is agreed that Abonmarche is not responsible for accidental damage to utilities or underground structures, whether known, unknown or improperly located. The client shall be responsible for design fees if changes are necessary. Utility locating or marking services provided by Abonmarche are not substitutes for complying with the utility owner notification requirements or the locating services (811 systems) required prior to an excavation. Utilities shown as located by ground penetrating radar are approximate only. No excavation took place to verify the positions shown or to verify the type of utility (except as noted). Careful excavation is required for verification of the buried utility. The owner or customer assumes the risk of error and the actual location of the underground utility. Abonmarche is not providing any certification or guarantee regarding the exact location of any underground utility.
10. **Hazardous or Contaminated Materials/Conditions.** Abonmarche does not provide environmental services. As such, Client will advise Abonmarche, in writing and prior to the commencement of services, of all known or suspected hazardous or contaminated materials/conditions present at the site(s). Abonmarche and the Client agree that the discovery of unknown or unconfirmed hazardous or contaminated materials/conditions constitutes a changed condition that may require Abonmarche to renegotiate the scope of work or terminate its services. Abonmarche and Client also agree that the discovery of said materials/conditions may make it necessary for Abonmarche to take immediate measures to protect health, safety, and welfare of those performing services. Client agrees to compensate Abonmarche for any costs incident to the discovery of said materials/conditions. Client acknowledges that Abonmarche cannot guarantee that contaminants do not exist at a project site. Similarly, a site which is in fact unaffected by contaminants at the time of Abonmarche's surface or subsurface exploration may later, due to natural phenomenon or human intervention, become contaminated. Client waives any claim against Abonmarche, and agrees to defend, indemnify and hold Abonmarche harmless from any claims or liability for injury or loss in the event that Abonmarche does not detect the presence of contaminants through techniques commonly applied in the provision of their services.
11. **Underground Conditions.** Abonmarche shall have no responsibility for the identification of existing or unforeseen/differing underground conditions. The Contractor shall have sole responsibility for determining the nature of underground conditions and the means and methods of dealing with those conditions. Abonmarche is entitled to rely upon the information provided by geotechnical consultants and shall have no responsibility for the accuracy or correctness of the data contained in the geotechnical reports.
12. **Site Access and Security.** With the exception of access rights that land surveyors are afforded by law, the Client will provide Abonmarche access to the Project site and the Client will be responsible for obtaining any necessary

June 12, 2025

Nathan Hooley
City of New Haven Planning Department
RE: New Haven Planning

RE: **Proposal for Professional Services
Extension of GIS On-Call Services
Scope of Work**

Dear Mr. Hooley,

Attached for your review and approval is our proposal to provide GIS mapping services to update GIS Applications and programs. These services may include the following.

- Update Collector App with new Field Maps
- Begin phasing out Web Application Maps and replace them with Experience Builders
- Enable Edits on utility data

Optional:

Thank you for this opportunity. We look forward to working with the City of New Haven Planning Department Authority on this project. If you have any questions or concerns, please do not hesitate to contact me at jmweaver@abonmarche.com or (574) 747-7579.

Sincerely,



Jeffrey Weaver, GISP
Director of Digital Solutions
Abonmarche Consultants, Inc.

WORK PLAN

PROJECT UNDERSTANDING

The City of New Haven uses the ESRI Geographic Information System (GIS) to support planning and development for the city, as well as collaboration with other departments, and data management. The City also utilized the GIS for analysis to provide more information to support better decision-making. This scope includes additional services by Abonmarche to ensure the GIS meets New Haven's functional and technical requirements.

SCOPE OF SERVICES

We have tailored our scope of services pursuant to our discussion with staff and our understanding of the services generally necessary to support the tasks outlined by your Team. We have assigned Clayton Norris to serve as the project manager for this project and to ensure the services are efficiently delivered and the goals of the Planning Department and City are met. Our proposed services for the above-described project are outlined in the tasks as follows:

Task #1: Project Management

This task includes project staffing, budget, and schedule management over the duration of this project. Abonmarche will keep you informed of the status of the project and coordinate invoicing related to the project.

The planning department and Abonmarche staff will schedule an online review meeting to review the project intent, scope of services options, project schedule, project contacts and communications, site access, and invoicing procedures.

Deliverable: Meeting minutes emailed to attendees

Task #2: GIS On-Call Contracts

Abonmarche will continue to provide support, guidance, and training on GIS-related activities. Examples of activities can include:

- Training for Tyler Smith on GIS migration of data
- PAR (Problems and Resolution) database and workflows
- As-Built review and updates to GIS
- Database and GIS backups and restore procedures

Deliverables:

- PAR database
- As-Built Dashboard
- SOPs for Training



ADDITIONAL ITEMS

- The planning department will provide Abonmarche electronic or paper copies of available reports, data, records, and other information to complete the project.
- Meetings will be held remotely, whenever possible, via Microsoft Teams or a by phone call.
- The planning department will provide Abonmarche with access to all necessary software as required.
- The planning department will direct all other tasks as budget permits
- The locations for the plots that will be provided are based on topological data and historical information from PGCA. No underground facility, condition, or asset identification will be used, and Abonmarche will not be responsible for any issues that may arise due to underground assets or conditions.

FEES FOR SERVICES

The budget includes approximately 30 hours for these services. This will be billed on a time and materials basis per the Abonmarche 2025 standard rates (enclosed).

Abonmarche shall receive, as payment for the work performed under this contract, a Not-to-Exceed total amount of **\$30,000** unless a supplement is executed by the parties, which increases the maximum amount payable. Payment will be made based on the number of hours worked on a monthly basis. This total amount is made up of the following costs per task:

Task #1 – Project Management \$1,000

Task #2 – GIS On-Call Services \$29,000

ANTICIPATED SCHEDULE

Abonmarche is prepared to begin work immediately upon written authorization to proceed. This contract will begin with a Kickoff meeting upon authorization from the planning department, and end 12 months after the Kickoff meeting unless work is completed sooner.



STANDARD HOURLY RATES

Engineering

Firm Principal	\$250-288
Senior Project Engineer/ Manager/ Group Director	\$205-250
Project Engineer / Project Manager	\$95-205
Staff Engineer	\$110-135
Landscape Architect	\$110-145
CADD Technician	\$90-120
Senior Construction Technician/Construction Technician/ Office Technician	\$65-115
Electrical Engineer	\$93-170
Mechanical Engineer	\$129-170
Structural Engineer	\$140-205
Senior Urban Planner	\$135-145
Urban Planner	\$105-120
Engineering Intern	\$55-75

Architecture

Lead Architect	\$185-205
Senior Licensed Architect/Project Manager	\$145-185
Project Architect/Project Manager	\$140-160
Architectural Draftsman/Designer	\$120-140
Interior Designer	\$95-120
Architectural Intern	\$75-85

Surveying

Senior Surveyor/Project Manager/Group Director	\$145-160
Project Surveyor	\$125-135
Survey Crew Manager	\$100-130
Survey Crew Chief	\$85-120
Survey Technician	\$65-95
CADD Technician	\$90-95

Digital Services

Group Director	\$220
GIS Specialist/Analyst	\$80-135

Auxiliary Services

IT Support Technician/Manager	\$144-206
Administrative/Executive Assistant/Graphic Designer/Grant Specialist	\$70-90
Development Services Professionals	\$125-205

Effective 01/01/2025 Rates Subject to Change



permission from any affected third-party property owners for use of their lands. The Client is solely responsible for site security.

13. **Consultants.** Abonmarche may engage Consultants at the request of the Client to perform services which are typically the Client's responsibility, such as surveys, geotechnical and environmental assessments. The Client agrees that Abonmarche will not be responsible for, or in any manner guarantee, the performance of services by the Consultants. The Client further agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Abonmarche, its officers, directors, employees and subconsultants (collectively, Abonmarche) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from subsurface penetrations in locations authorized by the Client or from the inaccuracy or incompleteness of information provided to Abonmarche by the Client, except for damages caused by the sole negligence or willful misconduct of Abonmarche.
14. **Opinions of Cost.** Any opinions of probable construction cost and/or total project cost provided by Abonmarche will be on the basis of experience and judgment, but these are only estimates. Abonmarche has no control over market or contracting conditions and does not warrant that bids or ultimate construction or total project costs will not vary from such estimates.
15. **Ownership of Instruments of Service.** Abonmarche will remain the owner of all original drawings, reports, and other materials provided to the Client, whether in hard copy or electronic media form. The Client is authorized to use the copies provided by Abonmarche only in connection with the Project. Any other use or reuse by the Client for any purposes whatever will be at the Client's risk and full legal responsibility, without liability to Abonmarche and the Client will defend, indemnify, and hold Abonmarche harmless from all claims, damages, losses, and expenses, including attorney fees arising out of or resulting there from.
16. **Electronic Media.** Copies of data, reports, drawings, specifications, and other materials furnished by Abonmarche that may be relied upon by the Client are limited to the printed copies (also known as hard copies) that are delivered to the Client pursuant to the services under this Agreement. Computer files of text, data, graphics, or of other types of electronic media are the sole possession of Abonmarche, unless specifically stated otherwise in an amendment to this Agreement. Any electronic media provided under this Agreement to the Client are only for the convenience of the Client. Any conclusions or information obtained or derived from such electronic files will be at the user's sole risk.
17. **Bonds and Permits.** The Client will be responsible for the adoption of any site access or right of way bonds that may be initiated on their behalf. At completion of Abonmarche's services, the Client will take responsibility and pay any ongoing bond or permit costs for any bonded or permitted services.
18. **Insurance.** The Client will cause Abonmarche and Abonmarche's employees to be listed as additional insured on the general liability policies carried by the Client that are applicable to the Project. Upon request, the Client and Abonmarche will each deliver to the other certificates of insurance evidencing their coverage. The Client will require the Contractor to purchase and maintain general liability, automobile liability, workers compensation and other insurance as specified in the Contract Documents and to cause Abonmarche and Abonmarche's employees to be listed as additional insured with on a primary and non-contributory basis under the general liability and automobile insurance policies as respect to such liability and other insurance purchased and maintained by the Contractor for the Project. A certificate of insurance evidencing the additional insured and primary coverage status of Abonmarche under the General and Automobile liability from the Contractor shall be provided to Abonmarche.

19. **Third Party Invoicing.** If the Client directs Abonmarche to invoice third party payers, Abonmarche will do so, but the Client agrees to be ultimately responsible for Abonmarche's compensation until the Client provides Abonmarche with the third party's written acceptance of all terms of this Agreement and until Abonmarche agrees to the substitution.

20. **Third Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Abonmarche. Abonmarche's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against Abonmarche because of this Agreement or performance or nonperformance of services hereunder. The Client and Abonmarche agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

21. **Suspension of Services.** In the event of non-payment or other breach by Client, Abonmarche will have the absolute right and without any liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, Abonmarche shall resume services under this Agreement, and the schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Abonmarche to resume performance.

22. **Contractor's Work.** Abonmarche shall have no authority to direct or control the Work of the Contractor or to stop the Work of the Contractor. Abonmarche shall not be liable to any party for the failure of the Contractor to perform the Work consistent with the Plans and Specifications and applicable Codes and Regulations. Neither the performance of the services by Abonmarche, nor the presence of Abonmarche at a project construction site, shall impose any duty on Abonmarche, nor relieve the construction contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the construction work in accordance with the plans and specifications and any health or safety precautions required by any regulatory agencies or applicable law. Abonmarche and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the construction contractor shall be solely responsible for jobsite and worker safety.

23. **ADA and Code Compliance.** The Americans with Disabilities Act (ADA) provides that alterations to a facility must be made in such a manner that, to the maximum extent feasible, the altered portions of the facility are accessible to persons with disabilities. The Client acknowledges that the requirements of ADA will be subject to various and possibly contradictory interpretations. To the extent applicable, Abonmarche will use its reasonable professional efforts and judgement to interpret ADA requirements and other federal, state, and local laws, rules, codes, ordinances, and regulations as they may apply on the Project. Abonmarche does not warrant or guarantee that the Project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local codes, rules, laws, ordinances, and regulations as they may apply to the Project. Client shall pay Abonmarche its customary hourly fees plus reimbursable expenses for any design changes made necessary by newly enacted laws, codes and regulations, or changes to existing laws, codes, or regulations after the date that this Agreement is executed.

24. **Notice of Lien Rights.** Abonmarche hereby notifies, and the Client acknowledges that Abonmarche has lien rights on the Client's land and property when Abonmarche provides labor and materials for Projects on the Client's land and the Client

- does not pay for those services except when the Client is a governmental agency and lien rights do not apply.
25. **Legal Expenses.** If Abonmarche brings a lawsuit against the Client to collect invoiced fees and expenses, the Client shall be legally liable to pay Abonmarche's expenses, including its actual attorney fees and costs.
26. **Liability Limitation.** In recognition of the relative risks and benefits of the Project to both the Client and Abonmarche, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, to limit the total liability, in the aggregate, of Abonmarche and Abonmarche's officers, directors, partners, employees, shareholders, owners and subconsultants, for any and all claims, losses, costs, or damages of any nature whatsoever, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims and expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by Abonmarche under this Agreement, or the total amount of \$50,000, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action, including without limitation active and passive negligence, however alleged or arising, unless otherwise prohibited by law. In no event shall Abonmarche's liability exceed the amount of available insurance proceeds. Client acknowledges that Abonmarche is a corporation and agrees that any claim made by Client arising out of any act or omission of any director, officer, or employee of Abonmarche, in execution or performance of this Agreement, shall be made against Abonmarche and not against such director, officer, or employee.
27. **Contractor and Subcontractor Claims** The Client further agrees, to the fullest extent permitted by law, to limit the liability of Abonmarche and Abonmarche's officers, directors, partners, employees, shareholders, owners and subconsultants to all construction contractors and subcontractors on the Project for any and all claims, losses, costs, damages of any nature whatsoever or claims and expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of Abonmarche and Abonmarche's subconsultants to all those named shall not exceed \$50,000, or Abonmarche's total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising unless otherwise prohibited by law.
28. **Consequential Damages.** The Client and Abonmarche waive consequential damages for claims, disputes, or other matters in question relating to services provided as a part of this Agreement, including for example, but not limited to, loss of business.
29. **Governing Law.** This Agreement will be deemed to have been made in the location where the services are performed, and shall be governed by and construed in accordance with the laws of that state.
30. **Exclusive Choice of Forum.** Each party irrevocably and unconditionally agrees that it will not bring any action, litigation, or proceeding against any other party in any way arising from or relating to this Agreement in any forum other than the courts of the state and county where the work is performed. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of those courts and agrees to bring any such action, litigation, or proceeding only in those courts. Each party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
31. **Considerations.** The successors, executors, administrators, and legal representatives of the Client and Abonmarche are hereby bound onto the other with respect to the covenants, Agreements, and obligations of this Agreement.
32. **Acts of God.** Neither the Client nor Abonmarche will have any liability for nonperformance caused in whole or in part by causes beyond Abonmarche's reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.
33. **Termination.** Either the Client or Abonmarche may terminate this Agreement by giving ten (10) days written notice to the other party. In such an event, the Client will pay Abonmarche in full for all services previously authorized and performed prior to the effective date of the termination, plus (at the discretion of Abonmarche) a termination charge to cover finalization of services necessary to bring ongoing services to a logical conclusion. Such charge will not exceed thirty (30) percent of all charges previously incurred. Upon receipt of such payment, Abonmarche will return to the Client all documents and information that are the property of the Client. If the Client fails to make payment to Abonmarche in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by Abonmarche.
34. **Severability.** In the event that one or more provisions contained in this Agreement are declared invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of the Agreement shall not be affected or impaired.
35. **Dispute Resolution.** Any claims or disputes made during design, construction or post-construction between the Client and Abonmarche shall be submitted to non-binding mediation. The Client and Abonmarche agree to include a similar mediation agreement with all contractors, sub-contractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties. The mediation shall be governed by the then current Construction Industry Mediation Rules of the American Arbitration Association ("AAA"). Mediation shall be a condition precedent to the initiation of any other dispute resolution process, including court actions.
36. **Entire Agreement.** This Agreement contains the entire agreement between the parties and there are no agreements, representations, statements, or understandings which have been relied on by the parties which are not stated in this Agreement.

End of Agreement



Brown Equipment Company
2501 S Kentucky Ave
Evansville IN 47714
Ph:800-747-2312
www.brownequipment.net

Service Order

#S037592
6/24/2025

Bill To

NEW HAVEN STREET DEPT.
P O BOX 570
NEW HAVEN IN 46774
United States

TOTAL

\$29,695.05

VIN	PO #	Unit#	MODEL	IN MILEAGE	Chassis Hours
1JSVM3H6X5C172003	VERBAL DAVE		JOHNSTON 3000	25,444	
Item			Quantity	Price	Extended Price
INSPECTION			17	\$177.00	\$3,009.00
PICK UP SWEEPER FROM CUSTOMER LOCATION. UNLOAD SWEEPER AND WASH TRUCK BED. RAISE HOPPER AND STARTED CLEANING OUT AT THE HOSES. FOUND HOSE LEAK. HAD NEW HOSE MADE. LOOKED OVER SWEEPER. SWEEPER HAS NO BRAKES. ADDED BRAKE FLUID BECAUSE SYSTEM WAS EMPTY. PUT NEW HOSE ON FILLED WITH HYDRAULIC FLUID. TESTED NO MORE LEAKS.					
BEC-SPECIAL ORDER PART 2			1	\$208.70	\$208.70
16-FLEX6-16FLH-16FLH90H-34 HOSE ASSEMBLY FTW12611					
LABOR-SWEEPER			2	\$197.00	\$394.00
LABOR TO REPLACE MAINBROOM BRUSHES. AND INSTALL NEW FLANGE BEARINGS. FLANGE BEARING WAS WORN OUT AND NEEDS REPLACED					
KEY-455-9			2	\$239.42	\$478.84
9-PIECE SET, MAIN BROOM STRIPS 2 BOXES FOR ONE 18 PC BROOM					
GS032032			1	\$202.05	\$202.05
BRG, FLNG, 4 BOLT, 1.5 ID					
GS352391			2	\$125.72	\$251.44
FLANGE BEARING-1" SHAFT					
LABOR-SWEEPER			19.76	\$197.00	\$3,892.72
LABOR TO REPLACE WORN ITEMS FOUND DURING REMOVAL OF BROOM.					
KEY-314			1	\$729.58	\$729.58
CORE ONLY (18PC)					
GS304864			6	\$13.92	\$83.52
STUD SPECIAL					
GS327650			4	\$100.13	\$400.52
SHAFT, PIVOT - GUTTER BROOM					
GS325947			1	\$67.25	\$67.25
RUBBER FLAP. LEAF GATE LIP					

THANK YOU FOR CHOOSING BROWN EQUIPMENT COMPANY



Brown Equipment Company
2501 S Kentucky Ave
Evansville IN 47714
Ph:800-747-2312
www.brownequipment.net

Service Order

#S037592
6/24/2025

Item	Quantity	Price	Extended Price
GS354889 GUARD, SPLASH	2	\$66.92	\$133.84
GS303463 BUSHING-PRESS FIT	4	\$19.52	\$78.08
GS309262 SCR SHLDR,7/16-14X1.62(304467)	4	\$15.92	\$63.68
GS300063 PAD DEFLECTOR (035528)	2	\$11.60	\$23.20
GS354892 STRAP, SUPPORT	2	\$6.17	\$12.34
LABOR-SWEEPER LABOR TO REPLACE BUSING ON GUTTER BROOMS FOR ROTOTILT BRACKET. HAS PLAY IN BUSINGS AND PIN.	3.5	\$197.00	\$689.50
GS210152 BUSHING	2	\$19.05	\$38.10
GS318848 PIN-SHAFT RETAINER,G/B	2	\$55.75	\$111.50
LABOR-SWEEPER LABOR TO REPLACE WHEEL CYLINDERS. WHEEL CYLINDER BLEEDER SCREWS ARE RUSTED OUT. LABOR TO REPLACE WHEEL CYLINDERS AND TEST BRAKE SYSTEM AFTER CYLINDERS ARE FIXED. THIS MAY INVOLVE REPLACING THE MASTER CYLINDER AFTER BLEEDING THE SYSTEM. LABOR COVERS REPLACING THE WHEEL CYLINDERS AND MASTER CYLINDER. IF THE MASTER CYLINDER IS NOT NEEDED FOR THE REPIAR THEN THE LABOR WILL BE ADJUSTED ACCORDINGLY.	14	\$197.00	\$2,758.00
GS381193 MASTER CYLINDER (395228)	1	\$1,244.42	\$1,244.42
GS306682-O CYLINDER	2	\$225.07	\$450.14
GS305339 BRAKE FITTING ASSY RH&LH	2	\$50.77	\$101.54
GS305633-O SEAL (305147)	2	\$64.49	\$128.98
GS305665 O RING	4	\$16.87	\$67.48
LABOR-SWEEPER ADDITIONAL BRAKE REPAIRS	8	\$197.00	\$1,576.00

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Service Order

#SO37592
6/24/2025

Item	Quantity	Price	Extended Price
GS313440 CABLE ASSY-RH 96.50" LONG	1	\$695.92	\$695.92
GS380436-O SPRING CLIP	1	\$12.62	\$12.62
GS033752 PIN CLEVIS (601985)	1	\$2.95	\$2.95
GS312063 MAGNETIC SENSOR-5/8 (EATON)	1	\$2,114.67	\$2,114.67
LABOR-SWEEPER LABOR TO REBUILD ELEVATOR SQUEEGE FLIGHTS. REMOVE ELVATOR FLIGHTS AND RE-INSTALL.	3.5	\$197.00	\$689.50
GS306096 SQUEEGEE RUBR(306400,300061)	7	\$32.67	\$228.69
GS057793 TUBE	28	\$5.82	\$162.96
LABOR-SWEEPER LABOR TO REPLACE MISC WORN HYDRAULIC HOSES, OPERATING BROOM FUNCTION HOSES, FUEL LINE AND HIGH-PRESSURE POWER STEERING LINE.	32.5	\$197.00	\$6,402.50
BEC-SPECIAL ORDER PART 2 HYDRAULIC HOSES AND FITTINGS. PRICE WILL BE ADJUSTED ACCORDINGLY AND SHALL NOT EXCEED	1	\$1,156.72	\$1,156.72
BEC-SPECIAL ORDER PART 2 HYDRAULIC HOSE FOR DRIVE MOTOR	1	\$658.13	\$658.13
SHOP SUPPLIES ITEM SERVICE SHOP SUPPLIES	1	\$288.15	\$288.15

Payment Information

A 3% fee will be applied to credit card transactions process through our system. Please note that this fee will only be applied to credit card transactions, and all other payment methods will remain without any additional fees, including the option to pay via ACH. For inquiries about this update or assistance with setting up ACH payments, please contact accounting@brownequipment.net.

Please note that a restocking fee and shipping costs may be added to eligible part returns.

Subtotal	\$29,607.23
Tax (0%)	\$0.00
Shipping Cost	\$87.82
Total	\$29,695.05

THANK YOU FOR CHOOSING BROWN EQUIPMENT COMPANY



1010 EAST SUMNER AVENUE
INDIANAPOLIS, IN 46227
Phone: 317-780-1310

Remit To:

SEALMASTER
1010 EAST SUMNER AVENUE
INDIANAPOLIS, IN 46227

EQUIPMENT SALE

Customer: 187

CITY OF NEW HAVEN (IN)
815 LINCOLN HWY EAST PO BOX 57
NEW HAVEN, IN 46774

Job Site:

Infrared Purchase
2201 SUMMIT STREET
NEW HAVEN, IN 46774

Job Tel#: 260-748-7050 **Sales Rep:** KEVIN SUTTER

Invoice #... 85570-0001
Invoice date 7/22/25
Date in.... 7/22/25 10:12
Date in.... 7/22/25 10:12 AM
Job Loc.... 2201 SUMMIT STREET, NEW HAVEN
Job No..... 1 - Infrared Purchas
P.O. #..... PUBLIC WORKS 25
Ordered By.. JONES, DAVE
Terms..... Net 30 Days

Written by.. CHAD DENISON

Qty	Equipment #	Price	Amount
1	2190 CC: 118-0220 PLATE COMPACTOR 200LB Make: WACKER Model: WP1550AW Unit is sold as is no warranty implied or given.	2330.00 Serial #: 11837187	2330.00
1	270 CC: 134-0001 INFRARED HEATER P200 Make: HEAT DESIG Model: P200 INFRARED Unit is sold as is no warranty implied or given.	5170.00 Serial #: 221910013184	5170.00
Sub-total:			7500.00
Exempt:			
Total:			7500.00

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WWW.SEALMASTER.NET

WWW.JBEQUIP.NET

- The total charges are an estimate based on the estimated rental period and other information provided by Customer.
- Customer assumes all risks associated with the equipment during the rental period, including injury and damage to persons, property and the equipment.
- Customer is responsible for and shall only permit properly trained and authorized individuals to use the equipment.
- If the equipment does not operate properly, is not suitable for customers intended use, does not have operating and safety instructions or customer has any questions regarding use of the equipment, customer shall not use the equipment and shall contact SealMaster immediately.
- Equipment misuse or using damaged or malfunctioning equipment may result in serious bodily injury or death and customer agrees that customer or its agents assume all risk associated thereunder, and indemnifies SealMaster/Bernath LLC/Bernath Transportation/JDB Manufacturing and all entities for all claims or damages as a result of misuse or use of damaged or malfunctioning equipment.
- Customer must contact SealMaster to request pickup of equipment, customer is responsible for equipment until actually retrieved by SealMaster.
- A signature indicates customer agrees with all contractual obligations on the back side of this contract.

CUSTOMER SIGNATURE _____ DATE _____ NAME PRINTED _____ DATE _____ DELIVERED BY _____ DATE _____

SLINVCJ

1. **DEFINITIONS.** "Authorized Individuals" are those individuals that Customer directly or indirectly allows to use the Equipment, who are properly trained to use the Equipment and are not under the influence of any drugs, alcohol, substances or otherwise impaired. "Customer" is identified earlier and includes any of its representatives, agents, officers, employees or anyone signing this Contract on its behalf. "Environmental Fee" is the charge described in Section 16. "Equipment" is the equipment and/or services identified earlier, together with all replacements, repairs, additions, attachments and accessories and all future Equipment rented. "Incident" is any fire, collision, theft, accident, casualty, loss, vandalism, injury, death or damage to person or property, claimed by any person or entity that appears to have occurred in connection with the Equipment. Equipment is considered "Lost" when it is either stolen, its location is unknown or Customer is unable to recover it for a period of 30 days. "MSLP" is the Equipment manufacturer's suggested list price on or about the date of the incident relating to the Equipment. "One Shift," means not more than 8 hours per day and 40 hours per week. "Ordinary Wear and Tear" means normal deterioration considered reasonable in the equipment rental industry for One Shift use. "Rental Period" commences when the Equipment is delivered to Customer or the Site Address and continues until the Equipment is returned to the Store or picked up by Sealmaster during normal business hours, provided Customer has otherwise complied with this Contract. "RPP" is the rental protection program described in Section 10. "Site Address" is the location that Customer represents the Equipment will be located for the duration of the rental identified earlier. "Store" is the Sealmaster location identified earlier. "Sealmaster" is Bernath LLC dba Sealmaster Indianapolis, Bernath Transportation LLC, and JDB Manufacturing dba SealMaster Louisville. "Sealmaster Entities" is Sealmaster and its affiliated companies, their respective officers, directors, employees and agents.

2. **TERMS.** Customer's execution of this Contract or taking possession of the Equipment shall be deemed acceptance of the terms herein. All of the terms herein are incorporated into this and all past and future contracts between Sealmaster and Customer upon Customer's receipt of Sealmaster's Equipment under those contracts. Any reference in Customer's purchase order or other Customer document to other terms that shall control this transaction shall be void. Customer rents the Equipment from Sealmaster pursuant to this Contract. This Contract is a true lease. The Equipment (a) is and shall remain the personal property of Sealmaster and (b) shall not be affixed to any other property.

3. **PERMITTED USE.** Customer agrees that Sealmaster has no control over the manner in which the Equipment is operated for the duration of rental by Customer or any third party that Customer implicitly or explicitly permits. Customer warrants that: (a) prior to each use, Customer shall inspect the Equipment to confirm that it is in good condition, without defects, includes readable decals and operating and safety equipment or instructions and is suitable for Customer's intended use; (b) any apparent agent at the Site Address is authorized to accept delivery of the Equipment (and if Customer requests, Customer authorizes Sealmaster to leave the Equipment at the Site Address without requirement of written receipt); (c) Customer shall immediately notify Sealmaster if the Equipment is missing, damaged, unsafe, disabled, malfunctioning, levied upon, threatened with seizure, or if any incident occurs; (d) Customer has received from Sealmaster all information needed or requested regarding the operation of the Equipment; (e) Sealmaster is not responsible for providing operator or other training unless Customer specifically requests in writing and Sealmaster agrees to provide such training (Customer being responsible to obtain all training that Customer desires prior to the Equipment's use); (f) only Authorized Individuals shall use and operate the Equipment; (g) the Equipment's use shall be in a careful manner, in compliance with all operating and safety instructions provided on, in or with the Equipment and all applicable federal, state and local laws, permits and licenses, including but not limited to, OSHA, as revised; and (h) the Equipment shall be kept in a secure location.

4. **PROHIBITED USE.** Customer shall not (a) alter or cover up any decals or insignia on the Equipment or remove any operating or safety equipment or instructions; (b) assign its rights under this Contract; (c) move the Equipment from the Site Address without Sealmaster's written consent; (d) use the Equipment in a negligent, illegal, unauthorized or abusive manner, or in any publication (print, audiovisual or electronic); or (e) allow the use of the Equipment by any unauthorized individual (Customer acknowledging that the Equipment may be dangerous if used improperly or by untrained parties).

5. **MAINTENANCE.** Customer shall perform routine maintenance on the Equipment, including routine inspections and maintenance of fuel and oil levels, grease, cooling system, water, batteries, cutting edges, and cleaning in accordance with the manufacturer's specifications. All other maintenance or repairs may only be performed by Sealmaster or its agents, but Sealmaster has no responsibility for the duration of rental to inspect or perform any maintenance or repairs unless Customer requests a service call. If Sealmaster determines that repairs to the Equipment are needed, other than Ordinary Wear and Tear, Customer shall pay the full repair charges and rental of the Equipment until the repairs are completed. Sealmaster has the right to inspect the Equipment wherever located. Customer has the authority to and hereby grants Sealmaster and its agents the right to enter the physical location of the Equipment for the purposes set forth herein. Sealmaster shall be responsible for repairs needed because of Ordinary Wear and Tear. Customer agrees that repair or replacement of the Equipment is Customer's exclusive remedy for Sealmaster's breach of this Section. Notwithstanding Sealmaster's service commitment, Sealmaster shall have no obligation if Customer breaches this Contract to stop the Rental Period, commence repairs or rent other equipment to Customer until Customer or its agent agrees to pay for such charges.

6. **CUSTOMER LIABILITY. FOR THE DURATION OF RENTAL, CUSTOMER ASSUMES ALL RISK ASSOCIATED WITH THE POSSESSION, CONTROL, OR USE OF THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO, INJURY, DEATH, RENTAL CHARGES, THEFT, LOSSES, DAMAGES AND DESTRUCTION, INCLUDING CUSTOMER TRANSPORTATION, LOADING AND UNLOADING, WHETHER OR NOT THE CUSTOMER IS AT FAULT.** After an incident, Customer shall (a) immediately notify Sealmaster, the police, if necessary and Customer's insurance carriers; (b) secure and maintain the Equipment and the surrounding premises in the condition existing at the time of such incident, until Sealmaster or its agents investigate; (c) immediately submit copies of all police or other third party reports to Sealmaster; and (d) as applicable, pay Sealmaster, in addition to other sums due herein, the rental rate for Equipment until the repairs are completed or Equipment replaced plus either (i) the MSLP or (ii) the full charges of repairs of damaged Equipment. Accrued rental charges shall not be applied against these amounts. Sealmaster shall have the immediate right, but not obligation, to reclaim any Equipment involved in any incident.

7. **RELEASE AND INDEMNIFICATION.** To the fullest extent permitted by law, customer indemnifies, releases, holds Sealmaster entities harmless and at Sealmaster's request, defends Sealmaster entities (with counsel approved by Sealmaster), from and against all liabilities, claims, losses, damages, and expenses (including attorney's and/or legal fees and expenses) however arising or incurred, related to any incident, damage to property, injury or death of, any person, contamination or alleged contamination, or violation of law or regulation caused by or connected with the (a) use, possession or control of the equipment for the duration of rental or (b) breach of this contract, whether or not caused in part by the active or passive negligence or other fault of any party indemnified herein and any of the foregoing arising or imposed in accordance with the doctrine of strict or absolute liability. Customer also agrees to waive its workers' compensation immunity, to the extent applicable. Customer's indemnity obligations shall survive the expiration or termination of this contract. All of customer's indemnification obligations under this paragraph shall be joint and several.

8. **INSURANCE.** For the duration of rental, Customer shall maintain, at its own expense, the following minimum insurance coverage: (a) general liability insurance of not less than \$1,000,000 per occurrence, including coverage for Customer's contractual liabilities herein such as the release and indemnification clause contained in Section 8; (b) property insurance against loss by all risks to the Equipment, in an amount at least equal to the MSLP thereof, unless RPP is elected and paid for at the time of rental; (c) worker's compensation insurance as required by law; and (d) automobile liability insurance (including comprehensive and collision coverage, and uninsured/underinsured motorist coverage), in the same amounts set forth in subsections (a) and (b). If the Equipment is to be used on any roadway, such policies shall be primary, non-contributory, on an occurrence basis, contain a waiver of subrogation, name Sealmaster and its agents as an additional insured (including an additional insured endorsement) and loss payee, and provide for Sealmaster to receive at least 30 days prior written notice of any cancellation or material change. Any insurance that excludes boom damage or overturns is a breach. Customer shall provide Sealmaster with certificates of insurance evidencing the coverages required above prior to any rental and any time upon Sealmaster's request. To the extent Sealmaster Entities carry any insurance, Sealmaster Entities' insurance will be considered excess insurance. The insurance required herein does not relieve Customer of its responsibilities, indemnification, or other obligations provided herein, or for which Customer may be liable by law or otherwise.

9. **RENTAL PROTECTION P.** Customer's repair or replacement responsibility in Sections 5 and 6 is modified by the RPP and Sealmaster shall limit the amount Sealmaster collects from Customer for the Equipment loss, damage or destruction to the following amounts for each piece of Equipment: (a) 10% of the MSLP for Lost Equipment, up to a maximum of \$500 per piece of Equipment; (b) 10% of the repair charges for incidental or accidental damage to Equipment, up to a maximum of \$500 per piece of Equipment; (c) charges in excess of \$50 per tire for tire repairs; and (d) nothing for the rental charges which would otherwise accrue during the period when damaged or destroyed Equipment is being repaired or replaced by Sealmaster or Lost Equipment is being replaced; provided however, the foregoing RPP liability reduction only applies if the Conditions are satisfied and an Exclusion does not apply. The RPP is NOT INSURANCE and does NOT protect Customer from liability to Sealmaster or others arising out of possession, control or use of the Equipment, including injury or damage to persons or property. THE RPP IS A CONTRACTUAL MODIFICATION OF CUSTOMER'S LIABILITY. All of the following "Conditions" must be satisfied for the RPP and the corresponding liability reduction to apply: (i) Customer accepts the RPP in advance of the rental; (ii) Customer pays 15% of the gross rental charges as the fee for the RPP (plus applicable taxes); (iii) Customer fully complies with the terms of this Contract; (iv) Customer's account is current at the time of the loss, theft, damage or destruction of the Equipment; and (v) none of the Exclusions apply. Customer assumes the Exclusion risks, meaning that if any Exclusion occurs, the RPP does NOT reduce the liability of Customer to Sealmaster for the loss, theft, damage or destruction resulting from such Exclusion. "Exclusions" shall mean loss, theft, damage or destruction of the Equipment: (A) due to intentional misuse; (B) caused by Lost Equipment not reported by Customer to the police within 48 hours of discovery, and substantiated by a written police report (promptly delivered to Sealmaster); (C) due to floods, wind, storms, earthquakes or other Acts of God; and (D) accessories or Equipment for which Customer is not charged the RPP fee. THE EXCLUSIONS REMAIN THE LIABILITY OF CUSTOMER AND ARE NOT MODIFIED BY THE RPP. RPP IS REFLECTED ON THE CONTRACT AS PART OF CUSTOMERS PROJECTED CHARGES UNLESS CUSTOMER HAS ELECTED TO DECLINE RPP IN WRITING OR MADE OTHER CONTRACTUAL ARRANGEMENTS. Notwithstanding anything to the contrary in this Contract, if Lost Equipment is later recovered, Sealmaster retains ownership of the Equipment regardless of any payments made by Customer or Customer's insurance company with respect to such Equipment, all of which payments are non-refundable. Customer agrees to promptly return any Equipment that is recovered. Sealmaster shall be subrogated to Customer's rights to recover against any person or entity relating to any loss, theft, damage, or destruction to the Equipment. Customer shall cooperate with, assign Sealmaster all claims and proceeds arising from such loss, theft, damage or destruction, execute and deliver to Sealmaster whatever documents are required and take all other necessary steps to secure in Sealmaster such rights, at Customer's expense.

10. **RENTAL RATES.** The total charges specified in this Contract are: (a) projected based upon Customer's representation of the projected Rental Period identified herein (rental rates beyond the projected Rental Period may change) and other information conveyed by Customer to Sealmaster; and (b) for the Equipment's use for One Shift, unless otherwise noted. Weekly and 4 week rental rates shall not be prorated. Rental charges accrue during Saturdays, Sundays and holidays. The rental rates do not include and Customer is responsible for, (i) all consumables, fees, licenses, present and future taxes and any other governmental charges based on Customer's possession and/or use of the Equipment, including additional fees for more than One Shift use; (ii) delivery and pickup charges to and from the Store, including but not limited to any freight, transportation, delivery, pickup and surcharge fees listed in this Contract; (iii) maintenance, repairs and replacements to the Equipment as provided herein; (iv) a cleaning fee if required; (v) miscellaneous charges, such as fees for missing keys and RPP; (vi) fuel used for the duration of rental and for refueling Equipment as described below; (vii) fines for use of dyed diesel fuel in on-road Equipment; and (viii) Transportation Surcharge.

11. **PAYMENT.** Customer shall pay amounts due, without any offsets, in full at the time of rental, unless Sealmaster approves Customer's executed credit application (credit customers must pay upon receipt of Sealmaster's invoice). Customer must notify Sealmaster in writing of any disputed amounts, including credit card charges, within 15 days after the receipt of the invoice/contract or Customer shall be deemed to have irrevocably waived its right to dispute such amounts. At Sealmaster's discretion, any credit account with a delinquent balance may be placed on a cash basis, deposits may be required and the Equipment may be picked up without notice. Due to the difficulty in fixing actual damages caused by late payment, Customer agrees that a service charge equal to the lesser of 1.5% per month or the maximum rate permitted by law shall be assessed on all delinquent accounts, until paid in full. Customer shall pay a fee of \$200 for each check returned for lack of sufficient funds to compensate Sealmaster for its overhead for processing missed payment. Deposits will only be returned after all amounts are paid in full. Customer agrees that if a credit card is presented to pay for charges or to guarantee payment, Customer authorizes Sealmaster to charge the credit card all amounts shown on this Contract and charges subsequently incurred by Customer, including but not limited to, loss of or damage to the Equipment and extension of the Rental Period.

12. **RETURN OF EQUIPMENT.** Sealmaster may terminate this Contract at any time, for any reason. At the end of the Rental Period, the Equipment shall be returned to Sealmaster in the same condition it was received, less Ordinary Wear and Tear and free of any hazardous materials and contaminants. Customer will continue to be responsible for rental and other charges after the Rental Period if the Equipment is not returned in the condition required herein. If Sealmaster delivered the Equipment to Customer, Customer shall notify Sealmaster that the Equipment is ready to be picked up at the Site Address and schedule a Pick-Up, which Pick-Up Customer should keep proof of the call; provided Customer remains liable for any loss, theft, damage to or destruction of the Equipment until Sealmaster confirms that the Equipment is returned in the condition required herein. Customer will not be charged the rental charges after the date the Pick-Up Number is given, provided Customer has otherwise complied with this Contract. No pickup occur on Sundays or statutory holidays and Saturday pickups are dependent on specific Store hours. If Customer picked up Equipment, Customer shall return Equipment to the same Store during that Store's normal business hours. If the Equipment is not returned by the projected end of the Rental Period specified earlier, Customer agrees to pay the applicable rental rate for the Equipment until the end of the Rental Period.

13. **PURCHASES.** If this Contract identifies any Used Equipment, materials or other items that is to be purchased by Customer, Sealmaster sells used equipment and delivers such items to Customer on an "AS IS, WHERE IS" basis, with all faults and without any warranties (other than manufacturer warranties, if any) in consideration for Customer's payment to Sealmaster of the full purchase price of the item, Sealmaster retains title to the item until Customer has paid in full.

14. **DEFAULT.** Customer shall be in default if Sealmaster deems itself insecure or if Customer: (a) fails to pay sums when due; (b) breaches any Section of this Contract; (c) becomes a debtor in a bankruptcy proceeding, goes into receivership, takes protection from its creditors under any insolvency legislation, ceases to carry on business, or has its assets seized by any creditor; (d) fails to insure the Equipment as required, or otherwise places the Equipment at risk; (e) fails to return Equipment immediately upon Sealmaster's demand; or (f) is in default under any other contract with Sealmaster. If a Customer default occurs, Sealmaster shall have, in addition to all rights and remedies at law or in equity, the right to repossess the Equipment without judicial process or prior notice. Customer shall pay all of Sealmaster's costs, including reasonable costs of collection, court costs, attorneys and legal fees, incurred in exercising any of its rights or remedies herein. The use of false identification to obtain Equipment or the failure to return Equipment by the end of the Rental Period may be considered theft, subject to criminal prosecution and civil liability where permitted, pursuant to applicable laws. Sealmaster shall not be liable due to seizure of Equipment by order of governmental authority. CUSTOMER WAIVES ANY RIGHT OF ACTION AGAINST SEALMASTER ENTITIES FOR SUCH REPOSSESSION.

15. **LIMITATION OF SEALMASTER'S LIABILITY.** In consideration of the rental of equipment, customer agrees that Sealmaster's liability under this contract, including any liability arising from Sealmaster, Sealmaster entities, or any third party's comparative, concurrent, contributory, passive or active negligence or that arises as a result of any strict or absolute liability, shall not exceed the total rental charges paid by customer under this contract.

16. **JURY TRIAL WAIVER.** In any dispute arising out of, in connection with, or in any way pertaining to this contract, customer and Sealmaster hereby knowingly, voluntarily and intentionally waive any right to a trial by jury, this waiver being a material inducement to entering into this contract.

17. **ARBITRATION AGREEMENT & CLASS ACTION WAIVER.** At the election of customer or Sealmaster, any dispute arising out of, in connection with or in any way pertaining to this contract shall be settled by arbitration brought in the party's individual capacity and not as a plaintiff in a purported class or representative capacity, administered by the American arbitration association under its commercial arbitration rules or by juries pursuant to its streamlined arbitration rules and procedures and judgement on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. There shall be no right or authority for any claims to be arbitrated or tried on a class action basis.

18. **COMPLIANCE WITH EXPORT AND IMPORT LAWS.** Removal of the Equipment from the United States ("U.S.") is prohibited under this Contract. If Customer desires or causes the transport and/or operation of the Equipment outside of the U.S., Customer must (a) obtain Sealmaster's consent prior to taking such action, and (b) execute an amendment to this Contract, which amendment is incorporated herein. If Customer exports or re-exports without complying with the above sentence, Customer agrees that (i) the Equipment is subject to and must comply with all applicable export laws, including but not limited to the Export Administration Regulations; and (ii) Customer is responsible for: (A) determining whether and obtaining if necessary, export or re-export licenses or other authorizations as required prior to exporting or re-exporting the Equipment, (B) obtaining any required documentation necessary for return of the Equipment, and (C) ensuring no unauthorized transfers or diversions of the Equipment occur. Refer to www.bis.doc.gov for information.

19. **GOVERNING LAW.** The parties expressly and irrevocably agree: (a) this Contract, including any related tort claims, shall be governed by the laws of Indiana and Kentucky, without regard to any conflicts of law principles and (b) if any Section of this Contract is prohibited by any law, such Section shall be ineffective to the extent of such prohibition without invalidating the remaining Sections.

20. **PERMITTED AREA OF USE OF EQUIPMENT.** Renter shall not remove the Equipment from the State in which it is rented without Sealmaster's written consent.

21. **MISCELLANEOUS.** This Contract, together with any Customer executed credit application, constitutes the entire agreement of the parties regarding the Equipment and may not be modified except by written amendment signed by the parties. Customer's obligations hereunder shall survive the termination of this Contract. This Contract and all of Customer's rights in and to the Equipment are subordinate to all rights, title and interest of all persons (including Sealmaster's lenders) who have rights in the Equipment. Headings are for convenience only. To the extent that any terms in this Contract conflict, the more specific terms control. A copy of this Contract shall be valid as the original. Any failure by Sealmaster to insist upon strict performance of any Section of this Contract shall not be construed as a waiver of the right to demand strict performance in the future. Customer and the person signing this Contract represent that: (a) they both have full authority to execute, deliver and perform this Contract and (b) this Contract constitutes a legal, valid and binding obligation of Customer, enforceable in accordance with its terms. When Customer is a buyer of Equipment, they are hereby notified that Sealmaster has assigned its rights (but not its obligations) in the agreement to sell the asset(s) described herein to Bernath LLC dba Sealmaster Indianapolis, Bernath Transportation LLC, and/or JDB Manufacturing dba SealMaster Louisville, a qualified intermediary, as part of Section 1031 exchange, and Customer shall make the payee "Bernath LLC dba Sealmaster Indianapolis" in the state of Indiana or "JDB Manufacturing dba SealMaster Louisville" in the state of Kentucky.