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
April 7, 2026, at 9:00 AM
City Hall Community Room
815 Lincoln Highway E.

I. CALL TO ORDER

A. Pledge of Allegiance

B. Roll Call

C. Pay Claims and Register

II. OLD BUSINESS

A. Approval of Minutes from the previous meeting

A. Approval of minutes from previous meeting held on 03/17/2026

III. NEW BUSINESS

Mayor-City Hall

Clerk-Treasurer

B. Approval of Exos invoice #32217 in the amount of $19,221.85 for the remaining amount due for the server refresh project

C. Approval to sell 2009 Pierce Rescue Engine with vin 4P1CJ01A89A009769 with a sale price of $49,000.00 to Walnut Township Fire Department

Engineering Department

D. Approval of API invoice #19959 in the amount of $205,610.88 for CCMG 2025-01

E. Approval of Crosby Pay App #9 in the amount of $72,482.98 for retainage

F. Approval of API invoice #19960 in the amount of $106,616.45 for Mill and Overlay 2026 Pay App #1

G. Approval of USI Invoice #26731 in the amount of $18,857.58 for LPA Design

H. Approval of Wessler Engineering Invoice #49379 in the amount of $37.352.76 for Edgerton Road Water Main and Booster Station

I. Approval of Wessler Engineering Invoice #49272 in the amount of $4,245.00 for CSO LTCP Update

J. Approval of zero cost contract amendment, subtracting Seiler Roundabout and adding phase III for South Maplecrest design project

K. Approval of amendment of ROW acquisition services to original South Maplecrest design project

L. Approval of JPR invoice #52685 in the amount of $2,317.50 for Final Master Plan of Guardian Park

M. Approval of Agreement for USI to provide Local Landscape Design for the Rose & Linden RAB

N. Approval of Wessler Engineering Invoice #49312 in the amount of $4,760.18 for the Sanitary Sewer Rehab Project

Planning

Economic & Community Development

O. Approval of new hire Michael Garza into the position of Economic Development Administrative Assistant at an hourly rate of $20.00 an hour effective 03/30/2026

P. Approval of Special Event EV-26-03 Freedom Riders fundraiser

Q. Approval of Special Event EV-26-04 Summerfest Cruise-In

R. Approval of Special Event EV-26-05 Summerfest Music Night

S. Approval of Special Event EV-26-06 Summerfest Kids Day

T. Approval of DORA permit for The Rare Plant Collective

Police

U. Approval of first due communications invoice #26078 in the amount of 72,805.42 for police equipment to upfit squad cars

Public Works/Utility

V. Approval of Hi-Tech quote in the amount of $25,934.38 for LED lighting at City Hall

W. Approval of Abonmarche invoice #163056 in the amount of $22,706.25 for services

IV. ANY OTHER BUSINESS THAT MIGHT COME BEFORE THE BOARD

V. ADJOURNMENT

MEMBER	TERM
Steve McMichael Chairman	01/01/24-12/31/27
Bob Byrd Citizen Member	01/01/25-12/31/26
Ivan Almodovar Citizen Member	06/16/25-12/31/26

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

March 17, 2026

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

The Board of Public Works & Safety of the City of New Haven Indiana met in the City Hall Community Room on the March 17, 2026 at the hour of 9:00 AM in a Regular session in accordance with the rules of the Council.

I. CALL TO ORDER

The meering was called to order by Bob Byrd who presided.

A. Pledge of Allegiance

Bob Byrd asked everyone to stand and recite the Pledge of Allegiance.

B. Roll Call

On the call of the roll, the members of the Board of Public Works & Safety were shown to be present or absent as follows:

Present: Bob Byrd, Ivan Almodovar

C. Pay Claims and Register

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 March 18,2026.

II. OLD BUSINESS

A. Approval of Minutes from the previous meeting

Ivan Almodovar made a motion to approve the minutes from the previous meeting held on 3/3/2026, Bob Byrd seconded the motion, and the motion was approved.

III. NEW BUSINESS

Mayor-City Hall

A. Approval of Frontier Schedule Number S-0000470848 for contract services

Under new business item A, was the approval of Frontier Schedule Number S-0000470848 for contract services. Bob Byrd made a motion to approve Frontier Schedule Number S-0000470848 for contract services, Ivan Almodovar seconded the motion, and the motion was approved.

Clerk-Treasurer

B. Approval of Exos invoice #31979 in the amount of $80,363.00 for the server hardware refresh

Under new business item B, was the approval of Exos invoice #31979 in the amount of $80,363.00 for the server hardware refresh. Ivan Almodovar made a motion to approve Exos invoice #31979 in the amount of $80,363.00 for the server hardware refresh. Bob Byrd seconded the motion, and the motion was approved.

C. Approval of salary increase for HR Director Laney Barrow from $2,808.00 to $2,959.20 effective 3/8/2026

Under new business item C, was the approval of a salary increase for HR Director Laney Barrow from $2,808.00 to $2,959.20 effective 3/8/2026. Bob Byrd made a motion to approve a salary increase for HR Director Laney Barrow from $2,808.00 to $2,959.20 effective 3/8/2026. Ivan Almodovar seconded the motion, and the motion was approved.

Engineering Department

D. Approval of Wessler Amendment #4 in the amount of $41,400 for the Edgerton Road Water main Extension and Booster Station

Under new business item D, was the approval of Wessler Amendment #4 in the amount of $41,400.00 for Edgerton Road Water Main Extension and Booster Station. Ivan Almodovar made a motion to approve Wessler Amendment #4 in the amount of $41,400.00 for Edgerton Road Water Main Extension and Booster Station. Bob Byrd seconded the motion, and the motion was approved.

E. Approval of DLZ invoice #609071 in the amount of $4,093.75 for on-call plan review

Under new business item E, was the approval of DLZ invoice #609071 in the amount of $4,093.75 for on-call plan review. Ivan Almodovar made a motion to approve DLZ invoice #609071 in the amount of $4,093.75 for on-call plan review. Bob Byrd seconded the motion, and the motion was approved.

F. Approval of API Pay Application #1 with Inv # 19937 in the amount of $243,004.52 for CCMG 2025-01

Under new business item F, was the approval of API Pay Application #1 with invoice #19937 in the amount of $243,004.52 for CCMG 2025-01. Bob Byrd made a motion to approve API Pay Application #1 with invoice #19937 in the amount of $243,004.52 for CCMG 2025-01. Ivan Almodovar seconded the motion, and the motion was approved.

G. Approval of API Pay Application #1 with INV# 19938 in the amount of $53,998.00 for Minnich Road Trail

Under new business item G, was the approval of API Pay application #1 with invoice #19938 in the amount of $53,998.00 for Minnich Rd Trail. Ivan Almodovar made a motion to approve API Pay application #1 with invoice #19938 in the amount of $53,998.00 for Minnich Rd Trail. Bob Byrd seconded the motion, and the motion was approved.

H. Approval of VS Egineering contract in the amount of $83,000 for Lincoln Highway Trailhead design services

Under new business item H, was the approval of VS Engineering contract in the amount of $83,000.00 for Lincoln Highway Trailhead design services. Bob Byrd made a motion to approve VS Engineering contract in the amount of $83,000.00 for Lincoln Highway Trailhead design services. Ivan Almodovar seconded the motion, and the motion was approved.

I. Approval of USI Consultants invoice #26403 in the amount of $1,448.05 for Linden Road and Rose Avenue RAB

Under new business item I, was the approval of USI Consultants invoice #26403 in the amount of $1,448.05 for Linden Rd and Rose Ave RAB. Ivan Almodovar made a motion to approve USI Consultants invoice #26403 in the amount of $1,448.05 for Linden Rd and Rose Ave RAB. Bob Byrd seconded the motion, and the motion was approved.

J. Approval of USI Consultants invoice #26596 in the amount of $10,609.24 for Linden Road and Rose Ave RAB Design

Under new business item J, was the approval of USI Consultants invoice #26596 in the amount of $10,609.24 for Linden Rd and Rose Ave. RAB. Bob Byrd made a motion to remove USI Consultants invoice #26596 in the amount of $10,609.24 for Linden Rd and Rose Ave. RAB from the agenda. Ivan Almodovar seconded the motion and the motion was approved. Item J was removed from the agenda.

K. Approval of API invoice #2883 in the amount of $202,670.15 for New Haven Sanitary Sewer

Under new business item K, was the approval of API invoice #2883 in the amount of $202,670.15 for New Haven Sanitary Sewer. Ivan Almodovar made a motion to approve API invoice #2883 in the amount of $202,670.15 for New Haven Sanitary Sewer. Bob Byrd seconded the motion, and the motion was approved.

Planning

Economic & Community Development

L. Approval of HWC Engineering invoice #2502-050-A-0000004 in the amount of $12,600.00 for Lincoln Corridor Implement Plan

Under new business item L, was the approval of HWC Engineering invoice #502-050-A-

0000004 in the amount of $12,600.00 for the Lincoln Corridor Implement Plan. Bob Byrd made a motion to approve HWC Engineering invoice #502-050-A-0000004 in the amount of $12,600.00 for the Lincoln Corridor Implement Plan. Ivan Almodovar seconded the motion, and the motion was approved.

M. Approval of HWC Engineering invoice #2502-050-A-0000006 in the amount of $5,250.00 for the New Haven-Lincoln Corridor Implement Plan

Under new business item M, was the approval of HWC Engineering invoice #2502-050-A-0000006 in the amount of $5,250.00 for the New Haven-Lincoln Corridor Implement Plan. Ivan Almodovar made a motion to approve HWC Engineering invoice #2502-050-A-0000006 in the amount of $5,250.00 for the New Haven-Lincoln Corridor Implement Plan. Bob Byrd seconded the motion, and the motion was approved.

N. Approval of Special Events form EV-26-01 for the Chamber of Commerce 5K Fun Run/Walk

Under new business item N, was the approval of Special Events form EV-26-01 for the Chamber of Commerce 5K Fun Run/Walk. Bob Byrd made a motion to approve Special Events form EV-26-01 for the Chamber of Commerce 5K Fun Run/Walk. Ivan Almodovar seconded the motion, and the motion was approved.

O. Approval of Special Event Form EV-26-02 for The Canal Car Show and Cruise

Under new business item O, was the approval of Special Event EV-26-02 for the Canal Car Show and Cruise. Ivan Almodovar made a motion to approve Special Event EV-26-02 for the Canal Car Show and Cruise. Bob Byrd seconded the motion, and the motion was approved.

Police

P. Approval of Fort Wayne Animal care and Control invoice #26017006 in the amount of $23,750.00 for quarterly payment due

Under new business item P, was the approval of Fort Wayne Animal Control invoice #26017006 in the amount of $23,750.00 for the quarterly payment due. Ivan Almodovar made a motion to approve Fort Wayne Animal Control invoice #26017006 in the amount of $23,750.00 for the quarterly payment due. Bob Byrd seconded the motion, and the motion was approved.

Q. Approval of Motorola Solutions invoice #1187168052 in the amount of $49,190.00 for the video system annual payment

Under new business item Q, was the approval of Motorola Solutions invoice #1187168052 in the amount of $49,190.00 for video system annual payment. Bob Byrd made a motion to approve Motorola Solutions invoice #1187168052 in the amount of $49,190.00 for video system annual payment. Ivan Almodovar seconded the motion, and the motion was approved.

R. Approval of The New Haven Police Department Vehicle Inspection Policy

Under new business item R, was the approval of the New Haven Police Department Vehicle Inspection Policy. Ivan Almodovar made a motion to approve the New Haven Police Department Vehicle Inspection Policy. Bob Byrd seconded the motion, and the motion was approved.

S. Approval of status change for Carson Shroyer from Probationary Patrolman to First Class Patrolman with a salary change from $2,311.73 to $2,702.32 biweekly effective 03/08/2026

Under new business item S, was the approval of a status change for Carson Shroyer from Probationary Patrolman to First Class Patrolman with a salary change from $2,311.73 biweekly to $2,702.32 biweekly effective 03/08/2026. Bob Byrd made a motion to approve a status change for Carson Shroyer from Probationary Patrolman to First Class Patrolman with a salary change from $2,311.73 biweekly to $2,702.32 biweekly effective 03/08/2026. Ivan Almodovar seconded the motion, and the motion was approved.

T. Approval of status change for Joshua Pena from Probationary Patrolman to First Class Patrolman with a salary change from $2,311.73 to $2,702.32 biweekly effective 03/08/2026

Under new business item T, was the approval of a status change for Joshua Pena from Probationary Patrolman to First Class Patrolman with a salary change from $2,311.73 biweekly to $2,702.32 biweekly effective 03/08/2026. Ivan Almodovar made a motion to approve a status change for Joshua Pena from Probationary Patrolman to First Class Patrolman with a salary change from $2,311.73 biweekly to $2,702.32 biweekly effective 03/08/2026. Bob Byrd seconded the motion, and the motion was approved.

Public Works/Utility

U. Approval of W.W. Williams invoice #085W14660 in the amount of $10,673.98 for Rose ave. Lift station generator repairs.

Under new business item U, was the approval of W.W. Williams invoice #085W14660 in the amount of $10,673.98 for Rose Ave. lift station generator maintenance. Bob Byrd made a motion to approve W.W. Williams invoice #085W14660 in the amount of $10,673.98 for Rose Ave. lift station generator maintenance. Ivan Almodovar seconded the motion, and the motion was approved.

V. Approval of Vialytics invoice #INVUS0406 in the amount of $25,615.00 for renewal

Under new business item V, was the approval of Vialytics invoice #INVUS0406 in the amount of $25,615.00 for renewal. Ivan Almodovar made a motion to approve Vialytics invoice #INVUS0406 in the amount of $25,615.00 for renewal. Bob Byrd seconded the motion, and the motion was approved.

W. Approval of Stoops invoice #R304078743:02 in the amount of $13,630.06 for truck repairs

Under new business item W, was the approval of Stoops invoice #R304078743:02 in the amount of $13,630.06 for truck repairs. Bob Byrd made a motion to approve Stoops invoice #R304078743:02 in the amount of $13,630.06 for truck repairs. Ivan Almodovar seconded the motion, and the motion was approved.

IV. ANY OTHER BUSINESS THAT MIGHT COME BEFORE THE BOARD

V. ADJOURNMENT

Bob Byrd made a motion to adjourn the meeting. Ivan Almodovar seconded the motion, and the meeting was adjourned.

Bob Byrd Presiding Officer	Angie Hamrick Clerk Treasurer

EXOS
135 N Pennsylvania St
Suite 2300
Indianapolis, IN 46204

Bill To:
City of New Haven
Attention: Accounts Payable
PO Box 570
New Haven, IN 46774

Invoice 32217

Account	PO Number	Reference
Cust-000172		

Total	Due Date	Invoice Date	Attention
$19,221.85	4/18/2026	3/19/2026	Accounts Payable

Products	Quantity	Rate	Amount
Ticket #382432 10G Direct Attach Cable 1M	1.00	$50.15	$50.15
Ticket #382432 Vendor Shipping	1.00	$31.70	$31.70

Other Charges	Amount
Fixed Fee	$19,140.00

Subtotal	$19,221.85
Tax	$0.00
Total	**$19,221.85**
Payments	$0.00
Credits	$0.00
Balance Due	**$19,221.85**

Terms
Net 30

Please make checks payable to EXOS.

ACH Wire Instructions

Account Title Sondhi Solutions, LLC

Account Subtitle	DBA EXOS
Account Number	4069894
ABA Routing Number	071000288
Bank Name	BMO Bank N.A.
Bank Address	320 South Canal Street Chicago, IL 60606

Thank you for your business.

Outlook

2009 Pierce

From Kyle Mchargue <k.mchargue805@yahoo.com>
Date Tue 3/10/2026 9:25 PM
To Josh Hale <jhale@newhaven.in.gov>

Letter of Intent to Purchase

2009 Pierce Rescue Engine

Walnut Township Fire Department
Station 81
New Ross, Indiana
Date: March 10, 2026

To Whom It May Concern,
The Walnut Township Fire Department would like to formally submit this Letter of Intent to Purchase a 2009 Pierce Rescue Engine equipped with a 500-gallon water tank, 1250 GPM pump, light tower, fire ladders, and approximately 1,000–1,500 feet of 5” supply hose.

This apparatus would serve as a critical addition to our current fleet and significantly improve our operational capabilities. Our department currently operates with one primary fire engine and a 1996 International rescue truck that does not carry water. The addition of this Pierce Rescue Engine would allow our department to:
• Provide a second water-capable suppression apparatus for structure fires
• Improve initial fire attack capability in rural areas
• Increase available large-diameter supply hose, which our department currently does not have
• Provide scene lighting through the included light tower
• Expand operational capability through additional ladders and equipment storage

The addition of this apparatus will also strengthen the township’s fire protection by improving operational readiness and potentially contributing to a better ISO fire protection rating, which can positively impact insurance costs for residents.

Pending approval from the Walnut Township Board and successful completion of the purchasing process, the Walnut Township Fire Department intends to move forward with acquiring this apparatus.

We appreciate the opportunity to secure this equipment to better serve and protect the residents of Walnut Township and surrounding mutual aid communities.

Sincerely,

Kyle McHargue
Walnut Township Fire Department
Station 81

Yahoo Mail: Search, Organize, Conquer

API CONSTRUCTION CORP
P O BOX 191
LAOTTO,IN 46763
Office: (260) 897-2743

Invoice No: 19959
Date: **3/24/2026**

INVOICE

BILL TO: NEWHA
CITY OF NEW HAVEN
P.O. BOX 570

NEW HAVEN,IN 46774

Job: 326
Description: NEW HAVEN CCMG 2025-01
PO #:

Description of Work Completed
CITY OF NEW HAVEN-
CCMG 2025-01
PAY APPLICATION #2

Original Contract Amount:	1,983,300.00
Change Orders:	0.00
Revised Contract Amount:	1,983,300.00
23.81 % Complete:	472,226.74
Less Retainage:	23,611.34
Less Previous Billings:	255,794.23
Amount Due This Invoice:	**205,610.88**

Terms: Net 30 Days

Retainage This Invoice: 10,821.63

PO Box 191 11808 SR 205 E
LaOtto, IN 46763
Phone: 260-897-2743 Fax: 260-897-2432

DATE: 3/24/2026

PROJECT: City of New Haven, IN - CCMG 2025-01

PERIOD ENDING: 3/30/2026

API JOB#: 0326

Pay. App. #: 2

ITEM	DESCRIPTION	AS BID				FROM PREVIOUS APPLICATION		THIS PERIOD		TOTAL TO DATE		BALANCE TO FINISH	RETAINAGE 5%
		QUANTITY	UNITS	UNIT PRICE	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	TOTAL	TOTAL
1	CONSTRUCTION ENGINEERING	1	LS	$35,683.43	$35,683.43	0.65	$23,194.23	0.15	$5,352.51	0.80	$28,546.74	$7,136.69	$1,427.34
2	MOBILIZATION AND DEMOBILIZATION	1	LS	$99,000.00	$99,000.00	1.00	$99,000.00	0.00	$0.00	1.00	$99,000.00	$0.00	$4,950.00
3	EXCAVATION, COMMON	3,393	CYS	$40.00	$135,720.00	679.00	$27,160.00	1017.50	$40,700.00	1696.50	$67,860.00	$67,860.00	$3,393.00
4	LINEAR GRADING	45	LFT	$10.00	$450.00	0.00	$0.00	45.00	$450.00	45.00	$450.00	$0.00	$22.50
5	STORMWATER MANAGEMENT IMPLEMENTATION	1	LS	$20,000.00	$20,000.00	0.90	$18,000.00	0.00	$0.00	0.90	$18,000.00	$2,000.00	$900.00
6	SUBGRADE TREATMENT, TYPE II	682	SYS	$16.00	$10,912.00	0.00	$0.00	0.00	$0.00	0.00	$0.00	$10,912.00	$0.00
7	SUBGRADE TREATMENT, TYPE IC	10,177	SYS	$34.00	$346,018.00	2,035.00	$69,190.00	4580.00	$155,720.00	6615.00	$224,910.00	$121,108.00	$11,245.50
8	STRUCTURE BACKFILL, TYPE 2	15	CYS	$70.00	$1,050.00	0.00	$0.00	0.00	$0.00	0.00	$0.00	$1,050.00	$0.00
9	GEOGRID, TYPE IB	983	SYS	$6.80	$6,684.40	0.00	$0.00	0.00	$0.00	0.00	$0.00	$6,684.40	$0.00
10	COMPACTED AGGREGATE, NO. 53	891	CYS	$65.00	$57,915.00	0.00	$0.00	0.00	$0.00	0.00	$0.00	$57,915.00	$0.00
11	DENSE GRADED SUBBASE	124	CYS	$65.00	$8,060.00	0.00	$0.00	0.00	$0.00	0.00	$0.00	$8,060.00	$0.00
12	WIDENING FOR HMA, TYPE B	159	TON	$105.00	$16,695.00	0.00	$0.00	0.00	$0.00	0.00	$0.00	$16,695.00	$0.00
13	HMA PATCHING, FULL DEPTH, TYPE B	51	TON	$110.00	$5,610.00	0.00	$0.00	0.00	$0.00	0.00	$0.00	$5,610.00	$0.00
14	MILLING, APPROACH	222	SYS	$25.00	$5,550.00	0.00	$0.00	0.00	$0.00	0.00	$0.00	$5,550.00	$0.00
15	CORRECTIVE AGGREGATE, FDR	3,253	TON	$24.00	$78,072.00	0.00	$0.00	0.00	$0.00	0.00	$0.00	$78,072.00	$0.00
16	STABILIZING MATERIAL, PORTLAND CEMENT	1,076.00	TON	$222.00	$238,872.00	0.00	$0.00	0.00	$0.00	0.00	$0.00	$238,872.00	$0.00
17	FULL DEPTH RECLAMATION	33509	SYS	$6.05	$202,729.45	0.00	$0.00	0.00	$0.00	0.00	$0.00	$202,729.45	$0.00
18	JOINT ADHESIVE, SURFACE	13528	LFT	$0.37	$5,005.36	0.00	$0.00	0.00	$0.00	0.00	$0.00	$5,005.36	$0.00
19	JOINT ADHESIVE, INTERMEDIATE	13528	LFT	$0.37	$5,005.36	0.00	$0.00	0.00	$0.00	0.00	$0.00	$5,005.36	$0.00
20	HMA SURFACE, TYPE B	2,555.00	TON	$82.00	$209,510.00	0.00	$0.00	0.00	$0.00	0.00	$0.00	$209,510.00	$0.00
21	HMA INTERMEDIATE, TYPE B	3407	TON	$73.00	$248,711.00	0.00	$0.00	0.00	$0.00	0.00	$0.00	$248,711.00	$0.00
22	ASPHALT FOR TACK COAT	22	TON	$600.00	$13,200.00	0.00	$0.00	0.00	$0.00	0.00	$0.00	$13,200.00	$0.00
23	HMA FOR APPROACHES, TYPE B	19	TON	$110.00	$2,090.00	0.00	$0.00	0.00	$0.00	0.00	$0.00	$2,090.00	$0.00
24	PCCP FOR APPROACHES, 6 IN.	62	SYS	$140.00	$8,680.00	0.00	$0.00	0.00	$0.00	0.00	$0.00	$8,680.00	$0.00
25	PCCP FOR APPROACHES, 9 IN.	682	SYS	$130.00	$88,660.00	0.00	$0.00	0.00	$0.00	0.00	$0.00	$88,660.00	$0.00
26	MONUMENT, RE-ESTABLISH	2	EACH	$1,300.00	$2,600.00	0.00	$0.00	0.00	$0.00	0.00	$0.00	$2,600.00	$0.00
27	RIPRAP, REVETMENT	2	TON	$125.00	$250.00	0.00	$0.00	0.00	$0.00	0.00	$0.00	$250.00	$0.00
28	GEOTEXTILE FOR RIPRAP, TYPE 2A	5	SYS	$100.00	$500.00	0.00	$0.00	0.00	$0.00	0.00	$0.00	$500.00	$0.00
29	MULCHED SEEDING, TYPE U	10535	SYS	$1.80	$18,963.00	0.00	$0.00	0.00	$0.00	0.00	$0.00	$18,963.00	$0.00
30	MOBILIZATION AND DEMOBILIZATION FOR SEEDING	2	EACH	$400.00	$800.00	0.00	$0.00	0.00	$0.00	0.00	$0.00	$800.00	$0.00
31	12 IN. RCP CLASS III	43	LFT	$70.00	$3,010.00	0.00	$0.00	43.00	$3,010.00	43.00	$3,010.00	$0.00	$150.50
32	ADJUST WATER VALVE TO GRADE	22	EACH	$335.00	$7,370.00	0.00	$0.00	0.00	$0.00	0.00	$0.00	$7,370.00	$0.00
33	CASTING, MANHOLE, ADJUST TO GRADE	3	EACH	$550.00	$1,650.00	0.00	$0.00	0.00	$0.00	0.00	$0.00	$1,650.00	$0.00
34	INLET, TYPE 1 W/ CASTING, TYPE G	1	EACH	$2,950.00	$2,950.00	0.00	$0.00	1.00	$2,950.00	1.00	$2,950.00	$0.00	$147.50
35	FIRE HYDRANT, RESET	5	EACH	$2,250.00	$11,250.00	0.00	$0.00	0.00	$0.00	0.00	$0.00	$11,250.00	$0.00
36	MAINTAINING TRAFFIC	1	LS	$55,000.00	$55,000.00	0.35	$19,250.00	0.15	$8,250.00	0.50	$27,500.00	$27,500.00	$1,375.00
37	SIGN, GROUND MOUNTED, RESET	5	EACH	$575.00	$2,875.00	0.00	$0.00	0.00	$0.00	0.00	$0.00	$2,875.00	$0.00
38	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN.	376	LFT	$4.00	$1,504.00	0.00	$0.00	0.00	$0.00	0.00	$0.00	$1,504.00	$0.00
39	LINE, THERMOPLASTIC, BROKEN, YELLOW, 4 IN	9,678.00	LFT	$1.50	$14,517.00	0.00	$0.00	0.00	$0.00	0.00	$0.00	$14,517.00	$0.00
40	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN.	5212	LFT	$1.50	$7,818.00	0.00	$0.00	0.00	$0.00	0.00	$0.00	$7,818.00	$0.00

PO Box 191 11808 SR 205 E
LaOtto, IN 46763
Phone: 260-897-2743 Fax: 260-897-2432

DATE: 3/24/2026

PROJECT: City of New Haven, IN - CCMG 2025-01

PERIOD ENDING: 3/30/2026

API JOB#: 0326

Pay. App. #: 2

ITEM	DESCRIPTION	AS BID				FROM PREVIOUS APPLICATION		THIS PERIOD		TOTAL TO DATE		BALANCE TO FINISH	RETAINAGE 5%
		QUANTITY	UNITS	UNIT PRICE	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	TOTAL	TOTAL
41	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, WHITE,	68.00	LFT	$20.00	$1,360.00	0.00	$0.00	0.00	$0.00	0.00	$0.00	$1,360.00	$0.00
42	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, RXR	1	EACH	$1,000.00	$1,000.00	0.00	$0.00	0.00	$0.00	0.00	$0.00	$1,000.00	$0.00
	TOTAL				$1,983,300.00		$255,794.23		$216,432.51		$472,226.74	$1,511,073.26	$23,611.34
												$1,511,073.26	$23,611.34

Pay App #1 Notes:

1. Construction Engineering: Invoiced 65% based on length of phase 1 and pre-work
2. Mobilization: Invoiced at 100%
3. Common Excavation: Invoiced at 20%
7. Subgrade Treatment Type IC: Invoiced at 20%
36. Maintaining Traffic: Invoiced at 35%

Pay App #2 Notes:

1. Construction Engineering: Invoiced 80%
3. Common Excavation: Invoiced at 50%
7. Subgrade Treatment Type IC: Invoiced at 65%
4., 31., and 34.: Linear Grading and Storm work completed
36. Maintaining Traffic: Invoiced at 50%

Unit Application

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

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

Project:2505
Tanglewood Sanitary Sewer

Tanglewood Addition
New Haven, IN 46774

Via(Architect):
#278524.04.001

Application No: 9

Invoice No: RET-5192

Invoice Date: 1/31/2026
Period To: 1/31/2026
Project No: 2505

Contract Date:1/8/2025

1) Original Contract	1,527,286.00
2) Change Orders	126,373.60
3) Current Contract	1,653,659.60
4) Completed to Date	1,653,659.60
5)Retainage	0.00
6)Total Earned Less Retainage	1,653,659.60
7) Previous Billings	1,570,976.62
8) Current Payment Due	82,682.98
9) Total Due	82,682.98

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: [signature] DATE: 2/3/2026

Crosby Excavating
Application No: 9
Invoice No: RET-5192
Period To: 1/31/2026

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	1	75,500.00	1	75,500.00	0	0.00
2	Erosion and Sediment Control	1	LS	65,000.00	1	65,000.00	1	65,000.00	0	0.00
3	MOT	1	LS	64,000.00	1	64,000.00	1	64,000.00	0	0.00
4	Final Cleanup and Restoration	1	LS	50,000.00	1	50,000.00	1	50,000.00	0	0.00
5	Tree Removal (6"+)	1	EA	5,000.00	1	5,000.00	1	5,000.00	0	0.00
6	Abandon Pipe Varying Sizes	2,874	LF	34,488.00	2,874	34,488.00	2,874	34,488.00	0	0.00
7	Remove Partial Structure and F	9	EA	14,850.00	9	14,850.00	9	14,850.00	0	0.00
8	Sanitary Sewer 35 8" 0-5.9'	0	LF	0.00	0	0.00	0	0.00	0	0.00
9	Sanitary Sewer 35 8" 6-7.9'	378	LF	38,556.00	378	38,556.00	378	38,556.00	0	0.00
10	Sanitary Sewer 35 10" 0-5.9'	801	LF	76,896.00	801	76,896.00	801	76,896.00	0	0.00
11	Sanitary Sewer 35 10" 6-7.9'	308	LF	39,732.00	308	39,732.00	308	39,732.00	0	0.00
12	Sanitary Sewer10"SDR 21 6-7.9'	502	LF	71,284.00	502	71,284.00	502	71,284.00	0	0.00
13	Sanitary Sewer 35 10" 8-9.9'	636	LF	92,856.00	636	92,856.00	636	92,856.00	0	0.00
14	Sanitary Sewer 35 10" 10-11.9'	387	LF	62,694.00	387	62,694.00	387	62,694.00	0	0.00
15	Sanitary Sewer 12" 35 W/SPBF 1	186	LF	38,130.00	186	38,130.00	186	38,130.00	0	0.00
16	Sanitary Sewer 10" 21 10-11.9'	362	LF	66,970.00	362	66,970.00	362	66,970.00	0	0.00
17	Sanitary Sewer 12" 35 12-13.9'	0	LF	0.00	0	0.00	0	0.00	0	0.00
18	Storm Pipe 12" RCP W/SPBF	150	LF	12,000.00	150	12,000.00	150	12,000.00	0	0.00
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	1,210.6	LF	217,908.00	1,210.6	217,908.00	1,210.6	217,908.00	0	0.00
21	Sanitary Lateral 6" 35	744	LF	40,176.00	744	40,176.00	744	40,176.00	0	0.00
22	Sanitary MH 4'-8'	7	EA	33,600.00	7	33,600.00	7	33,600.00	0	0.00
23	Sanitary MH 8.1-12'	6	EA	34,500.00	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	46	20,240.00	46	20,240.00	0	0.00
26	Replace MH Frame and Cover	2	EA	1,750.00	2	1,750.00	2	1,750.00	0	0.00
27	Water Service Line Relocation/	39	LF	1,482.00	39	1,482.00	39	1,482.00	0	0.00
28	Water Service Appertunice Repl	0	LS	0.00	0	0.00	0	0.00	0	0.00
29	Water Service Line Beyond Allo	0	LS	0.00	0	0.00	0	0.00	0	0.00
30	Pavement Repair-D	4,704	SY	197,568.00	4,704	197,568.00	4,704	197,568.00	0	0.00
31	Concrete Curb Repair	2,648	LF	132,400.00	2,648	132,400.00	2,648	132,400.00	0	0.00
32	Concrete Curb and Gutter Repai	354	LF	19,470.00	354	19,470.00	354	19,470.00	0	0.00
33	Concret Drive Repair	423.83	SY	50,859.60	423.83	50,859.60	423.83	50,859.60	0	0.00

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
				1,653,659.60		**1,653,659.60**		**1,653,659.60**		**0.00**

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.

Affidavit and Waiver of Lien

_______ Final ___x___ Partial

Whereas, I ___Crosby Excavating, Inc.______________________ (name) has been heretofore employed by __City of New Haven_____________ (Contracting Company) to furnish certain material, supplies, equipment or labor for or in connection with improvements on property owned by __City of New Haven____ (Owner) and located at __Tanglewood Addition, New Haven, IN_____ (Project Location) hereinafter collectively referred to as the Premises; and

Whereas, the undersigned is duly authorized to execute this Waiver of Lien for and on behalf of the sub-contractor:

NOW, THEREFORE, the contractor, for and in consideration of the receipt of EIGHTY TWO THOUSAND, SIX HUNDRED EIGHTY TWO DOLLARS AND 98/100 ** ($ 82,682.98) hereby waives and releases the Owner of the premises and the Company from any and all liens, rights of lien or claims of whatsoever kind or character on or against the premises for the improvements located thereon on account of any and all labor, supplies, equipment or material furnished for, in connection with or incorporated in the premises by the sub-contractor on or before the date hereof; represents and warrants that no other person or party has right to a lien or claim on account of any labor or work performed or material, supplies or equipment furnished by, to or through the sub-contractor, on or before the date hereof; and agrees to indemnify, defend and hold the owner and the company harmless from and against any and all claims or liens for any labor, material, or services furnished for or in connection with or incorporated on the premises by, through or to the sub-contractor prior to the date hereof. This Waiver of Lien is given in order to induce the company to pay the amount indicated above, and upon receipt of such amount by the sub-contractor, this release may be recorded, becomes valid, enforceable and of full effect.

By: ______________________________
Contracting Company Authorized Representative

Title: Angela L. Mick / Controller

Dated: 02/03/2026

State of: IN County of: Allen

Before me, a Notary Public in and for said county and state, personally appears _Angela L. Mick_________ who acknowledged the execution of the foregoing Waiver of Lien, and who, having been sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 3RD Day of FEBRUARY 2026

______________________________ My Commission Expires: 12/03/26
Notary Public

Rachel A. Weaver
______________________________ County of Residence of: Allen
Printed Name

NOTARY PUBLIC NOTARY SEAL STATE OF INDIANA
RACHEL A. WEAVER
Notary Public, State of Indiana
Allen County
Commission #NP0717281
My Commission Expires
December 3, 2026

API CONSTRUCTION CORP
P O BOX 191
LAOTTO,IN 46763
Office: (260) 897-2743

Invoice No: 19960
Date: **3/30/2026**

INVOICE

BILL TO: NEWHA
CITY OF NEW HAVEN
P.O. BOX 570

NEW HAVEN,IN 46774

Job: 3126
Description: NEW HAVEN MILL & OVERLAY 2026
PO #:

Description of Work Completed

CITY OF NEW HAVEN

MILL & OVERLAY 2026-01

PAY APPLICATION #1

Original Contract Amount:	869,200.00
Change Orders:	0.00
Revised Contract Amount:	869,200.00
12.91 % Complete:	112,227.84
Less Retainage:	5,611.39
Less Previous Billings:	0.00

Amount Due This Invoice: **106,616.45**

Terms: **Net 30 Days**

Retainage This Invoice: 5,611.39

API CONSTRUCTION CORP.
PO Box 191 6500 Merchants Drive
LaOtto, IN 46763
Phone: 260-897-2743

DATE: 3/25/2026

PERIOD ENDING: 3/30/2026

PROJECT: City of New Haven, IN - Mill & Overlay 2026-01

API JOB#: 3126

Pay. App. #: 1

ITEM	DESCRIPTION	AS BID				FROM PREVIOUS APPLICATION		THIS PERIOD		TOTAL TO DATE		BALANCE TO FINISH	RETAINAGE 5%
		QUANTITY	UNITS	UNIT PRICE	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	TOTAL	TOTAL
1	CONSTRUCTION ENGINEERING	1	LS	$17,320.00	$17,320.00	0.00	$0.00	0.25	$4,330.00	0.25	$4,330.00	$12,990.00	$216.50
2	MOBILIZATION AND DEMOBILIZATION	1	LS	$43,400.00	$43,400.00	0.00	$0.00	1.00	$43,400.00	1.00	$43,400.00	$0.00	$2,170.00
3	SUBGRADE TREATMENT, TYPE II	1,934	SYS	$5.00	$9,670.00	0.00	$0.00	0.00	$0.00	0.00	$0.00	$9,670.00	$0.00
4	GEOTEXTILE FOR PAVEMENT	21,568	SYS	$4.14	$89,291.52	0.00	$0.00	0.00	$0.00	0.00	$0.00	$89,291.52	$0.00
5	HMA PATCHING, FULL DEPTH, TYPE B	430	TON	$85.00	$36,550.00	0.00	$0.00	0.90	$76.50	0.90	$76.50	$36,473.50	$3.83
6	MILLING, ASPHALT, 1.5 IN.	17,211	SYS	$2.25	$38,724.75	0.00	$0.00	0.00	$0.00	0.00	$0.00	$38,724.75	$0.00
7	MILLING, PCCP, 1.5 IN.	21,568	SYS	$3.25	$70,096.00	0.00	$0.00	0.00	$0.00	0.00	$0.00	$70,096.00	$0.00
8	MILLING, TRANSITION	2,625	SYS	$2.25	$5,906.25	0.00	$0.00	0.00	$0.00	0.00	$0.00	$5,906.25	$0.00
9	MILLING, APPROACH, 1.5 IN.	78	SYS	$6.50	$507.00	0.00	$0.00	0.00	$0.00	0.00	$0.00	$507.00	$0.00
10	JOINT ADHESIVE, SURFACE	5,781	LFT	$1.75	$10,116.75	0.00	$0.00	0.00	$0.00	0.00	$0.00	$10,116.75	$0.00
11	HMA SURFACE, TYPE B, 1.5 IN.	3,208	TON	$80.00	$256,640.00	0.00	$0.00	0.00	$0.00	0.00	$0.00	$256,640.00	$0.00
12	HMA WEDGE AND LEVEL, 0.75 IN.	895	TON	$80.00	$71,600.00	0.00	$0.00	0.00	$0.00	0.00	$0.00	$71,600.00	$0.00
13	ASPHALT FOR TACK COAT	38,779	SYS	$0.15	$5,816.85	0.00	$0.00	0.00	$0.00	0.00	$0.00	$5,816.85	$0.00
14	SIDEWALK, CONCRETE	242	SYS	$100.00	$24,170.00	0.00	$0.00	121.00	$12,100.00	121.00	$12,100.00	$12,070.00	$605.00
15	CURB RAMP, CONCRETE	250	SYS	$125.00	$31,187.50	0.00	$0.00	125.00	$15,625.00	125.00	$15,625.00	$15,562.50	$781.25
16	DETECTABLE WARNING SURFACES	41.80	SYS	$360.00	$15,048.00	0.00	$0.00	0.00	$0.00	0.00	$0.00	$15,048.00	$0.00
17	CURB AND GUTTER, CONCRETE	440	LFT	$40.00	$17,600.00	0.00	$0.00	220.00	$8,800.00	220.00	$8,800.00	$8,800.00	$440.00
18	HMA FOR APPROACHES, 1.5 IN.	7	TON	$130.00	$910.00	0.00	$0.00	0.00	$0.00	0.00	$0.00	$910.00	$0.00
19	CASTING, INLET, ADJUST TO GRADE	19	EACH	$350.00	$6,650.00	0.00	$0.00	0.00	$0.00	0.00	$0.00	$6,650.00	$0.00
20	CASTING, MANHOLE, ADJUST TO GRADE	9.00	EACH	$350.00	$3,150.00	0.00	$0.00	0.00	$0.00	0.00	$0.00	$3,150.00	$0.00
21	CASTING, WATER VALVE, ADJUST TO GRADE	2	EACH	$250.00	$500.00	0.00	$0.00	0.00	$0.00	0.00	$0.00	$500.00	$0.00
22	MAINTAINING TRAFFIC	1	LS	$111,585.35	$111,585.35	0.00	$0.00	0.25	$27,896.34	0.25	$27,896.34	$83,689.01	$1,394.82
23	TRANSVERSE MARKING, PAINT, STOP LINE, WHITE, 24 IN.	45	LFT	$10.11	$454.95	0.00	$0.00	0.00	$0.00	0.00	$0.00	$454.95	$0.00
24	TRANSVERSE MARKING, PAINT, CROSSWALK LINE, WHITE, 24	228	LFT	$10.11	$2,305.08	0.00	$0.00	0.00	$0.00	0.00	$0.00	$2,305.08	$0.00
	TOTAL				$869,200.00		$0.00		$112,227.84		$112,227.84	$756,972.16	$5,611.39

$756,972.16 $5,611.39

Pay App #1 Notes:

1. Construction Engineering: Invoiced 25%
2. Mobilization: Invoiced at 50%

14., 15., 17.: Concrete items invoiced at 50% for removals and subgrade prep.

22. Maintain Traffic: Invoiced at 25%

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

movingINFRASTRUCTUREforward >>

INVOICE

City of New Haven		Invoice number	26731
Attn: Rick Kruchten, PMP		Date	03/18/2026
815 Lincoln Hwy East			
New Haven, IN 46774		Project	20230081 NEW HAVEN: LINDEN RD AND ROSE AVE RAB (DES. 2300608)

Professional Services for the Period: 02/01/2026 thru 02/28/2026

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	80.00	115,840.00	115,840.00	28,960.00	0.00
TRAFFIC DESIGN AND PLAN DEVELOPMENT (FIRST GROUP)- LSUM	139,800.00	68.00	95,061.00	95,061.00	44,739.00	0.00
PUBLIC INVOLVEMENT- LSUM	18,100.00	34.00	6,154.00	1,448.00	11,946.00	4,706.00
UTILITY AND RAILROAD COORDINATION- LSUM	25,300.00	53.00	13,409.00	12,650.00	11,891.00	759.00
GEOTECHNICAL INVESTIGATIONS AND SERVICES (GSI)						
GEOTECHNICAL INVESTIGATIONS AND SERVICES (GSI)- NTE	27,477.25	100.00	27,477.25	27,477.25	0.00	0.00
LANDSCAPING PLANS- NTE	3,622.75	0.00	0.00	0.00	3,622.75	0.00
Subtotal	31,100.00	88.35	27,477.25	27,477.25	3,622.75	0.00
ENVIRONMENTAL DOCUMENT PREPARATION (CE-2)- LSUM	24,000.00	90.00	21,600.00	19,200.00	2,400.00	2,400.00
ENVIRONMENTAL DOCUMENT COMPONENTS (SJCA)- LSUM	35,000.00	97.00	33,950.00	33,950.00	1,050.00	0.00
WATERS OF THE US REPORT- LSUM	10,000.00	100.00	10,000.00	10,000.00	0.00	0.00
ENVIRONMENTAL PERMITTING- LSUM	11,400.00	5.00	570.00	570.00	10,830.00	0.00
SPECIAL INVESTIGATIONS - NTE	34,400.00	27.61	9,498.30	2,016.39	24,901.70	7,481.91
R/W PLAN DEVELOPMENT (5 PARCELS)	19,300.00	100.00	19,300.00	19,300.00	0.00	0.00
TITLE AND ENCUMBRANCE REPORTS (SUB)(5 @ $450/EA)	2,250.00	80.00	1,800.00	1,800.00	450.00	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	63.21	885.00	885.00	515.00	0.00

Invoice Summary

Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Remaining	Current Billed
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
CONSTRUCTION PHASE SERVICES - NTE						
CONSTRUCTION PHASE SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
UC CPS	0.00	0.00	0.00	0.00	0.00	0.00
LANDSCAPING PLANS- NTE	10,000.00	35.11	3,510.67	0.00	6,489.33	3,510.67
Subtotal	10,000.00	35.11	3,510.67	0.00	6,489.33	3,510.67
Total	563,350.00	70.98	399,855.22	380,997.64	163,494.78	18,857.58

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	80.00	115,840.00	115,840.00	0.00
Traffic Design and Plan Development (First Group)- LSUM	139,800.00	68.00	95,061.00	95,061.00	0.00
Public Involvement- LSUM	18,100.00	34.00	6,154.00	1,448.00	4,706.00
Utility and Railroad Coordination- LSUM	25,300.00	53.00	13,409.00	12,650.00	759.00
Geotechnical Investigations and Services (GSI)					
Landscaping Plans- NTE	3,622.75	0.00	0.00	0.00	0.00
Environmental Document Preparation (CE-2)- LSUM	24,000.00	90.00	21,600.00	19,200.00	2,400.00
Environmental Document Components (SJCA)- LSUM	35,000.00	97.00	33,950.00	33,950.00	0.00
Waters of the US Report- LSUM	10,000.00	100.00	10,000.00	10,000.00	0.00
Environmental Permitting- LSUM	11,400.00	5.00	570.00	570.00	0.00
R/W Plan Development (5 Parcels)	19,300.00	100.00	19,300.00	19,300.00	0.00
Right of Way Staking (1 site visit)- LSUM	3,700.00	0.00	0.00	0.00	0.00
Total	475,822.75	74.96	356,684.00	348,819.00	7,865.00

Special Investigations - NTE

Labor

	Hours	Rate	Billed Amount
Designer/Detailer II			
Christopher N. Cook	15.50	280.04	4,340.62
Engineer I (Project Engineer/Non-PE PM)			
Peter E. Carleton	2.00	197.80	395.60
Engineer IV (Senior Project Mngr.)			
Mitch L. Hansel	1.00	280.04	280.04
Intern			
David P. Frakes	15.00	98.23	1,473.45
Right-of-Way III (Senior PM)			
Kelly D. Marley	4.00	248.05	992.20
Special Investigations - NTE subtotal			7,481.91

Construction Phase Services - NTE

Landscaping Plans- NTE

Labor

	Hours	Rate	Billed Amount
Project Coordinator			
Joshua C. Frerichs	23.50	149.39	3,510.67
Construction Phase Services - NTE subtotal			3,510.67

Invoice total **18,857.58**

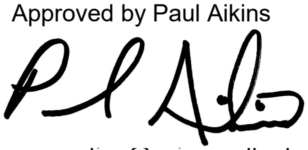
Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
26596	02/18/2026	10,609.24	10,609.24				

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
26731	03/18/2026	18,857.58	18,857.58				
	Total	29,466.82	29,466.82	0.00	0.00	0.00	0.00

Approved by Paul Aikins



accounting@usiconsultants.com

Christopher N. Cook

Timesheet Date: 02/14/2026

Project	Phase	Activity	Employee Type	Sun-08	Mon-09	Tue-10	Wed-11	Thu-12	Fri-13	Sat-14	Total
20230081 New Haven: Linden Rd and Rose Ave RAB (Des. 2300608)	Special Investigations - NTE Plan Changes (added 1/29/26)	Billable Time	Designer/Detailer II		1.50						1.50
			Regular total	**0.00**	**1.50**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**1.50**
			Timesheet total	**0.00**	**1.50**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**1.50**

Timesheet Date: 02/07/2026

Project	Phase	Activity	Employee Type	Sun-01	Mon-02	Tue-03	Wed-04	Thu-05	Fri-06	Sat-07	Total
20230081 New Haven: Linden Rd and Rose Ave RAB (Des. 2300608)	Special Investigations - NTE Plan Changes (added 1/29/26)	Billable Time	Designer/Detailer II		5.00	3.50	4.50		1.00		14.00
			Regular total	**0.00**	**5.00**	**3.50**	**4.50**	**0.00**	**1.00**	**0.00**	**14.00**
			Timesheet total	**0.00**	**5.00**	**3.50**	**4.50**	**0.00**	**1.00**	**0.00**	**14.00**

David P. Frakes

Timesheet Date: 02/14/2026

Project	Phase	Activity	Employee Type	Sun-08	Mon-09	Tue-10	Wed-11	Thu-12	Fri-13	Sat-14	Total
20230081 New Haven: Linden Rd and Rose Ave RAB (Des. 2300608)	Special Investigations - NTE Plan Changes (added 1/29/26)	Billable Time	Intern		2.00	4.00	3.00	4.00	2.00		15.00
			Regular total	**0.00**	**2.00**	**4.00**	**3.00**	**4.00**	**2.00**	**0.00**	**15.00**
			Timesheet total	**0.00**	**2.00**	**4.00**	**3.00**	**4.00**	**2.00**	**0.00**	**15.00**

Joshua C. Frerichs

Timesheet Date: 02/28/2026

Project	Phase	Activity	Employee Type	Sun-22	Mon-23	Tue-24	Wed-25	Thu-26	Fri-27	Sat-28	Total
20230081 New Haven: Linden Rd and Rose Ave RAB (Des. 2300608)	Construction Phase Services - NTE Landscaping Plans- NTE	Billable Time	Urban Planner I		5.50	4.00					9.50
			Regular total	**0.00**	**5.50**	**4.00**	**0.00**	**0.00**	**0.00**	**0.00**	**9.50**
			Timesheet total	**0.00**	**5.50**	**4.00**	**0.00**	**0.00**	**0.00**	**0.00**	**9.50**

Timesheet Date: 02/21/2026

Project	Phase	Activity	Employee Type	Sun-15	Mon-16	Tue-17	Wed-18	Thu-19	Fri-20	Sat-21	Total
20230081 New Haven: Linden Rd and Rose Ave RAB (Des. 2300608)	Construction Phase Services - NTE Landscaping Plans- NTE	Billable Time	Urban Planner I			4.00	1.00		1.00		6.00
			Regular total	**0.00**	**0.00**	**4.00**	**1.00**	**0.00**	**1.00**	**0.00**	**6.00**
			Timesheet total	**0.00**	**0.00**	**4.00**	**1.00**	**0.00**	**1.00**	**0.00**	**6.00**

Timesheet Date: 02/14/2026

Project	Phase	Activity	Employee Type	Sun-08	Mon-09	Tue-10	Wed-11	Thu-12	Fri-13	Sat-14	Total
20230081 New Haven: Linden Rd and Rose Ave RAB (Des. 2300608)	Construction Phase Services - NTE Landscaping Plans- NTE	Billable Time	Urban Planner I			3.50	1.50	2.00	1.00		8.00
			Regular total	**0.00**	**0.00**	**3.50**	**1.50**	**2.00**	**1.00**	**0.00**	**8.00**
			Timesheet total	**0.00**	**0.00**	**3.50**	**1.50**	**2.00**	**1.00**	**0.00**	**8.00**

Kelly D. Marley

Timesheet Date: 02/28/2026

Project	Phase	Activity	Employee Type	Sun-22	Mon-23	Tue-24	Wed-25	Thu-26	Fri-27	Sat-28	Total
20230081 New Haven: Linden Rd and Rose Ave RAB (Des. 2300608)	Special Investigations - NTE Right-of-Way Project Management	Billable Time	Right-of-Way III (Senior PM)			1.00			1.00		2.00
			Regular total	**0.00**	**0.00**	**1.00**	**0.00**	**0.00**	**1.00**	**0.00**	**2.00**
			Timesheet total	**0.00**	**0.00**	**1.00**	**0.00**	**0.00**	**1.00**	**0.00**	**2.00**

Timesheet Date: 02/14/2026

Project	Phase	Activity	Employee Type	Sun-08	Mon-09	Tue-10	Wed-11	Thu-12	Fri-13	Sat-14	Total
20230081 New Haven: Linden Rd and Rose Ave RAB (Des. 2300608)	Special Investigations - NTE Right-of-Way Project Management	Billable Time	Right-of-Way III (Senior PM)		0.50						0.50
			Regular total	**0.00**	**0.50**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.50**
			Timesheet total	**0.00**	**0.50**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.50**

Timesheet Date: 02/07/2026

Project	Phase	Activity	Employee Type	Sun-01	Mon-02	Tue-03	Wed-04	Thu-05	Fri-06	Sat-07	Total
20230081 New Haven: Linden Rd and Rose Ave RAB (Des. 2300608)	Special Investigations - NTE Right-of-Way Project Management	Billable Time	Right-of-Way III (Senior PM)		0.50				1.00		1.50
			Regular total	**0.00**	**0.50**	**0.00**	**0.00**	**0.00**	**1.00**	**0.00**	**1.50**
			Timesheet total	**0.00**	**0.50**	**0.00**	**0.00**	**0.00**	**1.00**	**0.00**	**1.50**

Mitch L. Hansel

Timesheet Date: 02/14/2026

Project	Phase	Activity	Employee Type	Sun-08	Mon-09	Tue-10	Wed-11	Thu-12	Fri-13	Sat-14	Total
20230081 New Haven: Linden Rd and Rose Ave RAB (Des. 2300608)	Special Investigations - NTE Plan Changes (added 1/29/26)	Billable Time	Engineer IV (Senior Project Mngr.)			1.00					1.00
			Regular total	**0.00**	**0.00**	**1.00**	**0.00**	**0.00**	**0.00**	**0.00**	**1.00**
			Timesheet total	**0.00**	**0.00**	**1.00**	**0.00**	**0.00**	**0.00**	**0.00**	**1.00**

Peter E. Carleton

Timesheet Date: 02/07/2026

Project	Phase	Activity	Employee Type	Sun-01	Mon-02	Tue-03	Wed-04	Thu-05	Fri-06	Sat-07	Total
20230081 New Haven: Linden Rd and Rose Ave RAB (Des. 2300608)	Special Investigations - NTE Plan Changes (added 1/29/26)	Billable Time	Engineer I (Project Engineer/Non-PE PM)					2.00			2.00
			Regular total	**0.00**	**0.00**	**0.00**	**0.00**	**2.00**	**0.00**	**0.00**	**2.00**
			Timesheet total	**0.00**	**0.00**	**0.00**	**0.00**	**2.00**	**0.00**	**0.00**	**2.00**

WESSLER
ENGINEERING

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INVOICE

To:	CITY OF NEW HAVEN RICK KRUCHTEN 815 LINCOLN HIGHWAY EAST NEW HAVEN, INDIANA 46774	Invoice Number: 49379 March 23, 2026

Project: 242421.00 NEW HAVEN EDGERTON RD WM & BOOSTER STATION

Manager: CHARLES A. HUTTON

Professional Services for the Period: 7/1/25 to 2/28/26

Contract Amount:	**$**	**388,300.00**
Amount Previously Billed:	**$**	**346,899.69**
Amount Currently Billed:	**$**	**37,352.76**
Contract Balance:	**$**	**4,047.55**

PHASE: .06 CONSTRUCTION ADMIN

Professional Services	**Bill Hours**	**Bill Rate**	**Charge**
Control System Senior Project Manager II	12.25	$ 280.00	$ 3,430.00
Principal Engineer	2.00	$ 275.00	550.00
Control System Engineer IV	5.00	$ 205.00	1,025.00
Project Manager II	6.75	$ 200.00	1,350.00
Electrical Project Engineer III	3.00	$ 185.00	555.00
Project Manager	40.75	$ 180.00	7,335.00
Project Analyst II	1.00	$ 130.00	130.00
Total Labor	**70.75**		**$ 14,375.00**
Reimbursables			
Travel			$ 109.90
Total Reimbursables			**$ 109.90**
Total from Phase .06			**$ 14,484.90**

PHASE: .68 CONSTRUCTION OBSERVATION

Professional Services	**Bill Hours**	**Bill Rate**	**Charge**
Senior Project Manager I	78.00	$ 230.00	$ 17,940.00
Resident Project Representative IV	36.50	$ 125.00	4,562.50
Total Labor	**114.50**		**$ 22,502.50**
Reimbursables			
Travel			$ 365.36
Total Reimbursables			**$ 365.36**
Total for Phase .68			**$ 22,867.86**

Total Project Invoice Amount $ 37,352.76

Charles A Hutton

Wessler Engineering, Inc.
CHARLES A. HUTTON
Project Manager

Aged Receivables:

CURRENT	30-60	60-90	90-120	OVER 120
$37,352.76	$0.00	$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

PLEASE REMIT TO: 6219 SOUTH EAST STREET // INDIANAPOLIS, INDIANA 46227 // WESSLERENGINEERING.COM
Phone (317) 788-4551 // Fax (317) 788-4803

Billing Backup

Project 242421.00 NEW HAVEN EDGERTON RD WM & BOOSTER STA

Phase 00006 CONSTRUCTION

Task 01CS02 CONSTRUCTION ADMIN

Professional Services

			Bill Hours	Bill Rate	Charge
Control System Senior Project Manager II					
	Control System Senior Project Manager II				
643	PRICE, BRIAN	7/30/2025	1.25	280.00	350.00
	indy office, cell modems, prep for meeting				
643	PRICE, BRIAN	7/31/2025	8.00	280.00	2,240.00
	on-site construction meeting, site visit				
643	PRICE, BRIAN	12/23/2025	2.00	280.00	560.00
	scheduling and PM				
643	PRICE, BRIAN	1/13/2026	1.00	280.00	280.00
	vault pressure switch discussion and coordination				
Principal Engineer					
	Principal Engineer				
1500	HUTTON, CHARLES	9/15/2025	.50	275.00	137.50
	pipe repair review				
1500	HUTTON, CHARLES	10/27/2025	.50	275.00	137.50
	SC and LD letter				
1500	HUTTON, CHARLES	10/28/2025	1.00	275.00	275.00
	Edgerton Rd. Meeting				
Control System Engineer IV					
	Control System Engineer IV				
1305	MORAN, KENNETH	7/31/2025	5.00	205.00	1,025.00
	Onsite update meeting and visit CSO site.				
Project Manager II					
	Project Manager II				
659	REES, LOYS	7/29/2025	.50	200.00	100.00
	Contractor Question				
659	REES, LOYS	10/23/2025	.50	200.00	100.00
	Review disinfection plan				
659	REES, LOYS	1/8/2026	.25	200.00	50.00
	I&C questions				
659	REES, LOYS	1/12/2026	2.00	200.00	400.00
	High pressure issues and controls discussion				
659	REES, LOYS	1/14/2026	.50	200.00	100.00
	High pressure issues and controls discussion				
659	REES, LOYS	2/5/2026	1.00	200.00	200.00
	Review O&M manual				
659	REES, LOYS	2/9/2026	1.00	200.00	200.00
	Review EFI O&M Manual				
659	REES, LOYS	2/10/2026	1.00	200.00	200.00
	Review EFI O&M Manual				

Elec. Project Engineer III

Elec. Project Engineer III

619	KEATING, JOSHUA	2/17/2026	2.00	185.00	370.00
	Booster Station O&M Review				
619	KEATING, JOSHUA	2/18/2026	1.00	185.00	185.00
	Booster Station O&M Review				

Project Manager

Project Manager

1502	LESTINSKY, JESSICA	7/29/2025	2.00	180.00	360.00
	PM, CA				
1502	LESTINSKY, JESSICA	7/31/2025	3.00	180.00	540.00
	CA, PM, progress meeting				
1502	LESTINSKY, JESSICA	8/6/2025	2.00	180.00	360.00
	CA, PM				
1502	LESTINSKY, JESSICA	8/7/2025	1.00	180.00	180.00
	CA, PM				
1502	LESTINSKY, JESSICA	8/13/2025	1.00	180.00	180.00
	CA, PM				
1502	LESTINSKY, JESSICA	8/26/2025	.50	180.00	90.00
	CA, PM				
1502	LESTINSKY, JESSICA	9/3/2025	1.50	180.00	270.00
	CA, PM				
1502	LESTINSKY, JESSICA	9/4/2025	1.00	180.00	180.00
	CA, PM				
1502	LESTINSKY, JESSICA	9/9/2025	1.00	180.00	180.00
	progress meeting				
1502	LESTINSKY, JESSICA	9/16/2025	1.50	180.00	270.00
	CA, PM				
1502	LESTINSKY, JESSICA	10/20/2025	.75	180.00	135.00
	CA, PM				
1502	LESTINSKY, JESSICA	10/28/2025	2.50	180.00	450.00
	meeting in disinfection, CA, PM				
1502	LESTINSKY, JESSICA	10/30/2025	.75	180.00	135.00
	CA, PM				
1502	LESTINSKY, JESSICA	10/31/2025	.75	180.00	135.00
	CA, PM				
1502	LESTINSKY, JESSICA	11/18/2025	2.00	180.00	360.00
	progress meeting, CA, PM				

1502	LESTINSKY, JESSICA	11/24/2025	1.50	180.00	270.00	
	PM and CA					
1502	LESTINSKY, JESSICA	12/1/2025	1.00	180.00	180.00	
	CA, PM					
1502	LESTINSKY, JESSICA	12/2/2025	2.00	180.00	360.00	
	CA, PM					
1502	LESTINSKY, JESSICA	12/4/2025	2.00	180.00	360.00	
	progress meeting					
1502	LESTINSKY, JESSICA	12/9/2025	1.00	180.00	180.00	
	CA, PM					
1502	LESTINSKY, JESSICA	12/11/2025	1.50	180.00	270.00	
	PM, CA					
1502	LESTINSKY, JESSICA	1/7/2026	.50	180.00	90.00	
	closeout list; project update					
1502	LESTINSKY, JESSICA	1/13/2026	5.00	180.00	900.00	
	walk thru punch list items, walk-thru on job site					
1502	LESTINSKY, JESSICA	1/14/2026	3.00	180.00	540.00	
	punch list items and pictures					
1502	LESTINSKY, JESSICA	1/16/2026	2.00	180.00	360.00	
	punch list and SC					
Project Analyst II						
Project Analyst II						
837	WITHEM, JACQUELYN	7/29/2025	.25	130.00	32.50	
	Pay App					
837	WITHEM, JACQUELYN	8/20/2025	.25	130.00	32.50	
	Amendment - PI form					
837	WITHEM, JACQUELYN	8/21/2025	.25	130.00	32.50	
	Open amendment					
837	WITHEM, JACQUELYN	2/5/2026	.25	130.00	32.50	
	Coordination for CA					
	Totals		70.75		14,375.00	
	Total Labor					**14,375.00**

Reimbursables

Travel

EX	000000014266	9/9/2025	LESTINSKY, JESSICA / progress meeting	16.80
EX	000000014352	10/28/2025	LESTINSKY, JESSICA / progress meeting	16.10

EX	000000014433	11/18/2025	LESTINSKY, JESSICA / progress meeting	30.80	
EX	000000014587	1/13/2026	LESTINSKY, JESSICA / walk-thru and punch list	20.30	
		Total Reimbursables		**84.00**	**84.00**

Unit Billing

Mileage - Company vehicles

VEH 1601	10.0 Miles @ 0.70	7.00	
VEH 1601	27.0 Miles @ 0.70	18.90	
Total Units		**25.90**	**25.90**

Total this Task **$14,484.90**

Total this Phase **$14,484.90**

Phase 00068 CONSTRUCTION OBSERVATION

Task 01RP02 RPR

Professional Services

			Bill Hours	**Bill Rate**	**Charge**
Senior Project Manager I					
Senior Project Manager I					
1507	WILLIAMS, JODY	7/29/2025	3.00	230.00	690.00
	Onsite - Project Check-In After Jack & Bore				
1507	WILLIAMS, JODY	7/31/2025	2.00	230.00	460.00
	Onsite - Progress Meeting				
1507	WILLIAMS, JODY	8/7/2025	.50	230.00	115.00
	Project Coordination w/ Andrew Sproles				
1507	WILLIAMS, JODY	8/21/2025	2.00	230.00	460.00
	Onsite - Review of WM Status - Electric Connection at Booster Station				
1507	WILLIAMS, JODY	8/28/2025	1.00	230.00	230.00
	Onsite - Contractor Coordination				
1507	WILLIAMS, JODY	9/4/2025	2.00	230.00	460.00
	Contractor Coordination				
1507	WILLIAMS, JODY	9/5/2025	1.00	230.00	230.00
	Contractor Coordination				
1507	WILLIAMS, JODY	9/9/2025	2.00	230.00	460.00
	Onsite - Progress Meeting				
1507	WILLIAMS, JODY	9/11/2025	1.50	230.00	345.00
	Onsite - Water Main Leak Investigation				
1507	WILLIAMS, JODY	9/16/2025	6.50	230.00	1,495.00
	Onsite - WM Leak at Railroad				
1507	WILLIAMS, JODY	9/18/2025	2.00	230.00	460.00
	Onsite - Water Main Leak at Railroad/Concrete Drive Prep at NW Shop				
1507	WILLIAMS, JODY	9/19/2025	2.50	230.00	575.00
	Onsite - Water Main Leak				
1507	WILLIAMS, JODY	10/3/2025	1.50	230.00	345.00
	Project Updates and NIPSCO Coordination				
1507	WILLIAMS, JODY	10/8/2025	.50	230.00	115.00
	NIPSCO & Contractor Coordination				

1507	WILLIAMS, JODY	10/9/2025	1.00	230.00	230.00
	IPSCO & Contractor Coordination				
1507	WILLIAMS, JODY	10/10/2025	1.00	230.00	230.00
	IPSCO & Contractor Coordination				
1507	WILLIAMS, JODY	10/14/2025	2.00	230.00	460.00
	Onsite - NIPSCO SITE VISIT - PROJECT UPDATE WITH BUNN				
1507	WILLIAMS, JODY	10/17/2025	1.00	230.00	230.00
	NIPSCO Coordination				
1507	WILLIAMS, JODY	10/20/2025	1.00	230.00	230.00
	Contractor Coordination				
1507	WILLIAMS, JODY	10/23/2025	1.00	230.00	230.00
	Coordination w/ Contractor - NIPSCO				
1507	WILLIAMS, JODY	10/30/2025	2.00	230.00	460.00
	Onsite - Gas Line Coordination/H-Frame Coordination				
1507	WILLIAMS, JODY	10/31/2025	.50	230.00	115.00
	Coordination w/Bunn				
1507	WILLIAMS, JODY	11/3/2025	1.00	230.00	230.00
	Onsite Check-In				
1507	WILLIAMS, JODY	11/5/2025	2.00	230.00	460.00
	Onsite Project Check-In				
1507	WILLIAMS, JODY	11/12/2025	2.00	230.00	460.00
	Onsite Project Check-In				
1507	WILLIAMS, JODY	11/24/2025	1.00	230.00	230.00
	Contractor Coordination				
1507	WILLIAMS, JODY	12/4/2025	2.50	230.00	575.00
	Onsite Progress Review - Progress Meeting				
1507	WILLIAMS, JODY	12/12/2025	1.00	230.00	230.00
	Project Update				
1507	WILLIAMS, JODY	12/23/2025	.50	230.00	115.00
	Coordination for EFI Start-Up				
1507	WILLIAMS, JODY	1/5/2026	8.00	230.00	1,840.00
	Booster Station Startup				
1507	WILLIAMS, JODY	1/6/2026	6.00	230.00	1,380.00
	Booster Station Training - Pre-Punchlist Inspection of Edgerton Road.				
1507	WILLIAMS, JODY	1/12/2026	4.00	230.00	920.00
	Punchlist Preparation and Contractor Coordination				
1507	WILLIAMS, JODY	1/13/2026	4.00	230.00	920.00
	Punchlist Walk - Investigation				
1507	WILLIAMS, JODY	1/16/2026	4.00	230.00	920.00
	Finalizing Punchlist and Contractor Coordination				
1507	WILLIAMS, JODY	1/23/2026	1.50	230.00	345.00
	Onsite - Contractor Coordination				
1507	WILLIAMS, JODY	2/3/2026	1.00	230.00	230.00
	Contractor Coordination				
1507	WILLIAMS, JODY	2/17/2026	2.00	230.00	460.00
	Meeting w/ New Haven on Bunn Punchlist				
Resident Project Representative IV					
	Resident Project Representative IV				
576	SHAW, EVERETT	8/1/2025	7.00	125.00	875.00

	Construction Observation					
576	SHAW, EVERETT	8/13/2025	7.00	125.00	875.00	
	Construction Observation					
576	SHAW, EVERETT	8/14/2025	4.00	125.00	500.00	
	Construction Observation					
576	SHAW, EVERETT	8/15/2025	1.50	125.00	187.50	
	Construction Observation					
576	SHAW, EVERETT	8/18/2025	8.00	125.00	1,000.00	
	Construction Observation					
576	SHAW, EVERETT	8/19/2025	1.00	125.00	125.00	
	Construction Observation					
576	SHAW, EVERETT	8/20/2025	8.00	125.00	1,000.00	
	Construction Observation					
	Totals		114.50		22,502.50	
	Total Labor					**22,502.50**

Unit Billing

Mileage - Company vehicles			
VEH 1805	60.0 Miles @ 0.70	42.00	
VEH 1806	25.0 Miles @ 0.70	17.50	
VEH 1805	137.0 Miles @ 0.70	95.90	
VEH 1805	39.0 Miles @ 0.70	27.30	
VEH 1805	31.0 Miles @ 0.70	21.70	
VEH 1805	29.0 Miles @ 0.70	20.30	
VEH 1805	119.0 Miles @ 0.725	86.28	
VEH 1805	75.0 Miles @ 0.725	54.38	
Total Units		**365.36**	**365.36**

Total this Task	**$22,867.86**
Total this Phase	**$22,867.86**
Total this Project	**$37,352.76**
Total this Report	**$37,352.76**

WESSLER ENGINEERING

More than a Project™

INVOICE

To:	CITY OF NEW HAVEN RICK KRUCHTEN 815 LINCOLN HIGHWAY EAST NEW HAVEN, INDIANA 46774	Invoice Number: 49272 March 17, 2026

Project: 243921.00 NEW HAVEN CSO LTCP UPDATE

Manager: BRIDGET R INGRAM

Professional Services for the Period: 2/1/26 to 2/28/26

Contract Amount:	**$**	**740,000.00**
Amount Previously Billed:	**$**	**715,595.51**
Amount Currently Billed:	**$**	**4,245.00**
Contract Balance:	**$**	**20,159.49**

PHASE: .06 CONSTRUCTION ADMINISTRATION

Professional Services	**Bill Hours**	**Bill Rate**		**Charge**
Control System Senior Project Manager II	2.00	$ 280.00	$	560.00
Senior Project Manager I	8.00	$ 230.00		1,840.00
Control System Engineer IV	9.00	$ 205.00		1,845.00
Total Labor	**19.00**		**$**	**4,245.00**

Reimbursables

	$	-
Total Reimbursables	**$**	**-**

Total Project Invoice Amount	**$**	**4,245.00**

Bridget R Ingram

Wessler Engineering, Inc.
BRIDGET R INGRAM
Project Manager

Aged Receivables:

CURRENT	30-60	60-90	90-120	OVER 120
$4,245.00	$4,783.75	$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

WESSLER ENGINEERING, INC. Invoice 49272 Dated 3/17/2026

Tuesday, March 17, 2026
7:57:22 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						
	Senior Project Manager I					
1507	WILLIAMS, JODY	2/6/2026	5.00	230.00	1,150.00	
	Tideflex Check Valve Installation					
1507	WILLIAMS, JODY	2/9/2026	3.00	230.00	690.00	
	Onsite - Tideflex Duckbill Check Valve Installation Oversight					
	Totals		8.00		1,840.00	
	Total Labor					**1,840.00**

Total this Task **$1,840.00**

Task 01IC01 CA - I&C

Professional Services

			Bill Hours	Bill Rate	Charge	
Control System Engineer IV						
	Control System Engineer IV					
1305	MORAN, KENNETH	1/21/2026	1.00	205.00	205.00	
	Teams meeting with New Haven IT to setup VPN.					
	Totals		1.00		205.00	
	Total Labor					**205.00**

Total this Task **$205.00**

Task 02IC01 CA - I&C - SCADA

Professional Services

			Bill Hours	Bill Rate	Charge
Control System Senior Project Manager II					
	Control System Senior Project Manager II				
643	PRICE, BRIAN	1/26/2026	1.00	280.00	280.00
	amendment 4				
643	PRICE, BRIAN	1/30/2026	1.00	280.00	280.00
	review and delivery of Add. 4				
Control System Engineer IV					
	Control System Engineer IV				
1305	MORAN, KENNETH	1/9/2026	2.00	205.00	410.00
	Working on SQL report				
1305	MORAN, KENNETH	2/24/2026	4.00	205.00	820.00

	Add Peru trend tool to Ignition and second DRVV second transmitter to screen and historian.					
1305	MORAN, KENNETH	2/25/2026	2.00	205.00	410.00	
	Finish up and testing trend tools					
	Totals		10.00		2,200.00	
	Total Labor					**2,200.00**
					Total this Task	**$2,200.00**
					Total this Phase	**$4,245.00**
					Total this Project	**$4,245.00**
					Total this Report	**$4,245.00**

SUPPLEMENTAL AGREEMENT NO. 1

This Supplemental Agreement is made and entered into effective as of __________, 2026 by and between LPA of New Haven, Indiana, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and DLZ Indiana, LLC ("the CONSULTANT"), a limited liability company organized under the laws of the State of Indiana.

Des. Nos.: 2600160, 2300599, 2300600, 2101081.

Project Description: South Maplecrest Road Improvement Project from approximately 600 feet south of SR 930 to Seiler Road.

WITNESSETH

WHEREAS, the LPA entered into an Engineering Agreement on September 14, 2023 with the CONSULTANT for Engineering Services and Documents in relation to the above described project and

WHEREAS, the LPA has determined to **add one (1) additional Construction Phase to the Project** ; and

WHEREAS, the LPA has determined to **add three (3) additional parcels for Right of Way Engineering;** and

WHEREAS, the LPA has determined to **remove the Seiler Road Roundabout Design from the Project,** and

NOW, THEREFORE, the LPA and ENGINEER desire to amend the above referenced agreement as follows:

1. Revise Project Description under Appendix A, SERVICES TO BE FURNISHED BY CONSULTANT, as follows:

In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the Indiana Department of Transportation and Federal Highway Administration.

The CONSULTANT shall be responsible for performing the topographic surveying, engineering, environmental review, right-of-way engineering and the final design plans for the construction of the South Maplecrest Road Improvement Project from approximately 600 feet south of SR 930 to Seiler Road ("PROJECT") for the City of New Haven, Indiana ("LPA"). The Project is broken down in 1 PE / RW phase (DES 210062) and 2 construction phases as outlined below:

1. **Phase I: Roundabout Intersection at South Maplecrest Road and Moeller Road (DES 2600160).**

2. **Phase II**: South Maplecrest Road from approx. ~~600 feet south of SR930 to Moeller Road~~ **from approx. 1,325 feet north of Moeller Road to Quadrant Road (south of SR 930)** (DES 2300599).
3. **Phase III:** South Maplecrest Road from ~~Moeller Road to Seiler Road~~ **approx. 375 feet south of Seiler Road to approx. 825 feet south of Moeller Road** (DES 2300600), **and including the Bridge over Trier Ditch (DES 2101081)**

This project is being constructed under ~~two~~ **three** separate letting contracts. Phase 1 is expected to let in fiscal year 2028**,** ~~and~~ Phase 2 in fiscal year 2030**, and Phase 3 in 2032**. The PROJECT limits are shown **Exhibit 1**.

Project will generally consist of the following elements:

1. South Maplecrest Road will be designed to provide a three-lane pavement section consisting of a 12' lane in each direction and a 14' wide continuous center two-way-left-turn lane. Design will include Curb and Gutter along South Maplecrest.
2. Drainage will be carried through roadside ditches or enclosed storm system.
3. Signing and pavement marking plans.
4. A roundabout will be designed for the intersection of Moeller Road/South Maplecrest Road.
5. ~~A roundabout will be designed for the intersection of Seiler Road and South Maplecrest Road, as directed by the LPA.~~
6. The design for the replacement of the existing bridge over the Trier Ditch to accommodate the expanded roadway improvement width.
7. Roadway lighting will be designed for the entire length of the project.
8. A new screening wall along the west side of South Maplecrest Road in the vicinity of the Seiler Road intersection.
9. An 8' multi-use path.
10. Due to the separate Construction Des No's and staggered construction schedule, it is anticipated that there will be ~~two~~ **three** contract packages that will be split during Stage 3 and Final Tracings submittals for INDOT.

The CONSULTANT shall be responsible for performing the following activities:

2. Revise the last paragraph of Section G, WATERS OF THE US DETERMINATION REPORT, ROUTINE WETLAND DELINEATION (IF REQUIRED), as follows:

Additionally, due to the ~~two~~ **three** construction phases, it is anticipated that the Waters Report done for the Phase 1 construction letting will need to be updated for the Phase 2 **and Phase 3** construction letting**s**. This Waters Report update**s** and associated fee are included in this contract Task item.

3. Revise the first paragraph of Section K, ROUNDABOUT DESIGN, as follows:

The CONSULTANT will prepare a single or double lane roundabout concepts ~~prior to starting the detailed design of the roundabouts~~, for the South Maplecrest Road intersections with Moeller Road and Seiler Road, as required. The concepts will be prepared utilizing the most recent traffic data, as provided by the LPA. **Based on the initial layout and potential utility impacts at Seiler Road**

roundabout, only the Moeller Road roundabout was selected to progress into full design. The intersection at Seiler Road shall be designed as stop controlled intersection. A traffic growth rate shall be provided by the LPA to make traffic projections for the 20-year design horizon (year 2050). The CONSULTANT shall utilize RODEL roundabout capaLPA analysis software for evaluating the design year roundabout capaLPA and for determining the lane requirements. The CONSULTANT will present the **Moeller Road** concept with the design year lane requirements to the LPA and upon approval will proceed with the detailed design. The Project's design vehicle will be WB-65, assuming the truck will utilize both lanes to maneuver through the roundabout (for dual lane roundabouts).

4. Revise Section L.7, under ROADWAY DESIGN, as follows:

7. Construction Plans: Due to the separate construction letting dates for the ~~north and south halves~~ **three phases** of the project, it is anticipated that there will be ~~two (2)~~ **three (3)** Stage 3 submittals for the project. The CONSULTANT shall prepare, for each of the project ~~halves~~ **phases**, all plans, and submissions in accordance with "Part II – Plan Development" of the INDOT Design Manual, and the INDOT LPA Project Development Process Guidance Document for Local Federal-Aid Projects, generally as described below:

a. The CONSULTANT shall submit and prepare Stage 1 Plans for INDOT and LPA review.
b. The CONSULTANT shall schedule and hold the Preliminary Field Check meeting.
c. The CONSULTANT shall prepare Stage 3 plans for INDOT and LPA review. The Stage 3 Plans shall include all construction details, show all impacts including access provisions to adjacent properties, show rights of way required for construction of the project and include any maintenance of traffic provisions necessary for the roads at all ends of the project. The statement of probable cost for construction shall be prepared in accordance with Indiana Department of Transportation Design Manual, Part II, Plan Development and shall include all items of work required for the complete construction of the work, including all temporary work necessary in connection therewith, but shall not include the cost of such items of work for which the LPA, through its own forces or through other party or parties will prepare detail plans. The unit prices to be used shall be in accordance with the methods used by the Indiana Department of Transportation.
d. After approval of the Stage 3 Plans, the CONSULTANT shall prepare Final Tracings.

5. Revise Section O, TITLE RESEARCH, as follows:

The CONSULTANT shall conduct 20-year search of chain of title and prepare T&E Reports in accordance with the INDOT work type 12.2 Classification Requirements.

It is anticipated at this time that a maximum of ~~24~~ **27** parcels will be affected that will require the title research.

6. Revise Section P, RIGHT OF WAY ENGINEERING, as follows:

The CONSULTANT will provide title and encumbrance reports, right of way engineering, and staking for ~~24~~ **27** parcels, all in accordance with the Right-of-Way Engineering Procedure Manual by INDOT. Right of way activities will include:

1. Order title abstracting for each parcel during the field survey and perform preliminary right of way engineering to determine existing property lines and right of way.

2. Obtain update to title at the time of final right of way engineering, if required.
3. Prepare a legal description for each parcel of right of way to be acquired.
4. Prepare a plat for each parcel of permanent right of way to be acquired.
5. Prepare Final Right of Way Plans as required by the current INDOT Right of Way Engineering Manual.
6. Upload Right of Way engineering documents to ERMS and ITAP Land Records System (LRS).
7. Provide R/W staking twice. First for R/W appraising and second for utility relocations.

7. Revise Section Q, as follows:

Q. ~~TWO~~ THREE CONTRACT PACKAGES

The project is expected to be split into ~~two~~ **three** phases due to different funding fiscal years for construction. Phase I (Des No. ~~2300599~~ **2600160**) being let in Fiscal Year (FY) 2028, ~~and~~ Phase II (Des No. 2300~~600~~**599**) in FY 2030 **and Phase III (Des Nos. 2300600 & 2101081) in FY 2032**. The scope of work is based on splitting the plans for Stage 3 and Final Tracing submittals to INDOT. ~~Phase I will include northern portion of the project, including the roundabout at Moeller Road. Phase II of the project will include design of the remainder project limits, and ending at Seiler Road, including a new bridge over Trier Ditch.~~

8. Revise Section R, BIDDING PHASE SERVICES, as follows:

The CONSULTANT shall provide Bidding Phase Services to the LPA. Due to the separate construction letting dates it is anticipated that there will be ~~two (2)~~ **three (3)** final tracings submittals and bid packages created and submitted for the project. Therefore, there will be ~~two (2)~~ **three (3)** Bid Phase cycles with services included as follows:

1. The review of the final construction documents distributed by INDOT for bidding purposes for conformance with the CONSULTANT's final tracing submittal.
2. The CONSULTANT shall review the Contract Information Book (CIB).
3. Issue revisions to INDOT as appropriate to interpret, clarify or expand the Bidding Documents.

9. Revise Section S, PRE-CONSTRUCTION MEETING, as follows:

~~The following~~ **Following the** approval of the tracings and the bidding process administered by INDOT, the CONSULTANT will be responsible for attending the Pre-Construction Meeting. Due to the separate construction letting dates it is anticipated that there will be ~~two (2)~~ **three (3)** Pre-Construction meetings for the Project.

10. Revise APPENDIX D, as follows:

a. Amount of Payment

The CONSULTANT shall receive as payment for the work performed under this

Agreement a **Total Fee Not to Exceed of $1,486,355.00** unless a modification of agreement for the amended dollar amount is approved in writing by the LPA.

The CONSULTANT will be paid for the work performed under Appendix "A" of this Agreement in accordance with the following schedule:

DESCRIPTION	PROPOSED FEE
Project Management	~~$45,500.00~~ **$55,500.00**
Topographic Survey	$83,300.00
LCRSP	$16,800.00
Phase 1a Archeological Services & Section 106 Services	$31,000.00
Environmental Services (Level 2 CE)	$36,000.00
Waters Report	~~$17,600.00~~ **$21,600.00**
Roadway Design (~~two~~ **three** sets for ~~two~~ **three** Contract Packages)	~~$450,000.00~~ **$465,300.00**
Moeller Roundabout Design	$95,000.00
Seiler Roundabout **Concept & Stop Controlled Intersection** Design	~~$85,000.00~~ **$22,750.00**
Pavement Design	$7,500.00
Bridge Design	$125,500.00
Screen Wall Design	$54,200.00
Maintenance of Traffic (MOT) Design	$75,000.00
Geotechnical Services*	$59,555.00
Public Hearing or Meeting (If required)	$14,800.00
Lighting Design	$66,700.00
Proprietary Material Documentation, if required for lighting	$4,500.00
Hydraulics and Permitting	$31,500.00
Utility Coordination	$32,800.00
~~Two~~ **Three** Contract Packages-INDOT Submittal	~~$16,000.00~~ **$24,000.00**
Bid Phase Services (~~Twice~~ **Three**)	~~$15,500.00~~ **$23,250.00**
Pre-Construction Meeting (~~Two~~ **Three**)	~~$5,000.00~~ **$7,500.00**
Subtotal (Lump Sum)	~~$1,368,755.00~~ **$1,354,055.00**
Right of Way Engineering - Assuming ~~24~~ 27 parcels	
T&E Reports, including copies ($500/Parcel)	~~$12,000.00~~ **$13,500.00**
R/W plans, plats and descriptions ($3,000/parcel)	~~$72,000.00~~ **$81,000.00**
R/W Staking ($450/parcel) – *Twice*	~~$21,600.00~~ **$24,300.00**
APA's ($500/parcel)	~~$12,000.00~~ **$13,500.00**
Subtotal (Not to Exceed)	~~$117,600.00~~ **$132,300.00**
Total (Not to Exceed)	**$1,486,355.00**

*These services will be performed by a Subconsultant. The CONSULTANT shall receive as payment the actual cost incurred by the CONSULTANT plus an administrative fee in an amount not to exceed 10% of the amount of the Subconsultant's invoice, but not to exceed the final amount shown in the table above unless authorized by the LPA in writing.

The CONSULTANT shall not be paid for any services performed by the LPA or not required to develop this project.

For those services performed by the ENGINEER which are included in the itemized costs, as shown herein in Appendix "D", Section 2 as an "Hourly Rate", the CONSULTANT will be paid on the basis of an Hourly Rate in accordance with the Rate Schedule attached as **Exhibit 2**. The basis for payment includes the direct salary and wages of each employee, PLUS a provisional overhead rate of 165.59%, PLUS a 9.6% profit, PLUS the cost of money at 0.58%, PLUS direct non-salary costs as approved by the LPA. Profit will only be applied to direct salary and wages plus applicable overhead. The provisional overhead rate will include the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, sick leave, vacation holiday pay and other group benefits.

The CONSULTANT shall receive as payment from the LPA for the Additional Services rendered under this Agreement as follows:

For Additional Services of CONSULTANT's principals and employees engaged on the project, except services to appear as a consultant or witness, on the basis of actual hours of work performed by essential personnel exclusively on this Agreement, the CONSULTANT will be paid on the basis of an Hourly Rate in accordance with the Rate Schedule attached as **Exhibit 2**. The basis for payment includes the direct salary and wages of each employee, PLUS a provisional overhead rate of 165.59%, PLUS a 9.6% profit, PLUS the cost of money at 0.58%, PLUS direct non-salary costs as approved by the LPA. Profit will only be applied to direct salary and wages plus applicable overhead. The provisional overhead rate will include the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, sick leave, vacation holiday pay and other group benefits.

For services rendered by CONSULTANT's principals and employees to appear as consultants or witnesses in any litigation, arbitration or other legal or administrative proceeding, except for time spent in preparing to appear in any such litigation, arbitration or proceeding, at the rate of $2,500.00 per principal or employee per day or any portion thereof.

The hourly rates, mean salaries and wages (basic and incentive) paid to all CONSULTANT's personnel engaged directly on the project, including, but not limited to, engineers, architects, surveyors, planners, designers, draftsmen, specification writers, estimators, other technical and business personnel, and include the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, sick leave, vacation and holiday pay, other group benefits, overhead expenses and profit.

Method of Payment for Design Services:

The CONSULTANT may submit a maximum of one invoice voucher per calendar month for work covered under this Agreement. The invoice voucher shall be submitted to the LPA.

The invoice voucher shall represent the value, to the LPA, of the partially completed work as of the date of the invoice voucher. The CONSULTANT shall attach thereto a summary of each pay item in Section A.2 of this Appendix, percentage completed and prior payments.

The LPA, for and in consideration of the rendering of the engineering services provided for in Appendix "A", agrees to pay to the CONSULTANT for rendering such services the fees established above in the following manner:

The amount invoiced based upon percent complete or the contract unit price, except that:

1) The maximum payment for services listed in Appendix A shall be in accordance with the following schedule:

a)	Stage 1 Plans	30%
b)	Preliminary Field Check Meeting	60%
c)	Public Information Meeting or Public Hearing (if required)	75%
d)	Stage 3 Plans (Maximum at Phase ~~2~~ **3** Submittal)	95%
e)	Tracings (Maximum at Phase ~~2~~ **3** Submittal)	100%

2) Payment for any item not otherwise set out herein shall be made based upon percentage of completion.

The LPA for and in consideration of the rendering of the engineering services provided for in Appendix "A", agrees to pay the CONSULTANT for rendering such services the fee established above upon completion of the work there under and acceptance thereof by the LPA.

If design changes are required during construction due to design errors in the final plans or specifications, the CONSULTANT will make such necessary design changes without additional cost to the LPA. However, if design changes are required during construction which are occasioned by changed conditions or conditions which could not have been reasonably foreseen by the CONSULTANT prior to construction, the CONSULTANT will be paid for such modifications at the direct salary and wages of each employee, PLUS a provisional overhead rate of 165.59%, PLUS a 9.2.% profit, PLUS the cost of money at 0.58%, PLUS direct non-salary costs as approved by the LPA. Profit will only be applied to direct salary and wages plus applicable overhead. The provisional overhead rate will include the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, sick leave, vacation holiday pay and other group benefits.

If the LPA fails to make any payment due to the CONSULTANT for services and expenses within forty-five (45) days after receipt of CONSULTANT's correct and accurate statement therefore, the amounts due to the CONSULTANT shall be increased at the rate of 1% per month from said forty fifth day, and in addition, CONSULTANT may, after giving seven (7) days' written notice to LPA, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and changes.

In the event of a substantial change in scope, character or complexity of the work on the project, the maximum fee payable and the specified fee shall be adjusted in accordance with Section VI, Paragraph 6 title “Changes in Work” of this Agreement.

The CONSULTANT shall not commence any additional work or change the scope of the work as described in Appendix ‘A’ until authorized in writing by the LPA through an amendment or modification of this agreement.

(The remainder of this page intentionally left blank)

This contract amendment does not change the current contract fee of* $1,486,355.00. *Except as herein modified, changed and supplemented, all terms of the original engineering agreement dated September 14, 2023 shall continue in full force and effect.

In Witness Whereof, the CONSULTANT and the LPA have, through duly authorized representatives, entered into this Contract. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

LOCAL PUBLIC AGENCY
CITY OF NEW HAVEN, INDIANA
BOARD OF PUBLIC WORKS & SAFETY

BY:________________________
Steven S. McMichael, Mayor

BY:________________________
Bob Byrd, Member

BY:________________________
Ivan Almodovar, Member

ATTEST:________________________
Angie Hamrick, Clerk - Treasurer

DATE:________________________

CONSULTANT

DLZ INDIANA, LLC

BY: Miguel A. Trevino
Miguel A. Trevino, P.E.
Vice President

ATTEST: Michael P. Duffy Jr.
Michael P. Duffy Jr. PE, PS
Department Manager

DATE: March 4, 2026

EXHIBIT 1

PROJECT LIMITS

LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of April 7th, 20 2 6 ("Effective Date") by and between City of New Haven, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and DLZ Indiana, LLC ("the CONSULTANT"), a corporation/limited liability company organized under the laws of the State of Indiana.

Des. Nos.: 2600160, 2300599, 2300600 & 2101081

Project Description: Improvement of South Maplecrest Road from approx. 600 feet south of SR 930 to Seiler Road Right of Way Services

RECITALS

WHEREAS, the LPA has entered into an agreement to utilize federal monies with the Indiana Department of Transportation ("INDOT") for a transportation or transportation enhancement project ("the Project"), which Project Coordination Contract is herein attached as Attachment 1 and incorporated as reference; and

WHEREAS, the LPA wishes to hire the CONSULTANT to provide services toward the Project completion more fully described in Appendix "A" attached hereto ("Services");

WHEREAS, the CONSULTANT has extensive experience, knowledge and expertise relating to these Services; and

WHEREAS, the CONSULTANT has expressed a willingness to furnish the Services in connection therewith.

NOW, THEREFORE, in consideration of the following mutual covenants, the parties hereto mutually covenant and agree as follows:

The "Recitals" above are hereby made an integral part and specifically incorporated into this Contract.

SECTION I SERVICES BY CONSULTANT. The CONSULTANT will provide the Services and deliverables described in Appendix "A" which is herein attached to and made an integral part of this Contract.

SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA. The information and services to be furnished by the LPA are set out in Appendix "B" which is herein attached to and made an integral part of this Contract.

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be December 31, 2027. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed **$ 248,345.00.**

SECTION V NOTICE TO PROCEED AND SCHEDULE. The CONSULTANT shall begin the work to be performed under this Contract only upon receipt of the written notice to proceed from the LPA, and shall deliver the work to the LPA in accordance with the schedule contained in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION VI GENERAL PROVISIONS

1. **Access to Records.** The CONSULTANT and any SUB-CONSULTANTS shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by the LPA, INDOT and/or the Federal Highway Administration ("FHWA") or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA, INDOT, and/or FHWA. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the CONSULTANT may release or make available to the agency any working papers from an audit performed by the LPA, INDOT and/or FHWA of the CONSULTANT and its SUB-CONSULTANTS in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

2. **Assignment; Successors.**

A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA's prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

B. Any substitution of SUB-CONSULTANTS must first be approved and receive written authorization from the LPA. Any substitution or termination of a Disadvantaged Business Enterprise ("DBE") SUB-CONSULTANT must first be approved and receive written authorization from the LPA and INDOT's Economic Opportunity Division Director.

3. **Audit.** The CONSULTANT acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with 48 CFR part 31 and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.

4. **Authority to Bind Consultant**. The CONSULTANT warrants that it has the necessary authority to enter into this Contract. The signatory for the CONSULTANT represents that he/she has been duly authorized to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approval to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed hereto.

5. **Certification for Federal-Aid Contracts Lobbying Activities**.

A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

i. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contracts, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. The CONSULTANT also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000, and that all such sub-recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

6. Changes in Work. The CONSULTANT shall not commence any additional work or change the scope of the work until authorized in writing by the LPA. The CONSULTANT shall make no claim for additional compensation or time in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may be amended, supplemented or modified only by a written document executed in the same manner as this Contract. The CONSULTANT acknowledges that no claim for additional compensation or time may be made by implication, oral agreements, actions, inaction, or course of conduct.

7. Compliance with Laws.

A. The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract, shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.

B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:

i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.

ii. *Professional Licensing Standards***.** The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.

iii. *Work Specific Standards.* The CONSULTANT and its SUB-CONSULTANTS, if any, have obtained, will obtain and/or will maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the LPA.

iv. *Secretary of State Registration.* If the CONSULTANT is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.

v. *Debarment and Suspension of CONSULTANT.* Neither the CONSULTANT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State and will immediately notify the LPA of any such actions. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the CONSULTANT or who has managerial or supervisory responsibilities for the Services.

vi. *Debarment and Suspension of any SUB-CONSULTANTS.* The CONSULTANT's SUB-CONSULTANTS are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The CONSULTANT shall be solely responsible for any recoupment, penalties or costs that might arise from the use of a suspended or debarred SUBCONSULTANT. The CONSULTANT shall immediately notify the LPA and INDOT if any SUB-CONSULTANT becomes debarred or suspended, and shall, at the LPA's request, take all steps required by the LPA to terminate its contractual relationship with the SUB-CONSULTANT for work to be performed under this Contract.

C. *Violations.* In addition to any other remedies at law or in equity, upon CONSULTANT'S violation of any of Section 7(A) through 7(B), the LPA may, at its sole discretion, do any one or more of the following:

i. terminate this Contract; or

ii. delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.

D. *Disputes.* If a dispute exists as to the CONSULTANT's liability or guilt in any action initiated by the LPA, and the LPA decides to delay, withhold, or deny work to the CONSULTANT, the CONSULTANT may request that it be allowed to continue, or receive work, without delay. The CONSULTANT must submit, in writing, a request for review to the LPA. A determination by the LPA under this Section 7.D shall be final and binding on the parties and not subject to administrative review. Any payments the LPA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.

8. **<u>Condition of Payment</u>.** The CONSULTANT must perform all Services under this Contract to the LPA's reasonable satisfaction, as determined at the discretion of the LPA and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The LPA will not pay for work not performed to the LPA's reasonable satisfaction, inconsistent with this Contract or performed in violation of federal, state, or local law (collectively, "deficiencies") until all deficiencies are remedied in a timely manner.

9. **Confidentiality of LPA Information**.

A. The CONSULTANT understands and agrees that data, materials, and information disclosed to the CONSULTANT may contain confidential and protected information. Therefore, the CONSULTANT covenants that data, material, and information gathered, based upon or disclosed to the CONSULTANT for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the LPA's prior written consent.

B. The parties acknowledge that the Services to be performed by the CONSULTANT for the LPA under this Contract may require or allow access to data, materials, and information containing Social Security numbers and maintained by the LPA in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the CONSULTANT and the LPA agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the CONSULTANT, the CONSULTANT agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

10. **Delays and Extensions.** The CONSULTANT agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the Services specified in this Contract. Such delays, if any, shall be compensated for by an extension of time for such period as may be determined by the LPA subject to the CONSULTANT's approval, it being understood, however, that permitting the CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LPA of any of its rights herein. In the event of substantial delays or extensions, or change of any kind, not caused by the CONSULTANT, which causes a material change in scope, character or complexity of work the CONSULTANT is to perform under this Contract, the LPA at its sole discretion shall determine any adjustments in compensation and in the schedule for completion of the Services. CONSULTANT must notify the LPA in writing of a material change in the work immediately after the CONSULTANT first recognizes the material change.

11. **DBE Requirements**.

A. Notice is hereby given to the CONSULTANT and any SUB-CONSULTANT, and both agree, that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification and failure to promptly cure such breach, may result in termination of this Contract or such remedy as INDOT deems appropriate. The referenced section requires the following assurance to be included in all subsequent contracts between the CONSULTANT and any SUB-CONSULTANT:

> The CONSULTANT, sub recipient or SUB-CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

B. The CONSULTANT shall make good faith efforts to achieve the DBE percentage goal that may be included as part of this Contract with the approved DBE SUB-CONSULTANTS identified on its Affirmative Action Certification submitted with its Letter of Interest, or with approved amendments. Any changes to a DBE firm listed in the Affirmative Action Certification must be requested in writing and receive prior approval by the LPA and INDOT's Economic Opportunity Division Director. After this Contract is completed and if a DBE SUB-CONSULTANT has performed services thereon, the CONSULTANT must complete, and return, a Disadvantaged Business Enterprise Utilization Affidavit ("DBE-3 Form") to INDOT's

Economic Opportunity Division Director. The DBE-3 Form requires certification by the CONSULTANT AND DBE SUB-CONSULTANT that the committed contract amounts have been paid and received.

12. <u>Non-Discrimination</u>.

A. Pursuant to I.C. 22-9-1-10, the Civil Rights Act of 1964, and the Americans with Disabilities Act, the CONSULTANT shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Contract. Acceptance of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

B The CONSULTANT understands that the LPA is a recipient of federal funds. Pursuant to that understanding, the CONSULTANT agrees that if the CONSULTANT employs fifty (50) or more employees and does at least $50,000.00 worth of business with the State and is not exempt, the CONSULTANT will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONSULTANT shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's Title VI enforcement shall include the following additional grounds: sex, ancestry, age, income status, religion and disability.)

C. The CONSULTANT shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.

D. The CONSULTANT shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).

E. The CONSULTANT shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability.)

F. The CONSULTANT shall neither allow discrimination by contractors in their selection and retention of subcontractors, leasors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, leasors or material suppliers, who participate in construction, right-of-way clearance and related projects.

G. The CONSULTANT shall take appropriate actions to correct any deficiency determined by itself and/or the Federal Highway Administration ("FHWA") within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT's assurances and guidelines.

H. During the performance of this Contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

(1) Compliance with Regulations: The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

(2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for SUBCONSULTANTS, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential SUBCONSULTANT or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA or INDOT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the LPA, or INDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, the LPA shall impose such contract sanctions as it or INDOT may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the CONSULTANT under the Contract until the CONSULTANT complies, and/or

(b) cancellation, termination or suspension of the Contract, in whole or in part.

(6) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONSULTANT shall take such action with respect to any SUBCONSULTANT procurement as the LPA or INDOT may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a SUBCONSULTANT or supplier as a result of such direction, the CONSULTANT may request the LPA to enter into such litigation to protect the interests of the LPA, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

13. Disputes.

A. Should any disputes arise with respect to this Contract, the CONSULTANT and the LPA agree to act promptly and in good faith to resolve such disputes in accordance with this Section 13. Time is of the essence in the resolution of disputes.

B. The CONSULTANT agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the CONSULTANT fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs (including reasonable attorneys' fees and expenses) incurred by the LPA or the CONSULTANT as a result of such failure to proceed shall be borne by the CONSULTANT.

C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties have ten (10) business days, unless the parties mutually agree in writing to extend this period, following the written notification to resolve the dispute. If the dispute is not resolved within ten (10) business days, a dissatisfied party may submit the dispute in writing to initiate negotiations to resolve the dispute. The LPA may withhold payments on disputed items pending resolution of the dispute.

14. Drug-Free Workplace Certification.

A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the LPA within ten (10) days after receiving actual notice that an employee of the CONSULTANT in the State of Indiana has been convicted of a criminal drug violation occurring in the CONSULTANT's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the LPA.

B. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:

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

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

iii. Notifying all employees in the statement required by subparagraph 14.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 14.B.iii(2) above, or otherwise receiving actual notice of such conviction;

v. Within thirty (30) days after receiving notice under subdivision 14.B.iii(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and

vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 14.B.i. through 14.B.v. above.

15. **Employment Eligibility Verification.** The CONSULTANT affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The CONSULTANT shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The CONSULTANT is not required to participate should the E-Verify program cease to exist. Additionally, the CONSULTANT is not required to participate if the CONSULTANT is self-employed and does not employ any employees.

The CONSULTANT shall not knowingly employ or contract with an unauthorized alien. The CONSULTANT shall not retain an employee or contract with a person that the CONSULTANT subsequently learns is an unauthorized alien.

The CONSULTANT shall require his/her/its subcontractors, who perform work under this Contract, to certify to the CONSULTANT that the SUB-CONSULTANT does not knowingly employ or contract with an unauthorized alien and that the SUB-CONSULTANT has enrolled and is participating in the E-Verify program. The CONSULTANT agrees to maintain this certification throughout the duration of the term of a contract with a SUB-CONSULTANT.

The LPA may terminate for default if the CONSULTANT fails to cure a breach of this provision no later than thirty (30) days after being notified by the LPA.

16. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions or similar causes beyond the reasonable control of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Contract shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If the period of nonperformance exceeds thirty (30) days from the receipt of written notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

17. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.

18. **Liability.** If the CONSULTANT or any of its SUB-CONSULTANTS fail to comply with any federal requirement which results in the LPA's repayment of federal funds to INDOT the CONSULTANT shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.

19. **Indemnification.** The CONSULTANT agrees to indemnify the LPA, and their agents, officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract, provided that if the CONSULTANT is a "contractor" within the meaning of I.C. 8-3-2-12.5, this indemnity obligation shall be limited by and interpreted in accordance with I.C. 8-23-2-12-5. The LPA shall not provide such indemnification to the CONSULTANT.

20. **Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents or employees of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.

21. **Insurance - Liability for Damages.**

A. The CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the LPA. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the LPA on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to the LPA, or to notify the LPA of any errors or deficiencies which the CONSULTANT knew or should have known existed.

B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the LPA when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.

C. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the LPA as a result of any negligent act, error or omission of the CONSULTANT, and for the LPA's losses or costs to repair or remedy construction. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction.

D. The CONSULTANT shall be required to maintain in full force and effect, insurance as described below from the date of the first authorization to proceed until the LPA's acceptance of the work product. The CONSULTANT shall list both the LPA and INDOT as insureds on any policies. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.

E. The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants or any agent of any of them, and the obligations of indemnification in Section 19 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.

F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LPA prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling the LPA to immediately terminate this Contract.

I. Professional Liability Insurance

The CONSULTANT must obtain and carry professional liability insurance as follows: For INDOT Prequalification **Work Types** 1.1, 12.2-12.6 the CONSULTANTS shall provide not less than $250,000.00 professional liability insurance per claim and $250.000.00 aggregate for all claims for negligent performance. For **Work Types** 2.2, 3.1, 3.2, 4.1, 4.2, 5.5, 5.8, 5.11, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 – 10.4, 11.1, 13.1, 14.1 – 14.5, the CONSULTANTS shall carry professional liability insurance in an amount not less than $1,000,000.00 per claim and $1,000,000.00 aggregate for all claims for negligent performance. The CONSULTANT shall maintain the coverage for a period ending two (2) years after substantial completion of construction.

II. Commercial General Liability Insurance

The CONSULTANT must obtain and carry Commercial / General liability insurance as follows: For INDOT Prequalification **Work Types** 2.1, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 - 10.4, 11.1, 13.1, 14.1 - 14.5, the CONSULTANT shall carry $1,000,000.00 per occurrence, $2,000,000.00 general aggregate. Coverage shall be on an occurrence form, and include contractual liability. The policy shall be amended to include the following extensions of coverage:

1. Exclusions relating to the use of explosives, collapse, and underground damage to property shall be removed.

2. The policy shall provide thirty (30) days notice of cancellation to LPA.

3. The CONSULTANT shall name the LPA as an additional insured.

III. Automobile Liability

The CONSULTANT shall obtain automobile liability insurance covering all owned, leased, borrowed, rented, or non-owned autos used by employees or others on behalf of the CONSULTANT for the conduct of the CONSULTANT's business, for an amount not less than $1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage. The term "automobile" shall include private passenger autos, trucks, and similar type vehicles licensed for use on public highways. The policy shall be amended to include the following extensions of coverage:

1. Contractual Liability coverage shall be included.

2. The policy shall provide thirty (30) days notice of cancellation to the LPA.

3. The CONSULTANT shall name the LPA as an additional insured.

IV. Watercraft Liability (When Applicable)

1. When necessary to use watercraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT, or any SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the watercraft shall carry watercraft liability insurance in the amount of $1,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable. Coverage shall apply to owned, non-owned, and hired watercraft.

2. If the maritime laws apply to any work to be performed by the CONSULTANT under the terms of the agreement, the following coverage shall be provided:

   a. United States Longshoremen & Harbor workers

   b. Maritime Coverage - Jones Act

3. The policy shall provide thirty (30) days notice of cancellation to the LPA.

4. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

V. Aircraft Liability (When Applicable)

1. When necessary to use aircraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT or SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the aircraft shall carry aircraft liability insurance in the amount of $5,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Passenger Liability. Coverage shall apply to owned, non-owned and hired aircraft.

2. The policy shall provide thirty (30) days notice of cancellation to the LPA.

3. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

22. **Merger and Modification**. This Contract constitutes the entire agreement between the parties. No understandings, agreements or representations, oral or written, not specified within this Contract will be valid provisions of this Contact. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.

23. **Notice to Parties**: Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid, addressed as follows:

Notices to the LPA shall be sent to:

Richard Kruchten, PMP, PE/S, ERC
815 Lincoln Way East
New Haven, IN 46774

Notices to the CONSULTANT shall be sent to:

Michael P. Duffy Jr., PE, PS
825 S. Barr Street
Fort Wayne, IN 46802

or to such other address or addresses as shall be furnished in writing by any party to the other party. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (i) when personally delivered; (ii) three (3) days after the date deposited with the United States mail properly addressed; or (iii) the next day when delivered during business hours to overnight delivery service, properly addressed and prior to such delivery service's cut off time for next day delivery. The parties acknowledge that notices delivered by facsimile or by email shall not be effective.

24. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and attachments, (2) RFP document, (3) the CONSULTANT's response to the RFP document, and (4) attachments prepared by the CONSULTANT. All of the foregoing are incorporated fully by reference.

25. **Ownership of Documents and Materials**. All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials ("Work Product) will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA's prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT's expense. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix "A" on other projects without the express written consent of the CONSULTANT or as provided in Appendix "A". The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.

26. **Payments.** All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.

27. **Penalties, Interest and Attorney's Fees**. The LPA will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.

28. **<u>Pollution Control Requirements</u>**. If this Contract is for $100,000 or more, the CONSULTANT:

i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;

ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and

iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.

29. **<u>Severability</u>**. The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

30. **<u>Status of Claims</u>**. The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to:

<u>Richard Kruchten, PMP, PE/S, ERC</u>
<u>815 Lincoln Way East</u>
<u>New Haven, IN 46774</u>

31. **<u>Sub-consultant Acknowledgement</u>.** The CONSULTANT agrees and represents and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.

32. **<u>Substantial Performance</u>**. This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.

33. **<u>Taxes</u>**. The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.

34. **<u>Termination for Convenience</u>.**

A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.

B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

35. Termination for Default.

A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if

(i) the CONSULTANT fails to:

1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;

2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;

3. Make progress so as to endanger performance of this Contract; or

4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or

(ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.

B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.

C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 13). The LPA may withhold from the agreed upon price for Services any sum the LPA determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

E. **Default by the LPA.** If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.

36. **Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither the LPA's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LPA in accordance with applicable law for all damages to the LPA caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.

37. **Work Standards/Conflicts of Interest.** The CONSULTANT shall understand and utilize all relevant INDOT standards including, but not limited to, the most current version of the Indiana Department of Transportation Design Manual, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in Appendix "A" or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.

38. **No Third-Party Beneficiaries**. This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.

39. **No Investment in Iran.** As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.

40. **Assignment of Antitrust Claims.** The CONSULTANT assigns to the State all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

[Remainder of Page Intentionally Left Blank]

Non-Collusion.

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

In Witness Whereof, the CONSULTANT and the LPA have, through duly authorized representatives, entered into this Contract. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

CONSULTANT

DLZ Indiana, LLC

Signature

Miguel A. Trevino, PE, RB
Vice President

Attest:

Signature

Michael P. Duffy Jr., PE, PS
Department Manager

LOCAL PUBLIC AGENCY

City of New Haven, Indiana
Board of Public Works & Safety

Signature

Steven S. McMichael, Mayor

Signature

Bob Byrd, Member

Signature

Ivan Almodovar, Member

Attest:

Signature

Angela Hamrick. Clerk-Treasurer

APPENDIX "A"

SERVICES TO BE FURNISHED BY CONSULTANT:

In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the Indiana Department of Transportation and Federal Highway Administration.

The CONSULTANT shall be responsible for performing the following activities:

1. RIGHT OF WAY EARLY ASSESSMENT

The CONSULTANT shall PROVIDE Right of Way Early Assessment for each parcel to be acquired. Such activities may include development of probable right of way costs, determination of appraisal types, right of way evaluation for identification of land improvements, cost-to-cure items, severance damages and evaluation for minimization of project right of way impacts.

2. RIGHT OF WAY MANAGEMENT AND SUPERVISION

The CONSULTANT shall be responsible for administering, scheduling and coordinating activities necessary for the OWNER to certify that the Right of Way has been acquired and is clear for construction letting. This responsibility shall include:

a. Coordinating (one time only each) with the ROW CONSULTANT, appraiser, review appraiser, buyer(s), and obtaining signature from the LPA on the Statement of Just Compensation form per parcel.
b. Perform review of all the documents for accuracy and compliance with the FHWA/INDOT requirements: Preparing weekly progress report and tracking spreadsheet for the LPA.

3. APPRAISAL REVIEW SERVICES

Rita Ann Gabriel & Associates, Inc.
3102 Mallard Cove Lane, Fort Wayne, IN 46804
incorporated in Indiana shall hereinafter be referred to as the Review Appraiser.

a. The Review Appraiser shall be a certified appraiser in the State of Indiana and on INDOT's Approved Appraisers/Review Appraisers List. The same individual may prepare the Appraisal Problem Analysis and may complete the Appraisal Review.
b. The same individual will be precluded from completing the Appraisal and Appraisal Review on the same parcel per INDOT standards.
c. The Appraisal Problem Analysis and Appraisal Review shall not be sublet, assigned or otherwise performed by anyone other than the Review Appraiser.
d. The Review Appraiser shall examine the plans for this project, field inspect parcels herein designated and field inspect the comparable properties considered by the Appraiser.
e. The review appraisals shall be sufficiently documented to meet the minimum standards set out in the Indiana Department of Transportation's Appraisal Handbook as approved by the Federal Highway Administration and shall be submitted on forms approved by the OWNER and the Indiana Department of Transportation. The Review Appraiser shall follow accepted principles and techniques in evaluation of real property in accordance with state laws. Any review appraisal that does not meet such requirements shall be further documented without additional compensation to the Review Appraiser.
f. The Review Appraiser shall consider all pertinent value information that is available.
g. The Review Appraiser shall document all estimates of just compensation.
h. The Review Appraiser may at any time prior to settlement adjust his estimate of just compensation on the basis of additional value information.
i. The Review Appraiser shall examine the appraisal reports to determine that they:

(i) Are complete in accordance with the Indiana Department of Transportation's appraisal requirements.
(ii) Follow accepted appraisal principles and techniques in the valuation of real property in accordance with existing state law.
(iii) Contain or make reference to the information necessary to explain, substantiate, and thereby document the conclusions and estimates of value and/or just compensation contained therein.
(iv) Include consideration of compensable items, damages and benefits, and do not include compensation for items noncompensable under state law.
(v) Contain an identification or listing of the buildings, structures and other improvements on the land as well as the fixtures which the appraiser considered to be part of the real property to be acquired.
(vi) Contain the estimate of just compensation for or resulting from the acquisition, and where appropriate, in the case of a partial acquisition, either in the report or in a separate statement, a reasonable allocation of the estimate of just compensation for the real property acquired and for damages to remaining real property.

j. Prior to finalizing his/her estimate of just compensation, the Review Appraiser shall request and obtain corrections or revisions of appraisal in accordance with Indiana Department of Transportation's appraisal report specifications. These shall be documented and retained in the parcel file.

k. The Review Appraiser may supplement an appraisal report with correction of minor mathematical errors where such errors do not affect the final value conclusion. He/she may also supplement the appraisal file where the following factual data has been omitted:
(i) Project and/or parcel number.
(ii) Owner's and/or tenant's names.
(iii) Parties to transaction, date of purchase and deed book reference on sale of subject property and comparables.
(iv) Statement that there were no sales of subject property in the past five years.
(v) Location, zoning, or present use of subject property or comparables.

l. The Review Appraiser shall initial and date his/her corrections and/or factual data supplements to an appraisal report.

m. The Review Appraiser shall place in the parcel file a signed and dated Certificate of Review Appraiser and Conclusion of fair market Value form (LPA-REV 27):
(i) The estimate of just compensation including, where appropriate, the allocation of compensation for the real property acquired and for damages and/or special benefits to remaining real property, and an identification or listing of the buildings, structures and other improvements on the land as well as the fixtures which he/she considered to be a part of the real property to be acquired, if such allocation or listing differs from that of the appraisal(s).
(ii) That as a part of the Appraisal Review there was or was not field inspection of the parcel to be acquired and the comparable sales applicable thereto. If a field inspection was not made, he/she shall state the reason(s).
(iii) That he/she has no direct or indirect present or contemplated future personal interest in such property or in any monetary benefit from its acquisition.
(iv) That his/her estimate has been reached independently, without collaboration or direction, and is based on appraisals and other factual data.
(v) His/her value estimate of items compensable under state law but not eligible for federal reimbursement, if any.
(vi) Prepare a Statement of the Basis for Just compensation for Owner's Signature.

n. In estimating just compensation of the acquisition of real property, the Review Appraiser shall, to the greatest extent practicable under state law, disregard any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner.

o. The Review Appraiser shall conform to statutory and judicial determinations regarding non compensable items.

p. The Review Appraiser agrees to updating reports for one year after the initial completion of the report and/or testifying in court on behalf of the OWNER on any of the parcels described herein.

q. All information contained in the Review Appraisal report and all parts thereof are to be treated as a privileged communication. The Review Appraiser shall take all necessary steps to ensure that neither he/she nor any member of this/her staff or organization divulges any information concerning the report except to a duly authorized representative of the OWNER, the Indiana Department of Transportation or to officials of the Federal Highway Administration, until authorized in writing by the OWNER to reveal the communication to another designated party.

4. APPRAISING

The Worden Group, Inc.
127 W. Berry St., Suite 700, Fort Wayne, IN 46802
incorporated in Indiana shall be hereinafter be referred to as the Appraiser.

And/Or

Griffin Real Estate Services, Inc.
127 W. Berry St., Suite 700, Fort Wayne, IN 46802
incorporated in Indiana shall be hereinafter be referred to as the Appraiser.

a. The Appraiser shall be a certified Appraiser in the State of Indiana and on INDOT's approved Appraisers list. The same individual will be precluded from completing the appraisal and review appraisal on the same parcel per INDOT standards.
b. No work by the Appraiser shall be sublet, assigned or otherwise performed by anyone other than the Appraiser.
c. The Appraiser shall examine the plans for this project and review in the field the various parcels herein designated.
d. The Appraiser shall give the owner of each parcel to be appraised the opportunity to accompany the Appraiser during the inspection of the parcel.
e. The appraisals shall be sufficiently documented to meet the minimum standards set out in the Indiana Department of Transportation's Appraisal Handbook as approved by the Federal Highway Administration. The Appraiser shall follow accepted principles and techniques in evaluation of real property in accordance with State Laws. Any appraisal that does not meet such requirements shall be further documented or re-appraised as the case may be without additional compensation to the Appraiser.
f. The Appraiser shall document current sales data in the vicinity of the Project to establish a pattern of values. Each comparable property shall be identified by photograph and shall be located on county or township maps which shall be a part of the comparable sales docket.
g. The Appraiser shall not give consideration to nor include in the appraisal any allowance for relocation assistance benefits.
h. When an entire property is to be acquired, the estimate of just compensation shall be the fair market value of the property. Where only a part of a property is to be acquired, the estimate of just compensation shall be that amount arrived at in accordance with the laws governing just compensation applicable to the acquiring agency, including those laws governing compensable and noncompensable items and the treatment of general and special benefits. For either whole or partial acquisitions, the appraisal report shall show what in the appraiser's judgment is a reasonable allocation of the "before value" to the various land, building and other improvement components. For partial acquisitions, the appraisal report shall further show a similar allocation of the "after value".
i. In estimating just compensation for the acquisition of real property, appraisal reports shall, to the greatest extent practicable under state law, disregard any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner.
j. Documentation of estimates of value (either the before, the after, or the acquisition value), of damages, and/or of special benefits shall be by the most applicable and appropriate means available. If support for the after value by the usual methods of market or income data or indications from severance damage studies is not feasible, the Appraiser shall so state and explain why it is not feasible. In such instances, the Appraiser must then fully explain the reasoning for the after value estimate.
k. The appraisal shall conform with statutory and judicial determinations regarding non-compensable items.
l. The Appraiser's report shall be in writing and contain, as a minimum, the following:

(i) The purpose of the appraisal which includes a statement of value to be estimated and the rights of interests being appraised.
(ii) Identification of the property and its ownership, including at least a five-year delineation of title.
(iii) Statement of appropriate contingent and limiting conditions, if any.
(iv) An adequate description of the neighborhood, the property, the portion of the property or interest therein being acquired, and the remainder(s) if any.
(v) Identified photographs of the subject property including all principal above ground improvements or unusual features affecting the value of the property to be acquired or damaged.
(vi) An identification or listing of the buildings, structures, and other improvements on the land as well as the fixtures which the Appraiser considered to be part of the real property to be acquired.
(vii) The estimate of just compensation for or resulting from the acquisition. In the case of a partial acquisition, where appropriate, the Appraiser shall make a reasonable allocation of the estimate of just compensation for the real property to be acquired and for damages and/or special benefits to remaining real property.
(viii) The date(s) on which and/or as of which, as appropriate, the just compensation is estimated. The date of value estimate must be the last day of inspection.
(ix) The certification, signature, and date of signature of the Appraiser.
(x) Other descriptive material (maps, charts, plans, photographs).
(xi) The federal-aid project number and parcel identification.
(xii) That the property owner was given the opportunity to accompany the Appraiser during the inspection of the property.
(xiii) Appraisal reports shall be prepared in ink or typewritten, dated and signed by the individual making the appraisal prior to being submitted to a review appraiser.
(xiv) Each appraisal report shall contain an appraiser's certification. A new certificate shall be prepared where there is a change in the appraisal report, which affects the estimate of just compensation or changes the date of valuation. An exception to including all requirements in each appraisal report is permitted where project data containing the same information has been developed to supplement the reports. In such instances, an appropriate reference to the information may be considered as equivalent to its inclusion in the appraisal report.
(xv) The Appraiser agrees to furnish one original green copy and three copies of the appraisal report.
(xvi) The Appraiser agrees to updating reports for one year after the initial completion of the report and/or testifying in court on behalf of the OWNER on any of the parcels described herein.
(xvii) All information contained in the appraisal report and all parts thereof are to be treated as a privileged communication. The Appraiser shall take all necessary steps to ensure that neither he/she nor any member of this/her staff or organization divulges any information concerning the report except to a duly authorized representative of the OWNER, the Indiana Department of Transportation or to officials of the Federal Highway Administration, until authorized in writing by the OWNER to reveal the communication to another designated party.

5. NEGOTIATION SERVICES

DLZ Indiana, LLC
2211 East Jefferson Blvd. South Bend, IN 46615
a limited liability company registered in Indiana shall hereinafter be referred to as the Buyer.

And/Or

Right of Way Jones, Inc
3020 Congressional Parkway, Suite D, Fort Wayne, IN 46808
Incorporated in Indiana shall hereinafter be referred to as the Buyer.

a. The Buyer shall be a licensed real estate broker in the State of Indiana and on INDOT's Approved Buyers list.
b. No work by the Buyer shall be sublet, assigned or otherwise performed by anyone other than the Buyer.
c. The Buyer shall make every reasonable effort to acquire expeditiously the parcels listed herein.

d. The Buyer shall make a prompt offer to acquire each parcel for the full amount which has been established and approved as just compensation for the acquisition. The Uniform Land or Easement offer letter shall be given each parcel owner or sent by certified mail with return receipt requested.
e. Upon initiation of buying, the Buyer shall provide the owner of real property to be acquired with a written statement of, and a summary of the basis for, the amount which has been established as just compensation for the proposed acquisition.
f. The Buyer shall perform the services under this Agreement in compliance with the Indiana Department of Transportation's Buyers Procedure Manual in addition to the following regulations:
    (xviii) Make all reasonable efforts to personally contact each owner or his designated representative, explain the acquisition, and offer in writing the approved estimate of just compensation. When all efforts to make a personal contact have failed or in the event the property owner resides out of state, the owner may be contacted by certified or registered first class mail or other means appropriate to the situation.
    (xix) No later than the first contact where the offer is discussed, the Buyer shall provide the owner with the brochure "Acquisition; Acquiring Real Property for Federal and Federal-Aid Programs and Projects" describing the land acquisition process and the owner's rights, privileges and obligations.
    (xx) The owner of improvements located on land being acquired for Right of Way should be offered the option of retaining those improvements at a retention value determined by the CONSULTANT and approved by the LPA and Indiana Department of Transportation.
    (xxi) A revised offer and summary statement of just compensation shall be provided the owner if:
        i. The extent of the taking is revised, or
        ii. The approved estimate of just compensation is revised by the Review Appraiser.
g. The Buyer shall maintain adequate records to include a report for each parcel containing but not limited to:
        i. The date, place, parties of interest contacted and summary of meeting.
        ii. Offer made.
        iii. Counter-offer or reasons offer was not accepted.
        iv. The report must be signed and dated by the Buyer, and initialed by the persons contacted, or if persons contacted object to initial, the buyer documenting objections accordingly.
h. The property owner may be given a copy of the report on each contact.
i. When attempts to buy are successful, a signed statement is to be prepared by the Buyer to the effect that:
    (i) The written offer embodies all considerations agreed to by the property owner;
        i. The Buyer understands the acquired property is for use in connection with a federal-aid project;
        ii. The Buyer has no direct or indirect present or contemplated future personal interest in the property or in any monetary benefit from the acquisition of the property; and,
        iii. The agreement was reached without coercion of any type.
j. When attempts to buy are unsuccessful the Buyer shall record his/her recommendation for action for submittal to the LPA.
    (i) The recommendation shall consider administrative settlement, including amount of settlement and reasons for a settlement.
        i. Otherwise, a condemnation report shall be completed by the Buyer and submitted accordingly.
k. All information contained in the appraisal shall be treated as confidential. The Buyer is to take all steps to ensure that he/she does not divulge any of this information to anyone other than a duly authorized representative of the LPA, Indiana Department of Transportation, or Federal Highway Administration unless authorized in writing by the LPA to reveal the information to another designated party.

l. The Buyer shall record all transfer documents after each parcel is acquired by the Buyer.

m. The Buyer shall submit the parcel package to INDOT after the recorded transfer documents for each parcel.

n. The Buyer shall request for Right of Way Certification for the Project after all the parcels have been reviewed and approved by INDOT.

6. ADDITIONAL SERVICES

a. DLZ shall provide additional scope of services and fees for the following, only if approved and authorized by the Client:

(i) Providing the services of a relocation agent or coordination.
(ii) Right of Way Condemnation Services.

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APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

The LPA shall furnish the CONSULTANT with the following:

1. Provide access to enter upon public and private lands as required for the CONSULTANT to perform work under this Contract

2. Guarantee access to and make all provisions for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT to perform the work under this Agreement.

3. Legal counsel for condemnation proceedings and for legal services in connection with the project.

4. The money and proof of payment/delivery for all payments due property owners and/or applicable property interests.

5. Partial mortgage release fees.

6. Property Management.

7. Conveyance instruments which have been prepared and/or approved for each parcel by LPA legal counsel.

8. Relocation Services

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APPENDIX "C"

SCHEDULE:

No work under this Contract shall be performed by the CONSULTANT until the CONSULTANT receives a written notice to proceed from the LPA.

All work by the CONSULTANT under this Contract shall be completed and delivered to the LPA for review and approval within the approximate time periods shown in the following submission schedule:

1. Appraisals
   Within 120 calendar days after receipt of Notice to Proceed for this Agreement and approval of Appraisal Problem Analysis by LPA.

2. Review Appraisals and Statement of the Basis for Just Compensation
   Within 30 calendar days after receipt of each appraisal from the Appraiser. The Statement of the Basis for Just Compensation will be delivered to LPA for approval and signature.

3. Negotiation
   Within 30 calendar days after receipt of Notice to Proceed with buying on each parcel, approval of the environmental document and receipt of signed Statement of the Basis for Just Compensation, an offer will be made to the property owner. Approximately 180 additional calendar days are anticipated to complete the buying phase, unless the parcel proceeds to condemnation or if the owner rejects the initial offer.

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APPENDIX "D"

A. AMOUNT OF COMPENSATION

1. The CONSULTANT shall receive as payment for the work performed under this Agreement the total fee not to exceed **$248,345.00,** unless a SUPPLEMENTAL AGREEMENT is approved in writing by the LPA.
2. The CONSULTANT will be paid for the work performed under the applicable Sections A, B, C and D of Appendix "A" of this Agreement, except as provided for in Section 3 of this Appendix, in accordance with the following schedule:

Description (Based on 27 Parcels) *	**Cost**
R/W Early Assessment (27 @ Est. $160.00 ea.), As Required = $4,320.00	
Right of Way Management and Supervision Services (27 @ Est. $1,405.00 ea.) = $37,935.00	
Appraisal (22 @ Est. $2,205.00 ea., 5 @ Est. $5,045.00 ea.) = $73,735.00	
Appraisal Review Services (22 @ Est. $1,110.00 ea., 5 @ Est. $2,465.00 ea.) = $36,745.00	
Buying Services (27 @ Est. $2,320.00 ea.) = $62,640.00	
Buying Review Services (27 @ Est. $385.00 ea.) = $10,395.00	
As Required cost-to-cure estimates, rate schedule changes, appraisal type changes, etc. = $22,575.00 (Approx. 10%)	
Total Not-to-Exceed Fee	**$248,345.00**

*Unit prices shown are estimates only. Actual amounts to be invoiced will be based on actual subconsultant's invoices and in accordance with actual services provided based on the approved INDOT rate schedule effective at the time of performance of services.

3. In consideration for condemnation proceedings described below the LPA agrees to Pay the Right of Way Manager, Appraiser, Review Appraiser, and Buyer on a daily basis (or on a pro rata basis for less than a day) the following sums:

	Pre-Trial Conference & Preparation	Testimony in Court as Expert Witness
Right of Way Manager	$2,000.00 per day $1,000.00 per ½ day	$2,000.00 per day $1,000.00 per ½ day
Appraiser	$1,200.00 per day $600.00 per ½ day	$1,200.00 per day $600.00 per ½ day
Review Appraiser	$ 1,500.00 per day $750.00 per ½ day	$1,500.00 per day $750.00 per ½ day
Buyer	$1,500.00 per day $750.00 per ½ day	$1,500.00 per day $750.00 per ½ day

B. METHOD OF PAYMENT

1. The CONSULTANT shall submit invoices to the LPA not more often than once per month during the progress of the work, for payment on account for the work completed.
2. The tasks listed above will be invoiced based upon percentage completed on monthly basis and payments will be made monthly, based on services performed upon presentation of proper invoices, claims and vouchers.

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JONES PETRIE RAFINSKI

South Bend & Fort Wayne / www.jpr1source.com

Civil Engineering / Architecture / Landscape Architecture / Land Surveying
Planning / GIS Consulting / Environmental / Utility Management

City of New Haven
815 Lincoln Highway East
New Haven, IN 46774

January 31, 2026
Project No: 2025-01781
Invoice No: 0052685 - #2
Due Date: March 02, 2026

Invoice Total	**2,317.50**

Project 2025-01781 Guardian Park

Richard A Kunkler
Board Approval 4/7/26

Professional Services from January 01, 2026 to January 31, 2026

Phase 260 Final Master Plan

Fee

Billing Phase	**Fee**	**Percent Complete**	**Earned**	**Previous Fee Billing**	**Current Fee Billing**
Final Master Plan	5,000.00	76.35	3,817.50	1,500.00	2,317.50
Construction Documents	7,500.00	0.00	0.00	0.00	0.00
Bidding	750.00	0.00	0.00	0.00	0.00
Construction Administration	1,750.00	0.00	0.00	0.00	0.00
Total Fee	15,000.00		3,817.50	1,500.00	2,317.50

Total Fee **2,317.50**

Total this Phase **2,317.50**

Total this Invoice **2,317.50**

Please remit all payments to **Jones Petrie Rafinski Corp. 325 S. Lafayette Blvd. South Bend, IN 46601.**
If you have any questions or would like to pay via ACH or credit card please call 574-232-4388 or email us at accounting@jpr1source.com.

SERVICE CHARGE: A delinquency charge of 1.5% per month (which is an ANNUAL PERCENTAGE RATE of 18%) will be added to all amounts not paid 30 days after invoice date.

We appreciate the opportunity to be of service!

Invoice Transaction Detail

JPR Corp

Friday, February 13, 2026
12:01:31 PM

Job-to-Date through 2/28/2026

Date	Employee/ Reference	Description	Hours/ Units	Cost Amount	Billing Amount

Project Number: 2025-01781 Guardian Park

Phase Number: 260 Final Master Plan

Invoice: 0052595

Total	Fees	Reimb.	Consultant	Retainer	Interest	Other
3,500.00	3,500.00					

Labor:

Date	Employee/ Reference	Description	Hours/ Units	Cost Amount	Billing Amount
1/9/2026	120	Deig, Nathan Design review and phone call with Deb Anne	.50		107.50
1/9/2026	138	King, Sydney Conceptual Plan Updates	1.00		175.00
1/8/2026	120	Deig, Nathan Design coordination and meeting with MYAC	2.00		430.00
1/7/2026	120	Deig, Nathan Design review and City coordination	.50		107.50
1/7/2026	138	King, Sydney Bluebeam Rendering	4.75		831.25
1/7/2026	205	Furore-Smith, Angela Code research	.50		87.50
1/6/2026	120	Deig, Nathan Coordination on design	.25		53.75
1/6/2026	138	King, Sydney Project Review and Conceptual Design	2.00		350.00
1/5/2026	205	Furore-Smith, Angela Site and zoning research	1.00		175.00
Total for Labor:			**12.50**		**2,317.50**
Total for 0052595					**2,317.50**
Total for 260					2,317.50
Total for 2025-01781					**2,317.50**
Final Total					**2,317.50**

AGREEMENT

THIS AGREEMENT is made and entered into this ___________ day of __________________, 2026, by and between **CITY OF NEW HAVEN,** acting through its **BOARD OF PUBLIC WORKS**, hereinafter referred to as the "LOCAL PUBLIC AGENCY" or "LPA", and

USI Consultants, Inc.
8415 E. 56th Street
Indianapolis, IN 46216
(317) 544-4996

, hereinafter referred to as the "CONSULTANT."

WITNESSETH

WHEREAS, the LOCAL PUBLIC AGENCY desires to contract for landscape architectural services for the project hereinafter described, and,

WHEREAS, THE CONSULTANT has expressed a willingness to provide said landscape architectural services as desired by the LOCAL PUBLIC AGENCY and to furnish the engineering services in connection therewith;

NOW, THEREFORE, the parties hereto agree that said CONSULTANT shall provide the services and documents, hereinbefore and hereinafter described, in relation to the following described project:

Des. No.: 2300608

Project Description: City of New Haven - Linden Road and Rose Avenue Roundabout - LA

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto mutually covenant and agree as follows:

SECTION I: SERVICES BY CONSULTANT

The services to be provided by the CONSULTANT under this Agreement are as set out in Appendix "A" attached to this Agreement, and made an integral part hereof.

SECTION II: INFORMATION AND SERVICES TO BE FURNISHED BY LOCAL PUBLIC AGENCY

The information and services to be furnished by the LOCAL PUBLIC AGENCY are as set out in Appendix "B", attached to this Agreement, and made an integral part hereof.

SECTION III: NOTICE TO PROCEED AND SCHEDULE

The CONSULTANT shall begin the work to be performed under this Agreement immediately upon receipt of the written notice to proceed from the LOCAL PUBLIC AGENCY, and shall deliver the work to the

LOCAL PUBLIC AGENCY in accordance with the Schedule contained in Appendix "C", which is attached to this Agreement, and incorporated herein by reference.

The CONSULTANT shall not begin work prior to the date of the Notice to Proceed.

The LOCAL PUBLIC AGENCY reserves the right to issue Notice-to-Proceed on all or part of the work included in this Agreement subject to available funding.

SECTION IV: COMPENSATION

The CONSULTANT shall receive payment for the work performed under this Agreement as set forth in Appendix "D", which is attached to this Agreement, and incorporated herein by reference.

SECTION V: GENERAL PROVISIONS

1. Work Office

The CONSULTANT shall perform the work under this Agreement at the following offices:

USI CONSULTANTS, INC.
8415 E. 56th Street
Indianapolis, IN 46216
Office: (317) 544-4996

The CONSULTANT shall notify the LOCAL PUBLIC AGENCY of any change in its mailing address and/or the location(s) of the office(s) where the work is performed.

2. Employment

During the period of this Agreement, the CONSULTANT shall not engage, on a full or part time or other basis, any LOCAL PUBLIC AGENCY personnel who remain in the employ of the LOCAL PUBLIC AGENCY.

The State of Indiana has enacted a law (I.C. 22-5-1.7) that requires an entity entering into a contract with a state agency or political subdivision to verify that their employees are legally eligible to work in the United States. As a term of this agreement, CONSULTANT shall:

A. Enroll in and verify the work eligibility status of newly hired employees through the E-Verify program (but is not required to do this if the E-Verify program no longer exists); and

B. Certifies that the CONSULTANT does not knowingly employ unauthorized aliens.

3. Subletting and Assignment of Contract

No portion of the work under the Agreement shall be sublet, assigned or otherwise disposed of, except with the written consent of the LOCAL PUBLIC AGENCY. Consent to sublet, assign or otherwise dispose of any portion of the work under this Agreement shall not be construed to relieve the CONSULTANT of any responsibility for the fulfillment of this Agreement. A subcontractor shall not subcontract any portion of its work under this Agreement.

4. Ownership of Documents/Instruments of Service

The LOCAL PUBLIC AGENCY acknowledges the CONSULTANT'S documents as instruments of professional service. Nevertheless, the plans and specifications prepared under this agreement shall become the property of the LOCAL PUBLIC AGENCY upon completion of the work and payment in full of all monies due to the CONSULTANT. The LOCAL PUBLIC AGENCY shall not reuse or make any modification to the plans and specifications without the prior written authorization of the CONSULTANT. The LOCAL PUBLIC AGENCY agrees, to the fullest permitted by law, to indemnify and hold the CONSULTANT harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of the plans and/or specifications by the LOCAL PUBLIC AGENCY or any person or entity that acquires or obtains the plans and specifications from or through the LOCAL PUBLIC AGENCY without written authorization of the CONSULTANT.

5. Access to Records

The CONSULTANT and his subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred and shall make such materials available at its respective offices at all reasonable times during the period of this Agreement and for three years from the date of final payment under the terms of this Agreement, for inspection by the LOCAL PUBLIC AGENCY, and copies thereof shall be furnished if requested.

6. Compliance with State and Other Laws

The CONSULTANT specifically agrees that in performance of the services herein enumerated by it or its subcontractor or anyone acting on behalf of either, that he or they will comply with state, federal and local statutes, ordinances, and regulations applicable to the performance of this Agreement.

7. Standard of Performance

Services provided by CONSULTANT under this Agreement shall be performed in accordance with generally accepted engineering practices. All estimates, recommendations, opinions, and decisions shall be based on available information at the time, and the experience, technical qualifications, and professional judgment of CONSULTANT. CONSULTANT shall hold harmless the LOCAL PUBLIC AGENCY from claims, suits, actions, and damages resulting from the negligent acts, errors or omissions of the CONSULTANT under this Agreement.

Services provided by the CONSULTANT under this agreement shall be consistent with and limited to the standard of care applicable to such services, which is that CONSULTANT shall provide its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances. Duty to Defend shall not apply to Professional Liability Claims.

8. Status of Claim

The CONSULTANT shall be responsible for keeping the LOCAL PUBLIC AGENCY currently advised as to the status of any claims made for damages against the CONSULTANT resulting from services performed under this Agreement. The CONSULTANT shall send notice of claims related to work under this Agreement to the LOCAL PUBLIC AGENCY.

9. Responsibility of the CONSULTANT

A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished by the CONSULTANT under this contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services if the errors or deficiencies resulted, independently of all other causes, from negligence of the CONSULTANT. The CONSULTANT shall not be responsible for errors, omissions or deficiencies in the designs, drawings, specifications, reports or other services of the LOCAL PUBLIC AGENCY or other consultants, including, without limitation, surveyors and geotechnical engineers, who have been retained by LOCAL PUBLIC AGENCY. The CONSULTANT shall have no liability for errors or deficiencies in its designs, drawings, specifications and other services that were caused, or contributed to, by errors or deficiencies (unless such errors, omissions or deficiencies were known) in the designs, drawings, specifications and other services furnished by the LOCAL PUBLIC AGENCY, or other consultants retained by the LOCAL PUBLIC AGENCY.

B. Neither the LOCAL PUBLIC AGENCY'S review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the CONSULTANT shall be and remain liable to the LOCAL PUBLIC AGENCY in accordance with applicable law for all damages to the LOCAL PUBLIC AGENCY caused by the CONSULTANT'S negligent performance of any of the services furnished under this contract.

C. The CONSULTANT shall be responsible for all damage to life and property caused by negligent errors or omissions of the CONSULTANT, its subcontractors, or employees in connection with the services rendered by the CONSULTANT pursuant to this contract. The CONSULTANT shall indemnify and hold harmless the LOCAL PUBLIC AGENCY and their officials and employees, from any liability due to loss, damage, injuries, or other casualties of whatever kind, which, directly and independently of all other causes, arise out of, or result from, the negligence of the CONSULTANT, its employees, in performing the services that are required of the CONSULTANT by this contract. CONSULTANT shall not be required to indemnify the LOCAL PUBLIC AGENCY to the extent Damages arise from or are caused by the LOCAL PUBLIC AGENCY's own negligence (whether sole, concurrent, or contributory).

D. The CONSULTANT shall have no responsibility for supervising, directing or controlling the work of contractors or other consultants retained by the LOCAL PUBLIC AGENCY, nor shall the CONSULTANT have authority over, or responsibility for, the means, methods, techniques, sequences or procedures of construction (except those required by the contract plans, specifications, special provisions, etc. prepared by the CONSULTANT) selected by contractors. The CONSULTANT shall have no responsibility for the safety of persons on or off the job site, and whether or not engaged in the work, for safety precautions and programs incident to the work of contractors, or for any failure of contractors or others to exercise care for the safety of any person, including employees of contractors, or to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractors' performance of the work.

E. The rights and remedies of the LOCAL PUBLIC AGENCY provided for under this contract are in addition to any other rights and remedies provided by law.

F. The CONSULTANT shall have an affirmative duty to advise the LOCAL PUBLIC AGENCY of any known or obvious errors, omissions, or deficiencies in the designs, drawings, specifications, reports, or other services of the LOCAL PUBLIC AGENCY or consultants retained by the LOCAL PUBLIC AGENCY.

10. Insurance

The CONSULTANT shall procure and maintain, until final payment by the LOCAL PUBLIC AGENCY for the services covered by this Agreement, insurance of the kinds and in the amounts hereinafter provided by insurance companies authorized to do such business in the State of Indiana covering all operations under this Agreement whether performed by him or by his subcontractor. During the life of this Agreement, the CONSULTANT shall furnish the LOCAL PUBLIC AGENCY with certificates showing that the required insurance coverage is maintained.

The CONSULTANT will provide the following minimum insurance requirements:

A.	Workers' Compensation Insurance:	Employer's Liability: $1,000,000 each accident $1,000,000 Disease - Each employee $1,000,000 Disease - Policy Limit
B.	General Liability Insurance:	$1,000,000 per occurrence bodily injury or property damage $300,000 Damage to Rented Property (each occurrence) $5,000 Medical Expense per person $2,000,000 Annual aggregate $1,000,000 Personal & Adv. Injury $2,000,000 Products- Comp/OP/Agg
C.	Automobile Liability	$1,000,000 Combined Single Limit
D.	Professional Liability	$5,000,000 each claim $5,000,000 annual aggregate

11. Liability for Damages

CONSULTANT agrees to take all necessary precautions to ensure the safety of its employees and to prevent injury, loss, or death to them, whether on or off the project site. CONSULTANT shall also comply with all applicable safety laws, rules, ordinances, regulations, and orders of duly constituted public authorities that govern its employees and the performance of its services under this Agreement. Provided, however, the CONSULTANT and the LOCAL PUBLIC AGENCY shall not be responsible for the means, methods and techniques of the construction contractor in the prosecution of its work nor for the construction contractor(s)' and their subcontractors' safety programs, training or compliance with safety requirements including OSHA and

IOSHA nor for any injury, death or property damage to the contractor, subcontractor or their employees arising out of an accident or incident which may occur incidental to the construction of the project.

CONSULTANT will apply the reasonable standard of care to comply with applicable laws in effect at the time the services are performed hereunder, which to the best of its knowledge, information and belief, apply to its obligations under this Agreement. CONSULTANT shall indemnify the LOCAL PUBLIC AGENCY, its officers and employees against any claim or liability to the extent caused by a negligent act by the CONSULTANT.

CONSULTANT assumes all risk of loss, damage or destruction to CONSULTANT'S work, all of his materials, tools, appliances and property of every description, and of injury to or deaths of CONSULTANT or his employees arising out of or in connection with the performance of this Agreement, including that which occurs due to the acts or failure to act of any third party, other than that which is solely caused by the LOCAL PUBLIC AGENCY or caused solely by any third party.

To the fullest extent permitted by law, the CONSULTANT shall indemnify and hold harmless the LOCAL PUBLIC AGENCY from any negligent act by the CONSULTANT, his subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnities which would otherwise exist as to a party or person described in this paragraph.

The CONSULTANT shall be responsible for keeping the LOCAL PUBLIC AGENCY currently advised as to the status of any claims made for damages against the CONSULTANT resulting from services performed under this contract. The CONSULTANT shall send notice of claims related to work under this contract to:

LPA CONTACT INFO:
Richard Kruchten, Director of Engineering
815 Lincoln Highway East
New Haven, IN 46774
260-450-0404
rkruchten@newhaven.in.gov

The CONSULTANT'S indemnity obligations shall survive the completion, cancellation or early termination of the Agreement.

Except to the extent that CONSULTANT’S indemnification obligations expressly include certain employees or agents of the LOCAL PUBLIC AGENCY, nothing in this section or elsewhere in this Agreement shall be construed to create any right or benefit under this Agreement for any person or entity not a party to this Agreement.

12. Progress Reports

If requested, the CONSULTANT shall submit a monthly Progress Report to the LOCAL PUBLIC AGENCY by the tenth of each month, showing progress to the first of the month, or may otherwise communicate project status in the form of meetings, phone calls, faxes, emails, etc. The most current progress report will be submitted with each invoice, if requested.

13. Changes in Work

In the event the LOCAL PUBLIC AGENCY requires a major change in scope, character or complexity of the work after work has progressed as directed by the LOCAL PUBLIC AGENCY, adjustments in compensation to the CONSULTANT and in time for performance of the work as modified, shall be determined by the LOCAL PUBLIC AGENCY in the exercise of its honest and reasonable judgment and the CONSULTANT shall not commence the additional work or the change of the scope of the work until a supplemental agreement is executed and the CONSULTANT is authorized in writing by the LOCAL PUBLIC AGENCY to proceed with the work.

14. Delays and Extensions

The CONSULTANT agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the services specified in this contract. Such delays, if any, shall be compensated for by an extension of time for such period as may be determined by the LOCAL PUBLIC AGENCY. It being understood, however, that the permitting of the CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LOCAL PUBLIC AGENCY of any of its rights herein.

15. Abandonment and Termination

The CONSULTANT and LOCAL PUBLIC AGENCY reserve the right to terminate or suspend this Agreement for any reason upon written notice.

If either the CONSULTANT or the LOCAL PUBLIC AGENCY shall abandon the services herein mentioned, the CONSULTANT shall deliver to the LOCAL PUBLIC AGENCY all data, reports, drawings, specifications, computer files in a format acceptable to the Local Public Agency and estimates completed or partially completed and these shall become the property of the LOCAL PUBLIC AGENCY. The earned value of the work performed shall be based upon an estimate of the portions of the total services as have been rendered by the CONSULTANT to the date of the abandonment and which estimate shall be as made by the LOCAL PUBLIC AGENCY in the exercise of its honest and reasonable judgment for all services to be paid for on a lump sum basis and shall be based upon an audit for those services to be paid for on a cost basis or a cost plus fixed fee basis.

If, at any time, for any cause whatsoever, the CONSULTANT shall abandon or fail to timely perform any of its duties hereunder, including the preparation and completion of plans and specifications within the several items specified in Appendix "C", or within such further extension or extensions of time as agreed upon, the LOCAL PUBLIC AGENCY may give written notice that if the CONSULTANT shall not, within twenty (20) calendar days from the date of such notice, have complied with the requirements of this contract, then the contract is terminated. Upon the mailing or delivery of such notice or personal delivery thereof to the CONSULTANT, and the failure of the CONSULTANT within the twenty (20) day period to fully comply with each and all requirements of this contract, this contract shall terminate and the LOCAL PUBLIC AGENCY may by any method it deems to be necessary designate and employ other consultants, by contract or otherwise, to perform and complete the services herein described. When written notice is referred to herein, it shall be deemed given when deposited in the mail addressed to the CONSULTANT at its last known address. No further compensation will be made to the CONSULTANT for work completed, but terminated under this paragraph.

In case the LOCAL PUBLIC AGENCY shall act under the preceding paragraph, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements, computer files in a format acceptable to the Local Public Agency and data pertaining to the project, prepared under the terms or in fulfillment of this contract, shall be delivered within twenty (20) days to the LOCAL PUBLIC AGENCY. In the event of the failure by the CONSULTANT to make such delivery upon demand, then and in that event the CONSULTANT shall pay to the LOCAL PUBLIC AGENCY any damages it may sustain by reason thereof.

16. Non-Discrimination

Pursuant to I.C. 22-9-1-10 and I.C. 5-16-6-1, the CONSULTANT and his subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or age. Breach of this covenant may be regarded as a material breach of the Agreement.

17. Successors and Assignees

The LOCAL PUBLIC AGENCY, insofar as authorized by law, binds itself and its successors, and the CONSULTANT binds its successors, executors, administrators and assignees of such other party, as the cause may be insofar as authorized by law, in respect to all covenants of this Agreement.

Except as above set forth, neither the LOCAL PUBLIC AGENCY nor the CONSULTANT shall assign, sublet or transfer its or his interest in this Agreement without the consent of the other.

18. Iran Certification

CONSULTANT hereby certifies, in accordance with I.C. 5-22-16.5 et seq., to have no engagement in investment activities in Iran as defined in the above cited statute.

19. IRCA Compliance

The Immigration Reform and Compliance Act of 1986 (IRCA) prohibits the employment of unauthorized aliens and requires all employers to: (1) not knowingly hire or continue to employ any person not authorized to work in the United States, (2) verify the employment eligibility of every new employee (whether the employee is a U.S. citizen or an alien), and (3) not engage in discrimination against qualified workers. The CONSULTANT shall comply with IRCA and all other applicable federal, state and local immigration laws, regulations, Executive Orders (‘other immigration laws”) and by executing this Contract, warrants that it is in full compliance with all applicable immigration laws including, but not limited to, IRCA and has used E-Verify to screen new hires and re-verify current employees. CONSULTANT shall immediately remove any employee known to be an unauthorized alien. Failure to comply with IRCA or other immigration laws shall constitute a material breach of this Contract.

20. OFAC Compliance

The Office of Foreign Assets Control (OFAC) prohibits US persons from entering into transactions with individuals, groups, and entities, such as terrorists, narcotics traffickers and those engage in activities related to the proliferation of weapons of mass destruction, collectively referred to as Specially Designated Nationals (“SDN”). If the name of the CONSULTANT or any individual in a management position with CONSULTANT is discovered on the SDN list, published by OFAC, such discovery shall constitute a material breach of this Contract. The LOCAL PUBLIC AGENCY shall promptly notify CONSULTANT, which shall have three (3) days in which to provide to the LOCAL PUBLIC AGENCY clear and convincing evidence that (a) neither CONSULTANT nor any individual in a management position with CONSULTANT is an SDN, (b) the transaction is authorized by OFAC or (c) a statutory exemption exists that permits the LOCAL PUBLIC AGENCY to do business with CONSULTANT. Should CONSULTANT fail to do so, then the LOCAL PUBLIC AGENCY shall terminate this Agreement for cause without further notice or grace period. CONSULTANT shall include this provision in any subcontracts or subordinate agreements it enters into with respect to this Agreement

21. Supplements

This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

22. Governing Law

This Agreement shall be interpreted and enforced according to the laws of the State of Indiana.

23. Notification

All written notices required by this Agreement shall be sent to the parties at the following addresses:

LOCAL PUBLIC AGENCY:	**CONSULTANT:**
Richard Kruchten, Director of Engineering 815 Lincoln Highway East New Haven, IN 46774 260-450-0404 rkruchten@newhaven.in.gov	USI Consultants, Inc. 8415 E. 56th Street Indianapolis, IN 46216 Phone: (317) 544-4996

24. Indemnification

CONSULTANT shall indemnify and hold harmless the LOCAL PUBLIC AGENCY from all demands, damages, liabilities, costs, and expenses (including reasonable attorney's fees), judgments, settlements, and penalties of every kind that are legally determined to be as a result of negligence or willful misconduct of CONSULTANT. The LOCAL PUBLIC AGENCY may elect to participate in the defense of any suit, claim, or demand by employing attorneys at its own expense, without waiving CONSULTANT's obligations to indemnify or hold harmless. CONSULTANT shall not settle or compromise any claim, suit, or action, or consent to entry of judgment without the prior written consent of the LOCAL PUBLIC AGENCY and without an unconditional release of all liability by each claimant or plaintiff to the LOCAL PUBLIC AGENCY. IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement.

25. Dispute Resolution

In the event of any dispute between the Parties related to the Project, the Parties agree to first negotiate in good faith toward a resolution with participation by representatives of each Party holding sufficient authority to resolve the dispute. If such dispute cannot be resolved within fifteen (15) business days, before any action or litigation is initiated other than as required to secure lien rights, the dispute shall be submitted to mediation using a mediator mutually selected by the Parties. Such mediation shall be completed within forty-five (45) days of either Party's written demand, with each Party to bear its share of the mediation fees and its own respective costs.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement.

CONSULTANT USI CONSULTANTS, INC.	**LOCAL PUBLIC AGENCY** CITY OF NEW HAVEN
BY: Michael J. Obergfell Michael J. Obergfell, PE, President	BY: ______________________ Steve McMichael, Mayor
BY: Paul Aikins Paul Aikins, PE, PS, Senior Vice President	BY: ______________________ Ivan Almodovar, Member
DATE: 03/31/2026	BY: ______________________ Bob Byrd, Member
	DATE: ______________________

SERVICES BY CONSULTANT:

In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate guidelines, regulations and requirements of the LOCAL PUBLIC AGENCY.

The CONSULTANT shall provide landscape architectural services for the development of gateway signage and landscape improvements. All services shall be performed in accordance with applicable INDOT and FHWA requirements for federally funded projects, where applicable, including adherence to the Indiana Design Manual (IDM), Standard Specifications, and related design guidance documents.

The CONSULTANT shall advance previously developed concepts into refined design solutions, prepare construction documentation, and provide bidding and construction phase support for the signage and landscape elements.

Design Development

The CONSULTANT shall refine the conceptual design into a developed design that addresses aesthetics, constructability, cost, and long-term maintenance considerations. This phase shall include development of materials, geometry, and configuration of gateway signage and landscape features.

The CONSULTANT shall prepare design development deliverables including, but not limited to, materials plans, landscape plans, preliminary details, and graphic elevations and sections. The CONSULTANT shall develop illustrative renderings and a three-dimensional model sufficient to communicate design intent. An opinion of probable construction cost shall be prepared for review prior to advancement to final design.

The CONSULTANT shall attend and participate in project coordination meetings, including up to one (1) owner presentation meeting and up to three (3) coordination meetings with the PRIME CONSULTANT and LOCAL PUBLIC AGENCY.

Upon approval of the design development phase, the CONSULTANT shall prepare complete construction documents for the signage and landscape improvements. These documents shall be suitable for bidding and construction.

The CONSULTANT shall prepare plan sheets and supporting documentation including, but not limited to, site layout plans, materials plans, landscape plans, detailed drawings, signage elevations and sections, planting details, and technical specifications.

The CONSULTANT shall attend up to two (2) coordination meetings during this phase.

Bidding and Construction Phase Services

Following completion of the construction documents, the CONSULTANT shall provide support during bidding and construction. Services shall include review of bids, responses to Requests for Information (RFIs), and review of contractor submittals and shop drawings for compliance with the design intent.

The CONSULTANT shall review mock-ups and fabrication models for signage elements and coordinate with the contractor and fabricator as necessary. Upon completion of construction, the CONSULTANT shall perform a final inspection and prepare a punch list to verify that the work has been completed in accordance with the contract documents.

INFORMATION AND SERVICES TO BE FURNISHED BY THE LOCAL PUBLIC AGENCY:

The LOCAL PUBLIC AGENCY shall furnish the CONSULTANT with the following (if requested):

1. Available data from the transportation planning process.
2. Plans of existing roadways & structures, and traffic assignments, if available.
3. Assist with access to enter upon public and private lands as required for the CONSULTANT to perform the duties required under this Agreement.
4. All legal services as may be required for development of the project.

Remainder of this page left blank intentionally.

SCHEDULE:

The CONSULTANT shall begin the work to be performed under this agreement within thirty (30) days upon receipt of the written Notice-to-Proceed (NTP) from the LOCAL PUBLIC AGENCY and shall deliver the work to the LOCAL PUBLIC AGENCY in accordance with the Schedule shown below. The CONSULTANT shall not begin work prior to the date of the Notice to Proceed.

All work by the CONSULTANT under this Contract shall be completed and delivered to the LPA for review and approval within the approximate time periods shown in the following submission schedule:

Signed and Sealed Drawings...June 1, 2026

Remainder of this page left blank intentionally.

COMPENSATION:

The CONSULTANT shall receive as payment for the services performed under this Agreement the total fee not to exceed $49,625.00 unless a modification of the Agreement is approved in writing by the LOCAL PUBLIC AGENCY.

The CONSULTANT will be paid for the services described in Appendix "A" on a lump sum basis unless otherwise noted in accordance with the following fee schedule:

A.	Landscape Architecture (LA)	$	40,375.00	
B.	Additional LA Services (as needed)	$	5,000.00	NTE
C.	Construction Phase Services	$	4,250.00	NTE

The CONSULTANT shall not be paid for any service performed by the LOCAL PUBLIC AGENCY or services not required to develop this project. If notice to proceed with any portion of the work is not given prior to one year from the date of this Agreement, the fees for that portion of the work may be renegotiated as mutually agreed upon by the LOCAL PUBLIC AGENCY and the CONSULTANT. Costs for routine photocopy and paper reproduction, cellular phone costs, pager costs and computer time costs will not be paid as a reimbursable but is to be included in the above fees and overhead costs.

For Hourly Not-to-Exceed (NTE) fees the CONSULTANT will be paid at the Billable Hourly Rates Per Classification and direct expense rates listed below.

1.	Principal	$225
2.	Senior Landscape Architect/Planner	$175
3.	Landscape Architect/Planner	$150
4.	Landscape Designer/Technician	$100

The CONSULTANT will be reimbursed for direct costs (the actual costs of such out-of-pocket expenses directly attributable to the Contract such as fares, mileage, equipment rentals, reproductions, approved sub-consultant fees, contract or temporary staffing, etc.) as approved by INDOT. Direct non-salary costs for travel reimbursement shall not exceed the limitations on travel expenses set out in the current State of Indiana policy on travel reimbursement.

For those services performed by other than the CONSULTANT, the CONSULTANT will be reimbursed for the actual invoice for the services performed by other than the CONSULTANT, provided that each such invoice shall be subject to approval as reasonable by INDOT prior to any reimbursement therefore.

Method of Payment

The CONSULTANT shall submit invoices to the LOCAL PUBLIC AGENCY, not more often than once per month during the progress of the work, for partially completed work as of the date of the invoice. Such invoices shall represent the value, to the LOCAL PUBLIC AGENCY, of the partially completed work based on the proportion which its percentage of completion bears to the total cost of the fully completed work.

Invoices shall be submitted to:

Angela Hamrick, Clerk Treasurer
LPA Contact Name

clerk-treasurer@newhaven.in.gov
Email

The LOCAL PUBLIC AGENCY for and in consideration of the rendering of the engineering services provided for in Appendix "A", agrees to pay the CONSULTANT for rendering such services the fee established above upon completion of the work there under, acceptance thereof by the LOCAL PUBLIC AGENCY and upon the CONSULTANT submitting an invoice as described above.

In the event of a substantial change in the scope, character or complexity of the work on the project, the maximum fee payable and the specified fee shall be adjusted.

WESSLER ENGINEERING

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: 49312 March 18, 2026

Project: 241421.00 NEW HAVEN LATERAL 3R - PHASE II

Manager: CHARLES A. HUTTON

Professional Services for the Period: 2/1/26 to 2/28/26

Contract Amount:	**$ 307,450.00**
Amount Previously Billed:	**$ 296,754.16**
Amount Currently Billed:	**$ 4,760.18**
Contract Balance:	**$ 5,935.66**

PHASE: .06 CONSTRUCTION ADMIN

Professional Services	**Bill Hours**	**Bill Rate**	**Charge**
Principal Engineer	2.00	$ 275.00	$ 550.00
Project Manager	21.50	$ 180.00	3,870.00
Project Engineer I	1.00	$ 150.00	150.00
Project Analyst II	1.00	$ 130.00	130.00
Total Labor	**25.50**		**$ 4,700.00**

Reimbursables	
Travel	$ 60.18
Total Reimbursables	**$ 60.18**

Total Project Invoice Amount $ 4,760.18

Aged Receivables:

CURRENT	30-60	60-90	90-120	OVER 120
$4,760.18	$15,638.36	$0.00	$0.00	$0.00

Charles A Hutton

Wessler Engineering, Inc.
CHARLES A. HUTTON
Project Manager

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

WESSLER ENGINEERING, INC. Invoice 49312 Dated 3/18/2026

Wednesday, March 18, 2026
9:53:52 AM

Project 241421.00 NEW HAVEN LATERAL 3R - PHASE II

Phase 00006 CONSTRUCTION

Task 01CO02 CONSTRUCTION ADMINISTRATION

Professional Services

			Bill Hours	Bill Rate	Charge	
Principal Engineer						
	Principal Engineer					
1500	HUTTON, CHARLES	2/13/2026	.50	275.00	137.50	
	RFI Review					
1500	HUTTON, CHARLES	2/17/2026	1.50	275.00	412.50	
	Site ReviewFTM 01					
Project Manager						
	Project Manager					
1502	LESTINSKY, JESSICA	5/7/2025	3.00	180.00	540.00	
	PM, final design					
1502	LESTINSKY, JESSICA	5/9/2025	2.00	180.00	360.00	
	PM, final design					
1502	LESTINSKY, JESSICA	5/12/2025	3.50	180.00	630.00	
	final design					
1502	LESTINSKY, JESSICA	5/13/2025	4.00	180.00	720.00	
	fianl design					
1502	LESTINSKY, JESSICA	5/14/2025	2.00	180.00	360.00	
	final design					
1502	LESTINSKY, JESSICA	5/15/2025	7.00	180.00	1,260.00	
	PM, final design					
Project Engineer I						
	Project Engineer I					
1611	SHYROKOV, PAVLO	2/4/2026	1.00	150.00	150.00	
	Filling Out Form 030, Updating Current Projects with UC, Correspondence					
Project Analyst II						
	Project Analyst II					
837	WITHEM, JACQUELYN	5/8/2025	1.00	130.00	130.00	
	Spec review and updates					
	Totals		25.50		4,700.00	
	Total Labor					**4,700.00**

Unit Billing

Mileage - Company vehicles			
VEH 1805	83.0 Miles @ 0.725	60.18	
Total Units		**60.18**	**60.18**

Total this Task	**$4,760.18**
Total this Phase	**$4,760.18**
Total this Project	**$4,760.18**
Total this Report	**$4,760.18**

Employee # ____________

Date: 3/25/26 Name: Michael Garza

Position: Econ. Dev. Admin Assist.

Department: Econ. Dev.

Effective Date of Transaction: 3/30/26

Board Approval: Yes ☐ No ☐ Date: ____________

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

Street Address: 7246 N. 200 W.
City: Decatur
State: IN Zip Code: 46733
Phone # 260804918 D.O.B.: ____________
Email Address: ralphm_gaza@yahoo.com

Full Time ☐ Part-Time ☑ Sesonal ☐

Basis of pay:

Hourly Rate: $ 20 Salary $ ____________

Salary Change:

☐ Salary Change: From: ____________
To: ____________

☐ 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

Pone Vongphachanh Dpt Head & Date

____________ HR & Date

____________ CT & Date

Payroll completed by: ____________

Date: ____________

SUSPENSION/ LEAVE NOTES

Approval process for Special Events in the City of New Haven Right-of –Way

For proposed events that are held within New Haven's Right of Way:

1. Special event form (EV-1) to be completed and submitted for approval and review from: Utility Superintendent, Police Chief, Fire/EMS Chief, Parks Director, and Director of Engineering.
2. After review process, permit will appear before the Board of Public Works and Safety for approval.
3. Before appearing on Board of Public Works and Safety Agenda, a fee of $25 will need to be paid in full.
4. Fees will be applied if Police or Civilian workers' presence is required

Rules governing special events located in City of New Haven right-of-way

1. Appropriate liability insurance must be obtained when applicable, naming the City of New Haven as the certificate holder and additionally insured.
2. Proper barricades and signage shall be used at all times.
3. The responsible person shall have the permit accessible and available during the event.
4. In the event of an emergency the roadway must be cleared immediately.
5. All litter and debris resulting from the event must be picked up and properly disposed of.
6. All tents shall be positioned in the street so as to allow the passage of emergency vehicles.
7. Tent anchors shall be of the ballasted type, the use of tent spikes are not allowed within the right of way.
8. Fees may apply (Ordinance #G-12-07) Police officers: $37.50/officer for each hour or fraction thereof.
9. Fees may apply (Ordinance #G-12-07) Civilian employee/Utility worker: $35.93/employee for each hour or fraction thereof.

If hosting an event where alcohol will be served within DORA

"If you are hosting an event within New Haven's Designated Outdoor Refreshment AREA (DORA) and will be serving alcohol within the DORA, please note that DORA is in effect from 11 a.m. to 1 a.m. daily in both the North DORA and South DORA along Broadway Street. The North DORA and South DORA are each in effect from 6 p.m. to 11:00 p.m. in Schnelker Park. Any alcohol served at your event must be served within the marked DORA districts during those hours only and served in a specific DORA cup that your vendor will need to obtain. Permission to serve alcohol outside of those hours must be obtained from the City of New Haven Board of Public Works & Safety (BOW).

N/A

*If you have a licensed vendor that will be serving alcohol during your event within the posted DORA, please check here: _____

*Please provide the name of the vendor that will be serving alcohol during your event: ________________

*If you would like to serve alcohol outside of the designated hours above, please check here: ______

*Please tell us what hours you would like to serve alcohol: __________________

Once permission is granted for your event by the BOW, your vendor will need to obtain a special events permit from the Indiana Alcohol and Tobacco Commission. When the permit is obtained, your vendor should reach out to the City of New Haven at zwashler@newhaven.in.gov for the link to purchase the DORA cups."

Receipt Stamp:

Permit Number: **EV-26-03**

SPECIAL EVENT PERMIT

APPLICATION/PERMIT

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

** 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	Operation Enduring Freedom	Type of Event	Fundraiser
Name of Sponsor (if applicable)	The Freedom Riders	Is this a new event	Yes ☐ No ☒
Date of Event	Sunday June 14th, 2026	Expected number attending	500+
Start Time	11am	Ending Time	4pm

APPLICANT:			
Name	The Freedom Riders	Work Phone	(260) 333-5852
Address	11327 Robinar Drive Fort Wayne, IN 46818	Home Phone	
E-Mail	Tfrchap1@gmail.com	Cell Phone	
RESPONSIBLE PERSON (if other than applicant):			
Name	Ashley Burke	Work Phone	(260) 333-5852
Address	11327 Robinair Drive Fort Wayne, IN 46818	Home Phone	
Email	TFR1Burke@gmail.com	Cell Phone	(260) 341-6886

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

(Continued)

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):

Closing of Park Avenue in front of the park between entrances and broadway to Dawkins Road

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

Police escort for the ride and traffic control for the ride.
No officer need for alcohol - none being sold.
As always, we would love the have the officers join us though.

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.

Ashley Burke	Ashley Burke	March 9, 2026
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	[signature]	Date Approved	3/16/26
Utilities	[signature]	Date Approved	3/20/26
Fire Department/EMS	Mark Hogan	Date Approved	3-20-26.
Director Of Engineering	Richard S Kanentter	Date Approved	3/18/26
Parks Director	[signature]	Date Approved	3/20/26
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	

6/25

NEW HAVEN
INDIANA

Approval process for Special Events in the City of New Haven Right-of –Way

For proposed events that are held within New Haven's Right of Way:

1. Special event form (EV-1) to be completed and submitted for approval and review from: Utility Superintendent, Police Chief, Fire/EMS Chief, Parks Director, and Director of Engineering.
2. After review process, permit will appear before the Board of Public Works and Safety for approval.
3. Before appearing on Board of Public Works and Safety Agenda, a fee of $25 will need to be paid in full.
4. Fees will be applied if Police or Civilian workers' presence is required

Rules governing special events located in City of New Haven right-of-way

1. Appropriate liability insurance must be obtained when applicable, naming the City of New Haven as the certificate holder and additionally insured.
2. Proper barricades and signage shall be used at all times.
3. The responsible person shall have the permit accessible and available during the event.
4. In the event of an emergency the roadway must be cleared immediately.
5. All litter and debris resulting from the event must be picked up and properly disposed of.
6. All tents shall be positioned in the street so as to allow the passage of emergency vehicles.
7. Tent anchors shall be of the ballasted type, the use of tent spikes are not allowed within the right of way.
8. Fees may apply (Ordinance #G-12-07) Police officers: $37.50/officer for each hour or fraction thereof.
9. Fees may apply (Ordinance #G-12-07) Civilian employee/Utility worker: $35.93/employee for each hour or fraction thereof.

If hosting an event where alcohol will be served within DORA

"If you are hosting an event within New Haven's Designated Outdoor Refreshment AREA (DORA) and will be serving alcohol within the DORA, please note that DORA is in effect from 11 a.m. to 1 a.m. daily in both the North DORA and South DORA along Broadway Street. The North DORA and South DORA are each in effect from 6 p.m. to 11:00 p.m. in Schnelker Park. Any alcohol served at your event must be served within the marked DORA districts during those hours only and served in a specific DORA cup that your vendor will need to obtain. Permission to serve alcohol outside of those hours must be obtained from the City of New Haven Board of Public Works & Safety (BOW).

*If you have a licensed vendor that will be serving alcohol during your event within the posted DORA, please check here: _____

*Please provide the name of the vendor that will be serving alcohol during your event: ________________ N/A

*If you would like to serve alcohol outside of the designated hours above, please check here: ______

*Please tell us what hours you would like to serve alcohol: __________________

Once permission is granted for your event by the BOW, your vendor will need to obtain a special events permit from the Indiana Alcohol and Tobacco Commission. When the permit is obtained, your vendor should reach out to the City of New Haven at zwashler@newhaven.in.gov for the link to purchase the DORA cups."

Receipt Stamp:

Permit Number: EV-26-04

SPECIAL EVENT PERMIT

APPLICATION/PERMIT

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

** 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	Summerfest	Type of Event	City event
Name of Sponsor (if applicable)	City of New Haven	Is this a new event	Yes ☐ No ■
Date of Event	06/25/2026	Expected number attending	500-1000
Start Time	1600	Ending Time	2000

APPLICANT:			
Name	Patrick Buckley	Work Phone	(260) 748-7077
Address	815 Lincoln Hwy East	Home Phone	
E-Mail	pbuckley@newhaven.in.gov	Cell Phone	(260) 748-7077
RESPONSIBLE PERSON (if other than applicant):			
Name	Zach Washler	Work Phone	(260) 748-7092
Address	815 Lincoln Hwy East	Home Phone	
Email	zwashler@newhaven.in.gov	Cell Phone	(260) 748-7092

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

(Continued)

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):

The Summerfest Cruise-In will take place on June 25, with registration beginning at 4:00 p.m. and the event running from 5:00 p.m. to 8:00 p.m. along Broadway from Rose Avenue to the railroad tracks. Barricades will be in place, with a requested officer stationed at Rose Avenue to allow cruising traffic to flow south on Broadway to Powers Street, where registration will be located along with a barricade blocking access onto Broadway from Powers. A barricade will be set at Bell Avenue to restrict access to Broadway, with an attendant present to allow residents living on or near Bell Avenue to reach their homes. Additional barricades will be placed east and west of Broadway on Main Street, while still permitting access to public parking lots. Barricades will also be positioned at Summit Street and Middle Street, as well as on the north side of the railroad tracks on Broadway, to ensure safe and organized event traffic flow.

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

The events budget will cover payment for 4-5 officers and 2 EMT/Paramedics to be present.

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.

J. Patrick Buckley	Zach K Walk	03/10/2026
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	[signature]	Date Approved	3/16/26
Utilities	[signature]	Date Approved	3/12/26
Fire Department/EMS	Mark Hoeppner	Date Approved	3-13-26.
Director Of Engineering	Richard S Kinchler	Date Approved	3/12/26
Parks Director	[signature]	Date Approved	3/12/26
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	

6/26

Approval process for Special Events in the City of New Haven Right-of –Way

NEW HAVEN
INDIANA

For proposed events that are held within New Haven's Right of Way:

1. Special event form (EV-1) to be completed and submitted for approval and review from: Utility Superintendent, Police Chief, Fire/EMS Chief, Parks Director, and Director of Engineering.
2. After review process, permit will appear before the Board of Public Works and Safety for approval.
3. Before appearing on Board of Public Works and Safety Agenda, a fee of $25 will need to be paid in full.
4. Fees will be applied if Police or Civilian workers' presence is required

Rules governing special events located in City of New Haven right-of-way

1. Appropriate liability insurance must be obtained when applicable, naming the City of New Haven as the certificate holder and additionally insured.
2. Proper barricades and signage shall be used at all times.
3. The responsible person shall have the permit accessible and available during the event.
4. In the event of an emergency the roadway must be cleared immediately.
5. All litter and debris resulting from the event must be picked up and properly disposed of.
6. All tents shall be positioned in the street so as to allow the passage of emergency vehicles.
7. Tent anchors shall be of the ballasted type, the use of tent spikes are not allowed within the right of way.
8. Fees may apply (Ordinance #G-12-07) Police officers: $37.50/officer for each hour or fraction thereof.
9. Fees may apply (Ordinance #G-12-07) Civilian employee/Utility worker: $35.93/employee for each hour or fraction thereof.

If hosting an event where alcohol will be served within DORA

"If you are hosting an event within New Haven's Designated Outdoor Refreshment AREA (DORA) and will be serving alcohol within the DORA, please note that DORA is in effect from 11 a.m. to 1 a.m. daily in both the North DORA and South DORA along Broadway Street. The North DORA and South DORA are each in effect from 6 p.m. to 11:00 p.m. in Schnelker Park. Any alcohol served at your event must be served within the marked DORA districts during those hours only and served in a specific DORA cup that your vendor will need to obtain. Permission to serve alcohol outside of those hours must be obtained from the City of New Haven Board of Public Works & Safety (BOW).

*If you have a licensed vendor that will be serving alcohol during your event within the posted DORA, please check here: ✓

*Please provide the name of the vendor that will be serving alcohol during your event: ____

*If you would like to serve alcohol outside of the designated hours above, please check here: ✓

*Please tell us what hours you would like to serve alcohol: 5-8PM

Once permission is granted for your event by the BOW, your vendor will need to obtain a special events permit from the Indiana Alcohol and Tobacco Commission. When the permit is obtained, your vendor should reach out to the City of New Haven at zwashler@newhaven.in.gov for the link to purchase the DORA cups."

Receipt Stamp:

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-26-05

** 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	Summerfest	Type of Event	City event
Name of Sponsor (if applicable)	City of New Haven	Is this a new event	Yes ☐ No ☒
Date of Event	06/26/2026	Expected number attending	500-1000
Start Time	1700	Ending Time	2000

APPLICANT:			
Name	Patrick Buckley	Work Phone	(260) 748-7077
Address	815 Lincoln Hwy East	Home Phone	
E-Mail	pbuckley@newhaven.in.gov	Cell Phone	(260) 748-7077
RESPONSIBLE PERSON (if other than applicant):			
Name	Zach Washler	Work Phone	(260) 748-7092
Address	815 Lincoln Hwy East	Home Phone	
Email	zwashler@newhaven.in.gov	Cell Phone	(260) 748-7092

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

(Continued)

Approved by BOW 7/1/2025

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):

The Summerfest Music Night in the Park will take place on June 26 from 5:00 p.m. to 8:00 p.m. at Schnelker Park. The event will feature craft vendors, activities for kids, and a licensed beer vendor serving alcohol within the designated DORA area. Roads that will be closed for the event include Edward Street, Williams Street, Park Avenue between Edwards Street and Williams Street, and Broadway from Lincoln Highway to Park Avenue. Food trucks will be located on Broadway during the event. Public parking will be available to the east and west of Schnelker Park, with access to parking from Homestead Drive and College Avenue. Once the event has concluded, the barricades on Park Avenue between Williams Street and Edwards Street will be removed.

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

The events budget will cover payment for 3 officers and 2 EMT/Paramedics to be present.

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.

J. Patrick Buckley	Zack K Walker	**03/10/2026**
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	[signature]	Date Approved	3/16/26
Utilities	[signature]	Date Approved	3/12/26
Fire Department/EMS	Mark Hoeppner	Date Approved	3-13-26.
Director Of Engineering	Richard S Kruchten	Date Approved	3/12/26
Parks Director	[signature]	Date Approved	3/12/26
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	

Page 2 of 2

Approved by BOW 7/1/2025

6/27

Approval process for Special Events in the City of New Haven Right-of –Way

For proposed events that are held within New Haven's Right of Way:

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2. After review process, permit will appear before the Board of Public Works and Safety for approval.
3. Before appearing on Board of Public Works and Safety Agenda, a fee of $25 will need to be paid in full.
4. Fees will be applied if Police or Civilian workers' presence is required

Rules governing special events located in City of New Haven right-of-way

1. Appropriate liability insurance must be obtained when applicable, naming the City of New Haven as the certificate holder and additionally insured.
2. Proper barricades and signage shall be used at all times.
3. The responsible person shall have the permit accessible and available during the event.
4. In the event of an emergency the roadway must be cleared immediately.
5. All litter and debris resulting from the event must be picked up and properly disposed of.
6. All tents shall be positioned in the street so as to allow the passage of emergency vehicles.
7. Tent anchors shall be of the ballasted type, the use of tent spikes are not allowed within the right of way.
8. Fees may apply (Ordinance #G-12-07) Police officers: $37.50/officer for each hour or fraction thereof.
9. Fees may apply (Ordinance #G-12-07) Civilian employee/Utility worker: $35.93/employee for each hour or fraction thereof.

If hosting an event where alcohol will be served within DORA

"If you are hosting an event within New Haven's Designated Outdoor Refreshment AREA (DORA) and will be serving alcohol within the DORA, please note that DORA is in effect from 11 a.m. to 1 a.m. daily in both the North DORA and South DORA along Broadway Street. The North DORA and South DORA are each in effect from 6 p.m. to 11:00 p.m. in Schnelker Park. Any alcohol served at your event must be served within the marked DORA districts during those hours only and served in a specific DORA cup that your vendor will need to obtain. Permission to serve alcohol outside of those hours must be obtained from the City of New Haven Board of Public Works & Safety (BOW).

*If you have a licensed vendor that will be serving alcohol during your event within the posted DORA,
please check here: _____
*Please provide the name of the vendor that will be serving alcohol during your event: _________________ N/A
*If you would like to serve alcohol outside of the designated hours above, please check here: _______
*Please tell us what hours you would like to serve alcohol: ___________________

Once permission is granted for your event by the BOW, your vendor will need to obtain a special events permit from the Indiana Alcohol and Tobacco Commission. When the permit is obtained, your vendor should reach out to the City of New Haven at zwashler@newhaven.in.gov for the link to purchase the DORA cups."

Receipt Stamp:

Permit Number:
EV-26-06

SPECIAL EVENT PERMIT
APPLICATION/PERMIT

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

** 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	Summerfest	Type of Event	City event
Name of Sponsor (if applicable)	City of New Haven	Is this a new event	Yes ☐ No ■
Date of Event	06/27/2026	Expected number attending	500-1500
Start Time	1000	Ending Time	1500

APPLICANT:			
Name	Patrick Buckley	Work Phone	(260) 748-7077
Address	815 Lincoln Hwy East	Home Phone	
E-Mail	pbuckley@newhaven.in.gov	Cell Phone	(260) 748-7077
RESPONSIBLE PERSON (if other than applicant):			
Name	Zach Washler	Work Phone	(260) 748-7092
Address	815 Lincoln Hwy East	Home Phone	
Email	zwashler@newhaven.in.gov	Cell Phone	(260) 748-7092

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

(Continued)

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):

Summerfest Kids Day will take place on Saturday, June 27, beginning at 10:00 a.m. The day will start with a parade that travels from Mourey Street down Park Avenue to Green Street, ending at the Lutheran School, with parade lineup at New Haven Methodist Church. Barricades will be placed on Mourey Street at Lincoln Highway and State Road 930, with officers at both ends allowing parade traffic to enter. Park Avenue will remain open during the parade except for Broadway, where food trucks will be located from Broadway to Lincoln Highway. Once the parade concludes, barricades will be placed on Park Avenue at Edward Street and Williams Street. The remainder of the event will take place within Schnelker Park, with public parking available to the east and west of the park.

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

The events budget will cover payment for 2 officers and 2 EMT/Paramedics to be present.

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.

J. Patrick Buckley	[signature]	**03/10/2026**
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	[signature]	Date Approved	3/16/26
Utilities	[signature]	Date Approved	3/12/26
Fire Department/EMS	Mark Hoeppner	Date Approved	3-13-26.
Director Of Engineering	Richard S Kuenstler	Date Approved	3/12/26
Parks Director	[signature]	Date Approved	3/12/26
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	

Page 2 of 2

Approved by BOW 7/1/2025

DESIGNATED OUTDOOR REFRESHMENT AREA (DORA) DESIGNATION
State Form 57288 (6-23)

INDIANA ALCOHOL AND TOBACCO COMMISSION
302 West Washington Street, Room E-114
Indianapolis, IN 46204
(317) 232-2430
http://www.in.gov/atc

INSTRUCTIONS:
1. *Please type or print clearly.*
2. *There is no charge or fee to be designated as part of a designated outdoor refreshment area (DORA).*
3. *If you already hold a retail permit within a DORA and are requesting a DORA permittee designation, please complete Sections 1, 3, and 4 below.*
4. *If you will be obtaining a temporary beer and wine permit, requesting supplemental catering authority, or are a craft manufacturer requesting to operate within a DORA on a temporary basis, please complete Sections 2, 3, and 4 below.*

SECTION 1: RETAIL PERMITTEES

Permittee name *(as printed on permit)* Crystals By Hunky LLC	Permittee number 8000039534-001	
Doing business as *(d/b/a)* The Rare Plant Collective	Permit expiration date *(mm/dd/yyyy)* 01/01/2027	
Permit address *(number and street, city, state, and ZIP code)* 521 Broadway St, New Haven, IN, 46774		
Name of person making application Hunter Doty	Telephone number 260-750-0339	E-mail address Therareplantcollective@gmail.com
Has the DORA already been approved by the ATC? ☐ Yes ☐ No	DORA Reference Number *(approved DORAs only)*	

SECTION 2: TEMPORARY VENDORS, SUPPLEMENTAL CATERERS & CRAFT MANUFACTURERS

Please select one:
☐ Temporary beer and wine permit ☐ Supplemental catering permit ☐ Craft manufacturer (artisan distiller, farm winery, small brewer)

Permittee name	Permit number *(catering and manufacturing permits only)*	
Doing business as *(d/b/a)*	Permit expiration date *(mm/dd/yyyy) (catering and manufacturing permits only)*	
Address *(number and street, city, state, or ZIP code)* or description of designated vendor/caterer area		
Name of person making application	Telephone number	E-mail address
DORA Reference Number	Start date *(mm/dd/yyyy)*	End date *(mm/dd/yyyy)*

SECTION 3: LOCAL JURISDICTION APPROVAL

Printed name of city or town official	Date *(mm/dd/yyyy)*
Signature	Title

SECTION 4: CERTIFICATION AND SIGNATURE

I hereby certify that I have reviewed this application form prior to signing, and that all information provided herein is true and correct. I acknowledge and understand that it is a felony under Indiana law to misrepresent or falsify any portion of this application or attached documents.

Printed name of applicant Hunter Doty	Date *(mm/dd/yyyy)* 03/25/2026
Signature [signature]	Title CEO

First Due Communications
509 Ley Rd
Fort Wayne, IN 46825-5223
2602670588
info@firstduecom.com

BILL TO
New Haven Police Department
815 Lincoln Highway E
New Haven, Indiana 46774
United States

SHIP TO
New Haven Police Department
815 Lincoln Highway E
New Haven, Indiana 46774
United States

INVOICE Inv-26078

DATE 03/14/2026 **TERMS** Net 30

DUE DATE 04/13/2026

SHIP DATE	SHIP VIA	TRACKING NO.	TITLE
03/13/2026	UPS	1Z4658080341759090	Durango Upfit x4 - Materials

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Vehicle-Specific 14″ Angled Console with PocketJet 8 Internal Printer Mount for 2021-2025 Dodge Dura	Built in Printer. Includes all faceplates.	4	617.00	2,468.00
	Havis Dual Cup Holder		4	57.26	229.04
	Havis Armrest For Top Mount, Console, Large Pad		4	148.30	593.20
	Soundoff Blueprint Siren Controller - Remote	Smart Siren - All lights will sync. 200W Siren	4	1,055.96	4,223.84
	Blueprint Sync	Add-on component for the bluePRINT 3 System to provide warning system coordination between vehicles. Will Sync with East Central Fire/EMS vehicles.	4	260.51	1,042.04
	100J Series Composite Speaker w/ Universal Bail Bracket - 100 watt		8	218.52	1,748.16
	Dodge Durango Speaker Bracket		4	52.00	208.00
	nForce Front Interior Lightbar - Dual Color	Driver and Passenger Interior Lightbar	4	917.40	3,669.60
	nForce Factory Fit Interior Rear Lightbar -	Mounts to Lift Gate - Interior - Factory Fitment. Will not hang in	4	1,249.36	4,997.44

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Dual Color	way of entry of trunk.			
	4" mPower - Dual Color	Push Bumper x2 Forward Facing x2 Intersection Facing	16	147.02	2,352.32
	Grille Bracket - Durango 4" Pair		4	53.50	214.00
	4" mPower - Dual Color	Under Mirror	8	147.02	1,176.16
	Soundoff Under Mirror Bracket		8	32.50	260.00
	4" mPower - Dual Color	C Pillar	8	147.023	1,176.18
	Window Shroud Kit for 4" Light w/ Stud Mount - Black		8	16.00	128.00
	4" mPower - Single Color	License Plate - DS Red PS Blue	8	128.00	1,024.00
	License Plate Frame Kit, includes frame & mounting hardware (for use with 4" lights)		4	43.00	172.00
	Taillight Flasher Harness - Blueprint - Ginnwire	Flashes factory racetrack	4	350.00	1,400.00
	3/4 NMO Antenna Cable w/Connector	PCTEL NMO-60-300-M1-N 3/4" NMO Mount, 25' RG58/U Mini-U	4	34.00	136.00
	PCTEL 800 MHz Antenna		4	48.78	195.12
	Havis - Standard Pedestal Mount Package For 2011-2025 Dodge Durango & 2011-2022 Jeep Grand Cherokee	Computer stand and motion device.	4	427.70	1,710.80
	Docking Station For Getac S410 Notebook With External Power Supply with Bare Wire	Includes dock and power supply.	4	985.40	3,941.60
	Setina Cargo Box DSE Drawer Sliding With Electric Key Pad Lock BSN- Base Sliding With No Lock		4	1,945.35	7,781.40
	Single PRISONER Transport Parition 7VS Stationary Window Vinyl Coated Expanded Metal FOR USE WITH Se		4	1,118.82	4,475.28
	Window Barrier Steel Horizontal *FOR USE WITH -Stock Door Panels -SETINA TPO		4	322.06	1,288.24

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Door Panels				
	Door Panel TPO Plastic Black Installs Over OEM Door Panels		4	308.10	1,232.40
	Setina Floor Pan TPO Plastic		4	272.70	1,090.80
	Full REPLACEMENT Transport Seat TPO Plastic With Center Pull Seat Belts *INCLUDES REQUIRED -#12VS St		4	1,468.80	5,875.20
	Freight	Setina Freight	1	1,303.20	1,303.20
	Push Bumper Elite Dodge Durango 2021-2025		4	725.30	2,901.20
	Elite 23.5“ 2 Light Channel Chevrolet/Dodge/Ford Caprice PPV 2012-2017; Charger Prusuit 2011-2023;		4	65.52	262.08
	PIT Bar Elite Dodge Durango 2021-2025		4	637.31	2,549.24
	Push Bumper Elite Wire Cover Dodge Accessory for 36-4075 Push Bumper Elite 2021-2025 Dodge Durango		4	63.10	252.40
	Wing Wrap Elite Dodge Durango 2021-2025		4	460.73	1,842.92
	Freight	Westin Push Bumper Freight	1	330.20	330.20
	Blue Sea Automatic Timer Disconnect		4	156.80	627.20
	MPH Industries Python III Standard K Band Dual Radar- with two K-band antennas Wired remote Tuning		4	1,929.54	7,718.16
	MPH Python III Dash mount for 2021+ Durango		4	52.50	210.00

SUBTOTAL	72,805.42
TAX	0.00
TOTAL	72,805.42

TOTAL DUE	$72,805.42

HI-TECH ELECTRIC COMPANY
3103 Cannongate Dr
Fort Wayne, IN 46808
(260) 240-4130 / (269) 366-5175
jbloomfield@hi-techelectric.net

Estimate

ESTIMATE#	1377
DATE	03/27/2026
PO#	

CUSTOMER

CITY OF NEW HAVEN
815 Lincoln Hwy E
New Haven Indiana 46774-1422
(260) 414-9097

SERVICE LOCATION

CITY OF NEW HAVEN
815 Lincoln Hwy E
New Haven Indiana 46774-1422
(260) 414-9097

DESCRIPTION LED Lighting upgrade.

PARKING LOT

- Parking lot upgrade

  Qty: 1.00 x $15,243.76 = $15,243.76

$15,243.76

INSIDE LIGHTS

- 2x4 LED upgrade

  Based on 150 fixtures

  Qty: 1.00 x $22,229.38 = $22,229.38

- Can LED upgrade

  Based on 20 8" cans

  Qty: 1.00 x $3,705.00 = $3,705.00

$25,934.38

CUSTOMER MESSAGE

PARKING LOT

INSIDE LIGHTS

PRE-WORK SIGNATURE

Signed By:

ABONMARCHE

Engineering • Architecture • Land Surveying

6501-0100-4392.

CITY OF NEW HAVEN
Attn: Dave Jones
PO Box 570
New Haven, IN 46774

INVOICE

No. 163056
03/12/2026

25-1939 **New Haven Work Order Management**
Project Manager: Jeffrey M Weaver

Professional services completed through 02/21/2026:

	Contract Amount	Previously Invoiced	Current Invoice	Remaining Contract
100 Project Management	$1,000.00	$0.00	$990.00	$10.00
200 Work Order Management	$57,000.00	$27,217.50	$21,716.25	$8,066.25
Totals:	$58,000.00	$27,217.50	$22,706.25	$8,076.25

Invoice Amount **$22,706.25**

All invoices are due upon receipt. After 30 days, interest of 1.5% per month will be added to any unpaid balance.

If, upon receipt of an invoice from Abonmarche, the client has any questions, 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.

Please remit to: **Abonmarche Consultants, Inc.**
315 W. Jefferson Blvd.
South Bend, IN 46601

Thank you for letting us be a part of your project. We appreciate your business!

Accounts Receivable Department (269) 926-4543 accountsreceivable@abonmarche.com

NEW ANNOUNCEMENT:

Abonmarche is moving to paperless delivery of invoices. In partnership with Stripe, an online payment processing and commerce solutions company, future invoices will be emailed, along with the following linked payment options, in addition to the existing option to mail a check:

* ACH - No Fee
* Credit Card - 2.9% Fee

Please email accountsreceivable@abonmarche.com with your preferred email address for delivery of future invoices.

If you wish to opt out of paperless invoice delivery, please email or call us at (269) 926-4543.

Thank you for letting us be a part of your project. We appreciate your business!

Accounts Receivable Department (269) 926-4543 accountsreceivable@abonmarche.com

Linked Invoice Transactions - Abonmarche Consultants, Inc.

Invoice No.: 163056 Invoice Date: 3/12/2026 Transaction ID: 127506

Transaction	Employee/Vendor	Labor/Expense Code	Date	Hrs/Units	Effort
25-1939.100.DIG Digital Solutions					
Labor Transactions					
	Weaver, Jeffrey M	OFFICE	2/6/2026	0.50	110.00
Project QC					
	Weaver, Jeffrey M	OFFICE	2/9/2026	4.00	880.00
Project Management and oversight					
		Total Labor		**4.50**	**990.00**
		Total for 25-1939.100.DIG		**4.50**	**990.00**
25-1939.200.DIG Digital Solutions					
Labor Transactions					
	Horvath, Justin M	DESIGN	1/26/2026	5.75	747.50
Programs					
	Horvath, Justin M	DESIGN	1/27/2026	4.00	520.00
Programs					
	Norris, Clayton S	OFFICE	1/27/2026	4.00	500.00
Program development and QC					
	Horvath, Justin M	DESIGN	1/28/2026	2.50	325.00
Programs					
	Norris, Clayton S	OFFICE	1/28/2026	4.00	500.00
Program development and QC					
	Nikokiris, George I	OFFICE	1/28/2026	1.00	135.00
SOP management					
	Sailor, Evan P	OFFICE	1/28/2026	4.25	531.25
Fixing of errors in data expressions in field maps domains. Development of further QAQC practices for WOM.					
	Nikokiris, George I	OFFICE	1/29/2026	1.00	135.00
Meeting in afternoon.					
	Norris, Clayton S	OFFICE	1/29/2026	4.00	500.00
Program development and QC					
	Sailor, Evan P	OFFICE	1/29/2026	5.00	625.00
Meeting with Clay and QAQC over the continued process of QAQC.					
	Nikokiris, George I	OFFICE	1/30/2026	5.00	675.00
QC and SOP work on WOMS programs. Meeting Minutes, Project Management.					
	Norris, Clayton S	OFFICE	1/30/2026	4.00	500.00
Program development and QC					
	Sailor, Evan P	OFFICE	1/30/2026	1.25	156.25
Meeting with Clay and Jeff to go over reserved words in SQL and discuss best strategies moving forward with WOM implementation. Work on QAQC standards.					
	Horvath, Justin M	DESIGN	2/2/2026	4.00	520.00
Programs					
	Nikokiris, George I	OFFICE	2/2/2026	7.50	1,012.50
Biweekly Report, RFI, and SOP work for Water and Sewer.					
	Norris, Clayton S	OFFICE	2/2/2026	6.00	750.00
Program deployment					
	Evans, Whitney L	OFFICE	2/2/2026	1.50	150.00
SOP development, QAQC WOM Water Distribution App,					
	Nikokiris, George I	OFFICE	2/3/2026	4.00	540.00
SOP work and QC.					
	Norris, Clayton S	OFFICE	2/3/2026	3.00	375.00

Program deployment				
Nikokiris, George I	OFFICE	2/4/2026	3.00	405.00
As Builts set up ad WOMS QC				
Evans, Whitney L	OFFICE	2/4/2026	1.00	100.00
QAQC App with QAQC Checklist				
Nikokiris, George I	OFFICE	2/5/2026	1.00	135.00
QC-ing Whitney's checklist, feedback on Water and Sewer Programs.				
Evans, Whitney L	OFFICE	2/5/2026	1.00	100.00
QAQC WOM Water Distribution App				
Weaver, Jeffrey M	OFFICE	2/6/2026	1.00	220.00
Project QC				
Weaver, Jeffrey M	OFFICE	2/6/2026	0.50	110.00
Project QC				
Nikokiris, George I	OFFICE	2/6/2026	4.50	607.50
Worked on PASER SOP				
Evans, Whitney L	OFFICE	2/6/2026	5.00	500.00
QAQC Hydrant flushing SOP and WOM Water Dist App with field maps				
Norris, Clayton S	OFFICE	2/9/2026	3.00	375.00
Program QC and development				
Nikokiris, George I	OFFICE	2/9/2026	4.00	540.00
SOP Hydrant Inspection				
Evans, Whitney L	OFFICE	2/9/2026	3.00	300.00
Review and edit SOP Storm and Sewer				
Nikokiris, George I	OFFICE	2/10/2026	5.00	675.00
Hydrant Inspection SOP and QA/QC				
Evans, Whitney L	OFFICE	2/10/2026	2.00	200.00
Water SOP edits, Valve Exercising SOP edits and qcs, apps reviews				
Norris, Clayton S	OFFICE	2/11/2026	4.00	500.00
Program QC and development				
Nikokiris, George I	OFFICE	2/11/2026	1.00	135.00
Finished SOP in morning. QAQC				
Evans, Whitney L	OFFICE	2/11/2026	4.00	400.00
Water SOP edits, Valve Exercising SOP edits and qcs				
Norris, Clayton S	OFFICE	2/12/2026	2.00	250.00
Program QC and development				
Nikokiris, George I	OFFICE	2/12/2026	3.00	405.00
SOP QC and final rollout.				
Nikokiris, George I	OFFICE	2/13/2026	2.50	337.50
SOP work and biweekly sent				
Nikokiris, George I	OFFICE	2/16/2026	5.00	675.00
SOP work, Valve Exercising				
Norris, Clayton S	OFFICE	2/16/2026	6.00	750.00
Work order deployment				
Norris, Clayton S	OFFICE	2/17/2026	7.00	875.00
Work order deployment				
Nikokiris, George I	OFFICE	2/17/2026	2.00	270.00
QC on new enterprise roll out of Water WOMS				
Sailor, Evan P	OFFICE	2/17/2026	4.00	500.00
Development of app specific cloning processes with remapping to enable easy configuration of wom movement.				

Norris, Clayton S	OFFICE	2/18/2026	2.00	250.00
Work order deployment				
Nikokiris, George I	OFFICE	2/18/2026	2.00	270.00
Worked on testing out Water WOMS items				
Norris, Clayton S	OFFICE	2/19/2026	8.00	1,000.00
Work order deployment				
Nikokiris, George I	OFFICE	2/19/2026	2.00	270.00
Looked at Water WOMS items on New Haven site, and continued hydrant exercising sop.				
Nikokiris, George I	OFFICE	2/20/2026	2.00	270.00
QC'd Sewer Work Order apps on New Haven Site.				
Norris, Clayton S	OFFICE	2/20/2026	8.00	1,000.00
Work order deployment				
Sailor, Evan P	OFFICE	2/20/2026	0.75	93.75
Work with Clay over the changes needed for the forms to have correct functionality on the New Haven Enterprise.				
		Total Labor	**171.00**	**21,716.25**
		Total for 25-1939.200.DIG	**171.00**	**21,716.25**
		Total for Invoice No. 163056	**175.50**	**22,706.25**