# 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**
**September 15, 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

D. Approval of Minutes from the previous meeting

  A. Approval of minutes from 9/1/2026

## II. OLD BUSINESS

## III. NEW BUSINESS

**Mayor-City Hall**

B. Approval of Pape Enterprises invoice in the amount of $9,800.00 for NH Tracks

**Clerk-Treasurer**

**Engineering Department**

C. Approval of VS Engineering invoice #583404 in the amount of $16,718.06 for the Lincoln Highway Trailhead

D. Approval of VS Engineering invoice #601401 in the amount of $16,100.00 for CCMG 2026-02

E. Approval of Wessler Engineering invoice #50454 in the amount of $1,866.37 for CSO LTCP Update

F. Approval of Wessler Engineering Invoice #50584 in the amount of $717.50 for SCADA On-Call

G. Approval of DLZ invoice #611255 in the amount of $562.50 for on-call plan review

H. Approval of DLZ invoice #611256 in the amount of $34,497.00 for South Maplecrest Road Improvements

I. Approval of LPA Consulting Contract with BF&S for a NTE $400,000.00 version 8-31-2026

**Planning**

**Economic & Community Development**

J. Approval of Event Permit Form EV-26-16 for Fall Fest

K. Approval of salary increase for Corporate Engagement Cassidy Throm from $29.07 hourly to $30.07 hourly effective 9/20/2026

L. Approval of Special Event Form EV-26-09 for the Victoria Lakes Sunset on the Block Social. This special event had previously been approved by the Board of Works, but the event was canceled due to weather. Applicant Chris Ford is asking for re-approval for new date of 9/23/2026

**Police**

M. Approval of Fort Wayne Animal Care & Control invoice #26017008 in the amount of $23,750.00 for Fort Wayne Animal Care & Control quarterly services

N. Approval of MNJ Technologies invoice CINV004152741 in the amount of $11,164.35 for computers and related equipment

O. Approval of First Due Communications invoice #26250 in the amount of $15,890.00 to upfit four pursuit Durangos

P. Approval of Updated New Haven Police Department Reporting for Duty Policy

**Public Works/Utility**

## 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/.

September 1, 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 September 1, 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 meeting was called to order by Steve McMichael, who presided.

A. Pledge of Allegiance

Steve McMichael 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: Steve McMichael, Bob Byrd, and Ivan Almodovar

Absent: None

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, September 2, 2026.

D. Approval of Minutes from the previous meeting

A. Minutes from 8/18/2026

Ivan Almodovar made a motion to approve the minutes from the August 18, 2026 meeting.

## II. NEW BUSINESS

### Mayor-City Hall

A. Approval of a stipend increase for Economic Development Director Pone Vongphachanh in the amount of $76.92 bi-weekly with the total being $2,000.00 annually for CDBG Certification Stipend

Under new business item A, was the approval of a stipend increase for Economic Development Director Pone Vongphachanh in the amount of $76.92 bi-weekly with the total being $2,000.00 annually for CDBG Certification Stipend. Bob Byrd made a motion to approve a stipend increase for Economic Development Director Pone Vongphachanh in the amount of $76.92 bi-weekly with the total being $2,000.00 annually for CDBG Certification Stipend. Ivan Almodovar seconded the motion, and the motion was approved.

**Clerk-Treasurer**

**Engineering Department**

B. Approval of Crosby Excavating final change order #7 decreased by $68,201.40 for a new contract amount of $1,653,659.60

Under new business item B, was the approval of Crosby Excavating final change order #7 decreased by $68,201.40 for a new contract amount of $1,653,659.60. Ivan Almodovar made a motion to approve of Crosby Excavating final change order #7 decreased by $68,201.40 for a new contract amount of $1,653,659.60. Bob Byrd second the motion, and the motion was approved.

C. Approval of JPR invoice #53487 in the amount of $1,500.00 for Professional Services during the month of July 2026

Under new business item C, was the approval of JPR invoice #53487 in the amount of $1,500.00 for Professional Services during the month of July 2026. Bob Byrd made a motion to approve JPR invoice #53487 in the amount of $1,500.00 for Professional Services during the month of July 2026. Ivan Almodovar seconded the motion, and the motion was approved.

D. Approval of BF&S invoice #113740 in the amount of $176.76 for Minnich Road Trail Inspection

Under new business item D, was the approval of BF&S invoice #113740 in the amount of $176.76 for Minnich Road Trail Inspection. Ivan Almodovar made a motion to approve BF&S invoice #113740 in the amount of $176.76 for Minnich Road Trail Inspection. Bob Byrd seconded the motion, and the motion was approved.

E. Approval of INDOT invoice #95676 in the amount of $25,247.26 for CCMG Repayment 2025-1

Under new business item E, was the approval of INDOT invoice #95676 in the amount of $25,247.26 for CCMG Repayment 2025-1. Bob Byrd made a motion to approve of INDOT invoice #95676 in the amount of $25,247.26 for CCMG Repayment 2025-1. Ivan Almodovar seconded the motion and the motion was approved.

F. Approval of USI invoice #27658 in the amount of $19,812.81 for Linden Road and Rose Ave. RAB

Under new business item F, was the approval of USI invoice #27658 in the amount of $19,812.81 for Linden Road and Rose Ave. RAB. Ivan Almodovar made a motion to approve USI invoice #27658 in the amount of $19,812.81 for Linden Road and Rose Ave. RAB. Bob Byrd seconded the motion, and the motion was approved.

G. Approval of VS Engineering invoice #601402 in the amount of $400.77 for CCMG 2026-02

Under new business item G, was the approval of VS Engineering invoice #601402 in the amount of $400.77 for CCMG 2026-02. Bob Byrd made a motion to approve VS Engineering invoice #601402 in the amount of $400.77 for CCMG 2026-02. Ivan Almodovar seconded the motion, and the motion was approved.

H. Approval of VS Engineering invoice #595603 in the amount of $27,858.60 for the 2026 City of New Haven MIP

Under new business item H, was the approval of VS Engineering invoice #595603 in the amount of $27,858.60 for the 2026 City of New Haven MIP. Ivan Almodovar made a motion to approve VS Engineering invoice #595603 in the amount of $27,858.60 for the 2026 City of New Haven MIP. Bob Byrd seconded the motion, and the motion was approved.

I. Approval of ROW Supplemental Agreement #1 for Improvement of South Maplecrest Road not to exceed $126,865.00.

Under new business item I, was the approval of ROW Supplemental Agreement #1 for Improvement of South Maplecrest Road not to exceed $126,865.00. Bob Byrd made a motion to approve ROW Supplemental Agreement #1 for Improvement of South Maplecrest Road not to exceed $126,865.00. Ivan Almodovar seconded the motion, and the motion was approved.

J. Approval of ROW Supplemental Agreement #2 for Improvement of South Maplecrest Road not to exceed $1,607,835.00.

Under new business item J, was the approval of ROW Supplemental Agreement #2 for Improvement of South Maplecrest Road not to exceed $1,607,835.00. Ivan Almodovar made a motion to approve ROW Supplemental Agreement #2 for Improvement of South Maplecrest Road not to exceed $1,607,835.00. Bob Byrd seconded the motion, and the motion was approved.

K. Approval of Interlocal Cooperation Agreement as approved by Barnes and Thornberg

Under new business item K, was the approval of the Interlocal Cooperation Agreement as approved by Barnes and Thornberg. Bob Byrd made a motion to approve the Interlocal Cooperation Agreement as approved by Barnes and Thornberg. Ivan Almodovar seconded the motion, and the motion was approved.

L. Approval of USI Consultants agreement not to exceed the amount of $50,000.00 for the grade separation study at Minnich Rd & Lincoln Hwy.

Under new business item L, was the approval of USI Consultants agreement not to exceed the amount of $50,000.00 for the grade separation study at Minnich Rd & Lincoln Hwy. Ivan Almodovar made a motion to approve USI Consultants agreement not to exceed the amount of $50,000.00 for the grade separation study at Minnich Rd & Lincoln Hwy. Bob Byrd seconded the motion, and the motion was approved.

**Planning**

**Economic & Community Development**

M. Approval of Special Event Form EV-26-14 for Sample New Haven put on by Historic Broadway

Under new business item M, was the approval of Special Event Form EV-26-14 for Sample New Haven put on by Historic Broadway. Bob Byrd made a motion to approve Special Event Form EV-26-14 for Sample New Haven put on by Historic Broadway. Ivan Almodovar seconded the motion, and the motion was approved.

N. Approval of Special Event form EV-26-15 for the celebration of Halloween put on by Historic Broadway

Under new business item N, was the approval of Special Event form EV-26-15 for the celebration of Halloween put on by Historic Broadway. Ivan Almodovar made a motion to approve Special Event form EV-26-15 for the celebration of Halloween put on by Historic Broadway. Bob Byrd seconded the motion, and the motion was approved.

**Police**

O. Approval of New Haven Police Department Reporting for Duty Policy

Under new business item O, was the approval of New Haven Police Department Reporting for Duty Policy. Bob Byrd made a motion to approve the New Haven Police Department Reporting for Duty Policy. Ivan Almodovar seconded the motion, and the motion was approved.

P. Approval to send two 2018 Ford vehicles with VINs 1FM5K8AR2JGB91971 and 1FM5K8AR4JGB91973 to auction.

Under new business item P, was the approval to send two 2018 Ford vehicles with VINs 1FM5K8AR2JGB91971 and 1FM5K8AR4JGB91973 to auction. Ivan Almodovar made a motion to approve sending two 2018 Ford vehicles with VINs 1FM5K8AR2JGB91971 and 1FM5K8AR4JGB91973 to auction. Bob Byrd seconded the motion, and the motion was approved.

Q. Approval of new hire Chelsea Pongratz as part-time dispatcher with an hourly pay rate of $24.00 effective 08/31/2026

Under new business item Q, was the approval of new hire Chelsea Pongratz as part-time dispatcher with an hourly pay rate of $24.00 effective 08/31/2026. Bob Byrd made a motion to approve new hire Chelsea Pongratz as part-time dispatcher with an hourly pay rate of $24.00 effective 08/31/2026. Ivan Almodovar seconded the motion, and the motion was approved.

R. Approval of new hire Kate Caudill as part-time dispatcher with an hourly pay rate of $24.00 effective 08/31/2026

Under new business item R, was the approval of new hire Kate Caudill as part-time dispatcher with an hourly pay rate of $24.00 effective 08/31/2026. Ivan Almodovar made a motion to approve of new hire Kate Caudill as part-time dispatcher with an hourly pay rate of $24.00 effective 08/31/2026. Bob Byrd seconded the motion, and the motion was approved.

S. Approval of new hire Brody Ruble as part-time dispatcher with an hourly pay rate of $27.08 effective 08/1/2026

Under new business item S, was the approval of new hire Brody Ruble as a part-time dispatcher with an hourly pay rate of $27.08, effective 08/1/2026. Bob Byrd made a motion to approve new hire Brody Ruble as part-time dispatcher with an hourly pay rate of $27.08 effective 08/1/2026. Ivan Almodovar seconded the motion, and the motion was approved.

**Public Works/Utility**

T. Approval of American Pump Repair & Service, Inc. proposal in the amount of $38,872.00 for Rose Ave. pump

Under new business item T, was the approval of American Pump Repair & Service, Inc. proposal in the amount of $38,872.00 for Rose Ave. pump. Ivan Almodovar made a motion to approve American Pump Repair & Service, Inc. proposal in the amount of $38,872.00 for the Rose Ave. pump. Bob Byrd seconded the motion, and the motion was approved.

U. Approval of new hire Bryce Dunfee to a full-time public works employee with a pay rate of $27.10 bi-weekly effective 09/14/2026

Under new business item U, was the approval of new hire Bryce Dunfee to a full-time public works employee with a pay rate of $27.10 hourly effective 09/14/2026. Bob Byrd made a motion to approve new hire Bryce Dunfee to a full-time public works employee with a pay rate of $27.10 hourly effective 09/14/2026. Ivan Almodovar seconded the motion, and the motion was approved.

V. Approval of Lahr vs City of New Haven Settlement and Mutual Release Agreement in the amount of $10,500.00

Under new business item V, was the approval of Lahr vs City of New Haven Settlement and Mutual Release Agreement in the amount of $10,500.00. Ivan Almodovar made a motion to approve the Lahr vs City of New Haven Settlement and Mutual Release Agreement in the amount of $10,500.00. Ivan Almodovar seconded the motion, and the motion was approved.

W. Approval of Ruble invoice #L1420 in the amount of $86,999.00 for purchase of 2014 Mack truck

Under new business item W, was the approval of Ruble invoice #L1420 in the amount of $86,999.00 for the purchase of a 2014 Mack truck. Bob Byrd made a motion to approve Ruble invoice #L1420 in the amount of $86,999.00 for the purchase of a 2014 Mack truck. Ivan Almodovar seconded the motion, and the motion was approved.

## III. OLD BUSINESS

## 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 motion was approved.

| | |
|---|---|
| ___________________________ | ___________________________ |
| Steve McMichael | Angie Hamrick |
| Presiding Officer | Clerk Treasurer |

**PAPE ENTERPRISES INC.**
511 Broadway Street
New Haven, IN 46774
260-749-7367

# INVOICE

**Invoice Date:** September 8, 2026

BILL TO

**City of New Haven, Indiana**

| DESCRIPTION | AMOUNT |
|---|---|
| **NHTracks - City Support & Expansion Funding**<br>Per approved Board of Works proposal for continued development and expansion of NHTracks. | $9,800.00 |

**TOTAL DUE** **$9,800.00**

**Reference:** This invoice requests payment of the $9,800 NHTracks support and expansion funding approved through the City of New Haven Board of Works proposal.

Thank you for your support of NHTracks and the New Haven community.

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

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

Invoice number 583404
Date 08/27/2026

Project **2505834 City of New Haven Lincoln Hwy Trailhead**

Billing Period Ending: 07/31/2026

| Description | Phase Fee | Percent Complete | Total Billed | Prior Billed | Current Due |
|---|---|---|---|---|---|
| **ROADWAY DESIGN** | 64,100.00 | 88.56 | 56,765.69 | 40,061.63 | 16,704.06 |
| **BIDDING PHASE** | 5,500.00 | 0.00 | 0.00 | 0.00 | 0.00 |

**DIRECT EXPENSES**

**Direct Expenses**

| | Units | Rate | Billed Amount |
|---|---|---|---|
| **Miles** | 28.00 | 0.50 | 14.00 |

Invoice total **16,718.06**

**Invoice Summary**

| Description | Contract Amount | Percent Complete | Prior Billed | Total Billed | Remaining | Remaining Percent | Current Billed |
|---|---|---|---|---|---|---|---|
| **ROADWAY DESIGN** | 64,100.00 | 88.56 | 40,061.63 | 56,765.69 | 7,334.31 | 11.44 | 16,704.06 |
| **BIDDING PHASE** | 5,500.00 | 0.00 | 0.00 | 0.00 | 5,500.00 | 100.00 | 0.00 |
| **CONSTRUCTION ADMIN** | 5,500.00 | 0.00 | 0.00 | 0.00 | 5,500.00 | 100.00 | 0.00 |
| **DIRECT EXPENSES** | 7,900.00 | 86.70 | 6,835.00 | 6,849.00 | 1,051.00 | 13.30 | 14.00 |
| Total | 83,000.00 | 76.64 | 46,896.63 | 63,614.69 | 19,385.31 | 23.36 | 16,718.06 |

**Aging Summary**

| Invoice Number | Invoice Date | Outstanding | Current | Over 30 | Over 60 | Over 90 | Over 120 |
|---|---|---|---|---|---|---|---|
| 583404 | 08/27/2026 | 16,718.06 | 16,718.06 | | | | |
| | Total | 16,718.06 | 16,718.06 | 0.00 | 0.00 | 0.00 | 0.00 |

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

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

## Invoice Supporting Detail

### 2505834 City of New Haven Lincoln Hwy Trailhead

**Direct Expenses** Phase Status: Active

Billing Cutoff: 07/31/2026

| | | Date | Units | Rate | Amount |
|---|---|---|---|---|---|
| **Expense** | WIP Status: Billable | | | | |
| Kyle Michael | | | | | |
| Expense Report | | | | | |
| Mileage-Personal Vehicle | | 07/01/2026 | 28.00 | 0.50 | 14.00 |
| | | Subtotal | **28.00** | | **14.00** |
| | | Expense total | **28.00** | | **14.00** |

**Phase Summary**

| | Contract | Billed | % | Remaining | % |
|---|---|---|---|---|---|
| **Expense** | 1,065.00 | 14.00 | 1 | 1,051.00 | 99 |
| **Consultant** | 6,835.00 | 6,835.00 | 100 | | |
| **Total** | 7,900.00 | 6,849.00 | 87 | 1,051.00 | 13 |

**Invoice Summary**

| | Contract | Billed | % | Remaining | % |
|---|---|---|---|---|---|
| **Labor** | 75,100.00 | 56,765.69 | 76 | 18,334.31 | 24 |
| **Expense** | 1,065.00 | 14.00 | 1 | 1,051.00 | 99 |
| **Consultant** | 6,835.00 | 6,835.00 | 100 | | |
| **Total** | 83,000.00 | 63,614.69 | 77 | 19,385.31 | 23 |

# Expense Report

**VS Engineering, Inc.**



**Name:** **Kyle Michael**
**Description:**
**Notes:** **Meeting with the City of New Haven at City Hall to discuss existing storm sewer network**

**Report Dates:**
**Begin Date** **6/28/2026**
**End Date** **7/4/2026**

**Report Amounts:**
**Advance Amount** **0.00**
**Total Amount** **17.36**

| Date | ID | Project Description | Phase | Expense Item | Payee | Units | Rate | Amount | Reference | Credit Card | Import | Prsnl |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 7/1/2026 | 2505834 | City of New Haven Lincoln Hwy Trailhead | Direct Expenses | Mileage-Personal Vehicle | Kyle Michael | 28.00 | 0.6200 | 17.36 | | | £ | £ |
| | | | | | | | **Total:** | **17.36** | | | | |
| | | | | | | | **Advance:** | **0.00** | | | | |
| | | | | | | | **Credit Card:** | **0.00** | | | | |
| | | | | | | | **Personal:** | **0.00** | | | | |
| | | | | | | | **Net Due:** | **17.36** | | | | |

**Employee Signature** **Date**

**Manager Signature** **Date**

| Approval: | Name | Approved |
|---|---|---|
| Supervisor: | Joseph A. Dluzak | 07/27/26 |
| Accounting: | Cindy Short | 07/27/26 |

**Name:** **Kyle Michael**
**Notes**

| Date | ID | Project Description | Phase | Expense Item | Payee | Credit Card | Personal |
|---|---|---|---|---|---|---|---|
| 7/1/2026 | 2505834 | City of New Haven Lincoln Hwy Trailhead | Direct Expenses | Mileage-Personal Vehicle | Kyle Michael | | £ |

**Employee Notes:** *Meeting with the City of New Haven at City Hall to discuss existing storm sewer network*

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

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

Invoice number 601401
Date 06/15/2026

Project **2606014 City of New Haven CCMG 2026-02**

Billing Period Ending: 05/31/2026

| Description | Phase Fee | Percent Complete | Total Billed | Prior Billed | Current Due |
|---|---|---|---|---|---|
| **FINAL DESIGN SERVICES** | 11,300.00 | 100.00 | 11,300.00 | 0.00 | 11,300.00 |
| **BIDDING PHASE SERVICES** | 4,800.00 | 100.00 | 4,800.00 | 0.00 | 4,800.00 |
| Total | 16,100.00 | 100.00 | 16,100.00 | 0.00 | 16,100.00 |

Invoice total **16,100.00**

**Invoice Summary**

| Description | Contract Amount | Percent Complete | Prior Billed | Total Billed | Remaining | Remaining Percent | Current Billed |
|---|---|---|---|---|---|---|---|
| **FINAL DESIGN SERVICES** | 11,300.00 | 100.00 | 0.00 | 11,300.00 | 0.00 | 0.00 | 11,300.00 |
| **BIDDING PHASE SERVICES** | 4,800.00 | 100.00 | 0.00 | 4,800.00 | 0.00 | 0.00 | 4,800.00 |
| **CONSTRUCTION ADMINISTRATION (HOURLY NTE)** | 3,500.00 | 0.00 | 0.00 | 0.00 | 3,500.00 | 100.00 | 0.00 |
| **DIRECT EXPENSES (NTE)** | 500.00 | 0.00 | 0.00 | 0.00 | 500.00 | 100.00 | 0.00 |
| Total | 20,100.00 | 80.10 | 0.00 | 16,100.00 | 4,000.00 | 19.90 | 16,100.00 |

**Aging Summary**

| Invoice Number | Invoice Date | Outstanding | Current | Over 30 | Over 60 | Over 90 | Over 120 |
|---|---|---|---|---|---|---|---|
| 601401 | 06/15/2026 | 16,100.00 | 16,100.00 | | | | |
| | Total | 16,100.00 | 16,100.00 | 0.00 | 0.00 | 0.00 | 0.00 |

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

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

WESSLER ENGINEERING

*More than a Project™*

# INVOICE

| | | |
|---|---|---|
| To: | CITY OF NEW HAVEN<br>RICK KRUCHTEN<br>815 LINCOLN HIGHWAY EAST<br>NEW HAVEN, INDIANA 46774 | Invoice Number: 50454<br>August 19, 2026 |

Project: 243921.00 NEW HAVEN CSO LTCP UPDATE

Manager: BRIDGET R INGRAM

Professional Services for the Period: 6/1/26 to 7/31/26

| | | |
|---|---|---|
| **Contract Amount:** | **$** | **759,700.00** |
| **Amount Previously Billed:** | **$** | **737,573.10** |
| **Amount Currently Billed:** | **$** | **1,866.37** |
| **Contract Balance:** | **$** | **20,260.53** |

**PHASE: .06 CONSTRUCTION ADMINISTRATION**

| **Professional Services** | | **Bill Hours** | **Bill Rate** | | **Charge** |
|---|---|---|---|---|---|
| Principal Engineer | | 0.50 | $ 275.00 | $ | 137.50 |
| Control System Engineer IV | | 7.75 | $ 205.00 | | 1,588.75 |
| | **Total Labor** | **8.25** | | **$** | **1,726.25** |

| **Reimbursables** | | | |
|---|---|---|---|
| Kirby Risk Corporation | | $ | 140.12 |
| | **Total Reimbursables** | **$** | **140.12** |

| | | |
|---|---|---|
| **Total Project Invoice Amount** | **$** | **1,866.37** |

Bridget R Ingram

***Wessler Engineering, Inc.***
***BRIDGET R INGRAM***
***Project Manager***

**Aged Receivables:**

| CURRENT | 30-60 | 60-90 | 90-120 | OVER 120 |
|---|---|---|---|---|
| $1,866.37 | $0.00 | $1,385.14 | $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 50454 Dated 8/19/2026

Wednesday, August 19, 2026
9:31:58 AM

Project 243921.00 NEW HAVEN CSO LTCP UPDATE

Phase 00006 CONSTRUCTION

Task 01CS01 CA - CONSTRUCTION

**Professional Services**

| | | | Bill Hours | Bill Rate | Charge | |
|---|---|---|---|---|---|---|
| Principal Engineer | | | | | | |
| | Principal Engineer | | | | | |
| 1500 | HUTTON, CHARLES | 7/21/2026 | .50 | 275.00 | 137.50 | |
| | Check Valve Replacement Coordination | | | | | |
| | Totals | | .50 | | 137.50 | |
| | **Total Labor** | | | | | **137.50** |

**Total this Task** **$137.50**

Task 02IC01 CA - I&C - SCADA

**Professional Services**

| | | | Bill Hours | Bill Rate | Charge | |
|---|---|---|---|---|---|---|
| Control System Engineer IV | | | | | | |
| | Control System Engineer IV | | | | | |
| 1305 | MORAN, KENNETH | 7/10/2026 | 7.75 | 205.00 | 1,588.75 | |
| | Implement ClickSend SMS alarm notifications and Automate MMR and MRO to email every month. | | | | | |
| | Totals | | 7.75 | | 1,588.75 | |
| | **Total Labor** | | | | | **1,588.75** |

**Total this Task** **$1,588.75**

Task 03IC01 CA - I&C - SCADA EQUIPMENT

**Reimbursables**

| | | | | |
|---|---|---|---|---|
| Supplies | | | | |
| AP 37299 | 6/11/2026 | KIRBY RISK CORPORATION / / Invoice: S211298167.002, 6/1/2026 | 140.12 | |
| | **Total Reimbursables** | | **140.12** | **140.12** |

**Total this Task** **$140.12**

**Total this Phase** **$1,866.37**

**Total this Project** **$1,866.37**

**Total this Report** **$1,866.37**

DETACH UPPER PORTION AND RETURN WITH YOUR PAYMENT

| CUSTOMER NUMBER | CUSTOMER PO NUMBER | RELEASE NUMBER | TERMS |
|---|---|---|---|
| 112243 | 5125 | | NET 30 DAYS |

| SALESPERSON | SHIP VIA | ORDERED BY | SALES OFFICE | PHONE NUMBER | SHIP DATE |
|---|---|---|---|---|---|
| ROSS MCKIMMIE | 18-2 NORTH | **Ken Moran** | INDIANAPOLIS | 317-687-0015 | 06/01/26 |

| ORDER QTY | SHIP QTY | DESCRIPTION | ITEM PRICE | UNIT | EXT AMOUNT | CASH DISC |
|---|---|---|---|---|---|---|
| 4ea | 4ea | AB 700-HLT1U1<br>700-HL ELECTROMECHANICAL RELAY<br>OUTPUT | 35.03 | 1ea | 140.12 | |

WESSLER ENGINEERING
INVOICE APPROVAL
DATE: 6/10/26 APPROVED BY: BDP
☐ INDIRECT
☒ DIRECT - PROJ. # 243921.06.03IC01
COMMENTS:
ACCTS: 575

Billing Questions: creditsupport@kirbyrisk.com (765) 446-3054

Invoice is due by 07/01/26.

06-01-2026 09:00:52 AM
S211298167.002
Jackson

| | |
|---|---|
| Invoice Number | S211298167.002 |
| Subtotal | 140.12 |
| S&H Charges | 0.00 |
| Sales Tax | 9.46 |
| **AMOUNT DUE** | **149.58** |



Kirby Risk

# WESSLER ENGINEERING

*More than a Project™*

## INVOICE

| | |
|---|---|
| To: | CITY OF NEW HAVEN<br>DAVE JONES<br>815 LINCOLN HIGHWAY EAST<br>NEW HAVEN, INDIANA 46774 |

Invoice Number: 50584
August 24, 2026

Project: 304326.00 NEW HAVEN SCADA ON-CALL

Manager: BRIAN D PRICE

Professional Services for the Period: 7/1/26 to 7/31/26

| | | |
|---|---|---|
| **Contract Amount:** | **$** | **20,000.00** |
| **Amount Previously Billed:** | **$** | **453.32** |
| **Amount Currently Billed:** | **$** | **717.50** |
| **Contract Balance:** | **$** | **18,829.18** |

**PHASE: .06 CONSTRUCTION ADMINISTRATION**

| **Professional Services** | | **Bill Hours** | **Bill Rate** | | **Charge** |
|---|---|---|---|---|---|
| Control System Engineer IV | | 3.50 | $ 205.00 | $ | 717.50 |
| | **Total Labor** | **3.50** | | **$** | **717.50** |

**Reimbursables**

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

| | | |
|---|---|---|
| **Total Project Invoice Amount** | **$** | **717.50** |

*Wessler Engineering, Inc.*
*BRIAN D. PRICE*
*Project Manager*

**Aged Receivables:**

| CURRENT | 30-60 | 60-90 | 90-120 | OVER 120 |
|---|---|---|---|---|
| $717.50 | $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***

# Billing Backup

Monday, August 24, 2026

WESSLER ENGINEERING, INC. Invoice 50584 Dated 8/24/2026 10:02:49 AM

Project 304326.00 NEW HAVEN SCADA ON-CALL

Phase 00003 MISCELLANEOUS SERVICES

Task 01IC01 SCADA ON-CALL

**Professional Services**

| | | | Bill Hours | Bill Rate | Charge | |
|---|---|---|---|---|---|---|
| Control System Engineer IV | | | | | | |
| | Control System Engineer IV | | | | | |
| 1305 | MORAN, KENNETH | 7/2/2026 | 3.50 | 205.00 | 717.50 | |
| | Configured Wifi bridge radios to work with Water sales station PC static IP. | | | | | |
| | Totals | | 3.50 | | 717.50 | |
| | **Total Labor** | | | | | **717.50** |

| | |
|---|---|
| **Total this Task** | **$717.50** |
| **Total this Phase** | **$717.50** |
| **Total this Project** | **$717.50** |
| **Total this Report** | **$717.50** |

DLZ

| | |
|---|---|
| Invoice #: | 611255 |
| Invoice Date: | 8/28/2026 |

**Salary & Expense Detail**

| Description | | Hours | Rate | Amount |
|---|---|---|---|---|
| **ST063 - Fruchey Parking Lot** | | | | |
| **Phase 0003 - Storm** | | | | |
| 2nd Review | 7/21/26 - 7/23/26 | 1.50 | 125.00 | $187.50 |
| | | ---------------- | | ---------------- |
| | | 1.50 | | $187.50 |
| | | 1.50 | | $187.50 |

| | |
|---|---|
| Invoice #: | 611255 |
| Invoice Date: | 8/28/2026 |

**Salary & Expense Detail**

| **Description** | | **Hours** | **Rate** | **Amount** |
|---|---|---|---|---|
| **ST062 - NW SR 930 Maplecrest** | | | | |
| **Phase 0003 - Storm** | | | | |
| 3rd Review | 8/10/26 - 8/13/26 | 3.00 | 125.00 | $375.00 |
| | | ---------------- | | ---------------- |
| | | 3.00 | | $375.00 |
| | | 3.00 | | $375.00 |

Connect. Build. Thrive.

**Attention:** Jen Basting
**City of New Haven, IN**
**815 Lincoln Highway E**
**New Haven, IN 46774**
**United States**

**Invoice :** 000611255
**Invoice Date :** 8/28/2026
**Project :** 2166530170
**Project Name :** New Haven: On-Call Plan Rev & Permi
**Bill Term :** 01

**For Professional Services Rendered Through 8/14/2026**

On-Call Plan Review Agreement

Payment Request #57

| | | Current Billings |
|---|---|---|
| 1 - ST Invoice Group | | 562.50 |
| *Rate Labor* | 562.50 | |
| | **Current Billings** | 562.50 |
| | **Amount Due This Bill** | 562.50 |

| Outstanding Receivables | Invoice Number | Date | Amount | Balance Due |
|---|---|---|---|---|
| | 000610851 | 7/30/2026 | 562.50 | 562.50 |
| | | | | 562.50 |

City of New Haven, IN
815 Lincoln Highway E
New Haven, IN 46774
United States

**Invoice :** 000611256
**Invoice Date :** 8/28/2026
**Project :** 2366219890
**Project Name :** City of New Haven: South Maplecrest Road Improvements
**Bill Term :** **

**For Professional Services Rendered Through 8/14/2026**

South Maplecrest Road
Des 2100622

Payment Request #32

| | Fee | % Complete | Billings To Date | Billings Previous | Billings Current |
|---|---|---|---|---|---|
| 0500 - Project Management | 55,500.00 | 70.00 | 38,850.00 | 36,630.00 | 2,220.00 |
| 1000 - Topographic Survey | 83,300.00 | 92.44 | 77,005.00 | 77,005.00 | 0.00 |
| 1100 - Location Control Route Survey | 16,800.00 | 97.00 | 16,296.00 | 16,296.00 | 0.00 |
| 2000 - Phase 1a Archeological Services & Section 106 | 31,000.00 | 82.00 | 25,420.00 | 25,420.00 | 0.00 |
| 2100 - Environmental Services (Level 2 CE) | 36,000.00 | 100.00 | 36,000.00 | 36,000.00 | 0.00 |
| 2200 - Waters Report | 21,600.00 | 81.48 | 17,600.00 | 17,600.00 | 0.00 |
| 3000 - Roadway Design | 475,300.00 | 91.00 | 432,523.00 | 429,270.00 | 3,253.00 |
| 3001 - Moeller Roundabout Design | 95,000.00 | 75.00 | 71,250.00 | 57,000.00 | 14,250.00 |
| 3002 - Seiler Roundabout Design | 12,750.00 | 100.00 | 12,750.00 | 12,750.00 | 0.00 |
| 3003 - Pavement Design | 7,500.00 | 10.00 | 750.00 | 0.00 | 750.00 |
| 4000 - Bridge Design | 125,500.00 | 60.00 | 75,300.00 | 70,280.00 | 5,020.00 |
| 4100 - Screen Wall Design | 54,200.00 | 7.00 | 3,794.00 | 3,794.00 | 0.00 |
| 3004 - Maintenance of Traffic (MOT) Design | 75,000.00 | 36.00 | 27,000.00 | 27,000.00 | 0.00 |
| 5000 - Geotechical Services | 59,555.00 | 99.98 | 59,543.09 | 59,543.09 | 0.00 |
| 5100 - Public Hearing or Meeting (if required) | 14,800.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 6000 - Lighting Design | 66,700.00 | 90.00 | 60,030.00 | 53,360.00 | 6,670.00 |
| 6001 - Proprietary Material Documentation, if required | 4,500.00 | 70.00 | 3,150.00 | 3,150.00 | 0.00 |
| 3100 - Hydraulics and Permitting | 31,500.00 | 100.00 | 31,500.00 | 31,500.00 | 0.00 |
| 3200 - Utility Coordination | 32,800.00 | 98.00 | 32,144.00 | 31,160.00 | 984.00 |
| 3300 - Two Contract Packages - INDOT Submittal | 24,000.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 8000 - Bid Phase Services (Twice) | 23,250.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 8100 - Pre-Construction Meeting (Two) | 7,500.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 7000 - T&E Reports ($500/parcel) | 13,500.00 | 77.78 | 10,500.00 | 10,500.00 | 0.00 |

| | | | | | |
|---|---|---|---|---|---|
| 7100 - RW Plans, plats and descriptions ($3,000/parcel) | 81,000.00 | 100.00 | 81,000.00 | 81,000.00 | 0.00 |
| 7200 - RW Staking ($450/parcel) Twice | 24,300.00 | 5.56 | 1,350.00 | 0.00 | 1,350.00 |
| 7300 - APA's ($500/parcel) | 13,500.00 | 68.33 | 9,225.00 | 9,225.00 | 0.00 |
| | | | **Current Billings** | | 34,497.00 |
| | | | **Amount Due This Bill** | | 34,497.00 |

| | |
|---|---|
| **Total Fee :** | 1,486,355.00 |
| **To Date Billings :** | 1,136,630.09 |
| **Total Remaining :** | 349,724.91 |

**Outstanding Receivables**

| Invoice Number | Date | Amount | Balance Due |
|---|---|---|---|
| 000610853 | 7/30/2026 | 91,818.09 | 91,818.09 |
| | | | 91,818.09 |

# LPA - CONSULTING CONTRACT

This Contract ("**Contract**") is made and entered into effective as of __________, 20_____ ("**Effective Date**") by and between CITY OF NEW HAVEN, INDIANA, acting by and through its proper officials ("**LOCAL PUBLIC AGENCY**" or "**LPA**"), and BUTLER, FAIRMAN & SEUFERT, INC., ("**CONSULTANT**"), [an individual residing in the State of INDIANA] [a corporation/limited liability company organized under the laws of the State of INDIANA].

Des. No.: 2300608

Project Description: Inspection of Roundabout at the Intersection of Linden Road and Rose Avenue

## 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 ("**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 **June 2028**. 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 **$ 400,000.00.**

**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 its SUB-CONSULTANTS, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the LPA or its authorized designees. Copies shall be furnished at no cost to the LPA if requested.

**2.** **Assignment; Successors.**

A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. 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 Contractor 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. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA's prior written consent. Additionally, the CONSULTANT shall provide prompt written notice to the LPA of any change in the Contractor's legal name or legal status so that the changes may be documented and payments to the successor entity may be made.

**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 IC § 5-11-1, *et seq.*, and audit guidelines specified by the LPA.

The LPA considers the CONSULTANT to be a "Contractor" under 2 C.F.R. 200.331 for purposes of this Contract. However, if it is determined that the CONSULTANT is a "subrecipient" and if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), The CONSULTANT shall arrange for a financial and compliance audit, which complies with 2 C.F.R. 200.500 *et seq*.

**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.** **<u>Changes in Work</u>.** 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.

**7.** **<u>Compliance with Laws</u>.**

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. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the LPA and the CONSULTANT to determine whether the provisions of this Contract require formal modification.

B. The CONSULTANT and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the LPA as set forth in IC § 4-2-6, *et seq*., IC § 4-2-7, *et seq*. and the regulations promulgated thereunder. **If the CONSULTANT has knowledge, or would have acquired knowledge with reasonable inquiry, 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 CONSULTANT shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Contract.** If the CONSULTANT is not familiar with these ethical requirements, the CONSULTANT should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at http://www.in.gov/ig/. If the CONSULTANT or its agents violate any applicable ethical standards, the LPA may, in its sole discretion, terminate this Contract immediately upon notice to the CONSULTANT. In addition, the CONSULTANT may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The CONSULTANT certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The CONSULTANT agrees that any payments currently due to the State of Indiana or the LPA may be withheld from payments due to the CONSULTANT. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the CONSULTANT is current in its payments and has submitted proof of such payment to the State and LPA.

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

E. Pursuant to IC § 5-22-3-1, the LPA and the CONSULTANT shall act in good faith in connection with the performance or administration of or any negotiations undertaken in accordance with or with respect to this Contract.

F. The CONSULTANT warrants that the CONSULTANT and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the LPA. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the LPA.

G. The CONSULTANT affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. As required by IC § 5-22-3-7:

(1) The CONSULTANT and any principals of the CONSULTANT certify that:
(A) the CONSULTANT, except for de minimis and nonsystematic violations, has not violated the terms of:
(i) IC §24-4.7 [Telephone Solicitation Of Consumers];
(ii) IC §24-5-12 [Telephone Solicitations]; or
(iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];
in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and
(B) the CONSULTANT will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

(2) The CONSULTANT and any principals of the CONSULTANT certify that an affiliate or principal of the CONSULTANT and any agent acting on behalf of the CONSULTANT or on behalf of an affiliate or principal of the CONSULTANT, except for de minimis and nonsystematic violations,
(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
(B) will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

I. i. The CONSULTANT warrants that the CONSULTANT, and (if applicable) any of its holding companies, affiliates, or subsidiaries, is not:
(1) listed in Section 889 of the 2019 National Defense Authorization Act;
(2) listed in Section 1260H of the 2021 National Defense Authorization Act;
(3) owned by the government of a country, or controlled by any governing or regulatory body located in a country, on the United States Department of Commerce's foreign adversaries list under 15 C.F.R. 791.4; or
(4) included on or controlled by an entity on the Specially Designated Nationals list maintained by the United States Department of the Treasury's Office of Foreign Asset Control.

ii. In accordance with Executive Order 25-64, if the LPA determines that the CONSULTANT has been added to any list or designation set forth in clauses (1) through (4) in subparagraph I.i above, after entering this Contract, the LPA shall investigate the reasons the CONSULTANT was added to any such list or designation. Depending upon the outcome of such investigation, the LPA may be required to terminate this Contract and/or dispose of any of the goods or cease the use of any of the goods or services procured under this Contract. In addition, the LPA shall not be required to pay for any goods or services tendered or provided under this Contract to the CONSULTANT on or after the date the CONSULTANT is added to any such list or designation.

8. **Condition of Payment.** All services provided by the CONSULTANT under this Contract must be performed to the LPA's reasonable satisfaction, as determined at the discretion of the undersigned LPA representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The LPA shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

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. 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 or discussed with third parties without the prior written consent of the LPA.

B. The parties acknowledge that the services to be performed by CONSULTANT for the LPA under this Contract may require or allow access to data, materials, and information containing Social Security numbers 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 CONSULTANT, 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. Non-Discrimination.** Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act ("ADA"):

A. The CONSULTANT covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, or status as a veteran or any other characteristic protected by federal, state or local law ("Protected Characteristics"). The CONSULTANT certifies compliance with applicable federal laws, regulations and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this covenant may be regarded as a material breach of this Contract, but nothing in this covenant shall be construed to imply or establish an employment relationship between the LPA and any applicant or employee of the CONSULTANT or any SUB-CONSULTANT.

B. CONSULTANT covenants that it does not and shall not operate any programs or engage in any practices promoting Diversity, Equity, and Inclusion (DEI), or other similar goals, that violate Indiana or Federal Civil Rights Laws by treating a person differently on the basis of race or sex, such as by considering race or sex when making recruitment, hiring, disciplinary, promotion, or employment decisions; requiring employees to participate in training or educational programs that employ racial or sex stereotypes; or attempting to achieve racial or sex balancing in the CONSULTANT's workforce. The Parties agree that a breach of this subparagraph is a material breach of this Contract, including for purposes of Indiana Code § 5-11-5.5-2, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the LPA and any applicant or employee of the CONSULTANT or any SUB-CONSULTANT.

C. INDOT is a recipient of federal funds, and therefore, INDOT requires full compliance with all rules, regulations and statutes concerning nondiscrimination requirements and applications. Breach of this section may be regarded as a material breach of this 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 all 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 nondiscrimination enforcement is broader than the language of Title VI and encompasses other State and Federal protections).

D. During the performance of this Contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:

1. Compliance with Regulations: The CONSULTANT shall comply with the regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49 CFR 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, sex, national origin, religion, disability, ancestry, or status as a veteran 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 Regulation, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, 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 SUB-CONSULTANT 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, sex, national origin, religion, disability, ancestry, or status as a veteran.

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 INDOT and the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to INDOT or the Federal Highway Administration 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, INDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding 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 5. 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 subcontract or procurement as INDOT or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request INDOT to enter into such litigation to protect the interests of INDOT, and, in addition, the CONSULTANT may request the United States of America to enter into such litigation to protect the interests of the United States of America.

**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.** As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The CONSULTANT will give written notice to the LPA within ten (10) days after receiving actual notice that the CONSULTANT, or an employee of the CONSULTANT in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this 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 for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of $25,000.00, the CONSULTANT certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying them 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;

B. 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;

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

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

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

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

**15.** **Employment Eligibility Verification.** As a condition precedent to entering this contract, and as required by IC § 22-5-1.7 and Executive Order 25-29, the CONSULTANT swears or affirms under the penalties of perjury that the CONSULTANT has not knowingly employed, and will not knowingly employ, an unauthorized alien. The CONSULTANT further affirms that:

A. The CONSULTANT has enrolled in, and verified the work eligibility status of all his/her/its 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.

B. The CONSULTANT has not knowingly employed or contracted with, and shall not knowingly employ or contract with, an unauthorized alien. The CONSULTANT has not retained, and shall not retain, an employee, and has not contracted and shall not contract with a person, that the CONSULTANT subsequently learned or learns is an unauthorized alien.

C. The CONSULTANT has required and 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 and to provide any and all such certifications to the LPA promptly upon request.

The LPA may terminate this Contract 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 natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of 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 CONSULTANT.** 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 Contract, 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**: Whenever any notice, statement, request, consent or other communication is required under this Contract (each, a "Notice"), it shall be effective only if it is in writing and: (a) personally delivered; or (b) sent by: (I) email; (II) first class U.S. mail service; or (III) a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid; to the following addresses, or to such other address or addresses as shall be furnished in writing by any party to the other party.

Notices to the LPA shall be sent to:

Rick Kruchten, PMP, PE/S, ERC
Director of Engineering
815 Lincoln Highway East
New Haven, IN 46774

Notices to the CONSULTANT shall be sent to:

Jeremy Books, Executive Vice President
500 E 96th St., Suite 500
Indianapolis, IN 46240

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 (a) when personally delivered; (b) when sent in the case of an email properly addressed; (c) three (3) days after the date deposited with the United States mail properly addressed; or (d) the next day when delivered during business hours to an 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 shall not be effective.

As required by IC § 4-13-2-14.8, payments to the CONSULTANT shall be made via electronic funds transfer in accordance with instructions filed by the CONSULTANT with the LPA.

**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 shall 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.** **Pollution Control Requirements. 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.** **Severability**. 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.** **Status of Claims**. 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:

**31.** **Sub-Consultant Acknowledgement.** 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.** **Substantial Performance**. This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

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

**34.** **Termination for Convenience.**

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 Contract is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Contract 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 LPA contracts, as well as an imposition of a civil penalty.

**40.** **Assignment of Antitrust Claims.** The CONSULTANT assigns to the LPA 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**

______________________________
Signature

______________________________
Jeremy Books, Executive Vice President

Attest:

______________________________
Signature

______________________________
Lori Halloran, Administrative Manager

**LOCAL PUBLIC AGENCY**

______________________________
Signature

______________________________
Steven S. McMichael, Mayor

______________________________
Signature

______________________________
Boyd Byrd, Member

______________________________
Signature

______________________________
Ivan Almodovar, Member

**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:

Services by CONSULTANT

A. Engineering Personnel

For the fulfillment of all services outlined in Section B below, the CONSULTANT will provide one (1) fulltime Resident Project Representative, and Inspectors and clerical and secretarial personnel as required for a period of time necessary to complete the construction project and final construction report.

The qualifications and experiences of personnel provided by the CONSULTANT are subject to approval by the Local Public Agency and the Indiana Department of Transportation and no personnel will be assigned to the project until Local Public Agency and Indiana Department of Transportation approval is obtained.

The full-time Resident Project Representative will take directions from and report to the Indiana Department of Transportation's Area Engineer on all matters concerning contract compliance and administration.

The fulltime Resident Project Representative will coordinate project activities with the Local Public Agency's Project Coordinator and Indiana Department of Transportation's Area Engineer.

B. Description of Services

1. Construction Schedule: Review the construction schedule prepared by the Contractor for compliance with the Contract and give to the Local Public Agency detailed documentation concerning its acceptability.

2. Conferences: Attend pre-construction conferences as directed by the Local Public Agency, arrange a schedule of progress meetings, and such other job conferences as required for the timely and acceptable conduct of the job, and submit such schedules prepared, to the Local Public Agency for notification to those who are expected to attend. Record for the Local Public Agency, as directed, minutes of such meetings. The CONSULTANT shall be available for conferences as requested by the Local Public Agency, State, and Federal Highway Administration to review working details of the project. The Local Public Agency, State and Federal Highway Administration may review and inspect the activities whenever desired during the life of the Agreement.

3. Liaison: Serve as the Local Public Agency's liaison with the contractor, working principally through the Contractor's field superintendent or such other person in authority as designated by the Contractor. Acting in a liaison capacity, the full-time Resident Project Representative shall be thoroughly familiar with the plans and specifications applicable to the project to ensure that all provisions therein are complied with. Any deviation observed shall be reported to the Local Public Agency and Indiana Department of Transportation by the full-time Resident Project Representative.

4. Cooperate with the Local Public Agency in dealing with the various Federal, State and Local Agencies having jurisdiction over the project.

5. Assist the Local Public Agency and Indiana Department of Transportation in obtaining from the Contractor a list of his proposed suppliers and sub-contractors.

6. Assist the Local Public Agency and Indiana Department of Transportation in obtaining from the Contractor additional details or information when needed at the job site for proper execution of work.

7. Equipment – Furnish all equipment necessary to sample and test materials in accordance with Indiana Department of Transportation's procedures.

8. Samples – Obtain field samples of materials delivered to the site as required by the State and deliver such samples to the appropriate Indiana Department of Transportation laboratory office.

9. Shop Drawings:

a. Receive shop drawings and falsework drawings. Check for completeness and then forward to LPA or their designated representative for approval.

b. Review approved shop and falsework drawings, specifications and other submissions, record receipt of this data, maintain a file of all drawings and submissions, and check construction for compliance in accordance with the Contract Documents.

c. Alert the Contractor's field superintendent when it is observed that materials or equipment are being or about to be used or installed before approval of shop drawings or samples, where such are required, and advise the Local Public Agency and Indiana Department of Transportation when he believes it is necessary to disapprove work as failing to conform to the Contract Documents.

10. Review of Work, Inspection and Tests:

a. Conduct on-site inspections for the Local Public Agency of the work in progress as a basis for determining that the project is proceeding in accordance with the Contract Documents.

b. Provide on-site acceptance testing of materials in the manner and extent prescribed by the latest edition of the Frequency of Sampling and Testing Manual and in accordance with current accepted practices.

c. Accompany visiting inspectors, representing Local, State or Federal Agencies having jurisdiction over the project, and report details of such inspection to the Local Public Agency and Indiana Department of Transportation.

d. Verify that required testing has been accomplished.

11. Modification: Consider and evaluate the Contractor's suggestions for modifications in drawings and/or specifications and report them with recommendations to the Local Public Agency and Indiana Department of Transportation.

12. Records:

a. Prepare and maintain at the job site orderly files of correspondence, reports of job conferences, shop drawings and other submissions, reproductions of original Contract Documents, including all addenda, change orders and additional drawings subsequent to the award of the Contract, progress reports and other project related documents.

b. Keep a diary or logbook, recording hours on the job site, weather conditions, list of visiting officials, decisions, general observations, and specific observations with regard to test procedures. Upon request furnish copies of such a diary or log book to the Local Public Agency.

c. Maintain for the Local Public Agency a record of names, addresses and telephone numbers of all sub-contractors and major material suppliers.

d. Maintain a set of drawings on which authorized changes are noted, and deliver to the Local Public Agency upon request, but in any event at the completion of the project.

e. Prepare the Final Construction Record and Final Estimate as required by the Indiana Department of Transportation and the Local Public Agency.

13. Reports: Furnish to the Indiana Department of Transportation and the Local Public Agency at periodic intervals, as required, progress reports of the project, including the contractor's compliance with the approved construction schedule.

14 .Progress Estimates: Prepare progress estimates for periodic partial payments to the Contractor and deliver to the Local Public Agency and Indiana Department of Transportation for review and processing. The payments to the Contractor will be based on estimates of the value of work performed and materials complete in place in accordance with the contract.

15. Project Responsibility: The Resident Project Representative will be responsible for the documentation of pay quantities and estimates, and the maintenance of appropriate records related to the construction of this project.

16. Work Schedule and Suspension: The consultant's crew will be required to regulate their work week to conform to the contractor's hours in accordance with the directions of the Indiana Department of Transportation's Area Engineer. If work on the construction project is suspended and all matters concerning contract compliance and administration are complete, the services of the consultant may also be suspended without cost to the project.

17. Contract Administration: The CONSULTANT will administer the contract in accordance with Indiana Department of Transportation's procedures.

18. Conflict of Interest: The CONSULTANT acknowledges and agrees that the CONSULTANT, a firm associated with the CONSULTANT, or an individual associated with the CONSULTANT cannot accept or perform any work (including but not limited to construction engineering, production staking, falsework drawings, shop drawings) for the contractor, material supplier of the contractor or for any of the contractor's subcontractors on this project. For purposes of this section a firm is associated with the CONSULTANT if the firm and CONSULTANT have a common director, common officer or a common owner. For purposes of this section an individual is associated with the CONSULTANT if the individual is an employee of the CONSULTANT, or an employee of a firm associated with the CONSULTANT.

For purposes of this section the following definitions shall be used:

Director – Any member of the board of directors of a corporation.

Officer – The president, secretary, treasurer, or such other officers as may be prescribed by the corporation's bylaws.

Owner – A sole proprietor, any partner in a partnership, or any shareholder of a corporation.

**APPENDIX "B"**

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

The LPA shall furnish the CONSULTANT with the following:

1. Local Public Agency shall designate an employee as Project Coordinator to coordinate activities between CONSULTANT, INDOT and the Local Public Agency.

2. Assistance to the CONSULTANT by placing at his disposal all available information pertinent to the project.

**APPENDIX "C"**

<u>SCHEDULE</u>:

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:

The CONSULTANT will be prepared to begin the work under this Agreement within five (5) days after a letter of notification to proceed is received from the Local Public Agency.

The CONSULTANT shall conform to the below listed items:

1. Pre-Construction Minutes written and distributed for concurrence, five (5) days after the Pre-Construction meeting is held.
2. Final Construction Records to District Construction Director within forty-five (45) days after the contractor's last day of work.
3. Amended Final Construction record as necessary to meet the requirements for Tree Plantings and Notice of Termination to District Construction Director within ten (10) days of Tree Planting acceptance or Notice of Termination filing.

**APPENDIX "D"**

Compensation:

A. Amount of Payment

1. The CONSULTANT shall receive as payment for the work performed under this Contract the total amount not to exceed **$400,000.00** unless a supplement is executed by the parties which increases the maximum amount payable.

2. The CONSULTANT will be paid for the work described in Appendix “A” in accordance with the following negotiated hourly billing rates per classification.

| Labor Classification | Allowable Hourly Rates Per Year | | | |
|---|---|---|---|---|
| | 2026 | 2027 | 2028 | 2029 |
| Coordinating Engineer | $279.28 | $279.28 | $279.28 | $279.28 |
| Overtime rate | $320.52 | $331.09 | $342.02 | $353.31 |
| Project Engineer II | $221.01 | $228.30 | $235.83 | $243.61 |
| Overtime rate | $253.59 | $261.96 | $270.60 | $279.53 |
| Project Engineer I | $208.05 | $214.92 | $222.01 | $229.34 |
| Overtime rate | $238.72 | $246.60 | $254.74 | $263.14 |
| Project Supervisor II | $169.65 | $175.25 | $181.03 | $187.00 |
| Overtime rate | $194.66 | $201.08 | $207.72 | $214.57 |
| Project Supervisor I | $149.98 | $154.93 | $160.04 | $165.32 |
| Overtime rate | $172.09 | $177.77 | $183.64 | $189.70 |
| Inspector | $119.90 | $123.86 | $127.95 | $132.17 |
| Overtime rate | $137.58 | $142.11 | $146.80 | $151.65 |

The classification rates are based on the calendar year for the actual hours of work performed by essential personnel exclusively working on this Contract.

3. For those services performed by the CONSULTANT, the CONSULTANT will be reimbursed the direct non-salary costs (the actual out-of-pocket expenses of the CONSULTANT directly attributable to this Contract, such as fares, subsistence, mileage, long distance calls, equipment rentals, reproductions, etc.) as approved by INDOT. The 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.

4. 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 the Local Public Agency prior to any reimbursement, therefore.

5. It is the policy of the Indiana Department of Transportation that Project Representatives and/or Inspectors be on the construction site whenever the Contractor is engaged in any activity requiring inspection or testing concurrent with the construction or activity. In order for the contractor to comply with the Contract Plans and Specifications and complete the work within the time required, it is often necessary for the Contractor to work more than an 8-hour day and more than a 5-day week. This in turn may require the Resident Project Representative and Inspectors to work over 40 hours per week. The CONSULTANT shall not bill for overtime for any individual until 40 hours have been worked on this Contract or other projects, for the week by that individual. The CONSULTANT shall bill overtime according to the negotiated hourly billing rates per classification in Appendix “D” Section A.2.

6. The actual amount payable shall be determined in accordance with a final audit by INDOT’s Division of Cost Accounting and Audits.

7. Expenditures made by the CONSULTANT for travel will be reimbursed at the current rate paid by the State and in accordance with the State Travel Policies and Procedures as specified in the current Financial Management circular. Mileage reimbursement will be for miles to, from, and on the jobsite.

B. Method of Payment

1. The CONSULTANT may submit a maximum of one invoice voucher per calendar month for work covered under this Contract. The invoice voucher shall be submitted to the party referred to in Paragraph 23 Notice to Parties.

2. The invoice shall represent the value, to the Local Public Agency, of the partially completed work as of the date of the invoice. When submitting an invoice, the CONSULTANT shall furnish a copy of records showing the individuals who worked on this Contract during the month, their classification, number of hours worked since the last invoice voucher was submitted, and the hourly rate.

3. If, prior to the satisfactory completion of the services under this Contact, the total of the direct and indirect costs incurred and completed by the CONSULTANT is within ten percent (10%) of the maximum amount payable, the CONSULTANT shall notify INDOT, and the status will be evaluated.

[Remainder of Page Intentionally Left Blank]

**EXHIBIT D-1**

**ROUNDABOUT AT THE INTERSECTION OF LINDEN RD AND ROSE AVE.**
**DES. NO. 2300608**
**NEW HAVEN, INDIANA**

**CONSTRUCTION INSPECTION FEE BREAKDOWN**

## 1 Basic Assumptions

Assume contract construction period as March 15, 2027 to Sept. 15, 2027 (24 weeks) for Project Supervisor time. Assume closure period of May 1, 2027 to Aug. 20, 2027 (16 weeks) for Inspector time.

Final construction record (FCR) preparation, punchlist, and FCR corrections are assumed as 6 weeks for the Project Supervisor II. Mileage for the project is assumed as miles from BFS Fort Wayne office to jobsite, on jobsite, and jobsite to BFS Fort Wayne office.

## 2 Itemized Breakdowns

### A. Construction Period

| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Project Supervisor II (2027) - BFS | Reg. | | 24 | weeks | x | 37 | hours/week | x | $175.25 | /hr | = | $ | 155,622.00 |
| Inspector (2027) - BF&S | Reg. | | 16 | weeks | x | 40 | hours/week | x | $123.86 | /hr | = | $ | 79,270.40 |
| Inspector (2027) - BF&S | OT | | 16 | weeks | x | 10 | hours/week | x | $142.11 | /hr | = | $ | 22,737.60 |
| Inspector Constr. II (2027) - USI | Reg. | | 16 | weeks | x | 40 | hours/week | x | $141.76 | /hr | = | $ | 90,726.40 |
| Travel | $ 0.64 | x | 56 | weeks | x | 5 | days/week | x | 50.00 | m/day | = | $ | 8,960.00 |
| TOTAL | | | | | | | | | | | = | $ | 357,316.40 |

### B. Final Preparation

| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Project Supervisor II (2027) | Reg. | | 6 | weeks | x | 40 | hours/week | x | $175.25 | /hr | = | $ | 42,060.00 |
| Travel | $ 0.64 | x | 6 | weeks | x | 5 | days/week | x | 50.00 | m/day | = | $ | 960.00 |
| TOTAL | | | | | | | | | | | = | $ | 43,020.00 |

| | | | |
|---|---|---|---|
| TOTAL ESTIMATED COST | = | $ | 400,336.40 |
| USE | = | $ | 400,000.00 |

**3 The construction cost of this project is estimated at approximately** $ 4,000,000.00

Posting Date: April 2, 2026

# Request for Proposals Notification

**Title:** City of New Haven – Inspection Services for Roundabout at the intersection of Linden Road and Rose Avenue (Des # 2300608) in the Fort Wayne District.

**Response Due Date & Time:** May 4, 2026 at 12:00 PM

This Request for Proposals (RFP) is official notification of needed professional services. This RFP is being issued to solicit a letter of Interest (LOI) and other documents from firms qualified to perform engineering work on federal aid projects. A submittal does not guarantee the firm will be contracted to perform any services but only serves notice the firm desires to be considered.

**Contact for Questions:** Rick Kruchten, PMP, PE/S, ERC, Director of Engineering
815 Lincoln Highway East
New Haven, IN 46774
260-748-7031
rkruchten@newhaven.in.gov

## Submittal Requirements:

1. ○ Letter of Interest – Click here to enter # of Copies. Copies (required content and instructions follow) sent through the U.S. Mail;

OR

◉ Letter of Interest – submitted electronically (pdf) to **Rick Kruchten** at email address **rkruchten@newhaven.in.gov**.

AND

2. ○ One (1) signed Affirmative Action Certification and associated required documents for all items if the DBE goal is greater than 0% sent through the U.S. Mail;

OR

○ One (1) signed Affirmative Action Certification and associated required documents for all items if the DBE goal is greater than 0% sent electronically (pdf) to at email address .

.

**Submit To:** Rick Kruchten, PMP, PE/S, ERC, Director of Engineering
815 Lincoln Highway East
New Haven, IN 46774
260-748-7031
rkruchten@newhaven.in.gov

**Selection Procedures:**

Consultants will be selected for work further described herein, based on the evaluation of the Letter of Interest (LOI) and other required documents. The Consultant Selection Rating Form used to evaluate and score the submittals is included for your reference. Final selection ranking will be determined by:

◉ The weighted score totals with the highest score being the top ranked firm

○ Rank totals with the lowest rank total being the top ranked firm

**Requirements for Letters of Interest (LOI)**

A. General instructions for preparing and submitting a Letter of Interest (LOI).

1. Provide the information, as stated in Item B below, in the same order listed and signed by an officer of the firm. Signed and scanned documents, or electronically applied signatures are acceptable. Do not send additional forms, resumes, brochures, or other material unless otherwise noted in the item description.

2. LOI's shall be limited to twelve (12) 8 ½" x 11" pages that include Identification, Qualifications, Key Staff, and Project Approach.

3. LOI's must be received no later than the "Response Due Date and Time"; as shown in the RFP header above. Responses received after this deadline will not be considered. Submittals must include all required attachments to be considered for selection.

B. Letter of Interest Content

1. <u>Identification, Qualifications and Key Staff</u>

a. Provide the firm name, address of the responsible office from which the work will be performed, and the name and email address of the contact person authorized to negotiate for the associated work.

b. List all proposed sub consultants, their DBE status, and the percentage of work to be performed by the prime consultant and each sub consultant. (See Affirmative Action Certification requirements below.) A listing of certified DBE's eligible to be considered for selection as prime consultants or sub-consultants for this RFP can be found at the "Prequalified Consultants" link on the Indiana Department of Transportation (INDOT) Consultants Webpage. (https://www.in.gov/indot/doing-business-with-indot/consultants/consultants-prequalification/).

c. List the Project Manager and other key staff members, including key sub consultant staff, and the percent of time the project manager will be committed for the contract, if selected. Include lead project engineer/supervisor for important disciplines and inspection staff member(s) directly responsible for the work. Address the experience of the key staff members on similar projects and the staff qualifications relative to the required item qualifications.

d. Describe the capacity of consultant staff and their ability to perform the work in a timely manner relative to present workload.

2. Project Approach

a. Provide a description of your project approach relative to the advertised services. For project specific items confirm the firm has visited the project site. For all items address your firm's technical understanding of the project or services, cost containment practices, innovative ideas and any other relevant information concerning your firm's qualifications for the project.

## Requirements for Affirmative Action Certification

A completed Affirmative Action Certification form is required for all items that identify a DBE goal greater than "0", in order to be considered for selection. The consultant must identify the DBE firms with which it intends to subcontract.

On the Affirmative Action Certification, include the contract participation percentage of each DBE and list what the DBE will be subcontracted to perform.

If the consultant does not meet the DBE goal, the consultant must provide documentation in additional pages after the form that evidences that it made good faith efforts to achieve the DBE goal.

All DBE subcontracting goals apply to all prime submitting consultants regardless of the prime's status of DBE.

**INDOT DBE Reciprocity Agreement with KYTC**

An Agreement between INDOT and the Kentucky Transportation Cabinet (KYTC) established reciprocal acceptance of certification of DBE firms in their respective states under the Unified Certification Program (UCP) pursuant to 49 CFR ?26.81(e) and (f).

Copies of the DBE certifications, as issued by INDOT or the Kentucky Transportation Cabinet (KYTC), are to be included as additional pages after the AAC form for each firm listed on the AAC form. The following are DBE Locator Directories for each State Transportation Agency:

**INDOT: https://entapps.indot.in.gov/DBELocator/**

**KYTC: https://transportation.ky.gov/Civil-Rights-and-Small-Business-Development/Pages/Certified-DBE-Directory.aspx**

Information about the Indiana DBE Program is available at:
**INDOT: Doing Business with INDOT: Business Opportunity Initiative Division.**

Information about the KYTC DBE Program is available at:
**Kentucky Transportation Cabinet.**

# Work item details:

Local Public Agency: City of New Haven, Indiana

Project Location: Intersection of Linden Road and Rose Ave

Project Description: The existing intersection is a 2-way stop north and south where Rose Avenue is a through street. Due to developments on the north side of the intersection, and a traffic pattern change at I-469 & US 24 and the removal of the traffic signal by INDOT, the intersection is being improved for safety with a roundabout.

INDOT Des #: 2300608

Phases Included: CE

Estimated Construction Amount: $4,000,000.00

Funding: HSIP 90% Federal, 10% Local Match

Term of Contract: Until Project Completion

DBE goal: 0%

Required Prequalification Categories:

☐ 5.2 Environmental Document Preparation – CE

☐ 6.1 Topographical Survey Data Collection

☐ 8.1 Non-Complex Roadway Design

☐ 9.1 Level 1 Bridge Design

☐ 11.1 Right of Way Plan Development

☐ Additional Categories Listed Below

Click here to enter Additional Categories

☐ 12.1 Project Management for Acquisition Services

☐ 12.2 Title Search

☐ 12.4 Appraisal

☐ 12.5 Appraisal Review

☒ 13.1 Construction Inspection

# LPA Consultant Selection Rating Sheet

Sample:

**RFP Selection Rating for:** ______________________ **Des. No.** ________

(City, County, Town) or (Local Public Agency)

**Services Description:** ______________________

**Consultant Name:** ______________________

| Evaluation Criteria to be Rated by Scorers | | | | | |
|---|---|---|---|---|---|
| **Category** | **Scoring Criteria** | **Scale** | **Score** | **Weight** | **Weighted** |
| **Past Performance** | **Performance evaluation score averages from historical performance data.** | | | | |
| | Quality score for similar work from performance database. | | | 6 | |
| | Schedule score from performance database. | | | 3 | |
| | Responsiveness score from performance database. | | | 1 | |
| **Capacity of Team to do Work** | **Evaluation of the team's personnel and equipment to perform the project on time.** | | | 20 | |
| | Availability of more than adequate capacity that results in added value. | 1 | | | |
| | Adequate capacity to meet the schedule. | 0 | | | |
| | Insufficient available capacity to meet the schedule. | -1 | | | |
| **Team's Demonstrated Qualifications** | **Technical Expertise: Unique Resources that yield a relevant added value or efficiency** | | | 15 | |
| | Demonstrated outstanding expertise and resources identified | 2 | | | |
| | Demonstrated high level of expertise and resources identified | 1 | | | |
| | Expertise and resources at appropriate level. | 0 | | | |
| | Insufficient expertise and/or resources. | -3 | | | |
| **Project Manager** | **Predicted ability to manage the project, based on: experience in size, complexity,** | | | 20 | |
| | Demonstrated outstanding experience in similar type and complexity. | 2 | | | |
| | Demonstrated high level of experience in similar type and complexity. | 1 | | | |
| | Experience in similar type and complexity shown in resume. | 0 | | | |
| | Experience in different type or lower complexity. | -1 | | | |
| | Insufficient experience. | -3 | | | |
| **Approach to Project** | **Project Understanding and Innovation that provides cost and/or time savings.** | | | 15 | |
| | High level of understanding and viable innovative ideas proposed. | 2 | | | |
| | High level of understanding of the project. | 1 | | | |
| | Basic understanding of the project. | 0 | | | |
| | Lack of project understanding. | -3 | | | |
| | | | **Weighted Sub-Total:** | | |

It is the responsibility of scorers to make every effort to identify the firm most capable of producing the highest deliverables in a timely and cost effective manner without regard to personal preference.

I certify that I do not have any conflicts of interest associated with this consultant.

I have thoroughly reviewed the letter of interest for this consultant and certify that the above scores represent my best judgment of this firm's abilities.

Signature: ______________________ Print Name: ______________________

Title: ______________________ Date: ______________________

(Form Rev. 1/27/2023)

# LPA – Consultant Contract Review Checklist

Version 8/3/18 – LPA

Local Public Agency: City of New Haven Indiana Des. No.: 2300608

Project Description: Inspection Services for Roundabout at the Intersection of Linden Rd and Rose Av

Consultant Name: Butler, Fairman and Seufert, Inc.

1. Review the contract document:

   a. ☒ Verify that the draft contract is consistent with the latest INDOT boilerplate.

   b. ☒ Verify that the contract description, Des. number and scope of work is within the parameters described in the RFP advertisement and in SPMS.

   c. ☒ Verify that the maximum compensation amount shown on page one matches the amount shown in Appendix D.

   d. ☒ Verify that Section 23 of the draft contract includes proper addresses for the LPA and for the consultant.

   e. ☒ Verify that the signature page contains the names and titles for either the Board of County Commissioners, City Board of Public Works and Safety or the Town Board, as appropriate.

2. ☒ Verify Appendix "C" of construction inspection contracts indicates the Final Construction Records is to be submitted within 45 days of the contractors last day of work.

3. ☒ Verify the Appendix "D" compensation method is appropriate for the scope of work.

   a. Construction inspection services should be paid for on a negotiated hourly billing rate basis.

   b. Other types of services may be paid for on a lump sum basis, cost plus fixed fee basis, unit price basis or negotiated billing rate basis.

   c. Cost plus percent of cost compensation is not allowed on any consultant contracts.

   d. See the INDOT Professional Services Contract Administration Manual for more information on the compensation methods. The manual is available at: http://www.in.gov/indot/files/Professional_Services_Contract_Administration_Manual.pdf

4. ☒ Verify the consultant has provided a copy of the lead consultant's prequalification letter showing their approved overhead rate.

5. Verify the consultant has provided a fee proposal and the fee proposal includes the following:

   a. ☒ Itemization of task elements with estimated hours by employee classification.

   b. ☒ Cost calculations show the overhead rate and profit rate has been applied.

6. Analyze the Consultant Fee Proposal.

   a. ☒ Confirm the task elements are relevant to the scope of work.

   b. ☒ Confirm the proposal does not exceed the Escalation Values for INDOT Consultant Contracts. INDOT uses the Bureau of Labor and Statistics Employment Cost Index (ECI) to determine appropriate escalation values. INDOT's guidelines are available under the Contract Compensation Information section at: http://www.in.gov/indot/2730.htm.

   c. ☒ Confirm the overhead rate used in the fee proposal is consistent with or lower than the rate shown in the consultant's prequalification letter.

   d. ☒ Confirm, to the extent possible, major task element and overall cost totals are not excessive.

7. If the contract is for Construction Inspection, is an Engineer's Assignment letter attached?

   a. ☐ Not Applicable

   b. ☒ Engineer's Assignment is attached.

ERC Signature: ______________________________ Date: ______________

Printed Name: ______________________________

**Escalated Billing Rate Calculation (Short Version)**
**BUTLER, FAIRMAN AND SEUFERT, INC.**
**REGULAR AND OVERTIME BILLING RATES**
**4/13/26 LPA CATEGORIES INDOT RATES**

**Replace the data in the yellow cells with the appropriate data for the firm and the project, using the actual labor classifications and current paid labor rates, and the proposed average (across the board) annual percentage of increase.**

| | | |
|---|---|---|
| 100.00% | Direct Labor | |
| 194.16% | Overhead Rate | |
| 294.16% | Labor & Overhead | |
| 15.00% | Profit | 44.12% |
| 338.28% | | |
| 0.89% | Cost of Money | |
| 339.17% | | |
| **$279.28** | **MAXIMUM** | |

**Fill In yellow cells**

**Butler, Fairman and Seufert, Inc.**

| Classification | | Audited Wage Rates | Billing Rate | ------------- Escalated Billing Rates-------- | | | ------------- | | NOTE |
|---|---|---|---|---|---|---|---|---|---|
| | | 2026 | 2026 | 2027 | 2028 | 2029 | | | |
| Annual Increase Avg. | | →→→→ | →→→→ | 3.30% | 3.30% | 3.30% | | | |
| Coordinating Engineer | | 82.47 | 279.28 | 279.28 | 279.28 | 279.28 | | | **$82.34 Limit in 2026** |
| Overtime | | | 320.52 | 331.09 | 342.02 | 353.31 | | | |
| Project Engineer II | | 65.16 | 221.01 | 228.30 | 235.83 | 243.61 | | | |
| Overtime | | | 253.59 | 261.96 | 270.60 | 279.53 | | | |
| Project Engineer I | | 61.34 | 208.05 | 214.92 | 222.01 | 229.34 | | | |
| Overtime | | | 238.72 | 246.60 | 254.74 | 263.14 | | | |
| Project Supervisor II | | 50.02 | 169.65 | 175.25 | 181.03 | 187.00 | | | |
| Overtime | | | 194.66 | 201.08 | 207.72 | 214.57 | | | |
| Project Supervisor I | | 44.22 | 149.98 | 154.93 | 160.04 | 165.32 | | | |
| Overtime | | | 172.09 | 177.77 | 183.64 | 189.70 | | | |
| Inspector | | 35.35 | 119.90 | 123.86 | 127.95 | 132.17 | | | |
| Overtime | | | 137.58 | 142.11 | 146.80 | 151.65 | | | |

# INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue
Room N749
Indianapolis, Indiana 46204

**Mike Braun, Governor**
**Lyndsay Quist, Commissioner**

External Audit http://www.in.gov/indot/2846.htm
Division of Economics, External Audit, and Performance Metrics

March 23, 2026

Re: Report on Review of Financial Prequalification submission **26-15-113**
For Fiscal Year Ending: September 30, 2025

Michael Eichenauer, Executive Vice President
Butler, Fairman & Seufert, Inc.
8450 Westfield Blvd.
Indianapolis, IN 46240

Dear Mr. Eichenauer:

External Audit has reviewed the Financial Prequalification submittal by Butler, Fairman & Seufert, Inc. for the fiscal year ending September 30, 2025. This notice is to report the results of the financial review. For further information regarding the overall Prequalification status of your firm, including technical requirements, please contact the Prequalification Section directly.

We reviewed the Indirect Cost Schedule and associated required documents for Financial Prequalification submitted for the CPA Audited Level as application # 64986.

Per the CBIZ CPAs, P.C. report, the Indirect Cost Schedule was audited in accordance with generally accepted government auditing standards issued by the Comptroller General of the United States and 48 CFR Part 31, with an audited indirect cost rate of 194.16%, facilities capital cost of money rate of 0.89% and expressed the opinion that these rates present fairly, in all material respects, the direct labor, fringe benefits, and general overhead of Butler, Fairman, and Seufert, Inc. for the period ending September 30, 2025.

Indiana Department of Transportation (INDOT) accepts the use of these rates for invoicing services provided during the firm's fiscal period covered by this report, for contracts with or administered through the agency. Acceptance of these rates for this use does not constitute "establishment of a rate by a cognizant agency" for the purpose of applying the regulations published in Title 23 CFR Sect. 172.7. INDOT also accepts the use of these rates as provisional rates for estimating, negotiating, and billing current contracts with or administered through the agency. This provisional rate acceptance expires March 30, 2027. Costs billed to contracts with federal participation are subject to audit for compliance with the cost principles contained in 48 CFR Part 31. With the financial prequalification accepted at the CPA Audited Level, this firm is not restricted to total annual billings of less than $250,000.00 for a contract or contracts with or administered through INDOT.

Total wages and salaries (not including bonuses, profit share, company retirement contributions, or other unallowable forms of indirect compensation) were submitted as $12,887,623 Direct and $13,055,671 Indirect, for a total of $25,943,294.

Issues concerning the financial data submitted to the Agency and the allowable indirect cost rates accepted by External Audit are subject to the following procedures. All CPA workpapers used as the basis to establish an audited overhead rate must be made available to INDOT for review at a location of mutual agreement, as determined by INDOT and the consultant firm. The consultant firm named above is solely responsible for all costs billed by the firm's Independent CPA related to the review of the auditor's work papers by the agency. INDOT and American Council of Engineering Companies agreed to the implementation of a Dispute Resolution Procedure effective January 1, 2008. Firms wishing to dispute the indirect cost rates allowed by the agency may request a meeting with Natalya Clark, Manager of External Audit, (NClark@INDOT.IN.GOV).

This letter is for internal use only and shall not be used for any other purpose. Occasionally, INDOT receives requests from other state transportation agencies to share the financial data for firms providing financial prequalification submissions to our agency, and we may respond to those requests. Firms offering "engineering and design services", as defined under 23 USC 112(b) (2) (A), who have submitted financial data for Prequalification with INDOT will receive a notification from External Audit summarizing any such data provided and identifying the agency and contact person receiving the information.

If you have any questions or concerns regarding your financial submission or the allowable indirect cost rate for your firm, you may contact External Audit directly.

Sincerely,

Natalya Clark

Natalya Clark, Manager External Auditor

cc: Matthew Sutton, Prequalification Engineer, INDOT
John Leming, Consultant Prequalification Analyst, INDOT

INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue
Room N758-PQ
Indianapolis, Indiana 46204

PHONE: (855) 463-6848

**Mike Braun, Governor**
**Kent Abernathy, Commissioner**

November 12, 2025

Prequalification Section
(317) 232-5095

David Lahey
Butler, Fairman and Seufert, Inc.
500 East 96th Street, Suite 500
Indianapolis, IN 46240

Re: Consultant Prequalification

Dear David Lahey:

The Consultant Prequalification General/Technical Modification Application submitted on 11/5/2025 has been reviewed by this office. Your firm has been prequalified to provide consulting services to the Indiana Department of Transportation (INDOT) in the work groups listed on the attached Work Type Certification, effective 05/22/2025. This approval supersedes any previous approval for prequalification, but is subject to revision or modification in accordance with the most current edition of the INDOT Consultant Prequalification Manual. Your Financial approval will expire on 03/30/2026. Your General/Technical approval will expire on 09/30/2027.

Your Firm's annual contracting capacity for the CPA Audit Level is $45,113,316.00 for the fiscal period that ended on 9/30/2024. Your firm was approved for this financial level as notified separately by the External Audit Section. The requested and approved financial level determines the firm's service limitations as stated in the INDOT Consultant Prequalification Manual. Consultant firms must submit their annual financial application within 180 calendar days of the end of each fiscal year.

You are required to submit a modification application in the event of any changes in firm ownership, firm address, form of business entity under which the firm operates, manpower significant enough to affect the firm's qualifications or capacity (or operations of laboratories, facilities, etc.), financial status (such as filing for bankruptcy), or any other change which affects an element INDOT considers when prequalifying a consultant. The Consultant must notify INDOT within 15 days of any change in the information provided in its Prequalification Application and to submit a modification application in a timely manner. Failure to submit a modification application within 15 days after the initial notification will result in the loss of the Consultants Prequalification Status.

Please contact Mr. John Leming, Consultant Prequalification Research Analyst at 317-234-4917 if you have any questions on this matter.

Respectfully,

Matthew Sutton, P.E.
Prequalification Engineer

cc: Prequalification File
External Audit

www.in.gov/dot/

# Prequalified Work Type Certification

**Issued By**

# Indiana Department of Transportation

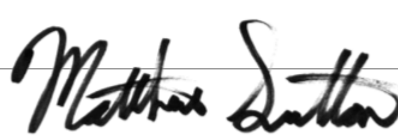
Date Printed: 11/12/2025

## Butler, Fairman and Seufert, Inc.

**Valid Work Groups**

**Effective:** 05/22/2025 **Expires on:** 09/30/2027

| Work Type Code | Work Type Description | Qualifying Person(s) |
|---|---|---|
| 2.2 | Traffic Forecasting | Williard, Troy D |
| 3.1 | Non-Complex Traffic Capacity and Operations Analysis | Williard, Troy D |
| 3.2 | Complex Traffic Capacity and Operations Analysis | Williard, Troy D |
| 4.1 | Traffic Safety Analysis | Williard, Troy D |
| 5.1 | Environmental Document Preparation - EA/EIS | Bennett, Neal E |
| 5.2 | Environmental Document Preparation - CE | Bennett, Neal E |
| 5.3 | Environmental Document Preparation - Section 4(f) | Bennett, Neal E |
| 5.4 | Ecological Surveys | Bennett, Neal E |
| 5.5 | Wetland Mitigation | Bennett, Neal E |
| 5.6 | Waterway Permits | Bennett, Neal E |
| 5.10 | Historical/Architectural Investigations | Herron Mr., Colin G |
| 6.1 | Topographic Survey Data Collection | Gosewehr, Eugene K<br>Neal, Mark W |
| 8.1 | Non-Complex Roadway Design | Wheatley, Christopher W |
| 8.2 | Complex Roadway Design | Isaacs, Daniel J<br>Wheatley, Christopher W |
| 8.3 | Roundabout Design | |

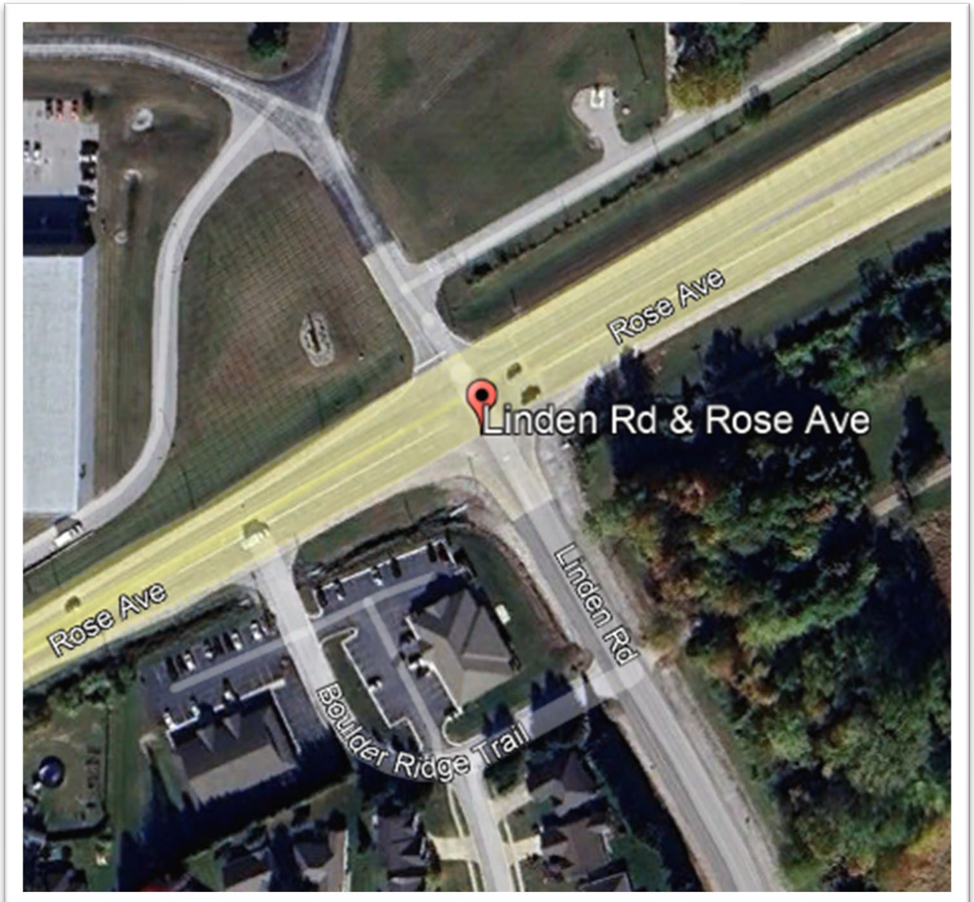


| Work Type Code | Work Type Description | Qualifying Person(s) |
| --- | --- | --- |
| 8.3 | Roundabout Design | Langille, Andrea M |
| 9.1 | Level 1 Bridge Design | Butz, Benjamin<br>Wright, Bryan W |
| 9.2 | Level 2 Bridge Design | Butz, Benjamin<br>Wright, Bryan W |
| 10.1 | Traffic Signal Design | Williard, Troy D |
| 10.2 | Traffic Signal System Design | Williard, Troy D |
| 10.3 | Complex Roadway Sign Design | Williard, Troy D |
| 10.4 | Lighting Design | Williard, Troy D |
| 11.1 | Right of Way Plan Development | Gosewehr, Eugene K<br>Nick, Randall A |
| 12.1 | Project Management for Acquisition Services | Francis, Ronald L |
| 12.2 | Title Research | Gosewehr, Eugene K |
| 12.3 | Value Analysis | Alexander, Craig E |
| 12.4 | Appraisal | Alexander, Craig E |
| 12.5 | Appraisal Review | Alexander, Craig E |
| 12.6 | Negotiation | Francis, Ronald L |
| 12.7 | Closing | Francis, Ronald L |
| 13.1 | Construction Inspection | Biesecker, Michael W<br>Books, Jeremy L |
| 14.1 | Regular Bridge Inspection | Olson, Jonathan D |
| 14.2 | Complex Bridge Inspection | Olson, Jonathan D |
| 14.4 | Small Structure and Miscellaneous Structure Inspections | Olson, Jonathan D<br>Pfeiffer, Nathaniel D |

| Work Type Code | Work Type Description | Qualifying Person(s) |
|---|---|---|
| 14.5 | Bridge Load Capacity Rating & Other Bridge Analysis/Testing | Olson, Jonathan D |
| 16.1 | Utility Coordination | Hintz, Kevin A |
| 17.1 | Drainage Design for Driveway Permits | Langille, Andrea M |
| 17.2 | Small Structure and Pipe Hydraulic Design | Langille, Andrea M |
| 17.3 | Storm Sewer and Detention Design | Langille, Andrea M |
| 17.4 | Bridge Hydraulic Design | O'Brien, Chris<br>Wright, Bryan W |

cc: Prequalification File

Matthew Sutton, P.E.
Prequalification Engineer




## Project Description

Des No. 2300608: Inspection Services for Roundabout at the intersection of Linden Road and Rose Avenue

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: ________________

*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:

# SPECIAL EVENT PERMIT

## APPLICATION/PERMIT

Permit Number: **EV-26-16**

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 | Fall festival | Type of Event | Community |
| Name of Sponsor (if applicable) | | Is this a new event | Yes ☐ No ■ |
| Date of Event | Oct 3, 2026 | Expected number attending | 100-200 |
| Start Time | 5:00 PM | Ending Time | 9:30 PM |

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

| Do you anticipate requiring the use of any of the following? | | | | | |
|---|---|---|---|---|---|
| Street | X | Water | | Lights | |
| Sidewalk | X | Crowd Control | | Noise | |
| Parking | X | Use of Public Building | | Fire/Explosives | |
| Traffic Control | | Temporary Structures | | 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):

**Requesting to block Broadway from Lincoln Hwy to Schnelker Park. Block Park Ave. from Williams to Edwards.**

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

**We do not require on site officers full time but request on duty officers to make routine patrols**

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.

Zach Waschler　　Zach K Wash　　9/9/24

**Sponsor/Applicant** (PRINT)　　**Signature of Authorized Agent**　　**Date**

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

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

| FOR OFFICE USE ONLY | | | |
|---|---|---|---|
| Police | | Date Approved | |
| Utilities | | Date Approved | |
| Fire Department/EMS | | Date Approved | |
| Director Of Engineering | | Date Approved | |
| Parks Director | [signature] | Date Approved | 9-9-24 |
| ***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 | |
|---|---|

Employee # ______________

Date: 9/9/2026 Name: Cassidy Throm

Position: Corporate Engagement

Department: Econ Dev

Effective Date of Transaction: 9/20/2026

Board Approval: YES ☐ NO ☐ Date: ____________

New Hire : ☐ Rehire: ☐

Status Change: ☐ Termination: ☐

Seasonal Return: ☐ Deceased: ☐

Street Address: ______________________________

City : ______________________________

State: _____ Zip Code: __________

Phone # ______________ D.O.B.: ____________

Email Address: ______________________________

Social Security Number: ____________________

Full Time ☑ Part-Time ☐ Seasonal ☐

| | Hourly: | Bi-Weekly: |
|---|---|---|
| Basis of Pay: | ________ | ________ |

Approved Range: $22.52 to $31.24

☑ Salary Change: From: $29.07

To: $30.07

☐ Job Title From: ______________

To: ______________

## APPROVAL SIGNATURES & DATE

Pone Vongphachanh Dpt Head & Date

____________________ Elected Official & Date

____________________ HR& Date

____________________ Payroll Check & Date

## NOTES

Permit Number: EV-26-09

# 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 | Sunset Social on The Block | Type of Event | Community Engagement |
| Name of Sponsor (if applicable) | | Is this a new event | Yes ☑ No ☐ |
| Date of Event | 9/23/26 | Expected number attending | 150 |
| Start Time | 6 PM | Ending Time | 9 PM |

| APPLICANT: | | | |
|---|---|---|---|
| Name | Chris Ford | Work Phone | 260-421-1266 |
| Address | 3834 Centerstone Pkwy | Home Phone | |
| E-Mail | Cford@acpl.info | Cell Phone | 260-602-3097 |
| **RESPONSIBLE PERSON (if other than applicant):** | | | |
| Name | | Work Phone | |
| Address | | Home Phone | |
| Email | | Cell Phone | |

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

PAID
JUN 04 2026

(Continued)



Approved by BOW 7/1/2025

APPROVED
BOW 6/16/26

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):

I am requesting a certain portion of Centerstone Pkway is restricted for vehicles to drive. This area will be reserved for the food trucks, activities, etc. With the addition of Victoria Lakes Subdivision, the residents of Windsor Pointe can enter the association from the Moeller Rd. entrance.

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

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.

| Chris Ford | [signature] | 05-21-24 |
|---|---|---|
| **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 | 6/1/26 |
| Utilities | [signature] | Date Approved | 5/22/24 |
| Fire Department/EMS | [signature] | Date Approved | 6-1-26. |
| Director Of Engineering | [signature] | Date Approved | 5/22/26 |
| Parks Director | [signature] | Date Approved | 5/27/26 |
| ***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 | |
|---|---|



Approved by BOW 7/1/2025

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

# receipt

**Number:** 0000459962
**Cashier:** SSCHORTGEN

**Entry Date:** 06/04/26

**Post Date:** 06/04/2026

**Received Of:** CHRIS FORD
CHRIS FORD
3834 CENTERSTONE PKWY
3834 CENTERSTONE PKWY 3834 CENTERSTON

**The sum of:** 25.00

| | | | | |
|---|---|---|---|---|
| **1 502** | **SPECIAL EVENT PER** | | **SPECIAL EVENT** | **$ 25.00** |
| | | 1101-0000-3005.02 | 25.00 | |
| | | | **Total** | **$ 25.00** |

| | | | |
|---|---|---|---|
| **TENDERED:** | **CREDIT CARD** | **pi_3TehD7GasGo4hcB** | **$ 25.00** |
| **TENDERED:** | **Service Fee** | **pi_3TehD7GasGo4hcB** | **$ 1.24** |

Signed: AngelaHamrick

Promptly Remit Payment To:
**CITY OF FORT WAYNE**
**CITIZEN SQUARE**
**200 E. BERRY STREET, SUITE 470**
**FORT WAYNE, IN 46802**
**PH: (260) 427-5503**

# Invoice

Customer Copy

To pay by credit or debit card, please visit:
https://cityoffortwayne.in.gov/GBpay. A processing fee will apply.

| CUSTOMER | INVOICE DATE | INVOICE NUMBER | AMOUNT PAID | DUE DATE | INVOICE TOTAL DUE |
|---|---|---|---|---|---|
| CITY OF NEW HAVEN | 09/04/2026 | 26017008 | $0.00 | **10/04/2026** | **$23,750.00** |

| DESCRIPTION | QUANTITY | PRICE | UOM | ORIGINAL BILL | ADJUSTED | PAID | AMOUNT DUE |
|---|---|---|---|---|---|---|---|
| ANIMAL CARE & CONTROL COUNTY BILLINGS<br>Animal Care Contractual Services Rendered for 2026.<br>Yearly total: $95,000.00<br>2026-Qtr4.<br>Quarterly total: $23,750.00<br>October 1 - December 31 | 1.00 | $23750.000000 | EACH | $23,750.00 | $0.00 | $0.00 | $23,750.00 |
| | | | | | | Invoice Total: | $23,750.00 |

DETACH AND RETURN THE PORTION BELOW WITH YOUR PAYMENT

Promptly Remit Payment To:
**CITY OF FORT WAYNE**
**CITIZEN SQUARE**
**200 E. BERRY STREET, SUITE 470**
**FORT WAYNE, IN 46802**
**PH: (260) 427-5503**

## Invoice

**Remit Portion**

| | |
|---|---|
| Invoice Date | 09/04/2026 |
| Invoice Number | 26017008 |
| Customer Number | 13 |
| Amount Paid | |
| Due Date | 10/04/2026 |
| Invoice Total Due | $23,750.00 |

CITY OF NEW HAVEN
815 LINCOLN HIGHWAY EAST
NEW HAVEN, IN 46774

Please put Invoice Number on your check
and return with remittance copy.
**Make checks payable to: City of Fort Wayne**

MNJ TECHNOLOGIES

1025 Busch Parkway
Buffalo Grove, IL 60089
v. (800) 870-4340
f. (847) 634-0702
www.mnjtech.com

# INVOICE

| INVOICE NO | INVOICE DATE | DUE DATE | ORDER NO | PO NO | ORDRED BY | BALANCE |
|---|---|---|---|---|---|---|
| CINV004152741 | 8/22/2026 | 9/21/2026 | S001828622 | | Jon Stauffer | $11,164.35 |

**BILL TO:**
City of New Haven
815 E Lincoln HWY
New Haven, IN 46774,USA

**SHIP TO:**
City of New Haven
815 LINCOLN HWY E

NEW HAVEN, IN 46774-1422,USA

CUSTOMER NO: 6034486
SALESPERSON: Rob Forst
Comment:

BOW Appr. Quote: 8/18/26
BOW INV APPR: 9/15/26

DESCRIPTION:

| ITEM NO | DESCRIPTION | QUANTITY SHIPPED | UNIT PRICE ($) | AMOUNT($) |
|---|---|---|---|---|
| PO: MNJ21740357 | ThinkStation P3 Ultra Small Form Factor Gen 2 (Intel) Workst<br>Quantity : 1.00 Packing slip No. : P004051911 Ship date : 8/22/2026<br>Quantity : 1.00 Packing slip No. : P004051912 Ship date : 8/22/2026<br>MFG PART NO: 30J6000JUS | 2 | 3,325.26 | 6,650.52 |
| PO: MNJ21583245 | Lenovo ThinkStation P3 Gen 2 30HT007WUS Workstation - 1 x Intel Core Ultra 7 265 - vPro Technology - 32 GB - 1 TB SSD - Tower<br>Quantity : 1.00 Packing slip No. : P004051593 Ship date : 8/21/2026<br>MFG PART NO: 30HT007WUS<br>SERIAL NO: 1S30HT007WUS MZ03CFKW | 1 | 2,396.40 | 2,396.40 |
| PO: MNJ21559707 | Lenovo ThinkPad T14 Gen 6 21QJ00CTUS 14" Touchscreen Copilot+ PC Notebook - WUXGA - 60 Hz - AMD Ryzen AI 7 PRO 350 - 32 GB - 512 GB | 1 | 1,888.65 | 1,888.65 |

Misc. Equip
2240-0100-4442

SHIP VIA: FedEx-Ground
TERMS: Net 30
DELIVERY TERMS: F.O.B Origin
QUOTE: S001825963
COMMENT:

REMIT ADDRESS
MNJ Technologies Direct, Inc.
PO Box 771861
Chicago, IL 60677-1861

| | |
|---|---|
| SUB TOTAL: | 11,164.35 |
| FREIGHT: | 0.00 |
| SALES TAX: | 0.00 |
| TOTAL: | 11,164.35 |
| PAYMENT/CREDIT AMOUNT: | 0.00 |

**BALANCE:** 11,164.35

Purchaser agrees to pay all costs of collection including attorney fees in the event of non-payment. A finance charge of 1-1/2% per month may be charged on past due invoices.

All Returns Subject to the following: must include Original Invoice & RMA No., 15% Restocking Fee. Must be in Original Box in Re-Saleable Condition. After 30 days, Repair or Exchange Only.

MNJ TECHNOLOGIES

1025 Busch Parkway
Buffalo Grove, IL 60089
v. (800) 870-4340
f. (847) 634-0702
www.mnjtech.com

# INVOICE

| ITEM NO | DESCRIPTION | QUANTITY SHIPPED | UNIT PRICE ($) | AMOUNT($) |
|---|---|---|---|---|
| | SSD - English Keyboard - Black<br>Quantity : 1.00 Packing slip No. : P004051600 Ship date : 8/21/2026<br>MFG PART NO: 21QJ00CTUS | | | |
| SERIAL NO: | SSD00G5BJ | | | |
| PO: MNJ21615025 | TP USB4 SMART DOCK 135W - US<br>Quantity : 1.00 Packing slip No. : P004051653 Ship date : 8/21/2026<br>MFG PART NO: 40BC0135US | 1 | 228.78 | 228.78 |
| SERIAL NO: | 1S40BC0135USZ<br>VN1843D | | | |

**Tracking Numbers**

1ZC1C3804221675661 1ZC1C3804221675812 513015383343 1Z6514940334641079 524493274809

SHIP VIA: FedEx-Ground
TERMS: Net 30
DELIVERY TERMS: F.O.B Origin
QUOTE: S001825963
COMMENT:

REMIT ADDRESS

MNJ Technologies Direct, Inc.
PO Box 771861
Chicago, IL 60677-1861

| | |
|---|---|
| SUB TOTAL: | 11,164.35 |
| FREIGHT: | 0.00 |
| SALES TAX: | 0.00 |
| TOTAL: | 11,164.35 |
| PAYMENT/CREDIT AMOUNT: | 0.00 |
| BALANCE: | 11,164.35 |

Purchaser agrees to pay all costs of collection including attorney fees in the event of non-payment. A finance charge of 1-1/2% per month may be charged on past due invoices.

All Returns Subject to the following: must include Original Invoice & RMA No., 15% Restocking Fee. Must be in Original Box in Re-Saleable Condition. After 30 days, Repair or Exchange Only.

MNJ TECHNOLOGIES

| | |
|---|---|
| Company Name: | New Haven Police Department |
| Address: | 815 E. Lincoln Hwy |
| City/State/Zip: | New Haven, IN 46774 |
| Account #: | |
| Accounts Payable Contact Name: | Christine Keener |
| Phone Number/Email: | 260-748-7084 |

To Whom It May Concern At MNJ Technologies Direct, Inc:

1. This letter authorizes MNJ Technologies Direct Inc. to accept our verbal purchase orders from the people listed below.
2. This authorization will expire one year from the date of this agreement.
3. We accept MNJ Technologies Direct, Inc.'s terms unless otherwise agreed upon in writing from MNJ Technologies Direct Inc.
4. We have received a copy of MNJ Technologies Directs standard Terms & Conditions and we understand that those Terms & Conditions will apply to all orders placed verbally.

Individuals authorized to place verbal purchase orders:

| | |
|---|---|
| James Krueger | |
| Christine Keener | |
| | |

Order confirmation for verbal purchase orders should be sent to: ckeener@newhaven.in.gov

There are no restrictions to this dollar amount on the verbal purchase orders: CK (Initial)

There are restrictions as indicated below.

Restrictions are:

| |
|---|
| |
| |
| |

Signature: James Krueger

Title: Chief of Police

Print Name: James Krueger

Today's Date: 08/24/26

*This verbal purchase order form is valid for one year from the date listed above.

MNJ TECHNOLOGIES

# TERMS AND CONDITIONS

### MNJ TECHNOLOGIES DIRECT BUSINESS POLICIES

This Sales Agreement (the "Sales Agreement") is a legal contract between Customer and MNJ Technologies Direct, Inc. ("MNJ"). By making a purchase, placing an order by telephone, facsimile, email, online or otherwise (an "Order") or shopping on MNJ's web site ("the Site"), Customer accepts this Sales Agreement and all of the terms and conditions stated herein. The terms and conditions of this Sales Agreement are subject to change by MNJ without prior notice. At the time Customer initially places an Order, the terms and conditions posted on the Site on such date will govern such Order. This Sales Agreement constitutes the entire agreement between Customer and MNJ relating to the purchase of goods or services on the Site. Modification or termination of the Sales Agreement, with regard to goods or services that have been purchased or sold on the Site may only be done in a writing signed by an authorized agent of MNJ. Under the Sales Agreement, electronic records (including signatures) that are otherwise valid shall be accepted. Customer consents to receiving electronic records, which may be provided via a web browser or e-mail application. By contacting MNJ at the address provided below, Customer may withdraw consent to receiving electronic records or have the records provided in non-electronic form. Additional or revised terms and conditions may be stated by MNJ on the invoice for an Order. In the event of any conflict between the terms and conditions stated on an invoice and this Sales Agreement, the terms and conditions stated on this Sales Agreement shall govern. If any provision in this Sales Agreement shall be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions hereof will not in any way be affected or impaired thereby. Any failure to enforce any provision hereof shall not constitute a waiver of such provision or of any subsequent failure to perform any obligation hereunder.

### GENERAL LEGAL DISCLAIMER

MNJ hereby expressly disclaims all warranties either expressed or implied, including, without limitation, any warranty of merchantability or fitness for a particular purpose. All products sold by MNJ are third party products and are subject to the warranties and representations of the applicable manufacturers. Notwithstanding the foregoing, this Sales Agreement does not affect the terms of the manufacturer's warranty, if any.

### LIMITATION OF LIABILITY

MNJ is not liable for lost profits, loss of business or other consequential, special, indirect, or punitive damages, even if advised of the possibility of such damages, or for any claim by any third party except as expressly provided herein. MNJ will not be liable for products or services not being available for use or for lost or corrupted data or software. Customer agrees that in no event shall any liability related to the purchase of products or services from MNJ exceed the aggregate dollar amount paid by Customer for the purchase(s) made under this Sales Agreement.

### GOVERNING LAW

This Sales Agreement and all sales made hereunder shall be governed by the laws of the State of Illinois, without regard to conflicts of laws rules. For the purposes of any suit, action or proceeding arising out of this Sales Agreement, Customer consents to the jurisdiction of the federal or state courts located in Lake County, Illinois and Cook County, Illinois.

### SALES BEING EXPORTED OUTSIDE OF THE U.S.

For any goods being purchased for purposes of export, Customer must obtain from the federal government, state government, and any other applicable governmental entity any and all required export or other documentation before shipping to a foreign country. Many manufacturers' warranties for exported goods vary and may even be null and void if goods purchased are exported outside the United States. Customer should inquire further regarding any questions of product exportation. MNJ shall have no liability for the loss of any warranty or any other coverage, or for any import or export duties or taxes, due to Customer's export of any products purchased from MNJ.

### TITLE AND RISK OF LOSS

Title to goods purchased is retained by MNJ until such goods are paid for in full, including any and all applicable taxes, freight charges, interest, late fees, collection costs and any and all other applicable costs and charges. Upon payment for such goods in full, title shall pass to Customer. If loss or damage occurs during shipping by a carrier selected by MNJ, then such loss or damage will be the responsibility of MNJ. If loss or damage occurs during shipping by a carrier selected by Customer, then such loss or damage will be the responsibility of Customer.

### PRICING AND INFORMATION DISCLAIMER

All pricing is subject to change by MNJ without notice. For all prices, products and offers, MNJ reserves the right to make adjustments due to changing market conditions, product discontinuation, manufacturer price changes, errors in advertisements and other extenuating circumstances. While MNJ uses reasonable efforts to include accurate and up-to-date information on the Site, MNJ makes no warranties or representations as to the Site's accuracy. MNJ assumes no liability or responsibility for any errors or omissions in the content on the Site.

### ORDERS; PAYMENT TERMS; INTEREST AND LATE FEES; TAXES

Orders are not binding upon MNJ until accepted by MNJ. Terms of payment for each Order may be set or modified by MNJ in its sole and absolute discretion. All invoices are due and payable within the time period stated on the invoice, measured from the date of the invoice, or if no due date is stated on an invoice, then payment therefor is due thirty (30) days after delivery of the goods ordered. MNJ may invoice parts of an Order separately, in MNJ's sole and absolute discretion. Customer agrees to pay interest on all past-due sums at the lesser of (i) eighteen percent (18%) per annum or (ii) the highest rate allowed by law, and a late fee for each invoice not paid when due equal to the greater of (i) five percent (5%) of the amount not timely paid or (ii) one hundred dollars ($100). In addition to the principle amount owed, any applicable interest, late fees, attorneys' fees and any other applicable costs or expenses, Customer agrees to pay thirty-three and one-third percent (33 1/3%) of the unpaid balance as a collection fee if Customer's account is turned over to a collection agency. Customer is also responsible for any and all reasonable attorneys' fees, court costs and other expenses arising out of any litigation concerning the collection of Customer's account. Customer is responsible for any applicable sales taxes and any other taxes associated with an Order, whether such taxes are collected at the time of sale or not.

### FREIGHT POLICY

Shipping and handling charges vary due to weight, destination, speed of delivery, and method of delivery, carrier and other factors. Please contact your MNJ account manager for our most current shipping rates. **For your protection, we may elect to ship only to the verified billing address of Customer's credit card.** International shipping may be available in some circumstances, in the sole and absolute discretion of MNJ. No freight credit will be issued in the event of any shipping delays caused by acts of nature. The maximum credit for shipping charges on an air package that is delivered late where the delay is caused by MNJ is equal to the cost difference between the method of shipment selected and the next lower shipping level. Any untimely performance of any of the terms, covenants and conditions of this Sales Agreement by MNJ due in whole or in part to any strike, lockout, labor trouble, civil disorder, inability to procure goods, parts or materials, power failure, restrictive governmental laws and regulations, riots, insurrections, war, fuel shortages, accidents, casualties, acts of God, acts caused by Customer or any other cause beyond the reasonable control of MNJ shall not be deemed a default of MNJ and the time for performance shall be extended by the period of delay resulting from such cause.

### COPYRIGHTS AND TRADEMARKS



### PRODUCT RETURN POLICY

MNJ offers a return policy on selected items equal to the lesser of thirty (30) days or the return period set by the manufacturer of the product being returned, and subject to the return policies of such manufacturer. The interpretation of the actual manufacturers return policies is in the sole and absolute discretion of MNJ. For further information about the return policy of a specific manufacturer, please contact your MNJ account manager. No returns will be accepted without a Return Merchandise Authorization ("RMA") number. Please call 800-870-4340 or e-mail our Returns Department at returns@mnjtech.com to obtain an RMA number before shipping your product. MNJ assumes no risk, responsibility or liability whatsoever for products returned without an RMA number. For faster service, please have the following information available when calling for an RMA number: Customer name, product part number, invoice number, serial number and nature of the problem. All products returned MUST be: one hundred percent (100%) complete. Complete is defined as all items being returned with ALL of the original boxes and packing materials, having all original UPC codes intact on the manufacturer's boxes, containing all manuals, blank warranty cards and all other accessories and provided documentation by the manufacturer. Notwithstanding the foregoing to the contrary, due to manufacturer's policies, MNJ cannot accept returns of the following items for exchange, replacement or credit FOR ANY REASON: Apple, Compaq, IBM, and Hewlett Packard. Due to manufacturer return policies, only inoperable products from these manufactures may be returned: 3COM, Acer, Adtran, All Generic Memory, American Power Conversion, Ascend/Lucent, ATI Technologies, Belkin, Cisco, Cornerstone, Fujitsu, Intel, Mylex, Onstream, Palm, Pinnacle Systems, Quantum, Sharp, Tandberg Data. This list may not represent all of the manufactures with restrictive return policies. This list of manufacturers with restrictive return manufacturers may also change from time to time in the sole and absolute discretion of MNJ. Most defective products (except computers, printers and software) may be returned for repair or replacement only, at the sole and absolute discretion of MNJ, within thirty (30) days of the invoice date. MNJ will not charge a return-processing fee when a defective item is repaired or replaced with the identical item. All non-defective returns (except software) for credit or exchange are subject to a fifteen percent (15%) return-processing fee/restocking fee and must be completed within thirty (30) days of the invoice date. The minimum return-processing fee/restocking fee for any refund or credit is twenty-five dollars ($25.00). Unopened full version software products may be returned for refund or exchange within thirty (30) days of invoice date. Multiple software licenses and product upgrades cannot be returned for refund or exchange unless first authorized by the manufacturer, no exceptions, and multiple software licenses and product upgrades may not be returned beyond thirty (30) days for any reason. Customer is responsible for all shipping charges on returned items. MNJ strongly recommends fully insuring a return shipment in case it is lost or damaged and using a carrier that can provide proof of delivery. Any item that is missing the UPC can ONLY be replaced with the same item. After thirty (30) days, no returns will be accepted and all manufacturers' warranties apply. Consumable products like toner, ink cartridges, drum and paper are non-returnable if the manufacturer's factory seal has been broken. Any such defective products must be returned directly to the manufacturer. Discontinued or end of life products can only be returned for repair, and no refunds or exchanges on such products can be made. MNJ reserves the right in its sole and absolute discretion to authorize product returns beyond thirty (30) days from the invoice date. If a product is accepted for return after thirty (30) days, credit will be issued toward FUTURE PURCHASES FROM MNJ ONLY. Original shipping charges are not refunded on returned items.

### ACCEPTANCE OF SHIPPED GOODS

Shipped goods are deemed accepted three (3) business days after delivery to the address specified in the Order, unless Customer contacts MNJ within said three (3) business day period to reject such goods. The records of the shipper indicating delivery of goods shall be definitive in determining when and where such goods were delivered.

### SHIPPING DAMAGE POLICY

If merchandise arrives damaged to Customer, it is best to REFUSE it back to the carrier attempting delivery. Customer must contact MNJ within three (3) business days if an Order is being refused back to the carrier due to damage. All unauthorized refusals are subject to a fifteen percent (15%) return-processing fee/restocking fee and no credit for the freight charges. If Customer accepts delivery of a damaged package, make sure any externally visible damage is noted on the carrier's delivery record. This will enable MNJ to file a damage claim, and in the event of shipping damage, the merchandise AND the original box and packing it arrived in must be retained. Additionally, in the event of visible shipping damage, MNJ recommends Customer take and retain photographs of the shipment and notify MNJ immediately to arrange for a carrier inspection and a pickup of damaged merchandise. If MNJ is not notified of damaged goods within three (3) business days of delivery, MNJ's regular return policy will override any claim of damage, and all manufacturer restrictions will apply.

### PRIVACY STATEMENT, REGISTRATIONS AND COLLECTION OF INFORMATION

MNJ's web site collects information from visitors, including, but not limited to name, email address, contact information, financial information, such as account or credit card numbers, and other general or personally identifiable information. This information may be used to send newsletters, catalogs, information about our company, related entities and/or promotional material from selected partners, orders or order related information, surveys, contests or giveaways, to check Customer's financial qualifications and/or bill Customer for products and services ordered. Contact data from surveys may be used to send Customer information about our company and promotional material from selected partners. Contact information may also be used to contact visitors and/or customers when necessary. MNJ will make commercially reasonable efforts to maintain the confidentiality of the information provided. Customer may opt-out of receiving future mailings; see the choice/opt-out section below.

### PERSONAL INFORMATION DISCLOSURE

MNJ will not give or sell any information regarding Customer, orders placed and products purchased to any outside organization for its use in marketing or solicitation without Customer's consent. Such information may be shared with agents or contractors of MNJ for the purpose of performing services for MNJ. MNJ may release personally identifiable information when required to by law. MNJ will make commercially reasonable efforts to notify its registered users of any changes in the use or collection of their personally identifiable information via email prior to changes being made.

### THIRD-PARTY SITES

MNJ's site contains links to other sites. MNJ is not responsible for the content or privacy practices of such other sites, and does not warrant or make any representation regarding the substance, quality, functionality, accuracy, fitness, merchantability or any other representation regarding any other site. The conditions of use and/or privacy policy for any other site may differ substantially from the terms and conditions applicable hereunder.

### CHOICE/OPT-OUT

Customer may opt-out of receiving communications from MNJ and its partners. To opt-out of receiving such communications, visit the Site at http://www.mnjtech.com, or by sending mail with your name and email address to the following postal address:

**MNJ Technologies Direct, Inc.**
**Attn: MNJ Technologies Direct, Inc. Unsubscribe**
**PO Box 7461**
**Buffalo Grove, IL 60089**

First Due Communications
520 Spring St
Fort Wayne, IN  46808-3232
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-26250

**DATE** 09/08/2026 **TERMS** Net 30

**DUE DATE** 10/08/2026

**SHIP DATE**
09/08/2026

**TITLE**
Durango Upfit - Labor

| DATE | ACTIVITY | DESCRIPTION | QTY | RATE | AMOUNT |
|---|---|---|---|---|---|
| | **Install Labor** | Installation of x4 full upfits on 2026 Durango.<br><br>Radio trade in discount @ bottom. | 1 | 19,740.00 | 19,740.00T |
| | **Shop Supplies** | | 4 | 350.00 | 1,400.00T |

| | |
|---|---|
| SUBTOTAL | 21,140.00 |
| DISCOUNT | -5,250.00 |
| TAX | 0.00 |
| TOTAL | 15,890.00 |
| TOTAL DUE | **$15,890.00** |

| | | |
|---|---|---|
| Effective Date: 09/01/2026 | Last Updated: 09/15/2026 | Changed By: Chief J. Krueger |

# NEW HAVEN POLICE DEPARTMENT
## Reporting for Duty

### I. PURPOSE

The purpose of this policy is to establish uniform requirements for when officers shall report for duty and the equipment they shall have available and ready before beginning their assigned shift.

### II. POLICY

All officers shall report for duty sufficiently early to prepare for their assignment, inspect required equipment, review relevant information, and be ready to begin their assigned duties at the scheduled start of their shift.

Officers shall not consider their arrival at the police department to be the beginning of their preparation time. Officers are expected to arrive with sufficient time to complete all required pre-shift responsibilities.

### III. Reporting Time

- Officers shall report to their assigned duty location by the beginning of their shift.
- Officers may clock in up to seven minutes before their shift starts without prior autorotation.
- Officers are permitted to call on early without prior authorization for emergency calls, (priority one calls).
- Officers shall be dressed in their required uniform and shall have all required duty equipment available and operational before the start of their shift.
- Officers shall be present and prepared to assume their assigned duties at their scheduled start time within the incorporated city limits of New Haven.
- Officers shall not use the beginning of their scheduled shift to obtain equipment, change into uniform, complete personal preparations or perform other activities that should reasonably have been completed before the shift.
- Officers who anticipate being late shall notify the appropriate supervisor as soon as reasonably possible and profile and estimated arrival time.
- Any overtime must be approved by a supervisor; any overtime must be documented by the employee with notes in the current timekeeping software. Any overtime that does not have a notation will be unapproved.

## IV. Pre-Shift Responsibilities

Before Beginning duty, officers shall:

1. Check for department messages, alerts, and relevant roll-call information.
2. Inspect their assigned vehicle.
3. Inspect required safety and communications equipment.
4. Ensure issued equipment is properly secured and functioning.
5. Report any missing, damaged, or malfunctioning equipment to a supervisor before beginning their shift.

## V. Required Duty Equipment.

Unless otherwise authorized by a supervisor or specific assignment, officers shall report for duty with the equipment required for their position and assignment.

- Department approved uniform.
- Department issued vest.
- Department identifications and badge.
- Department approved duty belt or equipment carrier.
- Portable police radio and required accessories.
- Flashlight.
- Handcuffs and approved restraints.
- Body worn camera, per body worn camera policy.
- Conducted energy weapon if issued.
- Personal protective equipment (gloves, face mask)
- Notepad, paper and pens.
- Department issued citation book if computer/printer is not working.
- Digital Camera.

## VI. Firearm and related equipment.

Officers shall have their department issued firearm and required supporting equipment in accordance with the firearms policy.

Officers shall inspect their firearm and related equipment in a safe manner and shall immediately report any malfunction, damaged or missing equipment to their supervisor.

## VII. Personal Responsibility

Each officer is responsible for ensuring that their assigned equipment is properly maintained, secured and ready for use.

Officers shall not rely solely on another employee to ensure that their required personal equipment is present and operational.

## VIII. Supervisory Responsibility

Supervisors shall ensure that the officers are reporting for duty in accordance with this policy and are properly equipped for their assignments.

Supervisors shall address tardiness, failure to addend required briefing, or failure to maintain required equipment.

## IX. Exceptions

The Chief of Police or designee may establish different reporting or equipment requirements for specialized assignments, special events, emergency operations, training, court appearances, overtime assignments, or other circumstances.

## X. Compliance

Failure to comply with this policy may result in corrective or disciplinary action consistent with this departments policy. Violations under this policy will fall under Neglect of Duty or Incompetence.