



**BOARD OF COMMISSIONERS OF THE COUNTY OF
ALLEN**

**Council Chambers Courtroom - Citizens Square
200 East Berry St, Suite 035, Fort Wayne IN 46802
*Richard E. Beck, Therese M. Brown, Ronald W. Turpin***

LEGISLATIVE SESSION

February 20, 2026

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

3. ITEMS FOR CONSIDERATION:

- 3.a. Consideration of the minutes of the February 13, 2026, legislative session.
- 3.b. Consideration of claims submitted for the period of February 10 to 17, 2026 in the amount of \$7,485,113.73.

Documents:

[02102026-02172026.XLSX](#)

- 3.c. Consideration of Change Order #1 and Final for 2025 Concrete Street Repairs, Oak Grove Villas and Oak Grove Ext Subdivisions with #02-2025 AC #0800125-0800425 with Milestone Contracts LP for a decrease of \$43,958.18.

Documents:

[CO OAK GROVE VILLAS.PDF](#)

- 3.d. Consideration of Project Acceptance for final contract amount of \$840,188.10 to Milestone Contracts LP for Oak Grove Villas and Oak Grove Ext Subdivisions #02-2025.

Documents:

[PA OAK GROVE.PDF](#)

- 3.e. Consideration of Change Order #1 and Final for 2025 Concrete Street Repairs, Carriage Cove Subdivision Bid #04-2025 AC #0800525 with Milestone Contracts LP for a decrease of \$40,057.75.

Documents:

[CO CARRIAGE COVE.PDF](#)

- 3.f. Consideration of Project Acceptance for final contract amount of \$393,981.79 to Milestone Contracts LP for Carriage Cove Subdivision #04-2025.

Documents:

[PA CARRIAGE COVE.PDF](#)

- 3.g. Consideration of Change Order #1 and Final for 2025 Traffic Marking with Victory Trucking and Supply Inc. and Three Rivers Barricade & Equipment Co. Bid #07-2022 AC #0002725 for an increase of \$59,928.30.

Documents:

[CO TRAFFIC MARKING.PDF](#)

- 3.h. Consideration of Project Acceptance of 2025 Traffic Marking for a total of \$574,338.30 to Victory Trucking and Supply Inc. and Three Rivers Barricade & Equipment Co.

Documents:

[PA TRAFFIC MARKING.PDF](#)

- 3.i. Consideration of bid award letter of recommendation for API Construction Corp. for Conners Rd culvert replacement AC# 1500226, at a cost not to exceed \$166,750.00.

Documents:

[CONNER RD AWARD.PDF](#)

- 3.j. Consideration of LPA agreement with Engineering Resources Inc. for Un-Signalized Intersections sign and marking visibility improvements on various roads within Allen County Project #0003924, not to exceed \$49,200.00.

Documents:

[ERI LPA.PDF](#)

- 3.k. Consideration of agreement with InDOT LPA contract to reimburse the county 80% for the county wide bridge inspections.

Documents:

[INDOT BRIDGE INSPECTIONS.PDF](#)

- 3.l. Consideration of construction inspection and construction reimbursement agreement with InDOT for Van Zile Rd Br #32, at an expected cost of \$2,673,840.00.

Documents:

[INDOT VAN ZILE BRIDGE.PDF](#)

- 3.m. Consideration of construction inspection and reimbursement agreement with InDOT for Hamilton Rd Bridge #242.

Documents:

[INDOT HAMILTON RD BRIDGE.PDF](#)

- 3.n. Consideration of Construction Engineering Services and construction of Monroeville/ Wayne Trace Roundabout project reimbursement agreement with InDOT for \$1,385,865.00.

Documents:

[MONROEVILLE INTERSECTION.PDF](#)

- 3.o. Consideration of Supplemental Agreement #1 with DLZ for Arcola Rd project ARPA0723, not to exceed \$19,598.50 for additional services.

Documents:

[DLZ SUPPLEMENT.PDF](#)

- 3.p. Consideration of Amended construction agreement with InDOT for Monroeville Rd Bridge #277 over Hoffman Drain for an additional \$8,000, which increased the agreement amount of \$1,176,800.

Documents:

[MONROEVILLE RD BRIDGE REPLACEMENT.PDF](#)

- 3.q. Consideration of InDOT report of final inspection and recommendation of acceptance for Slusher Rd bridge #141 over Edgerton-Carson Drain Project #B-42842 for AC Project #0100419.

Documents:

[INDOT FINAL SLUSHER RD.PDF](#)

- 3.r. Consideration of InDOT report of final inspection and recommendation of acceptance for Bass Rd bridge #82 Project #B-42229 for AC Project #0400119.

Documents:

[INDOT FINAL BASS.PDF](#)

- 3.s. Consideration of preliminary engineering agreement for Antwerp Rd Drainage Improvements with Apex Consulting & Surveying Inc., not to exceed \$17,750.00.

Documents:

[ANTWERP RD ENGINEERING.PDF](#)

- 3.t. Consideration of opioid fund grant agreement with Allen County Jail Chaplaincy, Inc. for administration of substance abuse counseling program at the Allen County Jail.

Documents:

JAIL CHAPLAIN - PROJECT DESCRIPTION.PDF
JAIL CHAPLAIN OPIOID FUND GRANT.PDF

3.t.i. Consideration Of Amendment To The Travel & Reimbursement Policy.

Documents:

TRAVEL AND REIMBURSEMENT POLICY (02202026).PDF

3.u. Receive update on developments in Allen County Fire Protection District.

4. **OTHER BUSINESS:**

5. **APPROVAL TO WAIVE THE 2ND READING ON ANY MATTER FOR WHICH
IT MAY BE DEEMED NECESSARY FOR TODAY'S LEGISLATIVE SESSION.**

6. **COMMENTS FROM THE PUBLIC:**

7. **MOTION TO ADJOURN:**

ACCOUNTS PAYABLE VOUCHER REGISTER

County

Governmental Unit

County of Allen, Indiana

Agency

For Period February 10 to 17, 2026

Pages 1 of 21 pages

DATE FILED	VOUCHER NUMBER	NAME OF CLAIMANT	OFFICE, DEPARTMENT OR FUND	AMOUNT OF VOUCHER	AMOUNT ALLOWED	WARRANT NUMBER	MEMORANDUM
1/16/2026	2026-001149	GORDON FOOD SERVICE	Sheriff's Office	\$6,305.90	\$6,305.90	148830	
1/16/2026	2026-001199	VERIZON WIRELESS LLC *	Public Defender	\$77.27	\$77.27	148874	
1/20/2026	2026-001278	HALLS GAS HOUSE	Superior Court	\$928.00	\$928.00	776337	
1/21/2026	2026-001452	JP MORGAN CHASE COMMERCIAL CARD	Purchasing	\$757.07	\$757.07	148877	
1/23/2026	2026-001576	CINTAS FIRST AID & SAFETY (EFT)	Highway	\$427.95	\$427.95	148809	
1/26/2026	2026-001655	RIDGE COMPANY AUTOMOTIVE (EFT)	Environmental Management	\$159.55	\$159.55	148761	
1/26/2026	2026-001664	JP MORGAN CHASE COMMERCIAL CARD	Environmental Management	\$63.00	\$63.00	148877	
1/26/2026	2026-001686	CHARM-TEX INC (EFT)	Sheriff's Office	\$509.40	\$509.40	776342	
1/26/2026	2026-001687	USFAT LLC	Sheriff's Office	\$1,092.55	\$1,092.55	776363	
1/27/2026	2026-001701	MACYS AUTO PARTS (EFT)	Parks	\$35.84	\$35.84	148749	
1/27/2026	2026-001729	JP MORGAN CHASE COMMERCIAL CARD	Coroner's Office	\$1,000.00	\$1,000.00	148877	
1/27/2026	2026-001738	ODP BUSINESS SOLUTIONS, LLC	Youth Services Center	\$118.19	\$118.19	148848	
1/27/2026	2026-001774	AQUA SYSTEMS	Sheriff's Office	\$64.10	\$64.10	776338	
1/27/2026	2026-001775	SUMMIT FOOD SERVICE MANAGEMENT	Community Corrections	\$16,156.83	\$16,156.83	776345	
1/27/2026	2026-001789	FIDLAR TECHNOLOGIES INC (EFT)	Recorder's Office	\$4,677.29	\$4,677.29	148822	
1/27/2026	2026-001790	GEARHEAD DESIGN, LLC	Recorder's Office	\$1,000.00	\$1,000.00	776353	
1/27/2026	2026-001791	ODP BUSINESS SOLUTIONS, LLC	Recorder's Office	\$169.75	\$169.75	148848	
1/27/2026	2026-001818	CONTEMPORARY SERVICES CORPORATI	Memorial Coliseum	\$5,679.48	\$5,679.48	148847	
1/28/2026	2026-001823	BIG C LUMBER CO (EFT)	Commissioners' Office	\$545.55	\$545.55	148818	
1/28/2026	2026-001826	ENOTICE	Planning Services	\$73.44	\$73.44	148846	
1/28/2026	2026-001828	ATTORNEYS TITLE GROUP INC (EFT)	Auditor's Office	\$5,850.00	\$5,850.00	148778	
1/28/2026	2026-001831	CLARK DIETZ INC (EFT)	Highway	\$715.00	\$715.00	148825	
1/28/2026	2026-001832	LOCHMUELLER GROUP INC	Highway	\$1,418.92	\$1,418.92	776346	
1/28/2026	2026-001833	LOCHMUELLER GROUP INC	Highway	\$1,871.50	\$1,871.50	776346	
1/28/2026	2026-001834	THREE RIVERS BARRICADE &	Highway	\$203,668.41	\$203,668.41	776331	
1/28/2026	2026-001835	TRANE	Commissioners' Office	\$93.00	\$93.00	776332	
1/28/2026	2026-001836	ODP BUSINESS SOLUTIONS, LLC	Maintenance	\$25.00	\$25.00	148848	
1/28/2026	2026-001839	ESI LEGACY HOLDCO, INC	Commissioners' Office	\$2,500.00	\$2,500.00	776357	
1/28/2026	2026-001840	FLEX TECHNOLOGY GROUP LLC	Recorder's Office	\$220.00	\$220.00	776367	

1/28/20262026-001841	ARROW FENCE COMPANY (EFT)	Commissioners' Office	\$4,995.00	\$4,995.00	148737
1/28/20262026-001842	Lose, Amy	Commissioners' Office	\$500.00	\$500.00	776371
1/28/20262026-001843	Dillie, Maxie	Commissioners' Office	\$500.00	\$500.00	776372
1/28/20262026-001844	CANON SOLUTIONS AMERICA (EFT)	Human Resources	\$110.56	\$110.56	776336
1/28/20262026-001845	DICTATING & TIME SYSTEMS (EFT)	Juvenile Center	\$225.50	\$225.50	148741
1/28/20262026-001846	BOB BARKER COMPANY INC (EFT)	Juvenile Center	\$687.00	\$687.00	148742
1/28/20262026-001847	ULINE INC (EFT)	Juvenile Center	\$82.09	\$82.09	148769
1/28/20262026-001848	JOHNSTONE SUPPLY OF DETROIT	Juvenile Center	\$276.82	\$276.82	149014
1/28/20262026-001849	NORTH SIDE PLUMBING & HTG (EFT)	Juvenile Center	\$73.80	\$73.80	148753
1/28/20262026-001850	STERICYCLE, INC.	Juvenile Center	\$35.94	\$35.94	776452
1/28/20262026-001851	ADAMS REMCO INC *(EFT)	Juvenile Center	\$137.55	\$137.55	776334
1/28/20262026-001852	ARAB TERMITE & PEST CONTROL (EFT)	Juvenile Center	\$75.00	\$75.00	148736
1/28/20262026-001853	AMERICAN REDCROSS-HEALTH&SAFETY	Juvenile Center	\$126.00	\$126.00	148820
1/28/20262026-001854	HARMEYER LAW FIRM (EFT)	Juvenile Center	\$780.00	\$780.00	148812
1/28/20262026-001855	RIDGE COMPANY AUTOMOTIVE (EFT)	Maintenance	\$216.14	\$216.14	148761
1/28/20262026-001856	TRULAND EQUIPMENT, LLC	Maintenance	\$130.97	\$130.97	148852
1/28/20262026-001857	TRANE	Commissioners' Office	\$2,139.80	\$2,139.80	776332
1/28/20262026-001858	WA JONES	Commissioners' Office	\$311.37	\$311.37	776370
1/28/20262026-001859	Tarney, Kathryn	Commissioners' Office	\$500.00	\$500.00	776373
1/28/20262026-001860	Sheppard, Sarah	Commissioners' Office	\$500.00	\$500.00	776374
1/28/20262026-001862	Williams, Winston	Commissioners' Office	\$500.00	\$500.00	776375
1/28/20262026-001863	Repkie, Marsha	Commissioners' Office	\$500.00	\$500.00	776376
1/28/20262026-001865	McDaniel, David	Commissioners' Office	\$500.00	\$500.00	776377
1/28/20262026-001866	AQUA SYSTEMS	Sheriff's Office	\$48.90	\$48.90	776338
1/28/20262026-001868	ERGOTECH CONTROLS LLC	Sheriff's Office	\$291.00	\$291.00	776364
1/29/20262026-001886	EXPERIAN MARKETING SOLUTIONS (EFT)	Information Technology	\$9,932.06	\$9,932.06	148814
1/29/20262026-001887	INTERNATIONAL ROAD DYNAMICS	NIRCC	\$2,510.16	\$2,510.16	148816
1/29/20262026-001888	ARAB TERMITE & PEST CONTROL (EFT)	Maintenance	\$35.00	\$35.00	148736
1/29/20262026-001890	ENOTICE	Planning Services	\$225.18	\$225.18	148846
1/29/20262026-001891	ARAB TERMITE & PEST CONTROL (EFT)	Maintenance	\$35.00	\$35.00	148736
1/29/20262026-001892	NOWAK SUPPLY CO INC (EFT)	Sheriff's Office	\$49.97	\$49.97	148754
1/29/20262026-001893	ARAB TERMITE & PEST CONTROL (EFT)	Maintenance	\$35.00	\$35.00	148736
1/29/20262026-001894	ARAB TERMITE & PEST CONTROL (EFT)	Maintenance	\$35.00	\$35.00	148736
1/29/20262026-001895	ARAB TERMITE & PEST CONTROL (EFT)	Maintenance	\$35.00	\$35.00	148736
1/28/20262026-001896	JP MORGAN CHASE COMMERCIAL CARD	Human Resources	\$150.00	\$150.00	148877
1/29/20262026-001897	ARAB TERMITE & PEST CONTROL (EFT)	Maintenance	\$35.00	\$35.00	148736
1/29/20262026-001899	ODP BUSINESS SOLUTIONS, LLC	Sheriff's Office	\$151.35	\$151.35	148848
1/29/20262026-001900	ARAB TERMITE & PEST CONTROL (EFT)	Maintenance	\$35.00	\$35.00	148736
1/29/20262026-001901	ARAB TERMITE & PEST CONTROL (EFT)	Maintenance	\$35.00	\$35.00	148736

1/29/2026	2026-001902	ARAB TERMITE & PEST CONTROL (EFT)	Commissioners' Office	\$35.00	\$35.00	148736
1/29/2026	2026-001903	ARAB TERMITE & PEST CONTROL (EFT)	Maintenance	\$35.00	\$35.00	148736
1/29/2026	2026-001904	REAL CLEAN (EFT)	Commissioners' Office	\$110.00	\$110.00	148826
1/29/2026	2026-001905	REAL CLEAN (EFT)	Commissioners' Office	\$25.00	\$25.00	148826
1/29/2026	2026-001906	REAL CLEAN (EFT)	Commissioners' Office	\$25.00	\$25.00	148826
1/29/2026	2026-001907	REAL CLEAN (EFT)	Commissioners' Office	\$175.00	\$175.00	148826
1/29/2026	2026-001908	REAL CLEAN (EFT)	Commissioners' Office	\$50.00	\$50.00	148826
1/29/2026	2026-001909	REAL CLEAN (EFT)	Commissioners' Office	\$25.00	\$25.00	148826
1/29/2026	2026-001910	REAL CLEAN (EFT)	Commissioners' Office	\$50.00	\$50.00	148826
1/29/2026	2026-001911	REAL CLEAN (EFT)	Commissioners' Office	\$125.00	\$125.00	148826
1/29/2026	2026-001913	JP MORGAN CHASE COMMERCIAL CARD	Prosecutor's Office	\$910.18	\$910.18	148877
1/29/2026	2026-001914	JANITORS SUPPLY CO INC * (EFT)	Maintenance	\$2,369.50	\$2,369.50	148746
1/29/2026	2026-001917	CONNOLLYS DO-IT-BEST (EFT)	Maintenance	\$138.68	\$138.68	148797
1/29/2026	2026-001921	ADVANCED SYSTEMS GROUPS (EFT)	Commissioners' Office	\$780.00	\$780.00	148787
1/29/2026	2026-001922	WATER SCIENCES INC (EFT)	Commissioners' Office	\$719.05	\$719.05	148726
1/29/2026	2026-001923	IMPERIAL DADE	Maintenance	\$3,138.20	\$3,138.20	776352
1/29/2026	2026-001941	CINTAS CORPORATION (EFT)	Maintenance	\$150.00	\$150.00	148751
1/29/2026	2026-001944	SCHENKEL CONSTRUCTION (EFT)	Commissioners' Office	\$48,601.80	\$48,601.80	148795
1/29/2026	2026-001946	JOHNSTONE SUPPLY OF DETROIT	Parks	\$320.36	\$320.36	148849
1/29/2026	2026-001947	GRAYBAR * (EFT)	Commissioners' Office	\$2,627.74	\$2,627.74	148744
1/29/2026	2026-001950	JP MORGAN CHASE COMMERCIAL CARD	Human Resources	\$101.20	\$101.20	148877
1/30/2026	2026-001959	INDIANA DEPT OF TRANSPORTATION (EFT)	Highway	\$2,000.00	\$2,000.00	148730
1/30/2026	2026-001961	CENTRAL SUPPLY CO INC (EFT)	Maintenance	\$92.45	\$92.45	148739
1/30/2026	2026-001963	LEE SUPPLY CORP-FT WAYNE (EFT)	Commissioners' Office	\$38.37	\$38.37	148813
1/30/2026	2026-001964	KOEHLINGER SECURITY TECH (EFT)	Maintenance	\$28.00	\$28.00	148747
1/30/2026	2026-001965	HELMER SCIENTIFIC (EFT)	Health	\$9,014.14	\$9,014.14	148828
1/30/2026	2026-001967	BRATEMANS INC (EFT)	Maintenance	\$310.96	\$310.96	148743
1/30/2026	2026-001968	E&B PAVING (EFT)	Highway	\$69,549.34	\$69,549.34	148771
1/30/2026	2026-001969	E&B PAVING (EFT)	Highway	\$383,979.42	\$383,979.42	148771
1/30/2026	2026-001970	E&B PAVING (EFT)	Highway	\$353,768.45	\$353,768.45	148771
1/30/2026	2026-001971	E&B PAVING (EFT)	Highway	\$232,265.01	\$232,265.01	148771
1/30/2026	2026-001972	E&B PAVING (EFT)	Highway	\$232,190.38	\$232,190.38	148771
1/30/2026	2026-001973	E&B PAVING (EFT)	Highway	\$124,231.59	\$124,231.59	148771
1/30/2026	2026-001974	E&B PAVING (EFT)	Highway	\$131,693.84	\$131,693.84	148771
1/30/2026	2026-001975	E&B PAVING (EFT)	Highway	\$27,558.76	\$27,558.76	148771
1/30/2026	2026-001976	E&B PAVING (EFT)	Highway	\$452,404.53	\$452,404.53	148771
1/30/2026	2026-001979	PURDUE UNIVERSITY	Auditor's Office	\$518.00	\$518.00	148756
1/30/2026	2026-001980	AG PLUS INC (EFT)	Highway	\$20,911.42	\$20,911.42	148734
1/30/2026	2026-001981	CERTIFIED LABORATORIES (EFT)	Highway	\$831.95	\$831.95	148740

1/30/2026	2026-001982	ELGIN MOLDED PLASTICS, LLC	Highway	\$4,825.85	\$4,825.85	148854
1/30/2026	2026-001983	ENOTICE	Highway	\$23.36	\$23.36	148846
1/30/2026	2026-001984	GRAINGER INC (EFT)	Highway	\$132.40	\$132.40	148745
1/30/2026	2026-001985	HAMMOND, STEVE D (EFT)	Highway	\$152.19	\$152.19	776344
1/30/2026	2026-001986	HAMMOND, STEVE D (EFT)	Highway	\$294.85	\$294.85	776344
1/30/2026	2026-001987	HEIDELBERG MATERIALS MIDWEST AGG	Highway	\$638.44	\$638.44	776330
1/30/2026	2026-001988	HEIDELBERG MATERIALS MIDWEST AGG	Highway	\$1,756.57	\$1,756.57	776330
1/30/2026	2026-001989	HEIDELBERG MATERIALS MIDWEST AGG	Highway	\$1,475.79	\$1,475.79	776330
1/30/2026	2026-001990	HEIDELBERG MATERIALS MIDWEST AGG	Highway	\$393.91	\$393.91	776330
1/30/2026	2026-001991	HEIDELBERG MATERIALS MIDWEST AGG	Highway	\$1,752.45	\$1,752.45	776330
1/30/2026	2026-001992	HEIDELBERG MATERIALS MIDWEST AGG	Highway	\$306.94	\$306.94	776330
1/30/2026	2026-001993	HEIDELBERG MATERIALS MIDWEST AGG	Highway	\$565.05	\$565.05	776330
1/30/2026	2026-001994	HEIDELBERG MATERIALS MIDWEST AGG	Highway	\$352.34	\$352.34	776330
1/30/2026	2026-001995	HEIDELBERG MATERIALS MIDWEST AGG	Highway	\$573.14	\$573.14	776330
1/30/2026	2026-001996	HEIDELBERG MATERIALS MIDWEST AGG	Highway	\$749.39	\$749.39	776330
1/30/2026	2026-001997	HEIDELBERG MATERIALS MIDWEST AGG	Highway	\$1,524.32	\$1,524.32	776330
1/30/2026	2026-001998	LAWSON PRODUCTS INC (EFT)	Highway	\$1,321.89	\$1,321.89	148724
1/30/2026	2026-001999	MICHIGAN TECHNOLOGICAL UNIVERSITY	Highway	\$1,495.00	\$1,495.00	148850
1/30/2026	2026-002000	NAPA AUTO PARTS COLISEUM BVD (EFT)	Highway	-\$5.77	-\$5.77	148900
1/30/2026	2026-002001	NAPA AUTO PARTS COLISEUM BVD (EFT)	Highway	-\$18.72	-\$18.72	148900
1/30/2026	2026-002002	AUTOMOTIVE INDUSTRIAL SUPPLY(EFT)	Highway	\$51.85	\$51.85	148738
1/30/2026	2026-002003	SELKING INTERNATIONAL (EFT)	Highway	\$375.00	\$375.00	148786
1/30/2026	2026-002004	SELKING INTERNATIONAL (EFT)	Highway	\$752.66	\$752.66	148786
1/30/2026	2026-002005	SELKING INTERNATIONAL (EFT)	Highway	\$1,526.87	\$1,526.87	148786
1/30/2026	2026-002006	SPECIALTIES COMPANY LLC (EFT)	Highway	\$2,575.00	\$2,575.00	148808
1/30/2026	2026-002007	WAYNE PIPE & SUPPLY INC (EFT)	Highway	\$16.04	\$16.04	148760
1/30/2026	2026-002008	BOBCAT OF FORT WAYNE (EFT)	Parks	\$69.89	\$69.89	148792
1/30/2026	2026-002009	UNITED ART AND EDUCATION INC (EFT)	Parks	\$18.59	\$18.59	148727
1/30/2026	2026-002010	JP MORGAN CHASE COMMERCIAL CARD	Environmental Managemen	\$2.80	\$2.80	148877
1/30/2026	2026-002011	JP MORGAN CHASE COMMERCIAL CARD	Environmental Managemen	\$99.00	\$99.00	148877
2/1/2026	2026-002012	PETRO REPORTING SERVICE (EFT)	Public Defender	\$197.75	\$197.75	148780
2/1/2026	2026-002013	SPANICUS LLC (EFT)	Public Defender	\$1,740.30	\$1,740.30	148773
2/1/2026	2026-002014	PETRO REPORTING SERVICE (EFT)	Public Defender	\$150.00	\$150.00	148780
2/2/2026	2026-002015	SPANICUS LLC (EFT)	Superior Court	\$549.90	\$549.90	148773
2/2/2026	2026-002016	LANGUAGE LINE SERVICES (EFT)	Superior Court	\$678.80	\$678.80	148810
2/2/2026	2026-002017	DAVID LOMBARD PHD LLC (EFT)	Superior Court	\$1,350.00	\$1,350.00	148806
2/2/2026	2026-002018	HARMEYER LAW FIRM (EFT)	Superior Court	\$500.00	\$500.00	148812
2/2/2026	2026-002019	ADAMS, NICHOLAS A (EFT)	Superior Court	\$300.00	\$300.00	148796
2/2/2026	2026-002020	HALLS GAS HOUSE	Superior Court	\$679.00	\$679.00	776337

2/2/20262026-002021	KENDEL ENTERPRISES INC	Superior Court	\$49.05	\$49.05	148853
2/2/20262026-002022	JACK LAURIE GROUP (EFT)	Superior Court	\$8,150.00	\$8,150.00	148765
2/2/20262026-002023	CLUB SODA	Superior Court	\$400.80	\$400.80	148844
2/2/20262026-002024	JOLEY LAW FIRM PC (EFT)	Superior Court	\$1,380.50	\$1,380.50	148839
2/2/20262026-002025	ODP BUSINESS SOLUTIONS, LLC	Superior Court	\$1,789.30	\$1,789.30	148848
2/2/20262026-002026	HELMKE BEAMS LLP	Superior Court	\$100.00	\$100.00	148732
2/2/20262026-002027	MCELROY, NATHAN (EFT)	Superior Court	\$400.00	\$400.00	148815
2/2/20262026-002028	LEONARD HAMMOND THOMA & (EFT)	Superior Court	\$200.00	\$200.00	148758
2/2/20262026-002029	JOLEY LAW FIRM PC (EFT)	Superior Court	\$375.00	\$375.00	148839
2/2/20262026-002030	ODP BUSINESS SOLUTIONS, LLC	Superior Court	\$1,108.65	\$1,108.65	148848
2/2/20262026-002031	HARMEYER LAW FIRM (EFT)	Superior Court	\$500.00	\$500.00	148812
2/2/20262026-002032	MENTAL HEALTH AMERICA OF NE IN(EFT)	Superior Court	\$6,250.00	\$6,250.00	148811
2/2/20262026-002033	RICOH USA INC (EFT)	Superior Court	\$2.48	\$2.48	148859
2/2/20262026-002034	LEONARD HAMMOND THOMA & (EFT)	Superior Court	\$25.00	\$25.00	148758
2/2/20262026-002035	FREW LAW OFFICE (EFT)	Superior Court	\$100.00	\$100.00	148821
2/2/20262026-002036	HARMEYER LAW FIRM (EFT)	Superior Court	\$725.00	\$725.00	148812
2/2/20262026-002037	HARMEYER LAW FIRM (EFT)	Superior Court	\$100.00	\$100.00	148812
2/2/20262026-002038	STUCKY LAUER & YOUNG LLP (EFT)	Superior Court	\$875.00	\$875.00	148833
2/2/20262026-002039	STUCKY LAUER & YOUNG LLP (EFT)	Superior Court	\$575.00	\$575.00	148833
2/2/20262026-002040	STUCKY LAUER & YOUNG LLP (EFT)	Superior Court	\$400.00	\$400.00	148833
2/2/20262026-002041	RUDE, ALISA	Superior Court	\$1,100.00	\$1,100.00	148784
2/2/20262026-002042	RUDE, ALISA	Superior Court	\$100.00	\$100.00	148784
2/2/20262026-002043	SOCRATIC PARENTING LLC (EFT)	Superior Court	\$1,500.00	\$1,500.00	148829
2/2/20262026-002044	SOCRATIC PARENTING LLC (EFT)	Superior Court	\$150.00	\$150.00	148829
2/2/20262026-002045	CHRISTOFF & CHRISTOFF ATTY (EFT)	Superior Court	\$500.00	\$500.00	148725
2/2/20262026-002046	ALLEN, THOMAS C (EFT)	Superior Court	\$800.00	\$800.00	148774
2/2/20262026-002047	ALLEN, THOMAS C (EFT)	Superior Court	\$275.00	\$275.00	148774
2/2/20262026-002048	SZCZEPKOWSKI LAW LLC	Superior Court	\$210.00	\$210.00	148856
2/2/20262026-002049	MYERS & WALLACE LLP	Superior Court	\$500.00	\$500.00	148841
2/2/20262026-002056	JP MORGAN CHASE COMMERCIAL CARD	Commissioners' Office	\$351.95	\$351.95	148877
2/2/20262026-002059	VERIPIC INC (EFT)	Sheriff's Office	\$6,778.00	\$6,778.00	148824
2/2/20262026-002060	ABM ONSITE SERVICES MIDWEST INC	Election Board	\$8.00	\$8.00	776445
2/2/20262026-002061	WEX BANK	Sheriff's Office	\$416.87	\$416.87	776350
2/2/20262026-002063	RICOH USA INC (EFT)	Sheriff's Office	\$116.71	\$116.71	148859
2/2/20262026-002064	COREMR LC	Sheriff's Office	\$1,350.00	\$1,350.00	148840
2/2/20262026-002065	AMAZON.COM SALES, INC	Sheriff's Office	\$145.00	\$145.00	776358
2/2/20262026-002066	INDIANA DRUG ENFORCEMENT (EFT)	Sheriff's Office	\$120.00	\$120.00	148766
2/2/20262026-002067	INDIANA STAMP COMPANY INC (EFT)	Sheriff's Office	\$38.50	\$38.50	148752
2/2/20262026-002068	QUALITY CORRECTIONAL CARE LLC (EFT)	Sheriff's Office	\$21,865.62	\$21,865.62	148834

2/2/2026	2026-002069	CANON SOLUTIONS AMERICA (EFT)	Sheriff's Office	\$1,226.52	\$1,226.52	776336
2/2/2026	2026-002070	FEDERAL RECORDS MGMT&SHREDDING	Public Defender	\$598.44	\$598.44	148805
2/2/2026	2026-002071	ODP BUSINESS SOLUTIONS, LLC	Public Defender	\$119.55	\$119.55	148848
2/2/2026	2026-002075	WAGNER ELECTRIC INC (EFT)	Commissioners' Office	\$2,111.50	\$2,111.50	148759
2/2/2026	2026-002076	FRANKLIN, LINDSAY (EFT)	Circuit Court	\$200.00	\$200.00	148835
2/2/2026	2026-002078	SCHENKELS DAIRY	Youth Services Center	\$83.26	\$83.26	148800
2/2/2026	2026-002079	GORDON FOOD SERVICE	Youth Services Center	\$1,679.15	\$1,679.15	148830
2/2/2026	2026-002080	WAGNER ELECTRIC INC (EFT)	Commissioners' Office	\$1,398.00	\$1,398.00	148759
2/2/2026	2026-002081	ADVANCED SYSTEMS GROUPS (EFT)	Commissioners' Office	\$280.00	\$280.00	148787
2/2/2026	2026-002082	JP MORGAN CHASE COMMERCIAL CARD	Health	\$1,242.00	\$1,242.00	148877
2/2/2026	2026-002089	UNITED PARCEL SERVICE (EFT)	Health	\$59.50	\$59.50	148782
2/2/2026	2026-002090	JH SPECIALTY INC	Juvenile Center	\$640.00	\$640.00	148823
2/2/2026	2026-002091	JP MORGAN CHASE COMMERCIAL CARD	Juvenile Center	\$179.40	\$179.40	148877
2/2/2026	2026-002093	ALL CHEM SOLUTIONS	Juvenile Center	\$191.09	\$191.09	148912
2/2/2026	2026-002094	JANITORS SUPPLY CO INC * (EFT)	Juvenile Center	\$1,690.72	\$1,690.72	148913
2/2/2026	2026-002095	LOWES * (EFT)	Juvenile Center	\$48.98	\$48.98	148870
2/2/2026	2026-002096	DIGIKEY ELECTRONICS	Juvenile Center	\$301.06	\$301.06	776465
2/2/2026	2026-002097	JP MORGAN CHASE COMMERCIAL CARD	Purchasing	\$48.60	\$48.60	148877
2/2/2026	2026-002098	SHERWIN WILLIAMS (EFT)	Juvenile Center	\$83.61	\$83.61	148938
1/29/2026	2026-002111	JP MORGAN CHASE COMMERCIAL CARD	Purchasing	\$13,672.27	\$13,672.27	148877
2/2/2026	2026-002112	SPANICUS LLC (EFT)	Juvenile Center	\$2,792.31	\$2,792.31	148932
1/29/2026	2026-002113	JP MORGAN CHASE COMMERCIAL CARD	Purchasing	\$2,422.79	\$2,422.79	148877
1/29/2026	2026-002114	JP MORGAN CHASE COMMERCIAL CARD	Purchasing	\$235.54	\$235.54	148877
2/2/2026	2026-002115	NIPSCO	Juvenile Center	\$12,946.12	\$12,946.12	776391
2/2/2026	2026-002116	COMCAST (EFT)	Juvenile Center	\$255.71	\$255.71	148873
2/2/2026	2026-002117	COMCAST (EFT)	Juvenile Center	\$255.71	\$255.71	148873
2/2/2026	2026-002118	ODP BUSINESS SOLUTIONS, LLC	Health	\$212.92	\$212.92	148848
2/2/2026	2026-002119	COMCAST (EFT)	Juvenile Center	\$316.85	\$316.85	148873
2/2/2026	2026-002120	ADAMS REMCO INC *(EFT)	Juvenile Center	\$5.36	\$5.36	776421
2/2/2026	2026-002121	ARAB TERMITE & PEST CONTROL (EFT)	Juvenile Center	\$75.00	\$75.00	148905
2/2/2026	2026-002122	LINDE GAS & EQUIPMENT INC. (EFT)	Juvenile Center	\$46.86	\$46.86	148974
2/2/2026	2026-002123	CINTAS CORPORATION (EFT)	Juvenile Center	\$209.38	\$209.38	148916
2/2/2026	2026-002124	SAFE HIRING SOLUTIONS (EFT)	Health	\$21.95	\$21.95	148793
2/2/2026	2026-002125	NOWAK SUPPLY CO INC (EFT)	Health	\$27.01	\$27.01	148754
2/2/2026	2026-002128	EXECUTIVE MANAGEMENT SRVCS (EFT)	Health	\$2,254.00	\$2,254.00	148785
2/2/2026	2026-002129	COMMUNITY TRANSPORTATION NETWC	Health	\$6,250.00	\$6,250.00	776356
2/2/2026	2026-002131	ATTORNEYS TITLE GROUP INC (EFT)	Auditor's Office	\$3,900.00	\$3,900.00	148778
2/2/2026	2026-002132	RICOH USA INC (EFT)	Sheriff's Office	\$228.60	\$228.60	148859
2/2/2026	2026-002134	ENOTICE	Highway	\$14.04	\$14.04	148846

2/2/2026	2026-002135	FORT WAYNE NEWSPAPERS-PBM SINGLI	Highway	\$169.00	\$169.00	776340
2/2/2026	2026-002136	GREAT LAKES CHLORIDE INC (EFT)	Highway	\$6,592.77	\$6,592.77	148807
2/2/2026	2026-002137	GREAT LAKES CHLORIDE INC (EFT)	Highway	\$6,946.20	\$6,946.20	148807
2/2/2026	2026-002148	MCMAHONS BEST-ONE (EFT)	Highway	\$1,227.54	\$1,227.54	148750
2/2/2026	2026-002149	MENARDS - SOUTHTOWN (EFT)	Highway	\$84.68	\$84.68	148819
2/2/2026	2026-002150	MENARDS - SOUTHTOWN (EFT)	Highway	\$72.97	\$72.97	148819
2/2/2026	2026-002151	MORTON SALT	Highway	\$25,717.80	\$25,717.80	148777
2/2/2026	2026-002152	NATIONAL OIL & GAS INC	Highway	\$306.00	\$306.00	148768
2/2/2026	2026-002153	ODP BUSINESS SOLUTIONS, LLC	Highway	\$28.47	\$28.47	148848
2/2/2026	2026-002154	REICHERT & KNEPP INC	Highway	\$250.00	\$250.00	148851
2/2/2026	2026-002155	STONE-STREET QUARRIES INC (EFT)	Highway	\$470.68	\$470.68	148757
2/2/2026	2026-002157	R L MCCOY INC	Highway	\$95,900.00	\$95,900.00	148861
2/2/2026	2026-002158	NORTHEAST INDIANA CISM	Homeland Security	\$3,000.00	\$3,000.00	776369
2/2/2026	2026-002160	CINTAS CORPORATION (EFT)	Purchasing	\$26.77	\$26.77	148751
2/2/2026	2026-002161	LASSUS BROS OIL INC (EFT)	Purchasing	\$54,603.01	\$54,603.01	148728
2/2/2026	2026-002162	A HOPE CENTER	Health	\$4,166.66	\$4,166.66	776361
2/2/2026	2026-002163	MACYS AUTO PARTS (EFT)	Memorial Coliseum	\$133.94	\$133.94	148749
2/2/2026	2026-002164	JANITORS SUPPLY CO INC * (EFT)	Memorial Coliseum	\$925.91	\$925.91	148746
2/2/2026	2026-002165	ODP BUSINESS SOLUTIONS, LLC	Memorial Coliseum	\$63.52	\$63.52	148848
2/2/2026	2026-002166	POWER COMPONENTS CORP (EFT)	Memorial Coliseum	\$651.27	\$651.27	148767
2/3/2026	2026-002168	MYERS & WALLACE LLP	Superior Court	\$200.00	\$200.00	148841
2/3/2026	2026-002169	ALLEN, THOMAS C (EFT)	Superior Court	\$175.00	\$175.00	148774
2/3/2026	2026-002170	CHRISTOFF & CHRISTOFF ATTY (EFT)	Superior Court	\$125.00	\$125.00	148725
2/3/2026	2026-002171	RUDE, ALISA	Superior Court	\$800.00	\$800.00	148784
2/3/2026	2026-002172	RUDE, ALISA	Superior Court	\$200.00	\$200.00	148784
2/3/2026	2026-002173	BONEFF JR, MATTHEW J	Superior Court	\$150.00	\$150.00	776360
2/3/2026	2026-002174	SHERWIN WILLIAMS (EFT)	Superior Court	\$55.00	\$55.00	148781
2/3/2026	2026-002175	RICOH USA INC (EFT)	Superior Court	\$79.75	\$79.75	148859
2/3/2026	2026-002176	HOWELL, MICHAEL W	Superior Court	\$2,579.73	\$2,579.73	148843
2/3/2026	2026-002177	RICOH USA INC (EFT)	Superior Court	\$18.65	\$18.65	148859
2/3/2026	2026-002178	MYERS & WALLACE LLP	Superior Court	\$25.00	\$25.00	148841
2/3/2026	2026-002179	HARMEYER LAW FIRM (EFT)	Superior Court	\$100.00	\$100.00	148812
2/3/2026	2026-002180	JOLEY LAW FIRM PC (EFT)	Superior Court	\$3,838.00	\$3,838.00	148839
2/3/2026	2026-002181	MID-AMERICAN SALT LLC (EFT)	Parks	\$499.80	\$499.80	776343
2/3/2026	2026-002182	LEO BUILDERS SUPPLY INC (EFT)	Parks	\$165.00	\$165.00	148748
2/3/2026	2026-002183	RESULTANT LLC	Information Technology	\$323,678.00	\$323,678.00	776349
2/3/2026	2026-002185	KINGS JOHN SERVICES (EFT)	Parks	\$175.00	\$175.00	148788
2/3/2026	2026-002186	CONVERGEONE INC (EFT)	Information Technology	\$280,672.08	\$280,672.08	148832
2/3/2026	2026-002188	JH SPECIALTY INC	Memorial Coliseum	\$4,400.00	\$4,400.00	148823

2/3/2026	2026-002189	CINTAS CORPORATION (EFT)	Memorial Coliseum	\$96.50	\$96.50	148751
2/3/2026	2026-002191	SEELY OFFICE SOLUTIONS (EFT)	Memorial Coliseum	\$3,835.71	\$3,835.71	148803
2/3/2026	2026-002192	UNIVERSAL PROTECTION SERVICE, LP	Commissioners' Office	\$4,196.57	\$4,196.57	776355
2/3/2026	2026-002193	HALLER & COLVIN (EFT)	Commissioners' Office	\$3,569.71	\$3,569.71	148723
2/3/2026	2026-002194	USI INSURANCE SERVICES LLC	Commissioners' Office	\$50.00	\$50.00	148827
2/3/2026	2026-002196	ALLEN COUNTY SERVICES DEPT	Commissioners' Office	\$406.00	\$406.00	776329
1/27/2026	2026-002197	NORTHEAST INDIANA INNOVATION (EFT)	Commissioners' Office	\$25,000.00	\$25,000.00	148804
2/3/2026	2026-002201	ARTS UNITED GREATER FT WAYNE (EFT)	Commissioners' Office	\$250,000.00	\$250,000.00	148729
2/3/2026	2026-002203	ARTS UNITED GREATER FT WAYNE (EFT)	Commissioners' Office	\$600,000.00	\$600,000.00	148729
2/3/2026	2026-002205	LLOYD ENTERPRISES I, LLC	Environmental Management	\$711.94	\$711.94	149010
2/3/2026	2026-002206	CORNELIUS SYSTEMS LLC (EFT)	Memorial Coliseum	\$986.00	\$986.00	148817
2/3/2026	2026-002207	DLZ INDIANA INC (EFT)	Commissioners' Office	\$2,100.00	\$2,100.00	148772
2/3/2026	2026-002208	MSKTD & ASSOCIATES INC (EFT)	Commissioners' Office	\$4,310.00	\$4,310.00	148775
2/3/2026	2026-002209	CINTAS CORPORATION (EFT)	Commissioners' Office	\$26.90	\$26.90	148751
2/3/2026	2026-002210	INDIANA DEPT OF WORKFORCE	Auditor's Office	\$2,840.19	\$2,840.19	776406
2/3/2026	2026-002212	INDIANA MUNICIPAL LAWYERS ASSOC	Commissioners' Office	\$85.00	\$85.00	776339
2/3/2026	2026-002213	H&H SALES COMPANY INC (EFT)	Sheriff's Office	\$11,840.00	\$11,840.00	148731
2/3/2026	2026-002214	JUSTICE PACKAGING CORP (EFT)	Sheriff's Office	\$6,300.00	\$6,300.00	776333
2/3/2026	2026-002215	TRINITY SERVICES GROUP INC	Sheriff's Office	\$126,446.86	\$126,446.86	148842
2/3/2026	2026-002216	ODP BUSINESS SOLUTIONS, LLC	Adult Probation	\$758.83	\$758.83	148848
2/3/2026	2026-002217	FEDERAL RECORDS MGMT&SHREDDING	Adult Probation	\$117.72	\$117.72	148805
2/3/2026	2026-002218	HALLER & COLVIN (EFT)	Commissioners' Office	\$17,320.13	\$17,320.13	148723
2/3/2026	2026-002219	SOBER PEER, LLC	Adult Probation	\$1,500.00	\$1,500.00	776359
2/3/2026	2026-002220	RICOH USA INC (EFT)	Environmental Management	\$60.03	\$60.03	149029
2/3/2026	2026-002221	REDWOOD TOXICOLOGY LABORATORY (A	Adult Probation	\$3,278.08	\$3,278.08	148791
2/3/2026	2026-002222	HUNTERTOWN UTILITIES	Environmental Management	\$31.56	\$31.56	148871
2/3/2026	2026-002223	TRI-COUNTY WATER CONDITIONING INC	Environmental Management	\$7.00	\$7.00	149026
2/3/2026	2026-002224	KONICA MINOLTA BUSINESS SOLUTIONS	Sheriff's Office	\$89.70	\$89.70	776341
2/2/2026	2026-002226	AG PLUS INC (EFT)	Memorial Coliseum	\$2,561.08	\$2,561.08	148734
1/27/2026	2026-002227	AUTOZONE INC	Purchasing	\$162.86	\$162.86	776335
2/3/2026	2026-002229	Halsey, Sheila	Commissioners' Office	\$500.00	\$500.00	776378
2/3/2026	2026-002230	Wagley, Irene	Commissioners' Office	\$500.00	\$500.00	776379
2/3/2026	2026-002231	Hickman, John	Commissioners' Office	\$500.00	\$500.00	776380
2/3/2026	2026-002232	AUTOVALUE	Purchasing	\$234.60	\$234.60	148845
2/3/2026	2026-002233	Bock, Terri	Commissioners' Office	\$500.00	\$500.00	776381
2/3/2026	2026-002234	ANTHONY MOTOR PARTS CORP (EFT)	Purchasing	\$2,788.72	\$2,788.72	148735
2/3/2026	2026-002235	BLACKSTONE LABS (EFT)	Purchasing	\$74.00	\$74.00	148733
2/3/2026	2026-002236	KELLEY CHEVROLET (EFT)	Purchasing	\$2,013.95	\$2,013.95	148776
2/3/2026	2026-002239	ODP BUSINESS SOLUTIONS, LLC	Health	\$354.91	\$354.91	148848

2/3/2026	2026-002240	SYNERG SOLUTIONS LLC	Youth Services Center	\$1,400.00	\$1,400.00	776362
2/3/2026	2026-002241	LEE SUPPLY CORP-FT WAYNE (EFT)	Youth Services Center	\$9.95	\$9.95	148813
2/3/2026	2026-002242	KENDALL ELECTRIC INC (EFT)	Purchasing	\$446.87	\$446.87	148789
2/3/2026	2026-002243	CIVICPLUS, LLC	Commissioners' Office	\$26,027.40	\$26,027.40	776351
2/3/2026	2026-002244	CIVICPLUS, LLC	Commissioners' Office	\$7,278.45	\$7,278.45	776351
2/3/2026	2026-002245	NOWAK SUPPLY CO INC (EFT)	Memorial Coliseum	\$27.01	\$27.01	148754
2/3/2026	2026-002246	NOWAK SUPPLY CO INC (EFT)	Maintenance	\$27.01	\$27.01	148754
2/3/2026	2026-002247	RICOH USA INC (EFT)	Homeland Security	\$37.86	\$37.86	148859
2/2/2026	2026-002248	JP MORGAN CHASE COMMERCIAL CARD	Purchasing	\$1,202.66	\$1,202.66	148877
2/3/2026	2026-002249	SPANICUS LLC (EFT)	Superior Court	\$9,265.39	\$9,265.39	148773
2/2/2026	2026-002250	JP MORGAN CHASE COMMERCIAL CARD	Purchasing	\$858.35	\$858.35	148877
2/2/2026	2026-002251	JP MORGAN CHASE COMMERCIAL CARD	Purchasing	\$826.77	\$826.77	148877
2/3/2026	2026-002252	MICHAELS, LAURA	Superior Court	\$600.00	\$600.00	776368
2/3/2026	2026-002254	ODP BUSINESS SOLUTIONS, LLC	Superior Court	\$64.31	\$64.31	148848
2/3/2026	2026-002255	ODP BUSINESS SOLUTIONS, LLC	Superior Court	\$379.03	\$379.03	148848
2/3/2026	2026-002256	STERICYCLE, INC.	Health	\$818.27	\$818.27	776348
2/3/2026	2026-002258	RESULTANT LLC	Health	\$3,100.00	\$3,100.00	776349
2/3/2026	2026-002259	ADAMS REMCO INC *(EFT)	Parks	\$40.15	\$40.15	776334
2/3/2026	2026-002260	US POSTMASTER	Adult Probation	\$238.00	\$238.00	776417
2/3/2026	2026-002261	ODP BUSINESS SOLUTIONS, LLC	Adult Probation	\$10.79	\$10.79	149013
2/3/2026	2026-002262	IRON MOUNTAIN INC (EFT)	Adult Probation	\$905.32	\$905.32	148954
2/3/2026	2026-002263	RECOVERY CENTER OF AADP(EFT)	Adult Probation	\$5,342.50	\$5,342.50	148967
2/3/2026	2026-002264	INDIANA SUPREME COURT	Adult Probation	\$6,076.19	\$6,076.19	776431
2/3/2026	2026-002265	MCMAHONS BEST-ONE (EFT)	Purchasing	\$2,503.23	\$2,503.23	148750
2/3/2026	2026-002266	JP MORGAN CHASE COMMERCIAL CARD	Purchasing	\$92.54	\$92.54	148877
2/3/2026	2026-002267	MACYS AUTO PARTS (EFT)	Purchasing	\$855.82	\$855.82	148749
2/3/2026	2026-002268	PARKER SERVICE INC (EFT)	Purchasing	\$35.00	\$35.00	148755
2/3/2026	2026-002269	ENOTICE	Commissioners' Office	\$23.76	\$23.76	148846
2/3/2026	2026-002270	TWIN BROTHERS LLC (EFT)	Purchasing	\$440.00	\$440.00	148799
2/3/2026	2026-002271	USTAZ SIDDIQ BIN ZAMIRUDDIN	Health	\$32.00	\$32.00	776382
2/3/2026	2026-002272	FORT WAYNE NEWSPAPERS (EFT)	Commissioners' Office	\$1,175.80	\$1,175.80	148764
2/3/2026	2026-002273	PARKER SERVICE INC (EFT)	Purchasing	\$35.00	\$35.00	148755
2/3/2026	2026-002274	INDIANA SUPREME COURT	Adult Probation	\$149.21	\$149.21	776431
2/3/2026	2026-002276	WAGNER ELECTRIC INC (EFT)	Purchasing	\$595.00	\$595.00	148759
2/3/2026	2026-002277	YEOMAN SERVICE CENTER (EFT)	Purchasing	\$99.95	\$99.95	148794
2/3/2026	2026-002278	AQUA BACKFLOW INC (EFT)	Commissioners' Office	\$378.10	\$378.10	148838
2/3/2026	2026-002279	D & R QUALITY TOOLS LLC	Highway	\$90.00	\$90.00	776347
2/3/2026	2026-002280	D & R QUALITY TOOLS LLC	Highway	\$75.00	\$75.00	776347
2/3/2026	2026-002281	D & R QUALITY TOOLS LLC	Highway	\$75.00	\$75.00	776347

2/3/2026	2026-002282	EAGLE PRECISION LLC	Highway	\$532.50	\$532.50	776366
2/3/2026	2026-002284	ENOTICE	Highway	\$10.26	\$10.26	148846
2/3/2026	2026-002285	FORT WAYNE DOOR (EFT)	Highway	\$350.00	\$350.00	148860
2/3/2026	2026-002286	GRAINGER INC (EFT)	Highway	\$205.50	\$205.50	148745
2/3/2026	2026-002287	GREAT LAKES CHLORIDE INC (EFT)	Highway	\$20,046.18	\$20,046.18	148807
2/3/2026	2026-002288	MIDWEST TILE & CNCRT PROD INC (EFT)	Highway	\$15,609.80	\$15,609.80	148763
2/3/2026	2026-002289	MORTON SALT	Highway	\$18,352.07	\$18,352.07	148777
2/3/2026	2026-002290	PARKER SERVICE INC (EFT)	Highway	\$550.00	\$550.00	148755
2/3/2026	2026-002291	RIGHT OF WAY JONES INC (EFT)	Highway	\$4,640.00	\$4,640.00	148798
2/3/2026	2026-002292	RPM MACHINERY LLC (EFT)	Highway	\$115.17	\$115.17	148801
2/3/2026	2026-002293	SNAP-ON INCORPORATED	Highway	\$121.01	\$121.01	776354
2/3/2026	2026-002294	SOUTHEASTERN EQUIPMENT CO INC-EF	Highway	\$579.62	\$579.62	148762
2/3/2026	2026-002295	STOOPS FREIGHTLINER (EFT)	Highway	\$224.12	\$224.12	148802
2/3/2026	2026-002296	ENOTICE	Environmental Management	\$15.78	\$15.78	149008
2/3/2026	2026-002297	CG PARENT INTERMEDIATE HOLDINGS II	Wayne Twp Assessor	\$339.00	\$339.00	148855
2/3/2026	2026-002298	POWERDMS INC (EFT)	Sheriff's Office	\$3,675.00	\$3,675.00	148836
2/3/2026	2026-002299	CLEAN TEAM INC	Memorial Coliseum	\$31,378.51	\$31,378.51	776365
2/3/2026	2026-002301	CONTEMPORARY SERVICES CORPORATI	Memorial Coliseum	\$5,589.24	\$5,589.24	148847
2/3/2026	2026-002302	CENTRAL INDIANA HARDWARE (EFT)	Memorial Coliseum	\$1,096.57	\$1,096.57	776328
2/3/2026	2026-002303	ESI LEGACY HOLDCO, INC	Memorial Coliseum	\$650.00	\$650.00	776357
2/3/2026	2026-002304	ROSE PEST SOLUTIONS (EFT)	Memorial Coliseum	\$842.00	\$842.00	148779
2/3/2026	2026-002307	JANITORS SUPPLY CO INC * (EFT)	Community Corrections	\$1,662.31	\$1,662.31	148746
2/3/2026	2026-002308	ODP BUSINESS SOLUTIONS, LLC	Community Corrections	\$402.06	\$402.06	148848
2/3/2026	2026-002309	CINTAS FIRST AID & SAFETY (EFT)	Community Corrections	\$153.04	\$153.04	148809
2/3/2026	2026-002310	CINTAS FIRST AID & SAFETY (EFT)	Community Corrections	\$321.00	\$321.00	148809
2/3/2026	2026-002311	INDIANA STAMP COMPANY INC (EFT)	Community Corrections	\$9.00	\$9.00	148752
2/3/2026	2026-002312	GI JOES ARMY SURPLUS INC (EFT)	Community Corrections	\$1,733.20	\$1,733.20	148770
2/3/2026	2026-002315	ODP BUSINESS SOLUTIONS, LLC	Community Corrections	\$281.41	\$281.41	148848
2/3/2026	2026-002316	CINTAS FIRST AID & SAFETY (EFT)	Community Corrections	\$443.00	\$443.00	148809
2/3/2026	2026-002317	FEDERAL RECORDS MGMT&SHREDDING	Community Corrections	\$671.59	\$671.59	148805
2/3/2026	2026-002318	RICOH USA INC (EFT)	Community Corrections	\$592.16	\$592.16	148859
2/3/2026	2026-002319	CINTAS CORPORATION (EFT)	Community Corrections	\$20.52	\$20.52	148751
2/3/2026	2026-002320	AMERICAN FINANCIAL CREDIT (EFT)	Treasurer's Office	\$31,850.13	\$31,850.13	148872
2/3/2026	2026-002321	WM IMAGING SOLUTIONS (EFT)	Community Corrections	\$121.18	\$121.18	148783
2/3/2026	2026-002323	KIPLINGER LAW FIRM PC (EFT)	Treasurer's Office	\$1,625.00	\$1,625.00	148865
2/3/2026	2026-002325	TRI COUNTY EXCAVATING (EFT)	Surveyor's Office	\$45,358.13	\$45,358.13	148790
2/4/2026	2026-002327	MIOVISION TECHNOLOGIES INC	NIRCC	\$546.00	\$546.00	776442
2/4/2026	2026-002329	RICOH USA INC (EFT)	Election Board	\$6.36	\$6.36	149029
2/4/2026	2026-002330	LOWES * (EFT)	Parks	\$115.33	\$115.33	148870

2/4/20262026-002333	INDIANA MICHIGAN POWER COMPANY	Maintenance	\$29.00	\$29.00	148869
2/4/20262026-002334	TAX MANAGEMENT ASSOCIATES (EFT)	County Assessor's Office	\$21,895.00	\$21,895.00	148960
2/4/20262026-002335	RIDGE COMPANY AUTOMOTIVE (EFT)	Environmental Management	\$31.99	\$31.99	148924
2/4/20262026-002336	REAL CLEAN (EFT)	Commissioners' Office	\$133.00	\$133.00	148979
2/4/20262026-002337	PICTOMETRY INTERNATIONAL CORP	County Assessor's Office	\$128,058.33	\$128,058.33	776446
2/4/20262026-002338	VERIZON WIRELESS LLC *	Commissioners' Office	\$2,590.30	\$2,590.30	148874
2/4/20262026-002339	VERIZON WIRELESS LLC *	Commissioners' Office	\$1,910.41	\$1,910.41	148874
2/4/20262026-002340	REAL CLEAN (EFT)	Commissioners' Office	\$62.00	\$62.00	148979
2/4/20262026-002341	VEOLIA ES TECHNICAL SOLUTIONS (EFT)	Environmental Management	\$6,295.72	\$6,295.72	148975
2/4/20262026-002343	REAL CLEAN (EFT)	Commissioners' Office	\$60.00	\$60.00	148979
2/4/20262026-002344	MILESTONE CONTRACTORS, LP	Highway	\$11,729.65	\$11,729.65	776454
2/4/20262026-002345	MILESTONE CONTRACTORS, LP	Highway	\$5,597.43	\$5,597.43	776454
2/4/20262026-002346	MILESTONE CONTRACTORS, LP	Highway	\$13,278.35	\$13,278.35	776454
2/4/20262026-002347	MILESTONE CONTRACTORS, LP	Highway	\$11,403.98	\$11,403.98	776454
2/4/20262026-002348	REAL CLEAN (EFT)	Commissioners' Office	\$40.00	\$40.00	148979
2/4/20262026-002349	REAL CLEAN (EFT)	Commissioners' Office	\$20.00	\$20.00	148979
2/4/20262026-002350	REAL CLEAN (EFT)	Commissioners' Office	\$45.00	\$45.00	148979
2/4/20262026-002351	JP MORGAN CHASE COMMERCIAL CARD	Commissioners' Office	\$375.20	\$375.20	148877
2/4/20262026-002352	REAL CLEAN (EFT)	Commissioners' Office	\$590.00	\$590.00	148979
2/4/20262026-002353	TRI-COUNTY WATER CONDITIONING INC	Highway	\$35.00	\$35.00	148875
2/4/20262026-002354	AXIS FORENSIC TOXICOLOGY INC-EFT	Coroner's Office	\$687.00	\$687.00	776441
2/4/20262026-002355	REAL CLEAN (EFT)	Commissioners' Office	\$130.00	\$130.00	148979
2/4/20262026-002356	REAL CLEAN (EFT)	Commissioners' Office	\$165.00	\$165.00	148979
2/4/20262026-002357	MCMAHONS BEST-ONE (EFT)	Highway	\$8,293.06	\$8,293.06	148867
2/4/20262026-002358	JP MORGAN CHASE COMMERCIAL CARD	Circuit Court	\$169.00	\$169.00	148877
2/4/20262026-002359	REAL CLEAN (EFT)	Commissioners' Office	\$635.00	\$635.00	148979
2/4/20262026-002360	REAL CLEAN (EFT)	Commissioners' Office	\$115.00	\$115.00	148979
2/4/20262026-002361	REAL CLEAN (EFT)	Commissioners' Office	\$105.00	\$105.00	148979
2/4/20262026-002362	S CUBE INC (EFT)	Health	\$805.00	\$805.00	148998
2/4/20262026-002363	BRATEMANS INC (EFT)	Sheriff's Office	\$2,772.00	\$2,772.00	148909
2/4/20262026-002364	TRINITY SERVICES GROUP INC	Juvenile Center	\$73,604.64	\$73,604.64	149002
2/4/20262026-002365	TRINITY SERVICES GROUP INC	Juvenile Center	\$18,503.39	\$18,503.39	149002
2/4/20262026-002366	LOCHMUELLER GROUP INC	Highway	\$19,847.65	\$19,847.65	148995
2/4/20262026-002367	JP MORGAN CHASE COMMERCIAL CARD	Purchasing	\$667.41	\$667.41	148877
2/4/20262026-002368	BATTERIES PLUS BULBS (EFT)	Maintenance	\$65.94	\$65.94	148927
2/4/20262026-002369	AMERICAN STRUCTUREPOINT INC	Highway	\$1,152.00	\$1,152.00	149028
2/4/20262026-002370	JP MORGAN CHASE COMMERCIAL CARD	Health	\$130.00	\$130.00	148877
2/4/20262026-002372	THOMSON REUTERS - WEST (EFT)	Circuit Court	\$92.81	\$92.81	148964
2/4/20262026-002374	AQUA SYSTEMS	Sheriff's Office	\$41.10	\$41.10	776429

2/4/20262026-002380	FRATERNAL ORDER OF POLICE	Sheriff's Office	\$24,380.00	\$24,380.00	776385
2/4/20262026-002381	CANON SOLUTIONS AMERICA (EFT)	Recorder's Office	\$9.23	\$9.23	776428
2/4/20262026-002382	IRON MOUNTAIN INC (EFT)	Recorder's Office	\$824.78	\$824.78	148954
2/4/20262026-002383	PITNEY BOWES	Recorder's Office	\$102.07	\$102.07	776433
2/4/20262026-002384	PITNEY BOWES	Recorder's Office	\$184.08	\$184.08	776420
2/5/20262026-002385	INDIANA MICHIGAN POWER COMPANY	Maintenance	\$36.72	\$36.72	148869
2/5/20262026-002386	PURDUE UNIVERSITY	Auditor's Office	\$240.00	\$240.00	148920
2/5/20262026-002387	PURDUE UNIVERSITY	Auditor's Office	\$1,441.00	\$1,441.00	148920
2/5/20262026-002389	CITY UTILITIES	Maintenance	\$3,001.62	\$3,001.62	776384
2/5/20262026-002391	FORT WAYNE CITY UTILITIES	Commissioners' Office	\$308.39	\$308.39	148868
2/5/20262026-002393	CLERK OF ALLEN CIRCUIT COURT	Clerk's Office	\$97.10	\$97.10	776386
2/5/20262026-002395	WHITE SWAN HARDWARE (EFT)	Maintenance	\$79.37	\$79.37	148923
2/5/20262026-002398	NIPSCO	Maintenance	\$1,304.39	\$1,304.39	776391
2/5/20262026-002399	AQUA SYSTEMS	Sheriff's Office	\$50.05	\$50.05	776429
2/5/20262026-002402	NIPSCO	Maintenance	\$491.68	\$491.68	776391
2/5/20262026-002403	INVOICE CLOUD INC	Treasurer's Office	\$295.00	\$295.00	776455
2/5/20262026-002404	CITY UTILITIES	Juvenile Center	\$4,786.72	\$4,786.72	776384
2/5/20262026-002406	ODP BUSINESS SOLUTIONS, LLC	Treasurer's Office	\$116.79	\$116.79	149013
2/5/20262026-002407	AMERICAN ELEVATOR INC	Commissioners' Office	\$1,270.75	\$1,270.75	776453
2/2/20262026-002408	FORT WAYNE COMMUNITY SCHOOLS (EIPurchasing		\$5,362.60	\$5,362.60	148898
2/2/20262026-002409	FORT WAYNE COMMUNITY SCHOOLS (EIPurchasing		\$2,748.40	\$2,748.40	148898
2/3/20262026-002410	FORT WAYNE COMMUNITY SCHOOLS (EIPurchasing		\$165.15	\$165.15	148898
2/5/20262026-002411	GRAYBAR * (EFT)	Environmental Managem	\$3,160.55	\$3,160.55	148910
2/5/20262026-002412	STERICYCLE, INC.	Sheriff's Office	\$541.54	\$541.54	776452
2/5/20262026-002414	DEGREASING ENGINEERS (EFT)	Commissioners' Office	\$1,456.00	\$1,456.00	148930
2/5/20262026-002416	BEERS MALLERS BACKS & SALIN (EFT)	Building	\$45.00	\$45.00	148946
2/5/20262026-002417	VERIZON WIRELESS LLC *	Parks	\$30.01	\$30.01	148874
2/5/20262026-002418	MSKTD & ASSOCIATES INC (EFT)	Commissioners' Office	\$2,643.00	\$2,643.00	148935
2/5/20262026-002419	MCMAHONS BEST-ONE (EFT)	Parks	\$32.00	\$32.00	148915
2/5/20262026-002420	VERIZON WIRELESS LLC *	Building	\$1,966.12	\$1,966.12	148874
2/5/20262026-002421	FORT WAYNE NEWSPAPERS-PBM SINGLI	Building	\$338.00	\$338.00	776435
2/5/20262026-002422	A-R SPECIALTY ADVERTISING	Building	\$593.00	\$593.00	776425
2/5/20262026-002423	ENGINEERING RESOURCES (EFT)	Highway	\$69,327.76	\$69,327.76	148940
2/5/20262026-002424	AUTOMOTIVE INDUSTRIAL SUPPLY(EFT)	Highway	\$57.06	\$57.06	148906
2/5/20262026-002425	BLACKSTONE LABS (EFT)	Highway	\$20.00	\$20.00	148902
2/5/20262026-002426	CUSTOM PRODUCTS CORPORATION	Highway	\$673.39	\$673.39	776471
2/5/20262026-002427	ENGINEERING RESOURCES (EFT)	Highway	\$24,879.74	\$24,879.74	148940
2/5/20262026-002428	GRAINGER INC (EFT)	Highway	\$381.40	\$381.40	148911
2/5/20262026-002429	MACALLISTER MACHINERY CO INC (EFT)	Highway	\$441.00	\$441.00	148892

2/5/2026	2026-002430	MACALLISTER MACHINERY CO INC (EFT)	Highway	\$131.40	\$131.40	148892
2/5/2026	2026-002431	MAUMEE HYDRAULICS & BEARINGS LLC	Highway	\$640.00	\$640.00	776440
2/5/2026	2026-002432	NAPA AUTO PARTS COLISEUM BVD (EFT)	Highway	\$385.42	\$385.42	148900
2/5/2026	2026-002433	NAPA AUTO PARTS COLISEUM BVD (EFT)	Highway	\$239.97	\$239.97	148900
2/5/2026	2026-002434	NAPA AUTO PARTS COLISEUM BVD (EFT)	Highway	\$0.20	\$0.20	148900
2/5/2026	2026-002435	NAPA AUTO PARTS COLISEUM BVD (EFT)	Highway	\$5.44	\$5.44	148900
2/5/2026	2026-002436	NAPA AUTO PARTS COLISEUM BVD (EFT)	Highway	-\$1,184.00	-\$1,184.00	148900
2/5/2026	2026-002437	NAPA AUTO PARTS COLISEUM BVD (EFT)	Highway	\$626.80	\$626.80	148900
2/5/2026	2026-002438	NATIONAL OIL & GAS INC	Highway	\$340.00	\$340.00	148929
2/5/2026	2026-002439	REICHERT & KNEPP INC	Highway	\$250.00	\$250.00	149016
2/5/2026	2026-002440	SELKING INTERNATIONAL (EFT)	Highway	\$102.42	\$102.42	148948
2/5/2026	2026-002441	SELKING INTERNATIONAL (EFT)	Highway	\$854.29	\$854.29	148948
2/5/2026	2026-002442	SELKING INTERNATIONAL (EFT)	Highway	-\$125.00	-\$125.00	148948
2/5/2026	2026-002443	SELKING INTERNATIONAL (EFT)	Highway	-\$2,783.59	-\$2,783.59	148948
2/5/2026	2026-002444	SELKING INTERNATIONAL (EFT)	Highway	\$1,396.76	\$1,396.76	148948
2/5/2026	2026-002445	SELKING INTERNATIONAL (EFT)	Highway	\$55.43	\$55.43	148948
2/5/2026	2026-002446	SELKING INTERNATIONAL (EFT)	Highway	\$495.88	\$495.88	148948
2/5/2026	2026-002447	SELKING INTERNATIONAL (EFT)	Highway	\$813.50	\$813.50	148948
2/5/2026	2026-002448	SELKING INTERNATIONAL (EFT)	Highway	\$70.39	\$70.39	148948
2/5/2026	2026-002449	SELKING INTERNATIONAL (EFT)	Highway	\$277.00	\$277.00	148948
2/5/2026	2026-002450	SELKING INTERNATIONAL (EFT)	Highway	\$29.52	\$29.52	148948
2/5/2026	2026-002451	SELKING INTERNATIONAL (EFT)	Highway	\$173.26	\$173.26	148948
2/5/2026	2026-002452	SELKING INTERNATIONAL (EFT)	Highway	\$44.63	\$44.63	148948
2/5/2026	2026-002453	SELKING INTERNATIONAL (EFT)	Highway	\$216.20	\$216.20	148948
2/5/2026	2026-002454	SELKING INTERNATIONAL (EFT)	Highway	\$38.83	\$38.83	148948
2/5/2026	2026-002455	SELKING INTERNATIONAL (EFT)	Highway	\$38.83	\$38.83	148948
2/5/2026	2026-002456	SKRIPS MARKETING INC (EFT)	Highway	\$1,920.00	\$1,920.00	776443
2/5/2026	2026-002457	TRULAND EQUIPMENT, LLC	Highway	\$171.56	\$171.56	149020
2/5/2026	2026-002460	ALLEN COUNTY SERVICES DEPT	NIRCC	\$149.16	\$149.16	776419
2/6/2026	2026-002461	CITY UTILITIES	Maintenance	\$2,237.00	\$2,237.00	776384
2/6/2026	2026-002462	CITY UTILITIES	Maintenance	\$14.43	\$14.43	776384
2/6/2026	2026-002463	CITY UTILITIES	Maintenance	\$14.43	\$14.43	776384
2/6/2026	2026-002464	CITY UTILITIES	Maintenance	\$14.43	\$14.43	776384
2/6/2026	2026-002465	CITY UTILITIES	Maintenance	\$14.43	\$14.43	776384
2/6/2026	2026-002466	ALLEN COUNTY SERVICES DEPT	Parks	\$392.58	\$392.58	776419
2/6/2026	2026-002467	ALLEN COUNTY SERVICES DEPT	Planning Services	\$30.46	\$30.46	776419
2/6/2026	2026-002468	LOWES * (EFT)	Maintenance	\$51.45	\$51.45	148870
2/6/2026	2026-002469	INDIANA MICHIGAN POWER COMPANY	Highway	\$30.72	\$30.72	148869
2/6/2026	2026-002470	LOWES * (EFT)	Maintenance	\$416.51	\$416.51	148870

2/6/2026	2026-002471	JP MORGAN CHASE COMMERCIAL CARD	Health	\$793.77	\$793.77	148877
2/6/2026	2026-002472	RICOH USA INC (EFT)	Planning Services	\$751.57	\$751.57	149029
2/6/2026	2026-002473	ENGINEERING RESOURCES (EFT)	Highway	\$1,500.00	\$1,500.00	148940
2/6/2026	2026-002474	ALLEN COUNTY SERVICES DEPT	Health	\$1,802.79	\$1,802.79	776419
2/6/2026	2026-002475	TRI-COUNTY WATER CONDITIONING INC	Highway	\$93.75	\$93.75	148875
2/6/2026	2026-002476	COMCAST (EFT)	Community Corrections	\$226.80	\$226.80	148883
2/6/2026	2026-002477	SERVICE ALL VACUUM CO (EFT)	Memorial Coliseum	\$114.95	\$114.95	148921
2/6/2026	2026-002478	FOUR-U PACKAGING SUPPLIES (EFT)	Memorial Coliseum	\$1,094.45	\$1,094.45	148978
2/3/2026	2026-002479	JP MORGAN CHASE COMMERCIAL CARD	Purchasing	\$896.39	\$896.39	148877
2/3/2026	2026-002480	JP MORGAN CHASE COMMERCIAL CARD	Purchasing	\$802.77	\$802.77	148877
2/3/2026	2026-002481	JP MORGAN CHASE COMMERCIAL CARD	Purchasing	\$2,783.49	\$2,783.49	148877
2/6/2026	2026-002482	ALL PHASE ELECTRIC SUPPLY CO* (EFT)	Memorial Coliseum	\$489.40	\$489.40	148904
2/6/2026	2026-002483	CORSICA TECHNOLOGIES LLC	Memorial Coliseum	\$1,057.60	\$1,057.60	149003
2/6/2026	2026-002484	BRINKS INC (EFT)	Memorial Coliseum	\$1,645.89	\$1,645.89	148961
2/6/2026	2026-002485	LIBERTY TIRE RECYCLING SERVICES LLC	Environmental Management	\$1,607.82	\$1,607.82	776448
2/6/2026	2026-002486	NORTHEASTERN REMC (EFT)	Highway	\$101.49	\$101.49	148862
2/6/2026	2026-002487	CORSICA TECHNOLOGIES LLC	Memorial Coliseum	\$8,505.00	\$8,505.00	149003
2/6/2026	2026-002488	VERIZON WIRELESS LLC *	Maintenance	\$38.50	\$38.50	148874
2/6/2026	2026-002489	CITY WIDE FACILITY SOLUTIONS	Memorial Coliseum	\$4,047.00	\$4,047.00	148886
2/6/2026	2026-002490	FRONTIER (EFT)	Memorial Coliseum	\$26.25	\$26.25	148881
2/6/2026	2026-002491	TECHSOLUTIONS CORP (EFT)	Memorial Coliseum	\$300.00	\$300.00	148990
2/6/2026	2026-002492	B&W EQUIPMENT COMPANY INC (EFT)	Memorial Coliseum	\$4,192.25	\$4,192.25	148963
2/6/2026	2026-002493	B&W EQUIPMENT COMPANY INC (EFT)	Memorial Coliseum	\$3,169.75	\$3,169.75	148963
2/6/2026	2026-002494	HERC RENTALS INC	Memorial Coliseum	\$3,860.25	\$3,860.25	776447
2/6/2026	2026-002495	CINTAS CORPORATION (EFT)	Memorial Coliseum	\$96.50	\$96.50	148916
2/6/2026	2026-002496	ENGINEERING RESOURCES (EFT)	Highway	\$5,700.00	\$5,700.00	148940
2/6/2026	2026-002497	ENGINEERING RESOURCES (EFT)	Highway	\$5,700.00	\$5,700.00	148940
2/6/2026	2026-002498	KULTURECITY	Memorial Coliseum	\$1,000.00	\$1,000.00	776464
2/6/2026	2026-002499	ENGINEERING RESOURCES (EFT)	Highway	\$21,681.00	\$21,681.00	148940
2/6/2026	2026-002500	MACYS AUTO PARTS (EFT)	Memorial Coliseum	\$468.66	\$468.66	148914
2/6/2026	2026-002501	WAGNER ELECTRIC INC (EFT)	Memorial Coliseum	\$31.80	\$31.80	148922
2/6/2026	2026-002502	CORPORATE DESIGN & MANAGEMENT L	Memorial Coliseum	\$9,209.75	\$9,209.75	776463
2/6/2026	2026-002503	ROCKBOT, INC.	Memorial Coliseum	\$1,197.60	\$1,197.60	776456
2/6/2026	2026-002504	ALLEN COUNTY SERVICES DEPT	Memorial Coliseum	\$66.80	\$66.80	776419
2/6/2026	2026-002505	COMCAST (EFT)	Health	\$520.40	\$520.40	148873
2/6/2026	2026-002506	VERIZON WIRELESS LLC *	Health	\$120.04	\$120.04	148874
2/6/2026	2026-002507	ALLEN COUNTY SERVICES DEPT	Maintenance	\$1,270.55	\$1,270.55	776419
2/6/2026	2026-002508	NORTH SIDE PLUMBING & HTG (EFT)	Commissioners' Office	\$169.80	\$169.80	148918
2/6/2026	2026-002509	KNOWINK (EFT)	Election Board	\$1,725.00	\$1,725.00	148982

2/6/20262026-002510	TRULAND EQUIPMENT, LLC	Maintenance	\$628.10	\$628.10	149020
2/6/20262026-002511	HYDRONIC & STEAM EQUIP (EFT)	Commissioners' Office	\$174.35	\$174.35	149030
2/6/20262026-002512	RUSSO INDIANA LLC	Maintenance	\$102.76	\$102.76	149015
2/6/20262026-002513	MIDWEST AUTO ELECTRIC (EFT)	Maintenance	\$245.00	\$245.00	148907
2/6/20262026-002514	ENGINEERING RESOURCES (EFT)	Highway	\$22,658.50	\$22,658.50	148940
2/6/20262026-002515	PITNEY BOWES	Planning Services	\$274.74	\$274.74	776420
2/6/20262026-002516	ENGINEERING RESOURCES (EFT)	Highway	\$9,479.00	\$9,479.00	148940
2/6/20262026-002517	DLZ INDIANA INC (EFT)	Highway	\$15,000.00	\$15,000.00	148931
2/6/20262026-002518	QHG OF FT WAYNE CO LLC (EFT)	Auditor's Office	\$20,841.00	\$20,841.00	776434
2/6/20262026-002519	FIRST RESPONSE MENTAL HEALTH INC	Auditor's Office	\$15,192.00	\$15,192.00	776410
2/6/20262026-002520	LEXISNEXIS RISK DATA MANAGEMENT EIA	Auditor's Office	\$273.26	\$273.26	148941
2/9/20262026-002521	KANTONEN, LILJA	Public Defender	\$2,500.00	\$2,500.00	149024
2/9/20262026-002522	CLIFTON, JOHN G (EFT)	Public Defender	\$2,500.00	\$2,500.00	148936
2/9/20262026-002523	FRANKEN, CONNY MAUREEN	Public Defender	\$2,500.00	\$2,500.00	149022
2/9/20262026-002524	JARRETT, SHAWN	Public Defender	\$2,500.00	\$2,500.00	149004
2/9/20262026-002525	GHILARDI, MICHAEL (EFT)	Public Defender	\$2,500.00	\$2,500.00	148987
2/9/20262026-002526	KOEHLINGER , DENIS L (EFT)	Public Defender	\$2,500.00	\$2,500.00	148889
2/9/20262026-002527	EMBLER, ELIZABETH L	Public Defender	\$2,500.00	\$2,500.00	149000
2/9/20262026-002528	RENBARGER LAW FIRM (EFT)	Public Defender	\$2,500.00	\$2,500.00	148970
2/9/20262026-002529	SERRANO, CATHY	Public Defender	\$2,500.00	\$2,500.00	148965
2/9/20262026-002530	HOGGATT, NATHAN	Public Defender	\$2,500.00	\$2,500.00	776450
2/9/20262026-002531	EVANS, T. ERIC	Public Defender	\$2,500.00	\$2,500.00	149017
2/9/20262026-002532	HITCHCOCK, JENNIFER L	Public Defender	\$2,500.00	\$2,500.00	149001
2/9/20262026-002533	WELLS, CHERRIE LB (EFT)	Public Defender	\$2,692.30	\$2,692.30	148999
2/9/20262026-002534	ALLEN COUNTY SERVICES DEPT	Public Defender	\$71.74	\$71.74	776419
2/9/20262026-002535	THOMSON REUTERS - WEST (EFT)	Public Defender	\$1,809.50	\$1,809.50	148964
2/9/20262026-002537	PETRO REPORTING SERVICE (EFT)	Public Defender	\$492.00	\$492.00	148937
2/9/20262026-002538	NIPSCO	Maintenance	\$33,711.68	\$33,711.68	776408
2/9/20262026-002539	CITY UTILITIES	Maintenance	\$103.00	\$103.00	776402
2/9/20262026-002540	INDIANA MICHIGAN POWER COMPANY	Maintenance	\$274.41	\$274.41	148880
2/9/20262026-002541	STAR FINANCIAL BANK	Clerk's Office	\$3,024.47	\$3,024.47	776436
2/9/20262026-002542	ALLEN COUNTY SERVICES DEPT	Sheriff's Office	\$58,099.93	\$58,099.93	776419
2/9/20262026-002543	CREATIVE SIGN RESOURCES (EFT)	Sheriff's Office	\$5,952.00	\$5,952.00	148991
2/9/20262026-002544	MAXIMUS INC (EFT)	Clerk's Office	\$2,280.00	\$2,280.00	148950
2/9/20262026-002545	CITY UTILITIES	Sheriff's Office	\$735.07	\$735.07	776402
2/9/20262026-002548	YOUTH SERVICES/PETTY CASH	Youth Services Center	\$700.00	\$700.00	776404
2/9/20262026-002549	POSTMASTER US	Clerk's Office	\$2,380.00	\$2,380.00	776432
2/9/20262026-002550	QHG OF FT WAYNE CO LLC (EFT)	Auditor's Office	\$25,826.00	\$25,826.00	776434
2/9/20262026-002554	BECKMAN LAWSON (EFT)	Circuit Court	\$250.00	\$250.00	148908

2/9/2026	2026-002555	NOWAK SUPPLY CO INC (EFT)	Health	\$27.01	\$27.01	148879
2/9/2026	2026-002556	BROWN, BRETT	Health	\$1,720.00	\$1,720.00	149023
2/9/2026	2026-002557	DYKSTRA, THOMAS	Health	\$880.00	\$880.00	149019
2/9/2026	2026-002558	MCKINNEY, TANYA	Health	\$2,000.00	\$2,000.00	149025
2/9/2026	2026-002559	HALLER & COLVIN (EFT)	Circuit Court	\$250.00	\$250.00	148890
2/9/2026	2026-002560	UNITED PARCEL SERVICE (EFT)	Health	\$59.62	\$59.62	148942
2/9/2026	2026-002561	VERIZON WIRELESS LLC *	Health	\$180.06	\$180.06	148884
2/9/2026	2026-002562	YWCA NORTHEAST INDIANA	Health	\$13,147.38	\$13,147.38	148959
2/9/2026	2026-002563	MCMILLEN CENTER FOR HEALTH ED	Health	\$17,642.29	\$17,642.29	148933
2/9/2026	2026-002564	JP MORGAN CHASE COMMERCIAL CARD	Circuit Court	\$71.43	\$71.43	148877
2/9/2026	2026-002565	HARTLEY EXCAVATING AND (EFT)	Building	\$6,525.00	\$6,525.00	148992
2/9/2026	2026-002566	SYNERGID, INC	Building	\$2,574.61	\$2,574.61	776427
2/9/2026	2026-002567	A-1 DOOR SPECIALTIES INC (EFT)	Commissioners' Office	\$220.00	\$220.00	148903
2/9/2026	2026-002568	VERIZON WIRELESS LLC *	Health	\$99.00	\$99.00	148884
2/9/2026	2026-002569	MSKTD & ASSOCIATES INC (EFT)	Health	\$7,709.60	\$7,709.60	148935
2/9/2026	2026-002570	ALLEN COUNTY SERVICES DEPT	Building	\$5,130.32	\$5,130.32	776419
2/9/2026	2026-002571	BRATEMANS INC (EFT)	Maintenance	\$295.25	\$295.25	148909
2/9/2026	2026-002572	HOLM COURT REPORTERS INC (EFT)	Public Defender	\$354.00	\$354.00	148896
2/9/2026	2026-002573	KAOUGH DISTRIBUTING CO INC	Maintenance	\$115.06	\$115.06	776418
2/9/2026	2026-002575	RIDGE COMPANY AUTOMOTIVE (EFT)	Maintenance	\$9.96	\$9.96	148924
2/9/2026	2026-002576	ALLEN COUNTY SERVICES DEPT	Highway	\$6,378.66	\$6,378.66	776419
2/9/2026	2026-002577	AUTOMOTIVE INDUSTRIAL SUPPLY(EFT)	Highway	\$412.71	\$412.71	148906
2/9/2026	2026-002578	BAILEY AGGREGATES (EFT)	Highway	\$2,094.14	\$2,094.14	148958
2/9/2026	2026-002579	BAILEY AGGREGATES (EFT)	Highway	\$4,344.98	\$4,344.98	148958
2/9/2026	2026-002580	BAILEY AGGREGATES (EFT)	Highway	\$1,228.51	\$1,228.51	148958
2/9/2026	2026-002581	BAILEY AGGREGATES (EFT)	Highway	\$3,910.50	\$3,910.50	148958
2/9/2026	2026-002582	LAWSON PRODUCTS INC (EFT)	Highway	\$197.86	\$197.86	148891
2/9/2026	2026-002583	LAWSON PRODUCTS INC (EFT)	Highway	\$445.35	\$445.35	148891
2/9/2026	2026-002584	LAWSON PRODUCTS INC (EFT)	Highway	\$392.83	\$392.83	148891
2/9/2026	2026-002585	LAWSON PRODUCTS INC (EFT)	Highway	\$371.19	\$371.19	148891
2/9/2026	2026-002586	LAWSON PRODUCTS INC (EFT)	Highway	\$99.90	\$99.90	148891
2/9/2026	2026-002587	LAWSON PRODUCTS INC (EFT)	Highway	\$168.12	\$168.12	148891
2/9/2026	2026-002588	LAWSON PRODUCTS INC (EFT)	Highway	\$280.05	\$280.05	148891
2/9/2026	2026-002589	LAWSON PRODUCTS INC (EFT)	Highway	\$1,033.54	\$1,033.54	148891
2/9/2026	2026-002590	LAWSON PRODUCTS INC (EFT)	Highway	\$38.76	\$38.76	148891
2/9/2026	2026-002591	LAWSON PRODUCTS INC (EFT)	Highway	\$247.50	\$247.50	148891
2/9/2026	2026-002592	LLOYD ENTERPRISES I, LLC	Highway	\$208.76	\$208.76	149010
2/9/2026	2026-002593	RIGHT OF WAY JONES INC (EFT)	Highway	\$2,320.00	\$2,320.00	148956
2/9/2026	2026-002594	SELKING INTERNATIONAL (EFT)	Highway	\$70.08	\$70.08	148948

2/9/2026	2026-002595	LINDE GAS & EQUIPMENT INC. (EFT)	Maintenance	\$116.23	\$116.23	148974
2/9/2026	2026-002596	CONTINENTAL HOSPITALITY HOLDINGS	Commissioners' Office	\$64.38	\$64.38	776467
2/9/2026	2026-002597	FOURTH ESTATE INC (EFT)	Commissioners' Office	\$2,000.00	\$2,000.00	148997
2/9/2026	2026-002598	INDIANA MICHIGAN POWER COMPANY	Commissioners' Office	\$565.98	\$565.98	148880
2/9/2026	2026-002599	LLOYD ENTERPRISES I, LLC	Commissioners' Office	\$173.79	\$173.79	149010
2/9/2026	2026-002600	MORES KUBOTA OF FORT WAYNE (EFT)	Parks	\$71.81	\$71.81	148944
2/9/2026	2026-002601	SYMETRA LIFE INSURANCE COMPANY	Sheriff's Office	\$50,379.55	\$50,379.55	776407
2/9/2026	2026-002602	CINTAS CORPORATION (EFT)	Commissioners' Office	\$26.90	\$26.90	148916
2/9/2026	2026-002603	ALLEN COUNTY SERVICES DEPT	Environmental Management	\$323.92	\$323.92	776419
2/9/2026	2026-002604	LEXISNEXIS RISK DATA MANAGEMENT E	Sheriff's Office	\$4,677.33	\$4,677.33	148941
2/9/2026	2026-002605	COMCAST (EFT)	Sheriff's Office	\$184.90	\$184.90	148883
2/9/2026	2026-002606	FASTENAL COMPANY (EFT)	Maintenance	\$29.30	\$29.30	148972
2/9/2026	2026-002607	X-SOFT INC (EFT)	County Assessor's Office	\$9,753.00	\$9,753.00	148977
2/9/2026	2026-002608	NEAR NORTH TITLE GROUP	Building	\$825.00	\$825.00	776458
2/9/2026	2026-002609	ODP BUSINESS SOLUTIONS, LLC	County Assessor's Office	\$32.97	\$32.97	149013
2/9/2026	2026-002610	MAYORS AND COMMISSIONERS	Commissioners' Office	\$1,600.00	\$1,600.00	776449
2/9/2026	2026-002611	ENOTICE	Commissioners' Office	\$11.88	\$11.88	149008
2/9/2026	2026-002612	ALLEN COUNTY SERVICES DEPT	County Assessor's Office	\$489.47	\$489.47	776419
2/9/2026	2026-002613	ADAMS REMCO INC *(EFT)	Building	\$366.80	\$366.80	776421
2/9/2026	2026-002614	THOMSON REUTERS - WEST (EFT)	Commissioners' Office	\$354.01	\$354.01	148964
2/9/2026	2026-002615	ALLEN COUNTY SERVICES DEPT	Youth Services Center	\$481.86	\$481.86	776419
2/9/2026	2026-002616	MOMENTUS TECHNOLOGIES LLC	Memorial Coliseum	\$15,077.51	\$15,077.51	776466
2/9/2026	2026-002617	MID-AMERICAN SALT LLC (EFT)	Youth Services Center	\$18.70	\$18.70	776439
2/9/2026	2026-002618	MOTOROLA SOLUTIONS *(EFT)	Sheriff's Office	\$85,897.00	\$85,897.00	148945
2/9/2026	2026-002619	IMAGING OFFICE SYSTEMS INC (EFT)	Memorial Coliseum	\$144.38	\$144.38	148928
2/9/2026	2026-002620	SPRINGER, KENNETH	Youth Services Center	\$255.00	\$255.00	776461
2/9/2026	2026-002621	NIPSCO	Youth Services Center	\$3,156.66	\$3,156.66	776408
2/9/2026	2026-002622	ABM ONSITE SERVICES MIDWEST INC	Commissioners' Office	\$50.00	\$50.00	776445
2/9/2026	2026-002623	COMCAST (EFT)	Memorial Coliseum	\$189.75	\$189.75	148883
2/9/2026	2026-002624	SECTRAN SECURITY INC	Treasurer's Office	\$1,722.47	\$1,722.47	776469
2/9/2026	2026-002626	GORDON FOOD SERVICE	Youth Services Center	\$1,420.65	\$1,420.65	148983
2/9/2026	2026-002627	SCHENKELS DAIRY	Youth Services Center	\$74.22	\$74.22	148957
2/9/2026	2026-002628	JH SPECIALTY INC	Youth Services Center	\$1,801.45	\$1,801.45	148976
2/9/2026	2026-002629	ALLEN COUNTY TREASURER	Commissioners' Office	\$20,641.00	\$20,641.00	776401
2/9/2026	2026-002630	MCKESSON MEDICAL-SURGICAL (EFT)	Youth Services Center	\$25.78	\$25.78	148925
2/9/2026	2026-002631	ALLEN COUNTY BUILDING MANAGER	Youth Services Center	\$2,500.00	\$2,500.00	776416
2/9/2026	2026-002632	CITY UTILITIES	Memorial Coliseum	\$11,716.91	\$11,716.91	776402
2/9/2026	2026-002633	DILLING GROUP INC	Memorial Coliseum	\$1,397.50	\$1,397.50	149009
2/9/2026	2026-002634	PEERLESS CLEANERS (EFT)	Memorial Coliseum	\$78.00	\$78.00	148897

2/9/2026	2026-002635	HOIST SALES & SERVICES INC (EFT)	Memorial Coliseum	\$8,484.00	\$8,484.00	776437
2/9/2026	2026-002636	ODP BUSINESS SOLUTIONS, LLC	Building	\$1,222.37	\$1,222.37	149013
2/9/2026	2026-002637	JP MORGAN CHASE COMMERCIAL CARD	Surveyor's Office	\$338.00	\$338.00	148877
2/9/2026	2026-002638	BEERS MALLERS BACKS & SALIN (EFT)	Building	\$42.91	\$42.91	148946
2/9/2026	2026-002639	JP MORGAN CHASE COMMERCIAL CARD	Surveyor's Office	\$369.47	\$369.47	148877
2/9/2026	2026-002640	BEERS MALLERS BACKS & SALIN (EFT)	Building	\$32.00	\$32.00	148946
2/9/2026	2026-002641	BEERS MALLERS BACKS & SALIN (EFT)	Building	\$40.91	\$40.91	148946
2/9/2026	2026-002642	BEERS MALLERS BACKS & SALIN (EFT)	Building	\$43.91	\$43.91	148946
2/9/2026	2026-002643	BEERS MALLERS BACKS & SALIN (EFT)	Building	\$6.00	\$6.00	148946
2/9/2026	2026-002644	KRAFFT WATER SOLUTIONS LLC (EFT)	Commissioners' Office	\$237,499.77	\$237,499.77	148996
2/9/2026	2026-002645	TANDEM SOLUTIONS	Surveyor's Office	\$556.57	\$556.57	148969
2/9/2026	2026-002646	ODP BUSINESS SOLUTIONS, LLC	Surveyor's Office	\$59.93	\$59.93	149013
2/10/2026	2026-002647	STUCKY LAUER & YOUNG LLP (EFT)	Superior Court	\$650.00	\$650.00	148989
2/10/2026	2026-002648	STUCKY LAUER & YOUNG LLP (EFT)	Superior Court	\$250.00	\$250.00	148989
2/10/2026	2026-002649	HARMEYER LAW FIRM (EFT)	Superior Court	\$225.00	\$225.00	148968
2/10/2026	2026-002650	SOCRATIC PARENTING LLC (EFT)	Superior Court	\$50.00	\$50.00	148981
2/10/2026	2026-002651	CHRISTOFF & CHRISTOFF ATTY (EFT)	Superior Court	\$650.00	\$650.00	148894
2/10/2026	2026-002652	SPANICUS LLC (EFT)	Superior Court	\$10,534.62	\$10,534.62	148932
2/10/2026	2026-002653	BOBAY, CRAIG (EFT)	Superior Court	\$198.35	\$198.35	149031
2/10/2026	2026-002654	THERECORDXCHANGE	Superior Court	\$11,450.00	\$11,450.00	776472
2/10/2026	2026-002655	ODP BUSINESS SOLUTIONS, LLC	Superior Court	\$697.52	\$697.52	149013
2/10/2026	2026-002656	ALLEN COUNTY SERVICES DEPT	Superior Court	\$65.53	\$65.53	776419
2/10/2026	2026-002657	INDIANA STAMP COMPANY INC (EFT)	Superior Court	\$30.26	\$30.26	148917
2/10/2026	2026-002658	ALLEN COUNTY SERVICES DEPT	Superior Court	\$152.97	\$152.97	776419
2/3/2026	2026-002659	ESRI (EFT)	Information Technology	\$850,000.00	\$850,000.00	148971
2/10/2026	2026-002660	VET COURTS DRUG COURTS WORK (EFT)	Superior Court	\$700.00	\$700.00	148984
2/10/2026	2026-002661	SHEPHERDS HOUSE INC	Superior Court	\$600.00	\$600.00	776426
2/10/2026	2026-002662	HARMEYER LAW FIRM (EFT)	Superior Court	\$500.00	\$500.00	148968
2/10/2026	2026-002663	HELMKE BEAMS LLP	Superior Court	\$100.00	\$100.00	148901
2/10/2026	2026-002664	SHILTS & SETLAK LLC (EFT)	Superior Court	\$25.00	\$25.00	148986
2/10/2026	2026-002665	WAITE-TUESLEY, ROXANNE	Superior Court	\$739.87	\$739.87	149005
2/10/2026	2026-002666	HAMILTON, CHRISTOPHER P (EFT)	Superior Court	\$2,826.93	\$2,826.93	148939
2/10/2026	2026-002667	MARTIN-COLEMAN, KAREN	Superior Court	\$721.10	\$721.10	149006
2/10/2026	2026-002668	LANGUAGE LINE SERVICES (EFT)	Superior Court	\$504.72	\$504.72	148966
2/10/2026	2026-002669	HAMILTON, CHRISTOPHER P (EFT)	Superior Court	\$350.00	\$350.00	148939
2/10/2026	2026-002670	VERACITY IIR LLC	Superior Court	\$1,468.50	\$1,468.50	776468
2/10/2026	2026-002671	THE LAW OFFICE OF SPENSER G BENGE	Superior Court	\$771.52	\$771.52	776470
2/10/2026	2026-002672	HARMEYER LAW FIRM (EFT)	Superior Court	\$300.00	\$300.00	148968
2/10/2026	2026-002673	BONEFF JR, MATTHEW J	Superior Court	\$150.00	\$150.00	776462

2/10/20262026-002675	YOUN, KAY L	Superior Court	\$244.33	\$244.33	776460
2/10/20262026-002676	TANDEM SOLUTIONS	Superior Court	\$821.30	\$821.30	148969
2/10/20262026-002677	GOEGLEIN, DOUGLAS K.	Superior Court	\$600.00	\$600.00	149012
2/10/20262026-002678	VERIZON WIRELESS LLC *	Superior Court	\$164.06	\$164.06	148884
2/10/20262026-002679	REDWOOD TOXICOLOGY LABORATORY (Superior Court	\$13,796.15	\$13,796.15	148953
2/10/20262026-002680	PETRO REPORTING SERVICE (EFT)	Public Defender	\$723.00	\$723.00	148937
2/10/20262026-002681	OPENINGS MITIGATION BANK INC	Commissioners' Office	\$30,080.00	\$30,080.00	776392
2/10/20262026-002682	FORT WAYNE POLICE DEPT	Auditor's Office	\$1,971.23	\$1,971.23	148887
2/9/20262026-002684	ALLEN COUNTY SERVICES DEPT	Commissioners' Office	\$1,005.91	\$1,005.91	776419
2/10/20262026-002685	COMCAST	Memorial Coliseum	\$1,064.95	\$1,064.95	776405
2/10/20262026-002686	REPUBLIC SERVICES INC (EFT)	Memorial Coliseum	\$2,249.99	\$2,249.99	148878
2/10/20262026-002687	INDIANA MICHIGAN POWER COMPANY	Memorial Coliseum	\$1,408.38	\$1,408.38	148880
2/10/20262026-002688	QUADIENT LEASING USA INC (EFT)	Memorial Coliseum	\$191.97	\$191.97	148952
2/10/20262026-002689	CHRISTOPHER BURKE ENGINEERING (E	Surveyor's Office	\$742.50	\$742.50	148895
2/10/20262026-002690	JP MORGAN CHASE COMMERCIAL CARD	Environmental Managemen	\$86.00	\$86.00	148877
2/10/20262026-002695	UNIVERSAL PROTECTION SERVICE, LP	Commissioners' Office	\$4,190.56	\$4,190.56	776457
2/10/20262026-002696	ESI LEGACY HOLDCO, INC	Commissioners' Office	\$35,000.00	\$35,000.00	776459
2/10/20262026-002699	MERCK SHARP & DOHME CORP	Health	\$14,849.91	\$14,849.91	776422
2/10/20262026-002707	NORTHERN INDIANA CLERKS ASSOCIATI	Election Board	\$150.00	\$150.00	776409
2/10/20262026-002708	SAW THET PHYOWAI	Health	\$715.50	\$715.50	149018
2/10/20262026-002709	Anchor Indiana V, LLC	Highway	\$32,150.00	\$32,150.00	776413
2/10/20262026-002710	G&S Farmstead LLC	Highway	\$5,715.00	\$5,715.00	776414
2/10/20262026-002711	Walgreen Co	Highway	\$55,510.00	\$55,510.00	776415
2/10/20262026-002712	ALLEN COUNTY SERVICES DEPT	Coroner's Office	\$652.99	\$652.99	776419
2/10/20262026-002714	FIRST AYD CORP (EFT)	Purchasing	\$476.00	\$476.00	148893
2/10/20262026-002715	ALLEN COUNTY SERVICES DEPT	Homeland Security	\$243.71	\$243.71	776403
2/10/20262026-002716	ALLEN COUNTY SERVICES DEPT	Purchasing	\$75.99	\$75.99	776419
2/10/20262026-002717	VERIZON WIRELESS LLC *	Homeland Security	\$91.41	\$91.41	148884
2/10/20262026-002718	CINTAS CORPORATION (EFT)	Purchasing	\$26.77	\$26.77	148916
2/10/20262026-002720	ALLEN COUNTY COMMUNITY CORRECTI	Purchasing	\$455.00	\$455.00	776438
2/10/20262026-002722	ARMOR UP AMERICA	Auditor's Office	\$2,324.00	\$2,324.00	148885
2/10/20262026-002723	ALLEN COUNTY SERVICES DEPT	Surveyor's Office	\$1,006.81	\$1,006.81	776419
2/10/20262026-002724	AUTOVALUE	Purchasing	\$7.31	\$7.31	149007
2/10/20262026-002725	AUTOZONE INC	Purchasing	\$96.28	\$96.28	776424
2/10/20262026-002727	MCMAHONS BEST-ONE (EFT)	Purchasing	\$2,102.00	\$2,102.00	148915
2/10/20262026-002729	BOB THOMAS FORD LINCOLN (EFT)	Purchasing	\$108.37	\$108.37	148947
2/10/20262026-002730	MEYER AUTO SALES INC (EFT)	Purchasing	\$4,995.00	\$4,995.00	149027
2/10/20262026-002733	MACYS AUTO PARTS (EFT)	Purchasing	\$342.72	\$342.72	148914
2/10/20262026-002734	BRATEMANS INC (EFT)	Surveyor's Office	\$249.98	\$249.98	148909

2/10/2026	2026-002735	BEERS MALLERS BACKS & SALIN (EFT)	Commissioners' Office	\$3,541.66	\$3,541.66	148946
2/10/2026	2026-002736	PARKER SERVICE INC (EFT)	Purchasing	\$35.00	\$35.00	148919
2/10/2026	2026-002737	RIDGE FORT WAYNE CO (EFT)	Purchasing	\$93.75	\$93.75	148951
2/10/2026	2026-002738	API CONSTRUCTION CORP (EFT)	Commissioners' Office	\$50,811.72	\$50,811.72	148943
2/10/2026	2026-002739	NIPSCO	Maintenance	\$3,790.23	\$3,790.23	776408
2/10/2026	2026-002740	TRUX UNLIMITED	Purchasing	\$324.27	\$324.27	776451
2/10/2026	2026-002741	FLEMING EXCAVATING INC (EFT)	Commissioners' Office	\$90,393.73	\$90,393.73	148949
2/10/2026	2026-002742	FLEMING EXCAVATING INC (EFT)	Commissioners' Office	\$11,005.47	\$11,005.47	148949
2/10/2026	2026-002743	PARKVIEW HOSPITAL, INC	Health	\$3,109.91	\$3,109.91	149021
2/10/2026	2026-002744	OMNISOURCE ELECTRONICS (EFT)	Information Technology	\$278.71	\$278.71	148985
2/10/2026	2026-002745	JP MORGAN CHASE COMMERCIAL CARD	Clerk's Office	\$65.00	\$65.00	148877
2/10/2026	2026-002747	JP MORGAN CHASE COMMERCIAL CARD	Treasurer's Office	\$341.34	\$341.34	148877
2/10/2026	2026-002748	NIPSCO	Maintenance	\$1,821.79	\$1,821.79	776408
2/10/2026	2026-002749	S CUBE INC (EFT)	Information Technology	\$3,612.50	\$3,612.50	148998
2/10/2026	2026-002751	NIPSCO	Maintenance	\$613.52	\$613.52	776408
2/10/2026	2026-002752	NIPSCO	Maintenance	\$1,002.16	\$1,002.16	776408
2/10/2026	2026-002753	SUPERION LLC (EFT)	Information Technology	\$9,457.69	\$9,457.69	148994
2/10/2026	2026-002755	ALLEN COUNTY SERVICES DEPT	Auditor's Office	\$206.86	\$206.86	776419
2/10/2026	2026-002756	VERIZON WIRELESS LLC *	Maintenance	\$83.49	\$83.49	148884
2/10/2026	2026-002757	FORT WAYNE CITY UTILITIES	Information Technology	\$2,086.89	\$2,086.89	148926
2/10/2026	2026-002761	CONNOLLYS DO-IT-BEST (EFT)	Maintenance	\$34.05	\$34.05	148955
2/10/2026	2026-002763	USI INSURANCE SERVICES LLC	Auditor's Office	\$20,347.00	\$20,347.00	148980
2/10/2026	2026-002765	TRINE UNIVERSITY	Community Corrections	\$180.00	\$180.00	776423
2/10/2026	2026-002766	NEW ERA TECHNOLOGY (EFT)	Community Corrections	\$270.00	\$270.00	776430
2/10/2026	2026-002767	FT WAYNE PUBLIC TRANSPORT (EFT)	Community Corrections	\$1,875.00	\$1,875.00	148888
2/10/2026	2026-002768	SUMMIT FOOD SERVICE MANAGEMENT	Community Corrections	\$19,753.92	\$19,753.92	776444
2/10/2026	2026-002769	BI INC - BEHAVIORAL INTRVTION (EFT)	Community Corrections	\$47,355.60	\$47,355.60	148899
2/10/2026	2026-002770	CLINICAL AND FORENSIC PSYCH SVC-EFT	Community Corrections	\$580.00	\$580.00	148962
2/10/2026	2026-002772	TECHNICAL RESOURCE MANAGEMENT (I	Community Corrections	\$16,033.45	\$16,033.45	148988
2/10/2026	2026-002775	ODP BUSINESS SOLUTIONS, LLC	Community Corrections	\$1,656.38	\$1,656.38	149013
2/10/2026	2026-002776	BEERS MALLERS BACKS & SALIN (EFT)	ReDevelopment	\$1,800.00	\$1,800.00	148946
2/10/2026	2026-002779	GRAINGER INC (EFT)	Highway	\$1,828.29	\$1,828.29	148911
2/10/2026	2026-002780	O'REILLY AUTO PARTS-FIRST CALL(EFT)	Highway	\$217.00	\$217.00	148934
2/11/2026	2026-002784	CITY UTILITIES	Maintenance	\$14.43	\$14.43	776402
2/11/2026	2026-002785	CITY UTILITIES	Maintenance	\$83.84	\$83.84	776402
2/11/2026	2026-002792	JP MORGAN CHASE COMMERCIAL CARDS	Superior Court	\$112.71	\$112.71	148877
2/9/2026	2026-002801	JP MORGAN CHASE COMMERCIAL CARD	Purchasing	\$1,317.95	\$1,317.95	148877
2/9/2026	2026-002802	JP MORGAN CHASE COMMERCIAL CARD	Purchasing	\$1,614.08	\$1,614.08	148877
2/9/2026	2026-002803	JP MORGAN CHASE COMMERCIAL CARD	Purchasing	\$679.83	\$679.83	148877

2/11/20262026-002851	JP MORGAN CHASE COMMERCIAL CARDAdult Probation	\$671.56	\$671.56	148877
2/11/20262026-002852	JP MORGAN CHASE COMMERCIAL CARDAdult Probation	\$1,403.04	\$1,403.04	148877
2/11/20262026-002853	JP MORGAN CHASE COMMERCIAL CARDAdult Probation	\$45.00	\$45.00	148877

Jackie Scheuman, Auditor

ALLOWANCE OF VOUCHERS

We have examined the vouchers listed on the forgoing accounts payable voucher register, consisting of _____ pages, and except for vouchers not allowed as shown on the Register such vouchers are allowed in the total amount of : **\$7,485,113.73**

Dated this _____ day of _____, _____.

Richard E. Beck

Therese M. Brown

Ronald W. Turpin

The Board of Commissioners of the County of Allen, Indiana



Allen County Highway Department

200 East Berry Street, Suite 280
Fort Wayne, Indiana 46802
260-449-7369

CHANGE ORDER

CHANGE ORDER NO.: 1 & FINAL

PROJECT: 2025 CONCRETE STREET REPAIRS, OAK GROVE VILLAS AND OAK GROVE EXTENDED SUBDIVISIONS

BID REFERENCE NO.: 02-2025

CONTRACTOR: MILESTONE CONTRACTORS, L.P.

CONTRACT DATE: APRIL 4, 2025

This Change Order constitutes full mutual accord and satisfaction for all time and all costs related to this change. By acceptance of this Change Order, the Contractor hereby agrees that the change represents an equitable adjustment to the Contract and further agrees to waive all rights to file and further claims or changes arising out of or as a result of this change, or the accumulation of changes on this Contract.

The Contractor is directed to make the following changes in the Contract Documents as set forth in this Change Order.

Description of the Change:

In order to construct the project substantially as planned and balance the contract dollar amount various work item quantities were adjusted as directed by ACHD personnel.

Resulting In:

- Item #5.00, Concrete Pavement 7" (includes saw cut, removal and disposal of existing concrete pavement, 5" compacted aggregate course, field drilled holes and #4 rebar; 624 SYS @ \$83.75 = \$52,260.00 (Decrease)
- Item #7.00, Concrete 6" for Driveway (includes sawcut, removal and disposal of existing concrete driveway pavement, 6" compacted aggregate #53 base); 114.9 SYS @ \$138.75 = \$15,942.38 (Increase)
- Item #8.00, 6 Inch Perforated Plastic Pipe, With Sock (Undistributed); 60 LFT @ \$10.00 = \$ 600.00 (Decrease)
- Item #9.00, Special Subgrade Treatment (Undistributed); 178 SYS @ \$19.50 = \$3,471.00(Increase)
- Item #10.00, Expansion Joint; 94.0 LFT@ \$7.75 = \$728.50 (Decrease)
- Item #11.00, Compacted Aggregate for Base #53, (Undistributed); 46.8 TON @ \$37.00 = \$1,731.60 (Decrease)
- Item #12.00, Repair Storm Inlet/Manhole Drainage Structure, 1.00 Each @ \$1,797.00 = \$ 1,797.00 (Decrease)
- Item #14.00, Sidewalk, Concrete,4 Inch, 3.20SYS @ \$90.00 = \$288.00 (Decrease)
- Item #15.00, Concrete Removal, Sidewalk, 8.20 SYS @\$22.50 = \$184.50 (Decrease)
- Item #16.00, HMA for Patching, 0.51 TONS @ \$628.50 = \$320.54 (Increase)
- Item #17.00, Standard Inlet, Type I (Undistributed), 1.0 @ \$3,884.00 = \$3,884.00 (Decrease)
- Item #18.00, Rolled Curb Casting, Furnish & Install to Grade (Undistributed), 1.0 EACH \$782.00 = \$782.00 (Decrease)
- Item #20.00, Inspection Hole, Greater Than 3 Feet Depth, 2 EACH @\$718.25 = \$1,436.50 (Decrease)

Reason for the Change: Changed Conditions and Contract Dollar Amount Adjustment.

Attachments: NA

The Original Contract Amount _____ \$884,146.28

Net Change by previous Change Orders _____ \$0.00

The Contract Amount prior to this Change Order _____ \$884,146.28

The Contract Amount will be Decreased by this Change Order _____ \$43,958.18

The Contract Amount including this Change Order will be _____ \$840,188.10

The Original Contract Amount will be Decreased by 4.97% by this Change Order # 1 & Final.

The Original Contract Completion Date is November 14, 2025.

The Contract Completion Date will be extended by this Change Order #1 to N/A.

SUMMARY THIS CONTRACT CHANGE ORDER No. 1 & FINAL

Item #	Increase	Decrease
5.00		\$52,260.00
7.00	\$15,942.38	
8.00		\$600.00
9.00	\$3,471.00	
10.00		\$728.50
11.00		\$1,731.60
12.00		\$1,797.00
14.00		\$288.00
15.00		\$184.50
16.00	\$320.54	
17.00		\$3,884.00
18.00		\$782.00
20.00		\$1,436.50
Subtotal	\$19,733.92	\$63,692.10
Summary Total		\$43,958.18

TOTAL CONTRACT CHANGE ORDER #1 & FINAL = \$43,958.18 DECREASE

Change Order No 1 and Final for Oak Grove Villas & Oak Grove Extended Subdivisions

NAME OF CONTRACTOR: MILESTONE CONTRACTORS, L.P.


BY: Joseph R Thomas VP/Area Manager
Personal Signature Title/Position of Authority

ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, this 29th day of January, 2020, personally appeared Joseph R. Thomas and acknowledged the execution of the foregoing **CHANGE ORDER** as his/her voluntary act and deed. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

Machelle Suchicki
Notary Public
Machelle Suchicki
Commission Expires: August 21, 2020



RECOMMENDED FOR APPROVAL

ALLEN COUNTY HIGHWAY DEPARTMENT:

William F. Hartman
Executive Director

Margaret A. Hershberger
Engineering Services/Chief Project Manager

APPROVED

**BOARD OF COMMISSIONERS:
ALLEN COUNTY, INDIANA**

Richard E. Beck

Ronald W. Turpin

Therese M. Brown

ATTEST: ALLEN COUNTY DEPUTY AUDITOR

Date: _____

cc: Contractor
Accounting, Project File
County Purchasing



Allen County Highway Department

200 East Berry Street, Suite 280
Fort Wayne, Indiana 46802
260-449-7369


PROJECT ACCEPTANCE FORM

February 6, 2025

WE THE UNDERSIGNED BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN; THE EXECUTIVE DIRECTOR AND THE ENGINEERING SERVICES MANAGER OF THE ALLEN COUNTY HIGHWAY DEPARTMENT; HAVE INSPECTED, APPROVED AND ACCEPTED THE FOLLOWING CONTRACT AS OF THIS DATE:

CONTRACT DATE:	APRIL 4, 2025
BID REFERENCE NUMBER:	02-2025
PROJECT LOCATION:	OAK GROVE VILLAS & EXTENDED SUBDIVISIONS
PROJECT NUMBER:	0800125 THRU 0800425
SCOPE OF WORK:	CONCRETE STREET REPAIRS
PROJECT COMPLETION DATE:	NOVEMBER 14, 2025
ORIGINAL CONTRACT AMOUNT:	\$884,146.28
FINAL CONTRACT AMOUNT:	\$840,188.10

NAME OF CONTRACTOR: MILESTONE CONTRACTORS, L.P.



 Personal Signature



 Title Date

**THE BOARD OF COMMISSIONERS OF
THE COUNTY OF ALLEN, INDIANA**

**EXECUTIVE DIRECTOR
Allen County Highway Department**

Richard E. Beck

William F. Hartman

Ronald W. Turpin

**ENGINEERING SERVICES MANAGER
Allen County Highway Department**

Therese M. Brown

Margaret A. Hershberger

DATE: _____

Original to Commissioners' Record
cc: Contractor, Project Record



Allen County Highway Department

200 East Berry Street, Suite 280
Fort Wayne, Indiana 46802
260-449-7369

CHANGE ORDER

CHANGE ORDER NO.: 1 & FINAL

PROJECT: 2025: CONCRETE STREET REPAIRS, CARRIAGE COVE SUBDIVISION, IN HARLAN

BID REFERENCE NO.: 04-2025

CONTRACTOR: MILESTONE CONTRACTORS, L.P.

CONTRACT DATE: APRIL 4, 2025

This Change Order constitutes full mutual accord and satisfaction for all time and all costs related to this change. By acceptance of this Change Order, the Contractor hereby agrees that the change represents an equitable adjustment to the Contract and further agrees to waive all rights to file any further claims or changes arising out of or as a result of this change, or the accumulation of changes on this Contract.

The Contractor is directed to make the following changes in the Contract Documents as set forth in this Change Order.

Description of the Change:

In order to construct the project substantially as planned and balance the contract dollar amount various work item quantities were adjusted as directed by ACHD personnel.

Resulting In:

- Item #5.00, Concrete Pavement 7" (includes saw cut, removal and disposal of existing concrete pavement, 5" compacted aggregate course, field drilled holes and #4 rebar; 180 SYS @ \$87.50 = \$15,750 (Decrease)
- Item #7.00, Concrete 6" for Driveway (includes sawcut, removal and disposal of existing concrete driveway pavement, 6" compacted aggregate #53 base); 8.80 SYS @ \$165.00 = \$1,452.00 (Decrease)
- Item #8.00, 6 Inch Perforated Plastic Pipe, With Sock (Undistributed); 14 LFT @ \$10.00 = \$140.00 (Increase)
- Item #9.00, Special Subgrade Treatment (Undistributed); 273 SYS @ \$18.50 = \$5050.50 (Decrease)
- Item #10.00, Expansion Joint; 54 LFT @ \$8.50 = \$459.00 (Decrease)
- Item #11.00, Compacted Aggregate for Base #53, (Undistributed); 249 TON @ \$39.00 = \$9,711.00 (Decrease)
- Item #12.00, Repair Storm Inlet/Manhole Drainage Structure, 1.00 EACH @ \$1,797.50 = \$ 1,797.50 (Decrease)
- Item # 13.00, Pop Up Drain Emitter (Undistributed), 1.00 EACH @ \$373.25 = \$373.25 (Decrease)
- Item #14.00, Rolled Curb Casting, Furnish & Install to Grade (Undistributed), 1.0 EACH \$782.00 = \$782.00 (Decrease)
- Item #15.00, Inspection Hole, 3 Feet Depth or Less, 2 EACH @ \$442.00 = \$884.00 (Increase)
- Item #16.00, Inspection Hole, Greater Than 3 Feet Depth, 1 EACH @ \$718.25 = \$718.25 (Decrease)
- Item #17.00, HMA for Patching, 9 TONS @ \$554.25 = \$4,988.25 (Decrease)

Reason for the Change: Changed Conditions and Contract Dollar Amount Adjustment.

Attachments: NA

The Original Contract Amount _____ \$434,039.54

Net Change by previous Change Orders _____ \$0.00

The Contract Amount prior to this Change Order _____ \$434,039.54

The Contract Amount will be Decreased by this Change Order _____ \$40,057.75

The Contract Amount including this Change Order will be _____ \$393,981.79

The Original Contract Amount will be Decreased by 9.23% by this Change Order # 1 & Final.

The Original Contract Completion Date is November 14, 2025.

The Contract Completion Date will be extended by this Change Order #1 to N/A.

SUMMARY THIS CONTRACT CHANGE ORDER No. 1 & FINAL

Item #	Increase	Decrease
5.00		\$15,750.00
7.00		\$1452.00
8.00	\$140	
9.00		\$5050.50
10.00		\$459.00
11.00		\$9711.00
12.00		\$1797.50
13.00		\$373.25
14.00		\$782.00
15.00	\$884.00	
16.00		\$718.25
17.00		\$4988.25
Subtotal	\$1,024.00	\$41,081.75
Summary Total		\$40,057.75

TOTAL CONTRACT CHANGE ORDER #1 & FINAL = \$40,057.75 DECREASE

Change Order No 1 and Final for Carriage Cove Subdivision, Harlan Indiana

NAME OF CONTRACTOR:

MILESTONE CONTRACTORS L.P.

BY: Joseph R Thomas
Personal Signature

VP / Area Manager
Title/Position of Authority

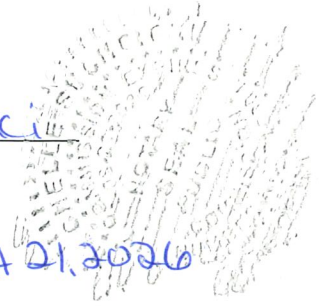
ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, this 29th day of January, 2026, personally appeared Joseph R Thomas and acknowledged the execution of the foregoing **CHANGE ORDER** as his/her voluntary act and deed. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

Machelle Suchicki
Notary Public

Machelle Suchicki
Commission Expires: August 21, 2026



RECOMMENDED FOR APPROVAL

ALLEN COUNTY HIGHWAY DEPARTMENT:

William F. Hartman
Executive Director

Margaret A. Hershberger
Engineering Services/Chief Project Manager

APPROVED

**BOARD OF COMMISSIONERS:
ALLEN COUNTY, INDIANA**

Richard E. Beck

Ronald W. Turpin

Therese M. Brown

**ATTEST:
ALLEN COUNTY DEPUTY AUDITOR**

Date: _____

cc: Allen County Highway, Purchasing, Project File



Allen County Highway Department

200 East Berry Street, Suite 280
Fort Wayne, Indiana 46802
260-449-7369

PROJECT ACCEPTANCE FORM

February 6, 2025


WE THE UNDERSIGNED BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN; THE EXECUTIVE DIRECTOR AND THE ENGINEERING SERVICES MANAGER OF THE ALLEN COUNTY HIGHWAY DEPARTMENT; HAVE INSPECTED, APPROVED AND ACCEPTED THE FOLLOWING CONTRACT AS OF THIS DATE:

CONTRACT DATE:	APRIL 4, 2025
BID REFERENCE NUMBER:	04-2025
PROJECT LOCATION:	CARRIAGE COVE SUBDIVISION, HARLAN INDIANA
PROJECT NUMBER:	0800525
SCOPE OF WORK:	CONCRETE STREET REPAIRS
PROJECT COMPLETION DATE:	NOVEMBER 19, 2025
ORIGINAL CONTRACT AMOUNT:	\$434,039.54
FINAL CONTRACT AMOUNT:	\$393,981.79

NAME OF CONTRACTOR: MILESTONE CONTRACTORS, L.P.



 Personal Signature



 Title Date

**THE BOARD OF COMMISSIONERS OF
THE COUNTY OF ALLEN, INDIANA**

**EXECUTIVE DIRECTOR
Allen County Highway Department**

Richard E. Beck

William F. Hartman

Ronald W. Turpin

**ENGINEERING SERVICES MANAGER
Allen County Highway Department**

Therese M. Brown

Margaret A. Hershberger

DATE: _____

Original to Commissioners' Record
cc: Contractor, Project Record



Allen County Highway Department

200 East Berry Street, Suite 280
Fort Wayne, Indiana 46802
260-449-7369

CHANGE ORDER

CHANGE ORDER NO.: 1 & FINAL

PROJECT: FURNISH AND INSTALL TRAFFIC PAINT PAVEMENT MARRKING ON VARIOUS COUNTY ROADS

BID REFERNCE #: 07-2022

PROJECT #: 0002725

CONTRACTOR: VICTORY TRUCKING AND SUPPLY INC./THREE RIVERS BARRICADE & EQUIPMENT CO.

CONTRACT DATE: MARCH 28, 2025

This Change Order constitutes full mutual accord and satisfaction for all time and all costs related to this change. By acceptance of this Change Order, the Contractor hereby agrees that the change represents an equitable adjustment to the Contract and further agrees to waive all rights to file and further claims or changes arising out of or as a result of this change, or the accumulation of changes on this Contract.

The Contractor is directed to make the following changes in the Contract Documents as set forth in this Change Order and Attachments:

Description of the Change:

Allen County has increased our pavement markings on various county roads, specifically those roads that have been resurfaced with HMA adding centerline markings and white edge lines.

Resulting In:

Item #2.00, Line, Waterborne Paint, Broken Yellow, 4 Inch;

43,302.00 LFT @ \$0.10 = \$4,330.20 (Increase)

Item #3.00, Line, Waterborne Paint, Solid Yellow, 4 Inch;

213,056.00 LFT @ \$0.10 = \$21,305.60 (Increase)

Item #5.00, Line, Waterborne Paint, Solid White, 4 Inch;

447,036.00 LFT @ \$0.10 = \$44,703.60 (Increase)

In order to substantially construct the project as planned and balance the Contract Dollar Amount and provide satisfactory Pavement Markings for all marked roads the following item quantities were adjusted as directed by Allen County Highway Department personnel.

Resulting In:

Item #4.00, Line, Waterborne Paint, Broken White, 4 Inch;

6,011.00 LFT @ \$0.10 = \$601.10 (Decrease)

Item #6.00, Pavement Message Marking, Multi-Component, Arrow

10.00 EA @ \$150.00 = \$1,500.00 (Decrease)

Item #7.00, Pavement Message Marking, Multi-Component, RxR

10.00 EA @ \$700.00 = \$7,000.00 (Decrease)
 Item #8.00, Transverse Marking, Multi-Component, 24" Stop Line
 15.00 LFT @ \$12.00 = \$180.00 (Decrease)
 Item #9.00, Transverse Marking, Multi-Component, 6" Crosswalk
 40.00 LFT @ \$5.00 = \$200.00 (Decrease)
 Item #10.00, Transverse Marking, Multi-Component, 24" Crosswalk (Piano Key)
 40.00 LFT @ \$12.00 = \$480.00 (Decrease)
 Item #11.00, T-Marking; 4.00 MI @ \$100.00 = \$400.00 (Decrease)
 Item #13.00, Line, Multi-Component, Undistributed; 100.00 LFT @ \$0.50 = \$50.00 (Decrease)

Reason for Change:

Contract Dollar Amount Balance.

Attachments: NA

The Original Contract Amount _____ \$514,410.00

Net Change by previous Change Orders _____ \$0.00

The Contract Amount prior to this Change Order _____ \$514,410.00

The Contract Amount will be INCREASED by this Change Order _____ \$59,928.30

The Contract Amount including this Change Order will be _____ \$574,338.30

The Original Contract Amount will be INCREASED by 11.6% by this Change Order #1 and FINAL

The Current Contract Completion Date Including this Change Order is December 13, 2025.

SUMMARY THIS CONTRACT CHANGE ORDER No. 1

Item #	Increase	Decrease
2.00	\$4,330.20	
3.00	21,305.60	
4.00		\$601.10
5.00	44,703.60	
6.00		\$1,500.00
7.00		\$7,000.00
8.00		\$180.00
9.00		\$200.00
10.00		\$480.00

11.00		\$400.00
13.00		\$50.00
Subtotal	\$70,339.40	\$10,411.10
Total This Change Order	\$59,928.30	

THIS CHANGE ORDER #1 AND FINAL AMOUNT = \$59,928.30 (INCREASE)

Change Order No 1 and Final for Furnish and Install Traffic Paint Pavement Markings on Various County Roads

NAME OF CONTRACTOR: THREE RIVERS BARRICADE & EQUIPMENT CO.

BY: _____
Personal Signature Title/Position of Authority

ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, this ____ day of _____, 20____, personally appeared _____ and acknowledged the execution of the foregoing **CHANGE ORDER** as his/her voluntary act and deed. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

Notary Public

RECOMMENDED FOR APPROVAL

ALLEN COUNTY HIGHWAY DEPARTMENT:

William F. Hartman
Executive Director

Margaret A. Hershberger
Engineering Services/Chief Project Manager

APPROVED

**BOARD OF COMMISSIONERS:
ALLEN COUNTY, INDIANA**

Richard E. Beck

Ronald W. Turpin

Therese M. Brown

**ATTEST:
ALLEN COUNTY DEPUTY AUDITOR**

Date: _____

cc: Contractor, AC Purchasing
ACHD, Project File



Allen County Highway Department

200 East Berry Street, Suite 280
Fort Wayne, Indiana 46802
260-449-7369


PROJECT ACCEPTANCE FORM


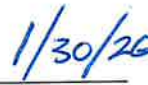
February 6, 2025

WE THE UNDERSIGNED BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN; THE EXECUTIVE DIRECTOR AND THE ENGINEERING SERVICES MANAGER OF THE ALLEN COUNTY HIGHWAY DEPARTMENT; HAVE INSPECTED, APPROVED AND ACCEPTED THE FOLLOWING CONTRACT AS OF THIS DATE:

CONTRACT DATE:	MARCH 28, 2025
BID REFERENCE NUMBER:	07-2022
PROJECT LOCATION:	FURNISH AND INSTALL TRAFFIC PAINT PAVEMENT MARKING ON CARIOUS COUNTY ROADS
PROJECT NUMBER:	0002725
SCOPE OF WORK:	PAVEMENT MARKINGS
PROJECT COMPLETION DATE:	DECEMBER 13, 2025
ORIGINAL CONTRACT AMOUNT:	\$514,410.00
FINAL CONTRACT AMOUNT:	\$574,338.30

NAME OF CONTRACTOR: VICTORY TRUCKING AND SUPPLY INC./THREE RIVERS BARRICADE & EQUIPMENT CO.


Personal Signature

 
Title Date

THE BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN, INDIANA

EXECUTIVE DIRECTOR
Allen County Highway Department

Richard E. Beck

William F. Hartman

Ronald W. Turpin

ENGINEERING SERVICES MANAGER
Allen County Highway Department

Therese M. Brown

Margaret A. Hershberger

DATE: _____

Original to Commissioners' Record
cc: Contractor, Project Record



Allen County Highway Department

200 East Berry Street, Suite 280
Fort Wayne, Indiana 46802
260-449-7369

February 20, 2026

BID REFERENCE: 09-2026. Conners Road Concrete Box Structure in Allen County, Indiana.

Bids for this project were received and opened on February 10, 2026, at 10:00 a.m. by the Allen County Department of Public Purchase and the Allen County Highway Department on behalf of the Allen County Board of Commissioners.

Eight (8) bids were received, and 8 bids were opened. The name of the bidder and the sum of the Base Bid and Alternate 1:

API Construction Corp.	=	\$166,750.00
Brooks Construction Comp. Inc.	=	\$175,433.00
Exterior Service	=	\$176,941.55
Kraft Water Solutions, LLC.	=	\$199,535.00
Bercot, Inc.	=	\$203,450.00
E & B Paving, Inc.	=	\$212,369.50
Milestone Contractors LP	=	\$224,076.01
Jutte Excavating, Inc.	=	\$230,165.00

The Engineer's Estimate for this project was \$221,291.00

After reviewing the bids submitted for this project, it is the Highway Department's recommendation the Allen County Board of Commissioners accept and award API Construction Corp the contract for the construction of this project on Friday, February 20, 2026.

RECOMMENDED FOR APPROVAL: ALLEN COUNTY HIGHWAY DEPARTMENT

_____, Wendy L. Reust, County Engineer

_____, William F. Hartman, Executive Director

APPROVED: THE BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN, INDIANA

_____, Richard E. Beck, President

_____, Ronald W. Turpin, Vice President

_____, Therese M. Brown, Secretary

ATTEST: ALLEN COUNTY DEPUTY AUDITOR

_____, Chris Cloud

DATE APPROVED: _____

cc: K. Yagodinski, ACHD, AC Purchasing, Contractor

LPA - CONSULTING CONTRACT

This Contract (“this Contract”) is made and entered into effective as of _____, 20____ (“Effective Date”) by and between the Board of Commissioners of the County of Allen, acting by and through its proper officials (“LOCAL PUBLIC AGENCY” or “LPA”), and Engineering Resources, Inc. (“the CONSULTANT”), a corporation/limited liability company organized under the laws of the State of Indiana.

Des. No.: 2401521

Project Description: Construction Engineering Services for upgrading Un-Signalized Intersection Sign & Marking Visibility Improvements on various roads within Allen County, Indiana.

RECITALS

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

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

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

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

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

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

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

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

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

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix “D” which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed **\$ 49,200.**

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

SECTION VI GENERAL PROVISIONS

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

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

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

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

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

5. **Certification for Federal-Aid Contracts Lobbying Activities.**
 - A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
 - i. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contracts, the making of any federal grant, the making of any federal loan, the

entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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

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

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

7. **Compliance with Laws.**

- A. The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract, shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.
- B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:
 - i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
 - ii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.

- iii. *Work Specific Standards.* The CONSULTANT and its SUB-CONSULTANTS, if any, have obtained, will obtain and/or will maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the LPA.
 - iv. *Secretary of State Registration.* If the CONSULTANT is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.
 - v. *Debarment and Suspension of CONSULTANT.* Neither the CONSULTANT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State and will immediately notify the LPA of any such actions. The term “principal” for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the CONSULTANT or who has managerial or supervisory responsibilities for the Services.
 - vi. *Debarment and Suspension of any SUB-CONSULTANTS.* The CONSULTANT’s SUB-CONSULTANTS are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The CONSULTANT shall be solely responsible for any recoupment, penalties or costs that might arise from the use of a suspended or debarred SUBCONSULTANT. The CONSULTANT shall immediately notify the LPA and INDOT if any SUB-CONSULTANT becomes debarred or suspended, and shall, at the LPA’s request, take all steps required by the LPA to terminate its contractual relationship with the SUB-CONSULTANT for work to be performed under this Contract.
- C. *Violations.* In addition to any other remedies at law or in equity, upon CONSULTANT’S violation of any of Section 7(A) through 7(B), the LPA may, at its sole discretion, do any one or more of the following:
- i. terminate this Contract; or
 - ii. delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
- D. *Disputes.* If a dispute exists as to the CONSULTANT’s liability or guilt in any action initiated by the LPA, and the LPA decides to delay, withhold, or deny work to the CONSULTANT, the CONSULTANT may request that it be allowed to continue, or receive work, without delay. The CONSULTANT must submit, in writing, a request for review to the LPA. A determination by the LPA under this Section 7.D shall be final and binding on the parties and not subject to administrative review. Any payments the LPA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.
8. **Condition of Payment.** The CONSULTANT must perform all Services under this Contract to the LPA’s reasonable satisfaction, as determined at the discretion of the LPA and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The LPA will not pay for work not performed to the LPA’s reasonable satisfaction, inconsistent with this Contract or performed in violation of federal, state, or local law (collectively, “deficiencies”) until all deficiencies are remedied in a timely manner.

9. Confidentiality of LPA Information.

- A. The CONSULTANT understands and agrees that data, materials, and information disclosed to the CONSULTANT may contain confidential and protected information. Therefore, the CONSULTANT covenants that data, material, and information gathered, based upon or disclosed to the CONSULTANT for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the LPA's prior written consent.
- B. The parties acknowledge that the Services to be performed by the CONSULTANT for the LPA under this Contract may require or allow access to data, materials, and information containing Social Security numbers and maintained by the LPA in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the CONSULTANT and the LPA agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the CONSULTANT, the CONSULTANT agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

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

11. DBE Requirements.

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

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

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

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

12. Non-Discrimination.

- A. Pursuant to I.C. 22-9-1-10, the Civil Rights Act of 1964, and the Americans with Disabilities Act, the CONSULTANT shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Contract. Acceptance of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
- B. The CONSULTANT understands that the LPA is a recipient of federal funds. Pursuant to that understanding, the CONSULTANT agrees that if the CONSULTANT employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the CONSULTANT will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONSULTANT shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

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

- C. The CONSULTANT shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.
- D. The CONSULTANT shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).
- E. The CONSULTANT shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability.)
- F. The CONSULTANT shall neither allow discrimination by contractors in their selection and retention of subcontractors, lessors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, lessors or material suppliers, who participate in construction, right-of-way clearance and related projects.

- G. The CONSULTANT shall take appropriate actions to correct any deficiency determined by itself and/or the Federal Highway Administration (“FHWA”) within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT’s assurances and guidelines.
- H. During the performance of this Contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:
- (1) Compliance with Regulations: The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
 - (2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 - (3) Solicitations for SUBCONSULTANTS, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential SUBCONSULTANT or supplier shall be notified by the CONSULTANT of the CONSULTANT’S obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
 - (4) Information and Reports: The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA or INDOT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the LPA, or INDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
 - (5) Sanctions for Noncompliance: In the event of the CONSULTANT’S noncompliance with the nondiscrimination provisions of this contract, the LPA shall impose such contract sanctions as it or INDOT may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the CONSULTANT under the Contract until the CONSULTANT complies, and/or
 - (b) cancellation, termination or suspension of the Contract, in whole or in part.
 - (6) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

13. Disputes.

- A. Should any disputes arise with respect to this Contract, the CONSULTANT and the LPA agree to act promptly and in good faith to resolve such disputes in accordance with this Section 13. Time is of the essence in the resolution of disputes.
- B. The CONSULTANT agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the CONSULTANT fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs (including reasonable attorneys' fees and expenses) incurred by the LPA or the CONSULTANT as a result of such failure to proceed shall be borne by the CONSULTANT.
- C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties have ten (10) business days, unless the parties mutually agree in writing to extend this period, following the written notification to resolve the dispute. If the dispute is not resolved within ten (10) business days, a dissatisfied party may submit the dispute in writing to initiate negotiations to resolve the dispute. The LPA may withhold payments on disputed items pending resolution of the dispute.

14. Drug-Free Workplace Certification.

- A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the LPA within ten (10) days after receiving actual notice that an employee of the CONSULTANT in the State of Indiana has been convicted of a criminal drug violation occurring in the CONSULTANT's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the LPA.
- B. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:
 - i. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - ii. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

- iii. Notifying all employees in the statement required by subparagraph 14.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 14.B.iii(2) above, or otherwise receiving actual notice of such conviction;
- v. Within thirty (30) days after receiving notice under subdivision 14.B.iii(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 14.B.i. through 14.B.v. above.

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

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

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

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

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

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

17. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.
18. **Liability.** If the CONSULTANT or any of its SUB-CONSULTANTS fail to comply with any federal requirement which results in the LPA's repayment of federal funds to INDOT the CONSULTANT shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.
19. **Indemnification.** The CONSULTANT agrees to indemnify the LPA, and their agents, officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract, provided that if the CONSULTANT is a "contractor" within the meaning of I.C. 8-3-2-12.5, this indemnity obligation shall be limited by and interpreted in accordance with I.C. 8-23-2-12-5. The LPA shall not provide such indemnification to the CONSULTANT.
20. **Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents or employees of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.
21. **Insurance - Liability for Damages.**
- A. The CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the LPA. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the LPA on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to the LPA, or to notify the LPA of any errors or deficiencies which the CONSULTANT knew or should have known existed.
- B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the LPA when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.
- C. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the LPA as a result of any negligent act, error or omission of the CONSULTANT, and for the LPA's losses or costs to repair or remedy construction. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction.

- D. The CONSULTANT shall be required to maintain in full force and effect, insurance as described below from the date of the first authorization to proceed until the LPA's acceptance of the work product. The CONSULTANT shall list both the LPA and INDOT as insureds on any policies. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.
- E. The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants or any agent of any of them, and the obligations of indemnification in Section 19 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.
- F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LPA prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling the LPA to immediately terminate this Contract.

I. Professional Liability Insurance

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

II. Commercial General Liability Insurance

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

1. Exclusions relating to the use of explosives, collapse, and underground damage to property shall be removed.
2. The policy shall provide thirty (30) days notice of cancellation to LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

III. Automobile Liability

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

1. Contractual Liability coverage shall be included.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

IV. Watercraft Liability (When Applicable)

1. When necessary to use watercraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT, or any SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the watercraft shall carry watercraft liability insurance in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable. Coverage shall apply to owned, non-owned, and hired watercraft.
2. If the maritime laws apply to any work to be performed by the CONSULTANT under the terms of the agreement, the following coverage shall be provided:
 - a. United States Longshoremen & Harbor workers
 - b. Maritime Coverage - Jones Act
3. The policy shall provide thirty (30) days notice of cancellation to the LPA.
4. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

V. Aircraft Liability (When Applicable)

1. When necessary to use aircraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT or SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the aircraft shall carry aircraft liability insurance in the amount of \$5,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Passenger Liability. Coverage shall apply to owned, non-owned and hired aircraft.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

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

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

Notices to the LPA shall be sent to:

Wendy Reust, PE
Allen County Highway Department
200 E. Berry Street, Suite 280
Fort Wayne, IN 46802

Notices to the CONSULTANT shall be sent to:

Kurt Heidenreich, PE, SE
Engineering Resources, Inc.
4175 New Vision Drive
Fort Wayne, IN 46845

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

24. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and attachments, (2) RFP document, (3) the CONSULTANT's response to the RFP document, and (4) attachments prepared by the CONSULTANT. All of the foregoing are incorporated fully by reference.
25. **Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials ("Work Product") will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA's prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT's expense. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix "A" on other projects without the express written consent of the CONSULTANT or as provided in Appendix "A". The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.
26. **Payments.** All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.
27. **Penalties, Interest and Attorney's Fees.** The LPA will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.

28. **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 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 modification or Amendment thereof.
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 Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.
39. **No Investment in Iran.** As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.
40. **Assignment of Antitrust Claims.** The CONSULTANT assigns to the State all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.


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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
Kurt Heidenreich
President

(Print or type name and title)


LOCAL PUBLIC AGENCY

Signature
Richard E. Beck, Jr., President

(Print or type name and title)

Signature
Ronald W. Turpin, Vice President

(Print or type name and title)

Attest:


Signature
Derek Frederickson
Vice-President

(Print or type name and title)

Signature
Therese M. Brown, Secretary

(Print or type name and title)

Attest:

Signature
Chris Cloud, Allen Co. Deputy Auditor

(Print or type name and title)

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:

A) CONSULTANT's Personnel

For the fulfillment of services outlined in Section B below, the CONSULTANT will provide one full time Resident Project Representative, a Project Manager, Inspectors, and engineering personnel as required for a period of time necessary to complete the construction project and final construction report.

The qualifications and experience of personnel provided by the CONSULTANT are subject to approval by the LPA and INDOT.

The Resident Project Representative will coordinate project activities with the LPA's Project Coordinator and INDOT's Area Engineer.

B) Description of Services

- 1) Construction Schedule: Review the construction schedule prepared by the Contractor for compliance with the Contract, and provide the LPA detailed documentation regarding its acceptability.
- 2) Conferences: Attend pre-construction conferences as directed by the LPA. Arrange a schedule of progress meetings, and such other job conferences as are required to assist in the successful completion of the project. Coordinate the scheduling of these meeting with the LPA. Record minutes of these meetings as directed by the LPA.

The CONSULTANT shall be available for conferences as requested by the LPA, INDOT and/or Federal Highway Administration to review working details of the project. Access to these agencies will be maintained throughout the life of the Contract.

- 3) Liaison: Serve as the LPA'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 liaison capacity, the full time Resident Project Representative shall monitor construction activities for compliance with the Contract. Any deviations observed shall be reported to the LPA and INDOT.
- 4) Project Submittals: The Resident Project Representative will receive project submittals from the Contractor, including where applicable: shop drawings, falsework drawings, samples, specifications and other submittals. These items will be reviewed for compliance with the contract documents. The submissions will be documented for the project file. Any modifications to the traffic control and phasing plans will also be reviewed by our engineering staff. Where appropriate, the Contractor will be notified when resubmission is required, and also when approval was obtained.
- 5) Review of Work, Inspection and Tests: The CONSULTANT will conduct on-site inspections for LPA of the work in progress as a basis for determining that the project is proceeding in accordance with the Contract Documents.

Obtain field samples of materials delivered to the site and provide samples to the INDOT laboratory office for testing in accordance with frequency requirements.

Provide on-site testing of materials in the manner and extent prescribed in the INDOT Construction Manual and in accordance with accepted practices.

Accompany visiting inspectors and LPA, INDOT & FHWA representatives having jurisdiction over the project around the site and report details of the inspection and construction progress.

Consider and evaluate the Contractor's request for modifications in drawings and/or specifications and report them with recommendations to the LPA and INDOT.

- 6) Records: The CONSULTANT will prepare and maintain orderly files, at the job site, of correspondence, conference minutes, shop drawings or submittals, Contract Documents with addenda, change orders and subsequent drawings, progress reports and other project related documents.

A log will be maintained recording time, weather conditions, construction activities, testing procedures, and visitors. Copies will be available to LPA upon request.

A list of names, addresses and phone numbers of subcontractors and major material suppliers will be maintained for the LPA.

Upon completion of the construction, the Final Construction Record and Final Estimate will be prepared as required for INDOT and the LPA.

- 7) Progress Estimates: The CONSULTANT will process progress estimates for periodic payments to the Contractor. Payment estimates will be based on the value of work performed and materials complete in place according to the Contract Documents.
- 8) Work Schedule and Suspension: The CONSULTANT's personnel will regulate their work schedule to conform to the Contractor's time on site and as directed by INDOT. If construction activities on the project are suspended, CONSULTANT personnel may be removed from the site when required services are up to date.
- 9) Conflict of Interest: The CONSULTANT will not perform any services (including but not limited to construction engineering, production staking, falsework design/drafting, shop drawing production, etc.) for the Contractor, subcontractor or material supplier related to work on this project without prior consent from the LPA and INDOT.

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

The LPA shall furnish the CONSULTANT with the following:

1. An employee designated as Project Coordinator to operate as the main contact for the LPA and to provide assistance with services to be provided by the CONSULTANT.
2. Copies of all relevant project related materials.

APPENDIX "C"

SCHEDULE:

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

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

The CONSULTANT will be prepared to begin the work under this Agreement within five days after a Letter of Notice to Proceed is received from the LPA. The CONSULTANT will complete and submit the Final Construction Record and Final Estimate within 45 days after the Contractor's last day of work.

APPENDIX "D"

1. The CONSULTANT shall receive as payment for the services performed under this Contract the total fee amount not to exceed \$ 49,200, unless a supplemental agreement is executed.
2. Payment will be made to the CONSULTANT for the actual hours of work performed by essential personnel exclusively on this contract. The hourly billing rate schedule is shown below. Rate adjustments will be considered annually, during the calendar year following the date of this contract. The standard adjustment, if not altered by INDOT, will be the 12 month percent change, as of December 31, 20XX, as compared to December 31, 20XX-1 in the Employment Cost Index (ECI) and will be applicable on July 1st of each year. A negative percentage change will result in an equal decrease in the Rate, if not altered by INDOT. INDOT reserves the right, annually as described herein, and after consideration of other relevant economic and financial factors to make fair and reasonable Rate adjustments differing from the ECI when considered to be in the best interest of the State of Indiana.

Employment Cost Index is defined as the "Employment Cost Index, Wages and Salaries (not seasonally adjusted), for private industry workers, professional, scientific and technical services", as issued each December by the U.S. Department of Labor, Bureau of Labor Statistics, Base = December 2005 =100.

**ENGINEERING RESOURCES, INC.
STANDARD HOURLY NEGOTIATED LABOR RATES**

EN10	\$238.46	DE7	\$166.41
EN9	\$238.46	DE5	\$128.79
EN8	\$203.27	DE4	\$139.24
EN7	\$178.05	DE3	\$116.39
EN6	\$161.97	DE2	\$113.78
EN5	\$152.45	CO7	\$133.22
EN4	\$140.28	CO5	\$121.63
EN3	\$130.70	CO1	\$92.18
EN2	\$120.27	IN1	\$57.20
EN1	\$107.38		

**ENGINEERING RESOURCES, INC.
OVERTIME HOURLY NEGOTIATED LABOR RATES**

CO7	\$156.22
CO5	\$142.63
CO1	\$108.10
IN1	\$67.07

3. The CONSULTANT will be reimbursed for the direct costs (the actual costs of such out-of-pocket expenses directly attributable to the Contract such as fares, mileage, equipment rentals, reproductions, contract or temporary staffing, 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, for the actual hours of work performed by essential personnel exclusively on this contract. The hourly billing rate schedule is shown below. Rate adjustments will be considered annually, during the calendar year following the date of this contract. The standard adjustment, if not altered by INDOT, will be the 12 month percent change, as of December 31, 20XX, as compared to December 31, 20XX-1 in the Employment Cost Index (ECI) and will be applicable on July 1st of each year. A negative percentage change will result in an equal decrease in the Rate, if not altered by INDOT. INDOT reserves the right, annually as described herein, and after consideration of other relevant economic and financial factors to make fair and reasonable Rate adjustments differing from the ECI when considered to be in the best interest of the State of Indiana.

**APEX CONSULTING & SURVEYING INC.
STANDARD HOURLY NEGOTIATED LABOR RATES**

Licensed Engineer / Supervisor	\$177.69
Graduate (Non-Licensed) Project Engineer	\$120.04
Inspector	\$112.43
Administrative	\$92.40
Non-Certified Inspector	\$91.82

**APEX CONSULTING & SURVEYING INC.
OVERTIME HOURLY NEGOTIATED LABOR RATES**

Licensed Engineer / Supervisor	\$200.36
Graduate (Non-Licensed) Project Engineer	\$135.35
Inspector	\$126.76
Administrative	\$104.19
Non-Certified Inspector	\$103.53

5. For testing 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.
6. Overtime premium rates will not be allowed unless included in the base hourly rate list above and unless approved by INDOT. The CONSULTANT shall not bill for overtime premium for any individual until forty hours have been worked on the Contract for the week by that individual. Holiday leave does not contribute to the forty hour weekly total.
7. The CONSULTANT may submit a maximum of one invoice per calendar month for services provided under this Contract. Invoices must include documentation of expenses and time records.

[Remainder of Page Intentionally Left Blank]

**INDIANA DEPARTMENT OF TRANSPORTATION
COUNTY BRIDGE INSPECTION CONTRACT
CONTRACT #000000000000000000093563**

Des. No.: 2300088

UEI#: STGANEV36QN8

CFDA No.: 20.205

THIS CONTRACT ("Contract"), is entered into by and between the State of Indiana, acting by and through the Indiana Department of Transportation, hereinafter referred to as ("INDOT"), and the **County of Allen**, Indiana, acting by and through the **Board of Commissioners of Allen County**, hereinafter referred to as the ("COUNTY") and collectively referred to as the PARTIES is executed pursuant to the terms and conditions set forth herein and shall be effective as of the date of approval by the Office of the Indiana Attorney General. In consideration of those mutual undertakings and covenants, the PARTIES agree as follows:

RECITALS

WHEREAS, through the cooperation of the COUNTY, INDOT, and the Federal Highway Administration (hereinafter referred to as "FHWA"), the following project has been approved by the FHWA, namely, the County-wide Bridge Inspection and Inventory Program for **Cycle Years 2026-2029** under **Des. No. 2300088**, which provides for the inspection of all bridges owned and/or maintained by the COUNTY (hereinafter the "Project"). A list of the bridges is attached as **Appendix A** and made an integral part of this Contract; and

WHEREAS, the COUNTY desires to participate in this project using federal-aid funds allocated and made available to INDOT; and

WHEREAS, INDOT is willing to delegate its responsibility under federal law (including 23 U.S.C. 144 and 23 C.F.R. Part 650) for inspection of bridges in **Allen County** to the COUNTY, subject to approval of the FHWA;

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

**ARTICLE I.
SPECIFIC PROVISIONS**

- 1.1.** The Recitals above are hereby made an integral part and specifically incorporated into this Contract.
- 1.2.** The COUNTY will comply with the applicable conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the regulations issued pursuant thereto, and (3) the policies and procedures promulgated by INDOT and FHWA relative to the project.
- 1.3.** The COUNTY may engage a competent and qualified contractor to perform the engineering for the COUNTY. The COUNTY's procedures for selection of contractors shall be in accordance with applicable FHWA requirements and INDOT guidelines. Furthermore, proposed contracts will be submitted for INDOT approval prior to execution.
- 1.4.** All work performed under this Contract will be subject to review and approval of INDOT and the FHWA. The COUNTY understands and agrees that if the COUNTY, or its contractor, fails to

complete the work under this Contract in accordance with applicable state and federal laws, regulations, and guidance (including 23 U.S.C. §§144 and 302; 23 C.F.R. Part 650; and the National Bridge Inspection Standards), INDOT shall have the right and responsibility to cause such work to be performed again in accordance with the National Bridge Inspection Standards and to bill the COUNTY to recover costs of such work.

The COUNTY understands and agrees that if the COUNTY, or its contractor or subcontractor, fails to take the necessary steps to ensure timely inspection of the bridges listed in Appendix A pursuant to this Contract and in accordance with applicable state and federal laws, rules, and regulations, INDOT shall have the right to perform, or cause to be performed, such inspections to comply with the terms of this Contract. Regardless of the source of the delay for taking necessary steps to ensure timely inspection of the bridges listed in Appendix A, the COUNTY shall remain responsible to pay 20% of the Project costs, even if INDOT, or its contractor, performs the inspections. If INDOT, or its contractor, performs the inspections, the maximum federal share for eligible costs will be reduced by the cost of the inspections performed by INDOT or its contractor.

The COUNTY agrees that should the results of inspection work under this Contract indicate that the closure of any bridge or the placement of load or other use restrictions on any bridge is needed under the National Bridge Inspection Standards, the COUNTY shall promptly take all action necessary to affect such closure or post and enforce any load restrictions. Moreover, the COUNTY understands and agrees that INDOT has the authority and the responsibility under I.C. §8-23-2-6(a)(9) and federal law to order closure of or load restrictions on any COUNTY bridge found through inspection to be deficient, should the COUNTY fail to do so promptly, in order to ensure the safety of the traveling public on all bridges within the state.

- 1.5. The COUNTY's share of the cost of engineering will be the total amount of the entire cost of the Project, less the amount contributed by the federal government through federal aid. The maximum federal share of eligible costs is **\$1,160,207.68**, equal to **80%** of the eligible Project costs. If for any reason INDOT is required to repay to the FHWA the sum, or sums, of federal funds paid to the COUNTY through INDOT under the terms of this Contract, then the COUNTY will repay INDOT such sum, or sums, upon receipt of a billing from INDOT. Billings to the COUNTY for repayment of any ineligible Project costs shall be due and payable thirty (30) days from date of billing by INDOT. If the COUNTY has not paid the full amount due within sixty (60) days past the due date, INDOT shall be authorized to proceed in accordance with I.C. §8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the COUNTY's allocation of the Motor Vehicle Highway Account to INDOT's account. Payment for any and all costs incurred by the COUNTY which are not eligible for federal funding will be the sole obligation of the COUNTY.
- 1.6. **Term.** The term for this Contract shall commence from the date this Contract is approved as to form and legality by the Office of the Attorney General until **April 30, 2030**.
- 1.7. **Payments.** The COUNTY will receive payment of the federal contribution, through federal aid, for the eligible costs incurred under this Contract as follows:
 - A. The COUNTY will submit one (1) invoice per month to **INDOT Fort Wayne District Office** during the progress of the work, for payment on that portion of the work completed during the period in question.
 - B. When submitting invoices for costs for work which was performed by a contractor, the COUNTY will certify by its responsible Officer and/or Engineer that those costs represented by the contractor represent work physically completed by the contractor. The submission shall be accompanied by a copy of the contractor's invoice for work completed.
 - C. Upon approval of invoices by INDOT, INDOT will request federal-aid funds from the FHWA for the amount of the subject invoice.
 - D. Upon receipt of federal-aid funds, INDOT will make payment to the COUNTY.

- E. Prior to final payment pursuant to this Contract, a final audit of the COUNTY and contractor's records may be made by INDOT, and upon approval thereof by INDOT, then payment will be made in accordance with the procedure set out above. Obligation of federal-aid funds extends only to project costs incurred by the COUNTY after INDOT authorization to proceed with the Project.
 - F. If the LPA provides notice to INDOT that any purchase order can be closed for the Project, then the federal funds that had been obligated and/or allocated to the Project shall be forfeited by the LPA as of the date of the notice. If a purchase order goes inactive after nine (9) months, the federal funds shall be forfeited by the LPA.
- 1.8. Upon completion of the work described in this report, the COUNTY shall deliver or cause to be delivered one (1) hard copy of the final bridge inventory report to the Indiana State Library at the following address:

State Documents Coordinator
Indiana State Library
315 W. Ohio St.
Indianapolis, IN 46202

ARTICLE II. GENERAL PROVISIONS

- 2.1. **Access to Records.** The COUNTY shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by INDOT and/or the Federal Highway Administration ("FHWA") or its authorized representative, and copies thereof shall be furnished free of charge, if requested by INDOT and/or the FHWA. The COUNTY agrees that, upon request by any agency participating in federally-assisted programs with whom the COUNTY has contracted or seeks to contract, the COUNTY may release or make available to the agency any working papers from an audit performed by INDOT and/or FHWA of the COUNTY in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.
- 2.2. **Assignment of Antitrust Claims.** As part of the consideration for the award of this Contract, the COUNTY assigns to the State all right, title and interest in and to any claims the COUNTY now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.
- 2.3. **Audits.** The COUNTY 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 I.C. §5-11-1, *et seq.*, and audit guidelines specified by the State. The State considers the COUNTY to be a "sub-recipient" for purposes of this Contract. However, if required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), following the expiration of this Contract the COUNTY shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The COUNTY is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Contract.

For audits conducted pursuant to I.C. §5-11-1, and audited by the Indiana State Board of Accounts on the time schedule set forth by the Indiana State Board of Accounts, the COUNTY shall provide to the Indiana State Board of Accounts, all requested documentation necessary to audit the COUNTY in its entirety.

If the audit is conducted by an independent public or certified public account and not the Indiana State Board of Accounts, the COUNTY shall submit the completed audit to the Indiana State Board of Accounts within 10 (ten) days of the completion of the audit.

The audit shall be an audit of the actual entity, or distinct portion thereof that is the COUNTY, and not of a parent, member, or subsidiary corporation of the COUNTY, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State.

- 2.4. **Authority to Bind COUNTY.** The signatory for the COUNTY represents that he/she has been duly authorized to execute this Contract on behalf of the COUNTY, and has obtained all necessary or applicable approvals to make this Contract fully binding upon the COUNTY when his/her signature is affixed and accepted by the State.

- 2.5. **Certification for Federal-Aid Contracts Lobbying Activities.** The COUNTY certifies, by signing and submitting this Contract, to the best of its knowledge and belief that the COUNTY has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
 - A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the COUNTY, 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 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 agreement, grant, loan, or cooperative agreement.

 - B. 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 agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

 - C. The COUNTY 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.

- 2.6. **Changes in Work.** The COUNTY shall not commence any additional work or change the scope of the work until authorized in writing by the State. This Agreement may only be amended, supplemented, or modified by a written document executed in the same manner as this Agreement.

2.7. **Compliance with Laws.**

- A. The COUNTY 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 INDOT and the COUNTY to determine whether the provisions of this Contract require formal modification.
- B. The COUNTY acknowledges that federal requirements provide for the possible loss of federal funding to one degree or another when the requirements of Public Law 91-646 and other applicable federal and state laws, rules and regulations are not complied with.
- C. The COUNTY acknowledges paragraph 7 of the Federal Highway Program Manual, Volume 7, Chapter 1, Section 3, entitled "Withholding Federal Participation" which is herewith quoted in part as follow: "Where correctable noncompliance with provisions of law or FHWA requirements exist, federal funds may be withheld until compliance is obtained. Where compliance is not correctable, the FHWA may deny participation in parcel or project costs to part or in total."
- D. The COUNTY and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in I.C. §4-2-6, *et seq.*, I.C. §4-2-7, *et seq.* and the regulations promulgated thereunder. **If the COUNTY 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 I.C. §4-2-6-1, has a financial interest in the Contract, the COUNTY shall ensure compliance with the disclosure requirements in I.C. §4-2-6-10.5 prior to the execution of this Contract.** If the COUNTY is not familiar with these ethical requirements, the COUNTY 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 COUNTY or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the COUNTY. In addition, the COUNTY may be subject to penalties under I.C. §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.
- E. The COUNTY warrants that the COUNTY and its contractors 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 under this Contract. 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 State.
- F. As required by I.C. §5-22-3-7:
 - (1) The COUNTY and any principals of the COUNTY certify that:
 - (A) the COUNTY, except for de minimis and nonsystematic violations, has not violated the terms of:
 - i. I.C. §24-4.7 [Telephone Solicitation of Consumers];
 - ii. I.C. §24-5-12 [Telephone Solicitations]; or
 - iii. I.C. §24-5-14 [Regulation of Automatic Dialing Machines]; in the previous three hundred sixty-five (365) days, even if I.C. §24-4.7 is preempted by federal law; and
 - (B) the COUNTY will not violate the terms of I.C. §24-4.7 for the duration of the Contract, even if I.C. §24-4.7 is preempted by federal law.

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

2.8. Debarment and Suspension.

- A. The COUNTY certifies by entering into this Contract that neither it nor its principals nor any of its sub-contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has critical influence on or substantive control over the operations of the COUNTY.
- B. The COUNTY certifies that it will verify the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The COUNTY shall immediately notify INDOT if any subcontractor becomes debarred or suspended, and shall, at INDOT's request, take steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

2.9. Disadvantaged Business Enterprise Program. Notice is hereby given to the COUNTY or a COUNTY Contractor that failure to carry out the requirements set forth in 49 CFR Section 26.13(b) shall constitute a breach of this Contract and, after notification, may result in termination of this Contract or such remedy as INDOT deems appropriate.

The referenced section requires the following policy and disadvantaged business enterprise ("DBE") assurance to be included in all subsequent contracts between the COUNTY and any contractors, vendors, or suppliers:

The COUNTY shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The COUNTY shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the COUNTY 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.

As part of the COUNTY's equal opportunity affirmative action program, it is required that the COUNTY shall take positive affirmative actions and put forth good faith efforts to solicit proposals or bids from and to utilize disadvantaged business enterprise contractors, vendors or suppliers.

2.10. Disputes.

- A. Should any disputes arise with respect to this Contract, the COUNTY and INDOT agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- B. The COUNTY agrees that, the existence of a dispute notwithstanding, it shall continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the COUNTY fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by INDOT or the COUNTY as a result of such failure to proceed shall be borne by the COUNTY.
- C. INDOT may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by INDOT to the COUNTY of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the COUNTY to terminate this Contract, and the COUNTY may bring suit to collect these amounts without following the disputes procedure contained herein

2.11. **Drug-Free Workplace Certification.** As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the COUNTY hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The COUNTY will give written notice to the State within ten (10) days after receiving actual notice that the COUNTY, or an employee of the COUNTY 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 State 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 COUNTY 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 COUNTY'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 COUNTY'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 COUNTY 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 State 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.

- 2.12. **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 COUNTY swears or affirms under the penalties of perjury that the COUNTY has not knowingly employed, and will not knowingly employ, an unauthorized alien. The COUNTY further affirms that:
- A. The COUNTY 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 COUNTY is not required to participate should the E-Verify program cease to exist. Additionally, the COUNTY is not required to participate if the COUNTY is self-employed and does not employ any employees.
 - B. The COUNTY has not knowingly employed or contracted with, and shall not knowingly employ or contract with, an unauthorized alien. The COUNTY has not retained, and shall not retain, an employee, and has not contracted and shall not contract with a person, that the COUNTY subsequently learned or learns is an unauthorized alien.
 - C. The COUNTY has required and shall require his/her/its subcontractors, who perform work under this Contract, to certify to the COUNTY that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The COUNTY agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor and to provide any and all such certifications to the State promptly upon request.

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

- 2.13. **Force Majeure.** In the event that any 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 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.
- 2.14. **Funding Cancellation Clause.** As required by Financial Management Circular 3.3 and I.C. §5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of the performance of this Contract, this Contract shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.
- 2.15. **Governing Laws.** This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.
- 2.16. **Indemnification.** The COUNTY agrees to indemnify, defend, exculpate, and hold harmless the State of Indiana and INDOT and/or its/their officials, agents, representatives, attorneys and employees, individually and/or jointly, from any and all claims, demands, actions, liability and/or liens that may be asserted by the COUNTY and/or by any other person, firm, corporation, insurer, government or other legal entity, for any claim for damages arising out of any and all loss, damage, injuries, and/or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or off the right-of-way, arising out of or resulting from the performance of the contract or from the installation, existence, use, maintenance, condition, repairs, alteration and/or

removal of any equipment or material, whether due in whole or in part to the acts and/or omissions and/or negligent acts and/or omissions:

- A. of the State of Indiana, INDOT, and/or its/their officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
- B. of the COUNTY, and/or its officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
- C. of any and all persons, firms, corporations, insurers, government, or other legal entity engaged in the performance of the contract; and/or
- D. the joint negligence of any of them, including any claim arising out of the Worker's Compensation law or any other law, ordinance, order, or decree.

The COUNTY also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in connection herewith in the event that the COUNTY shall default under the provisions of this section.

The COUNTY also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in successfully asserting a claim against the COUNTY for indemnity pursuant to this Contract.

2.17. Independent Entity; Workers' Compensation Insurance. The COUNTY is performing as an independent entity under this Agreement. No part of this Agreement shall be construed to represent the creation of an employment, agency, partnership, or joint venture agreement between the Parties. No 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, employees, or subcontractors of another Party. The COUNTY shall provide all necessary unemployment and workers' compensation insurance for the COUNTY's employees and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Agreement.

2.18. Merger & 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 Contract. This Contract may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all necessary PARTIES.

2.19. Non-Discrimination. Pursuant to the Indiana Civil Rights Law, specifically including I.C. §22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964 as amended, the Age Discrimination in Employment Act, and the Americans with Disabilities Act:

- A. The COUNTY 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, status as a veteran, or any other characteristic protected by federal, state or local law ("Protected Characteristics"). The COUNTY 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 State and any applicant or employee of the COUNTY or any subcontractor.

- B. The COUNTY 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 COUNTY'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 State and any applicant or employee of the COUNTY or any subcontractor.
- C. INDOT is a recipient of federal funds, and therefore, 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 COUNTY, for itself, its assignees, and successors in interest (hereinafter referred to as the "COUNTY") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:
 - 1. Compliance with Regulations: The COUNTY 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 COUNTY, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, 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 COUNTY 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 COUNTY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the COUNTY of the COUNTY'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 COUNTY 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 FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a LPA is in the

exclusive possession of another who fails or refuses furnish this information, the COUNTY shall so certify to INDOT or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the COUNTY's noncompliance with the nondiscrimination provisions of this Contract, INDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: (a) withholding payments to the COUNTY under the Contract until the COUNTY complies, and/or (b) cancellation, termination or suspension of the Contract, in whole or in part.
6. **Incorporation of Provisions:** The COUNTY shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The COUNTY 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 COUNTY becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the COUNTY may request INDOT to enter into such litigation to protect the interests of INDOT, and, in addition, the COUNTY may request the United States of America to enter into such litigation to protect the interests of the United States of America.

2.20. Notice to Parties. Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following address, unless otherwise specifically advised.

A. Notice to INDOT, regarding contract provisions shall be sent to:

Office of Local Public Agency Programs
Attention: Director of Local Public Agency Programs
100 North Senate Avenue, N758 - LPA
Indianapolis, Indiana 46204

With a copy to:

Chief Legal Counsel and Deputy Commissioner
Indiana Department of Transportation
100 North Senate Avenue, IGCN 758 - Legal
Indianapolis, Indiana 46204

B. Notices to INDOT regarding project management shall be sent to:

Indiana Department of Transportation
100 North Senate Avenue, N758 - LPA
Indianapolis, Indiana 46204

C. Notices to the COUNTY shall be sent to:

Allen County
200 East Berry Street, Suite 280
Citizens Square
Fort Wayne, Indiana 46802

2.21. Payment. All payments (if any) shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by I.C. §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the COUNTY in writing unless a

specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by I.C. §4-13-2-20.

2.22. Penalties, Interest and Attorney's Fees. INDOT will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, I.C. §5-17-5, I.C. §34-54-8, I.C. §34-13-1 and IC §34-52-2.

2.23. Pollution Control Requirements. If this Contract is for \$100,000 or more, the COUNTY:

- A. Stipulates 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;
- B. Agrees to comply with all of the requirements of the Clean Air Act (including section 114) and the Federal Water Pollution Control Act (including section 308) and all regulations and guidelines issued there under; and
- C. Stipulates, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the FHWA of the receipt of any advice 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 List of Violating Facilities.

2.24. Prohibited Telecommunications and Video Surveillance Equipment and Services.

In accordance with federal regulations (including 2 CFR 200.216 and 2 CFR 200.471), the Contractor is prohibited from purchasing, procuring, obtaining, using, or installing any telecommunication or video surveillance equipment, services, or systems produced by:

- A. Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), OR
- B. Hytera Communication Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities), for any purpose to fulfill its obligations under this Contract. The Contractor shall be responsible to ensure that any subcontractor is bound by and comply with the terms of this provision. Breach of this provision shall be considered a material breach of this Grant Agreement.

2.25. Public Record. The COUNTY acknowledges that the State will not treat this Agreement as containing confidential information and will post this Agreement on its website as required by Executive Order 05-07. Use by the public of the information contained in this Agreement shall not be considered an act of the State.

2.26. 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.

2.27. Status of Claims. The COUNTY shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the COUNTY resulting from services performed under this Contract. The COUNTY shall send notice of claims related to work under this Contract to:

Chief Counsel
Indiana Department of Transportation

100 North Senate Avenue, Room N758
Indianapolis, IN 46204-2249

- 2.28. **Waiver of Rights.** No right conferred on either party under this Agreement shall be deemed waived, and no breach of this Agreement excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the work performed under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the COUNTY shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the City's negligent performance of any of the services furnished under this Agreement.
- 2.29. **State Boilerplate Affirmation Clause.** I swear or affirm under the penalties of perjury that I have not altered, modified, changed, or deleted the State's standard contract clauses (as contained the *2022 SCM Template*) in any way except as follows: Audits; Disputes.
- 2.30. **General.** This Contract represents the entire understanding between the PARTIES relating to the subject matter and supersedes any and all prior oral and/or written communications, understandings or agreements relating to the subject matter. Any amendment or modification to this Contract must be in writing and be signed by duly authorized representatives of the PARTIES (and by all necessary approving State agencies or parties). Neither this Contract nor any portions of it may be assigned, licensed, or otherwise transferred by the COUNTY without the prior written consent of INDOT. This Contract will be binding upon the PARTIES and their permitted successors or assigns. Failure of either Party to enforce any provision of this Contract will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. All captions, section headings, paragraph titles and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive, definitive or to affect the interpretation of this Contract.

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Non-Collusion

The undersigned attests, subject to the penalties for perjury, that he/she is the LPA, or that he/she is the properly authorized representative, agent, member or officer of the LPA, that he/she has not, nor has any other member, employee, representative, agent or officer of the LPA, 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.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: <https://secure.in.gov/apps/idoa/contractsearch/>

In Witness Whereof, the LPA and the State of Indiana have, through duly authorized representatives, entered into this Contract. The PARTIES having read and understood the foregoing terms of this Contract do by their respective signatures dated below agree to the terms thereof.

Allen County

Indiana Department of Transportation

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Electronically Approved by:
Department of Administration

Electronically Approved by:
State Budget Agency

By: (for) Brandon Clifton, Commissioner

By: (for) Chad Ranney, Director

APPROVED as to Form and Legality:
Office of the Attorney General

*Form approval has been granted by the
Office of the Attorney General pursuant to
IC 4-13-2-14.3(e) on November 4, 2025.
FA 25-84*

APPENDIX A

Br. #	NBI #	Features Intersected	Facility Carried	Inspection Frequency	NSTM Insp Frequency	Underwater Insp Frequency	Special Insp Frequency
02-00001	0200001	A A JACKSON #2 DITCH	ALLEN RD	24			
02-00002	0200002	HAMM DITCH	WORDEN RD	24			
02-00003	0200003	WANN DITCH	WORDEN RD	24			
02-00004	0200004	WANN DITCH	SPRINGFIELD CENTER RD	24			
02-00005	0200611	BEIGHTLE-NETTLEHORST DITCH	HOSLER RD	24			
02-00006	0200005	HAMM INTERCEPTOR DRAIN	NOTESTINE RD	24			
02-00007	0200006	BRANCH OF REBECCA KNIGHT	S COUNTY LINE RD	24			
02-00008	0200007	KILLIAN DRAIN	NOTESTINE RD	24			
02-00009	0200008	WANN DITCH	SCPIO RD	24			
02-00010	0200009	HAMM DITCH	SCPIO RD	24			
02-00011	0200010	A A JACKSON #2 DITCH	HURSH TOWN RD	24			
02-00012	0200011	BLACK CREEK	NOTESTINE RD	24			
02-00013 B	0200415	GORRELL DITCH	NOTESTINE RD	24			
02-00014	0200013	WERTZ DITCH	NOTESTINE RD	24			
02-00015	0200014	OBERHALTZER DITCH	ANTWERP RD	12			
02-00016	0200612	BENWARD MAIN	WALLEN RD	24			
02-00017	0200015	WANN DITCH	KNOUSE RD	24			
02-00018	0200016	HAMM DITCH	HURSH TOWN RD	24			
02-00019	0200400	BEIGHTLE-NETTLEHORST DTCH	SETTLERS TRAIL	24			
02-00020	0200401	BEIGHTLE-NETTLEHORST DTCH	AMSTUTZ RD	24			
02-00021	0200613	SPY RUN CREEK	GRAHAM DR	24			
02-00022	0200614	SPY RUN CREEK	LUDWIG RD	24			
02-00023	0200017	OBERHALTZER DITCH	GRABILL RD	24			
02-00024	0200325	OBERHALTZER DITCH	CUBA RD	12			
02-00025	0200615	ROBINSON CREEK	AIRPORT EXPRESSWAY	24			
02-00026	0200623	CEDARVILLE RESERVOIR TRIB	LAKEVIEW DR	24			
02-00027	0200616	METCALF DITCH	MCNABB RD	24			
02-00028*	0200018	ST JOSEPH RIVER	ROTH RD	24		60	
02-00029*	0200019	ST JOSEPH RIVER	GRABILL RD	24		60	
02-00030	0200020	WHITMER-HAIFLEY #6 DITCH	SPRINGFIELD CENTER RD	24			
02-00031	0200021	WHITMER-HAIFLEY #6 DITCH	KLOPFENSTEIN RD	24			
02-00032	0200022	ST JOSEPH RIVER	VAN ZILE RD	12	24		
02-00033	0200023	WHITMER-HAIFLEY #6 DITCH	PAGE RD	24			
02-00034	0200617	METCALF DITCH	BISHOP RD	24			

02-00035	0200024	NATURAL DRAIN #3	TONKEL RD	24			
02-00036	0200350	WANN DRAIN	KILLIAN RD	24			
02-00037*	0200025	ST JOSEPH RIVER	HALTER RD	24		60	
02-00038	0200026	CEDAR CREEK	HURSH RD	24			
02-00039	0200027	CARNAHAN DITCH	GARMAN RD	24			
02-00040	0200028	CEDAR CREEK	TONKEL RD	24			
02-00041	0200029	GELLER DITCH	HATHAWAY RD	24			
02-00042	0200624	OBERHOLTZER DRAIN	CUBA RD	24			
02-00043	0200030	CEDAR CREEK	AUBURN RD	24			
02-00044	0200645	MARTIN JOHNSON MAIN	MADDEN RD	24			
02-00045	0200031	BRANCH OF WILLOW CREEK	LIMA RD	24			
02-00046	0200032	WILLOW CREEK	KELL RD	12			
02-00047	0200033	WILLOW CREEK	SHOAF RD	24			
02-00048	0200034	LITTLE CEDAR CREEK	FITCH RD	24			
02-00049	0200035	WILLOW CREEK	HUNTER RD	24			
02-00050	0200036	WILBUR DRAIN	DOTY RD	24			
02-00051	0200037	GROVER DRAIN #2	WOODBURN RD	12			
02-00052	0200038	WILLOW CREEK	OLD LIMA RD	24			
02-00053 B	0200673	WILLOW CREEK	LIMA RD	24			
02-00054	0200280	CEDAR CREEK	COLDWATER RD	24			
02-00055	0200281	CEDAR CREEK	COLDWATER RD	24			
02-00056	0200282	WILLOW CREEK	COLDWATER RD	24			
02-00057	0200040	JOHNSON MAIN DRAIN	CARROLL RD	24			
02-00058	0200041	EEL RIVER	CARROLL RD	24			
02-00059	0200042	NATURAL DRAIN	GIBSON RD	24			
02-00060	0200283	GELLER DITCH	HATHAWAY RD	24			
02-00061	0200043	GELLER DITCH	HAND RD	24			
02-00062	0200044	WILLOW CREEK	HAND RD	24			
02-00063	0200045	WILLOW CREEK	HAND RD	24			
02-00064	0200046	WILLOW CREEK	HAND RD	24			
02-00065	0200047	WILLOW CREEK	HAND RD	24			
02-00066	0200048	WILLOW CREEK	HAND RD	24			
02-00067	0200049	WILLOW CREEK	HAND RD	24			
02-00068	0200050	EEL RIVER	JOHNSON RD	24			
02-00069	0200051	MAIN DRAIN	CARROLL RD	24			
02-00070	0200052	JAMES T JOHNSON DRAIN	GIESKING RD	24			
02-00071	0200053	YANT DRAIN	FOGEL RD	24			
02-00072	0200054	EEL RIVER	RAY RD	24			
02-00073	0200658	MARTIN JOHNSON MAIN	WATTERSON RD	24			
02-00074	0200652	SUTORIOUS DRAIN	VALENTINE RD	24			
02-00075	0200475	BENWARD DITCH	DUPONT ROAD	24			

02-00076	0200056	JAMES T JOHNSON DRAIN	GRISAMER RD	24			
02-00077	0200651	SEEGAR DRAIN	O'DAY RD	24			
02-00079	0200059	JAMES T. JOHNSON DRAIN	FISHER RD	12			
02-00080	0200060	SHOPPMAN DRAIN	TAMARACK DR	12			
02-00081	0200061	SEEGAR DRAIN	LEESBURG RD	24			
02-00082	0200480	DURNELL DITCH	BASS RD	24			
02-00083	0200062	SEEGAR DRAIN	ARCOLA RD	24			
02-00084	0200063	SEEGAR DRAIN	BASS RD	24			
02-00085	0200064	MUD RUN DRAIN	WASHINGTON CENTER RD	24			
02-00086	0200065	SEEGAR DRAIN	WASHINGTON CENTER RD	24			
02-00088	0200066	SPY RUN CREEK	COOK RD	24			
02-00089	0200067	SEEGAR DRAIN	O'DAY RD	24			
02-00090	0200068	SEEGAR DRAIN	O'DAY RD	24			
02-00091	0200659	DURNELL DRAIN	SUMPTER DR	24			
02-00092 B	0200674	FLAUGH DRAIN	BASS RD	24			
02-00093	0200326	BRANCH SPY RUN CREEK	WASHINGTON CENTER RD	24			
02-00094	0200070	WILBUR DRAIN	ROBERTS RD	24			
02-00095 B	0200676	SPY RUN CREEK	WASHINGTON CENTER RD	24			
02-00096	0200314	MOORMAN DRAIN	W JEFFERSON BLVD	24			
02-00098	0200626	BULLERMAN DRAIN	STILLWOOD DR	24			
02-00099	0200284	BECKETT RUN	COLDWATER RD	24			
02-00100*	0200072	ST JOSEPH RIVER	MAYHEW RD	24		60	
02-00101	0200073	BECKETT RUN	CLINTON ST	12			
02-00102	0200631	KRUSE DRAIN	BRIDLE CREEK XING	24			
02-00103	0200402	BECKETT RUN	WALLEN RD	24			
02-00104	0200285	LOWTHER-NEUHAUS DRAIN	GOSHEN AVE	24			
02-00105	0200105	TIERNAN DRAIN	ST JOE RD	24			
02-00106	0200076	TIERNAN DRAIN	YOUNG RD	24			
02-00107	0200077	GRAHAM MCCULLOCH DRAIN	SOUTH BEND DR	24			
02-00108*	0200078	ST JOSEPH RIVER	ST JOSEPH CENTER RD	24		60	
02-00109	0200341	KOESTER DITCH	MAYSVILLE RD	24			
02-00110	0200079	BULLERMAN DITCH	TRIER RD	24			
02-00111	0200080	KOESTER DRAIN	STELLHORN RD	24			
02-00112	0200081	KOESTER DRAIN	SCHWARTZ RD	24			
02-00113	0200082	BULLERMAN DRAIN	GOEGLIN RD	12			
02-00114	0200083	BULLERMAN DRAIN	LANDIN RD	24			
02-00115	0200622	BULLERMAN DRAIN	BELLO DR	24			
02-00116	0200085	BOTTERON DRAIN	MILAN CENTER RD	24			
02-00117	0200086	BOTTERON DRAIN	MILAN CENTER RD	24			
02-00118	0200087	BOTTERON DRAIN	MILAN CENTER RD	12			

02-00119	0200088	SIX MILE CREEK	PARENT RD	12			
02-00120	0200089	BOTTERON DRAIN	THIMLAR RD	24			
02-00121	0200485	REICHELDERFER DITCH	DARLING RD	24			
02-00122	0200090	BLACK CREEK	BRUSH COLLEGE RD	24			
02-00123	0200091	GRICE DRAIN	BRUICK RD	24			
02-00124*	0200092	MAUMEE RIVER	BRUICK RD	24		60	
02-00125	0200093	LENGACHER DRAIN	DARLING RD	24			
02-00126	0200094	HARBER DRAIN	BAER RD	24			
02-00127	0200095	WILBUR DRAIN	EHLE RD	24			
02-00128	0200096	BOTTERON DRAIN	EHLE RD	24			
02-00130	0200097	BOTTERON DRAIN	DOTY RD	24			
02-00131	0200098	WILBUR DRAIN	IRVING RD	24			
02-00132*	0200099	MAUMEE RIVER	PLATTER RD	24		60	
02-00133	0200100	LOMONT DRAIN	GAR CREEK RD	24			
02-00135	0200101	LOMONT DRAIN	BREMER RD	24			
02-00136	0200102	LOMONT DRAIN	BERTHAUD RD	24			
02-00137	0200103	MARSH DRAIN	MAUMEE CENTER RD	24			
02-00138	0200104	EDGERTON-CARSON DRAIN	GAR CREEK RD	24			
02-00139	0200315	EDGERTON-CARSON DRAIN	WOODBURN RD	24			
02-00140	0200106	LITZENBERG DRAIN	WOODBURN RD	24			
02-00141	0200107	EDGERTON-CARSON DRAIN	SLUSHER RD	12			
02-00142	0200655	MARSH DRAIN	OLD 24	24			
02-00143	0200108	EDGERTON-CARSON DRAIN	TILE MILL RD	24			
02-00144*	0200109	MAUMEE RIVER	BULL RAPIDS RD	24		60	
02-00145	0200656	LENGACHER DRAIN	NOTESTINE RD	24			
02-00146	0200110	BLACK CREEK	SHAEFFER RD	24			
02-00147	0200111	BLACK CREEK	WARD RD	24			
02-00148	0200112	BLACK CREEK	EHLE RD	24			
02-00149	0200650	BANDELIER #3 DRAIN	BERTHAUD RD	24			
02-00151	0200114	BOHNKE DRAIN	SAMPSON RD	24			
02-00152	0200115	BOHNKE DRAIN	SAMPSON RD	24			
02-00153	0200116	HOFFMAN DITCH #2	SAMPSON RD	24			
02-00154	0200618	GRUMMEUX DRAIN	LORTIE RD	24			
02-00155	0200117	FLATROCK CREEK	LORTIE RD	24			
02-00156	0200118	HOFFMAN DRAIN	LORTIE RD	24			
02-00157	0200119	HOFFMAN DRAIN	MORGAN RD	24			
02-00158	0200120	FLATROCK CREEK	MORGAN RD	24			
02-00160	0200121	MOUREY DRAIN	MOORE RD	24			
02-00161	0200316	FLATROCK CREEK	E LINCOLN HWY	24			
02-00162	0200317	FLATROCK CREEK OVERFLOW	E LINCOLN HWY	12			
02-00163	0200318	HOFFMAN DRAIN	E LINCOLN HWY	24			

02-00164	0200122	HOFFMAN DRAIN	MAPLES RD	24		
02-00165	0200123	ELLISON #2 DRAIN	MAPLES RD	24		
02-00166	0200124	BOHNKE DRAIN	MAPLES RD	24		
02-00167	0200125	MCHENRY DRAIN	TILLMAN RD	24		
02-00168	0200327	HOFFMAN DRAIN #2	GERARDOT RD	24		
02-00169	0200126	LOMONT DRAIN	HARPER RD	24		
02-00170	0200332	LOMONT DRAIN	EDGERTON RD	24		
02-00171	0200627	LOMONT DRAIN	RORICK RD	24		
02-00172	0200127	HOFFMAN DRAIN #2	SNYDER RD	24		
02-00173	0200128	MCHENRY DRAIN	SNYDER RD	24		
02-00174	0200129	LOMONT DRAIN	ROUSSEY RD	24		
02-00175	0200130	LOMONT DRAIN	WEBSTER RD	24		
02-00176	0200131	HOFFMAN DRAIN #2	WILSON RD	24		
02-00177	0200132	HOFFMAN DRAIN #2	FACKLER RD	24		
02-00178	0200286	MCHENRY DRAIN	FACKLER RD	24		
02-00179	0200133	A MARTIN DRAIN	RYAN RD	24		
02-00180	0200403	A MARTIN DRAIN	DOYLE RD	24		
02-00182	0200134	TRIER DRAIN	MOELLER RD	24		
02-00183	0200135	SCHMIDT DRAIN	SEILER RD	24		
02-00184	0200136	TRIER DRAIN	S. MAPLECREST	24		
02-00185	0200137	SCHMIDT DRAIN	PAULDING RD	24		
02-00186	0200138	TRIER DRAIN	ROSE AVE	24		
02-00187 B	0200664	LITZENBERG DRAIN	DAWKINS RD	24		
02-00188	0200140	TRIER DRAIN	HARTZELL RD	24		
02-00189	0200141	DANNENFELSER DRAIN	HARTZELL RD	24		
02-00190	0200328	LITZENBERG DRAIN	EDGERTON RD	24		
02-00191	0200142	BENDER #2 DRAIN	HARTZELL RD	24		
02-00193	0200143	MCHENRY DRAIN	WEBSTER RD	24		
02-00194	0200144	TRIER DRAIN	MEYER RD	12		
02-00195	0200334	BULLERMAN DRAIN	NORTH RIVER RD	24		
02-00196	0200145	DANNENFELSER DRAIN	WERLING RD	24		
02-00197	0200404	BULLERMAN DRAIN	LONG RD	24		
02-00198*	0200146	MAUMEE RIVER	LANDIN RD	24	60	
02-00199	0200147	SIX MILE CREEK	RIVER RUN RD	24		
02-00200	0200148	PIERSON DRAIN #2	OLD MAYSVILLE RD	24		
02-00201	0200149	PIERSON DRAIN #2	REED RD	12		
02-00202	0200632	NATURAL DRAIN #4	FAYETTE DR	24		
02-00204	0200151	ROBINSON-BRINDLE DRAIN	LOWER HUNTINGTON RD	24		
02-00206	0200287	FAIRFIELD DRAIN	BLUFFTON RD	24		
02-00207	0200152	GRAHAM-MCCULLOCH MAIN	SMITH RD	24		
02-00211	0200628	BIG INDIAN CREEK	WHISKEY CREEK DR	24		

02-00212	0200629	SQUAW CREEK	BUCKEYE RUN	24			
02-00213	0200405	BEAL-TAYLOR DRAIN	SYCAMORE HILLS DR	24			
02-00214	0200154	ABOITE CREEK	COVINGTON RD	24			
02-00215	0200155	ABOITE CREEK	ABOITE CENTER RD	24			
02-00216	0200406	ZENTSMASER DRAIN	DELL LOCH WAY	24			
02-00217	0200157	ABOITE CREEK	LIBERTY MILLS RD	12			
02-00218	0200633	BEAL-TAYLOR DRAIN	NOYER RD	24			
02-00221 B	0200675	BEAL-TAYLOR DRAIN	WEST HAMILTON RD	24			
02-00222	0200159	NATURAL DRAIN #8	HOMESTEAD RD	24			
02-00223	0200160	GRAHAM MCCULLOCH DRAIN	HOMESTEAD RD	24			
02-00224	0200161	LITTLE RIVER	HOMESTEAD RD	12			
02-00225	0200162	GRAHAM MCCULLOCH DRAIN	AMBER RD	24			
02-00226	0200163	LITTLE RIVER	AMBER RD	12			
02-00227	0200164	BLACK CREEK	DARLING RD	24			
02-00228	0200333	GRAHAM MCCULLOCH DRAIN	ELLISON RD	12			
02-00229	0200165	ROBINSON-BRINDLE DRAIN	BRANSTRATOR RD	12			
02-00230	0200166	NATURAL DRAIN #2	LOWER HUNTINGTON RD	24			
02-00231	0200167	ROBINSON-BRINDLE DRAIN	COVERDALE RD	24			
02-00232 B	0200349	SUTER DRAIN	COVERDALE RD	24			
02-00233	0200169	LITTLE RIVER	ABOITE RD	24			
02-00234	0200170	PLEASANT RUN DRAIN	ABOITE RD	24			
02-00235	0200359	GRAHAM MCCULLOCH N.D. #2	ERNST ROAD	24			
02-00236	0200172	REBECCA KNIGHT DRAIN	S COUNTY LINE RD	24	24		
02-00237	0200173	JACOB JOHNSON DRAIN	S COUNTY LINE RD	24			
02-00239	0200175	WITZGALL #1 DRAIN	YODER RD	24			
02-00240	0200176	REBECCA KNIGHT DRAIN	YODER RD	24			
02-00242	0200178	REBECCA KNIGHT DRAIN	HAMILTON RD	12	12		
02-00243	0200416	JOHNSON DITCH	PRINE ROAD	24			
02-00244	0200180	ROBINSON-BRINDLE DRAIN	INDIANAPOLIS RD	24			
02-00245	0200181	WITZGALL #1 DRAIN	PRINE RD	24			
02-00246	0200182	JACOB JOHNSON DRAIN	INDIANAPOLIS RD	24			
02-00247	0200183	JACOB JOHNSON DRAIN	FEIGHNER RD	24			
02-00248	0200653	WELLBAUM DRAIN	AIRPORT EXPY	24			
02-00249 B	0200677	HAMM INTERCEPTOR DRAIN	RIVER RD	24			
02-00250	0200186	HARBER DRAIN	PLEASANT CENTER RD	24			
02-00251	0200187	DETTMER DRAIN	HAMILTON ROAD	24			
02-00252	0200188	DETTMER DRAIN	YODER RD	24			
02-00253	0200189	HARBER DRAIN	WINTERS RD	12			
02-00254	0200190	HARBER DRAIN	FERGUSON RD	24			
02-00255	0200191	ROBINSON-BRINDLE DRAIN	FERGUSON RD	24			
02-00256	0200192	ROBINSON-BRINDLE DRAIN	SMITH RD	12			

02-00257 B	0200487	HARBER DRAIN	BLUFFTON RD	24		
02-00258	0200338	HARBER DRAIN	BLUFFTON RD	24		
02-00261	0200194	NICKELSON CREEK	WINCHESTER RD	24		
02-00262	0200660	ST MARYS RIVER	BOSTICK RD	24		
02-00263	0200196	HARBER DRAIN	AIRPORT EXPY	24		
02-00264	0200197	SIMMERMAN DRAIN	WINCHESTER RD	24		
02-00265	0200198	SNYDER DRAIN	MULDOON RD	12		
02-00266	0200199	SNYDER DRAIN	DODANE RD	24		
02-00267	0200312	JUNK DRAIN	ENGLE RD	24		
02-00268	0200201	ST MARYS RIVER	PEDESTRIAN TRAIL	24	24	
02-00269	0200329	JUNK DRAIN	FILLMORE ST	24		
02-00271	0200202	ST MARYS RIVER	S COUNTY LINE RD	12		
02-00272	0200203	HOUK DRAIN	MINNICH RD	24		
02-00273	0200204	JACOB KOEHLINGER DRAIN	EMMANUEL RD	24		
02-00276 B	0200665	HOFFMAN LEPPER DRAIN	MONROEVILLE RD	24		
02-00277	0200207	HOFFMAN DRAIN	MONROEVILLE RD	12		
02-00278	0200208	BOHNKE DRAIN	MONROEVILLE RD	24		
02-00280	0200209	FLATROCK CREEK	HOAGLAND RD	24		
02-00281	0200210	FLATROCK CREEK	RIDER RD	24		
02-00282	0200288	ADAM SCHLEMMER BAKER DRAIN	HOAGLAND RD	24		
02-00283	0200619	BROWN DRAIN	BARKLEY RD	12		
02-00284	0200289	ST MARYS RIVER	HOAGLAND RD	24		
02-00285	0200211	JACOB KOEHLINGER DRAIN	MONROEVILLE RD	24		
02-00286	0200212	MARSH DRAIN	BULL RAPIDS RD	12		
02-00287	0200213	HOUK DRAIN	FLATROCK RD	24		
02-00288	0200214	JACOB KOEHLINGER DRAIN	TRENTMAN RD	24		
02-00289	0200215	JACOB KOEHLINGER DRAIN	MARION CENTER RD	24		
02-00290	0200216	ST MARYS RIVER	MARION CENTER RD	24	24	
02-00291	0200217	HOFFMAN LEPPER DRAIN	FRANKE RD	24		
02-00292	0200218	FLATROCK CREEK	CARRIER RD	24		
02-00293	0200219	BERNING DRAIN	FLATROCK RD	24		
02-00294	0200220	ADAM SCHLEMMER BAKER DRAIN	FLATROCK RD	24		
02-00295	0200221	FLATROCK CREEK	MONROEVILLE RD	12		
02-00296	0200222	BOHNKE DRAIN	SAMPSON RD	24		
02-00297	0200634	MORGAN H O WHITE DRAIN	MONROEVILLE RD	24		
02-00298 B	0200684	ELLISON DITCH	TERNET RD	24		
02-00299***	0200224	HOFFMAN DRAIN #2	TERNET RD	24		48
02-00300	0200225	HOFFMAN DRAIN	HOFFMAN RD	24		
02-00301	0200226	FLATROCK CREEK	HOFFMAN RD	24		
02-00302	0200630	ELLISON #2 DRAIN	HOFFMAN RD	24		

02-00305	0200229	FLATROCK CREEK	MORGAN RD	24		
02-00306	0200230	BERNING DRAIN	FIGEL RD	24		
02-00307	0200231	HOFFMAN LEPPER DRAIN	HOUK RD	24		
02-00308	0200232	HOFFMAN DRAIN	GERADOT RD	24		
02-00309	0200233	FLATROCK CREEK	LORTIE RD	24		
02-00311	0200234	ADAM SCHLEMMER BAKER DRAIN	MCARDLE RD	24		
02-00312	0200235	BOHNKE DRAIN	WYBURN RD	12		
02-00313	0200236	BOHNKE DRAIN	CLAYTON RD	24		
02-00314	0200411	BOHNKE DRAIN	FLATROCK RD	24		
02-00315	0200237	ELLISON #2 DRAIN	SNYDER RD	24		
02-00316	0200238	ADAMS DRAIN	PAULDING RD	24		
02-00319 B	0200682	BULLERMAN DRAIN	STATE BOULEVARD	24		
02-00320	0200346	TIERNAN DRAIN	FLUTTER RD	24		
02-00321	0200347	REVERT DRAIN	FLUTTER RD	24		
02-00322	0200242	SUMMERS DRAIN	PARENT RD	24		
02-00324	0200620	CSX RAILROAD	HILLEGAS RD	24		
02-00325	0200621	NORFOLK SOUTHERN R/R	HILLEGAS RD	24		
02-00326	0200679	HAMM INTERCEPTOR DRAIN	ANTWERP ROAD	24		
02-00327	0200683	HAMM INTERCEPTOR DRAIN	FOOTE ROAD	24		
02-00330*	0200319	ST MARYS RIVER	W JEFFERSON BLVD	24	60	
02-00334	0200320	JUNK DRAIN	W JEFFERSON BLVD	24		
02-00335	0200321	FLAUGH DRAIN	W JEFFERSON BLVD	24		
02-00337*	0200290	ST MARYS RIVER	VAN BUREN ST	24	60	
02-00339	0200244	NATURAL DRAIN #3	ANTWERP RD	24		
02-00340	0200687	WERTZ DITCH	RUPERT RD	12		
02-00341	0200688	BLACK CREEK	TRAMMEL ROAD	24		
02-00344	0200247	PIERSON DRAIN #2	STATE BLVD	24		
02-00345	0200248	BOTTERON DRAIN	BRUICK RD	24		
02-00348	0200251	NATURAL DRAIN	FERGUSON RD	24		
02-00354	0200313	GRAHAM MCCULLOCH #1	ENGLE RD	24		
02-00355	0200689	GRAHAM MCCULLOCH #1	EAGLE MARSH TOWPATH	24		
02-00358*	0200291	ST MARYS RIVER	BLUFFTON RD	12	60	
02-00359 B	0200680	SEEGAR DITCH	O'DAY ROAD	24		
02-00363*	0200322	MAUMEE RIVER	ANTHONY BLVD	24	60	
02-00365	0200635	BALDWIN DRAIN	HOBSON RD	24		
02-00396	0200654	LANGLEY DRAIN	ST JOE CENTER RD	24		
02-00398	0200636	GRICE #2 DRAIN	ST JOE CENTER RD	24		
02-00399	0200074	MOWRER DRAIN	WHEELOCK RD	24		
02-00400	0200075	MOWRER DRAIN	ST JOE CENTER RD	24		
02-00401 B	0200672	BLACK CREEK	BULL RAPIDS RD	24		
02-00402	0200245	TRIER DRAIN	WAYNE TRACE RD	24		

02-00403	0200246	TRIER DRAIN	PAULDING RD	12		
02-00404*	0200249	ST MARYS RIVER	FERGUSON RD	12	60	
02-00405	0200639	BUTT-HANNA DRAIN	FELGER RD	24		
02-00406	0200252	EDGERTON-CARSON DRAIN	EDGERTON RD	24		
02-00407	0200293	WITZGALL #1 DRAIN	HAMILTON RD	24		
02-00408	0200294	HARBER DRAIN	HAMILTON RD	24		
02-00409	0200295	SIMMERMAN DRAIN	S COUNTY LINE RD	24		
02-00410	0200296	TRIER DRAIN	TILLMAN RD	24		
02-00411	0200297	SCHMIDT DRAIN	TILLMAN RD	24		
02-00412	0200609	HOUK DRAIN	EMENHISER RD	24		
02-00413	0200299	ROTH DRAIN	BRUICK RD	24		
02-00414	0200300	SOLOON DRAIN	FELGER RD	24		
02-00415	0200301	GRICE DRAIN #1	IRVING RD	24		
02-00416	0200302	ADAM SCHLEMMER BAKER DRAIN	MCARDLE RD	24		
02-00417	0200303	BULLERMAN DRAIN	LAHMEYER RD	12		
02-00418	0200304	BULLERMAN DRAIN	PUTT LN	24		
02-00419	0200305	NATURAL DRAIN	IRON BRIDGE RD	12		
02-00420	0200306	NATURAL DRAIN	IRON BRIDGE RD	12		
02-00421	0200307	NATURAL DRAIN	GLADESFORD DR	24		
02-00422	0200308	NATURAL DRAIN	WINDMORE RD	24		
02-00423	0200323	NATURAL DRAIN	W JEFFERSON BLVD	24		
02-00424	0200336	N-S R/R PRIVATE ROAD	FOGWELL PARKWAY	24		
02-00426	0200648	DURNELL DRAIN	BALMORAL DR	24		
02-00427	0200649	DURNELL DRAIN	KINROSS LN	24		
02-00430 B	0200661	BELOT DRAIN	DIEBOLD RD	24		
02-00431	0200637	SWIFT MAIN DRAIN	SWIFTS RUN	24		
02-00432	0200638	KRUSE DRAIN	STONEWALL RUN	24		
02-00433	0200647	BELOT DRAIN	UNION CHAPEL RD	24		
02-00434	0200351	ROY DELAGRANGE DRAIN	HAMPTON WOODS DR	24		
02-00435	0200666	ROY DELAGRANGE DRAIN	PARKVIEW PLAZA	24		
02-00436	0200361	BECKETTS RUN	AUBURN RD	24		
02-00437	0200363	BELOT DRAIN	AUBURN ROAD	24		
02-00438	0200685	WILLOW CREEK BRANCH	COPPERMINE PASSAGE	24		
02-00439	0200686	WILLOW CREEK	WILLOW RIDGE TRAIL	24		
02-00440	0200345	LOMONT DRAIN	OLD 24	24		
02-00500*	0200339	ST MARYS RIVER & PARK TRAIL	AIRPORT EXPY	24	60	
02-00501	0200253	FAIRFIELD DRAIN	LOWER HUNTINGTON RD	24		
02-00502 B	0200355	FAIRFIELD DRAIN	BELLE VISTA DR	24		
02-00503*	0200255	ST MARYS RIVER	HALE AVE	24	60	
02-00504*	0200256	ST MARYS RIVER	TAYLOR ST	24	60	
02-00505	0200335	JUNK DRAIN	TAYLOR ST	24		

02-00506	0200407	JUNK DRAIN	COVINGTON RD	24			
02-00507	0200408	JUNK DRAIN	ARDMORE AVE	24			
02-00511*	0200257	ST MARYS RIVER	HARRISON ST	24		60	
02-00513 B	0200481	SPY RUN CREEK	PROGRESS BLVD	24			
02-00514	0200667	NORFOLK SOUTHERN R/R	MAPLECREST RD	24			
02-00515	0200668	N-S R/R & NELSON RD	MAPLECREST RD	24			
02-00516*	0200669	MAUMEE RIVER	MAPLECREST RD	24		60	
02-00517	0200670	TREATMENT PLANT ROAD	MAPLECREST RD	24			
02-00520	0200259	SPY RUN CREEK	PRODUCTION BLVD	24			
02-00524	0200260	NORFOLK SOUTHERN R/R	SPRING ST	24			
02-00525	0200261	SPY RUN CREEK	FOURTH ST	12			
02-00527*	0200262	ST MARYS RIVER	MAIN ST	24		60	
02-00528	0200263	BULLERMAN DRAIN	MAYSVILLE RD	24			
02-00529*	0200264	MAUMEE RIVER	COLUMBIA ST	24		60	
02-00531	0200488	FRANKE PARK W LOOP	HARVARD DR.	24			
02-00532	0200331	SPY RUN CREEK	PARK DR	24			
02-00533	0200265	SPY RUN CREEK	SHERMAN BLVD	24			
02-00534	0200409	STONY RUN CREEK	NORTHCREST DR	24			
02-00535	0200266	DELTA LAKE	COLUMBIA ST	12			
02-00536	0200352	NATURAL DRAIN	RUPP DRIVE	24			
02-00537*	0200267	MAUMEE RIVER	TECUMSEH ST	24		60	
*02-00538****	0200268	ST JOSEPH RIVER	PARNELL AVE	24		60	24
02-00539	0200269	ST JOSEPH RIVER	TENNESSEE AVE	24		60	
02-00540	0200270	SPY RUN CREEK	ELIZABETH ST	12			
02-00542	0200272	SPY RUN CREEK	WELLS ST	24			
02-00545	0200681	SPY RUN CREEK	STATE BOULEVARD	24			
02-00547*	0200274	ST JOSEPH RIVER	STATE BLVD	24		60	
02-00548	0200275	SPY RUN CREEK	GROVE ST	24			
02-00549*	0200276	ST MARYS RIVER	LOWER HUNTINGTON RD	24		60	
02-00550	0200277	HIGHLAND DRAIN 4	TILLMAN RD	12			
02-00551 B	0200678	NORFOLK SOUTHERN R/R	EDSALL AVE	24			
02-00552	0200671	CURDES TILE ND #1	HANNA ST	24			
02-00601	0200278	TRIER DRAIN	MAIN ST	12			
02-00602	0200279	A. MARTIN DRAIN	SUMMIT ST	12			
02-00603	0200340	A MARTIN DRAIN	DAWKINS RD	24			
02-00604	0200342	A. MARTIN DRAIN	ROSE AVE	24			
02-00605	0200343	TRIER DRAIN	E LINCOLN HWY	24			
02-00606	0200646	KAMP DRAIN	GREEN RD	24			
02-00607	0200607	TRIER DRAIN	BROOKWOOD DR	24			
02-00608	0200608	COCHOIT DRAIN	MOELLER RD	24			
02-00609	0200640	FLATROCK CREEK	STATE LINE ROAD	24			

02-00610	0200641	H. O. WHITE DRAIN	STATE LINE ROAD	24			
02-00611	0200642	H. O. WHITE DRAIN	STATE LINE ROAD	24			
02-00612	0200643	HOFFMAN FLATROCK DRAIN	STATE LINE ROAD	24			
02-00613	0200354	H. O. WHITE DRAIN	STATE LINE ROAD	24			
02-0543N*	0200662	ST MARYS RIVER	EWING ST NB	24		60	
02-0543S*	0200663	ST MARYS RIVER	EWING ST SB	24		60	
02-P8001**	0200486	WILLOW CREEK	PUFFERBELLY TRAIL	24			
02-P8002**	0200489	BEIGHTLE-NETTLEHORST DITCH	PEDESTRIAN WALKWAY	24			
02-P8003**	0200490	BEIGHTLE-NETTLEHORST DITCH	PEDESTRIAN WALKWAY	24			
02-P9001**	0200450	VAN BUREN ST	PEDESTRIAN WALKWAY	24			
02-P9002**	0200451	S. CALHOUN ST	PEDESTRIAN WALKWAY	24			
02-P9003**	0200452	E WASHINGTON BLVD	PEDESTRIAN WALKWAY	24			
02-P9004**	0200453	S. CALHOUN ST	PEDESTRIAN WALKWAY	24			
02-P9005**	0200454	W JEFFERSON ST	PEDESTRIAN WALKWAY	24			
02-P9006**	0200455	S HARRISON STREET	PEDESTRIAN WALKWAY	24			
02-P9007**	0200456	S CALHOUN STREET	PEDESTRIAN WALKWAY	24			
02-P9008**	0200457	N CLINTON STREET	PEDESTRIAN WALKWAY	24			
02-P9009**	0200458	GROWTH AVE.	PEDESTRIAN WALKWAY	24			
02-P9010**	0200690	STATE BLVD	PUFFERBELLY TRAIL	24			

INDIANA DEPARTMENT OF TRANSPORTATION - LOCAL PUBLIC AGENCY

**PROJECT COORDINATION CONTRACT
CONTRACT #000000000000000000099337**

Des. No.: 2101761

UEI #: STGANEV36QN8

CFDA No.: 20.205

This Contract is entered into by and between the State of Indiana, acting by and through the Indiana Department of Transportation, (hereinafter referred to as "INDOT"), and the ALLEN COUNTY, a local public agency in the State of Indiana (hereinafter referred to as the "LPA"), and collectively referred to as the "PARTIES" is executed pursuant to the terms and conditions set forth herein and shall be effective as of the date of approval by the Office of the Indiana Attorney General. In consideration of those mutual undertakings and covenants, the PARTIES agree as follows:

NOTICE TO PARTIES

Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following address, unless otherwise specifically advised.

- A. Notice to INDOT, regarding contract provisions shall be sent to:

Office of LPA and Grant Administration
Attention: Director of LPA and Grant Administration
100 North Senate Avenue, Room N758-LPA
Indianapolis, Indiana 46204

With a copy to:

Chief Legal Counsel and Deputy Commissioner
Indiana Department of Transportation
100 North Senate Avenue, Room N758-Legal
Indianapolis, Indiana 46204

- B. Notices to INDOT regarding project management shall be sent to respective District Office:

INDOT Fort Wayne District
5333 Hatfield Road
Fort Wayne, Indiana 46808

- C. Notices to the LPA shall be sent to:

Allen County
200 East Berry Street, STE 280
Citizens Square
Fort Wayne, Indiana 46802

RECITALS

WHEREAS, the LPA has submitted an application to receive federal funds for the project described in **Attachment A** (the "Project"), which is attached herein and made an integral part of this Contract; and

WHEREAS, INDOT has approved of the LPA's application for federal funding, and the PARTIES desire to enter into this Contract to establish the responsibilities for the Project; and

WHEREAS, the LPA shall be responsible for its share of the Project cost as stated in this Contract, and

WHEREAS, the LPA desires to expedite delivery of the Project, comply with all federal requirements and fiscally manage the Project; and

WHEREAS, the PARTIES have determined the Project is in the best interests of the citizens of the State of Indiana; and

WHEREAS, the PARTIES execute this Contract pursuant to Indiana Code §§ 8-23-2-5, 8-23-2-6, 8-23-4-7, 36-1-4-7, and 36-1-7-3, and Titles 23 and 49 of the United States Code and Titles 23 and 49 of the Code of Federal Regulations.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the LPA and INDOT agree as follows:

I PROJECT DESCRIPTION.

1.1. The Parties are entering into this Contract to complete the Project described as follows:

Des. No. **2101761**

Type of Project: **Bridge Rehabilitation or Repair for Des 2101761**

General Scope/Location: **Bridge #32 Van Zile Rd over the St Joseph River**

II LPA RESPONSIBILITIES.

- 2.1.** The LPA shall complete the Project in accordance with INDOT's Design Manual ([See http://www.in.gov/indot/design_manual/](http://www.in.gov/indot/design_manual/)) and all pertinent state and federal laws, regulations, policies and guidance, including the INDOT's LPA Guidance Document ([See https://www.in.gov/indot/2390.htm](https://www.in.gov/indot/2390.htm)). The LPA or its consultant shall prepare the environmental document(s) for the Project in accordance with INDOT's Environmental Manual ([See http://www.in.gov/indot/2523.htm](http://www.in.gov/indot/2523.htm)). Land acquisition for the Project by the LPA or its consultant shall be in accordance with INDOT's Real Estate Manuals ([See http://www.in.gov/indot/2493.htm](http://www.in.gov/indot/2493.htm)).
- 2.2.** The LPA shall select the consultant in accordance with INDOT's consultant selection procedure for the consultant services to be eligible for federal funding or federal credits.
- 2.3.** If the LPA contracts with a consultant, contractor, or other agent to complete work on the Project, the LPA may use either the "LPA-CONSULTANT Agreement", which is found at <http://www.in.gov/indot/2833.htm>, or an agreement that has been reviewed and approved by INDOT.
- 2.4.** The LPA shall provide all relevant documents including, but not limited to, all plans, specifications, and special provisions, to INDOT for its review. Upon INDOT's review, the LPA shall modify the submittal in accordance with INDOT's modifications or comments, if any. If the LPA fails to

provide a submittal, untimely provides the submittal, or the submittal is not approvable, the schedule, cost, and federal funds for the Project may be jeopardized.

- 2.5.** The LPA shall complete all right-of-way acquisition, utility coordination and acquire the necessary permit(s) and submit documentation of such to INDOT. The utility coordination shall be in accordance with 105 IAC 13.
- 2.6.** If the LPA fails to meet any of the requirements of Sections 2.1, 2.2, 2.4, or 2.5 above, INDOT will not let the construction Project. If INDOT, and FHWA where necessary, approve LPA's submittals, INDOT shall schedule the Project for letting at the next reasonable date.
- 2.7.** The cost of the invoice of the construction, utility, and/or railroad work shall be paid by the LPA no later than thirty (30) calendar days from the date of letting.
- 2.8.** The LPA shall make timely payments of costs to INDOT to avoid delays and increased costs to the Project. If the LPA fails to make timely payments of the full amount invoiced by INDOT, within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this Contract, including the contracts listed in II.A.1 of **Attachment A**, which is attached hereto and incorporated herein by reference, and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.
- 2.9.** The LPA shall be responsible for all costs associated with additional provisions and/or expenses in excess of the federal funds allocated to the Project. The LPA, in conjunction with FHWA (if applicable) and INDOT shall review and approve all change orders submitted by the field Project Engineer/Supervisor, and such approvals shall not be unreasonably withheld.
- 2.10.** The LPA shall provide competent and adequate engineering, testing, and inspection service to ensure the performance of the work is in accordance with the construction contract, plans and specifications and any special provisions or approved change orders. If, in INDOT's opinion, the services enumerated in this Section are deemed to be incompetent, inadequate or are otherwise insufficient, or if a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the services or replace the engineers or inspectors providing these services at the sole expense of the LPA.
 - 2.10.1.** If project inspection will be provided by full-time LPA employees, the personnel must be employees of the LPA. Temporary employment or retainage-based payments are not permissible. INDOT must pre-approve, in writing, the LPA's personnel. Only costs incurred after INDOT's written notice to proceed to the LPA shall be eligible for federal-aid participation. All claims for federal aid shall be submitted to the District office, referenced on Page 1 of the Contract for payment.
 - 2.10.2.** If project inspection will be provided by the LPA's consultant, INDOT must approve, in writing, the consultant personnel prior to their assignment to the Project. The LPA shall execute a contract with a consultant setting forth the scope of work and fees. The LPA shall submit this contract to INDOT prior to INDOT's Ready for Contracts date for the Project. Only costs incurred after INDOT's written notice to proceed to the LPA and the LPA's written notice to proceed to the consultant shall be eligible for federal aid participation. All claims for federal aid shall be submitted to the District office, referenced on page 1 of this Contract for payment.
- 2.11.** The LPA shall submit reports, including but not limited to quarterly reports, to INDOT regarding the Project's progress and the performance of work per INDOT standard reporting methods. If the required reports are not submitted, federal funds may be withheld.
- 2.12.** The LPA hereby agrees that all utilities which cross or otherwise occupy the right-of-way of said Project shall be regulated on a continuing basis by the LPA in accordance with INDOT's

Utility Procedure and Accommodation Policy (See <http://www.in.gov/indot/2389.htm>). The LPA shall execute written use and occupancy contracts as defined in this Policy.

2.13. If FHWA or INDOT invokes sanctions per Section 6.6.2. of this Contract, or otherwise denies or withholds federal funds (hereinafter called a citation or cited funds) for any reason and for all or any part of the Project, the LPA agrees as follows:

2.13.1. In the event of a correctable noncompliance, the LPA shall make the corrections to the satisfaction of FHWA and INDOT in a reasonable amount of time. In the event the LPA fails to make the required corrections, Sections 2.14.2 and 2.14.3 (as applicable) shall apply.

2.13.2. In the event a citation for noncompliance: (1) is unable to be corrected, (2) the LPA fails to make corrections, (3) the LPA makes corrections which are not acceptable to FHWA and INDOT, or (4) for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, Section 2.14.2 shall apply, and adjustments shall be made as follows:

- A. The LPA shall reimburse INDOT the total amount of all right-of-way costs that are subject to FHWA citation which have been paid by INDOT to the LPA.
- B. If no right-of-way costs have been paid by INDOT to the LPA or on the LPA's behalf, INDOT shall not pay any claim or billing for right-of-way that is subject to the FHWA citation.
- C. The LPA is not entitled to bill INDOT or to be reimbursed for any of its right-of-way liabilities or costs that are subject to any FHWA citation in force.

2.13.3. If FHWA issues a citation denying or withholding all or any part of construction costs due to LPA's noncompliance with right-of-way requirements, and construction work has commenced, the following shall apply:

- A. INDOT may elect to terminate, suspend, or continue construction work in accordance with the provisions of the construction contract.
- B. INDOT may elect to pay its obligations under the provisions of the construction contract.
- C. If the noncompliance can be corrected, the LPA shall make the corrections in a reasonable amount of time to the satisfaction of FHWA and INDOT.
- D. In the event a citation for noncompliance: (1) is unable to be corrected, (2) the LPA fails to make corrections, (3) the LPA makes corrections which are not acceptable to FHWA and INDOT, or (4) for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, and construction work has been terminated or suspended, the LPA shall reimburse INDOT the full amount the LPA paid for said construction work, less the amount of federal funds allowed by FHWA.

2.13.4. The LPA shall reimburse INDOT the total cost of the Project, not eligible for federal participation.

2.13.5. If for any reason INDOT is required to repay to FHWA the sum(s) of federal funds paid to the LPA or any other entity through INDOT under the terms of this Contract, then the LPA shall repay to INDOT such sum(s) within forty-five (45) days after receipt of an invoice from INDOT. Payment for any and all costs incurred by the LPA which are not eligible for federal funding shall be the sole obligation of the LPA.

III. INDOT RESPONSIBILITIES.

- 3.1. INDOT shall have full authority and access to inspect and review all plans, specifications, and special provisions for the Project, regardless of when those plans, specifications, special provisions, or other such Project documents were created.
- 3.2. After the LPA has submitted and INDOT has accepted all pre-letting documents, INDOT will prepare the Engineer's Estimate for construction of the Project.
- 3.3. If the LPA owes INDOT money which is more than sixty (60) days past due, INDOT will not open the construction bids for the Project.
- 3.4. Not later than sixty (60) calendar days after receipt by INDOT of a certified copy of a resolution from the LPA's fiscal body authorizing the LPA to make payment to INDOT according to the terms of **Attachment A**, and fulfillment of all other pre-letting obligations of this Contract, INDOT shall, in accordance with applicable laws and rules, including I.C. 8-23-9, I.C. 8-23-10, and 105 I.A.C. 11, conduct a scheduled letting.
- 3.5. Subject to the LPA's written approval, INDOT shall award the construction contract for the Project according to applicable laws and rules.
- 3.6. Not later than seven (7) calendar days after INDOT awards the construction contract described above, INDOT shall invoice the LPA for the LPA's share of the construction cost.
- 3.7. If INDOT has received the LPA's share of the Project construction cost and if the lowest qualified bidder has not otherwise been disqualified, INDOT shall issue notice to proceed for the Project to the contractor within fourteen (14) calendar days of its receipt of the LPA's share of the construction cost.
- 3.8. INDOT shall have the right and opportunity to inspect any construction under this Contract to determine whether the construction is in conformance with the plans and specifications for the Project.
- 3.9. In the event the engineering, testing, and inspection services provided by the LPA, in the opinion of INDOT, are deemed to be incompetent or inadequate or are otherwise insufficient or a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the engineering, testing, and inspection force or to replace engineers or inspectors employed in such work at the expense of the LPA. INDOT's engineers shall control the work the same as on other federal aid construction contracts.
- 3.10. After the final Project audit is approved by INDOT, the LPA shall, within forty-five (45) days after receipt of INDOT's invoice, make final payment to INDOT pursuant to **Attachment A** or INDOT shall, within forty-five (45) days after approval of the audit, refund any Project overpayment to the LPA.

IV. PROJECT FUNDS.

- 4.1. INDOT will not share in the cost of the Project. INDOT will disburse funds from time to time; however, INDOT will be reimbursed by the Federal Highway Administration (FHWA) or the LPA. Payment will be made for the services performed under this Contract in accordance with **Attachment A** (Project Funds).

V. TERM AND SCHEDULE.

- 5.1. Term.** This Grant Agreement commences on the date approved by the State Budget Agency, and shall remain in effect for five (5) fiscal years expiring **June 30, 2030**. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and in conformance with Ind. Code § 5-22-17-4.

VI. GENERAL PROVISIONS

- 6.1. Access to Records.** The LPA shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by INDOT and/or the Federal Highway Administration ("FHWA") or its authorized representative, and copies thereof shall be furnished free of charge, if requested by INDOT, and/or FHWA. The LPA agrees that, upon request by any agency participating in federally-assisted programs with whom the LPA has contracted or seeks to contract, the LPA may release or make available to the agency any working papers from an audit performed by INDOT and/or FHWA of the LPA in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.
- 6.2. Assignment of Antitrust Claims.** As part of the consideration for the award of this Contract, the LPA assigns to the State all right, title and interest in and to any claims the LPA now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.
- 6.3. Audits.** The LPA 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 State. The State considers the LPA to be a "sub-recipient" for purposes of this Contract. However, if required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), following the expiration of this Contract the LPA shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The LPA is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Contract.

For audits conducted pursuant to Indiana Code 5-11-1, and audited by the Indiana State Board of Accounts on the time schedule set forth by the Indiana State Board of Accounts, the LPA shall provide to the Indiana State Board of Accounts, all requested documentation necessary to audit the Local Public Agency in its entirety.

If the audit is conducted by an independent public or certified public account and not the Indiana State Board of Accounts, the LPA shall submit the completed audit to the Indiana State Board of Accounts within 10 (ten) days of the completion of the audit.

The audit shall be an audit of the actual entity, or distinct portion thereof that is the LPA, and not of a parent, member, or subsidiary corporation of the LPA, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State.

6.4. Authority to Bind LPA. The signatory for the LPA represents that he/she has been duly authorized to execute this Contract on behalf of the LPA, and has obtained all necessary or applicable approvals to make this Contract fully binding upon the LPA when his/her signature is affixed and accepted by the State.

6.5. Certification for Federal-Aid Contracts Lobbying Activities. The LPA certifies, by signing and submitting this Contract, to the best of its knowledge and belief that the LPA has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the LPA, 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 agreement, 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 agreement, grant, loan, or cooperative agreement.

B. 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 agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, (Disclosure Form to Report Lobbying), in accordance with its instructions.

C. The LPA 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.

6.6. Compliance with Laws.

6.6.1. The LPA 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 there under, after execution of this Contract shall be reviewed by INDOT and the LPA to determine whether the provisions of this Contract require formal modification.

6.6.2. The LPA acknowledges that federal requirements provide for the possible loss of federal funding to one degree or another when the requirements of Public Law 91-646 and other applicable federal and state laws, rules and regulations are not complied with.

6.6.3. The LPA acknowledges paragraph 7 of the Federal Highway Program Manual, Volume 7, Chapter 1, Section 3, entitled "Withholding Federal Participation" which is herewith quoted in part as follows: "Where correctable noncompliance with provisions of law or FHWA requirements exist, federal funds may be withheld until compliance is obtained. Where compliance is not correctable, the FHWA may deny participation in parcel or project costs in part or in total."

6.6.4. The LPA and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, *et seq.*, IC §4-2-7, *et seq.* and the regulations promulgated thereunder. **If the LPA 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 LPA shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this Contract. If the LPA is not familiar with these ethical requirements, the LPA 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 LPA or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the LPA. In addition, the LPA may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

6.6.5. The LPA warrants that the LPA and its contractors 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 under this Contract. 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 State.

6.6.6. As required by IC §5-22-3-7:

- (1) The LPA and any principals of the LPA certify that:
 - (A) the LPA, 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 LPA 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 LPA and any officials of the LPA certify that an affiliate or official of the LPA and any agent acting on behalf of the LPA or on behalf of an affiliate or official of the LPA 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.

6.7. Debarment and Suspension.

1. The LPA certifies by entering into this Contract that neither it nor its principals nor any of its contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the LPA.
2. The LPA certifies that it will verify the state and federal suspension and debarment status for all contractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred contractor. The LPA shall immediately notify INDOT if any contractor becomes debarred or suspended, and shall, at INDOT's request, take all steps required by INDOT to terminate its contractual relationship with the contractor for work to be performed under this Contract.

- 6.8. Disadvantaged Business Enterprise Program.** Notice is hereby given to the LPA or an LPA Contractor 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, may result in termination of this Contract or such remedy as INDOT deems appropriate.

The referenced section requires the following policy and disadvantaged business enterprise ("DBE") assurance to be included in all subsequent contracts between the LPA and any contractors, vendors or suppliers:

The LPA shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The LPA shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the LPA 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.

As part of the LPA's equal opportunity affirmative action program, it is required that the LPA shall take positive affirmative actions and put forth good faith efforts to solicit proposals or bids from and to utilize disadvantaged business enterprise contractors, vendors or suppliers.

6.9. Disputes.

- 6.9.1.** Should any disputes arise with respect to this Contract, the LPA and INDOT agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- 6.9.2.** The LPA agrees that, the existence of a dispute notwithstanding, it shall continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the LPA fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by INDOT or the LPA as a result of such failure to proceed shall be borne by the LPA.
- 6.9.3.** If a party to the contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon written notice, the PARTIES have ten (10) working days, unless the PARTIES mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within ten (10) working days, a dissatisfied party will submit the dispute in writing according to the following procedure:
- 6.9.4.** The PARTIES agree to resolve such matters through submission of this dispute to the Commissioner of INDOT. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the LPA within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the PARTIES concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If a party is not satisfied with the Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.
- 6.9.5.** INDOT may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by INDOT to the LPA of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for LPA to terminate this Contract, and the LPA may bring suit to collect these amounts without following the disputes procedure contained herein.

6.10. Drug-Free Workplace Certification. As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the LPA hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The LPA will give written notice to the State within ten (10) days after receiving actual notice that the LPA, or an employee of the LPA 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 State 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 LPA 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 LPA'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 LPA'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 (1) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the LPA 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 State in writing within ten (10) days after receiving notice from an employee under subdivision (3)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (3)(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.

6.11. 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 LPA swears or affirms under the penalties of perjury that the LPA has not knowingly employed, and will not knowingly employ, unauthorized alien. The LPA further affirms that:

- A. The LPA 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 LPA is not required to participate should the E-Verify program cease to exist. Additionally, the LPA is not required to participate if the LPA is self-employed and does not employ any employees.
- B. The LPA has not knowingly employed or contracted with, and shall not knowingly employ or contract with, an unauthorized alien. The LPA has not retained, and shall not retain, an

employee, and has not contracted and shall not contract with a person, that the LPA subsequently learned or learns is an unauthorized alien.

- C. The LPA shall require his/her/its subcontractors who perform work under this Contract to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor and to provide any and all such certifications to the State promptly upon request.

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

6.12. Force Majeure. In the event that any 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.

6.13. Funding Cancellation Clause. As required by Financial Management Circular 3.3 and IC 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of the performance of this Contract, this Contract shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

6.14. Governing Laws. This Contract shall be governed, construed and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

6.15. Indemnification. The LPA agrees to indemnify, defend, exculpate, and hold harmless the State of Indiana, and INDOT and/or its/their officials, agents, representatives, attorneys and employees, individually and/or jointly, from any and all claims, demands, actions, liability and/or liens that may be asserted by the LPA and/or by any other person, firm, corporation, insurer, government or other legal entity, for any claim for damages arising out of any and all loss, damage, injuries, and/or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or off the right-of-way, arising out of or resulting from the performance of the contract or from the installation, existence, use, maintenance, condition, repairs, alteration and/or removal of any equipment or material, whether due in whole or in part to the acts and/or omissions and/or negligent acts and/or omissions:

- A. of the State of Indiana, INDOT, and/or its/their officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
- B. of the LPA, and/or its officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
- C. of any and all persons, firms, corporations, insurers, government or other legal entity engaged in the performance of the contract; and/or

- D. the joint negligence of any of them, including any claim arising out of the Worker's Compensation law or any other law, ordinance, order, or decree.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in connection herewith in the event that the LPA shall default under the provisions of this section.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in successfully asserting a claim against the LPA for indemnity pursuant to this contract.

6.16. Merger & 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 Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary PARTIES.

6.17. Non-Discrimination. Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act:

6.17.1. The LPA covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant 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, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). The LPA 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 subparagraph may be regarded as a material breach of this Contract, including for purposes of IC 5-11-5.5-2, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the LPA or any subcontractor.

6.17.2. LPA 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 Contractor's workforce. The Parties agree that a breach of this subparagraph is a material breach of this Contract, including for purposes of IC 5-11-5.5-2, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Grantee or any subcontractor.

6.17.3 INDOT is a recipient of federal funds, and therefore, 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).

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

1. Compliance with Regulations: The LPA 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 LPA, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, 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 LPA 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 LPA for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the LPA of the LPA'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 LPA 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 FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a LPA is in the exclusive possession of another who fails or refuses furnish this information, the LPA shall so certify to INDOT or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the LPA's noncompliance with the nondiscrimination provisions of this Contract, INDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: (a) withholding payments to the LPA under the Contract until the LPA complies, and/or (b) cancellation, termination or suspension of the Contract, in whole or in part.
6. Incorporation of Provisions: The LPA shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The LPA 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 LPA becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the LPA may request INDOT to enter into such litigation to protect the interests of INDOT, and, in addition, the LPA may request the United States of America to enter into such litigation to protect the interests of the United States of America.

6.18. Payment. All payments (if any) shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the LPA in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC §4-13-2-20.

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

Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

6.20. Pollution Control Requirements. If this Contract is for \$100,000 or more, the LPA:

A. Stipulates 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;

B. Agrees to comply with all of the requirements of the Clean Air Act (including section 114) and the Federal Water Pollution Control Act (including section 308) and all regulations and guidelines issued there under; and

C. Stipulates, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the FHWA of the receipt of any advice 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 List of Violating Facilities.

6.21. Prohibited Telecommunications and Video Surveillance Equipment and Services.

In accordance with federal regulations (including 2 CFR 200.216 and 2 CFR 200.471), the Contractor is prohibited from purchasing, procuring, obtaining, using, or installing any telecommunication or video surveillance equipment, services, or systems produced by:

A. Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), OR

B. Hytera Communication Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities),

for any purpose to fulfill its obligations under this Contract. The Contractor shall be responsible to ensure that any subcontractor is bound by and complies with the terms of this provision. Breach of this provision shall be considered a material breach of this Contract.

6.22. Severability. The invalidity of any section, subsection, clause or provision of the Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of the Contract.

- 6.23. Status of Claims.** The LPA shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the LPA resulting from services performed under this Contract. The LPA shall send notice of claims related to work under this Contract to:

Chief Counsel
Indiana Department of Transportation
100 North Senate Avenue, Room N758
Indianapolis, Indiana 46204-2249

- 6.24. General.** This Contract represents the entire understanding between the PARTIES relating to the subject matter and supersedes any and all prior oral and/or written communications, understandings or agreements relating to the subject matter. Any amendment or modification to this Contract must be in writing and be signed by duly authorized representatives of the PARTIES (and by all necessary approving State agencies or parties). Neither this Contract nor any portions of it may be assigned, licensed or otherwise transferred by the LPA without the prior written consent of INDOT. This Contract will be binding upon the PARTIES and their permitted successors or assigns. Failure of either Party to enforce any provision of this Contract will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. All captions, section headings, paragraph titles and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive, definitive or to affect the interpretation of this Contract. The Recitals and "Notice to PARTIES" on page 1 of the Contract are hereby made an integral part and specifically incorporated into this Contract.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the LPA, or that the undersigned is the properly authorized representative, agent, member or officer of the LPA. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the LPA, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. **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.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: <https://secure.in.gov/apps/idoa/contractsearch/>

In Witness Whereof, the LPA and the State have, through their duly authorized representatives, entered into this Contract. The PARTIES, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

Allen County

Indiana Department of Transportation

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Electronically Approved by:
Department of Administration

Electronically Approved by:
State Budget Agency

By: (for) Brandon Clifton, Commissioner

By: (for) Chad Ranney, Director

*Form approval has been granted by the
Office of the Attorney General pursuant to
IC 4-13-2-14.3(e) on December 19, 2025.
FA 25-106*

ATTACHMENT A
PROJECT FUNDS

I. Project Costs.

- A. This contract is just for the phase(s) and amount(s) noted below and the funding cannot be moved from one phase to another:

Phase	Amount
Preliminary Engineering	\$
Right-of-Way	\$
Railroad	\$
Utilities	\$
Construction	\$2,376,000.00
Construction Inspection	\$297,840.00

- B. The maximum amount of federal funds allocated to this project is for a total of **\$2,673,840.00**.
- C. The LPA understands and agrees that it is INDOT's policy to only allow non-discretionary changes to a Project scope after bidding. Changes to the Project scope after bidding that are by the choice of the LPA and are not required to complete the Project will not be eligible for federal-aid funds and must be funded 100% locally.
- D. The LPA understands and agrees that the federal-aid funds allocated to the Project are intended to accomplish the original scope of the Project as designed. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the Local Program.
- E. The remainder of the Project cost shall be borne by the LPA. For the avoidance of doubt, INDOT shall not pay for any costs relating to the Project unless the PARTIES have agreed in a document (which specifically references section I.B. of **Attachment A** of this Contract) signed by an authorized representative of INDOT, the Indiana Department of Administration, State Budget Agency, and the Attorney General of Indiana.
- F. Every project must have a project end date based upon the reasonable timeframe for the project phase to be completed. If a project end date lapses, the project is no longer eligible for federal reimbursement in accordance with 2 CFR 200. See <https://www.in.gov/indot/2833.htm>.
- G. Costs will be eligible for FHWA participation provided that the costs:
- (1) Are for work performed for activities eligible under the section of title 23, U.S.C., applicable to the class of funds used for the activities;
 - (2) Are verifiable from INDOT's or the LPA's records;

- (3) Are necessary and reasonable for proper and efficient accomplishment of project objectives and meet the other criteria for allowable costs in the applicable cost principles cited in 49 CFR 18.22;
- (4) Are included in the approved budget, or amendment thereto; and
- (5) Were not incurred prior to FHWA authorization.

II. Billings.

A. Billing:

1. When INDOT awards and enters into a contract (i.e., construction, utility, and/or railroad) on behalf of the LPA, INDOT will invoice the LPA for its share of the costs. The LPA shall pay the invoice within thirty (30) calendar days from date of INDOT's billing.
2. The LPA understands time is of the essence regarding the Project timeline and costs and delays in payment may cause substantial time delays and/or increased costs for the Project.
3. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this Contract, including the contracts listed in II.A.1 of **Attachment A** and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.
4. Federal funds on projects which have not been billed for a twelve (12) month period are considered inactive and must be removed from the project in accordance with 2 CFR 200. To receive federal funding within the twelve (12) month period, INDOT must receive a billing within nine (9) months. See <https://www.in.gov/indot/2833.htm>.

III. Repayment Provisions.

If for any reason, INDOT is required to repay to FHWA the sum or sums of federal funds paid to the LPA or on behalf of the LPA under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums within thirty (30) days after receipt of a billing from INDOT. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT may proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account until the amount due has been repaid.

INDIANA DEPARTMENT OF TRANSPORTATION - LOCAL PUBLIC AGENCY

PROJECT COORDINATION CONTRACT

CONTRACT #0000000000000000000099593

Des. No.: 2101768

UEI #: STGANEV36QN8

CFDA No.: 20.205

This Contract is entered into by and between the State of Indiana, acting by and through the Indiana Department of Transportation, (hereinafter referred to as "INDOT"), and the ALLEN COUNTY, a local public agency in the State of Indiana (hereinafter referred to as the "LPA"), and collectively referred to as the "PARTIES" is executed pursuant to the terms and conditions set forth herein and shall be effective as of the date of approval by the Office of the Indiana Attorney General. In consideration of those mutual undertakings and covenants, the PARTIES agree as follows:

NOTICE TO PARTIES

Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following address, unless otherwise specifically advised.

- A. Notice to INDOT, regarding contract provisions shall be sent to:

Office of LPA and Grant Administration
Attention: Director of LPA and Grant Administration
100 North Senate Avenue, Room N758-LPA
Indianapolis, Indiana 46204

With a copy to:

Chief Legal Counsel and Deputy Commissioner
Indiana Department of Transportation
100 North Senate Avenue, Room N758-Legal
Indianapolis, Indiana 46204

- B. Notices to INDOT regarding project management shall be sent to respective District Office:

INDOT Fort Wayne District
5333 Hatfield Road
Fort Wayne, Indiana 46808

- C. Notices to the LPA shall be sent to:

Allen County
200 East Berry Street, Suite 280
Citizens Square
Fort Wayne, Indiana 46802

RECITALS

WHEREAS, the LPA has submitted an application to receive federal funds for the project described in **Attachment A** (the "Project"), which is attached herein and made an integral part of this Contract; and

WHEREAS, INDOT has approved of the LPA's application for federal funding, and the PARTIES desire to enter into this Contract to establish the responsibilities for the Project; and

WHEREAS, the LPA shall be responsible for its share of the Project cost as stated in this Contract, and

WHEREAS, the LPA desires to expedite delivery of the Project, comply with all federal requirements and fiscally manage the Project; and

WHEREAS, the PARTIES have determined the Project is in the best interests of the citizens of the State of Indiana; and

WHEREAS, the PARTIES execute this Contract pursuant to Indiana Code §§ 8-23-2-5, 8-23-2-6, 8-23-4-7, 36-1-4-7, and 36-1-7-3, and Titles 23 and 49 of the United States Code and Titles 23 and 49 of the Code of Federal Regulations.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the LPA and INDOT agree as follows:

I. PROJECT DESCRIPTION.

1.1. The Parties are entering into this Contract to complete the Project described as follows:

Des. No. **2101768**

Type of Project: **Bridge Rehabilitation or Repair**

General Scope/Location: **Bridge #242: on Hamilton Rd over Rebecca Knight Drain**

II. LPA RESPONSIBILITIES.

- 2.1. The LPA shall complete the Project in accordance with INDOT's Design Manual ([See http://www.in.gov/indot/design_manual/](http://www.in.gov/indot/design_manual/)) and all pertinent state and federal laws, regulations, policies and guidance, including the INDOT's LPA Guidance Document ([See https://www.in.gov/indot/2390.htm](https://www.in.gov/indot/2390.htm)). The LPA or its consultant shall prepare the environmental document(s) for the Project in accordance with INDOT's Environmental Manual ([See http://www.in.gov/indot/2523.htm](http://www.in.gov/indot/2523.htm)). Land acquisition for the Project by the LPA or its consultant shall be in accordance with INDOT's Real Estate Manuals ([See http://www.in.gov/indot/2493.htm](http://www.in.gov/indot/2493.htm)).
- 2.2. The LPA shall select the consultant in accordance with INDOT's consultant selection procedure for the consultant services to be eligible for federal funding or federal credits.
- 2.3. If the LPA contracts with a consultant, contractor, or other agent to complete work on the Project, the LPA may use either the "LPA-CONSULTANT Agreement", which is found at <http://www.in.gov/indot/2833.htm>, or an agreement that has been reviewed and approved by INDOT.
- 2.4. The LPA shall provide all relevant documents including, but not limited to, all plans, specifications, and special provisions, to INDOT for its review. Upon INDOT's review, the LPA shall modify the submittal in accordance with INDOT's modifications or comments, if any. If the LPA fails to

provide a submittal, untimely provides the submittal, or the submittal is not approvable, the schedule, cost, and federal funds for the Project may be jeopardized.

- 2.5. The LPA shall complete all right-of-way acquisition, utility coordination and acquire the necessary permit(s) and submit documentation of such to INDOT. The utility coordination shall be in accordance with 105 IAC 13.
- 2.6. If the LPA fails to meet any of the requirements of Sections 2.1, 2.2, 2.4, or 2.5 above, INDOT will not let the construction Project. If INDOT, and FHWA where necessary, approve LPA's submittals, INDOT shall schedule the Project for letting at the next reasonable date.
- 2.7. The cost of the invoice of the construction, utility, and/or railroad work shall be paid by the LPA no later than thirty (30) calendar days from the date of letting.
- 2.8. The LPA shall make timely payments of costs to INDOT to avoid delays and increased costs to the Project. If the LPA fails to make timely payments of the full amount invoiced by INDOT, within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this Contract, including the contracts listed in II.A.1 of **Attachment A**, which is attached hereto and incorporated herein by reference, and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.
- 2.9. The LPA shall be responsible for all costs associated with additional provisions and/or expenses in excess of the federal funds allocated to the Project. The LPA, in conjunction with FHWA (if applicable) and INDOT shall review and approve all change orders submitted by the field Project Engineer/Supervisor, and such approvals shall not be unreasonably withheld.
- 2.10. The LPA shall provide competent and adequate engineering, testing, and inspection service to ensure the performance of the work is in accordance with the construction contract, plans and specifications and any special provisions or approved change orders. If, in INDOT's opinion, the services enumerated in this Section are deemed to be incompetent, inadequate or are otherwise insufficient, or if a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the services or replace the engineers or inspectors providing these services at the sole expense of the LPA.
 - 2.10.1. If project inspection will be provided by full-time LPA employees, the personnel must be employees of the LPA. Temporary employment or retainage-based payments are not permissible. INDOT must pre-approve, in writing, the LPA's personnel. Only costs incurred after INDOT's written notice to proceed to the LPA shall be eligible for federal-aid participation. All claims for federal aid shall be submitted to the District office, referenced on Page 1 of the Contract for payment.
 - 2.10.2. If project inspection will be provided by the LPA's consultant, INDOT must approve, in writing, the consultant personnel prior to their assignment to the Project. The LPA shall execute a contract with a consultant setting forth the scope of work and fees. The LPA shall submit this contract to INDOT prior to INDOT's Ready for Contracts date for the Project. Only costs incurred after INDOT's written notice to proceed to the LPA and the LPA's written notice to proceed to the consultant shall be eligible for federal aid participation. All claims for federal aid shall be submitted to the District office, referenced on page 1 of this Contract for payment.
- 2.11. The LPA shall submit reports, including but not limited to quarterly reports, to INDOT regarding the Project's progress and the performance of work per INDOT standard reporting methods. If the required reports are not submitted, federal funds may be withheld.
- 2.12. The LPA hereby agrees that all utilities which cross or otherwise occupy the right-of-way of said Project shall be regulated on a continuing basis by the LPA in accordance with INDOT's

Utility Procedure and Accommodation Policy (See <http://www.in.gov/indot/2389.htm>). The LPA shall execute written use and occupancy contracts as defined in this Policy.

2.13. If FHWA or INDOT invokes sanctions per Section 6.6.2. of this Contract, or otherwise denies or withholds federal funds (hereinafter called a citation or cited funds) for any reason and for all or any part of the Project, the LPA agrees as follows:

2.13.1. In the event of a correctable noncompliance, the LPA shall make the corrections to the satisfaction of FHWA and INDOT in a reasonable amount of time. In the event the LPA fails to make the required corrections, Sections 2.14.2 and 2.14.3 (as applicable) shall apply.

2.13.2. In the event a citation for noncompliance: (1) is unable to be corrected, (2) the LPA fails to make corrections, (3) the LPA makes corrections which are not acceptable to FHWA and INDOT, or (4) for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, Section 2.14.2 shall apply, and adjustments shall be made as follows:

A. The LPA shall reimburse INDOT the total amount of all right-of-way costs that are subject to FHWA citation which have been paid by INDOT to the LPA.

B. If no right-of-way costs have been paid by INDOT to the LPA or on the LPA's behalf, INDOT shall not pay any claim or billing for right-of-way that is subject to the FHWA citation.

C. The LPA is not entitled to bill INDOT or to be reimbursed for any of its right-of-way liabilities or costs that are subject to any FHWA citation in force.

2.13.3. If FHWA issues a citation denying or withholding all or any part of construction costs due to LPA's noncompliance with right-of-way requirements, and construction work has commenced, the following shall apply:

A. INDOT may elect to terminate, suspend, or continue construction work in accordance with the provisions of the construction contract.

B. INDOT may elect to pay its obligations under the provisions of the construction contract.

C. If the noncompliance can be corrected, the LPA shall make the corrections in a reasonable amount of time to the satisfaction of FHWA and INDOT.

D. In the event a citation for noncompliance: (1) is unable to be corrected, (2) the LPA fails to make corrections, (3) the LPA makes corrections which are not acceptable to FHWA and INDOT, or (4) for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, and construction work has been terminated or suspended, the LPA shall reimburse INDOT the full amount the LPA paid for said construction work, less the amount of federal funds allowed by FHWA.

2.13.4. The LPA shall reimburse INDOT the total cost of the Project, not eligible for federal participation.

2.13.5. If for any reason INDOT is required to repay to FHWA the sum(s) of federal funds paid to the LPA or any other entity through INDOT under the terms of this Contract, then the LPA shall repay to INDOT such sum(s) within forty-five (45) days after receipt of an invoice from INDOT. Payment for any and all costs incurred by the LPA which are not eligible for federal funding shall be the sole obligation of the LPA.

III. INDOT RESPONSIBILITIES.

- 3.1. INDOT shall have full authority and access to inspect and review all plans, specifications, and special provisions for the Project, regardless of when those plans, specifications, special provisions, or other such Project documents were created.
- 3.2. After the LPA has submitted and INDOT has accepted all pre-letting documents, INDOT will prepare the Engineer's Estimate for construction of the Project.
- 3.3. If the LPA owes INDOT money which is more than sixty (60) days past due, INDOT will not open the construction bids for the Project.
- 3.4. Not later than sixty (60) calendar days after receipt by INDOT of a certified copy of a resolution from the LPA's fiscal body authorizing the LPA to make payment to INDOT according to the terms of **Attachment A**, and fulfillment of all other pre-letting obligations of this Contract, INDOT shall, in accordance with applicable laws and rules, including I.C. 8-23-9, I.C. 8-23-10, and 105 I.A.C. 11, conduct a scheduled letting.
- 3.5. Subject to the LPA's written approval, INDOT shall award the construction contract for the Project according to applicable laws and rules.
- 3.6. Not later than seven (7) calendar days after INDOT awards the construction contract described above, INDOT shall invoice the LPA for the LPA's share of the construction cost.
- 3.7. If INDOT has received the LPA's share of the Project construction cost and if the lowest qualified bidder has not otherwise been disqualified, INDOT shall issue notice to proceed for the Project to the contractor within fourteen (14) calendar days of its receipt of the LPA's share of the construction cost.
- 3.8. INDOT shall have the right and opportunity to inspect any construction under this Contract to determine whether the construction is in conformance with the plans and specifications for the Project.
- 3.9. In the event the engineering, testing, and inspection services provided by the LPA, in the opinion of INDOT, are deemed to be incompetent or inadequate or are otherwise insufficient or a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the engineering, testing, and inspection force or to replace engineers or inspectors employed in such work at the expense of the LPA. INDOT's engineers shall control the work the same as on other federal aid construction contracts.
- 3.10. After the final Project audit is approved by INDOT, the LPA shall, within forty-five (45) days after receipt of INDOT's invoice, make final payment to INDOT pursuant to **Attachment A** or INDOT shall, within forty-five (45) days after approval of the audit, refund any Project overpayment to the LPA.

IV. PROJECT FUNDS.

- 4.1. INDOT will not share in the cost of the Project. INDOT will disburse funds from time to time; however, INDOT will be reimbursed by the Federal Highway Administration (FHWA) or the LPA. Payment will be made for the services performed under this Contract in accordance with **Attachment A** (Project Funds).

V. TERM AND SCHEDULE.

- 5.1. **Term.** This Grant Agreement commences on the date approved by the State Budget Agency, and shall remain in effect for five (5) fiscal years expiring **June 30, 2030**. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and in conformance with Ind. Code § 5-22-17-4.

VI. GENERAL PROVISIONS

- 6.1. **Access to Records.** The LPA shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by INDOT and/or the Federal Highway Administration ("FHWA") or its authorized representative, and copies thereof shall be furnished free of charge, if requested by INDOT, and/or FHWA. The LPA agrees that, upon request by any agency participating in federally-assisted programs with whom the LPA has contracted or seeks to contract, the LPA may release or make available to the agency any working papers from an audit performed by INDOT and/or FHWA of the LPA in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.
- 6.2. **Assignment of Antitrust Claims.** As part of the consideration for the award of this Contract, the LPA assigns to the State all right, title and interest in and to any claims the LPA now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.
- 6.3. **Audits.** The LPA 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 State. The State considers the LPA to be a "sub-recipient" for purposes of this Contract. However, if required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), following the expiration of this Contract the LPA shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The LPA is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Contract.

For audits conducted pursuant to Indiana Code 5-11-1, and audited by the Indiana State Board of Accounts on the time schedule set forth by the Indiana State Board of Accounts, the LPA shall provide to the Indiana State Board of Accounts, all requested documentation necessary to audit the Local Public Agency in its entirety.

If the audit is conducted by an independent public or certified public account and not the Indiana State Board of Accounts, the LPA shall submit the completed audit to the Indiana State Board of Accounts within 10 (ten) days of the completion of the audit.

The audit shall be an audit of the actual entity, or distinct portion thereof that is the LPA, and not of a parent, member, or subsidiary corporation of the LPA, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State.

- 6.4. **Authority to Bind LPA.** The signatory for the LPA represents that he/she has been duly authorized to execute this Contract on behalf of the LPA, and has obtained all necessary or applicable approvals to make this Contract fully binding upon the LPA when his/her signature is affixed and accepted by the State.
- 6.5. **Certification for Federal-Aid Contracts Lobbying Activities.** The LPA certifies, by signing and submitting this Contract, to the best of its knowledge and belief that the LPA has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the LPA, 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 agreement, 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 agreement, grant, loan, or cooperative agreement.
 - B. 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 agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, (Disclosure Form to Report Lobbying), in accordance with its instructions.
 - C. The LPA 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.
- 6.6. **Compliance with Laws.**
- 6.6.1. The LPA 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 there under, after execution of this Contract shall be reviewed by INDOT and the LPA to determine whether the provisions of this Contract require formal modification.
 - 6.6.2. The LPA acknowledges that federal requirements provide for the possible loss of federal funding to one degree or another when the requirements of Public Law 91-646 and other applicable federal and state laws, rules and regulations are not complied with.
 - 6.6.3. The LPA acknowledges paragraph 7 of the Federal Highway Program Manual, Volume 7, Chapter 1, Section 3, entitled "Withholding Federal Participation" which is herewith quoted in part as follows: "Where correctable noncompliance with provisions of law or FHWA requirements exist, federal funds may be withheld until compliance is obtained. Where compliance is not correctable, the FHWA may deny participation in parcel or project costs in part or in total."
 - 6.6.4. The LPA and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, *et seq.*, IC §4-2-7, *et seq.* and the regulations promulgated thereunder. **If the LPA 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 LPA shall ensure compliance with the disclosure**

requirements in IC 4-2-6-10.5 prior to the execution of this Contract. If the LPA is not familiar with these ethical requirements, the LPA 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 LPA or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the LPA. In addition, the LPA may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

6.6.5. The LPA warrants that the LPA and its contractors 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 under this Contract. 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 State.

6.6.6. As required by IC §5-22-3-7:

- (1) The LPA and any principals of the LPA certify that:
 - (A) the LPA, 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 LPA 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 LPA and any officials of the LPA certify that an affiliate or official of the LPA and any agent acting on behalf of the LPA or on behalf of an affiliate or official of the LPA 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.

6.7. Debarment and Suspension.

1. The LPA certifies by entering into this Contract that neither it nor its principals nor any of its contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the LPA.
2. The LPA certifies that it will verify the state and federal suspension and debarment status for all contractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred contractor. The LPA shall immediately notify INDOT if any contractor becomes debarred or suspended, and shall, at INDOT's request, take all steps required by INDOT to terminate its contractual relationship with the contractor for work to be performed under this Contract.

- 6.8. Disadvantaged Business Enterprise Program.** Notice is hereby given to the LPA or an LPA Contractor 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, may result in termination of this Contract or such remedy as INDOT deems appropriate.

The referenced section requires the following policy and disadvantaged business enterprise ("DBE") assurance to be included in all subsequent contracts between the LPA and any contractors, vendors or suppliers:

The LPA shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The LPA shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the LPA 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.

As part of the LPA's equal opportunity affirmative action program, it is required that the LPA shall take positive affirmative actions and put forth good faith efforts to solicit proposals or bids from and to utilize disadvantaged business enterprise contractors, vendors or suppliers.

6.9. Disputes.

6.9.1. Should any disputes arise with respect to this Contract, the LPA and INDOT agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

6.9.2. The LPA agrees that, the existence of a dispute notwithstanding, it shall continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the LPA fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by INDOT or the LPA as a result of such failure to proceed shall be borne by the LPA.

6.9.3. If a party to the contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon written notice, the PARTIES have ten (10) working days, unless the PARTIES mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within ten (10) working days, a dissatisfied party will submit the dispute in writing according to the following procedure:

6.9.4. The PARTIES agree to resolve such matters through submission of this dispute to the Commissioner of INDOT. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the LPA within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the PARTIES concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If a party is not satisfied with the Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.

6.9.5. INDOT may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by INDOT to the LPA of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for LPA to terminate this Contract, and the LPA may bring suit to collect these amounts without following the disputes procedure contained herein.

6.10. Drug-Free Workplace Certification. As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the LPA hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The LPA will give written notice to the State within ten (10) days after receiving actual notice that the LPA, or an employee of the LPA 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 State 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 LPA 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 LPA'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 LPA'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 (1) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the LPA 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 State in writing within ten (10) days after receiving notice from an employee under subdivision (3)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (3)(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.

6.11. 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 LPA swears or affirms under the penalties of perjury that the LPA has not knowingly employed, and will not knowingly employ, unauthorized alien. The LPA further affirms that:

- A. The LPA 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 LPA is not required to participate should the E-Verify program cease to exist. Additionally, the LPA is not required to participate if the LPA is self-employed and does not employ any employees.
- B. The LPA has not knowingly employed or contracted with, and shall not knowingly employ or contract with, an unauthorized alien. The LPA has not retained, and shall not retain, an

employee, and has not contracted and shall not contract with a person, that the LPA subsequently learned or learns is an unauthorized alien.

- C. The LPA shall require his/her/its subcontractors who perform work under this Contract to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor and to provide any and all such certifications to the State promptly upon request.

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

- 6.12. **Force Majeure.** In the event that any 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 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.
- 6.13. **Funding Cancellation Clause.** As required by Financial Management Circular 3.3 and IC 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of the performance of this Contract, this Contract shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.
- 6.14. **Governing Laws.** This Contract shall be governed, construed and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.
- 6.15. **Indemnification.** The LPA agrees to indemnify, defend, exculpate, and hold harmless the State of Indiana, and INDOT and/or its/their officials, agents, representatives, attorneys and employees, individually and/or jointly, from any and all claims, demands, actions, liability and/or liens that may be asserted by the LPA and/or by any other person, firm, corporation, insurer, government or other legal entity, for any claim for damages arising out of any and all loss, damage, injuries, and/or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or off the right-of-way, arising out of or resulting from the performance of the contract or from the installation, existence, use, maintenance, condition, repairs, alteration and/or removal of any equipment or material, whether due in whole or in part to the acts and/or omissions and/or negligent acts and/or omissions:
 - A. of the State of Indiana, INDOT, and/or its/their officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
 - B. of the LPA, and/or its officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
 - C. of any and all persons, firms, corporations, insurers, government or other legal entity engaged in the performance of the contract; and/or

- D. the joint negligence of any of them, including any claim arising out of the Worker's Compensation law or any other law, ordinance, order, or decree.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in connection herewith in the event that the LPA shall default under the provisions of this section.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in successfully asserting a claim against the LPA for indemnity pursuant to this contract.

6.16. Merger & 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 Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary PARTIES.

6.17. Non-Discrimination. Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act:

6.17.1. The LPA covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant 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, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). The LPA 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 subparagraph may be regarded as a material breach of this Contract, including for purposes of IC 5-11-5.5-2, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the LPA or any subcontractor.

6.17.2. LPA 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 Contractor's workforce. The Parties agree that a breach of this subparagraph is a material breach of this Contract, including for purposes of IC 5-11-5.5-2, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Grantee or any subcontractor.

6.17.3 INDOT is a recipient of federal funds, and therefore, 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).

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

1. Compliance with Regulations: The LPA 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 LPA, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, 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 LPA 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 LPA for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the LPA of the LPA'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 LPA 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 FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a LPA is in the exclusive possession of another who fails or refuses furnish this information, the LPA shall so certify to INDOT or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the LPA's noncompliance with the nondiscrimination provisions of this Contract, INDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: (a) withholding payments to the LPA under the Contract until the LPA complies, and/or (b) cancellation, termination or suspension of the Contract, in whole or in part.
6. Incorporation of Provisions: The LPA shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The LPA 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 LPA becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the LPA may request INDOT to enter into such litigation to protect the interests of INDOT, and, in addition, the LPA may request the United States of America to enter into such litigation to protect the interests of the United States of America.

6.18. Payment. All payments (if any) shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the LPA in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC §4-13-2-20.

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

Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

6.20. Pollution Control Requirements. If this Contract is for \$100,000 or more, the LPA:

A. Stipulates 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;

B. Agrees to comply with all of the requirements of the Clean Air Act (including section 114) and the Federal Water Pollution Control Act (including section 308) and all regulations and guidelines issued there under; and

C. Stipulates, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the FHWA of the receipt of any advice 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 List of Violating Facilities.

6.21. Prohibited Telecommunications and Video Surveillance Equipment and Services.

In accordance with federal regulations (including 2 CFR 200.216 and 2 CFR 200.471), the Contractor is prohibited from purchasing, procuring, obtaining, using, or installing any telecommunication or video surveillance equipment, services, or systems produced by:

A. Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), OR

B. Hytera Communication Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities),

for any purpose to fulfill its obligations under this Contract. The Contractor shall be responsible to ensure that any subcontractor is bound by and complies with the terms of this provision. Breach of this provision shall be considered a material breach of this Contract.

- 6.22. **Severability.** The invalidity of any section, subsection, clause or provision of the Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of the Contract.
- 6.23. **Status of Claims.** The LPA shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the LPA resulting from services performed under this Contract. The LPA shall send notice of claims related to work under this Contract to:

Chief Counsel
Indiana Department of Transportation
100 North Senate Avenue, Room N758
Indianapolis, Indiana 46204-2249

- 6.24. **General.** This Contract represents the entire understanding between the PARTIES relating to the subject matter and supersedes any and all prior oral and/or written communications, understandings or agreements relating to the subject matter. Any amendment or modification to this Contract must be in writing and be signed by duly authorized representatives of the PARTIES (and by all necessary approving State agencies or parties). Neither this Contract nor any portions of it may be assigned, licensed or otherwise transferred by the LPA without the prior written consent of INDOT. This Contract will be binding upon the PARTIES and their permitted successors or assigns. Failure of either Party to enforce any provision of this Contract will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. All captions, section headings, paragraph titles and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive, definitive or to affect the interpretation of this Contract. The Recitals and "Notice to PARTIES" on page 1 of the Contract are hereby made an integral part and specifically incorporated into this Contract.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the LPA, or that the undersigned is the properly authorized representative, agent, member or officer of the LPA. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the LPA, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof.

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.

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

<https://secure.in.gov/apps/idoa/contractsearch/>

In Witness Whereof, the LPA and the State have, through their duly authorized representatives, entered into this Contract. The PARTIES, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

Allen County

Indiana Department of Transportation

By: _____

By: _____

Title: _____

Title: _____

Date: d1\ _____

Date: _____

Electronically Approved by:
Department of Administration

Electronically Approved by:
State Budget Agency

By: (for) Brandon Clifton, Commissioner

By: (for) Chad Ranney, Director

*Form approval has been granted by the
Office of the Attorney General pursuant to
IC 4-13-2-14.3(e) on December 19, 2025.
FA 25-106*

ATTACHMENT A
PROJECT FUNDS

I. Project Costs.

- A. This contract is just for the phase(s) and amount(s) noted below and the funding cannot be moved from one phase to another:

Phase	Amount
Preliminary Engineering	\$
Right-of-Way	\$
Railroad	\$
Utilities	\$
Construction	\$1,692,000.00
Construction Inspection	\$253,600.00

- B. The maximum amount of federal funds allocated to this project is **\$1,945,600.00**.
- C. The LPA understands and agrees that it is INDOT's policy to only allow non-discretionary changes to a Project scope after bidding. Changes to the Project scope after bidding that are by the choice of the LPA and are not required to complete the Project will not be eligible for federal-aid funds and must be funded 100% locally.
- D. The LPA understands and agrees that the federal-aid funds allocated to the Project are intended to accomplish the original scope of the Project as designed. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the Local Program.
- E. The remainder of the Project cost shall be borne by the LPA. For the avoidance of doubt, INDOT shall not pay for any costs relating to the Project unless the PARTIES have agreed in a document (which specifically references section I.B. of **Attachment A** of this Contract) signed by an authorized representative of INDOT, the Indiana Department of Administration, State Budget Agency, and the Attorney General of Indiana.
- F. Every project must have a project end date based upon the reasonable timeframe for the project phase to be completed. If a project end date lapses, the project is no longer eligible for federal reimbursement in accordance with 2 CFR 200. See <https://www.in.gov/indot/2833.htm>.
- G. Costs will be eligible for FHWA participation provided that the costs:
- (1) Are for work performed for activities eligible under the section of title 23, U.S.C., applicable to the class of funds used for the activities;
 - (2) Are verifiable from INDOT's or the LPA's records;

- (3) Are necessary and reasonable for proper and efficient accomplishment of project objectives and meet the other criteria for allowable costs in the applicable cost principles cited in 49 CFR 18.22;
- (4) Are included in the approved budget, or amendment thereto; and
- (5) Were not incurred prior to FHWA authorization.

II. Billings.

A. Billing:

1. When INDOT awards and enters into a contract (i.e., construction, utility, and/or railroad) on behalf of the LPA, INDOT will invoice the LPA for its share of the costs. The LPA shall pay the invoice within thirty (30) calendar days from date of INDOT's billing.
2. The LPA understands time is of the essence regarding the Project timeline and costs and delays in payment may cause substantial time delays and/or increased costs for the Project.
3. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this Contract, including the contracts listed in II.A.1 of **Attachment A** and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.
4. Federal funds on projects which have not been billed for a twelve (12) month period are considered inactive and must be removed from the project in accordance with 2 CFR 200. To receive federal funding within the twelve (12) month period, INDOT must receive a billing within nine (9) months. See <https://www.in.gov/indot/2833.htm>.

III. Repayment Provisions.

If for any reason, INDOT is required to repay to FHWA the sum or sums of federal funds paid to the LPA or on behalf of the LPA under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums within thirty (30) days after receipt of a billing from INDOT. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT may proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account until the amount due has been repaid.

INDIANA DEPARTMENT OF TRANSPORTATION - LOCAL PUBLIC AGENCY

PROJECT COORDINATION CONTRACT

CONTRACT #0000000000000000000099388

Des. No.: 2003073

UEI #: STGANEV36QN8

CFDA No.: 20.205

This Contract is entered into by and between the State of Indiana, acting by and through the Indiana Department of Transportation, (hereinafter referred to as "INDOT"), and the ALLEN COUNTY, a local public agency in the State of Indiana (hereinafter referred to as the "LPA"), and collectively referred to as the "PARTIES" is executed pursuant to the terms and conditions set forth herein and shall be effective as of the date of approval by the Office of the Indiana Attorney General. In consideration of those mutual undertakings and covenants, the PARTIES agree as follows:

NOTICE TO PARTIES

Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following address, unless otherwise specifically advised.

- A. Notice to INDOT, regarding contract provisions shall be sent to:

Office of LPA and Grant Administration
Attention: Director of LPA and Grant Administration
100 North Senate Avenue, Room N758-LPA
Indianapolis, Indiana 46204

With a copy to:

Chief Legal Counsel and Deputy Commissioner
Indiana Department of Transportation
100 North Senate Avenue, Room N758-Legal
Indianapolis, Indiana 46204

- B. Notices to INDOT regarding project management shall be sent to respective District Office:

INDOT Fort Wayne District
5333 Hatfield Road
Fort Wayne, Indiana 46808

- C. Notices to the LPA shall be sent to:

Allen County
200 East Berry Street, Suite 280
Citizens Square
Fort Wayne, Indiana 46802

provide a submittal, untimely provides the submittal, or the submittal is not approvable, the schedule, cost, and federal funds for the Project may be jeopardized.

- 2.5. The LPA shall complete all right-of-way acquisition, utility coordination and acquire the necessary permit(s) and submit documentation of such to INDOT. The utility coordination shall be in accordance with 105 IAC 13.
- 2.6. If the LPA fails to meet any of the requirements of Sections 2.1, 2.2, 2.4, or 2.5 above, INDOT will not let the construction Project. If INDOT, and FHWA where necessary, approve LPA's submittals, INDOT shall schedule the Project for letting at the next reasonable date.
- 2.7. The cost of the invoice of the construction, utility, and/or railroad work shall be paid by the LPA no later than thirty (30) calendar days from the date of letting.
- 2.8. The LPA shall make timely payments of costs to INDOT to avoid delays and increased costs to the Project. If the LPA fails to make timely payments of the full amount invoiced by INDOT, within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this Contract, including the contracts listed in II.A.1 of **Attachment A**, which is attached hereto and incorporated herein by reference, and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.
- 2.9. The LPA shall be responsible for all costs associated with additional provisions and/or expenses in excess of the federal funds allocated to the Project. The LPA, in conjunction with FHWA (if applicable) and INDOT shall review and approve all change orders submitted by the field Project Engineer/Supervisor, and such approvals shall not be unreasonably withheld.
- 2.10. The LPA shall provide competent and adequate engineering, testing, and inspection service to ensure the performance of the work is in accordance with the construction contract, plans and specifications and any special provisions or approved change orders. If, in INDOT's opinion, the services enumerated in this Section are deemed to be incompetent, inadequate or are otherwise insufficient, or if a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the services or replace the engineers or inspectors providing these services at the sole expense of the LPA.
 - 2.10.1. If project inspection will be provided by full-time LPA employees, the personnel must be employees of the LPA. Temporary employment or retainage-based payments are not permissible. INDOT must pre-approve, in writing, the LPA's personnel. Only costs incurred after INDOT's written notice to proceed to the LPA shall be eligible for federal-aid participation. All claims for federal aid shall be submitted to the District office, referenced on Page 1 of the Contract for payment.
 - 2.10.2. If project inspection will be provided by the LPA's consultant, INDOT must approve, in writing, the consultant personnel prior to their assignment to the Project. The LPA shall execute a contract with a consultant setting forth the scope of work and fees. The LPA shall submit this contract to INDOT prior to INDOT's Ready for Contracts date for the Project. Only costs incurred after INDOT's written notice to proceed to the LPA and the LPA's written notice to proceed to the consultant shall be eligible for federal aid participation. All claims for federal aid shall be submitted to the District office, referenced on page 1 of this Contract for payment.
- 2.11. The LPA shall submit reports, including but not limited to quarterly reports, to INDOT regarding the Project's progress and the performance of work per INDOT standard reporting methods. If the required reports are not submitted, federal funds may be withheld.
- 2.12. The LPA hereby agrees that all utilities which cross or otherwise occupy the right-of-way of said Project shall be regulated on a continuing basis by the LPA in accordance with INDOT's

Utility Procedure and Accommodation Policy (See <http://www.in.gov/indot/2389.htm>). The LPA shall execute written use and occupancy contracts as defined in this Policy.

2.13. If FHWA or INDOT invokes sanctions per Section 6.6.2. of this Contract, or otherwise denies or withholds federal funds (hereinafter called a citation or cited funds) for any reason and for all or any part of the Project, the LPA agrees as follows:

2.13.1. In the event of a correctable noncompliance, the LPA shall make the corrections to the satisfaction of FHWA and INDOT in a reasonable amount of time. In the event the LPA fails to make the required corrections, Sections 2.14.2 and 2.14.3 (as applicable) shall apply.

2.13.2. In the event a citation for noncompliance: (1) is unable to be corrected, (2) the LPA fails to make corrections, (3) the LPA makes corrections which are not acceptable to FHWA and INDOT, or (4) for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, Section 2.14.2 shall apply, and adjustments shall be made as follows:

A. The LPA shall reimburse INDOT the total amount of all right-of-way costs that are subject to FHWA citation which have been paid by INDOT to the LPA.

B. If no right-of-way costs have been paid by INDOT to the LPA or on the LPA's behalf, INDOT shall not pay any claim or billing for right-of-way that is subject to the FHWA citation.

C. The LPA is not entitled to bill INDOT or to be reimbursed for any of its right-of-way liabilities or costs that are subject to any FHWA citation in force.

2.13.3. If FHWA issues a citation denying or withholding all or any part of construction costs due to LPA's noncompliance with right-of-way requirements, and construction work has commenced, the following shall apply:

A. INDOT may elect to terminate, suspend, or continue construction work in accordance with the provisions of the construction contract.

B. INDOT may elect to pay its obligations under the provisions of the construction contract.

C. If the noncompliance can be corrected, the LPA shall make the corrections in a reasonable amount of time to the satisfaction of FHWA and INDOT.

D. In the event a citation for noncompliance: (1) is unable to be corrected, (2) the LPA fails to make corrections, (3) the LPA makes corrections which are not acceptable to FHWA and INDOT, or (4) for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, and construction work has been terminated or suspended, the LPA shall reimburse INDOT the full amount the LPA paid for said construction work, less the amount of federal funds allowed by FHWA.

2.13.4. The LPA shall reimburse INDOT the total cost of the Project, not eligible for federal participation.

2.13.5. If for any reason INDOT is required to repay to FHWA the sum(s) of federal funds paid to the LPA or any other entity through INDOT under the terms of this Contract, then the LPA shall repay to INDOT such sum(s) within forty-five (45) days after receipt of an invoice from INDOT. Payment for any and all costs incurred by the LPA which are not eligible for federal funding shall be the sole obligation of the LPA.

III. INDOT RESPONSIBILITIES.

- 3.1. INDOT shall have full authority and access to inspect and review all plans, specifications, and special provisions for the Project, regardless of when those plans, specifications, special provisions, or other such Project documents were created.
- 3.2. After the LPA has submitted and INDOT has accepted all pre-letting documents, INDOT will prepare the Engineer's Estimate for construction of the Project.
- 3.3. If the LPA owes INDOT money which is more than sixty (60) days past due, INDOT will not open the construction bids for the Project.
- 3.4. Not later than sixty (60) calendar days after receipt by INDOT of a certified copy of a resolution from the LPA's fiscal body authorizing the LPA to make payment to INDOT according to the terms of **Attachment A**, and fulfillment of all other pre-letting obligations of this Contract, INDOT shall, in accordance with applicable laws and rules, including I.C. 8-23-9, I.C. 8-23-10, and 105 I.A.C. 11, conduct a scheduled letting.
- 3.5. Subject to the LPA's written approval, INDOT shall award the construction contract for the Project according to applicable laws and rules.
- 3.6. Not later than seven (7) calendar days after INDOT awards the construction contract described above, INDOT shall invoice the LPA for the LPA's share of the construction cost.
- 3.7. If INDOT has received the LPA's share of the Project construction cost and if the lowest qualified bidder has not otherwise been disqualified, INDOT shall issue notice to proceed for the Project to the contractor within fourteen (14) calendar days of its receipt of the LPA's share of the construction cost.
- 3.8. INDOT shall have the right and opportunity to inspect any construction under this Contract to determine whether the construction is in conformance with the plans and specifications for the Project.
- 3.9. In the event the engineering, testing, and inspection services provided by the LPA, in the opinion of INDOT, are deemed to be incompetent or inadequate or are otherwise insufficient or a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the engineering, testing, and inspection force or to replace engineers or inspectors employed in such work at the expense of the LPA. INDOT's engineers shall control the work the same as on other federal aid construction contracts.
- 3.10. After the final Project audit is approved by INDOT, the LPA shall, within forty-five (45) days after receipt of INDOT's invoice, make final payment to INDOT pursuant to **Attachment A** or INDOT shall, within forty-five (45) days after approval of the audit, refund any Project overpayment to the LPA.

IV. PROJECT FUNDS.

- 4.1. INDOT will not share in the cost of the Project. INDOT will disburse funds from time to time; however, INDOT will be reimbursed by the Federal Highway Administration (FHWA) or the LPA. Payment will be made for the services performed under this Contract in accordance with **Attachment A** (Project Funds).

V. TERM AND SCHEDULE.

- 5.1. **Term.** This Grant Agreement commences on the date approved by the State Budget Agency, and shall remain in effect for five (5) fiscal years expiring **June 30, 2030.** Unless otherwise provided herein, it may be extended upon the written agreement of the parties and in conformance with Ind. Code § 5-22-17-4.

VI. GENERAL PROVISIONS

- 6.1. **Access to Records.** The LPA shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by INDOT and/or the Federal Highway Administration ("FHWA") or its authorized representative, and copies thereof shall be furnished free of charge, if requested by INDOT, and/or FHWA. The LPA agrees that, upon request by any agency participating in federally-assisted programs with whom the LPA has contracted or seeks to contract, the LPA may release or make available to the agency any working papers from an audit performed by INDOT and/or FHWA of the LPA in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.
- 6.2. **Assignment of Antitrust Claims.** As part of the consideration for the award of this Contract, the LPA assigns to the State all right, title and interest in and to any claims the LPA now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.
- 6.3. **Audits.** The LPA 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 State. The State considers the LPA to be a "sub-recipient" for purposes of this Contract. However, if required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), following the expiration of this Contract the LPA shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The LPA is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Contract.

For audits conducted pursuant to Indiana Code 5-11-1, and audited by the Indiana State Board of Accounts on the time schedule set forth by the Indiana State Board of Accounts, the LPA shall provide to the Indiana State Board of Accounts, all requested documentation necessary to audit the Local Public Agency in its entirety.

If the audit is conducted by an independent public or certified public account and not the Indiana State Board of Accounts, the LPA shall submit the completed audit to the Indiana State Board of Accounts within 10 (ten) days of the completion of the audit.

The audit shall be an audit of the actual entity, or distinct portion thereof that is the LPA, and not of a parent, member, or subsidiary corporation of the LPA, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State.

6.4. **Authority to Bind LPA.** The signatory for the LPA represents that he/she has been duly authorized to execute this Contract on behalf of the LPA, and has obtained all necessary or applicable approvals to make this Contract fully binding upon the LPA when his/her signature is affixed and accepted by the State.

6.5. **Certification for Federal-Aid Contracts Lobbying Activities.** The LPA certifies, by signing and submitting this Contract, to the best of its knowledge and belief that the LPA has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the LPA, 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 agreement, 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 agreement, grant, loan, or cooperative agreement.

B. 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 agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, (Disclosure Form to Report Lobbying), in accordance with its instructions.

C. The LPA 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.

6.6. **Compliance with Laws.**

6.6.1. The LPA 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 there under, after execution of this Contract shall be reviewed by INDOT and the LPA to determine whether the provisions of this Contract require formal modification.

6.6.2. The LPA acknowledges that federal requirements provide for the possible loss of federal funding to one degree or another when the requirements of Public Law 91-646 and other applicable federal and state laws, rules and regulations are not complied with.

6.6.3. The LPA acknowledges paragraph 7 of the Federal Highway Program Manual, Volume 7, Chapter 1, Section 3, entitled "Withholding Federal Participation" which is herewith quoted in part as follows: "Where correctable noncompliance with provisions of law or FHWA requirements exist, federal funds may be withheld until compliance is obtained. Where compliance is not correctable, the FHWA may deny participation in parcel or project costs in part or in total."

6.6.4. The LPA and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, *et seq.*, IC §4-2-7, *et seq.* and the regulations promulgated thereunder. **If the LPA 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 LPA shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this Contract. If the LPA is not familiar with these ethical requirements, the LPA 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 LPA or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the LPA. In addition, the LPA may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

6.6.5. The LPA warrants that the LPA and its contractors 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 under this Contract. 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 State.

6.6.6. As required by IC §5-22-3-7:

- (1) The LPA and any principals of the LPA certify that:
 - (A) the LPA, 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 LPA 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 LPA and any officials of the LPA certify that an affiliate or official of the LPA and any agent acting on behalf of the LPA or on behalf of an affiliate or official of the LPA 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.

6.7. Debarment and Suspension.

1. The LPA certifies by entering into this Contract that neither it nor its principals nor any of its contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the LPA.
2. The LPA certifies that it will verify the state and federal suspension and debarment status for all contractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred contractor. The LPA shall immediately notify INDOT if any contractor becomes debarred or suspended, and shall, at INDOT's request, take all steps required by INDOT to terminate its contractual relationship with the contractor for work to be performed under this Contract.

- 6.8. Disadvantaged Business Enterprise Program.** Notice is hereby given to the LPA or an LPA Contractor 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, may result in termination of this Contract or such remedy as INDOT deems appropriate.

The referenced section requires the following policy and disadvantaged business enterprise ("DBE") assurance to be included in all subsequent contracts between the LPA and any contractors, vendors or suppliers:

The LPA shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The LPA shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the LPA 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.

As part of the LPA's equal opportunity affirmative action program, it is required that the LPA shall take positive affirmative actions and put forth good faith efforts to solicit proposals or bids from and to utilize disadvantaged business enterprise contractors, vendors or suppliers.

6.9. Disputes.

- 6.9.1.** Should any disputes arise with respect to this Contract, the LPA and INDOT agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- 6.9.2.** The LPA agrees that, the existence of a dispute notwithstanding, it shall continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the LPA fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by INDOT or the LPA as a result of such failure to proceed shall be borne by the LPA.
- 6.9.3.** If a party to the contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon written notice, the PARTIES have ten (10) working days, unless the PARTIES mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within ten (10) working days, a dissatisfied party will submit the dispute in writing according to the following procedure:
- 6.9.4.** The PARTIES agree to resolve such matters through submission of this dispute to the Commissioner of INDOT. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the LPA within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the PARTIES concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If a party is not satisfied with the Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.
- 6.9.5.** INDOT may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by INDOT to the LPA of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for LPA to terminate this Contract, and the LPA may bring suit to collect these amounts without following the disputes procedure contained herein.

6.10. Drug-Free Workplace Certification. As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the LPA hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The LPA will give written notice to the State within ten (10) days after receiving actual notice that the LPA, or an employee of the LPA 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 State 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 LPA 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 LPA'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 LPA'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 (1) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the LPA 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 State in writing within ten (10) days after receiving notice from an employee under subdivision (3)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (3)(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.

6.11. 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 LPA swears or affirms under the penalties of perjury that the LPA has not knowingly employed, and will not knowingly employ, unauthorized alien. The LPA further affirms that:

- A. The LPA 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 LPA is not required to participate should the E-Verify program cease to exist. Additionally, the LPA is not required to participate if the LPA is self-employed and does not employ any employees.
- B. The LPA has not knowingly employed or contracted with, and shall not knowingly employ or contract with, an unauthorized alien. The LPA has not retained, and shall not retain, an

employee, and has not contracted and shall not contract with a person, that the LPA subsequently learned or learns is an unauthorized alien.

- C. The LPA shall require his/her/its subcontractors who perform work under this Contract to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor and to provide any and all such certifications to the State promptly upon request.

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

- 6.12. **Force Majeure.** In the event that any 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 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.
- 6.13. **Funding Cancellation Clause.** As required by Financial Management Circular 3.3 and IC 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of the performance of this Contract, this Contract shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.
- 6.14. **Governing Laws.** This Contract shall be governed, construed and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.
- 6.15. **Indemnification.** The LPA agrees to indemnify, defend, exculpate, and hold harmless the State of Indiana, and INDOT and/or its/their officials, agents, representatives, attorneys and employees, individually and/or jointly, from any and all claims, demands, actions, liability and/or liens that may be asserted by the LPA and/or by any other person, firm, corporation, insurer, government or other legal entity, for any claim for damages arising out of any and all loss, damage, injuries, and/or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or off the right-of-way, arising out of or resulting from the performance of the contract or from the installation, existence, use, maintenance, condition, repairs, alteration and/or removal of any equipment or material, whether due in whole or in part to the acts and/or omissions and/or negligent acts and/or omissions:
 - A. of the State of Indiana, INDOT, and/or its/their officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
 - B. of the LPA, and/or its officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
 - C. of any and all persons, firms, corporations, insurers, government or other legal entity engaged in the performance of the contract; and/or

- D. the joint negligence of any of them, including any claim arising out of the Worker's Compensation law or any other law, ordinance, order, or decree.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in connection herewith in the event that the LPA shall default under the provisions of this section.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in successfully asserting a claim against the LPA for indemnity pursuant to this contract.

6.16. Merger & 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 Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary PARTIES.

6.17. Non-Discrimination. Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act:

6.17.1. The LPA covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant 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, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). The LPA 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 subparagraph may be regarded as a material breach of this Contract, including for purposes of IC 5-11-5.5-2, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the LPA or any subcontractor.

6.17.2. LPA 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 Contractor's workforce. The Parties agree that a breach of this subparagraph is a material breach of this Contract, including for purposes of IC 5-11-5.5-2, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Grantee or any subcontractor.

6.17.3 INDOT is a recipient of federal funds, and therefore, 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).

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

1. Compliance with Regulations: The LPA 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 LPA, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, 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 LPA 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 LPA for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the LPA of the LPA'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 LPA 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 FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a LPA is in the exclusive possession of another who fails or refuses furnish this information, the LPA shall so certify to INDOT or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the LPA's noncompliance with the nondiscrimination provisions of this Contract, INDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: (a) withholding payments to the LPA under the Contract until the LPA complies, and/or (b) cancellation, termination or suspension of the Contract, in whole or in part.
6. Incorporation of Provisions: The LPA shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The LPA 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 LPA becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the LPA may request INDOT to enter into such litigation to protect the interests of INDOT, and, in addition, the LPA may request the United States of America to enter into such litigation to protect the interests of the United States of America.

6.18. Payment. All payments (if any) shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the LPA in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC §4-13-2-20.

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

Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

6.20. Pollution Control Requirements. If this Contract is for \$100,000 or more, the LPA:

A. Stipulates 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;

B. Agrees to comply with all of the requirements of the Clean Air Act (including section 114) and the Federal Water Pollution Control Act (including section 308) and all regulations and guidelines issued there under; and

C. Stipulates, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the FHWA of the receipt of any advice 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 List of Violating Facilities.

6.21. Prohibited Telecommunications and Video Surveillance Equipment and Services.

In accordance with federal regulations (including 2 CFR 200.216 and 2 CFR 200.471), the Contractor is prohibited from purchasing, procuring, obtaining, using, or installing any telecommunication or video surveillance equipment, services, or systems produced by:

A. Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), OR

B. Hytera Communication Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities),

for any purpose to fulfill its obligations under this Contract. The Contractor shall be responsible to ensure that any subcontractor is bound by and complies with the terms of this provision. Breach of this provision shall be considered a material breach of this Contract.

6.22. Severability. The invalidity of any section, subsection, clause or provision of the Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of the Contract.

6.23. Status of Claims. The LPA shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the LPA resulting from services performed under this Contract. The LPA shall send notice of claims related to work under this Contract to:

Chief Counsel
Indiana Department of Transportation
100 North Senate Avenue, Room N758
Indianapolis, Indiana 46204-2249

6.24. General. This Contract represents the entire understanding between the PARTIES relating to the subject matter and supersedes any and all prior oral and/or written communications, understandings or agreements relating to the subject matter. Any amendment or modification to this Contract must be in writing and be signed by duly authorized representatives of the PARTIES (and by all necessary approving State agencies or parties). Neither this Contract nor any portions of it may be assigned, licensed or otherwise transferred by the LPA without the prior written consent of INDOT. This Contract will be binding upon the PARTIES and their permitted successors or assigns. Failure of either Party to enforce any provision of this Contract will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. All captions, section headings, paragraph titles and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive, definitive or to affect the interpretation of this Contract. The Recitals and "Notice to PARTIES" on page 1 of the Contract are hereby made an integral part and specifically incorporated into this Contract.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the LPA, or that the undersigned is the properly authorized representative, agent, member or officer of the LPA. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the LPA, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof.

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.

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

<https://secure.in.gov/apps/idoa/contractsearch/>

In Witness Whereof, the LPA and the State have, through their duly authorized representatives, entered into this Contract. The PARTIES, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

Allen County

Indiana Department of Transportation

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Electronically Approved by:
Department of Administration

Electronically Approved by:
State Budget Agency

By: (for) Brandon Clifton, Commissioner

By: (for) Chad Ranney, Director

*Form approval has been granted by the Office of the Attorney General pursuant to IC 4-13-2-14.3(e) on December 19, 2025.
FA 25-106*

ATTACHMENT A
PROJECT FUNDS

I. Project Costs.

- A. This contract is just for the phase(s) and amount(s) noted below and the funding cannot be moved from one phase to another:

Phase	Amount
Preliminary Engineering	\$
Right-of-Way	\$
Railroad	\$
Utilities	\$
Construction	\$1,205,100.00
Construction Inspection	\$180,765.00

- B. The maximum amount of federal funds allocated to this project is **\$1,385,865.00**.
- C. The LPA understands and agrees that it is INDOT's policy to only allow non-discretionary changes to a Project scope after bidding. Changes to the Project scope after bidding that are by the choice of the LPA and are not required to complete the Project will not be eligible for federal-aid funds and must be funded 100% locally.
- D. The LPA understands and agrees that the federal-aid funds allocated to the Project are intended to accomplish the original scope of the Project as designed. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the Local Program.
- E. The remainder of the Project cost shall be borne by the LPA. For the avoidance of doubt, INDOT shall not pay for any costs relating to the Project unless the PARTIES have agreed in a document (which specifically references section I.B. of **Attachment A** of this Contract) signed by an authorized representative of INDOT, the Indiana Department of Administration, State Budget Agency, and the Attorney General of Indiana.
- F. Every project must have a project end date based upon the reasonable timeframe for the project phase to be completed. If a project end date lapses, the project is no longer eligible for federal reimbursement in accordance with 2 CFR 200. See <https://www.in.gov/indot/2833.htm>.
- G. Costs will be eligible for FHWA participation provided that the costs:
- (1) Are for work performed for activities eligible under the section of title 23, U.S.C., applicable to the class of funds used for the activities;
 - (2) Are verifiable from INDOT's or the LPA's records;

- (3) Are necessary and reasonable for proper and efficient accomplishment of project objectives and meet the other criteria for allowable costs in the applicable cost principles cited in 49 CFR 18.22;
- (4) Are included in the approved budget, or amendment thereto; and
- (5) Were not incurred prior to FHWA authorization.

II. Billings.

A. Billing:

1. When INDOT awards and enters into a contract (i.e., construction, utility, and/or railroad) on behalf of the LPA, INDOT will invoice the LPA for its share of the costs. The LPA shall pay the invoice within thirty (30) calendar days from date of INDOT's billing.
2. The LPA understands time is of the essence regarding the Project timeline and costs and delays in payment may cause substantial time delays and/or increased costs for the Project.
3. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this Contract, including the contracts listed in II.A.1 of **Attachment A** and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.
4. Federal funds on projects which have not been billed for a twelve (12) month period are considered inactive and must be removed from the project in accordance with 2 CFR 200. To receive federal funding within the twelve (12) month period, INDOT must receive a billing within nine (9) months. See <https://www.in.gov/indot/2833.htm>.

III. Repayment Provisions.

If for any reason, INDOT is required to repay to FHWA the sum or sums of federal funds paid to the LPA or on behalf of the LPA under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums within thirty (30) days after receipt of a billing from INDOT. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT may proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account until the amount due has been repaid.

SUPPLEMENT 1
ARCOLA: ROAD & DRAINAGE IMPROVEMENTS
PHASE 1 OF 2 PHASE PROJECT

THIS **SUPPLEMENT** is made and entered into this ____ day of _____, 2025, by and between, the Board of Commissioners of the County of Allen, Indiana hereinafter referred to as the "LOCAL PUBLIC AGENCY", and

DLZ Indiana, LLC
825 South Barr Street
Fort Wayne, Indiana

IN TESTIMONY WHEREOF, the parties hereto have executed this **Supplement 1 modifying agreement for the Arcola: Road and Drainage Improvements** executed on April 14, 2023.

CONSULTANT
DLZ Indiana, LLC



Miguel A. Trevino, P.E., R.B.
Vice President



Casey M. Erwin, P.E.
Division Manager
Date: 2-03-2026

LOCAL PUBLIC AGENCY
The Board of Commissioners of
the County of Allen, Indiana

Richard E. Beck, Jr.

Therese M. Brown

Ronald Turpin

Attest:

By: _____
Chris Cloud, Allen County Deputy Auditor

EXHIBIT 1
SUPPLEMENT 1: Summary of Modifications

Appendix A - SERVICES BY CONSULTANT (revised as noted)

Task 3 – Design Phase

3.9 **Design services** during construction including design items along **Center Street** retaining wall, and developing slope stabilization, walk and drive options.

Task 5 - Construction Phase.

5.8 **Additional Scope items:**

- **Additional Site visits, RFI's, property owner meetings, exhibits, revisions and questions during construction** beyond scope listed in sections 5.1 through 5.8.
- Also, includes additional **Design Services During Construction** including **Center Street overflow, storm sewer revisions, utility coordination and road revisions.**

Task 8 – Wetland Delineation and Permitting (Removed from Scope of Services)

Appendix D – Compensation (revised as follows)

With this Supplement 1, the total fee received as payment for the work performed under this Agreement shall be **increased by \$ 19,598.50** to a not to exceed of **\$ 324,498.50** Services shall be compensated according to the following methods of payment:

Task	Description	Fee (\$)		Revisions (Supplement 1)	
1	Schedule & Meetings	\$ 9,400.00	LS		
2	Preliminary Design (50%)	\$ 114,500.00	LS		
3	Final Design	\$ 87,000.00	LS	(+9,000.00)	\$ 96,000.00
4	Bidding Phase	\$ 4,300.00	N.T.E		
5	Construction Admin	\$ 12,700.00	N.T.E	(+34,698.00)	\$ 47,398.00
Base Service Sub-Total:		\$ 227,900.00			\$ 271,598.00
6	Geotechnical (Allowance)	\$ 15,000.00		(-4,099.50)	\$ 10,900.50
7	Easement & Property	\$ 50,000.00		(-8,000.00)	\$ 42,000.00
8	Wetland Allowance	\$ 12,000.00		(-12,000.00)	\$ 00,000.00
Base Services Total:		\$ 304,900.00		(+ 19,598.50)	\$ 324,498.50

CONTRACT #0000000000000000000078326

AMENDMENT #1 TO THE
INDIANA DEPARTMENT OF TRANSPORTATION
LOCAL PUBLIC AGENCY PROJECT COORDINATION CONTRACT

Des No.: 1902826

DUNS #: STGANEV36QN8

CFDA #: 20.205

This Amendment, is made by and between the State of Indiana, acting by and through the Indiana Department of Transportation (hereinafter referred to as "INDOT"), and ALLEN COUNTY (hereinafter referred to as the "LPA"), and jointly referred to as the "Parties," is executed pursuant to the terms and conditions set forth herein and shall be effective as of the date of approval by the Office of the Indiana Attorney General. In consideration of those mutual undertakings and covenants, the Parties agree as follows:

RECITALS

WHEREAS, the Parties entered into a Local Public Agency Coordination Contract under SCM # 0000000000000000000078326 on November 21, 2023, for Des No. 1902826 for a bridge replacement for Bridge #277 on Monroeville Rd over Hoffman Drain in Allen County (the "Contract"); and

WHEREAS, additional federal aid funding is needed in order to complete the project and additional federal aid funds have been allocated to the project; and

WHEREAS, additional time is needed in order to complete the project and the term has been extended to allow for completion of the project; and

WHEREAS, the Parties agree the Contract should be amended to reflect the new federal aid funds allocated to the project increased to the amount of \$1,176,800.00; and

WHEREAS, the Parties wish to substitute Attachment A-1, which includes the additional funding for all phases of the project, for Attachment A; and

WHEREAS, the State of Indiana has updated its Employment Eligibility Verification requirements and Nondiscrimination terms; and

WHEREAS, the Parties agree that the Contract should be amended to reflect the new Employment Eligibility Verification and Nondiscrimination language; and

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the LPA and INDOT agree as follows:

1. **Attachment A of the Contract is deleted in its entirety and is hereby substituted with Attachment A-1.**
2. Section V. of the Contract is amended in its entirety to read as follows:

V. TERM AND SCHEDULE.

- 5.1 If the LPA has the plans, special provisions, and cost estimate (list of pay items, quantities, and unit prices) for the Project ready such that federal funds can be obligated (INDOT obligates the funds about 7 weeks before the date bids are opened for the construction contract), between **July 1, 2025 and June 30, 2027**, INDOT will make the federal funds shown in section I.B. of **Attachment A-1** available for the Project, provided the Project is eligible, and provided the federal funds shown in section I.B. of **Attachment A-1** are available.
 - 5.2 In the event that federal funds for the Project are not obligated during the time listed in section 5.1, but the LPA has the plans, special provisions, and cost estimate for the Project ready such that federal funds can be obligated between **July 1, 2027 and June 30, 2031** INDOT will schedule the contract for letting, provided the Project is eligible, and provided the federal funds shown in section I.B. of **Attachment A-1** are available.
 - 5.3 In the event that federal funds for the Project are not obligated during the period listed in section 5.1. or section 5.2, the federal funds allocated to the Project may be obligated in the fiscal year chosen by INDOT or the federal funds allocated to the Project will lapse.
 - 5.4 If the Program shown on **Attachment A-1** is Group I or Group II, Sections 5.1, 5.2 and 5.3 do not apply, but will be obligated according to the fiscal year programmed in the most current MPO TIP, provided the MPO funding is within their fiscal year allocation or within the agreed upon use of the MPO's prior year balances.
3. Section 6.11. and 6.17. of the Contract are amended in its entirety to read as follows:

VI. GENERAL PROVISIONS

- 6.11. **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 LPA swears or affirms under the penalties of perjury that the LPA has not knowingly employed, and will not knowingly employ, an unauthorized alien. The LPA further affirms that:
- A. The LPA 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 LPA is not required to participate should the E-Verify program cease to exist. Additionally, the LPA is not required to participate if the LPA is self-employed and does not employ any employees.
 - B. The LPA has not knowingly employed or contracted with, and shall not knowingly employ or contract with, an unauthorized alien. The LPA has not retained, and shall not retain, an employee, and has not contracted and shall not contract with a person, that the LPA subsequently learned or learns is an unauthorized alien.
 - C. The LPA has required and shall require his/her/its subcontractors, who perform work under this Contract, to certify to the LPA that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The LPA agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor and to provide any and all such certifications to the State promptly upon request.

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

6.17. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act:

- 6.17.1** The LPA 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, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). The LPA 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
- 6.17.2** The LPA 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 LPA'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 State and any applicant or employee of the LPA or any subcontractor.
- 6.17.3** 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).

- 6.17.4** During the performance of this Contract, the LPA, for itself, its assignees, and successors in interest (hereinafter referred to as the "LPA") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:
1. **Compliance with Regulations:** The LPA 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 LPA, 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 LPA 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 LPA for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the LPA of the LPA'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 LPA 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 LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA 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 LPA'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 LPA under the Contract until the LPA complies, and/or (b) cancellation, termination or suspension of the Contract, in whole or in part.
6. Incorporation of Provisions: The LPA shall include the provisions of paragraphs I. through 5. In every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The LPA 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 LPA becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the LPA may request INDOT to enter into such litigation to protect the interests of INDOT, and, in addition, the LPA may request the United States of America to enter into such litigation to protect the interests of the United States of America.

4. All other matters previously agreed to and set forth in the original Contract and not affected by this Amendment shall remain in full force and effect.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the LPA, or that the undersigned is the properly authorized representative, agent, member or officer of the LPA. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the LPA, directly or indirectly, has entered into or offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. 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 LPA attests to compliance with the disclosure requirements in IC § 4-2-6-10.5

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: <https://secure.in.gov/apps/idoa/contractsearch/>.

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

Allen County

Indiana Department of Transportation

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

	Electronically Approved by: Department of Administration By: _____ (for) Brandon Clifton, Commissioner
Electronically Approved by: State Budget Agency By: _____ (for) Chad Ranney, State Budget Director	Electronically Approved as to Form and Legality: Office of the Attorney General By: _____ (for) Theodore E. Rokita, Attorney General

ATTACHMENT A-1
PROJECT FUNDS

I. Project Costs.

A. This contract is just for the one (1) phase checked below:

Preliminary Engineering or
 Right-of-Way or
 Construction

- B. The maximum amount of federal funds allocated to this project is **\$1,176,800.00**.
- C. The LPA understands and agrees that it is INDOT's policy to only allow non-discretionary changes to a Project scope after bidding. Changes to the Project scope after bidding that are by the choice of the LPA and are not required to complete the Project will not be eligible for federal-aid funds and must be funded 100% locally.
- D. The LPA understands and agrees that the federal-aid funds allocated to the Project are intended to accomplish the original scope of the Project as designed. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the Local Program.
- E. The remainder of the Project cost shall be borne by the LPA. For the avoidance of doubt, INDOT shall not pay for any costs relating to the Project unless the PARTIES have agreed in a document (which specifically references section I.B. of **Attachment A-1** of this Contract) signed by an authorized representative of INDOT, the Indiana Department of Administration, State Budget Agency, and the Attorney General of Indiana.
- F. Every project must have a project end date based upon the reasonable timeframe for the project phase to be completed. If a project end date lapses, the project is no longer eligible for federal reimbursement in accordance with 2 CFR 200. See <https://www.in.gov/indot/2833.htm>.
- G. Costs will be eligible for FHWA participation provided that the costs:
1. Are for work performed for activities eligible under the section of title 23, U.S.C., applicable to the class of funds used for the activities;
 2. Are verifiable from INDOT's or the LPA's records;
 3. Are necessary and reasonable for proper and efficient accomplishment of project objectives and meet the other criteria for allowable costs in the applicable cost principles cited in 49 CFR 18.22;
 4. Are included in the approved budget, or amendment thereto; and
 5. Were not incurred prior to FHWA authorization.

II. Billings.

A. Billing:

1. When INDOT awards and enters into a contract (i.e., construction, utility, and/or railroad) on behalf of the LPA, INDOT will invoice the LPA for its share of the costs. The LPA shall pay the invoice within thirty (30) calendar days from date of INDOT's billing.
2. The LPA understands time is of the essence regarding the Project timeline and costs and delays in payment may cause substantial time delays and/or increased costs for the Project.
3. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this Contract, including the contracts listed in II.A.1 of **Attachment A-1** and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.
4. Federal funds on projects which have not been billed for a twelve (12) month period are considered inactive and must be removed from the project in accordance with 2 CFR 200. To receive federal funding within the twelve (12) month period, INDOT must receive a billing within nine (9) months. See <https://www.in.gov/indot/2833.htm>.

III. Repayment Provisions.

If for any reason, INDOT is required to repay to FHWA the sum or sums of federal funds paid to the LPA or on behalf of the LPA under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums within thirty (30) days after receipt of a billing from INDOT. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT may proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account until the amount due has been repaid.

A G R E E M E N T

THIS AGREEMENT is made and entered into this _____ of _____, 2026, by and between, the Board of Commissioners of the County of Allen, Indiana hereinafter referred to as the "LOCAL PUBLIC AGENCY", and

Apex Consulting & Surveying, Inc. – 1313 Broadway, Fort Wayne, IN 46802

hereinafter referred to as the "CONSULTANT."

W I T N E S S E T H

WHEREAS, the LOCAL PUBLIC AGENCY desires to contract for engineering services required to prepare contract documents, an opinion of probable cost, and construction inspection services ("Services") for the project hereinafter described, and,

WHEREAS, THE CONSULTANT has expressed a willingness to prepare said contract documents and opinion of probable cost and provide construction inspection services as desired by the LOCAL PUBLIC AGENCY and to furnish the engineering services in connection therewith;

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

Antwerp Road Drainage Improvements

The project is located along Antwerp Road approximately 700 ft. west of the Trammel Rd. and Antwerp Rd. intersection on the west side of Harlan. The Allen County Highway Department (ACHD) desires to make improvements to a section of Antwerp Road (approximately 500 LFT) to alleviate drainage problems. The project will increase the size of an existing driveway culvert pipe, regrade the roadside ditch, and install a new 30" outfall pipe to the Oberholtzer Drain.

The scope of services for this project includes topographic surveying, design/engineering, plan production, and project management.

The preliminary construction cost estimate for this project is \$150,000.00.

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

Section I: Services By CONSULTANT

The CONSULTANT will provide the Services and deliverables described in Appendix "A", which is attached hereto, and made an integral part hereof.

Section II: Information and Services to be Furnished by LOCAL PUBLIC AGENCY

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

Section III: Notice to Proceed and Schedule

The CONSULTANT shall begin the work to be performed under this Agreement immediately upon receipt of the written notice to proceed from the LOCAL PUBLIC AGENCY, and shall deliver the work to the LOCAL PUBLIC AGENCY in accordance with the Schedule contained in Appendix "C", attached to this Agreement, and made an integral part hereof. The CONSULTANT shall not begin work prior to the date of the notice to proceed, unless otherwise directed by the LOCAL PUBLIC AGENCY.

Section IV: Compensation

The CONSULTANT shall receive payment for the work performed under this Agreement as set forth in Appendix "D", attached to this Agreement, and made an integral part hereof.

Applications for reimbursement expenses and hourly billing charges shall be made by presenting a detailed invoice showing the individual providing the services, the date of the services, the time claimed and a brief description of the services performed.

To the extent there is any difference between this section and Appendix "D", this section shall control.

Section V: General Provisions

1. Work Office

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

1313 Broadway, Fort Wayne, IN 46802

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

2. Employment/Employment Eligibility Verification

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

Both parties hereto, in the performance of this Agreement, 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.

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

- A. Enroll in and verify the work eligibility status of newly hired employees through the E-Verify programs (but is not required to do this if the E-Verify program no longer exists); and
- B. Certify that the CONSULTANT does not knowingly employ unauthorized aliens.

3. Covenant Against Contingent Fees

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the LOCAL PUBLIC AGENCY shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

4. Subletting and Assignment of Contract

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

A subcontractor shall not subcontract any portion of its work under this Agreement.

5. Ownership of Documents

All documents, records, programs, data, film, tape, articles, memoranda, including tracings, drawings, reports, estimates, specifications, field notes, investigation, studies, etc., and other materials not developed or licensed by CONSULTANT prior to execution of this Agreement, but specifically developed under this Agreement shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to the LOCAL PUBLIC AGENCY and all such materials ("Work Product") will be the property of the LOCAL PUBLIC AGENCY. The CONSULTANT may maintain copies of all documents and may use and copy such documents for CONSULTANT's use only. During the performance of the services, herein provided for, the CONSULTANT shall be responsible for any loss or damage to the documents, herein enumerated, while they are in its possession and any such loss or damage shall be restored at its expense. Full access to the work during the progress of the work shall be available to the LOCAL PUBLIC AGENCY. The CONSULTANT shall not be liable for the use of its "Work Product" developed under this Agreement on other projects without the express written consent of the CONSULTANT.

6. Confidentiality of LOCAL PUBLIC AGENCY Information.

The CONSULTANT understands and agrees that data, materials, and information disclosed to the CONSULTANT may contain confidential and protected information. Therefore, the CONSULTANT covenants that data, material, and information gathered, based upon or disclosed to CONSULTANT for purposes of this Agreement, will not be disclosed to others or discussed with third parties without the LOCAL PUBLIC AGENCY'S prior written consent.

7. Access to Records

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

8. Compliance with State and Other Laws

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

9. Standard of Performance

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

10. Status of Claim

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

11. Responsibility of the CONSULTANT/Liability for Damages

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished by the CONSULTANT under this contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services if the errors or deficiencies resulted, independently of all other causes, from negligence of the CONSULTANT. The CONSULTANT shall not be responsible for errors, omissions or deficiencies in the designs, drawings, specifications, reports or other services of the LOCAL PUBLIC AGENCY or other consultants, including, without limitation, surveyors and geotechnical engineers, who have been retained by LOCAL PUBLIC AGENCY, 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 Agreement, to exercise its professional responsibilities to the LOCAL PUBLIC AGENCY, or to notify the LOCAL PUBLIC AGENCY of any errors or deficiencies which the CONSULTANT knew or should have known existed. The CONSULTANT shall have no liability for errors or deficiencies in its designs, drawings, specifications and other services that were caused, or contributed to, by errors or deficiencies (unless such errors, omissions or deficiencies were known or should have been known by the CONSULTANT) in the designs, drawings, specifications and other services furnished by the LOCAL PUBLIC AGENCY, or other consultants retained by the LOCAL PUBLIC AGENCY.
- B. Neither the LOCAL PUBLIC AGENCY'S review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the CONSULTANT shall be and remain liable to the LOCAL PUBLIC AGENCY in accordance with applicable law for all damages to the LOCAL PUBLIC AGENCY caused by the CONSULTANT'S negligent performance of any of the services furnished under this contract.

- C. The CONSULTANT shall have no responsibility for supervising, directing or controlling the work of contractors or other consultants retained by the LOCAL PUBLIC AGENCY, nor shall the CONSULTANT have authority over, or responsibility for, the means, methods, techniques, sequences or procedures of construction (except those required by the contract plans, specifications, special provisions, etc. prepared by the CONSULTANT) selected by contractors. The CONSULTANT shall have no responsibility for the safety of persons on or off the job site, and whether or not engaged in the work, for safety precautions and programs incident to the work of contractors, or for any failure of contractors or others to exercise care for the safety of any person, including employees of contractors, or to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractors' performance of the work.
- D. The CONSULTANT shall have an affirmative duty to advise the LOCAL PUBLIC AGENCY of any known errors, omissions, or deficiencies in the designs, drawings, specifications, reports, or other services of the LOCAL PUBLIC AGENCY or consultants retained by the LOCAL PUBLIC AGENCY.
- E. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the LOCAL PUBLIC AGENCY as a result of any negligent act, error, or omission of the CONSULTANT, and for the LOCAL PUBLIC AGENCY'S losses or costs to repair or remedy construction. Acceptance of Services by the LOCAL PUBLIC AGENCY shall not relieve the CONSULTANT of responsibility for subsequent correction.

12. Insurance

The CONSULTANT shall be required to procure and maintain in full force and effect, insurance as described below from the date of first authorization to proceed until the LOCAL PUBLIC AGENCY'S acceptance of the work product. The CONSULTANT shall list the LOCAL PUBLIC AGENCY as an insured 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. During the life of this Agreement, the CONSULTANT shall furnish the LOCAL PUBLIC AGENCY with certificates showing that the required insurance coverage is maintained.

The LOCAL PUBLIC AGENCY, its officers and employees assume no responsibility for the adequacy of limits and coverage, and the obligations of indemnification in Section 20 herein shall survive exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.

The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LOCAL PUBLIC AGENCY prior to the commencement of this Agreement. Any deductible or self-

change of the scope of the work until a supplemental agreement is executed and the CONSULTANT is authorized in writing by the LOCAL PUBLIC AGENCY to proceed with the work.

15. Delays and Extensions

Delays or hindrances, that are not a result of CONSULTANT error, shall be compensated for by an extension of time for such periods as may be determined by mutual agreement of CONSULTANT and LOCAL PUBLIC AGENCY. Additional costs incurred due to the delay shall also be determined by mutual agreement of CONSULTANT and LOCAL PUBLIC AGENCY.

16. Abandonment and Termination

The LOCAL PUBLIC AGENCY reserves the right to terminate or suspend this Agreement upon written notice.

- A. If the LOCAL PUBLIC AGENCY shall abandon the services herein mentioned, the CONSULTANT shall deliver to the LOCAL PUBLIC AGENCY all data, reports, drawings, specifications and estimates completed or partially completed and these shall become the property of the LOCAL PUBLIC AGENCY. The earned value of the work performed shall be based upon an estimate of the portions of the total services as have been rendered by the CONSULTANT to the date of the abandonment.
- B. If the CONSULTANT shall abandon or fail to timely perform its duties hereunder, including the preparation and completion of plans and specifications within the several times hereinbefore specified, or within such further extension or extensions of time as agreed upon, the LOCAL PUBLIC AGENCY may give written notice, that if the CONSULTANT shall not within twenty (20) calendar days from the date of such notice, have complied with the requirements of this Agreement, then the Agreement is deemed terminated. Upon the mailing or delivery of such notice or personal delivery thereof to the CONSULTANT, and the failure of the CONSULTANT within said described twenty (20) day period to fully comply with each and all requirements of this Agreement, this Agreement shall terminate. When written notice is referred to herein, it shall be deemed given when deposited in the mail addressed to the CONSULTANT at its last known address.
- C. In case the LOCAL PUBLIC AGENCY shall act under the last preceding paragraph, then 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 Agreement, shall be delivered within twenty (20) days to the LOCAL PUBLIC AGENCY.

17. Non-Discrimination

Pursuant to I.C. 22-9-1-10, I.C. 5-16-6-1, the Civil Rights Act of 1964, and the Americans with Disabilities Act, the CONSULTANT and its subcontractors, if any, shall not discriminate

against any employee or applicant for employment, to be employed in the performance of work under this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, ancestry, age, or status as a veteran. Breach of this covenant may be regarded as a material breach of the Agreement.

18. Successors and Assignees

The LOCAL PUBLIC AGENCY, insofar as authorized by law, binds itself and its successors to all of the terms and conditions of this Agreement. The CONSULTANT binds its successors, , administrators and assignees to all of the terms and conditions of this Agreement. The CONSULTANT shall not, however, assign or subcontract the whole or any part of this Agreement without the LOCAL PULIC AGENCY’s prior written consent.

19. Supplements

The CONSULTANT shall not commence any additional work or change the scope of the work until authorized in writing by the LOCAL PUBLIC AGENCY. 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 Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

20. Indemnity

The CONSULTANT agrees to indemnify the LOCAL PUBLIC AGENCY, and its agents, officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney’s fees, and all other expenses caused by any negligent act, error, or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUBCONSULTANTS, if any, under this Agreement. The LOCAL PUBLIC AGENCY may elect to participate in the defense of any suit, claim, or demand by employing attorneys at its own expense, without waiving CONSULTANT’S obligations to indemnify or hold harmless.

21. LOCAL PUBLIC AGENCY Rights

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

22. Employer Certification

In accordance with I.C. § 22-5-1.7, Consultant understands and agrees to enroll and verify work eligibility status of all newly hired employees of the Contractor through E-Verify program or any other system of legal residence verification as approved by the United States Department

of Homeland Security or the department of homeland security. Consultant further understands that they are not required to verify work eligibility of status of newly hired employees of the Consultant through the E-Verify program if the E-Verify program no longer exists. Consultant certifies that they do not knowingly employ any unauthorized aliens.

23. Preferred Venue

Should any litigation arise out of any matter covered by this Agreement, said litigation shall be brought in either the State or Federal courts located in Allen County, Indiana.

24. Controlling Instruments

The foregoing notwithstanding, to the extent that this document or its Appendixes contradicts any state statute, including, but not limited to, I.C. 36-1-12, I.C. 5-16-6.5 or 5-16-13 or any rules or regulations issued thereunder, said statutes, rules and regulations shall be deemed to control.

25. Form Affirmation Clause

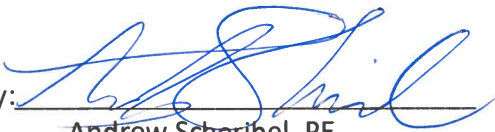
The Undersigned swears or affirms under the penalties of perjury that the undersigned has not altered, modified or changed the clauses 1-25 of the Commissioners form contract in any way except for the following clauses which are named below:

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

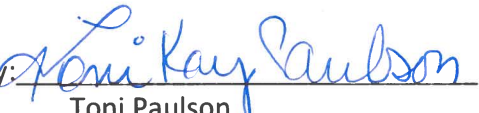
IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement.

CONSULTANT

Apex Consulting & Surveying, Inc.

By: 
Andrew Scheribel, PE
Vice-President

Attest:

By: 
Toni Paulson
Office Administrator

LOCAL PUBLIC AGENCY

The Board of Commissioners of
the County of Allen, Indiana

By: _____
Richard E. Beck, Jr., President

By: _____
Ronald W. Turpin, Vice President

By: _____
Therese M. Brown, Secretary

Attest:

By: _____
Chris Cloud, Allen County Deputy Auditor

APPENDIX "A"

SERVICES BY CONSULTANT

The CONSULTANT shall provide the following services and phases to complete the project development. An opinion of probable cost will be prepared at each design phase prior to bidding. Each section is itemized according to specific design elements.

- Topographic Survey of project area.
- Design and Engineering Services
- Plan Production
- Project Management

APPENDIX "B"

Information and Services to be furnished by LOCAL PUBLIC AGENCY

The LOCAL PUBLIC AGENCY shall furnish the CONSULTANT with the following:

1. ACHD will provide all relevant GIS data for the project area.
2. ACHD will give Apex prompt notice whenever it observes or otherwise becomes aware of any development that affects the scope or timing of Apex's performance.
3. ACHD will examine and provide comments and/or decisions with respect to any Apex deliverables within 14 days of submissions.
4. Any of ACHD's other consultant(s) / contractor(s) will cooperate and coordinate with Apex in a timely and efficient manner.

APPENDIX "C"

Schedule

All work by the CONSULTANT under this Agreement, except for construction phase services, shall be completed and delivered to the LOCAL PUBLIC AGENCY in accordance with the following schedule, unless otherwise agreed by both parties, and assuming reasonable transfer of information by all parties to accomplish the same goal:

Topographic Survey:	3 – 4 weeks (from NTP)
50% Design Submittal:	3 – 4 weeks
90% Design Submittal:	3 – 4 weeks
Final Design	2 – 3 weeks

APPENDIX "D"

Compensation

The CONSULTANT will perform the services described in this agreement for the fees described in this appendix. The total fee received as payment for the work performed under this Agreement shall not to exceed **\$17,750.00**, unless a modification of the Agreement is approved. Services shall be compensated according to the following methods of payment:

<p>Allen County Highway Department Topographic Survey and Engineering Services Fee Proposal Project: Drainage Improvements Along Antwerp Road - Harlan, IN</p>	
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NTE FEE COMPUTATION WORKSHEET	PRINCIPAL SURVEYOR/ENGINEER	SURVEYOR/ENGINEER	SENIOR TECHNICIAN	TECHNICIAN	ADMINISTRATIVE	ONE PERSON SURVEY CREW	TWO PERSON SURVEY CREW		
	Labor Rates (Hrly)	\$239	\$157	\$116	\$80	\$77	\$116	\$190	
Task Description								Total Hours	Total Fee
1 Topographic Survey	1	2	2	12	1	14	8	40	\$ 4,966
Office - Kick-Off Meeting with City	1	1							\$ 396
Office - Planning and Preparation					1				\$ 77
Control Setup (Horizontal and Vertical)							4		\$ 760
Locate Property Corners							4		\$ 464
Field Collection of Data (Survey Area)							8		\$ 928
Legal Drain Cross Sections (2 Total)							2		\$ 380
Structure Details				1			2		\$ 460
Utility Coordination and Field Locates						2			\$ 232
Office - Generating Topo Survey Drawing for Design			2	10					\$ 1,032
Final Q&C of Topographic Survey		1		1					\$ 237
2 50% Design Submittal	1	10	4	36	0	0	0	51	\$ 5,153
Review Meeting/Coordination with County	1	2							\$ 553
GIS Files / Base Drawings / Project Drawing Set-up		2		8					\$ 954
Preliminary Alignment & Storm Sewer/Ditch Profile		2	2	8					\$ 1,186
Preliminary Plan & Profile Sheets (1)		2	2	12					\$ 1,506
Title Sheet (1)				1					\$ 80
General Notes & Sheet Layout (1)				1					\$ 80
QC/QA & Submit 50% Plans		2		6					\$ 794
3 90% Design Submittal	1	8	4	28	0	0	0	41	\$ 4,199
Review Meeting/Coordination with County	1	2							\$ 553
Markups/Revisions of 50% Drawings		1	2	16					\$ 1,669
Erosion Control Sheet (1)		1		2					\$ 317
Detail Sheets (1)			2	4					\$ 552
Preliminary QTO		2		2					\$ 474
QC/QA & Submit 90% Plans		2		4					\$ 634
4 Final Design Submittal	1	6	3	16	0	0	0	26	\$ 2,809
Review Meeting/Coordination with County	1	2							\$ 553
Markups/Revisions of 90% Drawings		2	2	10					\$ 1,346
Final QTO		1		2					\$ 317
QC/QA & Submit 100% Plans		1	1	4					\$ 593
5 Additional Survey for Potholing (if needed)				2		4			\$ 624
Totals	4	26	13	92	1	14	8	158	\$ 17,750

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

The LOCAL PUBLIC AGENCY, for and in consideration of the rendering of the engineering services provided for in Appendix "A", agrees to pay to the CONSULTANT for rendering such services the fees established above within 60 days of receipt of invoice.

FEE SCHEDULE

APEX Consulting and Surveying, Inc Employee/Service Billing Rate

PRINCIPAL ENGINEER / SURVEYOR Nana Opoku, PS Andrew Scheribel, PE	\$239.00
ENGINEER / SURVEYOR Parker Zurbuch, PS	\$157.00
SENIOR TECHNICIAN Joshua Schaffer Mo Idris Esmaeel Esmaeel	\$116.00
TECHNICIAN Robert Hummer Troy Arnett Bashir Badraldeen Pavan Pagidi Nelva Ndong Aries Lombard Nathan Odonkor	\$80.00
ADMINISTRATIVE ASSISTANT Toni Paulson Conner Lipp	\$77.00
ONE-PERSON FIELD SURVEY	\$116.00
TWO-PERSON FIELD SURVEY	\$190.00
MOBILIZATION/DEMOBILIZATION	\$117.00/per hour

Attach - E-Verify Declaration

Attach - Non-Collusion Affidavit

Allen County Jail Chaplaincy – Substance Abuse Treatment Program

Submitted to: Allen County Commissioners
Submitted by: Allen County Jail Chaplaincy
Website: <https://www.thechaplaincy.net/>
Email: William.curry@co.allen.in.us
Phone: 260-449-7215
Address: 417 S Calhoun St, Fort Wayne, IN 46802

Executive Summary

The Allen County Jail Chaplaincy respectfully requests \$65,000 in annual opioid settlement funding to support the substance abuse treatment program provided inside the Allen County Jail. This request focuses solely on substance abuse education, treatment support, and evidence-based recovery programming. With approximately 700 incarcerated individuals served daily—many battling opioid or polysubstance addiction—funding will allow the Chaplaincy to sustain and expand its structured recovery curriculum and support individuals pursuing sobriety.

Statement of Need

The opioid crisis continues to devastate families across Indiana, significantly contributing to incarceration rates in Allen County. A majority of individuals entering the jail report substance use disorders or opioid dependence. Without structured intervention during incarceration, individuals frequently relapse upon release—leading to renewed crime, overdoses, and recidivism.

The Chaplaincy's substance abuse program is one of the few consistent recovery-focused services available inside the facility. Funding is required to sustain and expand treatment access for those who need it most.

Program Description

The Chaplaincy provides a structured, evidence-based substance abuse program including:

- Daily substance abuse classes using Courage to Change interactive journaling
- Facilitated group discussion and peer-supported recovery sessions
- Individual sobriety planning and coping strategy development
- Substance abuse prevention education
- Trauma-informed spiritual and emotional support

This funding request focuses solely on the treatment program itself—not reentry, housing, or broader services.

Goals & Objectives

Goal 1: Enhance recovery readiness.

- Enroll 80–120 individuals annually in structured substance abuse education.

Goal 2: Improve coping skills and relapse prevention.

- Provide evidence-based journals and guided curriculum to all participants.

Goal 3: Improve emotional and behavioral stability during incarceration.

- Provide trauma-informed education and consistent group support.

Evaluation Plan

Success will be measured through:

- Class attendance and program completion rates
- Participant journaling progress and curriculum checkpoints
- Pre/post assessments of coping skills, awareness, and recovery readiness
- Feedback from participants and facilitators

Budget – Total Request: \$65,000

1. Personnel – \$45,000

- Substance Abuse Program Facilitator (Part-time) – \$40,000
- Assistant Facilitator / Support Staff (Part-time) – \$5,000

2. Program Materials – \$15,000

- Courage to Change journals
- Workbooks & printed curriculum
- Bibles (for participants who request faith-based materials)

3. Training & Professional Development – \$3,000

4. Administrative/Indirect – \$2,000

Budget Justification

Personnel: The facilitator and assistant facilitator are essential to delivering daily treatment sessions. Reducing staffing costs while maintaining program integrity ensures maximum service delivery within the reduced budget.

Program Materials: Courage to Change journals and recovery curriculum materials are required for each cohort. These are the core educational tools used for accountability and transformation.

Training: Ensures program staff continue to practice evidence-based and trauma-informed approaches.

Indirect Costs: Minimal administrative expenses required for basic operational needs related directly to the treatment program.

Organizational Capacity

The Allen County Jail Chaplaincy, established in 1997, provides daily spiritual care, counseling, and recovery-focused guidance to incarcerated individuals. Under the leadership of Dr. William A. Curry Jr., Senior Chaplain, the organization has decades of experience providing substance abuse education inside the jail.

Conclusion

With \$65,000 in opioid settlement funding, the Chaplaincy will be able to sustain and strengthen its substance abuse treatment program—helping incarcerated individuals develop the skills and mindset necessary for long-term sobriety. This investment will improve participant well-being, reduce relapse risk, and contribute to a safer Allen County.

Respectfully submitted,

Dr. William A. Curry Jr.
Senior Chaplain, Allen County Jail Chaplaincy

Grant Agreement

This is a Grant Agreement (“Agreement”), dated as of _____, 2026, by and between The Board of Commissioners of the County of Allen (hereinafter referred to as “Funder”) and Allen County Jail Chaplaincy, Inc., an Indiana Domestic Nonprofit Corporation, (hereinafter referred to as “Grantee”).

BACKGROUND

A. Grantee is a tax-exempt public charity under Section 501(c)(3) of the Internal Revenue Code (“IRC”). Grantee’s mission is to bring comfort, encouragement, and hope by ministering the redemptive love of God to jail inmates and, where appropriate, to jail staff. The goals of the Grantee are to challenge inmates to be reconciled with God and to prepare them to live productive lives.

B. Funder desires to support Grantee’s mission by making a grant (“Grant”) on the basis set out in this Agreement and in the grant plan (“Grant Plan”) attached as **Exhibit A**.

Grantee and Funder agree as follows:

1. CORE TERMS

1.1 Grant

Funder will make the Grant to Grantee in the amount and in accordance with the schedule set out in the Grant Plan.

1.2 Use of Grant

Grantee will use the Grant, and any income earned on the Grant funds, for the purpose set out in the Grant Plan and as outlined in their Program Description attached as **Exhibit B**.

1.3 Grant Period

The grant period (“Grant Period”) is set out in the Grant Plan.

2. COMMUNICATION; REPORTS; RECORDS

2.1 Contact Persons

Grantee and Funder will each appoint one individual to act as principal contact person for notices and other communications under this Agreement. The initial appointees are identified in the Grant Plan. Grantee and Funder may change their contact person at any time by written notice to the other party.

2.2 Reporting

Grantee will provide Funder with narrative and/or financial reports as set out in the Grant Plan.

2.3 Recordkeeping/Audit

Grantee will maintain its books and records in accordance with generally accepted accounting principles, practices and procedures, and in a manner that will provide Funder with sufficient detail to review Grantee’s receipts and expenditures relating to the Grant. Grantee will make such records available for review by Funder upon reasonable notice during the Grant Period and for four years after the termination or expiration of this Agreement. As a recipient of funds from an Indiana political subdivision, Grantee must allow for any audits required by the Indiana State Board of Accounts, and must file an Entity Annual Report (E-1) within sixty days of Grantee’s fiscal year end.

3. DONOR RECOGNITION; PUBLICITY

Grantee may announce and publicize the Grant in recognition of Funder's support. Grantee and Funder may each disclose the other party's name and the amount of the Grant, and use each other's logo, in internal and external communications, including, without limitation, on its website and in its outreach materials, and as may otherwise be required by law. Neither Grantee nor Funder will make any other public communications related to the Grant without the prior written consent of the other party. Grantee and Funder will comply with any trademark guidelines that the other party may provide.

4. GRANT ADMINISTRATION

4.1 Funds Management

Grantee will manage the Grant funds in accordance with applicable law, the provisions of this Agreement, and its established policies. Grantee may combine the Grant funds with its other assets for investment purposes.

4.2 Changed Circumstances

If the Grant is restricted to a particular program or purpose, Grantee will notify Funder if Grantee determines in good faith that, because of factual or other changes in circumstances, it is no longer possible for the Grant to serve its original purpose. In that case, and in cases where a portion of the Grant remains unspent or unallocated upon completion of the applicable purpose, Grantee may use the remaining Grant funds on an unrestricted basis in line with its mission.

5. COMPLIANCE

5.1 Tax Status

Grantee represents and warrants that it is a tax-exempt public charity under Section 501(c)(3) of the IRC. Grantee will promptly notify Funder of any changes in such status. Grantee will comply with all IRC provisions applicable to Grantee as a tax-exempt organization.

5.2 Anti-Terrorism

Neither Grantee nor Funder will: (a) engage in illegal activities; or (b) provide resources or support to, receive resources or support from, or associate in any way with any individual or entity that engages in drug trafficking or activities of terrorism.

6. GENERAL PROVISIONS

6.1 Entire Agreement

This Agreement, together with the Grant Plan, expresses the final, complete, and exclusive agreement between Grantee and Funder, and supersedes any and all prior or contemporaneous written and oral agreements, communications, or course of dealing between Grantee and Funder relating to its subject matter. If there are any inconsistencies between the Grant Plan and this Agreement, this Agreement will control.

6.2 Amendment

This Agreement may be amended only as stated in writing and signed by both Grantee and Funder which recites that it is an amendment to this Agreement.

6.3 Assignment

Grantee shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement without prior written approval of the Funder.

6.4 Non-Discrimination

In connection with the performance of this Agreement, Grantee shall not discriminate against any employee, applicant for employment, or program participant because of race, religion, color, sex, age, handicap, or national origin.

6.5 Third Party Beneficiaries

This Agreement is for the exclusive benefit of Grantee and Funder, and not for the benefit of any third party, including, without limitation, any partner, employee, or volunteer of Grantee.

6.6 Governing Law

This Agreement will be governed by Indiana law.

6.7 Force Majeure

Grantee will not be required to perform or be held liable for failure to perform if nonperformance is caused by labor strikes, work stoppages, war, hostilities, a national emergency, acts of God, epidemics, quarantines, natural disasters, power failures, or any other causes beyond Grantee's control. Grantee will notify and consult with Funder regarding the event and how to minimize its impact, and in all cases will make commercially reasonable efforts to address the problem and carry out its obligations.

6.8 Indemnity

As a condition of receiving funds from Funder, Grantee agrees to fully indemnify and hold harmless Funder (The Board of Commissioners of the County of Allen), including its officers, agents and employees, from and against any and all claims, demands, payments, suits, actions, costs, recoveries and judgments of every kind and description brought out of or occurring in connection with, directly or indirectly, activities funded in part or in whole with funds made available under this Agreement.

6.9 Counterparts

This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument. Transmission by fax or PDF of executed counterparts constitutes effective delivery.

* * * * *

This Agreement was signed by Grantee and Funder as of the date stated in its first paragraph:

Funder

Grantee

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

By: _____

Name: _____

Title: _____

Attest:

By: _____

By: _____

Name: _____

Name: Chris Cloud

Title: _____

Title: Allen County Deputy Auditor

Exhibit A Grant Plan

Terms of Grant

Grant amount	USD \$65,000 per year for five years totaling \$325,000
Payment schedule	Funder will make annual \$65,000 grant payments out of Allen County's opioid settlement fund. The first year, payment will be made within 30 days of notification by the Allen County Sheriff that the substance abuse programing has been scheduled. Subsequent annual payments will be made in January of each year after receipt of annual grant report, confirmation from Allen County Sheriff that the program should continue, and expenditure of the previous year's funding.
Payment account	Bank name: Bank address: Account number: ABA number: ACH number:

Use of Grant

Grant purpose	Grantee will use the Grant to operate an evidence-based substance abuse program inside the Allen County Jail with the approval of the Allen County Sheriff. The program shall focus solely on substance use education, treatment support, and evidence-based recovery programming.
Grant period	February 13, 2026 to December 31, 2030

Reporting

Timing	Grantee will deliver a report to Funder in December 2026, 2027, 2028, 2029, and a final report in December 2030.
Content	The narrative report will describe Grantee's progress on achieving the purpose of the Grant. Each report will show how the Grant funds were spent compared to the annual budget presented in the Project Description, any metrics gathered for the Evaluation Plan, and progress made on each of the three stated goals in the grant request. Goal 1: Enhance recovery readiness, Goal 2: Improve coping skills and relapse prevention, and Goal 3: Improve emotional and behavioral stability during incarceration.

Other Terms

Other Terms	N/A
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Funder Contact Information

Funder address	200 East Berry Street, Suite 410 Fort Wayne, Indiana 46802
Funder contact person	Name: Chris Cloud Title: Chief of Staff E-mail: chris.cloud@allencounty.us Telephone: 260-449-4752

Grantee Contact Information

Grantee address	
Grantee contact person	Name: Title: E-mail: Telephone:

Exhibit B
Project Description



Board of Commissioners of the County of Allen

Citizens Square, Suite 410, Fort Wayne IN 46802

PH 260/449-7555

boardofcommissioners@allencounty.us

Richard E. Beck

Therese M. Brown

Ronald W. Turpin

Allen County Travel and Reimbursement Policy

February 20, 2026 – Revised

This contains policies and procedures for traveling and for claiming reimbursement for travel expenses incurred by any person who has traveled on business for Allen County, Indiana. The Board of Commissioners has approved the following rules for the allowance of claims; these rules will be strictly enforced by the Auditor's office.

All employees seeking reimbursement should incur the lowest possible travel expenses and should exercise care to avoid impropriety or the appearance of impropriety. Public funds should never be used for personal gain.

The Commissioners must give written approval for any travel that is out-of-state. This must be completed before any expenses (i.e. registration, airfare, etc.) are incurred or an employee begins their out-of-state travel. If reimbursement for travel is being sought, a Travel Request Form must be submitted and approved prior to travel.

I. MEALS

A. Reimbursements

In order to receive a reimbursement for meals, the time and location of travel will be required to be submitted to the Auditor's Office. A copy of the meeting's agenda must also be included. If this is not available, a brief explanation is required stating: 1) Travel Dates, 2) Reason for Travel, 3) Location & 4) Exact time of departure from and return to Allen County.

Itemized receipts shall be submitted to the Auditor's Office in order to receive meal reimbursement. It is the responsibility of the employee's supervisor to determine if a meal reimbursement is appropriate, prior to submission to the Auditor's Office. Employees will be reimbursed for actual expenses, not to exceed the maximum meal reimbursements outlined below.

ONE DAY OF TRAVEL

Maximum Meal Reimbursement

*Breakfast (\$14.00)

*Lunch (\$17.00)

*Dinner (\$29.00)

TWENTY-FOUR HOUR PERIOD DURING EXTENDED TRAVEL

Maximum Meal Reimbursement

*Total meal allowance (\$60.00)

RETURN DAY OF TRAVEL

Maximum Meal Reimbursement

*Breakfast (\$14.00)

*Breakfast (\$14.00) and lunch (\$17.00)

*Breakfast (\$14.00), lunch (\$17.00) and dinner (\$29.00)

The Board of Commissioners will determine if excessive travel time has been used based on the proximity of the out-of-town travel to Fort Wayne/Allen County.

Meals inside Allen County will be reimbursable when combined with a business meeting called for the purpose of solely conducting county business. Proof of attendance will be required either by a paid receipt or copy of meeting agenda. Maximum allowable will be as previously stated.

All meal reimbursements must be submitted within thirty (30) calendar days of trip completion.

Allen County will not provide reimbursement for alcohol purchases.

B. Use of Allen County Purchase Card for Meals

Meals that qualify for reimbursement under the Allen County Travel Policy may be paid for using an Allen County Purchase Card, as long as all rules in the **Allen County Purchase Card Policy** are followed.

If the cost of a meal exceeds the allowable reimbursement amount, **the employee is responsible for paying the difference** out of pocket.

Sales tax must be excluded from all meal purchases made with a purchase card.

If multiple employees use the same purchase card to pay for meals:

- **Receipts must clearly show which meal belongs to which employee.**
- **Departments are responsible for providing detailed records** to ensure clear, accurate auditing of shared meal expenses.

C. State Called Meetings

All state-called meetings will go by the guidelines set up by the state.

II. Lodging

A person in travel status may claim lodging expenses not to exceed the single room occupancy charge including taxes.

A hotel bill must contain the following:

- 1) Name of payee and address of lodging.
- 2) Number of persons in room.
- 3) Daily charges for room.
- 4) Date of stay
- 5) Indication that payment was made.

Lodging reimbursement will be made for trips 60 miles or more outside Allen County unless an emergency occurs. If this occurs, the department head must submit an explanation as to the unusual circumstances.

Whenever possible, employees should stay in hotels that offer government rates. Employees who utilize luxury accommodation should not claim full reimbursement. No reimbursement will be allowed for staying in private homes, but an exception may be made for private home rented for lodging via a reputable website provided it is noted on a Travel Request Form that has been approved by an employee's supervisor and the Board of Commissioners.

If extra lodging is required to save money on travel arrangements a brief explanation will be required and the savings must be documented and approved in advance.

All lodging claims must be submitted within thirty (30) calendar days of trip completion.

III. Travel by Air

A. Airfare

The passenger coupon of the airline ticket:

- 1) Is required for either direct payment or reimbursement.
- 2) Must indicate name of passenger.
- 3) Must indicate routes and dates of travel.

B. Taxi Fare

Receipt must indicate starting point and destination (i.e. airport to hotel). No taxi fare will be reimbursed within Allen County.

IV. Travel by Car

A. **Order of Preference**

It is preferred that county employees utilize a county-owned vehicle for travel. If a departmental or pool car is not available, and the trip is over 75 miles, it is preferred that county employees utilize a rental car before driving their personal vehicle if the cost of a rental car is less than mileage reimbursement. See the Allen County Car Rental Policy and Procedures.

Any method of travel considered must be the most cost-efficient choice.

B. **Personal Vehicle Mileage Reimbursement**

Mileage will be reimbursed at the current IRS mileage reimbursement rate. Actual odometer readings must be turned in if travel is within Allen County. Travel between towns and cities will be paid according to the mileage allowance chart. See attached Appendix A.

Mileage will not be reimbursed for county-owned vehicles.

All tolls will be reimbursed whether driving a personal or county-owned vehicle with proper receipts.

C. **Parking**

WITHIN ALLEN COUNTY

Parking will be reimbursed within Allen County at the discretion of each individual department. Parking receipts must be submitted to the Auditor with a brief explanation as to why the charge is justified.

OUTSIDE ALLEN COUNTY

Parking will be reimbursed with the proper receipts in addition to the mileage rate. Parking receipts will require a written explanation to justify the expense.

D. **Refueling a County-owned Vehicle**

When traveling for county business, you may need to refuel a county owned vehicle. Each vehicle is equipped with:

- A **fuel key (fob)** for use at the **North or South Highway Barns**, and
- A **Lassus Bros. fuel card** that can be used at any Lassus location in northeast Indiana.

If you're unable to refuel at these designated locations, you may purchase fuel elsewhere. Be sure to **save your receipt**, as **reimbursement will only be issued with proper documentation**.

**APPENDIX A
MILEAGE ALLOWANCE ONE WAY**

ALBION	32
ALEXANDRIA	69
ANDERSON	81
ANGOLA	40
ARCOLA	10
ASHLEY	31
ATTICA	139
AUBURN	26
AVILLA	21
ATLANTA, GA	595
BALTIMORE, MD	579
BATTLECREEK, MI	98
BAY CITY, MI	480
BEDFORD	181
BERNE	34
BICKNELL	214
BLOOMINGTON	169
BLUFFTON	26
BOCA RATON, FL	1,196
BRAZIL	168
BROOKVILLE	132
BROWN COUNTY	156
BUTLER	31
BURNS CITY	196
CALUMET CITY, IL	150
CEDARVILLE	12
CHARLESTON, SC	840
CHARLESTON, WV	340
CHICAGO, IL	171
CHURUBUSCO	16
CINCINNATI, OH	161
CLAREMONT	133
CLARKSVILLE	216
CLEVELAND, OH	225
COESSE	14
COLUMBIA CITY	22
COLUMBUS, IN	160
COLUMBUS, OH	155
CORUNA	29
CRAWFORDSVILLE	141
CROMWELL	39
CROWN POINT	130
CULVER	85

DAYTON, OH	132
DEERFIELD	183
DEATUR	21
DELHI, OH	92
DETROIT, MI	181
DUNES STATE PARK	124
DUNKIRK	58
EATON	68
EDGERTON	20
ELKHART	68
ELWOOD	70
EVANSVILLE	290
FINDLAY	90
FLORA	100
FORTVILLE	120
FRANKFORT	105
FRANKLIN	144
FRENCH LICK	221
FREMONT	47
GARRETT	18
GARY	133
GAS CITY	53
GOSHEN	51
GRABILL	18
GREENCASTLE	142
GREENSBURG	129
HAMILTON	33
HAMLET	81
HAMMOND	146
HARLAN	14
HARTFORD CITY	55
HOAGLAND	18
HOPE	150
HUNTERTOWN	12
HUNTINGTON	26
INDIANAPOLIS	123
JASONVILLE	201
JONESBORO	50
KALAMAZOO, MI	124
KENDALLVILLE	27

KENTLAND	133
KIMMEL	36
KINGSTON	105
KINSBURY	96
KNOX	85
KOKOMO	83
LAFAYETTE	112
LAGRANGE	47
LANSING, MI	140
LAOTTO	20
LAPORTE	107
LARWELL	28
LEBANON	117
LEESBURG	52
LEO	15
LEXINGTON, KY	270
LIBERTY MILLS	42
LOGANSPORT	76
LIGONIER	34
LITTLE ROCK, AK	678
LOUISVILLE, KY	237
MADISON	104
MANSFIELD, OH	153
MARION	50
MARKLE	22
MARSHALL	169
MARTINSVILLE	150
MCCORMICK'S CREEK ST. PARK	176
MERRIAM	24
MERRILLVILLE	124
MICHIGAN CITY	118
MIDDLEBURY	53
MILWAUKEE, WI	247
MISHAWAKA	78
MITCHELL	107
MONGO	43
MONROE	28
MONROEVILLE	18
MONTICELLO	98
MONTPELIER	41
MUNCIE	67
NAPPANEE	52
NASHVILLE, IN	177
NEW ALBANY	216
NEW CASTLE	84
NEW HAVEN	7

NOBLESVILLE	102
NORTH MANCHESTER	40
NORTH VERNON	160
OSSIAN	14
PAOLI	210
PERU	59
PIERCETON	35
PITTSBURGH, PA	302
PLAINFIELD	150
PLEASANT LAKE	31
PLYMOUTH	80
POE	10
POKAGON STATE PARK	47
PORTLAND	49
RED KEY	53
RENO, NV	2,047
RENSSELAER	119
RICHMOND	126
ROCHESTER	61
ROANN	49
ROANOKE	23
ROACHVILLE	155
ROCKVILLE	171
ROME CITY	31
RUSHVILLE	107
SAN FRANCISCO, CA	2,273
ST. JOE	32
SCHAMBURG, IL	202
SCOTTSBURG	199
SEYMOUR	169
SHADES	165
SHELBYVILLE	125
SHIPSHEWANA	50
SHIRLEY	104
SOUTH BEND	79
SPENCER	167
SPENCERVILLE	20
SILVER LAKE	42
SOUTH MILFORD	32
SOUTH WHITLEY	28
STROH	45
SWAN	23
SYLVAN LAKE	37
SYRACUSE	54

TERRE HAUTE	185
TIPPECANOE	65
TIPTON	93
TOBINSPOUT	274
TOLEDO, OH	104
TRI LAKE	21
TURKEY RUN	165
UNION CITY	78
UNIONDALE	28
VALPARAISO	109
VAN BUREN	41
VFERSAILLES	153
VINCENNES	230
WABASH	45
WALLEN	8
WALSAM, MA	826
WANATAH	102
WARREN	33
WARRINGTON	95
WARSAW	45
WASHINGTON, DC	568
WAWASEE	53
WAYNE DALE	6
WEBSTER LAKE	39
WEST BADEN	218
WESTVILLE	105
WHEELING, WV	266
WILLIAMSBURG, VA	780
WINCHESTER	67
WINONA LAKE	42
WOLCOTTVILLE	34
WOLF LAKE	29
WOODBURN	16
WORTHINGTON	187
WYANDOTTE CAVE	238
YODER	10
ZANESVILLE	14
ZULU	16