

# PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) dated this \_\_\_\_ day of \_\_\_\_\_, 2025, is made by and between the **City of Franklin**, acting by and through its Board of Public Works and Safety (“OWNER”) and **CrossRoad Engineers, PC**, (“CONSULTANT”) an Indiana corporation organized under the laws of the State of Indiana.

## RECITALS

WHEREAS, OWNER wishes to hire CONSULTANT to provide certain professional services with respect to **Signalization of intersection of Commerce Drive and Meijer Entrance**. (“Project”); and

WHEREAS, CONSULTANT has extensive experience, knowledge and expertise relating to these services and has expressed a willingness to furnish the services in connection therewith, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises, the mutual covenants and undertakings herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### **Section I – Services by CONSULTANT**

The services to be performed by CONSULTANT are described in EXHIBIT 1, which is attached hereto, and made a part hereof, and are referred to herein as the “Services”.

### **Section II – Information and Services to be furnished by OWNER**

The information and services to be furnished by OWNER are as set out in EXHIBIT 2, which is attached to this Agreement, and incorporated herein by reference.

### **Section III – Commencement of Services and Schedule**

CONSULTANT shall commence performance under this Agreement and shall provide the Services hereunder in accordance with the Schedule contained in EXHIBIT 3, which is attached to this Agreement, and incorporated herein by reference.

### **Section IV – Compensation**

For all Services rendered by CONSULTANT under this Agreement, in accordance with the terms of this Agreement, OWNER shall pay the CONSULTANT in accordance with the fees and charges established in EXHIBIT 4, which is attached to this Agreement, and incorporated herein by reference.

## **Section V – Term and Termination**

### **1. Term**

This Agreement shall commence upon execution by the parties and shall continue until completion of the Services and deliverables as set forth in EXHIBIT 1 or unless terminated as set forth below.

### **2. Termination**

OWNER reserves the right to terminate or suspend this Agreement upon five days advance written notice to CONSULTANT. Upon termination of this Agreement, CONSULTANT shall deliver all Work Product (as defined herein) to OWNER. The dollar amount for any earned but unpaid Services performed by CONSULTANT shall be based upon an estimate of the portions of the total Services completed by CONSULTANT through the effective date of termination, which estimated shall be as made by OWNER in the exercise of its honest and reasonable judgment for all Services to be paid for on a lump sum basis and shall be based upon an audit by OWNER of those Services to be paid for on a cost basis or a cost plus fixed fee basis as described in Section IV hereof.

## **Section VI – General Provisions**

### **1. Subcontracting**

It is recognized that CONSULTANT may engage subconsultants to perform a portion of the work under this Agreement. The engagement of subconsultants by CONSULTANT shall not relieve CONSULTANT of any responsibility for the fulfillment of this Agreement. No subconsultant shall subcontract any portion of its work under this Agreement.

### **2. Ownership of Documents**

All reproducible materials prepared by CONSULTANT or its subconsultants in connection with this Agreement, alone or in combination with others, on any and all media, in whole or in part, and all copies thereof, whether created before, during, or after the term of this Agreement (collectively, the “Work Product”) will be the property of the OWNER.

CONSULTANT shall be allowed to retain copies of all documents included in the Work Product, unless prohibited for reasons of security and as mutually agreed by both parties.

CONSULTANT agrees that written agreements with any and all subconsultants used by CONSULTANT to fulfill CONSULTANT’s obligations hereunder shall contain language substantially similar to that of this Subsection to assign OWNER all Work Product by such subconsultants, and to require cooperation with CONSULTANT on the same terms and conditions as set forth herein.

The provisions of this Subsection shall survive the expiration, suspension, abandonment, termination, or completion of this Agreement.

3. **Access to Records**

Full access to the work during the progress of the Services shall be available to the OWNER. CONSULTANT and its subconsultants shall maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred under this Agreement and shall make such materials available at its respective offices at all reasonable times during the period of this Agreement and for three (3) years from the date of final payment for Services is made by OWNER to CONSULTANT.
4. **Liability for Damages**

CONSULTANT assumes all risk of loss, damage or destruction to the Work Product, to all of its materials, tools, appliances and property of every description, and for injury to or deaths of its employees or agents arising out of or in connection with the performance of this Agreement, excluding that which occurs due to the acts or failure to act of any third party, and excluding that which is caused by the OWNER.
5. **General Liability Insurance**
  - a. Amounts of Coverage. CONSULTANT shall procure and maintain at its expense insurance of the kind and in the amounts set forth in EXHIBIT 5 by companies authorized to do such business in the State of Indiana covering all Services and related activities performed by CONSULTANT.
  - b. Evidence of Insurance. Before commencing its Services, CONSULTANT shall furnish to OWNER a certificate, or certificates, showing that it has complied with this Section VI.5.b, which certificate or certificates, shall also designate OWNER as an additional named insured. The policies shall not be changed or canceled unless thirty (30) days prior written notice has been given to OWNER.
6. **Worker's Compensation**

CONSULTANT shall be responsible for providing all necessary unemployment and Worker's Compensation Insurance for its employees. CONSULTANT shall provide the OWNER with a certificate of insurance indicating that it has complied with this requirement.
7. **Changes in Work**
  - a. Prior Approval. CONSULTANT shall not commence any additional services or change of scope until authorized by OWNER.
  - b. Additional Services. Additional services may include, but not be limited to:
    - i. Services associated with significant changes in the scope, extent, or character of the portions of the Project required by, but not limited to, changes in scope, complexity or schedule and revisions required by changes in applicable laws and regulations or due to any other causes beyond CONSULTANT's control.

- ii. Preparing to serve or serving as a consultant or witness for OWNER in any litigation or other dispute resolution process related to the Project that does not involve a claim against CONSULTANT or a claim that is based on an alleged act of negligence or breach of contract by CONSULTANT.
- iii. Subject to other provisions of this Agreement, additional or extended services during the Project made necessary by (1) emergencies or Acts of God endangering the Project site, (2) an occurrence of a hazardous environmental condition, (3) damages to OWNER's facilities caused by fire, flood or other cause, (4) acceleration or deceleration of the Schedule involving services beyond normal working hours, (5) significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages and (6) default or failure to perform by other consultants.

8. Non-Discrimination

CONSULTANT and its subconsultants, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of the Services 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, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement. For all federal aid projects, where applicable, the consultant shall comply with the provisions relative to non-discrimination in federally assisted programs as identified on the attached EXHIBIT 6, Appendix A. For purposes of interpretation of EXHIBIT 6, contractor shall be synonymous with consultant.

9. Safety

- a. Responsibility. CONSULTANT shall be directly responsible for the safety requirements and programs applicable to its own employees, its subconsultants and other parties with whom it has contracted to perform Services with respect to the Project.
- b. Compliance. CONSULTANT's safety program shall comply with applicable federal, state and local statutes, rules, regulations and ordinances. CONSULTANT shall report to OWNER, in writing, any injury or accident at the Project site involving its employees, its subconsultants or other parties for which it is responsible, within forty-eight (48) hours or a shorter period of time if required by law.
- c. Notification. CONSULTANT shall not be responsible for the safety requirements or programs applicable to any other person or entity involved with the Project other than CONSULTANT and its subconsultants.

10. Independent Contractor

OWNER and CONSULTANT are acting in an individual capacity in the performance of this Agreement and will not act as agents, employees, partners, joint venturers 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 purpose whatsoever. Neither party will assume any liability for any injury (including death) to any persons, nor damage to any property, arising out of the acts or omissions of the agents, employees, or subconsultants of the other party. CONSULTANT shall be responsible for providing all necessary unemployment and worker's compensation insurance for its employees.

11. Indemnification

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless the City of Franklin and its employees, officers and officials ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damages to property, demands, damages, action, cause of action, suits, losses, judgments, obligations and any liabilities, costs and expenses, including but not limited to investigative and repair costs, reasonable attorneys' fees and costs ("claims") to the extent caused by negligent performance of services provided under this Agreement by CONSULTANT or its agents. These indemnity obligations shall apply to any negligent acts or omissions, or willful misconduct of the CONSULTANT, its employees or agents, whether active or passive. The CONSULTANT'S indemnification obligations hereunder shall extend to claims occurring after this Agreement is concluded or terminated as well as while it is in force. OWNER shall not provide such indemnification to the CONSULTANT.

12. Notification

All written notices required by this Agreement shall be sent to the parties at the following addresses by certified mail, return receipt:

To OWNER;                    **City Engineer**  
                                      **70 East Monroe Street**  
                                      **Franklin, Indiana 46124**

To CONSULTANT:        **CrossRoad Engineers, PC**  
                                      **115 N. 17<sup>th</sup> Ave.**  
                                      **Beech Grove, Indiana 46107**

13. Authority to Bind Consultant

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

14. Successors and Assignees

This Agreement is binding upon and shall inure to the benefit of OWNER and CONSULTANT and their respective successors and permitted assigns. CONSULTANT shall not assign this Agreement without the written consent of OWNER.

15. Entire Agreement; Amendments

This Agreement and its Appendices, each of which is incorporated herein by reference and made a part of this Agreement, constitutes the entire Agreement of the parties with regard to the subject matter hereof and supersedes all prior discussions or agreements concerning any subject matter related hereto. This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without giving effect to principles respecting conflicts of laws. Subject to Section 19, any action pursuant to this Agreement shall be brought and tried in a court of competent jurisdiction in Johnson County, Indiana, and each party hereby irrevocably consents to the personal and subject matter jurisdiction of any such court and waives any objection to such jurisdiction and venue.

17. Non-Waiver

It is agreed and acknowledged that no action or failure to act by OWNER or CONSULTANT as to a breach, act or omission of the other shall constitute a waiver of any right or duty afforded either of them under this Agreement, as to any subsequent breach, act or omission of the other nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereof, except as may be specifically agreed in writing. No right conferred on either party under this Agreement shall be deemed waived and no breach of this Agreement excused unless such a waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

18. Invalid Provisions

If any part of this Agreement is later found to be contrary to, prohibited by, or invalid under applicable law, rules or regulations, that provision shall not apply and shall be omitted to the extent so contrary, prohibited or invalid, but the remainder of this Agreement shall not be invalidated and shall be given full force and effect insofar as possible.

19. Dispute Resolution

Any dispute arising out of this Agreement that cannot be resolved through informal discussions between the parties, shall be subject to this Section.

a. The parties agree that the existence of a dispute notwithstanding, the parties shall continue without delay to carry out all of their respective responsibilities under this Agreement.

b. Should any dispute arise with respect to this Agreement that cannot be resolved through informal discussions between the parties, a party shall serve written notice to the other party outlining the details of the dispute and demanding

mediation. No later than twenty (20) days from the date of the notice demanding mediation, the parties shall confer to discuss the selection of the mediator and agree upon other mediation procedures.

- c. Submission of a dispute under this Agreement to a mediation procedure shall be a condition precedent to filing litigation. No litigation shall be initiated by either party unless the mediation has been completed (unsuccessfully) or a party has failed to participate in a mediation procedure.

20. Employment Eligibility Verification

CONSULTANT affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien.

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

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

CONSULTANT shall require its subconsultants, who perform work under this Agreement, to certify to CONSULTANT that the subconsultant does not knowingly employ or contract with an unauthorized alien and that the subconsultant has enrolled and is participating in the E-Verify program. CONSULTANT agrees to maintain this certification throughout the duration of the term of an agreement with a subconsultant.

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

21. No Investment in Iran

As required by IC 5-22-16.5, CONSULTANT certifies that it 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 Agreement and denial of future agreements, as well as an imposition of a civil penalty.

22. Certification of Compliance with Applicable Law

In consideration of entering into this agreement, CONSULTANT agrees to the terms and conditions of the Certificate of Compliance with Applicable Law as set forth on EXHIBIT 6 and all attachments thereto and said terms and conditions are specifically incorporated herein.

**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 Agreement other than that which appears within this Agreement.

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

CROSSROAD ENGINEERS, PC  
(CONSULTANT)

CITY OF FRANKLIN  
BOARD OF PUBLIC WORKS AND SAFETY  
FRANKLIN, INDIANA  
(OWNER)



\_\_\_\_\_  
Trent E. Newport, President

\_\_\_\_\_  
Steve Barnett, Mayor

\_\_\_\_\_  
Ken Austin, Member

\_\_\_\_\_  
Tina Gross, Member

Attest:



\_\_\_\_\_  
Mark A. Beck, Vice President

Attest:

\_\_\_\_\_  
Jayne Rhoades, Clerk-Treasurer



## EXHIBIT 1

In fulfillment of this Agreement, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the City of Franklin.

The description of the proposed project is as follows:

Signalize existing one-way stop-controlled intersection of Commerce Drive with the entrance to Meijer. Design will also include extending the existing raised median from US 31 to the new signalized intersection along with associated incidentals (pavement patching, striping, etc.). A preliminary signal design at this intersection was performed in 2016; while the information collected at that time will be reviewed it is anticipated that new survey data will be required and design brought up to current standards.

The CONSULTANT shall be responsible for performing the following tasks:

### **A. TOPOGRAPHIC SURVEY**

CrossRoad Engineers will survey the project limits to produce a topographic base map. Upon the completion of the field work, we will establish all section lines, right of way lines, and property lines per deeds and platted subdivisions; complete all survey line work; generate the TIN surface model and create one-foot interval contours; and add all relative survey notes to the drawings. Included will be information such as one-foot contouring, existing street elevations, existing sanitary and storm structures, and verification of existing utilities.

### **B. SIGNAL DESIGN & PLAN PREPARATION**

In general, this task involves the preparation of design plans and bidding documents to allow the proposed project to be constructed. We will prepare plans, specifications, and estimates of cost, which shall be in accordance with the accepted standards for such work and in general accordance with the following documents in effect as of the Effective Date of this Agreement: American Association of State Highway and Transportation Officials' "A Policy on Geometric Design of Highways and Streets"; Indiana Manual on Uniform Traffic Control Devices; and the Indiana Design Manual.

Construction drawings will be prepared in accordance with state and local laws and ordinances and will include the following:

- Title Sheet
- Signal Detail Sheets

- Pavement marking
- Maintenance of Traffic Plan
  - INDOT/MUTCD standards
- Erosion Control Plan
  - Consistent with local MS4 requirements for CSGP conformance
- Miscellaneous Details and Specifications

**C. UTILITY COORDINATION**

CrossRoad Engineers shall coordinate with the representatives from each of the utility companies having facilities located within the project area. We will communicate any relocation of facilities that may be needed and then review the relocation plans that the utility companies prepare. We will review any reimbursable claims by the utilities and coordinate as necessary. This task does not include work associated with field locating the vertical depth of any utilities. Although no ‘potholing’ of facilities is anticipated to be required, it is assumed that the utility companies will be responsible for performing this work on their own facilities. This work shall be in general accordance with INDOT policy and procedures in effect as of the Effective Date of this Agreement. This scope of work only addresses utility coordination through the design process. Utility coordination services during the construction phase will be provided as needed on an hourly basis as part of the Inspection Services.

**D. REGULATORY SUBMITTALS & BIDDING PHASE**

It is anticipated the construction of the project will not disturb more than one acre of ground and therefore an Indiana Department of Environmental Management (IDEM) CSGP Notice of Intent will not be required; however, CrossRoad will prepare a Storm Water Pollution Prevention Plan. No other environmental permits are anticipated to be required. This phase will also include the preparation of an Engineer’s Estimate for the overall project, as well as the necessary administrative services required for compiling bid documents and facilitating and reviewing the public bid of the project. CrossRoad Engineers will not be responsible for any payments relating to permit applications. This phase does not include the acquisition of any construction or building permits through any agency as permitting shall be the responsibility of the selected contractor.

**E. PART-TIME INSPECTION & AS-BUILT PLANS**

Once design is complete, CrossRoad Engineers will perform part-time inspection and as-built plans for this project as directed by the City. The construction is expected to occur in 2025 and this work will be provided on an hourly basis per the attached Hourly Billing Rates included as Attachment “B” of EXHIBIT 4.

**F. METHOD FOR PAYMENT OF ENGINEERING FEES**

During this work, progress invoices will be prepared for the portions of the work done to date based on the Fee Schedule included with this document as Attachment "A". These invoices will be submitted by the 5<sup>th</sup> of each month and will become due by the 30<sup>th</sup> of that same month. Invoices not paid within 30 days after submission to you will accrue interest at a rate of 1.5% per month. Should the City decide to cancel the project at any time, all phases that have been worked on will be invoiced up to that time of project termination.

**G. UNDERSTANDINGS**

For additional services not covered herein, the work will be performed as authorized by you at a mutually agreed upon rate. Costs incurred due to agency applications for plan review and approval, postage for plan distribution, public notifications, recording fees, and other direct costs shall be invoiced separately as a reimbursable with a 15% administrative charge. Payment for these items will not be the responsibility of CrossRoad Engineers. Acceptance of this proposal is inclusive of the Terms and Conditions included below.

## EXHIBIT 2

### **INFORMATION AND SERVICES TO BE FURNISHED BY OWNER**

OWNER shall furnish CONSULTANT with the following:

1. Guarantee access to enter upon public and private lands as required for CONSULTANT to perform work under this Agreement.
2. Criteria for design and details for signs, signals, lighting, highway and structures such as grades, curves, sight distances, clearances, design loading, etc.
3. Standard Specifications and standard drawings applicable to the Project.
4. Plans of existing facilities within the limits of the project.
5. Necessary permit forms and permit processing, and payment of any permit applications fees, advertisements, etc.
6. Necessary advertisements for public meeting(s), provide venue for public meeting(s), and cause for the compilation of written transcript if so required.
7. Utility plans available to OWNER for utility facilities throughout the limits of the project.
8. All legal services as may be required for the development of the project.
9. Utility relocation design and plans for OWNER owned utilities.
10. Sufficient quantities of all pertinent forms.

## EXHIBIT 3

### **SCHEDULE**

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

All work by the CONSULTANT under this Agreement shall be completed and delivered to the OWNER for review and approval on a mutually agreed to schedule with the intention that construction would begin during calendar year 2025.

EXHIBIT 4

**COMPENSATION**

**I. AMOUNT OF PAYMENT –**

1. CONSULTANT shall receive as payment for the work performed under this Agreement the total fee not to exceed **\$78,000.00** unless a modification of the Agreement is approved in writing by City.

2. CONSULTANT shall be paid for the following work tasks performed under this Agreement on a lump sum basis in accordance with the following schedule:

a.	Topographic Survey Data Collection	\$ 5,000.00
b.	Signal Design & Plan Preparation	\$ 25,000.00
c.	Utility Coordination	\$ 8,000.00
d.	Regulatory Submittals and Bid Documents	<u>\$ 5,000.00</u>
	<b>Total Lump Sum</b>	<b>\$ 43,000.00</b>

3. CONSULTANT shall be paid for the following work tasks performed under this Agreement on an hourly not to exceed basis:

e.	Part-time Inspection & As-built plans	<b>\$ 35,000.00</b>
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4. CONSULTANT shall not be paid for any service performed by City or services not required to develop this project. Costs for routine photocopy and paper reproduction, cellular phone costs, and computer time costs will not be paid as a reimbursable as these are included in the above fees and overhead costs.

5. The Total Lump Sum fee shown in **I.2.** assumes that no permits will be necessary. As such, they do not include the payment of any fees to procure permits from the variously affected agencies such as Rule 5 permit application fees, public notice fees, or other such expenses. If it is determined that permits are required, the preparation of the applications for those permits will be an additional service and any fees paid by CONSULTANT for permit applications and any activities such as public advertisements shall be presented to City for reimbursement at the actual cost incurred plus a 10% mark-up for task coordination and administrative efforts.

**II. METHOD OF PAYMENT –**

1. CONSULTANT may submit a maximum of one invoice voucher per calendar month for

work covered under this Agreement. The invoice voucher shall be submitted to City. The invoice voucher shall represent the value, to the City, of the partially completed work as of the date of the invoice voucher. CONSULTANT shall attach thereto a summary of each pay item in Section **1.2.** of this Appendix, percentage completed and prior payments.

2. City, for and in consideration of the rendering of CONSULTANT's services provided in Appendix "A", agrees to pay CONSULTANT for rendering such services the fee established above upon completion of the work thereunder and acceptance thereof by City.
3. In the event of a substantial change in the scope, character or complexity of the Services on the project, the maximum fee payable and the specific fee shall be adjusted in accordance with Paragraph **1.C.**, set out in this Agreement



# HOURLY BILLING RATES

## PERSONNEL CLASSIFICATION

## HOURLY RATE

### DESIGN

Director	\$	200.00
Senior Project Manager		176.00
Project Manager		157.00
Senior Project Engineer		149.00
Project Engineer		140.00
Assistant Project Engineer		121.00
CADD Manager		140.00
Senior CADD Technician/Assistant CADD Manager		130.00
CADD Technician		121.00
Assistant CADD Technician		103.00
Senior Plan Reviewer		140.00
Plan Reviewer		121.00
R/W Manager		176.00
R/W Buyer		176.00

### INSPECTION

Director	\$	200.00
Senior Project Manager		176.00
Senior Resident Project Representative		167.00
Resident Project Representative		157.00
Asst Resident Project Representative		148.00
Project Inspector		140.00
Assistant Project Inspector		99.00

### SURVEY

Survey Manager	\$	176.00
Assistant Survey Manager		149.00
Survey Crew – 1 Person		145.00
Crew Chief		121.00
Survey Crew Member		97.00
Researcher		109.00
Survey Technician		121.00

### MISCELLANEOUS

Mileage (per mile)	Current IRS Rate
Other Direct Costs	at cost +15%

Rates Effective through December 2025

# CROSSROAD ENGINEERS, PC

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