

INDIANA FINANCE AUTHORITY FINANCIAL AID AGREEMENT

This Financial Aid Agreement ("Agreement"), entered into by and among the Indiana Finance Authority ("Authority"), the Anderson Corporation for Economic Development, an Indiana non-profit corporation ("Grant Recipient"), and the Consultant(s) named in the attached "Consultant Supplement" (when such supplement has been executed and delivered to the Authority as set forth in Section 3A herein), is executed pursuant to the terms and conditions set forth herein and shall be effective as of [January 1, 2014] ("Effective Date"). In consideration of the mutual covenants, obligations and stipulations set forth in this Agreement, the parties agree as follows:

1. PURPOSE OF THIS AGREEMENT:

The purpose of this Agreement is to make a conditional grant in the amount not to exceed Six Hundred Thousand Dollars (\$600,000) ("Grant Funds") (as denoted on the attached Master Schedule, which is incorporated herein by this reference, "Master Schedule") as modified from time to time) held by the Authority in a sub-account of the Authority's Supplemental Drinking Water and Wastewater Assistance Fund for the benefit of the Grant Recipient to provide for the payment of eligible costs and expenses incurred by the Grant Recipient in the completion of all activities, work, services and reports required to be undertaken pursuant to this Agreement ("Project Activities") including as outlined in the Scope of Work or Work Plan, attached hereto as Exhibit A of this Agreement, at the site(s) denoted in the attached Master Schedule (collectively, "Site"). Grant Funds shall be used exclusively in accordance with this Agreement and in accordance with Ind. Code 13-18-21-22 through -31 (the "Act"). As used in this Agreement, "Project Activities" means those activities, including, but not limited to the activities, that are generally described in the Scope of Work or Work Plan in Exhibit A of this Agreement.

2. TERM OF AGREEMENT; COMPLETION OF PROJECT ACTIVITIES:

- A. This Agreement shall be effective as of the Effective Date for a period of twelve months from the Effective Date (the "Term"), unless modified or extended pursuant to the provisions of this Agreement.
- B. Within 12 months from the Effective Date or, if sooner, by each activity-based deadline otherwise noted in any Scope of Work or Work Plan attached as Exhibit A (each a "Completion Deadline Date"), all Project Activities must be completed to the satisfaction of the Grant Recipient and Authority. The Grant Recipient may request that any such Completion Deadline Date be extended. If approved by the Authority, the Completion Deadline Date will be extended to the date set forth in such approval; however, all other provisions of this Agreement shall remain the same and in full force and effect. Additionally, in the event the Authority determines that the Grant Recipient or the selected consultant(s) ("Consultant") is not working with reasonable dispatch toward completing its Project Activities under this Agreement, the Authority may unilaterally fix and determine the new Completion Deadline Date to be any date that is

at least 90 days after the date notice is given by the Authority to the Grant Recipient, provided that such new Completion Deadline Date is no sooner than 1 year after the Effective Date. This Agreement shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

3. CONSULTANT; DUTIES, RESPONSIBILITIES OF GRANT RECIPIENT:

A. Consultant

The parties acknowledge that a proposal for any Project Activities is to be solicited and awarded in accordance with Indiana Law. The Grant Recipient shall have the right to select consultant(s) to perform the Project Activities and obligations of the Consultant by causing such party to enter into the Consultant Supplement with the Authority in the form attached as Exhibit B, and upon acceptance of the Consultant Supplement by the Authority (which acceptance shall not be unreasonably withheld or delayed), such Consultant shall be obligated as a party to this Agreement as if the Consultant had collectively entered into this Agreement with the Authority and the Grant Recipient on and as of the Effective Date.

Further, in addition to any Consultant obligated pursuant to an initial Consultant Supplement as set forth in the preceding paragraph, the parties may solicit and award additional Project Activities to an additional consultant or consultants (that may be the same entity as, or a different entity from, the initial Consultant) upon receipt and selection of a further accepted bid, work order, construction contract, proposal or other writing evidencing the binding terms pursuant to which Project Activities will be undertaken from a qualified consultant(s) (each an "Additional Consultant") pursuant to Indiana Law including entering into another Consultant Supplement (each an "Additional Consultant Supplement") in the same manner as set forth in the preceding paragraph applicable to the initial Consultant. Any such additional Project Activities (including the selection of any Additional Consultant) must be approved by the Authority. If any Additional Consultant Supplement is entered into with any such Additional Consultant, such Additional Consultant shall be obligated under this Agreement with respect to such additional Project Activities in the same manner as otherwise applicable to the initial Consultant (and each reference in this Agreement to Consultant shall mean and include such Additional Consultant), but only with respect to the respective Project Activities the Consultant is obligated to perform. The initial Consultant shall be obligated under this Agreement with respect to its related Project Activities and the Additional Consultant shall be obligated under this Agreement with respect to its related additional Project Activities.

B. Work to be Performed

A copy of the approved scope of Project Activities as proposed to be undertaken by the Consultant, together with any subsequent approved amendments, shall become part of this Agreement as Exhibit A. The Grant Recipient shall contract to have performed all

such Project Activities as specified in Exhibit A. The scope of Project Activities described may be modified in a material way only if approved by the Authority. Notwithstanding any review, approval, inspection or other activity related to the Project Activities undertaken (or to be undertaken) by the Authority, the Grant Recipient shall be solely responsible for the proper design, implementation and other activities related to the Project Activities and their compliance with applicable Federal, State and local laws, including ordinances, regulations and rules and other legal authority, to which the Authority and the Grant Recipient are subject inclusive of the Act ("Law").

C. Budget Detail

The Grant Recipient has submitted, or shall cause to be submitted, a budget proposed by the Consultant(s). That budget, including any changes mutually agreed to by the parties to this Agreement, is part of Exhibit A. The Grant Recipient shall not obligate more than the amount to be reimbursed with Grant Funds allocated in any category, as described in Exhibit A, without the consent of the Authority. The Grant Recipient understands that the Authority shall not be required to reimburse more than the available Grant Funds.

D. Public Bidding Required

The Grant Recipient must demonstrate services to be reimbursed with Grant Funds have been competitively bid. Professional services need to be procured in compliance with IC 5-16-11.1, and activities other than professional services are required to be procured in compliance with IC 36-1-12. By signing a Disbursement Request Form when seeking reimbursement from the Authority, the Grant Recipient will be affirming that the invoiced services submitted for payment were bid pursuant to Indiana law.

E. Notifications

The Grant Recipient is responsible for providing notice to the Authority of the date and times upon which Project Activities will be performed. Communication of any changes to the date and times of Project Activities is also the responsibility of the Grant Recipient. Notice to the Authority by the Consultant, on behalf of the Grant Recipient, will also be accepted as compliance with this notification requirement.

F. Consent of Landowner

The Grant Recipient represents to the Authority that it, its agents and the Authority have the right to enter the site ("Site") and to perform or cause to be performed the Project Activities throughout the term of this Agreement. In the event the Site is not owned by the Grant Recipient, the Grant Recipient has obtained a letter of consent from the appropriate and duly authorized person or persons that the Grant Recipient, its agents the Authority and its agents have the right to access the Site to perform the Project Activities throughout the term of this Agreement. Such consent, if necessary, is attached as Exhibit C to this Agreement and is incorporated herein by this reference.

G. Reports, Records, Evaluations, Inspections

- (1) The Grant Recipient shall document all uses of Grant Funds and maintain adequate books and accounts in accordance with generally accepted accounting principles or generally accepted governmental accounting principles, as applicable, consistently applied.
- (2) The Grant Recipient shall submit to an audit of the Grant Funds paid pursuant to this Agreement and shall make all books, accounting records and other documents available to the Authority and its agents, employees, officers and representatives at any reasonable time to inspect, audit and examine such books and accounts. The Grant Recipient agrees to cooperate fully with any such inspection, audit or examination.
- (3) The Grant Recipient agrees to submit to the Authority at any time and from time to time such records and reports as may be required by the Authority, including evidence of payment(s) made to the Consultant.
- (4) The Grant Recipient agrees to submit to the Authority copies of periodic reports and other documents prepared by or for the Grant Recipient and any environmental reports describing the completed Project Activities (including incorporating any Authority sanctioned comments and responses to any report) and otherwise generated related to the Project Activities.
- (5) The Grant Recipient shall continue to submit technical reports and documents as requested by the Authority until the Authority has received the final report, and the Authority, is satisfied that the Project Activities performed are consistent with Indiana Law and the approved scope of Project Activities in Exhibit A as proposed by the Grant Recipient and the Consultant(s).
- (6) Within thirty (30) days following the Authority's final disbursement under the Agreement, the Grant Recipient shall submit to the Authority a completed project report documenting the completion of all Project Activities.

4. PAYMENT OF GRANT FUNDS:

A. General

Subject to other provisions of this Agreement and consistent with the Payment Guidelines in effect as of the Effective Date, which applicable parts thereof have been attached as Exhibit D; or as such Payment Guidelines are later modified by the *Authority* so long as any such modifications do not materially affect the amount or timing of any such payments, the Authority agrees to pay the Grant Funds to the Consultant(s) in one or more installments following completion of Project Activities and submission to the

Authority of invoice(s) detailing costs and expenses incurred by the Grant Recipient or Consultant(s) in the completion of Project Activities.

B. Limitation on Amount of Grant Funds

No costs may be incurred by the Grant Recipient or Consultant(s) prior to the Effective Date of this Agreement without the consent of the Authority. All costs and expenses incurred by the Grant Recipient or Consultant(s) must be directly related to the conduct of approved Project Activities. Notwithstanding anything in this Agreement to the contrary, the Authority shall not be obligated to provide more than the Grant Funds provided under this Agreement.

C. Schedule, Timeliness of Payments

To facilitate payment timeliness for all the parties, the Authority will distribute Grant Funds to the Grant Recipient or Consultant(s), as described in this Section, no later than 30 days from the Authority's receipt of a completed progress milestone report submitted by the Consultant(s) evidencing completion of the Project Activities. A progress milestone report shall be comprised of (1) narrative and, if applicable, photographic descriptions of work performed, including any other information requested by the Authority; and (2) appropriate technical data. Upon the Authority's favorable review of the progress, milestone report and upon receipt of a disbursement request from the Consultant(s) the Authority shall make a disbursement of the Grant Funds to the Grant Recipient or Consultant(s). Nothing in this Section shall prevent the Authority in its discretion from distributing (1) part of the Grant Funds following the Authority's receipt of a completed progress milestone report submitted by the Consultant evidencing completion of part of the Project Activities or (2) all of the Grant Funds following the Authority's receipt of a disbursement request, subject to the Authority's reviewing any such matters after later completion of all or part of the Project Activities.

5. TERMINATION; RETURN OF FUNDS AND WORK PRODUCT:

If, the Authority, through monitoring or reviewing of the Project Activities or otherwise, determines that the Grant Recipient is not performing, completing or causing to be completed the Project Activities in accordance with its obligations under this Agreement, the Authority may inform the Grant Recipient of such determination. The Grant Recipient acknowledges and agrees that if it does not (a) use the Grant Funds as agreed or (b) correct any reasonable non-compliance determination by the Authority within a reasonable time, it shall forfeit any right to additional disbursements.

"Confidential Information" means any information, regardless of form or medium, disclosed to Consultant or known by Consultant as a consequence of or through performance of the Project Activities by Consultant including, but not limited to, information related to research, development, products or works planned or under development, accounting, marketing, and the documentation thereof, including information supplied to Consultant from outside sources on behalf of Authority or Grant Recipient for the purpose of performing the Project Activities, and

other information and materials accessible by or made available to Consultant in the course of performing the Project Activities, with the following exceptions: (i) information, which Consultant can demonstrate in writing, was known by Consultant prior to being disclosed by Authority or Grant Recipient to Consultant; (ii) information that is readily obtainable from public or published sources; (iii) information received by Consultant from a third party who is not employed by or affiliated with Authority or Grant Recipient and is not under an obligation to maintain such information in confidence; and (iv) information which is or becomes known to the public generally other than by a breach of this Agreement by Consultant.

“Work Product” means any idea, design, concept, technique, invention, discovery or improvement conceived or reduced to practice by Consultant for Authority or Grant Recipient, whether alone or jointly with another, regardless of patentability, including patents, patent applications, trade secrets, and know-how; and any works of authorship created by Consultant for Authority or Grant Recipient, whether alone or jointly with another, including, but not limited to, Consultant’s contributions to the Project, documentation, and other items, whether in tangible or electronic form, regardless of copyrightability, but including copyright and moral rights recognized by law. Work Product shall not include (i) material designed, developed or provided by Consultant that is used for Consultant’s general business unrelated to the Project or (ii) material of a general abstract nature or character.

All Work Product created by Consultant under this Agreement, whether or not specifically identified in this Agreement, is, shall be and remains exclusively the property of Authority. Each such Work Product created by Consultant is a work made for hire under the United States copyright laws and Authority has the sole right to file applications to register copyrights in such Work Product as the author and copyright owner thereof. If, for any reason, Work Product created by Consultant is excluded from the definition of a work made for hire under such copyright laws, then Consultant does hereby irrevocably assign, sell, transfer and convey, and shall cause all of Consultant’s authorized agents and subcontractors to irrevocably assign, sell, transfer and convey, to Authority without further consideration all rights, title and interests in and to such Work Product, including any and all copyright and other intellectual property rights therein. Consultant shall execute any and all documents that Authority deems necessary in connection with the assignment of such Work Product and copyrights therein to Authority, including, but not limited to, placement of Authority’s proper copyright notice on Work Product created by Consultant to secure or aid in securing copyright protection in such Work Product and will assist Authority or Authority’s nominees in filing applications to register claims of copyright in such Work Product.

The Grant Recipient and Consultant(s) agree that all Work Product will be marked as draft, deliberative materials until the Authority has determined it is no longer of such a character to be considered draft, deliberative materials.

During the term of this Agreement, and upon expiration or termination of this Agreement, Grant Recipient and Consultant(s) agree that all Work Product will be treated as Confidential Information and the Grant Recipient and Consultant(s) will not disclose any such Confidential Information to third parties. In addition, Consultant shall at no additional cost to Authority deliver to Authority, upon the Authority’s request and promptly upon the expiration or

termination of this Agreement, complete and correct copies of all Work Product in the form and on the media in use as of the date of the Authority's request or as of such expiration or termination, as the case may be.

Notwithstanding the foregoing, the Grant Recipient and Consultant(s) understand and agree that the Authority contemplates that Work Product may be made available to the public by or at the direction of the Authority whenever the Authority determines such is necessary or desirable to serve the public interest or is otherwise required in order to comply with applicable law including the Indiana Access to Public Records Act (IC 5-14-3).

6. STOP WORK ORDER:

The Authority may order the Grant Recipient and Consultant(s) to stop all Project Activities immediately in the event of a demonstrated imminent and substantial threat to human health or the environment at or near the Site. In the event that such an order is issued, the Consultant(s) will submit to the Authority an estimate of additional costs, if any, which result from the order. If the Authority determines that Site conditions resulting in the stop work order were not caused by the Consultant or a subcontractor to the Consultant through disregard for conditions that would be reasonably expected at similar sites, or through a negligent act or omission by the Consultant or a subcontractor to the Consultant, then the Consultant will be eligible for reimbursement of reasonable additional project costs through a supplemental disbursement. Any supplemental disbursement must be authorized by the Authority.

7. GOVERNING LAW:

This Agreement shall be construed in accordance with and governed by the laws of the State and any suit must be brought in the State.

8. COMPLIANCE WITH LAW:

All Project Activities shall be performed in compliance with this Agreement and Law. The Grant Recipient acknowledges that this Agreement is subject to all requirements of applicable Law. The Grant Recipient agrees to be solely responsible to ensure that the use of the Grant Funds is in compliance with all Law. The Grant Recipient acknowledges and agrees that the Grant Recipient is subject to repayment of Grant Funds for failure to comply with this Agreement and the Law. Without limiting the generality of the foregoing, the Grant Recipient acknowledges, certifies, represents, warrants and agrees as follows:

- (1) The Grant Recipient shall require that it, its chosen Consultant and their agents shall abide by all ethical requirements that apply to persons who have a business relationship with the Authority or the State of Indiana ("State"), as set forth in Indiana Code 4-2-6 et seq., the regulations promulgated thereunder and 25 Indiana Administrative Code 6, effective January 1, 2006. If the Grant Recipient or the Consultant, or any of their agents, is not familiar with these ethical requirements, they should refer any questions to the State Ethics Commission, or visit the State Ethics Commission website at <<<<http://www.in.gov/ethics/>>>>.

If the Grant Recipient, Consultant or their agents violate any applicable ethical standards, the Authority may, in its sole discretion, terminate this Agreement immediately upon notice to the Grant Recipient. In addition, the Grant Recipient may be subject to penalties under Indiana Code 4-2-6-12, 4-2-7, 35-44-1-3 and under any other applicable laws.

- (2) The Grant Recipient certifies by entering into this Agreement, that neither it, Consultant nor their principal(s) are presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the Authority or the State. The Grant Recipient agrees that any payments currently due to the Authority or the State may be withheld from payments due to the Grant Recipient. Additionally, further work or payments may be withheld, delayed, or denied and/or this Agreement suspended until the Grant Recipient is current in its payments and has submitted proof of such payment to the Authority or the State.
- (3) The Grant Recipient warrants that it has no pending or outstanding criminal, civil, or enforcement actions initiated by the Authority or the State, and agrees that it will immediately notify the Authority of any such actions. During the term of such actions, Grant Recipient agrees that the Authority may delay, withhold, or deny work under this Agreement and any supplements or amendments, change order or other contractual device issued pursuant to this Agreement.
- (4) The Grant Recipient warrants that the Grant Recipient, the Consultant and their subcontractors, if any, shall obtain and maintain all required permits, licenses, and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of Project Activities under this Agreement. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of further rights to contract with the Authority.
- (5) The Grant Recipient affirms that its Consultant and their agents are properly registered and owe no outstanding reports with the Indiana Secretary of State.
- (6) The Grant Recipient agrees that the Authority may confirm, at any time, that no liabilities of the Grant Recipient or its Consultant exist to the State, and, if such liabilities are discovered, the Authority may bar the Grant Recipient from contracting with the Authority in the future, cancel existing contracts, withhold payments to setoff such obligations, and withhold further payments or purchases until the Grant Recipient is current in its payments on its liability to the Authority and has submitted proof of such payment to the Authority.

(7) As required by Indiana Code 5-22-3-7:

(a) The Grant Recipient certifies that (A) the Grant Recipient and Consultant, except for de minimis and nonsystematic violations, has not violated the terms of (i) Indiana Code 24-4.7 [Telephone Solicitation Of Consumers], (ii) Indiana Code 24-5-12 [Telephone Solicitations] , or (iii) Indiana Code 24-5-14 [Regulation of Automatic Dialing Machines] in the previous 365 days, even if Indiana Code 24-4.7 is preempted by federal law; and (B) the Grant Recipient and its Consultant will not violate the terms of Indiana Code 24-4.7 for the duration of this Agreement, even if Indiana Code 24-4.7 is preempted by federal law.

(b) The Grant Recipient certifies that: (A) except for de minimis and nonsystematic violations, the Grant Recipient and Consultant have not violated the terms of Indiana Code 24-4.7 in the previous 365 days, even if Indiana Code 24-4.7 is preempted by federal law; and (B) will not violate the terms of Indiana Code 24-4.7 for the duration of this Agreement, even if Indiana Code 24-4.7 is preempted by federal law.

9. PENALTIES, INTEREST, ATTORNEY'S FEES:

The Authority will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, court costs or attorney's fees.

10. INDEMNIFICATION:

By the Grant Recipient: The Grant Recipient agrees to indemnify, defend and hold harmless the State, the Authority and their agents, officers, and employees from any and all claims, demands, losses, expenses, damages (general, punitive or otherwise) and suits, including (but not limited to) court costs, attorney's fees and other costs and expenses caused by any negligent act or omission of the Grant Recipient. The Grant Recipient agrees to indemnify and hold harmless the Authority from and against any and all costs and expenses including (but not limited to) court costs, attorney's fees and other costs and expenses, incurred by the Authority in its enforcing this Agreement against the Grant Recipient.

By the Consultant: The Consultant agrees to indemnify, defend and hold harmless the State, the Authority and their agents, officers, and employees from any and all claims, demands, losses, expenses, damages (general, punitive or otherwise) and suits, including (but not limited to) court costs, attorney's fees and other costs and expenses caused by any negligent act or omission of the Consultant or any subcontractors. The Consultant agrees to indemnify and hold harmless the Authority from and against any and all costs and expenses including (but not limited to) court costs, attorney's fees and other costs and expenses, incurred by the Authority in its enforcing this Agreement against the Consultant.

Neither the State nor the Authority is providing any indemnification, either jointly or severally, to the Grant Recipient or its Consultant or any subcontractors.

11. INDEPENDENT CONTRACTOR:

All the parties, in their performance of this Agreement, are acting 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. No party will assume any liability for any injury, including death, to any other party or person or any damage to any property arising out of the acts or omissions of the agents, employees or subcontractors of another party.

12. INSURANCE:

- A. The Grant Recipient shall ensure that the Consultant, including any subcontractors, secures and keeps in force during the term of this Agreement, the following insurance coverages, covering the Consultant for any and all claims of any nature which may in any manner arise out of or result from this Agreement:
- (1) Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits of \$5,000,000 per occurrence unless additional coverage is required by the Authority or the State. The Authority and the State are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Agreement. An umbrella policy may be used in satisfying these limits.
 - (2) Automobile liability with minimum liability limits of \$5,000,000 per occurrence. The Authority and the State are to be named as additional insureds on a primary, non-contributory basis. . An umbrella policy may be used in satisfying these limits.
 - (3) Professional liability, including errors and omissions, with minimum liability limits of \$1,000,000 per occurrence.
 - (4) Consultant's (Contractor's) pollution legal liability, with minimum liability limits of \$1,000,000. The Authority and the State are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Agreement.
 - (5) The Consultant shall provide proof of such insurance coverage by tendering to the undersigned Authority representative, a certificate of insurance prior to the commencement of this Agreement and proof of worker's compensation coverage meeting all statutory requirements of Indiana Code 22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Agreement involve work outside of Indiana.

B. The Consultant's insurance coverage must meet the following additional requirements:

- (1) The Insurer must have a Certificate of authority issued by the Indiana Department of Insurance.
- (2) Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Consultant.
- (3) The Authority and the State will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the Consultant in excess of the minimum requirements set forth above. The duty to indemnify the Authority and the State under this Agreement shall not be limited by the insurance required in this Agreement.
- (4) The insurance required in this Agreement, through a policy or endorsement, shall include a provision that the policy and endorsements may not be canceled or modified without 30 days' notice to the Authority.
- (5) Failure to provide insurance as required in this Agreement may be deemed a material breach of contract entitling the Authority to immediately terminate this Agreement.

The Grant Recipient shall furnish the Consultant's certificate of insurance and all endorsements to the Authority.

13. DEBARMENT AND SUSPENSION:

- A. The Grant Recipient certifies, by entering into this Agreement, that neither Consultant, the Consultant's principals, nor any of its subcontractors, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from work for State entities by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Agreement 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.
- B. The Grant Recipient certifies that it has verified the suspension and debarment status for Consultant and all sub-contractors receiving funds under this Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Grant Recipient shall immediately notify the Authority if the Consultant or any sub-contractor becomes debarred or suspended, and shall, at the Authority's request, take all steps required by the Authority to terminate its contractual relationship with the Consultant or sub-contractor for work to be performed under this Agreement.

14. NONDISCRIMINATION:

Pursuant to the Indiana Civil Rights Law, specifically including 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, the Grant Recipient, Consultant, and any subcontractors covenant that they shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to the employee's or applicant's 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"). Acceptance of this Agreement also signifies compliance with applicable federal laws, regulations and executive orders prohibiting discrimination based upon the Protected Characteristics in the provision of services pursuant to this Agreement.

The Grant Recipient agrees to assure that all parties performing work on the Project Activities comply fully with the provisions of any MBE/WBE participation plans that have been submitted.

15. NOTICE TO PARTIES:

Whenever any notice, statement or other communication shall be sent to the Authority or the Grant Recipient, it shall be sent to the following address, unless otherwise specifically advised by notice.

A. Notice to the Authority shall be sent to:

Public Finance Director of the State of Indiana
Indiana Finance Authority
One North Capital Avenue, Suite 900
Indianapolis, IN 46204

B. Notice to the Grant Recipient shall be sent to the "Grant Recipient's Notice Address" as set out in the Master Schedule.

C. Notice to the Consultant shall be sent to the "Consultant's Notice Address" as set out in Exhibit B.

16. AUTHORITY TO BIND:

Notwithstanding anything in this Agreement to the contrary, the signatory for the Grant Recipient represents that he or she is duly authorized to execute this Agreement on behalf of the Grant Recipient and has obtained all necessary or applicable approvals to make this Agreement fully binding upon the Grant Recipient when his/her signature is affixed, and accepted by the Authority. Each approval, acceptance, power, review, consent or other action recited in this

Agreement as being vested in the Authority may only be undertaken by an instrument signed in advance by the Public Finance Director of the State (or any Authority representative to whom the Authority's board from time to time empowers by its general or specific resolution to act in matters related to this Agreement) or their designees and may be withheld or delayed in their discretion.

17. DRUG-FREE WORKPLACE CERTIFICATION:

- A. Grant Recipient covenants and agrees to make a good faith effort to provide and maintain during the term of this Agreement a drug-free workplace. Grant Recipient will give notice to the Authority within 10 days after receiving actual notice that an employee of the Grant Recipient or any subcontractor, who serves in or could be expected to serve in a capacity related to the Project Activities, is convicted of a criminal drug violation occurring in the Grant Recipient's or Consultant's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of payment of Grant Funds, termination of the payment of future Grant Funds and/or debarment of contracting opportunities with the State for up to three (3) years.
- B. In addition to subdivision A. of this Section, the Grant Recipient further agrees that this Agreement is expressly subject to the terms, conditions, and representations of the following certification:

The Grant Recipient certifies and agrees that it will provide a drug-free workplace by:

- (1) 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 Grant Recipient's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establishing a drug-free awareness program to inform its employees of (a) the dangers of drug abuse in the workplace; (b) the Grant Recipient's policy of maintaining a drug-free workplace; (c) any available drug counseling, rehabilitation, and employee assistance programs; and (d) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- (3) Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (a) abide by the terms of the statement; and (b) notify the Grant Recipient of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;

- (4) Notifying the Authority within 10 days after receiving notice from an employee under subdivision (3)(b) above, or otherwise receiving actual notice of such conviction;
 - (5) Within 30 days after receiving notice under subdivision (3)(b) 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: (a) taking appropriate personnel action against the employee, up to and including termination; or (b) 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
 - (6) Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (1) through (5) above.
- C. The Grant Recipient, Consultant and any subcontractors further agree that the failure of the Grant Recipient, Consultant and any subcontractor to comply in good faith with subdivision A of this Section, or falsifying or otherwise violating subdivision B of this Section, shall constitute a material breach of this Agreement. Any breach entitles the Authority to impose sanctions against the Grant Recipient, Consultant and any subcontractors, including (but not limited to) recovery of the Grant Funds, cancellation of this Agreement, and debarment of the Grant Recipient, Consultant or any subcontractor from doing further business with the Authority or the State for up to 3 years.

18. FORCE MAJEURE:

In the event that either party is unable to perform any of its obligations under this Agreement, or to enjoy the benefits of this Agreement, as a result of natural disaster, actions or decrees of governmental bodies or communication line failure not the fault of the affected party ("Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds 30 days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been affected may, by giving notice, terminate this Agreement. If so terminated, the Grant Recipient will be paid for previously unreimbursed Project Activities. Such payment shall be made following receipt by the Authority of required documentation and review by the Authority of the same. Upon cancellation by the Authority and following final payment to the Grant Recipient by the Authority, the Authority shall not be obligated to disburse additional Grant Funds.

19. SEVERABILITY:

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

20. SUBSTANTIAL PERFORMANCE:

This Agreement shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

21. REMEDIES NOT IMPAIRED:

No delay or omission of the Authority in exercising any right or remedy available under this Agreement shall impair any such right or remedy or constitute a waiver of any default or acquiescence to any default. A single or partial exercise of any power does not preclude the further exercise of that power or right or the exercise of any other power or right.

22. TAXES:

The Authority is exempt from Federal, State and local taxes. The Authority will not be responsible for payment of any taxes levied on the Grant Recipient or any subcontractors as a result of this Agreement.

23. 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 or excuse shall be by the party claimed to have waived such right.

24. ACCESS TO RECORDS:

The Grant Recipient, Consultant, and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to the costs incurred under this Agreement. Such materials shall be made available at Grant Recipient's and Consultant's or subcontractors' respective offices at all reasonable times during the term of this Agreement and for 5 years after: (a) the Completion Deadline Date or (b) the resolution of any applicable findings regarding this Agreement by the State Board of Accounts, whichever is later. The Grant Recipient shall ensure the cooperation of its employees and the employees of Consultant and subcontractors in such monitoring and evaluation efforts. The Grant Recipient will take all actions necessary to correct or cure any problems or deficiencies identified by the Authority during its monitoring and evaluations.

25. MODIFICATION & MERGER:

This Agreement may not be changed, amended or modified orally. Any change, amendment or modification must be in writing and signed by all the parties. Any consent, approval, review, determination, notice, order, waiver, excused action, request or other action required or allowed

under this Agreement shall only be effective if done in writing signed by the applicable party and prior to the other party taking any action in reliance on such writing.

This Agreement merges and supersedes all prior agreements, negotiations and representations of any kind between the Authority and the Grant Recipient relating in any manner to the subject matter and transactions contemplated by this Agreement. This Agreement and its exhibits and any other attachments constitute the entire agreement between the Authority and the Grant Recipient concerning the Agreement.

26. ORDER OF PRECEDENCE; INCORPORATION BY REFERENCE:

Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) This Agreement; (2) Exhibits/Schedules prepared by the Authority; and (3) Exhibits/Schedules prepared by the Grant Recipient.

All of the foregoing are incorporated fully by reference. All exhibits and attachments, and any other documents, Law and papers referred to in this Agreement are hereby incorporated fully by reference as though fully set forth in this Agreement.

27. CONFLICT OF INTEREST:

A. As used in this section:

"Immediate Family" means the spouse and the emancipated children of an individual.

"Interested Party" means:

- (1) The individual executing this Agreement;
- (2) Any individual who has an interest of three percent or more of the Grant Recipient; or
- (3) Any member of the Immediate Family of an individual specified under subdivision (1) or (2).

"Commission" means the State Ethics Commission.

B. The Authority may cancel this Agreement without recourse by Grant Recipient if an Interested Party is an employee of the Authority or the State.

C. The Authority will not exercise its right to cancel this Agreement under this Section if the Grant Recipient gives the Authority an opinion of the Commission indicating that the existence of this Agreement and the employment by the Authority or the State of the Interested Party does not violate any statute or code relating to ethical conduct of employees of the Authority or State employees. The Authority may take action,

including cancellation of this Agreement, consistent with an opinion of the Commission.

- D. The Grant Recipient has an affirmative obligation under this Agreement to disclose to the Authority when an Interested Party is, or becomes, an employee of the Authority or the State. The obligation under this Section extends only to those facts that the Grant Recipient knows or reasonably should know.

28. TERMINATION OF THIS AGREEMENT:

In addition to the termination provisions set forth in other sections of this Agreement, the Authority may also terminate this Agreement upon the occurrence of any one of the following events:

(i) Multi-Term Funding

The Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement. (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.)

(ii) False, Misleading Representations

A finding that any representation or warranty the Grant Recipient made in this Agreement or otherwise is false or misleading in any material respect when made.

(iii) Improper Use of Grant Funds

A finding that Grant Funds were used for a purpose other than Project Activities as provided in this Agreement.

(iv) Failure to Correct Non-Compliance

If the Grant Recipient fails to correct any non-compliance determination made by the Authority within a reasonable time after receiving notice from the Authority that the Grant Recipient and/or its Consultant is not performing or completing the Project Activities in accordance with this Agreement.

(v) Convenience

The Authority determines that termination of the Agreement, or a reduction in the amount of the Grant Funds, is in its best interest and/or the best interest of the State.

If the Authority determines to terminate or cancel this Agreement, the Grant Recipient or the Consultant will be paid for previously unreimbursed Project Activities. Such payment shall be made following receipt by the Authority of required documentation and review by the Authority of the same. Upon termination or cancellation by the Authority and following final payment to the Grant Recipient or the Consultant by the Authority, the Authority shall not be obligated to disburse additional Grant Funds.

29. ASSIGNMENT; SUCCESSORS:

The Grant Recipient shall not assign or subcontract the whole or any part of this Agreement without the Authority's consent. The Grant Recipient may assign its right to receive payments to a third party without the Authority's consent, provided that Grant Recipient gives notice (including evidence of such assignment) to the Authority 30 days in advance of any payment so assigned.

30. EXECUTION; COUNTERPARTS:

Copies of this Agreement may be executed separately by the parties, and once executed by the parties to this Agreement, all such copies taken together shall constitute a single contract. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original for all purposes.

31. NON-COLLUSION; ACCEPTANCE:

The Grant Recipient attests under penalties of perjury that he or she (a) is a contracting party or the representative, agent, member or officer of a contracting party, (b) has not (nor has any other member, employee, representative, agent or officer of such contracting party) directly or indirectly, to the best of his or her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay (and that he or she has not received or paid) any sum of money or other consideration for the execution of this Agreement other than that which may appear upon the face of this Agreement.

[Remainder of Page Left Intentionally Blank]

The parties represent and warrant that they have read and understand the terms of this Agreement, and the parties, by their respective signatures, do thereby agree to the terms of this Agreement as of the Effective Date.

"Grant Recipient"

**Anderson Corporation for
Economic Development**

By 

Jack Harter Board President ACED
PRINTED NAME, TITLE

1-28-14
DATE

ATTEST:

By 

Robert B. Sparks Ex Dir. ACED
PRINTED NAME, TITLE

1-28-14
DATE

"Authority"

Indiana Finance Authority

By 

Kendra W. York, Public Finance
of the State of Indiana

2-10-14
DATE

ATTEST:

By 

James P. McGoff, Dir. of Env. Program
PRINTED NAME, TITLE

2-10-14
DATE

DRAFT DATED 12-10-2013

**MASTER SCHEDULE
TO
IFA FINANCIAL AID AGREEMENT**

"Grant Recipient's Notice Address" shall be:

2701 Enterprise Dr Suite 100
Anderson, IN 46013

"Site(s)" shall include:

On and near the White River in Madison and Delaware counties Indiana,
including areas in Anderson, Chesterfield and Daleville.

Initials:

Grant Recipient's Representative:

Authority's Representative:

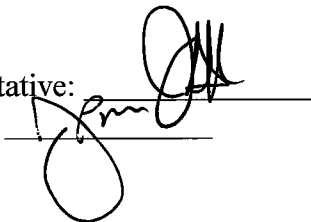
The image shows two handwritten signatures. The top signature is for the Grant Recipient's Representative and is written over a horizontal line. The bottom signature is for the Authority's Representative and is also written over a horizontal line. Both signatures are in black ink and appear to be stylized, cursive-style initials or names.

EXHIBIT A

Authority-approved Scope of Work or Work Plan

SCOPE OF SERVICES Mounds Lake Reservoir

DLZ anticipates that the following additional services shall be performed on a time and materials basis:

1. Yield Analysis

During the preliminary analysis, it was determined that the Anderson Dam can provide a firm yield of 48 MGD with a normal pool elevation of 870 ft and a firm yield of 57 MGD at a pool of 875 ft. Modeling and analysis showed these yield figures can be anticipated 100% of the time based on 62 years of contiguous inflow data for the White River for Water Years 1932-1993. These years included several drought periods.

Additional studies will include the following:

The effect of pool level on yield and reservoir level fluctuations for specified pool levels (maximum of 2 or three). The additional impacts if a specific demand (maximum of 2) is imposed on a daily basis.

The results will be summarized and presented in tables and figures.

COST ESTIMATE THIS TASK: \$22,000.00

2. Social, Environmental, and Regulatory Investigation and Coordination.

Environmental Justice. DLZ will review the 2010 census data and any existing socio-economic mapping for potential Environmental Justice concerns. Socio-economic data will be reviewed to finite levels to determine where populations of minority and/or low income persons may be concentrated and evaluate the impact on these neighborhoods for the various flooding scenarios. From this review DLZ will make an initial determination of impacts.

Archaeology. DLZ will hire a sub-consultant (see Task 2a scope and cost) with expertise in cultural resources that is pre-qualified to initiate coordination with the Indiana Division of Historic Preservation and Archaeology regarding the location of known cultural resource sites and structures within the project area that may be impacted. This effort will involve a records search and characterization of known sites, as well as discussion regarding the level of investigation effort required for each site at a later phase. The extent and relative elevation of the burial grounds at Mounds State Park needs to be confirmed so potential impacts of the proposed reservoir pool elevations can be determined. The sub-consultant will also coordinate with the State Historic Preservation Office (SHPO) to determine requirements in the NEPA clearance phase of the project for any Phase II investigations that may be required.

Social, Economic, and Environmental Resource Investigations. Early coordination will be performed with all relevant Federal agencies regarding social, economic, and environmental (SEE) issues, including U.S. Fish and Wildlife Service (FWS), U.S. Army Corps of Engineers (Corps), U.S. Environmental Protection Agency (EPA), Natural Resource Conservation Service (NRCS), Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Federal Aviation Administration (FAA), and others identified during the project. The level of detail of the resource investigations during this phase will only be to the level needed for DLZ to understand what exists or may exist in the project area and allow for more detailed scoping of future phase resource investigations for the project. Specific resources/issues for which coordination and investigation will occur include, but are not limited to:

- Wetlands and other waters of the United States
- Protected plant and animal species
- Farmlands
- Floodplains
- Forests
- Parks and other public and recreation lands
- Land use
- Air quality and noise
- Terrestrial ecology
- Aquatic ecology
- Hazardous materials
- Cultural resources

Some resources will require more detailed investigation due to the likelihood of impacts of the proposed project, regulatory requirements, and need to understand requirements for future phase investigations and mitigation. FWS will be contacted to begin early coordination for threatened and endangered species within the project area. Of noted concern are five Federally listed mollusks (3 endangered and 2 candidate species) and the endangered Indiana bat. Discussions will include possible field survey requirements for determining whether the species are present in the proposed project area and addressing potential mitigation strategies. All Federal agencies will be contacted requesting comments they have on the project at this early, pre-NEPA stage, known resources under their jurisdiction, potential permitting requirements, and suggested submittals about the project to allow them to make informed decisions. Coordination will also occur with relevant state and local agencies on SEE resources, including Indiana Department of Natural Resources (IDNR), Indiana Department of Environmental Management (IDEM), Indiana Department of Transportation (INDOT), Indiana State Department of Agriculture (ISDA), Indiana Historical Bureau (IHB), and IDNR Division of Historic Preservation and Archaeology.

Agency Coordination. DLZ will begin full coordination with all Federal agencies to determine which would be the lead agency during the NEPA phase (which is assumed to require an Environmental Impact Statement [EIS]) as well as which agencies would be potentially co-lead or cooperating agencies. This will assist in determining what information the lead agency will require from all cooperating agencies as well as establish which agency's regulations/guidelines will need to be followed for the EIS. The lead agency will also assist in identifying other Federal, state, and local agencies and Tribes that may have an interest or role in the proposed action and allow them time to work through roles and prepare any Memoranda of Understanding (MOU). This work is considered early scoping and will not include publication of a Notice of Intent (NOI) for the EIS.

DLZ will coordinate with state agencies with jurisdiction to determine the types of mitigation and potential mitigation sites required to compensate for the impacts associated with habitat loss due to construction of the proposed dam. DLZ will coordinate with Indiana regulatory agency representatives, and it is assumed that the agency personnel will be at a level within the agencies that they can speak for the agency at this phase of the project and keep commitments agreed upon during this phase of the project if the project proceeds to the permitting phase in the future. DLZ will also review fish migration/passage requirements per Indiana statute and determine if it applies to this project. The review will include only a cursory level review of fish passage options, species to consider, and potential benefit to these species if fish passage is provided. This task will also include the collection of data on all county drains within the project area, including which drains have easements controlled by a drainage board and would therefore be ineligible for stream mitigation. DLZ will review the Anderson Airport Layout Plan (ALP) to determine potential impacts to future airport expansion plans and operation of the existing airport. DLZ's coordination efforts will include telephone and e-mail correspondence regarding resources impacted and potential mitigation.

Mitigation Investigation. Following this coordination, DLZ will research potential mitigation sites (primarily for ecological resources consistent with state guidelines) within the agreed upon radius from the project site, assumed to be 10 miles or less. DLZ will review existing information about the potential mitigation sites, including soil surveys, National Wetland Inventory maps, USGS quadrangle maps, aerial photography, and other information readily available or provided by Client or resource agencies. DLZ will identify candidate sites on a map that will be the figure for the final report and provide this to the state agencies and the Client. Sites will be prioritized by Anderson and/or the agencies for field verification by DLZ. Following the identification of candidate sites, field verification of remote sensing information for the agreed upon locations will be performed, over a period not to exceed four (4) days. Sites will be viewed from public rights-of-way or easements. If access

to the property is desired, this will be coordinated and secured from the landowner by Owner. The intent of the field visits is to verify existing conditions such as ground cover, topography, soils, etc. and allow for a determination as to whether the property may be suitable for mitigation of one or more regulated resources. The investigations do not include wetland delineations, T&E surveys, geotechnical investigations, surveying, or other similar work not specifically included in this phase. Following the field visits, DLZ will prepare a report that summarizes the findings of each site and a preliminary ranking of HIGH, MEDIUM, or LOW for its suitability for one or more regulated resource. DLZ will include for each site other items needing further investigation at later phases to verify mitigation suitability. If enough information is available, a summary of the mitigation requirements for each affected resource and an associated cost estimate will also be provided based on DLZ's experience for similar work. The map prepared for the previous report will be updated to include rankings of the sites consistent with the body of the report. If GIS information regarding property ownership, assessed value, parcel lines, etc. is readily available, this information will be included for all properties. DLZ will submit the report to Anderson and the resource agencies for review and comment and provide one round of revisions to the report and map. It is expected that once the resource agencies agree with the findings included in the report that this will be the first step in negotiating the mitigation requirements should the project proceed to the NEPA clearance and/or permitting phase.

Meetings and Coordination. Meetings will be required to obtain information and allow for dialogue with the various agencies. DLZ anticipates that up to four meetings will be required in the Anderson/Indianapolis area. Attempts will be made to maximize meeting efficiency by coordinating each meeting with multiple agencies with similar concerns. Additional coordination is anticipated via telephone, mail, and e-mail correspondence.

Task Deliverable. A summary scoping report will be prepared that includes an explanation of all resource investigations and agency coordination. The report will include a description of the data collection effort, coordination performed, assessment of potential impacts and quantities of impacts to resources, preliminary results of agency coordination, likely mitigation requirements for various resources, additional investigations required at a future phase for various SEE resources, and other information deemed relevant by DLZ. The report will also summarize the results of the cultural resource investigation performed by Ball State University (see Task 2a) and include appropriate figures and tables.

COST ESTIMATE THIS TASK: \$92,200.00 (not including sub fee below)

2a. Cultural Resource Investigation and Scoping (Sub-consultant: Ball State University)

DLZ will coordinate the activities of the sub-consultant from Ball State University (BSU) and assist them to complete their scope of work. The goal of the archaeological investigation for this phase is to perform coordination with the Indiana Division of Historic Preservation and Archaeology and SHPO to identify known sites within the project Area of Potential Effect (APE) and perform a search of existing records to make a determination of what effort will be required for any Phase II investigations that may be required in a later phase. At the conclusion of this phase, it is expected that information will be available to scope the archaeological investigation (Phase I and II) for the NEPA phase and have general understanding and agreement on what will be required. The BSU scope of work by sub-consultant attached as Exhibit A.

COST ESTIMATE THIS TASK: Ball State University: \$29,461.00

3. Geotechnical (Borings at Proposed Dam Site/Reservoir Pool Site)

In order to develop a better understanding of the subsurface conditions that will influence the proposed dam design, construction, and operation, it is proposed that six test borings be drilled at the site in order to acquire preliminary site-specific information. Three of the borings would be drilled along the proposed dam centerline at the bottom of the existing valley. The remaining three borings would be drilled at the bottom of the existing valley, in the area to be inundated by the reservoir pool. For the purposes of the cost estimate, it was assumed that bedrock would be encountered at a depth of 100 feet at each boring location.

Soil and rock samples will be collected from the test borings, and basic laboratory index testing will be performed to help quantify the soil parameters. Final boring logs will be prepared that will assist in beginning to establish the subsurface stratigraphy. A preliminary evaluation of seepage through the foundation of the proposed dam will be performed to help determine if a foundation cutoff wall will be needed. The results will be documented in a brief letter report.

The dam and pool area are expected to intersect several formations of limestone and dolomite bedrock. These bedrock types can be subject to karst formations, in which fractures and joints in the bedrock widen as a result of the dissolution of the bedrock. If bedrock cores indicate the presence of karst features, it will be recommended that future studies include a more in-depth geological investigation in order to evaluate the possible affect of these features on the project. However, costs associated with this more in-depth geological investigation have not been included in this task's cost estimate.

COST ESTIMATE THIS TASK: \$52,600.00

4. I-69 over White River Bridge Raising/ Replacement Feasibility

The proposed project will consist of a preliminary evaluation for the feasibility of raising the grade of I-69 over the White River in Delaware County, Indiana to create the largest potential backwater possible at the structures. The need of such a study is due to a proposed dam planned on the West Fork of the White River east of the City of Anderson. The proposed dam will result in the I-69 twin bridges over the White River to be within the backwater pool of the dam. The proposed profile grade of I-69 will need to provide for a 1-foot of freeboard over the 100-year flood elevation in the backwater pool of the dam. It is estimated that the low chord of the bridges will have to be raised a minimum of 5 ft. It is anticipated that the limits of the study will begin approximately 1,250 feet south of the bridge and end 950 feet north of the bridge for a total length of 2,600 feet including the bridge.

The feasibility study will include the following roadway and bridge items:

Develop a preliminary alignment and profile grade along I-69 that maximizes the grade change at the bridges over the White River. The new profile will be developed using the existing plans for construction of the bridge, Contract Number R-21607. No field survey will be performed for this study. If it is determined that topographic survey is required, it will be considered additional services. Preliminary alignments and profiles will also be developed for SR 67 and SR 32 interchange ramps required to match the grade change along I-69.

Develop a preliminary plan drawing showing limits of the proposed pavement replacement required to raise the grade along I-69 and the ramps for SR 67 and SR 32.

Develop quantity calculations and an order of magnitude cost for raising the roadway.

The feasibility study will investigate replacing the existing bridges with new structures on the same alignment. The replacement structures will have the same lane configuration as the existing and the shoulder widths will be upgraded to current Indiana Design Manual standards. The length of the proposed structures will be based on using the existing structure length and increasing that length by extending the existing 2:1 spill slopes. No hydraulics or economical analysis will be performed. Alternate span configurations will be evaluated to minimize the superstructure depth. An order of magnitude cost will be prepared based on the resulting bridge square footage area.

COST ESTIMATE THIS TASK: \$12,000.00

5. Complete survey of strategic locations affecting pool height

There are items along the proposed pool's edge whose elevations will be critical in establishing baseline costs for the project (i.e. at what level does the Chesterfield wastewater treatment plant need a levee for protection; at what level does the airport runway need a level of protection; at what level are specific sewer lift stations compromised, etc.). A maximum of 5 days of surveying time should be needed to determine the lowest ground elevations around these structures.

COST ESTIMATE THIS TASK: \$5,500.00

6. Evaluate the effect of the Anderson Reservoir on the Chesterfield and Yorktown wastewater treatment plants

Complete a feasibility study to determine the effect of the Anderson Reservoir on the Chesterfield and Yorktown wastewater treatment plants (WWTP). The feasibility study will evaluate the effect of the new pool heights on the WWTP's that will be on the shoreline of the reservoir and no longer discharging to a riverine body. The study will evaluate the effect on the NPDES permits of each WWTP based on meetings with IDEM; evaluate new flood elevations and their effect on the WWTP operation. Once any changes to the discharge limits are identified the study will focus on the operations of each WWTP and their ability to meet the revised limits. If the WWTP cannot meet the revised limits recommendations will be made to add infrastructure to allow them to meet the revised discharge limits along with an associated order of magnitude cost.

COST ESTIMATE THIS TASK: \$ 25,100.00

7. Dam Flood Routing and Costs Estimates

Perform hydraulic routing of the Probable Maximum Flood (PMF) event through the reservoir and dam for two selected pool levels and estimate the spillway/dam configurations required for these pool levels. Complete preliminary estimates of construction costs for the dam/spillway for these two pool levels.

COST ESTIMATE THIS TASK: \$ 28,000.00

8. Final presentation/Progress Meetings

DLZ will complete the final study report with findings and recommendations. Five (5) paper copies and one (1) electronic copy of the report will be provided

to the client. This task will also include up to five meetings with the client (and public if so desired) to provide a final presentation of the study, findings and recommendations. DLZ will also carry out up to three status update meetings during the study.

COST ESTIMATE THIS TASK: \$20,600

Note that the costs listed for the above items are estimates within the overall agreed to tasks. These monies may be shifted within the tasks as required but shall not exceed overall agreement extension amount of \$287,461.00.

Specific design services to be performed for any specific capital improvement project that the City wishes DLZ to complete shall be negotiated separately and shall be executed as Additional Services.

It is presumed that this scope of services will be inserted into a contract document and, therefore, is not intended to be a stand-alone item.



January 10, 2014

Mr. Robert Sparks; Executive Director
Anderson Corporation for Economic Development (CED)
Flagship Enterprise Center
2701 Enterprise Drive; Suite 100
Anderson, Indiana 46013

RE: Environmental Risk Evaluation Services Proposal
Mounds Lake, Phase II of Project Development
Anderson, IN
SESCO Project #4168

SESCO Group (SESCO) is pleased to provide you with this proposal to provide professional and environmental consulting services as it relates to the Mounds Lake project. These services will be rendered as part of, and paid for by, the awarded Indiana Finance Authority (IFA) grant funds.

Environmental Risk Evaluation Objective

In the first phase of the Mounds Lake development process, several properties were identified within and adjacent to the proposed Mounds Lake boundaries, which present potential environmental concerns. These sites will be thoroughly investigated in the next phase of the project (Phase III). Based on the results of these investigations, the Mounds Lake project team will work with key stakeholders to determine the steps necessary to insure the protection of Mounds Lake as a water supply resource for generations to come.

In this phase of the project (Phase II), the objective is to use a risk evaluation based approach to quantify the potential impacts of identified sites with potential environmental concerns. This will be accomplished by using accepted environmental engineering best management practices to develop remediation options, assuming various contaminant level scenarios. To insure protection as a water supply resource, only remediation options providing the highest levels of contaminant removal or destruction will be considered. This approach provides a solid basis for project budgeting efforts while maintaining the utmost concern for public health and welfare.

SESCO will also continue efforts to identify and begin to quantify the risk posed by non-point source water quality impacts to Mounds Lake. There is a substantial body of information available regarding non-point source impacts to the White River from its headwaters to the proposed location of Mounds Lake. All available reports, studies and other information will be compiled and summarized as part of this effort. Additionally, SESCO will continue discussions with various stakeholders who have a role in the protection of water quality in the Upper White River Watershed. A primary goal of these discussions is to identify and prioritize sources that have the greatest impact to water quality upstream of the proposed Mounds Lake location.

Task 1 – Property Owner Discussions

SESCO will attempt to meet with each property owner who owns property, which has been identified as a potential environmental concern to the Mounds Lake project. The property owners will be interviewed in an effort to learn as much as possible about the historic uses of these sites. SESO will provide the property owners with a thorough explanation of the environmental due diligence process and environmental liability issues regarding their properties. SESO will also discuss options regarding financial assistance to address potential environmental concerns. This discussion will include the possibility of utilizing the owner's comprehensive general liability insurance policies as a financial resource to address environmental concerns in the future.

Task 1 Estimated Cost..... \$20,000.00

Task 2 – Sample Wells within the Historic General Motors Monitoring Well Network

Many of the historic General Motors (GM) groundwater monitoring wells are located within the area of interest to the Mounds Lake Project. SESO recommends sampling up to ten (10) of the monitoring wells within the network on a quarterly basis, for a minimum of four (4) quarters. This will allow monitoring of groundwater flow direction and contaminant trends over the course of one (1) year and through different seasons.

The laboratory analysis is intended to reveal and monitor any contaminants that might affect the Mounds Lake project. Therefore, SESO recommends analysis of the following constituents: volatile organic carbons (VOCs), polynuclear aromatic hydrocarbons (PAHs), 13 Priority Pollutant Metals (dissolved) and polychlorinated biphenyls (PCBs). If it appears there is no real concern regarding some of the constituents listed above after the initial sampling event, they may be removed from the sampling plan for future events.

Following each sampling event, SESO will prepare and issue, to the Anderson Corporation for Economic Development (CED) and the IFA, a brief report summarizing the sampling event and results, including tables and figures. If needed, SESO will also hold brief discussions with CED and/or IFA following each sampling event to discuss the results. The initial sampling event will need to include a professional survey of the monitoring well network in order for SESO to create the base site map for future use and determine groundwater flow direction. The survey and development of a site map will be one (1) time fees and have been included in the cost of the initial sampling event discussed below. The following costs are estimates based on analysis of all of the above mentioned constituents during each of the four (4) quarters.

Obtain Off-Site Access \$1,428.00
Initial Sampling & Reporting Event \$14,486.00
Quarterly Sampling & Reporting (Per 3 Remaining Events) \$9,341.00

Task 2 Estimated Cost..... \$43,937.00

Task 3 – Development of Remediation Cost Estimates

SESCO will develop remediation cost estimates for all sites identified that have the potential to adversely impact the Mounds Lake project. A number of sites have already been identified, but if other historic sites are discovered during the investigative phase of this process they will be included as well. Sites have been identified by reviews of all available historic information, interviews with local stakeholders and multiple field surveys of the properties within and adjacent to the proposed Mounds Lake footprint. The remediation cost estimates will be based on current and historic land uses, all available environmental data, knowledge of the contaminants associated with various business/industrial processes, and extensive knowledge regarding the costs of various remediation options. For sites where there is existing data, this information will be used to develop remediation cost estimates. For sites with limited or no data, multiple scenarios from best to worst case will be considered. Also, given the intended future use, the cost estimates will be based on more comprehensive remediation techniques. Specifically, options where contaminated media are removed will be the preferred methods for this effort. The accuracy and precision of the cost estimates for each site will depend on a number of factors related to the amount of available information and the type(s) of contaminants of concern. SESCO's assumptions, level of confidence and other relevant risk related factors will be included within the remediation cost estimate discussion for each site. This overall effort may include a variety of investigative activities, such as owner and past owner interviews, obtaining historic photos or other historic information and the use of environmental industry accepted risk based computer models.

Task 3 Estimated Cost.....\$56,000.00

Task 4 – Compile and Summarize Existing White River Stream Quality Data and Reports

SESCO will compile publicly available information regarding the water quality of the White River and contributing tributaries upstream of the proposed dam location for the Mounds Lake project. This effort will focus on information from in-stream sampling events and reports related to non-point or intermittent sources, such as unpermitted sanitary sewer overflows, combined sewer overflows, stormwater drains and various types of agricultural impacts. An evaluation of the impacts to Mounds Lake from NPDES dischargers, such as municipal wastewater treatment plants, is being conducted by the lead engineering group for the project. SESCO will coordinate our efforts with this group to insure that a holistic approach to water quality concerns is being performed. There is a wealth of historic water quality data from studies performed by local and state entities. There has also been several watershed and sub watershed management plans developed to identify and address sources of contaminant impacts to the upper reaches of the White River.

The compiled information will be evaluated and a summary report will be prepared regarding the overall findings from the historic body of stream quality data and watershed management plans. This information will be used as a basis to compile and prioritize a list of projects that could be performed to improve water quality in the White River upstream of the Mounds Lake project.

SESCO will coordinate with upstream groups including local municipalities, soil and water conservation districts and interested educational and not-for-profit entities to collect and integrate their comments and concerns into the summary report.

Task 4 Estimated Cost.....\$12,500.00

Task 5 – Stakeholder Communication and Public Relations

SESCO will present the findings of **Tasks 1** through **4** at various public meetings. The presentation prepared for these meetings will be developed as a stand alone document suitable to include within a website or other medium. SESCO will make senior staff available to discuss the results and findings of our efforts with individuals or groups that may have specific concerns. SESCO will also prepare a final Mounds Lake Phase II report of all findings from **Tasks 1** through **4**, suitable for public review. As part of this report, an executive summary will be prepared, which will be suitable to include within various brochures, websites or social media outlets.

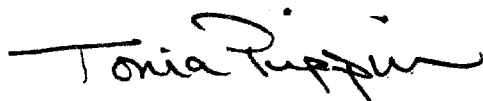
Task 5 Estimated Cost..... \$15,000.00

SUMMARY

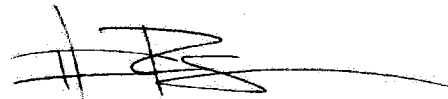
The total estimated cost to perform the proposed scope-of-work is approximately **\$147,437.00**. The funding of this agreement is from the State Revolving Loan Fund Supplemental grant and CED's responsibility is limited to the reimbursement from the State of Indiana under the terms of the Supplemental grant.

We hope this proposal meets your needs and appreciate the opportunity to work with CED on this project. If you have any questions or concerns, please feel free to contact me at (317) 347-9590 ext. 26 or tpippin@sescogroup.com.

Sincerely,



Tonia Pippin
Account Executive/Project Manager
SESCO Group



Darren Reese
Chief Executive Officer
SESCO Group

Exhibit A

Scope of Services – Mounds Lake Project

The Service Provider shall provide the following baseline assessment and related services:

1. Create a baseline financial projection model and assessment of the Mounds Lake Project.
 - a. During planning, land acquisition & construction phase (5-7 year est. time period)
 - b. Post-construction (15 year projection – 22 year total projection)
 - c. Identify maintenance & replacement costs over life of depreciable assets
 - d. \$400 M total estimated cost funded by mix of Grants & Tax-Exempt Debt
 - e. Consideration of EB-5 funding during construction phase
 - f. Assumes quasi-municipal governmental ownership (Council of Governments)
2. Analyze taxpayer parcel information in affected areas.
 - a. Determine impact of NAV loss & related property tax loss by each taxing unit
 - b. Quantify assumptions for potential NAV gains by each taxing unit
3. Quantify potential property tax revenue shortfalls and impact on operating costs
 - a. Temporary decline in NAV will increase circuit breaker losses
 - b. Identify means of “gap” funding during the construction period
 - c. Consideration of EB-5 for gap shortfall funding
4. Create projection model for potential new revenue streams
 - a. Standby Raw Water Sales (drought protection) / Operations
 - b. Wholesale Sales (Raw & Finished Water) / Operations
 - c. Retail Water Sales / Operations
 - d. Bottled Water Sales / Operations
 - e. Hydro-power applications in Water Production Operations
 - f. Hydro-power Sales Opportunities – National Grid (IMPA)
 - g. Boat dock rental / sales – Parks & Recreation
 - h. Boat launch fees – Parks & Recreation

Additional services beyond baseline assessment will consist of:

- a. Ideas for further consideration of Hydro-power applications and regulatory issues.
- b. Assist with providing other additional services such as preparing variations and revisions to the financial model, strategic planning, meetings and consultations with working group.

Note: All parties understand that the Provider is not responsible for, nor is the Provider vouching for, the achievability of the assumptions underlying the above-noted projections. Events and circumstances do not always occur as anticipated. Variations from the projections are likely and the variations may be material.

The Provider will, to the best of their abilities, attempt to aggregate data provided from a number of independent resources (including local, state & federal government officials, consulting engineers, and other resources) in an effort to determine the financial viability of the proposed Reservoir Project. Specifically, the purpose of this engagement is to determine the extent to which enterprise operations can sustain the cost of operation & maintenance, debt service, reserves and ongoing replacements & improvements after initial construction of the reservoir, water treatment facilities, and other related infrastructure requirements. It is anticipated that there will be federal and/or state grant components to the ultimate funding mix. However, this study will analyze the ability of the joint governmental entity that will own and operate the facilities to financially support the front end financing requirements that are anticipated to amount to approximately \$400 million.

Estimated Fee Range

Monthly invoices will be rendered for professional services based upon hourly time charges and out of pocket expenses. Hourly time charges will fall within a range of \$85 to \$185 per hour, depending upon the level of experience necessary for the various tasks to be performed.

- Baseline Assessment and Preliminary Financial Modeling Fee Authorization: Up to \$30,000
- Additional Services will be provided upon request at the hourly billing rates noted above after prior authorization by IFA and Anderson Corporation for Economic Development

Disclosure of Subcontractor Relationship with Mr. James Steele

O. W. Krohn & Associates, LLP has entered into a subcontractor relationship with Mr. James Steele, long-time resident and former City Controller for City of Anderson, due to his unique qualifications and knowledge of local tax and financial matters. Mr. Steele brings a wealth of knowledge that is anticipated to bring a high degree of accuracy and credibility to the financial projections that are to be prepared pursuant to this engagement. Mr. Steele, and O. W. Krohn & Associates, LLP, want to make sure that this relationship is fully disclosed, along with the fact that Mr. Steele's personal residence is located adjacent to the proposed Mounds Lake Project. Mr. Steele acquired this property in 1977. While the location of Mr. Steele's residence is coincidental in nature and played absolutely no role in the independent engineering studies and the resulting preliminary determination of the land area best suited for the Mounds Lake Project, we are making this disclosure so that all parties to this agreement are aware of these facts and circumstances.

Exhibit A

CED's Scope of Services – Mounds Lake Project

The Service Provider shall provide the following baseline assessment and related services:

Foster a community discussion with:

- 1) Public speaking events, social and traditional media
- 2) Private speaking opportunities with stakeholders
- 3) Create and lead four Community Impact/Visioning Forums

Continued governmental outreach with:

- 1) Local and State elected officials
- 2) Federal elected officials
- 3) State and Federal agencies

Additional focus:

Manage the three contracted areas for Phase II of the Mounds Lake Project IFA grant:

- 1) Engineering
- 2) Environmental
- 3) Financial Feasibility

Legal support for advancing the Mound Lake Project.

The Provider will, to the best of their abilities, attempt to manage the three areas of project scope to develop the most reliable data possible for the communities impacted by the Mounds Lake Project, clearly communicating the data back to the communities, stakeholders throughout Central Indiana as well as state and federal agencies.

CED will develop, contract and conduct four Community Impact/Visioning Forums to share the gathered information from this Phase II study with the impacted communities and receive feedback from the community that will be summarized and reported back to stakeholders.

Estimated Fee Range

-\$135,102.

Monthly invoices will be rendered for professional services based upon hourly time charges and direct pass through from service/vendor provider. Hourly time charges from CED will fall within a range of \$30 to \$150 per hour, depending upon the level of experience necessary for the

various tasks to be performed. Service provider to CED related to Mounds Lake project will be billed at cost. The scope is to be completed within the calendar year 2014.

EXHIBIT B

Consultant Supplement

The undersigned, DLZ Indiana, LLC (the "Consultant"), understands that its bid for Project Activities has been selected by the Beneficiary (as set forth below), as the Awarding Party, and it agrees to perform the Project Activities and obligations of the "Consultant" with respect thereto under the IFA Agreement ("Agreement"), by and among the Indiana Finance Authority ("Authority") and the Beneficiary, upon approval (as set forth below) of this Consultant Supplement by the Authority. Such Consultant shall be obligated as a party to the Agreement as if the Consultant had entered into this Agreement with the Authority and the Beneficiary on and as of the Effective Date as set forth therein. The Consultant represents and warrants to the Authority and the Beneficiary that it is capable and qualified to undertake and complete all Project Activities and obligations of the "Consultant" under the Agreement. Capitalized terms not defined in this Consultant Supplement shall be ascribed the meanings set forth in the Agreement. The Consultant represents that it has read and understands the terms of the Agreement, and by its signature, does thereby agree to the terms of the Agreement as of the Effective Date.

"Consultant"

DLZ Indiana, LLC
By V.V. Rajadhyaksha
Vikram V. Rajadhyaksha, CEO
PRINTED NAME, TITLE

"Consultant's Notice Address"

Brian Glaze, President
DLZ Indiana, LLC
157 E. Maryland St.
Indianapolis, IN 46204

ATTEST:

By Brian Glaze
BRIAN GLAZE, PRESIDENT
PRINTED NAME, TITLE

11/29/14
DATE

Selected and Awarded By the Awarding Party:

"Beneficiary"

Anderson Corporation for
Economic Development

By Jack D. Harter
JACK D. HARTER, BOARD PRESIDENT
PRINTED NAME, TITLE

1-28-14
DATE

Approved By:

"Authority"

Indiana Finance Authority

By James P. McGuff
JAMES P. MCGUFF, Dir. of Econ. Program
PRINTED NAME, TITLE

2-10-14
DATE

EXHIBIT B
Consultant Supplement

The undersigned, New SESCO, Inc. (dba SESCO Group) (herein referred to as the "Consultant"), understands that its bid for Project Activities has been selected by the Grant Recipient (as set forth below), as the Awarding Party, and it agrees to perform the Project Activities and obligations of the "Consultant" with respect thereto under the Financial Aid Agreement ("Agreement"), by and between the Indiana Finance Authority ("Authority") and the Grant Recipient, upon approval (as set forth below) of this Consultant Supplement by the Authority. Such Consultant shall be obligated as a party to the Agreement as if the Consultant had entered into this Agreement with the Authority and the Grant Recipient on and as of the Effective Date as set forth therein. The Consultant represents and warrants to the Authority and the Grant Recipient that it is capable and qualified to undertake and complete all Project Activities and obligations of the "Consultant" under the Agreement. Capitalized terms not defined in this Consultant Supplement shall be ascribed the meanings set forth in the Agreement. The Consultant represents that it has read and understands the terms of the Agreement, and by its signature, does thereby agree to the terms of the Agreement as of the Effective Date.

"Consultant"

New SESCO, Inc.

By

DARREN REESE, CEO

PRINTED NAME, TITLE

"Consultant's Notice Address"

1426 W. 29th Street
Indianapolis, IN

46208

ATTEST:

By

Allie Brown, Business Dev. Specialist

PRINTED NAME, TITLE

1/8/13

DATE

Selected and Awarded By the Awarding Party:

Approved By:

"Grant Recipient"

Anderson Corporation for
Economic Development

By

JACK D. HARPER, BOARD PRESIDENT

PRINTED NAME, TITLE

1-28-14

DATE

"Authority"

Indiana Finance Authority

By

JAMES P. MCGOFF, D. of Econ Programs

PRINTED NAME, TITLE

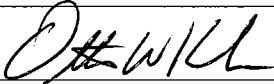
2-10-14

DATE

EXHIBIT B
Consultant Supplement


The undersigned, OW KROHN (the "Consultant"), understands that its bid for Project Activities has been selected by the Grant Recipient (as set forth below), as the Awarding Party, and it agrees to perform the Project Activities and obligations of the "Consultant" with respect thereto under the Financial Aid Agreement ("Agreement"), by and between the Indiana Finance Authority ("Authority") and the Grant Recipient, upon approval (as set forth below) of this Consultant Supplement by the Authority. Such Consultant shall be obligated as a party to the Agreement as if the Consultant had entered into this Agreement with the Authority and the Grant Recipient on and as of the Effective Date as set forth therein. The Consultant represents and warrants to the Authority and the Grant Recipient that it is capable and qualified to undertake and complete all Project Activities and obligations of the "Consultant" under the Agreement. Capitalized terms not defined in this Consultant Supplement shall be ascribed the meanings set forth in the Agreement. The Consultant represents that it has read and understands the terms of the Agreement, and by its signature, does thereby agree to the terms of the Agreement as of the Effective Date.

"Consultant"

By 
OTTO W Krohn, Exec. Partner
PRINTED NAME, TITLE

"Consultant's Notice Address"

231 E MAIN ST
WESTFIELD, IN 46074

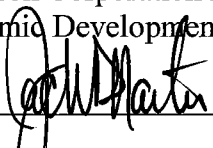
ATTEST
By 
ROBERT B. SPARKS Ex Dir. ACEO
PRINTED NAME, TITLE

1-28-14
DATE

Selected and Awarded By the Awarding Party:

"Grant Recipient"

Anderson Corporation for
Economic Development

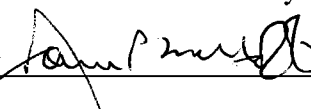
By 
Jack Hatter Board President
PRINTED NAME, TITLE

1-28-14
DATE

Approved By:

"Authority"

Indiana Finance Authority

By 
JAMES P. MCGUFF, Dir. of Econ. Program
PRINTED NAME, TITLE

2-10-14
DATE

EXHIBIT C

Consent from Property Owner (if required)

Temporary

Right-of-Entry for Subsurface Exploration

I, Liberty Christian School, hereinafter known as the Grantor, do hereby grant to DLZ Indiana, Inc., hereinafter known as the Company, a temporary right-of-entry upon, or across, the property which I own or in which I have an interest located in the Township/Village/City of Anderson, County of Madison, State of Indiana. Said right-of-entry shall be in effect from January 22, 2014 until February 28, 2014.

The Company will take reasonable precautions to minimize damage to the site during drilling operations. However, it is understood by the Grantor that in the normal course of work some minimal damage may occur. The Company agrees to be responsible for damage arising from the activity of the Company, its officers, employees, or representatives on said property, in the exercise of rights under this right-of-entry, either by repairing such damage or, at the option of the Company, by making a reasonable settlement with the Grantor in lieu thereof.

Grantor: Liberty Christian School

By:

Debra Lynn Staley
Signature/Title

1/17/14
Date

Witness:

Glacie Sudo
Signature

1/17/14
Date

Temporary

Right-of-Entry for Subsurface Exploration

I, J. MICHAEL PHILLIPS, hereinafter known as the Grantor, do hereby grant to DLZ Indiana, Inc., hereinafter known as the Company, a temporary right-of-entry upon, or across, the property which I own or in which I have an interest located in the Township/Village/City of UNION, County of MADISON, State of Indiana. Said right-of-entry shall be in effect from NOW until MAR 1.

The Company will take reasonable precautions to minimize damage to the site during drilling operations. However, it is understood by the Grantor that in the normal course of work some minimal damage may occur. The Company agrees to be responsible for damage arising from the activity of the Company, its officers, employees, or representatives on said property, in the exercise of rights under this right-of-entry, either by repairing such damage or, at the option of the Company, by making a reasonable settlement with the Grantor in lieu thereof.

Grantor: J. Michael Phillips 1-24-2014
Signature Date

Witness: Deborah Annem 1-24-14
Signature Date

EXHIBIT D

Payment Guidelines

General

The following general items apply to all disbursements subject to this Agreement:

- Request for payments should not be submitted until the applicable grant conditions, if any, have been satisfied.
- Payment will be made only to reimburse expenses related to activities approved by the Authority and included in the Agreement. Invoices and back up documentation are required.
- Satisfactory documentation of compliance with the competitive bidding requirements must be submitted to the Authority before disbursements using Grant Funds will be made. The Grant Recipient must follow Indiana Code (IC) 5-16-11.1 and IC 36-1-12 (as if such provisions were applicable by reason of the Grant Recipient being a public entity) when procuring services to be reimbursed with or paid for using Grant Funds.

Eligible Costs

Costs for performing the Scope of Work or Work Plan set forth in the Agreement are eligible for reimbursement. Other important items related to eligible expenses include:

- Maximum "mark up" on all subcontractor work and rental equipment is 10%.
- Travel and lodging costs will be paid in accordance with state policy and rates. The current instate lodging rate is \$89/night plus applicable taxes for all areas of the state *except* Indianapolis, which is \$97/night plus applicable taxes. The state mileage reimbursement rate is \$0.44/mile.

Ineligible Costs

The following costs are ineligible for reimbursement unless **approved in writing in advance** by the Authority:

- Per diem/meal allowance.
- Costs not included / anticipated in the approved Scope of Work or Work Plan

Process

Requests for payment should be submitted and should be accompanied by all required supporting documentation.

- Submit all invoices for each eligible cost that you are submitting for reimbursement. Invoices should contain a detailed explanation of the work performed. They should identify the nature of the services and/or materials provided, the amount charged for the services and/or materials, the identity of the provider, and the dates on which the services and/or materials were provided. If an invoice identifies subcontractor costs, include a copy of the subcontractor's invoice. **The Authority reserves the right to request additional information about any payment request.**
- **Payment** will be triggered by the satisfactory completion of the activities outlined in the payment request and completion reports documenting the activity.