

**EXECUTIVE DOCUMENT SUMMARY**

Instructions for completing the EDS and the Contract process.

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

1. EDS Number: A281-3-IPF-1016	2. Date prepared: 5/19/2022
--	---------------------------------------

3. CONTRACTS & LEASES	
<input type="checkbox"/> Professional/Personal Services	<input type="checkbox"/> Contract for procured Services
<input type="checkbox"/> Grant	<input type="checkbox"/> Maintenance
<input type="checkbox"/> Lease	<input type="checkbox"/> License Agreement
<input type="checkbox"/> Attorney	<input checked="" type="checkbox"/> Amendment # <u>1</u>
<input type="checkbox"/> MOU	<input type="checkbox"/> Renewal # _____
<input type="checkbox"/> QPA	<input checked="" type="checkbox"/> Other <u>ADDENDUM</u>

FISCAL INFORMATION	
4. Account Number: 48340-52299.531039	5. Account Name: IPF
6. Total amount this action: \$914,185.00	7. New contract total: \$10,203,116.00
8. Revenue generated this action: \$0.00	9. Revenue generated total contract: \$0.00
10. New total amount for each fiscal year: Year 2023 \$ 10,203,116.00 Year _____ \$ _____ Year _____ \$ _____ Year _____ \$ _____ Year _____ \$ _____	

TIME PERIOD COVERED IN THIS EDS	
11. From (month, day, year): 11/16/2022	12. To (month, day, year): 12/31/2023
13. Method of source selection: <input type="checkbox"/> Bid/Quotation <input type="checkbox"/> Emergency <input checked="" type="checkbox"/> Negotiated <input type="checkbox"/> RFP # _____ <input type="checkbox"/> Other (<i>specify</i>) _____ <input type="checkbox"/> Special Procurement	

AGENCY INFORMATION	
14. Name of agency: Economic Development Corp	15. Requisition Number: 00000010062
16. Address: IN Economic Development Corp Capitol Office, 1 N CAPITOL AVE STE 700 INDIANAPOLIS, IN 46204	

AGENCY CONTACT INFORMATION	
17. Name: Glenda Reitz-May	18. Telephone #: 317.447.2617
19. E-mail address greitz@iedc.in.gov	

COURIER INFORMATION	
20. Name: Glenda Reitz-May	21. Telephone #: 317.447.2617
22. E-mail address: greitz@iedc.in.gov	

VENDOR INFORMATION	
23. Vendor ID Number: 0000412748	
24. Name: Black & Veatch Corporation	25. Telephone
26. Address: 8415 Allison Pointe Blvd, Sute 410 Indianapolis, IN 46250	
27. E-mail address:	
28. Is the vendor registered with the Secretary of State? (<i>Out of State Corporations, must be registered</i>) <input type="checkbox"/> Yes <input type="checkbox"/> No	

29. Primary Vendor: M/WBE/IN-Veteran Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No IN-Veteran: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	30. Primary Vendor Percentages: 100 %
31. Sub Vendor: M/WBE/IN-Veteran Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No IN-Veteran: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	32. If yes, list the %: Minority: _____ % Women: _____ % IN-Veteran: _____ %
33. Is there Renewal Language in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	34. Is there a "Termination for Convenience" clause in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

35. Will the attached document involve data processing or telecommunications systems(s)?	<input type="checkbox"/> Yes: IOT or Delegate has signed off on contract
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36. Statutory Authority <i>(cite applicable Indiana or Federal Codes)</i> : IC 5-28-5-12 and IC 5-28-6-1
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37. Description of work and justification for spending money. (<i>Please give a brief description of the scope of work included in this agreement.</i>) The Indiana Economic Development Corporation is implementing the Indiana Limitless Exploration / Advanced Pace (LEAP) District located in and around Lebanon, Indiana. Black & Veatch has been selected to provide program management of the water and wastewater infrastructure program. The Program will convey raw water from a series of collector wells and pump stations located adjacent to the Wabash River for conveyance, treatment, and storage at the LEAP District. The Program will also include a proposed wastewater treatment plant to accept flow from the LEAP District. Wastewater will be treated and the effluent will be conveyed to the Eagle Creek Reservoir through a pipeline and series of pump stations. The Program area generally extends along the I-65 corridor northwest of Indianapolis.

38. Justification of vendor selection and determination of price reasonableness s Project# 424221
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39. If this contract is submitted late, please explain why: (<i>Required if more than 30 days late.</i>)
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40. Agency fiscal officer or approval authority <i>Robert J. Paglia</i>	41. Date Approved May 24, 2023	42. Budget agency approval <i>Joseph M. Harty</i>	43. Date Approved May 30, 2023
44. Attorney General's Office approval	45. Date Approved	46. Agency representative receiving from AG	47. Date Approved

FIRST AMENDMENT

This Amendment (the "**First Amendment**") to the Agreement between the **INDIANA ECONOMIC DEVELOPMENT CORPORATION** (the "**IEDC**") and **BLACK & VEATCH** (the "**Contractor**").

RECITALS

WHEREAS, the IEDC and the Contractor previously entered into that certain Addendum, which commenced on January 1st, 2023 (the "**Original Agreement**");

WHEREAS, the IEDC and the Contractor desire to amend the Original Agreement's term and consideration so that the Contractor may provide the IEDC with additional services;

WHEREAS, the Original Agreement and this First Amendment shall hereinafter be referred to collectively as the "**Agreement**"; and

NOW, THEREFORE, in consideration of the above recitals and the mutual promises, obligations, and stipulations contained in this Agreement, the parties hereby agree as follows:

EFFECTIVE DATE

1. This First Amendment shall take effect on May 10, 2023 ("**Effective Date**").

AMENDMENT

2. Paragraph 3(A) of the Agreement is deleted and replaced in its entirety with the following:

3. CONSIDERATION

(A) All services performed by the Contractor under this Agreement must be authorized by the IEDC and consistent with the description set forth in the **Form Contract** and **Exhibit A**. For the services provided hereunder, the Contractor shall be compensated in accordance with the budget, as more particularly described in the **Form Contract** and **Exhibit A**. Total remuneration under this Agreement shall not exceed **\$10,203,116** (the "**Agreement Amount**").

3. The attached Exhibit A is attached and incorporated herein and attached hereto.
4. The parties hereby agree that all other unamended terms and conditions set forth in the Agreement shall remain the same and shall remain in full force and effect following the Effective Date. All benefits, rights, obligations and responsibilities of the parties under the Agreement shall transfer and operate under this First Amendment and shall be construed and shall function as if the Agreement had remained in effect continuously but with the Amendment of the terms contained in this First Amendment.

IN WITNESS WHEREOF, the Contractor and the IEDC have, through duly authorized representatives, entered into this First Amendment. The Parties, having read and understand the foregoing terms of this First Amendment, do by their respective signatures dated below hereby agree to the terms thereof.

BLACK & VEATCH



Signature

Adam Westermann
Associate Vice President and Client Director

Printed Name and Position/Title

Date: _____ May 12, 2023 _____

INDIANA ECONOMIC DEVELOPMENT CORPORATION, INC.

David Rosenberg, Chief Operating Officer

(Digital Signature Stamp Below)



5.18.2023

STATE BUDGET AGENCY



_____ **on Behalf of**

Zachary Q. Jackson, Director

Date: _____ May 30, 2023 _____

**AMENDMENT NO. 1 TO
AGREEMENT FOR ENGINEERING SERVICES
DATED 01/11/2023 BETWEEN INDIANA ECONOMIC DEVELOPMENT CORPORATION
("OWNER") AND BLACK & VEATCH CORPORATION ("ENGINEER")**

**SCOPE OF SERVICES AND COMPENSATION
LEAP DISTRICT WATER AND WASTEWATER INFRASTRUCTURE PROGRAM
MANAGEMENT
("PROGRAM")**

The following Tasks are added or modified to the Limitless Exploration / Advanced Pace (LEAP) District Water and Wastewater Infrastructure Program Management scope of services in order to incorporate the effluent pipeline from the wastewater treatment plant. Except to the extent modified herein, all terms and conditions of the Professional Services Agreement shall continue in full force and effect.

Task 101 – Program Management

Expand the original scope of services to incorporate the effluent pipeline from the wastewater treatment plant.

Task 102 – Data Collection, Review, and Analysis

Expand the original scope of services to incorporate the effluent pipeline from the wastewater treatment plant.

Task 109 – Program Meetings

Provide two additional permitting, approval agencies, and local government in-person meetings, for a total of five.

Task 110 – Program Memoranda

Water Resource Evaluation Technical Memorandum: Supplement the previous planned to be completed Water Resource Evaluation Technical Memorandum to assess impacts of proposed wastewater treatment plant effluent, overall watershed impacts, and regulatory considerations to an alternate receiving stream. Engineer will evaluate potential receiving stream antidegradation issues for treated wastewater discharged from the new treatment facility.

Task 111 – Preliminary Engineering Management, Coordination and Oversight

The following shall be added to the pre-selected subconsultants' deliverables:

Pipelines

- Pipe Sizing and Alignment Alternatives Technical Memorandum: Evaluate up to three alignment alternative routes for wastewater discharge pipelines from the LEAP site to a suitable receiving stream. Evaluate sizing of wastewater discharge pipelines based on required capacities.
- Pipe Material Alternatives Technical Memorandum: Evaluate alternatives for wastewater discharge pipe materials, factoring in material availability and cost by discussing with material suppliers and contractors.
- Pipe Installation Alternatives Technical Memorandum: Evaluate methods of installation of the wastewater discharge pipelines, including open cut versus trenchless.
- Environmental Impacts Technical Memorandum: Conduct a records review for potential environmental impacts for the preferred wastewater discharge pipeline. The impacts may include steep slopes, stream/river crossing or stream buffer, floodplain and wetland or wetland buffer encroachment, surface water and groundwater pollution, groundwater withdrawal, air and noise pollution, sedimentation and erosion, historical or archaeological sites, and possible impacts to wildlife. A summary of anticipated permits will also be provided in a table format with the agency name and contact, type of permit or approval required, and anticipated durations for review and approval.
- Utility Coordination Technical Memorandum: Summarize utility coordination items requiring additional investigation or additional property acquisition to accommodate utility relocation.
- Mapbook Drawings: Develop 11-inch x 17-inch maps of the wastewater discharge pipeline alignments on an aerial background, including known existing utilities and property information.
- Land Acquisition Plan: Identify parcels anticipated to be impacted by the preferred wastewater discharge pipeline alignment, with property owner information and a planning-level summary of anticipated land acquisition.
- Opinion of Probable Construction Cost (OPCC) and Preliminary Project Schedule: Develop a Class 5 OPCC of the wastewater discharge pipeline preferred alignment in accordance with the Association of Cost Engineering (AACE) International Recommended Practice 18R-97. Provide a preliminary project schedule that supports a construction period of 36 to 48 months, considering appropriate construction methods and material lead times.

Pump Stations

- Preliminary Hydraulic and Surge Analysis Technical Memorandum: Conduct hydraulic analyses of the wastewater pipeline to convey effluent flow from the proposed LEAP WWTP to a single discharge location.

- Preliminary Pump Station Alternatives Technical Memorandum: Utilizing the results from the steady-state hydraulic analysis and in coordination with the Pipelines pre-selected subconsultant, pump station alternatives will be developed for the wastewater discharge pipeline. The pump station alternatives will consider the following: pump type and sizing, coordination with pump manufacturers, materials of construction, general system layout and configuration, valve selection and layout, instrumentation and system controls, general building layout, and storage requirements.
- Preliminary Pump Station Siting and Layout Technical Memorandum: A potential site will be identified for each pump station along the wastewater discharge pipeline. A layout of each site will be provided considering service roads for maintenance, power supply and other site utilities, and emergency standby power.
- Land Acquisition Plan: Identify parcels anticipated to be impacted by the siting of the proposed pump stations, including property owner information and a planning-level summary of anticipated land acquisition.
- OPCC and Preliminary Project Schedule: Develop a Class 5 OPCC of the pump stations in accordance with the AACE International Recommended Practice 18R-97. Provide a preliminary project schedule that supports a construction period of 36 to 48 months, considering appropriate construction methods and material lead times.

Task 112 – Preliminary Program Schedule and Opinion of Probable Program Cost

Expand the original scope of services to incorporate the effluent pipeline from the wastewater treatment plant.

SCHEDULE

Engineer will complete the additional services as indicated herein. This schedule is based on receiving prompt review and approvals from the Owner (one-week per review is included). A Notice-To-Proceed (NTP) is anticipated on March 27, 2023. Days referenced herein shall be calendar days unless otherwise specified. If the NTP is not received as anticipated, then the submittal dates shall be adjusted day for day until notice is received.

Task	Milestone
Draft Preliminary Engineering Memoranda	June 2023
Preliminary Program Schedule and Opinion of Cost	July 2023
Final Preliminary Engineering Memoranda	July 2023
Final Preliminary Engineering Memoranda Report and Conceptual Drawings	August 2023

COMPENSATION

Compensation for Services performed under this Amendment will be billed on an hourly and expense basis with a not-to-exceed engineering fee of \$914,725.

IN WITNESS WHEREOF, Owner and Engineer have executed this Amendment.

Indiana Economic Development Corporation

Black & Veatch Corporation

OWNER

ENGINEER

By  _____

By  _____

Printed Name: David Rosenberg

Printed Name: Adam Westermann P.E.

Title: Chief Operating Officer

Title: Associate Vice President

Date 5.10.2023

Date March 23, 2023

**Indiana Economic Development Corporation
LEAP Water and Wastewater Infrastructure
Program Management
Effluent Pipeline
Fee Estimate**

WORK TASKS	Program Director	Program Manager	Deputy Program Manager	Technical Specialist	Sr. Engineer	Engineering Manager	Scheduler	Cost Estimator	Geotechnical Engineer / Hydrogeologist	Project Engineer	Staff Engineer	Program Assistant	Labor and Expenses		Subcontractors	Subcontractant Fee	Total Labor, Expenses and Subcontractants	
													HOURS	LABOR				EXPENSES
PHASE 1 - PROGRAM MANAGEMENT, ADMINISTRATION AND COORDINATION																		
Task 101 - Program Management	\$350	\$295	\$275	\$325	\$275	\$215	\$215	\$215	\$245	\$175	\$135	\$110					\$36,240	
Task 102 - Data Collection, Review, and Analysis	24	40	20									40		\$30,100	\$6,140		\$36,240	
Task 103 - Program Management Plan		8	16		20							4		\$12,700			\$12,700	
Task 104 - Project Management Information System																		
Task 105 - Program Control and Reporting																		
Task 106 - Monthly Invoicing and Progress Reports																		
Task 107 - Communication Plan																		
Task 108 - Risk Management Plan																		
Task 109 - Program Meetings		20	16	8	8	8			8			12		\$20,100	\$4,620		\$24,720	
Task 110 - Program Memoranda		48	36	40	80	40			20	80	40	12		\$89,760			\$89,760	
Task 111 - Preliminary Engineering Management, Coordination and Oversight		8	80	32	20	20			16	20		12		\$53,300			\$53,300	
Task 112 - Preliminary Program Schedule and Opinion of Probable Program Cost	8	24	24				24	16				8		\$25,860		\$258,800	\$318,150	
Task 113 - Over Directed Allowance																	\$25,860	
TOTAL PHASE 1 - PROGRAM MANAGEMENT, ADMINISTRATION AND COORDINATION	32	148	192	80	128	68	24	16	44	80	40	88		\$251,940	\$10,980	\$292,800	\$318,150	\$914,725











Black & Veatch (Addendum) (Amend1) (424221) expire 12.31.23

Final Audit Report

2023-05-30

Created:	2023-05-19
By:	Glenda Reitz 7EE (GReitz@iedc.IN.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOv7mh-jUnQpIDmo3MEdqW9nbXahRh-PH

"Black & Veatch (Addendum) (Amend1) (424221) expire 12.31.23" History

-  Document created by Glenda Reitz 7EE (GReitz@iedc.IN.gov)
2023-05-19 - 4:22:57 PM GMT
-  Document emailed to rpaglia@iedc.in.gov for signature
2023-05-19 - 4:23:03 PM GMT
-  Email viewed by rpaglia@iedc.in.gov
2023-05-24 - 3:08:16 PM GMT
-  Signer rpaglia@iedc.in.gov entered name at signing as Robert J. Paglia
2023-05-24 - 3:09:25 PM GMT
-  Document e-signed by Robert J. Paglia (rpaglia@iedc.in.gov)
Signature Date: 2023-05-24 - 3:09:27 PM GMT - Time Source: server
-  Document emailed to jhenderson3@sba.in.gov for signature
2023-05-24 - 3:09:29 PM GMT
-  Document signing delegated to Joe Habig 4MM (johabig@sba.in.gov) by jhenderson3@sba.in.gov
2023-05-25 - 1:13:35 PM GMT
-  Document emailed to Joe Habig 4MM (johabig@sba.in.gov) for signature
2023-05-25 - 1:13:36 PM GMT
-  Email viewed by Joe Habig 4MM (johabig@sba.in.gov)
2023-05-30 - 12:38:33 PM GMT
-  Document e-signed by Joe Habig 4MM (johabig@sba.in.gov)
Signature Date: 2023-05-30 - 12:39:02 PM GMT - Time Source: server

✔ Agreement completed.

2023-05-30 - 12:39:02 PM GMT

**EXECUTIVE DOCUMENT SUMMARY**

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1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

1. EDS Number: A281-3-IPF-1016	2. Date prepared: 1/11/2022
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3. CONTRACTS & LEASES

<input type="checkbox"/> Professional/Personal Services	<input type="checkbox"/> Contract for procured Services
<input type="checkbox"/> Grant	<input type="checkbox"/> Maintenance
<input type="checkbox"/> Lease	<input type="checkbox"/> License Agreement
<input type="checkbox"/> Attorney	<input type="checkbox"/> Amendment # _____
<input type="checkbox"/> MOU	<input type="checkbox"/> Renewal # _____
<input type="checkbox"/> QPA	<input checked="" type="checkbox"/> Other <u>ADDENDUM</u>

FISCAL INFORMATION

4. Account Number: 48340-52299.531039	5. Account Name: IPF
6. Total amount this action: \$9,288,391.00	7. New contract total: \$9,288,931.00
8. Revenue generated this action: \$0.00	9. Revenue generated total contract: \$0.00

10. New total amount for each fiscal year:

Year **2023** \$ **9,288,391.00**

Year _____ \$ _____

Year _____ \$ _____

Year _____ \$ _____

Year _____ \$ _____

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): 11/16/2022	12. To (month, day, year): 12/31/2023
13. Method of source selection: <input type="checkbox"/> Bid/Quotation <input type="checkbox"/> Emergency <input checked="" type="checkbox"/> Negotiated <input type="checkbox"/> RFP # _____ <input type="checkbox"/> Other (<i>specify</i>) _____ <input type="checkbox"/> Special Procurement	

AGENCY INFORMATION

14. Name of agency: Economic Development Corp	15. Requisition Number: 0000009808
16. Address: IN Economic Development Corp Capitol Office, 1 N CAPITOL AVE STE 700 INDIANAPOLIS, IN 46204	

AGENCY CONTACT INFORMATION

17. Name: Glenda Reitz-May	18. Telephone #: 317.447.2617
19. E-mail address greitz@iedc.in.gov	

COURIER INFORMATION

20. Name: Glenda Reitz-May	21. Telephone #: 317.447.2617
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VENDOR INFORMATION

22. E-mail address: greitz@iedc.in.gov	
23. Vendor ID Number: 0000412748	
24. Name: Black & Veatch Corporation	25. Telephone
26. Address: 8415 Allison Pointe Blvd, Sute 410 Indianapolis, IN 46250	

27. E-mail address:	
28. Is the vendor registered with the Secretary of State? (<i>Out of State Corporations, must be registered</i>) <input type="checkbox"/> Yes <input type="checkbox"/> No	

29. Primary Vendor: M/WBE/IN-Veteran Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No IN-Veteran: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	30. Primary Vendor Percentages: 100 %
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31. Sub Vendor: M/WBE/IN-Veteran Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No IN-Veteran: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	32. If yes, list the %: Minority: _____ % Women: _____ % IN-Veteran: _____ %
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33. Is there Renewal Language in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	34. Is there a "Termination for Convenience" clause in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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35. Will the attached document involve data processing or telecommunications systems(s)? Yes: IOT or Delegate has signed off on contract

36. Statutory Authority *(cite applicable Indiana or Federal Codes)* :
IC 5-28-5-12 and IC 5-28-6-1

37. Description of work and justification for spending money. (*Please give a brief description of the scope of work included in this agreement.*) **The Indiana Economic Development Corporation is implementing the Indiana Limitless Exploration / Advanced Pace (LEAP) District located in and around Lebanon, Indiana. Black & Veatch has been selected to provide program management of the water and wastewater infrastructure program. The Program will convey raw water from a series of collector wells and pump stations located adjacent to the Wabash River for conveyance, treatment, and storage at the LEAP District. The Program will also include a proposed wastewater treatment plant to accept flow from the LEAP District. Wastewater will be treated and the effluent will be conveyed to the Eagle Creek Reservoir through a pipeline and series of pump stations. The Program area generally extends along the I-65 corridor northwest of Indianapolis.**

38. Justification of vendor selection and determination of price reasonableness
s Project# 424221

39. If this contract is submitted late, please explain why: (*Required if more than 30 days late.*)

40. Agency fiscal officer or approval authority <i>Robert J. Paglia</i>	41. Date Approved Jan 13, 2023	42. Budget agency approval <i>Jasmine Williams on behalf of</i> <small>Jasmine Williams on behalf of (Jan 20, 2023 15:32 EST)</small>	43. Date Approved Jan 20, 2023
44. Attorney General's Office approval	45. Date Approved	46. Agency representative receiving from AG	47. Date Approved

ADDENDUM

This Addendum is entered into by and between the **INDIANA ECONOMIC DEVELOPMENT CORPORATION** (the “**IEDC**”) and the entity designated as “Contractor” below.

The purpose of this Addendum is to modify, delete, or amend certain terms and conditions set forth in the attached Form Contract prepared by the Contractor (the “**Form Contract**”). This Addendum and the Form Contract are incorporated into each other and, when read together, shall constitute one integrated document (this “**Agreement**”). Any inconsistency, conflict, or ambiguity between this Addendum and the Form Contract shall be resolved by giving precedence and effect to this Addendum.

Contractor Name: Black & Veatch Corporation

Contractor Address: 8415 Allison Pointe Blvd, Suite 410 Indianapolis, IN 46250

Title of Form Contract: Agreement for Engineering Services

1. **FORM CONTRACT/DUTIES OF CONTRACTOR.**

The Contractor shall provide engineering services as outlined in **Form Contract**.

2. **TERM.**

- (A) This Agreement shall commence on January 1, 2023 and shall remain in effect through December 31, 2023 or unless earlier terminated in accordance with the provisions of this Agreement (the “**Expiration Date**”). All work and/or services under this Agreement must be completed by the Expiration Date. In no event shall payments be made for work done or services performed after the Expiration Date.
- (B) This Agreement may be renewed under the same terms and conditions, subject to the approval of the parties and the State Budget Director. The term of the renewed Agreement may not be longer than the term of the original Agreement. All renewals and extensions must be in writing and signed by all parties.
- (C) Any provisions which, by their nature, are intended to apply after termination of this Agreement shall survive termination of this Agreement, including provisions for payment of amounts owed for work performed under this Agreement, disclaimer of warranty, limitation of liability, and intellectual property clauses.

3. **CONSIDERATION.**

- (A) All services performed by the Contractor under this Agreement must be authorized by the IEDC and consistent with the description set forth in the **Form Contract**. For the services provided hereunder, the Contractor shall be compensated in accordance with the budget, as

more particularly described at Form Contract. Total remuneration under this Agreement shall not exceed **\$9,288,391** (the “**Agreement Amount**”).

- (B) All work and/or services provided by the Contractor under this Agreement must be performed to the IEDC’s reasonable satisfaction, which satisfaction shall be determined at the discretion of the IEDC, and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The IEDC shall not be required to pay for work found to be unsatisfactory, inconsistent with this Agreement, or performed in violation of federal, state, or local laws.

By mutual agreement of the parties, the following terms and conditions are deleted from the Form Contract:

- (1) Any provision requiring the IEDC to provide insurance.
- (2) Any provision requiring the IEDC to provide indemnity.
- (3) Any provision providing that this Agreement be construed in accordance with laws other than those of the State of Indiana.
- (4) Any provision providing that suit be brought in any state other than Indiana.
- (5) Any provision providing for resolution of contract disputes.
- (6) Any provision requiring the IEDC to pay any taxes.
- (7) Any provision requiring the IEDC to pay penalties, liquidated damages, interest or attorney’s fees.
- (8) Any provision limiting the amount or form of damages the IEDC may recover in the event of a breach of this Agreement.
- (9) Any provision modifying the applicable Indiana statute of limitations.
- (10) Any provision relating to the time within which a claim must be made.
- (11) Any provision requiring payment of consideration in advance unless authorized by an exception listed in Indiana Code § 4-13-2-20.
- (12) Any provision limiting disclosure of the contract in violation of the Access to Public Records Act, Indiana Code §5-14-3.
- (13) Any provision requiring payment in less than thirty-five (35) days.
- (14) Any provision providing for automatic renewal of this Agreement.
- (15) Any provision giving the Form Contract precedence over this Addendum.

4. PAYMENTS.

- (A) The Contractor shall submit monthly invoices for payment in connection with its services provided hereunder. The Contractor shall submit with the invoice, its monthly progress report summarizing the Contractor’s work under this Agreement to date. The Contractor shall submit invoices to the IEDC at processing@iedc.in.gov.
- (B) All payment obligations shall be made in arrears in accordance with Indiana law and state fiscal policies and procedures, and as required by Indiana Code § 4-13-2-14.8. Notwithstanding any other law, rule, or custom, a person or company whom has a contract

with the State of Indiana or submits invoices to the state for payment shall authorize, in writing, the direct deposit by electronic funds transfer of all payments by the state to the person or company. The written authorization must designate a financial institution and an account number to which all payments are to be credited. Any exception to this requirement must be approved by the IEDC and the State of Indiana. For forms and additional information, see the Auditor of State's website at www.in.gov/auditor/forms.

- (C) No travel and other expenditures made by the Contractor will be reimbursed by the IEDC unless provided for in the Form Contract. Allowable expenditures made by the Contractor for travel will be reimbursed at the current rate paid by the IEDC and in accordance with the State Travel Policies and Guidelines as specified in the current Financial Management Circular, available at <http://www.in.gov/idoa/2459.htm>. All expenses must be approved by the IEDC in writing in advance. Out-of-state travel requests must be reviewed by the IEDC for availability of funds and for appropriateness per Financial Management Circular guidelines.

5. CONFIDENTIALITY OF INFORMATION.

- (A) The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected data. Therefore, the Contractor promises and assures that data, material, and information disclosed to the Contractor by the IEDC for the purpose of this Agreement, and specifically identified as confidential information will not be disclosed to others or discussed with other parties without the prior written consent of the IEDC.
- (B) The Contractor agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect IEDC data, materials, and information from unauthorized disclosure or acquisition by an unauthorized person.
- (C) The parties acknowledge that the services to be performed by the Contractor for the IEDC under this Agreement may require or allow access to data, materials, and information containing Social Security numbers or other personal information maintained by the IEDC in its computer system or other record. In addition to the covenant made above in this Paragraph 5, and pursuant to 10 IAC 5-3-1(4), the Contractor and the IEDC agree to comply with the provisions of Indiana Code § 4-1-10 and Indiana Code § 4-1-11. If any Social Security number(s) or personal information (as defined in Indiana Code § 4-1-11-3) is/are disclosed by the Contractor, the Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system, in addition to any other claims and expenses for which it is liable under the terms of this Agreement.
- (D) The Contractor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a suspected or actual breach of any of the

Contractor's security obligations, or other event requiring notification under applicable law, Contractor agrees to:

- a. Notify the IEDC by telephone and e-mail of such an event as soon as practicable but no later than within 48 hours of discovery;
- b. Assume responsibility for informing all such individuals in accordance with applicable law;
- c. Indemnify, hold harmless and defend the IEDC and its officers, and employees from and against any claims, damages, or other harm related to such Notification Event; and
- d. Assume any financial responsibility for the data breach resulting from the Contractor's negligence in handling the IEDC's confidential data.

6. USE OF THE IEDC NAME; PUBLIC RELATIONS & MARKETING.

The IEDC has not granted any rights to use its name, trademark, intellectual property, or logos. The Contractor agrees that it will not use the name or intellectual property, including, but not limited to, IEDC trademarks or logos, in any manner, including commercial advertising or as a business reference without the prior written consent of the IEDC. In all cases in which the IEDC's participation will be referenced, the IEDC shall have the right of review and approval of the use, disclosure, and the finished product prior to its publication. All such requests shall be made in writing and delivered to the IEDC for approval at its sole discretion.

All external facing communications related to this Agreement, including but not limited to marketing, public relations and social media materials and content, shall be developed in consultation with the IEDC and receive IEDC written approval prior to publication. Communications should include appropriate reference to the IEDC as an investor, partner and/or sponsor of the program or initiative that is the subject of this Agreement, including the use of the IEDC logo and IEDC social media tags and reference to IEDC social media accounts. All communications required under this paragraph shall be sent to the IEDC Vice President of Marketing.

7. GOVERNING LAW.

- (A) This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana. The venue for any suit shall be in the Superior or Circuit courts of Marion County, Indiana.
- (B) If any section, paragraph, term, condition, or provision of this Agreement is found, by a court of competent jurisdiction, to be invalid or unenforceable, or if any paragraph, term, condition, or provision is found to violate or contravene the laws of the State of Indiana, then the section, paragraph, term, condition, or provision so found will be deemed severed from this Agreement, but all other sections, paragraphs, terms, conditions, and provisions will remain in full force and effect.

- (C) The Contractor understands that this Agreement is a public record subject to request pursuant to Indiana Code § 5-14-3 and its exemptions. Use by the public of the information contained in this Agreement shall not be considered an act of the IEDC or the State.

8. TERMINATION, FORCE MAJEURE & FUNDING CANCELLATION.

- (A) This Agreement may be terminated by the IEDC whenever, for any reason, with or without cause, the IEDC determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a termination notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The IEDC will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided, but in no case shall total payment made to the Contractor exceed the original Agreement price or shall any price increase be allowed on individual line items if canceled in whole or in part prior to the original termination date.
- (B) In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a “Force Majeure Event”), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract. The Parties agree to work in good faith to resolve any disruptions caused by a Force Majeure Event.
- (C) When 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, this Agreement shall be cancelled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

9. PROGRESS REPORTS.

The Contractor shall submit written progress reports to the IEDC upon request and as provided in Form Contract. The progress reports shall serve the purpose of assuring the IEDC that work is progressing in a timely manner, and that completion can be reasonably assured on the scheduled date. The Contractor shall submit progress reports to the IEDC at reports@iedc.in.gov.

10. ACCESS TO RECORDS & AUDITS.

- (A) The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Agreement. The Contractor shall make such materials available at his/her respective office at all reasonable times during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the IEDC or by any other authorized representative of state government. Copies thereof shall be furnished promptly and at no cost to the IEDC or by any other authorized representative of state government if requested.
- (B) The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Agreement. Any such audit shall be conducted in accordance with Indiana Code § 5-11-1 *et seq.* and any audit guidelines specified by the IEDC.

11. THE CONTRACTOR'S SERVICES.

- (A) The Contractor recognizes that the services to be performed under this Agreement are vital to the IEDC and must be continued without interruption and that, upon the expiration of this Agreement, a successor, either the IEDC or another contractor, may continue them. The Contractor agrees to use its best efforts and cooperation to effect an orderly and efficient transition to a successor to provide the services contemplated hereby. This Agreement shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written modification thereof.
- (B) The Contractor shall not commence any additional services or change the scope of services unless and until authorized in writing by the IEDC. No claim for additional compensation or any change to the budget shall be made. This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.
- (C) The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. The Contractor represents that it has or shall obtain at its own expense all personnel, materials, and equipment required to perform the services under this Agreement. All of the work performed hereunder shall be performed by the Contractor or under its supervision. The Contractor warrants that all personnel assigned to perform the services or other consultants or subcontractors engaged by the Contractor to perform the services are fully qualified and authorized to perform such services under the state and local laws. If the IEDC becomes dissatisfied with the work product of, or the working relationship with, any individuals assigned to work under this Agreement, the IEDC may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.
- (D) The IEDC shall, at all reasonable times, have the right to inspect the work, services or performance of the Contractor. The Contractor shall furnish all reasonable aid and

assistance required by the IEDC for proper examination of the work or services. Such inspection shall not relieve the Contractor of any obligation to perform said services in accordance with the law or this Agreement.

12. OWNERSHIP OF DOCUMENTS & MATERIALS.

- (A) All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the “Materials”) not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed pursuant to or in connection with this Contract shall be considered “work for hire” and the Contractor hereby transfers and assigns any ownership claims to the IEDC so that all Materials will be the property of the IEDC. If ownership interest in the Materials cannot be assigned to the IEDC, the Contractor grants the IEDC a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.
- (B) Use of these materials, other than as necessary for the performance of this Agreement by the Contractor, without the prior written consent of the IEDC, is prohibited. The Contractor shall take such action as is necessary under law to preserve the IEDC’s rights in and to the work product or intellectual property while such property is within the control and/or custody of the Contractor. During the performance of this Agreement, the Contractor shall be responsible for any loss of or damage to these materials developed for or supplied by the IEDC and used to develop or assist in the services provided while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor’s expense. The Contractor shall provide the IEDC full, immediate, and unrestricted access to the work product during the term of this Agreement.

13. COMPLIANCE WITH LAWS.

- (A) The Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by the IEDC and the Contractor to determine whether the provisions of this Agreement require formal modification.
- (B) The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, et seq., IC § 4-2-7, et seq. and the regulations promulgated thereunder. **If the Contractor has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Contract.** If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General’s

website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

- (C) The Contractor certifies by entering into this Agreement that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana or the IEDC. Further, the Contractor agrees that any payments in arrears and currently due to the State of Indiana or to the IEDC may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Agreement suspended until the Contractor is current in its payments and has submitted proof of such payment to the IEDC.
- (D) The Contractor warrants that it has no current or outstanding criminal, civil, or enforcement actions initiated by or pending with the state or local government, and agrees that it will immediately notify the IEDC of any such actions. During the term of such actions, the Contractor agrees that the IEDC may delay, withhold, or deny work under any supplement, amendment, change order, or other contractual device issued pursuant to this Agreement.
- (E) If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the IEDC, the State of Indiana or its agencies, or the federal government or its agencies, and the IEDC decides to delay, withhold, or deny work to Contractor, Contractor may request that it be allowed to continue, or receive work, without delay.
- (F) Any payments that the IEDC may delay, withhold, deny, or apply under this Paragraph 13 shall not be subject to penalty or interest under Indiana Code § 5-17-5.
- (G) The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations applicable in connection with the services provided under this Agreement. Failure to do so is a material breach of this Agreement and grounds for immediate termination of this Agreement and denial of further work with the IEDC. The IEDC shall not be required to reimburse the Contractor for any services performed when Contractor or its employees or subcontractors were not or are not in compliance with such applicable standards, laws, rules or regulations. If licensure, certification or accreditation expires or is revoked, Contractor shall notify the IEDC immediately, and the IEDC, at its option, may immediately terminate this Agreement.
- (H) The Contractor affirms that, if it is an entity described in Title 23 of the Indiana Code, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

14. COMPLIANCE WITH TELEPHONE SOLICITATIONS ACT.

As required by Indiana Code § 5-22-3-7:

- (A) The Contractor and any principals of the Contractor certify that:
 - (1) The Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:
 - (a) Indiana Code § 24-4.7 [Telephone Solicitation of Consumers];
 - (b) Indiana Code § 24-5-12 [Telephone Solicitations]; or
 - (c) Indiana Code § 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if Indiana Code § 24-4.7 is preempted by federal law; and
 - (2) The Contractor 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 Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor:
 - (1) Except for de minimis and nonsystematic violations, has not violated the terms of Indiana Code § 24-4.7 in the previous three hundred sixty-five (365) days, even if Indiana Code § 24-4.7 is preempted by federal law; and
 - (2) 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.

15. DRUG-FREE WORKPLACE CERTIFICATION.

As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the IEDC within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Agreement and/or debarment of contracting opportunities with the State for up to three (3) years.

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

- (A) Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (B) Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- (C) Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- (D) Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- (E) Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- (F) Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

16. NONDISCRIMINATION.

Pursuant to Indiana Code § 22-9-1-10 and the Civil Rights Act of 1964, the Age Discrimination in Employment Act and the Americans with Disabilities Act, the Contractor and its subcontractors, if any, shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's race, color, religion, sex, age disability, national origin or ancestry or status as a veteran, or any other characteristic protected by federal, state, or local law. Breach of this covenant may be regarded as a material breach of this Agreement. Acceptance of this Agreement also signifies compliance with applicable federal and state laws and regulations prohibiting the aforementioned discrimination in the provision of services.

17. NOTICE TO PARTIES.

(A) Whenever any notice, statement, or other communication (“**Notice**”) is required under this Agreement, it shall be sent to the following address, unless otherwise advised in writing:

(1) Notices to the IEDC shall be sent to:

INDIANA ECONOMIC DEVELOPMENT CORPORATION
Attn: General Counsel
One North Capitol Avenue, Suite 700
Indianapolis, IN 46204-2288
reports@iedc.in.gov

(2) Notices to the Contractor shall be sent to:

Black & Veatch Corporation
Attn: Adam Westermann, P.E.
8415 Allison Pointe Blvd, Suite 410
Indianapolis, IN 46250
WestermannAP@bv.com

(B) Any change in the Contractor’s contact information must be provided in writing by the Contractor to the IEDC in accordance with this Paragraph 17.

(C) Notice shall be provided via electronic mail to the Contractor’s electronic mail address and via certified, registered, or first-class U.S. mail. Notice shall be deemed delivered upon dispatch.

18. SUBCONTRACTS, ASSIGNMENT, SUCCESSORS, & KEY PERSONS.

(A) The Contractor shall not assign or subcontract the whole or any part of this Agreement without the prior written consent of the IEDC. The Contractor agrees to bind all subcontractors, successors and assignees to all the terms and conditions of this Agreement. The Contractor shall specifically require each subcontractor, if any, who has access to the IEDC’s confidential information in the course of performing any services to be bound by the confidentiality provisions in Paragraph 5 of this Agreement and, at the IEDC’s discretion, to execute a non-disclosure agreement that is satisfactory to the IEDC.

(B) The Contractor shall not assign or subcontract the whole or any part of this Contract without the IEDC’s prior written consent. Additionally, the Contractor shall provide prompt written notice to the IEDC of any change in the Contractor’s legal name or legal status so that the changes may be documented and payments to the successor entity may be made.

(C) As part of the consideration for the award of this Contract, the Contractor assigns to the State all rights, title and interest in and to any claims the Contractor now has, or may

acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

19. INDEMNIFICATION.

The Contractor shall indemnify, defend, and hold harmless the IEDC and the State of Indiana and their respective agents, officers, employees and representatives from all third party claims and suits for loss or damage to property, including the loss of use thereof, and injuries to or death of persons, including without limitation any officers, agents, employees, and representatives of the Contractor or its subcontractor(s), and from all judgments recovered there from and for expenses in defending any such claims or suits, including court costs, attorneys' fees, and for any other expenses caused by a negligent act or omission of the Contractor and/or subcontractor(s), agents, officers, or employees in connection with performance of this Agreement. The IEDC shall not provide such indemnification to Contractor.

20. DEBARMENT & SUSPENSION.

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

21. ATTORNEYS' FEES & INTEREST.

The IEDC will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, attorneys' fees, court costs, or litigation expenses, except as required by Indiana law, in part, Indiana Code § 5-17-5, Indiana Code § 34-54-8, Indiana Code § 34-13-1, and Indiana Code § 34-52-2-3. Notwithstanding the provisions contained in Indiana Code § 5-17-5, the parties stipulate and agree that any liability resulting from the IEDC's failure to make prompt payment shall be based solely on the amount of funding originating from the State of Indiana and shall not be based on funding from federal or other sources.

22. MISCELLANEOUS.

- (A) 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 is in writing and signed in advance by the party claimed to have waived such right. Neither the IEDC's review, approval, or acceptance of, nor payment for the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Contractor shall be and remain liable to the IEDC in accordance with applicable law for all damages to the IEDC caused by the Contractor's negligent performance of any of the services furnished under this Agreement.
- (B) This Agreement constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Agreement will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all necessary parties.
- (C) This Agreement may be executed through an original or electronically, and in duplicates or through counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same Agreement.
- (D) Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property arising out of the acts or omissions of the agents, employees or subcontractors of the other party.
- (E) Nothing in this Agreement shall be construed to confer any rights or remedies on any third party not a signatory to this Agreement, including, the employees or sub-contractors of the Contractor.
- (F) If the IEDC determines that it would be in the IEDC's best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-compete agreements that may be in effect. This release will be at no cost to the IEDC or to the employee.
- (G) The IEDC is exempt from state, federal, and local taxes. The IEDC will not be responsible for any taxes levied on the Contractor as a result of this Agreement.
- (H) This Agreement was reviewed and/or revised by legal counsel for the IEDC and the Contractor, and no presumption or rule that any ambiguity shall be construed against the

party drafting the document shall apply to the interpretation or enforcement of this Agreement.

23. INSURANCE.

The Contractor shall secure and keep in force during the term of this Agreement the insurance coverage required by law and as would be reasonable to cover claims of any nature which may arise out of or result from this Agreement. The Contractor shall furnish a certificate of insurance and all endorsements to the IEDC prior to the commencement of work under this Agreement.

24. AUTHORITY TO BIND CONTRACTOR.

Notwithstanding anything in this Agreement to the contrary, the signatory for the Contractor represents that he/she has been duly authorized to execute contracts on behalf of the Contractor and has obtained all necessary or applicable approvals from the home office of the Contractor to make this Agreement fully binding upon the Contractor when his/her signature is affixed and is not subject to home office acceptance hereto when accepted by the IEDC.

25. INFORMATION TECHNOLOGY ACCESSIBILITY STANDARDS.

If the Contractor provides any information technology-related products or services to the IEDC, the Contractor shall comply with all Indiana Office of Technology (IOT) standards, policies, and guidelines, which are available online at <http://iot.in.gov/architecture/>. The Contractor specifically agrees that all hardware, software, and services provided to or purchased by the IEDC shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and Indiana Code § 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The IEDC may terminate this Agreement for default if the Contractor fails to cure a breach of this provision within a reasonable time.

26. DISPUTES.

- (A) Should any disputes arise with respect to this Agreement, the Contractor and the IEDC agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- (B) The Contractor agrees that, the existence of a dispute notwithstanding, it will continue, without delay, to carry out all of its responsibilities under this Agreement that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work or services, without delay, any additional costs incurred by the IEDC or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the IEDC for such costs.

27. 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/attachments prepared by the IEDC; and (3) exhibits/attachments prepared by the Contractor.

28. NON-COLLUSION & ACCEPTANCE.

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

Signatures on Following Page -- Remainder of Page Intentionally Left Blank

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

BLACK & VEATCH CORPORATION



Signature

Adam Westermann, P.E.
Associate Vice President

Date: 01/04/2023

INDIANA ECONOMIC DEVELOPMENT CORPORATION

David Rosenberg, Chief Operating Officer

(Digital Signature Stamp Below)



1.11.2023

STATE BUDGET AGENCY

Jasmine Williams on behalf of
Jasmine Williams on behalf of (Jan 20, 2023 15:32 EST)

Zachary Q. Jackson
Director

Jan 20, 2023

Date: _____

**AGREEMENT
FOR
ENGINEERING SERVICES**

THIS AGREEMENT (Agreement) is by and between Indiana Economic Development Corporation (Owner) and Black & Veatch Corporation (Engineer);

WITNESSETH:

WHEREAS, Owner intends to develop and implement plans for the improvement of the Indiana Limitless Exploration / Advanced Pace (LEAP) District and the Owner has a need for a Program Manager to support Program goals (the Project);

WHEREAS, Owner requires certain engineering services in connection with the Project (the Services); and,

WHEREAS, Engineer is prepared to provide the Services.

NOW, THEREFORE, in consideration of the promises contained in this Agreement, Owner and Engineer agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be January 1, 2023.

ARTICLE 2 - GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri without giving effect to the principles thereof relating to conflicts of law.

ARTICLE 3 - SERVICES TO BE PERFORMED BY ENGINEER

Engineer shall perform the Services described in Attachment A, Scope of Services. Engineer shall have no liability for defects in the Services attributable to Engineer's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by Owner or third parties retained by Owner.

ARTICLE 4 – COMPENSATION

4.1 Payment shall be due and payable upon receipt by Owner to Engineer in accordance with Attachment B, Compensation.

4.2 Method of Payment. Payments due Engineer under this Agreement shall be electronically transferred either by ACH, specifically in CCD+ or CTX format, or wire transfer to the bank account and in accordance with the bank instructions identified in Engineer's most recent invoice in immediately available funds no later than the payment due date. Invoice number and project name shall be referenced in the bank wire reference fields or the ACH addenda information.

4.3 In the event Owner disputes any invoice item, Owner shall give Engineer written notice of such disputed item within ten (10) days after receipt of such invoice and shall pay to Engineer the undisputed portion of the invoice according to the provisions hereof. If Owner fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of one and one-half percent (1 ½%) per month, or the maximum amount allowed by law, if less, from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item finally resolved in Owner's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

ARTICLE 5 - OWNER'S RESPONSIBILITIES

Owner shall at such times as may be required by Engineer for the successful and expeditious completion of the Services:

5.1 Obtain all permits and licenses required to be taken out in the name of Owner which are necessary for the performance of the Services;

5.2 Provide Engineer with all specifications necessary for the completion of the Services;

5.3 Provide Engineer with soil data evidencing that the site is clean and free of above ground and underground obstructions, fissures, faults and other similarly hidden features which will interfere with the completion of the Services;

5.4 Advise Engineer of the existence and undertake the abatement and disposal of all hazardous materials, including, but not limited to, asbestos, polychlorinated biphenyls (PCBs) and radioactive material and other toxic substances, encountered by Engineer in the performance of the Services; and

5.5 Appoint an individual who shall be authorized to act on behalf of Owner, with whom Engineer may consult at all reasonable times, and whose instructions, requests, and decisions will be binding upon Owner as to all matters pertaining to this Agreement and the performance of the parties hereunder.

ARTICLE 6 - STANDARD OF CARE

Engineer shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional engineer under similar circumstances. ***NO OTHER WARRANTY, EXPRESSED OR IMPLIED, IS INCLUDED IN THIS AGREEMENT OR IN ANY DRAWING, SPECIFICATION, REPORT, OR OPINION PRODUCED PURSUANT TO THIS AGREEMENT.***

ARTICLE 7 - LIABILITY AND INDEMNIFICATION

7.1 General. Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project, and the Engineer's fee for the Services, and in consideration of the promises contained in this Agreement, Owner and Engineer agree to allocate and limit such liabilities in accordance with this Article. Indemnities against, releases from, and limitations on liability expressed in this Agreement shall apply even in the event of the breach of contract or warranty, tort (including

negligence), strict liability or other basis of legal liability of the party indemnified or released, or of the party whose liability is limited. Such indemnities, releases, and limitations shall extend to the partners, licensors, subcontractors, vendors and related entities of such party, and all such parties' directors, officers, shareholders, employees, and agents.

7.2 Indemnification. Engineer agrees to defend, indemnify, and hold harmless the Owner, from and against legal liability for all claims, losses, damages, and expenses resulting from death or bodily injury to any person, damage or destruction to third-party property to the extent such claims, losses, damages, or expenses are caused by its negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Engineer and Owner, they shall be borne by each party in proportion to its own negligence.

7.3 Employee Claims. Engineer shall indemnify Owner against legal liability for damages arising out of claims by Engineer's employees. Owner shall indemnify Engineer against legal liability for damages arising out of claims by Owner's employees.

7.4 Consequential Damages. Notwithstanding any provision in this Agreement to the contrary, and to the fullest extent permitted by law, Engineer (including any of its related or affiliated companies) shall not be liable to Owner and Owner expressly waives all claims for loss of profits, revenue, use, opportunity, and goodwill; cost of substitute facilities, goods, and services; cost of capital; increased operating costs; and for any special, indirect, incidental, consequential, punitive, or exemplary damages resulting in any way from the performance or non-performance of the Services whether arising under breach of contract or warranty, tort (including negligence), indemnity, strict liability or other basis of legal liability.

7.5 Limitations of Liability. To the fullest extent permitted by law, Engineer's (including any of its related or affiliated companies) total liability to Owner for all claims, losses, damages, and expenses, whether arising under breach of contract or warranty, tort (including negligence), indemnity, strict liability or any other basis of legal liability, resulting in any way from the performance or non-

performance of the Services shall not exceed the total compensation actually received by Engineer under this Agreement.

7.6 Survival. Upon completion of all Services, obligations, and duties provided for in this Agreement, or if this Agreement is terminated for any reason whatsoever, the terms and conditions of this Article shall survive.

ARTICLE 8 – INSURANCE

During the performance of the Services under this Agreement, Engineer shall maintain the following insurance:

- (1) General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and in the aggregate.
- (2) Automobile Liability Insurance, with a combined single limit of \$1,000,000.
- (3) Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with limits of \$500,000 for each occurrence and in the aggregate.
- (4) Professional Liability Insurance, with a limit of \$5,000,000 per occurrence and in the aggregate.

Engineer shall, upon written request, furnish Owner certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to Owner. If Owner purchases, or causes a contractor to purchase, a builders' risk or other property insurance policy for the Project, Owner shall require that Engineer be included as a named insured on such policy without liability for the payment of premiums.

Owner assumes sole responsibility and waives all rights and claims against Engineer for all loss of or damage to property owned by or in the custody of Owner and any items at the job site or in transit thereto (including, but not limited to, construction work in progress), however such loss or damage shall occur, including the fault or negligence of Engineer. Owner shall require its insurers to waive all rights of subrogation against Engineer for claims covered under any property insurance that Owner may carry.

Owner shall require all Project contractors under contract with Owner to include Owner and Engineer as additional insureds on their general, automobile, excess, and umbrella liability insurance policies. Further, Owner shall obtain and maintain for the benefit of Engineer the same indemnities, waivers of subrogation rights and insurance benefits obtained for the protection of the Owner from any construction contractor and subcontractor working on the Project and shall obtain from that contractor and subcontractor insurance certificates evidencing the required coverages.

ARTICLE 9 - LIMITATIONS OF RESPONSIBILITY

Engineer shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (2) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Engineer, to fulfill contractual responsibilities to the Owner or to comply with federal, state, or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Engineer in Attachment A, Scope of Services.

ARTICLE 10 - OPINIONS OF COST AND SCHEDULE

Since Engineer has no control over the cost of labor, materials, or equipment furnished by others not under contract to Engineer, or over the resources provided by others not under contract to Engineer to meet Project schedules, Engineer's opinion of probable costs and of project schedules for construction shall be made on the basis of experience and qualifications as a professional engineer. Engineer does not guarantee that proposals, bids, or actual Project costs

will not vary from Engineer's opinions of probable cost or that actual schedules will not vary from Engineer's projected schedules.

ARTICLE 11 - REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, and computer software prepared by Engineer pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer. Owner shall defend, indemnify, and hold harmless Engineer against all claims, losses, damages, injuries, and expenses, including attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle Engineer to additional compensation at rates to be agreed upon by Owner and Engineer.

Any files delivered in electronic media may not work on systems and software different than those with which they were originally produced. Engineer makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

ARTICLE 12 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Project specific engineering documents, drawings, and specifications prepared by Engineer as part of the Services shall become the property of Owner when Engineer has been compensated for all Services rendered, provided, however, that Engineer shall have the unrestricted right to their use. Engineer shall, however, retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Engineer.

ARTICLE 13 – TERMINATION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Engineer. Engineer shall terminate or suspend performance of the Services on a schedule acceptable to Owner. If termination or suspension is for Owner's convenience, Owner shall pay Engineer for all the Services performed and termination or suspension expenses, including, but not limited to, demobilization, remobilization and cancellation charges. Upon restart, an equitable adjustment shall be made to Engineer's compensation.

ARTICLE 14 - DELAY IN PERFORMANCE

Except for Owner's payment obligation, neither Owner nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to: unusually severe weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or Engineer under this Agreement.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Engineer shall be entitled to an equitable adjustment in schedule and compensation in the event such circumstances occur.

ARTICLE 15 - PRE-EXISTING CONTAMINATION

Anything herein to the contrary notwithstanding, title to, ownership of, and legal responsibility and liability for any and all pre-existing contamination shall at all times remain with Owner. "Pre-existing contamination" is any hazardous or toxic substance, material, or condition present at the Project site or sites concerned which was not brought onto such site or sites by Engineer for the exclusive benefit of Engineer. Owner shall release, defend, indemnify, and hold Engineer harmless from and against any and all liability which may in any manner arise from or be in any way directly or indirectly caused by such pre-existing contamination except if, and then only to the extent, such liability is caused by Engineer's sole negligence or willful misconduct.

ARTICLE 16 – COMMUNICATIONS

Any communication required by this Agreement shall be made in writing to the address specified below:

Engineer: Adam Westermann, P.E.
Associate Vice President
Black & Veatch Corporation
8415 Allison Pointe Blvd, Suite 410
Indianapolis, IN 46250

Owner: Kurt Fullbeck
Vice President Development Strategy
Indiana Economic Development Corporation
1 North Capital Avenue, Suite 700
Indianapolis, IN 46204

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Engineer and Owner.

ARTICLE 17 – WAIVER

A waiver by either Owner or Engineer of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 18 – SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 19 – INTEGRATION

This Agreement represents the entire and integrated agreement between Owner and Engineer. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may only be modified by a written amendment executed by both parties.

ARTICLE 20 - SUCCESSORS AND ASSIGNS

Owner and Engineer each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

ARTICLE 21 – ASSIGNMENT

Neither Owner nor Engineer shall assign any rights or duties under this Agreement without the prior written consent of the other party, except that Engineer may do so to any of its related, affiliated, or successor entities upon written notice to Owner of same. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Engineer from employing independent consultants, associates, and subcontractors to assist in the performance of the Services.

ARTICLE 22 - THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and Engineer.

IN WITNESS WHEREOF, Owner and Engineer have executed this Agreement effective as of the date first written above.


Indiana Economic Development Corporation

Black & Veatch Corporation

OWNER

ENGINEER

By  _____

By  _____

Printed Name David Rosenberg

Printed Name: Adam Westermann P.E.

Title Chief Operating Officer

Title: Associate Vice President

Date 1.11.2023

Date 01/04/2023

ATTACHMENT A

SCOPE OF SERVICES

PROGRAM DESCRIPTION

The Indiana Economic Development Corporation (Owner) is implementing the Indiana Limitless Exploration / Advanced Pace (LEAP) District located in and around Lebanon, Indiana. Black & Veatch (Engineer) has been selected to provide program management of the water and wastewater infrastructure program (Program). The Program will convey raw water from a series of collector wells and pump stations located adjacent to the Wabash River for conveyance, treatment, and storage at the LEAP District. The Program will also include a proposed wastewater treatment plant to accept flow from the LEAP District. Wastewater will be treated and the effluent will be conveyed to the Eagle Creek Reservoir through a pipeline and series of pump stations. The Program area generally extends along the I-65 corridor northwest of Indianapolis.

PHASE 1 – PROGRAM MANAGEMENT, ADMINISTRATION AND COORDINATION

Task 101 – Program Management

Provide program management, administration, and coordination for the Program. Program management and administration will include project team and subconsultant coordination and management, program supervision, direction, and coordination with the Owner's management and staff, coordination of activities, and preliminary engineering phase close-out. The Engineer shall coordinate all program elements required for integration into a comprehensive and technically sound plan for developing the water and wastewater infrastructure for the proposed LEAP District. As Program Manager, the Engineer shall be responsible for the following elements of the Program:

- Program Direction
- Regulatory Coordination
- Program Procedures and Administration
- Program Cost and Schedule Tracking
- Program Accounting
- Information Management and Communications

The Engineer will provide both strategic and day-to-day oversight and direction to all activities of the Program through an assigned Program Manager. The Program Manager will oversee the project to provide strategic guidance regarding the Program to the Owner, and to ensure that the proper program management resources are made available to achieve the program

objectives. The Program Manager will provide continuity to the Program and will attend the meetings indicated in this Scope of Services. The Program Manager will serve as the day-to-day manager of the team and serve as the primary liaison with the Owner.

Task 102 – Data Collection, Review, and Analysis

Engineer shall plan, coordinate, monitor and document data collection and analysis activities. Collect, review, organize and analyze existing available planning documents, studies, pre-selected subconsultants statement of qualifications, presentations and other relevant publications.

Task 103 – Program Management Plan

Engineer shall prepare and maintain a program management plan to document key team personnel and organization charts, lines of communication, program administration procedures, quality management including quality assurance and quality control procedures, CAD standards, and file and document control procedures. The program management plan will also address change management and conflict resolution procedures.

Task 104 – Project Management Information System

Engineer will host a cloud-based Project Management Information System (PMIS) for program communication, repository, and document control of electronic documents such as correspondence, meeting summaries, technical memoranda, conceptual design documents, design criteria, reports, publications, and reference materials. The PMIS will be accessible by the Owner, Engineer, Subconsultants and other stakeholders directed by the Owner. The PMIS will be established, and the fee allowance includes initial setup and hosting for the Preliminary Engineering Phase of the Program.

Task 105 – Program Controls and Reporting

Prepare and submit for review and approval a detailed schedule utilizing selected scheduling software. The schedule shall include deliverables, meetings and workshops for the Program. The schedule shall be updated bi-weekly and submitted to the Owner for review and approval. The Engineer shall provide a detailed Gantt Chart Schedule indicating the anticipated deliverables and anticipated schedule for Workshops.

Engineer shall perform change management and shall maintain a trend register of scope changes affecting the program budget or schedule. Engineer shall discuss with and receive written approval of any scope changes from the Owner prior to proceeding. Engineering will maintain a Decision Log for all major choices made by the Program Team inclusive of material types, configurations, alignments, processes, and similar. The Decision Log shall be maintained and distributed monthly with Monthly Progress Reports.

Engineer will develop reports for use by Owner and Engineer to monitor and communicate program progress. A dashboard with key program metrics will be developed for use by Owner and Engineer. Report on the progress and performance of the project through standard progress and performance reports. Progress reports shall capture the status of the project as compared to predefined objectives on a weekly basis, and performance reports shall evaluate the effectiveness of the project such as resource usage, budget analyses (earned value), risk management, forecasting (estimate to complete and estimate at completion calculations), issue log analytics, or other relevant information on as needed basis.

Task 106 – Monthly Invoicing and Progress Reports

Engineer shall submit to the Owner monthly invoices accompanied by a written monthly progress report. Invoicing shall indicate, as applicable, the Owner's purchase order number, total contract amount, total amount previously invoiced, total amount paid, and current invoice amount. The monthly progress report shall include a project description, name of firm, name of the program manager, percent complete for the current period and the overall amount, work completed during the past month, work anticipated during the next month, and any information needed or items requiring the Owner decisions or input.

Task 107 – Communication Plan

Engineer shall develop a communication plan that addresses both internal and external communication needs that is coordinated with the Engineer and pre-selected Subconsultants with safeguards and procedural compliances and protocols for outside and public communications.

- Establish Program stakeholder group including Owner, Engineer, pre-selected Subconsultants, Owner's independent consultants for the LEAP District (Pure Development), and other potentially impacted utilities (Indiana American Water, CEG, Lebanon Utilities, Lafayette Utilities).
- Internal Communications: Internal communications shall ensure the full scope, goals, progress, and the issues of the program are accurately and effectively communicated to the program management team, Subconsultants, and Owner identified stakeholders.
- External Communications: Assist with critical stakeholder management, including governing agencies, permitting entities, and public involvement related activities. The Owner shall lead external communications with support from the Engineer.

Task 108 – Risk Management Plan

Engineer shall develop a risk management plan to identify and monitor program risks. The process will include development of an initial Risk Register (matrix) to facilitate ownership of risks and to identify mitigation strategies. Risks will be ranked based on overall impact and probability. Mitigation measures and contingency plans will be outlined in Risk Register (in matrix format) throughout the duration of the Program. An initial "seed" Risk Register will be developed during an initial Risk Management Plan workshop and will be further developed as additional risks and hazards are identified throughout the Program and reviewed at the monthly Progress Meetings.

The risk management plan will address specifically how program risks will be identified and managed through planning, design, construction, commissioning, and operation. The risk management plan will include, as a minimum, the following items:

- Risk Register
- Qualitative Risk Assessment
- Quantitative Risk Assessment
- Recommended Mitigation
- Risk Response Planning
- Risk Monitoring and Control Methodology

Task 109 – Program Meetings

Engineer shall prepare for and conduct program meetings. Program meetings are expected to include:

- A Kick-Off Meeting
- Up to six monthly progress meetings
- Bi-weekly Program Manager meetings held via teleconference with Owner and subconsultants
- Up to five utility coordination in-person meetings
- Up to three permitting, approval agencies, and local government in-person meetings
- Monthly coordination meetings held via teleconference with permitting and approval agencies
- Assistance to the Owner at up to three meetings with stakeholders or the public
- Up to eight workshops to review and discuss draft technical memoranda and the risk register plan

The duration of meetings is anticipated to be up to two hours plus meeting preparation. The duration of workshops is anticipated to be up to four hours plus meeting preparation. Engineer shall prepare the meeting or workshop agenda, handouts, and presentations (if required).

Engineer shall prepare and issue a summary of meetings and workshops to document decisions and direction. Engineer shall distribute the summaries to the Owner in electronic format within five business days following the meeting or workshop. Meetings and workshops shall be held at the Owner's or Engineer's Indianapolis office.

Task 110 – Program Memoranda

Draft Program Summary Memoranda and Technical Memoranda will be prepared by the Engineer to assist in making and documenting key Program decisions. The draft memoranda shall provide, when applicable, background, purpose, development of alternatives, evaluation of alternatives, figures, photographs, drawings, opinion of probable program costs using appropriate contingencies, operation and maintenance (O&M) costs, and summary of findings, conclusions and recommendations. Owner comments will be incorporated and final memoranda prepared to document key decisions. The Engineer shall provide a dashboard of key decisions about the Program to the Owner for Owner's use and reference in communications with other potential stakeholders. The final technical memoranda will be assembled into a Final Preliminary Engineering Technical Memoranda Report and will be submitted to the Owner. The following memoranda will be developed by the Engineer:

- Collector Well Conceptual Design Technical Memorandum: Present requirements for the collector well design criteria including size, location, recommended parcel acquisition list, capacity, access, easements, flood zones, flood protection and post-construction access. The draft technical memorandum will be submitted within 60 days of receipt of required information from the pre-selected collector well subconsultant. The pre-selected collector well subconsultant will provide data on well field layout, well design parameters, and estimated capacity.
- Groundwater Sampling and Testing Technical Memorandum: Engineer will coordinate with the pre-selected collector well subconsultant to collect groundwater samples at selected well pump test sites. Samples shall be delivered to a certified laboratory to perform tests chemical analyses (sulfates and chlorides), environmental analyses (volatile and semi-volatile organics) and other tests as recommended by the Engineer. Engineer shall perform analyses of the test results and summarize the test results in a technical memorandum at the conclusion of all testing.
- Preliminary Program Phasing Evaluation Summary Memorandum: Prepare a program phasing evaluation and document needed capacities and timing of proposed water and wastewater infrastructure. Program phasing will be based on previously prepared information provided by the Owner on end-user requirements and dates.
- Reuse and Sustainability Evaluation Summary Memorandum: Review and evaluate sustainable design concepts and recommend applications for water reuse strategies. Evaluation shall include overall program elements to identify reuse and sustainability opportunities. Coordination with Owner's consultant for the LEAP District shall be included.

- Preliminary Utility Coordination Summary Memorandum: Identify preliminary power, water and other utility needs associated with the construction of the collector wells, treatment plants, and pump stations. Identify preliminary Water Treatment Plant treated water connection requirements to the existing distribution system. Coordination shall be completed regarding locations for wastewater collection system connection to the existing Lebanon System.
- Preliminary System Instrumentation and Controls Summary Memorandum: Develop instrumentation and controls recommended strategy to ensure consistent applications and operational requirements.
- Preliminary Geotechnical Investigation Work Plan Summary Memorandum: Engineer will evaluate and analyze available geotechnical and hydrogeological data to prepare a preliminary geotechnical investigation work plan to conduct geotechnical drilling and testing in future phases.
- Program Delivery Alternatives Summary Memorandum: Engineer will evaluate program delivery alternatives to achieve the Owner's goals and schedule requirements for construction of the water and wastewater infrastructure. Engineer will evaluate design-bid-build (DBB), progressive design-build (DB), construction management at risk (CMAR), public-private partnership (P3), and early contractor involvement (ECI). Criteria to be evaluated for the delivery alternatives may include, but is not limited to scope, quality, performance requirements, schedule, risk allocation, and cost specific to Program elements.
- Physical Site Security and Resiliency Technical Memorandum: Evaluate and document Program resiliency and redundancy alternatives. Include opportunities for back-up power supply, environmental and non-environmental risk mitigation, and additional source of supply options. Pre-selected subconsultants to included specific facility redundancy evaluation as part of Task 111.
- Water Resource Evaluation Technical Memorandum: Assess impacts of proposed Wastewater Treatment Plant effluent to Eagle Creek Reservoir, overall watershed impacts, and regulatory considerations.

Engineer shall prepare a Final Program Summary Memoranda and Technical Memoranda Executive Summary to compile and document the final technical memoranda decisions prepared by the Engineer for the Program. Engineer shall submit the Executive Summary to the Owner as an electronic PDF.

Task 111 – Preliminary Engineering Management, Coordination and Oversight

Engineer will provide management, coordination, and oversight of the five pre-selected subconsultants that will perform preliminary engineering for the five construction packages as follows: 1) pipelines, 2) raw water pump stations, 3) water treatment plant, 4) wastewater treatment plant, 5) collector wells. The five pre-selected subconsultants will perform the

preliminary engineering as a subconsultant to Engineer. The Engineer will provide coordination between the pre-selected subconsultants, including coordination with the pre-selected collector well subconsultant performing well pumping tests; determination of safe yield; collector well locations; and preliminary sizing of the caissons and laterals. Engineer will also provide support to the Owner in coordination with Citizens Energy Group for the treated wastewater effluent conveyance pipeline and pumping stations as well as potable water conveyance from their existing potable water system to the LEAP District.

Engineer will provide peer review of the pre-selected subconsultants' deliverables and will provide advice and decision-making support to the Owner. It is anticipated that the pre-selected subconsultants' deliverables will include:

Pipelines

- Pipe Sizing and Alignment Alternatives Technical Memorandum: Evaluate up to two alignment alternative routes for raw water pipelines from the Wabash River near Lafayette to the LEAP site. Evaluate sizing of raw water pipelines based on required capacities.
- Pipe Material Alternatives Technical Memorandum: Evaluate alternatives for raw water pipe materials, factoring in material availability and cost by discussing with material suppliers and contractors.
- Pipe Installation Alternatives Technical Memorandum: Evaluate methods of installation of the raw water pipelines, including open cut versus trenchless.
- Environmental Impacts Technical Memorandum: Conduct a records review for potential environmental impacts for the preferred raw water pipeline. The impacts may include steep slopes, stream/river crossing or stream buffer, floodplain and wetland or wetland buffer encroachment, surface water and groundwater pollution, groundwater withdrawal, air and noise pollution, sedimentation and erosion, historical or archaeological sites, and possible impacts to wildlife. A summary of anticipated permits will also be provided in a table format with the agency name and contact, type of permit or approval required, and anticipated durations for review and approval.
- Utility Coordination Technical Memorandum: Summarize utility coordination items requiring additional investigation or additional property acquisition to accommodate utility relocation.
- Mapbook Drawings: Develop 11-inch x 17-inch maps of the raw water pipeline alignments on an aerial background, including known existing utilities and property information.
- Land Acquisition Plan: Identify parcels anticipated to be impacted by the preferred raw water pipeline alignment, with property owner information and a planning-level summary of anticipated land acquisition.
- Opinion of Probable Construction Cost (OPCC) and Preliminary Project Schedule: Develop a Class 5 OPCC of the raw water pipeline preferred alignment in accordance with the Association of Cost Engineering (ACE) International Recommended Practice

18R-97. Provide a preliminary project schedule that supports a construction period of 36 to 48 months, considering appropriate construction methods and material lead times.

Pump Stations

- Preliminary Hydraulic and Surge Analysis Technical Memorandum: Conduct hydraulic analyses of up to two raw water pipeline alignments from the Wabash River near Lafayette to the LEAP site. The hydraulic model will be completed using Bentley Systems WaterCAD software and include the pump stations, transmission mains, and lateral connections. Model scenarios will be completed in steady-state conditions to confirm the overall system operating pressures, transmission main sizing, and pipeline pressure ratings. Following completion of the steady-state model, a transient analysis for the transmission main will be completed using Bentley Systems HAMMER software to identify design measures to minimize hydraulic transients within the system.
- Preliminary Pump Station Alternatives Technical Memorandum: Utilizing the results from the steady-state hydraulic analysis and in coordination with the Pipelines pre-selected subconsultant, pump station alternatives will be developed for the raw water pipeline. The pump station alternatives will consider the following: pump type and sizing, coordination with pump manufacturers, materials of construction, general system layout and configuration, valve selection and layout, instrumentation and system controls, general building layout, and storage requirements.
- Preliminary Pump Station Siting and Layout Technical Memorandum: A potential site will be identified for each pump station along the raw water transmission pipeline. A layout of each site will be provided considering service roads for maintenance, power supply and other site utilities, and emergency standby power.
- Land Acquisition Plan: Identify parcels anticipated to be impacted by the siting of the proposed pump stations, including property owner information and a planning-level summary of anticipated land acquisition.
- OPCC and Preliminary Project Schedule: Develop a Class 5 OPCC of the pump stations in accordance with the AACE International Recommended Practice 18R-97. Provide a preliminary project schedule that supports a construction period of 36 to 48 months, considering appropriate construction methods and material lead times.

Water Treatment Plant

- Water Quality and Treatment Goals Technical Memorandum: Water quality data from the proposed raw water source is not anticipated to be available, so raw water quality data from similar sources will be reviewed in order to develop the basis for water treatment. Finished water quality requirements will also be recommended in coordination with the Owner regarding the types of anticipated water users at the site.
- Treatment Process Alternatives Technical Memorandum: Process alternatives will be evaluated, including pre-filtration, filtration, finished water clearwells, high service pumping, chemical feed systems, residual characteristics, and disinfection requirements. Up to three (3) process alternatives will be considered for each unit process. General process flow diagrams will be developed along with comparative advantages/disadvantages to support decision-making.
- Preliminary Siting Evaluation and Layout Technical Memorandum: A preliminary layout of the preferred alternative will be developed overtop an aerial with GIS topographic information. Access and staging during construction will be considered along with service roads for maintenance.
- Raw and Finished Water Storage Evaluation Technical Memorandum: Evaluate alternatives for raw and finished water storage at the plant site considering the recommended capacities, comparison of below-grade versus at-grade versus above-grade, and comparison of concrete versus steel construction.
- Residuals Handling Technical Memorandum: Review up to three (3) alternatives for disposal of residuals generated from water treatment. The evaluation is anticipated to consider NPDES permitted discharge via storage lagoons and sludge thickening/dewatering. Thickened/dewatered sludge to the WWTP will be considered with the WWTP pre-selected subconsultant.
- Facility Phasing Evaluation Technical Memorandum: Develop a plan for construction phasing and sequencing for the preferred alternative to meet the Owner's capacity requirement milestones.
- OPCC and Preliminary Project Schedule: Develop a Class 5 OPCC of the WTP in accordance with the AACE International Recommended Practice 18R-97. Provide a preliminary project schedule that supports the Owner's milestones for capacity requirements and considers appropriate construction methods and material lead times.

Wastewater Treatment Plant

- Influent Water Quality and Treatment Goals Evaluation Technical Memorandum: Evaluate influent loadings and flows in coordination with the Owner regarding the types of anticipated users at the site. Necessary pre-treatment requirements of industries will also be evaluated. After meeting with the Indiana Department of Environmental Management, the assumed effluent limits that serve the basis of the WWTP planning will be developed.
- Treatment Process Alternatives Technical Memorandum: Process alternatives will be evaluated, including preliminary treatment and influent pumping, primary treatment,

secondary treatment, tertiary treatment, effluent disinfection, solids stabilization, and solids handling. Up to two (2) alternatives will be considered for each process. General process flow diagrams will be developed along with comparative advantages/disadvantages to support decision-making.

- Preliminary Site Evaluation and Layout Technical Memorandum: A preliminary layout of the preferred alternative will be developed overtop an aerial with GIS topographic information. Access and staging during construction will be considered along with service roads for maintenance.
- Facility Phasing Evaluation Technical Memorandum: Develop a plan for construction phasing and sequencing for the preferred alternative to meet the Owner's capacity requirement milestones.
- OPCC and Preliminary Project Schedule: Develop a Class 5 OPCC of the WWTP in accordance with the ACE International Recommended Practice 18R-97. Provide a preliminary project schedule that supports the Owner's milestones for capacity requirements and considers appropriate construction methods and material lead times.

Collector Wells

- Desktop Study Technical Memorandum: Perform a desktop analysis utilizing existing data and reports to estimate a range of yields expected from horizontal collector wells along the Wabash River near Lafayette. The range of yields will be based on a 3-D geologic model and conceptual groundwater model of the region developed from the existing data.
- Land Access Technical Memorandum: Identify parcels with favorable characteristics for investigation and potential collector well development. Pre-selected subconsultant and Engineer will work with Owner's real estate team to support Owner's coordination of land access for exploration and testing at parcels along the Wabash River.
- Exploration and Characterization Technical Memorandum: Drill up to 28 sonic test borings to bedrock. Convert 20 of the test borings to monitoring wells for subsequent aquifer testing. Develop preliminary groundwater flow model of the targeted reach of the river-aquifer system and select four (4) sites for aquifer testing. Develop an aquifer testing work plan for the selected sites.
- Aquifer Testing and Analysis Technical Memorandum: Installation of a test production well at each of the four (4) selected sites with three additional monitoring wells at each site. Utilizing data loggers in the monitoring wells, collect background data and conduct 72-hour constant-rate pumping test at each of the sites. Collect water-quality samples at the end of each test and submit to analytical lab to analyze for potential drinking-water contaminants, including contaminants of emerging concern. Analyze the aquifer testing and derive hydraulic properties of the aquifer and aquifer/river connection.

The costs for drilling and data collection for the collector wells has been estimated from previous experience and will depend on site access, depth of the wells, costs of construction materials, and time on-site. The actual costs will be determined after the Desktop Study Technical Memorandum and Land Access Technical Memorandum for Owner approval prior to proceeding.

Task 112 – Preliminary Program Schedule and Opinion of Probable Program Cost

Prepare a preliminary program schedule and an opinion of the probable program costs for the Program. The Program schedule will be developed in the selected scheduling software for the Program. The preliminary cost opinion will be developed for the Program and will be comparable to the AACE Class 5 estimate. The program cost will include costs for program management, engineering, construction, construction management and inspection services, land and easement acquisition, legal and administrative, and contingencies.

Task 113 – Owner Directed Allowance

An Owner directed allowance is included for out-of-scope tasks that may be added to the scope of services as directed by the Owner. The Owner directed allowance will only be used when directed by the Owner and documented in writing.

SCHEDULE

Engineer will complete the services as indicated herein. This schedule is based on receiving prompt review and approvals from the Owner (one-week per review is included). A Notice-To-Proceed (NTP) is anticipated on January 23, 2023. Days referenced herein shall be calendar days unless otherwise specified. If the NTP is not received as anticipated, then the submittal dates shall be adjusted day for day until notice is received.

Task	Milestone
Program Management Schedule	3 weeks from NTP date
Draft Preliminary Engineering Memoranda	May 2023
Preliminary Program Schedule and Opinion of Cost	June 2023
Final Preliminary Engineering Memoranda	June 2023
Final Preliminary Engineering Memoranda Report and Conceptual Drawings	July 2023
Collector Well Exploration and Characterization Technical Memorandum and Aquifer Testing and Analysis Technical Memorandum	December 2023

SUPPLEMENTAL SERVICES

Any Work requested by the Owner which is not included in the Scope of Services as described herein will be considered a Supplemental Service to this Contract and may be added to the Scope upon mutual agreement to an increase in the contract amount or use of the Owner's directed allowance.

Supplemental Services may include, but are not limited to:

- a. Any meetings with local, State, or Federal agencies or utilities, or other affected parties to discuss the program, other than those specifically noted.
- b. Any appearances at any public hearings or before special boards.
- c. Work to respond to or meet the requirements of regulatory or funding agencies requests to implement the program, other than those specifically noted.
- d. Special consultants or independent professional associates requested or authorized by the Owner.
- e. Additional development of Geotechnical Investigation Work Plans, geotechnical investigations, or development of the Geotechnical Reports.
- f. Groundwater quality laboratory testing, other than those specifically noted.
- g. Evaluation of wastewater effluent pipeline alignment or wastewater effluent pump station.
- h. Services beyond July 2023 excluding fieldwork associated with collector wells as specifically noted.
- i. System modeling beyond what is specifically noted.
- j. Computation Fluid Dynamics (CFD) modeling of system components such as pump stations.
- k. Physical hydraulic modeling and evaluation for the proposed pump station or water storage.
- l. Purchasing and/or leasing of property for access or future use.
- m. Preparation for litigation, arbitration, or other legal or administrative proceedings; and appearances in court or at arbitration sessions in connection with the program.
- n. Provision, through a subcontract, of photographs or videotapes of the site's topographic and infrastructure features.
- o. Provisions to provide radio path or communication studies.
- p. An environmental assessment report and/or environmental impact statement as requested by the Owner or required by review agencies, any Environmental Site Assessments (ESA Phase I or Phase II investigations).
- q. Land easement or acquisition assistance for permanent easements or temporary easements including legal descriptions and plats for use by the Owner, property valuations, land and easement negotiations, and legal services; other than those specifically noted.
- r. Provision, through a subcontract, of any special reports or studies on materials and equipment requested by the Owner.

- s. Monitoring site or adjacent sites for air quality, odor quality, and/or noise.
- t. Provisions to prepare or conduct confined space evaluation or permits.
- u. Preparing a basis of design report, preliminary design, final design and bid phase services.
- v. Procurement of equipment.
- w. Developing request for proposals to solicit proposals or bids for project delivery.
- x. Any construction phase engineering services including resident inspections, review of submittals, requests for information or change order requests.
- y. Any start-up services including facility operation and maintenance manual (in addition to the equipment operation and maintenance manuals provided by the Contractor), and operator training.
- z. Providing written procedures, training, physical assessment, or any other Health and Safety provisions that may be required in the event hazardous materials are encountered.
- aa. Development of hazardous waste treatment, mitigation, or reduction systems for handling hazardous materials found or generated on the program.

**ATTACHMENT B
COMPENSATION**

Compensation for Services performed in accordance with Attachment A – Scope of Services will be billed on an hourly and expenses basis with a not-to-exceed engineering fee of \$9,288,391.

Engineer’s costs will be based on the hours incurred by classification multiplied by the hourly rates indicated in the below table.

<u>Classifications</u>	<u>2023 Hourly Billing Rates</u>
Program Assistant	\$110
Technician	\$120
Inspector / Staff Engineer	\$135
Sr. Inspector / Sr. Technician	\$165
Project Engineer	\$175
Analyst	\$200
Cost Estimator / Engineering Manager / Procurement Specialist / Program Controls / Resident Project Representative / Scheduler	\$215
Consultant / Geotechnical Engineer / Hydrogeologist	\$245
Advisory Manager / Deputy Program Manager / Sr. Engineer	\$275
Construction Manager / Program Manager	\$295
Principal Consultant / Technical Specialist	\$325
Program Director	\$350

Hourly rates are subject to annual adjustment on each January 1. Overtime applies to non-exempt personnel as defined by the U.S. Federal Wage and Hour Law. Overtime will be billed as actual hours charged to the project by Black & Veatch non-exempt personnel in accordance with the rates indicated herein plus a 50 percent increase.

Reimbursable expenses will be billed at actual cost. Reimbursable expenses include but are not limited to costs such as airfare, vehicle mileage (at the IRS business rate), lodging, meals, vehicle rental, relocations, phone charges, project specific software, cloud computing and storage, special rental equipment, shipping, postage, and in-house reproduction. Expenses for field assignments will be billed as a per diem, actual expenses or a combination as determined by the specific assignment. Specialty software applications (excluding Autocad, Microsoft Office, and ESRI GIS) will be billed at \$25 per hour utilized.

Subconsultants and third-party services will be billed at actual cost plus 10 percent for administrative expenses.

Engineer shall invoice Owner monthly for services rendered. Owner shall pay Engineer within 30 days of receipt of an invoice.

Indiana Economic Development Corporation
LEAP Water and Wastewater Infrastructure
Program Management
Fee Estimate

WORK TASKS	Program Director	Program Manager	Deputy Program Manager	Technical Specialist	Sr. Engineer	Engineering Manager	Program Controls	Scheduler	Procurement Specialist	Cost Estimator	Geotechnical Hydrogeologist	Project Engineer	Staff Engineer	Sr. CAD Technician	CAD Technician	Program Assistant	Labor and Expenses		Total Labor and Expenses	INTEGRA	Structurepoint	Subcontractor	Greedy & Pearson	Subcontractor Fee	Total Labor & Expenses @ Subcontractor		
																	HOURS	EXPENSES									
PHASE 1 - PROGRAM MANAGEMENT, ADMINISTRATION AND COORDINATION																											
Task 101 - Program Management	100	432	1,450															2,432	\$ 618,840	\$ 58,750					\$ 678,590		
Task 102 - Data Collection, Review, and Analysis		16	32															95	\$ 14,400	\$ -					\$ 14,400		
Task 103 - Program Management Plan		20	40									80						280	\$ 46,300	\$ -					\$ 46,300		
Task 103a - Project Management Information System		40	120								120							400	\$ 70,000	\$ 50,000					\$ 120,000		
Task 103b - Program Goals and Reporting		80	80															160	\$ 103,400	\$ -					\$ 103,400		
Task 103c - Monthly Reporting and Progress Reports		40	80															80	\$ 14,400	\$ -					\$ 14,400		
Task 103d - Cost Management Plan		10	32															304	\$ 14,400	\$ -					\$ 14,400		
Task 104 - Risk Management Plan		10	32															304	\$ 14,400	\$ -					\$ 14,400		
Task 104a - Risk Management Plan		208	208		104	40					80	208	80					1,264	\$ 200,400	\$ 28,700					\$ 229,100		
Task 110 - Program Memoranda		32	80	100	200	200					200	480	480	80				2,480	\$ 400,400	\$ -					\$ 400,400		
Task 111 - Preliminary Engineering Management, Coordination and Oversight		40	100	180	280	280					280	320	320					1,440	\$ 345,300	\$ -	\$ 2,855,000	\$ 862,400	\$ 759,150	\$ 871,033	\$ 899,895	\$ 818,748	\$ 7,151,598
Task 112 - Preliminary Program Schedule and Operator of Probable Program Cost		80	120							80								560	\$ 143,800	\$ -					\$ 143,800		
Task 113 - Owner Directed Allowance																		0	\$ -	\$ 100,000					\$ 100,000		
TOTAL PHASE 1 - PROGRAM MANAGEMENT, ADMINISTRATION AND COORDINATION	240	1096	2,312	360	624	600	296	216	80	80	600	1,328	600	120	180	1,428	10,080	\$ 2,243,880	\$ 238,485	\$ 2,482,365	\$ 862,400	\$ 789,150	\$ 871,033	\$ 899,895	\$ 618,748	\$ 9,288,391	











Black & Veatch (Addendum) (424221) expire 12.31.23

Final Audit Report

2023-01-20

Created:	2023-01-12
By:	Glenda Reitz 7EE (GReitz@iedc.IN.gov)
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"Black & Veatch (Addendum) (424221) expire 12.31.23" History

-  Document created by Glenda Reitz 7EE (GReitz@iedc.IN.gov)
2023-01-12 - 4:53:23 PM GMT
-  Document emailed to rpaglia@iedc.in.gov for signature
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-  Email viewed by rpaglia@iedc.in.gov
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-  Signer rpaglia@iedc.in.gov entered name at signing as Robert J. Paglia
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-  Signer jasmwilliams@sba.in.gov entered name at signing as Jasmine Williams on behalf of
2023-01-20 - 8:32:03 PM GMT
-  Document e-signed by Jasmine Williams on behalf of (jasmwilliams@sba.in.gov)
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✔ Agreement completed.

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