

PROFESSIONAL SERVICES CONTRACT

This Contract ("Contract"), entered into by and between the Indiana Finance Authority ("Authority") and Atlas Technical Consultants, LLC ("Consultant"), is executed pursuant to the terms and conditions set forth herein and is intended to address the scope of professional environmental services to be provided by the Consultant to the Authority pertaining to the Indiana Brownfields Program's ("Program") Phase I Environmental Site Assessment Initiative ("Phase I Initiative") Activities. As projects are awarded by the Authority to the Consultant, a project-specific amendment to the Contract ("Project Amendment") will be made as set forth in Section 29, including documents required under the Contract to implement the work. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Duties of Consultant. The Consultant shall provide the following services relative to this Contract:

Project activities ("Project Activities") in accordance with any Project Amendment made hereto as Exhibit A, which shall include a scope of work ("Scope of Work") approved by the Program, a schedule for project tasks ("Schedule"), a total estimated project expense budget ("Project Budget"), and a copy of an executed site access agreement ("Site Access Agreement"), if required for the project.

2. Consideration. The Consultant will be paid in accordance with the Schedule and Project Budget for performing the duties set forth in the Project Amendment. Total remuneration under the Project Amendment shall not exceed the amount awarded by the Authority and stated in the Project Amendment without prior authorization from the Program.

3. Term. This Contract shall be effective for a period of two (2) years from the date of the last state signature, or if sooner, immediately following the completion of the duties set forth in a Project Amendment to the satisfaction of the Authority and following final payment by the Authority to the Consultant pursuant to a Project Amendment to this Contract. No Project Amendments to this Contract shall be awarded after a period of two (2) years from the date of the last state signature.

4. Access to Records. The Consultant and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract and for three (3) years from the date of final payment under this Contract, for inspection by the State of Indiana (the "State"), the Authority, or its authorized designees. Copies shall be furnished at no cost to the Authority if requested.

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

6. Assignment of Antitrust Claims. As part of the consideration for the award of this Contract, Consultant assigns to the State all right, title and interest in and to any claims Consultant now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

7. Audits. The Consultant acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC § 5-11-1, et. seq. and audit guidelines specified by the State.

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

9. Changes in Work. The Consultant shall not commence any additional work or change the scope of the work until authorized in writing by the Program. The Consultant shall make no claim for additional compensation in the absence of a prior written approval which, in conjunction with a written summary of additional Project Activities and associated costs, shall be attached to the Project Amendment for the Project Activities. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

10. Consultant Reporting. Within thirty (30) days following receipt of a Comment Letter or other documentation from the Authority stating that the Project Activities have been completed to the satisfaction of the Authority, the Consultant shall submit to the Authority a completed "Brownfields Project Return on Investment (ROI) Survey" form (current form attached as part of Exhibit D attached hereto) available online at: <https://www.in.gov/ifa/brownfields/files/Brownfields-ROI-Project-Survey-6.2.23.pdf>. The Brownfields Project Return on Investment (ROI) Survey form will provide the Authority with current information regarding remediation and redevelopment plans for the Site and should be expected to be updated on a periodic basis in the future until redevelopment at the Site is complete.

11. Compliance with Laws.

- A. The Consultant shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the Authority and the Consultant to determine whether the provisions of this Contract require formal modification.

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

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

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

- E. Any payments that the Authority may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC § 5-17-5.

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

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

- H. As required by IC § 5-22-3-7:
 - (1) The Consultant and any principals of the Consultant certify that:
 - (A) the Consultant, except for *de minimis* and nonsystematic violations, has not violated the terms of:
 - (i) IC § 24-4.7 [Telephone Solicitation Of Consumers];
 - (ii) IC § 24-5-12 [Telephone Solicitations]; or
 - (iii) IC § 24-5-14 [Regulation of Automatic Dialing Machines];
 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and
 - (B) the Consultant will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC § 24-4.7 is preempted by federal law.

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

12. Condition of Payment. All services provided by the Consultant under this Contract must be performed to the Authority's reasonable satisfaction, as determined at the discretion of the undersigned

Authority representatives and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The Authority shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

13. Confidentiality of State Information. The Consultant understands and agrees that data, materials, and information disclosed to the Consultant may contain confidential and protected information. The Consultant covenants that data, material and information gathered, based upon or disclosed to the Consultant for the purpose of this Contract, will not be disclosed to or discussed with third parties without the prior written consent of the Authority.

14. Continuity of Services.

- A. The Consultant recognizes that the services to be performed under this Contract are vital to the Authority and must be continued without interruption and that, upon Contract expiration, a successor, either the Authority or another service provider, may continue them. The Consultant agrees to:
 - i. Furnish phase-in training; and
 - ii. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- B. The Consultant shall, upon the Authority's written notice:
 - i. Perform transition services for up to sixty (60) days after this Contract expires; and
 - ii. Negotiate in good faith a plan with a successor to determine the nature and extent of transition services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Authority's approval. The Consultant shall provide sufficient experienced personnel during the transition period to ensure that the services called for by this Consultant are maintained at the required level of proficiency.
- C. The Consultant shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Consultant also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Consultant shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- D. The Consultant shall be reimbursed for all reasonable transition costs (i.e., costs incurred within the agreed period after contract expiration that result from the transition).

15. Debarment and Suspension.

- A. The Consultant certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary

management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Consultant.

- B. The Consultant certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Consultant shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the Authority's request, take all steps required by the Authority to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

16. Default by State. If the Authority, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Consultant may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination.

17. Disputes.

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

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

In addition to the provisions of the above paragraph, if the total contract amount set forth in this Contract is in excess of \$25,000.00, the Consultant hereby further agrees that this Contract is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully

executed by the Consultant and made a part of the contract or agreement as part of the contract documents.

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

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Consultant's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Consultant's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Consultant of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the Authority 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.

19. Employment Eligibility Verification. As required by IC § 22-5-1.7, the Consultant swears or affirms under the penalties of perjury that the Consultant does not knowingly employ an unauthorized alien. The Consultant further agrees that:

- A. The Consultant shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC § 22-5-1.7-3. The Consultant is not required to participate should the E-Verify program cease to exist. Additionally, the Consultant is not required to participate if the Consultant is self-employed and does not employ any employees.
- B. The Consultant shall not knowingly employ or contract with an unauthorized alien. The Consultant shall not retain an employee or contract with a person that the Consultant subsequently learns is an unauthorized alien.
- C. The Consultant shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Consultant that the subcontractor does not knowingly employ or contract with an

unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Consultant agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

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

20. Employment Option. If the Authority determines that it would be in the Authority or the State's best interest to hire an employee of the Consultant, the Consultant will release the selected employee from any non-competition agreements that may be in effect. This release will be at no cost the Authority or the State or the employee.

21. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately 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.

22. Funding Cancellation. 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 Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

23. Governing Laws. This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana, County of Marion. The Consultant specifically consents to this jurisdiction and venue.

24. Indemnification. The Consultant agrees to indemnify, defend, and hold harmless the Authority and the State, its agents, officers, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Consultant and/or its subcontractors, if any, in the performance of this Contract. The Authority and the State shall **not** provide such indemnification to the Consultant.

25. Independent Consultant; Workers' Compensation Insurance. The Consultant is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of employment, agency, partnership, or joint venture between the parties. 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. The Consultant shall provide all necessary unemployment and workers' compensation insurance for the Consultant's employees. Upon request from the Authority, Consultant shall provide a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

26. Insurance. The Consultant shall secure and keep in force during the term of this Contract, the following insurance coverages, covering the Consultant for any and all claims of any nature which may in any manner arise out of or result from Consultant's performance under this Contract:

- A. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits of \$700,000 per person and \$5,000,000 per occurrence unless additional coverage is required by the Authority or the State. The Authority and State are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.
- B. Automobile liability for owned, non-owned and hired autos with minimum liability limits of \$700,000 per person and \$5,000,000 per occurrence. The Authority and State are to be named as additional insureds on a primary, non-contributory basis.
- C. Professional liability, including errors and omissions, with minimum liability limits of \$1,000,000 per occurrence. The Authority and the State are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract. Coverage for the benefit of the Authority and the State shall continue for a period of two (2) years after the date of service provided under this Contract.
- D. Consultant's (Contractor's) pollution legal liability, with minimum liability limits of \$1,000,000. The Authority and the State are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.
- E. The Consultant shall provide proof of such insurance coverage by tendering to the undersigned Authority representative a certificate of insurance prior to the commencement of this Contract and proof of worker's compensation coverage meeting all statutory requirements of Indiana Code § 22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

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

- A. The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
- B. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Consultant.
- C. The Authority and the State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Consultant in excess of the minimum requirements set forth above. The duty to indemnify the Authority and the State under this Contract shall not be limited by the insurance required in this Contract.
- D. The insurance required in this Contract, through a policy or endorsement, shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days prior written notice to the Authority. Written notice of modification will be limited to changes in policy type, reductions in policy limits, change in policy number, change in policy expiration dates, or change in producer or underwriter of the policy.

- E. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the Authority to immediately terminate this Contract.

27. Key Person(s).

- A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) separate employment from the Consultant during the term of this Contract for whatever reason, the Authority shall have the right to terminate this Contract upon thirty (30) days' prior written notice.
- B. In the event that the Consultant is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Consultant shall not be permitted without express written consent of the Authority.
- C. Nothing in sections A and B above shall be construed to prevent the Consultant from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Consultant shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key person(s) to this Contract are specified in Exhibit B of this Contract.

28. Licensing Standards. The Consultant and its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the Consultant pursuant to this Contract. The Authority shall not be required to pay the Consultant for any duties or services performed when the Consultant or its employees or subcontractors are not in compliance with such applicable standards, laws, rules or regulations. If licensure, certification or accreditation expires or is revoked, or if disciplinary action is taken against an applicable licensure, certification or accreditation, the Consultant shall notify the Authority immediately and the Authority, at its option, may immediately terminate this Contract.

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

30. Minority and Women Business Enterprise Compliance. The Consultant agrees to comply fully with the Consultant's MBE/WBE participation plan. The Consultant, upon request from the Authority, shall furnish a copy of the Consultant's MBE/WBE participation plan.

31. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically § IC 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Consultant covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age,

disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Consultant certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the Authority and any applicant or employee of the Consultant or any subcontractor.

32. Notice to Parties. Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the addresses as specified in the attached Exhibit B.

33. Order of Precedence; Incorporation by Reference; Interpretation. Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract, (2) attachments prepared by the Authority, and (3) attachments prepared by the Consultant. All of the foregoing are incorporated fully by reference. All attachments, and all documents referred to in this paragraph are hereby incorporated fully by reference. Any interpretation applied to this Contract, by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against the Authority solely by virtue of the Authority or its representatives having drafted all or any portion of this Contract.

34. Ownership of Documents and Materials.

- A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the "Materials") not developed or licensed by the Consultant prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Consultant transfers and assigns any ownership claims to the Authority so that all Materials will be the property of the Authority. If ownership interest in the Materials cannot be assigned to the Authority, the Consultant grants the Authority 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 the Materials, other than related to contract performance by the Consultant, without the prior written consent of the Authority, is prohibited. During the performance of this Contract, the Consultant shall be responsible for any loss of or damage to the Materials developed for or supplied by the Authority and used to develop or assist in the services provided while the Materials are in the possession of the Consultant. Any loss or damage thereto shall be restored at the Consultant's expense. The Consultant shall provide the Authority full, immediate, and unrestricted access to the Materials and to the Consultant's work product during the term of this Contract.

35. Payments.

- A. The Authority agrees to pay the Consultant for work performed pursuant to a Project Amendment after such activities have been completed and submission to the Authority of invoice(s) detailing costs and expenses incurred by the Consultant in the completion of such activities.
- B. All payments shall be made in arrears in conformance with fiscal policies and procedures of the Authority and, as required by IC § 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Consultant in writing. No payments will be made in advance of

receipt of the goods or services that are the subject of this Contract except as permitted by the Authority in its sole discretion.

- C. To facilitate payment timeliness, the Authority will distribute funds to the Consultant in accordance with the "Financial Assistance Disbursement Guidelines – State Funding" attached hereto as Exhibit C. The Authority agrees to pay all eligible costs within thirty (30) days of receipt of all information necessary for its review of invoice(s).

36. Penalties/Interest/Attorney's Fees. The Authority will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC § 5-17-5, IC § 34-54-8, and IC § 34-13-1, and IC § 34-52-2-3.

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

37. Progress Reports. The Consultant shall submit progress reports to the Authority upon request. The report shall be oral, unless the Authority, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the Authority that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

38. Renewal Option; Extension Upon Mutual Agreement. This Contract may be renewed under the same terms and conditions, subject to the approval of the Authority and Consultant. The term of the renewed contract may not be longer than the term of the original Contract. Notwithstanding anything in the foregoing to the contrary, the term of the Contract may be extended on the same terms and conditions on a month-to-month basis upon the expiration of the Initial Term. Any such extension shall be set forth in writing and signed by both parties.

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

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

41. Taxes. The Authority is exempt from most state and local taxes and many federal taxes. The Authority will not be responsible for any taxes levied on the Consultant as a result of this Contract.

42. Termination at Will. This Contract may be terminated, in whole or in part, at any time, by either party, with the provision of thirty (30) days' notice prior to the termination effective date by providing written notice to the other party, specifying the extent to which performance of services under such termination becomes effective. The Consultant shall be compensated for services properly rendered prior to the effective date of termination. The Authority will not be liable for services performed or costs incurred after the effective date of termination. The Consultant shall be compensated for services herein provided, but in no case shall total payment made to the Consultant exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

43. Termination for Default.

- A. With the provision of thirty (30) days' notice to the Consultant, the Authority may terminate this Contract in whole or in part if the Consultant fails to:
 - 1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the Authority determines progress is being made and the extension is agreed to by the parties;
 - 2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
 - 3. Make progress so as to endanger performance of this Contract; or
 - 4. Perform any of the other provisions of this Contract.

- B. If the Authority terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the Authority considers appropriate, supplies or services similar to those terminated, and the Consultant will be liable to the Authority for any excess costs for those supplies or services. However, the Consultant shall continue the work not terminated.

- C. The Authority shall pay the Contract price for completed supplies delivered and services accepted. The Consultant and the Authority shall agree on the amount of payment for manufacturing materials delivered and accepted for the protection and preservation of the property. Failure to agree will be a dispute under the provisions governing disputes. The Authority may withhold from these amounts any sum the Authority determines to be necessary to protect the Authority against loss because of outstanding liens or claims of former lien holders.

- D. The rights and remedies of the Authority in this clause are in addition to any other rights and remedies provided by law, equity, or under this Contract.

44. Travel. Expenditures made by the Consultant for travel will be reimbursed at the current rate paid by the Authority and in accordance with the State of Indiana Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of-state travel requests must be reviewed by the Authority for both availability of funds and for appropriateness per Circular guidelines.

45. Waiver of Rights. No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the Authority's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Consultant shall be and remain liable to the Authority in accordance with applicable law for all damages to the Authority caused by the Consultant's negligent performance of any of the services furnished under this Contract.

46. Work Standards. The Consultant shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards customary in the locality for similar projects. If, in its sole discretion, the Authority becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the Authority may request in writing the replacement of any or all such individuals, and the Consultant shall grant such request. The Consultant shall not be entitled to compensation for the time necessary to familiarize replacement personnel with the status of the services provided and to be provided.

47. Contract Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed, or deleted the Authority's standard clauses in any way.

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

THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY

Non-Collusion and Acceptance.

The undersigned attests, subject to the penalties for perjury, that he/she is the Consultant, or that he/she is the properly authorized representative, agent, member or officer of the Consultant, that he/she has not, nor has any other member, employee, representative, agent or officer of the Consultant, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract, other than that which appears upon the face of this Contract.

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

"Consultant"

"Authority"

ATLAS TECHNICAL CONSULTANTS, LLC

INDIANA FINANCE AUTHORITY

By Christopher J. Bishop

By James P. McGoff
James P. McGoff,
Director of Environmental Programs

Christopher J. Bishop

5/29/2024

PRINTED NAME, TITLE

DATE

6-4-24

DATE

ATTEST:

ATTEST:

By Paula J Sedam

By Mugh
Meredith M. Gramelspacher,
Director and General Counsel
Indiana Brownfields Program

Paula J Sedam

5/29/2024

PRINTED NAME, TITLE

DATE

6.4.24

DATE

**EXHIBIT A
PROJECT AMENDMENT**



Indiana Brownfields Program
an Indiana Finance Authority Environmental Program

100 North Senate Avenue, Room 1275
Indianapolis, Indiana 46204
www.brownfields.in.gov

James P. McGoff
Director of Environmental Programs
(317) 232-2972
jmcgoff@ifa.in.gov

May 30, 2024

Mr. Christopher Bishop
Senior Project Geologist
Atlas Technical Consultants, LLC
7988 Centerpoint Drive, Suite 100
Indianapolis, Indiana 46256

Re: Cost Proposal for Phase I Environmental Site
Assessment
Oxford 66 Station
102 North Justus Street
Oxford, Benton County, Indiana
Brownfield Site #4070444
Atlas – Phase I Initiative Project Amendment #1

Dear Chris:

The Indiana Brownfields Program (Program) is in receipt of Atlas Technical Consultants, LLC's (Atlas) proposal (see Attachment A) submitted in response to the Program's request for a cost estimate for the completion of a Phase I Environmental Site Assessment (Phase I) at the Oxford 66 Station in Oxford, Indiana (Site). We have attached a Project Amendment to be attached as part of Exhibit A of your firm's Professional Services Contract with the Indiana Finance Authority (Authority) which acknowledges the Program's acceptance of your proposal and will serve as your authorization to proceed.

Scope of Work

As outlined in Attachment A, Atlas will perform the following task:

Task A: Complete a Phase I according to the American Society of Testing and Materials (ASTM) 1527-21 and All Appropriate Inquiry (AAI) standards and submit to the Program for review

Site Access

Atlas will need to execute a site access agreement (Site Access Agreement) with the owner of the Site granting access to the Site for the environmental assessment activities. An executed copy of the Site Access Agreement will be attached hereto by the Program as Attachment B after it is received from your firm. If the Site owner refuses to sign the Site Access Agreement, the Program may determine to withdraw funding for the Site.



Schedule for Project Tasks

The schedule outlined below approximates the timeline for implementation of the work outlined in Attachment A:

- May 30, 2024: Project Amendment transmitted to consultant
- June 3, 2024: Signed Project Amendment and Site Access Agreement received by the Program
- July 11, 2024: Phase I Report and final invoice submitted to the Program

Total Estimated Project Expense Budget & Payment

The cost to complete the above-referenced Scope of Work will be based on the proposal contained in Attachment A and total project expense budget (Project Budget) outlined herein. Atlas will not change the Scope of Work or exceed the Project Budget for this project without prior written authorization from the Program. The Program has executed the Project Amendment attached hereto to authorize initiation of the activities under the Scope of Work. As soon as the Program receives Atlas's signed acknowledgment on the Project Amendment, invoicing can begin according to the following proposed payment schedule:

- Category I: Phase I

Modifications to the above schedule shall be discussed with the Program's Project Manager for the Site, Dawn Andershock, and are subject to approval by the Program. Atlas can submit invoices for this project following completion and submittal of the Phase I Report, and the Program will issue payment to Atlas after its review and approval of the final Phase I Report. Requests for payment should be submitted using the Disbursement Request Form attached hereto as Attachment C and should be accompanied by all required supporting documentation. As there is no grant recipient for this project, the form may be submitted directly to the Program's Project Manager for the Site. Following invoice approval by the Program's Project Manager, payment will be made directly by the Program to Atlas.

PROJECT AMENDMENT #1

Description of Services: Phase I Environmental Site Assessment

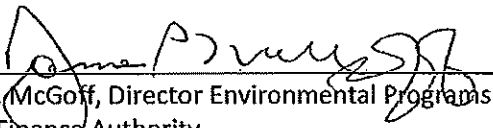
Project Name: Oxford 66 Station
102 North Justus Street
Oxford, Benton County, Indiana
Brownfield Site #4070444

Proposed Budget: \$1,870.00

Atlas will perform the Scope of Work described above and in Attachment A for a total project cost of \$1,870.00. This form shall serve as an authorization by the Program to proceed with the Scope of Work. Invoicing may begin according to the above-referenced payment schedule upon the Program's receipt of Atlas's acknowledgment below.

PROPOSAL ACCEPTED BY:

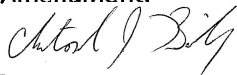
I hereby acknowledge and agree to the proposal including the Scope of Work in Attachment A hereto and the conditions set forth in the letter to which this Project Amendment is attached.


James P. McGoff, Director Environmental Programs
Indiana Finance Authority

5/29/2024
Date

ACKNOWLEDGED BY: Atlas Technical Consultants, LLC

I hereby acknowledge and accept the conditions set forth in the enclosed letter and this Project Amendment.


Signature

Christopher J. Bishop - Senior Project Geologist
Print Name & Title

6-24-24
Date

For Approval of Charges, Send Invoice(s) to:

Dawn Andershock
Indiana Brownfields Program
100 N. Senate Avenue, Room 1275
Indianapolis, Indiana 46204
Email: dandershock@ifa.in.gov
Telephone: (317) 234-4861

Attachment A
Approved Proposal & Scope of Work



Atlas Technical Consultants, LLC
7988 Centerpoint Drive, Suite 100
Indianapolis, Indiana 46240
317.849.4990 | www.oneatlas.com

May 17, 2024

Ms. Dawn Andershock
Indiana Brownfields Program
100 North Senate Avenue, Room 1275
Indianapolis, Indiana 46204

Re: **Bid Proposal for Phase I Environmental Site Assessment**
Oxford 66 Station
102 North Justus Street
Oxford, IN
Atlas Proposal No. 24-05504

Dear Ms. Andershock:

Atlas Technical Consultants, LLC (ATLAS) is pleased to provide the Indiana Brownfields Program (Program) with this proposal to perform the tasks outlined in the May 10, 2024 Bid Proposal Memorandum.

As provided in the Narrative Description of Environmental Issues and Project Tasks to be Completed in Appendix A and a copy of the Cost Analysis Spreadsheet is included as Appendix B, Atlas can complete this project for \$1,870.00.

ATLAS appreciates this opportunity to provide this proposal, and we look forward to working with the Program on this project. Please call us should you have any questions or comments about this proposal.

Sincerely,
Atlas Technical Consultants, LLC

A handwritten signature in black ink, appearing to read "Chris J. Bishop". The signature is fluid and cursive, with the first name "Chris" being the most prominent.

Christopher J. Bishop
Senior Project Geologist
Direct Line +1 317-579-4015
Email: chris.bishop@oneatlas.com

A handwritten signature in black ink, appearing to read "Amy Sides". The signature is fluid and cursive, with the first name "Amy" being the most prominent.

Amy Sides
Project Geologist
Direct Line +1 317-579-4058
Email: amy.sides@oneatlas.com

Attachments

Appendix A: Narrative Description of Environmental Issues and Project Tasks to be Completed
Appendix B: Cost Analysis Spreadsheet

APPENDIX A

Narrative Description of Environmental Issues and Project Tasks to be Completed

Bid Proposal for Phase I Environmental Site Assessment
Oxford 66 Station
102 North Justus Street, Oxford, IN

PROJECT DESCRIPTION

The overall objective of this project is to complete a Phase I Environmental Site Assessment (ESA), for the Site referenced above. It is our understanding the Site consists of a 0.22 acre lot (parcel number 04-12-18-443-048.000-011) improved with a 1,400 square foot building built in 1952, and paved and gravel parking areas

Phase I Environmental Site Assessment

The proposed Phase I ESA will be conducted in general accordance with the ASTM Standard Practice E1527-21, consistent with a level of care and skill ordinarily practiced by the environmental consulting profession currently providing similar services under similar circumstances. The purpose of the ESA will be to identify *recognized environmental conditions* in connection with the Site at the time of the site reconnaissance. The scope of ESA will include an evaluation of the following:

- Physical setting characteristics of the Site through a review of referenced sources such as topographic maps and geologic, soils and hydrologic reports;
- Usage of the Site, adjoining properties, and surrounding area through a review of reasonably ascertainable historical sources such as land title records, fire insurance maps, city directories, aerial photographs, prior reports, Indiana Department of Environmental Management (IDEM) Virtual File Cabinet (VFC) files and interviews;
- Observations and interviews regarding current Site usage and conditions including: the use, treatment, storage, disposal or generation of hazardous substances, petroleum products, hazardous wastes, non-hazardous solid wastes, and wastewater;
- Observations and interviews regarding usage of adjoining and surrounding area properties and the likely impact of known or suspected releases of hazardous substances or petroleum products from those properties on the Site;
- Information in ASTM-specified environmental agency databases and local environmental records, within the ASTM-specified approximate minimum search distance from the Site;
- Interviews with state and local government officials to obtain information indicating recognized environmental conditions associated with the property. These interviews will include the local fire department, waste disposal agency (this may be accomplished via a file review), and the local health department having governance of ground water use and or restrictions.
- Regulatory Agency File and Records Review, consisting of conducting a file review (i.e. Freedom of Information Act request or alternative method/source) for the Property and/or one adjoining property, as warranted by the findings of the Phase I ESA. If ATLAS determines that additional Regulatory Agency File and Records Reviews are warranted, ATLAS will advise Client and seek written authorization for the additional services and fees.

- Potential for the migration of vapors onto the Site from off-Site sources based on review of standard regulatory sources. Please note the scope of this investigation does not include a Tier 1 Vapor Encroachment Screening (VES) per the methodology as described in *ASTM E2600-10: Standard Guide for Vapor Encroachment Screening on Property Involved in Real Estate Transactions*; and,
- Preparation of a written report that includes executive summary, findings, opinions, conclusions, and supporting documentation.
- The Phase I Assessment will also include responses regarding the site, If known, is/does the Site:
 - Meet the state definition of a brownfield under IC 13-11-2-19.3?
 - Subject to Resource Conservation and Recovery Act (“RCRA”) Corrective Action for hazardous substances contamination or petroleum contamination (under section 9003(h) of the Solid Waste Disposal Act (RCRA § 6991b(h))?
 - Pose an imminent threat to human health or the environment? If yes, please explain.
 - Listed or proposed for listing on the National Priorities List?
 - Subject to unilateral administrative orders, court orders, administrative orders on consent, or judicial consent decrees issued to or entered into by parties under Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”)? If yes, please explain.
 - Subject to the jurisdiction, custody, or control of the United States government?
 - Subject to planned or ongoing response actions under CERCLA? If yes, please explain.
 - Subject to a unilateral administrative order, court order, administrative order on consent, or judicial consent decree, or subject to a permit issued by the U.S. government or an authorized state under the RCRA, the Federal Water Pollution Control Act (“FWPCA”), the Toxic Substances Control Act (“TSCA”), or the Solid Waste Disposal Act (“SWDA”)? If yes, please explain.
 - Subject to a corrective action order under RCRA § 3004(u) or 3008(h) and subject to a corrective action permit or order that has been issued or modified to require the implementation of corrective measures? If yes, please explain.
 - A land disposal unit that has filed a closure notification under Subtitle C of RCRA and subject to closure requirements specified in a closure plan or permit? If yes, please explain.
 - Subject to an open or pending State or federal administrative or judicial enforcement action? If yes, please explain.
 - One where there has been a release of polychlorinated biphenyls and all or part of the site is subject to remediation under TSCA? If yes, please explain.

SCHEDULE

ATLAS will adhere to the following work schedule to deliver the final Phase I ESA report:

- Commence Work: May 28, 2024 Phase I ESA
- Report/Final Invoice: June 25, 2024

DELIVERABLES

ATLAS will provide the following deliverables:

- An electronic copy of the Phase I ESA Report to the applicant, to the Program and to the Site owner and/or prospective purchaser.
- Invoice for the Site.

PROPOSAL COST ESTIMATE

ATLAS proposes to perform the above work on a time and materials basis in accordance with the scope described in this proposal. If the scope of this project should differ from that specified in this proposal, then the costs would be modified to reflect those changes. This cost estimate will not be exceeded unless unexpected conditions are encountered or the scope of the project is changed. Any changes in the work scope will be approved by the client prior to implementation of such changes. Additional cost break down included in **Appendix B**.

Estimated Project Costs

Task	Cost Estimate
Kent Property Phase I ESA	\$1,870.00
Task Totals	\$1,870.00

IDENTIFICATION OF STAFF MEMBERS

ATLAS Project Team
Christopher Bishop <i>Environmental Professional</i> Senior Project Geologist, LPG; over 30 years of experience B.S., Environmental Science, Ball State University 1985
Amy Sides <i>Assessor and Reporting</i> Project Geologist; 19 years of experience B.S. in Geology, Ball State University, Muncie, Indiana, 2002

APPENDIX B

Cost Analysis Spreadsheet

Oxford 66 Station 102 North Justus St., Oxford, IN	Quantity	Unit	Unit Rate	Approved SUBTOTAL	Approved Category TOTAL
I. Phase I Site Assessment (Office)					\$ 319.00
<u>A. Project Set up</u>				\$ 54.00	
Project Administrator	1	hr	\$ 54.00		
			\$ -		
<u>B. Materials and Equipment (list each separately for this Category)</u>				\$ 265.00	
EDR	1	Lump	\$ 265.00		
			\$ -		
II. Phase I Site Assessment (Reporting Phase)					\$ 1,149.00
<u>A. Staff Hours (list hours for each staff separately for this Category)</u>				\$ 1,149.00	
PM/Senior Scientist/Geologist/Engineer	2	hr	\$ 102.00		
Field Scientist/Geologist/Engineer	16	hr	\$ 55.00		
Draftsperson	1	hr	\$ 65.00		
Project Administrator	1	hr	\$ 54.00		
			\$ -		
<u>B. Materials and Equipment (list each separately for this Category)</u>				\$ -	
Health and Safety Plan	0	Lump	\$ 50.00		
			\$ -		
III. Phase I Site Assessment (Site Walk)					\$ 399.68
<u>A. Staff Hours (list hours for each staff separately for this Category)</u>				\$ 330.00	
Field Scientist/Geologist/Engineer	6	hr	\$ 55.00		
<u>B. Travel (reimbursed at state rates)</u>				\$ 69.68	
Mileage	134	mi	\$ 0.52		
TOTAL					\$ 1,867.68
ADDITIONAL INFORMATION					
1. Category V items are lump sum estimates					
2. Requests for payment must be submitted on this form and be accompanied by the Disbursement Request Form and all appropriate supporting documentation.					
3. Following Program approval of the scope of work/budget, Program pre-approval is required for cost shifts between categories.					

Attachment B
Copy of Executed Site Access Agreement

**SITE ACCESS AGREEMENT
PERMISSION TO ENTER PROPERTY
INDIANA BROWNFIELDS PROGRAM
PHASE I ESA INITIATIVE**

This Site Access Agreement ("Agreement") is made by and between Rhonda Florian ("Owner"), the Indiana Brownfields Program ("Program"), and Atlas Technical Consultants ("Consultant") regarding the Owner's property located at 102 N Justus Street, Oxford, Indiana ("Site"), Site Identification Number Parcel 04-12-18-443-048-000-011. The Program requests permission for the Consultant to enter the Site for the exclusive purposes of conducting environmental investigation activities associated with petroleum and/or hazardous substances contamination.

1. Owner hereby gives permission to the Consultant or other authorized environmental contractors, Indiana Department of Environmental Management ("IDEM") employees, Indiana Finance Authority ("IFA") employees, or other designees authorized by the Program and/or the Consultant (collectively, "Authorized Parties") to enter upon the Site to perform investigation activities at the Site. This permission is effective immediately upon the execution of this Agreement by Owner and the Consultant and acceptance of the Agreement by the Program.

2. The permission granted by Owner under this Agreement is contemplated to be used for the following activities that may be performed by Authorized Parties:

- a. Having access to areas where contamination may exist, including areas where underground storage tanks ("USTs"), aboveground storage tanks ("ASTs") or petroleum and/or hazardous substances releases are, or are suspected to be, located;
- b. Investigation of soil and groundwater, including, but not limited to, the installation of soil borings, test pits and/or groundwater monitoring wells, the use of geophysical equipment, the use of drilling equipment for collection of soil and sediment samples, the logging, gauging and sampling of existing wells, videotaping, preparation of site sketches, taking photographs, any testing or sampling of groundwater, soil, surface water, sediments, air, soil vapor or other material deemed appropriate by the Program and the like.
- c. Survey of asbestos-containing material and lead-based paint conditions.
- d. On-Site observation and oversight of environmental investigation and/or remediation activities. e.

Disclosure of environmental information as required by law.

3. Upon completion of the investigation, Authorized Parties will restore the property as near as practicable to its condition immediately prior to the commencement of such activities, but not including paving or concrete replacement at ground surface.

4. The granting of this permission by the Owner is not intended, nor should it be construed, as an admission of liability on the part of the Owner or the Owner's successors and assigns for any contamination discovered on the Site.

5. Authorized Parties may enter the Site during normal business hours and may also make special arrangements to enter the Site at other times after agreement from the Owner.

6. Authorized Parties shall enter upon the Site at their own risk, and Owner shall not be held responsible or liable for injury, damage, or loss incurred by any Authorized Party arising out of or in connection with activities under this Agreement, except to the extent that any injury is caused due to the acts or omissions of Owner, any lessee of the Site, or any employee or agent of the Owner.

7. Neither the State nor the IFA is providing any indemnification, either jointly or severally, to the Owner, the Consultant or its agents, assigns or designees.

8. The Program will supply to Owner all information derived from the environmental investigation activities conducted at the Site. The Program may use such information for any purpose at the Program's sole discretion. The Consultant will hold in confidence all such information except as instructed by the Program and the Owner or as required to be disclosed by law.

9. In exercising its access privileges, Authorized Parties will take reasonable steps not to interfere with the Owner's operations on the Site.

10. Authorized Parties will give notice to the Owner at least one (1) week in advance of the start of field activities on the Site.

11. Owner ensures that Owner and any/all Site operators will give Authorized Parties access to the entire Site for the purposes set forth in this Agreement.

12. Any party to this Agreement may terminate this Agreement by giving two (2) months advanced written notice, or all parties may terminate the Agreement at any time by written agreement.

13. This Agreement shall expire upon the Program's issuance of a Comment Letter or other correspondence to the Owner indicating completion of project activities under the Phase I ESA Initiative award.

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

Rhonda D Florian

Site Owner Signature

Rhonda Florian

Site Owner Name (Printed)

Ashley Biv

Witness

4/29/24

Date

Site Owner's Telephone Number: (765) 491-1310

Site Owner's Mailing Address (if other than Site address): 3927 Glen Eagles Place - West Lafayette, IN 47906

For the benefit of (Insert consulting firm's name):

Atlas Technical Consultants

Chroy J Biv

Consulting firm's Signature

6-4-24

Date

Accepted by the Indiana Brownfields Program by:

Andrea Robertson Habeck

Andrea Robertson Habeck, CHMM
Technical Staff Coordinator
Indiana Brownfields Program

6.3.24

Date

Attachment C
Disbursement Request Form

INDIANA BROWNFIELDS PROGRAM - DISBURSEMENT REQUEST FORM

Instructions: This Disbursement Request Form is to be typed and completed by the Financial Assistance Agreement Recipient for each payment request.

- The Disbursement Request Form is to be used for all eligible costs associated with the Financial Assistance Agreement Recipient's brownfields redevelopment project.
- Attach a copy of the claim (a bill, invoice or a statement) supporting this Request.
- Requested amounts must be rounded to the nearest whole dollar.
- Attach the Program change order approval if any part of the current claim is a result of a change order.

1a. Brownfield Program Site#: _____ 1.b. Funding Type: _____
2. Project Name: _____
3. Financial Assistance Recipient: _____
4. Contact Person: _____
5. Phone#: _____ () _____
6. Email: _____
7. Recipient's Authorized Representative: _____
8. Authorized Representative's Phone#: _____ () _____

9. Consultant: _____
10. Contact Person: _____
11. Phone#: _____ () _____
12. Email: _____

13. Invoice#: _____
14. Description of work for which claim is being made (service, fees, type of, etc.): _____

15. Amount of this Request: \$ _____
16. Original Financial Assistance Amount: \$ _____
17. Total Amount of Approved Change Orders: \$ _____
18. Revised Project Budget: \$ _____
19. Total Amount of Previous Disbursements: \$ _____
20. Balance Available after this Disbursement: \$ _____

21. Is any part of this claim a result of a change order? YES _____ NO _____
*If yes, please attach the Program change order approval

22. Do you want payment mailed directly to the consultant? YES _____ NO _____
*If yes, payment will be sent directly to the consultant listed in #9 above

23. Payment/Wiring Instructions (for the entity receiving payment)
23a. Bank Name: _____
23b. Bank Contact, Phone#: _____
23c. Account Number: _____
23d. Routing Number: _____

The undersigned hereby certifies that this Request is true and correct, that the claim underlying this Request is due in accordance with the Recipient's Financial Assistance Agreement with the Authority, and that the services contained in such claim were procured in accordance with Indiana's public bidding laws and federal cross-cutting requirements (e.g., Davis-Bacon), if applicable.

AUTHORIZED REPRESENTATIVE SIGNATURE

Date

**EXHIBIT B
SPECIAL CONDITIONS**

In addition to the terms and conditions set forth herein, the parties agree to abide by the following special conditions:

Notice to Parties.

Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following addresses:

Notices to the Authority: Sara Westrick Corbin
 Financial Resources Coordinator
 Indiana Brownfields Program
 100 North Senate Avenue, Room 1275
 Indianapolis, Indiana 46204
 SCorbin1@ifa.in.gov

Notices to Consultant: Christopher Bishop, LPG
 Senior Project Geologist
 Atlas Technical Consultants, LLC
 7988 Centerpoint Drive, Suite 100
 Indianapolis, Indiana 46256
 chris.bishop@oneatlas.com

Key Person(s).

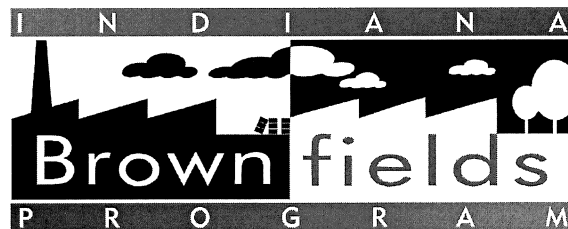
In addition to the terms specified in this contract, the Key person(s) to this Contract are:

Licensed Professional Geologist: Christopher Bishop

Professional Engineer: David McIlwain

Environmental Professional: Amy Sides

EXHIBIT C
DISBURSEMENT GUIDELINES



Financial Assistance Disbursement Guidelines State Funding

August 2018

General

The policies in these *Disbursement Guidelines (Guidelines)* apply to Brownfields State-funded projects administered by the Indiana Finance Authority (Authority) through the Indiana Brownfields Program (Program). State funding includes Low-Interest Loans (LIL), Phase I Environmental Site Assessments (Phase I ESAs), and the Petroleum Orphan Site Initiative (POSI). The Program also awards financial assistance for Supplemental Environmental Projects (SEPs) on a brownfield that are funded with settlement proceeds from environmental enforcement cases.

The following general items apply to all disbursements subject to these *Guidelines*:

- All funding recipients are required to execute a Financial Assistance Agreement (Agreement) with the Authority.
- Funds are not retroactive. However, certain costs for low-interest loans that are incurred by recipients prior to a loan closing are eligible with Program approval. Examples include closing costs (i.e., legal and/or financial advisor fees), Health & Safety Plan and Remediation Work Plan preparation costs.
- All activities to be funded must receive Program approval prior to implementation.
- Requests for payment should not be submitted until the applicable funding conditions, if any, have been satisfied.
- Payment will be made only to reimburse expenses related to activities approved by the Program and included in the Agreement. **Invoices and back up documentation are required.**
- Recipients must follow Indiana Code (IC) 5-16-11.1 and IC 36-1-12, as applicable, when procuring services to be reimbursed with or paid for using State funds. Additional information about this requirement can be found in the *Guidance on Competitive Bidding*. By signing each Disbursement Request Form (described below), a recipient will be affirming that the invoiced services submitted for reimbursement were bid pursuant to Indiana law.
- All invoices must be submitted to the Program for processing no later than three (3) months after the issuance of a Comment Letter, a Site Status Letter, a No Further Action Letter, or other activity completion documentation issued by the Program. Any invoices submitted for payment after that date will not be accepted.

Eligible Costs

State or SEP funding may be approved for site assessment and/or remediation (and related) activities. Eligible costs depend on the financial incentive under which the state funding has been awarded. The following costs are eligible under the particular financial incentive indicated:

Petroleum Orphan Site Initiative:

- Phase II environmental site assessment
- Underground storage tank (UST) removal
- Removal of piping associated with USTs
- Removal of drums, barrels, tanks or other bulk containers that contain or may contain petroleum, pollutants or contaminants
- Removal of source materials, including free product recovery
- Preparation of a Remediation Work Plan
- Excavation, consolidation, or removal of contaminated soils
- Installing, monitoring and maintaining soil, ground water and/or vapor remediation systems

Phase I Environmental Site Assessments:

- An ASTM E1527-13-compliant Phase I environmental site assessment and report

Low-interest Loan and Supplemental Environmental Projects:

- Property acquisition (LIL only)
- Inventory/survey of brownfield sites (SEP only)
- Phase I and Phase II environmental site assessment
- Preparation of a Remediation Work Plan
- Removal of drums, barrels, tanks, or other bulk containers that contain or may contain hazardous substances, pollutants, or contaminants, including petroleum.
- Soil and ground water remediation activities
- Installation of fences, warning signs, or other security or site control precautions
- Installation of drainage controls
- Stabilization of berms, dikes, or impoundments; or drainage or closing of lagoons
- Demolition and disposal of structures (for LIL, only if performed in conjunction with Program-approved remediation activities)
- Asbestos and/or lead-based paint survey and/or abatement (for LIL, only if performed in conjunction with Program-approved remediation activities)
- Costs associated with fees of legal and/or financial advisors related to closing an LIL Loan.
- Voluntary Remediation Program ("VRP") administrative expenses (i.e., VRP application fee, oversight fees, etc.)(LIL only)

Other:

The Program, in its discretion and upon Authority Board approval, may award project-specific financial assistance outside of an established financial incentive. Eligible costs may include any of the above-listed costs.

Other important items related to eligible expenses include:

- Maximum "mark up" on all subcontractor work, rental equipment, materials, etc. is 10%.
- Travel and lodging costs will be paid in accordance with state policy and rates. The current policy and applicable rates can be found online at the following link: <https://www.in.gov/idoa/2459.htm>
- Some costs that are incurred prior to a low-interest loan closing may be eligible for payment/reimbursement if approved by the Program. Examples include closing costs (i.e., legal and/or financial advisor fees) and Remediation Work Plan preparation costs.
- Unless otherwise specified, funds will only reimburse costs to generate and transmit environmental reports to the Brownfields Program, IDEM, and the property owner (one hard copy and one electronic copy each).
- Reports should be printed in black and white only.
- A maximum of 5% of a funding award may be used to reimburse professional service fees not accounted for in the scope of work. These may include (but are not limited to) the following: planning/site meetings and coordination with Brownfields Program staff. These tasks must be related to the site/project that is the subject of the funding award and cannot be used for general marketing or community outreach activities. Any site-specific, pre-bid submittal professional services costs for which reimbursement is sought

should be categorized as such and included in the consultant's bid. Detailed accounting of these costs will be required prior to payment.

Ineligible Costs

The following costs are ineligible for payment/reimbursement unless **approved in writing by the Brownfields Program before they are incurred**:

- Costs incurred prior to final execution of a Professional Services Contract, a site-specific Project Amendment, or financial assistance agreement; approval of scope of work; or before receipt of notice to proceed from the Program.
- Expenses outside or in excess of the approved scope of work.
- Costs incurred as a result of unapproved changes to the approved scope of work.
- Per diem and/or meal allowance or reimbursement.
- Certain site restoration costs, including new concrete or asphalt, reseeding of grassy areas, etc.
- Overnight, courier, or other express delivery of reports or correspondence to the Program unless the Program requests expedited delivery. Regular mail delivery is sufficient.
- Report generation and transmittal to a recipient other than the Program, IDEM or the property owner.
- Reports printed in color. Only black and white copies will be accepted.
- Costs incurred while performing field work for which Brownfields Program project managers have not been provided adequate notice (at least 2 weeks prior to planned field activities or phone call within 12 hours of discovery of emergency condition).
- Ordinary operating expenses of the recipient.
- Ordinary site maintenance.
- Construction, demolition, and development activities that are not cleanup actions (e.g., marketing of property or construction of a new non-cleanup facility).
- Cleanup costs of a naturally occurring substance below background levels; products that are part of the structure and result in exposure *within* residential, business or community structures (e.g., interior lead-based paint or asbestos contamination which results in indoor exposure); or, public or private drinking water supplies that have deteriorated through ordinary use, except as determined on a site-by-site basis and approved by the Program
- Monitoring and data collection necessary to apply for, or comply with, environmental permits under other federal and State laws, unless such a permit is required as a component of the cleanup action
- Support of job training
- Lobbying efforts
- Direct administrative costs

Payments will be made in arrears following invoice submittal and approval. All reimbursements will be made for items/charges at the unit rates included in the approved scope of work. A Program representative must provide advance approval of any changes to an approved scope of work/work plan, including changes that result in modifications to the approved budget (see Disbursement Request Form for more information). If an activity is performed under budget or below the approved amount, the difference may not be used for other activities or in other categories unless approved in advance.

Process

Requests for payment must be submitted using the Cost Analysis Spreadsheet/ Sample Form attached to these *Guidelines* as pages 7 and 8. An electronic version is available at <http://www.brownfields.in.gov>. The Cost Analysis Spreadsheet/Sample Form must be accompanied by all required supporting documentation and a completed Disbursement Request Form. **The Brownfields Program reserves the right to request additional information about any payment request.**

Invoice Information, Required Supporting Documentation

- Invoices should contain a detailed explanation of the work performed. They should identify the nature of the service(s) and/or material(s) provided, the amount charged for the service(s) and/or material(s), the identity of the provider(s), and the date(s) on which the service(s) and/or material(s) were provided.
- Required supporting documentation includes the following: copies of timesheets for each staff person working on the project during the invoice period or a system-generated report that identifies each staff person's name, the amount of and date on which time was charged to the project, the activity conducted, and the hourly rate; copies of receipts for any materials or items purchased (monitoring well locks, ice for samples, etc.); subcontractor invoices; hotel receipts; copies of equipment and mileage logs; etc.
- Copy(ies) of written approval(s) for any changes to approved scopes of work/Remediation Work Plan should be included with invoices for payment.
- An executed Disbursement Request Form (an electronic version is available at <http://www.brownfields.in.gov>) should also be included with each payment request.

Payment Processing

- If the project is SEP or LIL-funded, the consultant should first submit all paperwork to the funding recipient for approval. The recipient should review the invoice package for accuracy and eligibility before signing the Disbursement Request Form and sending to the Program for payment. If the project is POSI or Phase I ESA-funded, the consultant will submit the invoice package directly to the Program.
- All requests for payment sent to the Program for processing must be accompanied by an executed Disbursement Request Form found on page 9 of these *Guidelines* (an electronic version is available at <http://www.brownfields.in.gov>).
- The Program will review the payment package and follow up on any discrepancies, missing documentation, etc. The Program must have a complete package prior to issuing payment.
- Payment will be triggered by the satisfactory completion of the activities outlined in the payment request. Payment for report generation and submittal will follow the Program's review and approval of the report. The final payment for a project will be transmitted after the issuance of a Project Status Letter, Site Status Letter, No Further Action Letter, or some other completion documentation issued by the Program, if applicable to the type of financial assistance awarded.
- After invoice review and approval, an electronic payment to the funding recipient, the consultant, or the contractor (as directed on the Disbursement Request Form) will be processed by the Program. In order for you to receive payment, please confirm that the electronic payment information included on the Disbursement Request Form is current and correct.

Forms

The following is a list of applicable forms for State-funded projects:

- Cost Analysis Spreadsheet/ Sample Form (pages 7-8; electronic copy at <http://www.brownfields.in.gov>)
- Disbursement Request Form (page 9; electronic copy at <http://www.brownfields.in.gov>)

IV. Category - Monitoring Well Install/Quarterly Monitoring (Field Phase)	Quantity	Unit	Unit Rate	Approved SUBTOTAL	Approved Category TOTAL	Invoice #1 (Date)	Invoice #2 (Date)	Invoice #3 (Date)	Invoice #4 (Date)	Invoice #5 (Date)	Invoice #6 (Date)	Invoice #7 (Date)	Invoice #8 (Date)	Invoice #9 (Date)	Amount Remaining
A. Staff Hours (list hours for each staff separately for this Category)		hr	\$ -	\$ -	\$ -										\$ -
B. Materials and Equipment (list each separately for this Category)			\$ -	\$ -	\$ -										\$ -
C. Travel (reimbursed at state rates)		mi	\$ 0.38	\$ -	\$ -										\$ -
Mileage		mi	\$ -	\$ -	\$ -										\$ -
Hotel		night	\$ -	\$ -	\$ -										\$ -
D. Subcontractors (list all subcontractors separately for this Category)			\$ -	\$ -	\$ -										\$ -
V. Category - Other				\$ -	\$ -										\$ -
A. Asbestos and Lead Paint Surveys				\$ -	\$ -										\$ -
B. Property Acquisition				\$ -	\$ -										\$ -
C. Demolition				\$ -	\$ -										\$ -
D. Bond Counsel				\$ -	\$ -										\$ -
E. Professional Services (Maximum 5% of loan amount)				\$ -	\$ -										\$ -
VI. Category - Reporting				\$ -	\$ -										\$ -
A. Health and Safety Plan				\$ -	\$ -										\$ -
B. Sampling and Analysis Plan				\$ -	\$ -										\$ -
C. QAPP				\$ -	\$ -										\$ -
D. Phase II Report				\$ -	\$ -										\$ -
E. Remediation Work Plan/Corrective Action Plan				\$ -	\$ -										\$ -
F. UST Closure Report				\$ -	\$ -										\$ -
G. Remediation Completion Report				\$ -	\$ -										\$ -
H. Groundwater Monitoring Report (Final and Quarterly)				\$ -	\$ -										\$ -
TOTAL				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Change Order #1				\$ -	\$ -										\$ -
Change Order #2				\$ -	\$ -										\$ -
Change Order #3				\$ -	\$ -										\$ -
Change Order #4				\$ -	\$ -										\$ -
Change Order #5				\$ -	\$ -										\$ -
Revised TOTAL				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ADDITIONAL INFORMATION															
1. Category V items are lump sum estimates															
2. A, B, C, D, E, F, G and H in Category VI are maximum, not-to-exceed estimates. All reporting costs should be included in the report estimate, including staff time to prepare the report, mailing expenses, copying costs, etc.															
3. Payment for the reports listed in Category VI will be issued after the report has been reviewed and approved by the Brownfields Program. Payment for the Final Report will be made after the Brownfields Program has issued some form of completion documentation regarding the work completed.															
4. Requests for payment must be submitted on this form and be accompanied by the Disbursement Request Form and all appropriate supporting documentation.															
5. Following Program approval of the scope of work/budget, Program pre-approval is required for cost shifts between categories.															

INDIANA BROWNFIELDS PROGRAM - DISBURSEMENT REQUEST FORM

Instructions: This Disbursement Request Form is to be typed and completed by the Financial Assistance Agreement Recipient for each payment request.

- The Disbursement Request Form is to be used for all eligible costs associated with the Financial Assistance Agreement Recipient's brownfields redevelopment project.
- Attach a copy of the claim (a bill, invoice or a statement) supporting this Request.
- Requested amounts must be rounded to the nearest whole dollar.
- Attach the Program change order approval if any part of the current claim is a result of a change order.

1a. Brownfield Program Site#: _____ 1.b. Funding Type: _____
2. Project Name: _____
3. Financial Assistance Recipient: _____
4. Contact Person: _____
5. Phone#: _____ () _____
6. Email: _____
7. Recipient's Authorized Representative: _____
8. Authorized Representative's Phone#: _____ () _____

9. Consultant: _____
10. Contact Person: _____
11. Phone#: _____ () _____
12. Email: _____

13. Invoice#: _____
14. Description of work for which claim is being made (service, fees, type of, etc.): _____

15. Amount of this Request: \$ _____
16. Original Financial Assistance Amount: \$ _____
17. Total Amount of Approved Change Orders: \$ _____
18. Revised Project Budget: \$ _____
19. Total Amount of Previous Disbursements: \$ _____
20. Balance Available after this Disbursement: \$ _____

21. Is any part of this claim a result of a change order? YES _____ NO _____
*If yes, please attach the Program change order approval

22. Do you want payment mailed directly to the consultant? YES _____ NO _____
*If yes, payment will be sent directly to the consultant listed in #9 above

23. Payment/Wiring Instructions (for the entity receiving payment)
23a. Bank Name: _____
23b. Bank Contact, Phone#: _____
23c. Account Number: _____
23d. Routing Number: _____

The undersigned hereby certifies that this Request is true and correct, that the claim underlying this Request is due in accordance with the Recipient's Financial Assistance Agreement with the Authority, and that the services contained in such claim were procured in accordance with Indiana's public bidding laws and federal cross-cutting requirements (e.g., Davis-Bacon), if applicable.

AUTHORIZED REPRESENTATIVE SIGNATURE _____
Date

EXHIBIT D
BROWNFIELDS PROJECT ROI SURVEY FORM



Brownfields Project Return on Investment (ROI) Survey
Indiana Finance Authority

Site Name:					Brownfields Site Number:	
Address:	City				Zip Code	
Instructions		<i>If using Adobe to open the Survey, hover over answer fields and info icons for field-specific instructions. If using a web browser, see the Brownfields Survey Instruction Sheet for assistance. Any fields that do not apply to this Site may be left blank.</i>				
1. Site Status	No	Yes	Date	Describe current status of Site, including redevelopment details, plans, and/or progress.		
a. Remediation Required?			NA			
b. Remediation Complete?						
2. Redevelopment Status	Planned	In Progress	Completed	Date that redevelopment was either completed or is anticipated to be complete.		
Mark field that applies						
Size of Site (acreage)						
3. Funds Leveraged	Public Sources (\$) Non IBP	Description (Local, State, Federal)	Private Sources (\$)	Description (Owner/Developer, Insurance Recovery)	Additional Funding Details	
a. Actual Amount						
b. Projected Amount						
4. Jobs	# of Jobs	5. Assessed Value and Taxes		Assessed Property Value (\$)	Assessed Property Taxes (\$)	
a. Permanent created		a. Pre-Redevelopment Total				
b. Temporary created		b. Current Total				
c. Retained		c. Projected Total				
d. Projected						
6. Business: #/Type	# of Businesses	Commercial	Industrial	Mixed Use	Description	
a. Created						
b. Retained						
c. Projected						
7. Housing Units: #/Type	# of Housing Units	Single-Family	Multi-Family	Describe the housing type and community, if applicable.		
a. Created						
b. Retained						
c. Projected						
8. Greenspace Development	Parks	Trails	Other (Specify)	Total Acres (if applicable)	Total Miles (if applicable)	
a. Created						
b. Retained						
c. Projected						
9. Green Reuse / Sustainability	Building/ Materials Reuse	Alternative/Low Energy	Sustainable Development	Other (Specify)		
Mark all fields that apply.						
10. Community Information (Govt. Officials Only)		Estimate the # of brownfields in the community's jurisdiction:				
		Does the community maintain a brownfield inventory?				
11. Respondent Information	Name				Title	
	Organization				Phone Number	
	Email				Date Completed	

Return this form to:
INDIANA BROWNFIELDS PROGRAM
 100 N. Senate Avenue, Room 1275
 Indianapolis, IN 46204

If you have questions, please contact:
 Tracy Concannon
 Phone: (317) 233-2801
 Or email to: tconcann@ifa.in.gov