

AGREEMENT FOR COMPLIANCE SERVICES

This Agreement is entered into as of this 16th day of December, 2024, (hereinafter referred to as the "effective date of the Agreement"), by and between VS Engineering, Inc. hereinafter called the CONSULTANT located at 4275 N. High School Rd, Indianapolis, Indiana, 46254 and Pulaski County Board of Commissioners, hereinafter called "Client," located at 125 S Riverside Drive and/or at 112 East Main Street, Winamac, IN 46996.

WITNESSETH

WHEREAS, the Client is authorized to make and enter into all contracts or agreements which it determines are necessary or incidental to the performance of its duties and to the execution of the purposes of and the powers granted by the State of Indiana;

WHEREAS, in accordance with its procurement procedures, the Client has determined that it desires to hire THE CONSULTANT to perform Compliance Monitoring Services, as set forth herein; and

WHEREAS, THE CONSULTANT desires to assist the Client as provided herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and the undertakings of each party to the other, the Client and THE CONSULTANT, acting as aforesaid and each binding itself, its successors and assigns, do mutually covenant, promise and agree as follows:

I. SCOPE OF SERVICES

THE CONSULTANT shall, in a professional manner, perform the services set forth in Exhibit A, attached to this Agreement, which may be modified at the request of the Client with the goal being the monitoring of compliance by the DEVELOPER (identified in Exhibit A) and the Client in all aspects of all applicable rules, laws, ordinances, and written agreements pertaining to the development and operation of a commercial solar energy system.

II. COMPENSATION

- A. THE CONSULTANT shall be compensated for all services anticipated by this agreement as set forth in Exhibit B
- B. THE CONSULTANT shall promptly bill Client for all professional fees and expenses incurred on a monthly basis, and Client shall make payment in full to THE CONSULTANT within 30 days of the date of each invoice.
- C. If the Client does not make payment in full to THE CONSULTANT within 90 days of the date of an invoice, THE CONSULTANT may suspend services upon 7 days written notice on the basis of non-performance on the part of the Client. When all payments due have been made, THE CONSULTANT will continue its services.

III. PERIOD OF PERFORMANCE

THE CONSULTANT agrees to commence performance of services hereunder upon receipt of a written "Notice to Proceed." Client recognizes that THE CONSULTANT's work and the completion thereof may be conditioned upon Client's review of THE CONSULTANT's work and/or the timely performance and completion of certain activities by Client. THE CONSULTANT shall not be held liable for delays in

performance of services hereunder that arise from causes beyond THE CONSULTANT's reasonable control and without its fault or negligence.

IV. CLIENT RESPONSIBILITY

- A. Client shall identify and coordinate all services to be performed hereunder.
- B. Client will verify that THE CONSULTANT has a complete understanding of the scope of services to be performed hereunder. Client shall provide THE CONSULTANT, in a timely fashion, all information reasonably required for the performance of the services by THE CONSULTANT to be performed hereunder.
- C. Client shall provide THE CONSULTANT with reasonable access to the premises necessary for the performance of the services required under this Agreement.

V. INDEPENDENT CONTRACTOR

It is understood and agreed that THE CONSULTANT shall provide services under this Agreement as an independent contractor and that during the performance of services under this Agreement, THE CONSULTANT's employees shall not be considered employees of the Client.

VI. TERMINATION

It is hereby agreed that if either party should fail materially to fulfill its obligations under this Agreement, the other party may notify the breaching party of the intent to terminate the contract, in whole or in part, if the breach is not cured as provided in this Article. Such notice to the breaching party shall be given, in the manner required in Article XI of this Agreement, thirty (30) days prior to the effective date of the intended termination and shall identify the breach to be cured. The breaching party shall have thirty (30) days from receipt of the notice to cure the breach identified in the notice. The failure to cure the breach within thirty (30) days shall entitle the nonbreaching party to terminate the Agreement at the end of thirty (30) days. THE CONSULTANT shall use reasonable efforts to minimize fees and expenses upon giving or receiving notice of any intended termination. Client shall pay THE CONSULTANT all fees and expenses accrued for services rendered up to the effective date of any termination.

VII. INSURANCE

THE CONSULTANT shall maintain at THE CONSULTANT's own expense (1) Comprehensive General Liability Insurance, (2) Professional Liability Insurance for negligent acts, errors and omissions and (3) Worker's Compensation Insurance which insurance shall provide coverage for liabilities or claims for damages resulting from services performed or undertaken by THE CONSULTANT and the CONSULTANT'S EMPLOYEES hereunder. Certificates of Insurance shall be furnished to Client upon request of Client.

VIII. CHANGES

Changes or amendments to this Agreement may be made only in writing signed by a duly authorized representative of the CONSULTANT and by board approval for the CLIENT. Changes in scope of the project dictated by the Client and changing conditions of law or schedule delays or other events beyond THE CONSULTANT's reasonable control will require contract price and/or date of performance revisions to reflect such changes or delays.

IX. ASSIGNMENT AND DELEGATION

Neither party shall assign or delegate this Agreement or any right, duties or obligations hereunder to any person and/or entity without prior express written approval to the other.

X. TRADEMARK AND TRADE NAME

Notwithstanding any other provision of this Agreement, neither party shall have the right to use the trademark or trade name of the other without prior written approval of the other.

XI. NOTICES

All notices shall be in writing and be deemed to be given or made when delivered by hand or by regular U.S. mail as follows:

- A. Notices to THE CONSULTANT shall be addressed to: Sanjay B. Patel, P.E., President, 4275 N. High School Rd, Indianapolis, Indiana, 46254.
- B. Notices to the Client shall be addressed to the President of the Pulaski Board of Commissioners, 125 S Riverside Drive: Care of the County Auditor, Winamac, IN 46996 and/or President of the Pulaski Board of Commissioners, 112 East Main Street: Care of the County Auditor, Winamac, IN 46996.

XII. GENERAL PROVISIONS

- A. Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral or written, are hereby merged into and made a part hereof, and are of no further force or effect.
- B. Conflict: In the event of any conflict, ambiguity or inconsistency between this Agreement and any other document which may be annexed hereto, the terms of this Agreement shall govern.
- C. Waiver: No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of this agreement, or to exercise any option of election herein contained, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue and remain in full force and effect, and no waiver by any party of any one or more of its rights or remedies under this Agreement shall be deemed to be waiver of any prior or subsequent rights or remedy hereunder or at law. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.
- D. Severability: If any term or provision of this Agreement or the application thereof to any party or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the applications of such term or provisions of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- E. Captions: Captions and paragraph headings are inserted only as a matter of convenience and in no way define, limit, or describe the scope or intent of this Agreement.

F. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

XIII. ENGAGING IN ACTIVITIES WITH IRAN

By signing this Agreement, THE CONSULTANT certifies that it is not engaged in investment activities in the country of Iran as forth in I.C.5-22-16.5.

XIV. NON-DISCRIMINATION

THE CONSULTANT agrees:

- A. That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no consultant, or subconsultant, nor any person acting on behalf of such consultant, or subconsultant, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates;
- B. That no consultant, subconsultant, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, religion, color, sex, national origin or ancestry;
- C. That the Client may deduct from the amount payable to THE CONSULTANT a penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Agreement;
- D. If there is a second or any subsequent violation of the terms or conditions of this section, then this Agreement may be cancelled or terminated by the Client and all money due or to become due hereunder will be forfeited.

XV. EMPLOYMENT ELIGIBILITY VERIFICATION

THE CONSULTANT affirms it does not knowingly employ unauthorized aliens. THE CONSULTANT shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in I.C. 22-5-1.7-3. THE CONSULTANT is not required to participate should the E-Verify program cease to exist. THE CONSULTANT shall not knowingly employ or contract with any unauthorized alien. THE CONSULTANT shall not retain an employee or contract with a person whom THE CONSULTANT learns is an unauthorized alien. THE CONSULTANT shall require all of its subconsultants, who perform work under this Agreement to certify to THE CONSULTANT that the subconsultant does not knowingly employ or contract with unauthorized aliens and that the subconsultant has enrolled and is participating in the E-Verify program. However, the subconsultant is not required to participate if the subconsultant is self-employed and does not employ any employees. THE CONSULTANT agrees to maintain this certification requirement throughout the duration of the term of its contract with a subconsultant.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have caused this agreement to be executed as of the date first written above.

PULASKI COUNTY BOARD OF COMMISSIONERS

VS ENGINEERING, INC.

By: Charles Mellon
Charles Mellon, Jr., President County Commissioners

12/16/24
(Date)

By: [Signature]
Andrew L Bender, Vice President and COO

December 16, 2024

By: Maurice E. Loehmer
Maurice E. Loehmer, Vice President

12/16/24
(Date)

Witness:

By: _____
Ginny B Munroe

December 16, 2024

By: John M. McClure
John M. McClure

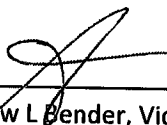
12/16/24
(Date)

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VS ENGINEERING, INC.

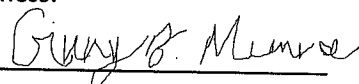
By: _____
Charles Mellon, Jr., President County Commissioners

By:  _____
Andrew L Bender, Vice President and COO

(Date)

December 16, 2024

By: _____
Maurice E. Loehmer, Vice President

Witness:
By:  _____
Ginny B Munroe

(Date)

December 16, 2024

By: _____
John M. McClure

(Date)

EXHIBIT A

THE CONSULTANT is pleased to present this proposal to the CLIENT for Compliance Monitoring for the Moss Creek Solar Project developed by Moss Creek Solar, LLC (hereinafter referred to as DEVELOPER).

PROJECT DESCRIPTION

THE CONSULTANT will provide services of qualified engineers, project managers, inspectors, and support personnel as necessary to complete the scope of basic services outlined herein. Work items will include progress reports, design reviews, and construction administration.

SCOPE OF WORK

The CONSULTANT shall complete the following scope of work:

1. Review Various Plans and Agreements:

- Review any documents or technical reviews as requested by the CLIENT, including but not limited to, the Road Use Agreement, the Road Condition Report, the Decommissioning Agreement, Drainage Plan, Site Plan, Traffic Management Plan, Landscaping Plan, Zoning Ordinances, the Decommissioning Agreement, the Unified Development Ordinance, the Economic Development Agreement, and any other required plans that must be reviewed before the start of construction of the Project. This will be necessary for the CONSULTANT team to understand the expected monitoring requirements of the DEVELOPER.

2. On Site Inspection (Bi-Weekly Inspection)

- Provide inspection services as directed by the CLIENT per all Approved Plans (Site Plan, Drainage Plan, Traffic Management, and Landscape Vegetation Plans) and agreements between the DEVELOPER and the CLIENT. We would estimate 2 site visits per month of construction for a total of 36 site visits.
- Act as the authorized Designee of the CLIENT to ensure the DEVELOPER complies with the Road Use Agreement. Following is a summary of the Road Usage agreement that the CONSULTANT will monitor and report deficiencies of:
 - Establishment of Pre-Construction Conditions: CONSULTANT reviews established pre-existing conditions that were established between the DEVELOPER and CLIENT.
 - Use of Designated Roads: The DEVELOPER complies with the use of Designated Roads, routes, driveways, and road entrances; the DEVELOPER complies with transportation and delivery of solar generation equipment and components and other materials and equipment to be used in connection with the project; the DEVELOPER complies with transportation and delivery of equipment and material; the DEVELOPER complies with updating the Appendix A to the County when use of additional roads is necessary; and the DEVELOPER submits update Road Condition Reports when necessary.
 - Construction Period Meetings: Prior to Construction, the DEVELOPER complies with the request for meeting to discuss the use of Designated Roads, including the construction schedule and the haul routes to be used. The DEVELOPER complies with inviting certain landowners adjacent or the near the areas in use.
 - Safety Responsibilities and Road Closures: The DEVELOPER complies with the Road Usage agreement safety and road closure guidelines, including speed limits; signage; notice to schools and emergency services; transportation coordination and notification of road closures; use of designated roads and non-designated roads; and dust control.

- Improvement and Modifications to Designated Roads: The DEVELOPER complies with improvements and modifications to designated roads, including compliance with standards and designs; removal of temporary improvements; and collection system cabling, communication cabling and overhead transmission line.
 - Road and Drain Repair: The DEVELOPER complies with Developer's Obligation to Repair County Roads; the County's Obligation to Repair Drains and Structures (including County tile drains and culverts and structures); and all necessary repairs.
 - Final Repair Approval: The DEVELOPER complies with all final repair approval.
 - Act as the Designee of the CLIENT to ensure the DEVELOPER complies with the Drainage Agreement. Following is a summary of the Road Usage agreement that the CONSULTANT will monitor and report deficiencies of:
 - Establishment of Pre-Construction Conditions: CONSULTANT reviews established pre-existing conditions that were established between the DEVELOPER and CLIENT.
 - Revisions to Drain Location Map: The DEVELOPER complies with revising the drain location map per the agreement.
 - Improvement and Modifications to Designated Roads: The DEVELOPER complies with modifications to regulated drains, standards and designs, collection system cabling, communication cabling, and overhead transmission line.
 - Drain Repair: The DEVELOPER complies with the obligation to repair drains and related structures.
 - Final Repair Approval: The DEVELOPER complies with approval of the final drain condition.
 - Act as the authorized Designee of the CLIENT to ensure the DEVELOPER complies with County ordinances, providing documentation and photographs/video when necessary.
3. On Site Meetings for Developer for Issues
- Arrange, attend, and document on behalf of the CLIENT progress meetings with DEVELOPER, CLIENT, and other necessary parties during construction of the project. We would estimate 8 meetings.
4. Provide Technical Reviews as Needed
- Assist the CLIENT with technical reviews of proposed construction drawings and provide general engineering services as directed by the CLIENT. We would estimate 4 Technical Reviews.
5. Attend Necessary Board Meetings
- Arrange and attend on behalf of the CLIENT progress meetings including Commissioner meetings and other necessary board meetings during pre-construction and construction of the project. We would estimate 18 meetings, including a kickoff meeting and monthly meetings.
6. Progress Reports
- Document on behalf of the CLIENT progress with DEVELOPER, CLIENT, and other necessary parties during construction of the project. This involves tracking all activities and communications. Respond to and answer email, phone calls, etc. related to compliance monitoring activities. We would estimate 18
 - Progress Reports.

7. Document and Respond to Public Comments, Concerns and other related public input
 - Document and respond to public comments, concerns, and other related public input. We would estimate 10 Comments.
8. Assist with the CLIENT on all aspects of all applicable rules, laws, ordinances, and written agreements pertaining to the development and operation of a commercial solar energy system.

SCHEDULE (SUBJECT TO CHANGE)

The tentative schedule developed for major milestones is as follows:

<u>TASK</u>	<u>COMPLETION DATE</u>
Notice to Proceed	December 2024
Review of Documents	January 2025
Pre-Construction Kickoff	January 2025
Construction of Project	TBD
Completion	TBD

**EXHIBIT B
2024 CY Standard Hourly Rates**

Employee Classification	Billing Rate 2024 CY**
CADD Technician I	\$69.00
CADD Technician II	\$103.00
CADD Technician III	\$150.00
Engineer I	\$107.00
Engineer II	\$136.00
Engineer III	\$205.00
Project Supervisor I	\$119.000
Project Supervisor I-O.T.	\$138.00
Project Supervisor II	\$129.00
Project Supervisor II-O.T.	\$150.00
Project Inspector I	\$96.00
Project Inspector I-O.T.	\$111.00
Project Inspector II	\$107.00
Project Inspector II-O.T.	\$125.00
Project Manager I	\$190.00
Project Manager II	\$266.00
Project Scientist	\$96.00
Project Scientist II	\$114.00
Project Surveyor	\$143.00
Project Surveyor II	\$198.00
Right-of-Way Technician	\$75.00
Right-of-Way Technician II	\$126.00
Survey Party Chief	\$132.00
Survey Technician	\$94.00
Survey Technician II	\$115.00
Utility Coordinator	\$109.00

****Please Note Standard Hourly Rates shown are for CY 2024; Rates shall adjust Annually with a 4% Escalation.**