



EXECUTIVE DOCUMENT SUMMARY

Instructions for completing the EDS and the Contract process.

- 1. Please read the guidelines on the back of this form.
- 2. Please type all information.
- 3. Check all boxes that apply. **DEC 03 2018**
- 4. For amendments / renewals, attach original contract.
- 5. Attach additional pages if necessary.

RECEIVED

IDOA CONTRACTS

AGENCY INFORMATION

14. Name of agency: Indiana Utility Regulatory Commission	15. Requisition Number:
16. Address: 101 West Washington Street, Suite 1500E Indianapolis, IN 46204-3407	

AGENCY CONTACT INFORMATION

17. Name: DeAnna Poon	18. Telephone #: 317-232-6735
19. E-mail address dpoon@urc.in.gov	

COURIER INFORMATION

20. Name: Lisa Coahran	21. Telephone #: 317-233-6140
22. E-mail address: lcoahran@urc.in.gov	

VENDOR INFORMATION

23. Vendor ID Number: 0000112892	25. Telephone #: 574-292-8917
24. Name: Selge Construction Company, Inc.	
26. Address: 2833 South 11th Street Niles, MI 49120	
27. E-mail address: bdickie@selgeconstruction.com	
28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

29. Primary Vendor: M/WBE/IN-Veteran Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No IN-Veteran: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	30. Primary Vendor Percentages: 100 %
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31. Sub Vendor: M/WBE/IN-Veteran Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No IN-Veteran: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	32. If yes, list the %: Minority: _____% Women: _____% IN-Veteran: _____%
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33. Is there Renewal Language in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	34. Is there a "Termination for Convenience" clause in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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1. EDS Number: A75-8-19G-002	2. Date prepared: 11/28/2018 SG
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3. CONTRACTS & LEASES

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

FISCAL INFORMATION

4. Account Number: 48691-10000.581040	5. Account Name: Underground Plant Protection Account
6. Total amount this action: \$4260.00	7. New contract total: \$4260.00
8. Revenue generated this action: 0.00	9. Revenue generated total contract: 0.00
10. New total amount for each fiscal year:	
Year 2019 \$ 4260.00	Year _____ \$ _____
Year _____ \$ _____	Year _____ \$ _____
Year _____ \$ _____	Year _____ \$ _____
Year _____ \$ _____	Year _____ \$ _____
Year _____ \$ _____	Year _____ \$ _____

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): 05/18/2018	12. To (month, day, year): 5/31/2018
13. Method of source selection: <input type="checkbox"/> Bid/Quotation <input type="checkbox"/> Emergency <input type="checkbox"/> Special Procurement <input type="checkbox"/> RFP # _____ <input checked="" type="checkbox"/> Other (specify) GRANT APPLICATION	

35. Will the attached document involve data processing or telecommunications systems(s)? Yes: IOT or Delegate has signed off on contract

36. Statutory Authority (Cite applicable Indiana or Federal Codes):
IC 8-1-26

37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.) N
Public Awareness Program concerning underground plant protection; training or educational program for contractors, excavators, locators, operators or other incentive programs.

38. Justification of vendor selection and determination of price reasonableness:
Grant was awarded based on application attached. **DEC 10 2018**

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

40. Agency fiscal officer or representative approval <i>Mary Beene</i>	41. Date Approved 11/28/18	42. Budget agency approval <i>Danna</i>	43. Date Approved 12/16/18
44. Attorney General's Office approval <i>SWG</i>	45. Date Approved 12/12/18	46. Agency representative receiving from AG	47. Date Approved

A75-8-196-002

GRANT AGREEMENT

Contract #000000000000000000026356

This Grant Agreement (this "Grant Agreement"), entered into by and between the Indiana Utility Regulatory Commission (the "State") and **SELGE CONSTRUCTION CO INC** (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Grant Agreement; Grant Funds

The purpose of this Grant Agreement is to enable the State to award a grant of \$4,260.00 to the Grantee for eligible costs of the services or project (the "Project") described in Exhibits A and B of this Grant Agreement, which are incorporated fully by reference. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Code § 8-1-26-24 establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

2. Representations and Warranties of the Grantee

A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its grant application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.

B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant Agreement is defined as 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 Grantee.

3. Implementation of and Reporting on the Project

A. The Grantee shall implement and complete the Project in accordance with Exhibit A and with the plans and specifications contained in its Grant Application, which is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.

B. The Grantee shall submit to the State written progress reports until the completion of the Project. These reports shall be submitted on a [weekly/monthly/quarterly] basis and shall contain such detail of progress or performance on the Project as is requested by the State.

4. Term

This Grant Agreement commences on May 18, 2018 and shall remain in effect through May 31, 2019. Unless otherwise provided herein, it may be extended or renewed upon the written agreement of the parties and in conformance with IC §5-22-17-4, and as permitted by the state or federal law governing this Grant.

5. Grant Funding

A. The State shall fund this Grant in the amount of \$4,260.00. The approved Project Budget is set forth as Exhibit B of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.

B. The disbursement of grant funds to the Grantee shall not be made until all documentary materials required by this Grant Agreement have been received and approved by the State and this Grant Agreement has been fully approved by the State.

6. Payment of Claims

- A. Unless otherwise authorized by statute and agreed to in this Grant Agreement, all payment shall be made 35 days in arrears in conformance with State fiscal policies and procedures and, as required by IC § 4-13-2-14.8, by the direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing. If advance payment of a portion of the grant funds is permitted by statute, and the State agrees to provide such advance payment, it shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide the State with a reconciliation of those expenditures.
- B. Requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of state, local and/or private funds by project budget line items.
- C. The State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the first payment under this Grant. All payments are subject to the State's determination that the Grantee's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.
- D. Claims shall be submitted to the State within 10 calendar days following the end of the month in which work on or for the Project was performed. The State has the discretion, and reserves the right, to NOT pay any claims submitted later than 35 calendar days following the date the services were provided. All final claims and reports must be submitted to the State within 10 calendar days after the expiration or termination of this agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied. Claims may be submitted on a monthly basis only. If Grant funds have been advanced and are unexpended at the time that the final claim is submitted, all such unexpended grant funds must be returned to the State.
- E. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

7. Project Monitoring by the State

The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

- A. whether Project activities are consistent with those set forth in **Exhibit A**, the grant application, and the terms and conditions of the Grant Agreement;
- B. the actual expenditure of state, local and/or private funds expended to date on the Project is in conformity with the amounts for each Budget line item as set forth in **Exhibit B** and that unpaid costs have been properly accrued;
- C. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

8. Audits and Maintenance of Records

Grantee shall submit to an audit of funds paid through this Grant Agreement, and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost.

9. Compliance with Laws

- A. The Grantee 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 Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.
- B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, *et seq.*, IC §4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Grantee 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 Grant, the Grantee shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this Grant.** If the Grantee is not familiar with these ethical requirements, the Grantee 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 Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee 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 Grantee certifies by entering into this Grant Agreement 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 State. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.
- D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review

to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

- E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.
- F. The Grantee 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.
- G. As required by IC §5-22-3-7:
 - (1) The Grantee and any principals of the Grantee certify that:
 - (A) the Grantee, 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 Grantee will not violate the terms of IC §24-4.7 for the duration of this Grant Agreement, even if IC §24-4.7 is preempted by federal law.
 - (2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, 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 this Grant Agreement even if IC §24-4.7 is preempted by federal law.

10. Drug-Free Workplace Certification

This clause is required by Executive Order 90-5 and applies to all individuals and private legal entities who receive grants or contracts from State agencies. This clause was modified in 2005 to apply only to Grantee's employees within the State of Indiana and cannot be further modified, altered or changed. As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Grant Agreement is in excess of \$25,000.00, the Grantee 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 Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Grantee'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; and
- 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 Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- 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) take appropriate personnel action against the employee, up to and including termination; or (2) require 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.

11. Employment Eligibility Verification

As required by IC §22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

- A. The Grantee has enrolled and is participating in the E-Verify program;
- B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;
- C. The Grantee does not knowingly employ an unauthorized alien.
- D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

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

12. 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 Grant

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

13. Governing Law

This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

14. Information Technology Accessibility Standards.

Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended. The federal Electronic and Information Technology Accessibility Standards can be found at: <http://www.access-board.gov/508.htm>.

15. Nondiscrimination

Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, 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, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the State is a recipient of federal funds, and therefore, where applicable, Grantee and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

16. Notice to Parties

Whenever any notice, statement or other communication is required under this Grant, it shall be sent by first class mail or via an established courier / delivery service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

For payment notices and invoices:

Mary Becerra
Indiana Utility Regulatory Commission
101 West Washington Street, Suite 1500E
Indianapolis, Indiana 46204

For legal notices:

Beth E. Helene, General Counsel
Indiana Utility Regulatory Commission

101 West Washington Street, Suite 1500E
Indianapolis, Indiana 46204

B. Notices to the Grantee shall be sent to:

Bruce A. Dickie
2833 South 11th Street
Niles, MI 49120

C. Grantee address for W-9/Direct Deposit (if different from subsection B):

D. As required by IC §4-13-2-14.8, payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by the Grantee with the Indiana Auditor of State.

17. Order of Precedence

Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable law or other controlling document described in paragraph 20, below; (2) this Grant Agreement, (3) exhibits prepared by the State, (4) Invitation to Apply for Grant; (5) the Grant Application; and (6) exhibits prepared by Grantee.

18. Termination for Breach

- A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.
- B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

19. Termination for Convenience

Unless prohibited by a statute or regulation relating to the award of the grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

20. Federal and State Third-Party Contract Provisions

There are no federal funds provided by this Grant.

Non-Collusion, Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge 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 Grant, the Grantee attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

https://hr85.gmis.in.gov/psp/pa91prd/EMPLOYEE/EMPL/h/?tab=PAPP_GUEST

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

SELGE CONSTRUCTION CO INC
 By: *Bruce A. Dickie*
 Title: *MGR Safety + Resources*
 Date: *11-9-18*

Indiana Utility Regulatory Commission
 By: *[Signature]*
 Title: *Chairman*
 Date: *11-28-18*

	Electronically Approved by: Department of Administration By: <i>[Signature]</i> (for) Lesley A. Crane, Commissioner <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i> <i>12.4.18</i>
Electronically Approved by: State Budget Agency By: <i>[Signature]</i> (for) Jason D. Dudich, Director <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i> <i>12-6-18</i>	Approved as to Form and Legality: Office of Attorney General By: <i>[Signature]</i> 12/12/18 <i>Form approval has been granted by the Office of the Attorney General pursuant to IC 4-13-2-14.3(e) on August 17, 2017. FA 17-29</i>

Exhibit A – Grant Application

Grantee Contact Information

1. **Name:** Bruce A. Dickie
2. **Business Name (if applicable):** Selge Construction Co., Inc.
3. **Phone number:** 574-292-8917
4. **Address for notices:** 2833 South 11th. St., Niles, MI 49120
5. **Address for W-9 and Direct Deposits:** 2833 South 11th. St., Niles, MI 49120
6. **Email:** Bdicke@selgeconstruction.com
7. **Company website (if applicable):** www.selgeconstruction.com
8. **Alternate contact person, phone, and email (if applicable):** Jennifer Barbour

Metrics Information

9. **How did you learn about the UPP Account Fund?** At local DPC meetings
10. **What is your current role in pipeline safety?** Indiana Damage Prevention Council, Northern Chapter / Chairman

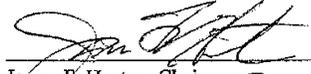
Grant Project Scope

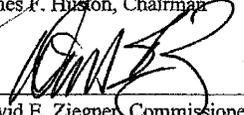
11. **Under IC 8-1-26-24, the Underground Plant Protection Account is established to provide funding for programs established and administered by the commission as listed below. This project will be [please check at least one box]:**
 - A public awareness program concerning underground plant protection.
 - A training or educational program for contractors, excavators, locators, operators, and other persons involved in underground plant protection.
 - An incentive program for contractors, excavators, locators, operators, and other persons involved in underground plant protection to reduce the number of violations of Ind. Code chapter 8-1-26.
12. **Please provide a detailed description regarding how your project will benefit the public by enhancing underground plant protection:** The Indiana Damage Prevention Council – Northern Chapter holds monthly meetings at one of 3 locations around Northern Indiana. These meetings provide critical information to all stakeholders on many topics relating to the Indiana Code 8-1-26 Dig Law as well as broad range of topics and discussions targeting reducing the number of damages to all buried utilities.

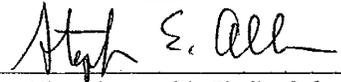
13. **Please provide your target audience/demographics for this project:** NIPSCO, all subcontracted utility locaters, local municipalities, all types of excavators, damage prevention personnel, all other buried facility operators, IURC Pipeline Safety, The 811 System and INDOT.
14. **Please provide a description of how your program's results will be measured to determine the value and relative effectiveness of your program:** Initially by improving attendance at local meetings and subsequently by reducing the number of damages the UPPAC Committee sees from the Northern Region.
15. **Estimated start date for project:** 5-25-18 thru the end of May 2019
16. **Estimated length of time for project:** one calendar year.
17. **Please describe the specific details of your proposed project, including a schedule and/or milestones:** Provide funding for food and beverages to be served at the monthly council meetings. Provide gas card (honorariums) for key speakers. Provide giveaways including "Hit Kits" to help excavators properly document damages. Cover other council expenses and outreaches.

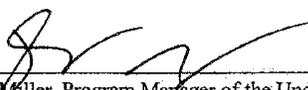
	Milestones	Estimated Completion Date
1	Provide relevant speaker and conduct monthly meetings	Monthly
2	Click here to enter text.	Click here to enter a date.
3	Click here to enter text.	Click here to enter a date.
4	Click here to enter text.	Click here to enter a date.
5	Click here to enter text.	Click here to enter a date.
6	Click here to enter text.	Click here to enter a date.
7	Click here to enter text.	Click here to enter a date.
8	Click here to enter text.	Click here to enter a date.
9	Click here to enter text.	Click here to enter a date.
10	Click here to enter text.	Click here to enter a date.

UPP Account Committee Approval

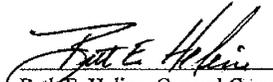

James F. Huston, Chairman

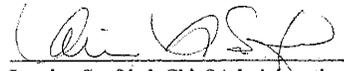

David E. Ziegner, Commissioner

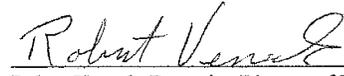

Steve Allen, Director of the Pipeline Safety Division


Darby Miller, Program Manager of the Underground Plant Protection Fund

Absent
Stefanie Krevda, Executive Director of External Affairs


Beth E. Heline, General Counsel


Loraine Seyfried, Chief Administrative Law Judge


Robert Veneck, Executive Director of Technical Operations

Date Approved: 4-20-18

Exhibit B – Project Budget

Instructions: Insert your project budget here. Your budget should be detailed and must include a total. Generally, claims shall be submitted to the IURC within 35 calendar days following the date the services were provided and claims may be submitted on a monthly basis only. If you are requesting payments in advance, you must provide the justification.

Total amount requested: \$ 4,260

Project Budget:

	Budget Item	Cost
1	\$120 Ea. - 12 meals serving an average of 35 people	\$ 1,440
2	Chapter Office/Printed Supplies /handouts @ \$15/mo.	\$ 180
3	3 hrs /month -12mos. Marketing/Outreach calls@ \$15/hr	\$ 540
4	1 gift card for gasoline for the speaker 12x \$50	\$ 600
5	Give aways for chapter meetings ("Hit Kits")	\$ 1,500
6	Click here to enter text.	\$ Click here to enter text.
7	Click here to enter text.	\$ Click here to enter text.
8	Click here to enter text.	\$ Click here to enter text.
9	Click here to enter text.	\$ Click here to enter text.
10	Click here to enter text.	\$ Click here to enter text.
	Total Cost	\$ 4,260

Description of Costs:

1. Chapter meals x 12 for approx. 35 people = \$1,440
2. Office supplies and printed handouts for meetings,
3. Paid person to outreach to stakeholders providing information about time and place of the meeting plus the value of attendance.
4. \$ 50 per meeting honorarium/gift card for fuel for speaker
5. Give aways for chapter meetings example "Hit Kits"

REQUEST ID	CLEARING AGENCY	REQUESTING AGENCY	REQUESTED DATE	FEDERAL ID	COMPANY NAME	CLEARANCE RESULT	PROCESS DATE	COMPANY NAME ON FILE	DBA NAME
240756	DOR	200	11/27/2018	381625197	Selge Construction Company Inc.	CLEARED	11/27/2018	SELGE CONSTRUCTION COMPANY INCORPORATED	

BUSINESS INFORMATION
CONNIE LAWSON
INDIANA SECRETARY OF STATE
11/27/2018 10:38 AM

Business Details

Business Name: **SELGE CONSTRUCTION CO INC** Business ID: **197203-307**
Entity Type: **Foreign For-Profit Corporation** Business Status: **Active**
Creation Date: **03/15/1972** Inactive Date:
Principal Office Address: **2833 S. 11th Street, NILES, MI, 49120, USA** Expiration Date: **Perpetual**
Jurisdiction of Formation: **Michigan** Business Entity Report Due Date: **03/31/2020**
Original Formation Date: **01/01/1800** Years Due:

Principal Information

Title	Name	Address
President	SELGE.MARVIN, Jr.	2833 S 11TH ST., NILES, MI, 49120, USA
Secretary	VICKI A. PRIEST	2833 S. 11TH STREET, NILES, MI, 49120, USA

Registered Agent Information

Type: **Individual**
Name: **BRENT E. INABNIT**
Address: **210 S. MICHIGAN AVE, SOUTH BEND, IN, 46624, USA**



Good Morning LISA COHRAN

Tuesday, November 27, 2018



CLEARANCE CERTIFICATE REQUEST

FEIN:

• Employer with FEIN 381625197 could not be found.

Multiple Accounts: No

Good Standing Certificate

- ▾ Account Details
- ▾ Other
 - Request Clearance Cert.

NOT required to register with the INDIANA
 DEPARTMENT of WORKFORCE DEVELOPMENT.
 Business office and work performed are
 in Michigan ONLY.

Tax UIM01.26.181 20180817 08:53