



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

August 27, 2024

Mr. Glen Howard, CHMM
Senior Project Manager
SES Environmental
3807 Transportation Drive
Fort Wayne, Indiana 46818

Re: Cost Proposal for Environmental Assessment
New Bethel Community Church
South Fisher Road and County Road 275 South
Rockville, Parke County, Indiana
Brownfield Site #4240502
SES – 128(a) BIL/IJA Project Amendment #6

Dear Glen:

The Indiana Brownfields Program (Program) is in receipt of SES Environmental's (SES) proposal (see Attachment A) submitted in response to the Program's request for a cost estimate for the completion of environmental assessment activities at the New Bethel Community Church in Rockville, 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, SES will perform the following tasks:

- Task A:** Complete a Phase I Environmental Site Assessment (Phase I ESA) according to the American Society of Testing and Materials 1527-21 and All Appropriate Inquiry standards and submit to the Program and United States Environmental Protection Agency (US EPA) for review
- Task B:** Complete a Site-Specific Health & Safety Plan (HASP) and Sampling & Analysis Plan (SAP) and submit for Program and US EPA approval
- Task C:** Conduct universal waste survey/inventory and asbestos survey
- Task D:** Submit all necessary reports, including all completion reports and documentation for US EPA reporting as requested by the Program

Site Access

SES 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 and/or remediation 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:

- August 27, 2024: Project Amendment transmitted to consultant
- August 30, 2024: Signed Project Amendment and Site Access Agreement received by the Program
- September 13, 2024: Phase I ESA initiated
- September 13, 2024: HASP and SAP completed and submitted to the Program and US EPA
- September 30, 2024: Universal waste survey/inventory and asbestos survey initiated
- November 1, 2024: Phase I ESA Report, universal waste inventory and asbestos survey report completed and submitted to the Program and US EPA
- November 15, 2024: 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. SES 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 SES's signed acknowledgment on the Project Amendment, invoicing can begin according to the following proposed payment schedule:

- Category I: Phase I ESA
- Category II: HASP and SAP
- Category III: Environmental Assessment Activities
- Category IV: Reports

Modifications to the above schedule shall be discussed with the Program's Project Manager for the Site, Tracey Michael, and are subject to approval by the Program. Invoicing for this project will be in accordance with the above-listed payment milestones. The Program's *Federally-Funded Project Payment and Disbursement Procedures* (August 2018) (Disbursement Guidelines) will apply to invoicing for this project. The guidelines are attached to your firm's contract as Exhibit C and can also be found on the Program's web site at: www.brownfields.in.gov. 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 SES.

PROJECT AMENDMENT #6

Description of Services: Environmental Assessment

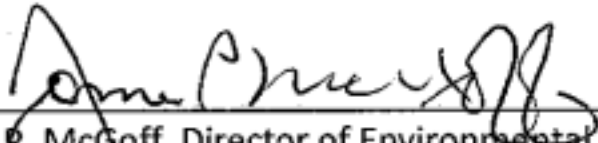
Project Name: New Bethel Community Church
South Fisher Road and County Road 275 South
Rockville, Parke County, Indiana
Brownfield Site #4240502

Proposed Budget: \$13,162.00

SES will perform the Scope of Work described above and in Attachment A for a total project cost of \$13,162.00. 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 in accordance with the Disbursement Guidelines upon the Program's receipt of SES'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 of Environmental Programs
Indiana Finance Authority

8/27/2024
Date

ACKNOWLEDGED BY: SES Environmental

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


Signature

Cheryl Ryan, VP of Business Operations
Print Name & Title

08/28/2024
Date

For Approval of Charges, Send Invoice(s) to:
Tracey Michael
Indiana Brownfields Program
100 N. Senate Avenue, Room 1275
Indianapolis, Indiana 46204
Email: tmichael@ifa.in.gov
Telephone: (317) 232-4402

Attachment A
Approved Proposal & Scope of Work



Glen A. Howard, CHMM
Senior Project Manager
3807 Transportation Drive
Fort Wayne, IN 46818
Phone: 260/497-7645
Fax: 260/497-7645
g.howard@sesadvantage.com

August 28, 2024

Tracey Michael
Indiana Brownfields Program
100 North Senate Avenue, Room 1275
Indianapolis, IN 46204

*Ref: Proposal for Environmental Assessment Services
USEPA 128(a) Bipartisan Infrastructure Law (BIL)
New Bethel Community Church
South Fisher Road and County Road 275
Rockville, Parke County, IN 47872
BFD #4240502*

Dear Ms. Michael:

This letter serves as a proposal and our statement of interest to provide professional environmental consulting, field and contracting services at the referenced site in accordance with your *Request for Proposal* dated July 8, 2024. SES understands the Trustees of The New Bethel Community Church of Rockville and their Successors in Office would like to demolish the subject church building prior to transfer of the real estate. SES proposes the following assessment tasks so that the church building may be safely demolished.

Assessment

Conduct a Phase I Environmental Site Assessment (ESA) in general accordance with ASTM1527 and All Appropriate Inquiry to identify potential and recognized environmental conditions (RECs). One electronic copy of the Phase I ESA report will be emailed to the Program for review and approval prior to sending to the owner/applicant.

Quality Assurance Project Plan (QAPP): The QAPP will focus on field sampling, chain of custody, laboratory analysis, and audit procedures to maintain scientifically valid data. A laboratory quality manual prepared by ENVision Laboratories and Eurofins will also be provided.

Health and Safety Plan (HASP): The plan will specify a site safety coordinator, job task delegation, emergency procedures, and directions to the nearest emergency care facility, as well as personal protection, and decontamination procedures.

Sampling and Analysis Plan (SAP): The SAP will specify methods and procedures for sampling to assess asbestos and lead based paint. Established QAPP and HASP procedures will also apply.



Conduct asbestos survey in general accordance with guidance provided under the National Emission Standards for Hazardous Air Pollutants (NESHAP) to identify asbestos containing building materials (ACBMs). SES personnel will also inspect the building for suspected lead-based paint (LBP) including paints, shellacs, varnishes, stains, or other coatings. SES staff are not certified lead-based paint inspectors or risk assessors, which is only required for "Target Housing and Child-Occupied Facilities". The general condition and extent of suspect materials will be evaluated during the inspection. Methods and results will be incorporated into an asbestos and LBP survey report and emailed to the Program for review and approval prior to sending to the owner/applicant. One electronic copy of the report will be emailed to the Program for review and approval prior to sending the report to the owner/applicant. This individual report will also serve to support demolition and abatement notifications, if applicable.

Conduct visual inspection to identify waste materials requiring removal prior to demolition. A Certified Hazardous Material Manager (CHMM) will inspect the site building to determine what, if any, universal wastes and/or hazardous wastes are present. One electronic copy of the Universal Waste Report will be emailed to the Program for review and approval prior to sending to the owner/applicant.

Davis Bacon: SES understands compliance with Davis-Bacon requirements are not required.

Budget and Schedule

SES will provide environmental field and contracting services on a time and materials basis and in accordance with the listed special conditions. SES's total estimate of probable costs for the assessment phase is **\$13,162**. An itemized listing of assessment costs is attached. SES proposes to complete the Phase I ESA and to prepare the HASP, SAP, and QAPP ('Plans') within approximately one month after establishing a contract.

Special Conditions

1. We will communicate with you, as needed, should our operational circumstances change materially.
2. We will request that equipment run on biodiesel fuel and have Tier 3 compliance emissions. Field equipment which runs on electricity will carry the EnergyStar rating, whenever possible, and written reports will be provided on recycled paper. The excavation contractor proposes to utilize local vendors and subcontractors for this project to minimize fuel consumption and emissions. A local landfill will also be utilized, if available, and wastes will be reused or recycled if possible.
3. SES's fee schedule for labor and equipment will be consistent with the *Proposal and Statement of Qualifications for 128(a) and 128(a)BIL Environmental Assessment Services* dated November 9, 2023.
4. QAPP protocols to be developed and scope and costs may change based on actual protocols and test parameters.
5. Reports to be provided pdf/e-copy or CD to EPA, Program, and community representative.
6. All field personnel will have 40-Hour HAZWOPER and up to date 8-hour refresher training.
7. Daily tailgate meetings will be held each morning prior to work commencing.
8. Demolition contractor work requiring their personnel to don any level of protective equipment above Level D will result in additional expense.
9. It is assumed that site security is not an issue at the site location.
10. Access to sites will be provided without any special fees or permitting and site owners will de-energize



onsite systems, when applicable.

11. Contacting Indiana 811 will be sufficient to locate municipal underground utilities.
12. Hand digging will be conducted in areas where digging crosses a marked (or suspected) utility.
13. Costs do not include seeking access to offsite properties.
14. Services will be conducted Monday through Friday only, excluding all holidays or travel advisories days.
15. All costs assume normal working conditions will be encountered and that any delays, obstructions, or other limitations may result in additional expense.
16. Actual abatement costs will be based on identified types, conditions, and extent of ACBMs.
17. Actual waste disposal costs will be based on profiling and any testing results. Additional sampling/testing to determine profiling and disposal will be at cost plus markup, as well as SES labor and equipment. SES will prepare applicable hazardous waste notifications; however, owner/generator must submit RCRA Subtitle reporting forms. Site owner will need to register and issue form/information via the below link. Costs does not include DOT or RCRA training of owner representatives.
<https://rcrainfo.epa.gov/rcrainfoprod/action/secured/login>.
18. Site owner shall approve all associated waste profiles, and the necessary disposal paperwork, and/or notifications.
19. All personal belongings to be saved will need to be removed from the site prior to abatement.
20. Pricing does not include treatment of flood waters inside building, if applicable.
21. Pricing does not include abandonment of any existing drinking water well.
22. Pricing does not include septic waste removal, septic tank system removal, or septic tank closure.
23. Crawlspace areas are excluded as none are known at this point in time.
24. A licensed asbestos building inspector and asbestos project supervisor will need to be on site during the demolition of any unsafe or inaccessible areas to ensure no asbestos containing materials are uncovered. The duration and extent of demolition is unknown at this time.
25. Building and property security after abatement are not included.
26. When applicable, a fuel surcharge will be applied to the equipment rate, per US Department of Energy and average fuel costs for the Midwest region.
27. This proposal does not include excavation, transportation or disposal of contaminated soil, water, groundwater, or sludge.
28. Invoices will be based on actual field measurements and quantities.
29. SES and SES's sub-contractor standard pay rates apply.
30. SES understands that Build America, Buy America (BABA) applies to projects that will leave certain things permanently affixed to the property. There are other considerations too, like whether the project involves construction, alteration, or repair of a building or real property and if the project is publicly owned or will serve a public function. If all three of those conditions are met, then BABA may apply. In this case, unless something will be permanently affixed or left in place, then it won't apply. In addition, a waiver is not necessary if BABA does not apply to the project.
31. Laboratory costs assume Envion and Eurofins will be approved vendors for QAPP and testing.
32. SES will engage subcontractors; rent or purchase special equipment; purchase expendable supplies; and so forth. Such purchases and/or subcontracts shall be charged to Client at their direct cost plus 8%.
33. Landfills, contractors, drivers, operators, disposal facilities, etc. are consistently increasing rates due to increased expenses in overall operations, which could affect actual invoicing and fees.



Closing

Please contact the undersigned at g.howard@sesadvantage.com or 260.497.7645 with any questions regarding this proposal.

Sincerely,
SES Environmental



Glen A. Howard, CHMM
Senior Project Manager

Attachment: Cost Analysis and Estimation Spreadsheet



Attachment A

Cost Analysis and Estimation Spreadsheet



SES New Bethel Church, Rockville, Parke County, IN	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
I. Category - Phase I Site Assessment					\$ 1,500.00										\$ 1,500
II. Category - Inventory and Waste Profiling					\$ 4,481.80										\$ 1,340
				\$ 1,340.00											\$ 1,340
Senior PM - determine current conditions in prep for federal docs.	8	hr	\$ 140.00	\$ 1,120.00											
Scientist 1 - inspect (at time of asbestos survey)	2	hr	\$ 110.00	\$ 220.00											
B. Materials and Equipment (list each separately for this Category)				\$ 110.00											\$ 110
Sampling Supplies (gloves, baggies, etc.)	1	day	\$ 45.00	\$ 45.00											
Meters, Equipment, Field Expendables	1	day	\$ 65.00	\$ 65.00											
C. Travel (reimbursed at state rates)				\$ 398.00											\$ 398
Mileage (300mi round trip)	400	mi	\$ 0.46	\$ 184.00											
Hotel	2	night	\$ 107.00	\$ 214.00											
D. Subcontractors (list all subcontractors separately for this Category)				\$ 2,813.80											\$ 2,814
SCS (CHMM and assist with inventory and estimating removal and disposal)	1	est	\$ 1,920.00	\$ 1,920.00											
Aidement for Profile Testing	1	est	\$ 500.00	\$ 500.00											
subcontractor markup	0.08	est	\$ 2,420.00	\$ 193.60											
III. Category - Pre-Demolition/Removal Remediation (Field Phase)					\$ -										\$ -
A. Staff Hours (list hours for each staff separately for this Category)				\$ -											\$ -
SES Senior PM - RCRA notification and form prep for haz waste		hr	\$ 140.00	\$ -											
SES Scientist - Waste Removal (inspect surface after removal)		hr	\$ 110.00	\$ -											
PM - coordinating project management/non-haz profiling		hr	\$ 125.00	\$ -											
B. Materials and Equipment (list each separately for this Category)				\$ -											\$ -
PID		day	\$ 90.00	\$ -											
Sampling Supplies (gloves, baggies, etc.)		day	\$ 45.00	\$ -											
Mapping Equipment/Camera/General Supplies		day	\$ 25.00	\$ -											
Other (office copies, expendables, field)		ea	\$ 50.00	\$ -											
			\$ -	\$ -											
C. Travel (reimbursed at state rates)				\$ -											\$ -
Mileage		mi	\$ 0.46	\$ -											
Hotel		night	\$ 107.00	\$ -											
D. Subcontractors (list all subcontractors separately for this Category)				\$ -											\$ -
Potential Universal Waste Removal - Allowance (actual to be determined)		est	\$ 6,000.00	\$ -											
Markup			\$ -	\$ -											
				\$ -											
IV. Category - Demolition and Post Demolition Remediation (Field Phase)					\$ -										\$ -
A. Staff Hours (list hours for each staff separately for this Category)				\$ -											\$ -
Asbestos Inspector - monitoring during demo (estimate 7 day)		hr	\$ 110.00	\$ -											
PM - coordinate field work and management		hr	\$ 125.00	\$ -											
B. Materials and Equipment (list each separately for this Category)				\$ -											\$ -
Sampling Supplies (gloves, baggies, etc.)		day	\$ 45.00	\$ -											
Meters, Equipment, Field Expendables		day	\$ 75.00	\$ -											
Other (office copies, document publication)		ea	\$ 50.00	\$ -											
C. Travel (reimbursed at state rates)				\$ -											\$ -
Mileage		mi	\$ 0.46	\$ -											
Hotel		night	\$ 107.00	\$ -											
D. Subcontractors (best estimation at this time, with variance and a budgeted)				\$ -											\$ -
Asbestos Supervisor - mob/demob and supervision		est	\$ 1,075.00	\$ -											
Asbestos Supervisor - prep, mob, demob, recordkeeping		est	\$ 1,050.00	\$ -											
Disposal (per 30 yd - max 3 per day)		ea	\$ 2,500.00	\$ -											
Contractor Demolition Mob/Demob		est	\$ 2,400.00	\$ -											
Portal Toilet		est	\$ 220.00	\$ -											
Demolition Permit		est	\$ 425.00	\$ -											
Demolition Equipment and Labor (building, footings and slab)		est	\$ 3,400.00	\$ -											
Nurse Tank, Water, Pump & Hoses		est	\$ 220.00	\$ -											
30 yard Roll off - general debris		est	\$ 640.00	\$ -											
Disposal Fees - building debris - Republic Sycamore Ridge		tons	\$ 60.00	\$ -											
Disposal Fees - footings and slab - Republic Sycamore Ridge		tons	\$ 60.00	\$ -											
Hauling to landfill		hrs	\$ 144.00	\$ -											
Backfilling Basement - fill sand (budget compaction)		tons	\$ 18.50	\$ -											
Contractor Lodging/Misc/Ed		est	\$ 600.00	\$ -											
markup			\$ -	\$ -											
				\$ -											

SES New Bethel Church, Rockville, Parke County, IN		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
V. Category - Monitoring Well Install/Quarterly Monitoring (Field Phase)																
A. Staff Hours (list hours for each staff separately for this Category)					\$ -											\$ -
B. Materials and Equipment (list each separately for this Category)																\$ -
C. Travel (reimbursed at state rates)					\$ -											\$ -
Mileage					\$ -											\$ -
Hotel					\$ -											\$ -
D. Subcontractors (list all subcontractors separately for this Category)					\$ -											\$ -
VI. Category - Other																
A. Asbestos and LBP Survey					\$ 4,500.00											\$ -
B. Property Acquisition					\$ -											\$ -
C. Demolition					\$ -											\$ -
D. Bond Counsel					\$ -											\$ -
E. Professional Services (Maximum 5% of loan amount)					\$ -											\$ -
VII. Category - Reporting																
A. SAP					\$ 1,000.00											\$ 1,000
C. ABCA																\$ -
D. CIP																\$ -
E. RWP																\$ -
F. QAPP (use existing prior approved QAPP)					\$ 800.00											\$ 800
G. HASP					\$ 500.00											\$ 500
H. Decision Memorandum																\$ -
I. MBE/Project Profiles																\$ -
J. Allowance for Meetings and Inspections																\$ -
K. Pre-Demolition - Completion Report																\$ -
L. Demolition and Post Demolition - Completion Report																\$ -
M. Posting BIL sign (if unable to coordinate with another site visit)																\$ -
N. Final Conditions/NFA Report/RCR																\$ -
																\$ -
TOTAL					\$ 13,181.80			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ASSESSMENT PHASE TOTAL					\$ 13,182											\$ 13,182
REMEDIATION PHASE TOTAL					\$ -											\$ -
Change Order #1					\$ -											\$ -
Change Order #2					\$ -											\$ -
Change Order #3					\$ -											\$ -
Change Order #4					\$ -											\$ -
Change Order #5					\$ -											\$ -
Revised TOTAL					\$ 13,182		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,182
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.																

Attachment B

Copy of Executed Site Access Agreement

**SITE ACCESS AGREEMENT
PERMISSION TO ENTER PROPERTY
INDIANA BROWNFIELDS PROGRAM**

This Site Access Agreement ("Agreement") is made by and between Alice Finch ("a descendant of the Trustees of New Bethel Community Church of Rockville"), the Indiana Brownfields Program ("Program"), and SES Environmental ("Consultant") regarding the Owner's property located at South Fisher Road and County Road 275 South in Rockville Indiana ("Site"), Site Identification Number 4240502. This access is given in connection with site activities to be conducted primarily with 128(a) Site Specific Activities. The Program requests permission for the Consultant to enter the Site for the exclusive purposes of conducting environmental investigation and/or remediation activities at the Site.

1. Owner hereby gives permission to 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 Consultant (collectively, "Authorized Parties") to enter upon the Site to perform investigation and/or remediation 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 and/or remediation of soil, sediment, vapor, water 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, vapor, water, groundwater and sediment samples, the logging, gauging and sampling of existing wells, video taping, 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. Removal, treatment and/or disposal of contaminated soil, sediment, water, vapor and solid and/or hazardous waste, which may include the installation of contaminant recovery wells or other treatment systems.
 - d. Excavation and disposal of USTs, associated piping and system components, including tank contents.
 - e. On-Site observation and oversight of environmental investigation and/or remediation activities.
 - f. Disclosure of environmental information as required by law.
3. Upon completion of the investigation and/or remediation, 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. In the event there is residual contamination after completion of investigation and/or remediation activities, one or more land use restrictions (e.g., prohibiting groundwater use) may be necessary to ensure safe use of the Site. Such restriction(s) will be required to be implemented through recordation of an environmental restrictive covenant (ERC) on the deed for the Site. By executing this Agreement, the Owner is agreeing to record such an ERC on the deed for the Site in the County Recorder's Office if it is required by the Program to achieve closure under the IDEM *Risk-based Closure Guide* (July 2022 and applicable revisions). The Owner is responsible for the costs of recording such an ERC.
5. 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.
6. 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.

7. 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.
8. 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.
9. The Program will supply to Owner all information derived from the environmental investigation or remedial 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.
10. In exercising its access privileges, Authorized Parties will take reasonable steps not to interfere with the Owner's operations on the Site.
11. Authorized Parties will give notice to the Owner at least one (1) week in advance of the start of field activities on the Site.
12. 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.
13. 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.
14. This Agreement shall expire upon the Program's correspondence to the Owner indicating completion of project activities under the 128(a) grant award.
15. 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.

Alice L Finch

Alice Finch
Site Owner

8-9-24

Date

Site Owner's Telephone Number:

Site Owner's Mailing Address (if other than Site address):

For the benefit of SES Environmental:

Cheryl Ryan

Cheryl Ryan, VP of Business Operations
Glen Howard
Senior Project Manager

Accepted by the Indiana Brownfields Program by:

Tracey Michael

Tracey Michael, LPG
Indiana Brownfields Program

Dan F...

Witness

8-9-24

Date

317-946-2624

5185 W 40 N

montezuma, IN 47862

08/28/2024

Date

8-8-24

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