



# 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

January 14, 2025

Mr. Nivas Vijay  
Senior Project Manager/Principal  
Heartland Environmental Associates Inc.  
3410 Mishawaka Avenue  
South Bend, Indiana 46615

Re: Cost Proposal for Phase I Environmental Site  
Assessment  
Community Wide Assessment Initiative  
Aetna Elementary School  
1301 – 1314 Arizona Street  
Gary, Lake County, Indiana  
Brownfield Site #4241104  
Heartland – CWAG Project Amendment #16

Dear Nivas:

The Indiana Brownfields Program (Program) is in receipt of Heartland Environmental Associates Inc.'s (Heartland) proposal (see Attachment A) submitted in response to the Program's request for a cost estimate for the completion of a Phase I Environmental Site Assessment (Phase I ESA) at the Aetna Elementary School in Gary, 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, Heartland will perform the following task:

**Task A:** Complete a Phase I ESA according to the American Society of Testing and Materials 1527-21 and All Appropriate Inquiry standards and submit to the Program for review.

### **Site Access**

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



### ***Schedule for Project Tasks***

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

- January 14, 2025: Project Amendment transmitted to consultant
- January 15, 2025: Signed Project Amendment and Site Access Agreement received by the Program
- February 21, 2025: Phase I ESA Report and final invoice submitted to the Program

### ***Total Estimated Project Expense Budget & Payment***

The cost to complete the above-referenced Scope of Work will be based on the proposal contained in Attachment A and total project expense budget (Project Budget) outlined herein. Heartland 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 Heartland's signed acknowledgment on the Project Amendment, invoicing can begin according to the following proposed payment schedule:

- Category I: Phase I ESA

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

**PROJECT AMENDMENT #16**

Description of Services: Phase I Environmental Site Assessment

Project Name: Aetna Elementary School  
1301 – 1314 Arizona Street  
Gary, Lake County, Indiana  
Brownfield Site #4241104

Proposed Budget: \$2,000.00 (state funds)

Heartland will perform the Scope of Work described above and in Attachment A for a total project cost of \$2,000.00. This form shall serve as an authorization by the Program to proceed with the Scope of Work. Invoicing may begin according to the above-referenced payment schedule upon the Program's receipt of Heartland's acknowledgment below.

**PROPOSAL ACCEPTED BY:**

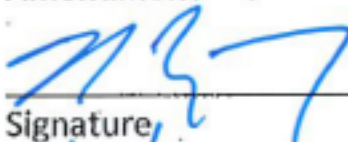
I hereby acknowledge and agree to the proposal including the Scope of Work in Attachment A hereto and the conditions set forth in the letter to which this Project Amendment is attached.

  
\_\_\_\_\_  
James P. McGoff, Director Environmental Programs  
Indiana Finance Authority

1/14/2025  
\_\_\_\_\_  
Date

**ACKNOWLEDGED BY: Heartland Environmental Associates Inc.**

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

  
\_\_\_\_\_  
Signature

1/15/2025  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Print Name & Title

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

Lori Bebinger  
Indiana Brownfields Program  
100 N. Senate Avenue, Room 1275  
Indianapolis, Indiana 46204  
Email: [lbebinger@ifa.in.gov](mailto:lbebinger@ifa.in.gov)  
Telephone: (317) 234-8099

**Attachment A**  
Approved Proposal & Scope of Work

November 14, 2024

Ms. Lori Bebinger, LPG  
Project Manager  
Indiana Brownfields Program  
100 North Senate Avenue  
Room 1275  
Indianapolis, Indiana 46204  
Electronic Mail: [lbebinger@ifa.in.gov](mailto:lbebinger@ifa.in.gov)

**HEARTLAND**

**ENVIRONMENTAL ASSOCIATES INC.**

**Re: Phase I Environmental Site Assessment Proposal  
Aetna Elementary School  
1301 – 1314 Arizona Street in Gary, Indiana  
Indiana Brownfields Program Site #4241104  
Heartland CWAG Scope of Work #25**

Dear Ms. Bebinger:

Heartland Environmental Associates, Inc. (Heartland) is pleased to submit this scope of work and budget memorandum to complete a Phase I Environmental Site Assessment (ESA) for the Aetna Elementary School Property located at 1301 – 1314 Arizona Street in Gary, Indiana. This proposal is being provided to conduct due diligence environmental assessment services.

Heartland understands that the assessment area appears to consist of at least one (1) parcel of land (Parcel ID #45-08-12-256-007.000-004) owned by the City of Gary Development of Redevelopment. The assessment area is improved with one (1) single-story former elementary school building which encompasses approximately 115,784-square feet and is situated on an area of approximately 9.99-acres of land. Confirmation of the exact parcel(s) associated with this report will need to be confirmed prior to initiation of assessment activities. The building is currently in a state of disrepair.

This scope of work will be conducted as an amendment to Heartland's existing contract to provide environmental consulting services to the Indiana Finance Authority (IFA) under the Community Wide Assessment Grant (CWAG) awarded to the City of Gary. Note that Heartland understands that the site building situated on the parcel is being evaluated for potential renovation and potential rehabilitation.

## **Phase I Environmental Site Assessment**

The objective of this ESA/AAI is to assess the potential presence or absence of contaminants in the form of hazardous substances. This is accomplished through site interviews, available historical data, regulatory agency interviews and file searches, and a physical inspection of the property if the area is accessible. Hazardous substances refer to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) substances, Resource Conservation and Recovery Act (RCRA) substances, and petroleum products.

*"Your dependable partner for environmental compliance"*

To the extent that this ESA/AAI requires the application of subjective judgment to scientific principles, the results of this work are subject to the judgment of the scientist and the risk tolerance of the client.

### **Approach:**

The work and the written report will be completed in accordance with the American Society of Testing and Materials (ASTM) *Standard Practice for Environmental Site Assessments: Phase I ESA Process* for commercial real estate published in November 2021 (ASTM 1527-21) and became effective on February 13, 2023. The USEPA has determined that the 2021 ASTM standards are consistent with recently promulgated AAI requirements. The AAI Rule became effective February 13, 2023, updating the previous regulation passed in 2006 and 2013.

Heartland's environmental site assessments are conducted in a step by step manner in recognition of the AAI rule and the "due diligence" clause of Section 107 of the CERCLA of 1980, as amended in 1986 by the Superfund Amendment Reauthorization Act (SARA), which are key to managing the potential environmental risks presented by property transactions. One of the requirements of satisfying the "innocent landowner defense" to CERCLA liability is to conduct "...appropriate inquiry into the previous ownership and uses of the property consistent with good commercial or customary practice."

### **This Scope of Work includes:**

1. Site interviews conducted with the current property owner, or the owner's knowledgeable representative, and the potential user of the Phase I ESA.
2. Compilation of the development history of the site, with an emphasis on chemical substances which may have been used or disposed of onsite and could have contributed to possible contamination.
3. A review of regulatory agency databases in order to determine potential environmental concerns relative to the sites and adjacent sites within the specified search radii.
4. A physical inspection of the site to determine current site conditions and detect the potential for a release of hazardous substances. Heartland understands that full access to the parcel may be restricted.
5. Final report for the site that will include conclusions and recommendations, based upon the information obtained from the above referenced tasks.

This Phase I ESA Scope of Work does not include sampling and analysis of environmental media to detect the presence or confirm the absence of contaminants. The data obtained during the assessment will provide the client with the determination of whether other sampling and analytical efforts are necessary, and if so, for what possible substances.

### **Site History Compilation:**

Heartland will seek to locate and review information on the site development and usage. The information gathered during the site interview will be utilized during this task. A historical aerial photograph, Sanborn Map, and city directory review will also be conducted, if reasonable, to aid in the identification of land development and usage. Heartland will attempt to complete the

historic search back to 1940 or first developed use, if possible. The history of on-site buildings and facilities including modifications, expansions and closures will be examined. In addition, information concerning the type of operations on the site and the chemical/material usage, handling and storage practices will be gathered. Finally, Heartland will evaluate the documentation and include the results of our evaluation in the final report for the site. Heartland will conduct a limited tile search as part of this Phase I ESA.

### **Environmental Regulatory Database Review:**

Heartland will conduct a regulatory database review to disclose the potential for on-site environmental regulatory concerns. Additionally, there may be existing or past issues with surrounding properties which could potentially impact the subject site. Heartland will complete a regulatory review in order to determine potential issues in regard to storage tanks (underground and above ground), spills and polychlorinated biphenyls (PCBs). The following information will be examined:

- Environmental agency site investigations

- Closing of on-site facilities

- Records of permits, violations, fines, correspondences, consent orders, enforcement action, and litigation

- Studies, reports, or memorandums dealing with site problems

- Status under RCRA

- CERCLA issues

- Evidence of previous on-site disposal or filling

- Locate and identify water wells

### **Site Reconnaissance:**

The ESA/AAI will entail a physical site reconnaissance by one of Heartland's environmental professionals. During Heartland's reconnaissance of the subject site, including on-site buildings and immediately adjacent sites, focus will be given to the following:

- Potential hazards and land use of neighboring properties;

- Proximity to surface water and/or municipal storm sewers;

- Indications of on-site chemical or fuel leaks or spills;

- Indications of on-site excavations, mounds, foundations, depressions, connections to underground or above ground storage tanks;

- Evaluation of surface and storm water flow; and

- Review of area groundwater uses and general groundwater flow direction, if available.

If possible, Heartland will document the site inspection with photographs that will be included in the final report. Adjacent sites will not be entered, but rather observations will be made from the subject site and available public properties, such as streets or sidewalks.

A summary report will be prepared for the site and will be submitted. Included in the report will be the observations from the site reconnaissance, record reviews, recommendations regarding environmental concerns, if requested by the client, and interpretive comments based on the findings. Opinions will be rendered on the likelihood of contaminants on-site and on surrounding properties along with possible risks associated. Please note all of Heartland's reporting will be done so in accordance with all ASTM guidance and in accordance with any and all applicable guidance with regards to any funding mechanisms utilized for the development of the site.

## **Fees**

The Phase I ESA will be conducted on a Lump Sum basis and can be accomplished for **\$2,000**. A digital copy of the final report will be provided to you in PDF fileshare format. It is emphasized that this cost is based on current knowledge of the site. With your concurrence, should the Scope of Work require expansion during the course of this project, this cost will be increased, to accommodate for the cost of additional efforts.

## **Business Terms & Conditions**

Heartland is prepared to initiate this scope of work immediately upon receipt of your written authorization to proceed. Upon authorization to proceed, Heartland will mobilize onsite within one week to complete the Phase I ESA. The final Phase I ESA report will be delivered within 15 days from the date of notice to proceed.

This proposal is based on reasonable and timely access to the property and site information. Heartland appreciates the opportunity to submit this proposal and looks forward to providing you with quality environmental services. Please note professional services provided under this scope of work will be conducted under Heartland's existing contract for professional services to be conducted under the CWAG with the IFA.

Should you have any questions regarding this proposal, please contact Nivas R. Vijay at 574360-0961 or at [nvijay@heartlandenv.com](mailto:nvijay@heartlandenv.com).

Sincerely,



Nivas R. Vijay, CHMM  
Senior Project Manager / Principal

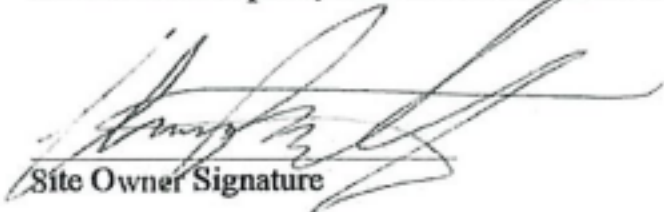
**Attachment B**  
Copy of Executed Site Access Agreement

**SITE ACCESS AGREEMENT  
PERMISSION TO ENTER PROPERTY  
INDIANA BROWNFIELDS PROGRAM  
COMMUNITY WIDE ASSESSMENT INITIATIVE**

This Site Access Agreement ("Agreement") is made by and between City of Gary Redevelopment ("Owner"), the Indiana Brownfields Program ("Program"), and Heartland Environmental ("Consultant") regarding the Owner's property located at \_\_\_ 1301-14 Arizona, \_\_ Gary, Indiana ("Site"), Brownfield Site Identification Number 4241104. The access is given in connection with site activities to be conducted primarily with funding under the Program's Community Wide Assessment Initiative (Community Wide Initiative). The Program requests permission for the Consultant to enter the Site for the exclusive purposes of conducting environmental investigation of potential or actual contamination.

1. Owner hereby gives permission to the Consultant or other authorized environmental contractors, Indiana Department of Environmental Management ("IDEM") employees, Indiana Finance Authority ("IFA") employees, or other designees authorized by the Program and/or the Consultant (collectively, "Authorized Parties") to enter upon the Site to perform investigation activities at the Site. This permission is effective immediately upon the execution of this Agreement by Owner and the Consultant and acceptance of the Agreement by the Program.
2. The permission granted by Owner under this Agreement is contemplated to be used for the following activities that may be performed by Authorized Parties:
  - a. Having access to areas where contamination may exist, including areas where underground storage tanks ("USTs"), aboveground storage tanks ("ASTs") or petroleum and/or hazardous substances releases are, or are suspected to be, located.
  - b. Investigation of soil, sediments and groundwater, including, but not limited to, the installation of soil borings, test pits and/or groundwater monitoring wells, the use of geophysical equipment, the use of drilling equipment for collection of soil and sediment samples, the logging, gauging and sampling of existing wells, 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. Survey of asbestos-containing material and lead-based paint conditions.
  - d. Inventory of chemical materials/waste.
  - e. On-Site observation and oversight of environmental investigation activities.
  - f. Disclosure of environmental information as required by law.
3. Upon completion of the investigation, Authorized Parties will restore the property as near as practicable to its condition immediately prior to the commencement of such activities, but not including paving or concrete replacement at ground surface.
4. The granting of this permission by the Owner is not intended, nor should it be construed, as an admission of liability on the part of the Owner or the Owner's successors and assigns for any contamination discovered on the Site.
5. Authorized Parties may enter the Site during normal business hours and may also make special arrangements to enter the Site at other times after agreement from the Owner.
6. Authorized Parties shall enter upon the Site at their own risk, and Owner shall not be held responsible or liable for injury, damage, or loss incurred by any Authorized Party arising out of or in connection with activities under this Agreement, except to the extent that any injury is caused due to the acts or omissions of Owner, any lessee of the Site, or any employee or agent of the Owner.

7. Neither the State nor the IFA is providing any indemnification, either jointly or severally, to the Owner, the Consultant or its agents, assigns or designees.
8. The Program will supply to Owner all information derived from the environmental investigation activities conducted at the Site. The Program may use such information for any purpose at the Program's sole discretion. The Consultant will hold in confidence all such information except as instructed by the Program and the Owner or as required to be disclosed by law.
9. In exercising its access privileges, Authorized Parties will take reasonable steps not to interfere with the Owner's operations on the Site.
10. Authorized Parties will give notice to the Owner at least one (1) week in advance of the start of field activities on the Site.
11. Owner ensures that Owner and any/all Site operators will give Authorized Parties access to the entire Site for the purposes set forth in this Agreement.
12. Any party to this Agreement may terminate this Agreement by giving two (2) months advanced written notice, or all parties may terminate the Agreement at any time by written agreement.
13. This Agreement shall expire upon the Program's correspondence to the Owner indicating completion of project activities under the Community Wide Initiative award.
14. Copies of this Agreement may be executed separately by the parties, and once executed by the parties to this Agreement, all such copies taken together shall constitute a single contract. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original for all purposes.

  
 Site Owner Signature

\_\_\_\_\_  
 Witness

*CHRISTOPHER B. HARRIS*  
 Site Owner Name (Printed)

\_\_\_\_\_  
 Date

*11/13/2024*  
 Date

Site Owner's Telephone Number: 219-886-1531

Site Owner's Mailing Address (if other than Site address): 504 Broadway, Gary, IN

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

  
 Consulting firm's signature

*1/15/2025*  
 Date

Accepted by the Indiana Brownfields Program by:

*Lori Bebinger*  
 Project Manager  
 Indiana Brownfields Program

11/13/24  
 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.

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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.): \_\_\_\_\_

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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**