



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

June 26, 2024

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

Re: Cost Proposal for Environmental Assessment
Community Wide Assessment Initiative
GRIT Building
529 Washington Street
Gary, Lake County, Indiana
Brownfield Site #4240406
Heartland – CWAG Project Amendment #8a

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 environmental assessment activities at the GRIT Building 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 tasks:

- Task A:** Prepare a Sampling and Analysis Plan (SAP) and Site-specific Health and Safety Plan (HASP) and submit for Program and United States Environmental Protection Agency (US EPA) review and approval
- Task B:** Conduct a ground penetrating radar (GPR) survey
- Task C:** Perform an asbestos building inspection
- Task D:** Complete and submit all necessary reports, including documentation for US EPA reporting as requested by the Program

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:

- June 26, 2024: Project Amendment transmitted to consultant
- June 28, 2024: Signed Project Amendment and Site Access Agreement received by the Program
- July 15, 2024: SAP and HASP submitted to the Program and US EPA
- July 24, 2024: GPR and asbestos building inspection initiated
- September 1, 2024: Environmental Assessment Report and final invoice due

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: HASP and SAP
- Category II: Assessment Activities
- Category III: Reports

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. 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 Heartland.

PROJECT AMENDMENT #8a

Description of Services: Environmental Assessment

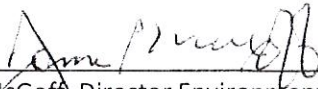
Project Name: GRIT Building
529 Washington Street
Gary, Lake County, Indiana
Brownfield Site #4240406

Proposed Budget: \$7,820.00 (federal funds)

Heartland will perform the Scope of Work described above and in Attachment A for a total project cost of \$7,820.00. 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

6/26/2024

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
6/28/24

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
Telephone: (317) 234-8099

Attachment A
Approved Proposal & Scope of Work

May 15, 2024

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

HEARTLAND

ENVIRONMENTAL ASSOCIATES INC.

**Re: Pre-Demolition Asbestos Building Inspection Scope of Work and Budget
Memorandum
GRIT Building
529 - 543 Washington Street in Gary, Indiana
Heartland CWAG Scope of Work #11**

Dear Ms. Bebinger:

Heartland Environmental Associates, Inc. (Heartland) is pleased to submit this scope of work and budget memorandum to complete a pre-demolition asbestos building inspection for the GRIT Building located at 529 – 543 Washington Street in Gary, Indiana.

The assessment area consists of one (1) parcel of land (Parcel ID #45-08-04-429-002.000-004) owned by the City of Gary Redevelopment Commission. The assessment area is improved with one (1) vacant two-story former commercial building which encompasses approximately 24,960-square feet and is situated on approximately 0.34-acres of land.

Heartland understands that the site building is being evaluated for potential demolition; therefore, this scope of services will be provided to conduct a comprehensive, pre-demolition asbestos building inspection for the site building. 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.

ASBESTOS BUILDING INSPECTION

Heartland will conduct a pre-demolition asbestos building inspection for the onsite facility building. The United States Environmental Protection Agency (USEPA) National Emission Standard for a Hazardous Air Pollutant (NESHAP): Asbestos (40 CFR 61, Subpart M) requires that operators of certain renovation/demolition projects give notification to the Indiana Department of Environmental Management (IDEM) prior to the commencement of site activities. This notification is required if friable asbestos containing materials (ACMs) or materials that could be made friable during demolition/renovation activities are present in the structure in certain quantities. These materials require removal prior to demolition/renovation activities if they may be disturbed. Friable ACMs are those materials that can be turned to dust by hand pressure and therefore would release asbestos fibers to the atmosphere.

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Generally, when ACMs are removed, it requires proper planning and oversight, followed by sampling to confirm proper removal (termed clearance of abatement). As such, IDEM requires that an asbestos building inspection be conducted prior to any renovation/demolition project by a licensed asbestos building inspector in the State of Indiana.

Heartland will conduct a thorough asbestos building inspection of the facility building. The scope of work for the inspection will include the following tasks:

- Determination of any suspect materials;
- Determination of homogeneous areas (materials of the same color, texture and estimated age);
- Determination of presumed ACMs;
- Assessment of condition of suspect materials;
- Description of suspect material locations;
- Review of previously conducted asbestos inspections/sampling results;
- Determination of sampling locations in relation to previously collected samples;
- Sampling of suspect materials per OSHA and USEPA NESHAPs; and,
- Compilation of an asbestos survey report.

Coordination of the inspection and sampling activities will be conducted with the present-day site owner. A full site asbestos inspection, including developing a sampling and analysis plan, collection of appropriate samples and developing final reports, will be completed as part of the proposed scope of work for each of the site buildings.

Asbestos samples obtained from the same homogeneous material will be analyzed in successive order to determine the presence of asbestos. Analysis will continue until either a positive result is determined, or all samples of the homogeneous material are exhausted, whichever occurs first (i.e., if the first sample analyzed is positive then the other homogenous samples will not be analyzed). It is anticipated that up to 100 samples will be collected for asbestos content. Final sampling numbers will be based on the results of the completed inspection and the identification of homogeneous materials. Homogeneous areas will include, but not be limited to, surfacing materials (i.e., plaster, textured paints, etc.), thermal systems insulation (TSI) pipe wrapping and fittings and miscellaneous materials.

Analysis will be performed by an accredited asbestos laboratory utilizing Polarized Light Microscopy (PLM) with visual determination of the percent asbestos. PLM analysis with point counting is not within the scope of work defined here and will only be performed at the request of the site owner. Point counting is sometimes used on ACMs that contain asbestos in low amounts (less than 5 % asbestos) to determine if the actual content falls below the regulated amount. Point counting will only be conducted if determined necessary after consultation with the Client. Note that contingency costs for point counting samples are included with this scope of work and budget memorandum.

Means necessary for gaining safe access to areas of infrequent traffic or difficult access (locked rooms, rooftops, ceilings, and mechanical areas) will need to be provided. Materials such as ladders, scaffolding or manlifts, lifeline and harness, or other protective gear required for safe access or entry may be brought on site.

After completion of these activities, a final asbestos building inspection report documenting our findings, conclusions and recommendations relative to asbestos will be provided. Quotes to properly abate encountered asbestos can be obtained from Heartland on behalf of the site owner as part of this project upon request.

All work completed by Heartland will be done in accordance with all federal, state and local safety and health regulations.

FEES

Estimated costs to complete the above summarized scope of services are provided in the table below.

Indiana Brownfields Program GRIT Building in Gary, Indiana Environmental Assessment Services Estimated Project Fees	
Asbestos Building Inspection	
Task	Cost
Field Inspection and Sampling Costs - Anticipated 32 hours of accredited inspector time at \$80/hr (two (2) inspectors for two (2) business days) plus 4 hours project management time at \$100/hr	\$2,960
Equipment and Expendable Supplies - Supplies for oversight and sampling, including travel expenses	\$237
Sampling Laboratory Analytical Costs - Anticipated costs for laboratory analysis (Estimated 100 bulk material plus contingency costs for point count analysis, if determined necessary) - Note unit rate schedule for laboratory analytical costs provided below	\$1,443
Reporting - Includes all reporting and administrative costs for preparation of final reports, including draftsman time	\$1,680
Asbestos Building Inspection	\$6,320
Additional Fee Schedule Documentation	
Unit Rate Schedule for Laboratory Costs for bulk asbestos and point count asbestos sampling services	Asbestos Bulk PLM: \$10.20 Asbestos Bulk Point Count: \$52.55

A digital copy of all final reports will be provided to the IFA 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.

TERMS AND 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 fifteen (15) business days to conduct field sampling activities for the asbestos building inspection. Final reports will be delivered no later than ten (10) business days after the completion of field sampling activities.

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 574-360-0961 or at nvijay@heartlandenv.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'N. Vijay', with a stylized flourish extending to the right.

Nivas R. Vijay, CHMM
Senior Project Manager / Principal

June 12, 2024

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

HEARTLAND

ENVIRONMENTAL ASSOCIATES INC.

**Re: Ground Penetrating Radar Survey Memorandum
GRIT Building
529 - 543 Washington Street in Gary, Indiana
Heartland CWAG Scope of Work #11B**

Dear Ms. Bebinger:

Heartland Environmental Associates, Inc. (Heartland) is pleased to submit this scope of work and budget memorandum to complete a ground penetrating radar (GPR) survey for the GRIT Building property located at 529 – 543 Washington Street in Gary, Indiana. This survey will be conducted for the purposes of evaluating for the presence and/or absence of an underground storage tank (UST), which may be present based on a review of historical site documentation.

The assessment area consists of one (1) parcel of land (Parcel ID #45-08-04-429-002.000-004) owned by the City of Gary Redevelopment Commission. The assessment area is improved with one (1) vacant two-story former commercial building which encompasses approximately 24,960-square feet and is situated on approximately 0.34-acres of land.

Note that this scope of service is being proposed to be conducted in concert with a planned pre-demolition asbestos building inspection (as outlined in Heartland’s Scope of Work and Budget Memorandum submitted on May 15, 2024) and will be conducted to assist the City of Gary and the Gary Redevelopment Commission in its pre-demolition project planning for this site.

GROUND PENETRATING RADAR SURVEY

Heartland will utilize a GPR at the site to survey and locate any suspected USTs or former UST excavation pits. Ground penetrating radar is a geophysical technique that uses electromagnetic waves for willow subsurface reconnaissance and exploration. An electromagnetic impulse in the form of ultra-high frequency radio waves are emitted into the ground by a transmitting antenna, and the resulting reflection of transfer of waves from contamination plumes, boundary layers or buried objects is detected by a receiving antenna. The presence of buried objects or significant changes in conductivity of the layers will cause the electromagnetic wave to be reflected. Together these images provide direct information concerning subsurface conditions. These images will then be transposed onto a final map, documenting the locations of any anomalies, including USTs, in a ground penetrating radar survey report.

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FEES

The proposed GPR survey activities will be conducted on a lump sum basis and can be completed for \$1,500. As stated above, work will be done in concert with the proposed pre-demolition asbestos building inspection.

A digital copy of all final reports will be provided to the IFA 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.

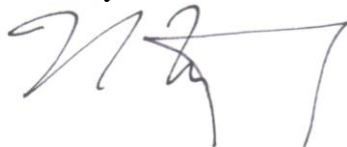
TERMS AND CONDITIONS

Heartland is prepared to initiate this scope of work immediately upon receipt of your written authorization to proceed. The final GPR survey report will be provided within 5 business days from the completion of the onsite survey.

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 574-360-0961 or at nvijay@heartlandenv.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'N. Vijay', with a stylized flourish extending to the right.

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 ___ 529 Washington St. , _____ Gary , Indiana (“Site”), Brownfield Site Identification Number _45-08-07-429-002.000-004. 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 HARVESS
Site Owner Name (Printed)

Date _____

04/09/2024
Date

Site Owner's Telephone Number: 219-806-5777

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

4/25/24
Date

Accepted by the Indiana Brownfields Program by:

Lori Bebinger Lori Bebinger
Project Manager
Indiana Brownfields Program

4/11/2024
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