



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@ifc.in.gov

June 26, 2024

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

Re: Cost Proposal for Environmental Assessment
Old Studebaker Museum
520 South Lafayette Boulevard and 316 South Main
Street
South Bend, St. Joseph County, Indiana
Brownfield Site #4230704
Heartland – 128(a) BIL/IIJA Project Amendment #2

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 Old Studebaker Museum (Site) in South Bend, Indiana. 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:** Complete and/or update a Quality Assurance Project Plan (QAPP) and submit for United States Environmental Protection Agency (US EPA) and Program approval (if necessary)
- Task B:** Complete a Site-specific Health and Safety Plan (HASP) and a Sampling and Analysis Plan (SAP) and submit for US EPA and Program approval
- Task C:** Conduct soil investigation activities
- Task D:** Conduct test pitting in locations where anomalies were encountered
- Task E:** 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 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:

- June 26, 2024: Project Amendment transmitted to consultant
- June 28, 2024: Signed Project Amendment and Site Access Agreement received by the Program
- July 8, 2024: QAPP or QAPP update completed and submitted to the Program and US EPA (if necessary)
- July 8, 2024: SAP and HASP completed and submitted to the Program and US EPA
- August 1, 2024: Soil investigation and test pitting activities initiated
- September 1, 2024: Site Investigation Report submitted to the Program
- September 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. 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: QAPP, SAP and HASP
- Category II: Assessment Activities
- Category III: 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 Heartland.

PROJECT AMENDMENT #2

Description of Services: Environmental Assessment

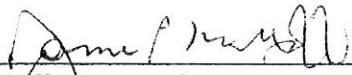
Project Name: Old Studebaker Museum
520 South Lafayette Boulevard and 316 South Main Street
South Bend, St. Joseph County, Indiana
Brownfield Site #4230704

Proposed Budget: \$22,671.00

Heartland will perform the Scope of Work described above and in Attachment A for a total project cost of \$22,671.00. 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 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 of 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

Nivas Vijay, Principal

Print Name & Title

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

June 12, 2024

Ms. Tracey Michael
Project Manager
Indiana Finance Authority
100 North Senate Avenue
Suite 1275
Indianapolis, Indiana 46204
Electronic Mail: TMichael@ifa.in.gov



**Re: Delineation Soil Boring and Test Pitting Scope of Work & Budget Proposal
Former Studebaker Museum Property
520 South Lafayette Boulevard and 316 South Main Street
South Bend, St. Joseph County, Indiana
Indiana Brownfields Program Site #4230704
Heartland Proposal #P2024-06-102**

Dear Ms. Michael:

Heartland Environmental Associates, Inc. (Heartland) is pleased to provide the Indiana Finance Authority (IFA) with this proposal to provide delineation soil boring and test pitting services for the above referenced property located in South Bend, St. Joseph County, Indiana.

The site is located at 520 South Lafayette Boulevard and 316 South Main Street, at the southwestern corner of the intersection of West Monroe Street and South Lafayette Boulevard, in South Bend, Indiana. The site consists of two (2) parcels of land (Parcel ID #'s 71-08-12-305-001.000-026 & 71-08-12-305-009.000-026) which encompasses a combined area of approximately 2.85-acres. The site currently consists of landscaped areas and an asphalt paved parking lot with no superstructure improvements.

Heartland understands that the site has been subject to environmental assessment and remedial action activities. Remedial action activities included the decommissioning and removal of one (1) 1,500-gallon underground storage tank (UST) in January 2007, which was identified during historical onsite building demolition activities. Petroleum hydrocarbon impacts were encountered during UST closure activities, and subsequent investigative activities delineated the nature and extent of these petroleum hydrocarbon impacts in both soil and groundwater. No Further Action (NFA) determination, which included the implementation of an Environmental Restrictive Covenant (ERC), was issued by the Indiana Department of Environmental Management (IDEM) on October 25, 2016 (for the issued Leaking Underground Storage Tank (LUST) Incident #200702503). Note that the ERC restricted groundwater usage on the site.

In May 2023, the eastern and western portions of the site were subject to additional environmental assessment activities. The results of this investigation revealed the presence of polynuclear aromatic hydrocarbon (PAH) and lead impacts in soil that exceeded IDEM Risk-based Closure Guide (R2) Published Levels (PLs). Further, impacts of select volatile organic compounds (VOCs) were encountered in both groundwater and soil-gas that exceeded their respective IDEM R2 PLs.

"Your dependable partner for environmental compliance"

Additional investigative activities completed in December 2023 identified the presence of lead concentrations in soil that exceeded both the IDEM R2 Residential Soil PL and the United States Environmental Protection Agency (USEPA) hazardous waste threshold (as determined through toxic characteristic leaching procedure [TCLP] sampling and analysis).

Additional delineation efforts completed in February 2024 further identified lead concentrations in soil that exceeded IDEM R2 Residential Soil PLs and the USEPA hazardous waste threshold. To date, the full nature and extent of soil impacts, particularly lead impacts in shallow soil, has not been defined.

In addition to these efforts, in March 2024 a ground penetrating radar survey was completed onsite. The results of this survey indicated the presence of two (2) anomalies that were consistent with that of a UST. One (1) of the anomalies was located near the northeastern property boundary and the second was located on the northwestern portion of the site.

The site is currently being prepared for redevelopment, with the anticipated future reuse being for residential purposes. In order to prepare the site for redevelopment, the presence and/or absence of USTs at these locations needs to be verified. Further, the full nature and extent of lead impacts that exceed IDEM R2 Residential Soil PLs needs to be defined in preparation for potential remedial action.

The scope of services proposed to be completed as part of these activities includes the advancement of soil borings for the purpose of delineating lead impacted areas and further to conduct test pitting at the locations of the previously defined subsurface anomalies to verify the presence and/or absence of USTs at these locations.

Note that site activities are proposed to be conducted utilizing United States Environmental Protection Agency (USEPA) 128(a) Bipartisan Infrastructure Law (BIL) funds; therefore, proposed site activities also include budget for the preparation of USEPA programmatic documents (i.e., a site-specific Quality Assurance Project Plan [QAPP] and site-specific Sampling and Analysis Plan [SAP]).

DELINEATION SOIL BORING SAMPLING SCOPE OF WORK

Heartland proposes to advance a maximum of ten (10) soil borings over the course of one-day at the site. Soil borings will be advanced from “step-out” locations of previous soil borings where lead concentrations were encountered that exceeded IDEM R2 PLs. Prior to the onset of site activities and as part of the development of the site-specific SAP, Heartland will perform a detailed review of the historically completed investigations and develop a site map depicting locations where lead concentrations were encountered that exceeded IDEM R2 PLs, and outline the proposed soil boring locations based on this review.

Soil borings will be advanced to a maximum depth of 15-feet below ground surface (bgs). As stated above, a site map depicting the location of the proposed soil borings will be included in the prepared SAP.

Prior to investigation activities, Heartland will contact the appropriate utility companies to locate and mark underground utility conduits/lines. Heartland will prepare an applicable health and safety-plan (HASp) under the Occupational Health & Safety Administration (OSHA) 29 CFR

1910.120 for the site, which will be adhered to during site activities. Furthermore, for purposes of this project, a private underground utility contractor will be subcontracted to further mark and clear the proposed boring locations.

The soil borings will be advanced using a direct push technology rig. During soil boring installation, soils will be continuously sampled in 2-foot intervals to the base of each boring. Each soil interval will be screened for total photo-ionizable vapors (TPVs) using a pre-calibrated photo-ionization detector equipped with a 10.2 eV lamp. Additionally, each soil interval will be inspected for indications of potential impacts, such as staining, hydrocarbon or solvent odors, and elevated soil gas readings. Observations and soil screening results will be recorded on Heartland boring logs.

Two (2) soil samples will be collected from each soil boring for laboratory analysis. The soil samples will be collected from the initial encountered subsurface soil interval and from the base of each boring. Soil samples will be collected for laboratory analysis of lead using USEPA SW-846 Method 6010B. Laboratory quality assurance / quality control (QA/QC) samples will be collected as part of sampling activities, in accordance with Indiana Department of Environmental Management (IDEM) guidance.

Note that as part of the soil logging process, soils will be field screened onsite with an x-ray fluorescence (XRF) meter to gauge lead concentrations. The results of the XRF screening will be documented in the prepared soil borings and will be further utilized to determine the appropriate soil intervals to be submitted for laboratory analysis.

In addition to lead analysis, each of the soil samples collected will be submitted for laboratory analysis of perfluorooctanoic acid (PFOA) and perfluorooctane sulfonate (PFOS) via isotope dilutions laboratory methods.

Note that groundwater is not anticipated to be encountered to the depth investigated as part of these proposed scope of services. Groundwater sampling is not proposed to be completed as part of this investigation.

Soil samples will be collected in laboratory prepared sample containers and stored in a secured iced cooler (at $<6^{\circ}\text{C}$). Samples will be delivered to Pace Analytical Services, LLC (Pace) in Indianapolis, Indiana for laboratory analysis under Heartland chain-of-custody (COC) protocol. After collection of the soil samples, the boreholes will be completed with hydrated bentonite chips and finished to match the existing grade conditions.

Once the laboratory data of the soil samples has been received, Heartland will prepare a Delineation Soil Boring Investigation report for the site. The report will include field observations from the site sampling activities, site plans illustrating sample locations, laboratory analytical results, comparison of the project data to IDEM Risk-based Closure Guide (R2) Published Levels, conclusions and recommendations, if needed. Digital copies of the report in PDF format will be provided.

Note that a second report documenting the findings of the PFOA and PFOS soil sampling will be provided in letter format for review.

TEST PITTING SCOPE OF WORK

In addition to the proposed soil borings, Heartland will provide oversight for the test pitting of the two (2) locations where anomalies were encountered to verify the presence and/or absence of UST(s) at these locations. To this effect, an appropriately sized mini-excavator will be mobilized to conduct a small sized test pit / trench at these locations. Care will be taken to minimize site disturbance and the overall size of the pit / trench. A combination of the mini-excavator and probing rods will be used to evaluate whether USTs are present or not.

All soils generated as part of the test pitting will be staged in 55-gallon drums and subject to proper characterization and offsite disposal. Crushed gravel / stone will be mobilized to backfill the test pits to match grade. Note that proper compaction and compaction testing will not be conducted as it is anticipated that the site will be subject to redevelopment; however, care will be taken to place stone in a proper manner and to properly roll and compact the material to the extent possible so as to minimize the potential for subsidence.

The results of the test pitting will be documented via photographs and outlined in a test pitting completion report, to be submitted after the completion of the activities.

COST SUMMARY

The total estimated costs for the scope of services requested are **\$22,671**. A cost breakdown for each task involved in this project is provided below.

Table 1	
Former Studebaker Museum Parcels in South Bend, Indiana	
Delineation Soil Boring and Test Pitting	
Estimated Project Costs	
Delineation Soil Borings	
Task	Cost
Project Management and Field Oversight <ul style="list-style-type: none"> - Includes for eight (8) hours of Project Manager at \$100/hr for project coordination, QAPP and SAP / HASP Development - Includes ten (10) hours of Project Geologist at \$75/hr for field sampling oversight 	\$1,550
Equipment and Supplies <ul style="list-style-type: none"> - Includes XRF 	\$698
Private Utility Locate Contractor	\$1,210
Drilling Subcontractor	\$2,600
Laboratory Analytical Costs <ul style="list-style-type: none"> - Includes for twenty (20) soil samples, including laboratory QA/QC samples, for analysis of lead only - Includes for twenty (20) soil samples, 	\$9,148

including laboratory QA/QC samples, for analysis of PFOS and PFOA	
Report Preparation - Includes for ten (10) hours of Project Manager at \$100/hr and four (4) hours of Draftsman at \$55/hr plus two (2) hours of Admin at \$40/hr	\$1,300
Delineation Soil Borings Subtotal	\$16,506
Test Pitting	
Task	Cost
Field Oversight - Includes for eight (8) hours of Project Manager at \$100/hr for field oversight of test pitting and project coordination	\$800
Test Pitting Subcontractor	\$2,200
Waste Disposal - Budgets for the disposal of up to three (3) 55-gallon drums of lead impacted soil, generated from test pitting - Includes waste characterization sampling of drums	\$2,255
Report Preparation - Includes for eight (8) hours of Project Manager at \$100/hr and two (2) hours of Draftsman at \$55/hr	\$910
Test Pitting Subtotal	\$6,165
Project Total	\$22,671

It is emphasized that this cost estimate 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. Care will be taken to conduct this project in as timely and as economic a manner as possible.

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 in an expedited manner to complete the above referenced scope of services. All final reports will be delivered to the IBP and all appropriate stakeholders within 15 days from the completion of field sampling and test pitting activities.

Heartland will work closely with IBP staff to ensure that all costs incurred as part of procured consulting services are the most cost efficient and will work with IBP staff to minimize, where possible, incurred environmental consulting costs related to site specific project work.

As stated above, all site activities completed will comply with USEPA *Principles for Greener*

Cleanups and in accordance with the ASTM E2893-13 Standard Guide for Greener Cleanups.

REPORTING

All work completed by Heartland will be done in accordance with all federal, state and local safety and health regulations. Digital final reports will be provided to the IBP and the site owner.

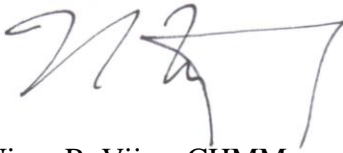
Please note, digital submittals of documents, in accordance with IDEM branch report submittal policies, will also be adhered to in order to properly submit appropriate reports for review.

INVOICING

Heartland will provide the IBP with one (1) invoice upon completion of the test pitting and one (1) invoice after the completion of the site sampling and reporting activities. Heartland will work closely with the IBP to ensure a streamlined invoicing system is adhered to.

If you have any questions, 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 large, sweeping flourish extending to the right.

Nivas R. Vijay, CHMM
Senior Project Manager / Principal

Former Studebaker Museum, South Bend, St. Joseph County	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					\$ -										\$ -
II. Category - Phase II Site Assessment (Field Phase)					\$ 19,661.00										\$ -
A. Staff Hours (list hours for each staff separately for this Category)				\$ 1,550.00											\$ 1,550.00
Project Manager (Test Pitting)	8	hr	\$ 100.00												
Project Geologist (Sampling)	10	hr	\$ 75.00												
			\$ -												
			\$ -												
			\$ -												
B. Materials and Equipment (list each separately for this Category)				\$ 698.00											\$ 698.00
Equipment / Supplies (Sampling)	1		\$ 698.00												
			\$ -												
			\$ -												
			\$ -												
			\$ -												
			\$ -												
			\$ -												
C. Travel (reimbursed at state rates)				\$ -											\$ -
Mileage		mi	\$ 0.46												
Hotel		night	\$ -												
D. Subcontractors (list all subcontractors separately for this Category)				\$ 17,413.00											\$ 17,413.00
Private Utility Locate	1		\$ 1,210.00												
Drilling Subcontractor	1		\$ 2,600.00												
Laboratory Subcontractor	1		\$ 9,148.00												
Test Pitting Subcontractor	1		\$ 2,200.00												
Waste Disposal	1		\$ 2,255.00												
			\$ -												
III. Category - Remediation, UST/AST/Hydraulic Lift Removal (Field Phase)					\$ -										\$ -
A. Staff Hours (list hours for each staff separately for this Category)				\$ -											\$ -
		hr	\$ -												
			\$ -												
			\$ -												
			\$ -												
			\$ -												
			\$ -												
B. Materials and Equipment (list each separately for this Category)				\$ -											\$ -
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			\$ -												
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C. Travel (reimbursed at state rates)				\$ -											\$ -
Mileage		mi	\$ 0.46												
Hotel		night	\$ -												
D. Subcontractors (list all subcontractors separately for this Category)				\$ -											\$ -
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Former Studebaker Museum, South Bend, St. Joseph County	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
IV. Category - Monitoring Well Install/Quarterly Monitoring (Field Phase)					\$ -										\$ -
A. Staff Hours (list hours for each staff separately for this Category)				\$ -											\$ -
		hr	\$ -												
		hr	\$ -												
		hr	\$ -												
		hr	\$ -												
			\$ -												
B. Materials and Equipment (list each separately for this Category)				\$ -											\$ -
			\$ -												
			\$ -												
			\$ -												
			\$ -												
			\$ -												
			\$ -												
C. Travel (reimbursed at state rates)				\$ -											\$ -
Mileage		mi	\$ 0.46												
Hotel		night	\$ -												
D. Subcontractors (list all subcontractors separately for this Category)				\$ -											\$ -
			\$ -												
			\$ -												
V. Category - Other					\$ -										\$ -
A. Asbestos and Lead Paint Surveys				\$ -											\$ -
B. Property Acquisition				\$ -											\$ -
C. Demolition				\$ -											\$ -
D. Bond Counsel				\$ -											\$ -
E. Professional Services (Maximum 5% of loan amount)				\$ -											\$ -
VI. Category - Reporting					\$ 3,010.00										
A. Health and Safety Plan				\$ 400.00											\$ 400.00
B. Sampling and Analysis Plan				\$ 400.00											\$ 400.00
C. QAPP				\$ -											\$ -
D. FSI Report				\$ 1,300.00											\$ 1,300.00
E. Remediation Work Plan/Corrective Action Plan				\$ -											\$ -
F. Test Pitting Report				\$ 910.00											\$ 910.00
G. Remediation Completion Report				\$ -											\$ -
H. Groundwater Monitoring Report (#2)				\$ -											\$ -
TOTAL					\$ 22,671.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,671.00
Change Order #1					\$ -										\$ -
Change Order #2					\$ -										\$ -
Change Order #3					\$ -										\$ -
Change Order #4					\$ -										\$ -
Change Order #5					\$ -										\$ -
Revised TOTAL					\$ 22,671.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,671.00
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 Diamond View Apartment, LP ("Owner"), the Indiana Brownfields Program ("Program"), and Heartland Environmental Associates ("Consultant") regarding the Owner's property located at 316 South Main Street in South Bend, Indiana ("Site"), Site Identification Number 4230704. This access is given in connection with site activities to be conducted primarily with 128(a) and 128(a) BIL 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.

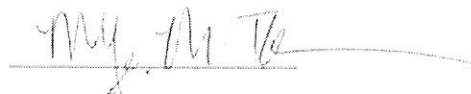
7. Authorized Parties shall enter upon the Site at their own risk, and Owner shall not be held responsible or liable for injury, damage, or loss incurred by any Authorized Party arising out of or in connection with activities under this Agreement, except to the extent that any injury is caused due to 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.



Site Owner
Ronda Shrewsbury, Diamondview Apartments, LP

6/7/24
Date

Site Owner's Telephone Number: 317-815-5929
Site Owner's Mailing Address (if other than Site address):



Witness
Meghann M. Thannikkunnath

6-7-2024
Date

8250 Dean Rd
Indianapolis, IN 46240

For the benefit of Heartland Environmental Associates:



6/28/24
Date

Accepted by the Indiana Brownfields Program by:



Tracey Michael, LPG
Indiana Brownfields Program

6-7-24
Date

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

This Site Access Agreement (“Agreement”) is made by and between the City of South Bend (“Owner”), the Indiana Brownfields Program (“Program”), and Heartland Environmental Associates (“Consultant”) regarding the Owner’s property located at 520 South Lafayette Boulevard in South Bend, Indiana (“Site”), Site Identification Number 4230704. This access is given in connection with site activities to be conducted primarily with 128(a) BIL 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.



City of South Bend
Site Owner



Witness

6/10/24

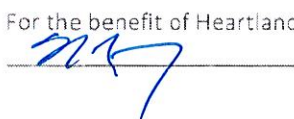
Date

6/10/24

Date

Site Owner's Telephone Number: 574-245-6050
Site Owner's Mailing Address (if other than Site address):


227 W. Jefferson
South Bend, IN 46601

For the benefit of Heartland Environmental Associates:


4/28/24

Date

Accepted by the Indiana Brownfields Program by:



Tracey Michael, LPG
Indiana Brownfields Program

6-10-24

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