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. Bradley E. Gentry
Vice President/Brownfield Coordinator
IWM Consulting Group, LLC
7428 Rockville Road
Indianapolis, Indiana 46214

Re: Environmental Assessment, UST Removal, and Remediation
Former Hagler Auto Repair
1503-1509 Hurd Street
Fort Wayne, Allen County, Indiana
Brownfield Site #4070476
IWM – POSI Project Amendment #9

Dear Brad:

The Indiana Brownfields Program (Program) is in receipt of IWM Consulting Group, LLC's (IWM) proposal (*see* Attachment A) submitted in response to the Program's request for a cost estimate for the completion of environmental assessment, UST removal, and remediation activities at the Former Hagler Auto Repair property in Fort Wayne, 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, IWM will perform the following tasks:

Task A: Conduct a geophysical survey
Task B: Complete a Site-specific Remediation Work Plan (RWP), Health & Safety Plan (HASP), and Sampling and Analysis Plan (SAP)
Task C: Conduct Phase II Subsurface Investigation Activities
Task D: Conduct UST Removal and Remediation Activities
Task E: Conduct Soil Gas and/or Vapor Sampling Activities (if required)
Task F: Conduct Quarterly Groundwater Monitoring Events (if required)
Task G: Complete and Submit All Necessary Reports

Site Access

IWM 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: HASP, SAP, and results of geophysical survey submitted to the Program
- July 15, 2024: Subsurface investigation activities initiated
- August 22, 2024: Subsurface Investigation Report submitted to the Program
- October 7, 2024: RWP due
- November 21, 2024: UST removal and remediation field work initiated
- January 31, 2025: UST Closure Report (or Completion Report) submitted to the Program
- March 3, 2025: Quarterly groundwater monitoring initiated (if required)
- March 3, 2027: Final quarterly report and 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. IWM 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 IWM's signed acknowledgment on the Project Amendment, invoicing can begin according to the following proposed payment schedule:

- Category I: Remediation Work Plan/HASP/SAP
- Category II: Subsurface Investigation, UST Removal & Remediation Activities
- Category III: Groundwater Monitoring and Soil Gas/Vapor Sampling
- Category IV: Reporting

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 *Financial Assistance Disbursement Guidelines – State Funding* (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 IWM.

PROJECT AMENDMENT #9

Description of Services: Environmental Assessment, UST Removal, and Remediation

Project Name: Former Hagler Auto Repair
1503-1509 Hurd Street
Fort Wayne, Allen County, Indiana
Brownfield Site #4070476

Proposed Budget: $152,913

IWM will perform the Scope of Work described above and in Attachment A for a total project cost of $152,913. 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 IWM'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: IWM Consulting Group, LLC

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

Signature

Christopher D. Parks, Technical Mgr
Print Name & Title

06/28/2024
Date

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

1015 Production Road Fort Wayne, IN 46808 | 260.497.9620 office | 260.471.7071 fax

June 4, 2024

Lori Bebinger
Indiana Brownfields Program
100 North Senate Avenue, Room 1275
Indianapolis, Indiana 46204

Re: Proposal for Environmental Assessment and Remediation Services
Former Hagler Auto Repair
1503 – 1509 Hurd Street
Fort Wayne, Allen County, Indiana
Brownfield Site ID No. 4070476

Dear Ms. Bebinger:

In response to the Indiana Finance Authority (IFA) Request for Proposal (RFP) dated May 21, 2024, Industrial Waste Management Consulting Group, LLC (IWM Consulting) has reviewed the RFP for the above referenced Site and the available files relating to the current site conditions. The following sections detail the proposed scope of work (SOW) and include a summary of the report deliverables while identifying the timelines associated with completing the proposed SOW.

The proposed work and deliverables satisfy the SOW outlined in the RFP. IWM Consulting understands the Site exists within a residential area in Fort Wayne and the goal of the project is to complete environmental assessment and remediation activities on the subject property (Site) for its intended commercial use and to achieve a No Further Action (NFA) designation. Consequently, the soil, groundwater, and soil vapor/conduit vapor samples will be compared to the applicable Indiana Department of Environmental Management (IDEM) Risk-based Closure Guide (R2) Published Levels (PL). As stated in the IFA RFP:

> *The Site is approximately 0.43-acre and is comprised of four parcels 02-12-12-430-009.000-074 (addressed 1503), 02-12-12-430-010.000-074 (addressed 1505), 02-12-12-430-011.000-074 (addressed 1507), and 02-12-12-430-012.000-074 (addressed 1509). The Site is currently vacant, wooded and grass covered property with planned residential redevelopment. From at least 1977 to 2007 the Site operated as former Hagler Auto Repair facility. Charlie and Sarah Hagler conveyed the property to City of Fort Wayne in February 2008. No documentation is available regarding tanks or lifts; however, the historical auto repair operations were listed as a recognized environmental condition in a November 2008 Phase I Environmental Site Assessment (ESA), (Document #83626071).*

The November 2008 Phase I ESA identified no recognized environmental conditions (RECs) associated with the site. However, the Phase I ESA did identify two (2) potential concerns associated with the site, as follows:

1) The site address, 1503 Hurd Street, is registered on the State of Indiana Brownfield list as Hurd Gas Station. Historical city directories indicate an auto repair facility operated at the same address from at least 1977 to 2007. Petroleum contamination is a potential concern.

2) Two metal burn barrels were observed near the northeast site corner, with clothes, toys, and miscellaneous household items piled in and around the barrels. Products of incomplete combustion are a potential concern.

The IFA RFP indicates active remediation consisting of the removal of the potential onsite UST system; excavation of up to 1,500 tons of petroleum impacted soils; placement of 1,000 pounds of an oxygen release compound (ORC); subsequent subsurface investigation (soil, groundwater, and vapor/conduit vapor); and, monitoring activities are to be completed at the Site. Based upon the IFA RFP, the soil borings and monitoring wells are anticipated to be installed to approximate depths of up to 20 feet below ground surface (BGS).

Based upon the IFA RFP and correspondence with the IFA project manager, IWM Consulting proposes to utilize the analytical requirements for gasoline and/or diesel for soil and groundwater samples and volatile organic compounds (VOCs) for soil vapor, conduit vapor, and conduit vapor samples. The analytical suites were identified using the IDEM R2 Table 2-A "Chemicals Often Associated with Various Facilities and Releases" and the corresponding UST Closure Assessment Guidelines, Remediation Program Guide (RPG), and as listed by the IFA project manager in a June 3, 2024 email. Consequently, the following Site-specific analytical suites will be utilized during the course of this project for the corresponding samples:

UST Removal Compliance, Excavation, Subsurface Investigation, & Quarterly Monitoring Samples

- VOCs using SW-846 Method 8260 (soil and groundwater)
- VOCs using SW-846 Method TO-15 (soil gas/conduit vapor)
- Polyaromatic hydrocarbons (PAHs) using SW-846 Method 8270 SIM (soil and groundwater)
- Total lead using SW-846 Method 6010 (soil and groundwater)
- Dissolved lead using SW-846 Method 6010 (groundwater only)
- Percent moisture (soil only)

I. SCOPE OF WORK

A. Initial Assessment – Geophysical Survey

A geophysical survey of the Site will be completed prior to remediation or investigation activities. The geophysical survey will consist of a scan of the Site utilizing ground penetrating radar (GPR). Findings of the geophysical survey will be documented in a report that will identify any anomalies found along with an opinion of the existence/non-existence of potential underground storage tanks (USTs). IWM Consulting anticipates the results of the geophysical survey will be submitted by **July 8, 2024.**

B. Work Plan / Health and Safety Plan

IWM Consulting will prepare and submit a Sampling and Analysis Plan (SAP) and a Site-specific Health & Safety Plan (HASP) to the IBP Project Manager (PM) prior to initiating onsite subsurface investigation or remediation work activities. Task specific Standard Operating Procedures (SOPs) and Job Safety Analysis (JSAs) are included as part of the HASP, as well as pertinent information relating to potential chemicals of concern (COCs), onsite hazards, and emergency contact information (telephone numbers and directions to the nearest hospital). The HASP will be located onsite during all field activities and will be reviewed by the onsite personnel and subcontractors prior to initiating the field work.

The Work Plan will include a summary of the historical site investigations, identify potential COCs present at the Site, identify the proposed sampling locations, explain the rationale for laboratory sample selection, and provide a summary of the corresponding soil and groundwater analytical methods to be utilized during the assessment/remediation project. A summary of the number of each type of sample will be included and a discussion will be provided regarding the appropriate number of duplicates and matrix spike/matrix spike duplicates (MS/MSD). The document will also describe the proposed corrective action activities, including the proposed UST removals, soil excavation, and ORC application.

After the HASP and SAP have been approved by the IBP PM, IWM Consulting will schedule the field work and provide the IBP PM with proper notification (minimum of 1-week notice) relating to the proposed work schedule. IWM Consulting anticipates that the HASP and Work Plan will be submitted to the IBP on, or prior to, **March 20, 2023**.

C. Subsurface Investigation

Per the IFA RFP, a subsurface investigation will be completed prior to remediation activities (UST removal) in order to characterize the nature and extent of onsite subsurface contamination. The following information summarizes the proposed subsurface investigation activities, including soil boring/monitoring well installations, and compliance groundwater and vapor/indoor air monitoring activities.

- Prior to initiation of the subsurface investigation, a Sampling and Analysis Plan (SAP) and Scope of Work (SOW) will be prepared and submitted to the IBP PM for review and approval All onsite underground utilities will be located and marked via IUPPS. IWM Consulting anticipates that the SAP will be submitted to the IBP on, or prior to, **July 8, 2024**.
- Install up to five (5) soil borings and temporary wells for the collection of one-time soil and groundwater samples from each boring location. The soil borings will be installed utilizing direct push drilling technology, continuously sampled for every 2-foot interval. The borings will be advanced to a maximum anticipated depth of 20 feet below the ground surface (ft-bgs) at the site.
- Obtain up to two (2) soil samples and one (1) groundwater sample from each boring and analyze each sample per the Site-specific analytical suite, consisting of VOCs, PAHs, and total/dissolved lead. Soil samples for VOC analysis will be obtained in general accordance with EPA Sampling Method 5035M.
- Collect one (1) duplicate and one (1) matrix spike/matrix spike duplicate (MS/MSD) soil and groundwater sample will be obtained during the sampling activities at a rate of one (1) sample per every twenty (20) confirmatory soil and groundwater samples for each analytical suite. One (1) trip blank will also be submitted for VOC analysis.
- Compare the soil sample analytical results to IDEM R2 Excavation Soil Published Levels (XSPLs) and Commercial Soil Published Levels (CSPLs), as applicable. The groundwater analytical results will be compared to IDEM R2 Groundwater Published Levels (GWPLs).
- Summarize the results of the subsurface investigation in a Phase II, or equivalent, report. Per the RFP, tabulated analytical results and maps will be submitted to the IBP PM prior to finalizing the report. IWM Consulting anticipates the subsurface investigation will be completed and the Phase II report submitted to the IBP on, or prior to, **August 22, 2024.**

D. Remediation (UST Removal & Over-Excavation)

Based upon the IFA RFP and available Site history the presence of an UST is unknown, for the purposes of this RFP IWM Consulting has assumed the presence of **one (1) 1,000-gallon** capacity UST. It is assumed that product piping is also present onsite. Per the RFP, the removal of the UST and source removal activities (**up to 1,000 tons of soil**) via excavation activities may need to occur in order to obtain an NFA designation. Groundwater remediation through the use of approximately **1,500-lbs** of an oxygen releasing compounds (ORC) is also included as part of the Site remediation activities, with the expectation that the groundwater underlying the Site has been adversely impacted. However, the exact amount of soil to be removed and the amount of ORC to be applied will be dependent on the results of observations made in the field during excavation activities. Additional USTs and/or liquid present in the USTs would be considered through a change order. IWM Consulting anticipates completing the following activities as part of the remediation phase of the project:

- A Remediation Work Plan (RWP) will be prepared and submitted for approval prior to commencing any remediation activities. The work plan will include a summary of the historical site investigations, identify potential COCs present at the Site, identify the proposed sampling locations, sources of backfill granular material and stone, explain the rationale for laboratory sample selection, and provide a summary of the corresponding soil and groundwater analytical methods to be utilized during the remediation project. A summary of the total number of each type of sample will be included and a discussion will be provided regarding the appropriate number of duplicates and MS/MSDs. The document will also describe the proposed corrective action activities, including the proposed UST removals, soil excavation, and ORC application. IWM Consulting anticipates that the work plan will be submitted to the IBP on, or prior to, **October 7, 2024**
- Prior to initiating the Site inspection activities, IWM Consulting will contact the Indiana Underground Plant Protective Services (IUPPS) to request a utility locate for all public utilities located at, and immediately surrounding, the Site.
- IWM Consulting will collect a waste characterization soil sample prior to or upon initiation of the UST removal activities and submit it for laboratory analysis per the requirements of the selected landfill. One (1) soil sample will be submitted for analysis of Toxicity Characteristic Leaching Procedure (TCLP) VOCs, metals, VOCs, and total phenols.
- IWM Consulting will supervise the removal of the UST(s) and any product piping at the Site for disposal. If petroleum liquid/sludge is present within the UST(s) it will be considered under a change order will be removed and disposed of accordingly. The UST(s) will be emptied, purged, and cleaned by a certified contractor prior to removal and disposal.
- IWM Consulting will also supervise the excavation of petroleum-impacted soils (**up to 1,000 tons)** from areas of the Site detailed in the RWP for transport and disposal at the closest approved landfill approximately less than 7 miles from the Site (Republic Services National Serv-all Landfill in Fort Wayne, Indiana).
- Per the IFA RFP, temporary chain link fencing will be used to secure the excavation area and ensure safety.
- Per the RFP, it is likely the original UST cavity and any pipe runs will be excavated as a part of the remediation activities. Based upon previous discussions and correspondence between IBP and the IDEM Petroleum Branch, compliance soil samples in accordance with IDEM UST Closure Site Assessment Guidelines, as updated June 21, 2012, are not required for Brownfields remediation projects where the original UST system is excavated. IWM Consulting has assumed compliance soil samples will be satisfied by obtaining confirmatory soil samples at the

conclusion of excavation activities. Photos will be taken during UST removal, excavation, and backfilling activities.

- For estimating purposes, IWM Consulting has assumed there is one general UST area, with the one (1) tank and associated piping being located relatively near or adjacent to each other.
- Confirmatory soil samples will be collected at the conclusion of excavation activities from the assumed gasoline/diesel UST excavation at a rate of approximately one (1) sample per every 20 linear feet along the sidewalls and one (1) sample for every 400 square feet along the base of the excavation. The confirmatory soil samples will be analyzed per the Site-specific analytical suite and the VOC samples will be collected in general accordance with EPA Sampling Method 5035M. For estimating purposes, IWM Consulting has assumed that a total of eight (8) confirmation sidewall samples and five (5) confirmation base samples will be collected for laboratory analysis from the UST excavation.
- One (1) confirmatory groundwater sample (if encountered) will be obtained from the UST excavation area and analyzed per the Site-specific analytical suite.
- One (1) duplicate soil sample and one (1) MS/MSD soil sample will also be obtained during the soil sampling activities at a rate of one (1) sample per every twenty (20) confirmatory soil samples for each analytical suite. One (1) trip blank will also be submitted for VOC analysis.
- The excavation area will be backfilled with virgin granular fill material sourced from a clean commercial source (Stone Street Quarry in Hoagland, Indiana approximately 9 miles from the Site), compacted to the extent possible with the excavation equipment, and brought to grade with approximately 4 inches of crushed stone (Stone Street Quarry in Hoagland, Indiana).
- The soil sample analytical results will be published will be compared to IDEM R2 XSPLs and CSPLs, as applicable. The groundwater analytical results will be compared to IDEM R2 GWPLs.
- Utilization of an ORC compound at the Site in order to remediate residual dissolved petroleum hydrocarbons may be necessary. For estimating purposes, the costs for EOS Remediation's EOx (Calcium Peroxide) have been used for the preparation of this proposal. EOx is a lower cost product which is similar to the more typical ORC compounds and has a similar release time of approximately 9 to 12 months. Depending on the results of the source removal activities, representatives from IWM Consulting and the IBP PM will determine if the EOx material will be applied at the base of the excavation area or injected into the subsurface through individual injection points. If it is determined that the ORC can be applied to the base of the excavations, IWM Consulting will apply the EOx during this phase of the project. If the EOx needs to be applied through individual injection points, the EOx will be injected during the next phase (Groundwater Monitoring) of this project. However, per the IFA RFP, for estimating purposes, IWM Consulting has assumed that the EOx will be injected through individual points.
- Preparation of an UST Closure Report, including photographs and a summary of the soil excavation/remediation activities, in accordance with the IDEM UST Closure Assessment Guidelines, Remediation Program Guide (RPG). IWM Consulting anticipates that the remediation activities will be initiated no later than **November 21, 2024** and the UST Closure Report will be submitted to the IBP no later than **January 31, 2025**.

E. Groundwater Monitoring and Vapor Sampling Assessment (if required)

Post subsurface investigation and remediation activities, IWM Consulting will evaluate the analytical data obtained to date and make a recommendation to the IBP PM regarding the need, number, and location of Site-specific groundwater monitoring wells and vapor sampling points. Per the RFP, it is assumed that the following tasks will be completed as part of the monitoring phase of the project (if necessary):

Groundwater

- Install up to five (5), 2-inch diameter, schedule 40 flush-threaded polyvinyl chloride (PVC) monitoring wells at the Site in order to monitor the groundwater conditions on a long-term basis (8 calendar quarters). The monitoring wells will be installed and developed by an Indiana licensed well driller. Soil cuttings and purge water generated during monitoring well installation and groundwater sampling activities will be containerized onsite for subsequent disposal at an approved facility.
- The exact locations of the monitoring wells have not been determined at this point. However, it is likely that the monitoring well(s) will be installed in the vicinity of the USTs/soil remediation area.
- The monitoring wells are anticipated to be installed to approximate depths of up to 20 ft-bgs, or less. The screens of the monitoring wells will intersect the first aquifer encountered and IWM Consulting anticipates that the wells will be constructed with approximately 10-feet of 2-inch diameter PVC factory slotted 0.010-inch screen (potentially pre-packed screen). No. 5 silica sand will be manually installed and extend to at least 1-foot above the well screen interval (pre-packed wells will have the additional 1-foot manually installed only). Then a minimum 2-foot-thick bentonite chip seal will be placed immediately above the sand interval. The monitoring wells will be completed with a flush mounted protective cover (locking manhole cover) and associated concrete pad. IWM Consulting will gain approval from the IBP PM prior to finalizing the monitoring well locations.
- Mapping the location of the permanent groundwater monitoring wells with a GPS unit and survey the permanent groundwater monitoring well elevations to the nearest one-hundredth (1/100) of a foot and determine the groundwater flow direction and gradient.
- Gauge, purge, and sample the monitoring wells on a quarterly basis for eight (8) quarters. The groundwater samples will be analyzed per the Site-specific analytical suite. The groundwater samples will be collected using low-flow sampling techniques with natural attenuation parameters recorded for dissolved oxygen, oxygen reduction potential, temperature, specific conductance, and pH.
- Per the QA/QC guidelines, one (1) duplicate groundwater sample and one (1) MS/MSD groundwater sample will also be obtained during the first and last quarterly groundwater sampling events and analyzed for the same parameters. One (1) trip blank will also be submitted for VOC analysis.
- Per the QA/QC guidelines, one (1) duplicate groundwater sample will also be obtained during the second through seventh quarterly groundwater sampling events and analyzed for the same parameters. One (1) trip blank will also be submitted for VOC analysis.
- The groundwater analytical results will be compared to IDEM R2 GWPLs.

Soil Gas and Conduit Vapor

- In order to determine the presence of a vapor plume beneath the Site buildings per IFA RFP, IWM Consulting may install up to three (3) exterior soil gas points for the collection of exterior soil gas samples. The soil gas sampling points will be installed following IWM Consulting's exterior soil vapor point installation SOP. Helium tracer gas and a helium detector will be utilized to evaluate the exterior soil gas points for ambient air leaks. For estimating purposes, costs for the installation of up to three (3) exterior soil vapor sampling points has been included.

- Following exterior soil gas point installation, exterior soil vapor samples will be collected for laboratory analysis in conjunction with the initial quarterly groundwater monitoring event. Three (3) exterior soil gas samples will be collected for analysis per the vapor Site-specific analytical suite. The exterior soil vapor samples will be collected using 1-liter, batch certified summa canisters equipped with 10-minute flow regulators and will be collected in conjunction with the initial groundwater sampling event.
- If exterior soil gas samples exhibit potential for vapors entering through preferential pathways (i.e., sewer conduits), up to two (2) conduit samples will be collected biannually, during the winter and summer groundwater monitoring events, over the course of a year. These samples will be collected from a sewer cleanout or manhole when baseline flow is relatively low (9 AM to 3 PM) for sanitary sewers. The conduit samples will be collected using 6-liter, batch certified, summa canisters with 10-minute flow regulators and will be collected in conjunction with a quarterly groundwater monitoring event. Results will be summarized and submitted with the concurrent Quarterly Groundwater Monitoring Report.
- Soil gas and conduit vapor results will be compared to the appropriate IDEM R2 PL. Conduit vapor and exterior soil gas will be compared to the appropriate Commercial Conduit Vapor Published Level (CCVPL) or Commercial Soil Gas Published Level (CSGPL).
- The results of the monitoring well installation activities, soil gas point installation activities, and initial quarterly groundwater and soil vapor sampling activities will be summarized in a Quarterly Groundwater Monitoring Report, due **April 30, 2025**.
- Preparation of seven (7) additional quarterly groundwater monitoring reports summarizing the analytical results and field activities. Additional potential conduit vapor sampling activities will be summarized concurrently with groundwater monitoring results. The last monitoring report will request that the IBP PM assign the Site a NFA designation. IWM Consulting anticipates that the final quarterly groundwater monitoring report and invoice will be submitted to the IBP on, or prior to, **March 2, 2027**.
- An Indiana licensed well driller will supervise the well abandonment activities once the Site is assigned an NFA designation.

II. COST ESTIMATE

In accordance with the RFP, IWM Consulting has completed the Indiana Brownfield Program provided Cost Analysis Spreadsheet. A copy of the spreadsheet is included as **Attachment A**. The total cost for each task is summarized as follows:

SAP/HASP Preparation:	$1,500
Subsurface Investigation:	$10,370
Phase II ESA Report:	$3,000
RWP	$800
Remediation Activities*: (includes UST removal, soil excavation, & ORC injection)	$94,245
UST Closure Report:	$3,000
Well Install/Groundwater & Vapor Monitoring/Well Abnd:	$31,997
Quarterly GWS Reports:	$8,000
Total:	**$152,912**

Further site investigation (FSI) costs are not included, since it is unknown if an FSI will be necessary and an FSI was not specifically requested in the IBP RFP. IWM Consulting also understands project invoices will initially be submitted to the IBP for approval and subsequent payment.

III. TIMELINE

IWM Consulting anticipates the following timeline in relationship to completing this project:

Proposed Timeline
Former Hagler Auto Report
1503 – 1509 Hurd Street
Fort Wayne, Allen County, Indiana

Task	*Estimated Timeline*	*Comments*
Geophysical Survey	July 8, 2024	
Submittal of SAP & HASP	July 8, 2024	
Subsurface Investigation	July 15, 2024	Estimate 1 day to complete
Phase II ESA Report	August 22, 2024	
UST RWP	October 7, 2024	
UST Removal, Soil Excavation and (if necessary) ORC Injection Activities	November 21, 2025 (Initiation)	Estimate up to 5 days to complete UST removal and soil excavation. Estimate 2 days to complete ORC injection (if necessary).
Submittal of UST Closure Report	January 31, 2024	
Monitoring Well Installation and Exterior Soil Gas Point Installation	February 2025	Estimate 2 days to complete the monitoring well installation soil gas point installation.
Quarterly groundwater monitoring initiated	March 3, 2025	
Conduct Quarterly GWS Events and Vapor Assessment Events	Initial event on or prior to March 3, 2025 & concluding in March 2027	Estimate 1 field day for each quarterly sampling event.

IWM Consulting understands that one (1) electronic pdf format copy of each report will be prepared with one (1) copy of each submitted to the IBP PM and one (1) copy submitted to the IDEM Petroleum Section. Additionally, one (1) electronic copy and/or paper copy of each report will be submitted to the site owner (if requested), and one (1) electronic copy of the UST Closure Report will be submitted to the IDEM UST Section.

IV. MISCELLANEOUS INFORMATION/GREEN REMEDIATION STRATEGIES

IWM Consulting is familiar with the Best Management Practices (BMPs) associated with implementing Green Remediation Strategies and will make every attempt to utilize as many BMPs as possible when completing this scope of work. The objective the Green Remediation Strategies is to minimize the number of mobilizations required to implement the activities, utilize as many local subcontractors as possible to reduce energy/fuel usage and minimize the associated air emissions/carbon footprint, implement energy conservation measures during the work activities to reduce potential air emissions, and select site investigation methods that minimize mobilizations, energy/air emissions, and generate the least amount of investigation derived waste (IDW). At a minimum, the following BMPs are anticipated to be implemented for this project:

1) Utilization of the closest landfill (Republic Services National Serv-all Landfill in Fort Wayne, Indiana, less than 8 miles from Site) to the Site, thus minimizing air emissions associated with transporting the material;
2) Securing suitable backfill from local sources (Stone Street Quarry in Hoagland, Indiana, less than 10 miles from Site), thus minimizing air emissions associated with transporting the material;
3) Employing local transporters where possible, thus minimizing air emissions associated with transporting the material;
4) Instructing workers to avoid unnecessary engine idling during implementation of the work activities, thus minimizing air emissions;
5) Utilization of ultra-low sulfur diesel fuel for onsite machinery and tri-axle transporters, thus minimizing air emissions associated with transporting the material;
6) Placing tarps over each load of soil/backfill being transported from or to the Site in order to reduce potential air emissions during transportation;
7) Routine field monitoring with a PID to help minimize the amount of soil being excavated and transported offsite and segregate clean fill/soil if feasible during the excavation activities;
8) Recycling any salvageable metals encountered during the work activities, recycling clean asphalt/concrete at an appropriate facility as opposed to disposing of the clean fill offsite, and attempt to recycle fuel (if the quantity is high enough and the quality is good enough);
9) Implementing the UST removal (if applicable) and immediate corrective action activities (soil excavation) during the same mobilization as opposed to two separate mobilizations;
10) Placing the ORC directly into the base of the UST excavation if groundwater is encountered, thus reducing future mobilizations and emissions related to injecting the ORC via a direct push drilling unit;
11) Conduct all soil boring and well installation activities with a direct push drilling unit as opposed to alternative drilling technologies, which is quicker and generates less IDW;
12) Conduct routine groundwater sampling activities using the low flow sampling technique, which generates less investigation derived waste, and
13) Utilize a local laboratory that employs green technologies (see attachment). Since the laboratory is local, the samples can be delivered directly to the laboratory and thus does not require unnecessary shipments via vehicle or air transportation.

IWM Consulting will document the above activities via receipts/manifests from the landfill/backfill sources, documentation regarding the steps taken to minimize unnecessary idling of equipment, documentation regarding utilization of tarps during transportation, documentation of the local laboratory used for the project, and documentation of the drilling technique utilized and the total number of IDW drums generated during the investigation activities.

IWM Consulting appreciates this opportunity to provide the Indiana Brownfields Program with this proposal. If you have any questions, comments, or require additional information regarding this submittal, please contact Jeff Jacob at 260-442-3016 or by email at jjacob@iwmconsult.com, or Kurt Byanski at 260-442-3017 or by email at kbyanski@iwmconsult.com.

Sincerely,

IWM Consulting Group, LLC

Jeff Jacob, CHMM No. 15635
Senior Project Manager

Kurt Byanski, LPG (IN #1799)
Senior Project Manager

ATTACHMENT A

IFA COST ANALYSIS SPREADSHEET

IFA POSI Cost Analysis Spreadsheet - IWM CONSULTING
Former Hagler Auto Repair, 1503 - 1509 Hurd Street, Fort Wayne, Allen County, Indiana
BFD Site #4070476

	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 - Subsurface Investigation (Field Phase)					$ 10,070.57										
A. Staff Hours (list hours for each staff separately for this Category)				$ 3,090.00											$ 3,090.00
Project Manager (Site visit, geophysical, oversight)	10	Hr	$ 105.00												
Staff Person (Oversight of soil boring install, soil/gw sampling)	20	Hr	$ 85.00												
B. Materials and Equipment (list each separately for this Category)				$ 175.00											$ 175.00
PID (per day)	1	Day	$ 95.00												
Soil/GW Sampling Supplies (containers, gloves, baggies, etc.)	1	Day	$ 50.00												
Water level indicator (per day)	1	Day	$ 30.00												
C. Travel (reimbursed at state rates)				$ -											$ -
Mileage	0	mi	$ 0.46												
Hotel - exact amount will be determined at time of project	0	night	$ 96.00												
D. Subcontractors (list all subcontractors separately for this Category)				$ 6,805.57											$ 6,805.57
Drilling Subcontractor - drilling (up to 5 soil borings w temp wells)	1	Each	$ 2,756.25												
Laboratory (estimate up to 13 **VOC** soil samples) - includes dups, MS/MSD samples, and trip blank	13	Each	$ 55.00												
Laboratory (estimate up to 12 **PAH** soil samples) - includes dups, MS/MSD samples	12	Each	$ 66.44												
Laboratory (estimate up to 12 **lead** soil samples) - includes dups, MS/MSD samples	12	Each	$ 12.76												
Laboratory (estimate up to 12 **percent moisture**/sample media soil samples) - includes dups, MS/MSD samples	12	Each	$ 7.00												
Laboratory (estimate up to 8 **VOC** temporary wells samples) - includes dups, MS/MSD samples, and trip blanks	8	Each	$ 55.00												
Laboratory (estimate up to 7 **PAH** temporary wells samples) - includes dups, MS/MSD samples	7	Each	$ 66.44												
Laboratory (estimate up to 7 **total/dissolved (lab filter) lead** temporary wells samples) - includes dups, MS/MSD samples	7	Each	$ 53.02												
Geophysical Survey	1	Each	$ 1,023.75												

IFA POSI Cost Analysis Spreadsheet - IWM CONSULTING

Former Hagler Auto Repair, 1503 - 1509 Hurd Street, Fort Wayne, Allen County, Indiana

BFD Site #4070476

	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
II. Category - Remediation (Field Phase)					$ 94,244.87										
A. Staff Hours (list hours for each staff separately for this Category)				$ 4,615.00											$ 4,615.00
Project Manager (Site visit and oversight)	8	Hr	$ 105.00												
Staff Person (UST Removal and Excavation oversight)	40	Hr	$ 85.00												
Technician/Geologist (waste characterization sample collection)	5	Hr	$ 75.00												
B. Materials and Equipment (list each separately for this Category)				$ 167.00											$ 167.00
PID	1	Each	$ 95.00												
Field Filter	1	Each	$ 22.00												
Sampling Supplies (containers, gloves, baggies, etc.)	1	Each	$ 50.00												
C. Travel (reimbursed at state rates)				$ -											$ -
Mileage	0	mi	$ 0.46												
Hotel - exact amount will be determined at time of project		night	$ 96.00												
D. Subcontractors (list all subcontractors separately for this Category)				$ 89,462.87											$ 89,462.87
Soil Excavation Subcontractor - removal of up to 1 - 1,000 gallon UST	1	Each	$ 4,200.00												
Soil Excavation Subcontractor - UST Closure (includes mobilization,site safety fencing)	1	Each	$ 2,415.00												
Soil Excavation Subcontractor - Excavate and Load Impacted Soil - 1000 tons	1	Each	$ 5,250.00												
Soil Excavation Subcontractor - Transport impacted soil to landfill	75	Hours	$ 147.00												
Soil Excavation Subcontractor - Furnish, Place, & Compact Granular Fill - Stone Sand	980	Ton	$ 26.25												
Soil Excavation Subcontractor - Furnish, Place, & Compact #53 Stone - 4"	20	Ton	$ 29.40												
Landfill Soil Disposal (Republic ServAll)	1,000	Ton	$ 23.94												
Waste Characterization Sample for Landfill Disposal - Laboratory (estimate 1 soil sample for VOCs, Total Phenols, TCLP VOCs, TCLP Metals	1	Each	$ 336.00												
Excavation Confirmation Sampling - Laboratory (estimate up to 16 VOC soil samples) - includes dups, MS/MSD samples, and trip blanks	16	Each	$ 52.50												
Excavation Confirmation Sampling - Laboratory (estimate up to 15 PAH soil samples) - includes dups, MS/MSD samples	15	Each	$ 63.42												
Excavation Confirmation Sampling - Laboratory (estimate up to 15 Lead soil samples) - includes dups, MS/MSD samples	15	Each	$ 12.18												
Excavation Confirmation Sampling - Laboratory (estimate up to 15 % moisture/sampling media) - includes dups, MS/MSD samples	15	Each	$ 6.68												
Excavation Confirmation Sampling - Laboratory (estimate up to 2 **VOC** pit water sample) - includes trip blanks	2	Each	$ 52.50												
Excavation Confirmation Sampling - Laboratory (estimate up to 1 **PAH** pit water sample)	1	Each	$ 63.42												
Excavation Confirmation Sampling - Laboratory (estimate up to 1 **total/dissolved lead** pit water sample)	1	Each	$ 50.61												
ORC Supplies (EOx) - 1,500-lbs (includes material, shipping, & handling)	1	Each	$ 6,610.67												
ORC injection (2 days, Daily Rate includes drilling & IWM daily oversight)	1	Lump Sum	$ 7,080.00												

IFA POSI Cost Analysis Spreadsheet - IWM CONSULTING
Former Hagler Auto Repair, 1503 - 1509 Hurd Street, Fort Wayne, Allen County, Indiana
BFD Site #4070476

	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
III. Category - Monitoring Well Install/Quarterly Monitoring (Field Phase)					**$ 31,997.29**										
A. Staff Hours (list hours for each staff separately for this Category)				$ 11,410.00											**$ 11,410.00**
Project Manager	24	Hr	$ 105.00												
Staff Project Person(well installation oversight)	10	Hr	$ 85.00												
Staff Project Person - Soil gas installation/sampling	12	Hr	$ 85.00												
Staff Project Person (conduit vapor sampling), 2 events total maximum	12	Hr	$ 85.00												
Field Technician (8 Qtly GWS events and assist vapor/soil gas sampling events)	80	Hr	$ 75.00												
B. Materials and Equipment (list each separately for this Category)				$ 2,627.00											**$ 2,627.00**
Low Flow Sampling Supplies (low flow pump/flow through cell block, multi-meter) - per day	8	Day	$ 225.00												
GW Sampling Supplies (gloves, distilled water, baggies, ice, etc.) - per day	8	Day	$ 50.00												
Helium Shroud (Exterior Soil Gas Point Testing)	1	Day	$ 200.00												
Soil Gas Tubing/Conduit Vapor	40	ft	$ 1.30												
Soil Gas Tubing/Conduit Vapor - silicon	5	ft	$ 5.00												
Soil Gas Sampling Installation Equipment (hammer drill, drill bits, etc.)	1	Day	$ 50.00												
Soil Gas Sampling Expendables	2	Each	$ 50.00												
C. Travel (reimbursed at state rates)				$ -											**$ -**
Mileage (12 miles round trip x 11 trips)		mi	$ 0.46												
Hotel - Not Applicable	0	night	$ 96.00												
D. Subcontractors (list all subcontractors separately for this Category)				$ 17,960.29											**$ 17,960.29**
Drilling Subcontractor - drilling (up to 5 standard or pre-packed monitoring wells)	1	Each	$ 5,187.00												
Licensed Surveyor	1	Each	$ 525.00												
Laboratory - Per GW sampling event [5 wells, 1 dup, 1 MS/MSD, 1 trib blank per event for **VOCs**] - Events 1 - 8	64	Each	$ 52.50												
Laboratory - Per GW sampling event [5 wells, 1 dup, 1 MS/MSD per event for **PAHs**] - Events 1 - 8	56	Each	$ 63.42												
Laboratory - **Total/dissolved lead** analysis, initial GWS event only, up to 5 wells + 1 dup + 1 MS/MSD	7	Each	$ 50.61												
Laboratory - Soil Gas - **VOCs TO-15** (3-soil gas samples, 1 duplicate)	4	Each	$ 236.25												
Laboratory - Conduit Vapor Assessment - **VOCs TO-15** (2 Vapor Samples, biannually, 1-liter, batch cert, grab samples, 1-duplicate)	6	Each	$ 236.25												
Monitoring Well Abandonment - Licensed Water Well Driller	5	Each	$ 300.00												
Drum Disposal Contractor - per drum based on non-hazardous waste	4	Each	$ 280.00												
IV. Category - Reporting					**$ 16,600.00**										
A. Geophysical Report Summary				$ 300.00											**$ 300.00**
B. SAP/HASP				$ 1,500.00											**$ 1,500.00**
C. Phase II ESA Subsurface Investigation Report				$ 3,000.00											
D.UST RWP				$ 800.00											**$ 800.00**
E. UST Closure Report				$ 3,000.00											**$ 3,000.00**
F. Groundwater Monitoring Reports (Events 1 - 8),				$ 8,000.00											**$ 8,000.00**
															$ -
TOTAL					**$ 152,912.74**	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ 152,912.74**

ADDITIONAL INFORMATION

1. A, B, C, D, and E in Category IV 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.
2. Following Brownfields Program approval of a scope of work, Brownfields Program pre-approval is not required for costs shifts within the following: IA, IB, IC, ID, IIA, IIB, IIC, IID, IIIA, IIIB, IIIC, and IIID. **Pre-approval is required for all other changes.**
3. Consultants will be eligible for payment after their satisfactory completion of Categories I and II. Payment for Category III will be broken up into several potential payments: one payment after the successful installation of the monitoring wells and one payment after each quarterly sampling event. Please note that quarterly monitoring payments for both the field and reporing phases will be issued following the quarterly report submittal and approval.
4. Payment for the Reports listed in Category IV will be issued after the report has been reviewed and approved by the Brownfields Program, and the Brownfields Program project manager has issued some form of completion documentation regarding the phase of work completed.
5. Requests for payment must be submitted on this form and be accompanied by the Disbursement Request Form and all appropriate supporting documentation.

ATTACHMENT B

PACE ANALYTICAL SERVICES – GREEN PRACTICES & TECHNOLOGIES

Pace Analytical®

GoGreen

Pace Analytical Services, Inc. (Pace) provides environmental testing and sampling utilizing EPA, ASTM Standard Methods, NIOSH and other accepted test procedures and methods in accordance with both federal and state regulations. Pace also provides a wide range of specialty analytical testing services including air toxics, aquatic toxicity, bioassay, biota, dioxin/furans, low-level mercury, radiochemistry and vapor intrusion.

As an environmental testing company, we acknowledge our obligation to the responsible management of our environment and its resources. Pace management is committed to operating in such a way that meets or exceeds the state and federal laws governing waste management and implements the use of best practices to reduce, reuse and recycle materials where possible.

In accordance with our mission statement, Pace has instituted the following ongoing Green Initiatives to minimize our impact on the environment:

Paperless Reporting - PacePort is our online customer data management system. PacePort provides our customers quick and convenient access to their analytical data without the use of paper. Savings are realized from the use of less paper, less toner and the energy related to operation of copiers and printers and the reduction of wastes.

Paperless Laboratory - Pace Yourself is our online learning management system that provides our employees with safety training and access to our laboratory SOPs. Training progress can be tracked and reviewed online rather than by hardcopy. Savings are realized from the use of less paper, less toner and the energy related to the operation of copiers and printers and the reduction of wastes.

Green Technologies - Pace investigates new technologies that reduce the amount of waste generated and utilize methods that use safer chemicals.

- Pace worked with the EPA in the development of methods to use Hexane as an alternative to Freon as the solvent in oil and grease testing.

- Converting to different extraction phases considerably reduces the amount of solvent waste generated. Use of alternate preparation methods such as microwave and soxhtherm technologies reduces the amount of solvent used and waste generated.

- Hazardous Waste Reduction - We work with our clients to reduce the sample volume delivered to the laboratory to the minimum amount needed to run the analysis. Pace uses only reusable coolers as opposed to disposable shipment materials.

- Solvent Recycling Programs - Pace currently sends approximately 15,000 pounds of the commonly used solvent methylene chloride for industrial reuse versus disposal. This lowers disposal costs while reducing lab waste.

- General and Universal Recycling - All labs segregate and recycle paper, glass, plastic and aluminum products. Fluorescent lights, oil and batteries are always recycled using universal methods where possible.

- Periodic Waste Stream Auditing - Processes producing hazardous waste are constantly monitored for improvement and monitored to determine if waste streams can be more efficient. Pace works with waste companies to audit waste streams for effectiveness.

- Exploring New Treatment - Pace is constantly investigating new technologies that are comprehensively destructive or are effective in reducing the volume or hazardous qualities of the wastes produced.

- Use of a hybrid vehicle for local courier services - This allows Pace to reduce our carbon footprint by increased gas mileage. Pace also promotes carpooling among its employees by providing a car pool board that matches employees for car pooling

- Local Testing Facility - Pace has a local presence in Minneapolis, Minnesota. This local presence ensures a significant energy savings and the reduction of carbon footprints when compared with shipping or flying samples to out-of-state laboratories.

- Energy Audits - Each Pace laboratory is in the process of auditing their energy use. Being aware of our consumption patterns can reduce energy use during high-demand periods by using off-peak energy.

Attachment B

Copy of Executed Site Access Agreement

SITE ACCESS AGREEMENT
PERMISSION TO ENTER PROPERTY
INDIANA BROWNFIELDS PROGRAM
PETROLEUM ORPHAN SITES INITIATIVE

This Site Access Agreement ("Agreement") is made by and between City of Fort Wayne ("Owner"), the Indiana Brownfields Program ("Program"), and IWM Consulting Group, LLC ("Consultant") regarding the Owner's property located at 1503-1505 Hurd Street in Fort Wayne, Allen County, Indiana ("Site"), Site Identification Number 4070476. The Program requests permission for the Consultant to enter the Site for the exclusive purposes of conducting environmental investigation and/or remediation activities associated with petroleum and/or hazardous substances 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 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 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. Removal, treatment and/or disposal of contaminated soil, water 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 ground water 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 *Remediation Closure Guide* (March 22, 2012 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 issuance of a No Further Action letter to the Owner indicating completion of project activities under the POSI 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 Fort Wayne
Site Owner

Witness

3/22/24
Date

3/22/2024
Date

Site Owner's Telephone Number: (260) 427-2317

Site Owner's Mailing Address (if other than Site address): 200 E. Berry St., Suite 470
Fort Wayne, IN 46802

For the benefit of (Insert consulting firm's name):
IWM Consulting Group, LLC

Consulting firm's signature

06/28/2024
Date

Accepted by the Indiana Brownfields Program by:

Sara Wrack Conn for

Andrea Robertson Habeck, CHMM
Technical Review Coordinator, Indiana Brownfields Program

6/25/2024
Date

SITE ACCESS AGREEMENT
PERMISSION TO ENTER PROPERTY
INDIANA BROWNFIELDS PROGRAM
PETROLEUM ORPHAN SITES INITIATIVE

This Site Access Agreement ("Agreement") is made by Housing and Neighborhood Development Services Inc. ("Owner"), the Indiana Brownfields Program ("Program"), and IWM Consulting Group, LLC ("Consultant") regarding the Owner's property located at 1507-1509 Hurd Street in Fort Wayne, Allen County, Indiana ("Site"), Site Identification Number 4070476. The Program requests permission for the Consultant to enter the Site for the exclusive purposes of conducting environmental investigation and/or remediation activities associated with petroleum and/or hazardous substances 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 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 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. Removal, treatment and/or disposal of contaminated soil, water 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 ground water 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 *Remediation Closure Guide* (March 22, 2012 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 issuance of a No Further Action letter to the Owner indicating completion of project activities under the POSI 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.

Housing and Neighborhood Development Services Inc.
Site Owner

3/21/2024
Date

Witness

3/21/2024
Date

Site Owner's Telephone Number:_260-427-2158_____________

Site Owner's Mailing Address (if other than Site address): __200 E Berry Street, Suite 320__

__Fort Wayne, IN 46802________

For the benefit of (Insert consulting firm's name): IWM Consulting Group, LLC

Consulting firm's signature

06/28/2024
Date

Accepted by the Indiana Brownfields Program by:

Sara Westrick Corbin for

Andrea Robertson Habeck, CHMM
Technical Review Coordinator, Indiana Brownfields Program

6/25/2024
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**