

PROFESSIONAL SERVICES CONTRACT

This Contract ("Contract"), entered into by and between the Indiana Finance Authority ("Authority") and SESCO Group, Inc. ("Consultant"), is executed pursuant to the terms and conditions set forth herein and is intended to address the scope of professional environmental services to be provided by the Consultant to the Authority pertaining to the Indiana Brownfields Program's ("Program") Petroleum Orphan Sites Initiative ("POSI") Activities. As projects are awarded by the Authority to the Consultant, a project-specific amendment to the Contract ("Project Amendment") will be made as set forth in Section 29, including documents required under the Contract to implement the work. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Duties of Consultant. The Consultant shall provide the following services relative to this Contract:

Project activities ("Project Activities") in accordance with any Project Amendment made hereto as Exhibit A, which shall include a scope of work ("Scope of Work") approved by the Program, a schedule for project tasks ("Schedule"), a total estimated project expense budget ("Project Budget"), and a copy of an executed site access agreement ("Site Access Agreement"), if required for the project.

2. Consideration. The Consultant will be paid in accordance with the Schedule and Project Budget for performing the duties set forth in the Project Amendment. Total remuneration under the Project Amendment shall not exceed the amount awarded by the Authority and stated in the Project Amendment without prior authorization from the Program.

3. Term. This Contract shall be effective for a period of four (4) years from the date of the last state signature, or if later, immediately following the completion of the duties set forth in a Project Amendment to the satisfaction of the Authority and following final payment by the Authority to the Consultant pursuant to a Project Amendment to this Contract. No Project Amendments to this Contract shall be awarded after a period of four (4) years from the date of the last state signature.

4. Access to Records. The Consultant and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract and for three (3) years from the date of final payment under this Contract, for inspection by the State of Indiana (the "State"), the Authority, or its authorized designees. Copies shall be furnished at no cost to the Authority if requested.

5. Assignment; Successors. The Consultant binds its successors and assignees to all the terms and conditions of this Contract. The Consultant shall not assign or subcontract the whole or any part of this Contract without the Authority's prior written consent. Additionally, the Consultant shall provide prompt written notice to the Authority of any change in the Consultant's legal name or legal status so that the changes may be documented and payments to the successor entity may be made.

6. Assignment of Antitrust Claims. As part of the consideration for the award of this Contract, Consultant assigns to the State all right, title and interest in and to any claims Consultant now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

7. Audits. The Consultant acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC § 5-11-1, et. seq. and audit guidelines specified by the State.

8. Authority to Bind Consultant. The signatory for the Consultant represents that he/she has been duly authorized to execute this Contract on behalf of the Consultant and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Consultant when his/her signature is affixed, and accepted by the Authority.

9. Changes in Work. The Consultant shall not commence any additional work or change the scope of the work until authorized in writing by the Program. The Consultant shall make no claim for additional compensation in the absence of a prior written approval which, in conjunction with a written summary of additional Project Activities and associated costs, shall be attached to the Project Amendment for the Project Activities. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

10. Consultant Reporting. Within thirty (30) days following receipt of a No Further Action letter or other documentation from the Authority stating that the Project Activities have been completed to the satisfaction of the Authority, the Consultant shall submit to the Authority a completed "Brownfields Project Return on Investment (ROI) Survey" form (current form attached as part of Exhibit D attached hereto) available online at: <https://www.in.gov/ifa/brownfields/files/Brownfields-ROI-Project-Survey-6.6.24.pdf>. The Brownfields Project Return on Investment (ROI) Survey form will provide the Authority with current information regarding remediation and redevelopment plans for the Site and should be expected to be updated on a periodic basis in the future until redevelopment at the Site is complete.

11. Compliance with Laws.

- A. The Consultant shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the Authority and the Consultant to determine whether the provisions of this Contract require formal modification.

- B. The Consultant and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the Authority or the State as set forth in IC § 4-2-6 *et seq.*, IC § 4-2-7, *et. seq.*, the regulations promulgated thereunder. If the Consultant has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Consultant shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Contract. If the Consultant is not familiar with these ethical requirements, the Consultant should refer any questions to the Indiana State Ethics Commission or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Consultant or its agents violate any applicable ethical standards, the Authority may, in its sole discretion, terminate this Contract immediately upon notice to the Consultant. In addition, the Consultant may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

- C. The Consultant certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the Authority or the State. Further, the Consultant agrees that any payments in arrears and currently due to the Authority or the State may be withheld from payments due to the Consultant. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Consultant is current in its payments and has submitted proof of such payment to the Authority or the State.

- D. The Consultant warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the Authority or the State, and agrees that it will immediately notify the Authority of any such actions. During the term of such actions, the Consultant agrees that the Authority may delay, withhold, or deny work under this Contract and any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

- E. Any payments that the Authority may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC § 5-17-5.

- F. The Consultant warrants that the Consultant and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the Authority. Failure to do so is a material breach of this Contract and grounds for immediate termination and denial of further work with the Authority.

- G. The Consultant affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

- H. As required by IC § 5-22-3-7:
 - (1) The Consultant and any principals of the Consultant certify that:
 - (A) the Consultant, except for *de minimis* and nonsystematic violations, has not violated the terms of:
 - (i) IC § 24-4.7 [Telephone Solicitation Of Consumers];
 - (ii) IC § 24-5-12 [Telephone Solicitations]; or
 - (iii) IC § 24-5-14 [Regulation of Automatic Dialing Machines];
 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and
 - (B) the Consultant will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC § 24-4.7 is preempted by federal law.

 - (2) The Consultant and any principals of the Consultant certify that an affiliate or principal of the Consultant and any agent acting on behalf of the Consultant or on behalf of an affiliate or principal of the Consultant, except for *de minimis* and nonsystematic violations,
 - (A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC § 24-4.7 is preempted by federal law.

12. Condition of Payment. All services provided by the Consultant under this Contract must be performed to the Authority's reasonable satisfaction, as determined at the discretion of the undersigned

Authority representatives and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The Authority shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

13. Confidentiality of State Information. The Consultant understands and agrees that data, materials, and information disclosed to the Consultant may contain confidential and protected information. The Consultant covenants that data, material and information gathered, based upon or disclosed to the Consultant for the purpose of this Contract, will not be disclosed to or discussed with third parties without the prior written consent of the Authority.

14. Continuity of Services.

- A. The Consultant recognizes that the services to be performed under this Contract are vital to the Authority and must be continued without interruption and that, upon Contract expiration, a successor, either the Authority or another service provider, may continue them. The Consultant agrees to:
 - i. Furnish phase-in training; and
 - ii. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- B. The Consultant shall, upon the Authority's written notice:
 - i. Perform transition services for up to sixty (60) days after this Contract expires; and
 - ii. Negotiate in good faith a plan with a successor to determine the nature and extent of transition services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Authority's approval. The Consultant shall provide sufficient experienced personnel during the transition period to ensure that the services called for by this Consultant are maintained at the required level of proficiency.
- C. The Consultant shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Consultant also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Consultant shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- D. The Consultant shall be reimbursed for all reasonable transition costs (i.e., costs incurred within the agreed period after contract expiration that result from the transition).

15. Debarment and Suspension.

- A. The Consultant certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary

management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Consultant.

- B. The Consultant certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Consultant shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the Authority's request, take all steps required by the Authority to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

16. Default by State. If the Authority, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Consultant may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination.

17. Disputes.

- A. Should any disputes arise with respect to this Contract, the Consultant and Authority agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- B. The Consultant agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Consultant fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the Authority, the State, or the Consultant as a result of such failure to proceed shall be borne by the Consultant.
- C. The Authority may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the Authority to the Consultant of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Consultant to terminate this Contract, and the Consultant may bring suit to collect these amounts without following the disputes procedure contained herein.

18. Drug-Free Workplace Certification. As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Consultant hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Consultant will give written notice to the Authority within ten (10) days after receiving actual notice that the Consultant or an employee of the Consultant in the State of Indiana has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the Authority for up to three (3) years.

In addition to the provisions of the above paragraph, if the total contract amount set forth in this Contract is in excess of \$25,000.00, the Consultant hereby further agrees that this Contract is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully

executed by the Consultant and made a part of the contract or agreement as part of the contract documents.

The Consultant certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Consultant's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Consultant's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Consultant of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the Authority in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

19. Employment Eligibility Verification. As required by IC § 22-5-1.7, the Consultant swears or affirms under the penalties of perjury that the Consultant does not knowingly employ an unauthorized alien. The Consultant further agrees that:

- A. The Consultant shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC § 22-5-1.7-3. The Consultant is not required to participate should the E-Verify program cease to exist. Additionally, the Consultant is not required to participate if the Consultant is self-employed and does not employ any employees.
- B. The Consultant shall not knowingly employ or contract with an unauthorized alien. The Consultant shall not retain an employee or contract with a person that the Consultant subsequently learns is an unauthorized alien.
- C. The Consultant shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Consultant that the subcontractor does not knowingly employ or contract with an

unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Consultant agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The Authority may terminate for default if the Consultant fails to cure a breach of this provision no later than thirty (30) days after being notified by the Authority.

20. Employment Option. If the Authority determines that it would be in the Authority or the State's best interest to hire an employee of the Consultant, the Consultant will release the selected employee from any non-competition agreements that may be in effect. This release will be at no cost the Authority or the State or the employee.

21. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

22. Funding Cancellation. When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

23. Governing Laws. This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana, County of Marion. The Consultant specifically consents to this jurisdiction and venue.

24. Indemnification. The Consultant agrees to indemnify, defend, and hold harmless the Authority and the State, its agents, officers, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Consultant and/or its subcontractors, if any, in the performance of this Contract. The Authority and the State shall **not** provide such indemnification to the Consultant.

25. Independent Consultant; Workers' Compensation Insurance. The Consultant is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of employment, agency, partnership, or joint venture between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Consultant shall provide all necessary unemployment and workers' compensation insurance for the Consultant's employees. Upon request from the Authority, Consultant shall provide a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

26. Insurance. The Consultant shall secure and keep in force during the term of this Contract, the following insurance coverages, covering the Consultant for any and all claims of any nature which may in any manner arise out of or result from Consultant's performance under this Contract:

- A. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits of \$700,000 per person and \$5,000,000 per occurrence unless additional coverage is required by the Authority or the State. The Authority and State are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.
- B. Automobile liability for owned, non-owned and hired autos with minimum liability limits of \$700,000 per person and \$5,000,000 per occurrence. The Authority and State are to be named as additional insureds on a primary, non-contributory basis.
- C. Professional liability, including errors and omissions, with minimum liability limits of \$1,000,000 per occurrence. The Authority and the State are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract. Coverage for the benefit of the Authority and the State shall continue for a period of two (2) years after the date of service provided under this Contract.
- D. Consultant's (Contractor's) pollution legal liability, with minimum liability limits of \$1,000,000. The Authority and the State are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.
- E. The Consultant shall provide proof of such insurance coverage by tendering to the undersigned Authority representative a certificate of insurance prior to the commencement of this Contract and proof of worker's compensation coverage meeting all statutory requirements of Indiana Code § 22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

The Consultant's insurance coverage must meet the following additional requirements:

- A. The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
- B. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Consultant.
- C. The Authority and the State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Consultant in excess of the minimum requirements set forth above. The duty to indemnify the Authority and the State under this Contract shall not be limited by the insurance required in this Contract.
- D. The insurance required in this Contract, through a policy or endorsement, shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days prior written notice to the Authority. Written notice of modification will be limited to changes in policy type, reductions in policy limits, change in policy number, change in policy expiration dates, or change in producer or underwriter of the policy.

- E. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the Authority to immediately terminate this Contract.

27. Key Person(s).

- A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) separate employment from the Consultant during the term of this Contract for whatever reason, the Authority shall have the right to terminate this Contract upon thirty (30) days' prior written notice.
- B. In the event that the Consultant is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Consultant shall not be permitted without express written consent of the Authority.
- C. Nothing in sections A and B above shall be construed to prevent the Consultant from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Consultant shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key person(s) to this Contract are specified in Exhibit B of this Contract.

28. Licensing Standards. The Consultant and its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the Consultant pursuant to this Contract. The Authority shall not be required to pay the Consultant for any duties or services performed when the Consultant or its employees or subcontractors are not in compliance with such applicable standards, laws, rules or regulations. If licensure, certification or accreditation expires or is revoked, or if disciplinary action is taken against an applicable licensure, certification or accreditation, the Consultant shall notify the Authority immediately and the Authority, at its option, may immediately terminate this Contract.

29. Merger & Modification. This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.

30. Minority and Women Business Enterprise Compliance. The Consultant agrees to comply fully with the Consultant's MBE/WBE participation plan. The Consultant, upon request from the Authority, shall furnish a copy of the Consultant's MBE/WBE participation plan.

31. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically § IC 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Consultant covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age,

disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Consultant certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the Authority and any applicant or employee of the Consultant or any subcontractor.

32. Notice to Parties. Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the addresses as specified in the attached Exhibit B.

33. Order of Precedence; Incorporation by Reference; Interpretation. Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract, (2) attachments prepared by the Authority, and (3) attachments prepared by the Consultant. All of the foregoing are incorporated fully by reference. All attachments, and all documents referred to in this paragraph are hereby incorporated fully by reference. Any interpretation applied to this Contract, by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against the Authority solely by virtue of the Authority or its representatives having drafted all or any portion of this Contract.

34. Ownership of Documents and Materials.

- A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the "Materials") not developed or licensed by the Consultant prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Consultant transfers and assigns any ownership claims to the Authority so that all Materials will be the property of the Authority. If ownership interest in the Materials cannot be assigned to the Authority, the Consultant grants the Authority a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.
- B. Use of the Materials, other than related to contract performance by the Consultant, without the prior written consent of the Authority, is prohibited. During the performance of this Contract, the Consultant shall be responsible for any loss of or damage to the Materials developed for or supplied by the Authority and used to develop or assist in the services provided while the Materials are in the possession of the Consultant. Any loss or damage thereto shall be restored at the Consultant's expense. The Consultant shall provide the Authority full, immediate, and unrestricted access to the Materials and to the Consultant's work product during the term of this Contract.

35. Payments.

- A. The Authority agrees to pay the Consultant for work performed pursuant to a Project Amendment after such activities have been completed and submission to the Authority of invoice(s) detailing costs and expenses incurred by the Consultant in the completion of such activities.
- B. All payments shall be made in arrears in conformance with fiscal policies and procedures of the Authority and, as required by IC § 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Consultant in writing. No payments will be made in advance of

receipt of the goods or services that are the subject of this Contract except as permitted by the Authority in its sole discretion.

- C. To facilitate payment timeliness, the Authority will distribute funds to the Consultant in accordance with the “Financial Assistance Disbursement Guidelines – State Funding” attached hereto as Exhibit C. The Authority agrees to pay all eligible costs within thirty (30) days of receipt of all information necessary for its review of invoice(s).

36. Penalties/Interest/Attorney’s Fees. The Authority will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney’s fees, except as permitted by Indiana law, in part, IC § 5-17-5, IC § 34-54-8, and IC § 34-13-1, and IC § 34-52-2-3.

Notwithstanding the provisions contained in IC § 5-17-5, any liability resulting from the Authority’s failure to make prompt payment shall be based solely on the amount of funding originating from the Authority and shall not be based on funding from federal or other sources.

37. Progress Reports. The Consultant shall submit progress reports to the Authority upon request. The report shall be oral, unless the Authority, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the Authority that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

38. Renewal Option; Extension Upon Mutual Agreement. This Contract may be renewed under the same terms and conditions, subject to the approval of the Authority and Consultant. The term of the renewed contract may not be longer than the term of the original Contract. Notwithstanding anything in the foregoing to the contrary, the term of the Contract may be extended on the same terms and conditions on a month-to-month basis upon the expiration of the Initial Term. Any such extension shall be set forth in writing and signed by both parties.

39. Severability. The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

40. Substantial Performance. This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

41. Taxes. The Authority is exempt from most state and local taxes and many federal taxes. The Authority will not be responsible for any taxes levied on the Consultant as a result of this Contract.

42. Termination at Will. This Contract may be terminated, in whole or in part, at any time, by either party, with the provision of thirty (30) days’ notice prior to the termination effective date by providing written notice to the other party, specifying the extent to which performance of services under such termination becomes effective. The Consultant shall be compensated for services properly rendered prior to the effective date of termination. The Authority will not be liable for services performed or costs incurred after the effective date of termination. The Consultant shall be compensated for services herein provided, but in no case shall total payment made to the Consultant exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

43. Termination for Default.

- A. With the provision of thirty (30) days' notice to the Consultant, the Authority may terminate this Contract in whole or in part if the Consultant fails to:
 - 1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the Authority determines progress is being made and the extension is agreed to by the parties;
 - 2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
 - 3. Make progress so as to endanger performance of this Contract; or
 - 4. Perform any of the other provisions of this Contract.
- B. If the Authority terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the Authority considers appropriate, supplies or services similar to those terminated, and the Consultant will be liable to the Authority for any excess costs for those supplies or services. However, the Consultant shall continue the work not terminated.
- C. The Authority shall pay the Contract price for completed supplies delivered and services accepted. The Consultant and the Authority shall agree on the amount of payment for manufacturing materials delivered and accepted for the protection and preservation of the property. Failure to agree will be a dispute under the provisions governing disputes. The Authority may withhold from these amounts any sum the Authority determines to be necessary to protect the Authority against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the Authority in this clause are in addition to any other rights and remedies provided by law, equity, or under this Contract.

44. Travel. Expenditures made by the Consultant for travel will be reimbursed at the current rate paid by the Authority and in accordance with the State of Indiana Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of-state travel requests must be reviewed by the Authority for both availability of funds and for appropriateness per Circular guidelines.

45. Waiver of Rights. No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the Authority's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Consultant shall be and remain liable to the Authority in accordance with applicable law for all damages to the Authority caused by the Consultant's negligent performance of any of the services furnished under this Contract.

46. Work Standards. The Consultant shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards customary in the locality for similar projects. If, in its sole discretion, the Authority becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the Authority may request in writing the replacement of any or all such individuals, and the Consultant shall grant such request. The Consultant shall not be entitled to compensation for the time necessary to familiarize replacement personnel with the status of the services provided and to be provided.

47. Contract Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed, or deleted the Authority's standard clauses in any way.

48. Execution and Counterparts. Copies of this Contract may be executed separately by the parties, and once executed by the parties to this Contract, all such copies taken together shall constitute a single document. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original for all purposes.

THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY

Non-Collusion and Acceptance.

The undersigned attests, subject to the penalties for perjury, that he/she is the Consultant, or that he/she is the properly authorized representative, agent, member or officer of the Consultant, that he/she has not, nor has any other member, employee, representative, agent or officer of the Consultant, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract, other than that which appears upon the face of this Contract.

In Witness Whereof, Consultant and the Authority have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below hereby agree to the terms thereof.

"Consultant"

"Authority"

SESCO GROUP, INC.

INDIANA FINANCE AUTHORITY

By Carla J. Gill

By James P. McGoff
James P. McGoff,
Director of Environmental Programs

Carla J. Gill, Director of Remediation Services
PRINTED NAME, TITLE

6/26/2024
DATE

6/28/2024
DATE

ATTEST: Bradley W. Adams
By _____

ATTEST: _____
By Meredith M. Gramelspacher
Meredith M. Gramelspacher,
Director and General Counsel
Indiana Brownfields Program

Bradley Adams, Project Manager
PRINTED NAME, TITLE

6/26/2024
DATE

6/28/2024
DATE

EXHIBIT A
PROJECT AMENDMENT



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

Carla Gill, CHMM
Director of Remediation Services
SESCO Group, Inc.
1925 Shelby Street
Indianapolis, Indiana 46203

Re: Environmental Assessment, UST Removal, and
Remediation
Clinton Ford
259 & 301 Elm Street
Clinton, Vermillion County, Indiana
Brownfield Site #4190509
SESCO – POSI Project Amendment #1

Dear Carla:

The Indiana Brownfields Program (Program) is in receipt of SESCO Group, Inc.'s (SESCO) 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 Clinton Ford property in Clinton, 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, SESCO will perform the following tasks:

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

Site Access

SESCO 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 18, 2024: RWP, HASP, and SAP due
- August 5, 2024: UST removal and remediation field work initiated
- August 19, 2024: Subsurface investigation activities initiated
- October 4, 2024: UST Closure Report submitted to the Program
- November 4, 2024: Subsurface Investigation Report submitted to the Program
- December 19, 2024: Quarterly groundwater monitoring initiated (if required)
- December 19, 2026: 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. SESCO 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 SESCO'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, Jean Krueskamp, 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 SESCO.

PROJECT AMENDMENT #1

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


Project Name: Clinton Ford
259 & 301 Elm Street
Clinton, Vermillion County, Indiana
Brownfield Site #4190509

Proposed Budget: \$242,491

SESCO will perform the Scope of Work described above and in Attachment A for a total project cost of \$242,491. 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 SESCO'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: SESCO Group, Inc.

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



Signature
Carla J. Gill, Director

Print Name & Title

6/28/2024

Date

For Approval of Charges, Send Invoice(s) to:
Jean Krueskamp
Indiana Brownfields Program
100 N. Senate Avenue, Room 1275
Indianapolis, Indiana 46204
Email: jkrueskamp@ifa.in.gov
Telephone: (317) 234-3605

Attachment A
Approved Proposal & Scope of Work



SESCO group

Environmental Solutions

June 13, 2024

Ms. Jean Krueskamp
Indiana Brownfields Program
100 North Senate Avenue, Room 1275
Indianapolis, IN 46204
jkrueskamp@ifa.in.gov

**Re: Bid Proposal
Clinton Ford Dealership
259 & 301 Elm Street
Clinton, IN (Vermillion Co.)
BFD Site # 4190509**

Dear Ms. Krueskamp:

SESCO Group (SESCO) is pleased to provide you with this proposal for environmental services in response to the Indiana Brownfield Program Memorandum dated May 16, 2024. SESCO has reviewed the Memorandum for the Clinton Ford Dealership located at 259 and 301 Elm Street, Clinton, (Vermillion Co.), Indiana (hereinafter "Site"), and understands that the objective of the project is to complete underground storage tank (UST) system closure via removal; over-excavation of petroleum impacted soils, install temporary chain link panel fencing around excavation to ensure the Site is safe, and if deemed necessary; further remediation activities via application of oxygen releasing compound (ORC); Phase II ESA activities and groundwater monitoring. The goal of the project is to mitigate current environmental exposure threats, maintain the property for commercial use and to achieve No Further Action (NFA) designation. SESCO is more than capable and very excited to be a part of helping you meet this objective.

Site History & Background

SESCO originally completed a Phase I Environmental Site Assessment of the former Clinton Ford dealership in June 2019. The Property consists of three (3), non-contiguous parcels located at the intersection of Elm Street and 3rd Street. The 259 Elm Street parcel is located on the northeast corner of the intersection. The 301 Elm Street parcel is located on the northwest corner of the intersection. The 302 Elm Street parcel is located on the southwest corner of the intersection. Gasoline stations were located at each parcel at various points in the past.

The 259 Elm Street parcel (northeast corner of intersection) was utilized as a gas station from circa 1936 to 1985. The most recent fire insurance map for the area is dated 1947. The map depicts three (3) USTs on the western quarter of the parcel. SESCO observed the remains of the former fuel island on the parcel during the Property reconnaissance. Property owner at the time of SESCO's Phase I ESA, Mr. Russell Wilson, stated that the USTs were closed in accordance with regulations in 1985; however, he could not recall if the USTs were removed. Mr. Wilson purchased the parcel in 1986 and utilized the parcel for storage of autos associated

SESCO Group

1925 Shelby Street • Indianapolis, IN 46203
317-347-9590 • 888-872-1307 • 317-347-9591 F • www.sescogroup.com

with the Clinton Ford auto dealership through the present.

The 301 Elm Street parcel (northwest corner of intersection) was utilized as a Standard Oil gasoline station from circa 1927 to 1960 when Mr. Wilson purchased the parcel for storage of autos associated with the Clinton Ford dealership. The 1947 fire insurance map depicts two (2) USTs located in the northeast corner of the parcel, along 3rd Street, and one (1) UST located approximately 100 feet west of 3rd Street, along the south wall of the Clinton Ford dealership building. At the time of SESCO's Phase I ESA, Mr. Wilson did not know if the USTs were ever closed or removed.

Mr. Wilson stated he was aware of an Amoco gasoline station at 302 Elm Street (southwest corner of intersection) from 1960 to 1980, when he purchased the parcel for auto repair and storage use associated with the Clinton Ford dealership. The 1947 fire insurance map depicts three (3) USTs at the parcel, however, the USTs are depicted in, what is now, the right-of-way along Elm Street. During the Property Phase I ESA reconnaissance, SESCO observed six (6) vent pipes located at the southeast corner of the building on the 302 Elm Street parcel. SESCO was subsequently selected as the contractor to work with the Indiana Brownfield Program to remove six (6) USTs, one (1) hydraulic lift and petroleum impacted soil from 302 Elm Street. Phase II activities indicated that remaining petroleum impacts were below the IDEM R2 published levels and a No Further Action Determination Letter was issued for 302 Elm Street property. The property located at 302 Elm Street is not a part of the current Site.

SESCO provided oversight for a geophysical survey at 301 and 259 Elm Street on March 22, 2022: Findings indicated no USTs were located at 259 Elm Street and up to four (4) USTs in two separate areas at 301 Elm Street as indicated in the following Site map:



SESCO has prepared the following scope of work and cost estimate:

Scope of Work

SESCO understands that the findings during the project will dictate the actual Scope of Work (SOW); however, in accordance with the Memorandum, the SOW for the Site presented herein includes the following:

- Work Plan/Health and Safety Plan (HASP) submission- detailing planned Site remediation (UST and petroleum-impacted soil removal) and investigation activities with a Site-specific HASP conforming to the OSHA Standard (29 CFR 1910.120) and other federal, state and local procedures to ensure the well-being of field personnel and community surrounding the Site;
- Daily documentation of field activities log along with photos will be provided to the Indiana Brownfield Program Project Manager during all field activities;
- Closure via removal of all USTs and product piping associated with the Site;
- Contents of the USTs system; petroleum liquid/sludge (not to exceed 1,500 gallons without prior authorization from Indiana Brownfield Program) will be removed and disposed of properly;
- Excavation of up to 1,500 tons total of petroleum impacted soils from the USTs basin;

- Confirmatory soil and groundwater sampling per IDEM *Remediation Closure Guide* (RCG) UST Closure Assessment Guidelines as part of UST closure activities; since the UST contents are reportedly unknown, potential petroleum constituents as identified in IDEM's R2 will include:
 - Volatile Organic Compounds (VOCs) via Test Method 8260, including lead scavengers,
 - Polynuclear Aromatic Hydrocarbons (PAHs) via Test Method 8270SIM and
 - Lead via Test Method 6010B
- Backfill of excavation area with granular fill material, topped with approximately four (4) inches of crushed stone;
- Oxygen Releasing Compound (ORC) application to base of excavation area or injections into the subsurface (1,500 pounds), as approved by the Indiana Brownfield Program Project Manager;
- UST Closure/Completion Report will be submitted to IBP and the IDEM UST Section; the report will follow IDEM RCG UST Closure Guidelines as well as the Remediation Program Guide;
- Sampling Analysis Plan (SAP)-following UST and over-excavation activities, an SAP will be submitted prior to the initiation of any subsurface investigation activities. The SAP will identify where soil and groundwater samples will be collected and provide specific methods and equipment used to collect and handle samples in the field. Additionally, the SAP will identify the appropriate field and laboratory methods for each sample;
- Installation of up to seven (7) soil borings and/or temporary wells post excavation activities via direct push technology and continuously sampled to a depth of 30 feet below ground surface (bgs). Two (2) soil samples and one (1) groundwater sample will be collected at each boring location along with appropriate QA/QC samples. Soil and groundwater samples will be analyzed using the constituent list and analytical methods identified above;
- Installation of up to three (3) soil gas and/or sub slab vapor samples for VOC analysis in preferential pathway areas;
- The Phase II Site assessment findings will be reported to the Indiana Brownfield Program Project Manager as soon as available via tables, figures and laboratory report and prior to documentation in a *Phase II ESA Report*;
- Installation of up to seven (7), 2-inch diameter monitoring wells (MW-1 through MW-15) post-excavation activities, if required for long-term monitoring. The monitoring wells will be screened in the first aquifer encountered and constructed of Schedule 40 flush-threaded PVC with 10-feet of 0.010-inch factory slotted screen surrounded with washed quartz sand and capped with two (2) feet of bentonite to prohibit infiltration of surface water into the well. Depending on Site findings and locations of the wells, it may be appropriate for the wells to be blank drilled. The monitoring wells will be installed and developed by certified well installation contractor, SCS Drilling of Fort Wayne, Indiana. Soil cuttings will be properly contained in 55-gallon drums and disposed of within 30 days of well installation activities;
- Upon installation of the new monitoring well network, the wells will be surveyed with GPS to determine groundwater depth and direction;
- Quarterly low-flow sampling events per IDEM guidelines will be conducted for two (2) years with submission of *Quarterly Monitoring Reports* (QMRs). Groundwater samples will be analyzed for the constituents and methods identified above. The QMRs will contain information pursuant to State Form 56087 and IDEM's R2, and;

- Monitoring well abandonment activities will occur after receiving IDEM's No Further Action (NFA) designation. Well abandonment documentation will be submitted to the Indiana Brownfield Program and Indiana Department of Natural Resources (IDNR).

The above SOW items are provided in the Cost Analysis Spreadsheet in **Attachment A**.

Scope of Work Assumptions

The Cost Analysis Spreadsheet included in **Attachment A** was prepared using the following assumptions:

- Per ton disposal rate for petroleum contaminated soil assumes that the landfill will approve it for alternate daily cover;
- Assumption that the property contains the following: four (4) 1,000-gallon USTs (contents unknown).
- Groundwater samples from monitoring wells will be collected using low-flow sampling techniques, monitored natural attenuation parameters (oxygen, oxygen reduction potential, temperature, specific conductance and pH) will be recorded and included in quarterly monitoring reports;
- Soil and groundwater samples will be submitted to a laboratory for analysis of VOCs using Method 8260, PAHs using Method 8270SIM and Total Lead using Method 6010B, per the IDEM RCG;
- QA/QC samples include: one (1) duplicate, for each analyte per 20 samples. In addition, one (1) trip blank for VOCs and Lead Scavengers;
- Site characterization and contaminant plume delineation will be achieved with the SOW provided in the Memorandum.

Green Assessment Strategies

SESCO recognizes that conducting site investigations and remediations using green strategies can result in a quantitatively greener project by consuming fewer resources and by producing lower emissions and wastes. SESO's integration of green and sustainable practices into site investigations and remediations outlined above will be implemented using the following approaches:

- Utilization of a local subcontractor, PEI Maintenance, for excavation and transportation activities to minimize travel
- Utilization of a local landfill, Sycamore Ridge Landfill for soil disposal
- Collect data to understand risks associated with onsite treatment and containment of contaminated media
- Identify methods to minimize generation of wastes
- Use portable field analysis approaches and technologies to complete site characterization without multiple mobilizations
- Identify recycling options for materials generated during site investigation and remediation
- Identify methods that minimize impacts to ecosystem
- Develop and refine site conceptual site model to identify all exposure pathways
- Design field studies to minimize travel/number of trips to site
- Create key contacts list to facilitate communications/ notifications
- Identify habitat restoration and other site reuse options for site
- Use field screening technologies to reduce mobilization and off-site sample shipping
- Identify potential incentives for property redevelopment

Deliverables

The following deliverables are anticipated for this project:

- Work Plan/HASP;
- UST Closure/Completion Report;
- SAP (if necessary);
- Quarterly/Final Monitoring Reports (if necessary); and
- Well abandonment notifications to IDEM and IDNR.

Project Timeline

Below is an estimated schedule for completing the above tasks as specified in the Memorandum:

Work Plan/HASP due	July 18, 2024
UST Removal/Remediation Field Work Initiated	August 5, 2024
UST Closure Report due	October 4, 2024
Phase II ESA due	November 4, 2024
Quarterly Groundwater Monitoring Initiated	December 19, 2024
Final Quarterly Report and invoice due	December 18, 2026

SESCO agrees with the task deadlines as presented. SESCO understands that work shall not begin until a contract is fully executed by all parties and we receive a notice to proceed from the IDEM.

Should you have any comments, questions, or concerns regarding this scope of work and cost estimate, please contact Carla Gill at (317) 519-0792 or carla@sescogroup.com. SESCO can begin scheduling your work upon authorization to proceed.

Sincerely
SESCO Group,



Carla J. Gill, CHMM #13243
Director of Remediation Services

ATTACHMENT A

Cost Analysis Spreadsheet

BID PROPOSAL FOR ENVIRONMENTAL ASSESSMENT AND REMEDIATION SERVICES; Clinton Ford 259 & 301 Elm Street, Clinton, IN (Vermillion Co.) BFD Site # 4190509					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)									\$ 9,395.00											
A. Staff Hours (list hours for each staff separately for this Category)									\$ 1,940.00											\$ 1,940.00
Senior Project Manager	1	hr	\$ 100.00																	
Project Manager	8		\$ 90.00																	
Field Technician	16		\$ 70.00																	
			\$ -																	
			\$ -																	
B. Materials and Equipment (list each separately for this Category)									\$ 60.00											\$ 60.00
PID	1	day	\$ 20.00																	
Sampling Supplies/Decon Supplies	1	day	\$ 40.00																	
			\$ -																	
			\$ -																	
			\$ -																	
			\$ -																	
			\$ -																	
			\$ -																	
C. Travel (reimbursed at state rates)									\$ 82.00											\$ 82.00
Mileage	200	mi	\$ 0.41																	
		night																		
D. Subcontractors (list all subcontractors separately for this Category)									\$ 7,313.00											\$ 7,313.00
SCS Drilling- seven (7) soil borings to 30'	1	LS	\$ 4,576.00																	
Envision Lab (VOCs, Lead, PAHs)	1	LS	\$ 2,737.00																	
			\$ -																	
			\$ -																	
III. Category - Remediation, UST/AST/Hydraulic Lift Removal (Field Phase)									\$ 170,194.00											
A. Staff Hours (list hours for each staff separately for this Category)									\$ 6,500.00											\$ 6,500.00
Senior Project Manager	4	hr	\$ 100.00																	
Project Manager	25		\$ 90.00																	
Field Technician	55		\$ 70.00																	
			\$ -																	
			\$ -																	
			\$ -																	
B. Materials and Equipment (list each separately for this Category)									\$ 180.00											\$ 180.00
PID	3	day	\$ 20.00																	
Sampling Supplies/Decon Supplies	3	day	\$ 40.00																	
			\$ -																	
			\$ -																	
			\$ -																	
			\$ -																	
			\$ -																	
C. Travel (reimbursed at state rates)									\$ 246.00											\$ 246.00
Mileage	600	mi	\$ 0.41																	
Hotel		night																		
D. Subcontractors (list all subcontractors separately for this Category)									\$ 163,268.00											\$ 163,268.00
Sycamore Ridge Landfill	1500	Tons	\$ 49.18																	
PEI Maintenance	1	LS	\$ 75,890.00																	
Envision Lab (VOCs, Lead, PAHs)	1	LS	\$ 2,618.00																	
Tersus (ORC)	1	LS	\$ 10,000.00																	
American Locating	1	LS	\$ 990.00																	
			\$ -																	
			\$ -																	
			\$ -																	

BID PROPOSAL FOR ENVIRONMENTAL ASSESSMENT AND REMEDIATION SERVICES; Clinton Ford 259 & 301 Elm Street, Clinton, IN (Vermillion Co.) BFD Site # 4190509					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) All 8 Quarters									\$ 37,332.00											
A. Staff Hours (list hours for each staff separately for this Category)								\$ 11,680.00												\$ 11,680.00
Senior Project Manager	4	hr	\$ 100.00																	
Project Manager	32		\$ 90.00																	
Field Technician	120		\$ 70.00																	
			\$ -																	
B. Materials and Equipment (list each separately for this Category)								\$ 380.00												\$ 380.00
Survey	1	Day	\$ 20.00																	
Sampling Supplies/Decon	8	Day	\$ 40.00																	
GPS	1	Day	\$ 40.00																	
			\$ -																	
			\$ -																	
			\$ -																	
			\$ -																	
			\$ -																	
C. Travel (reimbursed at state rates)								\$ 656.00												\$ 656.00
Mileage	1600	mi	\$ 0.41																	
Hotel		night																		
D. Subcontractors (list all subcontractors separately for this Category)								\$ 24,616.00												\$ 24,616.00
SCS Drilling- seven (7) GW monitoring wells, three (3) soil gas wells	1	LS	\$ 14,060.00																	
ENVision Lab (VOCs, Lead, PAHs)	1	LS	\$ 8,056.00																	
Drum Disposal	10		\$ 250.00																	
V. Category - Other								\$ 3,800.00												\$ 3,800.00
Well Abandonment (monitoring wells)- SCS Contracting							\$ 3,800.00													\$ 3,800.00
							\$ -													\$ -
							\$ -													\$ -
							\$ -													\$ -
							\$ -													\$ -
VI. Category - Reporting								\$ 21,770.00												\$ 21,770.00
A. Health and Safety Plan							\$ 550.00													\$ 550.00
B. Sampling and Analysis Plan							\$ 970.00													\$ 970.00
C. QAPP																				#REF!
D. Phase II Report- Initial Site Investigation Report							\$ 5,500.00													\$ -
E. Remediation Work Plan/Corrective Action Plan							\$ -													\$ -
F. UST Closure Report							\$ 2,750.00													\$ 2,750.00
G. Remediation Completion Report							\$ -													\$ -
H. Groundwater Monitoring Report (Final and Quarterly)							\$ 12,000.00													\$ 12,000.00
TOTAL								\$ 242,491.00		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 242,491.00
Change Order #1								\$ -												\$ -
Change Order #2								\$ -												\$ -
Change Order #3								\$ -												\$ -
Change Order #4								\$ -												\$ -
Change Order #5								\$ -												\$ -
Revised TOTAL								\$ 242,491.00		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 242,491.00
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
PETROLEUM ORPHAN SITES INITIATIVE**

This Site Access Agreement ("Agreement") is made by and between JACKSON FAMILY LIMITED PARTNERSHIP ("Owner"), the Indiana Brownfields Program ("Program"), and SESCO Group, Inc. ("Consultant") regarding the Owner's property located at 259 + 30 Elm St., CLINTON, IN ("Site"), with Parcel Identification Number, 83-13-15-310-023.000-002 Brownfields Site Identification Number 4190509. The Program requests permission for the Consultant to 83-13-15-310-025.000-002 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. The granting of this permission by the Owner is not intended, nor should it be construed, as an admission of liability on the part of the Owner or the Owner's successors and assigns for any contamination discovered on the Site.

5. Authorized Parties may enter the Site during normal business hours and may also make special arrangements to enter the Site at other times after agreement from the Owner.

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

7. Neither the State nor the IFA is providing any indemnification, either jointly or severally, to the Owner, the

Consultant or its agents, assigns or designees.

8. The Program will supply to Owner all information derived from the environmental investigation 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.

9. In exercising its access privileges, Authorized Parties will take reasonable steps not to interfere with the Owner's operations on the Site.

10. Authorized Parties will give notice to the Owner at least one (1) week in advance of the start of field activities on the Site.

11. Owner ensures that Owner and any/all Site operators will give Authorized Parties access to the entire Site for the purposes set forth in this Agreement.

12. Any party to this Agreement may terminate this Agreement by giving two (2) months advanced written notice, or all parties may terminate the Agreement at any time by written agreement.

13. This Agreement shall expire upon the Program's issuance of a No Further Action letter to the Owner indicating completion of project activities under the POSI grant award.

14. Copies of this Agreement may be executed separately by the parties, and once executed by the parties to this Agreement, all such copies taken together shall constitute a single contract. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original for all purposes.

Mark Jackson / JFLP

Conda S. Jackson

_____, Site Owner

Witness

3-18-24

3-18-24

Date

Date

Site Owner's Telephone Number: (217) 254-4641

Site Owner's Mailing Address (if other than Site address): 1320 W JACKSON ST.

SULLIVAN, IL. 61951

For the benefit of (Insert consulting firm's name):
SESCO Group, Inc.

Carl J. Still

6/28/2024

Consulting firm's signature

Date

Accepted by the Indiana Brownfields Program by:

Sara Westrick Corbin
Sara Westrick Corbin

6/25/2024

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

**EXHIBIT B
SPECIAL CONDITIONS**

In addition to the terms and conditions set forth herein, the parties agree to abide by the following special conditions:

Notice to Parties.

Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following addresses:

Notices to the Authority: Sara Westrick Corbin
 Financial Resources Coordinator
 Indiana Brownfields Program
 100 North Senate Avenue, Room 1275
 Indianapolis, Indiana 46204
 SCorbin1@ifa.in.gov

Notices to Consultant: Carla Gill, CHMM
 Director of Remediation Services
 SESCO Group, Inc.
 5254 East 65th Street
 Indianapolis, Indiana 46220
 carla@sescogroup.com

Key Person(s).

In addition to the terms specified in this contract, the Key person(s) to this Contract are:

Licensed Professional Geologist: Timothy Bannister

Professional Engineer: Kim Jurczak

Environmental Professional: Carla Gill

EXHIBIT C
DISBURSEMENT GUIDELINES



Financial Assistance Disbursement Guidelines State Funding

August 2018

General

The policies in these *Disbursement Guidelines (Guidelines)* apply to Brownfields State-funded projects administered by the Indiana Finance Authority (Authority) through the Indiana Brownfields Program (Program). State funding includes Low-Interest Loans (LIL), Phase I Environmental Site Assessments (Phase I ESAs), and the Petroleum Orphan Site Initiative (POSI). The Program also awards financial assistance for Supplemental Environmental Projects (SEPs) on a brownfield that are funded with settlement proceeds from environmental enforcement cases.

The following general items apply to all disbursements subject to these *Guidelines*:

- All funding recipients are required to execute a Financial Assistance Agreement (Agreement) with the Authority.
- Funds are not retroactive. However, certain costs for low-interest loans that are incurred by recipients prior to a loan closing are eligible with Program approval. Examples include closing costs (i.e., legal and/or financial advisor fees), Health & Safety Plan and Remediation Work Plan preparation costs.
- All activities to be funded must receive Program approval prior to implementation.
- Requests for payment should not be submitted until the applicable funding conditions, if any, have been satisfied.
- Payment will be made only to reimburse expenses related to activities approved by the Program and included in the Agreement. **Invoices and back up documentation are required.**
- Recipients must follow Indiana Code (IC) 5-16-11.1 and IC 36-1-12, as applicable, when procuring services to be reimbursed with or paid for using State funds. Additional information about this requirement can be found in the *Guidance on Competitive Bidding*. By signing each Disbursement Request Form (described below), a recipient will be affirming that the invoiced services submitted for reimbursement were bid pursuant to Indiana law.
- All invoices must be submitted to the Program for processing no later than three (3) months after the issuance of a Comment Letter, a Site Status Letter, a No Further Action Letter, or other activity completion documentation issued by the Program. Any invoices submitted for payment after that date will not be accepted.

Eligible Costs

State or SEP funding may be approved for site assessment and/or remediation (and related) activities. Eligible costs depend on the financial incentive under which the state funding has been awarded. The following costs are eligible under the particular financial incentive indicated:

Petroleum Orphan Site Initiative:

- Phase II environmental site assessment
- Underground storage tank (UST) removal
- Removal of piping associated with USTs
- Removal of drums, barrels, tanks or other bulk containers that contain or may contain petroleum, pollutants or contaminants
- Removal of source materials, including free product recovery
- Preparation of a Remediation Work Plan
- Excavation, consolidation, or removal of contaminated soils
- Installing, monitoring and maintaining soil, ground water and/or vapor remediation systems

Phase I Environmental Site Assessments:

- An ASTM E1527-13-compliant Phase I environmental site assessment and report

Low-interest Loan and Supplemental Environmental Projects:

- Property acquisition (LIL only)
- Inventory/survey of brownfield sites (SEP only)
- Phase I and Phase II environmental site assessment
- Preparation of a Remediation Work Plan
- Removal of drums, barrels, tanks, or other bulk containers that contain or may contain hazardous substances, pollutants, or contaminants, including petroleum.
- Soil and ground water remediation activities
- Installation of fences, warning signs, or other security or site control precautions
- Installation of drainage controls
- Stabilization of berms, dikes, or impoundments; or drainage or closing of lagoons
- Demolition and disposal of structures (for LIL, only if performed in conjunction with Program-approved remediation activities)
- Asbestos and/or lead-based paint survey and/or abatement (for LIL, only if performed in conjunction with Program-approved remediation activities)
- Costs associated with fees of legal and/or financial advisors related to closing an LIL Loan.
- Voluntary Remediation Program ("VRP") administrative expenses (i.e., VRP application fee, oversight fees, etc.)(LIL only)

Other:

The Program, in its discretion and upon Authority Board approval, may award project-specific financial assistance outside of an established financial incentive. Eligible costs may include any of the above-listed costs.

Other important items related to eligible expenses include:

- Maximum "mark up" on all subcontractor work, rental equipment, materials, etc. is 10%.
- Travel and lodging costs will be paid in accordance with state policy and rates. The current policy and applicable rates can be found online at the following link: <https://www.in.gov/idoa/2459.htm>
- Some costs that are incurred prior to a low-interest loan closing may be eligible for payment/reimbursement if approved by the Program. Examples include closing costs (i.e., legal and/or financial advisor fees) and Remediation Work Plan preparation costs.
- Unless otherwise specified, funds will only reimburse costs to generate and transmit environmental reports to the Brownfields Program, IDEM, and the property owner (one hard copy and one electronic copy each).
- Reports should be printed in black and white only.
- A maximum of 5% of a funding award may be used to reimburse professional service fees not accounted for in the scope of work. These may include (but are not limited to) the following: planning/site meetings and coordination with Brownfields Program staff. These tasks must be related to the site/project that is the subject of the funding award and cannot be used for general marketing or community outreach activities. Any site-specific, pre-bid submittal professional services costs for which reimbursement is sought

should be categorized as such and included in the consultant's bid. Detailed accounting of these costs will be required prior to payment.

Ineligible Costs

The following costs are ineligible for payment/reimbursement unless **approved in writing by the Brownfields Program before they are incurred**:

- Costs incurred prior to final execution of a Professional Services Contract, a site-specific Project Amendment, or financial assistance agreement; approval of scope of work; or before receipt of notice to proceed from the Program.
- Expenses outside or in excess of the approved scope of work.
- Costs incurred as a result of unapproved changes to the approved scope of work.
- Per diem and/or meal allowance or reimbursement.
- Certain site restoration costs, including new concrete or asphalt, reseeding of grassy areas, etc.
- Overnight, courier, or other express delivery of reports or correspondence to the Program unless the Program requests expedited delivery. Regular mail delivery is sufficient.
- Report generation and transmittal to a recipient other than the Program, IDEM or the property owner.
- Reports printed in color. Only black and white copies will be accepted.
- Costs incurred while performing field work for which Brownfields Program project managers have not been provided adequate notice (at least 2 weeks prior to planned field activities or phone call within 12 hours of discovery of emergency condition).
- Ordinary operating expenses of the recipient.
- Ordinary site maintenance.
- Construction, demolition, and development activities that are not cleanup actions (e.g., marketing of property or construction of a new non-cleanup facility).
- Cleanup costs of a naturally occurring substance below background levels; products that are part of the structure and result in exposure *within* residential, business or community structures (e.g., interior lead-based paint or asbestos contamination which results in indoor exposure); or, public or private drinking water supplies that have deteriorated through ordinary use, except as determined on a site-by-site basis and approved by the Program
- Monitoring and data collection necessary to apply for, or comply with, environmental permits under other federal and State laws, unless such a permit is required as a component of the cleanup action
- Support of job training
- Lobbying efforts
- Direct administrative costs

Payments will be made in arrears following invoice submittal and approval. All reimbursements will be made for items/charges at the unit rates included in the approved scope of work. A Program representative must provide advance approval of any changes to an approved scope of work/work plan, including changes that result in modifications to the approved budget (see Disbursement Request Form for more information). If an activity is performed under budget or below the approved amount, the difference may not be used for other activities or in other categories unless approved in advance.

Process

Requests for payment must be submitted using the Cost Analysis Spreadsheet/ Sample Form attached to these *Guidelines* as pages 7 and 8. An electronic version is available at <http://www.brownfields.in.gov>. The Cost Analysis Spreadsheet/Sample Form must be accompanied by all required supporting documentation and a completed Disbursement Request Form. **The Brownfields Program reserves the right to request additional information about any payment request.**

Invoice Information, Required Supporting Documentation

- Invoices should contain a detailed explanation of the work performed. They should identify the nature of the service(s) and/or material(s) provided, the amount charged for the service(s) and/or material(s), the identity of the provider(s), and the date(s) on which the service(s) and/or material(s) were provided.
- Required supporting documentation includes the following: copies of timesheets for each staff person working on the project during the invoice period or a system-generated report that identifies each staff person's name, the amount of and date on which time was charged to the project, the activity conducted, and the hourly rate; copies of receipts for any materials or items purchased (monitoring well locks, ice for samples, etc.); subcontractor invoices; hotel receipts; copies of equipment and mileage logs; etc.
- Copy(ies) of written approval(s) for any changes to approved scopes of work/Remediation Work Plan should be included with invoices for payment.
- An executed Disbursement Request Form (an electronic version is available at <http://www.brownfields.in.gov>) should also be included with each payment request.

Payment Processing

- If the project is SEP or LIL-funded, the consultant should first submit all paperwork to the funding recipient for approval. The recipient should review the invoice package for accuracy and eligibility before signing the Disbursement Request Form and sending to the Program for payment. If the project is POSI or Phase I ESA-funded, the consultant will submit the invoice package directly to the Program.
- All requests for payment sent to the Program for processing must be accompanied by an executed Disbursement Request Form found on page 9 of these *Guidelines* (an electronic version is available at <http://www.brownfields.in.gov>).
- The Program will review the payment package and follow up on any discrepancies, missing documentation, etc. The Program must have a complete package prior to issuing payment.
- Payment will be triggered by the satisfactory completion of the activities outlined in the payment request. Payment for report generation and submittal will follow the Program's review and approval of the report. The final payment for a project will be transmitted after the issuance of a Project Status Letter, Site Status Letter, No Further Action Letter, or some other completion documentation issued by the Program, if applicable to the type of financial assistance awarded.
- After invoice review and approval, an electronic payment to the funding recipient, the consultant, or the contractor (as directed on the Disbursement Request Form) will be processed by the Program. In order for you to receive payment, please confirm that the electronic payment information included on the Disbursement Request Form is current and correct.

Forms

The following is a list of applicable forms for State-funded projects:

- Cost Analysis Spreadsheet/ Sample Form (pages 7-8; electronic copy at <http://www.brownfields.in.gov>)
- Disbursement Request Form (page 9; electronic copy at <http://www.brownfields.in.gov>)

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)														
A. Staff Hours (list hours for each staff separately for this Category)														
	hr	\$ -	\$ -	\$ -										\$ -
		\$ -												\$ -
		\$ -												
		\$ -												
B. Materials and Equipment (list each separately for this Category)														
		\$ -	\$ -											\$ -
		\$ -												
		\$ -												
		\$ -												
		\$ -												
		\$ -												
		\$ -												
C. Travel (reimbursed at state rates)														
	mi	\$ 0.38	\$ -											\$ -
	night	\$ -												\$ -
D. Subcontractors (list all subcontractors separately for this Category)														
		\$ -	\$ -											\$ -
		\$ -												
		\$ -												
		\$ -												
		\$ -												
		\$ -												
		\$ -												
		\$ -												
III. Category - Remediation, UST/AS/ 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)														
		\$ -	\$ -											\$ -
		\$ -												
		\$ -												
		\$ -												
		\$ -												
		\$ -												
		\$ -												
		\$ -												
		\$ -												
C. Travel (reimbursed at state rates)														
	mi	\$ 0.38	\$ -											\$ -
	night	\$ -												\$ -
D. Subcontractors (list all subcontractors separately for this Category)														
		\$ -	\$ -											\$ -
		\$ -												
		\$ -												
		\$ -												
		\$ -												
		\$ -												
		\$ -												
		\$ -												

IV. Category - Monitoring Well Install/Quarterly Monitoring (Field Phase)	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
A. Staff Hours (list hours for each staff separately for this Category)		hr	\$ -	\$ -	\$ -										\$ -
B. Materials and Equipment (list each separately for this Category)			\$ -	\$ -	\$ -										\$ -
C. Travel (reimbursed at state rates)		mi	\$ 0.38	\$ -	\$ -										\$ -
Mileage		mi	\$ -	\$ -	\$ -										\$ -
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				\$ -	\$ -										\$ -
A. Health and Safety Plan				\$ -	\$ -										\$ -
B. Sampling and Analysis Plan				\$ -	\$ -										\$ -
C. QAPP				\$ -	\$ -										\$ -
D. Phase II Report				\$ -	\$ -										\$ -
E. Remediation Work Plan/Corrective Action Plan				\$ -	\$ -										\$ -
F. UST Closure Report				\$ -	\$ -										\$ -
G. Remediation Completion Report				\$ -	\$ -										\$ -
H. Groundwater Monitoring Report (Final and Quarterly)				\$ -	\$ -										\$ -
TOTAL				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Change Order #1				\$ -	\$ -										\$ -
Change Order #2				\$ -	\$ -										\$ -
Change Order #3				\$ -	\$ -										\$ -
Change Order #4				\$ -	\$ -										\$ -
Change Order #5				\$ -	\$ -										\$ -
Revised TOTAL				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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.															

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

EXHIBIT D
BROWNFIELDS PROJECT ROI SURVEY FORM



Brownfields Project Return on Investment (ROI) Survey

Indiana Finance Authority

Site Name:				Brownfields Site Number:				
Address:	City				Zip Code			
Instructions		<i>If using Adobe to open the Survey, hover over answer fields and info icons for field-specific instructions. If using a web browser, see the Brownfields Survey Instruction Sheet for assistance. Any fields that do not apply to this Site may be left blank.</i>						
1. Site Status	No	Yes	Date	Describe current status of Site, including redevelopment details, plans, and/or progress.				
a. Remediation Required?			NA					
b. Remediation Complete?								
2. Redevelopment Status	Planned	In Progress	Completed	Date that redevelopment was either completed or is anticipated to be complete.				
Mark field that applies								
Size of Site (acreage)								
3. Funds Leveraged	Public Sources (\$) Non IBP	Description (Local, State, Federal)	Private Sources (\$)	Description (Owner/Developer, Insurance Recovery)	Additional Funding Details			
a. Actual Amount								
b. Projected Amount								
4. Jobs	# of Jobs	5. Assessed Value and Taxes		Assessed Property Value (\$)	Assessed Property Taxes (\$)			
a. Permanent created		a. Pre-Redevelopment Total						
b. Temporary created		b. Current Total						
c. Retained		c. Projected Total						
d. Projected								
6. Business: #/Type	# of Businesses	Commercial	Industrial	Mixed Use	Description			
a. Created								
b. Retained								
c. Projected								
7. Housing Units: #/Type	# of Housing Units	Single-Family	Multi-Family	Describe the housing type and community, if applicable.				
a. Created								
b. Retained								
c. Projected								
8. Greenspace Development	Parks	Trails	Other (Specify)	Total Acres (if applicable)	Total Miles (if applicable)			
a. Created								
b. Retained								
c. Projected								
9. Green Reuse / Sustainability	Building/ Materials Reuse	Alternative/Low Energy	Sustainable Development	Other (Specify)				
Mark all fields that apply.								
10. Community Information (Govt. Officials Only)		Estimate the # of brownfields in the community's jurisdiction:						
		Does the community maintain a brownfield inventory?						
11. Respondent Information		Name		Title				
		Organization			Phone Number			
		Email			Date Completed			

Return this form to:
INDIANA BROWNFIELDS PROGRAM
 100 N. Senate Avenue, Room 1275
 Indianapolis, IN 46204

If you have questions, please contact:
 Tracy Concannon
 Phone: (317) 233-2801
 Or email to: tconcann@ifa.in.gov

Rev. June 2023