

PROFESSIONAL SERVICES CONTRACT

This Contract ("Contract"), entered into by and between the Indiana Finance Authority ("Authority") and SES Environmental ("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.

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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.

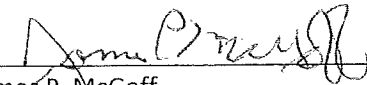
"Consultant"

"Authority"

SES ENVIRONMENTAL

INDIANA FINANCE AUTHORITY

By 

By 
James P. McGoff,
Director of Environmental Programs

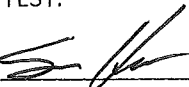
CHERYL RYAN, VP of Bus Oper.
PRINTED NAME, TITLE

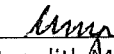
6/26/2024
DATE

7/1/2024
DATE

ATTEST:

ATTEST:

By 

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

SEAN HOFHERZ Senior Pm
PRINTED NAME, TITLE

6/26/2024
DATE

7/1/2024
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

Mr. Glen Howard
Senior Project Manager
SES Environmental
3807 Transportation Drive
Fort Wayne, Indiana 46818

Re: Environmental Assessment, UST Removal, and
Remediation
Fulton Police Station
7413 Liberty Avenue
Fulton, Fulton County, Indiana
Brownfield Site #4240410
SES – POSI Project Amendment #1

Dear Glen:

The Indiana Brownfields Program (Program) is in receipt of SES Environmental's (SES) 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 Fulton Police Station in Fulton, 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](#), SES will perform the following tasks:

- Task A:** Complete a Phase I Environmental Site Assessment (Phase I ESA) according to the American Society of Testing and Materials (ASTM) 1527-21 and All Appropriate Inquiry (AAI) standards and a geophysical survey
- Task B:** Complete a Site-specific Remediation Work Plan (RWP), Health & Safety Plan (HASP), and Sampling and Analysis Plan (SAP)
- Task C:** Conduct UST Removal and Remediation Activities
- Task D:** Conduct Phase II Subsurface Investigation Activities
- Task E:** Conduct Soil Gas and/or Vapor Sampling Activities (if required)
- Task F:** Conduct Quarterly Groundwater Monitoring Events (if required)
- Task G:** Complete and Submit All Necessary Reports

Site Access

SES 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 26, 2024: Phase I ESA and geophysical survey completed and Phase I ESA Report submitted to the Program
- July 26, 2024: RWP, HASP, and SAP due
- August 5, 2024: UST removal and remediation field work initiated
- August 19, 2024: Subsurface investigation activities initiated
- September 27, 2024: UST Closure Report submitted to the Program
- October 25, 2024: Subsurface Investigation Report submitted to the Program
- December 9, 2024: Quarterly groundwater monitoring initiated (if required)
- December 31, 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. SES 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 SES's signed acknowledgment on the Project Amendment, invoicing can begin according to the following proposed payment schedule:

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

Modifications to the above schedule shall be discussed with the Program's Project Manager for the Site, Lori Bebinger, and are subject to approval by the Program. Invoicing for this project will be in accordance with the above-listed payment milestones. The Program's *Financial Assistance Disbursement Guidelines – State Funding* (August 2018) (Disbursement Guidelines) will apply to invoicing for this project. The guidelines are attached to your firm's contract as Exhibit C and can also be found on the Program's web site at: www.brownfields.in.gov. Requests for payment should be submitted

using the Disbursement Request Form attached hereto as Attachment C and should be accompanied by all required supporting documentation. As there is no grant recipient for this project, the form may be submitted directly to the Program's Project Manager for the Site. Following invoice approval by the Program's Project Manager, payment will be made directly by the Program to SES.

PROJECT AMENDMENT #1

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

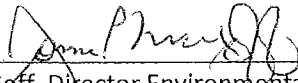
Project Name: Fulton Police Station
7413 Liberty Avenue
Fulton, Fulton County, Indiana
Brownfield Site #4240410

Proposed Budget: \$215,692

SES will perform the Scope of Work described above and in Attachment A for a total project cost of \$215,692. 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 SES'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.



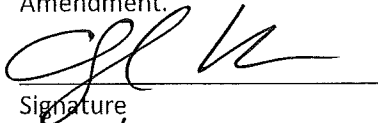
James P. McGoff, Director Environmental Programs
Indiana Finance Authority

6/26/2024

Date

ACKNOWLEDGED BY: SES Environmental

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



Signature

CHERYL RYAN, VP OF BUS. OPER.

Print Name & Title

7/1/2024

Date

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

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

Attachment A
Approved Proposal & Scope of Work



Sean Hofherr
Senior Project Manager
3807 Transportation Drive
Fort Wayne, IN 46818
Phone: 260/497-7645
Fax: 260/497-7645
g.howard@sesadvantage.com

June 18, 2024

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

*Ref: Proposal for Environmental Assessment and Remediation Services
Fulton Police Station
(State Parcel 25-11-90-263-001.000-005)
7413 Liberty Avenue
Fulton, Fulton County, Indiana 46931
BFD #4240410*

Dear Ms. Bebinger:

This letter serves as a proposal and our statement of interest to provide environmental services at the referenced site in accordance with your *Bid Proposal for Environmental Assessment And Remediation Services* dated June 7, 2024. SES understands the overall objective of this project is to complete environmental assessment and remediation activities on the subject property for its intended future commercial use and to achieve a No Further Action (NFA) designation.

SES also understands a Phase I Assessment with initial geophysical survey is required, followed by removal of up to three USTs, up to 1,500 tons of contaminated soil, and up to 1,500 gallons of petroleum liquid/sludge. If necessary, subsurface investigation (4 borings) is to be conducted to delineate soil and/or groundwater impact. Groundwater monitor wells are to be installed at up to four locations identified during the subsurface investigation and a quarterly groundwater monitoring program is to be initiated. Lastly, vapor sampling (up to three soil gas or indoor air/sub slab, and two conduit vapor samples, if appropriate) may be initiated at time of monitor well installs to delineate and identify volatile chemicals.

Initial Assessment

Geophysical

Prior to initiating site work, SES will arrange for public and municipal underground utilities to be identified. In addition, a geophysical survey will be conducted via real time scanning for abandoned USTs at the property. Prism Geolmaging, Inc. recommends EM61 metal detection mapping followed by ground penetrating radar (GPR) scanning of any possible UST anomalies. EM61 is a time-domain electromagnetic pulse-induction metal detector manufactured by Geonics Ltd in Mississauga Ontario Canada. It is purpose built to detect USTs, buried drums, and similar ferrous metal objects. Geolmaging deliverables will be paint marks on the ground and a short letter report with figures summarizing the results and findings.



Profile Preparations

A representative soil sample and groundwater may be collected from the identified UST/excavation area(s) for waste characterization. The samples will be analyzed in accordance with criteria provided by the solid waste disposal facility chosen to receive the waste. However, SES anticipates only minimal waste analytical sampling and testing will be conducted, and we expect to claim the exemption of 40CFR 261.4(b)(10) – if petroleum impact is evident. Groundwater is expected to be at depths of approximately 18 feet.

If buried tanks and field evidence of petroleum is evident during sampling, a *Leaking UST Initial Incident Report* will be issued to LeakingUST@idem.in.gov. Furthermore, if shallow groundwater impact is apparent, SES will recommend application of ORC following soil excavation.

Phase I ESA Scope

The purpose of a Phase I ESA is to satisfy due diligence requirements by conducting all appropriate inquiry into the ownership and uses of the site consistent with good commercial and customary practice in general accordance with *ASTM Standard Practice for Environmental Site Assessments*.

SES personnel will gather readily available information concerning the following:

- Site use, description, and location
- Current ownership
- Use and condition of surrounding properties
- Review of government records
- Interviews with site owners/occupants, regulatory agencies, and persons knowledgeable of the site

Current and prior use of the property will be evaluated by reviewing the following information sources:

- Soil Conservation Service Maps
- Historical Sanborn Fire Insurance Maps, as available
- United States Geological Survey (USGS) Topographic Maps,
- Reasonably Obtainable Aerial Photographs
- City and Suburban Directories, as available
- Local and State Governmental Offices and Publications

Site use will be identified from the present back to the site's first developed use or back to 1940, whichever is earlier. Unless specifically requested by the Client, assessments for the presence of wetland areas will not be performed.

SES will review published federal and state agency and program records through a database search. These records will be searched for information related to on-site activities and to potential offsite sources of chemical and petroleum contamination in the vicinity of the site. SES will use ASTM-recommended search distances during the review of information from the following databases:

- Comprehensive Environmental Response, Compensation & Liability Information System (CERCLIS)
- CERCLIS No Further Remedial Action Planned (NFRAP) Facilities
- National Priorities List (NPL)
- Delisted NPL Sites List
- Resource Conservation & Recovery Act (RCRA) Corrective Action Report (CORRACTS)
- RCRA Non-CORRACTS & Associated Transfer, Storage, & Disposal (TSD) Facilities
- RCRA Small- & Large-Quantity Generators
- Federal Emergency Response Notification System (ERNS) & State Spills Lists



- Federal Institutional Control/Engineering Control Registries
- State & Tribal Registered Underground Storage Tanks (USTs)
- State & Tribal Leaking Underground Storage Tank Incident Reports (LUST)
- State & Tribal Equivalent NPL/CERCLIS Sites
- State & Tribal Voluntary Cleanup Sites
- State & Tribal Brownfield Sites
- State & Tribal Landfill and/or Solid Waste Disposal Site Lists
- State & Tribal Institutional Control/Engineering Control Registries
- State & Tribal Lists of Hazardous Waste Sites Identified for Investigation/Remediation

SES will, if necessary, engage a title professional to review reasonably ascertainable recorded land-title and lien records for environmental liens or activity and use limitations recorded against or relating to the site property.

If the user of the Phase I ESA is aware of any specialized knowledge or experience that is material to RECs in connection with the site, or if the user has actual knowledge of any environmental lien or activity or use limitations encumbering the site or in connection with the site, it is the user's responsibility to provide this information to SES prior to the site inspection for the ESA. SES also requests that the Client provide any previous environmental investigation reports, legal descriptions, site plans, or other information material to recognized environmental conditions on the site.

SES will conduct interviews by phone, in writing, or in person with the Client, owner, on-site representatives (as identified by the Client), representative site occupants, and local government officials, as appropriate and available, to obtain information concerning possible RECs on the site.

The Phase I report with geophysical results will be provided in portable document format (pdf) and issued via email to the IDEM Petroleum Section, Program, and applicant (Town of Fulton).

UST Removal and Remediation

SES understands costs to remove three 1,000-gallon USTs (contents unknown), excavate up to 1,500 tons of contaminated soil, and to remove up to 1,500 gallons of petroleum liquid/sludge should be included; but actual to be subject to results of initial assessment.

Work Plan/Health and Safety Plan/Preparations

A Work Plan will be prepared detailing methods and procedures to be utilized during UST and soil/product removal. Temporary chain link fencing around the construction site will be specified. A site-specific Health and Safety Plan will also be prepared. Both plans will be submitted for agency review and approval.

Removals

Removals will generally be conducted as follows:

1. Indiana 811 will be notified to mark underground utilities at the jobsite.
2. The USTs and associated product piping will be removed from the site (if approved by Program).
3. Tanks will be purged and cleaned by a certified contractor.
4. Recovered petroleum liquid/sludge will be contained, and disposed properly.
5. Soil sampling will be conducted in accordance with IDEM's *UST Closure Assessment Guidelines* and per IDEM's Risk-based Closure Guide (R2) analyzed for volatile organic compounds (VOCs), polycyclic aromatic hydrocarbons



(PAHs) and lead. Testing may be expanded to include analysis such as SVOCs, RCRA metals, and/or PCBs to further screen for contaminants based on Phase I ESA results and Program approval.

6. Petroleum impacted soil, not exceeding 1,500 tons, will be removed, and transported off-site under manifest to an approved disposal site. As previously noted, SES anticipates claiming the exemption of 40CFR 261.4(b)(10).
7. SES will continually monitor soil during excavation, and collect samples as needed to ensure the project is completed in accordance with work plan specifications.
8. Excavated/removed soil will be transported to a licensed solid waste-disposal facility. Waste manifests will be maintained for all off-site shipments.
9. At least one sample per 50 cubic yards of segregated material will be collected and submitted for VOCs, PAHs, and lead in accordance with SW 846 Methods 8260, 8270, and 6010, respectively. Soils with release-related chemicals at concentrations exceeding relevant remediation objectives should not be returned to the excavation.
10. Excavation extents will be dependent on PID readings, visual, and olfactory screening results.
11. SES will collect soil samples from exposed tank excavation sidewalls and bottom, as well as along product piping. One soil sample will be collected for each sidewall or every 20 feet. These soil samples will be collected from the vertical midpoint of the sidewall. At least two bottom samples will be collected beneath each UST (3 samples if UST is > 10,000 gallons in capacity).
12. In-field sample preservation for volatiles will be consistent with Method 5035A and will include the use of Terra Core® sampling devices. To minimize VOC loss, SES will collect subsamples from the soil core as quickly as possible, taking special care to limit exposure and disaggregation of the soil.
13. Samples will be placed in laboratory provided sample containers. Containers will be properly labeled, entered into chain-of-custody documentation, and placed into an ice-filled cooler for shipment to the laboratory.
14. All retained soil samples will be promptly delivered to a sub-contract laboratory for VOCs, PAHs, and lead. If requested by the Program, testing will be expanded to include analysis for SVOCs, RCRA 8 metals and/or PCBs to further assess any RECs identified in initial assessment.
15. A groundwater sample required for a complete UST closure assessment will be manually obtained from the excavation. Or a sample will be obtained during subsurface investigation detailed in the next section of this proposal (VOCs – 8260, PAHs -8270, and lead - 6010).
16. QA/QC samples consisting of field duplicates and MS/MSD samples will be retained per 20 samples. A level IV analytical data package will be requested from the laboratory.
17. Up to 1,500 pounds of Oxygen Releasing Compound (ORC) will either be applied at the base of the excavation area if initial assessment findings petroleum impacted groundwater. Please note that ORC for application at base of excavation must be ordered prior to initiating soil removal.
18. The excavations will be backfilled with granular soil/aggregate and topped with crushed stone (nominal 4 inches). The aggregate will not be density tested for compaction and screening for contaminants in the aggregates will not be conducted. SES understands that cohesive backfill material (e.g., clays, silty clays) will require confirmation sampling.
19. Level D personnel protective equipment will be required for all on-site work tasks.
20. Photos will be taken documenting the UST Closure and Removal activities and included in the UST Closure Report.

Following all removals and ORC application activities, an UST Closure Report will be prepared in general accordance with IDEM UST Closure Assessment Guidelines and Risk-based Closure Guide. The report will be provided to IDEM, Program and electronically to the owner/applicant. SES understands all data should be submitted electronically to olqdata@idem.in.gov.



Subsurface Assessment

A Sampling and Analysis Plan (SAP) will be prepared detailing methods and procedures to be utilized to assess soil and groundwater conditions. Sampling will generally be conducted as follows:

1. Indiana 811 will be notified to mark underground utilities at the jobsite. Utility locating at offsite areas may also be required.
2. Based on removals, up to four borings will be advanced using direct-push probing methods.
3. Borings will extend to depths of approximately 20 feet, groundwater, or refusal.
4. All soil samples will be visually inspected in the field by a SES geologist and classified according to color, texture, and relative moisture content in accordance with ASTM Standard D 2488.
5. A portion of each sample interval will be equally divided and placed in a plastic container for headspace analysis using a PID instrument.
6. Two soil samples will be retained from each proposed boring for laboratory testing. By convention, the interval exhibiting the highest PID response will be retained for testing as well as a lower interval that does not exhibit field evidence of impact.
7. In-field sample preservation for volatiles will be consistent with Method 5035A and will include the use of Terra Core® sampling devices. To minimize VOC loss, SES will collect subsamples from the soil core as quickly as possible, taking special care to limit exposure and disaggregation of the soil.
8. Each sample interval will be labeled and placed in a cooler containing ice pending transport to the laboratory. Chain-of-custody documentation will be maintained throughout sample collection and transport to the laboratory.
9. Following soil sampling, a temporary groundwater sampling point will be constructed at each location where groundwater is encountered, or a discrete groundwater sampler will be utilized at each location. Temporary sampling points will be constructed with small diameter PVC riser piping and screen.
10. Groundwater that accumulates in sampling points will be sampled and tested.
11. Samples (2 soil and 1 groundwater per location) will be analyzed for VOCs (Method 8260), PAHs (Method 8270), and lead (Method 6010) SES notes that testing parameters are subject to the results of the closure and removals. Quality assurance samples will include trip blanks, duplicates, and MS/MSDs. A level IV analytical data package will be requested from the laboratory if delineation or closure is anticipated.
12. Investigation derived materials will be contained within properly labeled, 55-gallon drums pending off-site disposal. Disposal will occur within 30 days after receipt of test results.
13. Mapping will be conducted to establish boring locations relative to a structure. The borings will be located by GPS.

Following environmental field investigation, a written summary of the field activities and analytical results, along with maps will be submitted to the Program project manager. SES understands that analytical results should be compared to the IDEM R2 published levels for soil and groundwater.

Vapor Sampling

The following vapor sampling activities are to be conducted in conjunction with the subsurface investigation or groundwater monitoring.

- Up to three (3) exterior soil gas and/or indoor air/subslab soil gas samples will be collected in accordance with the IDEM R2 to determine if a vapor plume exists on the Site.
 - Stainless-steel points for exterior soil gas locations will be installed, then developed. Samples will be collected with laboratory-supplied, one-liter vacuum canisters ('Summa'-type), fitted with a flow controlling apparatus to limit canister filling to 200 cubic-centimeters per minute (cc/m). The sample canister and



attachment apparatus ('sample train') will be verified as free of leaks using a shut-in test prior to sampling. A tracer gas will also be utilized during sample collection to verify the integrity of the sub-slab sample point installation.

- If preferential pathways are identified in conduit(s), collect up to two conduit vapor samples, from an accessible manhole, biannually over the course of a year and collect those samples when baseline flow is relatively low – typically, between 9:00 AM and 3:00 PM for sanitary sewers. For all other appropriate conditions, we will refer to the IDEM R2 section 2.2.6.4 Sampling Conduit Vapor.
 - Coordination with City/Town is anticipated along with a permit and/or notice of work.
 - Conduit vapor samples will be collected using a pre-cleaned, evacuated, laboratory-supplied 1-L Summa canisters equipped with regulator valves preset for a 30-minute sampling period.
- Analytical results will be compared to the IDEM R2 published levels for soil and groundwater. Results and maps will be submitted to the Program Project Manager for review prior to final submittal of the concurrent Quarterly Groundwater Monitoring report. An initial vapor evaluation report is anticipated and subsequent will be included in quarterly monitoring reports.

Groundwater Monitoring

Groundwater monitoring, if applicable, will be initiated by installing up to four (4) monitor wells. Wells will be installed by advancing borings using conventional 4 ¼ inch inner diameter hollow-stem augers to a depth determined from previous investigation. Alternatively, to limit generation of soil cuttings, wells may be installed using geoprobe direct push technology and in this case, pre-pack well screens will be used. A permanent groundwater monitor well will be installed at each boring location. Wells will be constructed using conventional 2-inch, PVC casing, and a 10-foot 0.010-slotted screen (pre-pack screen for geoprobe install). Well screens will be positioned at the first aquifer. Washed, commercial, quartz sand pack will be placed around the screened interval to a level approximately one foot above the screen and capped with 2 feet of bentonite. Grout will then be placed from the top of the bentonite seal to the ground surface. The wells will be finished with a watertight expansion seal, and a protective steel cover set in concrete, flush with grade.

Soil cuttings generated from monitor well installation will be contained within properly labeled, 55-gallon drums pending off-site disposal. Disposal will occur within 30 days of well installation.

Following well construction, groundwater will be purged to remove fines and to improve connection with the water bearing formation. Relative elevations will then be established for the top of each point/well using standard level survey methods. Elevations will be established to an accuracy of 0.01 feet. A horizontal control survey will also be conducted to locate the position of each well relative to significant site features. The wells will also be located by GPS.

On a quarterly basis, for a period of two years, groundwater samples will be collected from the monitor well locations. Results will be used to confirm acceptable levels of contamination remain and/or to track the reduction in aqueous-phase contaminant mass over time.

Sampling will be initiated by removing the well caps, and then allowing sufficient time for groundwater levels to equalize with ambient pressure conditions. The depth to water will then be gauged at each monitor well. Gauging will be conducted using an electronic water level indicator with an accuracy of 0.01 feet. The water level indicator will be cleaned with a detergent solution and tap water rinse prior each measurement.

Following gauging, groundwater samples will be collected using low flow/low stress techniques. A small-diameter low-flow bladder pump will be used to purge and sample monitor wells. The purge rate will be set not to exceed



500 milliliters per minute (ml/min). During purging, regardless of the sample type or well recovery, field indicator parameters will be monitored and documented. These parameters are measured to document that the purging procedure is adequate, and that the stagnant water in the well has been removed. These parameters will begin to stabilize as purging continues and should completely stabilize at the end of well purging. Turbidity, dissolved oxygen, oxygen reduction potential (ORP), specific conductivity, pH, and temperature will be measured. After stable conditions are established, water samples will be collected using the bladder pump and discharged directly into the appropriate sample containers. The following sample collection sequence will be followed for consistency:

1. Measure water level.
2. Purging with mechanical bladder pump (low flow-low stress).
3. After stable field readings are attained, collect sample under low flow conditions.
4. Collect sample for volatile organics and then inorganics.
5. Quarterly groundwaters testing will include VOCs including methylnaphthalenes, and naphthalene. Testing parameters are subject to change based on Program input and prior testing results.
6. Place samples into appropriate containers and follow sample preservation, packaging, and shipping procedures.

QA/QC samples will include a trip, equipment blank, and blind duplicate. A MS/MSD will be collected for the final sampling event. Upon completion of a groundwater quarterly sampling event, a written report of analytical results and field activities will be submitted to the Program's project manager for review. SES understands that analytical results should be compared to the IDEM R2 published levels.

Quarterly groundwater monitoring will continue for a period of two years. Well abandonment activities will be conducted after an NFA designation is obtained.

Budget and Schedule

SES will provide environmental field and contracting services on a time and materials basis and in accordance with the listed special conditions. SES's total estimate of probable costs for the overall project is **\$215,692**. A cost analysis worksheet is attached.

SES understands initial assessment results are due approximately one month (three weeks) after contract signing. Removals are to be initiated in approximately one month after contract signing, but subject to work plan approvals, weather, soil conditions, and holidays. A removal completion report is due within two months after removal is initiated. Subsurface investigation is to initiate one month after completion reporting and SAP approval; and quarterly monitoring, if necessary, will initiate thereafter. Final reports are due approximately 2.5 years after contract signing, but subject to actual site conditions.

Special Conditions

1. We will communicate with you, as needed, should our operational circumstances change materially.
2. We will request that equipment run on biodiesel fuel, contractors avoid idling, and have Tier 3 compliance emissions. Field equipment which runs on electricity will carry the EnergyStar rating, whenever possible, and written reports will be provided on recycled paper. Green technologies will include trucks mobilizing from local firms, where applicable. Based on cost estimate review, impacted soils will be transported to WM Oakridge Landfill located approximately 18 miles from the site. Hauling will likely be conducted by Miami Trucking located approximately 24 miles from the site and backfill material will likely be provided by IMI Peru (20 miles away).
3. Reports to be electronically provided (via email) in pdf to Program, and owner.
4. SES understands all data should be submitted electronically to olqdata@idem.in.gov, LeakingUST@idem.IN.gov, and/or the [Program portal](#).
5. Field personnel will have 40-Hour HAZWOPER supervision and up to date 8-hour refresher training.



6. Daily tailgate meetings will be held each morning prior to work commencing.
7. Level D PPE will apply for all tasks. Work requiring personnel to don any level of protective equipment above Level D or confined space entry will result in additional expense.
8. It is assumed that site security is not an issue at the site locations.
9. Access to sites will be provided without any special fees or permitting and tank owners will de-energize tank systems.
10. Owner must make the work areas accessible – and move/remove all ancillary equipment, vehicles, and trailers – so that areas are accessible for working.
11. Contacting Indiana 811 will be sufficient to locate underground utilities.
12. Hand digging will be conducted in areas where digging crosses a marked (or suspected) utility.
13. Costs associated with protecting, repairing, or replacing utilities that are necessary to be disturbed in order to accommodate the proposed scope of work, are not included but will be provided at a negotiated rate.
14. We will exercise care to minimize damage of the surrounding surfaces. However, we are not responsible for the surrounding paved areas that are in poor condition prior to work beginning.
15. Costs/services do not include pavement saw-cutting. If saw-cutting is necessary, we request a negotiated rate to be determined.
16. Costs/services do not include asbestos survey or demolition notices.
17. Cost assumes sampling will not exceed a depth of 20 feet.
18. Excavation support systems are not included. Sheet piling and/or metal shoring are not included.
19. Costs/services assume no erosion control measures will be required, nor dust control.
20. Costs/services do not include excessive frost removal, dewatering soil, or excavations, and/or the use of ground thawing equipment.
21. SES notes that costs do not include the application of stone rip rap to stabilize excavations.
22. Costs/services do not include brine (interstice fluid) disposal.
23. Geophysical cannot be completed under wet soil conditions or with several inches of snow cover. GPR results can be limited by high-conductivity materials such as clay, rocky, and salt contaminated soils. It also needs an open and flat area to conduct the survey. How deep and what utilities, UST's, voids, etcetera are identified depends on these factors.
24. Waste disposal costs and methods are contingent upon the completion, submittal and approval of a non-hazardous special waste profile sheet and required analysis. When applicable, SES anticipates minimal waste analytical sampling and testing will be conducted, and we expect to claim the exemption of 40CFR 261.4(b)(10).
25. Site and/or UST owner must sign/date/approve profiles, and manifests without delay.
26. Liquid, sludge and/or soil waste will not leave the site until a waste profile has been signed by the Generator and approved by the disposal facility.
27. Bulk non-hazardous impacted liquid/sludge must be pump-able (less than 25% solid).
28. Concrete/asphalt will be applied at the surface upon request at a negotiated unit price.
29. Drilling and Probing fees will be invoiced at itemized, lump sum, or daily rate as invoiced by subcontractor.
30. ORC for application at base of excavation must be ordered prior to initiating soil removal; otherwise, a second mobilization fee will apply along with site security fees. A specific delivery date of ORC to the jobsite cannot be guaranteed by hauler. As noted above, ORC injection fees are included in this proposal.
31. Costs do not include seeking access to offsite properties.
32. Costs assume subsurface investigation and monitor well installation can be completed within one (1) mobilization, each.
33. Costs assume removals can be completed within one (1) mobilization.
34. Costs assume that the soil will be live loaded into trucks and not required to be stockpiled.
35. Pricing is based on all waste being profiled and approved prior to mobilization to the site.
36. The duration field work for low flow groundwater sampling is subject to groundwater conditions and when stable conditions are demonstrated.
37. Dissolved metals testing, if determined to be necessary, will be at cost plus markup.
38. Investigation derived material disposal is based on non-hazardous conditions with profiling based on testing results. Additional sampling/testing to determine profiling and disposal will be at cost plus markup, as SES labor and equipment.
39. Services will be conducted Monday through Friday only, excluding all holidays or travel advisories days.
40. All costs assume normal working conditions will be encountered and that any delays, obstructions, or other limitations may result in additional expense.
41. Invoices will be based on actual field measurements and quantities and the duration of actual field services provided, per the listed unit rates.



42. SES and SES's sub-contractor standard pay rates apply (non-union, non-prevailing wage).
43. SES will engage subcontractors; rent or purchase special equipment; purchase expendable supplies; and so forth. Such purchases and/or subcontracts shall be charged to Client at their direct cost plus 8%.
44. Landfills, contractors, drivers, operators, disposal facilities, etc. are consistently increasing rates due to increased expenses in overall operations, which could affect actual invoicing and fees.

Closing

Please contact the undersigned at s.hofherr@sesadvantage.com or 260.497.7645 with any questions regarding this proposal.

Sincerely,
SES Environmental



Sean Hofherr
Senior Project Manager

Attachment A – Cost Analysis Spreadsheet





*Proposal for Environmental Assessment and Remediation Services
Fulton Police Station
(State Parcel 25-11-90-263-001.000-005)
7413 Liberty Avenue
Fulton, Fulton County, Indiana 46931
BFD #4240410*

Attachment A
Cost Analysis Spreadsheet



SES FULTON POLICE STATION, 7413 LIBERTY AVENUE, FULTON				Quantity	Unit	Standard 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								\$ 1,900.00										\$ 1,900.00	
II. Category - Geophysical and Profiling								\$ 9,071.24											
A. Staff Hours (list hours for each staff separately for this Category)								\$ 1,985.00										\$ 1,985.00	
Field Tech - recordkeeping, sampling	15	hr	\$ 65.00			\$ 975.00													
CHMM - profiling and reporting	6	hr	\$ 125.00			\$ 750.00													
Drafting - Site Maps	4	hr	\$ 65.00			\$ 260.00													
B. Materials and Equipment (list each separately for this Category)								\$ 120.00										\$ 120.00	
PID	1	day	\$ 75.00			\$ 75.00													
Sampling Supplies (auger, gloves, baggies, ice, etc)	1	day	\$ 45.00			\$ 45.00													
C. Travel (reimbursed at state rates)								\$ 60.72										\$ 60.72	
Mileage (132 round trip)	132	mi	\$ 0.46			\$ 60.72													
Hotel		night	\$ 97.00			\$ -													
D. Subcontractors (list all subcontractors separately for this Category)								\$ 6,905.52										\$ 6,905.52	
Envision - PAHs, Lead, VOCs (soil and groundwater)	4	Per	\$ 121.00			\$ 484.00													
Envision - testing of crushed concrete for filling after removal		ea	\$ 368.00			\$ -													
Envision -TOX, PCB, flash, TCLP-metals, total VOCs, total SVOCs (soil and water)	2	Per	\$ 505.00			\$ 1,010.00													
Probe Unit - 2 borings to determine if petroleum is present and profiling for disposal	1	est	\$ 1,600.00			\$ 1,600.00													
Prism	1	est	\$ 3,300.00			\$ 3,300.00													
markup	0.08		\$ 6,394.00			\$ 511.52													
III. Category - Soil Removal & Remediation (Field Phase)								\$ 156,177.51											
A. Staff Hours (list hours for each staff separately for this Category)								\$ 5,520.00											\$ 5,520.00
Field Tech (6 days) + recordkeeping, ect	60	hr	\$ 65.00			\$ 3,900.00													
Senior PM - waste disposal arrangements	4	hr	\$ 125.00			\$ 500.00													
Field Geo - Injection Oversight (2 days)	16	hr	\$ 70.00			\$ 1,120.00													
B. Materials and Equipment (list each separately for this Category)								\$ 870.00											\$ 870.00
PID	6	day	\$ 75.00			\$ 450.00													
Sampling Supplies (gloves, baggies, ice, etc)	6	day	\$ 45.00			\$ 270.00													
Mapping Equipment/Camera/General Supplies	6	day	\$ 25.00			\$ 150.00													
Other (office copies, expendables, field)			\$ 50.00			\$ -													
C. Travel (reimbursed at state rates)								\$ 606.44											\$ 606.44
Mileage (2 @ 132 mi round trip)	264	mi	\$ 0.46			\$ 121.44													
Hotel	5	night	\$ 97.00			\$ 485.00													
D. Subcontractors (list all subcontractors separately for this Category)								\$ 149,181.07											\$ 149,181.07
SCS Contracting						\$ 131,043.96													
Mobilization/Demobilization	1	ls	\$ 1,400.00			\$ 1,400.00													
Site Safety & Security-Temporary Fencing	1	ls	\$ 1,100.00			\$ 1,100.00													
Permitting		ls				\$ -													
Potential Adder for Estimated Debris disposal and hauling		loads	\$ 250.00			\$ -													
UST System removal	1	day	\$ 3,000.00			\$ 3,000.00													
Lift Removal (assumes accessible)		est				\$ -													
Granular Fill for tank	24	ton	\$ 28.00			\$ 672.00													
HydroVac Services -		hrs				\$ -													
Profile residual petroleum		ea	\$ 200.00			\$ -													
Vacuum Truck / Transport and Removal	6	hrs	\$ 155.00			\$ 930.00													
Disposal of Pavement and Impacted Soils		ton				\$ -													
Liquid disposal	1500	gal	\$ 0.65			\$ 975.00													
Solidification		ton				\$ -													
Excavate Impacted Soil, Load and Soil Disposal WM Oakridge	1500	ton	\$ 32.00			\$ 48,000.00													
Hauling - to Landfill	140	hrs	\$ 140.00			\$ 19,600.00													
Granular Fill (sand screenings) - excavation	1480	ton	\$ 28.00			\$ 41,440.00													
crushed concrete Stone (4 inches at surface)		ton				\$ -													
73s crushed stone	20	ton	\$ 29.50			\$ 590.00													
Per Diem and Lodging	4	nights	\$ 570.00			\$ 2,280.00													
30-cy yard Dumpster (tank shell disposal)		ea	\$ 870.00			\$ -													
Profiling - WM facility	1	est	\$ 200.00			\$ 200.00													
Drummed Waste		ea	\$ 250.00			\$ -													
Residual Gas Sludge Drum Disposal	2	ea	\$ 575.00			\$ 1,150.00													
Waste Oil Profiling		ea	\$ 750.00			\$ -													
Residual Heating Oil Drum Disposal		ea	\$ 525.00			\$ -													
Residual Kerosene Drum Disposal		ea	\$ 525.00			\$ -													
Residual Used Oil Sludge Drum Disposal		ea	\$ 750.00			\$ -													
Residual Hydraulic Oil Sludge Drum Disposal		ea	\$ 550.00			\$ -													
Markup	0.08		\$ 121,337.00			\$ 9,706.96													
Fuel surcharge (variable and subject to current rate at time of)	5.00%	variable				\$ -													
ORC -						\$ 9,815.82													
ORC purchase	1520	lbs	\$ 5.25			\$ 7,980.00													
ORC Shipment/Tax/Handling (at least 2 days shipping)	1	est	\$ 1,108.72			\$ 1,108.72													
Markup	0.08		\$ 9,088.72			\$ 727.10													
ORC Injection (lump sum bid from Seratech)								\$ 4,800.00											
Unit/Pump/Trailers/Labors (Seratech or SCS Drilling)		est	\$ 4,000.00			\$ -													
811 call		hrs	\$ 50.00			\$ -													

 FULTON POLICE STATION, 7413 LIBERTY AVENUE, FULTON				Quantity	Unit	Standard 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	
Mobilization/Demobilization		lot	\$ 400.00		\$ -														
crumbles/concrete		ea	\$ 16.50		\$ -														
surface patch		bag	\$ 14.00		\$ -														
expendable points and sheath		ea	\$ 9.00		\$ -														
hotel/per diem		ea	\$ 160.00		\$ -														
markup (of a subcontractor)	0.08		\$ 4,800.00		\$ 384.00														
Envision (6 bottom, 6 sidewalls, 5 extra for excavation, 1 water, 2 dup, 1 trip, 2 msmsd)			\$ 3,137.29		\$ -														
Envision - VOC	23	per	\$ 54.00		\$ 1,242.00														
Envision - PAHs	22	per	\$ 54.00		\$ 1,188.00														
Envision - RCRA 8 metals		per	\$ 70.00		\$ -														
Envision - Lead	23	per	\$ 12.96		\$ 298.08														
Envision - PCBs		per	\$ 97.20		\$ -														
Level IV data package	15%		\$ 2,728.08		\$ 409.21														
					\$ -														
IV. Category - Subsurface Investigation (Field Phase)							\$ 9,749.96												
A. Staff Hours (list hours for each staff separately for this Category)							\$ 1,865.00												\$ 9,749.96
Field Tech - Soil sampling, probe oversight, and recordkeeping	22	hr	\$ 65.00		\$ 1,430.00														
Field Tech - prep, chains, boring log forms	5	hr	\$ 65.00		\$ 325.00														
PM - coordinate field work and management	1	hr	\$ 110.00		\$ 110.00														
B. Materials and Equipment (list each separately for this Category)							\$ 480.00												\$ 480.00
PID	2	day	\$ 75.00		\$ 150.00														
Water Level	2	day	\$ 20.00		\$ 40.00														
Sampling Supplies (gloves, baggies, ice, etc)	2	day	\$ 45.00		\$ 90.00														
Meters, Equipment, Field Expendables	2	day	\$ 75.00		\$ 150.00														
Other (office copies, document publication)	1	ea	\$ 50.00		\$ 50.00														
					\$ -														
C. Travel (reimbursed at state rates)							\$ 157.72												\$ 157.72
Mileage	132	mi	\$ 0.46		\$ 60.72														
Hotel	1	night	\$ 97.00		\$ 97.00														
					\$ -														
D. Subcontractors (list all subcontractors separately for this Category)							\$ 7,247.24												\$ 7,247.24
Envision - VOC 12 + 2 dups+2 msmsd + 1 trip	17	Per	\$ 54.00		\$ 918.00														
Envision - PAH	16	Per	\$ 54.00		\$ 864.00														
Envision - RCRA 8 metals		Per	\$ 70.00		\$ -														
Envision - dissolved RCRA 8 metals, lab filtering		Per	\$ 75.00		\$ -														
Envision - Lead	16	Per	\$ 12.96		\$ 207.36														
Level IV for final event	15%	ls	\$ 2,148.51		\$ 322.28														
Locating (american or gprs)	1	est	\$ 875.00		\$ 875.00														
GPS (american or MLS)	1	est	\$ 875.00		\$ 875.00														
Seratech Probing	1	ls	\$ 2,400.00		\$ 2,400.00														
LWR - pickup, transport and disposal non-haz	2	ea	\$ 210.00		\$ 420.00														\$ 420.00
markup (probing/disposal)	0.08		\$ 4,570.00		\$ 365.60														
					\$ -														
V. Category - Monitoring Well Install/Quarterly Monitoring (Field Phase)							\$ 27,112.94												
A. Staff Hours (list hours for each staff separately for this Category)							\$ 7,502.50												\$ 7,502.50
Field Tech -Contractor Oversight (2 days)	16	hr	\$ 65.00		\$ 1,040.00														
Operator - one time soil gas point oversight	6	hr	\$ 70.00		\$ 420.00														
Field Tech - monitor well construct logs/forms	2.5	hr	\$ 65.00		\$ 162.50														
Field Tech - Quarterly Groundwater Sampling (10 hr per event)	80	hr	\$ 65.00		\$ 5,200.00														
Field Tech - Vapor Sampling (1 hr in conjunction with gw sampling)	2	hr	\$ 65.00		\$ 130.00														
PM - management + arrangements with City/Sewer + permits	5	hr	\$ 110.00		\$ 550.00														
B. Materials and Equipment (list each separately for this Category)							\$ 3,720.00												\$ 3,720.00
PID		day	\$ 75.00		\$ -														
Hand auger, core, generator		day	\$ 400.00		\$ -														
Survey Equipment	0	day	\$ 90.00		\$ -														
Water Level	10	day	\$ 26.00		\$ 260.00														
YSI multi parameter meter	8	day	\$ 105.00		\$ 840.00														
Bladder pump	8	day	\$ 150.00		\$ 1,200.00														
Poly tubing for pump	1600	ft	\$ 0.25		\$ 400.00														
Meters, Equipment, Field Expendables (gw one day and vapor one day)	10	day	\$ 65.00		\$ 650.00														
Vapor Pins/Stainless Points/Vapor Equipment	2	est	\$ 110.00		\$ 220.00														
Sampling Supplies (gloves, baggies, ice, etc)	10	day	\$ 15.00		\$ 150.00														
					\$ -														
C. Travel (reimbursed at state rates)							\$ 643.48												\$ 643.48
Mileage (9 round trip x 132 miles)	1188	mi	\$ 0.46		\$ 546.48														
Hotel	1	night	\$ 97.00		\$ 97.00														
					\$ -														
D. Subcontractors (list all subcontractors separately for this Category)							\$ 15,246.96												\$ 15,246.96
Seratech Bid -Blank Drilled	1	ea	\$ 5,000.00		\$ 5,000.00														
Well Permit/Permits per parcel	0	ea	\$ 100.00		\$ -														
Soil Gas Installs - three to 5 feet (at time of Subsurface invest)	1	ea	\$ 400.00		\$ 400.00														
Locating (american or gprs)	1	est	\$ 875.00		\$ 875.00														
GPS and elevation survey (american or MLS)	1	est	\$ 875.00		\$ 875.00														
markup	0.08		\$ 7,150.00		\$ 572.00														
continuous sampling	0	ea	\$ 500.00		\$ -														
Envision (4 well, trip, dup) VOCs with naphthalenes and methylnaph...	48	Per	\$ 54.00		\$ 2,592.00														

 FULTON POLICE STATION, 7413 LIBERTY AVENUE, FULTON				Quantity	Unit	Standard 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	
Envision - PAH					Per	\$ 54.00	\$ -												
Envision - Lead					Per	\$ 12.96	\$ -												
Envision AIR - VOCs TO-15 (3 exterior 2 sewer (twice))				7	Per	\$ 156.60	\$ 1,096.20												
Level IV for final event				15%	ls	\$ 1,045.09	\$ 156.76												
LWR - pickup, transport and disposal non-haz				8	ea	\$ 210.00	\$ 1,680.00												
Well Abandonment - inhouse or subcontracted				4	ea	\$ 500.00	\$ 2,000.00												
VI. Category - Other																			
A. Asbestos and Lead Paint Surveys							\$ -												\$ -
B. Property Acquisition							\$ -												\$ -
C. Demolition							\$ -												\$ -
D. Bond Counsel							\$ -												\$ -
E. Professional Services (Maximum 5% of loan amount)							\$ -												\$ -
VII. Category - Reporting																			
A. HASP/UST Form							\$ 500.00												\$ 500.00
B. SAP for investigation							\$ 300.00												\$ 300.00
C. Work Plan Removals							\$ 400.00												\$ 400.00
D. UST Closure - Completion Report							\$ 2,000.00												\$ 2,000.00
E. Subsurface Investigation							\$ 2,000.00												\$ 2,000.00
F. Initial Vapor Evaluation/Report							\$ 800.00												\$ 800.00
G. Quarterly Groundwater Reports (\$710 per quarter)							\$ 5,680.00												\$ 5,680.00
H. Final Conditions/NFA Report																			\$ -
TOTAL																			\$ 215,691.65
Change Order #1							\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Change Order #2							\$ -												\$ -
Change Order #3							\$ -												\$ -
Change Order #4							\$ -												\$ -
Change Order #5							\$ -												\$ -
Revised TOTAL									\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 215,691.65
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 Fulton (town) ("Owner"), the Indiana Brownfields Program ("Program"), and J SES Environmental ("Consultant") regarding the Owner's property located at 7413 Liberty Avenue County, Indiana ("Site"), Site Identification Number 4240410. The Program requests permission for the Consultant to enter the Site for the exclusive purposes of conducting environmental investigation and/or remediation activities associated with petroleum and/or hazardous substances contamination.

1. Owner hereby gives permission to the Consultant or other authorized environmental contractors, Indiana Department of Environmental Management ("IDEM") employees, Indiana Finance Authority ("IFA") employees, or other designees authorized by the Program and/or the Consultant (collectively, "Authorized Parties") to enter upon the Site to perform investigation and/or remediation activities at the Site. This permission is effective immediately upon the execution of this Agreement by Owner and the Consultant and acceptance of the Agreement by the Program.
2. The permission granted by Owner under this Agreement is contemplated to be used for the following activities that may be performed by Authorized Parties:
 - a. Having access to areas where contamination may exist, including areas where underground storage tanks ("USTs"), aboveground storage tanks ("ASTs") or petroleum and/or hazardous substances releases are, or are suspected to be, located;
 - b. Investigation and/or remediation of soil and groundwater, including, but not limited to, the installation of soil borings, test pits and/or groundwater monitoring wells, the use of geophysical equipment, the use of drilling equipment for collection of soil and sediment samples, the logging, gauging and sampling of existing wells, video taping, preparation of site sketches, taking photographs, any testing or sampling of groundwater, soil, surface water, sediments, air, soil vapor or other material deemed appropriate by the Program and the like.
 - c. Removal, treatment and/or disposal of contaminated soil, water and solid and/or hazardous waste, which may include the installation of contaminant recovery wells or other treatment systems.
 - d. Excavation and disposal of USTs, associated piping and system components, including tank contents.
 - e. On-Site observation and oversight of environmental investigation and/or remediation activities.
 - f. Disclosure of environmental information as required by law.
3. Upon completion of the investigation and/or remediation, Authorized Parties will restore the property as near as practicable to its condition immediately prior to the commencement of such activities, but not including paving or concrete replacement at ground surface.
4. In the event there is residual contamination after completion of investigation and/or remediation activities, one or more land use restrictions (e.g., prohibiting ground water use) may be necessary to ensure safe use of the Site. Such restriction(s) will be required to be implemented through recordation of an environmental restrictive covenant (ERC) on the deed for the Site. By executing this Agreement, the Owner is agreeing to record such an ERC on the deed for the Site in the County Recorder's Office if it is required by the Program to achieve closure under the IDEM *Remediation Closure Guide* (March 22, 2012 and applicable revisions). The Owner is responsible for the costs of recording such an ERC.
5. The granting of this permission by the Owner is not intended, nor should it be construed, as an admission of liability on the part of the Owner or the Owner's successors and assigns for any contamination discovered on the Site.

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

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

8. Neither the State nor the IFA is providing any indemnification, either jointly or severally, to the Owner, the Consultant or its agents, assigns or designees.

9. The Program will supply to Owner all information derived from the environmental investigation or remedial activities conducted at the Site. The Program may use such information for any purpose at the Program's sole discretion. The Consultant will hold in confidence all such information except as instructed by the Program and the Owner or as required to be disclosed by law.

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

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

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

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

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

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

[Signature]
[SITE OWNER]
Site Owner

[Signature]
Witness

6/4/2024
Date

6/4/2024
Date

Site Owner's Telephone Number: 574-201-9150

Site Owner's Mailing Address (if other than Site address): rstvasser6@gmail.com
P.O. Box 32, Fulton, IN 46931

For the benefit of (SES Environmental):

[Signature]
Consulting firm's signature

7/1/2024
Date

Accepted by the Indiana Brownfields Program by:

[Signature] for
Andrea Robertson Habeck
Technical Review Coordinator, Indiana Brownfields Program

6/25/2024
Date

Attachment C
Disbursement Request Form

INDIANA BROWNFIELDS PROGRAM - DISBURSEMENT REQUEST FORM

Instructions: This Disbursement Request Form is to be typed and completed by the Financial Assistance Agreement Recipient for each payment request.

- The Disbursement Request Form is to be used for all eligible costs associated with the Financial Assistance Agreement Recipient's brownfields redevelopment project.
- Attach a copy of the claim (a bill, invoice or a statement) supporting this Request.
- Requested amounts must be rounded to the nearest whole dollar.
- Attach the Program change order approval if any part of the current claim is a result of a change order.

1a. Brownfield Program Site#: _____ 1.b. Funding Type: _____
2. Project Name: _____
3. Financial Assistance Recipient: _____
4. Contact Person: _____
5. Phone#: _____ () _____
6. Email: _____
7. Recipient's Authorized Representative: _____
8. Authorized Representative's Phone#: _____ () _____

9. Consultant: _____
10. Contact Person: _____
11. Phone#: _____ () _____
12. Email: _____

13. Invoice#: _____
14. Description of work for which claim is being made (service, fees, type of, etc.): _____

15. Amount of this Request: \$ _____
16. Original Financial Assistance Amount: \$ _____
17. Total Amount of Approved Change Orders: \$ _____
18. Revised Project Budget: \$ _____
19. Total Amount of Previous Disbursements: \$ _____
20. Balance Available after this Disbursement: \$ _____

21. Is any part of this claim a result of a change order? YES _____ NO _____
*If yes, please attach the Program change order approval

22. Do you want payment mailed directly to the consultant? YES _____ NO _____
*If yes, payment will be sent directly to the consultant listed in #9 above

23. Payment/Wiring Instructions (for the entity receiving payment)
23a. Bank Name: _____
23b. Bank Contact, Phone#: _____
23c. Account Number: _____
23d. Routing Number: _____

The undersigned hereby certifies that this Request is true and correct, that the claim underlying this Request is due in accordance with the Recipient's Financial Assistance Agreement with the Authority, and that the services contained in such claim were procured in accordance with Indiana's public bidding laws and federal cross-cutting requirements (e.g., Davis-Bacon), if applicable.

AUTHORIZED REPRESENTATIVE SIGNATURE

Date

**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: Glen Howard
 Senior Project Manager
 SES Environmental
 3807 Transportation Drive
 Fort Wayne, Indiana 46818
 G.Howard@SESadvantage.com

Key Person(s).

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

Licensed Professional Geologist: Tom Timmermans, LPG

Professional Engineer: Paul Douglass, PE

Environmental Professional: Alana Christlieb

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>)

I. Category - Phase I Site Assessment	Quantity	Unit	Unit Rate	Approved SUBTOTAL	Approved Category TOTAL	Invoice #1 (Date)	Invoice #2 (Date)	Invoice #3 (Date)	Invoice #4 (Date)	Invoice #5 (Date)	Invoice #6 (Date)	Invoice #7 (Date)	Invoice #8 (Date)	Invoice #9 (Date)	Amount Remaining
II. Category - 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)			\$ -	\$ -	\$ -										\$ -
Mileage		mi	\$ 0.38												
Hotel		night	\$ -												
D. Subcontractors (list all subcontractors separately for this Category)			\$ -	\$ -	\$ -										\$ -
III. Category - Remediation, UST/AST/ Hydraulic Lift Removal (Field Phase)						\$									\$
A. Staff Hours (list hours for each staff separately for this Category)		hr	\$ -	\$ -	\$ -										\$ -
B. Materials and Equipment (list each separately for this Category)			\$ -	\$ -	\$ -										\$ -
C. Travel (reimbursed at state rates)			\$ -	\$ -	\$ -										\$ -
Mileage		mi	\$ 0.38												
Hotel		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