



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, CHMM
Senior Project Manager
SES Environmental
3807 Transportation Drive
Fort Wayne, Indiana 46818

Re: Cost Proposal for Environmental Assessment
Pelonite Parcels
310-316 Adams Street
Warsaw, Kosciusko County, Indiana
Brownfield Site #4240203
SES – 128(a) BIL/IIJA Project Amendment #3

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 activities at the Pelonite Parcels in Warsaw, 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 submit to the Program and the United States Environmental Protection Agency (US EPA) for review
- Task B:** Prepare a Quality Assurance Project Plan (QAPP), if necessary, as well as a Site-Specific Health & Safety Plan (HASP) and Sampling & Analysis Plan (SAP) and submit for US EPA and Program approval
- Task C:** Conduct soil and groundwater investigation activities
- Task D:** Conduct exterior soil gas and indoor air sampling
- Task E:** Submit all necessary reports, including all completion reports and documentation for US EPA reporting as requested by the Program

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
- August 1, 2024: Phase I ESA Report completed and submitted to the Program and US EPA
- August 15, 2024: QAPP or QAPP update completed and submitted to the Program and US EPA (if necessary)
- August 15, 2024: HASP and SAP completed and submitted to the Program and US EPA
September 1, 2024: Soil, groundwater, soil gas, and indoor air sampling initiated
- October 15, 2024: Site Investigation Report completed and submitted to the Program and US EPA
- November 1, 2024: Final invoice submitted to the Program

Total Estimated Project Expense Budget & Payment

The cost to complete the above-referenced Scope of Work will be based on the proposal contained in Attachment A and total project expense budget (Project Budget) outlined herein. 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: QAPP, HASP, SAP
- Category II: Phase I ESA
- Category III: Assessment Activities
- Category IV: Reports

Modifications to the above schedule shall be discussed with the Program's Project Manager for the Site, Tracey Michael, and are subject to approval by the Program. Invoicing for this project will be in accordance with the above-listed payment milestones. The Program's *Federally-Funded Project Payment and Disbursement Procedures* (August 2018) (Disbursement Guidelines) will apply to invoicing for this project. The guidelines are attached to your firm's contract as Exhibit C and can also be found on the Program's web site at: www.brownfields.in.gov. Requests for payment should be submitted using the Disbursement Request Form attached hereto as Attachment C and should be accompanied by

all required supporting documentation. As there is no grant recipient for this project, the form may be submitted directly to the Program's Project Manager for the Site. Following invoice approval by the Program's Project Manager, payment will be made directly by the Program to SES.

PROJECT AMENDMENT #3

Description of Services: Environmental Assessment

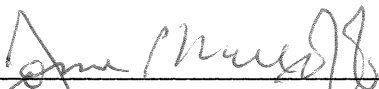
Project Name: Pelonite Parcels
310-316 Adams Street
Warsaw, Kosciusko County, Indiana
Brownfield Site #4240203

Proposed Budget: \$79,013.00

SES will perform the Scope of Work described above and in Attachment A for a total project cost of \$79,013.00. This form shall serve as an authorization by the Program to proceed with the Scope of Work. Invoicing may begin according to the above-referenced payment schedule in accordance with the Disbursement Guidelines upon the Program's receipt of 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 of 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 Business Operations

Print Name & Title

06/28/2024

Date

For Approval of Charges, Send Invoice(s) to:
Tracey Michael
Indiana Brownfields Program
100 N. Senate Avenue, Room 1275
Indianapolis, Indiana 46204
Email: tmichael@ifa.in.gov
Telephone: (317) 232-4402

Attachment A
Approved Proposal & Scope of Work



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

June 3, 2024

Tracey Michael
Indiana Brownfields Program
100 North Senate Avenue, Room 1275
Indianapolis, IN 46204

*Ref: Updated Proposal for Environmental Assessment Services
USEPA – former Arnolt Corp and current Pelonite Parcels
325 Argonne Road and 310 Adams Street, Warsaw*

Dear Ms. Michael:

This letter serves as an updated proposal to conduct environmental assessment at the above referenced site. This proposal responds to your e-correspondence dated April 23, 2024 requesting the completion of 10 soil borings with the collection of soil and groundwater samples, and the collection of at least five exterior soil gas samples paired with samples from inside the building located at 325 Argonne Road. This proposal also responds to follow up correspondence dated April 26, 2024 regarding scope of work requirements. As you are aware, the former Arnolt Corporation, 2525 Durbin Street, Warsaw is identified as Brownfield #4211002 and solvent impacted groundwater has been detected along Hendricks Street, which borders the site to the south. A map showing the inferred groundwater contamination is attached. SES understands that access is limited to Pelonite LLC owned parcels and these parcels are illustrated on attached maps (Attachment A). SES walked the perimeter of the site in late May 2024. The wooded area across the central portion had mounds of soil/debris and fallen timbers throughout. This updated proposal includes clearing a path through the wooded area to reach four proposed sampling locations.

SES proposes the following pre-assessment and management tasks.

- Phase I Environmental Site Assessment (ESA): ESA to gather readily available information concerning site use, description, and location. Evaluation of ownership; current and prior use; conditions of surrounding properties, review of government records, and regulatory agencies. And for SAP development and meaningful evaluation of sampling results.
- Quality Assurance Project Plan (QAPP): A QAPP was prepared for the former Arnolt Corporation, Brownfield #4211002 and we propose that this QAPP be amended to include assessment at the referenced site. Alternatively, existing QAPPs for 128(a) and 128(a)BIL can be amended to include this site.
- Health and Safety Plan (HASP): The plan will specify a site safety coordinator, job task delegation, emergency procedures, and directions to the nearest emergency care facility, as well as personal protection, and decontamination procedures.



- MBE/WBE: Indiana Brownfield issued an RFP to qualified environmental consultants for contractual services utilizing a competitive bidding process. Subcontracts under this procurement will also be competitively bid and will allow for the participation of MBE/WBE businesses.
- Property Profile Form: Property Profile Forms will be prepared and updated as assessment, cleanup, and redevelopment occur and cleanup and redevelopment are accomplished.
- Davis Bacon: SES understands compliance with Davis-Bacon requirements are not required.
- Sampling and Analysis Plan (SAP): A SAP will be prepared detailing methods and procedures to be utilized to assess soil, soil gas and groundwater conditions. The anticipated sampling locations are depicted on the attached site map.
- Clearing Paths: Clearing paths through wooded area to up to four proposed sampling locations. Fallen trees, and debris at site will be relocated and shall remain at site. Scrub vegetations and small trees may be cut down. The scrub vegetation and small trees will remain onsite.

Subject to QAPP, HASP, and SAP approvals, sampling will generally be conducted as follows:

1. Up to 10 borings will be extended to a depth of approximately 25 feet using direct push methods for soil and groundwater sampling purposes.
2. Up to 5 borings will be extended, adjacent to Item #1 borings, to a depth of approximately 5 feet using direct push methods for soil gas sampling purposes (adjacent borings will not require soil testing).
3. 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.
4. A portion of each sample interval will be equally divided and placed in a plastic container for headspace analysis using a PID instrument (for screening and possible sample depth collection purposes).
5. Two soil samples will be retained from each proposed Item 1 borings 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.
6. 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.
7. 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.
8. Soil samples will be analyzed for VOCs in accordance with SW846 Method 8260, SVOCs (Method 8270), PCBs (Method 8082), RCRA 8 metals (Method 6010/7471) with hexavalent chromium (Method 719), and thallium (Method 6020) on a dry weight basis. SES notes that solvent, oil, and kerosene dumping was identified at adjacent property, by Envirocorp, 1994. Quality assurance samples will include duplicates, equipment blanks and MS/MSDs. A level IV analytical data package will be requested from the laboratory.
9. Up to five exterior soil gas samples will be collected in accordance with the IDEM R2 to determine if solvent vapors are present. Stainless-steel points for exterior soil gas locations will be installed at a depth of approximately 4-5 feet then developed. Installation will be completed using direct push methods adjacent to a prior soil boring and therefore, soil samples will not be retained for laboratory testing. Samples will be collected from the five installed points 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 sample point installation. One blind duplicate sample will be obtained by filling an additional 1-liter canister. The samples will be analyzed for VOCs, including isoproponal (IPA) in accordance with Method TO-15.
10. Up to two indoor air samples from each structure will be collected from the same general area, adjacent to the



exterior soil gas points. The indoor air samples will be collected using a pre-cleaned, evacuated, laboratory-supplied 6-L Summa canisters equipped with regulator valves preset for a 8-hour sampling period. IDEM's *Indoor Air Building Survey and Sampling Form* will be completed to identify any potential bias. A duplicate indoor air sample, and one exterior ambient sample will be collected at an upwind location. Mapping will be conducted to establish sampling point locations relative to the building structure layouts.

11. Temporary groundwater sampling points will be installed at up to ten boring locations. Each point will be constructed using PVC casing and machine slotted screen. The screened interval will be ten feet in length and a sand filter pack will be applied.
12. Following temporary 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 and existing 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.
13. The temporary wells and soil gas points will also be located by GPS.
14. Following gauging, groundwater samples will be collected using low flow/low stress techniques. 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. Groundwater testing will include VOCs, RCRA 8 metals with hexavalent chromium and thallium, SVOCs, and PCBs.
 6. Metals testing will include total and dissolved. However, the samples for hexavalent chromium testing will only be field filter per EPA Method 218.6.
 7. Place samples into appropriate containers and follow sample preservation, packaging, and shipping procedures.
 8. QA/QC samples will include a trip, equipment blank, blind duplicate, and MS/MSD. A level IV analytical data package will be requested from the laboratory.
15. Paired soil gas and indoor air sampling will be conducted again either in Summer or Winter 2024, subject to actual notice to proceed, to further assess the vapor intrusion pathways, if applicable. Depth to groundwater measurements will also be conducted to further assess groundwater migration pathways.
16. Up to three permanent monitor wells will be installed at locations based on temporary monitor well sampling results. SES understands that one of the monitor wells will be installed at an accessible location near previous boring GP-13. Wells will be installed by advancing borings using direct push technology and soil samples will be field screened with a PID, visually inspected in the field by a SES geologist, and two soil depth intervals per location will be analyzed as previously described. Wells construction will consist of 2-inch, PVC casing, and a 10-foot pre-pack screens. Grout will 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. 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.
17. For the purpose of this proposal, the three monitor wells will be gauged, sampled, and groundwater evaluated for VOCs (Method 8260). The sample collection sequence will be consistent with the list provided at item 14, but testing will be limited to VOCs.
18. 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, with testing to include representative samples for VOCs, Phenol, RCRA 8 metals, and SVOCs.

Investigation methods and results will be presented in an assessment report. The report will also present



background information concerning the site and surroundings. Testing results will be compared to IDEM R2 published human health levels for determining contaminant extents and concentration significance. Supporting documentation consisting of a Data Assessment Report (DAR), laboratory analytical reports, and boring logs will be provided in the report appendix. Site maps will also be prepared presenting test results. One electronic pdf copy of the report will be provided. A SES Quality Assurance Manager will be assigned to complete the Data Assessment Report (DAR). The QA manager review will be based on data received from a laboratory that contains sufficient raw data documentation to facilitate the assessment process and allow verification of all reported sample results.

Budget and Schedule

SES will provide environmental services on a time and materials basis and the below listed special conditions. SES's total estimate of probable costs for the overall project is **\$79,013**. A cost analysis worksheet is attached (Attachment B).

The pre-assessment will be completed within 20 business weekdays of receiving authorization to proceed. The initial sampling will be conducted within 20 business weekdays of receiving SAP approval. Initial sampling will require at least 4-5 days, with up to two days for clearing paths, and the summer paired soil gas and indoor air sampling with depth to groundwater measurements will require an additional 1-2 days. The monitor well installation and sampling will be completed in summer with work expected to require two days. Normal sample analysis turn-around will require approximately 10 business weekdays for each sample shipment. Data evaluation and reporting will require 10 days, after all project documentation is received.

Special Conditions

1. Reports to be provided as an e-copy to EPA, Program, and community representative.
2. All field personnel will have 40-Hour HAZWOPER and up to date 8-hour refresher training.
3. Daily tailgate meetings will be held each morning prior to work commencing.
4. Level D PPE will apply for all tasks. Work requiring personnel to don any level of protective equipment above Level D will result in additional expense.
5. It is assumed that site security is not an issue at the site locations. If necessary, chain-link fencing can be provided as site security/safety at a negotiated rate. This proposal assumes four-foot-high orange snow fence held in-place by orange traffic barrels.
6. Access to sites will be provided without any special fees or permitting and site owners will de-energize onsite systems.
7. Contacting Indiana 811 will be sufficient to locate municipal underground utilities.
8. Hand digging will be conducted in areas where digging crosses a marked (or suspected) utility.
9. 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.
10. 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.
11. Geophysical will be conducted at cost plus markup if determined to be necessary. Note that geophysical cannot be completed under wet soil conditions or with several inches of snow cover.
12. Costs do not include seeking access to offsite properties.
13. Services will be conducted Monday through Friday only, excluding all holidays or travel advisories days.
14. All costs assume normal working conditions will be encountered and that any delays, obstructions, or other limitations may result in additional expense.
15. 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.



16. SES and SES's sub-contractor standard pay rates apply.
17. Laboratory costs assume Envision will be an approved vendor for QAPP and testing.
18. Landfills, contractors, drivers, operators, disposal facilities, etc., recently increased rates and increased expenses in overall operations. We expect another slight increase mid-year, which could affect actual fees.
19. 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%.

Closing

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

Sincerely,
SES Environmental



Glen A. Howard, CHMM
Senior Project Manager

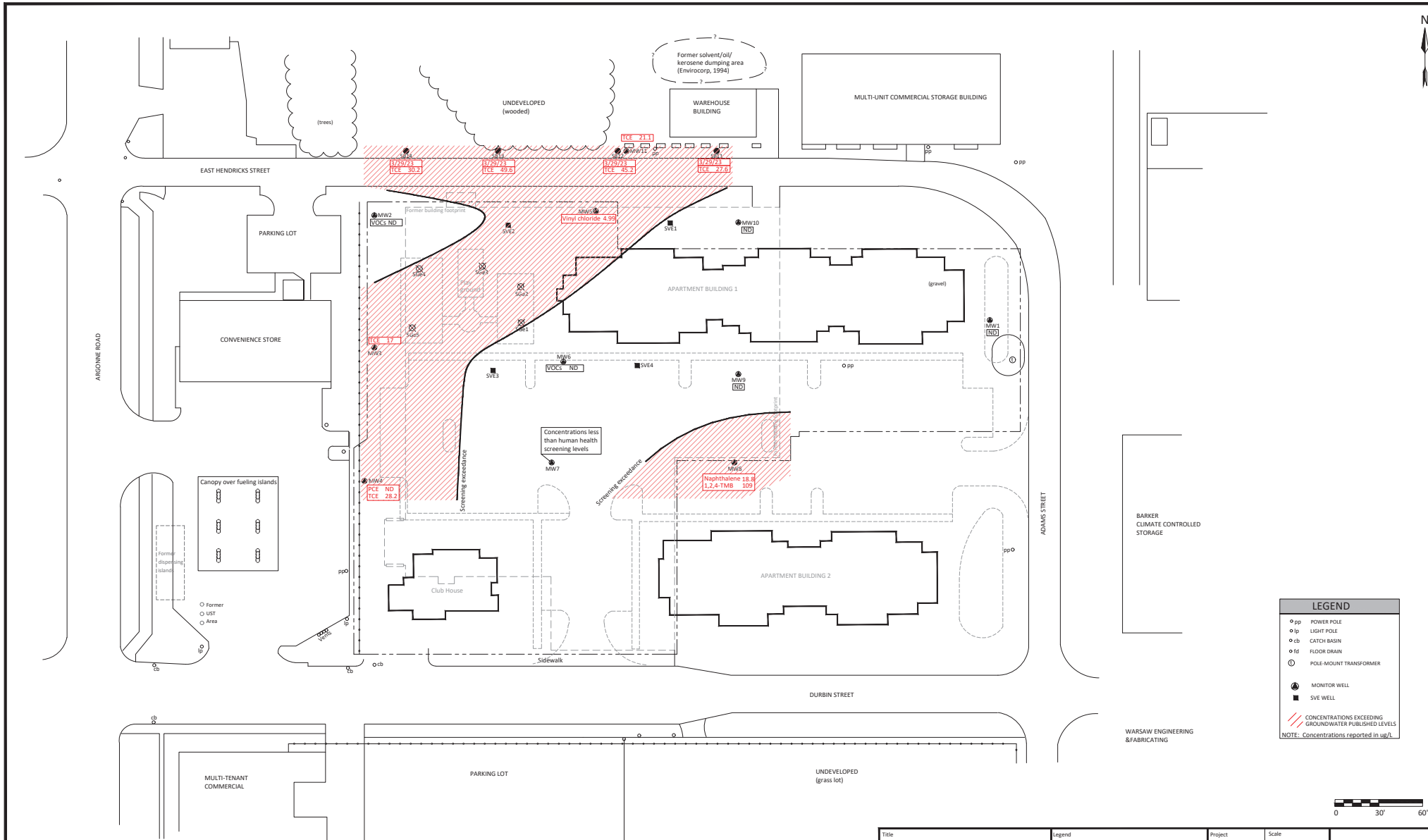
Attachments: Site Maps
 Cost Analysis Spreadsheet



Attachment A

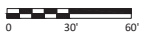
Site Maps





LEGEND	
⊙	POWER POLE
⊙	LIGHT POLE
⊙	CATCH BASIN
⊙	FLOOR DRAIN
⊙	POLE-MOUNT TRANSFORMER
⊙	MONITOR WELL
⊙	SVE WELL
▨	CONCENTRATIONS EXCEEDING GROUNDWATER PUBLISHED LEVELS

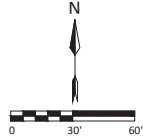
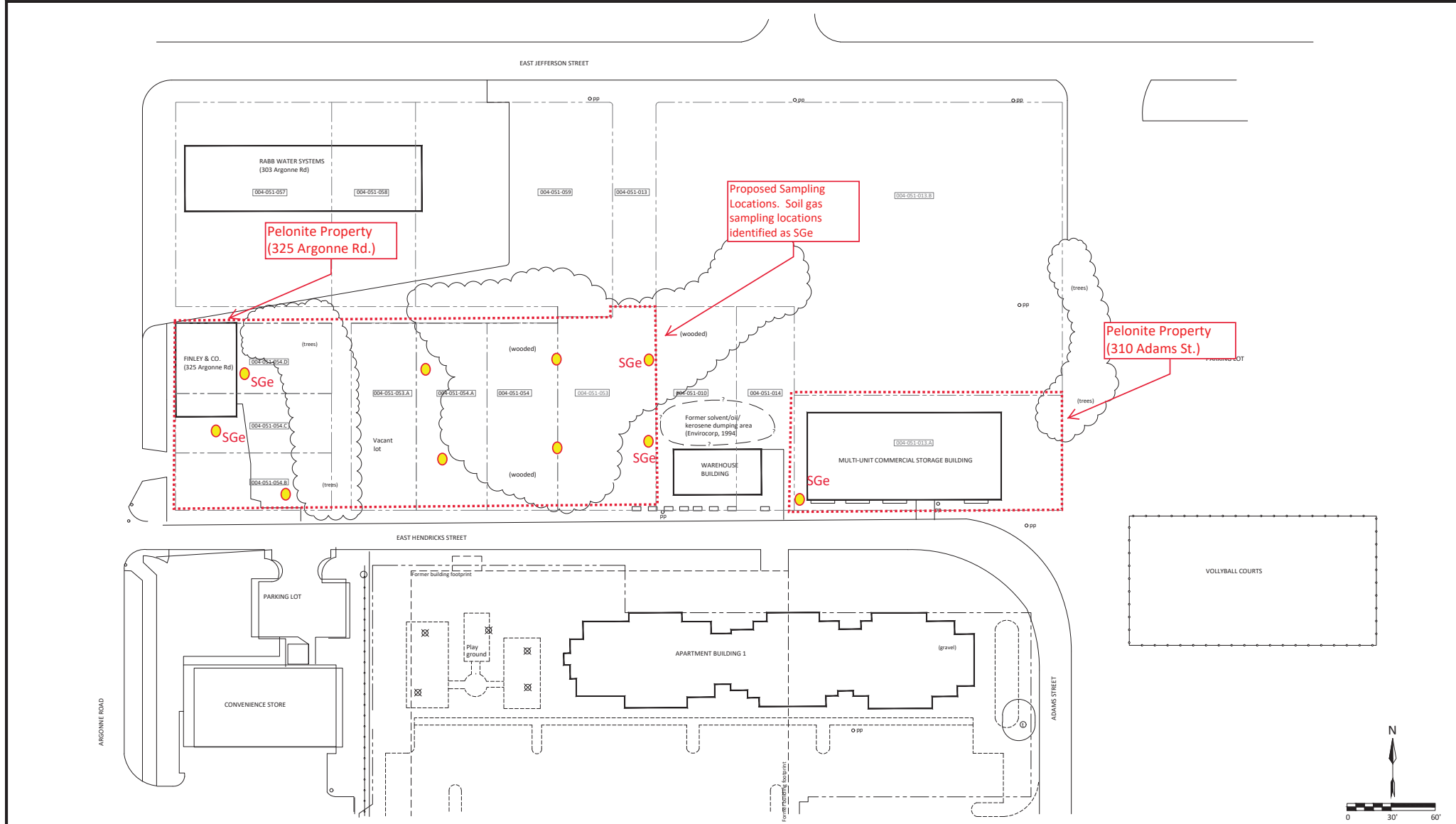
NOTE: Concentrations reported in ug/L



NOTES: 1. Base mapping digitized from Google Earth imagery dated 7-Oct-16
 2. Site details and previous sample locations digitized from Roberts Environmental and Cripe
 3. SVE startup on 2-Aug-23 @12-45p

Title: GROUNDWATER CONTAMINATION AREA February 2024		Legend:		Project: 2022260		Scale: 1" = 60'	
Location: RealAmerica/2525 LLP 2525 Durbin Street Warsaw, Kosciusko County, Indiana				Date: 3/15/24		Checked: gh	
				Drawn: dn		Figure:	
				File: 2022260		7	






Title SITE MAP	Legend	Project Proposal	Scale 1" = 60'
		Date 4/24/24	Checked gh
Location Commercial Properties 325 Argonne Warsaw, Kosciusko County, Indiana		Drawn dn	Figure 1
		File Proposal	



Attachment B

Cost Analysis Spreadsheet



 Pelonite LLC parcels in Warsaw, IN				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								\$ 1,800.00											\$ 1,800.00
II. Category - Geophysical and Profiling								\$ -											\$ -
A. Staff Hours (list hours for each staff separately for this Category)							\$ -												\$ -
		hr				\$ -													
		hr				\$ -													
		hr				\$ -													
		hr				\$ -													
Drafting - Site Maps							\$ -												
B. Materials and Equipment (list each separately for this Category)							\$ -												\$ -
		day				\$ -													
		day				\$ -													
		day				\$ -													
C. Travel (reimbursed at state rates)							\$ -												\$ -
		Mileage (40 round trip)	mi			\$ -													
		Hotel	night			\$ -													
D. Subcontractors (list all subcontractors separately for this Category)							\$ -												\$ -
		Per				\$ -													
		Per				\$ -													
		est				\$ -													
		\$	-			\$ -													
III. Category - Soil Removal & Remediation (Field Phase)								\$ -											\$ -
A. Staff Hours (list hours for each staff separately for this Category)							\$ -												\$ -
		Field Tech (8 days) + recordkeeping	hr			\$ -													
		Senior PM - waste disposal arrangements	hr			\$ -													
		Field Geo - Injection Oversight	hr			\$ -													
B. Materials and Equipment (list each separately for this Category)							\$ -												\$ -
		PID	day			\$ -													
		Sampling Supplies (gloves, baggies, ice, etc)	day			\$ -													
		Mapping Equipment/Camera/General Supplies	day			\$ -													
		Other (office copies, expendables, field)	ea			\$ -													
		\$	-			\$ -													
C. Travel (reimbursed at state rates)							\$ -												\$ -
		Mileage	mi		\$ 0.46	\$ -													
		Hotel	night		\$ 97.00	\$ -													
D. Subcontractors (list all subcontractors separately for this Category)							\$ -												\$ -
						\$ -													
						\$ -													

SES				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	
Pelonite LLC parcels in Warsaw, IN																			
IV. Category - Subsurface Investigation (Field Phase)								\$ 55,372.15											
A. Staff Hours (list hours for each staff separately for this Category)								\$ 7,385.00											\$ 7,385.00
Field Tech 1 - exterior soil gas sampling, probe and clearing oversight, prep	24	hr	\$ 75.00				\$ 1,800.00												
Field Tech 2 - soil sampling, temp well install, monitoring probing work	20	hr	\$ 75.00				\$ 1,500.00												
Field Tech 3 - low flow groundwater sampling	12	hr	\$ 75.00				\$ 900.00												
Field Tech 3 - records and log forms prepared	6	hr	\$ 75.00				\$ 450.00												
Field Tech 4 - second time pair soil gas /indoor air and gauging	8	hr	\$ 75.00				\$ 600.00												
Operator - abandon sampling points	8	hr	\$ 75.00				\$ 600.00												
Drafting - base map, layouts, sampling locations	3	hr	\$ 75.00				\$ 225.00												
Senior PM - drum disposal, labeling, profile, manifest	4	hr	\$ 140.00				\$ 560.00												
PM - coordinate field work, access to utility corridor, and management	6	hr	\$ 125.00				\$ 750.00												
B. Materials and Equipment (list each separately for this Category)								\$ 2,125.00											\$ 2,125.00
PID	3	day	\$ 90.00				\$ 270.00												
Water Level	4	day	\$ 20.00				\$ 80.00												
peristaltic - soil gas development	3	day	\$ 45.00				\$ 135.00												
Sampling Supplies (gloves, baggies, ice, etc)	6	day	\$ 45.00				\$ 270.00												
YSI multi parameter meter	2	day	\$ 125.00				\$ 250.00												
Bladder pump	2	day	\$ 180.00				\$ 360.00												
Poly tubing for pump	600	ft	\$ 0.25				\$ 150.00												
Turbidity meter	2	day	\$ 55.00				\$ 110.00												
Meters, Equipment, Field Expendables (borings, wells)	6	day	\$ 75.00				\$ 450.00												
Other (office copies, document publication)	1	ea	\$ 50.00				\$ 50.00												
C. Travel (reimbursed at state rates)								\$ 276.00											\$ 276.00
Mileage (field techs)	600	mi	\$ 0.46				\$ 276.00												
Hotel		night	\$ 97.00				\$ -												
D. Subcontractors (list all subcontractors separately for this Category)								\$ 45,586.15											\$ 45,586.15
Envision - VOC: 20 soil+10 gw+ 2 dup+2 mmsd+2equipment + 1 trip	37	Per	\$ 54.00				\$ 1,998.00												
Envision - SVOCs soils	23	Per	\$ 108.00				\$ 2,484.00												
Envision - SVOCs+SIM water	13	Per	\$ 135.00				\$ 1,755.00												
Envision - PCBs sub First Enviro	36	Per	\$ 97.20				\$ 3,499.20												
Envision - RCRA 8 Metals	36	Per	\$ 75.60				\$ 2,721.60												
Envision - filtering	13	Per	\$ 10.00				\$ 130.00												
Envision - dissolved RCRA 8 Metals, and thallium	13	Per	\$ 102.60				\$ 1,333.80												
Envision - Hex Chromium - soil sub to First Enviro	23	Per	\$ 43.20				\$ 993.60												
Envision - Hex Chromium - groundwater sub to Eurofin	13	Per	\$ 138.24				\$ 1,797.12												
Envision - thallium - soil/groundwater	36	Per	\$ 27.00				\$ 972.00												
Envision - TO-15 Vapor (5 soil gas+4 indoor+1 upwind+2 dup)	12	Per	\$ 184.00				\$ 2,208.00												
Envision - TO-15 Summer or Winter (5 soil gas+4 indoor+1 upwind+2 dup)	12	Per	\$ 184.00				\$ 2,208.00												
Envision - Individual Certified Clean Canister	24	Per	\$ 22.00				\$ 528.00												
Level IV	16%	ls	\$ 22,628.32				\$ 3,665.79												
VOC, Phenol, RCRA 8 metals, Paint, and SVOCs (profile for disposal)	2	Per	\$ 297.00				\$ 594.00												
Utility Locating (american)	1	est	\$ 825.00				\$ 825.00												
GPS ten temp points (american)	1	est	\$ 825.00				\$ 825.00												
Clearing Path through wooded area (two days per SCS quote)	1	est	\$ 6,050.00				\$ 6,050.00												
Contractor Probing (borings, temp wells, and soil gas points)	1	ls	\$ 7,563.00				\$ 7,563.00												
pickup, transport and disposal (listed waste)	1	est	\$ 2,050.00				\$ 2,050.00												
markup (probing/disposal)	0.08		\$ 17,313.00				\$ 1,385.04												

SES Pelonite LLC parcels in Warsaw, IN	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
V. Category - Monitoring Well Install/Quarterly Monitoring (Field Phase)					\$ 12,661.04										
A. Staff Hours (list hours for each staff separately for this Category)					\$ 2,660.00										\$ 2,660.00
Field Tech 1 - soil sampling, monitor well install, monitoring work	10	hr	\$ 75.00	\$ 750.00											
Field Tech 2 - low flow groundwater sampling	6	hr	\$ 75.00	\$ 450.00											
Field Tech 3 - records and log forms prepared	2	hr	\$ 75.00	\$ 150.00											
Senior PM - drum disposal, labeling, profile, manifest	4	hr	\$ 140.00	\$ 560.00											
PM - coordinate field work, access to utility corridor, and management	6	hr	\$ 125.00	\$ 750.00											
B. Materials and Equipment (list each separately for this Category)					\$ 870.00										\$ 870.00
PID	1	day	\$ 90.00	\$ 90.00											
Water Level	2	day	\$ 15.00	\$ 30.00											
Sampling Supplies (gloves, baggies, ice, etc)	2	day	\$ 45.00	\$ 90.00											
YSI multi parameter meter	1	day	\$ 125.00	\$ 125.00											
Bladder pump	1	day	\$ 180.00	\$ 180.00											
Poly tubing for pump	180	ft	\$ 0.25	\$ 45.00											
Turbidity meter	2	day	\$ 55.00	\$ 110.00											
Meters, Equipment, Field Expendables (borings, wells)	2	day	\$ 75.00	\$ 150.00											
Other (office copies, document publication)	1	ea	\$ 50.00	\$ 50.00											
C. Travel (reimbursed at state rates)					\$ 82.80										\$ 82.80
Mileage (2 round trip x 90 miles)	180	mi	\$ 0.46	\$ 82.80											
Hotel		night	\$ 97.00	\$ -											
D. Subcontractors (list all subcontractors separately for this Category)					\$ 9,048.24										\$ 9,048.24
Contractor Monitor Well Install	1	ls	\$ 4,564.00	\$ 4,564.00											
City Warsaw - Well Permit	1	est	\$ 75.00	\$ 75.00											
Envision - VOC: 6 soil+3 gw+ 2 dup+2 msmsd+2equipment + 1 trip	16	Per	\$ 54.00	\$ 864.00											
GPS monitor wells	1	est	\$ 825.00	\$ 825.00											
pickup, transport and disposal (listed waste)	1	est	\$ 2,050.00	\$ 2,050.00											
markup (probing/disposal)	0.08		\$ 8,378.00	\$ 670.24											
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)				\$ -											\$ -

SES Pelonite LLC parcels in Warsaw, IN				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		
VII. Category - Reporting																				
A. QAPP - amend an existing																				\$ 400.00
B. HASP																			\$ 420.00	
C. Profile/MBE/WBE																			\$ 500.00	
D. DAR/field audit (two phases two DAR/audits)																			\$ 1,800.00	
E. SAP																			\$ 560.00	
F. Assessment Report																			\$ 3,000.00	
G. Summer Paired Sampling, Monitor Well Install/Sampling and GW Flow Summary																			\$ 1,200.00	
H. Allowance for Site Meetings and Discussions																			\$ 800.00	
I. Posting EPA and/or BIL. Sign if applicable																			\$ 500.00	
																			\$ -	
TOTAL																			\$ 79,013.19	
Change Order #1																			\$ -	
Change Order #2																			\$ -	
Change Order #3																			\$ -	
Change Order #4																			\$ -	
Change Order #5																			\$ -	
Revised TOTAL																			\$ 79,013.19	
ADDITIONAL INFORMATION																				
1. Category V items are lump sum estimates																				
2. A, B, C, D, E, F, G and H in Category VI are maximum, not-to-exceed estimates. All reporting costs should be included in the report estimate, including staff time to prepare the report, mailing expenses, copying costs, etc.																				
3. Payment for the reports listed in Category VI will be issued after the report has been reviewed and approved by the Brownfields Program. Payment for the Final Report will be made after the Brownfields Program has issued some form of completion documentation regarding the work completed.																				
4. Requests for payment must be submitted on this form and be accompanied by the Disbursement Request Form and all appropriate supporting documentation.																				
5. Following Program approval of the scope of work/budget, Program pre-approval is required for cost shifts between categories.																				

Attachment B

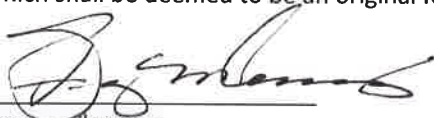
Copy of Executed Site Access Agreement


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

This Site Access Agreement ("Agreement") is made by and between Pelonite LLC d/b/a D&G Investments ("Owner"), the Indiana Brownfields Program ("Program"), and SES Environmental ("Consultant") regarding the Owner's property located at 310 Adams Street (and associated vacant lots 310-316) in Warsaw, Kosciusko County, Indiana ("Site"), Site Identification Number 4240203. This access is given in connection with site activities to be conducted primarily with 128(a) Site Specific Activities. The Program requests permission for the Consultant to enter the Site for the exclusive purposes of conducting environmental investigation and/or remediation activities at the Site.

1. Owner hereby gives permission to Consultant or other authorized environmental contractors, Indiana Department of Environmental Management ("IDEM") employees, Indiana Finance Authority ("IFA") employees, or other designees authorized by the Program and/or Consultant (collectively, "Authorized Parties") to enter upon the Site to perform investigation and/or remediation activities at the Site. This permission is effective immediately upon the execution of this Agreement by Owner and the Consultant and acceptance of the Agreement by the Program.
2. The permission granted by Owner under this Agreement is contemplated to be used for the following activities that may be performed by Authorized Parties:
 - a. Having access to areas where contamination may exist, including areas where underground storage tanks ("USTs"), aboveground storage tanks ("ASTs") or petroleum and/or hazardous substances releases are, or are suspected to be, located;
 - b. Investigation and/or remediation of soil, sediment, vapor, water and groundwater, including, but not limited to, the installation of soil borings, test pits and/or groundwater monitoring wells, the use of geophysical equipment, the use of drilling equipment for collection of soil, vapor, water, groundwater and sediment samples, the logging, gauging and sampling of existing wells, video taping, preparation of site sketches, taking photographs, any testing or sampling of groundwater, soil, surface water, sediments, air, soil vapor or other material deemed appropriate by the Program and the like.
 - c. Removal, treatment and/or disposal of contaminated soil, sediment, water, vapor and solid and/or hazardous waste, which may include the installation of contaminant recovery wells or other treatment systems.
 - d. Excavation and disposal of USTs, associated piping and system components, including tank contents.
 - e. On-Site observation and oversight of environmental investigation and/or remediation activities.
 - f. Disclosure of environmental information as required by law.
3. Upon completion of the investigation and/or remediation, Authorized Parties will restore the property as near as practicable to its condition immediately prior to the commencement of such activities, but not including paving or concrete replacement at ground surface.
4. In the event there is residual contamination after completion of investigation and/or remediation activities, one or more land use restrictions (e.g., prohibiting groundwater use) may be necessary to ensure safe use of the Site. Such restriction(s) will be required to be implemented through recordation of an environmental restrictive covenant (ERC) on the deed for the Site. By executing this Agreement, the Owner is agreeing to record such an ERC on the deed for the Site in the County Recorder's Office if it is required by the Program to achieve closure under the IDEM *Risk-based Closure Guide* (July 2022 and applicable revisions). The Owner is responsible for the costs of recording such an ERC.
5. The granting of this permission by the Owner is not intended, nor should it be construed, as an admission of liability on the part of the Owner or the Owner's successors and assigns for any contamination discovered on the Site.
6. Authorized Parties may enter the Site during normal business hours and may also make special arrangements to enter the Site at other times after agreement from the Owner.

7. Authorized Parties shall enter upon the Site at their own risk, and Owner shall not be held responsible or liable for injury, damage, or loss incurred by any Authorized Party arising out of or in connection with activities under this Agreement, except to the extent that any injury is caused due to the acts or omissions of Owner, any lessee of the Site, or any employee or agent of the Owner.
8. Neither the State nor the IFA is providing any indemnification, either jointly or severally, to the Owner, the Consultant or its agents, assigns or designees.
9. The Program will supply to Owner all information derived from the environmental investigation or remedial activities conducted at the Site. The Program may use such information for any purpose at the Program's sole discretion. The Consultant will hold in confidence all such information except as instructed by the Program and the Owner or as required to be disclosed by law.
10. In exercising its access privileges, Authorized Parties will take reasonable steps not to interfere with the Owner's operations on the Site.
11. Authorized Parties will give notice to the Owner at least one (1) week in advance of the start of field activities on the Site.
12. Owner ensures that Owner and any/all Site operators will give Authorized Parties access to the entire Site for the purposes set forth in this Agreement.
13. Any party to this Agreement may terminate this Agreement by giving two (2) months advanced written notice, or all parties may terminate the Agreement at any time by written agreement.
14. This Agreement shall expire upon the Program's correspondence to the Owner indicating completion of project activities under the 128(a) grant award.
15. Copies of this Agreement may be executed separately by the parties, and once executed by the parties to this Agreement, all such copies taken together shall constitute a single contract. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original for all purposes.


 George Clemens
 Pelonite LLC d/b/a D&G Investments
 Site Owner


 Whitney Shilling
 [insert name]
 Witness

March 7, 2024
 Date

3-7-24
 Date

Site Owner's Telephone Number: 514-453-8359
 Site Owner's Mailing Address (if other than Site address):

1121 COUNTRY CLUB LANE
WILSON, IN. 46580

For the benefit of [insert consultant's name]:
 SES Environmental


 [insert authorized signatory's name]
 [insert signatory's title]

06/28/2024
 Date

Accepted by the Indiana Brownfields Program by:


 Tracey Michael, LPG
 Indiana Brownfields Program

3-8-24
 Date

Attachment C
Disbursement Request Form

INDIANA BROWNFIELDS PROGRAM - DISBURSEMENT REQUEST FORM

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

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

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

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

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

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

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

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

23. Payment/Wiring Instructions (for the entity receiving payment)

23a. Bank Name: _____
23b. Bank Contact, Phone#: _____
23c. Account Number: _____
23d. Routing Number: _____

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

AUTHORIZED REPRESENTATIVE SIGNATURE

Date