



CITY OF SOUTH BEND

BOARD OF PUBLIC WORKS



January 13, 2026

Ms. Arielle Bisoglio
American Environmental Corporation
8500 Georgetown Rd.
Indianapolis, IN 46268
abisoglio@aecindy.com

RE: Authorization for Entry for Environmental Remediation

Dear Ms. Bisoglio:

At its January 13, 2026 meeting, the Board of Public Works approved the above referenced agreement for authorization entry upon public property/right of way for drilling and environmental remediation.

Enclosed please find a copy of the agreement for your records.

If you have any further questions, please call this office at (574) 235-9251.

Sincerely,

/s/ Hillary Horvath

Hillary Horvath, Clerk



CITY OF SOUTH BEND JAMES MUELLER, MAYOR

BOARD OF PUBLIC WORKS

SOUTH BEND CITY HALL
215 S. DR. MARTIN LUTHER KING, JR. BLVD. SUITE #400
SOUTH BEND, INDIANA 46601
PHONE 574/235-9251

**AGREEMENT AUTHORIZING ENTRY UPON PUBLIC PROPERTY FOR
DRILLING PURPOSES AND REVOCABLE PERMIT FOR
ENVIRONMENTAL REMEDIATION PURPOSES**

THIS AGREEMENT, is made effective the 13th day of January, 2026, by and between the City of South Bend Board of Public Works having its offices located at 215 S. Dr. Martin Luther King, Jr. Blvd. Suite 400, South Bend, Indiana 46601 and AEC, LLC and is in the business of performing environmental assessments and remediation of polluted sites for its clients; and

WHEREAS, AEC, LLC desires access to public property located within the public right-of-way at the entrance to alleyway to the north of Belmont Avenue between addresses 710 South Eddy Street and 1117 Belmont Avenue for the purpose of drilling one boring for a probe of soil and/or water samples and installation of a monitoring well and the City is agreeable to such additional environmental remediation activities ("the Work"); and

WHEREAS, the care, custody and control of City-owned property and the supervision of streets, public ways and sidewalks is vested in its Board of Public Works pursuant to I.C. 36-9-6, *et seq.*; and

WHEREAS, the City, acting by and through its Board of Public Works, is willing to permit AEC, LLC and its respective agents and consultants to gain access to the property identified herein subject to the following terms and conditions.

NOW THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties restate and amend the Permit in its entirety as follows:

1. The City, acting by and through its Board of Public Works ("City") hereby grants to AEC, LLC, its agents, contractors, employees and successors and assigns, a temporary, non-exclusive right on, in, across and under the property located within the public right-of-way of the entrance to alleyway to the north of Belmont Avenue between addresses 710 South Eddy Street and 1117 Belmont Avenue ("Property") for the purposes of the investigation, surveying and sampling of soils and improvements including drilling borings for a probe of soil and/or water samples and installation of monitoring wells. The City understands and acknowledges that the number of borings and/or monitoring wells reasonably necessary to accomplish the remediation activities may change over the term of this agreement and are further subject to direction from

the Indiana Department of Environmental Management ("IDEM").

2. AEC, LLC will drill and install the wells in a professional manner in accordance with state laws and regulations, and shall keep interference with the surrounding property and transportation to a minimum, as is consistent with such standards.

3. If any improved or paved property is disturbed by the drilling or installation of the wells, AEC, LLC shall restore said property to its original state or better as soon as practical upon the completion of the installation of the wells;

4. The work to be performed shall not interfere with any existing easement without the consent of the owner of said easement;

5. In consideration for the approval of this agreement by the City, AEC, LLC agrees and undertakes to hold the Civil City of South Bend, Indiana, Board of Public Works, their agents and employees, free and harmless from any liability, loss, costs, damages or expenses, including attorney's fees caused by the Work, which the Civil City of South Bend or the Board of Public Works may suffer or occurs as the result of any claims or actions that may be brought by a person arising out of the approval of this request by the Board of Public Works.

6. AEC, LLC shall abide by all other laws of the United States, State of Indiana, and the City of South Bend in performing the work in the City of South Bend. AEC, LLC shall submit for prior approval a traffic control plan prior to obstructing any public street in the City of South Bend.

7. This authority is limited to the scope of work described on EXHIBIT 1 attached hereto and incorporated herein.

8. The monitoring wells shall be properly abandoned not later than December 31, 2032 unless otherwise agreed by the City in writing or as otherwise directed by IDEM. After abandonment of the wells, AEC, LLC shall cause the property in the right-of-way to be restored to its original state or better within thirty (30) days.

9. Prior to any entry on the land, AEC, LLC shall deliver to the Clerk of the Board of Public Works a Certificate of Insurance listing the City of South Bend as an additional insured, which insurance shall be in the amount of Five Million Dollars (\$5,000,000) aggregate and Seven Hundred Thousand dollars (\$700,000) per occurrence. AEC, LLC has heretofore posted a \$5,000 excavation bond.

10. When AEC, LLC notifies the Board of Public Works that the monitoring wells have been removed, South Bend will inspect the work and, if satisfied that there has been compliance with Paragraph 8 of this document, the bond and insurance may be cancelled.

11. In further consideration for the approval by the Board of Public Works of the City of South Bend of this Agreement Authorizing Entry Upon Public Property for Drilling

Purposes, AEC, LLC shall provide the City with an annual fact sheet summarizing the testing performed and the resulting findings including, but not limited to, a listing of contaminates of concern, the extent of such contaminates and the direction of any contamination that is determined to be migrating to or away from the testing area. Such annual summary shall be submitted on or before December 1st of each year during the life of this agreement and delivered to the Director of Public Works, 227 West Jefferson, 13th Floor, County-City Building, South Bend, Indiana 46601. Further, AEC, LLC agrees that upon the request of the City, AEC, LLC shall make available to the City the results of the testing. Such access shall be granted at a reasonable place and time.

12. It is also agreed that AEC, LLC shall apply to the City of South Bend's Engineering Office for an excavation permit and shall pay the appropriate fee for said permit.

13. This agreement shall be governed by the laws of the State of Indiana. [SIGNATURE PAGE ATTACHED]

CITY OF SOUTH BEND, INDIANA
BOARD OF PUBLIC WORKS



Elizabeth A. Maradik, President



Murray L. Miller, Member



Abigail E. Magas, Member



Joseph R. Molnar, Vice President



Breana N. Micou, Member



Attest: Hillary R. Horvath, Clerk

Date: January 13, 2026

The undersigned person represents that he/she has authority on behalf of AEC, LLC, to execute this agreement on its behalf and acknowledges its obligations to indemnify and hold harmless the Civil City of South Bend as set forth in this agreement.

AEC, LLC


Signature

Arielle Bisoglio, Project Manager
Printed Name and Title

WITNESS:


Signature

Audrey Smith Kortz, Senior Project Manager
Printed Name and Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/24/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Aspen Klaus	
McGowan Insurance Group 355 Indiana Avenue Suite 200 Indianapolis		PHONE (A/C, No, Ext): (317) 464-5000	FAX (A/C, No): (317) 464-5001
		E-MAIL ADDRESS: aspenk@mcgowaninsgrp.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Homeland Insurance Co of NY	
INSURED		INSURER B: Selective of South Carolina	NAIC # 19259
Creek Run, LLC; AEC, LLC 1 Creek Run Dr.		INSURER C: Bridgefield Casualty Ins Co	10335
Montpelier		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 2025 Master REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	7930136570000	10/15/2024	01/01/2026			EACH OCCURRENCE	\$ 2,000,000			
							DAMAGE TO RENTED PREMISES (Ea occurrence)		\$ 50,000		
							MED EXP (Any one person)		\$ 5,000		
							PERSONAL & ADV INJURY		\$ 2,000,000		
							GENERAL AGGREGATE		\$ 2,000,000		
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	S 2351384	01/01/2025	01/01/2026			PRODUCTS - COMP/OP AGG	\$ 2,000,000			
							COMBINED SINGLE LIMIT (Ea accident)		\$ 1,000,000		
							BODILY INJURY (Per person)		\$		
							BODILY INJURY (Per accident)		\$		
							PROPERTY DAMAGE (Per accident)		\$		
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> CLAIMS-MADE	7930136580000	10/15/2024	01/01/2026			EACH OCCURRENCE	\$ 5,000,000			
							AGGREGATE		\$ 5,000,000		
									\$		
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N Y	N / A	196-59794	01/01/2025	01/01/2026	<input checked="" type="checkbox"/> PER STATUTE	OTHE- R			
									E.L. EACH ACCIDENT		\$ 1,000,000
									E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000
									E.L. DISEASE - POLICY LIMIT		\$ 1,000,000
A	Contractor's Pollution Liability Professional Liability			7930136570000	10/15/2024	01/01/2026	Each Pollution Condition	\$2,000,000			
							Professional Each Claim	\$2,000,000			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: East Mishawaka Avenue (south side) to the north of address 1104 East Mishawaka Avenue and The entrance to alleyway to the north of Belmont Avenue between addresses 710 South Eddy Street and 1117 Belmont Avenue.

Clerk of the Board of Public Works City of South Bend is additional insured on the commercial general liability, automobile liability, and umbrella liability on a primary and non-contributory basis when required by written contract. Waiver of subrogation applies in favor of the additional insured(s) on the general liability, automobile liability, workers compensation and umbrella liability when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Clerk of the Board of Public Works City of South Bend 215 S. Dr. Martin Luther King, Jr. Blvd. Suite 400 South Bend	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
	AUTHORIZED REPRESENTATIVE 	
IN 46601		

© 1988-2015 ACORD CORPORATION. All rights reserved.

BOARD OF PUBLIC WORKS
AGENDA ITEM REVIEW REQUEST FORM

Date: 1/5/2026
 Name: Gemma Stanton Department of Public Works – Engineering Division
 BPW Date: 1/13/2026 Phone Extension: 9083

Required Prior to Submittal to Board		
BPW Attorney	X	Attorney Name _____
Dept. Attorney	<input type="checkbox"/>	Attorney Name _____
Purchasing	<input type="checkbox"/>	_____

Check the Appropriate Item Type – <i>Required for All Submissions</i>					
<input type="checkbox"/> Professional Services Agreement	<input type="checkbox"/> Contract	<input type="checkbox"/> Proposal	<input type="checkbox"/> Special Purchase, QPA	<input type="checkbox"/> Req. to Advertise	<input type="checkbox"/> Title Sheet
<input type="checkbox"/> Open Market Contract	<input type="checkbox"/> Amendment/Addendum	<input type="checkbox"/> Reject Bids/Quotes	<input type="checkbox"/> C/O & PCA No. _____	<input type="checkbox"/> PCA	<input type="checkbox"/> Resolution
<input type="checkbox"/> Bid Opening	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Ease./Encroach	<input type="checkbox"/> Traffic Control	<input type="checkbox"/> Ease./Encroach	
<input type="checkbox"/> Quote Opening	<input type="checkbox"/> Quote Award				
<input type="checkbox"/> Proposal Opening	<input type="checkbox"/> C/O & PCA No. _____				
<input type="checkbox"/> Chg. Order, No. _____	<input type="checkbox"/> Traffic Control				
<input checked="" type="checkbox"/> Other: Authorization for					

Entry for Environmental

Remediation

Required Information				
Company or Vendor Name	American Environmental Corporation			
New Vendor	<input type="checkbox"/> Yes	<input type="checkbox"/> If Yes, Approved by Purchasing		
MBE/WBE Contractor	<input type="checkbox"/> No	<input type="checkbox"/> MBE	Completed E-Verify Form Attached	
	<input type="checkbox"/> WBE	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Project Name	N/A			
Project Number	N/A			
Funding Source	N/A			
Account No.	N/A			
Amount	N/A			
Terms of Contract				
Special Contract Provisions				
Purpose/Description	Agreement authorization entry upon public property/right of way for drilling and environmental remediation purposes			

For Change Orders Only		
Amount of	<input type="checkbox"/>	Increase <u>\$</u>
		Decrease <u>(\$)</u>
Previous Amount		<u>\$</u>
Current Percent of Change:		Increase <u>%</u>
New Amount		Decrease <u>(%)</u>
Total Percent of Change:		Increase <u>%</u>
Time Extension Amount:		Decrease <u>(%)</u>
New Completion Date:		