

CITY OF SOUTH BEND, INDIANA
ENVIRONMENTAL ACCESS AGREEMENT

THIS AGREEMENT is made effective the 26th day of May 2026 (“Effective Date”), by the City of South Bend, by and through its Board of Public Works (the "City") and Aunalytics, Incorporated (“Aunalytics”).

RECITALS

WHEREAS, in accordance with IC 36-9-6 *et. al*, the Board of Public Works is the authorized contracting agent of the City of South Bend; and

WHEREAS, Aunalytics is the owner of certain property located at 1440 Ignition Drive within the City of South Bend, Indiana (“Property”); and

WHEREAS, the parties acknowledge that certain environmental conditions exist at the Property, and the City desires access to the Property for the purpose of conducting continued and/or further environmental investigative testing (the “Activity”); and

WHEREAS, Aunalytics is willing to permit the City and its designated contractor(s) access to the Property subject to certain terms and conditions set forth in this Agreement.

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

1. Aunalytics shall cooperate in allowing the City, as well as its respective agents and contractors access to and use of the Property at all reasonable times to enable the City and its agents and contractors to obtain reasonable and necessary environmental investigative data, including, but not limited to, soil, soil gas, and groundwater data. To the extent required by the State or Federal government related to the Activity, Aunalytics will allow the City to bore additional wells or take such additional samples as necessary to complete the Activity, provided that the City shall cause its designated contractor to cause as little disturbance as possible to the Property and shall take care to bring the Property to as substantially similar condition as possible as of the Effective Date. The license to access the Property shall continue for a term of five years to ascertain site conditions and perform remedial work, as determined necessary at the City’s sole cost and expense. Upon the expiration of the initial term, the agreement may be renewed for an additional term with the same terms and conditions set forth herein, provided that both parties mutually agree. Prior to conducting any soil borings, well installations, or subsurface intrusive work, the City shall provide Aunalytics with a written boring/work plan identifying the proposed location(s), purpose, and scope of such work no fewer than ten (10) business days prior to commencement. Aunalytics shall have the right to review and comment on the proposed location(s). If Aunalytics reasonably objects to a proposed location due to operational, safety, structural, or infrastructure concerns, the parties shall meet and confer in good faith within five (5) business days of such objection to identify a mutually acceptable alternative location that achieves the same investigative purpose. If the parties cannot reach agreement, the matter shall be submitted to [a neutral third party / the Indiana Department of Environmental Management] for resolution prior to any work commencing at the disputed location. The City will provide

Aunalytics with reasonable of five business days prior notice of its access to the Property. Aunalytics will take reasonable actions to ensure that its agents, employees, contractors, and invitees are aware of the location of any monitoring wells or any remediation equipment in order to avoid damage thereto and potential exacerbation of any hazardous substance (as defined at 42 U.S.C.A. § 9601).

2. Aunalytics shall not intentionally or unreasonably impair the City's ability to comply with applicable environmental laws or to perform the investigation work. Aunalytics shall, at the sole cost of the City, cooperate with and assist the City in obtaining any required approvals, consents, permits or related documents required for the performance of the investigation work.

3. In consideration for authorization and approval by Aunalytics for the City and its designated contractor(s) to enter upon and use the Property in conducting the Activity, the City hereby agrees that its contract with any such contractor shall require the contractor to hold Aunalytics, its employees, successors and assigns, free and harmless from any liability, loss, costs, damages or expenses, including attorney's fees, which Aunalytics may reasonably suffer or incur, as a result of any claims or actions which may be brought by any person or entity arising out of the approval granted herein by Aunalytics. If any action is brought against Aunalytics, its employees, successors and assigns, because of the aforementioned Activity, the undersigned agrees to require its contractor to defend Aunalytics in such action or proceedings at its own expense and to pay any judgment rendered therein. To the extent that the City's contractor refuses to indemnify Aunalytics against claims made as specified in this paragraph, the City shall assume the obligations expressed herein.

4. Aunalytics represents and warrants that it is lawfully seized of the Property, that it has full right and power to grant the access right, and that the Property is free from all encumbrances, except any matters of record. Further, Aunalytics reserves for itself the free use of the Property in any manner not inconsistent with the terms of this Agreement.

5. The parties intend that each of the rights and obligations set forth herein shall inure to the burden or benefit of the respective parties and their related companies, successors, agents, and assigns.

6. This Agreement shall be governed and construed in accordance with the laws of the State of Indiana and any claims arising hereunder shall be brought in the courts of St. Joseph County, Indiana. The undersigned person(s) signing on behalf of his/her respective parties certify that he/she is duly authorized to bind his/her respective party to the terms hereof.

(Signature Page to Follow)

IN WITNESS WHEREOF, the Parties have each executed this Agreement as of the date first written above.

AUNALYTICS

Richard F. Carlton
Name: Richard F. Carlton
Title: President
Date: April 9, 2026

**CITY OF SOUTH BEND, INDIANA
BOARD OF PUBLIC WORKS**

Elizabeth A. Maradik
Elizabeth A. Maradik, President

Murray L. Miller
Murray L. Miller, Member

Abigail E. Magas, Member

Joseph R. Molnar
Joseph R. Molnar, Vice President

Breana N. Micou
Breana N. Micou, Member

Hillary R. Horvath
Attest: Hillary R. Horvath, Clerk

Date: May 26, 2026

**BOARD OF PUBLIC WORKS
AGENDA ITEM REVIEW REQUEST FORM**

Date	05/06/2026		
Name	Allison Doctor	Department	DCI
BPW Date	05/12/2026	Phone Extension	9337

Review and Approval Required Prior to Submittal to Board

Diversity Compliance and Inclusion Officer	<input type="checkbox"/>	Officer Name	_____
BPW Attorney	<input type="checkbox"/>	Attorney Name	_____
Dept. Attorney	<input checked="" type="checkbox"/>	Attorney Name	Danielle Weiss
Purchasing	<input type="checkbox"/>	_____	_____

Check the Appropriate Item Type – Required for All Submissions

<input type="checkbox"/> Professional Services Agreement	<input type="checkbox"/> Contract	<input type="checkbox"/> Proposal	
<input type="checkbox"/> Open Market Contract	<input type="checkbox"/> Amendment/Addendum	<input type="checkbox"/> Special Purchase, QPA	
<input type="checkbox"/> Bid Opening	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Req. to Advertise	<input type="checkbox"/> Title Sheet
<input type="checkbox"/> Quote Opening	<input type="checkbox"/> Quote Award	<input type="checkbox"/> Reject Bids/Quotes	
<input type="checkbox"/> Proposal Opening	<input type="checkbox"/> C/O & PCA No. _____	<input type="checkbox"/> PCA	
<input type="checkbox"/> Chg. Order, No. _____	<input type="checkbox"/> Traffic Control	<input type="checkbox"/> Resolution	
<input checked="" type="checkbox"/> Other: Access Agreement		<input type="checkbox"/> Ease./Encroach	

Required Information

Company or Vendor Name	_____		
New Vendor	<input type="checkbox"/> Yes <input type="checkbox"/> If Yes, Approved by Purchasing		
	<input type="checkbox"/> No		
MBE/WBE Contractor	<input type="checkbox"/> MBE	Completed E-Verify Form Attached	<input type="checkbox"/> Yes
	<input type="checkbox"/> WBE		<input type="checkbox"/> No
Project Name	_____		
Project Number	_____		
Funding Source	_____		
Account No.	_____		
Amount	_____		
Terms of Contract	_____		
Purpose/Description	The site access agreement would allow City of South Bend and its designees to perform environmental testing at 1440 Ignition Drive		

For Change Orders Only

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