

Site Access Agreement for Environmental Assessment Activities

MACOG Regional Brownfields Coalition

This Site Access Agreement (“Agreement”) is made by and between _____ (“Owner”), the Michiana Area Council of Governments (“MACOG”), and MACOG’s designated environmental consultant, Roberts Environmental Services, LLC (“Consultant”), regarding the Owner’s property located at _____, together with associated off-site investigation areas consisting of public right-of-way locations and existing monitoring well locations identified as part of the environmental investigation (collectively, the “Site”).

MACOG administers EPA Brownfields Assessment funding to assist communities in evaluating properties with potential environmental concerns. As part of this program, MACOG requests permission for the Consultant and/or other authorized environmental contractors, MACOG staff, local government representatives, or other designees authorized by MACOG (collectively, “Authorized Parties”) to enter the Site for the purpose of conducting environmental assessment activities.

Prior to entry onto the Site, MACOG will provide the Owner with reasonable notice identifying the Authorized Parties and anticipated field activities.

1. Grant of Access

1. The Owner hereby grants permission to Authorized Parties to enter upon the Site for the purpose of conducting environmental assessment activities as part of the MACOG Regional Brownfields Coalition program.
2. This permission becomes effective upon execution of this Agreement by the Owner and acceptance by MACOG.

2. Owner Responsibilities

As a condition of this Agreement, the Owner agrees to:

- a. Provide information regarding known utilities, underground infrastructure, and other site features that may affect field activities.
- b. Provide reasonable access to the Site, including exterior and interior areas as necessary to complete environmental assessment activities.
- c. Notify MACOG of any known hazards or conditions that may affect safe site access or field work.

3. Authorized Environmental Assessment Activities

The permission granted by the Owner under this Agreement may include, but is not limited to, the following activities:

- a. Phase I and Phase II Environmental Site Assessments;

- b. Collection of soil, groundwater, surface water, soil vapor, indoor air, or other environmental samples;
 - c. Installation, monitoring, maintenance, and abandonment of soil borings, test pits, temporary or permanent groundwater monitoring wells, and related sampling locations;
 - d. Use of drilling equipment, geophysical equipment, surveying equipment, and utility locating equipment;
 - e. Site reconnaissance, photography, mapping, surveying, preparation of sketches, and documentation;
 - f. Inspection for asbestos-containing materials, lead-based paint, or other regulated building materials, where applicable;
 - g. Oversight of environmental investigation activities;
 - h. Other environmental investigation activities reasonably necessary to evaluate environmental conditions on the Site and associated off-site investigation areas.
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4. Monitoring Wells and Equipment

The Owner agrees not to damage, remove, or interfere with any monitoring wells or other equipment installed as part of environmental assessment activities. The Owner further agrees to notify any third parties performing work on the Site of the presence of such equipment.

5. Investigation-Derived Waste

If investigation-derived waste (including soil, groundwater, or other materials) is generated during field activities and requires off-site disposal, the Owner shall be considered the generator of such waste and will execute any required waste manifests. All investigation-derived waste handling and disposal activities conducted under this Agreement will be completed at no cost to the Owner.

6. Site Restoration

Upon completion of field activities, Authorized Parties will restore the Site, to the extent practicable, to conditions similar to those existing prior to the commencement of such activities. This does not include replacement of pavement, concrete, or other permanent improvements unless otherwise agreed in writing.

7. No Admission of Liability

This Agreement shall not be construed as an admission of liability by the Owner or any successor in interest for any environmental conditions identified at the Site.

8. Access Conditions

Authorized Parties may access the Site during normal business hours or at other times as coordinated with the Owner. MACOG will provide reasonable advance notice prior to the start of field activities.

Authorized Parties will take reasonable steps to minimize disruption to any ongoing Site use or operations.

9. Assumption of Risk

Authorized Parties shall enter the Site at their own risk. The Owner shall not be liable for injury, damage, or loss incurred by Authorized Parties arising out of activities conducted under this Agreement, except to the extent caused by the negligent acts or omissions of the Owner.

Nothing in this Agreement shall be construed as requiring MACOG to indemnify the Owner.

10. Environmental Information

MACOG will provide the Owner with copies of environmental reports generated through the MACOG Brownfields Program. MACOG may use data and findings from the environmental assessment for program administration, reporting, and other lawful purposes.

11. Coordination and Interference

Authorized Parties will take reasonable steps to avoid interference with Site operations or use during the course of environmental assessment activities.

12. Termination

This Agreement may be terminated by any party upon sixty (60) days written notice to the other parties, or by mutual written agreement of all parties.

13. Costs

This Agreement does not obligate the Owner for any costs associated with environmental assessment activities conducted under the MACOG Regional Brownfields Coalition.

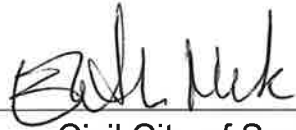
14. Duration

This Agreement shall remain in effect until completion of environmental assessment activities at the Site, as determined by MACOG, unless otherwise terminated pursuant to Section 12.

SIGNATURES

Agreed to by:

Site Owner:



Date: 7/14/2026

Site Owner Name: Civil City of South Bend

Title or Organization

(if applicable):

President of Board of Public Works

MACOG:

Date:

James Turnwald, Executive Director

Witness

(Optional):

Date:

Witness Name:

Contact Information

MACOG Point of Contact:	Name: Olivia Nix, Community Development Planner Phone: 574-598-4378 Email: onix@macog.com
Local Government Point of Contact:	Name: Allison Doctor Phone: 574-235-9337 Email: adocor@southbendin.gov
Environmental Consultant Point of Contact:	Company: Roberts Environmental LLC Name: Dave Jeffers Phone: 574-537-0881 Email: djeffers@robertsenvironmental.net
Site Owner:	Civil City of South Bend
Site Owner Authorized Executive:	
Site Owner's Telephone Number:	
Site Owner's Email:	
Site Property Address(es):	133 Cherry St, South Bend, IN 46228, with designate
Site Owner Mailing Address (if other than Site Address):	215 S Doctor M.L.K. Jr Blvd, South Bend, IN 46601
Property Parcel #(s), if known:	71-08-11-153-007.000-026

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

Date	7/2/2026	Department	DCI
Name	Allison Doctor	Phone Extension	9337
BPW Date	03/11/2025		

Review and Approval Required Prior to Submittal to Board

Diversity Compliance and Inclusion Officer	☐	Officer Name	
BPW Attorney	☐	Attorney Name	
Dept. Attorney	☒	Attorney Name	Danielle Weiss
Purchasing	☐		

Check the Appropriate Item Type – Required for All Submissions

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

Required Information

Company or Vendor Name	MACOG
New Vendor	☐ Yes ☐ If Yes, Approved by Purchasing
	☐ No
MBE/WBE Contractor	☐ MBE ☐ WBE
	Completed E-Verify Form Attached ☐ Yes ☐ No
Project Name	Environmental Testing at South Bend Range
Project Number	
Funding Source	
Account No.	
Amount	
Terms of Contract	
Purpose/Description	The agreement allows MACOG to continue environmental testing at South Bend Range.

For Change Orders Only

Amount of	☐	Increase	\$	
	☐	Decrease	(\$)	
Previous Amount			\$	
		Increase		%
Current Percent of Change:		Decrease	()	%
New Amount			\$	
		Increase		%
Total Percent of Change:		Decrease	()	%
Time Extension Amount:				