BID SPECIFICATIONS
DEMOLITION OF THE
FORMER CHRYSLER-PLYMOUTH DEALERSHIP
824 EAST 11th STREET
MICHIGAN CITY, INDIANA 46360

Prepared by:

MICHIGAN CITY REDEVELOPMENT COMMISSION
100 EAST MICHIGAN BOULEVARD
MICHIGAN CITY, INDIANA 46360
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- Attachment I: Asbestos Inspection Report
- Attachment II: Bid Proposal Form
- Attachment III: Michigan City Local Hiring/Equal Employment Opportunity Program Package
1.0 INVITATION TO BID

The City of Michigan City (City), through its Redevelopment Commission, will receive sealed bids for the asbestos abatement and demolition of the Former Chrysler-Plymouth Dealership located at 824 East 11th Street, Michigan City, Indiana 46360. This Bid Specifications may be obtained at the City Hall of Michigan City-Planning Department, 100 East Michigan Boulevard, Michigan City, Indiana 46360 or accessed online via the City of Michigan City’s website at www.emichigancity.com, under Boards and Commission-Redevelopment Commission.

This Bid Specifications provides project information and describes required information to enable qualified contractors to prepare and submit responsive bids consistent with the required bid format. The purpose of this specification is to solicit complete and comprehensive bids from qualified contractors for the purpose of furnishing all labor, materials, and equipment for the asbestos abatement and demolition of the Former Chrysler-Plymouth Dealership located at 824 East 11th Street in Michigan City, Indiana 46360. This project will require strict compliance with the requirements of the State of Indiana for Asbestos Abatement and Demolition, all appropriate paperwork and fees will be paid by the contractor. Responsive bids in the required format will enable the Redevelopment Commission the ability to select a firm to provide the requested services. To be considered responsive, sealed proposals must be submitted to the Redevelopment Commission at the place and time specified herein and must provide all of the required information relative to content and format specified herein. The Michigan City Redevelopment Commission reserves the right to reject any or all bids.

Each bidder shall deposit with his bid, a bid guarantee for not less than ten percent (10%) of the aggregate amount of the base bid. Bidders not having their principal place of business in Indiana may submit a certified check or bid bond if the bond is secured by a surety having its principal place of business in Indiana. Bidders having their principal place of business in Indiana may submit a certified check or cashier’s check, or a bid bond attached to Bid Form 96, as prescribed by the State Board of Accounts, and executed by the bidder and an acceptable surety company, payable to the City of Michigan City. Bid bonds will be returned to the unsuccessful bidders in accordance with the State of Indiana Public Bid Law. The successful bidder shall furnish Performance, Labor and Material Payment Bonds in amounts equal to 100% of the contract sum with an approved surety company. The City of Michigan City will return the successful bidder’s Bid Bond once the Performance Bond is received by the City of Michigan City.
A MANDATORY PRE-BID MEETING AND BUILDING WALK-THROUGH WILL BE HELD ON JULY 20, 2017 AT 10:00 A.M. LOCAL TIME AT THE FORMER CHRYSLER-PLYMOUTH DEALERSHIP LOCATED AT 824 EAST 11TH STREET, MICHIGAN CITY, INDIANA.

Sealed bids will be due at the City Hall of Michigan City-Planning and Redevelopment Department, located at 100 East Michigan Boulevard, Michigan City, Indiana 46360 until 3:00 p.m. local time on August 7, 2017. Any bid received after said time and date will not be accepted. Bids will be publicly opened and read aloud during the Bid Opening Meeting to be held at 3:30 p.m. on August 7, 2017 in the East Planning Conference Room located in City Hall. Interested firms shall submit one original and two copies of their bid in a sealed envelope with the following information clearly written on the outside of the sealed envelope: (1) name and address of the bidder; and, (2) “Bid for the Demolition of Former Chrysler-Plymouth Dealership”. Submittals that are not received at the designated address on or before the specified deadline will not be accepted. Neither facsimile reproductions nor electronic transmissions will be accepted.

The Michigan City Redevelopment Commission reserves the right to reject any or all Bids, or parts thereof, and to waive any technicality, informality or irregularity in the Bids received, and to disregard all nonconforming or conditional Bids or counter-proposals and to hold the best Bids for sixty (60) days from the opening date set forth above. The Michigan City Redevelopment Commission further reserves the right to award the Bid to the lowest responsible Bidder whose offer best responds in quality, fitness and capacity to the requirements of the proposed Scope of Work or usage and therefore is in the best interest of the City of Michigan City.

2.0 SCOPE OF WORK

The successful bidder will be required to furnish all labor, materials and equipment for the asbestos abatement and demolition of the Former Chrysler-Plymouth Dealership located at 824 East 11th Street, in Michigan City, Indiana 46360. Specifically, the contractor is responsible to provide all preparation work, ancillary supplies, appurtenances and incidental work; all labor, materials and equipment in order to complete the following tasks according to these specifications, and in accordance with applicable regulations, codes, ordinances and industry standards.
Permits/Plans

The contractor is required to:

1. Registered with the City of Michigan City as a contractor.
2. Obtain a demolition permit from the City of Michigan City.
3. Prepare and file the Notice of Intent with the IDEM.
4. Prepare a Storm Water Pollution Prevention Plan (SWPPP) for submittal and approval by the IDEM.
5. Obtain all required additional permits.
6. Provide all required notifications.

Mobilization/Demobilization

The contractor is to provide all labor, materials, equipment and incidentals to deliver to the site all necessary personnel, equipment and supplies to complete the work detailed herein. The contractor is to provide site cleanup upon completion of work and provide all incidentals (services and items not specifically mentioned) necessary for completion of work. The Mobilization/Demobilization task consists of, but is not limited to, the following:

1. Deliver to the site all necessary personnel, equipment and supplies to complete the scope of work.
2. Provide all temporary power, utilities, water, lighting and other services necessary to complete the scope of work.
3. Provide all storage, staging, temporary office, restroom and sanitation facilities.
4. Properly install safety and security fencing with privacy screen at the demolition site to prevent unauthorized access during the course of work.
5. Provide soil erosion and sedimentation control in accordance with the SWPPP including preventing runoff of construction debris and dust to municipal storm water system and from the site.
6. Provide all dust control measures.
7. Coordinate work activities with City of Michigan City personnel and representatives.
8. Attendance at Redevelopment Commission Meeting(s) for project update(s).
9. Providing all required documentation to City of Michigan City personnel and representatives, including, but not limited to: copies of disposal records, demolition permits, other permit, backfill certifications,
inspections, testing results, manifests, notice of violations and other work related documents as necessary and upon conclusion of the work.

10. Provide all other incidental (services and items not specifically mentioned) items necessary to provide a satisfactory work product in compliance with all governing laws.

11. Removal of all materials and equipment and site cleanup immediately upon completion of project.

ACM Abatement

The Asbestos Inspection Report for the site buildings is provided in Attachment I. The contractor is to provide all labor, materials, equipment and incidentals to conduct the environmental abatement and disposal of asbestos identified within the buildings. Since the former showroom garage pole barn structure is not to be demolished, the asbestos detected in the interior wall structure is to remain. ACM abatement activities consists of, but are not limited to, the following:

1. The contractor is required to obtain all required permits and notifications from/to the IDEM prior to the initiation of abatement activities.

2. Removal and disposal of hazardous materials and asbestos containing materials identified within the above referenced report and any unidentified potential hazardous materials and asbestos containing materials encountered during completion of work by a licensed abatement contractor following the OSHA Asbestos Standard for Construction (29 CFR 1926.1101).

3. Following the completion of asbestos abatement, the contractor is to provide results of the clearance air monitoring indicated that airborne fiber levels are below action levels.

4. Contractor is responsible for all necessary permits, licenses, waste characterization, coordination of waste profiles and manifests, submittal of all notices, notifications and associated fees.

5. Coordinate abatement work activities with City of Michigan City personnel and/or representatives.

6. Building demolition shall not commence until approval for same has been granted by the appropriate State agencies.

Facility Demolition

Provide all labor, equipment, materials, equipment and incidentals to remove the subject buildings, designated site features and associated debris in their entirety in accordance with the bid documents and other
sections of the scope of work. Note that the former showroom garage pole barn structure and asphalt/concrete driveway and parking areas are to remain intact and not be demolished. Facility demolition work includes, but is not limited to, the following:

1. Identify special conditions at the site that could impact demolition operations.
2. Do not damage adjacent structures, property or site improvements during demolition activities.
3. Removal of salvageable contents, equipment and site features. Unless otherwise specified, all contents, equipment, interior finishes and recyclable material become property of contractor. Recycling of all salvageable site features is encouraged.
4. Cut and cap all on-site utilities. Unless otherwise approved, terminate at inside of property boundary or main. Coordinate with utility companies and cut and cap utilities including sanitary sewer, water, natural gas, electricity, cable television, telephone and select storm sewer. Coordinate and acquire all feed disconnects and shutoffs with local utility companies. Acquire and supply necessary utility clearances (gas, electric, water, storm and sanitary sewer). Ensure all utility meters and other equipment are removed. Pay all associated fees. The City of Michigan City’s Inspection Department needs to be contacted prior to backfilling of all sanitation line(s) for inspection.
5. Provide any and all required traffic controls for equipment, trucks, etc. entering and leaving site in conformance with the standards of State and local agencies.
6. Disconnect and remove site features including lights, utility poles including exterior light poles, flag poles, fencing, electrical features, buried and aboveground wiring, other features and debris.
7. Identify, remove, package and dispose of all universal wastes present within buildings including, but not limited to: PCB ballasts, high-intensity discharge lamps, fluorescent tubes, batteries, mercury thermostats, miscellaneous paint containers, aerosol cans, solvents and household cleaning agents.
8. Evacuate refrigerant gas (CFCs) from drinking fountains and air conditioning units.
9. Six areas of potential underground storage tanks (USTs) were identified at the site. These areas will be physically assessed by the contractor with an excavator to determine if USTs are present at the site. If USTs are identified to be present following the physical assessment, a change order will be requested for a scope of work and cost for the proper removal of the identified UST(s).
10. Demolish buildings and all structures, including concrete building slabs. The former showroom garage pole barn structure and asphalt/concrete driveway and parking areas are to remain intact and not be demolished. Protection from damage or repair of damage is required.
11. Following the removal of the building to the immediate east of the former showroom garage pole barn structure, the exterior wall and two man doors present along the east side of the former showroom garage pole barn structure are to be made structurally sound via the installation of new weatherproof doors and siding (like to the existing siding).

12. Two existing press stand units situated in the fenced area in the southwest portion of the site are to be moved into the former showroom garage pole barn structure. Protection from damage or repair of damage is required.

13. Promptly repair damage to adjacent properties caused by building demolition operations.

14. Site cleanup including removal of site debris trash.

15. Do not allow demolished materials to accumulate on-site.

16. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces/areas and roadways.

17. Existing storm water catch basins located within asphalt parking lots are to remain. Protection from damage or repair of damage is required.

18. Sidewalks, grass areas, trees, bushes, light poles and utility poles/manholes existing in the right-of-ways adjacent to the site are to remain. Protection from damage or repair of damage is required.

19. Groundwater monitoring wells (17 in total) existing at the site are to remain. Protection from damage or repair of damage is required.

20. The contractor shall comply with all Federal, State and local rules, ordinances, codes, regulations and permit requirements relating to buildings, employment, the preservation of public health and safety, worker health and safety, demolition, hazardous material and asbestos handling, notices, frost laws, noise, dust control and so forth. All necessary permits and certifications of inspection shall be paid for and obtained by the contractor. If any fines are levied during the course of this work, the fines will be paid for by the contractor.

21. Implement the monitoring and maintenance requirements of the SWPPP.

**Site Restoration**

The contractor is to provide all labor, materials, equipment and incidentals necessary to backfill and compact soil excavations to grade. Site restoration work includes, but is not limited to, the following:
1. The City of Michigan City’s Inspection Department needs to be contacted prior to backfilling of all sanitation line(s) for inspection.

2. Backfill below grade voids caused by demolition and removal activities of below grade structures/site features with clean fill sand. The backfill shall be placed in lifts that are not to exceed 12-inches in thickness with each lift being compacted to 95% standard proctor density. Backfill must be certified clean fill from a virgin source with backfill documentation including source, clean certification and volume in cubic yards provided. Volume of backfill should replace displacement caused by subsurface feature removal. Site must be left in condition suitable for future development.

3. The sand backfill areas are to be capped by a minimum of 2” of stone backfill over the footprint of the disturbed areas upon completion of all demolition and removal activities. The backfill areas are to be brought up to existing grade.

4. Where repairs to existing surfaces (asphalt, concrete, etc.) are required, patch to produce surfaces suitable for new materials. Restore exposed finishes of patched areas and extend restoration into adjoining construction in a manner that eliminates evidence of patching and refinishing.

5. Clean adjacent structures and improvements of dust, dirt and debris caused by building demolition activities.

6. Return adjacent areas to condition existing before building demolition operations began.

3.0 BID REQUIREMENTS

3.1 Bid Format

Bids must be submitted in accordance with the following outline to be deemed responsive to this Bid Specifications.

Qualifications and Experience

- Corporate profile
- Proposed project team’s qualifications and experience (including subcontractors, if any)
- Similar project descriptions and references (including contact names, e-mail addresses and phone numbers)
- Financial Statement
Project Scope of Work

- Scope of work
- Project schedule

Bid Requirements

- Bid Bond
- Completed Bid Proposal Form (Attachment II)
- Completed Local Hiring/Equal Employment Opportunity Program Forms (Attachment III)

The selected contractor will be required to enter into an agreement with the Michigan City Redevelopment Commission which will include the requirements of this Bid Specifications as well as other City of Michigan City Contractor requirements. By submitting a bid, the bidder agrees to all of the terms in this Bid Specifications.

3.2 Bid Submission

Interested firms shall submit one original and two copies of their bid in a sealed envelope to:

Mr. Craig Phillips
Director
Michigan City Planning and Redevelopment Department
100 East Michigan Boulevard
Michigan City, Indiana 46360

Sealed bids will be due at the City Hall of Michigan City-Planning and Redevelopment Department, located at 100 East Michigan Boulevard, Michigan City, Indiana 46360 until 3:00 p.m. local time on August 7, 2017. Any bid received after said time and date will not be accepted. Bids will be publicly opened and read aloud during the Bid Opening Meeting to be held at 3:30 p.m. on August 7, 2017 in the East Planning Conference Room located in City Hall. Interested firms shall submit one original and two copies of their bid in a sealed envelope with the following information clearly written on the outside of the sealed envelope: (1) name and address of the bidder; and, (2) “Bid for the Demolition of Former Chrysler-Plymouth Dealership”. Submittals that are not received at the designated address on or before the specified deadline will not be accepted. Neither facsimile reproductions nor electronic transmissions will be accepted.
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3.3 **Labor and Contract Requirements**

This section of the Bid Specification highlights requirements relating to non-discrimination provisions in contracts, local hiring, insurance and bid guarantee.

3.3.1 **Local Hiring/Equal Employment Opportunity Program**

The Michigan City Local Hiring/Equal Employment Opportunity (EEO) Program Package (refer to Attachment III) needs to be completed and included in the bid submittal. A second copy of the completed package needs to be submitted to the Michigan City Human Rights Department. The package includes the following:

- EEO Clause to be included in Public Contracts
- Notice of Non-Discrimination in Employment
- Certification of Non-Segregated Facilities
- Certification of Compliance with Applicable Laws
- E-Verify Affidavit
- Non-Investment in Iran Certification
- Non-Collusion Affidavit
- Affirmative Action and EEO Policy Statement
- Michigan City Local Hiring Agreement

All questions regarding the Local Hiring/EEO Program requirements are to be directed to:

Mr. Jeff Deuitch  
Executive Director  
Human Rights Department  
100 East Michigan Boulevard  
Michigan City, Indiana 46360  
219-873-1429 (Ext. 336)
3.3.2 **Insurance Requirements**

The successful contract will be required to have the following insurance coverages. The City of Michigan City/Michigan City Redevelopment Commission will be shown as an additional insured on the Certificate of Insurance.

- **Commercial General Liability**: $2,500,000 per occurrence/$5,000,000 aggregate
- **Automobile Liability**: $2,500,000 bodily injury/$1,000,000 property damage (per occurrence)
- **Workers Compensation**: Per State of Indiana Statute

3.3.3 **Bid Guarantee**

Each bidder shall deposit with his bid, a bid guarantee for not less than ten percent (10%) of the aggregate amount of the base bid. Bidders not having their principal place of business in Indiana may submit a certified check or bid bond if the bond is secured by a surety having its principal place of business in Indiana. Bidders having their principal place of business in Indiana may submit a certified check or cashier’s check, or a bid bond attached to Bid Form 96, as prescribed by the State Board of Accounts, and executed by the bidder and an acceptable surety company, payable to the City of Michigan City. Bid bonds will be returned to the unsuccessful bidders in accordance with the State of Indiana Public Bid Law. The successful bidder shall furnish Performance, Labor and Material Payment Bonds in amounts equal to 100% of the contract sum with an approved surety company. The City of Michigan City will return the successful bidder’s Bid Bond once the Performance Bond is received by the City of Michigan City.

4.0 **SCHEDULE**

The anticipated schedule for bid submittal, contractor selection and project initiation/completion is presented as follows.

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<td>Issuance of Bid Specification</td>
<td>July 7, 2017</td>
</tr>
<tr>
<td>Pre-Bid Meeting at Site</td>
<td>July 20, 2017 (10:00 am CDT)</td>
</tr>
<tr>
<td>Bids Due</td>
<td>August 7, 2017 (3:00 pm CDT)</td>
</tr>
<tr>
<td>Bid Opening</td>
<td>August 7, 2017 (3:30 pm CDT)</td>
</tr>
<tr>
<td>Award of Contract</td>
<td>TBD</td>
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<tr>
<td>Initiation of Project</td>
<td>TBD</td>
</tr>
<tr>
<td>Completion of Project</td>
<td>TBD</td>
</tr>
</tbody>
</table>
5.0 BID EVALUATION CRITERIA

All bids which are deemed fully responsive to this Bid Specifications will be evaluated. To be deemed fully responsive, bids must be submitted to the Redevelopment Commission in the format specified herein and prior to the deadline and at the address specified herein. After receipt, bids will be reviewed for responsiveness. Responsive bids will be evaluated in detail. The Redevelopment Commission reserves the right to reject any and all bids. Bids may, at the Redevelopment Commission’s option, be rejected if they contain any alteration, additions, conditions, alternatives, irregularities and/or that are incomplete. This solicitation for bid is not a contract or commitment of any kind. The Redevelopment Commission is not liable for costs or expenses incurred in the preparation of the contractor’s bid. It reserves the right to issue supplementary information or guidelines related to this Bid Specifications. Notwithstanding any other provision herein, the Redevelopment Commission reserves the right in its sole discretion to waive minor technical deficiencies in the bids.

The major criteria to be used for the evaluation of responsive bids are presented as follows.

1. Proposed team’s qualifications and experience.
2. Demonstrated success in conducting similar projects (references).
3. Proposed scope of work and project schedule.
4. Bid price.
ATTACHMENT I

ASBESTOS INSPECTION REPORT
May 3, 2017

Thomas Stevenson  
Environmental Inc.  
2502 Inverness Drive  
Valparaiso, Indiana 46383  

Re: Asbestos Containing Material Survey  
Pekron Project Number 20170316

Dear Mr. Stevenson:

On April 7, 2017, Pekron Consulting, Inc. was contracted by Environmental, Inc. to perform industrial hygiene bulk sampling for asbestos at the former Chrysler Auto Dealership located at 824 East 11th Street in Michigan City, Indiana. Bulk samples of suspect asbestos containing materials were collected by Indiana Department of Environmental Management (IDEM) licensed Asbestos Inspector Mr. Terry O’Grady (IDEM License Number 193510026).

Methods of Analysis and Reporting Practices

Asbestos

The positive identification of asbestos in a material or product can only be determined through laboratory analysis. Visual inspection or common knowledge is not a positive test. The asbestos content of suspect materials is determined by collecting a bulk sample and having it analyzed by Polarized Light Microscopy (PLM). The PLM technique determines both the percent and type (Amosite, Chrysotile) of asbestos in the bulk sample. The U.S. Environmental Protection Agency (EPA) defines ACM as those materials containing greater than 1% asbestos utilizing this method. Samples containing less than 1% asbestos are not considered ACM, and are reported as “No Asbestos Detected” (NAD). Bulk samples were analyzed by PLM utilizing dispersion staining, as recommended by the EPA documents (U.S. EPA 600/M-4-2-020. 1982” and U.S. EPA 600/K-93/116, 1993”).

Results are reported as a percent (%) range of total asbestos present. Sample concentrations are also reported as % asbestos type. Other non-asbestos materials may also be identified. Reported results are a visual estimate by area of asbestos concentration by individual sample (results of heterogeneous samples examined by component are reported as a composite, where applicable). Samples that contain greater than 1% asbestos are reported in 5% ranges. Samples where less than 1% asbestos is observed are reported as NAD.
Quality Control

AnalyticaLab is accredited by and follows assurance guidelines set by the National Voluntary Laboratory Accreditation Program (NVLAP) - Lab Code: 101727.

Results

Sixty-three (63) bulk samples were collected from the former Chrysler Auto Dealership. Lab results indicated that seven (7) of the bulk samples tested positive for the presence of asbestos.

Sample numbers, area locations, material descriptions and results are located in the Sample Survey Summary Tables (attached). The laboratory results are included in the attachment.

If you have any questions regarding our services, please do not hesitate to contact me at (219) 473-0600.

Sincerely,

Terry O’Grady
Industrial Hygienist

Attachments: Sample Survey Summary Table
Laboratory Results
<table>
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NAD – No Asbestos Detected

BOLD INDICATES POSITIVE RESULT

** Material Quantities are estimates only and must be field verified
<table>
<thead>
<tr>
<th>Sample No.</th>
<th>Material Location</th>
<th>Material Description</th>
<th>Result</th>
<th>Percentage (%)</th>
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NAD – No Asbestos Detected

** BOLD INDICATES POSITIVE RESULT

** Material Quantities are estimates only and must be field verified
# Polaris Light Microscopy Test Report

**Report No:** 42750  
**Report Date:** 04/12/17  
**Number of Samples:** 63

**Date Received:** 04/10/17  
**Date Analyzed:** 04/12/17  
**Turn Around:** RO  
**Client Contact:** Terry O’Grady  
**Client Project:** 20170316 / Environmental Inc.  
**Client Location:** Chrysler Dealership / Michigan City, Indiana

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<th>Lab No</th>
<th>Appearance</th>
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# Polarized Light Microscopy

## Test Report

**Report No:** 42750  
**Report Date:** 04/12/17

**Number of Samples:** 63  
**Received**  
**Analyzed**  

**Date Received:** 04/10/17  
**Date Analyzed:** 04/12/17  
**Faxed Date:** 04/12/17  
**Turn Around:** RO  
**Client Contact:** Terry O'Grady  
**Client:** Pekron Consulting  
**Client Location:** Chrysler Dealership / Michigan City, Indiana

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<tr>
<th>Field No</th>
<th>Lab No</th>
<th>Appearance</th>
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<th>Non-Asbestos Components</th>
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Page 2 of 6
### Polarized Light Microscopy Test Report

**Date Received:** 04/10/17  
**Date Analyzed:** 04/12/17  
**Faxed Date:** 04/12/17  

**Client Contact:** Terry O'Grady  
**Client:** Pekron Consulting  
1404 119th Street, Suite B  
Whiting, IN 46394-

**Number of Samples:** 63  
**Received** | **Analyzed**  
--- | ---  
63 | 63

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Page 3 of 6
### Polarized Light Microscopy Test Report

**Report No:** 42750  
**Report Date:** 04/12/17  
**Received** 63  
**Analyzed** 63  

**Date Received:** 04/10/17  
**Date Analyzed:** 04/12/17  
**Faxed Date:** 04/12/17  

**Client Contact:** Terry O’Grady  
**Client:** Pekron Consulting  
**Client Location:** Chrysler Dealership / Michigan City, Indiana

<table>
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<th>Field No</th>
<th>Lab No</th>
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<th>Non-Asbestos Components</th>
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### Polarized Light Microscopy Test Report

**Report No:** 42750  
**Report Date:** 04/12/17  
**Number of Samples:** 63  

**Date Received:** 04/10/17  
**Date Analyzed:** 04/12/17  
**Faxed Date:** 04/12/17  
**Turn Around:** RO  
**Client Contact:** Terry O'Grady  
**Client Project:** 20170316 / Environmental Inc.  
**Client Location:** Chrysler Dealership / Michigan City, Indiana  

**Client:** Pekron Consulting  
**Address:** 1404 119th Street, Suite B  
**Whiting, IN 46394**

<table>
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<th>Field No</th>
<th>Lab No</th>
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<th>Non-Asbestos Components</th>
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<td>Chrysotile 15%</td>
<td>Cellulose 5% Other 80%</td>
</tr>
<tr>
<td>52</td>
<td>314045</td>
<td>Fibrous / Gray - Black</td>
<td>Chrysotile 15%</td>
<td>Cellulose 5% Other 80%</td>
</tr>
<tr>
<td>53</td>
<td>314046</td>
<td>Fibrous / Gray - Black</td>
<td>NAD</td>
<td>Cellulose 35% Other 65%</td>
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<tr>
<td>54</td>
<td>314047</td>
<td>Fibrous / Gray - Black</td>
<td>NAD</td>
<td>Cellulose 35% Other 65%</td>
</tr>
<tr>
<td>55</td>
<td>314048</td>
<td>Fibrous / Beige</td>
<td>NAD</td>
<td>Cellulose 1%-5% Other 95%</td>
</tr>
<tr>
<td>56</td>
<td>314049</td>
<td>Fibrous / Beige</td>
<td>NAD</td>
<td>Cellulose 1%-5% Other 95%</td>
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<tr>
<td>57</td>
<td>314050</td>
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<td>NAD</td>
<td>Cellulose 15% Other 85%</td>
</tr>
<tr>
<td>58</td>
<td>314051</td>
<td>Fibrous / Brown - Black</td>
<td>NAD</td>
<td>Cellulose 25% Other 75%</td>
</tr>
<tr>
<td>59</td>
<td>314052</td>
<td>Fibrous / Brown - Black</td>
<td>NAD</td>
<td>Cellulose 35% Other 65%</td>
</tr>
<tr>
<td>60</td>
<td>314053</td>
<td>Fibrous / Gray - Black</td>
<td>NAD</td>
<td>Cellulose 65% Other 35%</td>
</tr>
<tr>
<td>61</td>
<td>314054</td>
<td>Fibrous / Brown - Black</td>
<td>NAD</td>
<td>Cellulose 35% Other 65%</td>
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<tr>
<td>62</td>
<td>314055</td>
<td>Fibrous / Black</td>
<td>NAD</td>
<td>Cellulose 40% Other 60%</td>
</tr>
</tbody>
</table>

Page 5 of 6
Polarized Light Microscopy
Test Report

Report No: 42750
Report Date: 04/12/17

Received Analyzed

Number of Samples: 63

Date Received: 04/10/17
Date Analyzed: 04/12/17
Fax Date: 04/12/17

Turn Around: RO
Client Contact: Terry O'Grady

Client Project: 20170316 / Environmental Inc.
Client: Pekron Consulting
Client Location: Chrysler Dealership / Michigan City, Indiana

1404 119th Street, Suite B
Whiting, IN 46394-

<table>
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<tr>
<th>Field No</th>
<th>Lab No</th>
<th>Appearance</th>
<th>Asbestos Type</th>
<th>Non-Asbestos Components</th>
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<tr>
<td>63</td>
<td>314055</td>
<td>Fibrous / Black</td>
<td>NAD</td>
<td>Cellulose 40% Other 60%</td>
</tr>
</tbody>
</table>

Comments:

 MMMF=Man Made Mineral Fibers, e.g. fiberglass or mineral wool, NAD=No Asbestos Detected

Analysis was performed as recommended by the EPA in Test Method document "U.S. EPA 600/M482020, 1982" & "U.S. EPA 600/R-93/116, 1993". Results are determined only from the individual samples. Extrapolation of results to cover large areas should incorporate a random sampling scheme and agreement of multiple sample results. An estimate of laboratory accuracy is available upon request. It is recommended that non-friable materials (e.g. floor tile, mastic, etc.) be analyzed by TEM for positive identification. U.S. EPA, 40 CFR 761 considers materials having greater than 1% asbestos as Asbestos Containing Materials (ACM). It is AnalyticalLab's policy to dispose of samples after forty-five (45) days. However, the client may request samples to be returned prior to the disposal date. Unless otherwise noted, samples were received in an acceptable condition. This report may not be reproduced except in full and with the approval of the laboratory. All NVLAP reports with the NVLAP logo must contain at least one signature to be valid. This report must not be used to claim endorsement by NVLAP nor any agency of the U.S. Government. NVLAP Lab Code: 101727-0. If a sample is found to be non-homogeneous, each layer is analyzed separately.

Laboratory Director: Phillip G. Pekron, CIH, CSP

Analyst: Noel Monell
ATTACHMENT II

BID PROPOSAL FORM
BID PROPOSAL FORM
DESTRUCTION OF THE
FORMER CHRYSLER-PLYMOUTH DEALERSHIP
824 EAST 11TH STREET
MICHIGAN CITY, INDIANA 46360

The undersigned, having become familiar with the local conditions affecting the cost of the work, and with
the contract documents presented within the Bid Specifications, hereby proposes to perform the work and
to provide and furnish all labor, materials, necessary tools, expendable equipment and all services necessary
to perform and complete in a workmanlike manner all of the work required for asbestos abatement and
destruction of the Former Chrysler-Plymouth Dealership located at 824 East 11th Street in Michigan City,
Indiana 46360, for the sum set forth in the following bidding schedule:

TOTAL COST $ _________________________________

No additional charges over base bid price will be accepted without written approval from the Michigan City Redevelopment Commission. Since the Michigan City Redevelopment Commission is tax exempt, do not add state, federal or local taxes to your bid price.

It is further understood and agreed by the undersigned that if awarded a contract on the basis of this proposal,
work will be started within _________________ calendar days of the Notice to Proceed and will be completed within _________________ days after the date of such notice.

The Michigan City Redevelopment Commission reserves the right to reject any or all Bids, or parts thereof,
and to waive any technicality, informality or irregularity in the Bids received, and to disregard all nonconforming or conditional Bids or counter-proposals and to hold the best Bids for sixty (60) days from the opening date set forth above. The Commission further reserves the right to award the Bid to the lowest responsible Bidder whose offer best responds in quality, fitness and capacity to the requirements of the proposed Work or usage and therefore is in the best interest of the Commission.

BID SUBMITTED BY

COMPANY ______________________________________________________________________

ADDRESS ______________________________________________________________________

CITY, STATE, ZIP ___________________________________________ ____________________

AUTHORIZED SIGNATURE _______________________________________________________

NAME OF AUTHORIZED PERSON _________________________________________________

TITLE OF AUTHORIZED PERSON _________________________________________________

PHONE #(_____)____________ E-MAIL ___________________ DATE ____________________
ATTACHMENT III

MICHIGAN CITY LOCAL HIRING/EQUAL EMPLOYMENT OPPORTUNITY PROGRAM PACKAGE
MICHIGAN CITY, INDIANA

LOCAL HIRING /EQUAL EMPLOYMENT OPPORTUNITY PROGRAM
and
CERTIFICATION OF APPLICABLE LAWS

The documentation required herein should be included with your bid/quote.

A second copy of this package should be made and taken to
The Michigan City Human Rights Department.

CONTRACTOR: ________________________________

CITY DEPARTMENT: ________________________________

Project Name: ________________________________

Construction Cost: ______ Under $5,000.00

______ Between $5,000.00 and $150,000.00

______ Over $150,000.00
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  • Notice of Non-Discrimination in Employment ......................................................................................... Pg. 8-9
  • Certification of Non-Segregated Facilities ................................................................................................. Pg. 10
  • Certification of Compliance with Applicable Laws ..................................................................................... Pg. 11-13
  • E-Verify Affidavit ........................................................................................................................................ Pg. 14
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  • Affirmative Action and Equal Employment Opportunity Policy Statement ........................................ Pg. 17-18
  • Michigan City Local Hiring Agreement ....................................................................................................... Pg. 19-22

Relevant Municipal Code Provisions:

Municipal Code available online at www.emichigancity.com/cityhall/clerk/municipal.htm or in the City Clerk’s Office.

Human Rights Department Website:
  • www.emichigancity.com/cityhall/departments/humanrights/index.htm
Foreword by Jeff Deuitch

Greetings,

As the Executive Director of the Michigan City Human Rights Department, it is my pleasure to promote local hiring and equal opportunity in the areas of employment, public accommodations, education, and housing on behalf of all citizens of Michigan City. Furthermore, the Human Rights Commission advocates anti-discriminatory attitudes, practices, and policies.

This Local Hiring/EEO manual provides clear expectations for recipients of our City contracts to successfully comply with state/federal laws and our Municipal Code including the Michigan City Local Hiring Ordinance. Thank you in advance for your cooperation and efforts to increase the opportunities for all citizens of Michigan City.

Sincerely,

Jeff Deuitch
PROCEDURES AND SUBMISSIONS APPLICABLE TO BIDDERS/QUOTERS
AND WINNING CONTRACTORS

I. PROCEDURES TO FOLLOW FOR CITY CONTRACTS.
A. TYPES OF CONTRACTS COVERED:
   1. Purchase Contracts (Materials, Supplies, and Equipment);
   2. Personal and Professional Service Contracts; and
   3. Construction Contracts; and

B. ALL APPLICANTS FOR ALL CITY CONTRACTS MUST SIGN AND SUBMIT THE FOLLOWING:
   1. Equal Employment Opportunity Clause to be Included in Public Contract (Pg. 6-7);
   2. Notice of Non-Discrimination in Employment (Pg. 8-9);
   3. Certification of Non-Segregated Facility (Pg. 10);
   4. Certification of Compliance with Applicable Laws (pg. 11-13);
   5. E-Verify Affidavit (Pg. 14);
   6. Non-Investment in Iran Certification (Pg. 15);
   7. Non-Collusion Affidavit (Pg. 16).

II. CONSTRUCTION CONTRACTS BETWEEN $5,000.00 AND $150,000.00
(Municipal Code §66-130 and §66-140—§147).
A. ALL APPLICANTS FOR CONSTRUCTION CONTRACTS BETWEEN $5,000.00 AND $150,000.00 MUST SIGN AND SUBMIT ALL ITEMS SPECIFIED IN SECTION I(B) ABOVE WITH THEIR BID/QUOTE.
B. IN ADDITION TO THE DOCUMENTS IDENTIFIED IN SECTION I(B) ABOVE, THE APPLICANTS MUST SUBMIT:
   1. Completed and executed Affirmative Action and EEO Policy Statement (Pgs. 17-18); and
   2. Such documentation and reports as required by the Human Rights Department demonstrating compliance with the affirmative action and equal employment requirements of Municipal Code §66-142.

C. COMPLIANCE MONITORING: The winning contractor shall be required to permit periodic access to that part of its/his/her employment books, records, and accounts pertaining to the contract by the contracting agency’s (city or department) Compliance Officer and the Human Rights Department for the purpose of verifying compliance with Municipal Code requirements.

III. LOCAL HIRING PROGRAM APPLIES TO CONSTRUCTION CONTRACTS OVER $150,000.00 PER MUNICIPAL CODE §66-130 and §66-153—§66-159.
A. ALL BIDDERS FOR CONSTRUCTION CONTRACTS OVER $150,000.00 MUST SIGN AND SUBMIT ALL DOCUMENTS CONTAINED IN THIS PACKET.
B. COMPLIANCE MONITORING:

1. In addition, the winning contractor shall submit documentation demonstrating compliance with the affirmative action and reporting requirements of Municipal Code §66-142 and such documentation and reports as required by the Human Rights Department.

2. The winning contractor shall be required to permit periodic access to that part of, its/his/her employment books, records, and accounts pertaining to the contract by the contracting agency’s (city or department) Compliance Officer and by the Human Rights Department for the purpose of verifying compliance with the Program.
EQUAL OPPORTUNITY CLAUSE: During the performance of this contract, the contractor agrees to do the following:

(1) The contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, military service, national origin, disability or relationship. The contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, sexual orientation, gender identity, military service, national origin, disability or relationship. As used herein, the word "treated" shall mean and include, without limitation, the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated. The contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contractor setting forth the provisions of this nondiscrimination clause.

(2) The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, military service, national origin, disability, or relationship.

(3) The contractor shall send to each labor union or representative of workers with whom it/she/he has a collective bargaining agreement or other contact or understanding a notice advising the labor union or workers' representative of the contractor's commitments under the equal employment opportunity requirements of the City, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor shall furnish all information and reports required by the City's Human Rights Department pursuant to this subdivision and shall permit access to that part of its/her/his employment books, records, and accounts pertaining to the contract by the contracting agency and by the City's Human Rights Department for purposes of verifying compliance with the Program.

(5) The contractor shall take such action as the City may direct with respect to any subcontractor as a means of enforcing the provisions of paragraphs (1) through (8) herein, including penalties and sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in or is threatened with litigation as the result of such direction by the City, the City will enter into such litigation as is necessary to protect the interests of the City and to effectuate the City's contract compliance/equal employment opportunity program. In the case of contracts receiving federal assistance, the contractor or the City may request the United States to enter into such litigation to protect the interests of the United States.

(6) The contractor shall file and shall cause his subcontractors, if any, to file compliance reports with the City in the form and to the extent prescribed by the Human Rights Department of the City. Compliance reports, filed at such times as directed, shall contain information as to the employment practices, policies, programs, and statistics of the contractor and his subcontractors.
(7) The contractor shall include the provisions of paragraphs (1) through (8) of this equal employment opportunity clause in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.

(8) Refusal by the contractor or subcontractor to comply with any portion of this Program as herein stated and described will subject the offending party to any or all of the following penalties for violating its/his/her contract:
   a. Withholding of all future payments to the contractor under the involved public contract until it is determined that the contractor or subcontractor is in compliance with the provisions of the contract.
   b. Being declared to be a non-responsible contractor and rejection for any public contract within the City or any of its departments, agencies, or divisions until such time as the contractor or subcontractor demonstrates that it/she/he has established and shall carry out the policies of the Program as herein outlined.
   c. Cancellation of the public contract and declaration of forfeiture of the performance bond.

In cases in which there is substantial or material violation, or the threat of substantial or material violation, of the Program or compliance procedure as may be provided for by contract, appropriate proceedings may be brought by the City to enforce those provisions, including enjoining, within applicable law, of contractors, subcontractors, or other organizations, individuals, or groups who prevent, directly or indirectly, or seek to prevent, directly or indirectly, compliance with the Program as herein stated.

IN AGREEMENT HEREOF, the Bidder/Quoter has hereunto set its/his/her hand this _____ day of ______________, 20____.

__________________________
Sole Proprietor Bidder

OR

__________________________
Company or Partnership Bidder
By: _______________________
(Company/Partnership Representative)

OR

__________________________
Corporate Bidder
By: _______________________
President or Authorized Signatory

ATTEST: _______________________
Secretary
NOTICE OF NONDISCRIMINATION IN EMPLOYMENT

TO: ____________________________________________________________

(Employee of contractor, union or organization of workers, employment referral agencies, and training program sponsors.)

The undersigned currently holds, or represents contractors or sub-contractors who currently hold, a contract or subcontract, and may in the future bid on contracts or subcontracts, which are subject to the provisions of Michigan City Municipal Code §66-130 and §66-140—§66-147.

You are advised that, under the provisions of these contracts and in accordance with Indiana law and Municipal Code §66-142(1), contractors and subcontractors are obliged to take Affirmative Action to ensure equal employment opportunities without regard to race, creed, color, sex, sexual orientation, gender identity, military service, national origin, disability, or age. This obligation includes, but is not limited to, the following: HIRING, PLACEMENT, UPGRADING, TRANSFER, DEMOTION, RECRUITMENT, ADVERTISING OR SOLICITATION FOR EMPLOYMENT, TREATMENT DURING EMPLOYMENT, RATES OF PAY OR OTHER FORMS OF COMPENSATION, SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, LAYOFF, OR TERMINATION.

This obligation extends, so far as the responsibility of the undersigned is concerned, to any arrangement under which journeymen or apprentices are selected and referred for work on its projects.

Pursuant to IC 5-16-6-1, Contractor agrees as follows:

(a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the state of Indiana who is qualified and available to perform the work to which the employment relates;

(b) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin, or ancestry;

(c) That there may be deducted from the amount payable to the contractor by the State of Indiana or by any municipal corporation thereof, under this contract, a penalty of five dollars ($5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; and
(d) That this contract may be cancelled or terminated by the State of Indiana or by any municipal corporation thereof, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract.

Signature: _____________________________________________

Contractor Liaison: _____________________________________________

Contractor or Subcontractor: _____________________________________________

Date: _____________________________________________

COPIES OF THIS NOTICE ARE TO BE FURNISHED BY THE CONTRACTOR TO LABOR UNIONS OR OTHER ORGANIZATIONS OF WORKERS, APPRENTICESHIP, AND TRAINING PROGRAM SPONSORS, AND EMPLOYMENT REFERRAL AGENCIES.
CERTIFICATION OF NON-SEGREGATED FACILITIES

With his/her bid, each Bidder is required to submit a fully executed Certificate of Non-Segregated Facilities.

AGREEMENT

The Bidder/Quoter certifies that he/she/it does not maintain or provide for his/her/its employees any segregated facilities at any of his/her/its establishments, and that he/she/it does not permit his/her/its employees to perform their services at any location under his/her/its control, where segregated facilities are maintained. The Bidder/Quoter certifies further that he/she/it will not maintain or provide for his/her/its employees any segregated facilities at any of his/her/its establishments, and that he/she/it will not permit his/her/its employees to perform their services at any location under his/her/its control where segregated facilities are maintained. The Bidder/Quoter agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid/quote. As used in this certification, the term “segregated facilities” means any waiting rooms, work area, restroom and washroom, restaurant and other eating areas, time-clocks, locker rooms and other storage or dressing areas, and transportation and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder/Quoter agrees that (except where he/she/it has obtained identical certification from proposed subcontractors for specific time periods) he/she/it will obtain identical certification from any proposed subcontractor prior to the award of subcontracts exceeding $10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she/it will retain such certifications in his/her/its files.

Name of Bidder/Quoter: ____________________________

By: ____________________________________________

Title: ___________________________________________

Official Mailing Address: ________________________
CERTIFICATION OF COMPLIANCE WITH APPLICABLE LAWS

The Undersigned, in consideration of contracting with and/or entering into agreements with the City of Michigan City, Indiana, a governmental entity, including any of its agencies or departments, does hereby make the below certifications and acknowledges that said representations and compliance with applicable law is a requirement of doing business with a governmental entity and is deemed valuable consideration in entering into a contract with the City of Michigan City, Indiana. The Undersigned agrees to be in full compliance with all applicable laws and shall immediately notify the City of Michigan City, Indiana, in the event it has failed to comply with this certification. In such event, the City of Michigan City, Indiana may immediately terminate any and all contracts with the Undersigned. Compliance with all State and Federal laws shall include, but is not limited to, the following:

a. Execution of Non-Collusion Affidavit(s) to be provided and submitted on a form required by the State Board of Accounts;

b. Applicable contract provisions pursuant to IC 5-16-13 for public works projects awarded after June 30, 2015, the terms of which are specifically incorporated herein by reference as required by law;

c. Applicable anti-discrimination provisions as required by law;

d. E-Verify Affidavit as required by law pursuant to IC 22-5-1.7-11.1;

e. Non-Investment in Iran Certification pursuant to I.C. 5-22-16.5, et seq.;

f. The Undersigned, if applicable, agrees to comply with terms of IC 5-16-13-8 and represents that the project or works shall not be structured other than in the “tier” structure as required by law;

g. Tier 1 contractor must directly contribute at least 15% of total contract price in any combination of work, material, or services (IC 5-16-13-9);

h. Contractors of any Tier must maintain general liability insurance coverage of at least $1,000,000.00 per occurrence and $2,000,000.00 general aggregate and the political subdivision, who is the Owner of the project, shall be named as an additional insured (IC 5-16-13-10(b));

i. The Undersigned, if applicable, shall comply with the requirements of IC 5-16-13-9 through 12;

j. If applicable, pursuant to IC 36-1-12-24, which takes effect after June 30, 2015, Contractors and Subcontractors shall drug test employees when the estimated cost of any Public Works project is at least $150,000.00;

k. Pursuant to IC 5-16-13-10(c), for contracts awarded after June 30, 2016, to be eligible for an award, a contractor has to demonstrate that he/she/it has been certified pursuant to IC 4-13.6-4 and if the contractor will be using either a licensed engineer, architect, or surveyor, the licensee must be certified pursuant to IC 8-23-10;
l. If applicable, the Undersigned shall comply with IC 5-16-13-13 in all respects, including but not limited to, document preservation and availability for inspection;

m. Contractor shall pay, and provide to Owner proof of payment, of all subcontractors, laborers, material suppliers, and those performing services relating to this Contract. Absent such proof, pursuant to I.C. 36-1-12-13, Owner will withhold money from the Contract Price in sufficient amount to pay said subcontractors, laborers, material suppliers, and those furnishing services.;

n. If five (5) feet or more of any trench is going to be used, pursuant to IC 36-1-12-20, IOSHA regulations 29 C.F.R. 1926, Part P. for trench safety systems are incorporated into this Agreement and the cost of the trench safety system shall be paid for, and shown to be paid, either as a separate pay item or in the pay item of the principal work with which the safety system(s) is/are associated;

o. Pursuant to IC 25-28.5-1-11, it shall be unlawful for any person to act in the capacity of a plumbing contractor or journeyman plumber within this State without first obtaining a license as a plumbing contractor or journeyman plumber from the commission. If the project includes any plumbing, each bidder must submit with the bid, evidence that the person performing the plumbing is a licensed plumbing contractor in the State of Indiana (IC 36-1-12-21);

p. Pursuant to IC 5-22-15-25 & IC 5-16-8, et seq., if any steel products are used in the manufacture of the supplies required under the terms of the contract or supplies used in the performance of the services under the contract by the contractor or a subcontractor of the contractor, the steel products must be manufactured in the United States, unless Owner determines, based on documented evidence, that the domestic steel is not reasonably available or that the cost of domestic steel is more than at least 15% higher than imported product;

q. Pursuant to IC 5-16-13-11(2), a contractor may not pay cash to any individual employed by the contractor for work done by the individual on the public project;

r. Pursuant to IC 5-16-13-11(3), a contractor must be in compliance with the federal Fair Labor Standards Act of 1938, as amended (29 USC 201-209) and IC 22-2-2-1 through IC 22-2-2-8 regarding employee payment timing, minimum wage, and overtime;

s. Pursuant to IC 5-16-13-11(4), contractor must be in compliance with requirements of IC 22-3-5-1 and IC 22-3-7-34 regarding worker’s compensation insurance;

t. Pursuant to IC 5-16-13-11(5), contractor must be in compliance with requirements of IC 22-4-1 through IC 22-4-39.5 regarding the unemployment insurance program;

u. Pursuant to IC 5-16-13-11(6), contractors must demonstrate compliance with requirements of 4-13-18-1 through 4-13-18-7 regarding a drug testing program.

v. Pursuant to IC 5-16-13-11(7), for contracts awarded after June 30, 2016, contractors with more than 10 employees must demonstrate compliance with IC 5-16-13-12 regarding providing or participating in a job training program;
w. Pursuant to IC 5-16-13-13, for contracts awarded after June 30, 2016, contractors of any tier must preserve payroll and related records for at least 3 years after completion of the work and those records must be kept confidential pursuant to IC 22-4-19-6(b).

Additionally, the Undersigned certifies that they/it are not aware of any relationships between the City of Michigan City, Indiana and the Undersigned, its agents, employees or assigns which violate Indiana’s Anti-Nepotism laws (I.C. 36-1-20.2, et seq.) or Contracting with a Unit laws (I.C. 36-1-21, et seq.).

I hereby affirm, under the penalties for perjury, that the foregoing representations are true to the best of my knowledge and belief. All of which is sworn to this ____________ day of ____________________, 20__ ____.  

________________________________________
Signature of Authorized Officer or Agent

________________________________________
Printed name and Title of Authorized Officer or Agent
E-VERIFY AFFIDAVIT

STATE OF INDIANA )
) )
COUNTY OF ________________________ )

The Contractor affirms, under the penalties of perjury, that it does not knowingly employ an authorized alien. The Contractor shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

The Contractor shall require its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractors has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The City may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by City.

I hereby declare, under the penalties for perjury, that the foregoing is true and correct.

_________________________________________
Signature of Authorized Officer or Agent

_________________________________________
Printed name and Title of Authorized Officer or Agent
NON-INVESTMENT IN IRAN CERTIFICATION

The Undersigned certifies pursuant to I.C. 5-22-16.5, et seq., that it is not involved in the Iranian Energy Industry and does not do business with Vendors involved in the Iranian Energy Industry. The Undersigned understands that providing a false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future contracts, as well as an imposition of a civil penalty.

I hereby declare, under the penalties for perjury, that the foregoing is true and correct.

_________________________________________
Signature of Authorized Officer or Agent

_________________________________________
Printed name and Title of Authorized Officer or Agent
NON-COLLUSION AFFIDAVIT

STATE OF INDIANA    )
                        )
COUNTY OF __________________ )

The undersigned bidder/Quoter or agent, being duly sworn on oath, says that she/he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by her/him, entered into any combination, collusion or agreement with any person relative to the price to be bid/quoted by anyone at such letting nor to prevent any person from bidding/quoting nor to include anyone to refrain from bidding/quoting, and that this bid/quote is made without reference to any other bid/quote and without any agreement, understanding or combination with any other person in reference to the such bidding/quoting.

I hereby declare, under the penalties for perjury, that the foregoing is true and correct.

________________________________________
Signature of Authorized Officer or Agent

________________________________________
Printed name and Title of Authorized Officer or Agent
AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT
(REQUIRED INFORMATION FOR CONTRACTOR AND SUB-CONTRACTORS)
FOR PROPOSED CITY CONSTRUCTION PROJECTS

Relevant labor area statistics reflect 28.98% non-white labor force in Michigan City*
Relevant labor area statistics reflect 51.9% female labor force in Michigan City*
(Minimum Goal: 5% minorities and/or females for construction projects)
*U.S. Census Bureau, 2011-2013 American Community Survey

It is the policy of this contractor,______________________________________________________, to
provide equal employment opportunities to all persons without regard to race, color, religion, sex,
sexual orientation, gender identification, military service, age, national origin, or disability and to
promote the full realization of equal employment opportunity through a positive continuing program.

On this City project titled:

_______________________________________________________

We will utilize ________ % of our workforce as NON-WHITE MINORITIES for this City project.
We will utilize ________ % of our workforce as FEMALES for this City project.

**Total workforce size for THIS CITY PROJECT __________.

<table>
<thead>
<tr>
<th>White (Not Hispanic)</th>
<th>Male</th>
</tr>
</thead>
<tbody>
<tr>
<td>African-American (Not Hispanic)</td>
<td>Female</td>
</tr>
<tr>
<td>Native American (Not Hispanic)</td>
<td></td>
</tr>
<tr>
<td>Asian &amp; Pacific Islander (Not Hispanic)</td>
<td></td>
</tr>
<tr>
<td>Hispanic, All Races</td>
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</tbody>
</table>
is the Contractor’s Equal Employment Officer.

______________________________ is appointed and shall be responsible for submitting monthly manpower utilization and, if applicable, weekly wage requirement reports during the contract period.

Prepared by: __________________________ Title: __________________________

Signature: __________________________

**PLEASE NOTE: THE MALE/FEMALE WORKFORCE TOTAL AND THE RACE WORKFORCE TOTAL MUST EQUAL THE TOTAL WORKFORCE SIZE.**

Copies of this notice will be posted by the Contractor in conspicuous places available to employees and applicants for employment.
MICHIGAN CITY LOCAL HIRING AGREEMENT
(For construction contracts of $150,000 or more)

This Agreement ("Agreement") is made and entered into by and between the __________________________ (which said political subdivision is hereinafter referred to as “Owner”) and __________________________________________ (hereinafter referred to as “Contractor”). This Agreement has been developed pursuant to the Michigan City Local Hiring Program set forth in §66-130 and §66-153—66-159 of the Michigan City Municipal Code. This Agreement will be carried out by the Owner and the Contractor as a term and condition of that certain Contract awarded pursuant to action of the Owner and the Contractor on this ______ day of _____________________, 20_____.

WITNESSETH:

WHEREAS, Contractor and Owner, by their signatures below, acknowledge that the provisions of §66-130 and §66-153—66-159 of the Michigan City Municipal Code, commonly known as the Local Hiring Program, applies to and is hereby incorporated into this Agreement; and

WHEREAS, Contractor and Owner have met and reviewed an inventory of wage-paid positions that Contractor estimates will be filled during the term of the Contract at the site of the Construction Project; and

WHEREAS, Contractor and Owner have met and reviewed the job descriptions and skill requirements for those positions.

NOW, THEREFORE, Contractor and Owner agree to implement the provisions of the Local Hiring Program as set forth in §66-130 and §66-153—66-159 of the Municipal Code, throughout the duration of the Project by complying with the particulars set forth in the Local Hiring Program and as herein set forth below.

A. Compliance with 50% Resident Hiring Quota.

1. Contractor will meet the Resident Hiring Quota of fifty percent (50%) of the total hourly wages paid for the Project for construction work at the Construction Site.

2. Contractor shall cause to be published a notice in the classified section of a newspaper of general circulation in Michigan City soliciting resident workers for the Construction Project. The notice shall run for seven consecutive days and the first publication must occur at least ten (10) days prior to the commencement of the Project. The notice must be substantially as follows:

MICHIGAN CITY LOCAL HIRING PROGRAM NOTICE. In accordance with the Michigan City Local Hiring Program, qualified Michigan City residents
are being afforded an opportunity to work on the [PROVIDE DESCRIPTION] Construction Project. Construction of this Project will commence on or about [PROVIDE DATE]. In order to be considered for hire under this Program, residents need to respond with union affiliation, qualifications, and availability by calling [PROVIDE COMPANY NAME AND CONTACT NUMBER] and the Michigan City Human Rights Department office (219) 873-1429.

B. Monitoring and Reporting Compliance.

1. Contractor will, prior to the commencement of construction activities, designate a specific person who will serve as the "Contractor Liaison" to the Owner through the Owner's "Compliance Officer."

2. Contractor's Liaison will be available to meet in person with the Compliance Officer within thirty-six (36) hours upon request.

3. Contractor's Liaison will provide such information to the Compliance Officer about skilled and unskilled labor positions that are being filled from time-to-time for the Construction Project and clarify the requirements of such positions as requested.

4. Contractor’s Liaison shall receive referrals from the Compliance Officer or representative of the Department of Human Rights in a continuing effort to assist the Contractor in meeting the Resident Hiring.

5. Upon request, Contractor’s Liaison shall provide detailed information to the Compliance Officer or designated representative of the Human Rights Department regarding the status of the Contractor meeting the requirements herein, as well as the progress/employment status of those individuals referred to and hired by the Contractor in its effort to meet those requirements.

6. Contractor’s Liaison shall maintain and produce, upon demand, sufficient documentation demonstrating the Contractor's compliance with all of the requirements of the Local Hiring Program including, but not limited to, a copy of the employees' City and Indiana State-issued driver's license or identification card and at least one of the following in the employee’s name:
   a. utility bill;
   b. vehicle registration;
   c. lease agreement;
   d. property-tax bill;
   e. voter-registration card.
7. Contractor’s Liaison shall provide the Compliance Officer certified payroll records on a recurring basis during the Contract Period at a frequency requested by the Compliance Officer of not less than every two (2) weeks using the Certified Payroll Report — State Form 51454 or such other format agreed to by the Owner and Contractor.

8. Contractor’s Liaison shall provide the Compliance Officer Payroll records reflecting the Contractor’s name, Construction Project, and payroll period. The payroll records, or a separate document, shall clearly identify which employees the Contractor contends should be credited toward the Contractor’s Local Hiring Quota for Residents.

9. The Certified Payroll Report, or agreed to alternative report, shall show the total hourly wages paid under the Construction Project and the total percentage of such wages paid to Michigan City residents.

10. Contractor’s Liaison shall provide the Compliance Officer such records identified by the Compliance Officer as will, in the judgment of the Compliance Officer, allow the City to verify complete compliance with this Agreement.

11. For any two-week payroll period in which the Resident Hiring Quota is not met, Contractor’s Liaison shall provide the Compliance Officer a written statement addressed to the Michigan City Human Rights Department as to why the Quota has not been met, such as a letter from a union business agent or union sub-contractor affirming that no additional Michigan City residents were available to satisfy the Resident Hiring Quota.

12. For any two-week payroll period in which the Resident Hiring Quota is not met, Contractor’s Liaison shall secure from the Compliance Officer or Michigan City Human Rights Department, a written statement confirming that no Michigan City residents were available to satisfy the Resident Hiring Quota.

C. Non-Compliance with Local Hiring Program

1. Pursuant to Sec. 66-158 of the Michigan City Code, the unexcused failure of a construction contractor to comply with any of the requirements of the Local Hiring Program or this Agreement pre-award may be considered by a City contracting entity as demonstrating that the Contractor is non-responsive and not eligible for award of the contract.

2. In addition, the unexcused failure of a construction contractor to comply with any of the requirements of the Municipal Code regarding the Program during the term of the contract will result in a fine of $2,500 for the first offense and $7,500 for the second and any succeeding offense. Violations in regards to separate construction projects shall be considered to be separate violations regardless of when they occur. In addition to the fine, the Mayor may order that a non-compliant contractor be deemed non-responsive and be barred from being
eligible to receive a contract from the City for a period of time that the Mayor finds to be warranted by the contractor’s non-compliance.

DISCLAIMERS:
NOTHING IN THIS AGREEMENT SHALL CAUSE THE CONTRACTOR TO HIRE AN INDIVIDUAL OR ENTERPRISE INTO A POSITION FOR WHICH THE INDIVIDUAL OR ENTERPRISE IS NOT QUALIFIED.

NON-DISCRIMINATION:
The District and the Contractor agree that there shall be no discrimination against any employee or candidate for employment because of race, color, sex, sexual orientation, gender identity, military service, religion, national origin, age, or disability or any other factor specified in Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1983, and subsequent amendments thereto and that they will comply with all other pertinent federal and state laws regarding discrimination.

INDIANA LAW PREVAILS:
The place and performance of this contract shall be the State of Indiana. This agreement shall be construed, interpreted and enforced according to the laws and regulations of the State of Indiana and the Michigan City Municipal Code.

EFFECTIVE DATE:
This agreement shall take effect on the effective date of the construction contract and shall remain in effect for the duration of the construction contract.

IN WITNESS WHEREOF, the Owner and the Contractor have affixed their signatures below.

CONTRACTOR

By: ______________________________
(Print Name)

_______________________________
Title

POLITICAL SUBDIVISION/ OWNER OF PROJECT

By: ______________________________
(Print Name)

_______________________________
Title