

AUGUST 24, 2016

**BID SPECIFICATIONS
DEMOLITION OF THE
FORMER MICHIGAN CITY NEWS-DISPATCH FACILITY
121 WEST MICHIGAN BOULEVARD
AND
FORMER MICHIGAN CITY POLICE DEPARTMENT FACILITY
102 WEST SECOND STREET
MICHIGAN CITY, INDIANA 46360**



Prepared by:

**MICHIGAN CITY REDEVELOPMENT COMMISSION
100 EAST MICHIGAN BOULEVARD
MICHIGAN CITY, INDIANA 46360**

TABLE OF CONTENTS

		Page
1.0	INVITATION TO BID.....	1
2.0	SCOPE OF WORK.	2
3.0	BID REQUIREMENTS.	7
3.1	Bid Format.....	7
3.2	Bid Submission.	7
3.3	Labor and Contract Requirements.....	8
3.3.1	Prevailing Wage.....	8
3.3.2	Local Hiring/Equal Employment Opportunity Program.....	9
3.3.3	Insurance Requirements.	10
3.3.4	Bid Guarantee	10
4.0	SCHEDULE.....	10
5.0	BID EVALUATION CRITERIA.	11

List of Attachments

Attachment I	Asbestos/Lead 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 Michigan City News-Dispatch Facility, located at 121 West Michigan Boulevard, and the Former Michigan City Police Department Facility, located at 102 West Second Street, in 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 Michigan City News-Dispatch Facility, located at 121 West Michigan Boulevard, and the Former Michigan City Police Department Facility, located at 102 West Second 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 SEPTEMBER 2, 2016 AT 10:00 A.M. AT THE FRONT (SOUTHERN) ENTRANCE TO THE FORMER MICHIGAN CITY NEWS-DISPATCH BUILDING, LOCATED AT 121 WEST MICHIGAN BOULEVARD, 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 4:00 p.m. local time on September 12, 2016. Any bid received after said time and date will not be accepted. Bids will be publicly opened and read aloud at 5:00 p.m. on September 12, 2016 during the Michigan City Redevelopment Commission Meeting. 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 Michigan City News-Dispatch/Police Station Buildings". 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 Michigan City News-Dispatch Facility, located at 121 West Michigan Boulevard, and the Former Michigan City Police Department Facility, located at 102 West Second 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

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. Obtain all required additional permits.
4. 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 at the demolition site to prevent unauthorized access during the course of work.
5. Provide soil erosion and sedimentation control 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/Lead Abatement

The Asbestos/Lead Inspection Report for the 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 and lead identified within the buildings which consists of, but is 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. 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, private light poles, private utility poles, flag poles, electrical features, buried and aboveground wiring, other features and debris.
7. Demolish buildings and all structures, including fences, concrete building slab, driveway and parking areas.
8. Promptly repair damage to adjacent properties caused by building demolition operations.
9. Site cleanup including removal of site debris trash.
10. Do not allow demolished materials to accumulate on-site.
11. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces/areas and roadways.
12. Existing storm water catch basins located within asphalt parking lots are to remain. Protection from damage or repair of damage is required.
13. Sidewalks, grass areas, trees, bushes, light poles and utility poles existing in the right-of-ways adjacent to the site are to remain. Protection from damage or repair of damage is required.
14. Asphalt pavement and utilities existing in the alley between the Former Michigan City Police Station Facility and the Former News-Dispatch Facility are to remain. Protection from damage or repair of damage is required.
15. Groundwater monitoring wells (14 in total) existing at the Former News-Dispatch Facility are to remain. Protection from damage or repair of damage is required.
16. 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.

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. Backfill below grade voids caused by demolition and removal activities of below grade structures/site features with Type II Fill Sand. The backfill shall be placed in lifts that are not to exceed 8-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.
2. The City of Michigan City's Inspection Department needs to be contacted prior to backfilling of all sanitation line(s) for inspection.
3. The contractor shall provide a minimum of 2" of clean top-soil, fine graded over the area disturbed upon completion of all demolition and removal. Fine grading shall be done to bring property back to grade with existing surrounding properties and to ensure proper drainage. Fine grading shall be inspected and approved by the City of Michigan City personnel and/or representatives prior to placing grass seed.
4. Hydroseed the demolition site with hardy, fast germinating grass seed to ensure that a stand of grass will grow. Sufficiently water and fertilize the grass area.
5. 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.
6. Clean adjacent structures and improvements of dust, dirt and debris caused by building demolition activities.
7. 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 4:00 p.m. local time on September 12, 2016. Any bid received after said time and date will not be accepted. Bids will be publicly opened and read aloud at 5:00 p.m. on September 12, 2016 during the Michigan City Redevelopment Commission Meeting. 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 Michigan City News-Dispatch/Police Station Buildings". 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 Department 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 Redevelopment Department 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.

3.3 Labor and Contract Requirements

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

3.3.1 Prevailing Wage

The municipal law requires that prevailing wages must be paid to all workers performing on-site work on this public project (per prevailing wage requirements set forth in Section 2-343 of the Michigan City Municipal Code). Therefore, the selected contractor is responsible for compliance of all subcontractors, including lower tier subcontractors, with prevailing wage provisions. The Michigan City Department of Human Rights monitors compliance with this law and is charged with the responsibility to enforce prevailing wage requirements and ensure that payment of the proper wages is occurring. The Human Rights Department requires the contractor and all subcontractors to file labor compliance documents with supporting documentation, including certified payrolls. Written documentation must be filed within 10 days of a Notice

to Proceed. Certificates of Completion are not issued until all required documents are filed. All questions regarding prevailing wage requirements are to be directed to:

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

Prevailing wage determinations are made on a project-to-project basis and determined by wage scales established by a multi-jurisdictional panel.

3.3.2 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 Deutch
Executive Director
Human Rights Department
100 East Michigan Boulevard
Michigan City, Indiana 46360
219-873-1429 (Ext. 336)

3.3.3 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

3.3.4 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.

Issuance of Bid Specification	August 24, 2016
Pre-Bid Meeting at Site	September 2, 2016 (10:00 am CDT)
Bids Due	September 12, 2016 (4:00 pm CDT)
Award of Contract	TBD
Initiation of Project	TBD
Completion of Project	TBD

5.0 BID EVALUATION CRITERIA

All bids which are deemed fully responsive to this Bid Specifications will be evaluated. To be deemed fully response, 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/LEAD INSPECTION REPORT

Pekron Consulting

Environmental Health & Safety

August 22, 2016

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

Re: Asbestos and Lead Containing Material Survey
Pekron Project Number 20160655

Dear Mr. Stevenson:

On August 10, 11, and 12, 2016, Pekron Consulting, Inc. was contracted by Environmental, Inc. to perform industrial hygiene bulk sampling for asbestos and lead in the former Michigan City Police Department Building located at 102 West 2nd Street in Michigan City, Indiana and the former News Dispatch Building located at 121 West Michigan Boulevard, directly to the south. Bulk samples of suspect asbestos and lead containing materials were collected by Indiana Department of Environmental Management (IDEM) licensed Asbestos Inspector (#19A003108) Bruce Megquier from the vacant buildings and analyzed for the presence of asbestos and lead.

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.

Lead

Paint chip samples were collected from the two buildings and delivered to STAT Analysis Corporation, an accredited laboratory. Samples were analyzed using the NIOSH 7082 method. Sample LP2 from the Former Police Department Building was bullet fragments from the shooting range in the basement.

Results

Forty-eight (48) asbestos bulk samples and twenty (20) lead samples were collected from the former Police Department Building. Lab results indicated that seven (7) of the bulk samples tested *positive* for the presence of asbestos. Lab results indicated that twenty (20) lead samples were collected and nine (9) indicated lead levels *above detectable limits*.

Thirty (30) asbestos bulk samples and eight (8) lead samples were collected from the former News Dispatch Building. Lab results indicated that four (4) of the bulk samples tested *positive* for the presence of asbestos. Lab results indicated that two (2) of the bulk samples contained lead *above detectable limits*.

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,



Bruce Megquier
Industrial Hygienist

Attachments: Sample Survey Summary Tables
Laboratory Results

TABLE 1
ASBESTOS BULK SAMPLE RESULTS
FORMER MICHIGAN CITY POLICE DEPARTMENT BUILDING
102 WEST 2ND STREET
MICHIGAN CITY, INDIANA
AUGUST 10 AND 11, 2016

Sample No.	Material Location	Material Description	Result Percentage (%)
01	East Side of Building Just West of Cells	12"x12" White with Black Specks Floor Tile	NAD
01A	East Side of Building Just West of Cells	Mastic beneath 01	NAD
02	North Lobby Area	Popcorn Type Ceiling	NAD
03	North Lobby Area	Drywall Composite	NAD
04	Offices West of Cells	2'x2' White with Pinholes Ceiling Tile	NAD
05	NE Corner Office (Cubs Room)	2'x4' White with Fissures Ceiling Tile	NAD
06	Kitchen Area	12"x12" Beige with Tan Splotches Floor Tile	NAD
06A	Kitchen Area	Mastic beneath 06	NAD
07	Throughout Building	Dark Gray Baseboard	NAD
07A	Throughout Building	Mastic beneath 07	NAD
08	Throughout Building	Blue Baseboard	NAD
08A	Throughout Building	Mastic beneath 08	NAD
09	Office South of Main Entrance	Popcorn Ceiling	NAD
10	Raised Floor North of South Garage Door Entrance	12"x12" Blue with Darker Blue Splotches Floor Tile	NAD
10A	Raised Floor North of South Garage Door Entrance	Mastic beneath 10	NAD
11	North Lobby Entrance	Popcorn Ceiling	NAD
12	Chief's Office	1'x1' White Ceiling Tile	NAD

NAD – No Asbestos Detected

BOLD INDICATES POSITIVE RESULT

TABLE 1 (CONTINUED)
ASBESTOS BULK SAMPLE RESULTS
FORMER MICHIGAN CITY POLICE DEPARTMENT BUILDING
102 WEST 2ND STREET
MICHIGAN CITY, INDIANA
AUGUST 10 AND 11, 2016

Sample No.	Material Location	Material Description	Result Percentage (%)
13	Chief's Office	Glue Dot beneath 12	NAD
14	Detective Division Caged Room	9"x9" Off White Floor Tile	Chrysotile 1-5%
14A	Detective Division Caged Room	Mastic 14	Chrysotile 10%
15	Detective Division Caged Room	Baseboard	NAD
15A	Detective Division Caged Room	Mastic 15	NAD
16	Detective Division Next To Evidence Lockup	1'x1' White Ceiling Tile	NAD
17	Detective Division Next To Evidence Lockup	Glue Dot beneath	NAD
18	Basement Corridor Area	12"x12" Gray with lighter Gray Splotches Floor Tile	NAD
18A	Basement Corridor Area	Mastic beneath 18	Chrysotile 10%
19	Basement West Side Office Area Beneath Carpeting	12"x12" Lighter Beige Floor Tile	Chrysotile 5%
19A	Basement West Side Office Area Beneath Carpeting	Mastic beneath 19	Chrysotile 10%
20	Basement West Side Offices	1'x1' White with Pinholes Ceiling Tile	NAD
21	Basement West Side Offices	Glue Dot beneath 20	NAD
22	Basement Shooting Range	Insulating Board Behind Steel Sheets	NAD
23	Basement Shooting Range	Glue Dot behind 22	NAD
24	Basement East Fan Room	Hard Fitting on 2" OD Line	NAD
25	Basement East Fan Room	Hard Fitting on 2" OD Line	NAD

NAD – No Asbestos Detected
BOLD INDICATES POSITIVE RESULT

TABLE 1 (CONTINUED)
ASBESTOS BULK SAMPLE RESULTS
FORMER MICHIGAN CITY POLICE DEPARTMENT BUILDING
102 WEST 2ND STREET
MICHIGAN CITY, INDIANA
AUGUST 10 AND 11, 2016

Sample No.	Material Location	Material Description	Result Percentage (%)
26	Basement Traffic Division	12"x12" Light Brown With Multi brown colored splotches Floor Tile	Chrysotile 1-5%
26A	Basement Traffic Division	Mastic beneath 26	NAD
27	Basement Traffic Division	2'x4' White Raised Patterned Ceiling Tile	NAD
28	Basement Garage	Emergency Generator Exhaust Breaching Insulation	NAD
29	Outside Building West Side Vertical Windows	Caulking	NAD
30	Outside Building West Entrance	South Window Caulk	NAD
31	Outside Building West Entrance	North Window Caulk	NAD
32	Roof West Side	Black Caulking	NAD
33	Roof West Side	Roof Membrane Material	NAD
34	Roof West Side	Foam Under Membrane	NAD
35	Roof West Side	Membrane Like Layer Between Styrofoam	NAD
36	Roof West Side	Lowest Level Material On Top Of Concrete Roof	NAD
37	Outside Building East Side	Foundation Coating	Chrysotile 5-10%
38	Outside Building North Side	Typical Window Caulk	NAD

NAD – No Asbestos Detected
BOLD INDICATES POSITIVE RESULT

**TABLE 2
 LEAD BULK SAMPLE RESULTS
 FORMER MICHIGAN CITY POLICE DEPARTMENT BUILDING
 102 WEST 2ND STREET
 MICHIGAN CITY, INDIANA
 AUGUST 10 AND 11, 2016**

Sample No.	Material Location	Material Description	Result Percentage (%) weight
LP1	South Wall of Shooting Range	Light Blue Gray Paint	0.61
LP2	Shooting Range	Bullet fragments	94
LP3	Offices Next to Shooting Range	Ceiling Paint Yellow	0.031
LP4	Shooting Range	Gray Floor Paint	0.48
LP5	Basement Typical Door Frame and Door Paint	Blue Paint	<0.0089
LP6	Basement Typical Paint	Shinier Gray Paint Base Appears Green	<0.0085
LP7	Basement Outside Boiler Room	Lighter Blue on Walls With Green Base	0.012
LP8	Basement Outside Boiler Room	Darker Blue Accent Stripe with Green Base	0.0093
LP9	Basement Traffic Division	Mauve Wall Paint	<0.0083
LP10	Basement Garage Area	Yellow Paint on Structural Columns	0.48
LP11	Basement Garage Area	Peeling Ceiling Paint	0.043
LP12	Basement Area Boiler Room	Red Primer on Structural Steel	4.3
LP13	1 st Floor Chief's Office East Wall	Gray and White Layers	<0.0095
LP14	1 st Floor Chief's Office East Wall	Maroon Wall Paint	<0.0092
LP15	1 st Floor Dispatch Area	Tan Wall Paint	<0.0094
LP16	1 st Floor Easternmost Office (Cub's Room)	East Wall Cub Blue Paint	<0.0094
LP17	1 st Floor Next to West side Offices	West Wall Beige	<0.010

TABLE 2 (CONTINUED)
LEAD BULK SAMPLE RESULTS
FORMER MICHIGAN CITY POLICE DEPARTMENT BUILDING
102 WEST 2ND STREET
MICHIGAN CITY, INDIANA
AUGUST 10 AND 11, 2016

Sample No.	Material Location	Material Description	Result Percentage (%)
LP18	1 st Floor Detective Division Far West	Blue Green Wall Paint/ Lighter Base	<0.0088
LP19	1 st Floor Detective Division Far West	Orange with Lighter Base	<0.0090
LP20	Outside Building West Side	Light Brown with White Base	<0.0085

TABLE 3 ASBESTOS BULK SAMPLE RESULTS FORMER NEWS DISPATCH BUILDING 121 WEST MICHIGAN BOULEVARD MICHIGAN CITY, INDIANA AUGUST 11 AND 12, 2016			
Sample No.	Material Location	Material Description	Result Percentage (%)
01	News Dispatch Building North Entrance Area	12"x12" Tan with Splotches Floor Tile	Chrysotile 1-5%
01A	News Dispatch Building North Entrance Area	Mastic 01	Chrysotile 10%
02	News Dispatch Building North Entrance Area	12"x12" Beige w Darker Splotches Floor Tile	NAD
02A	News Dispatch Building North Entrance Area	Mastic 02	NAD
03	News Dispatch Building North Entrance Area	12"x12" Blue with Splotches Floor Tile	NAD
03A	News Dispatch Building North Entrance Area	Mastic 03	NAD
04	West Phone Closet	12"x12" Brown with Tan Splotches Floor Tile	Chrysotile 1-5%
04A	West Phone Closet	Mastic 04	Chrysotile 10%
05	Center West Office	2'x4' White with Fissures Ceiling Tile	NAD
06	Center West Offices	Felt Board	NAD
07	Northeast Kitchen Area	2'x4' White with Small Fissures and Pinholes Ceiling Tile	NAD
08	Northeast Kitchen Area	Baseboard	NAD
08A	Northeast Kitchen Area	Baseboard Adhesive	NAD
09	Center Area	2'x4' White Filigreed Ceiling Tile	NAD
10	Center Area	2'x4' White Style 933 Ceiling Tile	NAD
11	West Wall of Center Area	Drywall Composite	NAD
12	South Wall of Center Area	Drywall Composite	NAD

NAD – No Asbestos Detected
BOLD INDICATES POSITIVE RESULT

TABLE 3(CONTINUED) ASBESTOS BULK SAMPLE RESULTS FORMER NEWS DISPATCH BUILDING 121 WEST MICHIGAN BOULEVARD MICHIGAN CITY, INDIANA AUGUST 11 AND 12, 2016			
Sample No.	Material Location	Material Description	Result Percentage (%)
13	Northwest Wall of Center Area	Drywall Composite	NAD
14	Center East Office	Drywall Composite	NAD
15	Center West Office	Drywall Composite	NAD
16	Conference Room	Drywall Composite	NAD
17	Roof South Side	Black Caulk	NAD
18	Roof South Side	Membrane Material/ Flashing	NAD
19	Roof South Side	Felt Board	NAD
20	Roof South Side	Tar Below Felt Board	NAD
21	Roof South Side	Material Below Tar	NAD
22	Roof South Side	Tar Paper Between Two Types of Board	NAD
23	Roof South Side	Tar Below Tan Board	NAD
24	Front Lobby South Side	Plaster Ceiling Material	NAD
25	Front Lobby South Side	Caulking Around Doors	NAD

NAD – No Asbestos Detected
BOLD INDICATES POSITIVE RESULT

TABLE 4
LEAD BULK SAMPLE RESULTS
FORMER NEWS DISPATCH BUILDING
121 WEST MICHIGAN BOULEVARD
MICHIGAN CITY, INDIANA
AUGUST 12, 2016

Sample No.	Material Location	Material Description	Result Percentage (%)
L01	Garage Area	Darker Blue Paint	<0.0095
L02	Garage Area	Light Blue Paint	<0.0098
L03	Basement Printing Area	Light Orange Paint	<0.0087
L04	Basement Area West of Printing Line	White Paint	<0.0084
L05	Basement Stairwell Structural Steel/ Handrails	Blue/Gray	0.074
L06	1 st Floor Restrooms Near West Loading Dock	Typical Light Tan Paint	<0.0097
L07	Exterior Loading Dock Area	Tan Paint	0.017
L08	Exterior Door/ Typical	Reddish Orange Paint	<0.0096

TABLE 5 DESCRIPTION AND APPROXIMATE QUANTITIES OF MATERIALS THAT TESTED POSITIVE FOR ASBESTOS FROM THE FORMER MICHIGAN CITY POLICE DEPARTMENT BUILDING MICHIGAN CITY, INDIANA AUGUST 11 AND 12, 2016	
Description of Material	Approximate Total Quantity
Detective Division Caged Room/ 9"x9" Off White Floor Tile and Mastic	220SF
Basement West Side Office Areas Beneath Carpeting/ 12"x12" Lighter Beige Floor Tile And Mastic	1250SF
Basement Corridor Areas/ Mastic Beneath 12"x12" Gray with Lighter Gray Splotches	850SF
Basement Traffic Division/ 12"x12" Light Brown with Multi Brown Colored Splotches Floor Tile	450SF
Exterior of the Building/ Black Foundation Coating	3600SF

TABLE 6 DESCRIPTION AND APPROXIMATE QUANTITIES OF MATERIALS THAT TESTED POSITIVE FOR ASBESTOS FROM THE FORMER NEWS DISPATCH BUILDING MICHIGAN CITY, INDIANA AUGUST 11 AND 12, 2016	
Description of Material	Approximate Total Quantity
North Entrance Area/ 12"x12" Tan With Splotches Floor Tile and Mastic	300SF
West Phone Closet and Miscellaneous Areas/ 12"x12" Brown with Tan Splotches Floor Tile and Mastic	275SF

ANALYTICAL LAB

1404 119TH STREET, SUITE A
 WHITING, IN 46394
 PH. 219 - 473 - 9777
 FAX 219 - 473 - 9790
 WWW.ANALYTICALLAB.COM

Polarized Light Microscopy

Test Report

Report No: 41963
 Report Date: 08/12/16

Number of Samples: Received Analyzed
28 26

Date Received: 08/12/16
 Date Analyzed: 08/12/16
 Faxed Date: 08/12/16

Turn Around: FL
 Client Project: 20160655 / Environmental Incorp.
 Client Location: News Dispatch Bldg. / Michigan
 City, IN

Client Contact: Bruce Megquier
 Client: Pekron Consulting
 1404 119th Street, Suite B
 Whiting, IN 46394-

Field No	Lab No	Appearance	Asbestos Type (Calibrated Visual Estimate)		Non-Asbestos Components		
					Fibrous	Non-Fibrous	
1	307911	Fibrous / Beige	Chrysotile	1%-5%		Other	95%
2	307912	Non-Fibrous / Beige	NAD			Other	100%
3	307913	Non-Fibrous / Blue	NAD			Other	100%
4	307914	Fibrous / Brown	Chrysotile	1%-5%		Other	95%
5	307915	Fibrous / White - Brown	NAD		MMMF Cellulose	30% 35%	Other 35%
6	307916	Fibrous / Black - Brown	NAD		Cellulose	95%	Other 1%-5%
7	307917	Fibrous / Black - Beige	NAD		Cellulose	65%	Other 35%
8	307918	Non-Fibrous / Black	NAD			Other	100%
9	307919	Fibrous / Beige - Brown	NAD		MMMF Cellulose	30% 35%	Other 35%
10	307920	Fibrous / White - Beige	NAD		Cellulose	60%	Other 40%
11	307921	Fibrous / Beige - Brown	NAD		Cellulose	75%	Other 25%
12	307922	Fibrous / Beige - Brown	NAD		Cellulose	80%	Other 20%
13	307923	Fibrous / Beige - Brown	NAD		Cellulose	80%	Other 20%

ANALYTICALLAB

1404 119TH STREET, SUITE A
 WHITING, IN 46394
 PH. 219 - 473 - 9777
 FAX 219 - 473 - 9790
 WWW.ANALYTICALLAB.COM

Polarized Light Microscopy**Test Report**

Report No: 41963

Report Date: 08/12/16

Received Analyzed

Number of Samples: 28 26

Date Received: 08/12/16

Turn Around: FL

Client Contact: Bruce Megquier

Date Analyzed: 08/12/16

Client Project: 20160655 / Environmental Incorp.

Client: Pekron Consulting

Faxed Date: 08/12/16

Client Location: News Dispatch Bldg. / Michigan
City, IN

1404 119th Street, Suite B

Whiting, IN 46394-

Field No	Lab No	Appearance	Asbestos Type (Calibrated Visual Estimate)	Non-Asbestos Components			
				Fibrous		Non-Fibrous	
14	307924	Fibrous / Beige	NAD	Cellulose	50%	Other	50%
15	307925	Fibrous / Yellow - Brown	NAD	Cellulose	75%	Other	25%
16	307926	Fibrous / Yellow - Brown	NAD	Cellulose	30%	Other	70%
17	307927	Fibrous / Black	NAD	Synthetic Cellulose	25% 1%-5%	Other	70%
18	307928	Fibrous / Black - Brown	NAD	Cellulose	15%	Other	85%
19	307929	Fibrous / Brown	NAD	Cellulose	95%	Other	1%-5%
20	307930	Fibrous / Black	NAD	MMM Cellulose	10% 5%	Other	85%
21	307931	Fibrous / Brown	NAD	Cellulose	70%	Other	30%
22	307932	Not Analyzed					
23	307933	Not Analyzed					
1 A	307934	Fibrous / Black	Chrysotile	10%	Cellulose	5%	Other 85%
2 A	307935	Fibrous / Black	NAD	Cellulose	10%	Other	90%
3 A	307936	Fibrous / Black - Brown	NAD	Cellulose	5%	Other	95%

ANALYTICAL LAB

1404 119TH STREET, SUITE A
 WHITING, IN 46394
 PH. 219 - 473 - 9777
 FAX 219 - 473 - 9790
 WWW.ANALYTICALLAB.COM

Polarized Light Microscopy

Test Report

Report No: 41963

Report Date: 08/12/16

Received	Analyzed
----------	----------

Number of Samples:	28	26
--------------------	----	----

Date Received: 08/12/16

Turn Around: FL

Client Contact: Bruce Megquier

Date Analyzed: 08/12/16

Client Project: 20160655 / Environmental Incorp.

Client: Pekron Consulting

Faxed Date: 08/12/16

Client Location: News Dispatch Bldg. / Michigan City, IN

1404 119th Street, Suite B

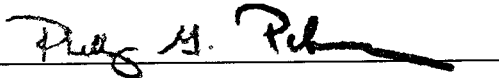
Whiting, IN 46394-

Field No	Lab No	Appearance	Asbestos Type (Calibrated Visual Estimate)	Non-Asbestos Components				
				Fibrous		Non-Fibrous		
4 A	307937	Fibrous / Black	Chrysotile	10%	Cellulose	5%	Other	85%
8 A	307938	Fibrous / Beige	NAD		Cellulose	1%-5%	Other	95%

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

ASBESTOS ANALYSIS BY POLARIZED LIGHT MICROSCOPY

Method: EPA-600/M4-82-020

AnalyticalLab Inc.
 1404 119th Street, Suite A
 Whiting, IN 46394
 Phone: (219) 473-9777
 Fax: (219) 473-9790


Reference:	PO#19398/2016-0655	Date Received:	08/15/2016
Location:	Former Michigan City Police Staien	Date Analyzed:	08/17/2016
Batch No.:	326087	Date Reported:	08/17/2016
Customer No.:	786	Turn Around Time:	2 Days

Laboratory Sample	Customer Sample Number	Asbestos Components (%)	Non-Asbestos Components (%)
326087001	1	ND	Binder 99-100%
326087002	1M	ND	Binder 99-100%
326087003	2	ND	Binder 99-100%
326087004	6	ND	Binder 99-100%
326087005	6M	ND	Binder 99-100%
326087006	9	ND	Binder 99-100%
326087007	10	ND	Binder 99-100%
326087008	10M	ND	Binder 99-100%
326087009	11	ND	Binder 99-100%
326087010	13	ND	Binder 99-100%
326087011	17	ND	Binder 99-100%
326087012	18	ND	Binder 99-100%
326087013	18M	Chrysotile 1-5%	Binder 95-99%
326087014	18 Leveler	ND	Binder 90-95% Other 5-10%
326087015	21	ND	Binder 99-100%
326087016	22	ND	Cellulose 95-99% Binder 1-5%

ND = Asbestos Not Detected (Not Present) NA = Not Analyzed NS = Not Submitted
 Components of inhomogeneous samples are analyzed per our Standard Operating Procedure, or per customer request.

The use of the NVLAP logo does not imply endorsement by NVLAP or any agency of the US Government.

The information contained in this report and any attachments is confidential information intended only for the use of the individual or entities named above. The results of this report relate only to the samples tested. If you have received this report in error, please notify us immediately by phone. This report shall not be reproduced, except in its entirety, unless written approval has been obtained from the laboratory. This report remains property of STAT Analysis until payment is received in full (see invoice).

Analyzed by Name : 

ASBESTOS ANALYSIS BY POLARIZED LIGHT MICROSCOPY

Method: EPA-600/M4-82-020

AnalyticaLab Inc.
 1404 119th Street, Suite A
 Whiting, IN 46394
 Phone: (219) 473-9777
 Fax: (219) 473-9790

Reference:	PO#19398/2016-0655	Date Received:	08/15/2016
Location:	Former Michigan City Police Staien	Date Analyzed:	08/17/2016
Batch No.:	326087	Date Reported:	08/17/2016
Customer No.:	786	Turn Around Time:	2 Days

Laboratory Sample	Customer Sample Number	Asbestos Components (%)	Non-Asbestos Components (%)
326087017	23	ND	Binder 99-100%
326087018	24	ND	Binder 80-85% Glass 15-20%
326087019	25	ND	Binder 80-85% Glass 15-20%
326087020	26	Chrysotile 1-5%	Binder 95-99%
326087021	26A	ND	Binder 99-100%
326087022	27	ND	Cellulose 30-35% Binder 30-35% Glass 30-35%
326087023	28	ND	Binder 99-100%
326087024	29	ND	Binder 99-100%
326087025	30	ND	Binder 99-100%
326087026	31	ND	Binder 99-100%
326087027	32	ND	Binder 99-100%
326087028	33	ND	Binder 99-100%
326087029	34	ND	Binder 99-100%
326087030	35	ND	Binder 99-100%
326087031	36	ND	Binder 99-100%

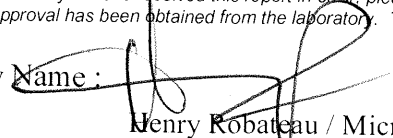
ND = Asbestos Not Detected (Not Present) NA = Not Analyzed NS = Not Submitted

Components of inhomogeneous samples are analyzed per our Standard Operating Procedure, or per customer request.

The use of the NVLAP logo does not imply endorsement by NVLAP or any agency of the US Government.

The information contained in this report and any attachments is confidential information intended only for the use of the individual or entities named above. The results of this report relate only to the samples tested. If you have received this report in error, please notify us immediately by phone. This report shall not be reproduced, except in its entirety, unless written approval has been obtained from the laboratory. This report remains property of STAT Analysis until payment is received in full (see invoice).

Analyzed by Name :



Henry Robateau / Microscopist

ASBESTOS ANALYSIS BY POLARIZED LIGHT MICROSCOPY

Method: EPA-600/M4-82-020

AnalyticaLab Inc.
 1404 119th Street, Suite A
 Whiting, IN 46394
 Phone: (219) 473-9777
 Fax: (219) 473-9790

Reference: PO#19398/2016-0655

Location: Former Michigan City Police Station

Batch No.: 326087

Customer No.: 786

Date Received: 08/15/2016

Date Analyzed: 08/17/2016

Date Reported: 08/17/2016

Turn Around Time: 2 Days

Laboratory Sample	Customer Sample Number	Asbestos Components (%)	Non-Asbestos Components (%)
326087032	37	Chrysotile 5-10%	Binder 90-95%
326087033	38	ND	Binder 99-100%

ND = Asbestos Not Detected (Not Present) NA = Not Analyzed NS = Not Submitted

Components of inhomogeneous samples are analyzed per our Standard Operating Procedure, or per customer request.

The use of the NVLAP logo does not imply endorsement by NVLAP or any agency of the US Government.

The information contained in this report and any attachments is confidential information intended only for the use of the individual or entities named above. The results of this report relate only to the samples tested. If you have received this report in error, please notify us immediately by phone. This report shall not be reproduced, except in its entirety, unless written approval has been obtained from the laboratory. This report remains property of STAT Analysis until payment is received in full (see invoice).

Analyzed by Name:


 Henry Robatgau / Microscopist



Analysis Corporation

2242 West Harrison St., Suite 200, Chicago, IL 60612-3766

Tel: (312) 733-0551 Fax: (312) 733-2386 STATinfo@STATAnalysis.com



NVLAP Lab Code 101202-0

ASBESTOS ANALYSIS BY POLARIZED LIGHT MICROSCOPY

Method: EPA-600/M4-82-020

AnalyticaLab Inc.
1404 119th Street, Suite A
Whiting, IN 46394
Phone: (219) 473-9777
Fax: (219) 473-9790

Reference: PO#19398/2016-0655 Date Received: 08/15/2016
Location: News Dispatch Bldg Date Analyzed: 08/15/2016
Batch No.: 326086 Date Reported: 08/15/2016
Customer No.: 786 Turn Around Time: 2 Days

Laboratory Sample	Customer Sample Number	Asbestos Components (%)	Non-Asbestos Components (%)
326086001	22	ND	Binder 99-100%
326086002	23	ND	Binder 99-100%
326086003	24	ND	Binder 90-95% Other 5-10%
326086004	25	ND	Binder 99-100%

ND = Asbestos Not Detected (Not Present) NA = Not Analyzed NS = Not Submitted

Components of inhomogeneous samples are analyzed per our Standard Operating Procedure, or per customer request.

The use of the NVLAP logo does not imply endorsement by NVLAP or any agency of the US Government.

The information contained in this report and any attachments is confidential information intended only for the use of the individual or entities named above. The results of this report relate only to the samples tested. If you have received this report in error, please notify us immediately by phone. This report shall not be reproduced, except in its entirety, unless written approval has been obtained from the laboratory. This report remains property of STAT Analysis until payment is received in full (see invoice).

Analyzed by Name :

Henry Robateau Microscopist

Date: 08/15/2016

STAT Analysis Corporation

2242 West Harrison St., Suite 200, Chicago, IL 60612-3766

Tel: (312) 733-0551 Fax: (312) 733-2386 STATinfo@STATanalysis.com

Accreditation Numbers : IEPA ELAP 100445 ; ORELAP IL300001 ; AIHA-LAP, LLC 101160

Date Reported: August 16, 2016

ANALYTICAL RESULTS

Date Printed: August 16, 2016

Client: AnalyticalLab

Work Order: 16080587 Revision 0

Project: 20160655, Environmental Incorporated, News Dispatch

Client ID	Additional Info	Sample ID	Matrix	Lead Result	Units	Qualifier	Analyst	Date Analyzed	Analytical Method
L01		16080587-001A	Paint Chips	< 0.0095	wt%		JPF	08/16/2016	N7082M
L02		16080587-002A	Paint Chips	< 0.0098	wt%		JPF	08/16/2016	N7082M
L03		16080587-003A	Paint Chips	< 0.0087	wt%		JPF	08/16/2016	N7082M
L04		16080587-004A	Paint Chips	< 0.0084	wt%		JPF	08/16/2016	N7082M
L05		16080587-005A	Paint Chips	0.074	wt%		JPF	08/16/2016	N7082M
L06		16080587-006A	Paint Chips	< 0.0097	wt%		JPF	08/16/2016	N7082M
L07		16080587-007A	Paint Chips	0.017	wt%		JPF	08/16/2016	N7082M
L08		16080587-008A	Paint Chips	< 0.0096	wt%		JPF	08/16/2016	N7082M

Qualifiers: B - Analyte detected in the associated Method Blank
S - Spike Recovery outside accepted recovery limits

R - RPD outside accepted recovery limits
E - Value above quantitation range
* - Non-accredited parameter

ATTACHMENT II
BID PROPOSAL FORM

**BID PROPOSAL FORM
DEMOLITION OF THE
FORMER MICHIGAN CITY NEWS-DISPATCH FACILITY
121 WEST MICHIGAN BOULEVARD AND THE
MICHIGAN CITY POLICE DEPARTMENT FACILITY
102 WEST SECOND 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 demolition of the Former Michigan City News-Dispatch Building, located at 121 West Michigan Boulevard, and the Former Michigan City Police Department Building, located at 102 West Second 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 #(_____) _____ FAX # (_____) _____ DATE _____

ATTACHMENT III

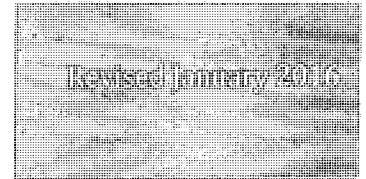
**MICHIGAN CITY LOCAL HIRING/EQUAL
EMPLOYMENT OPPORTUNITY PROGRAM PACKAGE**

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

CONTENTS

Foreword by Jeff Deutch	Pg. 3
Procedures and Submissions Applicable to Bidders and Winning Contractors	Pg. 4-5
• Equal Employment Opportunity Clause to be Included in Public Contracts	Pg. 6-7
• 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
• Non-Investment in Iran Certification	Pg. 15
• Non-Collusion Affidavit	Pg. 16
• Affirmative Action and Equal Employment Opportunity Policy Statement	Pg. 17-18
• Michigan City Local Hiring Agreement	Pg. 19-22

Relevant Municipal Code Provisions:

- Contract Compliance/Affirmative Action and Equal Opportunity Program: Municipal Code §66-130; 66-140—§-66-147; and §66-103.
- Local Hiring Program: Municipal Code §66-130 and §66-153—§66-159.

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 Deutch

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 Deutch

**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 EMPLOYMENT OPPORTUNITY CLAUSE TO BE INCLUDED IN PUBLIC CONTRACT

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: _____

(Employees 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 _____.**

White (Not Hispanic)	
African-American (Not Hispanic)	
Native American (Not Hispanic)	
Asian & Pacific Islander (Not Hispanic)	
Hispanic, All Races	

Male	
Female	

_____ 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, not less than seven (7) days prior to the
 commencement of construction activities for the Project, 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 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 subcontractor 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 CONTACTOR 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