

## **DEMOLITION AT VARIOUS SITES GARY, INDIANA**

This project is for the scheduled demolition of improvements and site restoration at the residential properties listed herein unless otherwise specified in the contract. The project is located within the city limits of Gary, Indiana, in association with the Community Development Block Grant Program. Contact information for the Owner is provided below.

### **DESCRIPTION OF WORK:**

The work included in this contract generally includes, but is not limited to, the following scopes of work:

1. Hazardous and regulated materials removal and disposal
2. Demolition, removal, and disposal of structures and associated appurtenances
3. Backfilling
4. Site restoration
5. Maintenance of traffic, if needed
6. Soil erosion and sedimentation control (SESC)

### **LOCATION OF WORK:**

The work specified herein shall be performed at the locations below:

- |                         |                                   |                 |
|-------------------------|-----------------------------------|-----------------|
| 1. 269 Fillmore Street  | 6. 30 W. 20 <sup>th</sup> Avenue  | 11. 425 Jackson |
| 2. 305 Jackson Street   | 7. 1816 Connecticut St.           | 12. 456 Jackson |
| 3. 316 Van Buren Street | 8. 1925 Adams Street              | 13. 452 Jackson |
| 4. 319 Harrison Street  | 9. 4210 W 23 <sup>rd</sup> Avenue |                 |
| 5. 321 Harrison Street  | 10. 674 Harrison                  |                 |

### INSTRUCTIONS TO BIDDERS

1. Bids shall be prepared in accordance with the instructions contained herein.
2. Each Bidder by submitting their Bid represents that he has read and understands the Bid Contract Documents and referenced material. Failure to read and to understand the Bid Documents shall in no way entitle the Bidder to additional consideration, compensation or relieve the Bidder from any obligation with respect to their Bid or to the Contract. Each Bidder, and their Subcontractors, if any, must possess all appropriate and required licenses or other permits to perform the work as identified in Contract Documents. Upon request, each bidder shall furnish the Owner with evidence demonstrating possession of the required licenses or permits. Failure to submit such evidence to the City of Gary satisfaction may result in rejection of the Bid.
3. Bidding Documents may only be obtained on or after April 20, 2026 @ [www.gary.gov](http://www.gary.gov). Bidding contractors are responsible for ALL of the bidding Documents as described in Instructions to Bidders. Addendums and other pertinent information regarding the bids will only be sent to the bidders who submitted emails with intent to bid to Corrie Sharp @ [csharp@gary.gov](mailto:csharp@gary.gov) with Subject Line: "DEMO BID INTENT".
4. Submit **two** copies of all Bids on the Bid Proposal Form provided.
5. Bid submission includes the following documents:
  - a. Contractors Bid for Public Works, Form No. 96 including non-Collusion affidavit and Part 2 questionnaire and financial statement.
  - b. No Investment in Iran Certification.
  - c. Indiana Legal Employment Declaration, E-verify Form.
  - d. Bid Bond or Certified Check.
  - e. Bidder's current Affirmative Action Program.
    1. Each bidder must file, as part of the bid documents, an Affirmative Action Program for implementing the policy of Gary's Affirmative Action Ordinance #4722 with their bid. This should be submitted on company letterhead. The Affirmative Action Program must include specific goals and timetables for the employment and training of minorities, and for the employment and training of lower income residents of the project area.
  - f. Required MWBE Subcontractor Commitment Form.
6. The bidder shall:
  - a. Fill in all blanks by typewriter or by hand in ink.
  - b. Contractor may submit a bid of one or all locations listed on the bid form. Bid packages not submitted shall be marked as "N/A" in the bid form.
  - b. Acknowledge receipt of any Addenda, in the space provided, on the Bid Form.
  - c. All required Alternates must be completed indicating the difference in Bid Price by adding to or deducting from the base bid with dollars or state "NO CHANGE IN COST". If no amount is stated, then the Owner has the option to accept the Alternate at no change in cost or deem the Bid as non-responsive which shall be cause for rejection of the Contractor's entire bid, whatever is in

the Owner's best interest. The owner reserves the right to accept or reject any or all bids on alternates, in whole or in part, and in any order.

- d. Voluntary Alternates may be considered.
- e. All dollar figures shall be expressed in words and numbers, written words shall govern in the case of discrepancy.
- f. When the Bidder is a corporation, the Bid Proposal Form must be signed in the name of the corporation by a duly authorized officer or agent of the corporation with their or her addresses and telephone number shown. Affix the corporate seal. Such officer or agent must present legal evidence that he or she has lawful authority to sign the Bid Proposal Form and that the corporation has a legal existence. In the event that any corporation, organized and doing business under the laws of any foreign state, is the successful Bidder, such corporation shall present evidence, before a contract is executed, that it is authorized to do business in the state of Indiana.

When the Bidder is a partnership or limited liability company, the individual names, addresses and telephone numbers of all of its partners or members shall be written out and shall be signed in full, but the signers may, if they choose, describe themselves in addition as doing business under a firm name and style.

When sole proprietorship, sign in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature and affix seal.

When the bidder is a Joint Venture, provide signature of each party of the joint venture under their respective seals in a manner appropriate to such party as described above, similar to requirements for partnerships.

- g. A bid response to any specific item of the bid with terms such as "negotiable", "will negotiate" or similar will be considered as non-compliance with that specific term.
- 7. **SEALED Bids will be received until Wednesday, May 13th, 2026, at 10:00 AM CST.** No bids will be accepted after that time. Bids will be opened and read aloud at a Board of Public Works and Safety Meeting ("BOW") at Public Safety Facility at 10:00 AM on 5/13/2026, 555 Polk Street, Gary Indiana.
  - 8. Bids delivered in a sealed opaque envelope prior to 5/13 shall be delivered to:

City of Gary  
Division of Public Works  
401 Broadway  
Gary, Indiana 46402  
(219) 881-1310

Envelope shall be marked "SEALED BID FOR DEMOLITION". Mailed bids shall be inside a separate mailing envelope.

Bids delivered the day of opening (5/13) must be submitted at BOW meeting.

9. Any alteration or erasure of items inserted on the bid form shall be initialed by the bidder.
10. Bidder may withdraw their Bid, by written request at any time before bid closing.
11. Bid Bond:
  - a. The Bidder shall submit with the Bid a Certified Check or Bid Bond written on AIA Document A310, Bid Bond. The attorney-in-fact who executes the bond shall affix a certified and current copy of the power of attorney. Bonds shall be written by a surety with a rating A VIII or better by A.M. Best Insurance Guide. Bonding Company shall be licensed in the State of Indiana. The Bid Security shall be for not less than ten percent (10%) of the sum of the Base Bid and all add Alternates.
  - b. Endorse Bid Bond or Certified Check payable to the Controller of the City of Gary as obliged, signed and sealed by the principal (contractor) and surety.
  - c. The Owner will retain the Certified Checks or Bid Bonds of Bidders under consideration of award until a Contract is executed with the lowest responsible Bidder, and the Performance and Labor and Material Payment bonds and requisite evidence of liability insurance coverage are delivered.
  - d. Bid Security of all except the two lowest, responsive, responsible bidders may be retained by the Commission for a period of thirty (30) days for all bidders. The remaining bid securities will be returned after the successful bidder has executed the contract, posted bond, and provided required insurance certificates of insurance. If the contract is not executed, any bidder whose bid security has been retained may, after sixty (60) days following the opening of the bids, request return of their bid security, providing he has not been notified of acceptance of their bid.
  - e. Bid Security is subject to forfeiture if a bid is withdrawn during the time period bids are to be held.
12. Subcontractor List:
  - a. Bidders shall include with their bid a complete subcontractor list stating all subcontractors to be awarded contracts on this project. Note: Only one subcontractor shall be assigned to each category or trade.
13. The Owner shall reject bids that:
  - a. Arrive after the stated time for receipt of the bids.
  - b. Are received by oral, telephonic, telegraphic or electronic means.
  - c. Are not accompanied by a required bid security.
  - d. Are not completed in accordance with these Instructions.
  - e. Materially vary from the requirements of the Bid Documents.
  - f. Does not include a subcontractor list.
14. Bid proposals may be withdrawn by the Bidders prior to the time fixed for the opening of Bids, but may not be withdrawn for a period of sixty (60) days after the opening of Bids.

15. By submitting a bid, the Bidder represents that it can complete the work using standard construction means and methods within the Construction Duration included in the Bid Documents.
16. Responsibility of Bidders will be determined based on the information submitted on Indiana Form No. 96. This shall clearly show the bidder's financial resources, their construction experience, their organization, and equipment available for work contemplated. Plus, additional information that may be determined in any independent investigation the Owner may conduct. The Qualification Statement is part of the Bid Package. The bidder must show experience with similar projects and have a Bonding Company rating of A- or better.
17. The successful contractor and all subcontractors shall have a license to work in the City of Gary.
18. Out of state contractors shall obtain a Certificate of Authority from the State of Indiana in accordance with Indiana Code 23-1-49-1. Proof of payment of Indiana Gross Tax shall be submitted by out-of-state contractors before final payments can be approved.
19. Within ten (10) working days after Notice of Award and receipt of the Contract by the selected Bidder, the Bidder shall deliver to the Architect:
  - a. Separate Performance and Labor and Material Payment Bonds written on AJA Documents A312, in the amount of one hundred percent (100%) of the Contract sum. The attorney-in-fact who executes the bond shall affix a certified and current copy of the power of attorney.
  - b. An insurance certificate evidencing the issuance of insurance policies in accordance with the requirements stated in the Bid Documents.
  - c. A properly executed Contract. The Owner shall execute the Contract upon receipt of conforming documents.
20. If a Bidder to whom a Contract is awarded fails to enter into a contract with the Owner within ten (10) business days after receipt of Contract, or fails to furnish the required Payment and Performance Bonds and an Insurance Certificate demonstrating the required insurance coverages, the Bidder will be considered as having abandoned the bid and the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty for the delay and loss caused the Owner by reason of such failure on the part of the Bidder. Bidder acknowledges that Owner will suffer damages which are certain to occur but are difficult to calculate.
21. The Contract will be the City of Gary's standard construction contract.
22. The Owner shall have the right to accept Alternates, in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.
23. The Owner shall have the right to waive informalities or irregularities in a Bid received and to accept the Bids, which, in the Owner's Judgment, are in the Owner's best interest.
24. The Bidder shall carefully examine study and compare the Bid Documents with each other and with the site and local conditions, and shall report any errors, inconsistencies and ambiguities, in writing, to the Architect at once.

25. Bidders requesting clarification or interpretation of the Bid Documents shall submit a written request by email to Corrie Sharp @ [csharp@gary.gov](mailto:csharp@gary.gov) with copy to COO Michael Suggs @ [msuggs@gary.gov](mailto:msuggs@gary.gov).

All electronic written requests shall use "**Demolition Bid**" in the subject line of the electronic mail. If a response is deemed necessary, then an Addendum will be issued. Bidders shall not rely on any method other than Addendum for changes, interpretations or clarifications to the Bidding Documents. *The deadline for receipt of Bid Document RFI's shall be five (5) days prior to Bid Day.*

26. Addenda may be issued during the bidding period. Addenda will be sent to known bidders and posted on Reprographic Arts plan room. Addenda become part of the Contract Documents. Include resultant costs in the Bid Price. It is the responsibility of the bidders to make inquiries as to the addenda issued. Failure to acknowledge receipt of all addendums on the bid form may be grounds for disqualification / rejection of your bid.
27. Product Substitution: Where bidding documents stipulate particular products, substitution requests will be considered by Architect up to (ten) 10 days before receipt of bids, Approved substitutions will be identified by Addenda. Bidders shall include in their bid, changes required in the Work to accommodate such approved substitutions.
28. Completion Time: All work shall be substantially complete within the amount of days specified under "Contract Time" in the Bid Form. At this point, the owner may use or occupy the project for its intended purpose.
29. The general contract (and all independent subcontracts, i.e., subcontracts not included within a general contract and regardless of tier) will be awarded to the lowest responsible and responsive bidder complying with the conditions and requirements provided in these Instructions, the bid forms and other bid documents. A "responsible and responsive" bidder is a bidder demonstrably possessing the skill, ability and integrity necessary to faithfully perform the work called for by the contract, based upon a determination of the competent workmanship and financial soundness in accordance with Indiana Code 36-1-9-3 or any successor statute. An "eligible" bidder is a bidder who is not debarred from bidding under any applicable law, and which shall certify that it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the project.
30. "Completion Time": All work shall be substantially complete within the amount of days specified.
31. "Final Completion" to occur not less than thirty (30) calendar days from the date of Substantial Completion. "Final Completion" is that date that work is completed and ready for final payment.
32. Upon signing the contract between the Contractor and the City of Gary, the work to be performed will start upon the Notice to Proceed.

**LEGAL NOTICE/ INVITATION TO BID**

OWNER: City of Gary  
401 Broadway  
Gary, IN 46402

PROJECT: 2026 CDBG Demolition Program  
ADDRESSES VARIES  
Gary, IN 46402

Sealed bids for CDBG Demolition Program (Phase 1 of 2) will be **received until 5/13/26, at 10 AM CST**. No bids will be accepted after that time. Bids will be opened and read aloud at a Board of Public Works and Safety Meeting (“BOW”) at Public Safety Facility at 10 AM on 5/13/2026, 555 Polk Street Gary, IN.

Bids delivered in a sealed opaque envelope prior to 5/13 shall be delivered to: City of Gary, Division of Public Works, 401 Broadway, Gary, IN 46402. Bids delivered the day of opening (5/13) must be submitted at BOW meeting.

The project consists of all Work described by the Bidding Documents entitled “CDBG Demolition Program”. A Pre-Bid Meeting will be held on 5/1/26 at 12:30 PM CST in the Cleo Wesson Room. All bidders are strongly urged to attend this Pre-Bid meeting.

More information and Bid documents are available at <https://www.gary.gov/public-notices>. **Addendums and other pertinent information regarding the bids will only be sent to the bidders who have emailed an intent to bid statement to [csharp@gary.gov](mailto:csharp@gary.gov) with subject line “Demo Bid Intent”.**

Bids will not be considered unless they are accompanied by the following documents at the time of the Bid Opening:

1. Fully completed and executed State of Indiana Form 96.
2. A fully completed and executed Non-Collusion Affidavit of Prime Bidder, a copy of which is included as part of Form 96.
3. Bid Bond.
4. Bidder's current Affirmative Action Program.
5. Required MWBE Subcontractor Commitment Form.

The form must be fully completed and executed. No bids will be considered which are not based on these documents.

A certified check payable to the Controller of the City of Gary or a bid bond in an amount equal to ten (10) percent of the bid amount must accompany each bid. The Bidder awarded the contract will be required to provide separate Performance and Labor Material Bonds, each in the amount of one hundred (100%) percent of the Contract amount before commencing work. The Performance Bond and the Payment Bond shall remain in effect throughout the entire construction period.

Bid security of all except the two lowest responsive and responsible bidders will be returned within fourteen (14) days after the bid opening. The remaining bid securities will be returned after the successful bidder has executed the Contract, posted bond and provided required certificates of

insurance. If the Contract is not executed, any bidder whose bid security has been retained may, after sixty (60) days following the opening of bids, request return of their bid security, provided he has not been notified of acceptance of their bid.

Any bid may be withdrawn prior to the scheduled time of the opening of bids or authorized postponement thereof. However, no bid may be withdrawn for sixty days after the scheduled time for opening, unless agreed to by the City of Gary.

Bidders shall include with their bid a complete subcontractor list stating all subcontractors to be awarded contracts on this project. Note: Only one subcontractor shall be assigned to each category or trade.

This project is funded in whole or in part by Community Development Block Grant Funds. The Contractor shall comply with all applicable federal, state, and local laws, regulations, and guidance governing the use of CDBG funds, including but not limited to U.S. Department of the Treasury regulations (31 CFR Part 35).

Contractor to comply with the following:

- A. Contracts for more than the simplified acquisition threshold currently set at \$150,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- B. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- C. All contracts must meet the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- D. Section 3 Requirements
- E. Contractor and all subcontractors will be required to comply with the Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 5), including paying its workers every week and paying them at the hourly rates set by the U.S. Department of Labor.
  1. Contractor and all subcontractors must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and subcontractors on Public Building or Public work financed in whole or in part by loans or grants from the United States").
- F. Contractor and all subcontractors will be required to pay not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of forty (40) hours in a workweek, in accordance with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708). (40 U.S.C. 3701-3708).
- G. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business

firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- H. Contractor and all subcontractors will comply with all applicable provisions of the federal Water Pollution Control Act and Clean Air Act.
- I. Contractor and all subcontractors must certify that they are not suspended or debarred from working on federally funded projects.
- J. Contractor and all subcontractors must certify that they will not and have not used any Federal funds to pay anyone to lobby or otherwise attempt to influence an officer or employee of any federal agency or any member, officer, or employee of Congress in connection with obtaining any Federal contract, grant, or other award of federal funds (Byrd Anti-Lobbying Amendment).
- K. Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
- L. Contractor is responsible for insuring that its subcontractors comply with all of the federal requirements stated above.

The Bidder must use good faith efforts to solicit appropriate local hiring, minority and women businesses for any purchases and subcontracting work, including complying with the requirements of 45 C.F.R. Section 75.330.

Pursuant to LC. 5-16-7.2-5, there is no wage scale provision for this project.

All Contractors must be licensed in the City of Gary. Information on licensing is available at <https://gary.gov>.

Upon signing the contract between the Contractor and the City of Gary, the work to be performed will start upon the Notice to Proceed.

The City of Gary reserves the right to accept or reject any or all bids or to waive any informalities in the bidding, should the Commission deem it to be in the public interest to do so.

END OF SECTION

**BIDDER'S CHECKLIST**

BIDDER PROCEDURE CHECK LIST FOR ITEMS TO BE COMPLETED AND INCLUDED IN BID PACKAGE



Have you properly and completely executed the Form No. 96 Bid Form, Including Part II Questionnaire?

Have you included your most recent financial statement?

Note that the Non- Collusion Affidavit is part of the new Bid Form and is to be notarized.

Have you reviewed and executed the No Invest in Iran Certification?

Have you completed the Indiana Legal Employment Declaration, E Verify Form?

Have you enclosed a certified check or Bid Bond? (Note: Bond must be signed by Surety and Principal)?

Have you indicated the Project Name, Bid Category No., and Description on the outside of your Bid envelope?

Have you included a copy of your current Affirmative Action Program?

Have you included a copy of the required MWBE Subcontractor Commitment Form?

Have you read and completed in its entirety the Bidder Equal Employment Practices Report?

Have you read and acknowledged receipt of the City of Gary Affirmative Action Program (Ordinance #4722) and the Gary Civil Rights Ordinance (Ordinance #4458) by signing the Civil Rights and Affirmative Action Affidavit?

Have you read and acknowledged receipt of the City of Gary Business Entrepreneurship Promotional Program (Ordinance #6972) by signing the Gary Business Entrepreneurship Promotional Program Affidavit?

Have you read and completed in its entirety the Gary Business Entrepreneurship Promotional Program Form?

Do you understand that Bidders must comply with all the requirements of the City of Gary Business Entrepreneurship Promotional Program (Ordinance #6972), unless a written Bidder's request for Waiver of Requirements of Gary Business/ Residents Employment and/or Affirmative Action and Civil Rights Polices is submitted by Bidders and granted by the efforts to comply but cannot due to circumstances beyond its control? If Bidder wants to ask the Board for a waiver, the Bidder's Request for Waiver of Requirements of Gary Business/ Residents Employment and/or Affirmative Action and Civil Rights Polices must be completed and submitted in the Bid Package.

The Bidder's Procedure Checklist for Construction Services must be completed, signed and submitted as the first page of the bid package. The Bid Package must be bound and submitted to the City of Gary in the following order:

- a. Signed and dated Bidders Procedure Checklist.
- b. Required Bid Security in the form of a Bid Bond or Certified Check.
- c. Signed Civil Rights and Affirmative Action Affidavit.
- d. Affirmative Action Program Compliance Statement.
- e. Completed Bidder Equal Employment Practices Report.
- f. Signed Gary Business Entrepreneurship Program Affidavit.
- g. Completed Gary Business Entrepreneurship Promotional Program.
- h. If necessary, completed Bidder's Request for Waiver of Requirements of Gary Business/ Residents Employment and/or Affirmative Action and Civil Rights Policies.

Section 3 Utilization Plan: A written strategy detailing how the bidder intends to meet the 25% and 5% benchmarks. This should include outreach methods for local Gary residents.

Section 3 Business Concern Certification (if applicable): If the bidder is claiming status as a Section 3 Business Concern to receive preference, they must provide supporting documentation (e.g., proof of 51% ownership by low-income residents).

Preliminary Workforce Breakdown: An estimate of the total labor hours required for the demolition project and the number of hours intended to be performed by Section 3 and Targeted Section 3 workers.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

**CONTRACTOR'S BID FOR PUBLIC WORK-FORM 96**

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)  
Prescribed by State Board of Accounts (Amended for City of Gary)

**PART I**

*(To be completed/or all bids. Please type or print)*

**2026 CDBG DEMOLITION PROGRAM**

Date (month, day, year): \_\_\_\_\_

1. Governmental Unit (Owner): \_\_\_\_\_

2. County: \_\_\_\_\_

3. Bidder (Firm): \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

4. Telephone Number: \_\_\_\_\_

5. Agent of Bidder (if applicable): \_\_\_\_\_

**IDENTIFICATION OF BID PACKAGE**

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the 2026 CDBG Demolition Program, in accordance with specifications, as follows:

**TOTAL Lump Sum Amount**

**(number):** \_\_\_\_\_

**(in words):** \_\_\_\_\_

\_\_\_\_\_

**BASE BID AMOUNT**

<b>ADDRESS</b>	<b>FEE (\$) LUMP SUM</b>	<b>BASEMENT TREATMENT: SGL, NB or BLIP</b>
269 Fillmore Street		
305 Jackson Street		
316 Van Buren Street		
319 Harrison Street		
321 Harrison Street		
30 W. 20 <sup>th</sup> Avenue		
1816 Connecticut Street		
1925 Adams Street		
4210 W 23 <sup>rd</sup> Avenue		
674 Harrison		
425 Jackson		
456 Jackson		
452 Jackson		

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and their subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.



**SECTION I EXPERIENCE QUESTIONNAIRE**

1. What public works project has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name & Address of Owner

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name & Address of Owner

3. Have you ever failed to complete any work awarded to you? \_\_\_\_\_ If so where and why?

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4. List references from private firms for which you have performed work.

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**SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE**

1. Explain your plan or layout for performing proposed work. (Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you would believe would enable the governmental unit to consider your bid.)

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2. Please list the names and addresses of all subcontracts (i.e. persons or firms outside your own firm, who have performed part of the work) that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

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3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed contract, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

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4. What equipment do you have available to use for the proposed contract? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

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- 5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

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**SECTION III CONTRACTOR'S FINANCIAL STATEMENT**

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

**SECTION IV CONTRACTOR'S NON-COLLUSION AFFIDAVIT**

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

The further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

**SECTION V OATH AND AFFIRMATION**

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR GARY REDEVELOPMENT COMMISSION ARE TRUE AND CORRECT.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
(Name of Organization)

By \_\_\_\_\_

\_\_\_\_\_  
(Title of Person Signing)

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me, a Notary Public, personally appeared the above-named \_\_\_\_\_

and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_

\_\_\_\_\_

**NO INVESTMENT IN IRAN CERTIFICATION**

**No Investment in Iran.** As required by IC 5-22-16.5-13, THE Contractor hereby certifies that the Contractor is not engaged in investment activities **in** Iran and, to the best of the Contractor's knowledge, contractor is not listed by the Indiana Department of Administration as a person determined to be engaged **in** investment activities in Iran.

This certification is executed and included as part of a bid proposal to the City of Gary, Indiana.

\_\_\_\_\_  
Bidder Name, Printed

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Date:

\_\_\_\_\_

**INDIANA LEGAL EMPLOYMENT DECLARATION**

The State of Indiana has enacted a law (I.C. 22-5-1.7) requiring all state agencies and political subdivisions request verification from their contractors that their employees are legally eligible to work in the United States. This Declaration serves as notice that all Contractors doing business with the City of Gary must, as a term of their contract:

1. Enroll in and verify the work eligibility status of newly hired employees of the contractor through the E-Verify programs (but is not required to do this if the E-Verify program no longer exists); and
2. Verify, by signature below, that the Contractor does not knowingly employ unauthorized aliens.

I, \_\_\_\_\_, a duly authorized agent of the company designated below, declare under the penalties of perjury that the designated company does not employ unauthorized aliens to the best of its knowledge and belief.

Dated this \_\_\_\_ day of \_\_\_\_, 2026

\_\_\_\_\_  
(Name of Company)

By: \_\_\_\_\_  
(Authorized Representative of Company)

**PLEASE SEE <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES> FOR INSTRUCTION AND ELECTRONIC REGISTRATION FORE-VERIFY**

### **CITY OF GARY LOCAL HIRING/WBE/MBE PARTICIPATION**

In addition to the requirements of Gary Municipal Ordinance 6971 regarding the promotion and encouragement of Gary Business Entrepreneurship, the City requests that bids include proposals that incorporate the use of disadvantaged, women and minority owned businesses pursuant to business as allowed by Indiana law. Prospective Vendors may visit the Indiana Department of Administration, website to get M/WBE requirements at [www.in.gov/idoa](http://www.in.gov/idoa). The City expects bidders to set a goal of 4% Minority participation and 9% for Women participation for the project. It is the intent of City to meet or exceed the above-mentioned M/WBE goals. The vendor must submit with its quote/bid a MWBE Subcontractor Commitment Form. The Form must show that there are, participating in the proposed contract, Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) listed in the Minority and Women's Business Enterprises Division (MWBED) directory of certified firms located at <http://www.in.gov/idoa/2467.htm>. If participation is met through use of subcontractors who supply products and/or services directly to the Respondent, the Respondent must provide a description of products and/or services provided that are directly related to this quote/bid and the cost of direct supplies for this quote/bid. Respondents must complete the Subcontractor Commitment Form in its entirety. The form can be found at <http://www.in.gov/idoa/2352.htm>.

The City reserves the right to verify all information included on the M/WBE Subcontractor Commitment Form. A signed letter(s), on company letterhead, from the MBE and/or WBE must accompany the M/WBE Subcontractor Commitment Form. Each letter shall state and will serve as acknowledgement from the MBE and/or WBE of its subcontract amount, a description of products and/or services to be provided on this project, and approximate date the subcontractor will perform work on this contract.

By submission of the quote/bid, the Respondent acknowledges and agrees to be bound by the regulatory processes involving the State's M/WBE Program.

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**MBE/WBE PARTICIPATION PLAN**

RFP # / Bid# / Quote# \_\_\_\_\_ DUE DATE \_\_\_\_\_  
(Circle One)

RFP / BID / QUOTE NAME \_\_\_\_\_  
(Circle One)

RESPONDENT \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY/STATE/ZIP \_\_\_\_\_

PHONE (    ) \_\_\_\_\_

The following MBE and/or WBE's listed in the MWBD directory will be participating in the contract:

<u>MBE/WBE</u>	<u>PHONE</u>	<u>COMPANY NAME</u>	<u>SCOPE OF PRODUCTS/SERVICES</u>	<u>UTILIZATION DATE</u>	<u>AMOUNT</u>

\*If additional room is necessary, indicate here\_\_\_\_\_. Please attach a separate page.

**THIS DOCUMENT MUST BE INCLUDED IN YOUR RESPONSE**

END OF SECTION

**BIDDER EQUAL EMPLOYMENT PRACTICES REPORT**

**I. INSTRUCTIONS**

A. **EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS:** This form is designed to provide an evaluation of your policies and practices relating to the extension of equal employment opportunity to all persons without regard to race, religion, color, sex or national origin.

Chapter 29, Title 7 of the Municipal Code of the City of Gary, the policies of the Board of Sanitary Commissioners, and the rules and regulations pursuant thereto provide for contract compliance inspection of personnel policies and practices related to any contract funded in whole or in part by the City of Gary and/or Gary Sanitary District funds including contracts for work, labor, services, supplies, equipment, materials, leases, concession agreements and permits.

B. **BIDDER PERFORMANCE:** Completion of this Bidder Employment Practice Report is one of the steps which demonstrates compliance with the City of Gary and/or the Board of Sanitary Commissioner's Equal Employment Opportunity Policies. Responsibility for demonstrating compliance with these Policies by the Contractor and their Subcontractors rests with the contractor or subcontractor. Such demonstration is a prerequisite for continued eligibility for bidding on City and/or District funded contracts.

C. **FILING THIS REPORT:** Return this completed Report with bid documents. Inquiries related to this report should be directed to the Director of Compliance & Policy Engagement, Gary Sanitary District, 3600 W. 3<sup>rd</sup> Avenue, Gary, Indiana 46406, 219-944-0595, ext. 1824. **AN ORIGINAL OF THIS REPORT MUST ACCOMPANY EACH BID SUBMITTED.**

**II. BIDDER INFORMATION**

1. REPORTING STATUS ~ a. Prime Contractor      ~ b. Prime Subcontractor      ~ c. Supplier      d. Other (Sp e c i f y )
2. NAME, ADDRESS and TELEPHONE NUMBER OF BIDDER COVERED BY THIS CONTRACT:
3. NAME, ADDRESS and TELEPHONE NUMBER OF PRINCIPLE OFFICIAL OR MANAGER OF BIDDER:
4. NAME and ADDRESS OF PRINCIPAL OF BIDDER:
5. CONTRACTING CITY AGENCY (OR AGENCIES):  CITY OF GARY
6. SIGNATURE and TITLE OF BIDDER'S AUTHORIZED EQUAL EMPLOYMENT REPRESENTATIVE:  DATE:

III. POLICIES AND PRACTICES

The bidder will indicate their willingness or unwillingness to comply with the requirements of the Equal Opportunity Policies of the City of Gary by encircling the applicable letter to the left of each item below. The letters are to be interpreted as follows:

- A - This is now a practice of the company.
- B - The company will adopt this policy.
- C - The company cannot or will not adopt this policy. (If "C" is circled, state reason. Use separate sheet if additional space is needed.)

It is understood that the company's willingness to participate in the Equal Employment Opportunity Policy will be evaluated by the City of Gary.

This evaluation will directly influence our decision on the qualification of each bidder and is an integral part of your bid.

(SEE CHART ON NEXT TWO (2) PAGES)

III. POLICIES AND PRACTICES

Circle One	Items	State reasons if (C) is circled
A B C	1. The company will adopt a policy of non-discrimination on the basis of race, religion, color, sex or national origin with regard to recruitment, hiring, training, upgrading, promotion, pay, and discipline of employees or applicants for employment.	
A B C	2. The company will assign responsibility to one of its officials to develop procedures which will assure that this policy is understood and carried out by managerial, administrative and supervisory personnel.  Assigned Official's Name _____ Title _____	
A B C	3. The company will state its non-discriminatory policy in writing and communicate it to all of the following: a. All employees b. All recruitment sources c. All relevant employee organizations, including labor unions d. All subcontractors	
A B C	4. The company will use recruitment sources, such as employment agencies, unions, and schools, which have a policy of referring applicants on a non-discriminatory basis.	
A B C	5. The company will sponsor or finance educational or training programs for the benefit of employees or prospective employees without regard to race, religion, color, sex or national origin.	
A B C	6. The company recruiters will seek a broad recruitment base in order that a representative cross section of applications might be obtained; and will refrain from a hiring policy which limits job applicants to persons recommended by company personnel.	

III. POLICIES AND PRACTICES

Circle One	Items	State reasons if (C) is circled
A B C	7. The company will take steps to integrate any positions, departments, or plant locations which have no minority persons, including African Americans, or are almost completely staffed with one particular non-minority, ethnic, or racial group.	
A B C	8. Answer only if you are a Construction Contractor. In order to achieve an integrated workforce, the company will employ minority workers, including African Americans, in each trade and/or implement an affirmative action program satisfactory to the City of Gary and the Gary Sanitary District.	
A B C	9. The company will review its qualifications for each open job to determine whether such standards eliminate unemployed persons who could, if hired, perform the duties of the job adequately. The following qualifications should be reviewed: a. Education b. Experience c. Tests d. Arrest records	
A B C	10. Residence in the City of Gary will be a qualifying criterion for employment with the Company. All reasonable efforts will be made to employ Gary residents.	
A B C	11. The company will provide that all bargaining agreements with employee organizations, including labor unions, have non-discrimination clauses requiring equal employment opportunity.	

2026 CDBG DEMOLITION PROGRAM – PHASE ONE OF TWO

IV. EMPLOYMENT DATA

Furnish employment data for present employees using chart enclosed in this report.

V. Indicate type of business organization; and in the case of a corporation, indicate percentage owned by minority parties.

Partnership \_\_\_\_\_

Joint Venture \_\_\_\_\_

Corporation \_\_\_\_\_

Sole Proprietorship (check whether minority owned)

- \_\_\_\_\_ Minority Owned
- \_\_\_\_\_ Minority ownership of shares
- \_\_\_\_\_ Non-Minority Owned

In the case of a partnership or joint venture, please complete the attached Questionnaire, Page 7.

The undersigned certifies that he is legally authorized by the bidder to make the statements and representations contained in this report; that he has read all of the foregoing statements and representations and that they are true and correct to the best of their knowledge and belief. The undersigned understands that if any of the statements and representations are made knowing them to be false or there is a failure to implement any of the stated intentions or objectives set forth herein without prior notice to the City of Gary the bidder will be subject to the loss of all future awards, and such conduct shall be deemed a material breach of the contract.

I affirm under the penalties for perjury that the foregoing representations are true.

Bidder's Full Name: \_\_\_\_\_ Date of Signing: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name and Title: .....

Signature: \_\_\_\_\_

Print Name and Title: .....

2026 CDBG DEMOLITION PROGRAM – PHASE ONE OF TWO

JOB CATEGORIES	ALL EMPLOYEES				MINORITY GROUP EMPLOYEES									
	FEMALE		MALE		FEMALE				MALE					
Officials, Managers and Supervisors														
Professionals														
Technicians														
Sales Workers														
Office and Clerical														
Skilled														
Semi-Skilled														
Laborers (Unskilled)														
Service Workers														
Apprentices														
TOTAL														
Total employment from previous report (if any)														

V. PARTNERSHIP – JOINT VENTURE QUESTIONNAIRE

Name and Address of Partners or Joint Venturers	Mark "X" for Minority Member	Amount of Labor to be Supplied by each Member	Amount of Material to be Supplied by each Member	Amount of Equipment to be Supplied by each Member	Amount of Share of Net or Net of each Member
1.					
2.					
3.					
4.					

Give a brief description of the past history of the partnership or joint venture; and submit a copy of the partnership or joint venture agreement. (If none, so indicate.)

Describe any other actions taken which show that all employees are recruited, hired, trained, and promoted without regard to their race, religion, color, sex, or national origin. Use separate sheet if additional space is needed.

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## VI. DESCRIPTION OF OCCUPATIONAL CATEGORIES

Officials, managers and supervisors – Occupation requiring administrative personnel who set broad policies, exercise overall responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. Includes: officials; executives; middle management; plant managers; department managers and superintendents; salaried foremen who are members of management; purchasing agents and buyers; and kindred workers.

Professionals – Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes: accountants and auditors; airplane pilots and navigators; architects; artists; chemists; designers; dieticians; editors; engineers; lawyers; librarians; mathematicians; natural scientists; personnel and labor relations workers; physical scientists; physicians; social scientists; teachers; and kindred workers.

Technicians – Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through about two (2) years of post-high school education, such as is offered in many technical institutes and junior colleges, or through equivalent on the job training. Includes: draftsmen, engineering aids; junior engineers; mathematical aids; nurses; photographers; radio operators; scientific assistants; surveyors; technical illustrators; technicians (medical, dental, electronic, physical science); and kindred workers.

Sales Workers – Occupation engaging wholly or primarily in direct selling. Includes: advertising agents and salesmen; insurance agents and brokers; real estate agents and brokers; stock and bond salesmen; demonstrators; salesmen and sales clerks; and kindred workers.

Office and Clerical – Includes all clerical type work regardless of level of difficulty, where the activities are predominately non-manual, though some manual work not directly involved with altering or transporting the products is included. Includes: bookkeepers; cashiers; collectors (bills and accounts); messengers and office clerks; office machine operators; shipping and receiving clerks; stenographers; typists and secretaries; telegraph and telephone operators; and kindred workers.

Skilled – Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgment and usually receive an extensive period of training. Includes: the building trades hourly paid foremen and leadmen who are not members of management; mechanics and repairmen; skilled machining occupations; compositors and typesetters; electricians; engravers; job setters (metal); motion pictures projectionists; pattern and model makers; stationary engineers; tailors and tailoress; truck drivers; heavy equipment operators; carpenters; cement finishers; pile drivers; iron workers; and kindred workers.

Semi-Skilled – Workers who operate machinery or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training.

Unskilled – Workers in manual occupation which generally require no special training. Perform elementary duties that may be learned in a few days and require the application of little or no independent judgment. Includes: garage laborers; car washers and greasers; gardeners (except farm) and groundskeepers; longshoremen and stevedores; lumbermen; draftsmen and wood choppers; laborers performing lifting, digging, mixing, loading, and pulling operations; and kindred workers.

Service Workers – Workers in both protective and nonprotective service occupations. Includes: attendants (hospital and other institutions, professional and personal service); barbers; chairwomen and cleaners; cooks (except household); counter and fountain workers; elevator operators; firemen and fire protection; guards; watchmen and doorkeepers; stewards; janitors; policemen and detectives; porters; waiters and waitresses; and kindred workers.

Apprentices – Persons employed in a program including work training and related instruction to learn a trade or craft which is traditionally considered an apprenticeship, regardless of whether the program is registered with a Federal or State agency.

GARY BUSINESS ENTREPRENEURSHIP PROMOTIONAL PROGRAM AFFIDAVIT

The undersigned affirms that I am duly authorized to execute and deliver this Affidavit on behalf of the Bidder acknowledging that I am familiar with Gary Business Entrepreneurship Promotional Program Ordinance No. 6972 (BEPP) and Bidder agrees to be bound by the provisions of said Ordinances, Rules and Regulations.

I affirm under penalty of perjury that the above representations are true.

\_\_\_\_\_  
Company

By: \_\_\_\_\_  
Authorized Representative (Signed)

\_\_\_\_\_  
Authorized Representative (Print)

\_\_\_\_\_  
Title

# **CDBG DEMOLITION SECTION 3 REQUIREMENTS**

## **APPLICABILITY AND BENCHMARKS**

This project is subject to the following HUD Section 3 labor hour benchmarks. The contractor and its subcontractors shall make their best efforts to achieve these targets:

- Section 3 Workers: Twenty-five percent (25%) or more of the total number of labor hours worked by all workers on the project.
- Targeted Section 3 Workers: Five percent (5%) or more of the total number of labor hours worked by all workers on the project.

## **KEY DEFINITIONS**

To assist in bidding and reporting, the following definitions apply per 24 CFR § 75.11:

- Section 3 Worker: Any worker who currently fits or when hired within the past five years fit at least one of the following categories:
  - The worker's income for the previous or annualized calendar year is below the income limit established by HUD (80% AMI for Lake County, IN).
  - The worker is employed by a Section 3 Business Concern.
  - The worker is a Youth Build participant.
- Targeted Section 3 Worker: A Section 3 worker who is:
  - A resident of public housing or Section 8-assisted housing managed by the Gary Housing Authority (GHA);
  - A resident of other public housing projects or Section 8-assisted housing managed by a PHA that is not GHA, but is within the Gary metropolitan area; or
  - A Youth Build participant.

## **BID SUBMITTAL REQUIREMENTS**

Each bidder must include the following Section 3 documentation in their bid package to be considered responsive:

1. Section 3 Utilization Plan: A written strategy detailing how the bidder intends to meet the 25% and 5% benchmarks. This should include outreach methods for local Gary residents.
2. Section 3 Business Concern Certification (if applicable): If the bidder is claiming status as a Section 3 Business Concern to receive preference, they must provide supporting documentation (e.g., proof of 51% ownership by low-income residents).
3. Preliminary Workforce Breakdown: An estimate of the total labor hours required for the demolition project and the number of hours intended to be performed by Section 3 and Targeted Section 3 workers.

## **PRIORITIZATION OF EFFORTS**

In accordance with 24 CFR § 75.19, the contractor must provide employment and training opportunities in the following order of priority:

- Priority 1: Section 3 workers residing in the service area or the neighborhood of the project (City of Gary).
- Priority 2: Participants in HUD Youth Build programs.
- Priority 3: Section 3 workers residing in public housing or Section 8-assisted housing.

## **REPORTING AND COMPLIANCE**

- Monthly Labor Hour Reports: The successful contractor must submit monthly reports to the City of Gary detailing total labor hours, Section 3 labor hours, and Targeted Section 3 labor hours.
- Good Faith Efforts: If benchmarks are not met, the contractor must provide qualitative evidence of "Greatest Extent Feasible" efforts. This includes:
  - Advertising in local Gary media and community centers.
  - Partnering with the Gary Housing Authority for job fairs.
  - Providing on-the-job training or registered apprenticeships.
- Sanctions: Failure to comply with Section 3 requirements, reporting, or "Greatest Extent Feasible" efforts may result in progress payment holdbacks, contract termination for default, or debarment from future City of Gary HUD-funded projects.

## PROJECT SPECIFICATIONS

Work shall be performed as described and in accordance with the following standards, specifications, plans, and provisions, unless otherwise specified. Special Provision for Hazardous and Regulated Materials Removal and Disposal. Special Provision for Building and Property Improvements Removal.

### PROGRESS CLAUSE:

After award, do not begin work without written Notice to Proceed from the Owner. In no case may any work commence prior to contract award.

After award and prior to the start of work, attend a pre-construction conference with the Owner. The Owner will determine the day, time, and place for the pre-construction conference.

At or before the pre-construction conference, submit a progress schedule. The schedule shall include the start dates and estimated times to complete significant activities and phases of work.

All contract work shall be continuous upon commencing. Work on site shall not be idle for any duration exceeding 72 hours. The Contractor is responsible to provide sufficient resources and adjust work schedules as necessary to complete all work within the specified contract time.

All work at shall be completed within 60 (sixty) calendar days following receipt of Notice to Proceed.

### UTILITIES:

1. The Contractor is responsible for locating public utilities through the Indiana811 system prior to mobilizing to the site.
2. Active overhead and/or underground utility facilities may be present in close proximity to the properties included in this contract. The Contractor is responsible for reviewing each site to determine whether such utilities will impact demolition and/or site restoration methods.
3. The Contractor is responsible for planning and executing all activities to avoid impacts to existing utility facilities. If damage to a utility facility occurs or it becomes apparent that damage may occur, suspend work and immediately notify the Owner.
4. The Owner has facilitated retirement of water, electric, and gas utility services at the parcels included in this contract. Refer to the Utility Retirement Status table for dates of retirement. Utilities noted "TBD" have not been retired as of the time of contract advertisement. The Owner will confirm retirement of these utilities prior to issuing Notice to Proceed.

### GENERAL NOTES:

1. Not all parcels may be available for demolition immediately upon contract award. No additional compensation above the contract amount will be allowed due to delays in receipt of Notice to Proceed for individual parcels.
2. Provide the Owner with at least a 48-hour notice prior to mobilizing to the site. The Owner may delay or suspend work if notice is not provided.
3. Refer to the Parcel Specifics Sheet(s) for details pertaining to the scope of work at each parcel.
4. The Contractor is responsible for obtaining all required permits. City of Gary Permit fees are

waived.

5. The Contractor is required to plan and perform all work in accordance with applicable federal, state, and local laws, regulations, and ordinances.

**DEMOLITION PAYMENT AND BID:**

The following items of work are included in the Base Bid and apply as detailed in this Proposal and as directed by the Owner. All other work described and other contract documents are considered incidental to these items and will not be paid for separately.

Indicate the lump sum cost to complete the Scope of Work per address. The Owner may select all or some of the sites as a part of the contract. The Owner's project budget is \$800,000.

**Building and Property Improvements Removal** includes the removal of the structure(s) as indicated by code SGL, NB or BLIP, proper demolition and removal of burned or collapsed structures, all backfill, final site grading, site restoration, temporary fencing, compliance with all local ordinances and zoning restrictions, compliance with all requirements in State and locally issued permits, and other applicable work described .

Payment will not be made for this item of work until the structure(s) and appurtenant features have been demolished and disposed, the parcel is backfilled and restored, and all required documentation has been submitted to and reviewed by the Owner.

**Hazardous and Regulated Materials Removal and Disposal,** includes the removal, transport, and disposal of all hazardous and regulated materials, submittal and maintenance of all required permits and notifications, generating and providing all required documentation, compliance with all applicable federal, state, and local laws and regulations, and other applicable work described .

Payment will not be made for this item of work until all hazardous and regulated materials have been removed and disposed, and all required documentation has been submitted to and reviewed by the Owner.

Upon completion of associated work, submit all required supporting documentation and an invoice/request for payment for each applicable Pay Item to the Owner.

## SCOPE OF WORK

### a) Permitting

- i) The Contractor shall obtain an Indiana American Water (IAW) fire hydrant permit. The Contractor shall comply with all applicable terms and conditions of the permit throughout the duration of the project.
- ii) Within 1 (one) calendar day of receipt of Notice to Proceed, the Contractor or the Contractor's asbestos abatement subcontractor shall submit a Notification of Demolition and Renovation Operations (State Form 44593) for the removal of all identified asbestos materials. A copy of the form shall be provided to the Owner at the time of submission. It is the Contractor's responsibility to monitor and keep the Notification current. Any revision dates to the Notification shall be approved by the Owner before amending the form. The Contractor must ensure the period(s) of time for each activity are concurrent and not sequential.
- iii) No less than 10 (ten) calendar days prior to the start of demolition activities, the Contractor shall submit a separate Notification of Demolition and Renovation Operations (State Form 44593). A copy of the form shall be provided to the Owner at the time of submission. It is the Contractor's responsibility to monitor and keep the Notification current. Any revision dates to the Notification shall be approved by the Owner before amending the form. The Contractor must ensure the period(s) of time for each activity are concurrent and not sequential.

### b) Environmental

- i) Remove and dispose of all Asbestos Containing Materials (ACM) and Other Regulated Materials (ORM) identified in the attached reports. All ACM, and ORM removal and disposal shall be completed in accordance with the *SPECIAL PROVISION FOR HAZARDOUS AND REGULATED MATERIALS REMOVAL AND DISPOSAL* and all applicable local, state, and federal laws, regulations, and guidelines.
  - (1) As necessary, provide an on-site Asbestos Inspector or Surveyor to abate ACM.
  - (2) The contractor shall provide an *IC-203 Request for Approval of Borrow or Disposal Site* 14 days prior to materials being removed from the jobsite location. This form shall be approved by the Owner prior to the site specified being utilized for borrow or disposal of material.

### c) Demolition

- i) Lawfully and fully remove and dispose of all above grade components of buildings.
- ii) Lawfully and fully remove and dispose of all below grade components, including but not limited to, slabs, footings, foundations, floor drains, and other miscellaneous features.
- iii) Lawfully and fully remove and dispose of all ancillary features, including but not limited to, asphalt pavement, bollards, and trees/brush.
- iv) Prior to removing any asphalt pavement, sawcut pavement adjacent to street as directed by the Owner. Remove pavement within the limits of saw cutting with all other alleyway pavement and sidewalk to remain in place. Layout of saw cutting shall be coordinated with and approved by the Owner prior to saw cutting work commencing.

### d) SESC, Site Work, and Utilities

- i) Prior to demolition and/or site work commencing, place inlet protection (fabric drops) at all existing drainage structures adjacent to the site and any applicable drainage structure as

- directed by the Owner.
- ii) Unknown drainage structures and/or features may be encountered at various locations throughout the parcel. Notify the Owner immediately if such features are encountered during demolition.
  - iii) Disconnection of gas, electric, and water services to the parcel(s) will be coordinated by the Owner prior to demolition.
  - iv) Remove and dispose of the sanitary sewer outlet pipe(s) as encountered throughout the parcel. Bulkhead the sanitary sewer pipe(s) at the nearest parcel boundary and as directed by the Owner according to subsection 720.05 of the Standard Specifications. Gary Sanitary District (GSD) personnel must be present to inspect capping of all sanitary sewer lines. Notify the Owner a minimum of 24-hours prior to capping of sanitary lines to schedule GSD inspection.
  - v) Backfill all voids and/or depressions created by demolition and grade the site to drain, as directed by the Owner. Provide backfill material meeting the requirements of INDOT 2024 Standard Specifications 904.06 (B Borrow) from an approved INDOT Certified Aggregate Producer Program (CAPP) source and compact in lifts no greater than 6 inches in depth to within 6 inches of the final grade.
  - vi) Grade site to slope towards the center of the site. Provide a 3-5% slope towards the center, creating a depression, reducing stormwater runoff.
  - vii) Place topsoil free from rocks, roots, and debris within the final 6 inches and grade to allow for adequate drainage.
  - viii) Place seed, fertilizer, and mulch throughout all disturbed areas. Seed shall be INDOT seed mixture R and the application rate per acre shall conform with INDOT 2024 Standard Specification Subsection 621.06. Fertilizer and mulching materials shall be applied at the following rates:
    - (a) Fertilizer: 800 lb./ac
    - (b) Mulch: 2 t/ac
  - ix) Following placement of slope restoration, place silt fence throughout the perimeter of all restored areas. Silt fence shall remain in place and be maintained until restorative growth is deemed acceptable by the Owner.

## 2) SPECIAL CONDITIONS

- a) All work shall be performed within the parcel boundaries, unless otherwise specified or as approved by the Owner. Any damaged facilities within the public right-of-way shall be repaired and/or replaced at the Contractor's expense.
- b) The Contractor shall be responsible for the development of a *Site-Specific Health and Safety Plan (SSHP)*. The *SSHP* shall be submitted to the Owner for review and approval prior to the start of abatement and/or demolition activities.
  - i) Components of the structure(s) are assumed to contain lead-based paint. The Contractor shall include appropriate preventive and protective measures regarding this contaminant in the *SSHP*.
- c) The Contractor is responsible for locating public utilities through the Indiana 811 system prior to mobilizing to the site.

## 3) SCHEDULE

- a) Do not begin work prior to receipt of written Notice to Proceed from the Owner.
- b) Complete all work specified herein within the timeframe(s) specified in the Progress Clause.

- c) Failure to complete the work within this timeframe will result in assessment of Liquidated Damages, in accordance with INDOT 2024 Standard Specification Subsection 108.09.
  - i) Liquidated damages will continue to be assessed for each calendar day the work remains incomplete.

**MAINTAINING TRAFFIC**

- a. **General.** Maintain traffic throughout the project in accordance with the standard drawings, maintenance of traffic plans, and specifications in the contract as described for this site.
- b. **Traffic Restrictions.** Maintain access to all driveways and side streets at all times.
- c. **Traffic General.**
  1. For any lane open to traffic, provide a minimum lane width of 11 feet with 2 feet of shy distance on both sides unless identified otherwise on plans.
  2. Place lane closures only in areas as shown on the plans unless otherwise directed by the Owner.
  3. Prior to shifting traffic or opening any lanes, remove, by sweeping all accumulated debris that has collected within the closure area.
  4. A speed reduction will not be used.
  5. Protect the work area at the end of each day.
  6. The Contractor is responsible for notifying emergency services, transit agencies, law enforcement and schools prior to any lane closures, detours or major traffic shifts. In addition, the Contractor will be responsible for working with and complying with any coordination that is necessary with emergency services, transit agencies, law enforcement and schools.
  7. Project notification and coordination will include community service outreach. Notify the following local community services a minimum of two weeks (14 calendar days) prior to the start of any site work, and three weeks (21 calendar days) for site work near or within any railroad right-of-way. The project information will be distributed to the Department of Revenue to assist in the reroute of OS/OW vehicles. All roadway restrictions are to be reported, prior to the start of site work.

Community Service Notification

Lake County 911 Dispatch (Fire, Police, and EMS)	(219) 660-0000	N/A
Department of Revenue	(219) 851-1251	<a href="mailto:aparkhouse@indot.in.gov">aparkhouse@indot.in.gov</a> <a href="mailto:cbajek@indot.in.gov">cbajek@indot.in.gov</a> <a href="mailto:lahuffman@indot.in.gov">lahuffman@indot.in.gov</a>
Gary Public Schools	(219) 881-5466	N/A
U.S. Postal Service	(219) 886-8000	N/A
INDOT	(855) 463-6848	N/A
Gary Public Works	(219) 881-1310	N/A

- 8. All costs associated with the coordination efforts outlined herein will be considered included

in the pay items.

9. Remove all temporary traffic control devices from the city of Gary right-of-way during any shut down periods unless needed for directly maintaining or channelizing traffic. No additional payment will be made for removal and/or redeployment of these devices.
10. Once work is initiated that includes any lane restrictions, that work must be continued daily until completed. A lack of work activity for more than 3 calendar days will require the removal of lane closures at no expense to the contract. Redeployment of all required traffic control for lane closures shall be completed at the Contractor's expense.

**d. Detours.**

1. Do not detour traffic until all proposed contract work on the detour route is completed, inspected, and approved by the Owner.
2. Signs should be placed within the road right-of-way when remediation and demolition work is taking place on the structure.

**e. Pedestrian or Non-Motorized Facilities.**

1. Maintain all facilities in accordance with *The Americans with Disability Act (ADA)* requirements and the *Public Right-of-Way Accessibility Guidelines (PROWAG)*. Provide facilities equivalent to or better than the route a person would have encountered prior to construction activities.
2. Close and detour any sidewalk ramps and crosswalk areas to pedestrian traffic that are impacted by the work as shown in the plans.
3. Keep sidewalk areas clear of any equipment or materials at all times the sidewalks are open to pedestrian traffic.

## BUILDING AND PROPERTY IMPROVEMENTS REMOVAL

**a. Description.** This work consists of all labor, materials, and equipment to remove all improvements including but not limited to primary buildings and other structures, refuse collection areas, gates, slabs, posts, flag poles, signs, yard lights, fences (including but not limited to wire mesh, wood, steel ornamental), steps, planters, poles, sprinkler systems, all trees and shrubs, trash or brush piles, decks or patios, all concrete walkways leading off the sidewalk, footings, rubble and debris or other appurtenant items from the parcel listed unless otherwise specified in the contract.

Complete this work according to the Standard Specifications, this special provision, the Special Provision for Hazardous and Regulated Materials Removal and Disposal, and as directed by the Owner. Conform to all local ordinances, rules and regulations, zoning restrictions for building demolition or removal, and all required State of Indiana permits. Leave all parcels in a safe condition with no holes or depressions. Recycle or dispose of all hazardous materials, universal waste and debris in accordance with 104.05 and 104.06 of the Standard Specifications, 40 CFR 61 Subpart M, 40 CFR Part 273, and other applicable federal, state and local laws.

**b. Materials.** Use B borrow backfill as defined in the Standard Specifications where backfill is required. Backfill material shall be obtained from an INDOT CAPP approved source. All concrete used for bulkheading utilities shall conform to INDOT Class A requirements. Provide topsoil, seed, fertilizer, and mulch blanket materials that meet the requirements of Standard Specification section 914. All materials must be in accordance with the Standard Specifications.

**c. Construction.** Storing equipment and materials on adjacent property is prohibited without written approval of the Owner. Do not damage adjacent structures. Obtain all required permits in accordance with 202.06 of the Standard Specifications.

Submit INDOT Form IC 203 to the Owner for approval a minimum of 7 days prior to the removal of any material from the jobsite.

1. Protection of Excavations. Protect open excavations in accordance with 107.14 of the standard specifications and subsection c.7 of this special provision, if they cannot be backfilled immediately. Place and compact all backfill according to 203.23 of the Standard Specifications. Excavations must be inspected by the Owner prior to being backfilled and according to the requirements in any issued permits.

2. Underground Storage Tank Removal. If encountered during execution of the work, remove any underground heating oil storage tank or other underground storage tank in accordance with 202.08. This applies to all tanks whether the location is known or unknown, unless otherwise stated. Discovered USTs will be treated with a change order.

3. Clear parcels as indicated by the following code opposite each item in the Detailed Item Descriptions list included in the contract. Contact the Owner to inspect all basements prior to backfilling.

A. **Sub Ground Level (SGL).** Remove basement walls, basement floors and all masonry to the basement floor level, unless otherwise stated. Bulkhead all floor drains, sumps, pits or other penetrations in the slab prior to removing the basement floor in accordance with 202.06 of the Standard Specifications. Remove all debris from the parcel, place backfill and grade to ground

level.

B. **No Basement (NB).** Remove walls, slabs and footings. Remove all debris from the parcel, place backfill and grade to ground level. Bulkhead all floor drains, sumps, pits or other penetrations in the slab prior to removing the slab in accordance with 202.06 of the Standard Specifications.

C. **Basement Left In Place (BLIP).** Remove all basement walls to 1 foot below the adjacent ground level. Place holes that are at least 3 inches in diameter across the entire basement slab in a grid that is a maximum of 10 foot by 10 foot to facilitate drainage, unless other methods are approved by the Owner. Bulkhead all floor drains, sumps, pits or other penetrations in the basement floor prior to any work on the basement slab in accordance with 202.06 of the Standard Specifications. Remove all debris from the parcel, place backfill and grade to ground level.

4. Landscape Materials. Take possession and dispose of all trees, shrubbery and other landscape materials that must be removed to accommodate the demolition of buildings.

5. Site Restoration. Furnish and place topsoil, seed, fertilizer and mulch blanket according to section 914 of the Standard Specifications. Slope site 3-5% towards the center of the property, eliminating future stormwater runoff. All topsoil shall be free of debris and placed in accordance with 621.03 of the Standard Specifications. Remove and replace sidewalk damaged by the work in accordance with 202.05 and 604.03 of the Standard Specifications. If a curb ramp is damaged it shall be replaced using the most recent ADA standards for curb ramp design and construction.

6. Temporary Fence. When placement of temporary fence is required for a parcel, conform to 107.14 of the Standard Specifications, unless a chain link fence is specified as the temporary fence. When chain link fence is required, conform to subsection 910.18(b) of the Standard Specifications.

7. Upon completion of all demolition work and backfilling, the site must be final graded to be free draining as approved by the Owner.

8. Utilities. All utility disconnects, except sanitary sewers, will be disconnected by others through coordination by the Owner. The Owner will provide verification after the utilities, except sanitary sewers, are disconnected. For basements not left in place, cap all sanitary sewers at the right-of-way line or as directed by the Owner according to subsection 720.05 of the Standard Specifications. Gary Sanitary District (GSD) personnel must be present to inspect capping of all sanitary sewer lines. Notify the Owner a minimum of 24-hours prior to capping of sanitary lines to schedule GSD inspection.

9. Demolition Methods. Keep all building components and debris thoroughly wet during all phases of demolition and debris removal to prevent the release of particulates into the air and to minimize the spread of lead-containing dust, including the application of water during knockdown and load-out.

Procure a consistent water source for the duration of demolition activities. Upon completion of the work, remove all temporary water lines installed. Wetting may include the use of lifting device

equipment to ensure proper wetting of higher elevation surfaces prior to and during demolition and/or in cases when the structure is unsafe to enter prior to demolition. Water must be applied directly to the point of impact to maximize dust control. Direct water, use misting nozzles, and utilize erosion control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or settled airborne dust onto adjacent properties, drives and walkways. Do not create hazardous or objectionable conditions, such as ice, flooding, and pollution, when using water.

Use all means necessary to control dust on and near the work and on and near all off-site borrow areas if such dust is caused by the Contractor's operations during performance of the work or if it results from the condition in which the Contractor leaves the site. Use water mist, temporary enclosures, and other suitable methods to prevent the spread of dust and dirt during all demolition activities. During high wind weather conditions (above 25 miles per hour (mph)), limit work activities to those that do not generate fugitive dust and avoid or minimize knockdown and earthwork activities.

The frequency of applying water may be reduced if precipitation events occur or if soil is frozen or snow conditions are present, providing that excess fugitive emissions and dust are not observed. During demolition activities in temperatures below freezing, utilize a mixture of water and/or other suppressant agents approved by the Owner prior to use. Alternative dust suppressant agents and procedures for their application must be in compliance with the Indiana Department of Environmental Management (IDEM) guidelines.

If a complaint is received by the Owner, the public or any of the Contractor's staff concerning fugitive dust emissions, the process causing the concern must be halted immediately until the issue is investigated by the Owner and the Contractor, and a satisfactory resolution can be implemented at no additional cost to the contract.

If the Project Log indicates the primary structure has been deemed emergency Ordered Demolition per Gary City Code pursuant to 40 CFR 61 Subpart M by the City of Gary, the Owner will not perform a Hazardous and Regulated Materials survey. For these structures, treat all materials as asbestos containing materials and transport and dispose of all debris and materials removed at a non-municipal solid waste landfill (Non-MSWLF) with a Variable Source Asbestos Approval in accordance with all applicable federal, state and local requirements. To the extent practical, identify, characterize, manage, handle, segregate, contain, remove and dispose of any encountered hazardous materials from the structure to avoid causing a release to the environment.

10. Environmental General Measures. Prior to beginning work on a parcel, meet with the Owner to review the site and review the available environmental information.

Prior to beginning work on a parcel, develop and provide the Owner with a Health and Safety Plan (Plan) for each parcel that addresses avoiding exposure to lead. Include the applicable personal protective equipment (PPE) workers must wear. The Plan must require a negative exposure assessment for lead and/or require the appropriate personal protective equipment, when necessary, including but not limited to steel-toed boots, long pants, gloves, safety glasses and a respirator. Provide the Plan to the Owner for approval. The Owner will provide comments that must be incorporated into the Plan or will approve the Plan within 7 calendar days. Any additional costs associated with the handling, avoidance, removal and/or disposal of lead materials is included in the item, Building and Property Improvements Removal, Commercial, Parcel (no.) pay item. The Health

and Safety Plan is expected to be updated at no additional cost to the contract when additional information is provided to the Contractor.

Implement soil erosion and sedimentation control (SESC) measures as specified and as directed by the Owner. All SESC measures shall be inspected and maintained by the contractor and replaced should they become damaged. Any water pumped from the jobsite shall be discharged through a filter bag. If the contractor is not in compliance with the erosion control plan, work will be suspended until all erosion control measures are compliant.

Lead based paint may exist in some of the structures, lead contamination may be present in soil, and heating oil or fuel underground storage tanks may be present. The Owner may perform additional environmental testing and develop a Due Care Plan with additional measures to be implemented. Stage work as indicated to allow the Owner to perform additional environmental testing.

Provide a competent person and Supervisor in conformance with the hazardous waste management standards 40 CFR Parts 260-270, and 273. This person must be on site or readily accessible during all work activities to ensure workers have the appropriate level of PPE and hazard awareness training.

Following each phase of demolition or construction, install and maintain a suitable ground cover in areas where soils are exposed from demolition or construction activities to restrict human exposure to potentially contaminated soil. Topsoil used for turf establishment during site restoration is deemed acceptable suitable ground cover.

Unless otherwise authorized by the Owner, restrict access to site during all demolition activities.

Soil and debris disturbed or encountered during construction activities will be treated as contaminated in the absence of sampling data that proves otherwise. The Contractor must follow the Indiana Code IC 13-11-2-99 for the relocation of contaminated soil, to manage waste and contaminated soil onsite. Do not remove soil from the site unless it is necessary. If soil is to be moved off-site it will be properly characterized and managed for disposal at a licensed facility if necessary.

Contact the Owner within 15 minutes if potential contamination or potentially hazardous materials are encountered.

Contact the Owner within 15 minutes of encountering an unknown underground storage tank. The Owner will assess whether a release has occurred and facilitate registration, removal and disposal of the underground storage tank.

If buried demolition debris is encountered during work, immediately notify the Owner. Provide a competent person onsite and handle all debris and waste as contaminated with friable asbestos and/or containing friable asbestos, unless proven otherwise. Unless the buried demolition debris is noted, the proper removal and disposal of the material will be considered extra work to the Contract.

Document the preventative measures implemented on each parcel and provide all documentation to the Owner.

11. Documentation. Provide the Owner with all documentation associated with disposal of removed improvements upon completion of the work or as the project progresses. Provide the Owner with all documentation associated with backfill materials, restoration materials, and all other permanent materials incorporated into the project.

## **HAZARDOUS AND REGULATED MATERIALS REMOVAL AND DISPOSAL**

**a. Description.** This work consists of all labor, materials, and equipment to remove and dispose of all regulated asbestos containing materials (RACM) and other regulated materials (ORM) prior to the demolition of buildings, structures, and other improvements. Ensure that all activities are conducted in compliance with applicable federal, state and local laws and regulations. Submit the required notifications to regulatory agencies and revise these notifications, as necessary. Reimburse the City of Gary for any fines or remediation costs incurred as a result of failure to be in compliance with this Special Provision, contract terms and conditions, and/or all federal, state and local laws and regulations.

**b. Notification.** Demolition of any building or structure requires notification to the Indiana Department of Environmental Management (IDEM), regardless of the presence or absence of RACM. Complete a separate Notification of Demolition and Renovation Operations (State Form 44593) in accordance with 326 IAC 14-10-3(b) for each building or structure. Refer to the applicable Hazardous and Regulated Materials (HRM) Survey Report prepared for specific information needed to complete State Form 44593. Sign the form as owner/operator and submit to the address specified on the notification form a minimum of 10 working days prior to the start date of asbestos stripping/removal procedures or demolition start date specified in the notification.

IDEM will assess demolition fees quarterly to the owner/operator submitting the notification during the previous quarter in accordance with 326 IAC 14-10-5. Section 5 describes the fee structure applied by IDEM, which is based on the amount of friable asbestos to be removed.

If the amount of RACM to be removed, stripped or disturbed changes by 20 percent or more of the amount noted on the original notification, prepare and submit a revised notification form. Send the revised form to IDEM and to the Owner. Show all changes by carefully crossing out the original data and legibly adding the revised data. The revised form must be delivered at least two working days or postmarked at least five working days prior to the start date of the asbestos stripping/removal, or the demolition start date specified on the revised form.

**c. Asbestos Removal and Disposal.** Prior to demolition of a building or structure, remove all RACM. Ensure this work is completed by a licensed asbestos abatement contractor. Ensure the appropriate field staff are present at the time of any asbestos removal, stripping or disturbance per Indiana rule 326 IAC 18-3 (Accreditation: Asbestos Removal Personnel). The Contractor or subcontractor performing the abatement must be a licensed asbestos contractor in the State of Indiana. Only asbestos removal contractors, project supervisors, and workers accredited in the State of Indiana may perform removal of RACM. All personnel must carry their credential and be current with refresher training.

Prepare an abatement plan (Plan) designed by a Project Designer accredited in the State of Indiana. The

plan should state how work will comply with federal, state, and local regulations and address:

1. sealing the exterior building envelope
2. worker protection (e.g., PPE, air monitoring, use of appropriate equipment)
3. RACM removal methods
4. any nonfriable ACM that will remain in the structure and a description of demolition techniques that will ensure the ACM is not rendered friable and made RACM through demolition activities
5. clearance testing
6. maintenance of record keeping for work activities completed each day; vi) final cleanup procedures
7. waste handling (i.e., waste transport, final disposition of waste RACM, and managing waste shipment records [WSR]).

Submit the Plan to the Owner no less than 5 business days prior to the scheduled start date of asbestos stripping/removal. Do not begin asbestos stripping/removal activities without written Notice to Proceed from the Owner.

RACM must be kept adequately wet during stripping/removal. There are two situations for which the requirement for adequately wetting the material does not apply.

1. The temperature at the point of wetting is below 32 degrees Fahrenheit. Record the temperature at the beginning, middle and end of each work period. Provide a signed copy of the temperature records to the Owner for the project file at the end of each day of abatement activity. Keep daily temperature records available for inspection by IDEM at the demolition or renovation site and retain the temperature records for at least two (2) years.
2. Renovation operations where wetting would unavoidably damage equipment or present a safety hazard. For these operations, submit a request in writing for a waiver for not wetting the RACM to the IDEM, Office of Air Quality.

If situations 1. or 2. are deemed applicable, implement one or more of the following emission control methods:

- a. A local exhaust ventilation and collection system designed and operated to capture the particulate asbestos material produced by the stripping and removal of the asbestos materials. The system must exhibit no visible emissions to the outside air and be designed and operated in accordance with the requirements in 40 CFR 61.152.
- b. A glove bag system designed and operated to contain the particulate asbestos material produced by the stripping of the asbestos materials.
- c. Leak-tight wrapping to contain all RACM prior to removal.

Conduct all asbestos stripping/removal work in accordance with the 29 CFR 1926.1101 OSHA Asbestos in Construction Standard; the Asbestos NESHAP and IAC 326; applicable portions of AHERA/AHARA; RCRA and IC 13 Title 13 – Environmental for disposal of construction and demolition waste and asbestos waste; and applicable DOT and INDOT IC 13-11-2-207 regulations for transporting waste, including

placarding of vehicles.

**d. Other Regulated Materials Removal and Disposal.** Prior to demolition of a building or structure, remove and dispose of all ORM identified in the HRM Survey Report or otherwise discovered in connection to the structure. Remove and dispose of ORM in accordance with all applicable local, state, and federal regulations all hazardous and regulated materials. ORM include:

1. Refrigerants and related chemicals (40 CFR 82 Subpart F);
2. Solid wastes which exhibit any of the characteristics of ignitability, corrosivity, reactivity, or toxicity (40 CFR 261.20 – 261.24 – Hazardous Waste Characteristics Regulations);
3. Hazardous wastes (40 CFR 261.31, 261.32) and discarded commercial chemical products (40 CFR 261.33& Part 111, Public Act 451 of 1994, as amended);
4. Universal wastes, including batteries, pesticides, mercury-containing products, lamps, aerosol cans and certain household wastes (40 CFR 273);
5. PCB-containing products (40 CFR 761);
6. Scrap tires (IC 13-20-14-4);
7. Medical or Infectious Wastes (IC 16-41-16 and 410 IAC 1-3-22);
8. Electronic Waste (IC 13-20.5)

The Contractor must document removal of all ORM using the appropriate waste shipping document (i.e., hazardous, non-hazardous waste manifest) to track and substantiate transport and final disposition of the waste at a licensed disposal facility.

**e. Waste Shipment and Disposal.** Properly package and label all RACM as special waste prior to disposal. Arrange for a licensed waste transporter to transport all waste RACM immediately and directly to a non-municipal solid waste landfill (Non-MSWLF) with a Variable Source Asbestos Approval.

The following labels must be attached to the packaging: generator/operator label transporter label:

DOT marking stating – **R.Q. Asbestos NA2212**

OSHA label stating – **DANGER CONTAINS ASBESTOS FIBERS AVOID CREATING DUST CANCER AND LUNG DISEASE HAZARD**

Provide a Waste Shipment Record (WSR) for each load of waste RACM. Fill out and sign the generator section of the WSR for the disposal of waste RACM. Provide a copy of the form to the Owner immediately after signing. After the owner/operator of the disposal site signs the form, immediately provide a copy to the Owner.

Containerize universal wastes in accordance with 40 CFR 273.14 – Labeling/markings to identify the type of universal waste in the container. Universal waste transporters must meet the requirements of 40 CFR part 273 subpart D (Universal Waste Transporters). Hazardous waste transporters must meet the requirements of 40 CFR part 263 (Hazardous Waste Transporters).