**CITY OF GARY**

**EDDIE D. MELTON**

MAYOR

DEPARTMENT OF
**BUILDING**

## DEMOLITION AND BLIGHT REMOVAL PROGRAM

OWNER: City of Gary
401 Broadway
Gary, IN 46402

PROJECT: DEMOLITION AND BLIGHT REMOVAL PROGRAM
Address varies
Gary, IN

# SCOPE OF WORK

**PROJECT: DEMOLITION AND BLIGHT REMOVAL PROGRAM**

**LOCATION: City of Gary, Indiana**

**FUNDING SOURCES: City of Gary, CDBG, Lake County**

The City of Gary is issuing this request for sealed bids to identify a highly qualified Project Management and Demolition Contracting Team ("Team") to manage and execute the 2027 Demolition Program.

The City's overarching goal for this phase of our multi-year blight removal initiative is the strategic, safe, and efficient removal of an estimated of 100 unsafe residential and/or small commercial structures annually.

The selected Team will provide a coordinated turnkey solution, subject to the responsibilities, exclusions, allowances, unit prices, and unforeseen-condition provisions contained herein, providing services from pre-demolition environmental assessments and municipal coordination to the physical tear-down and site restoration.

This program will have multiple funding sources, local, state, and federal. The submission requirements are broad to meet all funding source criteria.

## SCHEDULE

- **Notice Publish Dates:** November 17, 2026 and November 24, 2026
- **Notice of Intent to Bid:** (optional) November 23, 2026 emailed to gburris@gary.gov and csharp@gary.gov

- **Bid Submission Deadline:** December 1, 2026, at 3:00 PM (CST) @ BOW office 401 Broadway Gary, IN 46402
- **Bid Opening:** December 2, 2026, at 10:00 AM (CST) @ 555 Polk Street Gary, IN 46402
- **Contract Award:** On or before January 6, 2027
- **Notice to Proceed / Start Date:** On or before January 6, 2027

# I. SCOPE OF SERVICES

The required scope of work is divided into two primary disciplines. Proposing teams may consist of a single firm with in-house capabilities or a joint venture/partnership between a professional services firm and a licensed demolition contractor.

## Professional Services & Program Management

The Team will act as the logistical and managerial lead for the 2027 program. Responsibilities include:

1. **Unsafe Building Law Coordination:** Work directly with City of Gary staff and the Building Department to navigate the Indiana Unsafe Building Law (IC 36-7-9) process. This includes monitoring compliance with timelines and demolition readiness. The City, through its appropriate departments and/or legal counsel, shall remain responsible for all legal determinations and shall provide written authorization confirming that each property has been legally cleared for demolition prior to the Team scheduling physical demolition.
    a. The Team shall participate in biweekly meetings with the City and its attorneys to review the status of properties proceeding through the Unsafe Building Law process, identify outstanding legal or procedural items, and coordinate demolition readiness.

2. **Schedule & Budget Management:** Develop, implement, and maintain a master demolition schedule. Establish per-property budgets and provide regular reporting to the Chief of Operations on program progress and financial drawdowns.
    a. Schedules shall be subject to reasonable adjustment for conditions beyond the Team's control, including utility disconnects, legal proceedings, environmental findings, regulatory notification periods, weather, emergency conditions, City-directed changes, owner/occupant interference, and other third-party delays.
3. **Environmental Assessments:** Procure and coordinate environmental inspections required by applicable law or specifically authorized by the City, including pre-demolition inspections for asbestos-containing materials (ACM) and other regulated hazardous materials.

4. **Abatement Management:** Coordinate, schedule, and manage licensed environmental abatement contractors. Require appropriately licensed environmental abatement contractors to perform their work in accordance with applicable IDEM, EPA, OSHA, and other regulatory requirements, and coordinate required completion documentation and clearances before physical demolition begins.

## Demolition Execution

The Team will be responsible for the physical remediation of the blighted properties, including:

1. **Site Preparation:** Secure the perimeter,  coordinate and track required utility disconnects and retirements (gas, electric, water, sewer), verify available completion documentation, and obtain required municipal demolition permits. The Team shall not be responsible for delays, scheduling, performance, or failure to perform by utility owners or other third parties.

2. **Physical Demolition:** Furnish all labor, heavy equipment, and materials required to safely raze the designated structures. The baseline demolition price assumes conditions reasonably observable or disclosed prior to authorization.
    a. Concealed, differing, or unforeseen conditions shall constitute additional work. Such conditions may include undocumented underground tanks, buried foundations or structures, contaminated soil, unknown utilities, wells, septic systems, cisterns, excessive or undocumented concrete, buried debris, hazardous or regulated materials not identified in the environmental survey, excessive contents or illegal dumping, fire debris, unstable adjoining structures, party walls, extraordinary access limitations, or other conditions not reasonably ascertainable prior to demolition. Upon discovery, the Team shall notify the City and obtain authorization to proceed.
    b. Each property-specific work authorization shall include a reasonable unforeseen-conditions allowance, approved by the City, to address qualifying conditions encountered during demolition without delaying field operations. Use of the allowance shall be documented, and costs exceeding the approved allowance shall require additional City authorization.

3. **Debris Removal & Disposal:** Safely transport and legally dispose of all demolition debris and construction materials at approved and permitted landfill facilities.
    a. Baseline disposal pricing assumes ordinary non-hazardous construction and demolition debris. Hazardous materials, contaminated soil, and other materials requiring special handling or disposal shall be separately compensated.
    b. Pricing is based upon disposal rates in effect as of the proposal date; material increases in landfill tipping fees, regulatory fees, fuel surcharges, or government-imposed disposal costs may be addressed by documented adjustment.
4. **Site Restoration:** Clear the lot of the primary building foundation and debris within the authorized limits, backfill open excavations with approved clean fill, grade the property to provide positive drainage, and apply seed and straw to establish ground cover.
    a. Unknown buried slabs, undocumented foundations, retaining walls, excessive paving, swimming pools, buried structures, or similar conditions not identified in the property work authorization shall be treated as additional work.
5. **Property-Specific Work Authorization:** Prior to physical demolition, the Team shall prepare a property-specific work authorization utilizing the contract's established unit prices and identified quantities.
    a. The City will review and approve the work authorization and confirm applicable legal, environmental, utility, and permit prerequisites before commencement.

## 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.

### *1) PROGRESS CLAUSE:*

a) 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.

b) 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.

c) 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.

d) 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.

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

### *2) UTILITIES:*

a) The Contractor is responsible for locating public utilities through the Indiana811 system prior to mobilizing to the site.

b) 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.

c) 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.

### *3) GENERAL NOTES:*

a) 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.

b) 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.

c) The Contractor is responsible for obtaining all required permits. City of Gary Permit fees are waived.

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

*4) PERMITTING*

a) 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.

b) 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.

c) 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.

*5) ENVIRONMENTAL*

a) 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.
    *a.* As necessary, provide an on-site Asbestos Inspector or Surveyor to abate ACM.
    *b.* 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.

*6) DEMOLITION*

a) Lawfully and fully remove and dispose of all above grade components of buildings.

b) 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.

c) Lawfully and fully remove and dispose of all ancillary features, including but not limited to, asphalt pavement, bollards, and trees/brush.

d) 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.

### *7) Site Work, and Utilities*

a) 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.

b) 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.

c) Disconnection of gas, electric, and water services to the parcel(s) will be coordinated by the Owner prior to demolition.

d) 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.

e) 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.

f) Grade site to slope towards the center of the site. Provide a 3-5% slope towards the center, creating a depression, reducing stormwater runoff.

g) Place topsoil free from rocks, roots, and debris within the final 6 inches and grade to allow for adequate drainage.

h) 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

i) 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.

## *8) 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.

c) The Contractor is responsible for locating public utilities through the Indiana 811 system prior to mobilizing to the site.

## *9) FINAL PAYMENT*

Final payment will be rendered post a successful final inspection of work complete.

## ***10)*** *MAINTAINING TRAFFIC*

**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.

**Traffic Restrictions.** Maintain access to all driveways and side streets at all times.

### **a.** *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 | aparkhouse@indot.in.go v cbajek@indot.in.gov lahuffman@indot.in.gov |
| 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.

**b.** *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.

**c.** *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.

*11) 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.

   a. 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.

   a. 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.

   b. 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.

   c. 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.

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

d) **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.

e) **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.

f) **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.

g) **Landscape Materials.** Take possession and dispose of all trees, shrubbery and other landscape materials.

h) **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.

i) **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.

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

k) **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.

l) **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.

a. 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.

b. 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.

c. 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.

d. 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.

m) 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.

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

a. 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.

b. 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.

c. 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.

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

e. 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.

f. Contact the Owner within 60 minutes if potential contamination or potentially hazardous materials are encountered.

g. Contact the Owner within 60 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.

h. 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.

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

o) **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.

*12) HAZARDOUS AND REGULATED MATERIALS REMOVAL AND DISPOSAL*

a) **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 .

b) 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.

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

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.

c. 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.

d. 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.

d) **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.

a. 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:

- sealing the exterior building envelope
- worker protection (e.g., PPE, air monitoring, use of appropriate equipment)
- RACM removal methods
- 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
- clearance testing
- maintenance of record keeping for work activities completed each day; vi) final
- cleanup procedures
- waste handling (i.e., waste transport, final disposition of waste RACM, and managing waste shipment records [WSR]).

b. 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.

c. 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.

3. 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.

d. 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.

e) **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:

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

f) **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**<br>OSHA label stating – **DANGER CONTAINS ASBESTOS FIBERS AVOID CREATING DUST CANCER AND LUNG DISEASE HAZARD** |
|---|

a. 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.

b. Containerize universal wastes in accordance with 40 CFR 273.14 – Labeling/marking 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).

# II. CONTRACT REQUIREMENTS

MANDATORY FEDERAL CLAUSES & COMPLIANCE (2 C.F.R. PART 200)

Contractors must comply with all applicable federal laws, regulations, executive orders, and FEMA policies, including but not limited to:

1. System for Award Management (SAM.gov) & Debarment/Suspension: Bidders must have an active status in SAM.gov and possess a Unique Entity Identifier (UEI). Contractors or subcontractors that are debarred, suspended, or proposed for debarment by the Federal Government (2 C.F.R. Part 180) are strictly ineligible.
2. Equal Employment Opportunity (EEO): Compliance with Executive Order 11246 and 41 C.F.R. Part 60.
3. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708): Overtime pay calculations for laborers working over 40 hours/week and strict adherence to workplace safety regulations.
4. Clean Air Act and Federal Water Pollution Control Act: Compliance with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).
5. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Contractors applying or bidding for an award exceeding $100,000 must file the required certification regarding federal lobbying restrictions.
6. Domestic Preferences for Procurements (Build America, Buy America Act / 2 C.F.R. 200.322): To the greatest extent practicable, preference should be given to goods, products, or materials produced in the United States.
7. No Cost-Plus-Percentage-of-Cost Contracts: In compliance with federal regulations, cost-plus-a-percentage-of-cost contracting methods are prohibited. Contracts will be awarded on a firm fixed-price or unit-price basis.

8. Federal Labor Standards and Prevailing Wage Requirements (Davis-Bacon Act): DAVIS-Bacon and related acts: The Contractor and its subcontractors shall pay all mechanics and laborers employed directly on the site of the work at least once a week and at rates not less than those prevailing on projects of a similar character in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.), as amended, and implementing regulations (29 CFR Part 5).

    a. Certified Payrolls: Contractors and subcontractors must submit weekly certified payroll records to the City or its representative. Failure to submit required records or pay prevailing wages may result in withholding of progress payments and/or contract termination.

    b. Copeland "Anti-Kickback" Act: All workers must be permitted to work without being subjected to kickbacks, intimidation, or coercion (40 U.S.C. 3145; 29 CFR Part 3).

# III. PROPOSAL SUBMISSION REQUIREMENTS

Respondents must organize their proposals using the following structure:

## Firm Profile & Team Organization

Provide an overview of the firm(s) comprising the Team. Clearly define the roles and responsibilities of the project managers, environmental consultants, and demolition contractors. Include resumes for key personnel.

## Project Approach & Methodology

Describe your methodology for managing a high-volume demolition pipeline (approx. 100 properties annually). Specifically detail your workflow for coordinating with City staff on Unsafe Building orders, sequencing environmental assessments, and deploying demolition crews efficiently across different neighborhoods.

## Bid Form

**Company Name:** _____

**DBA (if applicable):** _____

**Business Address:** _____

**City / State / Zip:** _____

**Contact Person & Title:** _____

**Phone Number:** _____ **Email:** _____

**Gary Contractor License #:** _____

**SAM.gov Unique Entity Identifier (UEI) #:** _____

**CAGE Code:** _____

As the program involves both consulting and physical construction, the fee structure must be broken down as follows:

| SCOPE OF WORK | UNIT | FEE/COST |
|---|---|---|
| **Professional Services:** Provide an hourly rate schedule for all professional personnel involved in project management, scheduling, budgeting, municipal coordination, and environmental oversight. | **Hourly**<br>If multiple hourly rates are needed, include them on a separate sheet with the services associated with each hourly rate. | |
| **Demolition Execution**: Provide a baseline demolition cost expressed as a per-square-foot rate. This rate must be inclusive of typical site preparation, mechanical tear-down, debris haul-off, and standard lot restoration per specifications. | **Cost per Square Foot**<br>The baseline rate shall apply only to typical detached residential structures under normal site and access conditions and shall be accompanied by clearly stated assumptions, exclusions, and supplemental unit prices for conditions or work not reasonably included in the baseline rate. | |
| **Pre-demolition inspection fee** | Per site | |
| **Environmental Abatement:** Respondents may identify reasonable minimum mobilization charges, access/ containment assumptions, disposal assumptions, air-monitoring or clearance costs, and unit prices for materials not reasonably priced by square or linear foot. | Provide a **unit-rate** fee structure for typical abatement execution (e.g., cost per linear foot for pipe insulation removal, cost per square foot for floor tile abatement) | |
| **Clean fill** | Per Cubic Yard (CY) | |
| **Trucking, equipment/ operators/labor** | Per Hour | |
| **Additional concrete** | Per Cubic Yard (CY) | |
| **Asbestos - Pipe Insulation Removal** | Linear Foot (LF) | |
| **Asbestos - Surfacing/Plaster/Fireproofing Removal** | Square Foot (SF) | |
| **Asbestos - Floor Tile & Mastic Removal** | Square Foot (SF) | |

| | | |
|---|---|---|
| **Emergency Asbestos Abatement Mobilization** | Lump Sum | |
| **Containment Setup & Negative Air Unit** | Per Setup / Day | |
| **SCOPE OF WORK** | **UNIT** | **FEE/COST** |
| **Asbestos Removal Minimal Charge** | Per Occurance | |
| **Asbestos Special Waste Landfill Disposal** | Per Ton | |
| **Competent/Qualified Asbestos Worker** | Per day | |
| **Contaminated Soil Landfill Disposal** | Per Ton | |
| **C&D Debris Landfill Disposal (Weight-based)** | Per Ton | |
| **Excess / Illegal Dumping Material Disposal** | Per Ton | |
| **Empty UST Removal** | Per Gallon, up to 500 gl | |
| **Empty UST Removal** | Per Gallon, up to 2,000 gl | |
| **UST content disposal** | Per Gallon | |
| **Tire Disposal** | Per Ton | |
| **Other reasonably anticipated additional work** | | |
| | | |
| | | |
| **Unforeseen Conditions** | | 10% of total contract |

## CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States. I.C. 5-16-8-2. I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

_____

Name

## ACKNOWLEDGEMENT OF ADDENDA (to be completed by Bidder)

The following Addenda have been referred to and the requirements thereof included in this proposal.

**Addendum** #__ , **dated** _____

**Addendum** # __ , **dated** _____

**Addendum** # __ , **dated** _____

**Addendum** #__ , **dated** _____

**The above prices shall remain in effect for acceptance within a period of forty-five (45) days from the date of bid.**

**PART** II

*(For projects $150,000 or more-IC 36-1-12-4)*

Bidder *(Firm):* _____

Date *(month, day, year):* _____

These statements are to be submitted under oath by each bidder with and as a part of their bid. Attach additional pages for each section as needed.

# 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?

## 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.

## OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFOMRATION 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:

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

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**

# 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. 3rd 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<br>~ a. Prime Contractor ~ b. Prime Subcontractor ~ c. Supplier d. Other (Specify) |
| 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):<br>CITY OF GARY |
| 6. SIGNATURE and TITLE OF BIDDER'S AUTHORIZED EQUAL EMPLOYMENT REPRESENTATIVE:<br>DATE: |

IV. 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.<br><br>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:<br>a. All employees<br>b. All recruitment sources<br>c. All relevant employee organizations, including labor unions<br>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:<br>a. Education<br>b. Experience<br>c. Tests<br>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. | |

V. EMPLOYMENT DATA

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

VI. 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: _____

| | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| NON-GARY RESIDENT | | | | | | | | | | | | | | |
| GARY RESIDENT | | | | | | | | | | | | | | |
| MINORITY GROUP EMPLOYEES | FEMALE | LATIN AMERICAN | | | | | | | | | | | | |
| | | AMERICAN INDIAN | | | | | | | | | | | | |
| | | ASIAN AMERICAN | | | | | | | | | | | | |
| | | AFRICAN AMERICAN | | | | | | | | | | | | |
| | MALE | LATIN AMERICAN | | | | | | | | | | | | |
| | | AMERICAN INDIAN | | | | | | | | | | | | |
| | | ASIAN AMERICAN | | | | | | | | | | | | |
| | | AFRICAN AMERICAN | | | | | | | | | | | | |
| ALL EMPLOYEES | FEMALE | | | | | | | | | | | | | |
| | MALE | | | | | | | | | | | | | |
| | TOTAL MALE & FEMALE | | | | | | | | | | | | | |
| JOB CATEGORIES | | | 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) |

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.

# 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

# IV. 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.

## 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.