

CITY OF MUNCIE

**2023 CODE ENFORCEMENT
DEMOLITION BID PACKET**

**PRE-BID CONFERENCE: Wednesday, April 19th, 2023 BID DUE
DATE: Wednesday, April 26th, 2022**



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PUBLIC NOTICES

These notices satisfy two separate but related procedural requirements for activities to be undertaken by the City of Muncie.

NOTICE TO BIDDERS

The City of Muncie Community Development Department, on behalf of the Building Commissioner, is seeking bids to demolish, deconstruct or salvage the properties listed BELOW. Each property will be awarded as a separate demolition, deconstruction or salvage contract.

A bid packet, including federal requirements, instructions to bidders including bidder registration requirement, sample contract and bid forms is available to view or download at cityofmuncie.com > departments > community development > bids and rfps > Code Enforcement Demolition Bid Packet

OR

Bidders may request a link to the bid document by contacting Cortney Walker at cwalker@cityofmuncie.com.

Bids must be submitted as described below in a sealed, opaque envelope marked with the bidder's name, address, phone number and Quote for: Demolition Opening Date: 2/16/2022

Bids must be filed in the office of the City Clerk, 300 N. High St., Muncie, IN by 8:45 AM on Wednesday, 4/26/2023. Bids will be opened by the Board of Public Works and Safety on Wednesday, 4/26/2023 at 9 AM. Bids may be held by the Board of Works for a period not to exceed sixty (60) days. The Board of Works has the right to reject any and all bids.

A pre-bid conference will be held on 4/19/2023 at 10 AM in the Building Commissioner's Conference Room, third floor, City Hall, 300 N. High St., Muncie, IN. Please note that all communication regarding this bid, including any addenda issued, will be conducted by email only.

918 W 1ST ST, HOUSE & DEBRIS
CLARK, JOSHUA D

1003 E 7TH ST, HOUSE FIRE REMNANTS
D & L ASSOCIATES LLP

125 W 8TH ST, HOUSE
PIERRE, EVELYNE

1209 W 15TH ST, HOUSE
CLIENTS FARM LLC

2408 E 16TH ST, HOUSE, GARAGE & DEBRIS
SMITH, DESTINY LYNN

1430 E 26TH ST, HOUSE, ACCESSORY BUILDINGS & DEBRIS
FIELDS, SCOTT A

526 N BENNETT ST, GARAGE
BROWN, JESSICA M

1600 S BIRCH, HOUSE
LONG, DELORES & PAUL

1004 S BRADY ST – HOUSE & GARAGE
PIERRE, EVELYNE

1007 N CENTRAL AVE – HOUSE & DEBRIS
BOWMAN, JOHN LEE II

1007 W CHARLES ST – HOUSE
OLD WESTEND NEIGHBORHOOD ECONOMIC

1803 W CHARLES ST – HOUSE
SHAUL, LERROY JR

1605 S CORNELL AVE – HOUSE & SHED
WILKERSON, KRISTIE

601 S COUNCIL ST – HOUSE & DEBRIS/DUMPSTER
CARTER, ERICA

517 S ELLIOTT ST – GARAGE
HICKS, WALTER & NORMA

317 E GILBERT ST – GARAGE
SMITHERS, MICHAEL & BONITA

3014 S GRANT ST – HOUSE & OVERGROWTH
CONLEY, CHARLES

1508 S HIGH ST – HOUSE & SHED
DAVIS, BRETT

2024 E HIGHLAND AVE – METH LAB HOUSE
CONRAD, JACOB

2109 N HOLLYWOD AVE – HOUSE
BOGGS, GENE

2417 S HOYT AVE – HOUSE & GARAGE
CITY OF MUNCIE REDEVELOPMENT COMMISSIONER

2016 N JANNEY AVE – GARAGE
JONES, NANCY & BEVERLY

3305 N JEFFERSON ST – HOUSE & SHED
PUENTE, RICHARD & LISA HOLDER

2604 S MACEDONIA AVE – HOUSE & SHED
ROSS, GLENN

3600 E MANOR ST – MOBILE HOME, DEBRIS & OVERGROWTH
TODD DIEHL OF OLD COMPUTER TRUST

1413 S MONROE ST – HOUSE
URBAN LIGHT COMMUNITY CHURCH INC

901 S PENN ST – HOUSE & ATTACHED GARAGE
HUGHESM KIERAN

3015 S PERSHING DR – HOUSE
GARNER, JENNIFER LEE ANN

523 S PROUD ST – DUPLEX HOUSE
JACKSON, TRAVIS

NOTICE OF INTENT TO DEMOLISH AND ASSESS COSTS TO OWNER

The properties listed ABOVE will be demolished by the City of Muncie TEN OR MORE DAYS AFTER 4/26/2023 subject to an order to demolish issued by the Building Commissioner, recorded in the office of the Delaware County Recorder and affirmed by the Unsafe Building Hearing Authority. The address of the property and structures to be demolished, the owner of record and any holder of substantial property are also listed.

The estimated cost of demolition is based on a public bid opened on 4/19/2023 by the Board of Public Works and Safety at their weekly meeting held at City Hall, 300 N. High St., Muncie, IN at 9 AM. A contract for demolition will be awarded on or after 4/26/2023.

Owners must pay the City of Muncie the actual cost of demolition plus a \$750 fee to cover the cost of processing this matter. If not paid for more than 15 days after completion of the demolition work the full amount will be recorded, after a hearing, as a lien against all persons having a fee interest, life estate interest, or equitable interest of a contract purchaser in the unsafe premises OR will be filed as a special assessment on the tax duplicate of the unsafe premises and collected as delinquent property taxes are collected.

Steve Selvey

Building Commissioner

INSTRUCTIONS TO BIDDERS

ARTICLE 1. Definitions

Whenever the words hereinafter or pronouns used in their stead occur in these documents, they shall have the meaning herein given:

"Bid" or **"quote"** used interchangeably throughout these documents, meaning the price which one will perform the work described in the bid or quote documents.

"Bid packet" documents including, but not limited to, federal requirements, Instructions to Bidders, Sample Contract, and Bid Forms.

"Bidder" the individual or entity who is submitting a response to the Notice to Bidders. Used in these Instructions as the individual/entity who has not been yet awarded the contract to perform the deconstruction or demolition project. Once awarded the contract, this individual/entity becomes/is referred to as the Contractor.

"City" the municipality, person, firm, or corporation as specified in the Advertisements for Bids, for whom the work is to be completed.

"Community Development" refers to the City's Office of Community Development or Local Public Agency that administers these projects on behalf of the City's Building Commissioner.

"Contract" shall include the entire component parts of the Contract as well as the plans, drawings, wage determinations and federal requirements referred to herein.

"Contractor" shall mean the person, firm or corporation entering into a contract with Owner to construct and complete the work herein specified, set out and shown.

"Demolition" the dismantling of a structure by use of heavy equipment with little or no salvaging or recycling of wood, lumber, or other materials.

"IDEM" Indiana Department of Environmental Management

"Inspector" shall be the person who is the designated representative of the Project Supervisor and who is in charge of the inspection of the work.

"Project Supervisor" or **"Supervisor"** shall be the Supervisors who are designated by the Owner for the work, or their duly authorized agents.

"Specifications" shall include the general conditions, detail specifications, diagrams, plans and drawings.

"Subcontractor" shall mean a person, firm or corporation other than the Contractor supplying labor and materials or labor for work at the site of the project.

ARTICLE 2. Receipt and Opening of Bids

2.1 The City will give proper notice of its invitation to bid for the performance of labor and provision of materials required to deconstruct or demolish structures within the City. The name of the notice document is "Notice to Bidders and Notice of Intent to

Demolish/Deconstruct and Assess Costs to Owners” (Notice to Bidders). Information as to the requirements to respond to this bid invitation is available in the Bid Packet.

- 2.2 Bid responses will be submitted to the City Clerk’s Office, City Hall, 300 N. High St., 1st Floor, Muncie, Indiana on or before the deadline stated in the Notice to Bidders. All documents needing to be completed will be included in the Bid Packet including the bid form. All fields on these forms must be appropriately filled-in to meet the completed bid response.
- 2.3 Strict compliance with the requirements of and instructions in the Notice to Bidders and the instructions in the Bid Packet are necessary.
- 2.4 Bid responses will be opened by the City’s Board of Public Works and Safety at its weekly meeting. Bid responses may be held by the City’s Board of Public Works and Safety for a period of time not to exceed sixty (60) days. The City’s Board of Public Works and Safety reserves the right to reject any and all bid responses.
- 2.5 Each property listed in the Notice to Bidders will be awarded as a separate deconstruction or demolition contract. The City will designate each property as either a demolition or a deconstruction project on the Notice to Bidders.

ARTICLE 3. Preparation of the Bid Proposal

- 3.1 All bid responses must be submitted on the forms included in the Bid Packet. These forms are available in pdf format at the [Community Development Department webpage](#) or may be obtained by contacting the Cortney Walker via email at cwalker@cityofmuncie.com. The unit bid price for each item included in the bid response needs to be included. In the case of incorrect totaling of amounts, the unit bid price shall govern in all additions and deductions from the original bid price.
 - A. Contractors using a combination of dumpsters and trucking need to use the bid form “Bid for Demolition Using Roll-off Containers/Dumpsters.”
 - B. Contractors using their own equipment to haul debris to the landfill need to use the bid form “Bid for Demolition Using Own Equipment to Transport Waste to the Landfill.”
- 3.2 Bid responses written in pencil will NOT be accepted; write in ink or typewrite responses. If there are any discrepancies between the amounts written in words versus figures in the bid response, the amount written in words will prevail.
- 3.3 Indicate on the bid form document if no bid is being submitted for that property. Write “no bid,” a zero (0), or another symbol indicating that a bid is not being submitted for this property on the line for that property. REMEMBER: BID RESPONSES WITH BLANK SPACES WILL BE REJECTED.
- 3.4 Each multi-page document submitted as part of the bid must be stapled. Do not submit any documents over one-page in length without being stapled. However, do not staple all of the pages of the bid response together as one. Please do NOT submit bound bids.

- 3.5 Bid responses need to be enclosed in a sealed, opaque envelope, properly marked with the name, address, and telephone number of the bidder and bearing the following caption:

BID FOR: Demolition or Deconstruction

BID OPENING DATE:

- 3.6 Bid responses must be submitted to the Office of the City Clerk, City Hall, 300 N High Street, 1st Floor, Muncie, IN 47305 by 8:45 a.m. If you are submitting the bid response via Federal Express or another common carrier, the outermost envelope must also be marked in permanent marker with the following at least one-inch high words:

DEMOLITION BID ENCLOSED, BID OPENING DATE (add appropriate date)

Packages delivered after the time stated in the Notice to Bidders will be returned unopened. It is very important to make these fully-completed form and date/time deadlines.

NOTE: FedEx generally delivers directly to the City Clerk's Office; UPS and USPS deliver all packages to the City Controller's Office on the 3rd Floor of City Hall regardless of how the envelopes are addressed. DO NOT BRING BID RESPONSES TO THE COMMUNITY DEVELOPMENT OFFICE – THEY WILL BE REFUSED!

ARTICLE 4. Signature of Bidders

- 4.1 The City will not award the demolition contract to any bidder who does not furnish satisfactory evidence that he/she/it has the ability and experience in this area of work, there is sufficient capital and plan to complete the work specified.
- 4.2 A financial statement of the bidder is mandatory to be awarded a demolition contract. Any bid response submitted without this financial statement will be rendered invalid. The information provided by the bidder in this financial statement must be detailed so that the City can be assured of the bidder's financial capability to complete the awarded deconstruction or demolition project.
- 4.3 The Standard Questionnaire and Financial Statement for Bidders (Indiana State Board of Accounts Form 96 Part II and III; available at <http://www.in.gov/sboa/files/Form96.pdf>) may be substituted for the City's financial statement, but is NOT required to use.

Article 5. Order of Forms and Documents to be enclosed with the Bid Response

- 5.1 The bid response forms and documents need to be in this order within the envelope, properly fill-out with all required information and notarized, if required:
1. Bid sheet(s) with Request for Sub-contractors, if any, stapled together
 2. Financial statement
 3. Certificate of Non-Segregated Facilities
 4. Certificate Regarding Debarment, Suspension, & Other Responsibility Matters

5. Non-Collusion Affidavit

6. Affidavit Concerning Employment of Unauthorized Aliens

Article 6. Signature of Bidders

- 6.1 Bid responses not signed by the Bidder may be signed by the Bidder's Attorney-In-Fact. The Power of Attorney document authorizing said Attorney-In-Fact needs to be included in the bid response in order for bid response to be accepted. This applies if the Bidder is an individual, partnership, or corporation.
- 6.2 Any bid response submitted on behalf of a partnership must be signed by all partners.
- 6.3 Any bid response submitted on behalf of a corporation needs to include the legal corporate name and both signatures of the President and the Secretary.
- 6.4 Limited or qualified bid proposals will not be accepted.

Article 7. Bidder to Examine Site/Mandatory Pre-bid Conference

- 7.1 Attendance at the pre-bid conference is mandatory if stated in the Notice to Bidders. Bid responses submitted by Bidders not present at the specified pre-bid conference will be rejected.
- 7.2 All Bidders shall examine Contract Documents and the demolition site to acquaint themselves of the conditions of the work to be performed, any and all obstacles that may be encountered both above and underground, and any other relevant matters concerning work to be performed. The successful Bidder will not be given extra compensation for failure of not fully acquainting himself/herself/itself of the conditions or work to be performed.
- 7.3 Bidders enter the structure at their own risk. If the structure was secure prior to examination, please secure the building upon your exit. This includes replacing any and all boards. Removal of all contents in the structure is to be part of the bid amount.
- 7.4 Basements are not always evident from exterior inspection of the property. It is expected that demolition and filling-in of basements is included in the bid response where a basement is present. If the demolition/filling-in of basement is not included in the bid response, a change order will NOT be granted if Delaware County, Indiana building records show there is a basement.
- 7.5 Please access beacon.schneidercorp.com for approximate square footage of structures and outbuildings, the name and address of Owners for building permit purposes, and property boundaries. The information contained in this website is based on Delaware County, Indiana property records. Data and accuracy of such data is not guaranteed.

Article 8. Communications, Addendums & Submissions

- 8.1 Any and all questions regarding the Contract Documents or process of responding, addendums to documents required for Bidders or Contractors, and submission of Bid Responses need to be made via email to the Office of the Building Commissioner, Cortney Walker – Property Coordinator at cwalker@cityofmuncie.com. Any response will be made via email to all Bidders.
- 8.2 Addendum may be issued by the Office of Community Development or Building Commissioner no later than 4:00p.m. on the Monday prior to the Bid opening date. Any addendums will be emailed to each Bidder or Bidder's Attorney-in-fact who attended the mandatory Pre-bid Conference. Addendums will NOT be faxed or mailed. When issued, the addendums become part of the Bid Packet and Contract Documents. Receipt of these addendums, when issued, should be noted on the Bid Form. Failure to note receipt of such addendums does NOT exempt Bidder from compliance with the addendum information or requirements.

Article 9. Direct Payment for Dumpsters/Landfill Fees, Recycling, Salvage

- 9.1 Construction and Demolition Waste (c&d). The City has a contract to pay for c&d dumpsters and landfill fees. All c&d will be disposed at Randolph Farms if hauled by the Contractor or in a dumpster provided by Bestway Disposal. This includes any waste generated over the amount of the Bid Response. Removal of c&d and disposal to any unauthorized site, on or off site burning, etc. is grounds for termination of all contracts.
 - a. C&D allowances are NOT transferrable from one property to another. Dumpsters estimated for use at one site, but not used or only partially filled may NOT be moved or used at different site.
 - b. Hard fill. The City does NOT provide dumpsters for hard fill. All hard fill will be hauled to a hard fill site by the Contractor. The name and address of the hard fill site must be stated on the Bid Sheet. Transport, disposal, and any and all costs related to hauling hard fill will be included in the base Bid on the Bid Sheet. Receipts from the facility must be submitted with the final amount owed/paid to show that hard fill was disposed of properly. Under no circumstances are hard fill or dirt to be deposited in c&d dumpsters.
 - c. Bid Responses using Roll-off Containers/Dumpsters. Bidders are responsible for providing a base bid of the specified work, the amount of c&d generated (in cubic yards; noted on the Bid Sheet as YD3), and the number of roll-off containers/dumpsters used for each site. These estimates do not include hard fill to be disposed at a hard fill site.
 - d. Dumpster weight should not exceed the maximum weight allowable by the container provider. Overage charges will be deducted from final payments to Contractors. It is the responsibility of the contractor to inquire about weight limits when ordering dumpsters. If more cubic yards of waste are disposed of than

estimated on the Bid Sheet and a change order is NOT granted, the actual cost of the additional waste plus transit fees will be deducted from the Contractor's final payment based on actual cost of last dumpster to arrive at landfill.

- e. Bids Using Contractor's Equipment to Transport Waste. Bidders are responsible for providing a base bid of the specified work and the amount of c & d generated (in cubic yards; noted on the Bid Sheet as YD3). These estimates do not include hard fill that will be disposed of at a hard fill site. Transportation costs are to be included in this Bid. If more cubic yards of waste are generated completing the project than what is stated on the Bid Sheet and a change order is NOT granted, the disposal cost of the additional waste will be deducted from the Contractor's final payment.

NOTE: It is recommended that the YD3 estimate is based on the YD3 capacity of the truck or container used to haul waste to the landfill. For example, if the truck holds 45 yards and where five truckloads will be hauled to the landfill, estimate 225 YD3 (45 x 5 = 225).

If the truck is not full when arriving at the landfill be sure to have the landfill operators note the actual YD3 disposed of on the scale ticket to avoid paying for a full truckload.

- f. Contractor is responsible for applying for right-of-way use permit in order to place a dumpster in the public right-of-way. The permit fee will be waived for the contractor. The permit application is included with the bid forms.
- 9.2 Tires may NOT be placed in dumpsters or mixed with other debris to be taken to the landfill. Tires MUST be disposed of separately to East Central Recycling (ECR), 601 E Centennial Avenue, Muncie, Indiana. The City will pay for the cost of disposal. A household hazardous waste form (see Appendix) must be presented to ECR gatekeeper when tires are delivered for disposal. A separate household hazardous waste form must be given for each site. Please ask for a copy of this form if the ECR gatekeeper does not give one to you. This household hazardous waste form MUST be submitted to be paid.
- 9.3 Recycling Requirements. Deconstruction bidders must estimate the percentage of materials by weight that will be recycled from each property. Recycled materials that leave the site must be weighed. DATED weight tickets must be presented with invoice/payment request. Percentage of materials recycled must be calculated on the summary form submitted with invoice.
- a. Experience, quality, and quantity of recycling efforts may be taken into account when evaluating bids.
- 9.4 Salvage Rights. Contractor is entitled to all salvage rights on the site to be demolished. The Contractor is responsible for the safety and shall indemnify and hold the City harmless of whomever is given permission to salvage on the site.

Article 10. Withdrawal of Bid Response

- 10.1 Any Bidder may withdraw his/her Bid Response at any time before the deadline for the submission of the Bid Response. No Bid Response shall be withdrawn after the deadline for submission of Bid Response without consent of the City.

Article 11. Award of Contract & Rejection of Bids

- 11.1 An award of the demolition/deconstruction contract will be given to the lowest and/or best Bidder based on the total cost in the Bid Response. The Contract will be deemed awarded when the Office of Community Development and Board of Public Works officially acknowledge the award of the Contract and signatures by all the parties to the Contract. Information on how materials will be recycled, reused, or repurposed will be taken into account when determining lowest and best bids on deconstruction contracts.
- 11.2 The City reserves the right to reject any and all Bid Responses and to waive any informality in Bid Responses received whenever such rejections or waiver is in the best interest of the City.

Article 12. Certificate of Insurance & Workers Compensation Insurance Verification.

- 12.1 The successful Bidder will be notified of the contract award and required to attend a Pre-Construction Conference where the Certificate of Insurance and Workers Compensation Insurance documents MUST be submitted. Failure to meet the deadline to submit these documents will result in the Bidder's forfeiture of the contract award.

Article 13. Insurance and Legal Responsibility

- 13.1 Work will not begin until the Contractor has obtained the required insurance at its own expense. Such insurance must be approved by the City as to limit, form, and amount. The Contractor will not permit any Sub-contractor to begin work until the same insurance requirements have been complied with by each Sub-contractor. The Contractor or Insurance Company will furnish proof that said insurance is bondable. The scope of work provided in this Contract is for the demolition or deconstruction of one to two story structures. The Contractor's Insurance Coverage must reflect this and provide full coverage for such scope.
- 13.2 The type of insurance the Contractor is required to obtain and maintain for the full period of the Contract will be Workers Compensation Insurance, Comprehensive General Liability Insurance, and Builder's Risk "All-Risk" Insurance. If the Contractor or any Sub-contractor claims exemption from the Workers Compensation Insurance requirement based on contract-employee status, a current and valid certificate of exemption issued by the Indiana Department of Revenue and duly stamped by the Worker's Compensation Board of Indiana will need to be submitted to the City (See Appendix).

- 13.3 The Contractor will carry or require that there be carried Contractor's Public Liability Insurance with limits of \$100,000/\$300,000 to the City of Muncie, Contractor, or its Sub-contractor against claims for injury to death of one or more persons due to fire, explosion, and all other accidents which may occur or result from operations under this Contract on or off the premises. Such insurance will cover the use of all equipment, hoists, and motor vehicles on the site or going to and from the site.
- 13.4 Each and every employee of the Contractor and the Sub-contractor are exclusive employees of the Contractor or Sub-contractor.
- 13.5 The Contractor will name the City as an additional insured and hold the City harmless on all aspects of the performance of this Contract.
- 13.6 The Contractor will furnish evidence of Insurance providing the following coverage and limits:

Coverage	Limits
Comprehensive General Liabilities (including Contractual)	\$500,000 each person \$500,000 each accident \$1,000,000 aggregate
Property Damage	\$500,000 each person \$1,000,000 aggregate
	Or
	\$500,000 CSL Bodily Injury And Property Damage
Workers Compensation	Statutory
Employer's Liability	\$250,000
Automobile Liability/Bodily Injury	\$500,000 each person \$500,000 each accident
Umbrella	\$1,000,000

Article 14. Workforce Requirement

- 14.1 For all work performed on the project site, Contractor will use its best efforts to cause at least 50% of its core workforce to consist of workers whose primary residence is within the City of Muncie. If the foregoing cannot be reasonably achieved, Contractor will cause

at least 50% of its core workforce to consist of workers whose primary residence is within Delaware County, Indiana.

Article 15. Execution of Contract, Performance & Payment Security

- 15.1 The successful Bidder will execute the Contract with the City within seven (7) days of being notified via email by the City that the contract is prepared, awaiting signatures. A Notice to Proceed will be issued when the Contract is signed.
- 15.2 The City of Muncie Code requires that every application for a Demolition Permit be accompanied by a \$5,000 Contractor’s Surety Bond. This MUST be paid before work begins.

Article 16. Notice to Proceed & Time to Complete Work

- 16.1 Contractor will begin work after issuance of the Notice to Proceed and the 10-day Notice of Asbestos Abatement has been received by IDEM. The deadline to complete the project is:

If the Contractor is awarded:

# of Demolitions	Days to Fully Complete
1 – 3	30 days
4 – 8	60 days
8 – 16	90 days
16 – 30	120 days

NOTE: Article 3 provides for liquidated damages in situations where these deadlines are NOT met.

Article 17. Change in Scope of Project/Unit Prices

- 17.1 The City reserve the right to re-bid any portion of the project when alterations of design or the scope of the project or work is expanded to where additional costs can be reasonably anticipated to exceed 10% of the Contract amount. Unit prices will be used to determine payment if unanticipated conditions are found at the site. Failure to complete the Unit Price section on the Bid Sheet results in all unit prices to be assigned a value of zero.

Article 18. Change Orders

- 18.1 Contractor will NOT be allowed any extra compensation for any matter or thing which Contractor could reasonably ascertain or acquaint him/her/itself prior to bidding. No change orders will be recognized without prior approval of the City. If the Contractor performs any work prior to receiving approval by the City, then any such work will be at his/her/its own expense where the City will not consider any reimbursement request. Once approved by the City, Contractors will be compensated for these change orders using unit prices as stated as stated on their Bid Sheet.

Article 19. Right of Access

- 19.1 When awarded the Contract, Contractor agrees that the Environmental Protection Agency, IDEM, and all other regulatory agencies will have access to the project during the preparation and progress. Contractor will provide facilities for access and inspections.

Article 20. Night and Weekend Work

- 20.1 No work at night or on Saturday or Sunday requiring the presence of a Project Supervisor or Inspector will be permitted except in case of emergency. If there is an emergency, then only night/Saturday/Sunday work is permitted to the extent as absolutely necessary and with written approval of the Project Supervisor.
- 20.2 No site is to be backfilled and/or graded without prior approval by the Inspector.

Article 21. Safety and Health Regulations

- 21.1 The Contractor is responsible for all obligations as an employer under Chapter XVII of Title 29 Code of Federal Regulations, Part 1926, otherwise known as "Safety and Health Regulations for Construction."
- 21.2 Debris will be kept wet to eliminate dust. Contractor will make arrangement with the water company to get water to the site if necessary. Water must be sprayed onto debris piles in a fine mist. A diffuser will need to be used in order to accomplish this requirement. Failure to keep debris wet results in a Stop Work Order placed on the project. See Section 4 Additional Time for Completion.
- 21.3 The Contractor is responsible for the asbestos notice requirements and will notify the city at the same time as IDEM. It is the contractor's responsibility to file start date revisions if necessary.
- a. The City will have the properties inspected, any asbestos containing materials abated, and will provide those documents to the Contractor.

Article 22. Suspension of Work by the City

- 22.1 The Project Supervisor shall have the authority to suspend the work, wholly or in part, for such period or periods as he/she may deem necessary due to unsuitable weather, failure to keep debris wet, or such other conditions as are considered detrimental to carrying out the provisions of the contract. Additionally, the work or any portion thereof may be suspended at any time at the discretion of the Project Supervisor or Project Inspector. This stop work order will be followed by written notice and reason for the stoppage.

Article 23. Intent of the Contract Documents

- 23.1 The Notice to Bidders, Instructions to Bidders, Contract, and Specifications/Scope of Work are applicable to all Bidders, Contractors, and Sub-contractors. The intention of the Contract is to include in the final price all labor and materials, water, fuel, tools, plant, equipment, light, transportation, and all other expenses as may be necessary for the proper execution of the work.
- 23.2 In interpreting all documents related to these projects, words describing material or performance of work which have well known technical or trade meanings, unless otherwise specifically defined in the Bid Packet, Contract, or other project related documents, are to be construed in accordance and with such well known meanings recognized by registered engineers and the trade.

Article 24. Clearance Contract

- 24.1 Contractor is responsible for compliance with all clauses, requirements, and procedures as proscribed by the "Clearance Contract" and shall abide by the same.
- 24.2 If a deconstruction contract is awarded, then the word "demolition" will be changed to "deconstruction" throughout the contract.

Article 25. Compliance with the Law

- 25.1 Contractor is responsible for providing all notices, payment of all fees, and complying with all laws, ordinances, rules, and regulations bearing on the performance of the project.

Article 26. Public Right-of-Way

- 26.1 In public thoroughfares, all operations of the Contractor, including those temporary in nature, must be confined within the applicable right-of-way limits. If the methods of demolition or deconstruction employed by the Contractor necessitates the use of land beyond the public thoroughfares onto private property, the Contractor will enter into its own agreements with the property owners affected for the use of such property.

Contractor will notify the City of any agreements for additional property use and a copy of said agreements shall be provided to the City upon request.

- 26.2 Contractor is responsible for applying for right-of-way use permit in order to place a dumpster in the public right-of-way. The permit fee will be waived for the contractor. The permit application is included with the bid forms.

Article 27. Existing Utilities & Cisterns

- 27.1 All existing public and private utility systems which conflict with the demolition or deconstruction of the work herein described shall be relocated or temporarily removed and replaced as required in the Bid specifications. Such relocating or temporary removal and replacement shall be accomplished at the expense of the Contractor. This relocating or removal work shall be done by the public or private utility unless the utility authorizes in writing that the work may be done by the Contractor.
- 27.2 The City will notify the water, gas, and electric utility companies of the demolition or deconstruction work to be performed on the specific properties. Within this notification, the City will request these utilities to be terminated. Contractor is responsible to confirm with the utility companies that these services have been terminated prior to performance.
- 27.3 Basic contact information for these utility companies:
- a. Indiana American Water:
Confirm that service has been terminated at 1-800-492-8373 Local contact for problems only:
Jessica N Grey - Jessica.Grey@amwater.com
 - b. Vectren
Confirm that service has been terminated at 1-800-227-1376
(select new business from menu)
Local contact for problems only:
newservice@centerpointenergy.com
 - c. American Electric Power (AEP)
Confirm that service has been terminated at 1-877-237-2886 Local contact for problems only:
Melanie Cain – mkcain@aep.com OR Debbie Harmon – daharmon@aep.com OR Allison McVey – ammcvey@aep.com
 - d. Muncie Sanitary District
Engineering Department 765-747-4879
Mike Reno, mreno@msdeng.com
- 27.4 Contractor is to determine if there are any cisterns on the property prior to submitting the Bid Response. If a cistern unknown to MSD is encountered on the property, work must stop and 1) MSD must be contacted to determine if the cistern is connected to

more than one property, and 2) a change order must be approved by the City. If there are separate cisterns for the project property and its neighboring properties, then Contractor will treat the project property cistern as a vacant septic tank and fill the project property cistern with sand.

27.5 Vacated sewer laterals are to be plugged and sealed by the Contractor.

Article 28. Utility Protection

28.1 Contractor has the responsibility to determine the locations and extent of all private and public utilities and is liable for any expense resulting from damage to these utilities.

Article 29. Interference with and Protection of Streets

29.1 Contractor will not close any portion of a street, road, or private way without obtaining permits therefore from the proper authorities and without notifying the City of Muncie Police Department, the City of Muncie Fire Department, Hospitals, Ambulance Services, etc. This notification MUST be made at least seventy-two (72) hours prior to any closing. If any street or private way is rendered unsafe by the Contractor's performance of work, the Contractor will make any and all repairs or provide such temporary ways or guards as shall be acceptable to the Engineer.

29.2 Streets, roads, private ways, walks, and alleys shall be maintained passable by Contractor at its own expense. Contractor will assume full responsibility for the adequacy and safety of any and all provisions made within the performance of its work or project.

29.3 Where demolition or deconstruction activity necessitates the temporary removal of mail boxes used by the U.S. Postal Service, Contractor will replace said mail boxes within twenty-four (24) hours after filling-in excavated or disturbed areas to an equal or better condition and to the satisfaction of the U.S. Postal Service Inspector.

Article 30. Protection of Property

30.1 Contractor will neatly, safely, and compactly pile c&d on the property; not in the street, road, sidewalk, alley, or private property. Such piling will be completed in a manner to cause the least inconvenience or damage to the project property, the neighboring properties, or to the general public. Piles will NOT be within fifteen (15) feet of any fire hydrant. Public and private drives, street crossings, and walkways will be kept open and free to use or pass as reasonably possible.

Article 31. Public Convenience

- 31.1 Contractor will, at all times, conduct its performance of work to ensure the least possible obstruction to traffic, inconvenience to the general public and neighbors, and damage to individuals and property. No road or street shall be closed to the public except with the permission of the proper authorities. Fire hydrants on the project property or adjacent to, will be kept accessible to firefighting equipment at all times.

Article 32. Request for Payment

- 32.1 Contractor will request payment in full after obtaining an Inspector's final inspection including documentation of proper disposal to the applicable landfill of waste including tires. This documentation MUST be attached to the invoice before payment will be made. Failure to attach all of these required documents will result in delay of payment.
- 32.2 Contractor MUST also include within its request for payment the fully-completed Project Summary Sheet.
- 32.3 Payment in the form of a check will be issued within 21-days after the fully-completed request for payment invoice and documents have been submitted.

Article 33. Percentage of Work to be Performed by Contractor

- 33.1 At least 51% of this Contract MUST be performed by the primary Contractor as to whom this Contract has been agreed and assented.

**DEMOLITION CONTRACT
PROJECT ADDRESS**

THIS AGREEMENT (Contract) made this ___ day of _____, 201_, by and between:
«contractor» (Contractor) and the Office of Community Development, City of
Muncie, Indiana (City);

WITNESSETH that the Contractor and the City mutually agree as follows:

1. STATEMENT OF WORK. The Contractor shall furnish all supervision, technical personnel, labor materials, machinery, tools, equipment and services and perform and complete the demolition or deconstruction in a workmanlike manner, as specified, of buildings and other structures or improvements situated on the following property located within the City of Muncie, Delaware County, Indiana, and more particularly described as follows:

«num» «dir». «street»

The demolition or deconstruction work (Work), as described within the Instructions to Bidders for Deconstruction or Demolition Contract and Scope of Work for Demolition/Deconstruction documents, is subject to approval by the Building Commissioner as described herein. All work performed under this Contract shall be guaranteed by the Contractor for a period of one (1) year from the date of final inspection.

2. PRICE. The City shall pay to the Contractor for the performance of the Work, subject to any additions or deductions provided herein through an authorized change order, in current funds at the contract price of «dollar_print» (\$«contract_amt».00). This amount is the base bid reflected on the bid sheet.

In addition, the City will provide «dumpsters» 40 YD³ dumpsters/roll-off containers for completion of this project.

The City does not assume any responsibility that the final quantities shall remain in strict accordance with quantities estimated by the Contractor. The Contractor shall not plead misunderstanding or deception because of these quantities, or because of the character, location, or other conditions pertaining thereto. Any changes or quantities approved by change order will be paid at the contract unit price as submitted on the bid sheet or as otherwise agreed upon by the parties.

A. The Office of the Building Commissioner shall furnish two (2) inspections: first inspection of the excavation or hole after initial demolition; final inspection of the final grade. There is no cost to the contractor for these

1 inspections. After final inspection and acceptance by the City of all Work,
2 the Contractor shall prepare an invoice for final payment. Invoices for
3 payment must be submitted with the appropriate project summary sheet
4 and all information requested on the sheet (see Appendix).
5

6 B. The Contractor shall complete the project according to closeout
7 procedures as identified herein and within the Instructions to Bidders for
8 Demolition or Deconstruction Contract and furnish the City releases
9 and/or receipts prior to payment being made to the Contractor. This will
10 include, but is not limited to, releases and/or receipts from all
11 Subcontractors and any persons having performed work or supplied
12 equipment and services to the Contractor. Payments made by the City
13 shall in no way impair the obligations of any surety or sureties furnished
14 under this Contract.
15

16 C. The Contractor will request payment in full after final inspection has been
17 conducted and approved by the Inspector and applicable landfill and other
18 required documentation is submitted to the Project Supervisor verifying
19 the proper disposal of all demolition materials. Copies of inspection
20 reports including inspection of the excavation prior to filling, grade
21 inspection must be signed by a Building Commissioner Inspector and
22 attached to the invoice. Failure to attach all required documents to final
23 invoice could result in delay of payment. No progress payments will be
24 made on contracts under Twenty Thousand Dollars (\$20,000.00).
25

26 Request for final payment must include the applicable project summary
27 sheet and all information requested on the sheet.
28

29 **3. LIQUIDATED DAMAGES.** If actual damages for a delay in Contractor's
30 completion of the Work under this Contract are impossible to determine, the
31 Contractor, and sureties, shall be liable for and shall pay to the City the amount of
32 One Hundred Twenty-five Dollars (\$125.00) as fixed, agreed, and liquidated
33 damages for each calendar day of delay from the stipulated date for completion
34 or as it may be modified until such work is satisfactorily completed. If demolition
35 is completed during cold weather and White Dutch Clover / Annual Ryegrass-
36 seed/straw are to be installed in the spring this work must be complete prior to
37 _____, 20_____. Failure to complete seed/straw installation prior
38 to _____, 20_____ will result in \$50 per day after that date
39 being deducted from the contract price. Reasonable consideration will be given
40 to the weather conditions and the ability to complete the work under this
41 Contract.
42

43 **4. TIME FOR COMPLETION.** The Contractor shall begin the Work after issuance of
44 the Notice to Proceed and the 10-day Notice of Asbestos Abatement has been

1 received by IDEM. The deadline to complete the project is:

2
3 If the Contractor is awarded:

# of Demolitions	Days to Fully Complete
1 – 3	30 days
4 – 8	60 days
8 – 16	90 days
16 – 30	120 days

5
6 NOTE: Section 3 provides for liquidated damages in situations where these
7 deadlines are NOT met.

8
9 Contractor shall email the Project Supervisor at least 48 hours prior to beginning
10 Work with the subject line of the email stating the address of the property, the
11 words "START DATE," and the date Contractor will start work.

12
13 It shall be the responsibility of the Contractor to submit, in writing, a request for
14 extension of the completion date for any natural disaster, bad weather, or other
15 cause which is beyond the control of the Contractor and prevents the completion
16 of the Work within the time period specified. Time spent under a stop work order
17 will not be added to the completion date and is subject to liquidated damages
18 addressed in Section 3 above.

19
20 **5. INITIATION OF WORK.** The Contractor hereby agrees that effective immediately
21 upon issuance of the "Notice to Proceed," which shall be executed by the duly
22 authorized representative(s) of the City, the Contractor shall begin demolition in
23 compliance with the specification, terms, and conditions of this Contract, and
24 shall complete the Work by the Completion Date as provided in Section 4 above.

25
26 **6. PERMITS AND CODE.** The Contractor will obtain, at his or her own expense, all
27 necessary permits, licenses, or notifications required to complete any work and
28 to comply with all building codes, Indiana Department of Environmental
29 Management requirements, and any and all other applicable local, state, and
30 federal laws. Demolition Permits are obtained at the office of the Building
31 Commissioner (765-747-4862) on the 3rd Floor, City Hall. (See Appendix for
32 demolition permit application.)

33
34 **7. CONTRACT TERMINATION.** The City has the right to terminate this Contract and
35 to withhold any amount of payment it deems necessary if the Contractor refuses
36 to comply with the terms, conditions, and specifications of this Contract or is
37 found to be in violation of any Federal, State, or Local law or ordinance.

38
39 **8. INSURANCE.** Work will not begin until the Contractor has obtained the required

1 insurance at its own expense. Such insurance must be approved by the City as to
2 limit, form, and amount. The Contractor will not permit any Sub-contractor to
3 begin work until the same insurance requirements have been complied with by
4 each Sub-contractor. The Contractor or Insurance Company will furnish proof
5 that said insurance is bondable. The scope of work provided in this Contract is
6 for the demolition or deconstruction of one to two story structures. The
7 Contractor's Insurance Coverage must reflect this and provide full coverage for
8 such scope.
9

- 10 a. The type of insurance the Contractor is required to obtain and maintain for the
11 full period of the Contract will be Workers Compensation Insurance,
12 Comprehensive General Liability Insurance, and Builder's Risk "All-Risk"
13 Insurance. If the Contractor or any Sub-contractor claims exemption from the
14 Workers Compensation Insurance requirement based on contract-employee
15 status, a current and valid certificate of exemption issued by the Indiana
16 Department of Revenue and duly stamped by the Worker's Compensation Board
17 of Indiana will need to be submitted to the City (See Appendix).
18
- 19 b. The Contractor will carry or require that there be carried Manufacturer's and
20 Contractor's Public Liability Insurance with limits of \$100,000/\$300,000 to the
21 City of Muncie, Contractor, or its Sub-contractor against claims for injury to death
22 of one or more persons due to fire, explosion, and all other accidents which may
23 occur or result from operations under this Contract on or off the premises. Such
24 insurance will cover the use of all equipment, hoists, and motor vehicles on the
25 site or going to and from the site.
26
- 27 c. Each and every employee of the Contractor and the Sub-contractor are exclusive
28 employees of the Contractor or Sub-contractor.
29
- 30 d. The Contractor will name the City as an additional insured and indemnify and
31 hold the City harmless on all aspects of the performance of this Contract.
32
- 33 e. The Contractor will furnish evidence of Insurance providing the following
34 coverage and limits:
35

Coverage	Limits
Comprehensive General Liabilities (including Contractual)	\$500,000 each person \$500,000 each accident \$1,000,000 aggregate
Property Damage	\$500,000 each person \$1,000,000 aggregate Or \$500,000 CSL Bodily Injury

	And Property Damage
Workers Compensation	Statutory
Employer's Liability	\$250,000
Automobile Liability/Bodily Injury	\$500,000 each person \$500,000 each accident
Umbrella	\$1,000,000

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9. WITHHELD PAYMENTS. The City shall withhold from any amount otherwise due to the Contractor as necessary to protect the City against any amounts due from the Contractor to any Subcontractors or material dealers for work performed or materials furnished by them. It is the obligation of the Contractor to satisfy all legitimate claims for payment to Subcontractors, laborers, material suppliers, and those performing services on the project. However, should the Contractor fail in this obligation, the amount withheld by the City may, in the City's absolute discretion, distribute these amounts directly to the party holding a legitimate claim for said payment. The foregoing provision shall be construed solely for the benefit of the City and will not require the City to determine or adjust any claims or disputes between the Contractor and his/her Subcontractors or material dealers or to withhold any moneys for their protection unless the City elects to do so. The failure to withhold amounts from the Contractor to fully pay the claims by Contractor's Subcontractors and suppliers shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

10. DOCUMENTS COMPRISING CONTRACT. The documents comprising this Contract shall include all terms, conditions, obligations, and promises contained in this Contract for Demolition document together with the following additional documents:

- (a) Instructions to Bidders for Demolition or Deconstruction Contract;
- (b) Scope of Work with project specification(s) and any amendments, alternates or addendums approved;
- (c) Bid response submitted by the Contractor, thereafter awarded by the City;
- (d) Notice to Bidders for Deconstruction or Demolition Contract
- (e) State Board of Accounts Form 96 and/or Form 96A or other financial statement as specified in Instructions to Bidders;
- (f) Other document(s) as agreed upon by the parties
(list): _____

11. CONFLICT OF INTEREST. The Contractor will abide by the provision that no member, officer, or employee of the City, or its designees or agents, no member

1 of the governing body of the City in which the project is situated, and no other
2 public official of such locality or localities, who exercises any functions or
3 responsibilities with respect to the program during the tenure or for one (1) year
4 thereafter, shall have any direct or indirect interest in any contractor,
5 subcontractor, or the proceeds thereof, financed in whole or part with the City.
6

7 **12. INITIATION OF WORK.** The Contractor hereby agrees that effective immediately
8 upon issuance of the "Notice to Proceed", which shall be executed by the duly
9 authorized representative(s) of the City, the Contractor shall begin Work in
10 compliance with the specification, terms, and conditions of this Contract, and
11 shall complete the Work by the Completion Date as provided in Paragraph 4
12 above.
13

14 **13. CHANGE IN SCOPE OF PROJECT.** The City reserves the right to re-bid any
15 of this project when alterations of design or the scope of the work is expanded to
16 such a degree that additional costs are anticipated to exceed 10% of the Contract
17 amount.
18

19 **14. CHANGE ORDERS.** Contractor will not be allowed any extra compensations by
20 reason of any matter or thing with which said bidder might have fully acquainted
21 himself/herself because of his/her failure to have so acquainted himself/herself
22 prior to the bidding. No change order will be recognized without prior approval of
23 the City. If the Contractor performs any work prior to receiving approval of the
24 City, any such work will be at his/her own expense, and the City shall not consider
25 any request for reimbursement.
26

27 **15. PERCENTAGE OF WORK TO BE PERFORMED BY PRIME CONTRACTOR.** At
28 51% of this Contract must be performed by the Prime Contractor with whom this
29 Contract is made.
30

31 **16. COMPLIANCE WITH EXECUTIVE ORDER 11246.** During the performance of
32 Contract, the Contractor agrees as follows:
33

34 A. The Contractor will not discriminate against any employee or applicant
35 because of race, color, age, religion, sex, sexual orientation, gender
36 identity, disability, ancestry, national origin, or United States military
37 service veteran status. The Contractor will take affirmative action to
38 ensure that applicants are employed and that employees are treated,
39 during employment, without regard to their race, color, age, religion, sex,
40 sexual orientation, gender identity, disability, ancestry, national origin, or
41 United States military service veteran status. Such action shall include, but
42 not be limited to the following: employment, upgrading, demotion or
43 transfer; recruitment advertising, layoff or termination, rates of pay or
44 other forms of compensation, and selection for training including

1 apprenticeship. The Contractor agrees to post in conspicuous places
2 available to employees and applicants for employment, notices to be
3 provided setting forth the provisions of this nondiscrimination clause.
4

5 B. The Contractor will in all solicitations or advertisements for employees
6 placed by or on behalf of the Contractor, state that all qualified applicants
7 will receive consideration for employment without regard to race, color,
8 age, religion, sex, sexual orientation, gender identity, disability, ancestry,
9 national origin, or United States military service veteran status.

10
11 C. The Contractor will send to each labor union or representative of workers
12 with which he has a collective bargaining agreement of other contract or
13 understanding, a notice advising the said labor union or worker's
14 representatives of the commitments under this section and shall post
15 copies of the notice in conspicuous places available to employees and
16 applicants for employment.
17

18 D. The Contractor will comply with all provisions of Executive Order 11246 of
19 September 24, 1965, and of the rules, regulations and relevant orders of
20 the Secretary of Labor. No segregated facilities will be maintained as
21 required by Title VI of Civil Rights Acts of 1964.
22

23 E. The Contractor will furnish all information and reports required by
24 Executive Order 11246 of September 24, 1965, and by rules, regulations
25 and orders of the Secretary of Labor, or pursuant thereto, and by will
26 permit access to his/her books, records, time cards, and accounts by the
27 administering agency and by the Secretary of Labor for the purposes of
28 investigation to ascertain compliance with such rules, regulations and
29 orders.
30

31 F. In the event of the Contractor's non-compliance with the non-
32 discriminatory clauses of this Contract or with any applicable rules,
33 regulations or orders, this Contract may be canceled, terminated, or
34 suspended, in whole or in part, and the Contractor may be declared
35 ineligible for further City contracts or Federally assisted construction
36 contracts in accordance with procedures authorized in Executive Order
37 11236 of September 24, 1965. These non-discrimination provisions will
38 be binding upon each subcontractor or vendor engaged by Contractor.
39 The Contractor will take such action with respect to any subcontract or
40 purchase order as the administering agency may direct as a means of
41 enforcing such provisions, including sanctions for noncompliance;
42 provided, however, in the event a Contractor becomes involved in, or is
43 threatened with, litigation with a subcontractor or vendor as a result of
44 such direction by the administering agency, the Contractor may request

1 the United States to enter into such litigation to protect the interests of the
2 United States.
3

4 **17. COMPLIANCE WITH ILLEGAL IMMIGRATION REFORM AND IMMIGRATION**
5 **RESPONSIBILITY ACT.** Contractor understands and agrees that it is required to
6 enroll in and verify the work eligibility status of all employees hired after the date
7 of this contract through the E-verify program. This requirement shall be waived if
8 the E-Verify program ceases to exist. For the purposes of this paragraph, the E-
9 Verify program means the electronic verification of work authorization program
10 of the Illegal Immigration Reform and Immigration Responsibility Act of 1996
11 (P.L. 104-208), Division C, Title IV, s. 403 (a), as amended, operated by the United
12 States Department of Homeland Security or a successor work authorization
13 program designated by the United States Department of Homeland Security (or a
14 successor work authorization program designated by the United States
15 Department of Homeland Security) or other federal agency authorized to verify
16 the work authorization status of newly hired employees under the Immigration
17 Reform and Control Act of 1986 (P.L. 99-603). An authorized representative of
18 the Contractor has signed the affidavit attached hereto concerning the
19 employment of unauthorized aliens.
20
21
22

SAMPLE

ACKNOWLEDGMENT

THIS AGREEMENT, together with all documents so identified, forms the Contract between the parties.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed on the day and year first above written.

MUNICIPALITY

Name: Gretchen Cheesman
Title: Director
Department: Office of Community Development
Company: Signature:
Signature: _____

Date: _____

SUBRECIPIENT

Name:
Title:
Signature: _____

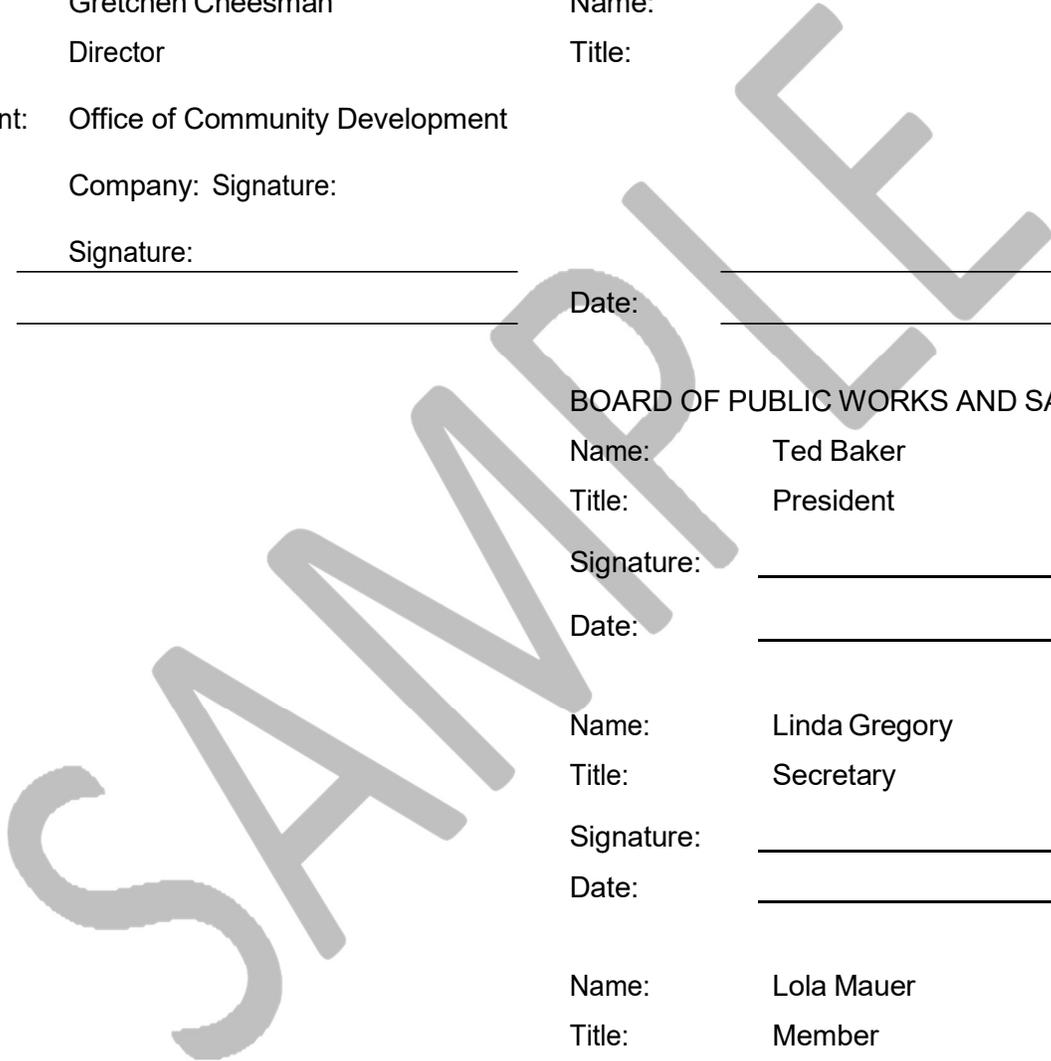
Date: _____

BOARD OF PUBLIC WORKS AND SAFETY

Name: Ted Baker
Title: President
Signature: _____
Date: _____

Name: Linda Gregory
Title: Secretary
Signature: _____
Date: _____

Name: Lola Mauer
Title: Member
Signature: _____
Date: _____



SCOPE OF WORK

CONTROL OF WORK

1. All work performed and materials furnished shall be in conformance with the MUNCIE MUNICIPAL CODES.
2. COOPERATION WITH SUBRECIPIENT: The Contractor shall notify the subrecipient contact prior to work notifying of when work will begin.
3. No additional allowance or compensation of any kind will be made on this contract for any delay, inconvenience or suspension of, construction caused by the work or relocation and/or reconstructing the existing facilities either at a temporary location or at their permanent location by any utility companies involved, except as otherwise provided for herein.
4. INCREASED OR. DECREASED QUANTITIES OF WORK: The right is reserved for the Project Supervisor to make such alterations in the plans, or in the character or quantity of the work, as may, be necessary or desirable from time to time during the progress of the work. In this specification a major contract item shall be construed to be any item in the proposal constituting more than 5 percent of the amount of the contract, and a minor contract item shall be construed to be any item in the proposal constituting 5 percent or less of the amount of the contract.
5. No single major contract item shall be changed more than 10 percent from, the, original contract quantity without a negotiated unit price having been agreed upon for the item involved. Any minor item may be decreased by any amount, or may be increased not to exceed 5 percent of the total amount of the contract without a negotiated unit price having been agreed upon for the item involved.
6. Such alterations shall not be considered a waiver of any conditions of the contract or invalidate any of the provisions thereof. Should any alterations in the plans, as described above, result in an increase or decrease in the quantities of work to be performed, the Contractor shall accept payment in full at the contract unit prices for the actual quantities of work done except that, should any such alteration directly cause the loss of any work or material already furnished by the Contractor under the terms of the original contract, he shall be reimbursed for the actual cost of such work or of salvaging such materials. Any such materials may, at the option of the Owner be purchased at its actual cost to the Contractor.
7. Should any increase or decrease in any contract item be greater than provided above, the contract unit price shall be negotiated prior to performance of the work involving such item. The negotiation shall be based on the portion of any major item over or under 10 percent of the contract quantity of such item, and on that portion of any minor item exceeding 5 percent of the total amount of the contract. In the event the parties cannot agree upon a negotiated unit price, the Owner may require the Contractor to do such work on a "Force Account" basis.

TASKS TO BE COMPLETED AND OTHER INFORMATION:

8. Obtain demolition permit from the office of the Building Commissioner.
9. Examine Contract Documents and demolition/deconstruction site to acquaint themselves with the conditions under which the work is to be performed, the existence of obstacles which may be encountered above ground or underground, and all other relevant matters concerning work to be performed. There will not be allowed any extra compensation by reason of any matter or issue which said Contractor might have fully acquainted him/herself because of his/her own failure to inspect.
10. Contractors enter the structures at their own risk and indemnify and hold harmless the City from any incident. If a Contractor enters a structure that is boarded up, the Contractor is responsible for replacing the boards and securing the structure.
11. For Deconstruction Contractors: recycle or reclaim significant quantities of waste from deconstruction projects. Documentation of the amount of materials diverted from the landfill by weight and/or volume is important to the continuation of the deconstruction program.
12. Remove all buildings and/or structures from the specified lot unless otherwise noted, agreed to, and reflected in the Contract for Demolition/Deconstruction.
13. Remove basement or foundation walls completely; crack basement floor sufficiently to allow water to drain through. If the building is on a slab, the slab should be removed completely.
14. Remove all steps, sidewalks, driveways, retaining walls, foundations, slabs or other miscellaneous concrete or stone on the lot, EXCLUDING the sidewalk that runs adjacent to the street if one exists. In addition, the Contractor shall take care to protect all public sidewalks, curbs, alleys, or streets. Any damage to such is the responsibility of the Contractor to repair or replace.
15. Fill shall be a suitable compactable fill such as pit run, bank run gravel or compactable clay material. Fill material shall be free of debris, perishable or combustible material, sod, vegetation, roots, frozen earth or stones larger than six inches in circumference.
 - a. Hard/clean fill MAY NOT be used for fill.
 - b. Do not set dumpsters on the sidewalk! This has been a problem in the past. Contractors are required to submit before and after (where all dumpsters have been removed) photos of the sidewalk at each site with invoice. Phone photos are not acceptable; photos must be printed out for inclusion in the City's file. Dumpsters may be placed in the street IF Contractor obtains a permit from the Street Department. The daily fee for such permit shall be waived, however, the dumpsters need to be placed on the site if at all possible.

- c. The Contractor will take care to protect all public sidewalks, curbs, alleys, or streets. Any damage to such is the responsibility of the Contractor to repair or replace.
 - d. Clean fill (bricks, cement blocks, concrete, and stone) must be kept separate from demolition debris and deposited in clean fill dumpsters or removed to an approved hard fill site as indicated on the bid sheet. Tires must be disposed of separately at East Central Recycling. Contractors must obtain a receipt at time of disposal (copy of household hazardous waste sheet) noting the number of tires surrendered. This receipt must be submitted with final payment.
 - e. Cover excavated area with four inches (4") of topsoil and grade lot to conform to existing elevations on adjacent properties. Where basements were removed, install fill to six inches (6") above grade over the building footprint and taper to existing grade to allow for settling. The graded site shall neither drain onto adjacent properties nor shall water pool on the site. If settling does occur Contractor may be required to install extra dirt and re-grade the site in keeping with the one (1) year warranty.
16. Disturbed areas of the lot must be seeded with a White Dutch Clover / Annual Ryegrass mix and straw-covered. The-seed mix and straw must be installed prior to requesting final inspection. The-seed and straw can be installed in the Winter months if the lot is not snow covered, however if there is no growth from the seeds in the Spring, Contractor may be required to reinstall the White Dutch Clover-/ Annual Ryegrass seed mix and straw in keeping with the one (1) year warranty.
- a. Seed specifications for White Dutch Clover and Annual Ryegrass are provided in MAPS & PHOTOGRAPHS.
 - b. A ratio of 1-part White Dutch Clover to 1-part Annual Ryegrass shall be used to seed the area.
 - c. Sow seed mix at a total rate of twenty (20) pounds of seed mix per acre.
17. Remove dead trees including root ball on the lot or in the tree/lawn/right-of-way between the sidewalk and street. Contact the Building Commissioner's Office for tree removal in right-of-way that may cause any additional work to sidewalk or street. Any live tree over 12 inches (12") in circumference is not to be disturbed with the exception of Tree of Heaven tree variety which shall be removed. Remove all vegetation and debris between trees remaining on the site. Any stumps on the lot or in the tree/lawn/public right-of-way between the sidewalk and street shall be removed or ground out.
18. Remove any trash, junk, tires, miscellaneous vehicles, trailers, scrap, and random vegetation or weeds on the lot prior to completion of demolition work. Prior to final inspection any undisturbed areas shall be mowed to show that all junk and trash have been removed from the premises.

19. The demolition debris shall be kept wet to eliminate dust. The Contactor shall make arrangements with the water company to get water to the site if necessary.
20. Any retaining wall shall be removed and the embankment re-graded to a 45-degree (45°) angle or less. If it is evident that a retaining wall existed, was not removed, and the lot has not been re-graded then re-grading of the lot is required. Do not disturb retaining walls of adjacent property owners. Where retaining walls have been removed and the embankment has been re-graded the incline shall be covered with White Dutch Clover / Annual Ryegrass-seeded-straw-mat or coconut mat, secured to the sloped area. The remainder of the lot must be White Dutch Clover-/ Annual Ryegrass seeded and straw-covered. The seed and straw must be installed prior to requesting final inspection.
21. All fencing, including chain link, shall be removed from the front and rear of the site. If it can be determined that the fence belongs to the house being demolished (i.e.; adjacent properties have no fence except on a common line between the adjacent property and the property to be demolished) then all fencing shall be removed. Any preferences expressed by adjacent property owners regarding fence removal on common boundary lines should be accommodated.
22. The Contractor at all times of the year shall take special measure to prevent spillage of chemicals, fuels, oils, greases, bituminous materials, waste water, waste washing water, herbicides, and surface drainage from entering the site sewers or public water.
23. Vacated sewer laterals must be plugged and sealed.
24. It is the Contractor's responsibility to determine if there are cisterns on the property prior to bidding. If a cistern is located, contact the Muncie Sanitary District Engineering Department at (765) 747-4879 to determine if more than one home is connected to the cistern. If more than one home is connected to the cistern, the cistern is not to be disturbed. Otherwise, the cistern should be treated like a vacated septic tank and filled with sand.
25. Any collateral damage to neighboring or abutting property must be ameliorated including repairs and or replacement of any damaged public improvements or infrastructure.
26. The Building Commissioner's office will provide three inspections free of charge. To schedule inspections, contact the Building Commissioner's office at 765-747-4862.
 - a. **FIRST INSPECTION** is of the excavated site/hole. The Building Commissioner's office must inspect the excavated site PRIOR to any fill being installed on the site in a basement or crawlspace or following removal of the slab. At the time the inspection is conducted, all debris and dumpsters must be removed from the site.
 - b. **SECOND INSPECTION** is of the graded lot. No bricks, boards, glass, etc. shall remain onsite, and the lot should be ready for installation of seed mix and straw at the time of this inspection. It is recommended that you call for this inspection PRIOR to removing equipment from the site.

- c. COLD WEATHER GRADING AND SEEDING: Final grading and seeding may be delayed until warmer weather. The amount of \$750 will be withheld until this work is complete.
- 27. Please note that work completed is guaranteed for one (1) year from final payment. Mud needs to be prevented from covering and removed from the sidewalks during heavy rains that occur between the time seed is installed and White Dutch Clover / Annual Ryegrass grows. It is Contractor's responsibility for removing mud from sidewalks if necessary during the one (1) year warranty period. In addition, if White Dutch Clover / Annual Ryegrass doesn't grow on the lot then the Contractor may be asked to replant this White Dutch Clover / Annual Ryegrass.
- 28. Sites over one (1) acre in size must have an approved storm water pollution prevention plan pursuant to Muncie Sanitary District Resolution 2006-12. Sites under one (1) acre are required to minimize sedimentation and other pollutants leaving the site. This includes dirt and mud.

MAPS & PHOTOGRAPHS



918 W 1ST ST



1007 E 7TH ST



125 W 8TH ST



1209 W 15TH ST



2408 E 16TH ST



1430 E 26TH ST



526 N BENNETT



1600 S BIRCH



1004 N BRADY ST



1007 N CENTRAL



1007 W CHARLES ST



1803 W CHARLES ST



1605 E CORNELL



601 S COUNCIL



517 S ELLIOTT ST



317 E GILBERT



3014 S GRANT ST



1508 S HIGH ST



2024 E HIGHLAND



2109 N HOLLYWOOD



2417 S HOYT AVE



2016 N JANNEY



3305 N JEFFERSON ST



2604 S MACEDONIA AVE



3600 E MANOR



413 S MONROE



901 S PEN ST



3015 S PERSHING



523 S PROUD ST

WHITE DUTCH CLOVER

LOT NO: L209-20-57



L 2 0 9 - 2 0 - 5 7

VARIETY Variety Not Stated

PURE SEED:	99.80 %
CROP SEED:	0.00 %
INERT MATTER:	0.20 %
WEED SEED:	0.00 %
NOXIOUS WEED SEED:	None Claimed
GERMINATION:	70.00 %
HARD SEED:	20.00 %
DORMANT SEED:	0.00 %
ORIGIN:	OR
TEST DATE:	01/2021

THE CISCO COMPANIES
 INDIANAPOLIS IN 46219-4936
 Net Weight: 50 Pounds (22.68 Kg)



9 C W D R A W

Notice to Buyer: We warrant that seeds or bulk shown on this order have been labeled as required under State and Federal Seed Laws and that they conform to the label description. We make no other or further warranty, expressed or implied. No liability hereunder shall be accrued unless the buyer or user reports to the warrantor within a reasonable period after discovery of any condition that might lead to a complaint. Our liability on this warranty is limited in amount to the purchase price of the seeds or bulk.

NOTICE OF REQUIRED ARBITRATION

Under the seed laws of Indiana and some other state, arbitration is required as a precondition of maintaining certain legal action, counterclaim, or defense against a seller of seed. Information about this requirement, where applicable, may be obtained from a state's seed commissioner, commissioner of agriculture, or chief agricultural official.

White Dutch Clover specifications

Annual Ryegrass specifications

WINTERHAWK ANNUAL RYEGRASS

LOT NO: L121-20-W4



L 1 2 1 - 2 0 - W 4

PURE SEED:	99.04 %
CROP SEED:	0.00 %
INERT MATTER:	0.80 %
WEED SEED:	0.16 %
NOXIOUS WEED SEED:	None Claimed
GERMINATION:	85.00 %
HARD SEED:	0.00 %
DORMANT SEED:	0.00 %
ORIGIN:	OR
TEST DATE:	01/2021

THE CISCO COMPANIES
 INDIANAPOLIS IN 46219-4936
 Net Weight: 50 Pounds (22.68 Kg)



9 A N N W H

Notice to Buyer: We warrant that seeds or bulk shown on this order have been labeled as required under State and Federal Seed Laws and that they conform to the label description. We make no other or further warranty, expressed or implied. No liability hereunder shall be accrued unless the buyer or user reports to the warrantor within a reasonable period after discovery of any condition that might lead to a complaint. Our liability on this warranty is limited in amount to the purchase price of the seeds or bulk.

NOTICE OF REQUIRED ARBITRATION

Under the seed laws of Indiana and some other state, arbitration is required as a precondition of maintaining certain legal action, counterclaim, or defense against a seller of seed. Information about this requirement, where applicable, may be obtained from a state's seed commissioner, commissioner of agriculture, or chief agricultural official.

APPENDIX

BID FOR DEMOLITION USING OWN EQUIPMENT TO
TRANSFER WASTE TO LANDFILL FORM

BID FOR DEMOLITION USING ROLL-OFF
CONTAINERS/DUMPSTERS FORM

NON-COLLUSION AFFIDAVIT

AFFIDAVIT CONCERNING EMPLOYMENT OF
UNAUTHORIZED ALIENS

CERTIFICATE OF NON-SEGREGATED FACILITIES

CERTIFICATION REGARDING DEBARMENT,
SUSPENSION,

AND OTHER RESPONSIBILITY
MATTERS DEMOLITION PROJECT

SUMMARY SHEET DEMOLITION
APPLICATION

HOUSEHOLD HAZARDOUS WASTE

WCE-1 APPLICATION FOR WORKER'S COMPENSATION

RIGHT-OF-WAY USE PERMIT

CITY OF MUNCIE VENDOR INFORMATION

IRS FORM W-9

DEMOLITIONS USING OWN EQUIPMENT

**BID FOR DEMOLITION USING OWN EQUIPMENT TO
TRANSPORT WASTE TO LANDFILL**

Name: _____ Email _____

an individual a partnership a corporation

Mailing Address: _____ Agent: _____

City, State, Zip: _____ Federal ID or SSN _____

Phone: _____ Fax: _____ Cell: _____

The values below must be specific. Ranges (e.g. 8-10) will be interpreted at the highest value! ALL BLANKS AND CHECK-BOXES ON THIS FORM MUST BE COMPLETED. WRITE 'NO BID' IF NOT BIDDING ON A PROPERTY

column headings defined on page 4		A	B	C	D	E
	PROPERTY ADDRESS	BASE BID	YD ³ C & D WASTE TOTAL	YD ³ C & D WASTE TOTAL x \$ 13.30	BID TOTAL (A + C)	DAYS TO COMPLETE
1	918 W 1 ST ST				\$	
2	1003 E 7 TH ST				\$	
3	125 W 8 TH ST				\$	
4	1209 W 15 TH ST				\$	
5	2408 E 16 TH ST				\$	
6	1430 E 26 TH ST				\$	
7	526 N BENNETT				\$	
8	1600 S BIRCH				\$	
9	1004 S BRADY				\$	
10	1007 N CENTRAL				\$	
11	1007 W CHARLES				\$	
12	1813 W CHARLES				\$	
13	1605 E CORNELL				\$	
14	601 S COUNCIL				\$	

DEMOLITIONS USING OWN EQUIPMENT

		A	B	C	D	E
	PROPERTY ADDRESS	BASE BID	YD³ C & D WASTE TOTAL	YD³ C & D WASTE TOTAL x \$ 13.30	BID TOTAL (A + C)	DAYS TO COMPLETE
15	517 S ELLIOTT				\$	
16	317 E GILBERT				\$	
17	3014 S GRANT ST				\$	
18	1508 S HIGH ST				\$	
19	2024 E HIGHLAND				\$	
20	2109 N HOLLYWOOD				\$	
21	2417 S HOYT AVE				\$	
22	2016 N JANNEY				\$	
23	3305 N JEFFERSON				\$	
24	2604 S MACEDONIA AVE				\$	
25	3600 E MANOR				\$	
26	1413 S MONROE				\$	
27	901 S PENN ST					
28	3015 S PERSHING					
29	523 S PROUD					
30						
31						
32						
33						
34						
35						

DEMOLITIONS USING OWN EQUIPMENT

Contact information for hardfill disposal site
Name _____
Address _____
City State Zip _____
Phone _____

Capacity of truck(s) that your firm will use to haul C & D to landfill
Truck 1 _____ CY ³
Truck 2 _____ CY ³
Truck 3 _____ CY ³

UNIT PRICES FOR USE WITH CHANGE ORDERS ONLY:	
Provide and install clean backfill	\$ _____ /truckload
Provide and install clean sand	\$ _____ /truckload
Removal of hardfill, construction/demolition debris, unsuitable fill, cistern	\$ _____ /truckload

Note: additional information that <i>MUST</i> be submitted with this bid is enumerated in Article 5 of Clearance Contract Instructions to Bidders
--

I acknowledge receipt of the following addenda (number and date): _____
 Subcontractor Name, _____ Address, _____ Phone _____
 Subcontractor Name, Address, Phone _____

I/my firm will will not be using subcontractor(s) on this job. Subcontractor information must be attached.

By signing below, I acknowledge I have examined the site and understand the "Clearance Contract," "Clearance Contract Instructions to Bidders," and "Specifications/Scope of Work"

Signature _____
 Title _____

Date _____

CY³ = CUBIC YARD

DEMOLITIONS USING OWN EQUIPMENT

C & D = CONSTRUCTION & DEMOLITION WASTE

TRUCKING BID SHEET

COLUMN A	BASE BID = COST TO COMPLETE JOB LESS C & D DISPOSAL COST; INCLUDES COST OF HARD FILL DISPOSAL
COLUMN B	TOTAL CUBIC YARDS OF C & D WASTE
COLUMN C	TOTAL CUBIC YARDS OF C & D WASTE X \$13.30
COLUMN D	BID TOTAL = COST TO COMPLETE JOB INCLUDING ALL DISPOSAL COSTS
COLUMN E	DAYS NEEDED TO COMPLETE ALL WORK AT THIS SITE

BID FOR DEMOLITION USING ROLL-OFF CONTAINERS/DUMPSTERS

Name: _____ **Email:** _____
 an individual a partnership a corporation
Mailing Address: _____ **Agent:** _____
City, State, Zip: _____ **Federal ID or SSN** _____
Phone: _____ **Fax:** _____ **Cell:** _____

The values below must be specific. Ranges (e.g. 8-10) will be interpreted at the highest value!

ALL BLANKS AND CHECK BOXES ON THIS FORM MUST BE COMPLETED. WRITE " NO BID" IF NOT BIDDING ON A PROPERTY

column headings defined on p. 4		A	B	C	D	E	F	G
	PROPERTY ADDRESS	BASE BID	# C & D DUMPSTERS	YD ³ C & D WASTE TOTAL	YD ³ C & D WASTE TOTAL x \$13.30	(B x \$150) PER DUMPSTER	BID TOTAL (A+D+E)	DAYS TO COMPLETE
1	918 W 1 ST ST						\$	
2	1003 E 7 TH ST						\$	
3	125 W 8 TH ST						\$	
4	1209 W 15 TH ST						\$	
5	2408 E 16 TH ST						\$	
6	1430 E 26 TH ST						\$	
7	526 N BENNETT						\$	
8	1600 S BIRCH						\$	
9	1004 S BRADY						\$	
10	1007 N CENTRAL						\$	
11	1007 W CHARLES						\$	
12	1813 W CHARLES						\$	
13	1605 E CORNELL						\$	
14	601 S COUNCIL						\$	

DEMOLITIONS DUMPSTER BID FORM

		A	B	C	D	E	F	G
	PROPERTY ADDRESS	BASE BID	# C & D DUMPSTERS	YD ³ C & D WASTE TOTAL	YD ³ C & D WASTE TOTAL x \$13.30	(B x \$150) PER DUMPSTER	BID TOTAL (A+D+E)	DAYS TO COMPLETE
15	517 S ELLIOTT						\$	
16	317 E GILBERT						\$	
17	3014 S GRANT ST						\$	
18	1508 S HIGH ST						\$	
19	2024 E HIGHLAND						\$	
20	2109 N HOLLYWOOD						\$	
21	2417 S HOYT AVE						\$	
22	2016 N JANNEY						\$	
23	3305 N JEFFERSON						\$	
24	2604 S MACEDONIA AVE						\$	
25	3600 E MANOR						\$	
26	1413 S MONROE						\$	
27	901 S PENN ST						\$	
28	3015 S PERSHING						\$	
29	523 S PROUD						\$	
30							\$	
31							\$	
32							\$	
33							\$	
34							\$	
35							\$	
36							\$	
37							\$	

DEMOLITIONS DUMPSTER BID FORM

Contact information for hardfill disposal site
Name
Address
City State Zip
Phone

CUBIC YARD (YD ³) OR TRUCKLOAD UNIT PRICES FOR USE WITH CHANGE ORDERS ONLY			
Provide and install clean backfill	\$	/truckload	
Provide and install clean sand	\$	/truckload	
Removal of hardfill, unsuitable fill	\$	/truckload	\$_____/20YD ³
Removal of construction/demolition debris	\$	n/a /truckload	\$_____/20YD ³ \$_____/30YD ³ \$_____/40YD ³
Removal of transite siding	\$	/square foot	
Removal of transite pipe	\$	/linear foot	

I/my firm will will not be using subcontractor(s) on this job. Subcontractor information must be attached to this bid.

Subcontractor Name, Address, Phone _____

Subcontractor Name, Address, Phone _____

I acknowledge receipt of the following addenda (number and date) _____

By signing below I acknowledge I have examined the site and understand the "Clearance Contract," "Clearance Contract Instructions to Bidders," "Specifications/Scope of Work" and "Legal Notice"

Signature _____

Title _____

Date _____

Note: additional information that MUST be submitted with this bid is enumerated in Article 5 of Clearance Contract Instructions to Bidders

DEMOLITIONS DUMPSTER BID FORM

CY³ = CUBIC YARD

C & D = CONSTRUCTION & DEMOLITION WASTE

DUMPSTER BID SHEET

- | | | |
|--------|---|--|
| COLUMN | A | BASE BID = COST TO COMPLETE JOB INCLUDING COST OF HARDFILL DISPOSAL LESS C & D DISPOSAL COST |
| COLUMN | B | NUMBER OF C & D DUMPSTERS NEEDED TO COMPLETE THIS JOB |
| COLUMN | C | TOTAL CUBIC YARDS OF C & D WASTE |
| COLUMN | D | TOTAL CUBIC YARDS OF C & D WASTE X \$13.30 |
| COLUMN | E | NUMBER OF C & D DUMPSTERS TIMES \$150/DUMPSTER (TRANSPORTATION COST) |
| COLUMN | F | BID TOTAL = COST TO COMPLETE JOB INCLUDING ALL DISPOSAL COSTS |
| COLUMN | G | DAYS NEEDED TO COMPELTE ALL WORK AT THIS SITE ACCORDING TO SPECIFICATION |

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 into any 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 induce 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.

He 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 affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated at _____ this ____ day of _____, 20 ____.

Name of Organization

Authorized Signature/Title

State of _____

City/County of _____ SS:

The foregoing instrument was acknowledged before me this ____ day of _____, 20 ____, by _____.

Notary Public

My Commission expires: _____.

AFFIDAVIT CONCERNING EMPLOYMENT OF UNAUTHORIZED ALIENS

I am a duly authorized officer of _____. (“Contractor”) and I hereby certify that as of the date of this Affidavit, Contractor does not employ any “unauthorized aliens” as that term is defined in 8 U.S.C 1324a(h)(3).

I AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FOREGOING REPRESENTATIONS ARE TRUE AND ACCURATE.

Date: _____

By: _____

Printed Name: _____

NOTE: 8 U.S.C 1324a(h)(3) defines an unauthorized alien as an alien that is not at the time of employment either (a) an alien lawfully admitted for permanent residence, or (b) authorized to be so employed by this chapter or by the Attorney General.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
& OTHER RESPONSIBILITY MATTERS**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
 - B. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph 1.b. of this certification; and
 - D. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

CERTIFICATE OF NON-SEGREGATED FACILITIES

The Company certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Company certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit control where segregated facilities are maintained. The Company agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from contracts with the Department of Community Development. As used in this certification, the "segregated facilities" means any wait in rooms, work area, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, transportation, and housing facilities provided for employees which are segregated by directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Company agrees that (except obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

Company Name

Company Address

City, State, Zip

Authorized Signature / Date

Title

Firm Name: _____

Project Address: _____

staff
check-off

Attach to invoice in the following order:

- 1 Invoice
- 2 Page 1 of Contract
- 3 Bestway Rolloff Ticket Report
- 4 Inspection 1: hole/excavation
- 5 Inspection 2: Grade
- 6 Inspection 3: Seed/Straw Final
- 7 Hardfill Disposal Ticket
- 8 Clean fill Ticket
- 9 Before sidewalk photos
- 10 After sidewalk photos
- 11 Copy of Household Hazardous Waste Form(s) from ECR



Dumpster Use Summary

_____ # dumpsters bid
 _____ # dumpsters used
 _____ net **over** or **under** (circle one if answer is not 0)

_____ I have deducted from my invoice the cost
 (tonnage + delivery fee) of dumpsters used
OVER the number bid.

Example: if 6 dumpsters were bid and 8 used on the job, the cost of the 7th and 8th dumpsters (as reflected on the Bestway Rolloff Ticket Report) are deducted from the invoiced amount AND shown as a deduction line item on the invoice.
--

DEMOLITION APPLICATION

Permit # _____

- 1) Address of Building: _____
If building has multiple addresses: Lowest # _____ Highest # _____
- 2) Owner of Property: _____
Mailing Address: _____

Telephone #: _____
- 3) Height of structure: _____ 4) Number of stories: _____
- 5) Square footage of building: _____
- 6) Type of structure: a) accessory: _____ b) detached garage: _____
c) residence: _____ # of units: _____
d) commercial: _____ State Release: Yes _____ No _____
- 7) Landfill: _____
- 8) Reason for demolition: _____

**** CONTRACTOR/OWNER INFORMATION:**

If a contractor has been hired to do the work for which this permit is requested, contractor must have active bond on file. If owner of property, acting as contractor, must have personal bond on file.

- A) Demolition contractor business name: _____
B) Mailing address: _____
C) Telephone #: _____ Cell #: _____

I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE

Applicant (Print name): _____

Applicant Signature: _____ Date: _____

DEMOLITION REQUIREMENTS

- Remove basement or foundation walls completely and crack basement floor sufficiently to allow water to drain through. If the building is on a slab the slab should be removed completely.
- Remove all steps, sidewalks, driveways and retaining walls, excluding the sidewalk that runs adjacent to the street if one exists.
- Hard fill may NOT be used for fill in the bottom of the hole. Fill shall be a suitable compactable fill such as pit run, back run gravel or compactable clay material.
- The demolition debris must be kept wet enough to prevent dust from emanating from the site. It is the contractor's responsibility to make arrangements with the water company for water from hydrants or to otherwise make arrangements to get water to the site.
- Building commission's office MUST inspect the excavated site prior to ANY fill being installed on the site in a basement, crawlspace or following removal of a slab. At the time the inspection is conducted all debris and dumpsters must be removed from the site.
- Cover with topsoil and grade lot to conform to existing elevations on adjacent properties. The graded site shall not drain onto adjacent properties and nor shall water pool on the site. Second inspection needed at this time for grade.
- Lot MUST be clear of all debris and containers.
- Seed and straw the lot. This must be completed prior to requesting final inspection.

****INSPECTIONS** – Call for inspections Monday – Friday 8:00 a.m. to 4:00 p.m. at 765-747-4862. Permit number is required to schedule inspection, also allow ample time for inspector to work this project into the inspection schedule.

Any re-inspections will be charged an additional \$125.00 fee.

Steve Selvey
City of Muncie
Building Commissioner

HOUSEHOLD HAZARDOUS WASTE

TIRES AND ELECTRONICS

MATERIAL COLLECTION CONTROL SHEET

Please check list of material and amount being discarded:

<u>ITEM</u>	<u>AMOUNT</u>	<u>ITEM</u>	<u>AMOUNT</u>	<u>ITEM</u>	<u>AMOUNT</u>
<input type="checkbox"/> Antifreeze		<input type="checkbox"/> Paint Remover		<u>TIRES</u>	
<input type="checkbox"/> Batteries		<input type="checkbox"/> Paint Thinner		<input type="checkbox"/> On rim	
<input type="checkbox"/> Brake Fluid		<input type="checkbox"/> Pesticides		<input type="checkbox"/> Off rim	
<input type="checkbox"/> Carpet Cleaner		<input type="checkbox"/> Propane Tank		<u>ELECTRONICS</u>	
<input type="checkbox"/> Diesel Fuel		<input type="checkbox"/> Rodent Killer		<input type="checkbox"/> Television	
<input type="checkbox"/> Degreaser		<input type="checkbox"/> Varnishes		<input type="checkbox"/> VCR/DVD	
<input type="checkbox"/> Fertilizer		<input type="checkbox"/> Transmission Fluid		<input type="checkbox"/> Microwave	
<input type="checkbox"/> Cleaners		<input type="checkbox"/> Varnish Remover		<input type="checkbox"/> Computer	
<input type="checkbox"/> Adhesives		<input type="checkbox"/> Wood Stains		Other (list)	
<input type="checkbox"/> Insecticide		Others (list)			
<input type="checkbox"/> Kerosene				<input type="checkbox"/> Refrigerator	
<input type="checkbox"/> Motor Oil				<input type="checkbox"/> Freezer	
<input type="checkbox"/> Latex Paint				<input type="checkbox"/> Air Conditioner	
<input type="checkbox"/> Other Paint					

AGREEMENT:

I agree to hold East Central Recycling and the Muncie Sanitary District harmless from any liability, loss, or damage I may suffer for material, vehicle or other property damage, or for personal injury to my representatives or me while I am on the premises of East Central Recycling.

All HHW must be labeled!!

Print Name: _____

Limit six (6) tires per household annually!!

Address: _____

City: _____

Signature: _____



**WCE-1
APPLICATION FOR WORKER'S COMPENSATION
CLEARANCE CERTIFICATE**

State Form 45899 (R6 / 12-09)

Indiana Department of Revenue / Worker's Compensation Board of Indiana

- INSTRUCTIONS:**
1. Please type or print.
 2. Payment must be made using a money order or certified check.
 3. Mail this completed application and payment to the Indiana Department of Revenue, PO Box 2305, Indianapolis, IN 46204-2305.

Name of independent contractor (last, first)	Name of business	Specified trade						
Address (number and street, city, state, and ZIP code)		Telephone number ()						
E-mail address	Social Security Number *	Affidavit of exemption number (STATE USE ONLY)						
Are you an Indiana resident? <input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please enter your state of residence							
<p>Under the provisions of IC 22-3-2-14.5 and/or IC 22-3-7-34.5, I, the undersigned, am hereby requesting issuance to me of an Independent Contractor Affidavit of Exemption:</p> <p><input type="checkbox"/> I am an independent contractor working in the construction trades, as defined by IC 22-3-6-1 (b) (7) and / or IC 22-3-7-9 (b) (5).</p> <p><input type="checkbox"/> I am an independent contractor working in _____ under the name _____.</p> <p><input type="checkbox"/> I am the sole proprietor as defined by IC 22-3-6-1 (b) (4) and IC 22-3-7-9 (b) (2) and am thereby exempted from worker's compensation coverage. <i>Type of business</i></p> <table border="1"> <tr> <td>Name of sole proprietorship</td> <td>Social Security Number</td> </tr> </table> <p><input type="checkbox"/> I am a partner in a partnership as defined by IC 22-3-6-1 (b) (5) and IC 22-3-7-9 (b) (3) and am thereby exempted from worker's compensation coverage.</p> <table border="1"> <tr> <td>Name of partnership</td> <td>Federal Identification Number</td> </tr> </table> <p><input type="checkbox"/> I am an officer of a corporation who is the sole officer of the corporation and I elect not to be an employee under this chapter as defined by IC 22-3-6-1 (b) (1) and IC 22-3-7-9 (b) (9).</p> <table border="1"> <tr> <td>Name of corporation</td> <td>Social Security Number or Federal Identification Number</td> </tr> </table>			Name of sole proprietorship	Social Security Number	Name of partnership	Federal Identification Number	Name of corporation	Social Security Number or Federal Identification Number
Name of sole proprietorship	Social Security Number							
Name of partnership	Federal Identification Number							
Name of corporation	Social Security Number or Federal Identification Number							
I <input type="checkbox"/> do <input type="checkbox"/> do not have other employees.	I <input type="checkbox"/> do <input type="checkbox"/> do not have Worker's Compensation insurance through a private insurance carrier.							
Signature of applicant		Date signed (month, day, year)						

This affidavit certifies that the above named person is an independent contractor as defined by the indicated provisions of law, that the above named person has worker's compensation or is a qualified self-insurer as to any and all employees in their hire, and that the above named person desires to be exempt from worker's compensation coverage and foregoes the right of recovery under the Worker's Compensation Act from anyone for whom this person works as an independent contractor. This affidavit is binding and holds harmless any person and their worker's compensation insurance carrier contracting with the above named person (as an independent contractor) and their worker's compensation insurance carrier. This affidavit is not valid without the stamp of the Worker's Compensation Board. This affidavit is valid for one year from the date of issue. **You must re-apply each year to maintain exempt status. This information may be shared with the Internal Revenue Service and/or other states.**

FOR STATE USE ONLY		
<p>A \$20.00 non-refundable filing fee is required.</p> <input type="checkbox"/> \$5.00 Department of Revenue filing fee paid <input type="checkbox"/> \$15.00 Worker's Compensation Board filing fee paid		Date issued (month, day, year)

APPLICATION CHECKLIST

Part of State Form 45899 (R5 / 12-09)

This Application for Certification of Exemption represents a statement by you that you are an independent contractor or otherwise not required to carry worker's compensation insurance on yourself under the Worker's Compensation Act of Indiana. **The Indiana Department of Revenue may share this information with the Internal Revenue Service (IRS) and for other states.**

The statutes establishing this registration process state that an independent contractor in the construction trades is defined similarly to the IRS tax guidelines for determining independent contractor status. The IRS uses several factors to determine whether an individual is an independent contractor or an employee. Listed below are some of the characteristics of each. *If you fail to meet these qualifications, you will not receive certification.*

An independent contractor generally:

- directs his own work and performs the work in the manner he chooses, without direction from a boss or general contractor;
- sets his own hours;
- may hire assistants;
- provides his own tools and materials;
- is paid by the job rather than by the hour;
- may make a profit or suffer a loss on a job; and
- is free to work for more than one person or firm and to offer his services to the general public.

An employee generally:

- is under the control of his employer;
- has income taxes withheld from his pay;
- must work the hours specified by the employer;
- receives pay on an hourly basis;
- must perform the work in the manner indicated by the employer;
- receives training, tools and equipment provided by the employer;
- is not free to offer his services to any persons or firms or to the general public; and
- can be fired at any time.

Are you new to the state of Indiana or the United States? If so, you will be required to submit verification of your residency.

Some examples include:

- valid Indiana Driver's Licence;
- Permanent Resident Card (green card);
- copy of income tax return from another state;
- copy of federal income tax return;
- voter's registration card;
- Individual Tax Identification Number (ITIN) (resident aliens)

This application for a Certification of Exemption from worker's compensation in Indiana will be processed by verifying your status as an Independent Contractor. The Indiana Department of Revenue will examine your past tax records to determine if you have identified yourself as an independent contractor in past years and are current on your individual tax filings. Failure to comply will result in denial of certification.

I.C.22-3-2-14.5 requires that you be certified by the Department of Revenue. The Certification is filed for you with the Indiana Worker's Compensation Board to obtain your Independent Contractor status. You are required to pay a \$20 fee, \$5 (**non-refundable**) to the Indiana Department of Revenue and \$15 to the Indiana Worker's Compensation Board, for making the application. *Please allow up to seven business days for the Department of Revenue and an additional seven days for the Workers Compensation Board to process this request.* If you do not meet the criteria for establishing your status as an independent contractor, you will be contacted with instructions on providing additional information, or notification of denial.

Your certification is not valid until the Worker's Compensation Board has stamped it. Mail your application to the Indiana Department of Revenue for processing. Upon approval of both the Department of Revenue and the Worker's Compensation Board, you will receive your validated Certificate of Exemption and a copy of Income Tax Information Bulletin #86 in the mail.

Note: Until / unless you receive a Certificate of Exemption from the Indiana Worker's Compensation Board, you are required to be covered by a worker's compensation policy under Indiana law. Even if you are exempt, you must cover any employees of your business.

City of Muncie – Dept. of Public Works

5790 W. Kilgore Ave. Muncie, IN 47304

RIGHT-OF-WAY USE APPLICATION

Telephone: 765-747-4878 Fax #765-474-4794

Application Date: _____

Owner's Name: _____

Phone # _____

Mailing Address: _____

Fax # _____

Cell # _____

Utility ID # _____

Contractor's Name: _____

Phone # _____

Fax # _____

Mailing Address: _____

Cell # _____

Utility ID # _____

Location of Right-of-Way Use _____

Type of Right-of-Way Use _____

Be specific to the use as possible

Non-Invasive Dumpster Monitoring Well Sod

Invasive: Excavate or Dismantle of City Facilities

Street Classification Class I Class II Class III Class IV

Install/Repair Utility

Driveway/Mailbox Approaches _____

Drawing or specifications required

Poles

Type of Excavation _____

Other

Restoration of City Facilities

Type of Restoration Sod Sidewalk Pavement Etc.

Access Specifications

What is Purpose of Driveway? Residential Commercial

What Type of Material is to be used in Construction of Driveway Approach?

TYPE OF RESIDENTIAL PERMIT APPLIED FOR:

- Class I All driveways which connect single family residential property to a public roadway WITH a raised curb.
- Class II All driveways which connect single family residential property to a public roadway WITHOUT a raised curb.

Depth of Pavement: _____ Inches

Is Drainage Pipe Required NO YES

Drainage Pipe Diameter: _____

THE PERMITTEE SHALL NOTIFY THE ENGINEER'S OFFICE 24 HOURS PRIOR TO THE TIME HE/SHE INTENDS TO REQUEST A FINAL INSPECTION.

PERMIT INFORMATION

Start Date: _____

Completion Date: _____

Print Applicant Name _____

Sign Applicant Name _____

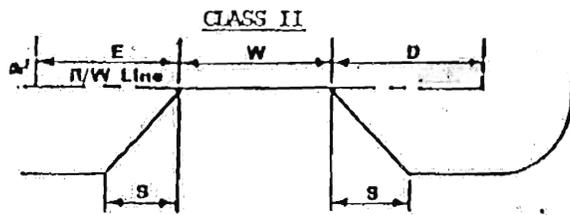
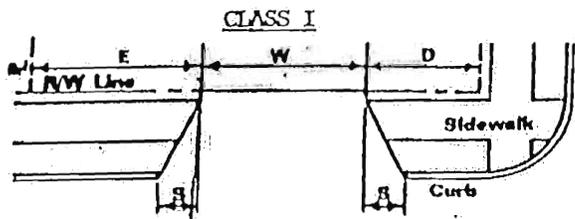
Address _____

Phone _____

INSPECTION FEES

_____ Inspection fee for driveway - \$25.00 Resident \$75.00 Commercial a Drive
_____ Inspection fee for Street Cut - \$20.00
_____ Review Plans - \$20.00
_____ Inspection fee \$20.00 times number of days needed = \$ _____

TYPICAL DRIVEWAY AND APPROACH STANDARDS

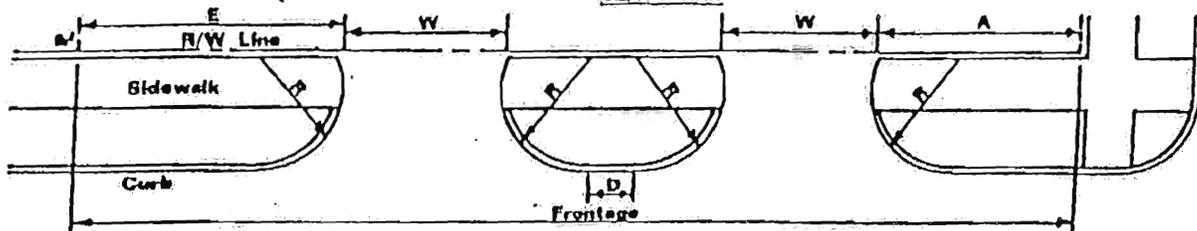


W = _____ (20' Maximum)
 E = _____ (3' Minimum)
 D = _____ (15' Minimum)
 S = 3' Required

W = _____ (20' Maximum)
 E = _____ (3' Minimum)
 D = _____ (15' Minimum)
 S = 3' Required

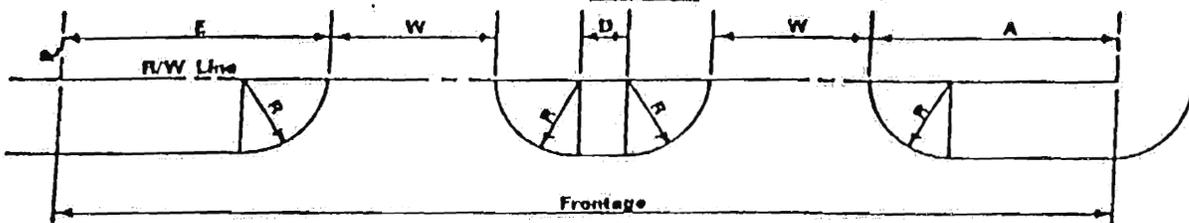
NOTE: See Wheelchair Accessible Sidewalk Plan and Section

CLASS III



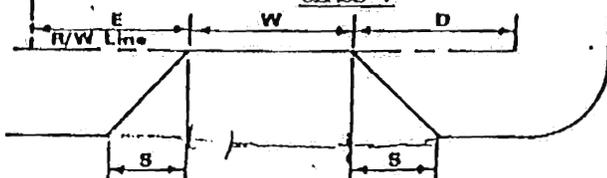
A = _____ (50' or 25% of frontage, whichever is greater) E = _____ ('R' As Minimum)
 D = _____ (10' Minimum) R = _____ (10' Min., 20' Max.)
 W = _____ (30' Maximum) NOTE: See Wheelchair Accessible Sidewalk Plan and Section

CLASS IV



A = _____ (50' or 25% of frontage, whichever is greater) E = _____ ('R' As Minimum)
 D = _____ (10' Minimum) R = _____ (10' Min., 20' Max.)
 W = _____ (30' Maximum)

CLASS V



W = _____ (30' Maximum)
 E = _____ (3' Minimum)
 D = _____ (15' Minimum)
 S = 3' Required

ACKNOWLEDGEMENT OF APPLICATION

- \$500,000.00 Surety for Protection of Street Facilities.
- \$ 500.00 Surety Posted by Adjacent Owner (Homeowner)
- Bond # _____
- Public Utility Indemnification Agreement Posted

INDEMNITY AGREEMENT:

In consideration of the issuance of a Right-of-Way Use Permit as requested by the undersigned applicant, the undersigned agrees to indemnify, defend, and hold harmless the City of Muncie, Indiana, its officials, agents and employees from any liability due to loss, damage, injuries or other casualties of any kind, to the person or property of anyone on or off the right-of-way arising out of, or resulting from the issuance of the permit or the work or activity connected therewith, or from the work or activity undertaken there under, whether due in whole or in part to the negligent acts or omissions of the City, its officials, agents, or employees, or the applicant, his agents, contractors or employees or other persons engaged in the performance of the work or activity, or the joint negligence of any of them, including any claims arising out of the workman's compensation act or any other law, ordinance, order, or decree, for a period of the applicable statute of limitations. The applicant shall pay all reasonable expenses and attorney fees incurred by or imposed on the City in indemnity agreement.

I AFFIRM UNDER TH PENALITIES FOR PERJURY THAT THE INFORMATION SET FORTH ON THE APPLICANT IS TRUE AND COMPLETE.

Signature of Applicant/Contractor: _____

Print Name: _____

Date: _____ Witness: _____

OWNER'S STATEMENT

The undersigned owner of the facility to be installed in the right-of-way acknowledges and agrees that the right-of-way use permit is granted with the understanding that if the area where the facility is located in needed by the City of Muncie for a public use, the facility will be relocated at the owner's expense.

Signature of Owner

Printed Name of Owner

Date



VENDOR INFORMATION

PLEASE PRINT CLEARLY

NAME OR BUSINESS NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____ - _____

REMIT TO ADDRESS _____

CITY _____ STATE _____ ZIP _____ - _____

TELEPHONE (____) - ____ - _____ FAX (____) - ____ - _____

EMAIL ADDRESS _____

NAME OF PERSON OR DEPARTMENT
TO CONTACT FOR BILLING QUESTIONS _____

FEDERAL IDENTIFICATION NUMBER _____

OR

SOCIAL SECURITY NUMBER _____

DATE THIS FORM IS FILLED OUT _____

PLEASE FILL OUT THIS VENDOR INFORMATION PAGE, THE ATTACHED W-9 FORM AND RETURN TO
THE ADDRESS BELOW OR FAX TO (765)741-1656. IF YOU HAVE QUESTIONS PLEASE CALL (765)747-4828.

**CITY OF MUNCIE
CONTROLLER'S OFFICE
300 N. HIGH STREET
MUNCIE, IN 47305**

Form ST-105

State Form 49065
(R5 / 8-17)

Indiana Department of Revenue
General Sales Tax Exemption Certificate

Indiana registered retail merchants and businesses located outside Indiana may use this certificate. The claimed exemption must be allowed by Indiana code. Exemption statutes of other states are not valid for purchases from Indiana vendors. **This exemption certificate can not be issued for the purchase of Utilities, Vehicles, Watercraft, or Aircraft.** Purchaser must be registered with the Department of Revenue or the appropriate taxing authority of the purchaser's state of residence.

Sales tax must be charged unless all information in each section is fully completed by the purchaser. Purchasers not able to provide all required information must pay the tax and may file a claim for refund (Form GA-110L) directly with the Department of Revenue. A valid certificate also serves as an exemption certificate for (1) county innkeeper's tax and (2) local food and beverage tax.

Section 1 (print only)

Name of Purchaser: City of Muncie

Business Address: 300 N. High Street City: Muncie State: IN ZIP Code: 47305

Purchaser must provide minimum of one ID number below.*

Provide your Indiana Registered Retail Merchant's Certificate TID and LOC Number as shown on your Certificate.

TID Number (10 digits): 0003121470 - LOC Number (3 digits): 001

If not registered with the Indiana DOR, provide your State Tax ID Number from another State
*See instructions on the reverse side if you do not have either number.

State ID Number: _____ State of Issue: _____

Section 2

Is this a blanket purchase exemption request or a single purchase exemption request? (check one)

Description of items to be purchased: _____

Section 3

Purchaser must indicate the type of exemption being claimed for this purchase. (check one or explain)

- Sales to a retailer, wholesaler, or manufacturer for resale only.
- Sale of manufacturing machinery, tools, and equipment to be used directly in direct production.
- Sales to nonprofit organizations claiming exemption pursuant to Sales Tax Information Bulletin #10. (May not be used for personal hotel rooms and meals.)
- Sales of tangible personal property predominately used (greater than 50 percent) in providing public transportation - provide USDOT Number. A person or corporation who is hauling under someone else's motor carrier authority, or has a contract as a school bus operator, must provide their SSN or FID Number in lieu of a State ID Number in Section 1.
USDOT Number: _____
- Sales to persons, occupationally engaged as farmers, to be used directly in production of agricultural products for sale. Note: A farmer not possessing a State Business License Number may enter a FID Number or a SSN in lieu of a State ID Number in Section 1.
- Sales to a contractor for exempt projects (such as public schools, government, or nonprofits).
- Sales to Indiana Governmental Units (agencies, cities, towns, municipalities, public schools, and state universities).
- Sales to the United States Federal Government - show agency name. _____
Note: A U.S. Government agency should enter its Federal Identification Number (FID) in Section 1 in lieu of a State ID Number.
- Other - explain. _____

Section 4

I hereby certify under the penalties of perjury that the property purchased by the use of this exemption certificate is to be used for an exempt purpose pursuant to the State Gross Retail Sales Tax Act, Indiana Code 6-2.5, and the item purchased is not a utility, vehicle, watercraft, or aircraft.

I confirm my understanding that misuse, (either negligent or intentional), and/or fraudulent use of this certificate may subject both me personally and/or the business entity I represent to the imposition of tax, interest, and civil and/or criminal penalties.

Signature of Purchaser: [Signature] Date: _____

Printed Name: CRAG WRIGHT Title: City Controller

The Indiana Department of Revenue may request verification of registration in another state if you are an out-of-state purchaser.
Seller must keep this certificate on file to support exempt sales.