

CITY OF MUNCIE

2022 CODE ENFORCEMENT DEMOLITION BID PACKET

PRE-BID CONFERENCE: Wednesday, August 10, 2022
BID DUE DATE: Wednesday, August 17, 2022



PUBLIC NOTICES 4

NOTICE TO BIDDERS4

NOTICE OF INTENT TO DEMOLISH AND ASSESS COSTS TO OWNER ERROR! BOOKMARK NOT DEFINED.

INSTRUCTIONS TO BIDDERS 9

ARTICLE 1. DEFINITIONS9
ARTICLE 2. RECEIPT AND OPENING OF BIDS9
ARTICLE 3. PREPARATION OF THE BID PROPOSAL 10
ARTICLE 4. SIGNATURE OF BIDDERS 11
ARTICLE 5. ORDER OF FORMS AND DOCUMENTS TO BE ENCLOSED WITH THE BID RESPONSE 11
ARTICLE 6. SIGNATURE OF BIDDERS 12
ARTICLE 7. BIDDER TO EXAMINE SITE/MANDATORY PRE-BID CONFERENCE 12
ARTICLE 8. COMMUNICATIONS, ADDENDUMS & SUBMISSIONS 13
ARTICLE 9. DIRECT PAYMENT FOR DUMPSTERS/LANDFILL FEES, RECYCLING, SALVAGE 13
ARTICLE 10. WITHDRAWAL OF BID RESPONSE 15
ARTICLE 11. AWARD OF CONTRACT & REJECTION OF BIDS 15
ARTICLE 12. CERTIFICATE OF INSURANCE & WORKERS COMPENSATION INSURANCE VERIFICATION. 15
ARTICLE 13. INSURANCE AND LEGAL RESPONSIBILITY 15
ARTICLE 14. WORKFORCE REQUIREMENT 16
ARTICLE 15. EXECUTION OF CONTRACT, PERFORMANCE & PAYMENT SECURITY 17
ARTICLE 16. NOTICE TO PROCEED & TIME TO COMPLETE WORK 17
ARTICLE 17. CHANGE IN SCOPE OF PROJECT/UNIT PRICES 17
ARTICLE 18. CHANGE ORDERS 18
ARTICLE 19. RIGHT OF ACCESS 18
ARTICLE 20. NIGHT AND WEEKEND WORK 18
ARTICLE 21. SAFETY AND HEALTH REGULATIONS 18
ARTICLE 22. SUSPENSION OF WORK BY THE CITY 19
ARTICLE 23. INTENT OF THE CONTRACT DOCUMENTS 19
ARTICLE 24. CLEARANCE CONTRACT 19
ARTICLE 25. COMPLIANCE WITH THE LAW 19
ARTICLE 26. PUBLIC RIGHT-OF-WAY..... 19
ARTICLE 27. EXISTING UTILITIES & CISTERNS 20
ARTICLE 28. UTILITY PROTECTION 21
ARTICLE 29. INTERFERENCE WITH AND PROTECTION OF STREETS 21
ARTICLE 30. PROTECTION OF PROPERTY 21
ARTICLE 31. PUBLIC CONVENIENCE 22
ARTICLE 32. REQUEST FOR PAYMENT 22
ARTICLE 33. PERCENTAGE OF WORK TO BE PERFORMED BY CONTRACTOR 22

DEMOLITION CONTRACT 23

1. STATEMENT OF WORK 23
2. PRICE 23
3. LIQUIDATED DAMAGES 24
4. TIME FOR COMPLETION 24
5. INITIATION OF WORK. 25
6. PERMITS AND CODE. 25
7. CONTRACT TERMINATION 25

8.	INSURANCE	25
9.	WITHHELD PAYMENTS	27
10.	DOCUMENTS COMPRISING CONTRACT	27
11.	CONFLICT OF INTEREST	27
12.	INITIATION OF WORK	28
13.	CHANGE IN SCOPE OF PROJECT	28
14.	CHANGE ORDERS	28
15.	PERCENTAGE OF WORK TO BE PERFORMED BY PRIME CONTRACTOR.	28
16.	COMPLIANCE WITH EXECUTIVE ORDER 11246	28
17.	COMPLIANCE WITH ILLEGAL IMMIGRATION REFORM AND IMMIGRATION RESPONSIBILITY ACT	30
	ACKNOWLEDGMENT	31
 <u>SCOPE OF WORK</u>		<u>32</u>
	CONTROL OF WORK	32
	TASKS TO BE COMPLETED AND OTHER INFORMATION:	33
 <u>MAPS & PHOTOGRAPHS</u>		<u>37</u>
	APPENDIX	46

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 is seeking bids to the properties listed BELOW. Each property will be awarded as a separate demolition 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: 8/17/2022

Bids must be filed in the office of the City Clerk, 300 N. High St., Muncie, IN by 8:45 AM on Wednesday, 2/16/2022. Bids will be opened by the Board of Public Works and Safety on Wednesday, 2/16/2022 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 8/10/2022 at 10 AM in the City Hall Auditorium, first 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.

2215 S BIRCH

NORMA STINNETT

2305 S PORT

JERRY D SEWELL

2810 S LIBERTY

TOLEDO CONTRACTING LLC

916 W 17TH ST

SMITH DENNIS E & CHARLES JUNIOR JR

916 & 916 ½ S PERSHING

MARCIA LEE LLC

713 W ADAMS ST

COLEMAN J NOEL LIV TRUST

1716 W 14TH ST

EVELYNE PIERRE

1813 W 8TH ST

WH HOUSING SOLUTIONS LLC

612 W 5TH ST

BUFFALO HOMES LLC

710 W POWERS

PINNACLE PROPERTIES LLC

208 E COLUMBUS

JEFFREY WEISS

112 ½ E BERKLEY AVE

LATRICE COCHRAN

714 E SEYMOUR ST

EXH CAPITAL PARTNERS LLC

590 WILSON AVE

SAMUEL E LONSBERRY
1207 S GRANT ST
TUCHO YARED
1415 S COUNCIL
CHARLES R JONES
1705 E 17TH ST
SOIRS SARAH & STEVE
417 N MANHATTAN AVE
DUNN RICHARD A II
1303 S VINE ST
GUFFY SHARI
1903 E PURDUE RD
DAVADI CARLOS J
2105 S ELM ST
WH HOUSING SOLUTIONS LLC
1309 S LIBERTY ST
MADDY HARRY VICTOR
1112 S MAY AVE
MARSHALL ROY & JEFFREY MANSFIELD
704 E KIRBY
GRAHAM ROBERT JR & ROBERT GRAHAM
1316 E KIRBY AVE
ROGERS ANGELA
711 E 8TH ST
GILL CAPRICE
1000 E KIRBY
1106 SEYMOUR LLC
1508 S HIGH ST
DAVIS BRETT
712 N WALNUT ST

DELAWARE ADVANCEMENT CORPORATION

3011 S HACKLEY ST

TUTTLE JAMES R

214 E 21ST ST

MARCIA LEE LLC

TAHARRIS HOMES LLC

803 W WILLARD ST

KIGER RODNEY DEAN II

319 ½ E 8TH ST

BACHELOR WENDY AVRIL, DALE & LAURA

2809 S MONROE

BEATY WENDELL

2815 S MONROE ST

911 HOME SAVERS LLC

1908 E 26TH ST

WELCH JOHNNY

511 S ELLIOTT ST

RUSSELL ANDREW

1807/1809 W 7TH ST

JERRY L BISEL

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 8/17/2022 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 8/17/2022 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 8/24/2022.

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.

“Building Commissioner” refers to the City’s Office of Building Commissioner or Local Public Agency that administers these projects on behalf of the City’s Building Commissioner.

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

"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

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 8-17-2022

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 OR BUILDING COMMISSIONERS 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 the bidder 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 acquainted with 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 Building Commissioners Office, Cortney Walker at cwalker@cityofmuncie.com. Any response will be made via email to all Bidders.
- 8.2 Addendum may be issued by the Building Commissioners office no later than 4:00 p.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 Intentionally left blank

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 Building Commissioners Office and Board of Public Works officially acknowledge the award of the Contract and signatures by all the parties to the Contract.
- 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 Preconstruction 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 Subcontractor 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 Subcontractor 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	
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 procured 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: Lisa Ayers, layers@vectren.com
- c. American Electric Power (AEP)
Confirm that service has been terminated at 1-877-237-2886 Local contact for problems only:
Diana M Heishman, dmheishman@aep.com OR Lesley Odom, lkodom@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 Building Commissioner, City of Muncie, Indiana (City); 7

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 work (Work), as described within the Instructions to Bidders Demolition Contract and Scope of Work for Demolition 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

34 shall not plead misunderstanding or deception because of these quantities, or
35 because of the character, location, or other conditions pertaining thereto. Any
36 changes or quantities approved by change order will be paid at the contract unit
37 price as submitted on the bid sheet or as otherwise agreed upon by the parties.

40
41 A. The Office of the Building Commissioner shall furnish two (2) inspections:
42 first inspection of the excavation or hole after initial demolition; final
43 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, the
2 Contractor shall prepare an invoice for final payment. Invoices for payment must
3 be submitted with the appropriate project summary sheet and all information
4 requested on the sheet (see Appendix).
5

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

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

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

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

39 **4. TIME FOR COMPLETION.** The Contractor shall begin the Work after issuance of the
40 Notice to Proceed and the 10-day Notice of Asbestos Abatement has been
41

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

If the Contractor is awarded:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33

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

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

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

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

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

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

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

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

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

36		\$500,000 CSL Bodily Injury
37		And Property Damage
38	Workers Compensation	Statutory
39		
40	Employer's Liability	\$250,000
41		
42	Automobile Liability/Bodily Injury	\$500,000 each person
43		\$500,000 each accident
44		
45	Umbrella	\$1,000,000
46		
47		

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

62

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

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

75

- 76 **11. CONFLICT OF INTEREST.** The Contractor will abide by the provision that no member,
77 officer, or employee of the City, or its designees or agents, no member
78 of the governing body of the City in which the project is situated, and no other public
79 official of such locality or localities, who exercises any functions or responsibilities with
80 respect to the program during the tenure or for one (1) year thereafter, shall have any
81 direct or indirect interest in any contractor, subcontractor, or the proceeds thereof,
82 financed in whole or part with the City.
83
- 84 **12. INITIATION OF WORK.** The Contractor hereby agrees that effective immediately upon
85 issuance of the "Notice to Proceed", which shall be executed by the duly authorized
86 representative(s) of the City, the Contractor shall begin Work in compliance with the
87 specification, terms, and conditions of this Contract, and shall complete the Work by the
88 Completion Date as provided in Paragraph 4 above.
89
- 90 **13. CHANGE IN SCOPE OF PROJECT.** The City reserves the right to re-bid any portion of this
91 project when alterations of design or the scope of the work is expanded to such a degree
92 that additional costs are anticipated to exceed 10% of the Contract amount.
93
- 94 **14. CHANGE ORDERS.** Contractor will not be allowed any extra compensations by reason of
95 any matter or thing with which said bidder might have fully acquainted himself/herself
96 because of his/her failure to have so acquainted himself/herself prior to the bidding. No
97 change order will be recognized without prior approval of the City. If the Contractor
98 performs any work prior to receiving approval of the City, any such work will be at his/her
99 own expense, and the City shall not consider any request for reimbursement.
100
- 101 **15. PERCENTAGE OF WORK TO BE PERFORMED BY PRIME CONTRACTOR.** At least 51% of this
102 Contract must be performed by the Prime Contractor with whom this Contract is made.
103
- 104 **16. COMPLIANCE WITH EXECUTIVE ORDER 11246.** During the performance of this Contract,
105 the Contractor agrees as follows:
106
- 107 A. The Contractor will not discriminate against any employee or applicant because
108 of race, color, age, religion, sex, sexual orientation, gender identity, disability,
109 ancestry, national origin, or United States military service veteran status. The
110 Contractor will take affirmative action to ensure that applicants are employed
111 and that employees are treated, during employment, without regard to their
112 race, color, age, religion, sex, sexual orientation, gender identity, disability,
113 ancestry, national origin, or United States military service veteran status. Such
114 action shall include, but not be limited to the following: employment, upgrading,
115 demotion or transfer; recruitment advertising, layoff or termination, rates of pay
116 or other forms of compensation, and selection for training including

- 117 apprenticeship. The Contractor agrees to post in conspicuous places available to
118 employees and applicants for employment, notices to be provided setting forth the
119 provisions of this nondiscrimination clause.
120
- 121 B. The Contractor will in all solicitations or advertisements for employees placed by
122 or on behalf of the Contractor, state that all qualified applicants will receive
123 consideration for employment without regard to race, color, age, religion, sex,
124 sexual orientation, gender identity, disability, ancestry, national origin, or United
125 States military service veteran status.
126
- 127 C. The Contractor will send to each labor union or representative of workers with
128 which he has a collective bargaining agreement of other contract or
129 understanding, a notice advising the said labor union or worker's representatives
130 of the commitments under this section and shall post copies of the notice in
131 conspicuous places available to employees and applicants for employment.
132
- 133 D. The Contractor will comply with all provisions of Executive Order 11246 of
134 September 24, 1965, and of the rules, regulations and relevant orders of the
135 Secretary of Labor. No segregated facilities will be maintained as required by Title
136 VI of Civil Rights Acts of 1964.
137
- 138 E. The Contractor will furnish all information and reports required by Executive
139 Order 11246 of September 24, 1965, and by rules, regulations and orders of the
140 Secretary of Labor, or pursuant thereto, and by will permit access to his/her
141 books, records, time cards, and accounts by the administering agency and by the
142 Secretary of Labor for the purposes of investigation to ascertain compliance with
143 such rules, regulations and orders.
144
- 145 F. In the event of the Contractor's non-compliance with the nondiscriminatory
146 clauses of this Contract or with any applicable rules, regulations or orders, this
147 Contract may be canceled, terminated, or suspended, in whole or in part, and the
148 Contractor may be declared ineligible for further City contracts or Federally
149 assisted construction contracts in accordance with procedures authorized in
150 Executive Order 11236 of September 24, 1965. These non-discrimination
151 provisions will be binding upon each subcontractor or vendor engaged by
152 Contractor. The Contractor will take such action with respect to any subcontract
153 or purchase order as the administering agency may direct as a means of
154 enforcing such provisions, including sanctions for noncompliance; provided,
155 however, in the event a Contractor becomes involved in, or is threatened with,
156 litigation with a subcontractor or vendor as a result of such direction by the
157 administering agency, the Contractor may request

158 the United States to enter into such litigation to protect the interests of the United
159 States.
160

161 **17. COMPLIANCE WITH ILLEGAL IMMIGRATION REFORM AND IMMIGRATION**

162 **RESPONSIBILITY ACT.** Contractor understands and agrees that it is required to enroll in
163 and verify the work eligibility status of all employees hired after the date of this contract
164 through the E-verify program. This requirement shall be waived if the E-Verify program
165 ceases to exist. For the purposes of this paragraph, the E-verify program means the
166 electronic verification of work authorization program of the Illegal Immigration Reform
167 and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s. 403 (a),
168 as amended, operated by the United States Department of Homeland Security or a
169 successor work authorization program designated by the United States Department of
170 Homeland Security (or a successor work authorization program designated by the United
171 States Department of Homeland Security) or other federal agency authorized to verify
172 the work authorization status of newly hired employees under the Immigration Reform
173 and Control Act of 1986 (P.L. 99-603). An authorized representative of the Contractor has
174 signed the affidavit attached hereto concerning the employment of unauthorized aliens.
175

176

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: Stephen W. Selvey
Title: Building Commissioner
Department: Building Commissioner

Signature: _____
Date: _____

SUBRECIPIENT

Name:
Title:
Company:

Signature: _____
Date: _____

BOARD OF PUBLIC WORKS AND SAFETY

Name: Linda Gregory
Title: President

Signature: _____
Date: _____

Name: Ted Baker
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 MUNICIPIAL 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 regarded 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

PHOTOGRAPHS

1) 2215 S. BIRCH



2) 2305 S. PORT



3) 2810 S. LIBERTY



4) 916 W. 17TH ST.



5) 916 & 916 1/2 S. PERSHING



6) 713 W. ADAMS



7) 1716 W. 14th ST.



8) 1813 W. 8th ST.



9) 612 W. 5TH ST.



10) 710 W. POWERS



11) 208 E COLUMBUS



12) 112 ½ E BERKLEY



13) 714 E SEYMOUR



14) 590 W WILSON



15) 1207 S. GRANT



16) 1415 S COUNCIL



17) 1705 E. 17TH ST



18) 417 N MANHATTAN



19) 1303 S. VINE



20) 1903 E PURDUE



21) 2105 S ELM



22) 1309 S LIBERTY



23) 1112 S MAY



24) 704 E KIRBY



25) 1316 E KIRBY



26) 711 E 8TH ST



27) 1000 E KIRBY



28) 1508 S HIGH



29) 712 N WALNUT



30) 3011 S HACKLEY



31) 214 E 21ST ST



32) 803 W WILLARD



33) 319 ½ E 8TH ST



34) 2809 S MONROE



35) 2815 S MONROE



36) 1908 E 26TH ST





37) 511 S ELLIOTT





38) 1807/1809 W 7TH ST



White Dutch Clover specifications

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
<p align="center">THE CISCO COMPANIES INDIANAPOLIS IN 46219-4936 Net Weight: 50 Pounds (22.68 Kg)</p>	
	
9 C W D R A W	
<p><small>Notice to Buyer: We warrant that seeds or bulbs shown on this order have been labeled as required under State and Federal Seed Law, 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 bulbs.</small></p>	
<p align="center"><small>NOTICE OF REQUIRED ARBITRATION</small></p> <p><small>Under the seed laws of Indiana and some other states, arbitration is required as a precondition of maintaining certain legal actions, counterclaims, or defenses 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.</small></p>	

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
<p align="center">THE CISCO COMPANIES INDIANAPOLIS IN 46219-4936 Net Weight: 50 Pounds (22.68 Kg)</p>	
	
9 A N N W H	
<p><small>Notice to Buyer: We warrant that seeds or bulbs shown on this order have been labeled as required under State and Federal Seed Law, 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 bulbs.</small></p>	
<p align="center"><small>NOTICE OF REQUIRED ARBITRATION</small></p> <p><small>Under the seed laws of Indiana and some other states, arbitration is required as a precondition of maintaining certain legal actions, counterclaims, or defenses 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.</small></p>	

Annual Ryegrass specifications

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 \$ 14.00	BID TOTAL (A + C)	DAYS TO COMPLETE
1	2215 S BIRCH				\$	
2	2305 S PORT				\$	
3	2810 S LIBERTY				\$	
4	916 W 17TH				\$	
5	916 & 916 ½ S PERSHING				\$	
6	713 W ADAMS				\$	
7	1716 W 14TH				\$	
8	1813 W 8TH				\$	
9	612 5TH				\$	
10	710 W POWERS				\$	

DEMOLITIONS USING OWN EQUIPMENT

		A	B	C	D	E
	PROPERTY ADDRESS	BASE BID	YD³ C & D WASTE TOTAL	YD³ C & D WASTE TOTAL x \$ 14.00	BID TOTAL (A + C)	DAYS TO COMPLETE
11	208 E COLUMBUS				\$	
12	112 ½ E BERKLEY				\$	
13	714 E SEYMOUR				\$	
14	590 WILSON				\$	
15	1207 S GRANT				\$	
16	1415 S COUNCIL				\$	
17	1705 E 17TH				\$	
18	417 N MANHATTAN				\$	
19	1303 S VINE				\$	
20	1903 E PERDUE				\$	
21	2105 S ELM				\$	
22	1309 S LIBERTY				\$	
23	1112 S MAY				\$	
24	704 E KIRBY				\$	
25	1316 E KIRBY				\$	
26	711 E 8TH				\$	
27	1000 E KIRBY				\$	
28	1508 S HIGH ST				\$	

DEMOLITIONS USING OWN EQUIPMENT

		A	B	C	D	E
	PROPERTY ADDRESS	BASE BID	YD³ C & D WASTE TOTAL	YD³ C & D WASTE TOTAL x \$ 14.00	BID TOTAL (A + C)	DAYS TO COMPLETE
29	712 N WALNUT				\$	
30	3011 S HACKLEY				\$	
31	214 E 21ST				\$	
32	803 W WILLARD				\$	
33	319 ½ 8TH				\$	
34	2809 S MONROE				\$	
35	2815 S MONROE				\$	
36	1908 E 26TH				\$	
37	511 S ELLIOTT				\$	
38	1807 / 1809 W 7 TH ST				\$	

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

<p>Capacity of truck(s) that your firm will use to haul C & D to landfill</p> <p align="center">Truck 1 _____CY³</p> <p align="center">Truck 2 _____CY³</p> <p align="center">Truck 3 _____CY³</p>
--

DEMOLITIONS USING OWN EQUIPMENT

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 ***MUST*** 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 _____

Date _____

Title _____

CY³ = CUBIC YARD

C & D = CONSTRUCTION & DEMOLITION WASTE

DEMOLITIONS USING OWN EQUIPMENT

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 \$14.00
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 \$14.00	(B x \$150) PER DUMPSTER	BID TOTAL (A+D+E)	DAYS TO COMPLETE
1	2215 S BIRCH						\$	
2	2305 S PORT						\$	
3	2810 S LIBERTY						\$	
4	916 W 17TH						\$	
5	916 & 916 ½ S PERSHING						\$	
6	713 W ADAMS						\$	
7	1716 W 14TH						\$	
8	1813 W 8TH						\$	
9	612 5TH						\$	

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 \$14.00	(B x \$150) PER DUMPSTER	BID TOTAL (A+D+E)	DAYS TO COMPLETE
10	710 W POWERS						\$	
11	208 E COLUMBUS						\$	
12	112 ½ E BERKLEY						\$	
13	714 E SEYMOUR						\$	
14	590 WILSON						\$	
15	1207 S GRANT						\$	
16	1415 S COUNCIL						\$	
17	1705 E 17TH						\$	
18	417 N MANHATTAN						\$	
19	1303 S VINE						\$	
20	1903 E PERDUE						\$	
21	2105 S ELM						\$	
22	1309 S LIBERTY						\$	
23	1112 S MAY						\$	

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 \$14.00	(B x \$150) PER DUMPSTER	BID TOTAL (A+D+E)	DAYS TO COMPLETE
24	704 E KIRBY						\$	
25	1316 E KIRBY						\$	
26	711 E 8TH						\$	
27	1000 E KIRBY						\$	
28	1508 S HIGH ST						\$	
29	712 N WALNUT						\$	
30	3011 S HACKLEY						\$	
31	214 E 21ST						\$	
32	803 W WILLARD						\$	
33	319 ½ 8TH						\$	
34	2809 S MONROE						\$	
35	2815 S MONROE						\$	
36	1908 E 26TH						\$	
37	511 S ELLIOTT						\$	
38	1807 / 1809 W 7 TH ST						\$	

DEMOLITIONS DUMPSTER BID FORM

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

CUBIC YARD (YD³) 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 transit siding	\$ _____ /square foot	
Removal of transit 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 _____

CY³ = CUBIC YARD

C & D = CONSTRUCTION & DEMOLITION WASTE

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

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

DEMOLITION PROJECT SUMMARY SHEET

Firm Name: _____

Project Address: _____

Invoice

before and after sidewalk photos

Page 1 of Contract

Copy of Household Hazardous Waste Form(s) from ECR

Landfill scale tickets

or

dumpster tickets



dumpster or gate ticket summary			
	tons	date	yd ³
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

hauled
_____ #

total yd³ bid _____

OR

_____ # dumpsters used

total yd³

dumpsters bid

	Hard fill disposal receipts
	Dirt/fill receipt
	Hole/excavation inspection form
	Grade inspection
	Seed/Straw final inspection

THIS FORM MUST BE SUBMITTED WITH ALL INVOICES FOR DEMOLITION WORK

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		On rim	
<input type="checkbox"/> Brake Fluid		<input type="checkbox"/> Pesticides		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		Television	
<input type="checkbox"/> Degreaser		<input type="checkbox"/> Varnishes		VCR/DVD	
<input type="checkbox"/> Fertilizer		<input type="checkbox"/> Transmission Fluid		Microwave	
<input type="checkbox"/> Cleaners		<input type="checkbox"/> Varnish Remover		Computer	
<input type="checkbox"/> Adhesives		<input type="checkbox"/> Wood Stains Others		Other (list)	
<input type="checkbox"/> Insecticide		(list)			
<input type="checkbox"/> Kerosene					
<input type="checkbox"/> Motor Oil					
<input type="checkbox"/> Latex Paint					
<input type="checkbox"/> Other Paint				Refrigerator	
				Freezer	
				Air Conditioner	

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!!

Limit six (6) tires per household annually!!

Print Name: _____

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> <p><input type="checkbox"/> \$5.00 Department of Revenue filing fee paid <input type="checkbox"/> \$15.00 Worker's Compensation Board filing fee paid</p>	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 /or 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 _____

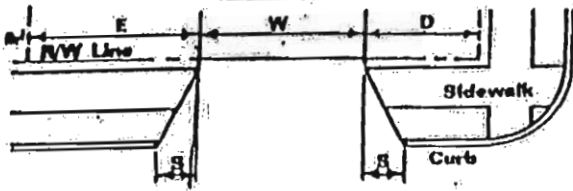
Phone _____

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 = \$ _____

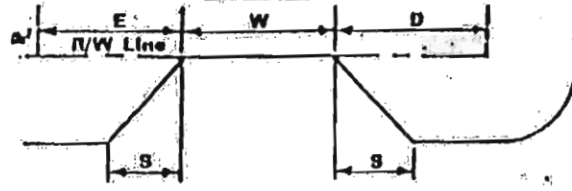
TYPICAL DRIVEWAY AND APPROACH STANDARDS

CLASS I



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

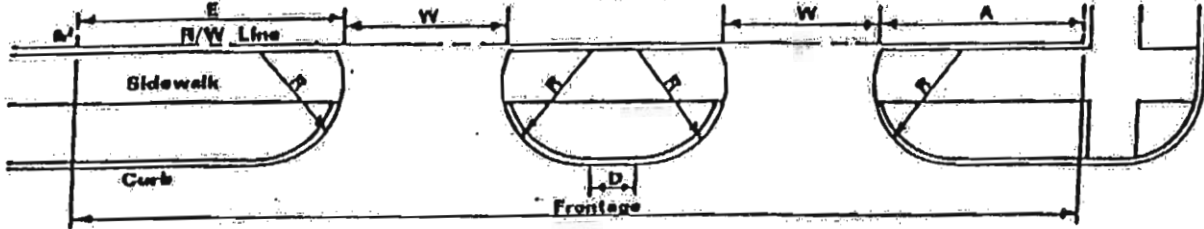
CLASS II



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

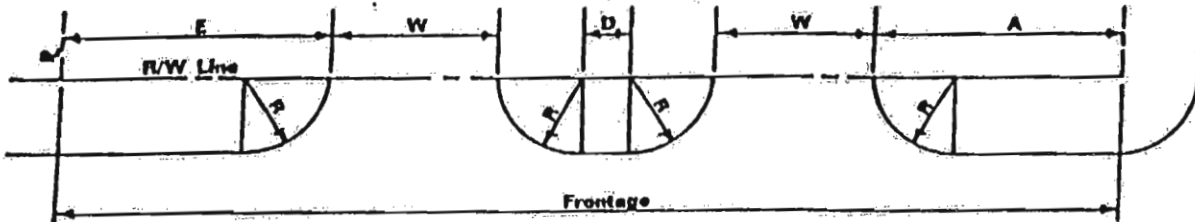
NOTE: See Wheelchair Accessible Sidewalk Plan and Section

CLASS III



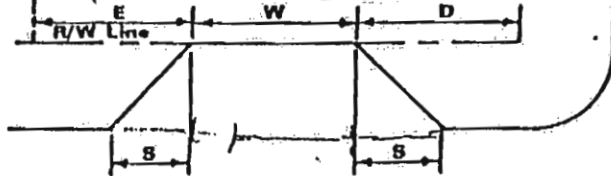
A = _____ (50' or 25% of Frontage, whichever is greater)
 E = _____ ('R' As Minimum)
 W = _____ (10' Minimum) R = _____ (10' Min., 20' Max.)
 D = _____ (30' Maximum) NOTE: See Wheelchair Accessible Sidewalk Plan and Section

CLASS IV



A = _____ (50' or 25% of Frontage, whichever is greater)
 E = _____ ('R' As Minimum)
 W = _____ (10' Minimum) R = _____ (10' Min., 20' Max.)
 D = _____ (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 PENALTIES 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 / 6-17)

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).

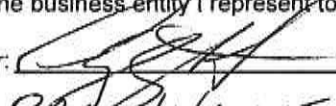
Sales to the **United States Federal Government** - show agency name. _____
Note: A U.S. Government agency should enter its Federal Identification Number (FID) in Section 1 in lieu of a State ID Number.

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:  Date: _____

Printed Name: CRAG WEIGHT 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.