

**Demolition
Bid Packet**

**Halteman Park
2600 BLK W. Lincolnshire
Muncie, IN**



Bidder Registration

Company Name

Company Agent

This will be the contact person for the project.

Company Address

Email

Phone

This is where addendum and other communications regarding this project will be sent.

Name of project your firm is bidding:

Bid Date

Be specific.

INSTRUCTIONS: You may fill this form and email (bking@cityofmuncie.com) or fax (765-747-4898) it to Brad King. You may send the information requested on this form to Brad King in an email or fax. Or you may complete the form electronically at:
<https://www.cognitofrms.com/CityOfMuncie/BidderRegistration>

NOTICE TO BIDDERS

NOTICE TO BIDDERS

The City of Muncie is seeking bids to demolish structures associated with Halteman Park Pool located in the 2600 block of W. Lincolnshire Dr., Muncie, IN. including a pool and several associated buildings, tennis court and basketball court.

Bid responses must be filed in the office of the City Clerk, 300 N. High St., Muncie, IN by 8:45 AM on 2/3/2021. Bid responses must be submitted in a sealed, opaque envelope marked with the bidder's name, address and telephone number and bearing the following caption: Bid for: Demolition of Halteman Pool Bid Opening Date: 2/3/2021. Bid responses will be opened by the Board of Public Works and Safety on 2/3/2021. at 9:00 AM. Bid responses 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 bid responses.

A bid packet, including federal requirements, instructions to bidders, sample contract and bid forms, will be available at the Community Development Department page on the City of Muncie's website:

CITYOFMUNCIE.COM > DEPARTMENTS > COMMUNITY DEVELOPMENT > TOPICS OF INTEREST (right side) > BIDS AND RFP'S or by emailing a request to bking@cityofmuncie.com.

A pre-bid conference will be held on Wednesday 1/27/2021 at 11:00 AM on site in the Halteman Park parking lot in the 2600 block of W. Lincolnshire Dr., Muncie, IN. Please note that all communication regarding this bid, including any addenda issued, will be conducted by email only. In order to obtain addenda, bidders must provide information requested on page one of the bid packet to bking@cityofmuncie.com.

Further questions may be submitted to Brad King at bking@cityofmuncie.com .

INSTRUCTIONS TO BIDDERS

CONTRACT DOCUMENTS AND SPECIFICATIONS

Work to be performed shall be in accordance with drawings and specifications included with this bid packet and prepared by the Department of Community Development or their duly authorized architect(s) or engineer(s).

ARTICLE 1. Definitions

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

"Owner" shall mean the municipality, person, firm or corporation specified in the Notice to Bidders for whom the work is to be done.

"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.

"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

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

"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.

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

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

"Bid or Quote" these terms are used interchangeably throughout this document to mean the price at which one will perform the work described in the bid or quote documents.

ARTICLE 2. Receipt and Opening of Bids

- 2.1 The Office of Community Development (herein called the "Owner") invites bid proposals for the furnishings of all labor and materials as called for in the scope of work and any drawings and specifications.
- 2.2 Bid proposals shall be submitted to the City Clerk's Office, City Hall, 300 North Street, Muncie, Indiana, on or before the date and time called for in the "Notice to Bidders".
- 2.3 Strict compliance with the requirements of the Notice to Bidders, Instructions to Bidders and the instructions on the document forms is mandatory. All blanks on the bid forms must be appropriately filled in.

ARTICLE 3. Preparation of the Bid Proposal

- 3.1 The bid proposal shall be submitted on forms that will be furnished by the Owner. The bidder shall fill in the lump sum base bid for the purpose of determining the best and lowest bid and the unit price bid amount in the event of additional work being required. These unit prices shall be used to determine the costs for changes in the work agreed to and authorized by the Owner.
- 3.2 Amounts shall be written with ink or typewritten in words and figures, if required. Should there be any discrepancies between words and figures indicating any amount in proposal, amount

written in words shall prevail. Bids written in pencil will not be accepted.

3.3 The following documents and information shall constitute a Contractor's bid proposal and are to be properly executed and submitted in this order:

- A. Bid Alternates shall be submitted on the Bid Submittal Form, all alternates must be bid in order for bid to be considered complete
- B. Sub-Contractor(s) must be listed and MAY NOT DEBEBARRD.
- C. Non-Collusion Affidavit, **notarized**
- D. Certification regarding debarment, suspension, and other responsibility matters & Certificate of Non-Segregated Facilities
- E. A bid of \$75,000.00 or more shall be accompanied by 5% Bid Security

3.3 Bid proposals must be submitted as described below in a sealed, opaque envelope marked as follows:

3.4

Bidder's Name
Bidder's Address
Bidder's CELL Phone
Bidders Email
Bid for HALTEMAN PARK DEMOLITION
Bid Opening Date: May 13, 2020

Proposals shall be properly and completely executed on the Bid Submittal Form. Include the Base Bid price on form and Price for bid alternates on form indicated in section 3.3 A1 above. All bids must include bid alternate prices in order for bid to be considered complete.

Bid responses must be sent to:

City Clerk
300 N. High St.
Muncie, IN 47305

VIA US MAIL ONLY using a mailing method that can verify delivery of the bid. The OUTER ENVELOPE must be marked:

Demolition Bid for: Halteman Park
Bid Opening Date: Wednesday, February 03, 2021

by 8:45 AM on Wednesday, February 03, 2021. Bid responses will be opened by the Board of Public Works and Safety on Wednesday, February 03, 2021 at 9:00 AM.

The City reserves the right to accept or reject any bid and to waive any irregularities in bidding. All bids will be legally binding and enforceable on the bidder for a period not to exceed ninety (90)

days before awarding a contract. Any bidder withdrawing its bid within the 90-day period may forfeit its bid security at the discretion of the City.

ARTICLE 4. Signature of Bidders

- 4.1 Any bid document not signed by the bidder shall have attached to it a "Power of Attorney," evidencing authority to sign bid name of person for whom it is signed.
- 4.2 Any bid proposal signed for a partnership shall be signed by all partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to bid a "Power of Attorney," evidencing authority to sign bids, executed by the partners.
- 4.3 Any bid proposal submitted by a corporation shall have correct corporate name and the signature of the President (or other authorized officer of the corporation) and Secretary, manually written below corporate name, following the word "by" and shall have affixed the corporate seal.
- 4.4 Limited or qualified bid proposals will not be accepted. All alternates must be bid.

ARTICLE 5. Bidder to Examine Site

- All bidders shall examine the Contract Documents and construction site to acquaint themselves with the conditions under which the work is to be performed, and the existence of the obstacles which may be encountered, (above and underground) and all other relevant matters concerning work to be performed. The successful bidder will not be allowed any extra compensation because he did not fully acquaint themselves with site conditions, obstacles or other matters prior to the bidding. **NOTE: THERE IS FRIABLE ASBESTOS PRESENT IN THE BUILDINGS, IF YOU INTEND TO ENTER WEAR PROTECTIVE GEAR.**

ARTICLE 6. Questions

All inquiries pertaining to Contract Documents shall be made to the Department, Project Inspector, or Project Supervisor. If any person submitting a bid proposal for work is in doubt as to true meaning of any part of Contract Documents, he may submit to

Brad King, Planner, bking@cityofmuncie.com, a written request for an interpretation. Any interpretation of such Contract Documents will be made and an addendum issued.

Addendum issued by the Project Supervisor or Project Manager during time of bidding, but not later than Monday February 1, 2021, shall be emailed to each person receiving a set of Contract Documents, and to such other prospective Bidders who shall have requested that they be furnished with a copy. All addenda shall be noted and dated on the Bid Proposal Form, and in closing the Contract, shall become a part thereof.

ARTICLE 7. Withdrawal of Bid Proposal

Any bidder may withdraw his bid proposal at any time until scheduled time for receipt of bid proposals. No bid proposal shall be withdrawn after scheduled time for receipt of bid proposals without consent of Owner for a period of 60 days.

ARTICLE 8. Award of Contract - Rejection of Bids

- 8.1 The Owner will not award the Contract to any bidder who does not furnish satisfactory evidence that he has the ability and experience in this class of work, and that he has sufficient capital and plant to enable him to procure the same successfully and to complete the work in the time named in the proposal. The Board reserves the right to reject any and all bids.
- 8.2 The award of Contract will be made to the lowest and/or best bidder in accordance with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended. Under the provisions of Section 3, businesses that qualify may be eligible for preference in the awarding of contracts.
- 8.3 The Contract shall be deemed as having been awarded when the Owner has officially acknowledged award of the Contract.
- 8.4 The Owner reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejections or waiver is in the interest of the Owner.

ARTICLE 9. Execution of Contract - Performance and Payment Bond

The successful bidder will be notified and required to attend a Pre-Construction Conference where the Contract shall be executed. Prior to executing the Contract, however, the successful bidder shall submit the following documents which will become a part of the Contract Documents. Should the successful bidder fail to produce the following documents, he shall forfeit his right to form a contract with the Owner.

Requirements.

- 9.1 Current Certificate of Insurance (see Article 10 for insurance requirements)
- 9.2 Contracts awarded in excess of \$75,000.00 shall automatically require a One Year Performance and Payment Bond which shall be delivered by the successful bidder to the Owner at the Pre-Construction Conference. Upon execution of the Contract, the Bid Security shall be returned.

ARTICLE 10. Insurance and Legal Responsibility

- 10.1 The Contractor shall not commence any work until he obtains, at his own expense, all required insurance. Such insurance must have the approval of the Owner as to limit, form, and amount. The Contractor will not permit any Subcontractor to commence work on this project until the same insurance requirements have been complied with by each Subcontractor. The Contractor or Insurance Company shall furnish proof that said insurance company is bondable.
- 10.2 The type of insurance the Contractor is required to obtain and maintain for the full period of the Contract will be Workmen's Compensation Insurance, Comprehensive General Liability Insurance.
- 10.3 The Contractor shall carry or require that there be carried Manufacturer's and Contractor's Public Liability Insurance with limits of \$100,000/\$300,000 to the City of Muncie, Contractor or his Sub-Contractor against claims for injury to death of one or more persons due to fire, explosion and all other accidents which may occur or result from operations under the Contract on or off the premises. Such insurance shall cover the use of all equipment, hoists, and motor vehicles on the site or going to and from the site.
- 10.4 The Contractor shall furnish evidence of Insurance providing the following coverages and limits:

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

In addition, the Contractor's insurance shall name the City as an additional insured and shall hold the City harmless.

ARTICLE 11. Notice to Proceed

Contractor shall commence work immediately following the receipt of Notice to Proceed. The work of the Contract shall be completed within the period of time indicated in the Contract.

ARTICLE 12. Tax Exemptions

No state sales tax is due or payable on any material furnished to the project. A Sales Tax Exemption form will be furnished by The City upon request.

ARTICLE 13. Unavailability of Materials

- 13.1 Bids must be based on the use of materials specified, subject to the provisions of any addenda issued. If the Contractor is unable to furnish or use any of the materials or equipment specified because of any order by a governmental agency limiting the manufacturer or use, or because the supply situation in the general market for such materials or equipment is affected, the Contractor shall offer substitutes therefore. The substitutes shall be suitable for the purpose, considering the factors of quality, serviceability, appearance, and maintenance. No substitute shall be used until it has been approved by the project inspector.
- 13.2 No consideration will be given to the use of substitutes on account of market conditions, unless the Contractor demonstrates that for the item in question, he placed his order and submitted shop drawings without delay; that he has shown due diligence in attempting to locate the item as specified; and that the unavailability is due to market conditions in general throughout the particular industry.
- 13.3 If substitutes are used in the work, the compensations to be paid the Contractor shall be subject to review and adjustment. As a general principle, if the Project Inspector shall determine that the substitute will be less satisfactory, the Contractor shall allow a credit to the Owner. Only under unusual circumstances shall there be an increase in compensation to the Contractor.

Adjustments will be based on the cost of the appropriate items at the time the bids were opened.

ARTICLE 14. Change in Scope of Project

The Owner reserves the right to re-bid any portion of this project when alterations of design or the scope of the work is expanded to such a degree that additional costs are anticipated to exceed 10% of the Contract amount.

ARTICLE 15. Change Orders

No change order will be recognized without prior approval of the Owner. If the Contractor performs any work prior to receiving approval of the Owner, any such work will be at his own expense, and the Owner shall not consider any request for reimbursement.

ARTICLE 16. Right of Access

The bidder, if awarded the Contract for this project, agrees that the representatives of the Environmental Protection Agency, the State of Indiana, and all other regulatory agencies will have access to the work whenever it is in preparation or progress, and that the Contractor will provide facilities for such access and inspections.

ARTICLE 17. Night and Weekend Work

No night or weekend work (Saturday and Sunday) requiring the presence of a Project Supervisor Inspector will be permitted except in case of emergency, and then only to such extent as it is absolutely necessary, and with written approval of the Project Supervisor.

ARTICLE 18. Safety and Health Regulations

The successful bidder shall be responsible for all obligations prescribed as employer obligations under Chapter XVII of Title 29 Code of Federal Regulations, Part 1926, otherwise known as "Safety and Health Regulations for Construction."

ARTICLE 19. Suspension of Work by Owner

The Project Supervisor or Inspector shall have the authority to suspend the work, wholly or in part, for such period or periods as he may deem necessary due to unsuitable weather 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 order will be followed by written notice and reason for the stoppage.

ARTICLE 20. General Contractor's Liability

Liability of Contractor for Employees: Each and every employee of the Contractor and each and every one of his Sub-contractors engaged in the said work shall for all purposes be deemed and taken to the exclusive servants of the Contractor and not for any purpose or in any manner be relieved from responsibility or liabilities on account of any fault or delay in the execution of the said work, or any part thereof, by any such employee, or any such Subcontractor, or any material men whatsoever.

ARTICLE 21. Intent of the Contract Documents

- 21.1 The Instructions to Bidders, Contract Documents, and Specifications are complementary and what is called for by one shall be as binding as if called for by all. The intention of the Contract Documents is to include in the Contract the price of all labor and materials, water, fuel, tools, plants, equipment, light, transportation and all other expenses as may be necessary for the proper execution of the work.
- 21.2 In interpreting the Contract Documents, words describing material or work which have well known technical or trade meanings unless otherwise specifically defined in the Contract Documents shall be construed in accordance and with such well known meanings recognized by registered engineers and the trade.

ARTICLE 22. Compliance with the Law

The Contractor shall give all notices, pay all fees, and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work.

ARTICLE 23. Public Rights-of-Way

In public thoroughfares, all operations of the Contractor, including those of temporary nature, must be confined within the applicable right-of-way limits. If the methods of construction employed by the Contractor are such as to require the use of land beyond the public thoroughfares, he shall make his own agreements with the property owners affected for the use of such additional land. The City Engineering Department shall be notified of any agreements for additional land use, and a copy of said agreements shall be provided to the Engineer upon request.

ARTICLE 24. Existing Utilities

All existing public and private utility systems which conflict with the construction of the work herein described shall be relocated or temporarily removed and replaced as required. Such relocating or temporary removal and replacement shall be accomplished at the expense of the Contractor and the work shall be done by the public or private utility unless the utility approves in writing that the work may be done by the Contractor.

ARTICLE 25. Utility Protection

Public and private utilities: It shall be the duty of the Contractor to make final and exact determination of the location and extent of all utilities and he will be liable for any expense resulting from damage to them.

ARTICLE 26. Interference with and Protection of Streets

- 26.1 The Contractor shall not close any portion of a street, road, or private way without obtaining permits therefore from the proper authorities and without notifying the Police Department, Fire Department, Hospitals, Ambulance Services, etc., at least seventy-two (72) hours prior to the closing. If any street or private way shall be rendered unsafe by the Contractor's operations, he shall make such repairs or provide such temporary ways or guards as shall be acceptable to the City Engineer.
- 26.2 Streets, roads, private ways, walks, and alleys shall be maintained passable by the Contractor at his expense, and the Contractor shall assume full responsibility for the adequacy and safety of provisions made.

26.3 Where construction necessitates the temporary removal of mailboxes used by the U.S. Postal Service, said mailboxes shall be replaced within twenty-four (24) hours after filling in excavated or disturbed areas to an equal or better condition to the satisfaction of the City Engineer.

ARTICLE 27. Protection to Property

Materials delivered shall be neatly, safely and compactly piled up along the sides of the roadway in which the improvements are located or adjacent thereto, as the Owner may direct in such a manner as to cause the least inconvenience and damage to property and to the general public, and not within fifteen (15) feet of any fire hydrant. Public and private drives, street crossings, and walkways shall be kept open to the greatest degree possible.

ARTICLE 28. Barricades

The Contractor shall provide adequate signs, barricades, warning lights and watchmen and take all necessary precautions for the protection of the work and the safety of the public. All barricades and obstructions shall be protected at night by suitable signal lights which shall be kept burning from sunset to sunrise. Barricades shall be of substantial construction and shall be painted such as to increase their visibility at night. Suitable warning signs shall be so placed and illuminated at night as to show in advance where construction, barricades, or detours exist. A snow fence shall be placed around all excavation at night and any time no one is working at the site.

ARTICLE 29. Public Convenience

The Contractor shall at all times so conduct his work as to ensure the least possible obstruction to traffic and inconvenience to the general public and residents in the vicinity of the work, and to ensure the protection of person and property. No road or street shall be closed to the public except with the permission of the proper authorities. Fire hydrants on or adjacent to the work shall be kept accessible to firefighting equipment at all times.

ARTICLE 30. Compliance with Executive Order 11246

During the performance of this contract, the Contractor agrees to comply with Executive Order 11246 which mandates that the Contractor will not discriminate against any employee or applicant because of race, creed, color, age, sex, handicap or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, age, handicap, familial status or national origin. The complete Executive Order will become part of the contract documents.

SAMPLE CONTRACT

DEMOLITION CONTRACT
Halteman Park
2600 block of W. Lincolnshire Dr.
Muncie, IN

This Contract made this ____ day of _____, 2021 by and between the Office of Community Development, City of Muncie, Indiana, (hereinafter referred to as the "Owner," and _____, (hereinafter referred to as the "Contractor").

WITNESSETH

That for and in consideration of the mutual covenants herewith enumerated, the Owner does hereby hire and employ the Contractor to furnish all materials, equipment and labor necessary to fully perform, and complete the construction described as follows:

DEMOLITION OF HALTEMAN PARK

AS PER SPECIFICATIONS

Construction will be performed according to the plans, standard specifications, drawings and any additional specifications which are on file in the office of Community Development, City of Muncie (hereinafter referred to as CD) and will also reflect any supplemental, general, or special provisions either set out or referred to in the Contractor's bid proposal to the Owner. The Contractor will be paid upon completion of this work, when done to these specifications. Instructions to Bidders and provisions referred to herein are made a part of this Contract the same as herein fully set forth. The Owner and Contractor expressly agree that CD shall have full authority to directly enforce the terms and conditions of this Contract for and on behalf of the Owner. Additionally, they agree that CD shall possess each and every right afforded to the Owner by this Contract, as well as any other right specifically provided herein.

ARTICLE 1. Compensation

The Owner agrees to pay to the Contractor the sum of \$_____ () based on the base bid, accepted alternates and any unit quantities at the specified unit prices stated on the Contractor's attached proposal. The Contractor shall not plead misunderstanding or deception because of these quantities, or because of the character, location, or other conditions pertaining thereto. Actual quantities paid for will be at the contract price or prices; or otherwise as agreed upon by the Contractor or the Owner.

ARTICLE 2. Time of Performance

The Contractor hereby agrees to commence work under this Contract within 30 days following the signing of this contract AND completion of asbestos abatement by others. Starting from the date of such completion, the Contractor has 30 calendar days in order to complete the project and to remove all surplus materials and other clean-up work as so ordered by the Department.

ARTICLE 3. Contract Security

Contract Security on this contract will consist of material and payment bond. On Contracts exceeding \$75,000.00 the Contractor shall furnish a performance bond in an amount of 100% of the Contract Price as

security for faithful performance of the contract for a period of one year. Such security must be furnished at the Pre-Construction Conference.

ARTICLE 4. Insurance

The Contractor shall not commence any work until he obtains, at his own expense, all required insurance. Such insurance shall name the City as an additional named insured with regard to the operation(s) being performed, and insert a clause holding the City harmless. The Contractor will not permit any Subcontractor to commence work on this project until the same insurance requirements have been complied with by each Subcontractor. The Contractor shall furnish evidence of Insurance providing the following coverage and limits:

Coverage	Limits
Comprehensive General Liabilities (Including Contractual)	\$500,000 each person \$500,000 each accident \$1,000,000 aggregate
Property Damage	\$500,000 each person \$1,000,000 aggregate Or \$500,000 CSL Bodily Injury & Property Damage
Workmen's Compensation	Statutory
Employer's Liability	\$250,000.00
Automobile Liability/Bodily Injury	\$500,000 each person \$500,000 each accident
Excess (Umbrella)	\$1,000,000

The Contractor and Subcontractor(s) are required to maintain the above insurance requirement until the project is completed and final payment is issued.

ARTICLE 5. Termination for Default or Convenience

- 5.1 The Department may terminate this Contract, in whole or in part, at any time by written notice to the Contractor. The Contractor shall be paid its costs, including Contract close-out costs and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to be paid to the Owner. If the Contractor has any property in its possession belonging to the City, the Contractor will account for the same, and dispose of it in the manner the Owner directs. The parties agree that the Owner shall not be liable for the cost of the Contractor doing business, his overhead, or salaries if this Contract is terminated.
- 5.2 If the Contractor fails to perform in the manner called for in this Contract, or if the Contractor fails to comply with any other provisions of this Contract, the Department may terminate this Contract for default. Termination shall be affected by serving a "Notice of Termination" on the Contractor setting forth the

manner in which the Contractor is in default. The Contractor will only be paid the Contract price for services performed in accordance with the manner of performance set forth in this Contract.

- 5.3 In the event of a strike, fire, flood, or events which are not the fault of the Contractor, or events that make it impossible or impractical for the Contractor to complete said work on schedule, the Department, after setting up a new performance schedule, may allow the Contractor to continue work, or may treat the said events as a termination for convenience.
- 5.4 In accordance with 24 CFR 85.44 *Termination for Convenience*, this Agreement may also be terminated for convenience by either CD or the Contractor, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, CD determines that the remaining portion of the award will not accomplish the purpose for which the award was made; CD may terminate the award in its entirety.

ARTICLE 6. Compliance with Executive Order 11246

During the performance of this contract, the Contractor agrees as follows:

- 6.1 The Contractor will not discriminate against any employee or applicant because of race, creed, color, age, sex, handicap or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, age, handicap, familial status or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices, to be provided, setting forth the provisions of this nondiscrimination clause.
- 6.2 The Contractor will, in all solicitations or advertisements for employees place by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age, handicap, familial status or national origin.
- 6.3 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement of other contract or understanding, a notice advising the said labor union or worker's representatives of commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 6.4 The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or a veteran of the Vietnam Era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam Era without discrimination based upon their disability or veteran status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 6.5 The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor. No segregated facilities will be maintained as required by Title VI of Civil Rights Acts of 1964.
- 6.6 The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will

permit access to his book, records, time cards, and accounts by the administering agency and the Secretary of Labor for the purposes of investigation to ascertain compliance with such rules, regulations and orders.

- 6.7 In the event of the Contractor's non-compliance with the non-discriminatory clauses of this Contract or with any of the said rules, regulations or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further grantee contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations or order, of the Secretary of Labor, or as otherwise provided by law.
- 6.8 The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. or costs incurred for more than a weekly period, are deemed to be consecutively made or incurred during such weekly periods.

ARTICLE 7. Deleted

ARTICLE 8. Section 3 Clause - Contracts over \$100,000

- 8.1 The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- 8.2 The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- 8.3 The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- 8.4 The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where

the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

- 8.5 The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- 8.6 Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- 8.7 With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

ARTICLE 9. Deleted

ARTICLE 10. Responsibility for Damage Claims

The Contractor shall save and hold harmless the City and its officers, agents and employees from and against all suits or claims that may be based upon alleged injury to any person or property that may occur, or may be alleged to have occurred, in the course of the performance of this Contract by the Contractor, whether such claims shall be made by an employee of the Contractor; and the charges of attorneys and all other costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the City or any of its officers, and expenses, satisfy and discharge the same.

ARTICLE 11. Removal of Defective and Unauthorized Work

- 11.1 **Defective Work** - Whenever inspections show that portions of the work were not constructed in compliance with the terms of this Contract or specifications, the Owner will require the Contractor to remove and replace such portions, and any expense incurred by such correction will be borne by the Contractor.
- 11.2 **Unauthorized Work** - Work done beyond the plans or as otherwise given, will be considered unauthorized and at the expense of the Contractor, and will not be paid for by the Owner. Work so done may be ordered removed and replaced at the Contractor's expense. Should the Contractor fail to remove or renew defective material or work, or unauthorized work, within the time specified, the Owner shall have authority to cause such work to be done at the Contractor's expense, or to default this Contract.

ARTICLE 12. Workmanship

Contractor shall have competent supervision on the job at all times to direct the work. The construction methods used and workmanship performed shall conform to the best-accepted practice and specification for the work to be performed.

ARTICLE 13. Protection of Work and Safety Measures

Contractor shall use care and diligence and shall see that all work performed shall at all times be guarded and protected from any and all loss or damage until the work done is accepted by the Owner. Any loss of or damage to the work performed prior to its acceptance by the Owner due to Contractor's failure to properly guard or protect such work shall be made good by Contractor at his own expense.

ARTICLE 14. Percentage of Work to be performed by Prime Contractor

At least 51% of this Contract must be performed by the Prime Contractor with whom this Contract is made.

ARTICLE 15. Warranty of Construction

In addition to any other warranties set out elsewhere in this Contract, the Contractor warrants that the work performed under this Contract conforms to the Contract requirements and is free of any defect of equipment, material, or design furnished, or workmanship performed by the Contractor or any of his subcontractors or suppliers at any tier. Such warranty shall continue for a period of one year from the date of final acceptance of the work, but with respect to any part of the work of which the Owner takes possession and use, such warranty shall start on the date of possession. Under this warranty, the Contractor shall remedy at his own expense any such failure to conform to Contract requirements or any such defect of equipment, material, workmanship or terms of this clause. The Contractor's warranty with respect to work repaired or replaced hereunder will run for one year from the date of such repair or replacement.

- 15.1 The Owner shall notify the Contractor in writing within a reasonable time after the discovery of any failure, defect, or damage.
- 15.2 Should the Contractor fail to remedy any failure, defect or damage described in Article 10 within a reasonable time (as determined by the Owner) after receipt of notice thereof, the Owner shall have the right to replace, repair, or otherwise remedy such failure, defect, or damage at the Contractor's expense and to recover such cost from the Contractor.
- 15.3 In addition to the other rights and remedies provided by this clause, all subcontractor, manufacturer and supplier warranties, expressed or implied, respecting any work and/or materials shall, at the direction of the Owner, be enforced by the Contractor for the benefit of the Owner. In such case, if the Contractor's warranty under Article 11 above should expire prior to the extended warranties, the Contractor shall execute such warranties with the Owner and its successors named in the warranty provisions.
- 15.4 Notwithstanding any other provision of this clause, unless such a defect is caused by the negligence of the Contractor or his subcontractors or suppliers at any tier, the Contractor shall not be liable for the repair or any damage which results from such defect in Owner-furnished material or design.
- 15.5 The Warranty specified herein shall not limit the Owner's rights under this Contract with respect to latent defects, gross mistake or fraud.

ARTICLE 16. Contract Documentation

The Contractor shall furnish upon request, any documentation relating to his performing as a Contractor or Subcontractor under this Contract. The requested information may be, but is not limited to the following: payroll records, material invoices, subcontract agreements with pertinent attachments, and Section 3 Compliance documentation.

ARTICLE 17. Illegal Immigration Reform and Immigration Responsibility

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

ARTICLE 18. Debarment and Suspension

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. To do this the Contractor must go to www.sam.gov, print off pages showing its contractors and sub-contractors are or are not debarred, suspended, proposed for debarment, declared in-eligible, or voluntarily excluded from participating in this transaction by the Department of any Federal Agency before any work can begin on a project.

ACKNOWLEDGMENT

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

MUNICIPALITY

CONTRACTOR

Gretchen Cheesman, Director
Community Development Department

Name, Title
Company

Signature Date

Signature Date

Dan Ridenour
Mayor

Signature Date

Linda Gregory, President
Board of Public Works & Safety

Signature Date

Ted Baker, Secretary
Board of Public Works & Safety

Signature Date

Lola Mauer, Member
Board of Public Works & Safety

Signature Date

SCOPE OF WORK

EXISTING CONDITIONS

STRUCTURE DEMOLITION

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- 1.1.1 General provisions of the Contract, including any *General Conditions, Supplementary General Conditions*, apply to this Section.

1.2 SUMMARY

- 1.2.1 This Section includes the following:

- .1 Demolition and removal of buildings and site improvements.
- .2 Abandoning in place when permitted by the City of Muncie, and otherwise removing below-grade construction as designated in the Scope of Work.
- .3 Disconnecting, capping or sealing, and abandoning in-place, removing site utilities.

- 1.2.2 Related Sections include the following:

- .1 Division 01 Section "Summary" for use of the premises and phasing requirements.
- .2 Division 01 Section "Temporary Facilities and Controls" for temporary construction, protection facilities, and environmental-protection measures for building demolition operations.
- .3 Division 01 Section "Construction Waste Management and Disposal" for recycling and disposal of non-hazardous demolition wastes.
- .4 Division 02 Section "Structure Demolition" for demolition of buildings, structures, and site improvements.
- .5 Division 31 Section "Site Clearing" for site clearing and removal of above- and below-grade site improvements not part of building demolition.

1.3 DEFINITIONS

- 1.3.1 Demolish: Completely remove and legally dispose of off-site.

- 1.3.2 Recycle: Recovery of steel and other metals, concrete and other hard-fill material for subsequent processing in preparation for reuse.

- 1.3.3 Salvage: Carefully detach from existing construction, in a manner to prevent damage.

1.4 MATERIALS OWNERSHIP

- 1.4.1 Unless otherwise indicated, demolition waste becomes property of Contractor.

- 1.4.2 Historic items, relics, antiques, and similar objects including, but not limited to cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to City that may be uncovered during demolition remain the property of the City.

- .1 Carefully salvage in a manner to prevent damage and promptly return to the City of Muncie.

- .2 Contractor shall salvage and deliver flag pole and tubular welded railing to owner.

1.5 SUBMITTALS

- 1.5.1 Proposed Protection Measures: Submit informational report, including drawings, that indicates the measures proposed for protecting individuals and property for environmental protection, for dust control and, for noise control. Indicate proposed locations and construction of barriers.
 - .1 Adjacent Buildings: Detail special measures proposed to protect adjacent buildings to remain.
- 1.5.2 Schedule of Building Demolition Activities: Indicate the following:
 - .1 Detailed sequence of demolition work, with starting and ending dates for each activity.
 - .2 Temporary interruption of utility services.
 - .3 Shutoff and capping or re-routing of utility services
- 1.5.3 Building Demolition Plans: Drawings indicating the following:
 - .1 Locations of temporary protection and means of egress to be maintained from the adjoining occupied residential and commercial buildings and maintained site areas.
- 1.5.4 Inventory: Submit a list of items to be removed and salvaged and deliver to Project Manager prior to start of demolition.
- 1.5.5 Pre-demolition Photographs: The Contractor is responsible for visiting the site and to the extent possible understanding the existing conditions of the site, building to be demolished and proximity of adjacent buildings and property lines. Contractors are to provide photographs and videos showing existing conditions of adjoining construction and site improvements, including finish surfaces, in order to avoid conflicting view of original, which may arise as a result of demolition activities, or that may otherwise be misconstrued as damage caused by building demolition operations. Submit before Work begins.
- 1.5.6 Landfill Records: Indicate receipt and acceptance of industrial, nonhazardous and hazardous wastes by a landfill facility licensed to accept the identified wastes.

1.6 QUALITY ASSURANCE

- 1.6.1 Regulatory Requirements: Comply with governing U.S.EPA/IDEM notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- 1.6.2 Standards: Comply with ANSI A10.6 and NFPA 241.
- 1.6.3 Pre-demolition Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to building demolition including, but not limited to, the following:
 - .1 Inspect and discuss condition of construction to be demolished.
 - .2 Review structural load limitations of existing structures.
 - .3 Review and finalize building demolition schedule and verify availability of demolition personnel, equipment, and facilities needed to make progress and avoid delays.
 - .4 Review and finalize protection requirements.
 - .5 Review procedures for noise control and dust control.
 - .6 Review procedures for protection of adjacent buildings.
 - .7 Review items to be salvaged and returned to Owner.

1.7 PROJECT CONDITIONS

- 1.7.1 Buildings to be demolished have been vacated and their use discontinued before start of the Work.

- 1.7.2 Buildings immediately adjacent to demolition area will be occupied. Conduct building demolition so operations of occupied buildings will not be disrupted.
 - .1 Provide not less than 72 hours notice of activities that will affect operations of adjacent occupied buildings.
 - .2 Maintain access to existing walkways, exits, and other facilities used by occupants of adjacent buildings.
 - .1 Do not close or obstruct walkways, exits, traffic areas including road and parking, or other facilities used by occupants of adjacent buildings without written permission from authorities having jurisdiction.
- 1.7.3 City of Muncie assumes no responsibility for buildings and structures to be demolished.
 - .1 Conditions existing at time of inspection for bidding purpose will be maintained by the City as far as practical.
- 1.7.4 Hazardous Materials: light lamps, ballasts and thermostats A report on the presence of hazardous materials is available upon request for informational purposes. Asbestos abatement will be completed by others.
- 1.7.5 On-site storage or sale of removed items or materials is not permitted.

1.8 COORDINATION

- 1.8.1 Arrange demolition schedule so as not to interfere with operations of adjacent occupied buildings or residence.

PART 2 PRODUCTS

2.1 SOIL MATERIALS

- 2.1.1 Satisfactory Soils: Comply with requirements in Section "Earth Moving."
- 2.1.2

PART 3 EXECUTION

3.1 EXAMINATION

- 3.1.1 Verify that utilities have been disconnected and capped before starting demolition operations. It is the Contractor's responsibility to confirm and locate extent of all existing above ground and buried utilities and that all such utilities have been cut and capped in compliance with City of Muncie regulations.
 - 3.1.2 Inventory and record the condition of items to be removed and salvaged. Provide photographs and video of conditions that might be misconstrued as damage caused by salvage operations.
 - 3.1.3 Verify that hazardous materials have been remediated before proceeding with building demolition operations.

3.2 PREPARATION

- 3.2.1 Existing Utilities: Locate, identify, disconnect, and seal or cap off indicated utilities serving buildings and structures to be demolished.
 - .1 Contractor is responsible to arrange to shut off utilities as needed.

- .2 Arrange to shut off indicated utilities with utility companies.
 - .3 If removal, relocation, or abandonment of utility services will affect adjacent occupied buildings, then provide temporary utilities that bypass buildings and structures to be demolished and that maintain continuity of service to other buildings and structures.
 - .4 Cut off pipe or conduit a minimum of 24 inches (610) below grade. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing according to requirements of authorities having jurisdiction.
- 3.2.2 Temporary Shoring: Provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent unexpected movement or collapse of construction being demolished.
- .1 Strengthen or add new supports when required during progress of demolition.

3.3 PROTECTION

- 3.3.1 Existing Facilities: Protect adjacent walkways, loading docks, building entries, and other building facilities during demolition operations. Maintain exits from existing buildings.
- 3.3.2 Existing Utilities: Maintain utility services to remain and protect from damage during demolition operations.
- .1 Do not interrupt existing utilities serving adjacent occupied or operating facilities unless authorized in writing by Owner and authorities having jurisdiction.
 - .2 Provide temporary services during interruptions to existing utilities, as acceptable to adjacent property Owners and authorities having jurisdiction.
 - .1 Provide at least [72] <seventy-two> hours notice to the City Project Manager if occupants of adjoining buildings are affected by shutdown of any services required during prosecution of the work.
- 3.3.3 Temporary Protection: Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction and as indicated.
- .1 Protect adjacent buildings and facilities from damage due to demolition activities.
 - .2 Protect existing site improvements, appurtenances, and landscaping to remain.
 - .3 Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees to remain.
 - .4 Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 - .5 Provide protection to ensure safe passage of people around building demolition area and from occupied portions of adjacent buildings and structures.
 - .6 Protect walls, windows, roofs, and other adjacent exterior construction that are to remain and that are exposed to building demolition operations.
 - .7 Erect and maintain dustproof partitions and temporary enclosures to limit dust, noise, and dirt migration to occupied portions of adjacent buildings.
- 3.3.4 Remove temporary barriers and protections where hazards no longer exist. Where open excavations or other hazardous conditions remain, leave temporary barriers and protections in place.

3.4 DEMOLITION, GENERAL

- 3.4.1 General: Demolish existing building completely, and site improvements as discussed in Summary of Work. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - .1 Do not use cutting torches until work area is cleared of flammable materials. Maintain portable fire-suppression devices during flame-cutting operations.
 - .2 Maintain fire watch during and for at least <two hours> hours after flame cutting operations.
 - .3 Maintain adequate ventilation when using cutting torches.
 - .4 Locate building demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
- 3.4.2 Engineering Surveys: During demolition, perform surveys to detect hazards that may result from building demolition activities.
- 3.4.3 Site Access and Temporary Controls: Conduct building demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - .1 Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
 - .2 Use water mist and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations. Do not use water when it may damage adjacent construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.
- 3.4.4 Explosives: Use of explosives is not permitted.

3.5 DEMOLITION BY MECHANICAL MEANS

- 3.5.1 Proceed with demolition of structural framing members systematically, from higher to lower level. Complete building demolition operations above each floor or tier before disturbing supporting members on the next lower level.
- 3.5.2 Remove debris from elevated portions of the building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
 - .1 Remove structural framing members and lower to ground by method suitable to minimize ground impact and dust generation.
- 3.5.3 Salvage: Items to be salvaged are to be designated Section 1.4.2.2.
- 3.5.4 Below-Grade Construction: Demolish foundation walls and other below-grade construction.
 - .1 Remove below-grade construction, including basements, foundation walls, and footings, completely.
- 3.5.5 Existing Utilities: Demolish and remove existing utilities and below-grade utility structures.
 - .1 Piping: Disconnect piping at unions, flanges, valves, or fittings.
 - .2 Wiring Ducts: Disassemble into unit lengths and remove plug-in and disconnecting devices.

3.6 SITE RESTORATION

- 3.6.1 Below-Grade Areas: Completely fill below-grade areas and voids resulting from building demolition operations with satisfactory soil materials according to backfill requirements in Division 31 Section "Earth Moving."

3.6.2 Site Grading: Uniformly rough grade area of demolished construction to a smooth surface, free from irregular surface changes. Provide a smooth transition between adjacent existing grades and new grades.

3.7 REPAIRS

3.7.1 Promptly repair damage to adjacent buildings caused by demolition operations.

3.8 DISPOSAL OF DEMOLISHED MATERIALS

3.8.1 Remove demolition waste materials from Project site. See Division 01 Section "Construction Waste Management and Disposal" for recycling and disposal of demolition waste.

3.8.2 Remove demolition waste materials from Project site and legally dispose of them in an EPA-approved landfill acceptable to authorities having jurisdiction.

.1 Do not allow demolished materials to accumulate on-site.

.2 Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

.3 Salvage: Concrete and other hard-fill materials can be disposed of at acceptable hard-fill sites identified by the contractor or transported to the parcel located at the southwest corner of the intersection of Interstate 69 and State road 332 with no disposal charge.

3.8.3 Do not burn demolished materials.

3.9 CLEANING

3.9.1 Clean adjacent structures and improvements of dust, dirt and debris caused by building demolition operations. Return adjacent areas to condition existing before building demolition operations began.

END OF SECTION

EXISTING CONDITIONS

RECYCLING OF HAZARDOUS AND UNIVERSAL WASTE

PART 2 GENERAL

1.2 DESCRIPTION

Provide the removal, packaging, transportation and recycling of all hazardous and universal wastes in compliance with all applicable regulations and industry guidelines.

1.3 RELATED REQUIREMENTS

1.2.2 General provisions of the Contract, including *General Conditions*, *Supplementary General Conditions*, and *Special Conditions* apply to work of this Section.

1.4 APPLICABLE REGULATIONS AND PUBLICATIONS

1.4.1 The publications listed below form a part of this Specification to the extent referenced. The publications are referenced in text by basic designation only.

- .4 Identification and Listing of Hazardous Waste, U.S. EPA, 40 CFR Part 261.
- .5 Standards Applicable to Generators of Hazardous Waste, U.S. EPA, 40 CFR Part 262.
- .6 Standards Applicable to Transporters of Hazardous Waste, U.S. EPA, 40 CFR Part 263.
- .7 Standards for Universal Waste Management, U.S. EPA, 40 CFR Part 273.
- .8 Polychlorinated Biphenyls (PCBs) Manufacturing, Processing, Distribution in Commerce, and use Prohibitions, U.S. EPA, 40 CFR Part 761, Subpart D – Storage and Disposal.

2 DEFINITIONS

1.4.3 All terms not defined herein shall have the meaning given in the applicable publications and regulations.

- .1 “Ballast” means a device that electrically controls light fixtures and that includes a capacitor containing 0.1 kg or less of dielectric. Ballasts are found in fluorescent and high intensity discharge light fixtures.
- .2 “Battery” means a device consisting of one or more electrically connected electrochemical cells which are designed to receive, store, and deliver electric energy. An electrochemical cell is a system consisting of an anode, cathode, and an electrolyte, plus such connections (electrical and mechanical) as may be needed to allow the cell to deliver or receive electrical energy. The term battery also includes an intact, unbroken battery from which the electrolyte has been removed. Batteries affected by this Specification include nickel-cadmium and lead-acid batteries.
- .3 “Capacitor” means a device for accumulating and holding a charge of electricity and consisting of conducting surfaces separated by a dielectric. Capacitors are found in ballasts. Types of capacitors are as follows:
 - .1 “Small capacitor” means a capacitor which consists less than 1.36 kg (3 lbs.) of dielectric fluid. The following assumptions may be used if the actual weight of the dielectric fluid is unknown. A capacitor whose total volume is less than 1,639 cubic centimeters (100 cubic inches) may be considered to contain less than 1.36 kgs (3 lbs.) of dielectric fluid and a capacitor whose total volume is more than 3,278 cubic centimeters (200 cubic inches) must be considered to contain more than 1.36 kg (3 lbs.) of dielectric fluid. A capacitor whose volume is between 1,639 and 3,278 cubic centimeters may be considered to contain less than 1.36 kg (3 lbs.) of dielectric fluid if the total weight of the capacitor is less than 4.08 kg (9 lbs.).
 - .2 “Large high voltage capacitor” means a capacitor which contains 1.36 kg (3 lbs.) or more of dielectric fluid and which operates at 2,000 volts (a.c. or d.c.) or above.
 - .3 “Large low voltage capacitor” means a capacitor which contains 1.36 kg (3 lbs.) or more of dielectric fluid and which operates below 2,000 volts (a.c. or d.c.).
 - .4 “Destination facility” means a facility that treats, disposes of, or recycles a particular

category of universal waste. A facility at which a particular category of universal waste is only accumulated is not a destination facility for purposes of managing that category of universal waste.

- .5 "DEHP" means di (2 ethylhexyl) phthalate, which is a hazardous material as defined by the EPA that was used in some ballasts manufactured between 1979-1991 replacing PCBs.
- .6 "Generator" means any person, by site, whose act or process produces hazardous waste whose act first causes a hazardous waste to become subject to the hazardous waste rules.
- .7 "Lamp" or "universal waste lamp" means the bulb or tube portion of an electric lighting device. A lamp is specifically designed to produce radiant energy, most often in the ultraviolet, visible, and infra-red regions of the electromagnetic spectrum. Examples of common universal waste electric lamps include, but are not limited to, fluorescent, high intensity discharge, neon, mercury vapor, high pressure sodium, incandescent, and metal halide lamps.
- .8 "Mercury-containing equipment" means a device or part of a device (including thermostats, but excluding batteries and lamps) that contains elemental mercury integral to its function.
- .9 "PCB" and "PCBs" means any chemical substance that is limited to the biphenyl molecule that has been chlorinated to varying degrees or any combination of substances which contains such substance. Refer to 40 CFR 761.1(b) for applicable concentrations of PCBs. PCB and PCBs as contained in PCB items are defined in 40 CFR 761.3. For any purposes under this part, inadvertently generated non-Aroclor PCBs are defined as the total PCBs calculated following division of the quantity of monochlorinated biphenyls by 50 and dichlorinated biphenyls by 5.
- .10 "Thermostat" means a temperature control device that contains metallic mercury in an ampule attached to a bimetal sensing element, and mercury-containing ampules that have been removed from these temperature control devices.
- .11 "Transfer facility" means any transportation-related facility including loading docks, parking areas, and other similar areas where shipments of PCB waste are held during the normal course of transportation. Transport vehicles are not transfer facilities under this definition, unless they are used for the storage of PCB waste, rather than for actual transport activities. Storage areas for PCB waste at transfer facilities are subject to the storage facility standards of 40 CFR 761.65, but such storage areas are exempt from the approval requirements of 40 CFR 761.65(d) and the record keeping requirements of 40 CFR 761.180, unless the same PCB waste is stored there for a period of more than 10 consecutive days between destinations.
- .12 "Transporter of PCB waste" means, for the purposes of 40 CFR 761, Subpart K, any person engaged in the transportation of regulated PCB waste by air, rail, highway, or water for purposes other than consolidation by a generator.
- .13 "Universal waste" means any of the following hazardous wastes:
 - .1 Batteries
 - .2 Thermostats and other mercury-containing devices (i.e. gauges and switches); and
 - .3 Lamps

- .14 "Universal waste handler" means:
 - .1 A generator (as defined in this rule) of universal waste; or
 - .2 The owner or operator of a facility, including all contiguous property, that receives universal waste from other universal waste handlers, accumulates universal waste, and sends universal waste to another universal waste handler, to a destination facility, or to a foreign destination.
- .15 "Universal waste transfer facility" means any transportation-related facility including loading docks, parking areas, storage areas, and other similar areas where shipments of universal waste are held during the normal course of transportation for ten days or less.
- .16 "Universal waste transporter" means a person engaged in the off-site transportation of universal waste by air, rail, highway, or water.

3 SUBMITTALS

- 1.5.3 Prior to the start of work, submit the company name, address, telephone number, fax number, e-mail address, contact person, applicable licenses/certifications/permits, and general qualifications/experience documentation for the following:
 - .2 Universal Waste Transporter
 - .3 Universal Waste Destination Facility
 - .4 Transporter of PCB Waste
 - .5 PCB Waste Transfer Facility
 - .6 PCB Waste Recycling Facility
 - .7 PCB Waste Permitted Disposal Facility
 - .8 Drum Sampling and Disposal
- 1.5.4 Prior to the start of the work, submit documentation identifying the chain of custody for each hazardous waste and universal waste material included in this scope of work.
- 1.5.5 Prior to the removal of any hazardous or universal waste from the site, submit to the City of Muncie Project Manager a tabulation of each hazardous and universal waste [lamps (each type), ballasts, mercury-containing devices other than lamps, and batteries (each type)].
- 1.5.6 At the completion of the work submit the following:
 - .1 PCB-containing waste: waste manifest or signed chain of custody, recycling receipt(s), and a certificate of destruction for the PCBs.
 - .2 Universal Waste: waste manifest or signed chain of custody and recycling receipt(s) for all materials.
 - .3 Analytical results from drum sampling
 - .4 Waste manifest for disposal of eight (8) drums

1.7 EMPLOYEE TRAINING

- 1.6.1 Employers shall inform or train all employees who handle or have responsibility for managing universal or hazardous waste in compliance with all applicable regulations. The information or training shall describe proper handling and emergency procedures appropriate to the type(s) of universal or hazardous waste handled.

1.9 PROJECT NOTES

- 1.7.1 This building is to be completely demolished. As such, all universal waste materials and all designated light fixture ballasts shall be removed and recycled from the building and the site.

PART 2 PRODUCTS

NOT APPLICABLE

PART 3 EXECUTION

3.10 REMOVAL AND RECYCLING OF UNIVERSAL WASTE

- 3.1.4 Locate and carefully remove without damaging all designated items defined above as universal waste. These items may be located within the building, including all occupied and unoccupied portions of the building (i.e. basements, crawl spaces, tunnels, chases and attics); outside the building, including on the roof, on the face of the building, and on the site; and associated with all other designated buildings on site (i.e. garages, storage buildings).
- 3.1.5 Manage all universal waste items in a way that prevents releases of any universal waste or component of a universal waste to the environment.
- .1 Immediately contain all releases of universal wastes and other residues from universal wastes.
 - .2 Determine whether any material resulting from the release is hazardous waste, and if so, manage the hazardous waste in compliance with all applicable State of Indiana and the U.S.EPA regulations.
- 3.1.3 Carefully place undamaged/unbroken universal waste items in appropriate containers for temporary storage and shipment.
- .1 Any universal waste that shows evidence of leakage, spillage, or damage that could cause leakage under reasonably foreseeable conditions, including any broken lamp, shall be placed in a separate container (not included with non-leaking, undamaged universal wastes) and the container must be closed, structurally sound, compatible with the contents, and must lack evidence of leakage, spillage, or damage that could cause leakage under reasonably foreseeable conditions.
- 3.1.4 Universal waste shall be clearly labeled or marked to identify: 1) the Owner, 2) the specific facility from which these materials have been removed, including address, 3) the initial date on which the container was filled, and 4) the type of universal waste.
- .1 Batteries: "Universal Waste – Battery(ies)", or "Waste Battery(ies)", or "Used Battery(ies)"
 - .2 Thermostats and other specified mercury-containing equipment: "Universal Waste –

Mercury Thermostat(s) (or Equipment)", or "Waste Mercury Thermostat(s) (or Equipment)", or "Used Mercury Thermostat(s) (or Equipment)"

.3 Lamps: "Universal Waste – Lamp(s)", or "Waste Lamp(s)", or "Used Lamp(s)".

- 3.1.5 Prior to the shipment of universal waste to a Destination Facility, the Contractor shall inventory all of the universal waste as defined in Article 1.06, C above. The Contractor shall contact the Environmental Consultant and the Contractor and the Environmental Consultant will inspect all project areas to confirm that all universal waste items have been removed and collected. The Contractor shall provide any and all evidence requested by the Environmental Consultant to confirm the removal of all universal waste. The Contractor and the Environmental Consultant shall also review the universal waste inventory.
- 3.1.6 All universal waste shall be carefully loaded into the transportation vehicle so as not to damage the containers or their contents.
- 3.1.7 All universal waste shall be shipped to a Destination Facility by a Universal Waste Transporter in compliance with rules 40 CFR Part 273.
- 3.1.8 Upon completion of the recycling process, the Contractor shall submit to the Environmental Consultant waste manifest(s) or signed chain of custody(ies) and recycling receipt(s) for all universal waste materials.

3.11 REMOVAL AND RECYCLING OF HAZARDOUS WASTE

3.2.2 Locate and carefully remove without damaging all designated light fixture ballasts. These ballasts may be located within the building, including all occupied and unoccupied portions of the building (i.e. basements, crawl spaces, tunnels, chases and attics); outside the building, including on the roof, on the face of the building, and on the site; and associated with all other designated buildings on site (i.e. garages, storage buildings). Light fixture ballasts designated for removal and recycling shall include:

.5 Ballasts that are NOT labeled as "No PCBs".

.6 Ballasts labeled "No PCBs" manufactured between 1979 and 1991 that contain DEHP.

- 3.2.3 Except as otherwise noted, the Contractor shall access all light fixtures that may contain a ballast and confirm whether the ballast must be removed and recycled as specified herein. The Contractor shall maintain visual access to all light fixtures that contain or contained ballasts for verification by the Environmental Consultant as to the applicability of these Specification requirements.
 - 3.2.4 It shall be the Contractor's responsibility to confirm whether ballasts labeled "No PCBs" manufactured between 1979 and 1991 contain DEHP. Confirmation shall consist of manufacturer's product literature for the specific ballasts present or shall consist of laboratory analysis based on the testing requirements of 40 CFR 261.10 through 24. Confirmation documentation shall be provided to the Project Manager. In lieu of the noted documentation, the Contractor may presume that all ballasts labeled "No PCBs" are DEHP-containing and remove and recycle these ballasts as specified herein.
 - 3.2.5 Manage all light fixture ballasts in a way that prevents releases of any hazardous substance or component of a hazardous substance to the environment.
- .2 Immediately contain all releases of hazardous substances and other residues from hazardous substances, and manage the hazardous substances in compliance with 40 CFR

261 and 761.

- 3.2.5 Carefully place undamaged light fixture ballasts in appropriate containers (drums) for temporary storage and shipment in accordance with applicable Environmental Protection Agency (EPA) and Department of Transportation (DOT) regulations.
- .2 Any light fixture ballast that shows evidence of leakage or damage that could cause leakage under reasonably foreseeable conditions, including any broken lamp, shall be placed in a separate container (not included with non-leaking ballasts) and the container must be closed, structurally sound, compatible with the contents, and must lack evidence of leakage, spillage, or damage that could cause leakage under reasonably foreseeable conditions.
- 3.2.6 Ballast disposal containers shall be clearly labeled or marked to identify: 1) the Owner, 2) the specific facility from which these materials have been removed, including address, 3) the initial date on which the container was filled, 4) a unique identification number, 5) a description of the contents, and 6) all EPA or DOT-required labels.
- 3.2.7 Prior to the shipment of light fixture ballasts to a Recycling Facility, the Contractor shall inventory all of the light fixture ballasts as defined in Article 1.06, C above. The Contractor shall contact the Project Manager who will inspect all project areas to confirm that all specified light fixture ballasts have been removed and collected. The Contractor shall provide any and all evidence requested by the Project Manager to confirm the removal of all universal waste. The Contractor and the Project Manager shall also review the light fixture ballast inventory.
- 3.2.8 All light fixture ballast containers shall be carefully loaded into the transportation vehicle so as not to damage the containers or their contents.
- 3.2.9 All light fixture ballast containers shall be shipped to a Recycling Facility by a Hazardous Waste Transporter in compliance with EPA regulations 40 CFR Part 263.
- 3.2.10 Upon completion of the recycling process, the Contractor shall submit to the Project Manager waste manifest(s) or signed chain of Custody(ies), and recycling receipt(s) confirming the incineration of all hazardous substances for all light fixture ballasts.
- 3.2.11 Following sampling of the 8-55 gallon drums, using U.S.EPA protocol, arrange for proper disposal of the drums and contents. Signed chain-of-custody forms and manifests shall be submitted upon completion.

END OF SECTION

EARTHWORK

EARTH MOVING

PART 3 GENERAL

1.3 RELATED DOCUMENTS

- 1.1.1 General provisions of the Contract, including any *General Conditions, Supplementary General Conditions*, apply to this Section.

3.2 SUMMARY

1.2.3 This Section includes the following:

- .4 Preparing sub-grades for slabs-on-grade, walks, pavements, lawns and grasses.
- .5 Excavating and backfilling for buildings and structures.
- .6 Drainage courses for slabs-on-grade.
- .7 Subbase course for concrete walks and pavements.

1.2.3 Related Sections include the following:

- .6 Division 31 Section "Site Clearing" for temporary erosion and sedimentation control measures, site stripping, grubbing, stripping and stockpiling topsoil, and removal of above and below-grade improvements and utilities.
- .7 Division 32 Section "Turf and Grasses" for finish grading, including preparing and placing topsoil and planting soil for lawns.
- .8 Division 32 Section "Plants" for planting bed establishment and tree and shrub pit excavation.

4 DEFINITIONS

4.2.1 Backfill: Soil material or controlled low-strength material used to fill an excavation.

- .1 Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
- .2 Final Backfill: Backfill placed over initial backfill to fill a trench.

1.3.2 Base Course: Course placed between the sub-base course and hot-mix asphalt paving.

1.3.3 Bedding Course: Course placed over the excavated sub-grade in a trench before laying pipe.

1.3.4 Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.

1.3.5 Drainage Course: Course supporting the slab-on-grade that also minimizes upward capillary flow of pore water.

1.3.6 Excavation: Removal of material encountered above sub-grade elevations and to lines and dimensions indicated.

1.3.7 Fill: Soil materials used to raise existing grades.

1.3.8 Structures: Buildings, footings, foundations, retaining walls, slabs, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.

1.3.9 Sub-base Course: Course placed between the sub-grade and base course for hot-mix asphalt pavement, or course placed between the sub-grade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.

1.3.10 Sub-grade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below sub-base, drainage fill, or topsoil materials.

1.3.11 Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

5 SUBMITTALS

1.4.4 Product Data: For the following:

- .1 Controlled low-strength material, including design mixture

1.5 QUALITY ASSURANCE

1.5.1 Codes and Standards: Perform earthwork complying with requirements of authorities having jurisdiction.

1.5.2 Before commencing earthwork, meet with City of Muncie to review earthwork procedures and responsibilities including testing and inspection procedures for fill material.

1.6 PROJECT CONDITIONS

1.5.7 Existing Utilities: Do not interrupt utilities serving facilities occupied by adjacent property owners unless permitted in writing by Project Manager and then only after arranging to provide temporary utility services according to requirements indicated.

.1 Notify Project Manger not less than 72 hours in advance of proposed utility interruptions.

.2 Do not proceed with utility interruptions without Project Manager's written permission.

.3 Contact Utility locator service for area where Project is located before excavating.

1.5.4 Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies to shut off services if lines are active.

PART 2 PRODUCTS

2.2 SOIL MATERIALS

2.1.3 General: Provide off-site borrow soil materials.

2.1.4 Satisfactory Soils: Soils containing less than 25 percent pulverized shale fragments, free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, organics, vegetation, and other deteriorated matter.

2.1.5 Unsatisfactory Soils: Silt, highly organic soils, wood, roots, trash, debris, and other soils and materials are not acceptable.

.1 Unsatisfactory soils also include satisfactory soils not maintained with 2 percent of optimum moisture content at time of compaction.

2.1.4 Sub-base Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2 inch sieve and not more than 12 percent passing a No. 200 sieve.

2.1.5 Base Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1 inch sieve and not more than 8 percent passing a No. 200 sieve.

2.1.6 Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2 inch sieve and not more than 12 percent passing a No. 200 sieve.

2.1.7 Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1 inch sieve and not more than 8 percent passing a No. 200 sieve.

2.1.8 Drainage Course: Narrowly graded mixture of washed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2 inch sieve and 0 to 5 percent passing a No. 8 sieve.

2.1.9 Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D 448; coarse-aggregate grading Size 67; with 100 percent passing a 1 inch sieve and 0 to 5 percent passing a No. 4 sieve.

2.1.10 Sand: ASTM C 33; fine aggregate, natural, or manufactured sand.

2.1.11 Impervious Fill: Clayey gravel and sand mixture capable of compacting a dense state.

PART 3 EXECUTION

3.12 PREPARATION

3.1.6 Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

- 3.1.7 Protect and maintain erosion and sedimentation controls during earthwork operations.
- 3.1.8 Provide protective insulating materials to protect sub-grades and foundation soils against freezing temperatures or frost.
- 3.13 DEWATERING
 - 3.2.3 Prevent surface water and ground water from entering excavations, form ponding on prepared sub-grades, and from flooding Project site and surrounding area.
 - 3.2.4 Protect sub-grades from softening, undermining, washout, and damage by rain or water accumulation.
 - .1 Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated utility trenches as temporary drainage ditches.
 - .2 Install a dewatering system to keep sub-grades dry and convey ground water away from excavations. Maintain until dewatering is no longer required.
- 3.14 EXPLOSIVES
 - 3.3.1 Explosives: Do no use explosives.
- 3.15 EXCAVATION FOR STRUCTURES
 - 3.4.1 Excavate to bottom of all foundations and footers. If applicable, extend excavations a sufficient distance from structures for removing existing concrete framework, and for inspections.
- 3.16 EXCAVATION FOR WALKS AND PAVEMENTS
 - 3.5.1 Excavate surfaces under walks and pavements.
- 3.17 SUBGRADE INSPECTION
 - 3.7.1 Notify Project Manager when excavations have reached required sub-grade.
 - 3.7.2 If Project Manager determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
 - 3.7.3 Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in Work, only if preapproved by City of Muncie.
 - 3.7.4 Reconstruct sub-grades damage by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Project Manager, without additional compensation.
- 3.18 UNAUTHORIZED EXCAVATION
 - 3.8.1 Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill may be used when approved by Project Manager.
 - .1 Fill unauthorized excavations under other construction or utility pipe as directed by Project Manager.
- 3.19 STORAGE OF SOIL MATERIALS
 - 3.9.1 Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - .1 Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.
- 3.20 BACKFILL

- 3.10.1 Place and compact backfill in excavations promptly, but not before completing the following:
- .1 Construction below finish grade including, where applicable, subdrainage, dampproofing, waterproofing, and perimeter insulation.
 - .2 Identify locations of underground utilities for Record Documents
 - .3 Inspect underground utilities
 - .4 Removing concrete formwork
 - .5 Removing trash and debris
 - .6 Removing temporary shoring and bracing, and sheeting
 - .7 Installing permanent or temporary horizontal bracing or horizontally supported walls.
- 3.10.2 Place backfill on sub-grades free of mud, frost, snow or ice.

3.21 UTILITY TRENCH BACKFILL

- 3.11.1 For sanitary sewer, storm sewer, and water lines place backfill on sub-grades free of mud, frost, snow or ice.
- 3.11.2 Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- 3.11.3 Backfill trenches excavated under footings and within 18 inches of bottom of footings with satisfactory soil; fill with concrete to elevation of bottom of footings.
- 3.11.4 Provide 4-inch-thick, concrete-base slab support for piping or conduit less than 30 inches below surface of roadways. After installing and testing, completely encase piping or conduit in a minimum of 4 inches of concrete before backfilling or placing roadway sub-base.
- 3.11.5 Place and compact initial backfill material, free of particles larger than 1 inch in any dimension, to a height of 12 inches over the utility pipe or conduit.
- .1 Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of utility piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.
- 3.11.6 Controlled Low-Strength Material: Place initial backfill of controlled low-strength material to a height of 12 inches over the utility pipe or conduit.
- 3.11.7 Backfill voids with satisfactory soil while installing and removing shoring and bracing.
- 3.11.8 Place and compact final backfill of satisfactory soil to final sub-grade elevation.
- 3.11.9 Controlled Low-Strength Material: Place final backfill of controlled low-strength material to final sub-grade elevation.

3.22 SOIL FILL

- 3.12.1 Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- 3.12.2 Place and compact fill material in layers to required elevations in accordance with sections 3.13 and 3.14 and as follows:
- .1 Under grass areas, use satisfactory soil material or engineered fill.
 - .2 Under walks and pavements, use satisfactory soil material (excluding topsoil) or engineered fill.
 - .3 Under steps and ramps, use satisfactory soil material (excluding topsoil) or engineered fill.

.4 Under footings and foundations, use satisfactory (excluding topsoil) soil material or engineered fill.

3.12.3 Place soil fill on sub-grades free of mud, frost, snow, or ice.

3.23 SOIL MOISTURE CONTROL

3.13.1 Uniformly moisten or aerate sub-grade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.

.1 Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.

.2 Remove and replace, or scarify and air dry otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.24 OF SOIL BACKFILLS AND FILLS

3.14.1 Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.

3.14.2 Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.

3.14.3 Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 698:

.1 Under structures, building slabs, steps, and pavements, including 10 feet beyond all such areas, compact each layer of backfill or fill soil material at 100 percent maximum dry density.

.2 Under walkways, compact each layer of backfill or fill soil material at 100 percent maximum dry density.

.3 Under lawn or unpaved areas, scarify and re-compact top 6 inches below sub-grade and compact each layer of backfill or fill soil material at 95 percent maximum dry density.

.4 For utility trenches, compact each layer of initial and final backfill soil material at 100 percent maximum dry density.

3.25 GRADING

3.15.1 General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements.

.1 Provide a smooth transition between adjacent existing grades and new grades.

.2 Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.

3.15.2 Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish sub-grades to required elevations within the following tolerances:

.1 Lawn or Unpaved Areas: Plus or minus 1 inch.

.2 Walks: Plus or minus 1 inch.

.3 Pavements: Plus or minus 1/2 inch.

3.15.3 Grading inside Building Lines: Finish sub-grade to a tolerance of 1/2 inch when tested with a 10 foot straightedge.

3.26 DISPOSAL OF SURPLUS AND WASTE MATERIALS

3,1,5.1 Disposal: Transport surplus satisfactory soil to designated storage areas as directed by Project Manager. Stockpile or spread soil as directed by Project Manager.

.1 Remove waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off property.

3.5.1.2 Excavated pavements shall be considered waste material and shall not be incorporated into fills.

END OF SECTION

TURF AND GRASSES

PART 4 GENERAL

1.4 RELATED DOCUMENTS

1.1.1 General provisions of the Contract, including any *General Conditions*, *Supplementary General Conditions*, apply to this Section.

5.2 SUMMARY

1.2.4 This Section includes the following:

.8 Seeding.

.9 Lawn renovation.

1.2.4 Related Sections include the following:

.9 Section "Site Clearing" for topsoil stripping and stockpiling.

.10 Section "Earth Moving" for excavation, filling and backfilling, and rough grading.

.11

6 DEFINITIONS

6.2.1 Finish Grade: Elevation of finished surface of planting soil.

6.2.2 Manufactured Soil: Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.

6.2.3 Planting Soil: Native or imported topsoil, manufactured topsoil, or surface soil modified to become topsoil; mixed with soil amendments.

6.2.4 Sub-grade: Surface or elevation of subsoil remaining after completing excavation, or top surface of a fill or backfill immediately beneath planting soil.

6.2.5 Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.

7 SUBMITTALS

1.4.5 Product Data: For each type of product indicated.

1.4.6 Certification of Seed: From seed vendor for seed mixture stating the botanical and common name and percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.

1.4.7 Qualification Data: For qualified landscape Installer.

1.4.8 Product Certificates: For fertilizers, from manufacturer.

1.4.9 Maintenance Instructions: Recommended procedures to be established by Owner for maintenance of lawns during a calendar year. Submit before expiration of required initial maintenance periods.

1.6 QUALITY ASSURANCE

1.5.3 Installer Qualifications: A qualified landscape installer whose work has resulted in successful lawn establishment.

.1 Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when planting is in progress.

.2 Maintenance Proximity: Not more than one (1) hours' normal travel time from installer's place of business to Project site.

1.7 DELIVERY, STORAGE, AND HANDLING

1.5.8 Seed: Deliver seed in original sealed, labeled, and undamaged containers.

1.7 PROJECT CONDITIONS

1.7.1 Planting Restrictions: Plant during one of the following periods. Coordinate planting periods with initial maintenance periods to provide required maintenance from date of Substantial Completion.

.1 Spring Planting: March 15 to May 31

.2 Fall Planting: August 15 to October 31

1.7.2 Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit.

PART 2 PRODUCTS

2.3 SEED

2.1.6 Clover Seed: Fresh, clean, dry, new-crop seed complying with the specifications shown in pictures *White Dutch Clover specifications*.

2.1.7 Rye Seed: Fresh, clean, dry, new-crop seed complying with the specifications shown in pictures *Annual Ryegrass specifications*.

2.1.8 Seed Species: State-certified seed of species, as follows: White Dutch Clover and Annual Ryegrass

2.1.9 Clover Seed Mix: Seed of clover species as follows, with not less than 65 percent germination, not less than 65.5 percent pure seed, and completely free of noxious weeds and greases.

2.1.10 Rye Seed Mix: Seed of rye species as follows, with not less than __ percent germination, not less than __ percent pure seed, and completely free of noxious weeds and greases.

2.1.11 Seed Mix: A ratio of 1-part White Dutch Clover to 1-part Annual Ryegrass shall be used to seed the area.

2.2 TOPSOIL

2.2.1 Topsoil: ASTM D 5268, pH range of 5.5 to 7, a minimum of 4 percent organic material content; free of stones 1/2 inch or larger in any dimension and other extraneous materials harmful to plant growth.

- .1 Topsoil Source: Reuse surface soil stockpiled on-site if available. Verify suitability of stockpiled surface soil to produce topsoil. Clean surface soil of roots, plants, sod, stones, clay lumps, and other extraneous materials harmful to plant growth.
 - .1 Supplement with imported or manufactured topsoil from off-site sources when quantities are insufficient. Obtain topsoil displaced from naturally well-drained construction or mining sites where topsoil occurs at least 4 inches deep; do not obtain from bogs or marshes.
- .2 Topsoil Source: Import topsoil or manufactured topsoil from off-site sources as necessary. Obtain topsoil displaced from naturally well-drained construction or mining sites where topsoil occurs at least 4 inches deep; do not obtain from bogs or marches.
- .3 Topsoil Source: Amend existing in-place surface soil to produce topsoil. verify suitability of surface soil to produce topsoil. Clean surface soil of roots, plants, sod, stones, clay lumps, and other extraneous materials harmful to plant growth.
 - .1 Surface soil may be supplemented with imported or manufactured topsoil from off-site sources. Obtain topsoil displaced from naturally well-drained construction or mining sites where topsoil occurs at least 4 inches deep; do not obtain from bogs or marshes.

2.3 MULCHES

- 2.3.1 Straw Mulch: Provide air-dry, clean, mildew-and seed-free, salt hay or threshed straw of wheat, rye, oats, or barley.
- 2.3.2 Fiber Mulch: Biodegradable, dyed-wood, cellulose-fiber mulch; nontoxic; free of plant growth or germination inhibitors; with a maximum moisture content of 15 percent and a pH range of 4.5 to 6.5.
- 2.3.3 Nonasphaltic Tackifier: Collodial tackifier recommended by fiber-mulch manufacturer for slurry application; nontoxic and free of plant-growth or germination inhibitors.
- 2.3.4 Asphalt Emulsion: ASTM D 977, Grade SS-1; nontoxic and free of plant-growth or germination inhibitors.

2,5 EROSION-CONTROL MATERIALS

- 2.5.1 Erosion-Control Fiber Mesh: Biodegradable burlap or spun-coir mesh, a minimum of 0.92 lb/sq. yd., with 50 to 65 percent open area. Include manufacturer's recommended steel wire staples, 6 inches long.

PART 3 EXECUTION

3.27 EXAMINATION

- 3.1.9 Examine areas to received seeding for compliance with requirements and other conditions affecting performance.
- 3.1.10 Proceed with installation only after unsatisfactory conditions have been corrected.

3.28 PREPARATION

- 3.2.5 Protect structures, utilities, sidewalks, pavements, and other facilities, trees, shrubs, and plantings from damage caused by planting operations.

.3 Protect grade stakes set by others until directed to remove.

3.2.6 Protect structures, utilities, sidewalks, pavements, and other facilities, trees, shrubs, and Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

3.29 PLANTING PREPARATION

3.3.2 Limit sub-grade preparation to areas to be planted.

3.3.3 Newly Graded Sub-grades: Loosen sub-grade to a minimum depth of 4 inches. Remove stones larger than 1 inch in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.

.1 Spread planting soil mix to a depth of 4 inches but not less than required to meet finish grades after light rolling and natural settlement. Do not spread if planting soil or sub-grade is frozen, muddy, or excessively wet.

3.3.4 Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Grade to within plus or minus 1/2 inch of finish elevation. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit finish grading to areas that can be planted in the immediate future.

3.3.5 Moisten prepared areas before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.

3.3.6 Before planting, restore areas if eroded or otherwise disturbed after finish grading.

3.30 PREPARATION FOR EROSION-CONTROL MATERIALS

3.4.2 Prepare areas as specified in "Planting Preparation" Article.

3.4.3 For erosion-control blanket or mesh, install from top of slope, working downward, and as recommended by material manufacturer for site conditions. Fasten as recommended by material manufacturer.

3.4.4 Moisten prepared area before planting if surface is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.

3.31 SEEDING

3.5.2 Sow seed with spreader or seeding machine. Do not broadcast or drop seed when wind velocity exceeds 5 mph. Evenly distribute seed by sowing equal quantities in two directions at right angles to each other.

.1 Do not use wet seed or seed that is moldy or otherwise damaged.

.2 Do not seed against existing trees. Limit extent of seed to outside edge of planting saucer.

3.5.3 Sow new seed at a total rate of:

.1 Annual Ryegrass: 20 lbs. per acre.

.2 White Dutch Clover: 8 lbs. per acre.

3.5.4 Rake seed lightly into top 1/8 inch of soil, roll lightly, and water with fine spray.

3.5.5 Protect seeded areas with slopes not exceeding 5:1 by spreading straw mulch. Spread uniformly at a minimum rate of 2 tons/acre to form a continuous blanket 1 1/2 inches in loose depth over seeded areas. Spread by hand, blower, or other suitable equipment.

.1 Bond straw mulch by spraying with asphalt emulsion at a rate of 10 to 12 gal./1000 sq. ft. Take precautions to prevent damage or staining of structures or other plantings adjacent to mulched areas. Immediately clean damaged or stained areas.

3.32 CLEANUP AND PROTECTION

- 3.10.3 Promptly remove soil and debris, created by lawn work, from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.
- 3.10.4 Erect temporary fencing or barricades and warning signs as required to protect newly planted areas from traffic. Maintain fencing and barricades throughout initial maintenance period and remove after lawn is established.
- 3.10.5 Remove non-degradable erosion-control measures after grass establishment period.

END OF SECTION

EARTHWORK

SITE CLEARING

PART 5 GENERAL

1.5 RELATED DOCUMENTS

- 1.1.1 General provisions of the Contract, including any *General Conditions*, *Supplementary General Conditions*, apply to this Section.

7.2 SUMMARY

- 1.2.5 This Section includes the following:
 - .10 Protecting existing trees, shrubs, groundcovers, plants, and grass, to remain.
 - .11 Removing existing trees, shrubs, groundcovers, plants, and grass as indicated on drawings.
 - .12 Clearing and grubbing.
 - .13 Removing above-and below-grade site improvements.
 - .14 Disconnecting, capping or sealing, and removing site utilities.
 - .15 Temporary erosion and sedimentation control measures.
- 1.2.5 Related Sections include the following:
 - .12 Division 31 Section "Earth Moving" for soil materials, excavating, backfilling, and site grading.

DEFINITIONS

- 7.2.1 Tree Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction, and defined by the drip line of individual trees or the perimeter drip line of groups of trees, unless otherwise indicated.

8 QUALITY ASSURANCE

- 1.4.10 Pre-installation Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination."

9 PROJECT CONDITIONS

- 1.5.9 Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
 - .9 Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 - .10 Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
- 1.5.10 Salvable Improvements: Carefully remove items indicated to be salvaged and store at Project Manager's direction.
- 1.5.4 Utility Locator Service: Notify utility locator service for area where Project is located before site clearing.
- 1.5.5 Do not commence site clearing operations until temporary erosion and sedimentation control measures are in place.

PART 2 PRODUCTS

2.4 SOIL MATERIALS

- 2.1.12 Satisfactory Soil Materials: Requirements for satisfactory soil materials are specified in Division 31 Section "Earth Moving."
 - .2 Obtain approved borrow soil materials off-site when satisfactory soil materials are not available on-site.

PART 3 EXECUTION

3.33 PREPARATION

- 3.1.11 Protect and maintain benchmarks and survey control points from disturbance during construction.
- 3.1.12 Locate and clearly flag trees and vegetation to remain or to be relocated.
- 3.1.13 Protect existing site improvements to remain from damage during construction.
 - .1 Restore damaged improvements to their original condition, as acceptable to Owner.

3.34 TEMPORARY EROSION AND SEDIMENTATION CONTROL

- 3.2.7 Provide temporary erosion and sedimentation control measures to prevent soil erosion and

discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to requirements of authorities having jurisdiction.

3.2.8 Inspect, repair, and maintain erosion and sedimentation control measures during construction until permanent vegetation has been established.

3.2.9 Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

3.35 TREE PROTECTION

3.3.4 Erect and maintain temporary fencing around tree protection zones before starting site clearing. Remove fence when construction is complete.

.3 Do not store construction materials, debris, or excavated material within fenced area.

.4 Do not permit vehicles, equipment, or foot traffic within fenced area.

.5 Maintain fenced area free of weeds and trash.

3.3.2 Do not excavate within tree protection zones, unless otherwise indicated.

3.3.3 Repair or replace trees and vegetation that are damaged by construction operations, in a manner approved by Project Manager.

3.36 UTILITIES

3.4.5 Located, identify, disconnect, and seal or cap off all existing utilities required to be removed.

.1 Arrange with utility companies to shut off utilities as may be required.

.2 Contact Muncie Sanitary District for inspection of sewer lateral. Evidence of inspection and that lateral is properly plugged must be submitted with invoice for payment.

3.4.6 Existing Utilities: Do not interrupt utilities serving facilities occupied by adjacent property owners unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:

.4 Notify Project Manager not less than 72 hours in advance of proposed utility interruptions.

.5 Do not proceed with utility interruptions without Project Manager's written permission.

3.4.7 Excavate for and remove underground utilities indicated to be removed.

3.37 CLEARING AND GRUBBING

3.5.6 Remove obstructions, trees, shrubs, grass, and other vegetation as needed to permit complete and through demolition.

.1 Do not remove or harm trees, shrubs, and other vegetation on adjacent properties.

.2 Pine trees along Lancaster Drive are to remain and not be damaged during demolition.

.3 Cut minor roots and branches of trees in a clean and careful manner where such roots and branches obstruct demolition.

.4 Grind stumps and remove roots, obstructions, and debris extending to a depth of 18 inches below exposed sub-grade if required.

.5 Use only hand methods for grubbing within tree protection zone.

.6 Chip removed tree branches and dispose of off-site.

3.5.7 Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.

.1 Place fill material in horizontal layers not exceeding a loose depth of 8 inches, and compact each layer to a density equal to adjacent original ground.

3.38 SITE IMPROVEMENTS

3.6.1 Remove existing above and below-grade improvements as necessary to facilitate demolition.

.1 The Parking Lot and Lifeguard Officer are to remain and not be damaged during demolition.

3.6.2 Remove slabs, paving, curbs, gutters, and aggregate base as discussed at Pre-Bid meeting.

.1 Unless existing full-depth joints coincide with line of demolition, neatly saw-cut length of existing pavement to remain before removing existing pavement. Saw-cut faces vertically.

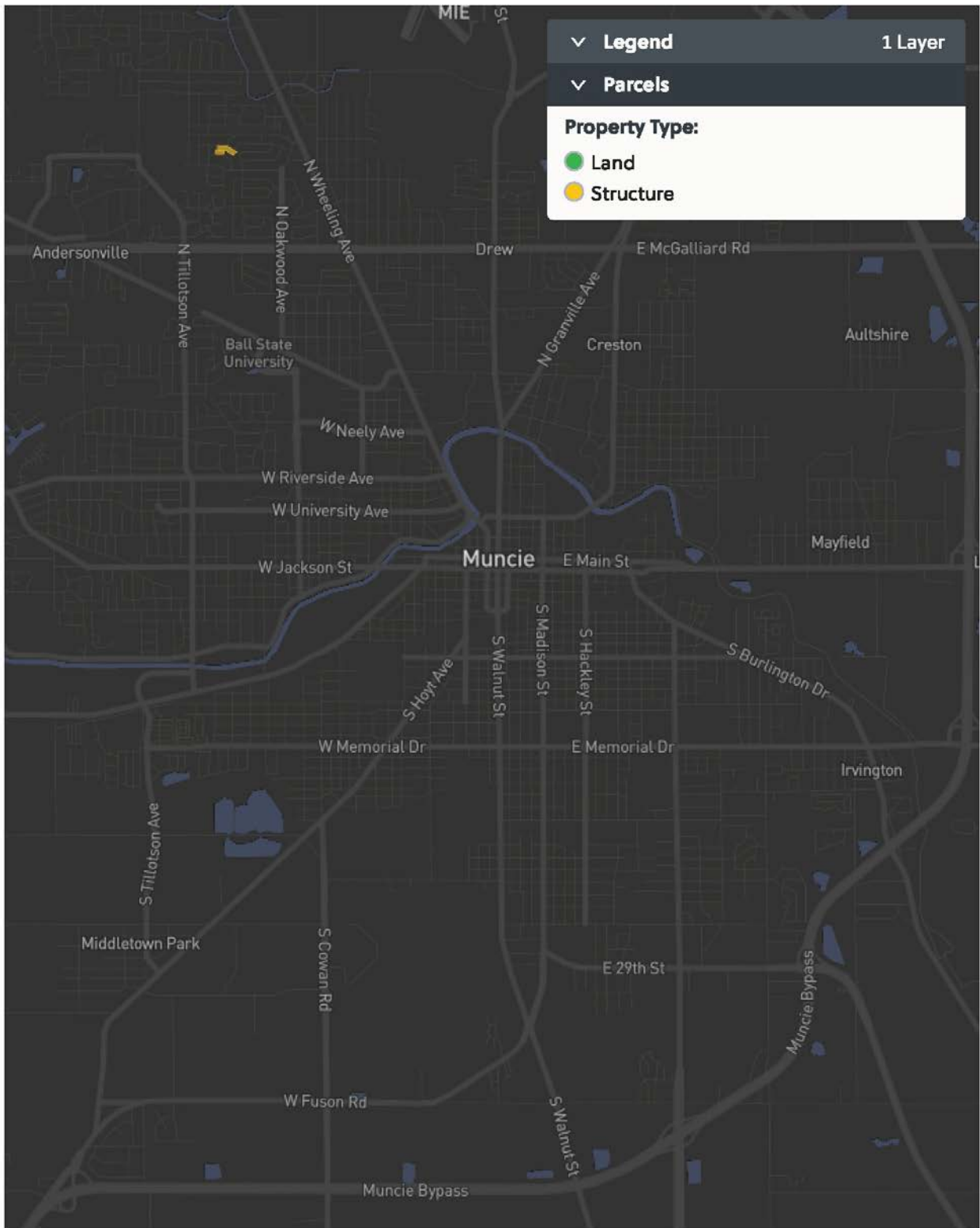
.2 Paint cut ends of steel reinforcement in concrete to remain to prevent corrosion.

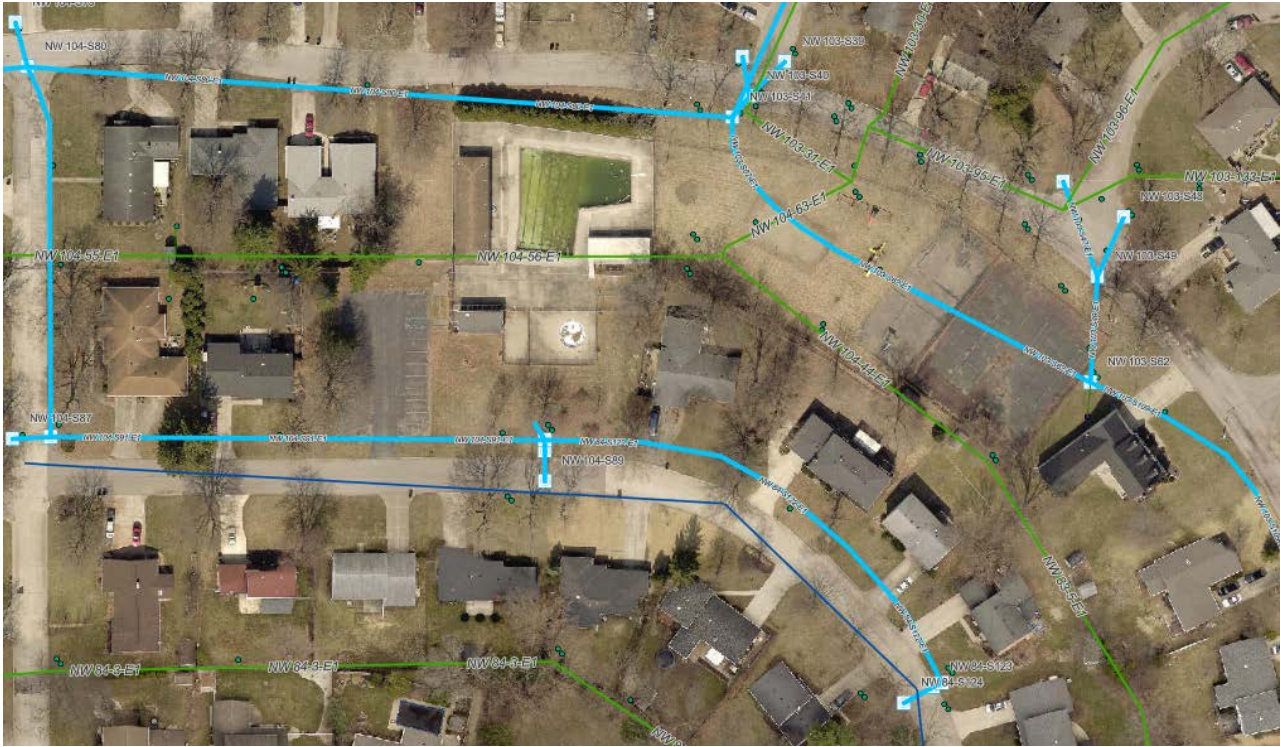
3.39 DISPOSAL

3.7.5 Disposal: Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste material including trash and debris, and legally dispose of them off property.

END OF SECTION

MAPS & PHOTOGRAPHS





Aerial photograph showing the storm lines and sewer lines around Halteman Park.



Halteman Pool



Halteman Pool



Bath House



Bath House



Lifeguard office – to remain



Lifeguard office – to remain



Filter house



Filter house



Flag/flagpole – to be salvaged and returned to owner



Playground equipment



Basketball & Tennis courts



Halteman playground and sports courts

WHITE DUTCH CLOVER

LOT NO:

L187-12-5CCTD



L 1 8 7 - 1 2 - 5 C C

VARIETY

Variety not stated

34.00 % Coating Material

PURE SEED:	65.50 %
CROP SEED:	0.15 %
INERT MATTER:	34.25 %
WEED SEED:	0.10 %
NOXIOUS WEED SEED:	None Claimed

GERMINATION:	65.00 %
HARD SEED:	20.00 %
DORMANT SEED:	0.00 %
ORIGIN:	OR
TEST DATE:	1/14

THE CISCO COMPANIES
 INDIANAPOLIS IN 46219-4936
 Net Weight: 5 Pounds (2.27 Kg)



9 C W D 5

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

NOTICE OF REQUIRED ARBITRATION

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.

White Dutch Clover specifications

BID FORMS

BID SUBMITTAL FORM

NON-COLLUSION AFFIDAVIT

CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
& OTHER RESPONSIBILITY MATTERS / CERTIFICATE OF NON-
SEGREGATED FACILITIES

AFFIDAVIT CONCERNING EMPLOYMENT OF UNAUTHORIZED
ALIENS

SECTION 3 BUSINESS CONCERN CONTRACTOR VERIFICATION

CONTRACTOR'S BID FOR PUBLIC WORK – FORM 96

PART I

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

Date: _____

1. Governmental Unit (Owner): _____

2. County : _____

3. Bidder (Firm): _____

Address: _____

City/State: _____

4. Telephone Number: _____

5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of _____

(Governmental Unit) in accordance with plans and specifications prepared by _____

_____ and dated _____ for the sum of

_____ \$ _____

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

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

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

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS (If applicable)

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

ACCEPTANCE

The above bid is accepted this _____ day of _____, _____, subject to the following conditions: _____

Contracting Authority Members:

PART II

(For projects of \$100,000 or more – IC 36-1-12-4)

Governmental Unit: _____

Bidder (Firm) _____

Date: _____

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

SECTION I EXPERIENCE QUESTIONNAIRE

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

Table with 4 columns: Contract Amount, Class of Work, Completion Date, Name and Address of Owner

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

Table with 4 columns: Contract Amount, Class of Work, Expected Completion Date, Name and Address of Owner

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

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

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. (Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)
2. Please list the names and addresses of all subcontractors (i.e. persons or firms outside your own firm who have performed part of the work) that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.
3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.
4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.
5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

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

SECTION IV CONTRACTOR'S NON – COLLUSION AFFIDAVIT

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

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.

SECTION V OATH AND AFFIRMATION

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

Dated at _____ this _____ day of _____, _____

(Name of Organization)

By _____

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____) ss

Before me, a Notary Public, personally appeared the above-named _____ and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

My Commission Expires: _____

County of Residence: _____

BID OF

_____ (Contractor)

_____ (Address)

FOR
PUBLIC WORKS PROJECTS
OF

Filed _____, _____

Action taken _____

BID SUBMITTAL FORM

COMMUNITY DEVELOPMENT BLOCK GRANT HALTEMAN PARK DEMOLITION

This BID Form shall be completed in its entirety and submitted in accordance with the instructions.

RESPONDER:

ADDRESS:

TELEPHONE:

FAX:

E-MAIL:

A. **BASE BID**

The Undersigned, having visited the site of proposed construction of this Project, read the Instructions to Bidders as well as the Specifications and Attachments provided in the Project Manual, hereby proposes to design and furnish all materials, labor, tools, equipment, services, and taxes required to complete this Project. Documents, drawings and/or related materials are attached to comply with the Bid Proposals by the Office of Community Development, City of Muncie for the sum of:

_____ Dollars \$ _____.

B. **ALTERNATES:**

Alternate #1: (NA)

_____ Dollars \$ _____.

Alternate #2 (NA)

_____ Dollars \$ _____.

C. **ADDENDA RECEIVED:**

Receipt of Addenda number(s) _____ through _____, inclusive, is hereby acknowledged.

D. **COMPLETION TIME**

If we are awarded the contract, we will begin construction within _____ calendar days of receipt of the executed Agreement.

We estimate the completion time for the project to be _____ calendar days, assuming that the award of the Contract allows the start of construction within 60 days of the bid opening and that we are not delayed by causes beyond our control.

BID SUBMITTAL FORM

I (we) hereby affirm and certify under penalties of perjury that the facts and information contained in the foregoing BID and the attached submittals are true and correct to the best of my (our) knowledge and belief.

IN TESTIMONY WHEREOF, the BIDr has hereunto set his hand this ____ day of _____ 2016.

FIRM NAME: _____

BY: _____

TITLE: _____

ACKNOWLEDGEMENT

STATE OF) _____

COUNTY OF) _____

_____ being duly sworn, deposes that he or she is

_____ of the above _____

(Title)

(Company)

and that the statements contained in the foregoing BID and certification are true and correct.

Subscribed and sworn to me this _____ day of _____, 2016.

My Commission Expires: _____

County / State of Residence: _____

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: _____.

**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

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.

SECTION 3 BUSINESS CONCERN CONTRACTOR VERIFICATION

Section 3 of the Housing and Urban Development Act of 1968, as amended, is aimed at directing economic assistance to low- and very low-income persons who live in the City of Muncie (Section 3 residents), and to business concerns which provide economic opportunities to low- and very low-income City of Muncie residents (Section 3 business concerns). Under the provisions of Section 3, businesses who qualify as Section 3 business concerns may be eligible for preference in awarding contracts. A business meeting one of the following three criteria is eligible for designation as a Section 3 Business Concern. Please indicate which of the three criteria applies to your business and provide documentation as indicated.

- _____ 1. 51% or more of the business is owned by low-income City of Muncie residents.
documentation: owner(s) tax return(s)
- _____ 2. At least 30% of the business's permanent, full-time employees are (or were within three years of the date of first employment with the business) low-income City of Muncie residents.
documentation: employee(s) tax returns for indicated period
- _____ 3. The business awards at least 25% of the dollar amount of all subcontracts to businesses that meet either of the first two criteria.
documentation: sub-tier contract amounts of businesses that meet either of the first two criteria (specify)
- or
- _____ The business does not meet any of the above three criteria and is ineligible for Section 3 preference.

Signature of Contractor

Name: _____

Company _____

Address: _____

City/State/Zip: _____

Phone: _____

SECTION 3: FORM A
Estimated Workforce Breakdown

Project Location: _____

Business Name: _____

Agent: _____ Date: _____

Are you an approved Section 3 Business Concern with the City of Muncie: Yes No

Are you a WBE/MBE Business Concern with the City of Muncie: Yes No

This estimated workforce breakdown is mandatory for any business claiming Section 3 status and required before the issuance of any Service Agreement and/or Notice to Proceed.

PART 1: If claiming Section 3 by sub-contracting at least 25% of the total project award to an approved Section 3 business concern(s), list the business(es) below:

If this subcontractor(s) is not approved with Community Development, a Section 3 Business Application is available at the office (300 N. High St., Muncie, IN 47305)

PART 2: Estimated Workforce Breakdown (THIS PART IS MANDATORY)

Job Category	Total Estimated Positions Needed for Project	# Positions Occupied by Permanent Employees	# Positions Not Occupied*	# Positions to be filled with Section 3 Residents*
Professionals				
Technicians				
Office/Clerical				
Officials/Managers				
Sales				
Craft Workers (skilled)				
Operatives (semi-skilled)				
Laborers (unskilled)				
Service Workers				
Other (List)				
Total:				

***Number of Positions Not Occupied:** Businesses with positions not occupied and those positions need to be filled, should utilize Part 4: Compliance Methods to facilitate Section 3 compliance.

***Section 3 Resident:** Public housing resident or resident of Muncie who qualifies as a low-income person. HUD defines a low-income person as one whose household income does not exceed 80% of the median income for the region, with adjustments for family size.

PART 3:

1. Estimated total dollar amount of construction contract (Bid Amount):
\$ _____
2. Estimated total dollar amount of construction contract awarded to Section 3 Businesses:
\$ _____

PART 4: Compliance Methods

Listed below are methods that may be utilized to solicit applicants for vacant positions. **Select all that apply.** These methods comply with Section 3 efforts to direct employment and other economic opportunities, to the greatest extent feasible, toward low- and low-income persons, particularly those who are recipients of government assistance for housing.

1. Recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contacts with community organizations and public or private agencies operating within Muncie in which the Section 3 covered program or project is located, or similar methods.
 Yes No
2. My Business will participate in a HUD program or other program which promotes the training or employment of Section 3 residents. Please provide evidence of such program.
 Yes No
3. My Business will participate in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns. Please provide evidence of such program.
 Yes No
4. My Business will coordinate with the City's Housing Authority to locate qualified Section 3 Residents.
 Yes No
5. Other methods of Section 3 Compliance efforts are attached in writing.
 Yes No

I THE UNDERSIGNED HEREBY CERTIFY THAT ALL OF THE INFORMATION I HAVE PROVIDED ABOVE IS TRUE AND ACCURATE AND IF REQUESTED, I AGREE TO PROVIDE DOCUMENTATION CONFIRMING THE ACCURACY OF THIS INFORMATION.

Name: _____
Signature: _____
Date: _____

Instructions: For the Completion of Section 3 Forms A-C

Form A (Estimates): Turn in with your Bid Packet

1. Estimated workforce breakdown is mandatory for any business claiming Section 3 status. Therefore compliance is required before the issuance of any Construction Agreement and/or Notice to Proceed.
2. To the Greatest Extent Feasible new hires should be Section 3 Residents.
3. Your estimated workforce breakdown must be completed in accordance with the method your company selected during application to claim Section 3 status. Choose your method and follow the steps below:
 - a. 51% S-3 Resident owned business
 - i. Complete Form A Parts 2-4
 - ii. On Form A Part 2 include yourself. Example: A 2 person company, the 2 of you plus a full time new hire that is a laborer are doing 100% of the project, both of you are Section 3 residents and the new hire is a Section 3 resident. In column 1 you will place the correct number of employees next to the job categories that apply. In column 3 mark the job categories for the positions not occupied. In column 4 you will place a 1 in the row labeled Laborers. Use methods in Part 4 for your new hire.
 - b. 25% of their dollar awarded subcontracted to qualified HUD Section 3 Businesses
 - i. Complete Form A Parts 1-4
 - ii. On Form A Part 2 you will complete the form in the same format as stated above only you will include the subcontractor(s). Note: If the subcontractor(s) are not approved Section 3 businesses with the city they must apply (instructions are in Part 1) before the notice to proceed for the project.
 - c. 30% of your workforce within the past 3 years or currently are Section 3 Residents
 - i. Complete Form A Parts 2-4
 - ii. Complete Form A Part 2 in the same format as stated in the example above and include all of your employees.

Forms B & C (Actual): Turn in with your FINAL Invoice for Payment

1. Actual workforce breakdown is mandatory for any business claiming Section – 3 status. Therefore compliance is required before the issuance of final payment for Service.
2. To the Greatest Extent Feasible new hires should be Section 3 Residents.
3. **FORM B:** Your actual workforce breakdown must be completed in accordance with the method your company selected during application to claim Section 3 status. Choose your method and follow the steps below:
 - a. 51% Section 3 Resident owned business
 - i. Complete Form B Parts 2-4
 - ii. Example: You own 100% of the company and are a Section 3 resident, you have 2 full time employees, 1 is a Section 3 resident, and 1 is not.
 - b. 25% of their dollar awarded subcontracted to qualified HUD Section 3 Businesses
 - i. Complete Form B Parts 1-4
 - ii. On Form B Part 2 you will complete the form in the same format as stated above only you will include the subcontractor(s). Note: If the subcontractor(s) are not approved Section 3 businesses with the city they must apply (instructions are in Part 1) before the notice to proceed for the project is issued.
 - iii. Complete Form C for every Section 3 worker the subcontractor had involved with the contract.
 - c. 30% of your workforce within the past 3 years or currently are Section 3 Residents

- i. Complete Form B Parts 2-4
 - ii. Complete Form B Part 2 in the same format as state in the example above and include all of your employees.
 - iii. Complete Form C for every Section 3 worker involved with the contract.
- 4. FORM C: Certification for Section 3 Residents
 - a. Complete this form for all Section 3 residents on the job site or employees involved with any aspect of the contract
 - b. Complete this form for any new hires on the job or new hires involved with any aspect of the contract