



City of Fort Wayne
Thomas C. Henry, Mayor
Purchasing Department
INVITATION TO BID

Invitation To Bid (ITB) Information

ITB..... #3229

Description..... Demolitions and Lot Restorations for 32 +/- Properties

Pre-Bid Meeting Date **N/A**

Meeting Location **N/A**

ITB Due Date **Thursday, August 5, 2010 at 11:00 a.m.**

(Bids will be opened at 11:01 a.m. in the Purchasing Conference Room)

Deliver or mail bid packet to:

City of Fort Wayne
Purchasing Department
1 East Main Street, Room B91
Fort Wayne, Indiana 46802-1804

Information Resources

Purchasing:

Linda Meyer Telephone: **(260) 427-1378** E-mail: **linda.meyer@cityoffortwayne.org**

Technical:

Cindy Joyner Telephone: **(260) 427-1324** E-mail: **cindy.joyner@cityoffortwayne.org**

Notices:

1. Fax bids will not be accepted for this ITB.
2. Bids received after the posted ITB Due Date above will not be accepted.
3. **Appropriate blanks on the forms will be filled in by manually printing in ink or by typing the requested information.**
4. **Vendor must submit one original ITB packet plus one copy to facilitate evaluation.**
5. It is the policy of the City of Fort Wayne to involve small businesses and minority/woman owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. The City of Fort Wayne is a participating member in the President's Recycling Program and has a written recycle policy, which can be requested from the Purchasing Department.
6. The legal document, "Standard Terms & Conditions," may be obtained on the City's website at: Cityoffortwayne.org, Finance & Administration, Purchasing, Standard Terms.
7. Bids will be publicly opened and read in the Purchasing Conference Room in the basement of the City-County Building, 1 East Main Street, Room B91, Fort Wayne, Indiana 46802.
8. To ensure proper identification of your response, the ITB number should be written on the lower left corner of your bid packet envelope. See attached specifications/bid form.
9. Quote F.O.B. Destination
10. Cash discounts: Bidders are encouraged to offer discounts for expedited payment of invoices rendered under this contract. Cash discounts will be taken as earned by the City. Cash discounts will not be considered in the bid evaluation.
11. The City of Fort Wayne has the right and option to terminate the agreement upon thirty days written notice.
12. Quantities indicated are estimates only. City reserves the right to buy additional units of commodity specified at the quoted price.
13. Any waiver of the specifications is void unless a formal addendum is sent from the Purchasing Department.

14. Approved Equivalents: Unless an item is indicated “No Substitute”, special brands, when named, are intended to describe the standard of quality, performance or use desired. Equivalent items will be considered by the City, provided that the Bidder/Proposer specifies the brand and model, and provides all descriptive literature, independent test results, product samples, etc. to enable the City to evaluate the proposed “equivalent”. The decision of the City as to what items are equivalent shall be final and conclusive. If the City elects to purchase a brand represented by the Bidder/Proposer to be an “equivalent”, the City’s acceptance of the item will be conditioned on the City’s inspection and testing after receipt. If, in the sole judgment of the City, the item is determined not to be an equivalent, the item shall be returned at the Bidder/Proposer’s expense and the contract canceled without any liability whatsoever to the City. When a brand name or level of quality is not stated by the Bidder/Proposer, it is understood the offer is exactly as specified. If more than one brand name is specified, Bidder/Proposer must clearly indicate the brand and model/part number being bid/proposed.
15. Contractor shall understand and comply with the City of Fort Wayne Drug Policy as listed on the City of Fort Wayne website at: Cityoffortwayne.org, Finance and Administration, Purchasing, Drug Policy.
16. If Bidder/Proposer has any proprietary information that cannot be disclosed, the proprietary information should be submitted as a separate package. Bidder/Proposer must understand that all information submitted is subject to public records request after award is made. If proprietary information is requested, bidder/proposer will be contacted and given an opportunity to defend its position that the information is proprietary.

17. MERCURY FREE SPECIFICATION

BIDDERS MUST OFFER MERCURY-FREE ALTERNATIVES TO ALL PRODUCTS WHICH CONTAIN INTENTIONALLY ADDED MERCURY (MERCURY ADDED PRODUCTS) WHERE SUCH ALTERNATIVES EXIST.

SHOULD SUCH ALTERNATIVES NOT BE AVAILABLE, BIDDERS MUST SUBMIT WITH THEIR RESPONSE A LIST OF PRODUCTS WITHOUT MERCURY-FREE ALTERNATIVES AND AN EXPLANATION OF WHY ALTERNATIVES ARE NOT AVAILABLE.

CITY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS THAT DO NOT PROVIDE MERCURY-FREE ALTERNATIVES OR AN ADEQUATE EXPLANATION WHICH CITY DEEMS ACCEPTABLE.

18. ALL EQUIPMENT WHICH RUNS ON ELECTRICITY WILL CARRY THE ENERGYSTAR RATING WHENEVER POSSIBLE. COMPUTER EQUIPMENT, ETC., MAY BE SELECTED BECAUSE IT MEETS THIS SPECIFICATION OVER COMPETITORS THAT DO NOT.

Notice to Bidders

The following documents must be completed, endorsed, and submitted with each bid. Failure to complete and return all documents requested will make your bid incomplete, and will result in rejection of your bid by the City of Fort Wayne.

Document(s) required with each bid:

1. Form 96
2. Front Page/Invitation To Bid
3. Price Page
4. Buy Indiana Declaration

Documents required for awarded vendor:

Certificate of Insurance: Awarded bidders will be required to submit a Certificate of Insurance. The Certificate must list City of Fort Wayne, its Divisions and Subsidiaries as a Certificate Holder with 30-day notification of cancellation or non-renewal. Bidders are required to meet minimum Insurance Requirements according to the following schedule: Automobile Liability \$1,000,000 minimum per occurrence; General Liability \$1,000,000 minimum per occurrence; Aggregates \$1,000,000 minimum per occurrence; Products Liability \$1,000,000 minimum per occurrence; Completed Operations Liability \$1,000,000 minimum per occurrence; Workmen's Compensation per statutory limits.

ITB #3229

City of Fort Wayne
Thomas C. Henry, Mayor
Purchasing Department



1 East Main Street, Room B91
Fort Wayne, Indiana 46802-1804
Telephone (260) 427-6070 Fax (260) 427-1393

Bid Registration

Complete and fax this document to (260) 427-1393 to register your company for this bid. Registration allows the Purchasing Department to notify you of any possible changes to the bid package that may affect your response.

ITB#3229
Description**Demolitions and Lot Restorations for 32 +/- Properties**
ITB Due Date.....**Thursday, August 5, 2010 at 11:00 a.m.**

Company Information	
Company Name	
Street Address	
City, State, ZIP Code	
Telephone	
Fax	
Contact Person	
E-mail Address	

Signature: _____ Printed Name: _____
(Authorized Representative)

Title: _____ Date: _____

ITB #3229

City of Fort Wayne
Thomas C. Henry, Mayor
Purchasing Department



1 East Main Street, Room B91
Fort Wayne, Indiana 46802-1804
Telephone (260) 427-6070 Fax (260) 427-1393

Front Page/Invitation To Bid

Invitation To Bid (ITB) Information

ITB#3229
Description.....**Demolitions and Lot Restorations for 32 +/- Properties**
Pre-Bid Meeting DateN/A
Meeting Location.....N/A
ITB Due Date.....**Thursday, August 5, 2010 at 11:00 a.m.**

Sealed bids should be delivered to the Purchasing Department at the address specified above up to **11:00 a.m.** on or before the opening date. Sealed bids will be opened publicly at **11:01 a.m.** in the Purchasing Conference Room. **No bids will be accepted after 11:00 a.m. for any reason whatsoever.**

By mutual agreement between the City of Fort Wayne and the supplier, the contract period may be extended for an additional like or lesser time period. However, the agreement to extend must be completed in written form at the original price and under the original conditions governing the contract.

Prompt payment discounts will be allowed as follows: _____% if paid within _____ days.

This Invitation to Bid is issued to establish a contract to supply the City of Fort Wayne with a commodity or service in accordance with accompanying specifications. The execution hereof by the bidder is acceptance of all terms and conditions herein and in that regard the bidder agrees to be bound by same and be bound to the amount of the bid for a period of ninety (90) days.

Company: _____

Signature: _____ Printed Name: _____
(Authorized Representative)

Title: _____ Date: _____

ITB #3229

Prescribed by the State Board of Accounts

Form No. 95 (Rev. 1987)

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5) PLEASE TYPE OR PRINT

DATE: _____

1) Governmental Unit: _____

2) County: _____

3) Bidder (Firm): _____

Address: _____

City/State: _____

4) Telephone: _____

5) Agent or Bidder (If Applicable): _____

Pursuant to notices given, the undersigned offers bid(s) to _____ (Governmental Unit) in accordance with the following attachment(s) which specify the class, item number or description; quantity, unit, unit price and total amount.

The contract will be awarded by classes or items in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a lesser price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond, the certified check or both as the case may be.

SIGNATURE OF BIDDER OR AGENT

BID OFFER or PROPOSAL

Attach separate sheet listing each item bid based on specifications published by the governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount

NON-COLLUSION AFFIDAVIT

STATE of INDIANA)
) ss:
 _____ COUNTY)

The undersigned bidder or agent, being duly sworn on oath, states 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 bidding; 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 states that no person or persons, firm or corporation has or will receive either directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

BIDDER (FIRM)

Signature of Bidder or Agent

Subscribed and sworn to before me on this _____ day of _____, 20____.

My Commission Expires: _____

Notary Public - Signature

County of Residence: _____

Notary Public - Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: _____

Date: _____

BID OF:

(Contractor)

(Address)

**FOR SALE or
LEASE OF MATERIALS**

(Defined at I.C. 36-1-1-9.5)

FILED: _____, 20_____

**THIS BID ACCEPTED FOR THE
FOLLOWING CLASSES OR ITEMS:**

This _____ day of _____, 20_____.

P.O. No.: _____

Date: _____

IF NO PART OF BID IS ACCEPTED, WRITE
THE WORD **REJECTED** ACROSS FACE.

DECLARATION OF INDIANA BUSINESS

The City of Fort Wayne, Indiana has enacted an Indiana Business preference program through Ordinance. This program only gives preferences to Indiana Businesses, registered with the State of Indiana Department of Administration, in the case that a non-Indiana business is apparent low bidder. The preferences available are as follows:

<u>Cost of Commodity/Service</u>	<u>Preference to be Applied</u>
\$25,000-\$499,999.99	5%
\$500,000-\$1,000,000	3%
Greater than \$1,000,000	1%

<u>Request for Proposal</u>	<u>Points to be Applied</u>
Registered as Indiana business?	5 out of 100 possible points

This preference does not guarantee Indiana businesses award but merely gives additional points in the proper circumstances. This preference does not give any local Indiana business advantage over a non-local Indiana business. That is a requirement of State Law. This preference does not apply to Public Construction or Professional Services Contracts.

Please complete the below form, sign and return with your Bid, Quote or Proposal.

I, _____, a duly authorized agent of _____(name of Company), declare under penalties of perjury that (check all that apply):

- The above named company is registered as an Indiana business with the State of Indiana Department of Administration.
- The above named company is in the process of registering with the State of Indiana Department of Administration as an Indiana business and anticipates approval by the time of award (note: your business MUST be approved as an Indiana business by the State at the time of award in order to be eligible for the preference).
- I am not an Indiana business.

(Name of Company)
By: _____
(Authorized Representative of Company)

PLEASE SEE <http://www.in.gov/idoa/2464.htm> FOR INSTRUCTIONS AND ELECTRONIC REGISTRATION AS AN INDIANA BUSINESS WITH STATE DEPARTMENT OF ADMINISTRATION.

**CONTRACTORS BID FOR PUBLIC WORKS
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.

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

PART II

(Complete sections I, II, III, and IV for all state and local public works projects as required by statutes if project is one hundred thousand dollars (\$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?

Contract Amount	Class of Work	When Completed	Name & Address of

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

Contract Amount	Class of Work	When Completed	Name & Address of

3. Have you ever failed to complete any work awarded to your Company? 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 your could begin work, completed the project, number of workers, etc. and any other information which you believe would enable the governmental unit consider your bid.)

2. 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 expect to require a bond. However, if you are unable to currently provide a listing, please understand, a listing must be provided prior to contract approval.

3. 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.

4. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing you proposal? Otherwise, please explain the rationale used which would corroborate the prices listed.

ITB #3229

Form No. 96 (Revised 2000)

BID OF

(Contractor)

(Address)

FOR

PUBLIC WORKS PROJECTS

OF

Filed _____,

Action
taken _____

—

CITY OF FORT WAYNE
REQUEST FOR BIDS FOR DEMOLITION OF STRUCTURES FOR
THE DEPARTMENT OF NEIGHBORHOOD CODE ENFORCEMENT

- A. The contractor shall, at his/her own expense, secure and pay to the appropriate department of the local government, the fees or charges for all permits required for demolition, sidewalks, sheds, pavement cuts and repaving of streets and sidewalks, and all other building, electrical, plumbing, gas and sewer necessary under the local regulatory body or any of its agencies.

The contractor shall submit weekly, a duplicate copy of his/her payroll, for the duration of the job, to the Administrator of this contract, to substantiate the payment of the wage scale.

- B. The contractor shall comply with the applicable laws and ordinances governing the disposal of materials, debris, rubbish, and trash on or off the area and shall commit no trespass on any public or private property in any operation due to or connected with the demolition and site clearance.
- C. The bidder must complete all demolitions within 60 days of the sign-off date, any exceptions must be approved by the administrator of this contract. The demolition sign-off must take place prior to start of any work. Failure to meet this deadline will authorize Neighborhood Code Enforcement to go to the next lowest bidder for completion of the demolition.
- D. The Neighborhood Code Enforcement Administrator shall be notified on the date of the start of demolition of each structure, and each structure shall be removed and site property cleared within five (5) calendar days after starting date on that structure. For failure to comply, the contractor will pay five percent (5%) of the quote price per day per parcel as liquidated damages for each day that the work is not completed beyond five (5) days from the beginning of demolition of each structure, unless proper written approval of a longer completion period is obtained from the Neighborhood Code Enforcement Administrator.
- E. The Contractor shall, as a prerequisite to this agreement, purchase and thereafter maintain such insurance as will protect him and the City from the claims set forth below which may arise out of or result from the Contractor's operations under this Agreement, whether such operations be by the Contractor or by any Subcontractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

Read and Accepted: _____

Company Name: _____

- F. The Contractor hereby agrees to the following details regarding the demolition of the above structures:
1. Demolish and remove all building and appurtenances thereto. After demolition is started, the Contractor is to work on it continuously until completion unless otherwise stated in writing by the Neighborhood Code Enforcement Administrator.
 2. Maintains control over operation to eliminate hazards to residents. Nails and other tire puncturing items shall not be dropped on streets, alleys and adjacent property. Existing public streets, curbs and sidewalks shall be protected from damage as much as possible. When possible, the Contractor shall enter the properties to be cleared from the rear. Lanterns or lights shall be placed at night for the protection of the public. Warning signs shall also be placed. The Contractor shall plan daily operations so that exposed basements are filled, if left unguarded, before the end of the workday.
 3. The basement walls and all other concrete slabs, footings, sidewalks, steps, etc., shall be removed two (2) feet below finished grade. Material used for backfill shall consist of solids only, wood content shall not exceed five percent (5%). The fill which is placed from grade to a depth of twelve (12) inches shall consist of at least eighty percent (80%) soil base material and have no stones or rocks larger than four (4) inches in any dimension. All backfill shall be compacted thoroughly. Basement floors shall be broken for a minimum of twenty percent (20%) of floor area uniformly distributed.
 4. All sewer and drain lines shall be cut and plugged at least ten (10) feet outside the foundation of the structure in accordance with Board of Works Specifications, and shall be subject to inspection. It is the Contractor's responsibility to schedule the necessary inspections with the New Water and Sewer Permit Office. No inspection will be scheduled the same day if request is received at 3:00 p.m. or after. No inspections made on Saturday, Sunday or holidays.
 5. Procedure for disconnections of water service pipes by private contractor:
 - a) Contractor shall obtain a right-of-way cut permit where applicable from the City Right-of-Way Permit Department, Room 480.

Read and Accepted: _____

Company Name: _____

- b) Contractor will obtain location of curb stop(s) from Water Maintenance and Service Department to determine location(s) for excavation (requires a minimum of twenty-four [24] hours advance request). The Water Maintenance and Service Department shall send a laborer to locate the curb stop and turn it to the off position.
 - c) Contractors shall excavate and disconnect the service at the corporation on the water main. (Neighborhood Code Enforcement will be responsible for any & all cost associated with removal of the water service beyond the connection at the curb box).
 - d) Before backfilling, Contractor shall call the New Water and Sewer Permit Office for inspection to verify that the curb stop is “off” and to arrange for the Water Maintenance and Service Department to record disconnection, (minimum of two [2] hour notice for inspection - no inspection will be scheduled the same day if request is received at 3:00 p.m. or after. No inspections made on Saturday, Sunday or Holidays).
 - e) After inspection and upon acceptance, Contractor shall properly backfill excavation and restore surface in accordance with requirements of the Right-of-Way Department.
 - f) Any damage to the Utility’s facilities, due to the Contractor’s negligence, shall be repaired at the Contractor’s expense.
6. Contractor shall call for and receive at least two (2) inspections by the Allen County Building Department. The first inspection shall be made after the basement floor is broken and after the basement walls, etc., are removed, as covered in Item E-3, herein, and before any backfill is placed.

The second inspection shall be made after the backfill is completed and all debris is removed from site. Backfill is to be graded reasonably high enough above surrounding grade that when the backfilled area settles, it will not pocket water. Final payment shall be withheld until after this inspection has proven the work is completed to specifications. It shall be the Contractor’s responsibility to call for each of these inspections. Failure to do so shall constitute a violation of specifications and give justification for withholding payment.

Read and Accepted: _____

Company Name: _____

7. Contractor shall be liable for any and all damage to curbs, streets, alleys and all other public property caused during demolition and removal of debris from site.
8. Care must be taken to protect existing trees, overhead wiring and property markers. A ten (10) foot safety zone will be maintained between equipment and overhead wiring at all times.
9. Contractor shall submit a letter from the owner of an approved dumping site stating that the dump can legally accept all debris from the demolished buildings.
10. Underground tanks present in areas shall be removed in accordance with the requirements of the Allen County Building Department. Cisterns present in the demolition area shall be found, uncovered, and filled by the Contractor in accordance with the requirements for basements depending on location.
 - a) When a structure to be demolished has an areaway under an adjacent sidewalk, street, alley, driveway, or other paved thoroughfare, and said areaway is covered by a protective grating or door, that areaway must be filled to a point even with the surrounding surface, with bank gravel, must be compacted the same as basements, as in paragraph E-3, and the protective grating or door must be replaced and securely fastened to prevent casual removal.
11. It shall be the responsibility of the contractor to leave an area in a clean manner. No debris is to be left scattered on site. The top 12" shall be backfilled with a soil suitable for support of vegetation.
12. Manhole and catch basin castings and fire hydrants shall be protected and left intact.
13. Fences shall be removed and posts broken off two (2) feet below grade.
14. The bidder, as part of his/her bid, shall fill in the blank space in Paragraph "C" stating how soon he/she can begin working. These figures will be taken into consideration at the time of the award of the contract.
15. At no time will structures or materials be burned, or any fires permitted on site.
16. If the Contractor who is awarded the contract subcontracts for labor, materials, and/or machinery, such subcontracts shall be made known to the Neighborhood Code Enforcement Administrator in writing. All work performed by subcontractors shall be the full responsibility of the primary contractor and meet all written requirements of the Neighborhood Code Enforcement Department as stated herein.

ITB #3229

Read and Accepted: _____

Company Name: _____

17. The Neighborhood Code Enforcement Administrator shall meet the contractor at the property site before demolition begins. This is to insure that the proper structure(s) designated for demolition are identified. A photograph of each structure will be provided by the Neighborhood Code Enforcement Administrator and signed by the contractor before the demolition begins.
18. Final approval for payment shall be based on the site review and signature by the Neighborhood Code Enforcement Administrator.
19. The contractor shall make every reasonable effort to work with interested parties for the purpose of removing salvage from structures prior to demolition. Special effort should be made to salvage items of historic value or items with potential for re-use.

Read and Accepted: _____

Company Name: _____

RESTORATION SPECIFICATIONS

SECTION I – Method of Bid

Contractor shall bid restoration, separate from demolition costs, at a bid price for each property.

SECTION II - Soil Preparation

A. SCOPE OF WORK

Fine grading, spreading of topsoil, and related items necessary to complete the work shown or specified are a part of this section.

B. PROCEDURE

After completion of all demolition work, sub-grades, and any other necessary major earthwork operations, the Contractor will rake to finish grade. Topsoil shall be free from any rubbish, debris, or other deleterious material and shall meet specifications as described under Materials.

Grades shall slope so as to drain to streets or alleys, and not to adjacent properties, with no depressions to catch water on site. The department will approve final grade elevations before seeding or other landscaping operations begin.

C. VEGETATION REMOVAL

Where weeds or unacceptable lawns or other agricultural vegetation exists, areas will be tilled, disced, or plowed to scarify a minimum of 6 inches deep. Alternative methods, including use of herbicide, shall be specified by the contractor in the bid response and subject to the approval of the Department.

D. TOPSOIL

When required, the contractor shall provide natural, friable, fertile, fine sandy loam possessing the characteristics of representative topsoil in the vicinity that produces heavy growths of vegetation. The topsoil shall be free from subsoil, noxious weeds, stones, lime, cement, ashes, slag, or other deleterious matter. Topsoil shall be well drained in its original condition and free of toxic quantities of acid or alkaline elements. It shall contain sand and clay in approximately equal proportions, and shall have an organic content by weight of not less than two percent (2%) no more than twenty percent (20%) as determined by laboratory tests. The PH shall be between 6 and 7. The contractor shall submit an analysis of soils along with samples for approval by the department, if requested. Such analysis will be at the contractor's expense. Topsoil shall not be worked when in a frozen or muddy condition.

E. FINE GRADING

Any undulations or irregularities in the surface resulting from tillage, fertilizing or other operations shall be leveled out before seeding operations are begun.

SECTION III - Site Seeding and Landscaping

F. SCOPE OF WORK

Furnish all labor, material, equipment, and appliances required to complete the seeding work as hereinafter specified. The work shall include, but not be limited to the following:

- | | |
|---------------------|--------------|
| 1. Soil Preparation | 2. Seeding |
| 3. Fertilizing | 4. Mulching |
| 5. Watering | 6. Guarantee |

G. SCHEDULE

Work shall proceed as quickly as the site or portions of the site become available and as allowed by the seasonal limitations outlined under Planting Season. Extensions of this deadline may be granted with sufficient proof shown that conditions outside the contractor's control have prevented completion of the project.

H. PLANTING SEASON

Seeding for lawn areas shall be August 15 to October 30 and April 15 to June 1.

I. WATER SUPPLY

Water shall be furnished by the Contractor for the execution of all work specified in this contract. The contractor shall verify that the water available is suitable for irrigation and free from ingredients harmful to plant life, if requested.

J. SEED MIXTURES

Seed mixtures may consist of any of the following Turf-type tall fescues, provided at least 3 varieties are mixed in a blend, and no variety is more than forty percent (40%) of the mix:

- | | |
|----------|--|
| Rebel | Olympic |
| Falcon | Mustang |
| Clemfine | Hounddog |
| Galway | Seeding rate: 5 lbs. Per 1,000 sq. ft. |

K. SEEDING OPERATIONS

Seeding may be done in any approved method of application immediately after preparation of the seedbed. Hand seeding methods should be done by seeding one direction and then crossing that path at right angles. Apply seed at the rates shown above. Should prepared seedbeds be rained on or otherwise compacted, they must be re-scarified before seeding operations. All seeded areas shall be mulched at the rate of 1-1/2 bales per 1,000 sq. ft. of area of straw and wet down and prevented from displacement. Area subject to extreme wind shall be treated with asphalt emulsion or be mechanically punched so that the straw remains uniform depth throughout and does not blow away. Straw shall be wheat or oats straw, free of weeds and foreign matter.

L. HYDRO SEEDING - OPTIONAL METHOD OF SEEDING

All areas receiving seed shall be raked smooth and free from depressions or undulations. Grass seed shall be sown evenly by the hydro-seed method (combining water, seeds, wood fiber mulch and fertilizer in one application) at the rate of 7 lbs. per 1,000 sq. ft. Fertilizer shall be applied as specified at a rate of 2 to 4 lbs. nitrogen per 1,000 sq. ft.

All seeding shall be done on days when the wind does not exceed a velocity of 5 miles per hour. Contractor shall keep all walks, roads, parking areas, buildings, etc., clear of seeding materials.

M. CLEAN UP

As seeding operations proceed, all rope, wire, burlap, empty containers, rocks, clods, and all other debris shall not be allowed to accumulate but shall be removed daily and the site kept as tidy as possible at all times. Any soil, peat, manure, or similar material which has been brought onto paved areas by work operations or otherwise, shall be removed promptly by sweeping, and, if necessary, by washing, keeping the area clean at all times. Other excess soil shall be disposed off the site. All ground areas disturbed as a result of planting operations shall be restored to their original condition or to the desired new appearance.

N. GUARANTEE

The contractor shall guarantee a good stand of grass in seeded areas by watering, re-grading, and reseeded eroded areas and otherwise maintaining all seeded areas until final acceptance. Any areas which do not show a uniform stand or have bare spots over 12" x 12" shall be reseeded and re-mulched at the contractor's expense with the same seed mixture and mulch as originally used thereon and such reseeded and re-mulching shall be repeated until all affected areas are covered with grass. Final acceptance of all lawn areas may be requested by the contractor after sixty (60) days from the date of installation.

SECTION IV - Inspection, Acceptance, Method of Payment

First Inspection

The contractor shall request an inspection from the department when vegetation removal and fine grading have been completed. Upon approval of the department, the contractor shall proceed with seeding.

Second Inspection

The contractor shall request an inspection by the department when site seeding, mulching and fertilizing are completed. Upon approval of the department, the contractor may submit invoice for bid price minus ten percent (10%) retainage.

Final Inspection

The contractor shall request a final inspection by the department when guarantee as specified in Section III - N has been fulfilled. Under normal conditions, this will be sixty (60) days following completion of seeding. Deficiencies for acceptance will be noted and the department will notify the contractor. If approved, department will authorize payment to contractor of ten percent (10%) retainage. The department may, at its discretion in certain circumstances, such as weather conditions, release the ten percent (10%) retainage at other times.

Read and Accepted: _____

Company Name: _____

DEMOLITION SPECIFICATIONS
SIXTEEN AFFIRMATIVE ACTION STEPS
AND
DOCUMENT OF GOOD FAITH EFFORT

1. Contractors must maintain a working environment free of harassment, intimidation and coercion at all sites and in all facilities at which the contractor's employees are assigned to work.

EXAMPLE

Contractors must have copies of memoranda to supervisory staff or minutes or notes of staff meeting or EEO officer's meetings with supervisors to inform them of the contractor's obligation to maintain a working environment free of harassment, intimidation and coercion and to where possible, assign two or more women to each construction project. Monitoring of work environment by EEO officer.

2. Contractors must establish and maintain a current list of minority and women's recruitment sources, provide written notification to minority and women's recruitment sources and to community organizations when the contractor or its unions have employment opportunities available and maintain a record of the organization's responses.

EXAMPLE

Contractor must have a current listing of recruitment sources for minority and women craft workers. It must have copies of recent letters to community resource groups or agencies specifying the contractor's employment opportunities and the procedures one should follow when seeking employment. It must note the responses received and the results on the bottom or reverse side of the letters or establish a follow-up file for each organization notified.

3. Contractors must maintain a current file of the names, addresses and telephone numbers of each minority and women's off-the-street applicant and minority or women referral from a union, recruitment source or community organization and of what action was taken with respect to each individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or if referred, was not employed by the contractor, this shall be documented in the file with the reason, along with whatever additional action the contractor may have taken.

EXAMPLE

Contractor must have a file of: a) the names, addresses, telephone numbers and crafts of each minority and woman applicant showing the date of contact and whether or not the person was hired and (if not) the reason; b) whether or not the person was sent to a union for referral and what happened; and c) follow-up contracts when the contractor was hiring.

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4. Contractors must provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement failed to refer to the contractor a minority or woman sent by the contractor or when the contractor has other information that the union referral process impeded the contractor's efforts to meet its obligations.

EXAMPLE

Contractors must have copies of letters sent to verify claim that the union is impeding the contractor's efforts to comply.

5. Contractors must develop on-the-job training opportunities or participate in training programs for the area that expressly includes minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of those programs to the sources compiled under item two above.

EXAMPLE

Contractors must have records of contributions in cash, equipment supplied or contractor personnel provided as instructors for Bureau of Apprenticeship and Training-approved or Department of Labor-funded training programs and records of the hiring and training of minorities and women from such programs. Supply copies of letters informing minority and women's recruitment sources or schools of these programs.

6. Contractor must disseminate their EEO policies by providing notice of the policy to unions and training programs and requesting their help in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper or annual report; by specific review of the policy with all management personnel and with all minority and women employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

EXAMPLE

Contractors must have written EEO policies that include the name and contact information on the contractor's EEO officer and must a) include the policy in any company policy manuals; b) post a copy of the policy on all company bulletin boards (in the office and on all job sites); c) put in records, such as reports or diaries, that each minority and woman employee is aware of the policy and that it has been discussed with them; d) record that the policy has been discussed regularly at staff meetings; e) make copies of newsletters and annual reports that include the policy; and f) make copies of letters to unions and training programs requesting their cooperation in helping the contract meet its EEO obligations.

7. Contractors must review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions, including specific review of these times with onsite

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supervisory personnel such as superintendents and general forepersons prior to the initiation of work at any job site. Contractors must make and maintain a written record and maintain persons attending, subject matter discussed and disposition of the subject matter.

EXAMPLE

Contractors must have written records (memoranda, diaries, minutes of meetings) identifying the time and place of meeting, persons attending, subject matter discussed and disposition of subject matter.

8. Contractors must disseminate the EEO policies externally by including in it any advertising in the new media, specifically including minority and women's media and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipate doing business.

EXAMPLE

Contractors must have copies of a) letters sent, at least every six months or at the start of each new major contract, to all recruiting sources (including labor unions and training programs) requiring compliance with the policy; b) advertising that the EEO tagline on the bottom; and c) letters to all subcontractors and suppliers, at least at the time the subcontract is signed, requiring compliance with the policy.

9. Contractors must direct recruitment efforts, both oral and written to minority, women's and community organizations, to schools with minority and women students and to minority and women's recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for acceptance of applications for apprenticeship or other training by any recruitment source, the contractor will send written notification to such organization, describing the openings screening procedures and tests to be used in the selection process.

EXAMPLE

Contractors must have written records of contacts (written communications, telephone calls or personal meetings) with minority and women's community organizations and recruitment sources and schools and training organizations specifying the date(s), individuals contacted, results of the contact, and any follow-up. It must have copies of letters sent to these organizations at least one month prior to acceptance of applications for training (apprenticeship or other) describing the openings, screening procedures and tests to be used in the selection process.

10. Contractors must encourage minority and women employees to recruit other minority persons and women and provide, where reasonable, school, summer and vacation employment to minority and female youth both onsite and in other areas of their workforce.

EXAMPLE

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Contractors must have copies of diaries, telephone logs, or memos indicating contacts (written and oral) with minority and women employees requesting their assistance in recruiting other minorities and women and record the results. If contractors normally provide after-school, summer and vacation employment, it must have copies of letters to organizations under item nine describing those opportunities and must have responses received and results noted on letters or in a follow-up file.

11. Contractors must validate all tests and other selection requirements where there is an obligation to do so under 41 CFR 60-3.

EXAMPLE

Contractors must have evidence in the form of correspondence, or certificates that all test and interview and selection procedures used by the contractor, a craft union or Joint Apprenticeship Committee meet the requirements in the O.F.C.C.P. testing and selection guidelines.

12. Contractors must conduct, at least annually, an inventory and evaluation (at least) of all minority and women personnel for promotional opportunities and encourage these employees to seek or to prepare for such opportunities by appropriate training.

EXAMPLE

Contracts must have written records (memo, letters, personnel files, etc.) showing that the company makes annual reviews of minority and female personnel for promotional opportunities and notifies these employees of training opportunities (formal or on-the-job) and encourages their participation.

13. Contractors must ensure that seniority practices, job classifications, work assignments and other personnel practices do not have discriminatory effect by continually monitoring all personnel and employment related activities to insure that the EEO policy and the contractor's obligations under these specifications are being carried out.

EXAMPLE

Contractors must have evidence (letters, memos, personnel files, reports) that: a) the activity under item twelve, above, has been carried out; b) any collective bargaining agreements have an EEO clause and the provisions do not operate to exclude minorities and women; c) the EEO officer reviews all monthly work force reports, hiring, terminations and training provided on the job; d) the EEO officers job description identifies his or her responsibility for monitoring all employment activities for discriminatory effects; and e) the contractor has initiated corrective action whenever the contractor has identified a possible discriminatory effect.

14. Contractors must insure that all facilities and company activities are non-segregated, except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes.

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Contractors must have incorporated the Certification of Non-Segregated Facilities from the contractor's federally involved contract documents into all subcontracts and purchase orders; have records that announcements of parties, picnics, etc. have been posted and have been available to all employees; have records that all employment benefits have been offered to all employees; have written copies of contacts (written or verbal) with supervisory staff regarding the provision of adequate toilet and changing facilities to assure privacy between the sexes.

15. Contractors must document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and women's contractor associations and other business associations.

EXAMPLE

Contractors must have copies of letters or other direct solicitation of bids for subcontractors or joint ventures from minority or women contractors with a record of the specific responses and any follow-up the contractor has done to obtain a price quotation or to assist a minority or female contractor in preparing or reducing a price quotation; have a list of all minority or female subcontracts awarded or joint ventures participated in with dollar amounts, have copies of solicitation sent to minority and women's contractor associations or other business associations.

16. Contractors conduct a review, at least annually, of all supervisors adherence to and performance under the contractor's EEO policies and affirmative action obligations.

EXAMPLE

Contractors must have copies of memos, letters, reports, minutes of meetings or interviews with supervisors regarding their employment practices as they relate to the contractor's EEO policy and affirmative action obligations and written evidence that supervisors were notified when their employment practices adversely impacted on the contractor's EEO and affirmative action posture.

Read and Accepted: _____

Company Name: _____

EMERGING BUSINESS ENTERPRISE (EBE) DECLARATION FORM

BIDDER MUST CHECK EITHER A, B, OR C BELOW TO DECLARE HIS/HER STATUS AS AN EBE OR AS A NON-EBE CONTRACTOR.

A. _____ The undersigned firm certifies that it is NOT an EBE Contractor.

B. _____ The undersigned declares that it IS an EBE Contractor.

Please specify percentage of the economically disadvantaged individual's ownership _____%.

C. _____ The undersigned declares that it and the firm _____, a certified EBE, have entered a joint venture to perform this contract, and therefore, will be considered to be an EBE contractor for this project.

CONTRACTOR:

CONTRACTOR:

By: _____

By: _____

Its: _____

Its: _____

NOTE: A successful, non EBE bidder will be required to sign an EBE Rider attached to the final contract. In the Rider, the successful bidder must agree that he/she will make a good faith effort to subcontract 10% of the overall contract amount to EBE certified subcontractors. A percentage less than 10% may be stipulated by the Owner in the Instructions to Bidders, but it is the Owner's goal to strive for 10%, pursuant to Executive Order 90-01 (as amended 12-19-91) of the City of Fort Wayne.

The contract will be awarded to the lowest bidder who is responsive and responsible. EBE commitment is not a part of the contract award. The successful bidder will be required to sign the EBE Rider or the contract will not be signed by the Owner.

BID 1-10

Application No.	Street #	Street Dir.	Street Name	Type	EO	Structure	Asbestos Abatement required - per SES testing	Comments
09-152ORDER-14138	3211		Addison	Ave	MAK	House		
10-152ORDER-00872	1718		Andrew	St	MAS	House & Garage	Yes	
09-152ORDER-11611	2714	S	Anthony	Blvd	JXC	Garage		
09-152ORDER-11006	417		Bass	St	RJS	Garage		
09-152ORDER-12349	3805		Brentwood	Ave	BJJ	House		
10-152ORDER-01556	2901		Central	Dr	ECG	House, Garage & Fence	Yes	
10-152ORDER-00724	436	W	Dewald	St	RJS	House & Fence		
10-152ORDER-01744	611	W	Dewald	St	RJS	House, Garage & Fence	Yes	
10-152ORDER-00791	3221		Dinnen	Ave	BXK	House & Garage	Yes	
09-152ORDER-13538	1906		Drexel	Ave	ECG	Garage		
10-152ORDER-03988	2218		Drexel	Ave	ECG	House, Garage & Fence	Yes	
09-152ORDER-12351	1308		Eckart	St	JXC	House & Fence	Yes	
10-152ORDER-00425	4141		Euclid	Ave	BJJ	Garage & Shed		
10-152ORDER-00758	2517		Fox	Ave	BXK	House & Fence	Yes	
10-152ORDER-00934	1124		Grant	Ave	ECG	Garage		
10-152ORDER-00428	1023		Hamilton	Ave	JXC	Garage		
10-152ORDER-00978	1311		High	St	MAS	Garage		
09-152ORDER-13836	5423		Hoagland	Ave	BXK	Garage		
10-152ORDER-04028	3123		Holton	Ave	JXC	House & Tree		
09-152ORDER-12352	1348		Huestis	Ave	BXK	House, Garage & Fence	Yes	
09-152ORDER-14181	1318		Michigan	Ave	RJS	House, Garage, Fence and Trees	Yes	
09-152ORDER-10914	1430		Michigan	Ave	RJS	House & Fence	Yes	
09-152ORDER-12356	2018		Oxford	St	BJJ	House, Shed, Fence & Tree	Yes	
09-152ORDER-12357	314	E	Pontiac	St	JXC	House	Yes	
10-152ORDER-00788	411		Poplar	St	RJS	House, rear Deck & Fence	Yes	
10-152ORDER-00974	706		Riverside	Ave	MAS	House, Garage & Fence	Yes	
10-152ORDER-00981	1817		Sinclair	St	MAS	House & Deck		

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09-152ORDER-11589	4437		Spatz	Ave	SWC	House, Garage & Fence	Yes	
09-152ORDER-13858	716	W	Superior	St	RJS	House		
10-152ORDER-01223	602		Taylor	St	RJS	House	Yes	
10-152ORDER-02317	512		Third	St	MAS	House, Garage & Fence		
10-150ORDER-02154	1219	E	Wayne	St	JXC	Commercial Bldg	Yes	
10-152ORDER-00340	3306		Wayne Trace		ECG	House & Garage		

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STREET NO.	STREET NAME	STRUCTURE	DEMO COST	LOT COST	TOTAL
3211	Addison	House	\$	\$	\$
1718	Andrew	House & Garage	\$	\$	\$
2714	Anthony	Garage	\$	\$	\$
417	Bass	Garage	\$	\$	\$
3805	Brentwood	House	\$	\$	\$
2901	Central	House, Garage & Fence	\$	\$	\$
436	Dewald	House & Fence	\$	\$	\$
611	Dewald	House, Garage & Fence	\$	\$	\$
3221	Dinnen	House & Garage	\$	\$	\$
1906	Drexel	Garage	\$	\$	\$
2218	Drexel	House, Garage & Fence	\$	\$	\$
1308	Eckart	House & Fence	\$	\$	\$
4141	Euclid	Garage & Shed	\$	\$	\$
2517	Fox	House & Fence	\$	\$	\$
1124	Grant	Garage	\$	\$	\$
1023	Hamilton	Garage	\$	\$	\$
1311	High	Garage	\$	\$	\$
5423	Hoagland	Garage	\$	\$	\$
3123	Holton	House & Tree	\$	\$	\$
1348	Huestis	House, Garage & Fence	\$	\$	\$
1318	Michigan	House, Garage, Fence and Trees	\$	\$	\$
1430	Michigan	House & Fence	\$	\$	\$
2018	Oxford	House, Shed, Fence & Tree	\$	\$	\$
314	Pontiac	House	\$	\$	\$
411	Poplar	House, rear Deck & Fence	\$	\$	\$

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706	Riverside	House, Garage & Fence	\$	\$	\$
1817	Sinclair	House & Deck	\$	\$	\$
4437	Spatz	House, Garage & Fence	\$	\$	\$
716	Superior	House	\$	\$	\$
602	Taylor	House	\$	\$	\$
512	Third	House, Garage & Fence	\$	\$	\$
1219	Wayne	Commercial Bldg	\$	\$	\$
3306	Wayne Trace	House & Garage	\$	\$	\$

DEMOLITIONS TO BE COMPLETED WITHIN 60 DAYS PER BID SPECIFICATIONS.

VALIDITY OF BID PRICES _____
(IN CALENDAR DAYS)