

DEMOLITION OF A RESIDENTIAL STRUCTURE INCLUDING ASBESTOS ABATEMENT At 1107 Victory St., Buchanan, MI 49107

Richard Murphy
Community Development Director
302 N Redbud Trail
Buchanan, MI 49107

October 2, 2024

<u>ADVERTISEMENT FOR BIDS</u> CITY OF BUCHANAN, MICHIGAN

DEMOLITION OF A RESIDENTIAL STRUCTURE INCLUDING ASBESTOS ABATEMENT 1107 Victory St.

Proposals will be received by the City of Buchanan, Michigan until Friday, October 18, 2024 at 12:00pm Local Time. The deadline has been extended indefinitely while the City conducts a safety inspection and asbestos survey of the property. Once these items are completed, we will update the deadline and provide the survey to the contractors.

Please submit bid to Community Development Director Richard Murphy via email at murphy@cityofbuchanan.com or to Buchanan City Hall at 302 N. Redbud Trl, Buchanan, Michigan 49107.

The proposal and contract forms as well as the plans and specifications under which the work will be done are on file and may be examined at the office of the Community Development Director, City Hall, 302 N Redbud Trail, Buchanan, MI, (269) 695-3844, ext. 19. Copies thereof may be obtained from the Department of Community Development.

The City reserves the right to reject any or all proposals, to waive irregularities in proposals and to accept the proposal, which in the opinion of the City Council is most advantageous to the City.

No bid shall be withdrawn after the opening of bids for a period of thirty (30) days after the scheduled time of receiving bids.

CITY OF BUCHANAN

PROPOSAL TO CITY OF BUCHANAN, MICHIGAN

DEMOLITION OF A RESIDENTIAL STRUCTURE INCLUDING ASBESTOS ABATEMENT
1107 Victory St.
Buchanan, Michigan 49107

Property owned by Joe Watts
<u>Jawatts123@sbcglobal.net</u>
269-547-3471

To the City of Buchanan, Michigan:

The undersigned, having familiarized himself/herself/themselves with the local conditions affecting the cost of the work, and with the Contract Documents, including Advertisement, Instruction to Bidders, General Conditions, the Form of Proposal, the Form of Contract, and Specifications on file in the office of the Department of Community Development. Hereby proposes to perform everything required to be performed and to provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services necessary to perform and complete in a workmanlike manner all the work required for the demolition work for the City of Buchanan. All in accordance with the plans and specifications as prepared by the Department of Community Development, at and for the following named price:

TOTAL BID PRICE: \$
COMPLETION DATE:
BIDDERS EXCEPTIONS/COMMENTS:

The undersigned affirms that in making such proposal neither he/she nor any company that he/she may represent nor anyone in behalf of him/her or company directly or indirectly. Has entered into any combination, collusion, undertaking or agreement with any other bidder or bidders to maintain the prices of said work. Or any compact to prevent any other bidder or bidders from bidding on said contract or work. And further affirms that such proposal is made without regard or reference to any other bidder or proposal and without agreement or understanding or combination either directly or indirectly with any other person or persons with reference to such bidding in any way or manner whatsoever.

The undersigned hereby agrees that if the City shall accept the foregoing proposal. He/she will, within ten (10) consecutive calendar days after receiving notice of acceptance of such proposal. Enter into contract, in the appropriate form, to furnish the labor, materials, equipment, tools, and construction equipment necessary for the full and complete execution of the work at and for the price named in his proposal. And he will furnish to the said City and to the State of Michigan, such surety for the faithful performance of such contract and for the payment for all materials used in this work and for labor expended thereon as shall be approved and accepted by said City.

In submitting this bid it is understood that the right is reserved by the City of Buchanan to reject any and all bids. It is agreed that this bid may not be withdrawn for a period of thirty (30) days after the opening thereof.

Dated and signed at ₋	State of		
	this, 2024.		
	Company Name		
	Name of Bidder (Print or Type)		
	Signature of Bidder (Authorized Signature)		
Title:			
Business Add	dress:		
	FAX Number		
Cell Phone Number			
E-Mail Address			

INSTRUCTIONS TO BIDDERS

Work to be Done

The work to be done under this contract includes the furnishing of all labor, materials and construction equipment necessary for the proposed demolition project and other related work complete and in accordance with the plans and specifications.

Construction Conditions

It is required that each bidder will examine the plans and specifications for the work and make a personal examination of the site of the proposed work and its surroundings. It is also expected that he/she will obtain firsthand information concerning the available facilities for receiving, transporting, handling, and storing construction equipment and materials and concerning other environmental conditions that may affect his/her work.

Basis Upon Which Proposals are Solicited

Proposals are solicited for the proposed demolition project and other related work as shown on the plans or described in the specifications. The basis on which proposals will be received will be that of unit prices for the work described in the Form of Proposal.

Time of Completion

The Contractor shall commence work under this contract as soon as possible and shall fully complete all work under this contract by June 1, 2025.

Form of Proposal

All proposals must be made and signed by the bidder in the form attached hereto.

All prices stated in the proposal must be plainly written in legible figures. Illegibility of any figures in the proposal will be sufficient cause for rejection of the proposal by the City.

Each proposal must be addressed to the City Clerk of the City of Buchanan, Michigan, and labeled on the outside **BID FOR DEMOLITION OF A RESIDENTIAL STRUCTURE INCLUDING ASBESTOS ABATEMENT 1107 Victory St.**

Conformity to Plans and Specifications

Proposals must be made in full conformity to all the conditions as set forth in the plans and specifications for the work now on file in the Department of Community Development.

Name, Address and Status of Bidder

The name and legal status of the bidder, that is, as a corporation, partnership, or an individual, shall be stated in the proposal. A corporation bidder shall name the state in which its articles of incorporation are held, and must give the title of the official having authority, under the by-laws, to sign contracts; a partnership bidder shall give the full name and address of partners.

Anyone signing a proposal as an agent of another or others must submit with his proposal legal evidence of his authority to do so.

The place of residence of each bidder, or the office address in the case of a firm or company, with county and state, must be given after his signature.

Written or Oral Explanations

Should a bidder find discrepancies in or omission from the contract documents, plans or specifications, or should he be in doubt as to their meaning, he may at once notify the Public Works Director, and request an interpretation thereof and he will be held responsible for the prompt delivery of such request. The Public Works Director will thereupon send written instructions in an addendum to all bidders. The City will not be responsible for any oral instruction in connection with this contract.

Execution of Contract

The bidder whose proposal shall be accepted will be required to execute the contract in the form attached hereto and to furnish sureties as hereinafter specified, within ten consecutive calendar days after receipt of notice of such acceptance. In case of his refusal to do so, he will be considered to have abandoned all of his rights and interests in the award, and his certified check or bidder's bond may be declared to be forfeited to the City and the work may be awarded to another.

^{*} Construed as including Contractor's Contingent or Protective Insurance if necessary to protect the Contractor from damage claims arising from the operations under this contract.

Indemnification

The Contractor shall indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work. Provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or the injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom. Which is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly employed by them or by anyone for those acts any of them may be liable regardless of whether or not it's caused in part by a party indemnified hereunder.

Protection of Work

The Contractor shall assume full responsibility for safeguarding and protection of all buildings, monuments, fences, poles and other structures which may occur near his work, or in any way may be affected by any of his work under this contract, except as otherwise specifically stated in the contract specifications.

Right to Accept, to Reject and to Waive Defects

The City reserves the right to accept any proposal, or reject any or all proposals, and to waive defects or irregularities in any proposal. In particular, any alteration, erasure, or interlineation in the contract documents which are attached hereto and specifically made a part of these instructions and of the form of proposal, shall render the accompanying proposal irregular and subject to rejection by the City.

Award of Contract

The contract shall be deemed as having been awarded when, formal notice of award shall have been duly served upon the bidder to whom the City contemplates awarding the contract by the Department of Community Development of the City of Buchanan.

Withdrawal of Bids

No bidder may withdraw his/her bid after receipt by the Department of Community Development for a period of 30 days.

Contract Period

The contract period shall commence as soon as possible after award of contract and signing and submittal of all documents and be completed no later than 28 days after the award of the contract.

Safety

The Contractor shall maintain safety during the continuance of the work such protective devices as will effectual prevent any accidents in consequence of his/her work. And he/she shall be liable for all accidents and damages occasioned in any way by his/her acts or neglect, or by the acts of neglect of his/her Sub-Contractor's, agents, employees or workmen. The Contractor shall use safety devices, which are approved by the Michigan Department of Occupational Health and Safety. The Contractor shall comply with all of the current laws, rules and regulations of the Michigan Occupational Health and Safety Act.

Payment Method

Full payment shall be made upon 100% completion of the work. The City pays twice a month and the payment to the Contractor would occur at either time depending upon the approval process. The bills shall be mailed or sent to the designated contact person.

GENERAL CONDITIONS

Definition of Terms

The following terms as used in these CONTRACT documents are defined as follows:

Contractor - The person, firm or corporation to whom the within contract is awarded by the City and who is subject to the terms thereof.

Sub-Contractor - A person, firm or corporation other than the Contractor, supplying labor and materials or labor for work at the site of the project.

Project - The public improvement proposed by the City to be constructed under this contract.

City - The City of Buchanan, Michigan

Owner - The City of Buchanan, Michigan and/or private property owner.

City Commission - The legislative body of the City Government of the City of Buchanan.

Building Official Director of Public Works, and City Code Enforcement Official and/or other properly authorized representatives.

Supervision

The work covered by this contract will be executed under the supervision of the Building Official who shall have the authority to inspect all materials and workmanship entering into the work, to furnish all instructions and information regarding plans and specifications that may be necessary, to supply supplementary or additional plans or specifications as he may deem expedient, and to point out to the Contractor any disregard of any of the provisions on the contract; but the right of final acceptance or condemnation of the work will not be waived at any time during its progress.

The Building Official may provide for the inspection of any or all materials or workmanship used or intended to be used under this contract, by assistants under his direction, or otherwise, as he may deem to be advisable or expedient; but no inspection shall relieve the Contractor of his fundamental obligation to fully meet all requirement of his contract. Such inspection may cover any or all parts of the work, and may extend to and include the preparation or manufacture of any materials or fabricated articles intended to be incorporated into the work. The Contractor shall furnish, upon request therefore by the Building Official, such samples for examination or testing as the Building Official may prescribe. The Contractor shall furnish such labor and assistance as may be necessary for the proper handling of materials in all inspections and tests that may be required.

Any materials or fabricated articles furnished by the Contractor to be used in this work which shall not, in the judgment of the Building Official, be equal to the requirements of the plans or specifications may be rejected by the Building Official, and such rejected materials or articles shall not be used, but shall be immediately removed by the Contractor from the site of work.

The Building Official and his/her duly authorized agent and employees may, at any time and for any purpose enter upon the work and upon the premise occupied by the Contractor, and the Contractor shall provide proper and safe facilities by which they may have convenient access to such parts of the work as may be required.

General Conditions – continued

Measurements

Due and proper measurement of the work will be taken by the Building Official during the progress of the work, and his/her estimates based upon such measurements shall be final and conclusive evidence of the amount of work performed under this contract.

Protection Against Accidents

The Contractor shall put up and shall maintain during the continuance of the work such barriers, lights and other protective devices and shall furnish such watchman as will effectually prevent any accidents in consequence of his/her work; and he/she shall be liable for all accidents and damages occasioned in any way by his acts or neglect, or by the acts or neglect of his Sub-Contractors, agents, employees or workman.

The Contractor shall use safety devices that conform to the Michigan Manual of Uniform Traffic Control Devices

Contractor's Insurance

The Contractor shall not commence work under this contract until he/she has obtained all insurance required under this paragraph and the Owner has approved such insurance, nor shall the Contractor allow any Sub-Contractor to commence work on his sub-contract until all similar insurance required of the Sub-Contractor has been so obtained and approved.

- a. <u>Compensation Insurance</u>: The Contractor shall take out and maintain during the life of this contract Workmen's Compensation Insurance for all employees employed at the site of the project and in case any work is sublet the contract shall require the Sub-Contractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees unless such employees who engage are covered by protection afforded by the Contractor. In case any class of employees who engage in hazardous work under this contract at the site of the project is not protected under workmen's compensation statute, the Contractor shall provide and shall cause each sub-Contractor to provide adequate insurance coverage for the protection of is employees not otherwise protected.
- b. <u>Public Liability and Property Damage Insurance:</u> * The Contractor shall take out and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect him and any Sub-Contractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract whether such operations be by himself/herself or by any Sub-Contractor or by anyone directly or indirectly employed by either of them and the amount of such insurance shall be as follows:

Protection of Work

The Contractor shall assume full responsibility for safeguarding and protection of all buildings, poles and other structures which may occur near his/her work, or in any way may be affected by any of his work under this contract, except as otherwise specifically stated in the contract or specifications.

No trees or shrubbery of any kind shall be moved or destroyed by the Contractor without written permission of the Building Official, and the Contractor will be held fully responsible for any damage incurred by this work to adjoining trees and shrub. Ample precaution shall be taken by the Contractor to protect such trees and shrubs as are to remain in place by surrounding them with fences or other protection before construction work begins. Shrubbery that has to be removed shall be preserved and replace in a manner acceptable to the Building Official.

The Contractor shall assume full responsibility for the loss or damage to the work during the entire

General Conditions – continued

construction period resulting from the caving earth and from storms, floods, frost, and other adverse weather conditions, and from all other causes whatsoever not directly due to the acts or neglect of the owner, and shall turn the finished work over to the owner in good condition and repair, at the time of final estimate. This responsibility of the Contractor shall cover all those elements included as extra work under this contract in exactly the same manner as the regular work is covered.

Stored Materials

Materials and equipment distributed, stored and placed upon or near the site of the work shall at all times be so disposed as to not to interfere with street drainage, or with fire hydrants, or with access hereto, and to hinder any more than may be necessary to maintain the ordinary traffic of the street.

Clean Up

The Contractor shall at all times keep the premises free from accumulation of waste material or rubbish caused by his/her employees or work. Upon completion of the actual work of construction, the Contractor shall clean up and leave in a neat condition all the premises that he/she has occupied during the construction period.

Before the time of final estimate, the Contractor shall remove from the premises all surplus excavation, debris and rubbish and all unused materials, together with all tool and equipment, or shall deposit them at such point and in such manner as the Building Official may require.

Right of Way

In carrying out the work on private right-of-way, the Contractor shall take due and proper precautions against any injury to adjacent structures and shall hold himself/herself strictly within the rights secured by the City. The city will endeavor to obtain right-of way in plenty of time ahead of construction work, but there shall be no claim for loss of damage by the Contractor due to unforeseen delay on the part of the City in securing the right-of-way.

Time and Sequence of Work

In general, it is the intention and understanding that the Contractor shall have control over the sequence or order of execution of the several parts of the work to be done under this contract and over the method may be distinctly demand by the plans. The Building Official may, however, make such reasonable requirements as may, in his/her judgment, be necessary for the proper and effective protection of work partially or wholly completed, and to these requirements the Contractor shall strictly conform.

Sunday and Night Work

No Sunday work shall be done except in a case of emergency or to protect from damage or injury any work that has already been done; and then only with written consent of the Building Official, and only such an extent as he may judge to be necessary.

Ordinarily no night work shall be carried on which will require the presence of the Building Official or an inspector, except with written permission of the Building Official. Night work is permissible in an emergency but the Contractor shall notify the Building Official, as far as possible in advance, of his intention to carry on such emergency work and of the time and place of doing it.

Intent of the Contract Documents

The contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the contract document is to include in the contract price the cost of all labor and materials, water, fuel, plant, equipment, light, transportation and all other expenses as may be necessary for the proper execution of the work.

In interpreting the contract documents, words describing materials or work which have a well-known technical or trade meaning, unless otherwise specifically defined in the contract documents, shall be construed in accordance with such well-known meaning recognized by architects, engineers and the trade.

Plans and Specifications

The nature and extent of the work to be done under this contract shall in accordance with and governed by the plans and specifications therefore which are on file in the Department of Community Development, and which copies are appended hereto and which form a part of this contact.

The specifications describe and define the kinds and quality of materials, the methods and means of construction and the character and quality of workmanship which shall enter into the work of this contract. Additional specifications in further elaboration or explanation of the work to be done may be prepared by the Building Official and supplied to the Contractor during the progress of the work as the Building Official may deem to be necessary or expedient. The owner shall furnish to the Contractor, free of charge, two sets of specifications and associated plans.

When required by the specifications, or when called for by the owner, the Contractor shall furnish the owner, for approval, full information concerning the materials or articles which he/she contemplates incorporation in the work. Samples of the materials shall be submitted for approval when so directed. Machinery, equipment, materials, and articles installed or used without such approval shall be at the risk of subsequent rejection.

Correction of Work After Final Payment

Neither the final payment nor any provision in the contract document shall relieve the Contractor of the responsibility for negligence or faulty materials or workmanship within the extent and period provided by law, and, upon written notice, he/she shall remove any defects due thereto and pay for any damage due to other work resulting there from, which shall appear within one year after date of completion and acceptance.

Delays

If the Contractor is delayed in the completion of the work by any act or neglect of the Owner or Owner's representative or by any other Contractor employed by the Owner, or by causes beyond the Contractor's control, including strikes, lockouts, fire or unavoidable casualties, then the time of completion will be extended for such reasonable time may be agreed upon by the owner and Contractor after notice in writing to the Owner of the cause of such delay. The Contractor must give such notice to the owner within five (5) days following beginning of such delay.

Termination for Breach

In the event that any of the provisions of this contract are violated by the Contractor or by any of his/her Sub-Contractors, the Owner may serve written notice upon the Contractor and the surety of its intention to terminate such contract, such notice to contain the reasons for such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Contractor such violation shall cease and satisfactory arrangement for correction be made, the Contractor shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the contract, provided, however, that if the surety does not commence performance thereof within 30 days from the date of the mailing to such surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract for the account and at the expense of the Contractor, and the Contractor and his surety shall be liable to the owner for any excess cost occasioned the owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances, and plant as may be necessary therefore.

Alterations in Plans and Specifications

The Owner shall have the right to make alterations in the plans and specifications from time to time as the work progresses, and the exercise of said right shall not invalidate this contract nor weaken any of the Contractor's obligations under it. Such alterations shall become binding upon the Contractor upon due notification in writing by the Building Official. When such alterations are so made, and in case the amount to be added or subtracted from the contract sum cannot be agreed upon in advance, or cannot be determined by unit prices enumerated herein, the cost of the work thereby added or omitted shall be estimated by the Building Official, and in the amount so ascertained shall be added to or deducted from the contract sum provided for in the contract. In case of dissent from the said estimate by either party, the question of fair amount to be added or omitted shall be referred to three disinterested arbitrators, one to be appointed within ten (10) days by each of the parties and the third by the two thus chosen.

Materials and Workmanship

In the specifications where a particular material or piece of equipment is specified by reference to some particular make or type, or equal, it is not the intent to limit competition in bidding but to set up by such reference a standard of quality most easily understood and defined. If materials or equipment of other make or type than that specified by name are offered by the Contractor, they will be given full consideration by the Building Official and the Building Official's decision will be final as to whether the materials or equipment are equal to those specified.

Unless otherwise stipulated in the specifications, all workmanship, equipment, material and articles incorporated in the work covered by this contract are to be new and of best grade of their respective kinds for the purpose. The Contractor shall, if required, furnish such evidence as to kind and quality of material as the Building Official may require. The Contractor shall furnish to the owner for his approval, the name of the manufacturer of machinery, mechanical and other equipment, which he/she contemplates installing, together with their performance capacities and other pertinent information.

The Contractor shall furnish suitable tools and building appliances to employ competent labor to perform the work to be done, and any labor or tools or appliances that shall not, in the judgment of the Building Official, be suitable or competent to produce this result may be ordered from the work by him, and such labor and tools or appliances shall be substituted, therefore, by the Contractor as will meet with the approval of the Building Official.

If not otherwise provided, material or work called for in this contract shall be furnished and performed in accordance with well-known established practice and standards recognized by architects, Building Official, and the trade.

Payment

At about the close of each month during which satisfactory progress has been made toward the final completion of the work, the Building Official will make an estimate of the amount and value of the work that has been done under this contract during the month, or since the date of the last preceding estimate. Such estimate shall not be required to be made by strict measurements with exactness, but may be made either wholly or in parts by appraisement or estimation, or by consideration of accounts for labor and material, and it shall be sufficient if it is approximate only. Any error or inaccuracy, which may occur in such progress estimate, may be allowed for or corrected in any subsequent estimate. As soon as practicable after such estimate is made up and certified, and upon its approval by the City, the City will pay to the Contractor, on account, a sum equal to ninety percent (90%) of the amount of such estimate, except that the City may deduct and retain out of any such partial payment a sum sufficient to meet any undischarged obligation of the Contractor for labor,

General Conditions - continued

materials or equipment furnished for the work in accordance with the provision herein.

The progress estimates and payments thus provide for will include all extra work which may be done under the provisions of the contract on the same basis as other work is included, all such extra work being regarded herein as essentially a part of the contract and merely an addition to it. No allowances will be made in any progress estimate for materials furnished and delivered on the ground until such materials shall have been permanently incorporated in the work.

SPECIFICATIONS DEMOLITION OF A RESIDENTIAL STRUCTURE INCLUDING ASBESTOS ABATEMENT 1107 Victory St. Buchanan, MI 49107

SCOPE OF WORK

This work shall include the furnishing of all labor, materials, equipment, tools, cost of insurance and bonds and other miscellaneous costs for the complete demolition of the residential structure, located at 1107 Victory St. Buchanan, MI 49107, in accordance with the obvious intent of the contract documents and described as follows:

DEMOLITION OF A RESIDENTIAL STRUCTURE INCLUDING ASBESTOS ABATEMENT

1107 Victory St. Buchanan, MI 49107

DEMOLITION REQUIREMENTS

Demolition shall include the removal of the entire building, retaining walls, chimneys, walls, cisterns, foundations, basements, billboards/signs, antennas, trash, rubble, sign posts, etc. and items which may now be remaining in the structure but not limited to supplies, equipment, appliances and heating, electrical and plumbing equipment. The project will also include the removal of the garage, fencing associated with the property and any debris located on the property. Demolition shall include the removal below existing ground level of all foundations and slabs. This shall include the sealing of all sewer drains and filling of any basement or other excavations up to ground level. All fill areas shall be filled with clean granular fill material, compacted at one (1) foot intervals up to a point 3 inches below the adjoining ground elevation. Site shall be top soiled (3"), seeded with perennial grasses and mulched.

Prior to backfilling, the Contractor shall notify the City of Buchanan Building Official to verify that all requirements for demolition have been met.

All demolition and removal shall be performed by laborers skilled in this type of work, in an orderly, neat and quiet manner so as to cause the least amount of inconvenience, noise, dust, or other objectionable conditions. The Contractor shall conduct the demolition work to insure the least obstruction to traffic. Barricades, lights, warning signs and other safety features as required for the protection of the public, adjacent buildings and adjacent property shall be provided by the Contractor. Any traffic obstruction shall be coordinated with the Police Department and the Department of Public Works.

DISCONNECTING/ABANDONING UTILITY LINES

All storm and sanitary leads, laterals and connections shall be disconnected at a point no greater than two (2) feet behind the right of way line. The pipes shall be cut clean and capped with a neoprene rubber cap and stainless-steel clamp. Each connection shall not be covered until approved by the Department of Community Development. Sidewalk removal/replacement to facilitate plugging, disconnecting or capping of utility lines shall be included in the cost of building demolition and not a separate pay item.

The Contractor shall disconnect all water service leads to the structure at the curb stop. The curb stop shall be turned to the "off" position. The services shall not be covered until approved by the City Utilities Department.

Disconnection /abandonment of Gas, Telephone, Cable Television and other utilities may be necessary as well and shall be the responsibility of the Contractor to contact the appropriate utility.

HAULING ROUTES AND DISPOSAL SITES

Haul routes will be subject to local regulations. The disposal of all rubbish and waste material will be made in legally designated disposal areas where such type of disposal is sanctioned. The Contractor shall be responsible for keeping streets clean, free of dirt and debris caused by demolition and hauling. <u>ALL LOADS MUST BE COVERED</u>. Contractor shall present with his billing copies of landfill receipts, receipts from licensed waste hauler or such other documentation as may be required. Final approval of the work will not be given until such documentation is provided.

UTILITY LOCATIONS

The Contractor shall assume full responsibility for the safeguarding and protection of all underground utilities which may occur near to his work, or in any way be affected by any of his work under this contract, except as otherwise specifically stated in the contract or specifications. It shall also be the Contractor's responsibility to contact "Miss Dig", phone 1-800-482-7171 or **811**, at least seventy-two (72) hours prior to doing any excavation work. The Contractor shall be responsible for ascertaining the locations of any active utilities traversing the project site and preserve and protect them in operating condition. The Contractor shall protect property including but not limited to manholes, catch basins, valve boxes, line poles, end poles and guys, vaults, meters, pedestals and other appurtenances. The Contractor shall be responsible for the repair of any such utility.

PERMITS

The Contractor shall be responsible for securing any necessary permits and the costs for permits shall be waived by the City of Buchanan.

ASBESTOS ABATEMENT

As part of this project the Contractor will be required to remove the asbestos and the building addition with the collapsed roof as asbestos waste as it would be dangerous to sort through.

Asbestos abatement work shall only be performed by a trained and Michigan licensed asbestos abatement contractor.

PAYMENT FOR WORK

Payment will be made for this demolition project upon 100% completion of the work. Upon completion of the work, Contractor shall submit an invoice to the Department of Community Development a minimum of one week prior to the next scheduled Buchanan City Council meeting. Council meetings are normally held on the second and fourth Mondays of each month. Accompanying the invoice shall be a notarized statement that all materials, labor and other costs related to this work have been fully paid fo