



Downtown Dover Partnership/Main Street Dover
101 W. Lookerman Street, Ste 2B
Dover, DE 19904
(302)678-2940
www.DowntownDoverPartnership.com

January 24, 2024

To Whom It May Concern

The Downtown Dover Partnership City will receive sealed bids on February 27, 2024, at 2:00 PM local time for the purpose of contracting for **DEMOLITION OF A TWO-STORY COMMERCIAL STRUCTURE WITH COMMERCIAL KITCHEN AND GARAGE/WAREHOUSE LOCATED AT 680-684 FOREST STREET, DOVER, DELAWARE TAX PARCEL 05-761-20-23-9900, BID NUMBER DDP-ITB-680-684FS-1-25-24.**

The bid must be submitted with three (3) paper copies and one (1) electronic copy on flash drive in a sealed envelope to: Downtown Dover Partnership, 101 West Lookerman St. 2B, Dover, DE 19904. **All vendors must complete the Intent to Bid notice and send it via email to ken@downtowndoverpartnership.com and doverimprovements@gmail.com if they intend to submit a bid. Any vendor not returning the form may not receive published addenda.**

Your submission is not revocable for ninety (90) days following the response deadline indicated above.

LATE SUBMISSIONS:

A bid received after the closing date and time for receipt of the bids is late. It is the responsibility of the submitter to ensure that the bid is received prior to the closing date and time.

QUESTIONS:

If you have questions concerning this Intent to Bid, they must be made in writing and emailed to ken@downtowndoverpartnership.com. **All questions must be submitted no later than February 6, 2024.** All questions will be compiled and answered in the form of an addendum and will be published on the DDP website at www.DowntownDover.com. All changes or corrections to this Intent to Bid will be handled by addenda issued by the DDP.

The Downtown Dover Partnership reserves the right to request corrections, clarifications, and/or additional information pertaining to the bidder's response.

All bids will be opened in the presence of the DDP Property Development Director or his/her designee. The main purpose of the bid opening is to reveal the name(s) of the bidder(s), not to serve as a forum for determining the low bidder(s).

The contract shall be awarded within 90 days of the closing date to the lowest and most responsive bidder. The bids and summaries shall not be open for public inspection until after receipt of a fully executed contract.

The DDP, public employees and elected officials must discharge their duties impartially to assure competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of this procurement.

The DDP reserves the right to waive technicalities, to reject any or all submissions, or any portion thereof, to advertise for new bids, to proceed to do the work otherwise, or to abandon the work, if in the best interest of the DDP.

All vendors must completely fill out, sign, date, and return the attached “Consent for Disclosure Under the Freedom of Information Act (FOIA)” form with their submission. Failure to return the completed form will be deemed consent to the disclosure of all information included in the submission after the receipt of a signed contract or issuance of a purchase order. **Any and all proprietary information contained within the bid must be isolated and clearly marked.** The cover must indicate that the bid contains such information.

Minority, women, veteran, service-disabled, veteran, and individuals with disabilities owned vendor preference shall be three percent (3%) of the value of the award. **The vendor must identify qualification and claim to the preference on the submitted bid documents.** **The vendor must provide authoritative proof of minority ownership such as identification in the certification directory maintained by the State of Delaware Office of Supplier Diversity to qualify for this preference.** This preference is to be considered as stand-alone and cannot be added to any other preference that may be allowed. This preference shall not apply to subcontractors.

Local vendor preference shall be considered for materials, equipment, construction contracts, and utility contracts. Local vendor preference shall be three percent (3%) of the annual value of the award. The term local vendor is defined as a gradually increasing range with preference assigned as follows:

Rule 1: Vendor located within the city limits of the City of Dover.

Rule 2: Vendor located within Kent County, Delaware (applicable only if no vendor qualifies under rule 1)

Rule 3: Vendor located within the State of Delaware (applicable only if no vendor qualifies under rules 1 & 2)

In the event that no vendor qualifies under rules 1, 2, or 3, no local vendor preference will be awarded.

The vendor must identify qualification and claim to the preference on the submitted bid documents.

This preference is to be considered as stand-alone and cannot be added to any other preference that may be allowed.

A bid bond or certified check in the amount equivalent to ten percent (10%) of the proposal amount shall be required with each proposal. Acceptable bid security shall be limited to a bid bond in a form satisfactory to the DDP underwritten by a company licensed to issue bid bonds in this state or a bank certified check. If a bid does not comply with security requirements, it shall be rejected as being non-responsive. The check or bid bond of the bidder to whom the contract is awarded will be forfeited to the Downtown Dover Partnership as liquidated damages in case the contract and performance bond are not executed within fifteen days after receiving official notification of award.

A performance bond shall be required from the successful bidder for a construction contract. Such a bond shall be for the full amount of the contract. If the contractor fails to provide such a bond or a binder within fifteen days of the award of the contract, the award of the contract or the contract shall be void. The bond shall be released by the Downtown Dover Partnership upon successful completion of the contract and upon a detailed inspection of the contracted work.

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the Downtown Dover Partnership may contract for an equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

Neither the contractor nor the Downtown Dover Partnership shall be held liable for non-performance under the terms and conditions of this contract due but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

Vendors must provide three contract references to the Downtown Dover Partnership with submission of bid. Vendor references may be checked to verify the bidder's ability to perform the contract requirements, the quality of work, and the ability to meet obligations.

ENVELOPES MUST BE MARKED "DEMOLITION OF A TWO-STORY COMMERCIAL STRUCTURE WITH COMMERCIAL KITCHEN AND GARAGE/WAREHOUSE LCOATED AT 680-684 FOREST STREET, DOVER, DELAWARE TAX PARCEL 05-761-20-23-9900, BID NUMBER DDP-ITB-680-684FS-1-25-24" No faxed or emailed bids will be accepted.

The Downtown Dover Partnership shall have the right to reject any or all bids if deemed to be in the best interest of the DDP, such as but not limited to local vendor preference and minority vendor preference while awarding.

Sincerely,

Ken Anderson
Property Development Director
Downtown Dover Partnership
(302) 242-7035
www.DowntownDover.com



Downtown Dover Partnership/Main Street Dover
 101 W. Lookerman Street, Ste 2B
 Dover, DE 19904
 (302)678-2940
www.DowntownDoverPartnership.com

INTENT TO BID NOTICE

ITB Number: DDP-ITB-680-684FS-1-25-24 **ITB Opening:** February 27, 2024 @ 2 p.m.

Description: Demolition of 680-684 Forest Street, Dover, Delaware 19904

If you are interested in the Intent to Bid described above, you can download it in Adobe PDF format from our web site <http://www.DowntownDover.com>. Any amendments or other additional information related to this solicitation will be posted with the original document on the web site.

If you do not have internet access and want to receive this Intent to Bid, all subsequent amendments, or additional information on the bid package, please provide the requested information to:

The Downtown Dover Partnership
 101 W. Lookerman St., 2B
 Dover, DE 19904

Email: ken@downtowndoverpartnership.com and/or doverimprovements@gmail.com

Please complete the following and return this form to the Downtown Dover Partnership

Company: _____	Vendor Response /Request
Address: _____	<input type="checkbox"/> No submission at this time, please retain on vendor list.
_____	<input type="checkbox"/> Please send complete bid package
Contact: _____	<input type="checkbox"/> I will download the bid package
Phone: _____	<input type="checkbox"/> I intend to submit
Email: _____	<input type="checkbox"/> I do not intend to submit
	Other: _____

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PROCEED FOR ITB SUBMISSION INFORMATION

**CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR**

**TWO-STORY COMMERCIAL STRUCTURE AND GARAGE/WAREHOUSE DEMOLITION
680-684 FOREST STREET
DOVER, DELAWARE 19904**

ITB # DDP-ITB-680-684FS-1-25-24

**Downtown Dover Partnership
101. West Loockerman St., 2B
Dover, DE 19904
302-678-2940**

www.downtowndoverpartnership.com

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680-684 FOREST STREET
DOVER, DELAWARE 19904

DOWNTOWN DOVER PARTNERSHIP
BID NO. DDP-ITB-680-684FS-1-25-24.

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BID # DDP-ITB-680-684FS-1-25-24.

SECTION 1 - PROJECT SPECIFICATIONS

1.0 SCOPE OF SERVICES

The Downtown Dover Partnership is seeking a qualified and competent contractor to **demolish and remove** a two-story commercial structure with a commercial kitchen and a garage/warehouse, all junk, debris, litter, fences, or other materials located at **680-684 Forest Avenue, Dover, DE**. The following information should be of assistance in developing a bid. If you have any questions, please contact Mr. Ken Anderson, Property Development Director, Downtown Dover Partnership at (302) 242-7035. All technical questions must be emailed to ken@downtowndoverpartnership.com and/or doverimprovements@gmail.com.

1.1 DESCRIPTION OF WORK

1.1.1 Demolition work requires removal and disposal off-site of the following:

1.1.2 Three story commercial structure, including all items inside.

1.1.3 Building footing area is to be backfilled with clean fill dirt, compacted, graded, and seeded after all basement walls and footers have been removed.

1.1.4 Disconnect water, sewer, electric and telephone services. An inspection of the capped sewer line which must be performed above grade must be made by a City of Dover Building Inspector.

1.1.5 A demolition permit is to be obtained from the City prior to any work being done on the property. There will be no charge for the permit. A final inspection will be performed by a Building Inspector.

1.1.6 Any salvageable items of value left after the owner has removed what he/she wants in the building(s) shall then become the property of the Contractor.

1.1.7 Storage or sale on-site of removed salvageable items will not be permitted.

1.1.8 The use of explosives will not be permitted.

1.1.9 **Minimally invasive testing has been performed at the site. Should these demolition services impact previously concealed suspect materials, all demolition activities should be controlled or halted. Any asbestos containing material will be removed from the structure(s) by a separate contract prior. If required, the Demolition Contractor may be required to work with the asbestos abatement contractor.**

1.2 CONTRACTORS PLAN

1.2.1 Contractor shall include with their bid a brief narrative description of how they plan to complete the project. The plan shall include the technique that will be used to demolish the building(s), as well as the equipment that will be used to demolish the buildings and haul them away.

1.3 CONDITION OF STRUCTURES

1.3.1 The DDP assumes no responsibility for actual condition of structures to be demolished.

1.4 PROTECTION

1.4.1 Provide passageways around the areas of demolition to ensure safe passage of persons in the area.

1.4.2 No part of the buildings may be left in an unsafe condition. If any danger is imminent, the contractor shall rope off or place barricades around the area.

1.4.3 Protect existing trees and vegetation adjacent to the demolition areas. With written permission of the DDP, some vegetation may be removed to facilitate demolition of the structure, if necessary.

1.5 DAMAGES

1.5.1 Should adjacent property be damaged in any manner, the Contractor shall stop work immediately and contact Mr. Ken Anderson, DDP Property Development Director, 302-242-7035.

1.5.2 Contractor shall promptly repair damages caused to adjacent facilities, property, streets, and sidewalks by demolition operations as directed by the DDP or City and at no cost to the DDP or the City.

1.6 TRAFFIC

1.6.1 Conduct demolition operations and the removal of debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities. **Necessary street closures will need to be coordinated with Dover Police Department and the Delaware Department of Transportation.**

1.6.2 Do not close or obstruct streets, walks, or other occupied or used facilities without permission from authorities having jurisdiction (Dover Police Department & DelDOT). Provide alternate routes around closed or obstructed traffic ways, if required by governing regulations.

1.6.3 The contractor shall maintain traffic in the project area to the satisfaction of the applicable local regulatory agencies, the local public agency, and the City. Unless otherwise specified within the Contract Documents, the Contractor must maintain pedestrian and vehicular traffic. It shall be the sole responsibility of the Contractor to keep the local regulatory agencies, (including but not limited to, the Police and Fire Departments) notified at least 72 hours in advance of changes in traffic patterns. The Contractor shall supply, install, maintain, adjust, move, relocate, and store all signs, suitably lighted barricades, sidewalk sheds, traffic cones, warning lights and traffic delineators, as necessary to carry out the traffic routing plan and maintain vehicular and pedestrian traffic, to keep people, animals, and vehicles from excavations, obstacles, etc.

1.6.4 Signs shall be adequate from the regulation safety and convenience of traffic and pedestrians. The Contractor may be required to employ certified flagger(s) and take other such reasonable means or precautions as required to prevent damage or injury to other property, and to minimize public nuisance by construction operations.

1.6.5 The Contractor shall observe and obey all local and state laws, ordinances, regulations, and permits in relation to the obstruction of a street, keeping passageways open and protecting pedestrians.

- 1.6.6 Suitably lighted barriers or barricades shall be furnished by the Contractor and put up and maintained at all times, during the night and daytime, around all open ditches, trenches, pedestrian walkways, excavations, or other work potentially dangerous to pedestrians. Such barricades shall be securely constructed, supported, and braced at least 3 feet high above the ground. Barricades shall be placed on all sides and throughout the entire length and of all open ditches, trenches, excavations, or other work, which must be barred to the general public. Barricades shall be properly painted to the satisfaction of the owner in order to retain a high degree of visibility to vehicular and pedestrian traffic.
- 1.6.7 Should the contractor or his employees neglect to set out and maintain barricades or lights, as required in these specifications, the City immediately and without notice, may furnish, install, and maintain barricades or lights. The cost thereof shall be borne by the contractor and may be deducted from any amount due or to become due to the contractor under this contract.
- 1.6.8 The contractor will be held responsible for any damages that the local public agency, owner, their heirs, or assigns may have to pay as consequence of the contractor's failure to protect the public from injury, and the same may be deducted from any payments that are due, or may become due, to the contractor under this contract.
- 1.6.9 Provide a traffic director and certified flagger(s) as required by the local regulatory agencies.

1.7 POLLUTION CONTROLS

- 1.7.1 Use of water sprinkling, temporary enclosures, and other suitable methods as necessary to limit the amount of dust and dirt rising and scattering in the air, to the lowest level of air pollution practical for the condition of work. Comply with the governing Clean Air regulations. Do not use water where it may create hazardous or objectionable conditions such as pollution, ice, or flooding.
- 1.7.2 Clean adjacent improvements including walks and streets of all dust, dirt and debris caused by demolition operations, as directed by governing authorities. Return adjacent areas to condition existing prior to the start of the work.

1.8 BUILDING DEMOLITION

- 1.8.1 Demolish the building(s) completely and remove all debris and rubble from the site. Use such methods as required to complete the work within the limitations of governing regulations.
- 1.8.2 Proceed with demolition in a systematic manner from the top of the structure to the ground and from the rear to the front of the structure(s). Complete demolition work above each floor or tier before disturbing any of the supporting members on the lower levels.
- 1.8.3 Demolish concrete and masonry in small sections.
- 1.8.4 Remove structural framing members and lower to ground, by means of hoists, derricks, or other suitable methods.
- 1.8.5 Locate demolition equipment throughout the structure and remove materials so as to not impose excessive loads to supporting walls, floors, or framing.

- 1.8.6 Demolish basement/foundations, other walls, and footings.
- 1.8.7 The use of swinging weight, clamshell bucket, power shovel, bulldozer, or other mechanical contrivance for the purpose of demolition shall be permitted.
- 1.8.8 Where a swinging weight or other mechanical contrivance is used, a protected zone of demolition at least one and one-half times the height of the structure or portion thereof being so demolished shall be maintained around the points of impact. The supporting cables shall be of such length or shall be so restrained that it is not possible for the weight to swing against any structure other than the structure being demolished.
- 1.8.9 Where a clamshell bucket is being used, a safety zone shall be maintained within 25 feet of the line of travel of the bucket.
- 1.8.10 No materials shall be dropped to any point lying outside the exterior walls of the structure unless the area is effectively protected.
- 1.8.11 Columns, beams, and other structural members which are being dismembered shall not be under any stress other than their own weight during removal and shall be chained or lashed in place to prevent any uncontrolled swinging or dropping. Large structural members shall not be thrown or dropped but shall be carefully lowered from the building.
- 1.8.12 All rubbish and debris shall be kept thoroughly wetted down to prevent dust and dirt from rising or spreading.
- 1.8.13 Burning on-site will not be permitted.
- 1.8.14 Blasting will not be permitted on the project site.
- 1.8.15 Upon completion of all demolition work, the contractor shall repair any streets, sidewalks, or other features scheduled to remain, that have been damaged due to this demolition, to a condition equal to or better than their preexisting conditions. Materials used for repair shall be of like kind and of the thickness, width, length, etc. DDP-ITB-680-684FS-1-25-24 as the original, except that, asphalt may be used to replace concrete only if so, ordered by the City and/or the local authorities.
- 1.8.16 The contractor shall be responsible for the protection and preservation of all municipal and public utilities traversing the project site, the protection of manholes and manhole covers, valve boxes and other devices serving buildings in the area and shall pay all costs of repair in the event of damage caused by his work.
- 1.8.17 The contractor shall not remove barricades until approval to do so is granted by the City.

1.9 FILL

Provide all fill necessary to bring the existing grades under the demolished building to be level with the adjacent present grades. Fill to be compacted in 6-12" lifts and left clean. Material shall be clean, well-graded sand and gravel, free of organic matter, rubble, frost, and all deleterious substance. Fill shall contain no rocks over 4" in the greatest dimension. Fill shall be compacted in lifts no greater than 12 inches per lift.

1.10 STATEMENT OF QUALIFICATIONS

Please answer the following questions regarding your company's past performance on similar projects. Attach a financial statement or other supportive documentation. Failure to reply to this instruction may be regarded as justification for rejecting a bid.

A. Number of years in business: _____

B. Number of personnel employed:

Part time _____

Full time _____

C. List three contracts of this type/size your firm completed within the last three years:

Project	Date	Contact Person	Phone No.

D. SUBCONTRACTORS: If subcontractors are to be used, please list firm name, address, name of principal, and phone number below or on a separate sheet. Also indicate portion or section of work subcontractor will be performing.

Company name	Address	Principal	Phone

Additional information may be requested subsequent to your responding to this bid request.

2.0 QUALIFICATIONS OF CANDIDATES:

The DDP may make such investigations as deemed necessary to determine the ability of the candidate to perform the work and the degree to which any candidate meets the criteria for award listed herein.

2.1 OBLIGATIONS OF THE CANDIDATE:

At the time of the opening of bids, each candidate will be presumed to be thoroughly familiar with the specifications, the various sites, and the objectives for each element of the project item or service.

2.2 LIQUIDATED DAMAGES:

Liquidated damages for late completion will be \$500.00 per day.

2.3 CRITERIA FOR AWARD:

This Intent to Bid does not necessarily contemplate an award based solely on price. Rather, the DDP reserves its rights to reject any or all bids or any portion thereof that may determine to be the best value and overall contract.

2.4 TIME PROVISIONS:

The content of any bid submitted is to remain valid and available to the DDP for ninety (90) days from the day bids are due.

2.5 ASSIGNMENT OF CONTRACT:

The successful candidate agrees that he will not assign, transfer, or subcontract any portion of the award, unless indicated.

2.6 INDEMNIFICATION:

Contractor shall not assert any claim arising out of any act or omission by any agent, officer, or employee of the DDP in the execution or performance of this Agreement against any such agent, officer, or employee.

The contractor expressly agrees to at all times indemnify, defend and save harmless the Downtown Dover Partnership and its respective officers, agents, and employees on account of any and all demands, claims, damages, losses, litigation, financial costs and expenses, including counsel's fees, and compensation arising out of personal injuries (including death), any damage to property, real or personal and any other loss, expense or aggrievement directly or indirectly arising out of, related to or in connection with the project and the work to be performed hereunder by the contractor, its employees, agents, subcontractors, material suppliers, or anyone directly or indirectly employed by any of them. The contractor shall and does hereby assume and agree to pay for the defense of all such claims, demands, suits, proceedings, and litigation. The provisions of this paragraph shall survive the expiration or early termination of this agreement and shall not be limited by reason of any insurance coverage.

2.7 BUILDING PERMIT FEES:

The contractor is responsible to obtain demolition permits at no cost.

2.8 INSURANCE COVERAGE:

The contractor must submit a certificate of insurance coverage which identifies the limits of specific coverage for the business with their bid submission.

DOWNTOWN DOVER PARTNERSHIP

BID NO. DDP-ITB-680-684FS-1-25-24

SIGNATURE SHEET

To: Property Development Director
Downtown Dover Partnership
101 W. Loockerman St. Ste 2B
Dover, Delaware 19904

This certifies that the undersigned has examined the location of:

**TWO-STORY COMMERCIAL STRUCTURE WITH COMMERCIAL
KITCHEN AND GARAGE/WAREHOUSE
680-684 FOREST STREET
DOVER, DELAWARE 19904**

and hereby declares that they have carefully examined the specifications and project site and has satisfied themselves as to all the quantities and conditions and understands that in signing this bid, they waive all rights to plead any misunderstanding regarding the same.

The undersigned further understands and agrees that they will furnish and provide all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to carry out the contract and to accept in full compensation therefore the amount of the contract as agreed to by the contractor and the City.

NOTE: Unit prices for all items, all extensions, and total amount of bid, shall be shown, and be written in ink or typed. Show unit prices in figures only. Figures written to the right of the dot (decimal) in the dollar's column shall be considered as cents.

The bidder is hereby advised that by signature of this bid they are deemed to have acknowledged all requirements and signed all certificates contained herein.

** Receipt is hereby acknowledged of addendum(s) No. (s) _____ , _____ &

SIGNATURE OF AUTHORIZED OFFICIAL(s)

SIGNATURE, PRINTED NAME, TITLE

SIGNATURE, PRINTED NAME, TITLE

FIRM NAME _____

ADDRESS (Street, city, state, zip) _____

TELEPHONE NUMBER _____

EMAIL ADDRESS _____

BID SHEET

Three-Story Commercial Structure with Basement Demolition

DDP BID NO. DDP-ITB-680-684FS-1-25-24

THE DOWNTOWN DOVER PARTNERSHIP RESERVES THE RIGHT TO AWARD THIS CONTRACT BASED ON WHICH BID IS MOST ADVANTAGEOUS TO THE DDP.

ITEM NO.	DESCRIPTION	QTY	UNIT	DOLLAR AMOUNT
1.	<p>LUMP SUM BID FOR COMPLETE DEMOLITION AND REMOVAL OF TWO-STORY COMMERCIAL STRUCTURE WITH COMMERCIAL KITCHEN AND GARAGE/WAREHOUSE, ALL JUNK, DEBRIS, LITTER FENCES, BOARDS, VEGETATION OVERGROWTH AT 680-684 FOREST STREET</p> <p>Local Vendor Preference (Circle one): Rule 1 Rule 2 Rule 3 None</p> <p>Minority Vendor Preference (Circle one): Yes No</p>	1	LS	\$

I SHALL BEGIN WORK WITHIN FOURTEEN (14) DAYS AFTER NOTICE TO PROCEED IS RECEIVED AND COMPLETE WORK WITHIN THIRTY (30) DAYS.

BIDDER’S CHECK LIST

The bidder’s attention is especially called to the following items:

A. SIGNATURE SHEET

To be filled in and signed by the bidder and returned with the bid.

B. BID SHEET

The unit prices, extensions and total amounts bid must be shown in the spaces provided and returned with the bid.

C. CONTRACTOR’S PLAN (not a form)

As stated on Page 3, paragraph 1.2, Contractor shall include, with their bid, a brief description of how they plan to complete the project. The plan shall include the technique that will be used to demolish the building(s), as well as the equipment that will be used to demolish the building(s) and haul it away.

D. STATEMENT OF QUALIFICATIONS

To be filled in and returned with the bid.

E. CERTIFICATE OF INSURANCE

A copy of the contractor(s) insurance coverage must be included in the submission.

Note: There may be a large amount of unclaimed debris inside of the house. All demolition costs must include the disposal of this material.