

DEMOLITION CONTRACT

Date: _____

Project: _____

Tracts: _____

I hereby offer to perform the following services within the City/County of _____ for the Department of Roads, at the following price on all properties shown on the attached forms for a total bid price.

1. (a.) Disconnect water service at the main connection; plug sewer service at curb area or property line. (or) (b.) Decommission the well according to the State of Nebraska, Department of Health regulations and the applicable rules, regulations and ordinances of the City/County of _____; provide the Department with all permits and paperwork associated with the decommissioning of the well; and Remove all Septic Tanks.
2. Complete the NESHAP NOTIFICATION OF DEMOLITION AND RENOVATION forms for each property and file with the Nebraska Department of Environmental Quality as per Title 129, Nebraska Air Quality Regulations. This form will be completed whether or not asbestos is present. A copy of this form shall also be provided to the Department.
3. Remove all asbestos containing material, if any, according to Nebraska State Statutes, Section 71-6301 to 71-6317 and the Asbestos Control Program Regulations, Title 178, Chapter 22; Also, Federal Environmental Protection Agency National Emission Standards for Hazardous Air Pollutants (NESHAP) for Asbestos (40 CFR Part 61 Subpart M) and the Nebraska Department of Environmental Quality, Title 129, Nebraska Air Quality Regulations; a contractor trained and certified in asbestos handling shall perform all asbestos removal and handling operations. The contractor shall provide the Department with copies of all associated permits for removal and landfill paperwork.
4. Remove all underground storage tanks, if any, according to Nebraska State Statutes, Section 81-1575 to 81-1577.01 and Section 81-15, 118 to 81-15,127 and the State Fire Marshal Underground Storage Tank Regulations, Title 159. A contractor trained and licensed in underground storage tank removal shall perform all Underground Storage Tank removals. The contractor shall provide the Department with copies of all associated permits, removal and landfill paperwork.

5. Demolish the buildings.
6. Load, haul and dispose of all debris at an approved disposal site and pay all fees for permits, tolls and disposal costs, all in conformity with the applicable rules, regulations and ordinances of the City of _____ and the laws of the State of Nebraska.
7. Clear the tracts of basement walls, steps, trees less than 6 inches in diameter, weeds, shrubs, bushes, rubbish and other objectionable material.
8. Load, haul and dispose of all of the above mentioned material at an approved disposal site and pay all fees, tolls and permits for disposal costs; fill all basement holes with earth and provide the Department with copies of all associated landfill receipts.
9. Level the tract so as not to create pools of standing water; all in conformity with the applicable rules, regulations and ordinances of the City of _____ and the laws of the State of Nebraska.
10. Incorporate seed into disturbed areas with a 90% minimum purity of perennial rye grass at the rate of 1.25 pounds per 1,000 square feet.

Final grading will be done to the specifications of the State.

All utility shut offs to be performed by the contractor in roadway traffic lanes are subject to planned traffic control by the contractor and all accrued costs are the responsibility of the contractor.

Any street cuts must be restored to their prior condition by the contractor.

TOTAL BID for the above requirements _____.

NO BID BOND IS REQUIRED

I do hereby further agree to begin the above described work within ____ calendar days following notification of Authorization to proceed and to complete said work within a period of ____ calendar days following the date of beginning work.

For any working days past the ____ calendar days allotted for work, a penalty of \$300.00 per day shall be assessed and deducted from the total contract amount.

The Contractor, for purposes of this contract, herein referred to as “Contractor”, agrees to use a federal immigration verification system to determine the work eligibility status of new employees performing services within the State of Nebraska. The Contractor hereby agrees to contractually require any subcontractors to use a federal immigration

verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of work authorization program authorized by the illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C 1324a, known as the E-Verify program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The Contractor shall furnish a letter to the State stating that documentation is on file certifying that they and their subcontractors have registered with and used a federal immigration verification system. The Contractor shall maintain all records of registration and use for a period of three years after final payment has been made and make records available upon request. The Contractor shall contractually require subcontractors to maintain such records for the same three year period and make records available upon request.

The Contractor does hereby covenant and agree that (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination; (2) that in the demolition of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination; (3) that the Contractor shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended. That in the event of breach of any of the above nondiscrimination covenants, the State shall have the right to terminate the contract and to re-enter and repossess said land and the facilities thereon and hold the same as if said contract had never been made or issued.

When this contract has been signed by the Right of Way Manager, the successful bidder will receive a copy and this will constitute a legal and binding contract.

The Department of Roads will inspect the work and the Federal Highway Administration will have access at all times to the project.

Total payment for this contract will be initiated upon final acceptance by the State.

The Department of Roads reserves the right to reject any and all bids.

CONTRACTOR

RECOMMENDED BY

ADDRESS

DEPARTMENT OF ROADS

CITY, STATE, ZIP

APPROVED BY

PHONE

Signature of Contractor or Authorized Agent