



NOTICE TO BIDDERS

The Redevelopment Commission of the City of Elkhart, Indiana will receive sealed bids for the following project: *Freight St. Property Demolition*

Project Summary: Demolition of all structures located on the property including all walls, basements, foundations, footings, overhangs, fences, and pavements. Removal of trees, stumps, roots, and vegetation. Removal and proper disposal of all debris existing prior to and resulting from said demolition. Backfilling, compaction, leveling of site with clean topsoil, and seeding. Properties included in the scope of this work are as follows:

225 S Second St. Parcel No. 20-06-08-205-006.000-012, 20-06-08-205-007.000-012, 20-06-08-205-008.000-012, 20-06-08-205-009.000-012, 20-06-08-205-010.000-012, 20-06-08-205-012.000-012, & 20-06-08-205-013.000-012
229 S Second St. Parcel No. 20-06-08-205-016.000-012, & 20-06-08-205-020.000-012

Sealed bids shall be filed with:
Sherry Weber, Development Services Office Administrator
City of Elkhart Permit Center
229 S 2nd St.
Elkhart, IN 46516

Bids will be accepted during the hours of 8:00 a.m. to 4:30 p.m. (ET) Monday-Friday and up until 4:00 p.m. (ET) on Tuesday, November 12, 2024 (the Deadline). All bids received by the Office Administrator prior to the Deadline will be reviewed at the meeting of the Redevelopment Commission (Commission) scheduled to start at 4:00 p.m. (ET) on Tuesday, November 12, 2024. Any bid received after the Deadline will be returned to the bidder unopened. After review of the bids, the Commission will take action based on staff recommendation.

Bid packets may be obtained from the following sources:

1. Go to <https://elkhartindiana.org/bid-opportunities/> and find bid packets listed by job title. Click the job title link to download for free.
2. Request a hard copy by contacting Adam Fann or Jacob Wolgamood at adam.fann@coei.org or jacob.wolgamood@coei.org Please note that while city staff will make every attempt to provide a hard copy in a timely manner, delays are possible.

The Commission will award a contract to the lowest responsive and responsible bidder. The Commission reserves the right to waive informalities or irregularities, and to reject any and all bids or portions thereof.

Redevelopment Commission of the City of Elkhart
Sandi Schreiber, President



FREIGHT STREET PROPERTY DEMOLITION
CONTRACT

This Agreement is made and entered into this XX day of Month, 2024, by and between the **REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA**, (“CITY”), and _____ (“CONTRACTOR”).

RECITALS:

WHEREAS, the CITY desires to arrange for the demolition of structures, pavements, and level grading of property located within the City of Elkhart at 225 S Second St., Parcel No. 20-06-08-205-006.000-012, 20-06-08-205-007.000-012, 20-06-08-205-008.000-012, 20-06-08-205-009.000-012, 20-06-08-205-010.000-012, 20-06-08-205-012.000-012, & 20-06-08-205-013.000-012229, and 229 S Second St., Parcel No. 20-06-08-205-016.000-012, & 20-06-08-205-020.000-012 (“Premises”); and

WHEREAS, the CITY desires to retain the services of a competent contractor with the necessary equipment, expertise, and personnel to undertake the demolition of structures, pavements, and leveling of property; and

WHEREAS, CONTRACTOR represents that it has the requisite expertise and ability to complete this project and guarantees that CONTRACTOR is properly bonded and registered with the City of Elkhart and with the City of Elkhart’s Department of Building and Code Enforcement

NOW, THEREFORE, in consideration of the forgoing and of the mutual covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

SECTION 1. Scope of Services.

CONTRACTOR agrees to furnish the following services:

- A. Provide all necessary labor, materials, equipment, and funding related to demolition, permits, bonds, and licenses; and the coordination of any and all activities in conjunction with the demolition contract.
- B. Maintain a safe construction site and prevent any materials, structure, or excavation from becoming a hazard or an attractive nuisance throughout the duration of the demolition. This may include, but is not limited to, securing the site with an appropriate project fence, construction site screening, security personnel, and the installation of cameras. The duration period begins once the CONTRACTOR enters the property to begin demolition and does not end until the CITY has verified completion of the demolition.
- C. Take all reasonable and necessary steps to prevent damage to the right of way, adjacent properties, and minimize environmental impacts to the surrounding area. The CONTRACTOR is responsible for all damage prevention methods and activities, providing water for dust control, and installing and maintaining an appropriate construction entrance. Schedule an inspection with the Building Department prior to starting demolition.
- D. Properly maintain a site that does not permit soil and other debris to leave the property and introduce these items to the stormwater system. This may include, but is not limited to, the installation of a construction entrance, straw waddles, erosion control fence, and inlet protections.
- E. Provide maintenance of traffic plans, signs, and barricades, and obtain permits through the Department of Public Works where and when access to the public right-of-way will be limited.
- F. Verify by affidavit that all utilities have been vacated and isolated at the street level and all equipment removed, including but not limited to water, electric and gas, prior to the beginning of demolition. All utility vacations shall be in accordance with Indiana law, City of Elkhart requirements, the regulations of the utility, and any other applicable laws. CONTRACTOR is responsible for obtaining utility locates for the project prior to any construction activity.
- G. Demolition of the principal structure and all accessory structures located on the property. Such demolition shall include all walls, overhangs, basements, foundations, footings, fences, and pavements on the property.

- H. Demolition and backfilling of all wells, cisterns, meter pits, septic tanks, and drainage systems in accordance with this contract, Indiana Administrative Code, and Federal regulations.
- I. Clearing, grubbing, and stripping of the property. Removal and disposal of trees, stumps, limbs, brush, shrubs, and other vegetation. Removal and disposal of trunks, stumps, and roots, greater than one inch in diameter to a depth of twelve inches below grade. Removal and disposal of all remaining vegetative materials and any trash in preparation for topsoil and seed.
- J. Exposing water and sewer services on the property side of the sidewalk or public right-of-way, capped by a licensed plumber or other authorized professional, and inspected by the Department of Public Works prior to backfilling.
- K. Removal and proper disposal of all debris existing prior to and resulting from said demolition. All debris shall be delivered to an approved disposal facility licensed in accordance with state and/or local regulations, laws, and zoning.
- L. Backfilling of basements and depressions left by demolition with B borrow and compaction in accordance with INDOT 203.23. Final grading of site by placement of four (4) inches minimum topsoil in conformance with surrounding area and in a manner that prohibits ponding. CONTRACTOR shall contact the City of Elkhart Redevelopment Department for inspection prior to backfilling.
- M. Sowing of grass seed consisting of 50% Kentucky bluegrass, 35% creeping fescue and 15% turf type perennial ryegrass. Mulch for seeding shall consist of straw, excelsior mulch, excelsior blanket, paper mat, straw mat or wood cellulose fiber mulch. Maintain area until seventy (70) percent growth has been achieved. Sowing of permanent seed shall be done between 1st of April and 15th of October.
- N. CONTRACTOR shall notify the City of Elkhart Redevelopment Department that the work is complete and arrange for an inspection of the property.
- O. CONTRACTOR has forty-eight hours (48) hours to remove equipment from the site after final inspection by the City of Elkhart Redevelopment Department. Failure to remove the equipment or schedule inspection in a timely manner may result in the issuance of fines up to \$100 per day.

SECTION 2. Schedule.

Services described in Section 1 shall be commenced within fifteen (15) days after the date that the CITY's approval of this Agreement is communicated to CONTRACTOR ("Start Date"). All services and tasks associated therewith shall be completed by CONTRACTOR within sixty (60) days of the Start Date.

SECTION 3. Payment.

In consideration for the services rendered under this contract, the CITY agrees to pay CONTRACTOR the sum of _____ upon inspection and approval by the CITY. No payment shall be made until the CITY's inspection reveals that the work is entirely completed. An invoice must be submitted with the landfill receipts before the payment can be processed. No advance payments will be made.

SECTION 4. Penalty.

If CONTRACTOR fails to complete the work within the time specified, a penalty charge of one-half percent (1/2 %) of the contract price shall be assessed for each day the project remains uncompleted. Such charges may be set off by the CITY against any final payment otherwise due and owing under this contract. Additionally, in the event this Agreement is breached by CONTRACTOR, the CONTRACTOR shall be liable for any additional charges and expenses incurred by CITY in completion of the demolition attributable to the breach.

SECTION 5. Indemnification.

CONTRACTOR represents and warrants that it is an independent contractor and agrees to indemnify and hold CITY harmless against any claim, loss, damages, or expense because of bodily injury, death, or property damage sustained by any person arising out of the performance of this Agreement, whether such injuries to persons or damage to property are due or claimed to be due to any negligence of CONTRACTOR, CITY, their agents, servants, or employees, or of any person.

SECTION 6. Assignment.

Neither this agreement nor any interest of CONTRACTOR herein may be assigned, sublet, or transferred to a third party without prior written consent of the CITY.

SECTION 7. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and any suit based thereon must be brought in the Superior or Circuit Court of Elkhart County, Indiana.

SECTION 8. Compliance with State and Local Law.

CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations, and ordinances that are applicable at the time of CONTRACTOR'S services pursuant to this Agreement are rendered, and all provisions required thereby to be included herein are hereby incorporated by reference.

SECTION 9. E-Verify Compliance.

All terms defined in I.C. § 22-5-1.7 et seq. are adopted and incorporated into this section. Pursuant to I.C. § 22-5-1.7 et seq., CONTRACTOR shall enroll in and verify the work eligibility status of all of its newly-hired employees using the E-Verify program, if it has not already done so as of the date of this Agreement. CONTRACTOR is further required to execute an affidavit affirming that: (i) it is enrolled and is participating in the E-verify program, and (ii) does not knowingly employ any unauthorized aliens. In support of the affidavit, CONTRACTOR shall provide the CITY with documentation that it has enrolled and is participating in the E-Verify program. This Agreement shall not take effect until said affidavit is signed by CONTRACTOR and delivered to the CITY's authorized representative.

Should CONTRACTOR subcontract for the performance of any work under this Agreement, the CONTRACTOR shall require any subcontractor(s) to certify by affidavit that: (i) the subcontractor does not knowingly employ or contract with any unauthorized aliens, and (ii) has enrolled and is participating in the E-verify program. CONTRACTOR shall maintain a copy of such certification for the duration of the term of any subcontract. CONTRACTOR shall also deliver a copy of the certification to the CITY within seven (7) days of the effective date of the subcontract.

If CONTRACTOR, or any subcontractor of CONTRACTOR, knowingly employs or contracts with any unauthorized aliens, or retains an employee or contract with a person that the CONTRACTOR or subcontractor subsequently learns is an unauthorized alien, CONTRACTOR shall terminate the employment of or contract with the unauthorized alien within thirty (30) days ("Cure Period"). Should the CONTRACTOR or any subcontractor of CONTRACTOR fail to cure within the Cure Period, the CITY has the right to terminate this Agreement without consequence.

The E-Verify requirements of this Agreement will not apply should the E-Verify program cease to exist.

SECTION 10. Anti-Iran Investment Requirement.

CONTRACTOR certifies that it is not now engaged in investment activities in the County of Iran and it understands that providing a false certification could result in fines, penalties, and civil action against it.

SECTION 11. Supplement.

This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

SECTION 12. Entire Agreement.

This Agreement constitutes the entire agreement of the parties, and, unless specified otherwise herein, no representations, inducement, promises, or prior agreements, oral or written between the parties, or made by any agent on behalf of the parties or otherwise, shall be of any force and effect.

SECTION 13. Authority.

The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

SECTION 14. Nondiscrimination.

CONTRACTOR shall not be in violation of Elkhart City Ordinance No. 4101, for the duration of this agreement. Should CONTRACTOR be in violation of any of the aforementioned provisions, such shall be considered a material breach of this agreement.

SECTION 15. Severability.

In the event that any portion of this Agreement is found to be invalid it shall be deemed severed and the remainder of this Agreement shall remain in full force and effect as if the severed portion did not exist.

SECTION 16. Commission Appropriation.

In the event funds for the payment of services pursuant to this Agreement are not appropriated by the Redevelopment Commission of the City of Elkhart, then, the CITY shall have the right to terminate this Agreement without penalty by giving prior written notice to CONTRACTOR.

IN WITNESS WHEREOF, the parties have duly executed this Agreement pursuant to all requisite authorization as of the date first set forth above.

Sandra Schreiber, President

Dina Harris, Secretary

Signature of Contractor

Printed Name

Address

City, State, Zip

Applicant for Demolition Permit's Consent to Liability and Release

- 1) I am applying to demolish the following (check one):
 - A detached home
 - A detached garage
 - An attached home and garage
 - A detached home and garage
 - Another structure (describe): _____.

- 2) The structure to be demolished is located at the following address _____.

- 3) I am (check one):
 - The owner of the property
 - The contractor contracted to demolish the property
 - Other (describe) _____.

- 4) I am verifying that I have personal knowledge that all utility companies were contacted and informed that a demolition at the address listed above was planned.

- 5) I am verifying that I have personal knowledge that all utilities, including natural gas, water, LP gas (propane) and electrical are now shut off at the street level (property line) at the pole or service pedestal and all equipment has been removed (including any standing meters).

- 6) I agree that the City is not liable for any explosion or other occurrence resulting from utilities that were not properly shut off and/or equipment that was not properly removed.

- 7) I agree to defend and hold harmless the City for any damages or claims or consequences resulting from any utility equipment that was not properly removed or shut off.

- 8) I have not in any way relied upon the representations of any City of Elkhart, Indiana employee in making this affidavit and can personally verify that utilities have been shut off at the street level (property line) and all meters and equipment have been removed.



TITLE VI NOTICE

It is the public policy of the City of Elkhart to provide all of its citizen's equal opportunity for education, employment, access to public conveniences and accommodations and housing without regard to Race, Religion, Color, Sex, National Origin, Ancestry, or Disability.

The City of Elkhart adheres to equality in access as expressed by TITLE VI of the Civil Rights Act of 1964, as amended which states:

No person shall on the grounds of race, color, national origin, excluded from participation in, or be denied the benefits of, or otherwise be subjected to discrimination in any program, service or activity receiving Federal financial assistance.

This equality of opportunity also includes freedom from discrimination based on age, gender and disability.

For more information or to file a complaint contact the ADA/Title VI Coordinator for the City of Elkhart:

Title VI Coordinator
1201 S Nappanee St Elkhart, IN 46516
Email: titlevicoordinator@coei.org
Phone: (574) 293-2572
Fax: (574) 293-7658
TDD: (574) 389-0189

Acceptance by Contractor

I hereby certify that I have received the City of Elkhart's "Title VI Notice" and agree to comply with the requirements and provisions of the City of Elkhart's Title VI Policy during the duration of this Agreement with the City of Elkhart.

Signed _____

Printed Name _____

Dated _____

The City of Elkhart Title VI Policy may be accessed here:

<https://elkhartindiana.org/government/human-resources/#tab-b900fced1bdffd36578>

SUPPLEMENTAL INFORMATION

The following supplemental items are project specific.

1. Parcel Location & Numbers



This map and the graphic data provided by the City of Elkhardt, Tennessee ("City") is for informational purposes only. It is not intended to be used as a legal document or as a basis for any legal action. The City does not warrant the accuracy, completeness, or timeliness of the data provided herein. The City is not responsible for any errors, omissions, or delays in providing the data, and all information is provided "as is" without warranty of any kind. The City is not liable for any damages, including but not limited to, direct, indirect, or consequential damages, arising from the use of the data provided herein. The City reserves the right to alter, amend, or discontinue the use of the data at any time without notice.

2. Demolition Boundaries



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SPECIAL NOTES & REQUIREMENTS

1. Bidders are required to submit their bid proposals in the following order:

1. Certified Bid Summary Form
2. Contractor's Bid for Public Work - Form 96 (Rev. 2013) including the Non-Collusion Affidavit. This form can be found at <https://www.in.gov/sboa/about-us/electronic-forms/>
3. Bid Bond or Certified Check
4. Signed Receipt of any/all Addendum
5. Financial Statement as required by Form 96
6. Schedule
7. Itemized Proposal, where applicable

Failure to follow bid proposal requirements may result in the bid being considered unresponsive and rejected.

2. Pre-Construction Meeting

Prior to the start of contracted work a pre-construction meeting with city departments shall be arranged to review project concerns. When applicable, the contractor shall present a traffic maintenance plan at this meeting for review.

3. Permits

Unless otherwise noted in the contract, all permits shall be acquired by the contractor.

4. Bidder's Questions

Bidders are requested to submit any pre-bid questions in writing at least forty-eight hours before the deadline. Questions may or may not be addressed by addendum as deemed appropriate by the city.

Questions may be submitted by email to Adam Fann adam.fann@coei.org and/or Jacob Wolgamood jacob.wolgamood@coei.org, or mailed to

Sherry Weber
Development Services Office Admin.
City of Elkhart Permit Center
229 S 2nd St.
Elkhart, IN 46516

CERTIFIED BID SUMMARY FORM
Freight St. Property Demolition

This Certified Bid Summary Form is to ensure that all required components of the bid have been included. Please initial each appropriate line, fill in the bid and alternate amounts, and **place this sheet as the first page of your submittal.**

- _____ I have included a completed **Form 96 (Rev. 2013)**
- _____ I have included the **Bid Bond or Certified Check**
- _____ I have included a **Financial Statement**, as required by Form 96
- _____ I have included a **Schedule**
- _____ I have included an **Itemized Proposal** where applicable

Base Bid \$ _____

I hereby certify the following: 1) that all of the required documentation is contained within the following bid packet; 2) that the information provided in this proposal is accurate and complete; 3) that I have read and understand the instructions, terms, conditions and specifications of this solicitation; 4) that I agree to fulfill the requirements of any awarded contract at the prices proposed; and 5) that this proposal includes all costs necessary to provide all supervision, labor, services, materials, tools, equipment, supplies, insurance, permits, bonds, and other incidental items, whether or not specifically called for in the specifications and contract documents, to perform and complete in a workmanlike manner all work as specifically described under each item in the specifications and contract documents, and other work necessary to complete the project in accordance with the obvious or expressed intent of the specifications of the contract documents.

Signature: _____ Date: _____
Name: _____ Title: _____
Contractor's Name and Address: _____

