

NOTICE TO BIDDERS

The Department of Building and Code Enforcement of the City of Elkhart, Indiana through its Board of Safety will be requesting complete demolition bids for the following properties:

410 Jefferson St, (residential structure, any and all concrete),

Parcel No. 20-06-05-327-041.000-012

Bid packets can be picked up at the Department of Building and Code Enforcement, 229 South Second Street, Elkhart, Indiana, no later than **Wednesday, February 8, 2023** between the hours of 8:00 a.m. to 5:00 p.m. You can also request that a bid packet is emailed to you by contacting:

**Sara VanBelle
Municipal Building
229 South Second Street
Elkhart, IN 46516
Phone: 574.294.5471
Email: sara.vanbelle@coei.org**

The Board of Safety will award a contract to the lowest “*responsive*” and “*responsible*” bidder. The Board reserves the right to waive any informalities or irregularities, and to reject any and all bids or portions thereof. The awarding of this demolition contract will be subject to the City of Elkhart having sufficient funds available.

Bid Specs

The Board of Safety of the City of Elkhart, Indiana will receive bids for the following project(s):

Complete demolition of the residential structure, any and all concrete listed below, located at the following addresses:

410 Jefferson St, Parcel No. 20-06-05-327-041.000-012

Bids will be accepted during the hours of 8:00 a.m. to 5:00 p.m. up until Friday, February 10, 2023. Bids are to be submitted for each address separately, unsigned with a bid proposal in a sealed envelope. All bids received by the Clerk of the Board by the deadline will be reviewed at the meeting of the Board scheduled to start at 9:00 a.m. on **Tuesday, February 14, 2023**. Any bid received after the deadline, will be returned to the bidder unopened. After review of the bids, the Board will take all bids under advisement based on staff recommendation. You may submit bids by mail, or personal delivery. The terms and requirements of the project are available upon request.

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CONTRACT FOR THE DEMOLITION OF 410 JEFFERSON ST

This Agreement is made and entered into this _____ day of _____, 2023, by and between the **CITY OF ELKHART, INDIANA**, (“CITY”), and _____.

RECITALS:

WHEREAS, the CITY desires to arrange for the demolition of a certain residential dwelling located within the City of Elkhart at **_410 Jefferson, 20-06-05-327-041.000-012_ (residential structure and any and all concrete slabs)** Elkhart, Indiana (“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 this structure; 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. Contact the Elkhart Fire Chief to ascertain whether or not the Elkhart Fire Department desires to use this property for training exercises.
- B. Arrange for locates and closure of all utilities. Verify by affidavit that all utilities have been turned off 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, Elkhart City requirements, the regulations of the utility, and any other applicable law.
- C. Demolition of the principal structure and all accessory structures located on the property after the Contractor has verified with the City that the structure to be demolished has passed inspection for asbestos and is asbestos free. Such demolition shall include all foundations, basements, footings, walls, and fences on the property.
- D. Contractor must obtain all necessary permits, at their sole expense, included but not limited to an Excavation Permit, fill all septic wells and drainage systems, cut and cap sewer lines, and expose the service water lines on the inside of the

property at the side walk so public works can cut out and cap.

- E. Removal of all debris existing prior to and resulting from said demolition and proper disposal of such debris.
- F. Leveling of site with four (4) inches of clean top soil and seeding of the top soil. It shall be the responsibility of CONTRACTOR to provide any necessary fill dirt for leveling of the property and any such fill dirt shall be free of debris and contaminants. Contact the Building Department for a clean hole inspection prior to filling.
- G. Provide all labor, materials, equipment and expenses necessary for the demolition, obtain all necessary permits, bonds, and licenses, and coordinate all activities in conjunction with the demolition. The contractor must have water on site for dust control and schedule an inspection with the Building Department prior to starting the demolition.
- H. Secure the site with project fence and/or silt fence as needed. Keep the premises in a safe condition and prevent any materials, structure, or excavation from becoming an attractive nuisance throughout the duration of the demolition. This period begins once CONTRACTOR enters the property to begin demolition and does not end until the CITY has been notified that the project has been completed and has inspected and verified the completion of the demolition
- I. Take all reasonable or necessary steps to prevent damage to the right of way, or the property of others, including but not limited to, protection of lateral and subjacent support.
- J. Take all reasonable precautions to preserve mature trees upon the property, if any.
- K. Notify the Elkhart Building Department that the work is completed and arrange for an inspection of the property.
- L. Contractor has forty-eight hours (48) hours to remove equipment from the site, after final inspection by the City of Elkhart Building Department. Failure to remove the equipment or schedule all inspections could result in the issuance of fines up to \$100 per day.

SECTION 2. Schedule.

Services described in Section 1 shall be commenced within ten (10) days of the date that CITY approval of this Agreement is communicated to CONTRACTOR. All services and tasks associated therewith shall be completed by CONTRACTOR within thirty (30) days of that date, unless delayed due to the need for asbestos inspection/clean-up. However, in the event that the Elkhart Fire Department desires to use this dwelling as a training exercise for Elkhart

firefighters, then the forgoing schedule shall not apply. In this event, completion of the services described in Section 1 shall be within thirty (30) days from the date CONTRACTOR is notified by the Elkhart Fire Chief that the Elkhart Fire Department is finished with the structure.

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 and no advance payment will be made. An invoice must be submitted with the landfill receipts before the payment can be processed.

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, 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 warrants that it is an independent contractor and agrees to indemnify and hold CITY harmless against any loss or expense by reason of any liability imposed on CITY for damages because of bodily injury or death, accidents sustained by any person on account of damage to property 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, or 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. Supplement.

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

SECTION 11. 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 12. 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 13. 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 14. 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 15. Council Appropriation.

In the event funds for the payment of services pursuant to this Agreement are not appropriated by the Elkhart City Common Council, 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.

_____	_____
Dr. Robert Woods, Chairman	Building Commissioner
_____	_____
Carol Loshbough, Vice-Chairman	Signature of Contractor
_____	_____
Anthony Coleman	Printed Name
_____	_____
Dr Kara Boyles	Mailing 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.

STATE OF _____)
) §
 COUNTY OF _____)

I swear under the penalty of perjury that the above is true and correct to the best of my knowledge:

_____ / _____
 Signature of Applicant Printed Name of Applicant

_____ / _____
 Signature of Notary Printed Name of Notary

Date signed in front of notary:_____ . Date my Commission Expires:_____

***A copy of identification used for purposes of notarization must be attached.**



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>

status of all of Contractor's newly hired employees through the E-Verify Program as defined by I.C. 22-5-1.7-3. Contractor's documentation of enrollment and participation in the E-Verify Program shall be included or provided upon request; and

5. Contractor shall require his/her/its subcontractors performing work under this public contract to certify that the subcontractors do not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the subcontractor subsequently learns is an unauthorized alien, and that the subcontractor has enrolled in and is participating in the E-Verify Program. The Contractor agrees to maintain this certification throughout the term of the contract with the City of Elkhart, and understands that the City may terminate the contract for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the City.

6. Persons, partnerships, corporations, associations, or joint venturers awarded a contract by the City of Elkhart through its agencies, boards, or commissions shall not discriminate against any employee or applicant for employment in the performance of a City contract with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of race, sex, religion, color, national origin, ancestry, age, gender expression, gender identity, sexual orientation or disability that does not affect that person's ability to perform the work. Breach of this provision may be regarded as material breach of contract.

I hereby affirm under the penalties of perjury that the facts and information contained in the foregoing affidavit are true and correct.

Dated this _____ day of _____, 20__

Contractor/Bidder (Firm)

Signature of Contractor

Printed Name and Title

Subscribed and sworn to before me this _____ day of _____, 20__

My Commission Expires _____

Notary Public

County of Residence _____

2023 Claims Schedule

Claims Due Dates	BOW/Check Dates
January 4 th	January 17 th
January 25 th	February 7 th
February 8 th	February 21 st
February 22 nd	March 7 th
March 8 th	March 21 st
March 22 nd	April 4 th
April 5 th	April 18 th
April 19 th	May 3 rd
May 4 th	May 16 th
May 17 th	June 6 th
June 7 th	June 20 th
June 21 st	July 5 th
July 6 th	July 18 th
July 19 th	August 1 st
August 2 nd	August 15 th
August 16 th	September 5 th
September 6 th	September 19 th
September 20 th	October 3 rd
October 4 th	October 17 th
October 18 th	November 8 th
November 9 th	November 21 st
November 22 nd	December 5 th
December 6 th	December 19 th
December 14 th	December 27 th

