

**ELKHART COUNTY, INDIANA
GOSHEN, INDIANA**

REQUEST FOR PROPOSALS

**ELKHART COUNTY PLANNING AND DEVELOPMENT
Demolition of 51841 E. County Line Rd., Middlebury, IN 46540
Demolition of 54216 Southwood Dr., Elkhart, IN 46514
Demolition of 58476 Ash Rd., Osceola, IN 46561
Demolition of 68023 US 33, Goshen, IN 46526
Demolition of 25220 County Road 6, Elkhart, IN 46514
Demolition of 30629 County Road 22, Elkhart, IN 46517
Demolition of 50902 County Road 15, Elkhart, IN 46514**

**RELEASED November 13, 2023
PROPOSALS DUE December 11, 2023**

**ELKHART COUNTY, INDIANA
REQUEST FOR PROPOSALS
INTRODUCTION - GENERAL INSTRUCTIONS**

Bid Form

Proposals are to be submitted in sealed envelopes addressed to:

Elkhart County Commissioners
Elkhart County Administration Building
117 N. Second St., Rm. 101
Goshen, IN. 46526

The envelope shall be clearly marked “Proposal for Elkhart County Planning Department –Demolition” along with the address or addresses of the project or projects bid for demolition. Also include on the outside of the envelope the name and address of the bidder(s). A noncollusion affidavit shall be executed and provided with the proposal. The noncollusion affidavit shall be in the form as attached hereto as Exhibit B. It is the sole responsibility of the bidder to see that the proposal is received at the designated date and time. Enclose three identical copies. Proposals are due for opening on Monday, December 11, 2023, at 9:00 AM EST.

Each proposal shall be accompanied by a certified check or acceptable bid bond made payable to the County in a sum of not less than ten percent (10%) of the total amount of the bid, which check or bond will be held by the County as evidence that the bidder will, if awarded the contract, enter into the same with the County upon notification for him to do so within ten (10) days of said notification.

Any proposal received after the designated time may be rejected and returned unopened. Amendments may be submitted at a later date, only if solicited by the County.

No proposals shall be withdrawn after the specified time fixed for opening. Negligence on the part of any bidder in preparing the proposal confers no right to withdraw the proposal.

Proposal Life

All proposals made in response to this Request for Proposals must remain in effect for a period of at least 60 days after the proposals are opened. Any proposal accepted by the County for the purpose of contract negotiations shall remain valid until superseded by a contract or until rejected by the County.

Withdrawal of Bids

Any bidder may withdraw its proposal either personally or by written request prior to the scheduled time fixed for opening.

After the time fixed for opening, proposals may not be withdrawn.

Examination of Specifications

Bidders should thoroughly examine and be familiar with the specifications. The failure or omission of a bidder to receive or examine any form, instrument, addendum, or other document or to visit the site(s) and become acquainted with existing conditions shall in no way relieve any bidder from performance of an awarded proposal or contract. The submission of a proposal shall be taken as prima facie evidence of compliance with this section.

Calls. Site Visits.

All inquiries are to be made to:

Mr. Kevin Williams
Building Commissioner
Elkhart County Department of Public Services
4230 Elkhart Road
Goshen, IN 46526
(574) 971-4567

Taxes

The County is exempt from all federal, state and local taxes, and will not be responsible for any taxes levied on the bidders as a result of any contract awarded.

Award of Contract

Award of contract is subject to the right that is reserved by the County to reject any or all proposals, or any items thereof, and to waive informalities or irregularities in its sole discretion. The County also reserves the right to award the proposal that is in the best interest of the County with or without further negotiations. The contract awarded shall be in the form as attached hereto as Exhibit A.

Evaluation

All proposals will be evaluated by the County. Proposals will be evaluated for their compliance with state law and with the specifications. The contract will be awarded to the lowest responsible and responsive bidder for each site.

County Obligations

The County shall not be liable for any costs incurred by the respective bidders in submitting a proposal or in anticipation of being awarded a contract. It is understood that proposals will become part of the County's official files and will be open to public inspection. Retention of these proposals does not obligate the County to any action. The County also reserves the right to reject any or all proposals, or any items thereof. The County will make the sole determination of

the “lowest responsible and responsive proposal” that best serves the interest of the County.

**SPECIFICATIONS
FOR
DEMOLITION OF 51841 E. County Line Rd., Middlebury, IN 46540
DEMOLITION of 54216 Southwood Dr., Elkhart, IN 46514
DEMOLITION of 58476 Ash Rd., Osceola, IN 46561
DEMOLITION of 68023 US 33, Goshen, IN 46526
DEMOLITION of 25220 County Road 6, Elkhart, IN 46514
DEMOLITION of 30629 County Road 22, Elkhart, IN 46517
DEMOLITION of 50902 County Road 15, Elkhart, IN 46514**

Each proposal submitted shall meet the following requirements:

Timeline:

The demolition shall be entirely completed and the property shall be restored to a condition that is in compliance with the Elkhart County Unsafe Building Ordinance, 08-419. Work must begin within 15 days from the date of contract and must be completed within 60 days from the date of contract.

51841 E. County Line Rd., Middlebury, IN 46540 – Remove unsafe home, all out buildings, fencing, septic, well, small trees and brush, trash and debris and return lot to natural grade. This property has gone through Unsafe Building process. There is an Order to Comply by the Hearing Officer that has not been satisfied.

54216 Southwood Dr., Elkhart, IN 46514 – Remove remainder of fire damaged home, any remaining debris and structures, septic, well, small trees and brush, trash and debris and return lot to natural grade. This property has gone through Unsafe Building process. There is an Order to Comply by the Hearing Officer that has not been satisfied.

58476 Ash Rd., Osceola, IN 46561 – Remove unsafe home and all accessory structures, septic, well, small trees and brush, trash and debris and return lot to natural grade. This property has gone through Unsafe Building process. There is an Order to Comply by the Hearing Officer that has not been satisfied.

68023 US 33, Goshen, IN 46526 – Remove unsafe home and all accessory structures, septic, well, small trees and brush, trash and debris and return lot to natural grade. This property has gone through Unsafe Building process. There is an Order to Comply by the Hearing Officer that has not been satisfied.

25220 County Road 6, Elkhart, IN 46514 – Remove unsafe and damaged home, all out buildings, fencing, septic, well, small trees and brush, trash and debris and return lot to natural grade. This property has gone through Unsafe Building process. There is an Order to Comply by the Hearing Officer that has not been satisfied.

30629 County Road 22, Elkhart, IN 46517 – Remove unsafe home, all out buildings, fencing, septic, well, small trees and brush, trash and debris and return lot to natural grade. This property

has gone through Unsafe Building process. There is an Order to Comply by the Hearing Officer that has not been satisfied.

50902 County Road 15, Elkhart, IN 46514 – Remove unsafe home remains, all out buildings, fencing, septic, well, small trees and brush, trash and debris and return lot to natural grade. This property has gone through Unsafe Building process. There is an Order to Comply by the Hearing Officer that has not been satisfied.

Before Demolition Begins:

- Provide proof of liability insurance to Elkhart County Building Department.
- Provide a performance bond equal to the cost of demolition bid amount.
- Provide all necessary permits including Elkhart County Demolition permit.
- Contact Utility Companies for underground location of all utilities, including but not limited to: natural gas, propane, fuel oil, electricity, city sewer, city water, cable and telephone.
- Have all utilities terminated, by the utility company, at the nearest edge where it enters the property, including but not limited to: natural gas, propane, fuel oil, electricity (above and below ground) city sewer, city water, cable and telephone.
- Contractor must confirm that utilities are terminated with confirmation in writing from utility company and visual site inspection.
- No demolition will begin until all of the steps above are complete.

Demolition:

- Septic tank sewage pumped and tank contents removed by a licensed sewage removal contractor. Contents must be dumped at an approved sewage waste facility.
- Septic tank sides, top and bottom must be crushed so that it cannot retain any liquids or remove all tank materials. Backfill tank area with clean fill material.
- Water well must be abandoned and plugged, by an Indiana licensed well driller, in accordance with Indiana Administrative Code, 312 IAC-13.
- Provide proof of well abandonment to Elkhart County Building Department and Elkhart County Health Department.
- Remove building(s) and structure(s), all building materials and debris from premises, except for clean fill for excavation. All debris must be hauled to a state approved landfill. The successful bidder will be permitted to use the Elkhart County Landfill for debris disposal at the discounted municipal disposal rate.
- No fires of any size are permitted.
- Remove foundation, and all concrete flatwork.
- Keep all roads, driveways and adjacent properties free from mud and debris.
- After demolition, the property shall be filled to grade with clean soil and compacted and site returned to a grade that can be mowed.
- After final grade is completed, apply grass seed or equivalent to disturbed soil. Stabilize site in compliance with Elkhart County Soil and Water Conservation District guidelines.
- Demolition shall comply with all applicable laws, regulations, codes, and ordinances including the Elkhart County Unsafe Building Ordinance.
- Demolition site will be inspected by Elkhart County Building Department to verify Code and Ordinance requirements have been met.

Each proposal shall provide the cost to perform the demolition work in accordance with the Contract attached hereto as Exhibit A. The proposal may address one or more sites but must give a separate price for each site if multiple sites are bid.

Dated this 13th day of November, 2023.

Elkhart County Planning and Development
Kevin Williams, Building Commissioner

EXHIBIT A

CONTRACT

THIS AGREEMENT, made as of the ____ day of _____, 2023 by and between _____, a Corporation organized and existing under the laws of the State of Indiana, hereinafter called the "Contractor", and the County of Elkhart, Indiana, hereinafter called the "County";

WITNESSETH, that the Contractor and the County, for the consideration stated herein, mutually agree as follows:

For the County of Elkhart, Indiana

Article 1. WORK

Demolition _____ services _____ of _____.

Article 2. CONTRACT PRICE \$ _____

County shall pay Contractor for performance of the Work in accordance with the Request for Proposals in current funds. Payment shall be as follows:

The Contractor shall be paid progress payments in accordance with verified payment requests submitted in a timely fashion or full payment within 60 days after final completion and verified inspection.

Article 3. CONTRACT DOCUMENTS

The Contract will consist of the following sections which are as fully a part of this Contract as if herein set out verbatim:

SECTIONS

1. This Agreement
2. Request for Proposals
3. Specifications
4. Performance Bond
(To be submitted by the Contractor upon award and made a part of this Contract)
5. Certificate of Liability Insurance by Contractor
(To be submitted by the Contractor upon award and made a part of this Contract)

Article 4. CONTRACT TIME

4.1 The Contractor hereby agrees to complete the Work within sixty (60) calendar days of the date of this Contract. County may terminate this Contract upon written notice to Contractor prior to completion. In the event of such termination, County will be obligated to Contractor only

for progress payments in accordance with verified payment requests submitted to County for work performed prior to termination.

4.2 County and Contractor recognize that time is of the essence of this Agreement and that County will suffer financial loss if the Work is not completed within the time specified in paragraph 4.1 above. It is agreed between the parties hereto that if the Contractor shall not complete the work by the date herein specified, the County may:

A. Withhold from such sums as may be payable to the Contractor under the terms of this Contract, an amount equal to ONE HUNDRED Dollars (\$100.00) for each calendar day elapsing between the day so fixed for the completion of said Work and the date upon which said Work shall be completed and accepted by the County; and

B. Relet said Work after giving the notice required by law, and the Contractor shall, on demand, pay to the County the cost of said reletting and the difference between the cost of demolition under said new contract, and the cost thereof under this Contract.

C. The amounts above are hereby agreed upon as the just and liquidated damages which the County has sustained by reason of the noncompletion of said Work within the time herein before fixed for the completion.

Article 5. MISCELLANEOUS

5.1 No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law). Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

5.2 Contractor, its successors, assigns, and legal representatives shall perform and comply with all covenants, agreements, and obligations contained in the Contract Documents.

5.3 County shall comply with the covenants and agreements contained in the Contract Documents.

5.4 The Contractor shall furnish the County with a performance bond in the amount equal to the total contract price upon execution of this Contract.

The performance bond shall be conditioned on the faithful performance of the Work in accordance with these specifications and Contract Documents. The bond must specify that: a modification, omission or addition to the terms and conditions of the public work contract, plans, specifications, drawings or profile; a defect in the public work contract; or a defect in the proceedings preliminary to the letting and awarding of the public work contract does not discharge the surety. The surety of the bond may not be released until one (1) year after the date of the County's final settlement with the Contractor.

As a condition of awarding the Contract, the successful bidder must timely furnish the bond. Failure to do so within this time may be interpreted, at the discretion of the County, as failure to perform the obligations set forth in these specifications and Contract Documents. The County may then consider other bids, and/or rebid the project.

5.5 Contractor shall defend, indemnify, and hold harmless the County from and against any and all liabilities, claims, demands, actions, and causes of action arising from or out of the actions or omissions of Contractor and Contractor's employees, agents, representatives, and subcontractors in the performance of this Contract or in the failure to comply with the requirements of this Contract.

5.6 The types and minimum amount of insurance to be provided for by the Contractor shall be as follows and must name Elkhart County, Indiana as an additional named insured:

- A. Workmen's Compensation and Occupational Disease Insurance: The Contractor shall provide Workmen's Compensation and Occupational Disease Insurance as required by law. Such policy shall specifically include coverage in the State of Indiana.
- B. Employer's Liability Insurance: The Contractor shall provide Employer's Liability with a minimum coverage of \$1,000,000.
- C. Comprehensive General Liability Insurance: The Contractor shall maintain Comprehensive General Liability Insurance with liability limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. The insurance policy shall include the following:
 - 1. Premises/Operations: The policy shall include coverage for the following special hazards when applicable to the project:
 - i) Property damage arising out of blasting or explosion.
 - ii) Property damage arising out of collapse of or structural injury to any building or structure due to grading of land, excavation, borrowing, filling, backfilling, tunneling, pile driving, cofferdam work or caisson work or to moving, shoring, underpinning, raising, or demolition of any building or structure or rebuilding of any structural support thereof.
 - iii) Injury to or destruction of wires, conduits, pipes, mains, sewers, and other similar property of any apparatus in connection therewith below the surface of ground, if caused by use of mechanical equipment.
 - 2. Contractual (Broad Form Indemnification): The Contractor agrees to indemnify and save harmless the County and its agents and employees, from and against all loss or expense (including costs and attorneys' fees) by reason of liability imposed by law upon the County for damages because of bodily injury, including death, at any time resulting there from, sustained by any person or persons or on account of damage to property due or claimed to be due to negligence of the Contractor, his Subcontractors, employees or agents.

3. Contractor's Protective: The Contractor shall maintain this type of coverage on a "Blanket" basis to cover the operations of any subcontractors.

D. Vehicle Liability Insurance: The Contractor shall maintain Comprehensive Vehicle Liability Insurance with liability limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. This coverage may be provided either as a separate policy or as part of the Comprehensive General Liability Policy described previously. The vehicle insurance must include coverage for all owned, non-owned and hired vehicles.

E. Umbrella Policy Insurance: The Contractor shall maintain a minimum \$1,000,000 Umbrella Policy in addition to its primary insurance.

F. Contractor shall not commence work until it has obtained all insurance specified herein, has filed with the County one (1) copy of Certificate of Insurance, and such insurance has been approved by the County.

Should any Coverage approach expiration during the Contract period, it shall be renewed prior to its expiration, and Certificate again filed with the County.

If any such policies are canceled or are changed so as to reduce the coverage evidenced by the Certificate, at least ten (10) days prior written notice by registered mail of such cancellation or change shall be sent to the County.

All insurance provided for under this Section shall be written by insurance companies licensed to do business in Indiana.

All insurance shall be maintained in full force and effect until the Contract has been fully and completely performed.

5.7 Contractor shall pay and satisfy all debts, claims or entitlements for payment of subcontractors, laborers, material suppliers, and those performing services on the Work, as engaged or employed by Contractor. County may withhold money from the Contract Price in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services, without liability to Contractor.

5.8 Pursuant to Indiana Code §22-9-1-10, Contractor and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, color, sex, disability, national origin, ancestry, or veteran status. Breach of this covenant may be regarded as material breach of this Contract.

5.9 Investment Activity. Pursuant to Indiana Code §5-22-16.5-13, Contractor certifies that Contractor is not engaged in investment activities in Iran.

5.10 E-Verify Program. Pursuant to Indiana Code §22-5-1.7-11, Contractor agrees to and shall enroll in and verify the work eligibility status of all newly hired employees of Contractor after the date of this Contract through the E-Verify Program as defined in Indiana Code §22-5-1.7-3; provided, however, Contractor is not required to verify the work eligibility status of all newly hired employees after the date of this Contract through the E-Verify Program if the

E-Verify Program no longer exists. Contractor further represents and certifies subject to the pains and penalties of perjury that it does not knowingly employ an unauthorized alien.

5.11 Anti-Nepotism. Contractor is aware of the provisions under Indiana Code §36-1-21 et seq. with respect to anti-nepotism in contractual relationships with governmental entities. Contractor certifies that none of the owners of Contractor is a relative of any elected Elkhart County Commissioner or Council Member of the County of Elkhart, Indiana.

5.12 Telephone Solicitation Act Compliance. Contractor certifies that, except for de minimis and non-systematic violations, it has not violated the terms of I.C. 24-4.7, I.C. 24-5-12, or I.C. 24-5-14 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and that Contractor will not violate the terms of I.C. 24-4.7 for the duration of the Agreement, even if I.C. 24-4.7 is preempted by federal law. Contractor further certifies that any affiliate or principal of Contractor and any agent acting on behalf of Contractor or on behalf of any affiliate or principal of Contractor, except for de minimis and non-systematic violations, has not violated the terms of I.C. 24-4.7 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and will not violate the terms of I.C. 24-4.7 for the duration of the Agreement, even if I.C. 24-4.7 is preempted by federal law.

5.13 Governing Law. This Agreement will be governed by, and construed and enforced in accordance with, the laws of the state of Indiana without regard to conflicts of law principles. Elkhart County and Contractor agree that all suits, actions or proceedings arising out of or relating to this Agreement may only be filed and maintained in a state or federal court in Elkhart County or St. Joseph County, Indiana. Elkhart County and Contractor hereby consent and submit to the jurisdiction of said courts and hereby waive any right to transfer or change venue or to claim any such proceeding has been brought in an improper or inconvenient forum.

5.14 Binding Effect. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, Contractor will not assign this Agreement without the prior signed written consent of Elkhart County.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in three (3) original copies on the day and year first above-written.

“CONTRACTOR:”

By: _____

ATTEST: _____

Witness

“COUNTY:”

COUNTY OF ELKHART, INDIANA

By: _____

Bradley D. Rogers, President

ATTEST:

Patricia A. Pickens, Elkhart County Auditor

CERTIFICATION:

I, _____, certify that I am the _____
of the _____ named as Contractor herein and said
Contract was duly signed for and on behalf of said _____ by authority of its
governing body, and is within the scope of corporate powers.

ATTEST:

Title: _____

EXHIBIT B

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
)
COUNTY OF _____)

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person, nor to prevent any person from making an offer, nor to induce anyone to refrain from making an offer, and that this offer is made without reference to any other offer.

Offeror (Firm)

Signature of Offeror or Agent

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

My commission Expires: _____
Notary Public

County of Residence: _____

Commission Number: _____