

CITY OF GOSHEN, INDIANA
SPECIFICATIONS AND CONTRACT DOCUMENTS



FOR
304 W. OAKRIDGE AVENUE DEMOLITION PROJECT

DATE ISSUED: February 5, 2025

PROPOSAL DUE DATE & TIME: March 6, 2025 at 4:00 p.m.

NOTICE TO BIDDERS
304 W. OAKRIDGE AVENUE DEMOLITION PROJECT

The Goshen Board of Public Works and Safety is soliciting sealed proposals for the demolition and removal of the unsafe building(s), including the proper removal and disposal of asbestos-containing materials; removal of any basements, foundations, drives and private sidewalks, proper disposal of all debris; sealing and restoration of the connection between the unsafe building and the garage located on the adjacent property at 306 W. Oakridge Avenue, ensuring that the garage remains structurally sound, weatherproof, and secure upon completion of the demolition of the unsafe building; and backfilling, grading, and seeding of the grounds at the Unsafe Premises (“Demolition Project”).

Specifications and Contract Documents may be obtained from the Goshen Clerk-Treasurer’s Office at 202 South Fifth Street, Goshen, IN 46528 or from the City of Goshen’s website at <https://goshenindiana.org/bidding-opportunities>. The City shall not be responsible for documents obtained from any other source.

A sealed proposal must be submitted in accordance with the Instructions and all contractual terms and conditions that are included in the Specifications and Contract Documents.

No bid security is required to be submitted for this solicitation.

A sealed proposal must be received by the Goshen Clerk-Treasurer’s Office at 202 South Fifth Street, Goshen, IN 46528 by 3:45 p.m. (local time) on March 6, 2025. After 3:45 p.m. and up until 4:00 p.m. on March 6, 2025, sealed proposals may be personally delivered to the Goshen Board of Public Works and Safety in the City Court Room / Council Chambers at 111 E. Jefferson Street, Goshen, Indiana. All timely proposals received will be publicly opened and announced by the Goshen Board of Public Works and Safety.

In addition to cost, proposals will be evaluated based on whether the bidder is responsible, and if the bidder’s proposal is responsive. The City of Goshen reserves the right to accept or reject any and/or all proposals, delete any portions thereof, to waive any informalities or irregularities in any proposal received, and to award a contract, consistent with Indiana law, to the lowest responsible and responsive bidder.

INSTRUCTIONS

1. **General Terms.** For the purposes of this solicitation and proposed contract:
 - (A) The terms “bid” and “proposal” are synonymous.
 - (B) The term “bidder” refers to the person or other legal entity responding to and submitting a bid to the City of Goshen in response to this solicitation.
 - (C) The term “Contractor” refers to the person or other legal entity that is awarded and enters into a contract with the City of Goshen for the work on the Project.
 - (D) The term “Project” refers to the work to be performed for the demolition and removal of the building(s), including the proper removal and disposal of asbestos-containing materials; removal of any basements, foundations, drives and private sidewalks, proper disposal of all debris; sealing and restoration of the connection between the unsafe building and the garage located on the adjacent property at 306 W. Oakridge Avenue, ensuring that the garage remains structurally sound, weatherproof, and secure upon completion of the demolition of the unsafe building; and backfilling, grading, and seeding of the grounds at the Unsafe Premises, as described in further detail in the project specifications and to be performed by the Contractor.
 - (E) The term “Specifications and Contract Documents” includes all documents for the Project, including the notice to bidders, instructions, addenda, general specifications, project specifications, plans, drawings, maps, and the terms and conditions of the contract.
2. **Contractual Terms and Conditions.** The sample Contract following these Instructions contains the terms and conditions that will be part of the contract if a bidder’s proposal is accepted by the City. No agreement modifying these terms and conditions shall be binding unless made in writing and signed by both parties. The Contract will be finalized upon award of the bid and contract.
3. **Examination and Representation.**
 - (A) The bidder shall carefully examine these Specifications and Contract Documents and fully inform themselves with the limitations, conditions, and all other relevant matters under which the Project is to be completed that may affect the cost, progress, delivery, and/or performance of the work, including applicable local, state, or federal laws and regulations. The bidder shall make their own determinations as to conditions, assume all risk and responsibility, and complete the Project in and under conditions that the bidder may encounter or create, without additional costs to the City of Goshen.
 - (B) The bidder agrees that if the bidder should execute a contract with the City of Goshen, the successful bidder shall make no claim against City because of estimates or statements made by any City officer or agent which may prove to be in any respect incorrect. The failure or omission of any bidder to receive or examine any form, instrument, addendum, or other document shall in no way relieve the successful bidder of any obligations with respect to its proposal submitted or contract executed.
4. **Clarifications and Addenda.**
 - (A) All requests for clarification to this solicitation must be received at least seven (7) calendar days before the proposal opening date to allow for the issuance of any addenda determined by City to be necessary. Inquiries about a section should reference the applicable section, paragraph, and/or page number. Requests shall be made in writing and directed to:

City of Goshen Legal Department
204 East Jefferson Street, Suite 2
Goshen, IN 46528

Email: Legal@goshencity.com (Please state "BID CLARIFICATION" in the subject line.)

- (B) Interpretations or clarifications determined necessary by City in response to such requests will be issued by addenda. Only a request for clarification answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
 - (C) Addenda issued will be posted on the City of Goshen's website under Bidding Opportunities at <https://goshenindiana.org/bidding-opportunities>. City will also fax and/or email any addenda issued to all parties recorded by City as having received the Specifications and Contract Documents. City, however, has no record of the entities obtaining Specifications and Contract Documents from the City's website or any other source.
 - (D) It shall be the responsibility of the bidder to check the City of Goshen's website under Bidding Opportunities for the Project (see paragraph (C)) for any addenda issued to confirm that the bidder has received all addenda. Each bidder will ascertain prior to submitting a proposal that the bidder has received all addenda issued, and acknowledge the receipt of all addenda on the Contractor's Proposal form.
5. **Project Specifications.** The work and/or methods described in the project specifications of these Specifications and Contract Documents establish a standard or required function, dimension, appearance and quality to be met. Any proposed substitution shall also meet the standard or required function, dimension, appearance and quality.
6. **Exceptions.** A bidder shall clearly detail in writing with their proposal any deviation from or exception taken to the stated Specifications and Contract Documents, including the reason for the exception(s). In the absence of any stated exception, the bidder's proposal will be accepted as in strict compliance with the requirements, terms and conditions of the Specifications and Contract Documents.
7. **Qualifications.**
- (A) A bidder submitting a proposal for this Project shall be limited to a person or other legal entity actively engaged in the type of work comparable to what is described in these Specifications and Contract Documents.
 - (B) A bidder must demonstrate their qualifications and suitability to carry out the terms of the contract, and must have in their possession or available to them by formal agreement all labor, equipment, supplies and operational facilities which are necessary to perform the Project as described in the Specifications and Contract Documents. City reserves the right to request additional proof of these qualifications, and reserves the right to reject any proposal where an investigation of the evidence or information submitted by a bidder does not satisfy City that the bidder is qualified to properly carry out and complete the Project as required by the Specifications and Contract Documents.
 - (C) A bidder shall submit a statement of experience, a proposed plan or plans for performing the work under the contract, and the equipment that the bidder has available for the performance of the work. A bidder shall complete the Indiana State Board of Accounts Form No. 96. For the purposes of this proposal, the terms "public works project" and "construction" on Form No. 96 shall be interpreted to mean the Project described in the Specifications and Contract Documents. A bidder is NOT required to submit a financial statement with its proposal.
8. **Trusts.** In accordance with Indiana Code § 5-22-3-5, a proposal submitted by a trust (as defined by Indiana Code § 30-4-1-1(a)) must identify each beneficiary of the trust and each settlor empowered to revoke or modify the trust.
9. **Business Certification.**

- (A) The bidder must complete and submit with their proposal the Business Certification section to identify the form of business organization the bidder is operating under.
 - (B) A limited partnership, limited liability partnership, limited liability company, and corporation is required to be registered with the Indiana Secretary of State to do business in the state of Indiana and with the City of Goshen in order to be considered responsible. If the business entity is not currently registered with the Indiana Secretary of State, the business entity must agree to become registered as a contingency of being awarded a contract. Failure to register with the Indiana Secretary of State within a reasonable period of time may result in a determination that the business entity is non-responsible and a contract awarded may be canceled. This requirement DOES NOT apply to a sole proprietorship or general partnership.
10. **Contracting with Relatives of Elected Officials.** In accordance with Indiana Code § 36-1-21, the bidder must complete and submit with their proposal the Nepotism Disclosure to disclose if the bidder is a relative of a City of Goshen elected official or is a business entity that is wholly or partially owned by a relative of a City of Goshen elected official.
11. **Investment Activities in Iran.** In accordance with Indiana Code § 5-22-16.5, by submitting a proposal, the bidder must complete and submit with their proposal the Investment Activities in Iran certification to certify if the bidder engages in investment activities in Iran as defined by Indiana Code § 5-22-16.5-8. Providing false certification may result in the consequences listed in Indiana Code § 5-22-16.5-14, including considering the bidder as non-responsible, termination of the contract if awarded, as well as bringing civil action against the Contractor.
12. **Basis of Proposals; Prices.**
- (A) A bidder's proposal for the Project shall be based on a LUMP SUM PRICE for all work performed.
 - (B) The price shall cover and include all costs necessary to provide for all supervision, labor, materials, equipment, services, permits and other components necessary for the successful completion of the Project in accordance with these Specifications and Contract Documents, including any incidentals whether or not specifically called for in these documents.
 - (C) Proposals may be held for a period not-to-exceed sixty (60) days from the date of the proposal opening for the purpose of reviewing the proposals received prior to awarding the bid and contract.
 - (D) The City of Goshen is exempt from federal excise and state sales taxes. Prices shall not include any tax for which the City is exempt.
13. **Bid Security.** No bid security is required to be submitted for this solicitation.
14. **Non-Collusion Affidavit.**
- (A) The bidder shall submit with their proposal a signed non-collusion affidavit in which the bidder affirms, under the penalties for perjury, the following:
 - (1) The bidder has not entered into a combination or agreement relative to the price to be bid by a person; to prevent a person from bidding; or to induce a person to refrain from bidding.
 - (2) The bidder's proposal is made without reference to any other proposal.
 - (B) Any proposal found to be collusive will be rejected. Should City discover that the successful bidder's affidavit is false, City shall declare the contract forfeited and award a new contract.
 - (C) The non-collusion affidavit is included on Form No. 96.

15. **Preparation and Submission of Proposals.**

- (A) A response to this solicitation is an offer to contract with the City of Goshen.
- (B) A bidder must complete and submit all pages/forms requesting information that are included with this solicitation. Proposals shall be typed or legibly printed in ink, and the Contractor's Proposal form must be signed by an authorized representative of the bidder. A proposal may be rejected if any required pages/forms or information requested are incomplete or omitted and/or if a Contractor's Proposal form contains any alterations or erasures that are not initialed by the person signing the proposal.
- (C) A Contractor's Proposal form must be signed by the person(s) legally authorized to bind the bidder to a contract.
- (D) The Contractor's Proposal form shall be located at the beginning (first page) of their bid submission.
- (E) A proposal shall be submitted in a sealed envelope. The envelope must be labeled with the following information:
 - (1) Bidder's name and address;
 - (2) Project title/name as set forth in the Notice to Bidders; and
 - (3) Date of the proposal opening as indicated in the Notice to Bidders.
- (F) If a proposal is sent through the mail or other delivery system, the sealed envelope should be enclosed in a separate envelope with the notation "PROPOSAL ENCLOSED" on the face of the outer envelope.
- (G) In order to protect the integrity of the sealed bidding process, failure to properly identify a proposal according to these instructions may result in disqualification of a proposal from consideration.
- (H) A proposal shall be filed with the Goshen Clerk-Treasurer's Office at 202 South Fifth Street, Goshen, IN 46528 by the date and time as indicated in the Notice to Bidders.
- (I) A proposal submitted orally, by telephone, fax or email will NOT be considered.
- (J) A bidder will assume full responsibility for the timely delivery of a proposal to the location specified. A proposal arriving after the specified date and time will NOT be considered.
- (K) All proposals submitted become the property of the City of Goshen and are a matter of public record.

16. **Withdrawal or Modification of Proposal.**

- (A) Any modifications made to a proposal before submission must be initialed in ink by the bidder's authorized representative.
- (B) Once a proposal is submitted to City, a bidder may, upon written request, modify or withdraw their proposal at any time prior to the proposal opening date and time. A request to modify or withdraw a proposal must be signed by the same person(s) who signed the original proposal submitted.
- (C) No proposal may be modified or withdrawn after the opening of the proposals.

17. **Alteration or Variation of Terms.** The terms and conditions of the award will be those listed in this solicitation and the resulting contract. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this solicitation or resulting contract shall be binding unless specifically agreed to in writing by City. Further, no oral understanding or agreement shall be binding unless specifically agreed to in writing by the City.

18. **Opening of Proposals.** The proposals received will be opened in public by the Goshen Board of Public Works and Safety at the time and place as set forth in the Notice to Bidders. The reading of the proposals received, however, does not determine the award of the contract.
19. **Evaluation of Proposals and Award.**
- (A) The City of Goshen reserves the right to accept or reject any and/or all proposals, delete any portions thereof, to waive any informalities or irregularities in any proposal received, and to award a contract, consistent with Indiana law, to the lowest responsible and responsive bidder.
- (B) If a contract is awarded, the contract will be awarded to the lowest responsible and responsive bidder whose evaluation by City indicates that the award will be in the best interests of the City of Goshen. In evaluating proposals, City may consider:
- (1) Whether the bidder has submitted a proposal that conforms in all material respects to the Specifications and Contract Documents.
 - (2) Whether the bidder has submitted a proposal that complies specifically with the Notice to Bidders and the Instructions.
 - (3) Whether the bidder has complied with all applicable statutes, ordinances, resolutions, or rules pertaining to the award of a public contract.
 - (4) The qualifications of the bidder, including the ability and capacity of the bidder to perform the work specified; the integrity, character, and reputation of the bidder; and the competency and experience of the bidder.
 - (5) The bidder's cost to perform the work.
- (C) The bidder to whom a contract is awarded will be required to execute a written contract within fourteen (14) days after being notified of the award.

The following sample Contract contains the terms and conditions that will be part of the Contract if a bidder's proposal is accepted by City. No agreement modifying these terms and conditions shall be binding unless made in writing and signed by both parties. The Contract will be finalized upon award of the bid and contract.

**CONTRACT FOR
304 W. OAKRIDGE AVENUE DEMOLITION PROJECT**

THIS CONTRACT FOR DEMOLITION PROJECT ("Contract") is entered into on _____, 20____, which is date of the last signature set forth on the signature page, by and between **Contractor Name** ("Contractor"), whose mailing address is _____, and **City of Goshen, Indiana** ("City"), a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety.

In consideration of the terms, conditions and mutual covenants contained in this Contract, the parties agree as follows:

1. **Component Parts of this Contract.**

- (A) This Contract shall include these terms and conditions, as well as the terms and conditions set forth in the following documents:
 - (1) City of Goshen, Indiana Specifications and Contract Documents for the 304 W. Oakridge Avenue Demolition Project.
 - (2) Contractor's Proposal as submitted to City, including all submittals and attachments prepared by Contractor.
 - (3) Notice to Proceed issued by City to Contractor.
 - (4) Amendments that may be subsequently executed by City and Contractor.
 - (5) Contractor's certificate of insurance.
- (B) The above documents are specifically incorporated into this Contract by reference.
- (C) Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order:
 - (1) This Contract, and any Amendments;
 - (2) The Specifications and Contract Documents; and
 - (3) Contractor's Proposal.

2. **Duties of Contractor.**

- (A) Contractor shall perform the demolition and removal of the unsafe building(s), including the proper removal and disposal of asbestos-containing materials; removal of any basements, foundations, drives and private sidewalks, proper disposal of all debris; sealing and restoration of the connection between the unsafe building and the garage located on the adjacent property at 306 W. Oakridge Avenue, ensuring that the garage remains structurally sound, weatherproof, and secure upon completion of the demolition of the unsafe building; and backfilling, grading, and seeding of the grounds at the Unsafe Premises. The work to be performed is hereinafter referred to as the "Project" and the location of the Project is hereinafter referred to as the "Site."

- (B) Contractor shall provide all supervision, labor, materials, equipment, services, permits and other components necessary for the successful completion of the Project in accordance with this Contract, including any incidentals whether or not specifically called for in these documents.

3. **Effective Date; Term.**

- (A) The Contract shall become effective on the day of execution and approval by the Goshen Board of Public Works and Safety and Contractor.
- (B) Contractor must begin the Project within fifteen (15) calendar days after City gives Contractor a written Notice to Proceed. Contractor shall carry out all work on the Project expeditiously with adequate work forces and shall complete the Project by **June 1, 2025**, or within **forty-five (45)** calendar days after City gives Contractor a written Notice to Proceed, whichever is later.
- (C) If Contractor does not complete the Project within the time period set forth in paragraph (B), City will incur damages. The parties acknowledge that it will be difficult or impossible to quantify, ascertain and prove the actual damages sustained by City in the event of and by reason of such delay. Therefore, the parties agree that, in the event that the Project is not completed within the time period set forth in paragraph (B), in lieu of actual damages, the City of Goshen shall be entitled to deduct from the amounts due to Contractor, or Contractor shall pay to the City of Goshen, the sum of One Hundred Dollars (\$100.00) per day as liquidated damages and not as a penalty for each calendar day the completion of the Project is delayed.

4. **Compensation; Payment.**

- (A) City shall pay Contractor for completion of the Project based on a lump sum price of _____ Dollars (\$_____).
- (B) City shall pay Contractor upon Contractor's satisfactory completion of the Project in accordance with the Specifications and Contract Documents, the final inspection and acceptance by City.
- (C) Contractor shall submit proof to City that Contractor has paid all subcontractors, material suppliers, laborers, and those furnishing services for the Project before payment is made.
- (D) Contractor shall submit to City a detailed invoice along with proof of payment for labor and materials furnished for the Project to the following address, or at such other address as City may designate in writing:

City of Goshen
c/o Goshen Legal Department
204 East Jefferson Street, Suite 2
Goshen, IN 46528

Email is also acceptable at Legal@goshencity.com

- (E) Provided there is no dispute on amounts due, including amounts due all subcontractors, material suppliers, laborers, and those furnishing services for the Project, payment will be made to Contractor within forty-five (45) days following City's receipt of the detailed invoice. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (F) Any payment made by City before or after final acceptance of the work shall not affect the obligation of Contractor to correct any work.

- (G) Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment to Contractor.
5. **Project Safety.** Contractor shall be responsible for initiating, maintaining, supervising and enforcing all safety precautions and programs in connection with the Project, and shall comply with any protective measures indicated in these Specifications and Contract Documents and as required by local, state and federal rules and regulations.
6. **Materials and Workmanship; Inspection.**
- (A) All materials and workmanship entering into the performance of this Contract shall be as specified in the project specifications of these Specifications and Contract Documents, be of the best grade and free of defects, and subject to the City's observation, inspection and testing.
- (B) City's representative shall be afforded complete and unhindered access to the Site for observation, inspecting and testing. Contractor shall provide proper and safe conditions for such access.
- (C) City shall have the right to reject materials and/or workmanship that do not conform to the project specifications in these Specifications and Contract Documents. Contractor agrees to remove and/or correct, at Contractor's expense, any defects, omissions or nonconformance after written notice from City.
- (D) In the event Contractor fails, refuses or neglects to correct any defects, omission or nonconformance, City may correct the same and Contractor agrees to pay on demand the cost and expense for making the correction.
7. **Warranty.**
- (A) Contractor shall warrant all materials and/or workmanship furnished under this Contract to be of the highest quality, free from faults and defects, and to conform to the requirements of the project specifications in these Specifications and Contract Documents. This warranty period shall be as specified in the project specifications, or if no warranty period is specified, the warranty period shall be a minimum of one (1) year after completion of the Project. This warranty shall survive any inspection, testing, acceptance, or payment by the City.
- (B) Under this guarantee, Contractor agrees to correct without delay and at Contractor's expense, the materials or workmanship which are defective or do not conform to the requirements of the project specifications in these Specifications and Contract Documents.
8. **Independent Contractor.**
- (A) Contractor shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and control of Contractor and shall not be considered employees, agents or subcontractors of City. City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of Contractor and/or Contractor's employees, agents or subcontractors.
- (B) Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors. Contractor is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. City will not withhold federal, state or local income taxes or any other payroll taxes.

9. **Non-Discrimination.** In accordance with Indiana Code § 22-9-1-10, Contractor shall not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to the employee or applicant's hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Contract.
10. **Employment Eligibility Verification.**
- (A) In accordance with Indiana Code § 22-5-1.7 et seq., Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Contractor is not required to participate in the E-Verify program should the program cease to exist. Contractor is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.
 - (B) Contractor shall not knowingly employ or contract with an unauthorized alien, and Contractor shall not retain an employee or continue to contract with a person that Contractor subsequently learns is an unauthorized alien. By execution of the Contract, Contractor affirms that Contractor does not knowingly employ an unauthorized alien.
 - (C) Contractor shall require their subcontractors, who perform work under this Contract, to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
 - (D) City may terminate the Contract if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.
11. **Indemnification.** Contractor shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties, injuries, or accidental deaths caused by any intentional, reckless, or negligent act or omission by Contractor or any of Contractor's agents, officers, and employees during the performance of this Contract. Such indemnity shall include reasonable attorney's fees and other expenses incurred by City, and shall not be limited by reason of insurance coverage required by this Contract.
12. **Insurance.**
- (A) Prior to commencing work, Contractor shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the Contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Contractor shall specifically include coverage for the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability.
 - (B) Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.
 - (C) Contractor shall at least include the following types of insurance with the following minimum limits of liability:
 - (1) Workers Compensation and Employer's Liability - Statutory Limits
 - (2) General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate

- (3) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
- (4) Excess Umbrella Coverage - \$1,000,000 each occurrence

13. **Force Majeure.**

- (A) Except for payment of sums due, neither party shall be liable to the other or deemed in default under this Contract if and to the extent that such party's performance under this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.
- (B) If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the Contract and the other party shall have no recourse.

14. **Default.**

- (A) If Contractor fails to perform the work or comply with the provisions of this Contract, then Contractor may be considered in default.
- (B) It shall be mutually agreed that if Contractor fails to perform the work or comply with the provisions of this Contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the Contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar work in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred
- (C) Contractor may also be considered in default by the City if any of the following occur:
 - (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this Contract.
 - (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the Contract.
 - (4) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
 - (5) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
 - (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the work described under these Specifications and Contractor Documents.
 - (7) The Contract or any right, monies or claims are assigned by Contractor without the consent of the City.

15. **Termination.**
- (A) The Contract may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all work performed and expenses reasonably incurred prior to notice of termination.
 - (B) City may terminate this Contract, in whole or in part, in the event of default by Contractor.
 - (C) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
16. **Subcontracting or Assignment of Contract.** Contractor shall not subcontract or assign any right or interest under the Contract, including the right to payment, without having prior written approval from City. Any attempt by Contractor to subcontract or assign any portion of the Contract shall not be construed to relieve Contractor from any responsibility to fulfill all contractual obligations.
17. **Amendments.** Any modification or amendment to the terms and conditions of the Contract, including a change order, shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the Contract shall be of no force and effect.
18. **Waiver of Rights.** No right conferred on either party under this Contract shall be deemed waived and no breach of this Contract excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.
19. **Applicable Laws.**
- (A) Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations and ordinances, and all contractual provisions required to be included in this Contract are incorporated by reference.
 - (B) Contractor agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the Project. Failure to do so may be deemed a material breach of Contract.
20. **Miscellaneous.**
- (A) Any provision of this Contract or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the Contract.
 - (B) In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.
 - (C) These documents shall be construed in accordance with and governed by the laws of the State of Indiana, and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
 - (D) In the event legal action is brought to enforce or interpret the terms and conditions of these documents, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.
21. **Severability.** In the event that any provision of the Contract is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision of the Contract shall not affect the validity or enforceability of any other provision of the Contract.
22. **Notice.** Any notice required or desired to be given under this Contract shall be deemed sufficient if it is made in writing and delivered personally or sent by regular first-class mail to the parties at the following addresses, or at such other place as either party may designate in writing from time to time.

Notice will be considered given three (3) days after the notice is deposited in the US mail or when received at the appropriate address. Either party may also email the notice to the other party in addition to delivering personally or sending by regular first-class mail.

City: City of Goshen, Indiana
Attention: Goshen Legal Department
204 East Jefferson St., Suite 2
Goshen, IN 46528
Email: Legal@goshencity.com

Contractor: Contractor Name

Email: _____

- 23. **Binding Effect.** All provisions, covenants, terms and conditions of this Contract apply to and bind the parties and their legal heirs, representatives, successors and assigns.
- 24. **Authority to Execute.** The undersigned affirm that all steps have been taken to authorize execution of this Contract, and upon the undersigned's execution, bind their respective organizations to the terms of the Contract.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates as set forth below.

City of Goshen, Indiana
Goshen Board of Public Works and Safety

Contractor Name

Gina M. Leichty, Mayor

Printed: _____

Date: _____

Title: _____

Date: _____

PROJECT SPECIFICATIONS

1. **Scope of Demolition Project.**
 - (A) The work to be performed includes the complete demolition and removal of the unsafe building(s), including the proper removal and disposal of asbestos-containing materials; removal of any basements, foundations, drives and private sidewalks, proper disposal of all debris; sealing and restoration of the connection between the unsafe building and the garage located on the adjacent property at 306 W. Oakridge Avenue, ensuring that the garage remains structurally sound, weatherproof, and secure upon completion of the demolition of the unsafe building; and backfilling, grading, and seeding of the grounds at the Unsafe Premises. The work to be performed is hereinafter referred to as the "Project," and the location of the Project is hereinafter referred to as the "Site." A map of the Site with photos of the unsafe building(s) to be demolished and removed are attached in **Exhibit A**.
 - (B) An Order of the City of Goshen Building Commissioner, dated November 27, 2023, has been issued for the demolition of the unsafe building(s) at the Site. After a review hearing, a Record of Action and Continuous Enforcement Order, dated February 22, 2024, was issued by the City of Goshen Board of Public Works and Safety, the Unsafe Building Hearing Authority, affirming the demolition of the unsafe building.
 - (C) Contractor must begin the Project within fifteen (15) calendar days after City gives Contractor a written Notice to Proceed. Contractor shall carry out all work on the Project expeditiously with adequate work forces and shall complete the Project by **June 1, 2025**, or within **forty-five (45)** calendar days after City gives Contractor a written Notice to Proceed, whichever is later.
2. **All Work Included.** Contractor shall provide all supervision, labor, materials, equipment, services, permits and other components necessary for the successful completion of the Project in accordance with the Specifications and Contract Documents, including any incidentals whether or not specifically called for in these documents.
3. **Work Days and Hours.** Contractor shall perform the work on Monday through Saturday during daylight hours between 7:00 a.m. and 7:00 p.m. (local time). Contractor shall not perform the work on Sunday or a holiday (i.e., Memorial Day, Independence Day, Labor Day, etc.).
4. **Notifications.** Prior to beginning the Project, Contractor shall notify neighboring properties of any parking restrictions or street/alley closings that may affect access to their properties.
5. **Permits.**
 - (A) Prior to beginning the Project, Contractor shall obtain all necessary permits, licenses or notifications required to complete the Project and comply with all building codes, Indiana Department of Environmental Management requirements, and any and all other applicable local, state, and federal laws. This shall specifically include obtaining a demolition permit from the Goshen Building Department.
 - (B) Contractor shall assume and pay any applicable fees for such permits.
 - (C) City will provide Contractor with the Demolition Pre-Permit Form for Water & Sewer Termination.
 - (D) City will provide Contractor with the Erosion and Sediment Control Permit (Rule 5 Permit), if required for the Project.

6. **Public Convenience, Accessibility and Traffic Control.**

- (A) During the progress of the Project, Contractor shall not obstruct the streets, alleys or sidewalks adjacent to the Site or in the vicinity thereof more than absolutely necessary, and the same shall be kept clean from demolition materials and other debris.
- (B) Contractor shall ensure that all fire hydrants, valves, or manholes at or adjacent to the Site remain accessible.
- (C) Contractor shall be responsible for the maintenance of and orderly flow of traffic. Any flagmen, signs and barricades needed for the Project shall be furnished by Contractor. Contractor shall perform traffic control for this Project in accordance with the Indiana Manual on Uniform Traffic Control Devices for streets and highways.
- (D) No street, alley or sidewalk shall be closed to the public except with the PRIOR approval from the Goshen Board of Public Works and Safety. As a general rule, a request for closure(s) must be submitted to the Goshen Clerk-Treasurer's Office by 10:00 a.m. on Tuesday for the Board's consideration on the subsequent Thursday at 4:00 p.m.

7. **Project and Job Site Safety.**

- (A) Contractor shall be responsible for initiating, maintaining, supervising and enforcing all safety precautions and programs in connection with the performance of the Project. Contractor shall comply with any protective measures indicated in these Specifications and Contract Documents and as required by local, state and federal rules and regulations. The adequacy of all protective measures shall be the responsibility of Contractor as to methods, strength and stability.
- (B) Contractor shall provide, erect and maintain barricades, guardrails, scaffolding, fencing, signage and other reasonable safeguards for safety and protection as required for the Project and in accordance with local, state and federal regulations.

8. **Utility Locates and Shutoffs.**

- (A) Contractor shall determine the locations and extent of all utilities and appurtenances that could be encountered at the Site, including, but not limited to natural gas, propane, fuel oil, electric, telephone, cable, city water and city sewer.
- (B) Contractor shall notify Indiana's Utility Location Service at 811 or (800) 382-5544 a minimum of three (3) working days, but not more than twenty (20) days, prior to commencing the Project for all public utility locates. Contractor shall also notify utility owners who may not be part of Indiana's Utility Location Service alert system.
- (C) Contractor shall confirm that all utilities to the building(s) being demolished have been properly shut-off, disconnected and plugged prior to beginning demolition.
- (D) City shall contact Goshen Water & Sewer Utilities to request termination of the water and sewer services. The Water & Sewer Department will plug the lines with concrete or other approved method and terminate the lines within five feet (5') of the property line.
- (E) City will notify NIPSCO to retire service at the Site.
- (F) All active utility mains traversing the Site shall be preserved. Contractor shall be responsible for any expense resulting from damage caused to utilities that are not to be removed as part of this Project.
- (G) If the odor of natural gas is detected at any time during the course of the demolition, Contractor shall immediately call 911 and NIPSCO at 1-800-634-3524. Contractor shall also immediately notify the residents of adjacent properties. Contractor shall advise the residents to evacuate their homes immediately if the odor of natural gas is present within.

9. **Dust Control.** Contractor shall conduct all Project activities using methods that minimize the generation of dust, including during non-working periods. Contractor shall spray all areas disturbed by the demolition operations (structures, debris, soils) with water to wet the surface if necessary.
10. **Erosion Control.**
- (A) Contractor shall take necessary measures to prevent the transport of sediment from the Site during the Project. Contractor shall promptly remove from the street, alley or sidewalk all dirt or other materials that have been deposited thereon by the performance of the Project.
 - (B) Contractor shall also protect all on-site catch basins, or public storm sewer inlets, located near the Site from possible contaminated runoff of soil and/or demolition materials.
 - (C) The current version of the Indiana Storm Water Quality Manual, as amended from time to time, should be referenced for acceptable measures to use.
11. **Waste Disposal.**
- (A) Contractor shall not allow waste materials to accumulate on the Site at any time. Contractor shall remove and properly dispose of all demolition waste and debris, including any hazardous waste, from the Site at a state permitted waste disposal facility, and shall assume and pay any applicable fees for such disposal. Such waste disposal shall occur as work progresses and on a daily basis, at minimum.
 - (B) Contractor shall not abandon or dispose of any waste materials or debris except in accordance with all applicable local, state and federal laws.
 - (C) The of burning or burying of waste materials is prohibited.
 - (D) Contractor is granted the right to salvage items from the Site.
12. **Inspections.** Contractor shall schedule at least two (2) inspections with the Goshen Building Department (574-534-1811) as to the demolition work. The first inspection shall be of the excavation or hole after the demolition and removal work, and the second inspection shall be after the final backfilling, grading and seeding of the Site. In addition, Contractor shall schedule all necessary inspections with the Goshen Building Department as it concerns the garage connection restoration, as herein specified.
13. **Demolition and Removal.**
- (A) The use of explosives on this Project shall NOT be permitted.
 - (B) Prior to starting demolition operations, Contractor shall ensure that all existing utilities are terminated.
 - (C) Contractor shall completely demolish and remove the unsafe building from the from the Site. See Exhibit A following these Project Specifications.
 - (D) Contractor shall completely remove all foundations, walls, floors, slabs and for the building(s). Contractor shall remove and properly dispose of all debris in excavated areas before the opening is backfilled.
 - (E) Contractor shall remove the water lines, sewer lines, and gas lines servicing the building(s) on the Site. The water lines and sewer lines shall be removed after City has severed the service at the property line.
 - (F) Contractor shall remove all steps, walks, drives, aprons, curbs, retaining walls, other miscellaneous improvements on the Site, unless otherwise noted. See Exhibit A following these Project Specifications. Contractor shall remove from the excavation area all concrete, masonry, stone or rock.

- (G) Contractor shall NOT remove the public sidewalk and curbing that run adjacent to the public street, if any, unless otherwise noted. Contractor shall take care to protect all public sidewalks, curbs, alleys, and streets. Any damage to such is the responsibility of Contractor to repair or replace.
- (H) Contractor shall remove all wood materials and interior contents of building(s), as well as miscellaneous debris that may exist on Site, including the removal of any trash, junk, and scrap from the Site.
- (I) Contractor shall remove all bushes, weeds or vegetation within the area surrounding the building(s) subject to demolition.
- (J) Contractor shall leave the Site clean and free of all waste materials and debris, rubbish, refuse, trash or any other foreign materials upon completion of the Project.
- (K) Upon completion of the demolition and removal phase of the Project, Contractor shall schedule inspection of the Site by contacting the Goshen Building Department (574-534-1811). Please provide at least 48 business hours' notice to schedule inspection.

14. **Garage Restoration.**

- (A) Contractor shall ensure that the demolition of the unsafe building located on the Site does not cause damage to the garage serving the adjacent property at 306 W. Oakridge Avenue, which is connected to the unsafe building.
- (B) Upon completion of the demolition of the unsafe building, Contractor shall restore and seal the exposed area of the garage serving 306 W. Oakridge Avenue to ensure the garage remains functional, secure, and weatherproof. This restoration work shall be code compliant shall include, but is not limited to, the following:
 - (1) Contractor shall seal the point of connection where the unsafe building was attached to the garage using appropriate weatherproof materials. The seal must prevent water intrusion, air leaks, and pest entry.
 - (2) Contractor shall inspect and reinforce any areas of the garage impacted by the demolition to ensure that it remains structurally sound. Reinforcements, if needed, shall be approved by the Goshen Building Department prior to installation.
 - (3) Contractor shall finish the exposed area of the garage with exterior materials (e.g., siding or masonry) that match or complement the existing garage structure, creating a visually consistent appearance.
 - (4) Contractor shall take precautions during demolition to protect the garage serving 306 W. Oakridge Avenue. This includes ensuring that no debris, vibrations, or demolition activities cause harm to the garage structure or its foundation.
- (C) Upon completion of the restoration and sealing work, Contractor shall schedule an inspection with the Goshen Building Department to ensure compliance with these specifications and other applicable codes and regulations.

15. **Backfilling, Grading and Seeding.**

- (A) The Site shall NOT be backfilled and/or graded without first being inspected by the City's Inspector.
- (B) Basements or depressions left by the demolition shall be backfilled with clean, non-organic fill material consisting of B-borrow or structure backfill and compacted. The fill material shall be free from large or frozen lumps, wood, or other extraneous matter, and shall consist of suitable sand, gravel, crushed stone, or other approved material.

- (C) Contractor shall NOT use concrete from walks, steps, curbs, or any other material of this nature for such backfilling.
- (D) Contractor shall stabilize the Site which shall include grading, adding topsoil where needed, seeding and mulching of the grounds. This shall specifically include covering the top four inches (4") of the excavated areas with clean topsoil and grading the Site to a smooth, uniform surface conforming to the existing elevations of non-disturbed areas, applying a grass seed mixture to the topsoil, covering with a temporary stabilization measure such as anchored mulch, hydromulch, or erosion control blankets, and watering thoroughly. The seed or soil beneath shall not be displaced.
- (E) Upon completion of the backfilling, grading and seeding of the Site, Contractor shall schedule final inspection of the Site by contacting the Goshen Building Department (574-534-1811). Please provide at least 48 business hours' notice to schedule inspection.

EXHIBIT A
304 W. OAKRIDGE AVENUE DEMOLITION PROJECT
SOLICITATION NO.: 2025-____

Complete removal of the unsafe building(s), including the proper removal and disposal of asbestos-containing materials; removal of any basements, foundations, drives and private sidewalks, proper disposal of all debris; sealing and restoration of the connection between the unsafe building and the garage located on the adjacent property at 306 W. Oakridge Avenue, ensuring that the garage remains structurally sound, weatherproof, and secure upon completion of the demolition of the unsafe building; and backfilling, grading, and seeding of the grounds at the Unsafe Premises (“Demolition Project”).



The unsafe building is located entirely on the identified parcel. This building is to be demolished. The garage, which is partially on the identified parcel and partially on the parcel adjacent to the West, is not to be demolished.



CONTRACTOR'S PROPOSAL
FOR
304 W. OAKRIDGE AVENUE DEMOLITION PROJECT

A Contractor responding to and submitting a bid to the City of Goshen for the above referenced Demolition Project shall complete this proposal form in its entirety. A proposal must be filed with the Goshen Clerk-Treasurer's Office at 202 South Fifth Street, Goshen, IN 46528 by the date and time as indicated in the Notice to Bidders. All proposals received will be publicly opened and read aloud by the Goshen Board of Public Works and Safety.

PART 1 – CONTRACTOR INFORMATION
--

Contractor Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Mailing Address (if different): _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____ Title: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

PART 2 – PROPOSED CONTRACT PRICE

Contractor proposes to furnish all supervision, labor, materials, equipment, services, permits and other components necessary for the successful completion of the Demolition Project in accordance with the Specifications and Contract Documents, including any incidentals, for the following lump sum price:

Contract Price \$ _____

PART 3 – ADDENDA

The Contractor will ascertain prior to submitting a proposal that Contractor has received all Addenda issued, and acknowledge the receipt of all Addenda.

The Contractor acknowledges receipt of the following Addenda for the Project:

Addenda Number _____ Dated _____

Addenda Number _____ Dated _____

Addenda Number _____ Dated _____

Addenda Number _____ Dated _____

_____ **NONE.** There were no Addenda issued for this Project.

PART 4 – EXCEPTIONS

Contractor shall indicate below whether the Contractor’s proposal contains any deviation from or exception taken to the stated Specifications and Contract Documents, including the reason for the exception(s).

Any equipment, goods, materials and/or methods that City, in its sole discretion, determines to be equal or better to that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended will be considered, provided the Contractor submits information that details how the equipment, goods, materials and/or methods offered will meet or exceed the minimum requirements of criteria and quality to that named in the Specifications and Contract Documents.

Contractor is cautioned that any exception taken and deemed by City to be a material variance and/or not meet or exceed the minimum requirements of criteria and quality to that named in the Specifications and Contract may result in the Contractor’s proposal being rejected as non-responsive. In the absence of any stated exception, the proposal will be accepted as in strict compliance with the requirements, terms and conditions of the Specifications and Contract Documents.

_____ **NO**, this proposal does not contain any deviation from or exception taken to the stated Specifications and Contract Documents, and this proposal shall be accepted as in strict compliance with all terms and conditions of the Specifications and Contract Documents.

_____ **YES**, this proposal does contain deviation from or exception taken to the stated Specifications and Contract Documents which is/are detailed more fully below (attach additional pages if needed):

PART 5 – BUSINESS CERTIFICATION

Contractor must complete this page to identify the form of business organization the Contractor is operating under.

A limited partnership, limited liability partnership, limited liability company, and corporation is required to be registered with the Indiana Secretary of State to do business in the state of Indiana and with the City of Goshen in order to be considered responsible. If the business entity is not currently registered with the Indiana Secretary of State, the business entity must agree to become registered as a contingency of being awarded a contract. Failure to register with the Indiana Secretary of State within a reasonable period of time may result in a determination that the business entity is non-responsible and a contract awarded may be cancelled. This requirement DOES NOT apply to a sole proprietorship or general partnership.

The Contractor is operating as a (check one):

_____ SOLE PROPRIETORSHIP

_____ GENERAL PARTNERSHIP

_____ LIMITED PARTNERSHIP

_____ LIMITED LIABILITY PARTNERSHIP

_____ LIMITED LIABILITY COMPANY

_____ CORPORATION

The Contractor, excluding a sole proprietorship or general partnership, is organized under the laws of the (complete one):

_____ State of _____ and is currently registered with the Indiana Secretary of State.

The Business ID number for the Contractor is _____.

_____ State of _____ but IS NOT currently registered with the Indiana Secretary of State. By submitting this proposal, the Contractor agrees to register with the Indiana Secretary of State as a contingency of being awarded a contract.

Information concerning registration with the Indiana Secretary of State may be obtained by contacting the Indiana Secretary of State, Business Services Division, 302 W. Washington Street, Room E018, Indianapolis, IN 46204; (317) 234-9768; or <https://inbiz.in.gov/BOS/Home/Index>.

PART 6 – NEPOTISM DISCLOSURE

For the purpose of complying with Indiana Code § 36-1-21, identify below whether:

_____ Contractor **IS NOT** a relative of a City of Goshen elected official.

_____ Contractor **IS** a relative of a City of Goshen elected official. This includes an individual who is a relative of a City of Goshen elected official or a business entity that is wholly or partially owned by a relative of a City of Goshen elected official. Please specify the relative(s) below:

Name of elected official: _____

Relationship to Contractor: _____

PART 7 – INVESTMENT ACTIVITIES IN IRAN

In accordance with Indiana Code § 5-22-16.5, et seq, by submitting this proposal and signing Part 9, Contractor certifies the following:

_____ Contractor **IS NOT** engaged in investment activities in Iran as further defined in Indiana Code § 5-22-16.5-8.

_____ Contractor **IS** engaged in investment activities in Iran as further defined in Indiana Code § 5-22-16.5-8.

[Continued next page.]

PART 8 – SIGNATURE

The undersigned certifies that Contractor has read and understands the instructions, terms, conditions and specifications of this solicitation. Contractor agrees to fulfill the requirements of any awarded contract at the prices proposed based on the terms and conditions of all Specifications and Contract Documents, including all Addenda.

By submitting this proposal, the Contractor agrees that the City may hold the Contractor’s Proposal for a period not-to-exceed forty-five (45) days from the date of the proposal opening for the purpose of reviewing the proposals received prior to awarding the bid and contract.

The undersigned authorized representative further certifies that he/she is duly authorized to submit this proposal and execute a contract on behalf of Contractor. Signature by the Contractor’s authorized representative constitutes execution of each any every Part of this Proposal.

SIGNATURE MUST BE NOTARIZED

Contractor’s Authorized Representative:

Signature: _____ Title: _____

Printed: _____ Date: _____

STATE OF _____)

) SS:

COUNTY OF _____)

Before me, the undersigned Notary Public in and for said County and State, personally appeared the above named _____, being known to me or whose identity has been authenticated by me, who affirmed that the statements in the foregoing Contractor’s Proposal are true and correct.

Witness my hand and Notarial Seal this _____ day of _____, 20_____.

Printed Name: _____

County of Residence: _____

My Commission Expires: _____

Commission Number: _____