



NOTICE OF BID OPPORTUNITY

Public Notice - Elkhart Truth - Publish **January 17th and January 24th, 2026.**

The Redevelopment Commission of the City of Elkhart, Indiana will receive sealed bids for the following project: *Park 131*

Project Summary: Construction of a pocket park at the corner of W Lexington Ave. and S Main St. in downtown Elkhart. Project includes placement of colored concrete, the installation of a container type kiosk, safety bollards, shade canopies, decorative lighting, and an electrical pedestal.

Bid packets may be obtained from the following sources:

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

Sealed bids shall be filed as:

Park 131

Attn. Sherry Weber, Development Services Office Administrator

City of Elkhart Permit Center

229 S 2nd St.

Elkhart, IN 46516

Bids will be accepted during the hours of 8:00 a.m. to 4:30 p.m. (ET) Monday-Friday and up until 4:00 p.m. (ET) on Tuesday, **February 10th, 2026** (the Deadline). All bids received by the Office Administrator prior to the Deadline will be reviewed at the meeting of the Redevelopment Commission scheduled to start at 4:00 p.m. (ET) on Tuesday, **February 10th, 2026**. Any bid received after the Deadline will be returned unopened. After review of submittals, the Commission will take action based on staff recommendation.

Bids must be submitted on the State of Indiana Contractor's Bid for Public Work – Form 96 (Rev. 2013). Form 96 may be attached to this bid notice or downloaded at:

<https://www.in.gov/sboa/about-us/electronic-forms/>

A certified check or bank draft drawn on a solvent bank in the State of Indiana, payable without condition to the City of Elkhart, or a satisfactory bid bond executed by bidder and surety company in an amount not less than five (5) percent of the bid, shall be submitted with each bid.

Any deviation from the bid documents must be explained in the submittal.

A bid, proposal, or quotation submitted by a trust must identify each beneficiary of the trust and each settler empowered to revoke or modify the trust.

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

City of Elkhart, Redevelopment Commission
Sandra Schreiber, President



PARK 131
CONTRACT

This Agreement is made and entered into this [REDACTED] day of [REDACTED], 2026, by and between **THE CITY OF ELKHART, INDIANA, DEPARTMENT OF REDEVELOPMENT, A MUNICIPAL CORPORATION** (“CITY”), and _____ (“CONTRACTOR”).

The CITY and the CONTRACTOR, mutually agree as follows:

Article 1. **WORK**

Contractor shall complete all Work as specified in the Contract Documents. The Work is generally described as follows:

Construction of a pocket park at the corner of W Lexington Ave. and S Main St. in downtown Elkhart. Project includes placement of colored concrete, the installation of a container type kiosk, safety bollards, shade canopies, decorative lighting, and an electrical pedestal.

Article 2. **CONTRACT PRICE \$ [REDACTED]**

Owner shall pay Contractor for performance of the work in accordance with payment requests submitted in a timely fashion.

Owner may withhold liquidated damages in accordance with Articles 4, 5 and 6 of this Contract.

Article 3. **CONTRACT DOCUMENTS**

This Contract includes the 2019 Standard Specifications for Construction for the City of Elkhart, Indiana, Public Works and Utilities Department and the following attached and incorporated documents:

1. Public Notice
2. This Contract
3. Certification Regarding Investments in Iran
4. Title VI Certification

5. Employment Verification Affidavit
6. Project Specifications & Plans
7. Special Notes & Requirements
8. Certified Bid Summary Form
9. Itemized Proposal
10. Bid form 96 (Revised 2013)
11. Performance Bond, Payment Bond, and Maintenance Bond by Contractor
12. Certificate of Liability Insurance by Contractor
13. Acknowledgement of any/all Addenda
14. Electronic Funds Transfer Documents

Article 4. CONSTRUCTION SCHEDULE

4.1 Each proposal shall be accompanied by a Construction Schedule detailing the time frame and order of work. Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if Contractor does not adhere to the Construction Schedule stated below. Failure to complete each activity within the allotted time constitutes a material breach of this Contract, and it is hereby agreed to by the parties that such a material breach may result in the actions stated in Paragraph 5.2 below. The schedule shall include, at a minimum, the activities required to perform the following:

- A. Mobilization Start Date
- B. Underground Work Start and Finish Dates
- C. Pavement Work
- D. Installation of Amenities
- E. Closeout Date

4.2 If applicable, the Contractor shall submit to the City for acceptance any proposed adjustments in the construction schedule that will not change the Contract Times. Such adjustments will conform generally to the construction schedule then in effect and shall comply with any applicable provisions of the General Requirements.

Article 5. CONTRACT TIME

5.1 The Contractor hereby agrees to complete the work **within 120 calendar days following the Notice to Proceed. The Notice to Proceed shall be issued no later than 30 days after the date of award, anticipated March 20, 2026. Completion shall include all restoration and punch list items.**

5.2 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the times specified above. It is agreed between the parties hereto that if the Contractor does not complete the work by the date specified, the City may:

- A. Withhold from such sums as may be payable to the Contractor under the terms of this Contract, an amount equal to **\$200.00 Dollars per day** for each day elapsing between the day so fixed for the completion of said Work and the date upon which said work was completed and accepted by the Redevelopment Commission. This penalty shall apply separately to the previously mentioned deadlines from Section 4.1 in this document.
- B. Re-let said work after giving the notice required by law. The Contractor shall, on demand, pay to the Owner the cost of re-letting and the difference between the cost of completing the project under the new contract, and the cost of completing the project under this Contract. This amount is in addition to any other liquidated damages assessed under any other Article or Paragraph of this Contract.

Article 6 OTHER LIQUIDATED DAMAGES

- 6.1 Owner and Contractor recognize that failure to maintain temporary soil erosion and sedimentation control devices is a breach of this Contract. The Contractor hereby agrees to correct deficient devices within two calendar days of being notified of the deficiencies by the Owner. It is agreed between the parties that if the Contractor does not address the deficiencies within the allotted time, the City may withhold from such sums as may be payable to the Contractor under the terms of this Contract, an amount equal to **two hundred dollars (\$200.00)** for each day elapsing after the two calendar days following notification and until the correction of the identified deficient devices.
- 6.2 Owner and Contractor recognize that construction activity causing a dry weather Combined Sewer Overflow (CSO) is a violation Federal and State policy, and the City of Elkhart's Consent Decree, the City may withhold from such sums as may be payable to the Contractor under the terms of this Contract an amount equal to **two thousand five hundred dollars (\$2,500.00) per dry weather CSO event** where the City deems that actions by the Contractor caused the dry weather CSO event.
- 6.3 Owner and Contractor recognize that construction activity during a wet weather event, which restricts typical wet weather flow, causing an isolated single Combined Sewer Overflow (CSO) in the City's system is a violation Federal and State policy, and the City of Elkhart's Consent Decree, the City may withhold from such sums as may be payable to the Contractor under the terms of this Contract an amount equal to **two thousand five hundred dollars (\$2,500.00) per wet weather CSO event** where the City deems that actions by the Contractor contributed to the isolated wet weather CSO event.

Article 7. MISCELLANEOUS

- 7.1 Contractor is a "Tier 1 contractor" as defined in I.C. 5-16-13. As a Tier 1 contractor, Contractor must perform 15% of the total price of the contract in any combination of: 1) work performed by the Contractor's employees; 2) materials supplied by the Contractor; and 3) services supplied directly by the Contractor's employees.

- 7.2 No assignment by a party of any rights or interests in the Contract Documents will be binding on another party without written consent; 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), and unless specifically stated in any written consent to an assignment; and no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 7.3 Contractor, its successors, assigns, and legal representatives shall perform and comply with all covenants, agreements, and obligations contained in the Contract Documents.
- 7.4 Owner shall comply with the covenants and agreements contained in the Contract Documents.
- 7.5 If, at any point in time during this Contract, Contractor is in violation of certain City Ordinances in the manner described at subsections 2A (1) through (5) of Elkhart City Ordinance No. 4101, such violation shall be a material breach of this Contract.
- 7.6 The Contractor shall not pay cash to any individual employed by the Contractor for work done by the individual on the Project.
- 7.7 Non-Discrimination: Pursuant to Indiana Code § 22-9-1-10, neither Elkhart nor any of its contractors or subcontractors shall discriminate against any employee or applicant for employment with respect to hire, tenure, or conditions or privileges of employment, or any matter directly or indirectly related to employment because of race, color, religion, sex, disability, nation origin, or ancestry.

Article 8. E-VERIFY REQUIREMENT

- 8.1 All terms defined in I.C. § 22-5-1.7 et seq. are adopted and incorporated into this section.
- 8.2 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 participating in the E-verify program; and (ii) it does not knowingly employ any unauthorized aliens. In support of the affidavit, Contractor shall provide the City with documentation that it is enrolled and 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.
- 8.3 Should Contractor subcontract for the performance of any work under this Agreement, the Contractor shall require any subcontractor to certify by affidavit that: (i) the subcontractor does not knowingly employ or contract with any unauthorized aliens; and (ii) the subcontractor is enrolled and 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 days of the effective date of the subcontract.

- 8.4 Before an individual who is required to be verified begins work on the Redevelopment Commission project, the E-Verify case verification number for that individual must be submitted to the Owner.
- 8.5 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.
- 8.6 The E-Verify requirements of this Agreement will not apply should the E-Verify program cease to exist.

Article 9. CERTIFICATION STATEMENT REGARDING INVESTMENTS IN IRAN

On behalf of Contractor, I certify that pursuant to Indiana Code 5-22-16.5 et seq., Contractor is not now engaged in investment activities in Iran. I understand that providing a false certification could result in the fines, penalties, and civil action listed in Indiana Code 5-22-16.5-14.

Signed: _____

Printed: _____



Title VI Notice

Title VI Policy

The City of Elkhart, Indiana (Elkhart) is committed to a policy of inclusiveness, fairness, and accessibility of its programs, activities and services to all persons in Elkhart. As provided by Title VI of the Civil Rights Act of 1964 and all related statutes, Elkhart assures that no person shall, on the on the grounds religion, race, color, national origin, sex, age, disability/handicap, sexual orientation, gender identity, limited English proficiency, or low income status, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any City of Elkhart program, activity or service. The City of Elkhart further assures every effort will be made to ensure non-discrimination in all of its programs, activities, and services, whether those program, activities and services are federally funded or not. In the event the City of Elkhart distributes Federal aid funds to another entity, the City of Elkhart will include Title VI language in all written agreements.

The Title VI Coordinator is:

Title VI Coordinator
City of Elkhart
229 S 2nd Street
Elkhart, Indiana 46516

Voice: (574) 294-5471
Fax: (574) 293-7658
TDD: (574) 389-0198
Email: titlevicoordinator@coei.org

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

Dated

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

By: _____
Contractor

ATTEST: _____
Witness

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

Printed: _____

REDEVELOPMENT COMMISSION
CITY OF ELKHART, INDIANA

By: _____
Sandra Schreiber, President

By: _____
Dina Harris, Secretary

EMPLOYMENT VERIFICATION AFFIDAVIT

I, _____, being first duly sworn, deposes and says that I am familiar with and have personal knowledge of the facts herein and, if called as a witness in this matter, could testify as follows:

1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.
2. I am now and at all times relevant herein have been employed by _____ (the "Employer") in the position of _____.
3. I am familiar with the employment policies, practices, and procedures of the Employer and have the authority to act on behalf of the Employer.
4. The Employer is enrolled and participates in the federal E-Verify program. Documentation of this enrollment and participation is attached as Exhibit "A" and incorporated herein.
5. The Employer does not knowingly employ any unauthorized aliens.
6. To the best of my information and belief, the Employer does not currently employ any unauthorized aliens.
7. FURTHER AFFIANT SAYETH NOT.

EXECUTED on the _____ day of _____, 20__.

Printed: _____

I certify under the penalties for perjury under the laws of the United States of America and the State of Indiana that the foregoing factual statements and representations are true and correct.

Printed: _____

PROJECT SPECIFICATIONS

The Contractor shall be responsible for referring to and adhering to the current version of the Standard Construction Specifications for the City of Elkhart (Specs) and all relevant building codes that may be applicable to this project. The Specs can be found and downloaded at www.elkhartindiana.org/publicworks or a printed copy may be purchased from Public Works.

Items listed in the Project Specification without a specific payment designation shall be considered incidental to the project and the costs shall be merged into applicable pay items included in the project. Quantity estimates below shall be a maximum authorized amount, not to exceed without written approval by the City. The following pay items are applicable to this project:

MOBILIZATION AND DEMOBLIZATION

Prevailing Elkhart Standard Specifications, Division B: 1.1

Basis of Payment

- 1.) 1 LSUM Mobilization and Demobilization, Max 10%

MAINTENANCE OF TRAFFIC

Prevailing Elkhart Standard Specifications, Division B: 1.3

S Main St. and Lexington Ave. shall remain open at all times.

Basis of Payment

- 2.) 1 LSUM Maintenance of Traffic

PAVEMENT REMOVAL

Prevailing Elkhart Standard Specifications, Division B: 3.3

Pavement removal is not anticipated and will only be deemed necessary after city approval.

Basis of Payment

- 3.) 50 LFT Pavement Removal

CONCRETE SURFACE

Prevailing Elkhart Standard Specifications, Division B: 6.4

Integrated pigment. Color TBD.

Basis of Payment

- 4.) 1700 SFT Concrete, 4"

PROVIDE AND INSTALL ONE 8' X 10' PREFABRICATED RETAIL/STORAGE KIOSK

Prevailing Applicable Building Codes

Basis of design: 10' Custom Container Coffee Shop sold by M-W Containers. Electrical hookup required. Water and waste may be included as an alternate.

Basis of Payment

- 5.) 1 EA Kiosk

PROVIDE AND INSTALL TWO SURFACE MOUNTED 16' X 16' ANODIZED ALUMINUM PERGOLA-STYLE SHADE STRUCTURES

Prevailing Building Codes or established best practices and manufacturers guidelines
Basis of Design: Stratus Aluminum Pergola sold by Structureworks.

Basis of Payment

6.) 2 EA Aluminum Pergola

PROVIDE AND INSTALL ELECTRICAL METER AND PANEL

Prevailing Elkhart Standard Specifications, Division B: 8.4

A wooden H-frame (minimum) desired. Alternate: Tesco cabinet.

Basis of Payment

7.) 1 EA Electric Meter & Panel

BOLLARDS

Prevailing Building Code or established best practices and manufacturers guidelines

Bollards to be bright yellow in color.

Basis of Payment

8.) 3 EA Bollards

LIGHTING

Prevailing Elkhart Standard Specifications, Division B: 8.4

Basis of Design: Hydrel Wander1, PM1

Basis of Payment

9.) 8 EA Pedestal Lighting

10.) 150 LFT Conduit

11.) 2 EA Handhole

ITEMIZED PROPOSAL
PARK 131

Item	Description	Estimated Quantity	Units	Unit Price	Subtotal
1	Mobilization and Demobilization, Max 10%	1	LSUM		
2	Maintenance of Traffic	1	LSUM		
3	Pavement Removal	50	LF		
4	Concrete, 4"	1700	SF		
5	Kiosk	1	EA		
6	Aluminum Pergola	2	EA		
7	Electric Meter & Panel	1	EA		
8	Bollards	3	EA		
9	Pedestal Lighting	8	EA		
10	Conduit	150	LFT		
11	Handhole	2	EA		
	TOTAL				
ALTERNATES					
1A	Water and Waste for Kiosk	1	LSUM		
2A	Tesco Meter & Panel	1	LSUM		
	TOTAL ALTERNATES				
	GRAND TOTAL				

SPECIAL NOTES & REQUIREMENTS

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

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

2. Pre-Construction Meeting

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

3. Permits

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

4. Bidder's Questions

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

Questions may be submitted by email to Jacob Wolgamood jacob.wolgamood@coei.org, or mailed to:

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

CERTIFIED BID SUMMARY FORM

PARK 131

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

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

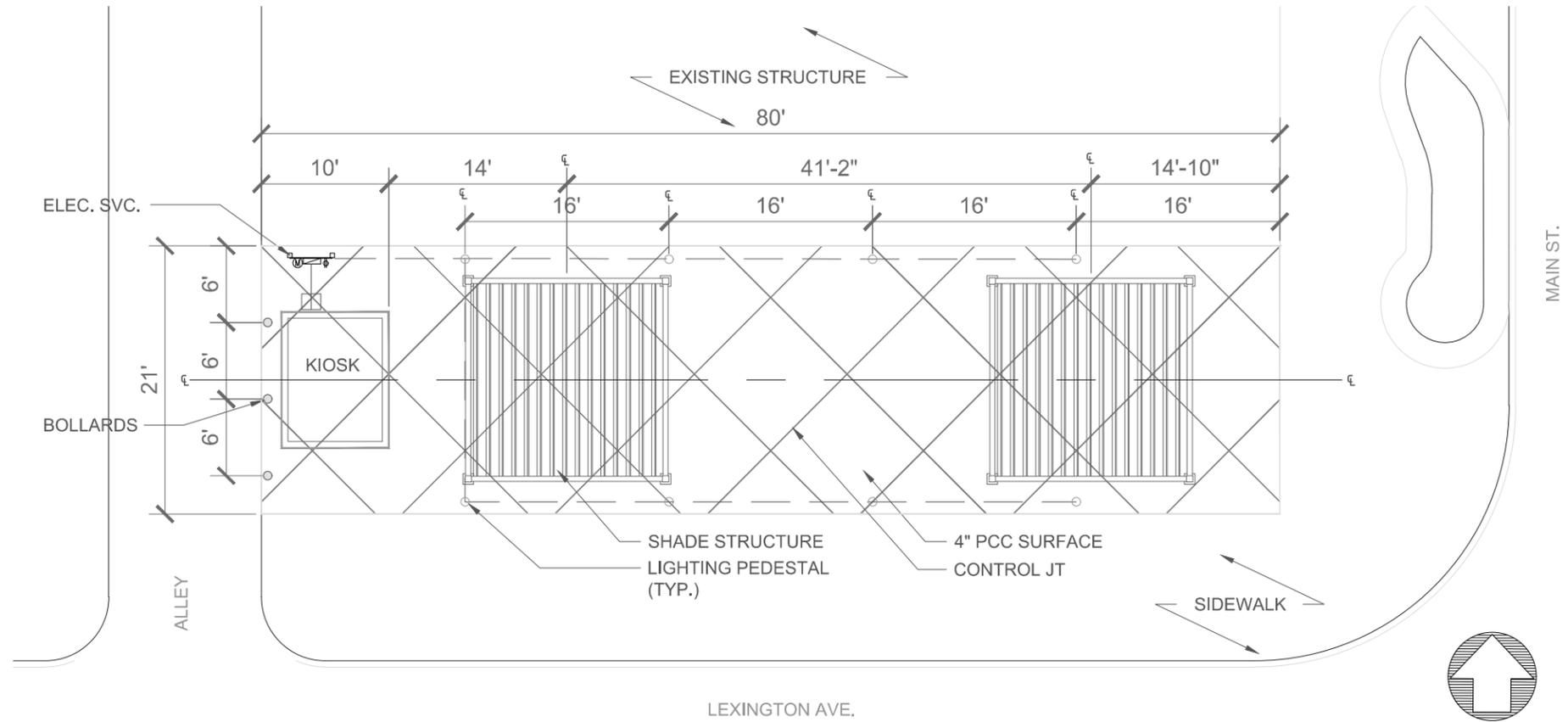
Base Bid \$ _____

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

Signature: _____ Date: _____

Name: _____ Title: _____

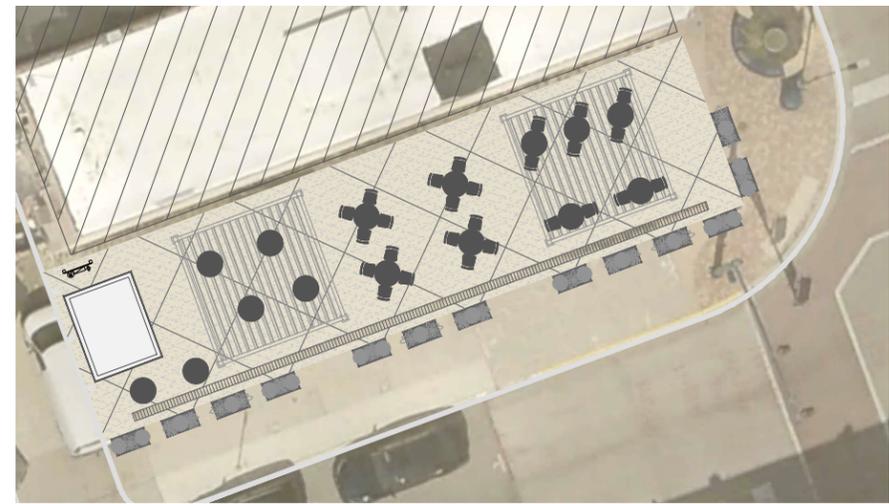
Contractor's Name and Address: _____



PLAN
SCALE: NTS

NOTES:

- FIELD VERIFY ALL DIMENSIONS
- PLAN FOR ILLUSTRATIVE PURPOSES ONLY
- CONSULT JOB SPECIFICATIONS FOR ADDITIONAL DETAILS



CONCEPTUAL PLAN

REVISIONS:
REVISION#
REVISION#
REVISION#

LOCATIONS SHOWN FOR EXISTING UTILITIES SHALL BE VERIFIED BY ALL CONTRACTORS. CONTRACTORS SHALL VERIFY ALL DIMENSIONS OF ALL EXISTING UTILITIES. CONTRACTORS SHALL VERIFY ALL DIMENSIONS OF ALL EXISTING UTILITIES. CONTRACTORS SHALL VERIFY ALL DIMENSIONS OF ALL EXISTING UTILITIES. CONTRACTORS SHALL VERIFY ALL DIMENSIONS OF ALL EXISTING UTILITIES.

PROJECT: COMMUNITY & REDEVELOPMENT
201 S 2ND ST.
Elkhart, IN 46516
PH. (574) 522-4855



I HEREBY CERTIFY THAT I HAVE CHECKED THESE PLANS AND SPECIFICATIONS AND I HEREBY APPROVE AS DESIGNER

DRAWN BY: JEW
DESIGNED BY: JEW
DATE: 1/16/26
DRAWING NO:
SHEET NO: 1 OF 1

PARK 131
PLAN & DETAILS