



PLANNING & BUILDING

Notice is hereby given that the City of Garrett, Indiana, by and through its Board of Public Works & Safety, will receive sealed proposals for the **2026 50/50 Sidewalk/Curb Replacement Program**.

1. SCOPE OF WORK The project consists of the removal and disposal of existing concrete and the installation of new sidewalks, curbs, aprons, and driveways at various residential and business locations throughout the City. Work must comply with technical specifications including 4,500 psi concrete, ADA-compliant ramps, and specific joint and sealing requirements.

2. SUBMISSION DEADLINE Sealed quotes must be submitted to **Madalyn Sade-Bartl, Planning Director**, at 130 S. Randolph Street, Room 24, Garrett, IN 46738. Quotes must be received on or before **March 23, 2026, at 4:00 P.M.** Quotes submitted via fax or email will not be considered.

3. OPENING OF QUOTES Quotes will be publicly opened and read aloud at **10:00 A.M. on Tuesday, March 24, 2026**, in the **City Council Chambers**. At that time, the Board of Public Works & Safety will take all quotes into advisement for review and compliance with specifications.

4. BID REQUIREMENTS All quotes must be submitted in an envelope marked "**City of Garrett 2026 50/50 Sidewalk Replacement Program**". Bidders must include:

- **Itemized Unit Price Quote:** Submitted on the city-provided Quote Form.
- **Certificate of Insurance:** Minimum \$2,000,000 General Liability (Combined Single Limit), \$1,000,000 Auto Liability, and Statutory Workmen's Compensation. The City of Garrett must be named as an additional insured.
- **E-Verify Affidavit:** Pursuant to IC 22-5-1.7-11, verifying the work eligibility status of all newly hired employees.
- **Registration:** A current Registration Card from DeKalb County.

5. CONTRACT DOCUMENTS & AWARD Specifications and quote forms are available for pick-up at the City Planner's Office. The contractor shall furnish all labor, materials, tools, and equipment necessary to complete the work. The contract is anticipated to be awarded on or after the **April 7, 2026**, Board of Public Works & Safety meeting.

130 S. Randolph Street
Garrett, IN 46738
planning@garrettindiana.us



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6. RIGHT TO REJECT The City reserves the right to reject any and all quotes, to waive informalities in the quotation documents, and to award the contract to the most qualified contractor. Quotes may not be withdrawn for a period of 30 calendar days after the opening.

Madalyn Sade-Bartl Planning Director, City of Garrett



Board of Public Works & Safety

2026

50/50 SIDEWALK/CURB REPLACEMENT PROGRAM

Quote Form

DATE: _____

QUOTE FOR: **2026 - 50/50 SIDEWALK REPLACEMENT PROGRAM**
City of Garrett
130 S. Randolph Street
Garrett, IN 46738

(Name of company submitted quote)

(Address of company submitted quote)

(City, State, Zip Code)

(Contact Person, Telephone Number, Fax Number)

The undersigned, having carefully examined the Specifications of the Work for the 50/50 Sidewalk Replacement Program and other conditions affecting the Work, proposes to furnish in compliance with these documents, all work described within the Specifications for Sidewalk and Curb Construction for the sums following:

Per Sq. Ft. of Concrete removal/disposal	\$ _____
Per Sq. Ft. of New Curb-face Sidewalk installed	\$ _____
Per Sq. Ft. of New Sidewalk installed	\$ _____
Per Sq. Ft. of New Driveway/Apron	\$ _____
Lineal Ft. of New Roll Curb installed	\$ _____
Lineal Ft. of New Chair-back Curb installed	\$ _____
ADA Corner per Ramp (Labor & Material)	\$ _____

ACKNOWLEDGEMENTS

In submitting this Quote, I/we understand that the right is reserved by the Owner (City) to accept or reject any and or quotes and that this quote may not be withdrawn for a period of 30 calendar days after the Quote date.

PRINTED NAME

SIGNATURE

DATE



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Madalyn Sade-Bartl Planning Director, City of Garrett



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Attachment A **Specifications of Sidewalk Construction**

1. General Removal and Site Preparation

- Existing Materials: Where an existing concrete sidewalk is to be reconstructed, all disintegrated concrete, brick, stone, or other materials shall be completely removed and replaced with new concrete sidewalk.
- Saw Cutting: The removal of concrete sidewalk shall be to uniform lines. The sidewalk to be removed shall be cut in a straight line with an approved power-driven concrete saw to ensure the portion of sidewalk to remain in place is not damaged.
- Excavation and Foundation: Excavation shall be backfilled with #53, #73, and sand made to the required depth and width to permit form installation. The foundation shall be shaped and compacted to a firm, even surface. All soft and yielding materials shall be removed and replaced with acceptable material.

2. Forms and Placement

- Formwork: Forms shall be of wood, metal, or other approved material and shall extend to the full depth of the concrete. Forms shall be straight, free from warp, and of sufficient strength to resist the pressure of concrete. Bracing and staking must maintain horizontal and vertical alignment until removal.
- Joint Pattern: The new sidewalk shall have a joint pattern similar to the surrounding sidewalk.
- Expansion Joints: Preformed joint filler shall be placed around all appurtenances (manholes, utility poles, etc.) and between the sidewalk and any fixed structure (buildings or bridges). Filler shall extend to the full depth of the sidewalk and be flush with the surface.

3. Dimensions and Slopes

- Thickness: Sidewalks shall be constructed to a minimum depth of 4 inches. When a sidewalk extends through a driveway or alleyway, concrete must be 6 inches thick to accommodate load-bearing vehicles.
- Width: The sidewalk shall match the width of the adjoining walk, but in no case shall the continuous clear width be less than 48 inches (excluding the curb).
- Passing Spaces: For sidewalks with a clear width of less than 60 inches, passing spaces measuring at least 60 inches by 60 inches shall be provided at intervals not to exceed 200 feet.



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- Cross Slope: To ensure drainage and accessibility, the cross slope shall be designed at 1.5% and shall not exceed 2.0% (1:50) toward the street side.
- Finish: All exposed edges shall be finished with a 1/4-inch radius. All surfaces are to be coarse broomed for slip resistance.

4. ADA Curb Ramps and Intersections

- Requirement: ADA-compliant curb ramps are required at all intersection crossings.
- Running Slope: The curb ramp running slope shall not exceed 12:1 (8.3%). In alteration projects where 12:1 is technically infeasible, a 10:1 (10%) slope may be utilized for a maximum rise of 6 inches.
- Top Landings: A level landing measuring at least 48 inches by 48 inches shall be provided at the top of every curb ramp. The slope of the landing in any direction shall not exceed 2.0%.
- Detectable Warnings: All curb ramps shall include Detectable Warning Surfaces (truncated domes). Domes must contrast visually with the adjacent walkway (e.g., Federal Yellow), extend the full width of the ramp, and be 24 inches deep in the direction of travel.
- Flush Transitions: The bottom edge of curb ramps and the top of the curb shall be perfectly flush with the edge of the adjacent pavement or gutter line.

5. Final Restoration

- Site Clean-up: After forms are removed, dirt shall be leveled to match the new grade.
- Restoration: Grass seed shall be planted along the new walkway to restore the parkway/verge.

INDIANA LEGAL EMPLOYMENT DECLARATION

The State of Indiana has enacted a law (I.C. 22-5-1.7) requiring all state agencies and political subdivisions request verification from their contractors that their employees are legally eligible to work in the United States. This Declaration serves as notice that all Contractors doing business with the City of Garrett must, as a term of their contract:

1. Enroll in and verify the work eligibility status of newly hired employees of the contractor through the E-Verify programs (but is not required to do this if the E-Verify program no longer exists); and
2. Verify, by signature below, that the Contractor does not knowingly employ unauthorized aliens.

I, _____, a duly authorized agent of _____ declare under penalties of perjury that _____ does not employ unauthorized aliens to the best of its knowledge and belief.

By: _____
Authorized Representative

Subscribed and sworn to before me on this ____ day of _____, 201__.

(Notary Public, Signature)

(Notary Public, Print Name)

Resident of _____ County, _____
My Commission Expires: _____

PLEASE SEE <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES> FOR INSTRUCTIONS AND ELECTRONIC REGISTRATION FOR E-VERIFY

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is by and between the City of Garrett, 130 South Randolph Street, Garrett, IN 46738 (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE ONE

Work

- 1.0 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows: 50/50 Sidewalk/Curb Replacement Program 2026.
- 1.1 All applicable Indiana laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full. To the extent the Contract differs from Indiana laws, the Indiana law will control.

ARTICLE TWO

Engineer

- 2.0 The Project has been designed by the OWNER with previous assistance of an Engineer. However, the Project does not currently need nor has the OWNER employed an Engineer. The City Planner is the OWNER's representative and all questions, concerns and communications should be directed to Madalyn Sade-Bartl, City Planner, of 130 South Randolph Street, Garrett, IN 46738, phone (260) 357-4154, e-mail is planning@garrettindiana.us.

ARTICLE THREE

Contract Time

- 3.0 The various Sidewalks/Curb projects will be done on a schedule to be determined. That schedule depends upon request from property owners to participate in the 50/50 Sidewalk/Curb Replacement Program and the availability of funds of the OWNER. For those projects that are undertaken, CONTRACTOR agrees to complete the work within an reasonable period time. OWNER and CONTRACTOR shall discuss what an reasonable period of completion for each project.

ARTICLE FOUR

Contract Price

- 4.0 OWNER shall pay CONTRACTOR for completion of the various projects in accordance

with the Quote Form submitted by the CONTRACTOR dated March 29, 2024. Said Quote Form is attached hereto and incorporated herein. For each project, OWNER and CONTRACTOR shall determine the total price in advance of the CONTRACTOR starting a particular project.

ARTICLE FIVE
Payment Procedures

- 5.0 CONTRACTOR shall submit an application for payment at the completion of the Project. A final inspection will be done by the OWNER. Upon OWNER's acceptance of the work, the application for payment shall be paid in full or as otherwise recommended by the City Planner.

ARTICLE SIX
Performance Bond

- 6.0 The Parties acknowledge that no performance bond was required for this Project. Accordingly, CONTRACTOR agrees to guarantee all work, labor and materials performed and provided by CONTRACTOR for a period of one (1) year from the date of completion.

ARTICLE SEVEN
Contractor's Representations

- 7.0 In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:
- 7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 7.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions, if any.
- 7.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all examinations, investigations, explorations, tests, reports and studies as performed by or on behalf of the City and made available to CONTRACTOR, which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.
- 7.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to

the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

- 7.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 7.6 CONTRACTOR has given the OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and all such conflicts, errors or discrepancies have been resolved to the satisfaction of the CONTRACTOR before construction begins.

ARTICLE EIGHT **Contract Documents**

- 8.0 The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:
 - 8.1 Specifications for Sidewalk and Curb Construction.
 - 8.2 Public Notice Invitation For Quotes For 2026 50/50 Sidewalk/Replacement Program.
 - 8.3 Agreement between OWNER and CONTRACTOR.
 - 8.4 Written Guaranty in lieu of Performance Bond.
 - 8.5 Certificates of Insurance.
 - 8.6 CONTRACTOR's Quote Form
 - 8.7 E-Verify Affidavit.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as agreed between the Parties. The documents listed in this Article 8 above are not attached to this Agreement but are to be maintained as a matter of record and reference in the office of the OWNER AND CONTRACTOR.

ARTICLE NINE **Changes in the Work**

- 9.0 Changes in the work shall be accomplished only by a written change order signed by both OWNER AND CONTRACTOR. Any and all change orders for extra work must be submitted to and approved by the OWNER's Board of Public Works and Safety prior to commencing any change for extra work. If the approval by the Board of Public Works and Safety is not obtained prior to the work, any claim for the value of that extra work or change will be denied. Notwithstanding the above, the City Planner shall have authority to approve change orders on a project site not exceeding \$ 250.00 per project. Any field change order

shall be documented.

ARTICLE TEN

Insurance

- 10.0 The CONTRACTOR shall be required to furnish a Certificate of Insurance showing that the CONTRACTOR has workman's compensation insurance as required by the laws of the State of Indiana and has property damage and public liability insurance with a combined single limit of not less than \$2,000,000.00. Said certificate should be furnished to the City of Garrett Office of the Clerk-Treasurer.

ARTICLE ELEVEN

Indemnification

- 11.0 The CONTRACTOR further covenants and agrees to indemnify and save the OWNER harmless against all suits and actions of every name and description brought against the OWNER for or on account of any injuries to real or personal property, or injuries received or death sustained by any person or persons, caused by said CONTRACTOR, his servants, agents, employees, subcontractors, or their employees, in the execution of the work, or by or in consequence of any negligence in guarding the same, or by or on account of any omission or act of the CONTRACTOR, his agent or employees. The CONTRACTOR further specifically covenants and agrees to abide by the Safety and Health Regulations for construction as are now, or may be, promulgated by the U.S. Department of Labor currently identified in Chapter XVII of Title 29, Code of Federal Regulations, Part 1926, and in agreeing to abide by said Safety and Health Regulations, the CONTRACTOR also covenants and agrees to indemnify and save the OWNER harmless against all suits and actions that may result from the Contractor's non-performance with the same.

ARTICLE TWELVE

Employment Eligibility Verification

- 12.1 Contractor shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. Contractor shall continue to participate in the E-Verify program unless the E-Verify program ceases to exist. If the Contractor is self-employed and does not employ any employees, the Contractor is not required to participate in the E-Verify program. The Contractor shall not knowingly employ or contract with an unauthorized alien and shall not retain an employee or continue to contract with a person that the Contractor subsequently learns is an unauthorized alien.
- 12.2 The Contractor shall require its subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled in and is participating in the E-Verify program. The Contractor agrees to maintain this certification during the duration of the term of a contract with a subcontractor.
- 12.3 The City may terminate this contract for a default of this provision if the Contractor fails to

cure a breach of this position within thirty (30) days of the date of notification to the Contractor by the City of an event of default.

ARTICLE THIRTEEN

Retainage

- 13.0 From each application for payment approved for payment by the OWNER, the OWNER shall withhold five percent (5%) each payment until the Work is substantially completed.
- 13.1 If upon substantial completion of the public work minor items remain uncompleted, the OWNER shall retain an amount as required by I.C. 36-1-12-14.
- 13.2 The OWNER and CONTRACTOR are required to enter into an escrow agreement with a bank or a savings and loan institution mutually agreed upon by the OWNER and CONTRACTOR. The escrow agent shall hold the escrowed principal and income until receipt of notice from the OWNER and CONTRACTOR specifying the part of the escrowed principal to be released from escrow and the person to whom that portion is to be released. After receipt of a notice, the escrow agent shall remit the designated part of the escrowed principal and the same proportion of the then escrowed income to the person specified in the notice. The escrow agent shall be compensated for the agent's services.

ARTICLE FOURTEEN

Common Construction Wage

- 14.0 The Parties acknowledge this is not a Common Construction Wage project.

ARTICLE FIFTEEN

Miscellaneous

- 15.0 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies 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 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.
- 15.1 The undersigned, the duly authorized representative of CONTRACTOR certifies under penalties of perjury that CONTRACTOR does not engage in investment activities in Iran as those are defined by IC 5-22-16.5.
- 15.2 OWNER AND CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. Counterparts each has been delivered to OWNER and CONTRACTOR.

This Agreement will be effective on the ____ day of _____, 2024.

CITY OF GARRETT, INDIANA

By: _____
Todd Fiandt, Mayor

By: _____

Dated: _____

Dated: _____

Address for Giving Notices:

City of Garrett
130 South Randolph Street
P.O. Box 332
Garrett, IN 46738