



Department of Engineering

July 25, 2023

Board of Public Works & Safety
10 South State Street
Greenfield, IN 46140

Dear Members,

Bids for the Community Crossings Matching Grant Project CCMG-2023-1 (round 2) were received on July 11, 2023. The list of streets to be completed with this project is on the next page, for reference. The bid results are shown below:

	Total Bid	% of EE
Engineer's Estimate	\$ 1,039,252.00	---
Dave O'Mara Contractor, Inc.	\$ 944,064.50	-9.16%
DC Construction Services	\$ 946,379.17	-8.94%
E&B Paving, LLC	\$ 948,294.00	-8.75%
Robertson Paving, Inc.	\$ 1,120,368.50	+7.81%
Smith Projects	\$ 1,382,283.91	+33.01%

In review of the bids, the apparent low bidder, Dave O'Mara Contractor, Inc., did not acknowledge receipt of addendum #1 on their bid submittal. I was able to confirm with the contractor that they did receive it and that there was no exception to the bid that was submitted. Section 7.1 of the instruction to bidders allows me to waive or allow a Bidder to correct errors or omissions in the bid documents submitted. I suggest that we waive this minor submittal error that doesn't change the result of the bids.

I would like to request approval of the attached construction agreement with Dave O'Mara Contractor, Inc. in the lump sum, not-to-exceed amount of \$944,064.50 for the Community Crossing Matching Grant 2023-1 project with a substantial completion date of November 17, 2023 and final completion date of December 18, 2023.

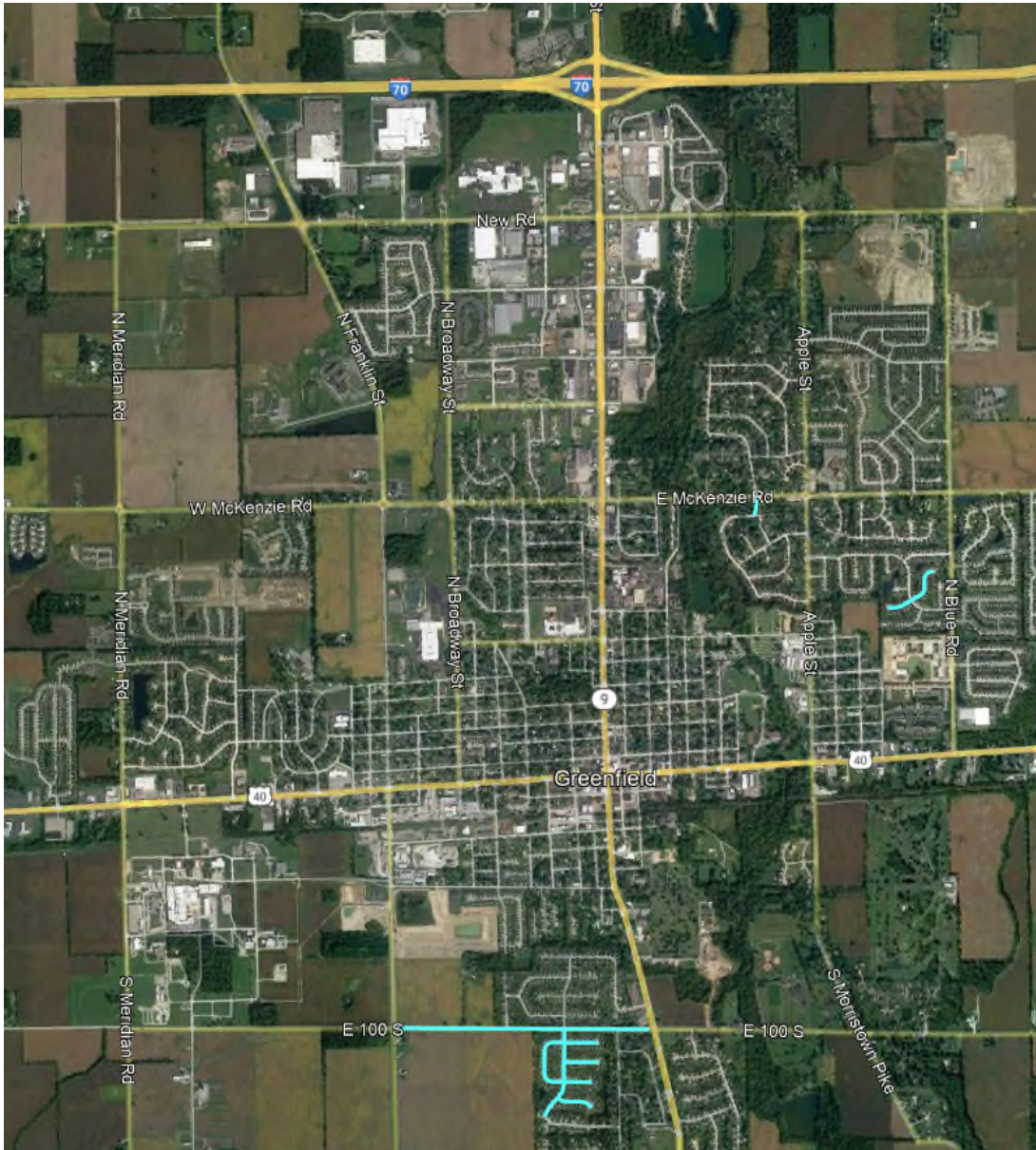
Sincerely,

Handwritten signature of Jason Koch in black ink.

Jason A. Koch, P.E.
City Engineer

CCMG-2023-1 (Round 2) Project List

Route Name	From	To
Davis Road	Franklin St	SR 9
Bumblebee Ct	Orphant Annie Dr	Cul-de-sac
Bumblebee Wy	Orphant Annie Dr	Orphant Annie Dr
Punkin Ct	Orphant Annie Dr	Cul-de-sac
Sweetheart Ct	Orphant Annie Dr	Cul-de-sac
Pixy Ct	Orphant Annie Dr	Cul-de-sac
Orphant Annie Dr	Hidden Glen Dr	Davis Rd
Riverview Dr	Waterview Blvd	McKenzie Rd
Rosemary Ct	Cul-de-sac	Jasmine Dr
Rosemary Cir	Jasmine Dr	Cul-de-sac



CCMG-2023-1 Bid Tab Review (Des. No. 2300386)				Engineer's Estimate		Dave O'Mara Contractor		DC Construction		E&B Paving		Robertson Paving		Smith Projects	
Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization & Demobilization	LS	1	\$ 50,100.00	\$ 50,100.00	\$ 40,000.00	\$ 40,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,030.00	\$ 45,030.00	\$ 45,500.00	\$ 45,500.00	\$ 65,604.00	\$ 65,604.00
2	Milling, Asphalt, 1.5 IN	SYS	30,585	\$ 4.20	\$ 128,457.00	\$ 2.50	\$ 76,462.50	\$ 1.89	\$ 57,805.65	\$ 2.75	\$ 84,108.75	\$ 2.60	\$ 79,521.00	\$ 2.52	\$ 77,074.20
3	Milling, Approaches	SYS	4,475	\$ 4.20	\$ 18,795.00	\$ 3.00	\$ 13,425.00	\$ 1.89	\$ 8,457.75	\$ 2.75	\$ 12,306.25	\$ 4.70	\$ 21,032.50	\$ 2.52	\$ 11,277.00
4	HMA Surface, Type B, 12.5 mm	TON	3,368	\$ 95.00	\$ 319,960.00	\$ 95.00	\$ 319,960.00	\$ 110.51	\$ 372,197.68	\$ 94.00	\$ 316,592.00	\$ 117.00	\$ 394,056.00	\$ 176.00	\$ 592,768.00
5	HMA for Approaches, Type B	TON	498	\$ 175.00	\$ 87,150.00	\$ 95.00	\$ 47,310.00	\$ 110.51	\$ 55,033.98	\$ 94.00	\$ 46,812.00	\$ 125.00	\$ 62,250.00	\$ 176.00	\$ 87,648.00
6	HMA Wedge and Level, Type B	TON	462	\$ 150.00	\$ 69,300.00	\$ 95.00	\$ 43,890.00	\$ 110.51	\$ 51,055.62	\$ 50.00	\$ 23,100.00	\$ 130.00	\$ 60,060.00	\$ 171.00	\$ 79,002.00
7	HMA Base Repair, Type B, 25.0 mm (6" depth)	TON	1,641	\$ 150.00	\$ 246,150.00	\$ 125.00	\$ 205,125.00	\$ 145.79	\$ 239,241.39	\$ 150.00	\$ 246,150.00	\$ 165.00	\$ 270,765.00	\$ 171.00	\$ 280,611.00
8	Sidewalk Concrete, Remove	SYS	205	\$ 40.00	\$ 8,200.00	\$ 42.00	\$ 8,610.00	\$ 21.22	\$ 4,350.10	\$ 180.00	\$ 36,900.00	\$ 70.00	\$ 14,350.00	\$ 100.00	\$ 20,500.00
9	Curb Ramp, Concrete	SYS	363	\$ 215.00	\$ 78,045.00	\$ 335.00	\$ 121,605.00	\$ 144.00	\$ 52,272.00	\$ 295.00	\$ 107,085.00	\$ 268.00	\$ 97,284.00	\$ 195.00	\$ 70,785.00
10	Detectable Warning Surfaces	SYS	49	\$ 200.00	\$ 9,800.00	\$ 345.00	\$ 16,905.00	\$ 150.00	\$ 7,350.00	\$ 190.00	\$ 9,310.00	\$ 240.00	\$ 11,760.00	\$ 729.59	\$ 35,749.91
11	Line, Thermoplastic, Solid, Yellow, 4 IN	LFT	13,360	\$ 0.75	\$ 10,020.00	\$ 1.45	\$ 19,372.00	\$ 0.95	\$ 12,692.00	\$ 0.52	\$ 6,947.20	\$ 1.50	\$ 20,040.00	\$ 1.11	\$ 14,829.60
12	Line, Thermoplastic, Solid, White, 6 IN	LFT	13,740	\$ 0.75	\$ 10,305.00	\$ 2.00	\$ 27,480.00	\$ 2.75	\$ 37,785.00	\$ 0.62	\$ 8,518.80	\$ 2.50	\$ 34,350.00	\$ 1.08	\$ 14,839.20
13	Curb, Remove	LFT	182	\$ 15.00	\$ 2,730.00	\$ 20.00	\$ 3,640.00	\$ 9.00	\$ 1,638.00	\$ 28.00	\$ 5,096.00	\$ 50.00	\$ 9,100.00	\$ 165.00	\$ 30,030.00
14	Transverse Marking, Thermoplastic, Stop Line, White, 24 IN	LFT	20	\$ 12.00	\$ 240.00	\$ 14.00	\$ 280.00	\$ 75.00	\$ 1,500.00	\$ 16.90	\$ 338.00	\$ 15.00	\$ 300.00	\$ 78.30	\$ 1,566.00
					\$ 1,039,252.00		\$ 944,064.50		\$ 946,379.17		\$ 948,294.00		\$ 1,120,368.50		\$ 1,382,283.91

RE: Greenfield CCMG Bid Submittal

From : Teri Doran <terid@daveomara.com>

Wed, Jul 19, 2023 08:58 AM

Subject : RE: Greenfield CCMG Bid Submittal 1 attachment**To :** Jason Koch <jkoch@greenfieldin.org>**Cc :** Tyler Rankins <trankins@greenfieldin.org>, Brad Evans <bevans@greenfieldin.org>

Caution! This message was sent from outside the City of Greenfield.

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Hi Jason-

Yes- I acknowledge both Addendum #1 (Bid -4 page) and that there are no other exceptions (Bid-5 page).

I look forward to hearing back from you!

Best,
Teri

Teri Doran
Bid Coordinator
Dave O'Mara Contractor, Inc.
T: (812) 352.6554
F: (812) 346.6305



From: Jason Koch <jkoch@greenfieldin.org>
Sent: Wednesday, July 19, 2023 8:32 AM
To: Teri Doran <terid@daveomara.com>
Cc: Tyler Rankins <trankins@greenfieldin.org>; Brad Evans <bevans@greenfieldin.org>
Subject: Greenfield CCMG Bid Submittal

Hi Teri,

In reviewing the CCMG bid results from July 11, Dave O'Mara is the apparent low bidder. However, it appears that on page BID-4 of the bid submittal, you didn't acknowledge receiving addendum #1. I want to reach out to you to verify that you did indeed receive addendum #1 and that you just forgot to acknowledge it on the BID-4 page. Additionally, I want to verify that after acknowledging the addendum on BID-4 that you also have no other exceptions (on page BID-5) to your bid submittal? If you can confirm those 2 items, I can proceed with a formal bid recommendation to the Board of Works on 7/25. Thanks,

Jason

Jason A. Koch, PE
City Engineer
City of Greenfield
10 S. State Street
Greenfield, IN 46140
o: 317-325-1322
c: 317-586-5589
jkoch@greenfieldin.org
www.greenfieldin.org

AGREEMENT
City of Greenfield

THIS AGREEMENT is made and entered into as of the 25th day of July, 2023.

by and between

“OWNER”: City of Greenfield, Indiana, by and through its Board of Public Works
10 S. State Street, Greenfield, Indiana 46140

and

“CONTRACTOR”: Dave O’Mara Contractor, Inc.
1100 East O & M Ave, PO Box 1139
North Vernon, IN 47265

concerning the following:

“PROJECT”: **CCMG-2023-1: Greenfield Community Crossings Matching Grant**

“WORK”: **Road resurfacing & patching, curb, sidewalk, ADA ramps, and associated work along various street segments in Greenfield**

“ENGINEER”: **Jason Koch, City Engineer**

RECITALS:

- A. The OWNER has heretofore caused to be prepared certain plans, specifications and other “Contract Documents” as hereinafter listed pertaining to the above described Project and Work, and the CONTRACTOR has filed Proposal to furnish said labor, tools, material, equipment, services, and perform said Work upon the terms and for the price(s) therein fully stated and set forth;
- B. The said Contract Documents accurately and fully describe the terms and conditions upon which the CONTRACTOR is willing to furnish the labor, tools, material, equipment, services, and perform the Work called for by the Contract Documents and in the manner and time and for the price(s) set forth herein.

THE OWNER AND CONTRACTOR AGREE AS FOLLOWS:

1. Contract Documents

1.1 This Agreement consists of the following Contract Documents all of which are as fully a part of this Agreement as if set out verbatim herein or attached hereto and the same do in all particulars become the Agreement between the parties hereto in all matters and things set forth herein and described:

- .1 This Agreement;
- .2 All Addenda issued prior to receipt of Bids, whether or not receipt thereof has been acknowledged by CONTRACTOR in its Bid;
- .3 Special Conditions;
- .4 General Conditions;
- .5 CONTRACTOR's Itemized Proposal and Declarations;
- .6 Technical Specifications;
- .7 Plans;
- .8 City Standards and Specifications;
- .9 INDOT Standard Drawings;
- .10 INDOT Supplemental Specifications Section 200 Series through Section 900 Series;
- .11 INDOT Standard Specifications Sections 200 Series through Sections 900 Series;
- .12 Additional Requirements Section of the Bid Documents (change order forms, Indiana Code 5-16-13, etc.);
- .13 Instructions to Bidders;
- .14 Advertisement or Notice to Bidders; and
- .15 Performance, Payment and Warranty Bonds.

1.2 In resolving conflicts, errors, discrepancies and disputes concerning the nature, character, scope or extent of Work to be performed or furnished by the CONTRACTOR, or other rights and obligations of the OWNER and CONTRACTOR, arising from or prescribed by one or more of the Contract Documents, the following rules shall govern:

- .1 A requirement occurring in one Contract Document is as binding as though occurring in all Contract Documents;
- .2 Calculated dimensions shall govern over scaled dimensions;
- .3. The Contract Documents shall be given precedence in the order listed in Paragraph 1.1 above; and
- .4. In documents of equal priority, if any such conflict, error, discrepancy or dispute cannot be resolved or reconciled by application of the rules stated in Subparagraphs 1.2.1 through 1.2.3, then the provision expressing the greater quantity, quality, or scope of work, or imposing the greater obligation upon the CONTRACTOR or affording the greater right or remedy to the OWNER shall govern, without regard to the party who drafted such provision.

2. Contract Price

- 2.1 The CONTRACTOR shall, in strict conformity with the Contract Documents, furnish all labor, tools, materials, equipment, services, assume and fulfill all obligations and perform all Work required to construct, complete, and make ready for use by the OWNER for the lump sum of **Nine hundred forty four thousand sixty four and 50/100 Dollars (\$944,064.50)**.
- 2.2 The above stated Contract Sum will be paid to the CONTRACTOR in the manner and at such times as set forth in the Contract Documents.

3. Contract Time

- 3.1 It is hereby understood and mutually agreed, by and between the CONTRACTOR and OWNER, that the date of commencement and the time for completion of the Work as specified in the Contract Documents are ESSENTIAL CONDITIONS of this Agreement.
- 3.2 The CONTRACTOR agrees that the Work shall be commenced no later than the date indicated in the Notice to Proceed and that the Work shall be prosecuted regularly, diligently and uninterruptedly at such a rate of progress as will insure **Substantial Completion on or before November 17, 2023, and Final Completion on or before December 18, 2023**.
- 3.3 The CONTRACTOR and OWNER acknowledge and agree that the time allotted by this Agreement for the performance and completion of the Work is reasonable and takes into account any and all risks and adverse conditions assumed by CONTRACTOR hereunder.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

4. Liquidated Damages

The CONTRACTOR and OWNER recognize and contemplate that unexcused failure by the CONTRACTOR to complete the Work within the Contract Time will cause the OWNER and the Public to suffer financial losses or inconvenience the full and exact extent and character of which cannot be measured as a basis for recovery by the OWNER of actual damages, and that liquidated damages as prescribed in the Contract Documents represent a fair, reasonable and appropriate estimate thereof. Accordingly, the CONTRACTOR agrees that such liquidated damages may be assessed and recovered by the OWNER, as against CONTRACTOR and its Surety, in the event of delayed completion and without the OWNER being required to present any evidence of the amount or character of actual damages sustained by reason thereof. **Such liquidated damages shall be assessed and recovered at the rate of \$500.00 per day for delay in achieving Substantial Completion and at the rate of \$100.00 per day in achieving Final Completion of the Work.**

5. Effective Date

This Agreement shall be deemed effective as of the date and year first above written notwithstanding the date on which this Agreement has been executed by the respective parties or their representatives as stated below.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

“CONTRACTOR” SIGNATURE:

IN TESTIMONY THEREOF, the CONTRACTOR has hereunder set his hand this _____ day of _____, 20____.

Firm Name _____

Address _____

Telephone No. _____ Fax No. _____

By: _____
Signature

Printed: _____

Title: _____

“OWNER” SIGNATURES:

IN WITNESS WHEREOF, the OWNER does hereby accept the foregoing Agreement, and has herewith set his/her hand this _____ day of _____, 20____.

For and on behalf of the City of Greenfield by its Board of Public Works.

Chuck Fewell, Mayor,

Kelly McClarnon, Member

Larry J. Breese, Member

Katherine N. Locke, Member

Glenna Shelby, Member

ATTEST:

Lori Elmore, Clerk Treasurer

Date