



GREENFIELD WATER UTILITY

451 Meek Street
Greenfield, Indiana 46140
www.greenfieldin.org
Phone: (317) 477-4350

11 February 2025

Mayor Guy Titus
Board of Works and Public Safety
10 South State St.
Greenfield, IN 46140

Re: Approval of Southside Water Improvement Project Contract SWIP Bid Packet 3

Mayor and Board Members,

I respectfully request the Board of Works approve the contract for Brackney INC. as presented for the Southside Water Improvements Project for the Morristown Pike water main construction. After approval of this contract, we will hold the pre-construction meeting with the contractor and then issue notice to proceed. The SRF has provided a finalized approval letter for us to proceed with the project. I welcome any questions the Board may have on this agreement.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Charles Gill".

Charles Gill
Manager
Water Utility

cc: Jane Webb, Utility Coordinator
Gregg Morelock, City Attorney
Lori Elmore, Clerk-Treasurer



State Revolving Fund Loan Programs

an Indiana Finance Authority Environmental Program

100 North Senate Avenue, Room 1275
Indianapolis, Indiana 46204
www.srf.in.gov

Camille Meiners, PE
Director of Technical Review
(317) 234-3661
cmeiners@ifa.in.gov

January 13, 2025

Mayor Guy Titus
City of Greenfield
10 South State Street
Greenfield, IN 46140

Re: Bid Documents Review
Contract Award Approval
SRF Loan No. DW22123001
Southside Water Improvements-
Morristown Pike Water Main

Dear Mayor Titus,

Based on our review of the bidding information submitted for the above referenced project, your proposed award of the following contract(s) is hereby approved. However, this action in no way constitutes either an actual or implied commitment to increase the loan amount.

| <u>Contract</u> | <u>Contractor</u> | <u>Eligible Amount</u> |
|--|-------------------|------------------------|
| Morristown Pike Water Main Extensions | Brackney, Inc. | \$915,550.00 |

This letter also serves as our approval of addenda numbers 1 and 2 to the project plans and specifications.

Document Submittals - The enclosure to this letter sets forth a list of (a) information to be submitted to the State Revolving Fund Loan Programs (SRF) as soon as practical but not later than 30 days after the award of contracts and (b) information to be submitted to SRF as soon as practical after the completion of the project.

Construction Inspections - Please note that during construction of the project, the loan recipient shall provide frequent inspections by qualified inspectors in sufficient numbers to ensure that the construction complies with the Program's approved PER and the IDEM-issued construction permit and the terms and conditions of the contract. In addition, the inspectors shall maintain logs, written in ink, with entries sufficient to establish the amount and quality of work completed by the contractor including weather conditions and problems encountered.

Wage Rates - Please make sure that the contractor has posted the applicable wage rates in an area that will be accessible to all at the project site.

Please note, any outstanding litigation must be resolved prior to closing on an SRF loan.

Contract Changes and Change Orders - All change orders must be approved by the SRF Loan Programs to be eligible for SRF financing.

Change orders must be signed by all parties (i.e. SRF Participant, consulting engineer, contractor etc.). The Change Order documentation should include the description and sketch of the proposed change, reasoning/justification for the change, as well as increase/decrease in contract amount and/or time. Change order documentation will be reviewed in order to determine if the proposed change(s) is (are) technically and environmentally acceptable and is (are) consistent with the project scope as discussed in the approved PER, and if the work is eligible for SRF funding.

Please note that any change order which significantly changes the scope of the proposed project as included in the approved PER or which requires further environmental review coordination with environmental review agencies or which increases the amount of financing needed for the project must receive approval of the SRF **prior** to change order work being performed or implemented.

In addition, as provided by your IDEM Construction Permit, if required, it is the loan recipient's responsibility to request/obtain necessary construction permit modification from IDEM's Drinking Water Branch for any significant or material changes in the scope of the IDEM-approved plans or construction. Please contact Ms. Liz Melvin of IDEM's Drinking Water Branch, 317-234-7418, to determine if the change order requires a construction permit modification.

Changes implemented without the necessary prior approval may not be financed/reimbursed by the SRF.

Please make sure that your project implementation team is aware of the above requirements pertaining to construction inspections, wage rates posting and SRF Program's review and approval process for all change orders. If you have any questions, please contact Gayle Hicks, SRF Bidding/Construction Coordinator, at 317-234-6730.

Sincerely,



Camille Meiners, PE
Director of Technical Review

Enclosure

cc: Emily Wehmeyer, PE, Donohue & Associates, Inc.



Donohue & Associates, Inc.
8365 Keystone Crossing, Suite 104 | Indianapolis, IN 46240
317.267.8200 | donohue-associates.com

January 28, 2025

Mr. Charles Gill
Water Department Manager
City of Greenfield
451 Meek Street
Greenfield, IN 46140

Re: Contract Award and Execution
Greenfield Southside Water Improvements Morristown Pike Water Main Extension
Donohue Project Number 14365

Dear Mr. Gill:

Attached for your review, approval, and signature is a signed Agreement by Brackney, Inc. (Contractor); who has also provided executed copies of the required Performance and Payment Bonds.

A copy of the Contractor's insurance certificates is also attached. We have performed a preliminary review of the insurance coverages and limits being provided, and find that they are generally in compliance with the insurance requirements identified in Article 6 in the contract's Supplementary Conditions. However, you should have your insurance agent review the certificates as well to make sure that they are in compliance with the contract requirements and meet the needs of Owner's Name on this project.

The contract page that needs to be signed and dated by Owner's Name is on page A-9 of the Agreement.

Copies of the Performance and Payment Bonds are attached for your records and will be bound into the Conformed to Construction Documents.

Please have the appropriate City of Greenfield representatives review the contract, Performance, and Payment Bonds, and the insurance certificate to make sure they are representative of your needs and requirements. If your review raises any questions regarding the provided information, please contact us and we will work with the contractor to address them.

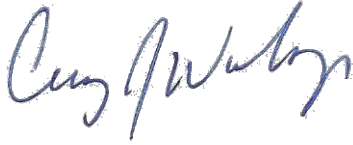
If all is acceptable, please sign and date the Agreement. Please return the executed pages of the contract documents to me. I will then insert them into the Contract Documents and forward an electronic copy to you and to the Contractor.

After receiving the signed and dated Agreement, we will schedule the Pre-Construction Conference and issue a Notice to Proceed.

Mr. Charles Gill
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Please contact me if you have any questions related to the execution of the contract documents.

Sincerely,

A handwritten signature in blue ink, appearing to read "Emily J. Wehmeyer". The signature is fluid and cursive, with the first name "Emily" being more prominent.

Emily J Wehmeyer, PE
Project Manager

Enclosures: As noted

AGREEMENT

THIS AGREEMENT is made and entered into as of the 16th day of January, 2025.

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”: Brackney, Inc.

concerning the following:

“PROJECT”: **Southside Water Improvements
Morristown Pike Water Main Extension**

“WORK”: **The Work of this Contract is generally described as a water main replacement project. The project consists of supplying the labor, equipment, and materials necessary to provide replacement and new water mains as specified herein. Also included are related valves, pavement replacement, site work, seeding, and other services and items of construction. The following project locations are part of this Bid Package:**

- Construction of approximately 4,150 linear feet of 12-inch water main along Morristown Pike and Davis Road including services.

“ENGINEER”: **Donohue & Associates, Inc.**

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

A. Contents

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:
 - a. This Agreement;
 - b. All Addenda issued prior to receipt of Bids, whether or not receipt thereof has been acknowledged by CONTRACTOR in its Bid;
 - c. General Conditions;
 - d. Supplementary Conditions
 - e. Contractor's Itemized Proposal and Declarations; including but not limited to:
 - i. List of proposed Subcontractors having a direct contract with the Contractor from the Subcontractor Listing included with the Contractor's Bid (BID-13).
 - f. Performance, Payment and Warranty Bonds.
 - g. Specifications as listed in the table of contents of the Project Manual;
 - h. Drawings, not attached hereto, consisting of a cover sheet and sheets numbered 1 through 19, inclusive, with each sheet bearing the following general title: City of Greenfield, Southside Water Improvements, Morristown Pike Water Main Extension, Greenfield, Indiana.
 - i. City Standards and Specifications;
 - j. Federal, State, and Local Forms;
 - k. Documents in the Appendix;
 - l. Wage Rates;
 - m. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- i. Notice to Proceed;
 - ii. Change Orders;
 - iii. Work Change Directives;
 - iv. Field Orders;
 - v. Engineer's written interpretations and clarifications.
2. There are no Contract Documents other than those listed above in this Article 9.
3. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.
- B. 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.A 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.A.2 through 1.A.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

- A. 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 at the Unit Prices as quoted in the above described Bid Proposal the total not to exceed Nine Hundred Fifteen Thousand Five Hundred Fifty Dollars (\$915,550.00), subject to any additions or deletions based on actual approved quantities of the respective unit price items, which sum the CONTRACTOR agrees to accept as full payment for all such Work actually performed and accepted as described in the Contract Items specification and other Contract Documents. The CONTRACTOR agrees that each unit price shall be deemed full and complete compensation for all direct and indirect costs for each respective item of Work, including without limitation all materials, labor, supervision, equipment, transportation, warranties, repairs, replacement, overhead and profit for the item, complete and in place.

- B. 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

A. Days to Achieve Substantial Completion and Final Payment

- 1. The Work will be **substantially completed within 365 calendar days after the date when the Contract Times commence** to run as provided in Article 4 of the General Conditions, and completed and ready for final payment in accordance with Article 15 of the General Conditions within **395 calendar days after the date when the Contract Times commence** to run.
- B. 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.
- C. 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.

4. Liquidated Damages

- A. 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 per day for delay in achieving Substantial Completion and at the rate of \$1,000 per day in achieving Final Completion of the Work.**

5. Engineer

- A. The Project has been designed by Donohue & Associates, Inc., who is hereinafter called Engineer and who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

- B. The Owner will assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents. The Project has been designed by Donohue & Associates, who is hereinafter called Designer, will consult with, advise, and assist the Owner in connection with the completion of the Work in accordance with the Contract Documents.

6. Payment Procedures

A. Submittal and Processing of Payments

1. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

B. Progress Payments; Retainage

1. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
2. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Article 15 of the General Conditions:
 - a. 95% of Work completed (with the balance being retainage). If the Work has been 50% completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work subsequently completed, in which case the remaining progress payments will be in an amount equal to 100% of the Work completed less the aggregate of previous retainage and payments previously made. At 50% completion, or any time thereafter, when the character and progress of the Work is not satisfactory, additional amounts may be retained, but in no event shall the total retainage be more than 10% of the value of the Work completed.
3. Upon Substantial Completion, the amount of retainage may be reduced. Upon Substantial Completion, Owner may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the work still to be completed or corrected.

C. Final Payment

1. Upon final completion and acceptance of the Work in accordance with Article 15 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Article 15.

7. Contractor's Representations

A. In order to induce Owner to enter into this Agreement Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
2. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work
3. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
5. Contractor has considered and correlated the information known to the Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and all additional or supplementary examinations, investigations, explorations, tests, studies, and data with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
6. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

7. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
8. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
10. Contractor has reviewed and understands the Use of American Iron and Steel requirements of the Drinking Water State Revolving Fund. Contractor's bid reflects their best, good faith effort to identify domestic sources of iron and steel, where such American-made products were available to meet the contract times. All iron and steel products contained in the Contractor's bid will be produced in the United States in a manner that complies with the Use of American Iron and Steel requirements, unless a waiver is approved. Contractor will provide further verification, certification or assurance of compliance, or information necessary to support a waiver of the Use of American Iron and Steel requirements. Contractor understands that any failure to comply with the Use of American Iron and Steel requirement shall permit the Owner or the State to recover as damages against the Contractor any loss, expense, or cost (including without limitation to engineering or attorney's fees) incurred by the Owner or the State resulting from any such failure. While the Contractor has no direct contractual privity with the State, as a lender to Owner for the funding of this project, the Owner and Contractor agree that the State is a third-party beneficiary and neither this paragraph, nor any other provision of this Agreement necessary to give this paragraph force or effect, shall be amended or waived without the prior written consent of the State.

8. Contractor's Representations

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

9. Effective Date

- A. 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 BRACKNEY INC.

Address 2145 S.R. 1 BROOKVILLE, IN 47012

Telephone No. 765-647-6551

By: 
Signature

Printed: Kevin Brackney

Title: PRESIDENT

“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.

Guy Titus, Mayor,

Brent Robertson, Member

Larry Breese, Member

Katherine Locke, Member

Glenna Shelby, Member

ATTEST:

Lori Elmore, Clerk Treasurer

Date: _____