



Department of Engineering

March 12, 2023

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

Dear Members,

Bids for the Community Crossings Matching Grant Project 2023-CCMG were received on February 14, 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	\$ 2,018,951.75	---
Baumgartner & Co, LLC	\$ 1,747,429.00	-13.4%
E&B Paving, LLC	\$ 1,900,637.50	-5.9%
Grady Brothers, Inc	\$ 1,664,665.00	-17.5%
Howard Asphalt, LLC	\$ 1,642,406.80	-18.7%
Midwest Paving, LLC	\$ 1,511,677.10	-25.1%
Rieth-Riley Construction Co, Inc	\$ 1,986,398.69	-1.6%
Robertson Paving, Inc.	\$ 1,874,450.00	-7.2%

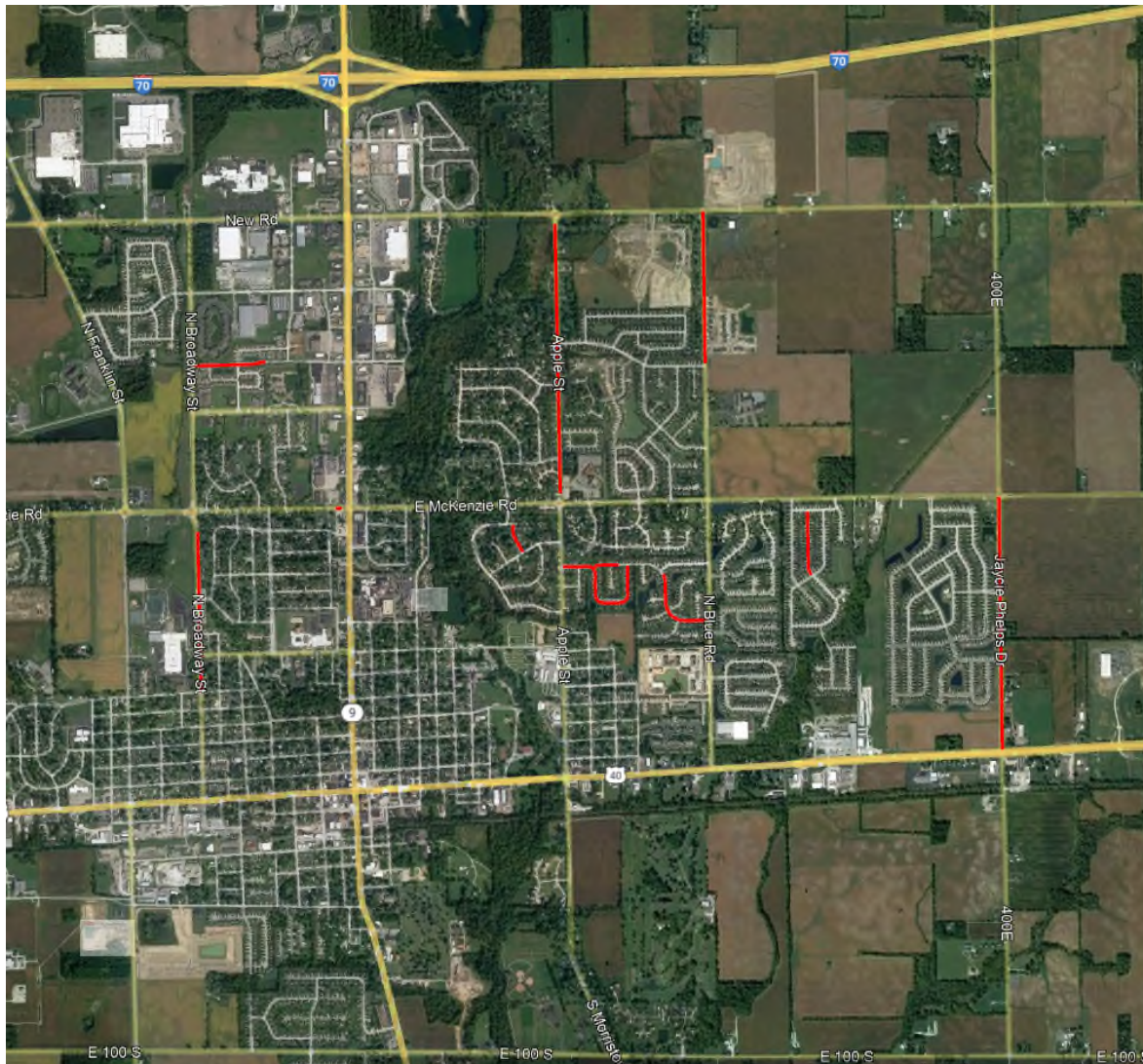
I would like to request approval of the attached construction agreement with Midwest Paving, LLC in the lump sum, not-to-exceed amount of \$1,511,677.10 for the Community Crossing Matching Grant 2023 project with a substantial completion date of November 1, 2023 and final completion date of December 18, 2023.

Sincerely,

Jason A. Koch, P.E.
City Engineer

2023-CCMG Project List

Route Name	From	To
Blue Road	McClarnon Drive	New Road
McClarnon Drive	Broadway Street	1,380' east of Broadway Street
Apple Street	McKenzie Road	New Road
Jaycie Phelps Drive	US 40/Main Street	McKenzie Road
McKenzie Road	240' west of SR 9	130' west of SR 9
Broadway Street	7 th Street	McKenzie Road
Riverview Drive	Lake View Drive	Waterview Boulevard
Streamside Drive	Runnymede Drive	Breakwater Drive
Atir Lane	Mill Run Boulevard	Jasmine Drive
Mill Run Boulevard	Mill Run Boulevard	Jasmine Drive



Item No.	Description	Estimated Quantity	Unit	Engineer's Estimate		Baumgartner & Co, LLC		E&B Paving, LLC		Grady Brothers, Inc		Howard Asphalt, LLC		Midwest Paving, LLC		Rieth-Riley Construction, Inc		Robertson Paving, Inc	
				Unit Price	Total Price	Unit Price	Total Price	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	1	LS	\$ 96,900.00	\$ 96,900.00	\$ 134,160.90	\$ 134,160.90	\$ 90,000.00	\$ 90,000.00	\$ 56,000.05	\$ 56,000.05	\$ 26,800.00	\$ 26,800.00	\$ 90,155.00	\$ 90,155.00	\$ 140,910.81	\$ 140,910.81	\$ 57,000.00	\$ 57,000.00
2	Milling, Asphalt, 1.5 IN	68,074	SYS	\$ 5.00	\$ 340,370.00	\$ 1.65	\$ 112,322.10	\$ 3.50	\$ 238,259.00	\$ 1.65	\$ 112,322.10	\$ 2.30	\$ 156,570.20	\$ 1.25	\$ 85,092.50	\$ 2.86	\$ 194,691.64	\$ 2.00	\$ 136,148.00
3	Milling, Approaches	3,269	SYS	\$ 7.00	\$ 22,883.00	\$ 2.50	\$ 8,172.50	\$ 5.00	\$ 16,345.00	\$ 5.00	\$ 16,345.00	\$ 2.30	\$ 7,518.70	\$ 1.25	\$ 4,086.25	\$ 7.60	\$ 24,844.40	\$ 3.00	\$ 9,807.00
4	HMA Surface, Type B, 12.5 mm	7,488	TON	\$ 95.00	\$ 711,360.00	\$ 95.00	\$ 711,360.00	\$ 97.00	\$ 726,336.00	\$ 91.00	\$ 681,408.00	\$ 89.00	\$ 666,432.00	\$ 90.00	\$ 673,920.00	\$ 97.62	\$ 730,978.56	\$ 105.00	\$ 786,240.00
5	HMA for Approaches, Type B	358	TON	\$ 175.00	\$ 62,650.00	\$ 105.00	\$ 37,590.00	\$ 175.00	\$ 62,650.00	\$ 138.50	\$ 49,583.00	\$ 94.00	\$ 33,652.00	\$ 90.00	\$ 32,220.00	\$ 227.50	\$ 81,445.00	\$ 115.00	\$ 41,170.00
6	HMA Wedge and Level, Type B	896	TON	\$ 150.00	\$ 134,400.00	\$ 95.00	\$ 85,120.00	\$ 85.00	\$ 76,160.00	\$ 117.00	\$ 104,832.00	\$ 91.60	\$ 82,073.60	\$ 89.00	\$ 79,744.00	\$ 121.53	\$ 108,890.88	\$ 115.00	\$ 103,040.00
7	HMA Base Repair, Type B, 25.0 mm (6" depth)	3,528	TON	\$ 150.00	\$ 529,200.00	\$ 150.00	\$ 529,200.00	\$ 150.00	\$ 529,200.00	\$ 154.00	\$ 543,312.00	\$ 153.70	\$ 542,253.60	\$ 125.00	\$ 441,000.00	\$ 165.25	\$ 583,002.00	\$ 160.00	\$ 564,480.00
8	Sidewalk Concrete, Remove	224	SYS	\$ 40.00	\$ 8,960.00	\$ 110.00	\$ 24,640.00	\$ 175.00	\$ 39,200.00	\$ 32.00	\$ 7,168.00	\$ 107.40	\$ 24,057.60	\$ 31.00	\$ 6,944.00	\$ 49.75	\$ 11,144.00	\$ 30.00	\$ 6,720.00
9	Curb Ramp, Concrete	224	SYS	\$ 215.00	\$ 48,160.00	\$ 180.00	\$ 40,320.00	\$ 350.00	\$ 78,400.00	\$ 198.00	\$ 44,352.00	\$ 174.50	\$ 39,088.00	\$ 195.00	\$ 43,680.00	\$ 235.28	\$ 52,702.72	\$ 375.00	\$ 84,000.00
10	Detectable Warning Surfaces	37	SYS	\$ 200.00	\$ 7,400.00	\$ 500.00	\$ 18,500.00	\$ 175.00	\$ 6,475.00	\$ 257.00	\$ 9,509.00	\$ 481.60	\$ 17,819.20	\$ 340.00	\$ 12,580.00	\$ 372.69	\$ 13,789.53	\$ 300.00	\$ 11,100.00
11	Line, Thermoplastic, Solid, Yellow, 4 IN	31,825	LFT	\$ 0.75	\$ 23,868.75	\$ 0.60	\$ 19,095.00	\$ 0.50	\$ 15,912.50	\$ 0.53	\$ 16,867.25	\$ 0.60	\$ 19,095.00	\$ 0.53	\$ 16,867.25	\$ 0.57	\$ 18,140.25	\$ 1.00	\$ 31,825.00
12	Line, Thermoplastic, Solid, White, 4 IN	36,320	LFT	\$ 0.75	\$ 27,240.00	\$ 0.60	\$ 21,792.00	\$ 0.50	\$ 18,160.00	\$ 0.53	\$ 19,249.60	\$ 0.60	\$ 21,792.00	\$ 0.53	\$ 19,249.60	\$ 0.57	\$ 20,702.40	\$ 1.00	\$ 36,320.00
13	Pavement Message Marking, Thermoplastic, Lane Indication Arrow	10	EA	\$ 175.00	\$ 1,750.00	\$ 275.00	\$ 2,750.00	\$ 100.00	\$ 1,000.00	\$ 105.00	\$ 1,050.00	\$ 283.25	\$ 2,832.50	\$ 168.00	\$ 1,680.00	\$ 275.00	\$ 2,750.00	\$ 250.00	\$ 2,500.00
14	Transverse Marking, Thermoplastic, Crosswalk Line, White, 6 IN	530	LFT	\$ 3.00	\$ 1,590.00	\$ 1.05	\$ 556.50	\$ 2.00	\$ 1,060.00	\$ 2.10	\$ 1,113.00	\$ 1.08	\$ 572.40	\$ 3.70	\$ 1,961.00	\$ 1.05	\$ 556.50	\$ 2.50	\$ 1,325.00
15	Transverse Marking, Thermoplastic, Stop Line, White, 24 IN	185	LFT	\$ 12.00	\$ 2,220.00	\$ 10.00	\$ 1,850.00	\$ 8.00	\$ 1,480.00	\$ 8.40	\$ 1,554.00	\$ 10.00	\$ 1,850.00	\$ 13.50	\$ 2,497.50	\$ 10.00	\$ 1,850.00	\$ 15.00	\$ 2,775.00
Total:				\$ 2,018,951.75		\$ 1,747,429.00		\$ 1,900,637.50		\$ 1,664,665.00		\$ 1,642,406.80		\$ 1,511,677.10		\$ 1,986,398.69		\$ 1,874,450.00	

AGREEMENT
City of Greenfield

THIS AGREEMENT is made and entered into as of the 14th day of March, 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”: Midwest Paving LLC
11827 Greenfield Ave
Noblesville, IN 46060

concerning the following:

“PROJECT”: **2023-CCMG: 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 **One Million Five Hundred Eleven Thousand Six Hundred Seventy-Seven and 10/100 Dollars (\$1,511,677.10)**.
- 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 3, 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 8th day of March, 2023.

Firm Name Midwest Paving, LLC

Address 11827 Greenfield Avenue, Noblesville, IN 46060

Telephone No. 317-776-8925

Fax No. 317-776-8921

By: *Matt Kelley*
Signature

Printed: Matt Kelley

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.

Chuck Fewell, Mayor,

Kelly McClarnon, Member

Larry J. Breese, Member

Katherine N. Locke, Member

Glenna Shelby, Member

ATTEST:

Lori Elmore, Clerk Treasurer

Date

BID OF

Midwest Paving LLC

(Contractor)

11827 Greenfield Avenue

(Address)

Noblesville, IN 46060

FOR

PUBLIC WORKS PROJECTS

OF

City of Greenfield, Indiana

2023-CCMG: Greenfield Community Crossings Matching Grant

Filed February 14th, 2023

Action taken _____



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)
Prescribed by State Board of Accounts

PART I

(To be completed for all bids. Please type or print)

Date (month, day, year): 02/14/2023

1. Governmental Unit (Owner): City of Greenfield, Indiana

2. County : Hancock

3. Bidder (Firm): Midwest Paving LLC 46-1269427

Address: 11827 Greenfield Avenue

City/State/ZIPcode: Noblesville, IN 46060

4. Telephone Number: 317-776-8925

5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of 2023-CCMG: Greenfield Community Crossings Matching Grant

(Governmental Unit) in accordance with plans and specifications prepared by _____

_____ and dated _____ for the sum of

One Million, Five Hundred Eleven Thousand, Six Hundred Seventy-Seven Dollars and Ten Cents \$ 1,511,67.10

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS *(If applicable)*

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this _____ day of _____, _____, subject to the following conditions: _____

Contracting Authority Members:

PART II (For projects of \$150,000 or more – IC 36-1-12-4)

Governmental Unit: City of Greenfield, Indiana

Bidder (Firm) Midwest Paving LLC 46-1269427

Date (month, day, year): 02/14/2023

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
1,947,316.25	Resurfacing	November, 2018	Westfield 2018 Resurfacing
1,687,000.00	Curb & Sidewalk, Asphalt Resurfacing	November 2021	Zionsville 2021 Road Rehabilitation
635,009.93	Curb & Sidewalk, Asphalt Resurfacing	August 2022	City of Tipton CCMG Paving
1,990,779.05	Curb & Sidewalk, Asphalt Resurfacing	December 2022	City of Noblesville 2022 Street Rehabilitation

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
1,127,236.00	Curb, Sidewalk, storm & Sewer, Asphalt Resurfacing	Summer 2023	City of Delphi Adams Street Reconstruction
1,585,631.75	Curb, Sidewalk, Asphalt Resurfacing	Summer 2023	City of Lafayette Kossuth Street Reconstruction
624,978.59	Curb, Sidewalk, Asphalt Resurfacing	Spring 2023	Town of Lapel 2022 CCMG
374,993.75	Asphalt Resurfacing	Summer 2023	Town of Yorktown 2022 Street Resurfacing

3. Have you ever failed to complete any work awarded to you? no If so, where and why?

4. List references from private firms for which you have performed work.

Valenti Held Developers Allan Valenti 317-769-6922

Pulte Homes of Indiana Joe Marx 847-489-8816

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

Per Plans and Specifications all equipment as needed to perform said work.

2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

Indiana Signs and Barricades, Gridlock, Highway Safety Services

Javelina Milling, Mamco, Specialties Milling, McCrite Milling, CE Hughes -Milling

Calumet Civil Contractors, OLCO -Concrete

Pendleton Trucking

Otto's Parking Marking, Indiana Traffic Systems - Pavement Markings

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

A list will be provided upon request.

4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

All as necessary to perform work.

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

yes

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SECTION IV CONTRACTOR'S NON - COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at Noblesville this 14th day of February, 2023

Midwest Paving LLC 46-1269427
(Name of Organization)

By *Matt Kelley*

Matt Kelley - President
(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Indiana)
) ss
COUNTY OF Hamilton)

Before me, a Notary Public, personally appeared the above-named Matt Kelley and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 14th day of February, 2023.

Brooke Roahrig
Notary Public

My Commission Expires: 11/03/2030

County of Residence: Hamilton

