



14 MAY 2024

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

Re: Southside Water Improvement- Pheonix Fabricators and Erectors, LLC Partial Application # 5

Mayor and Board Members,

Pheonix Fabricators and Erectors, LLC has submitted their request to Donohue and Associates, INC. for Partial Pay Application (PPA) 5 for the South Side Water Improvements Project- Water Tower Project. I have reviewed this PPA with Donohue and the Project Managers from Pheonix Fabricators and Erectors, LLC and have confirmed that all quantities listed in the Pay Application are correct. Donohue and Associates, INC. has recommended approval of PPA # 5 in the total amount of \$ 996,235 and a retainage amount of \$ 52,433 for a total payment due of \$ 1,048,668.

At this time, I am requesting that the Board approve the recommendation from Donohue and Associates, INC. for the payment of PPA 5 , and Retainage Payment 5. Once approved, this pay request will be submitted to the IFA/SRF for their review and approval. The following documents have been included for your review:

1. Pheonix Fabricators and Erectors, LLC Partial Pay Application #5
2. Donohue and Associates, INC. recommendation letter

Please let me know if there are questions regarding this request or if any other information is needed at this time.

Respectfully Submitted,

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

Charles Gill
Manager
Water Utility

cc: Jane Webb, Utility Coordinator
Mitch Ripley, Human Resource Director
Lori Elmore, Clerk-Treasurer



April 16, 2024

Mr. Charles Gill
Water Department Manager
City of Greenfield Water Department
451 Meek Street
Greenfield, IN 46540

Re: Southside Water Improvements Project - Southside Water Tank and Improvements
Application for Payment 5 - Phoenix Contractors & Erectors
Donohue Project No. 14365

Dear Mr. Gill:

Enclosed is the Contractor’s Application for Payment No. 5 for the Southside Water Tank and Improvements. We have reviewed the final version of Phoenix Contractors & Erectors Application for payment and find the request submittal to be complete and accurate and in accordance with the Project Manual. Therefore, Donohue recommends payment to Phoenix Contractors & Erectors as follows:

Phoenix Pay Application No. 5	\$996,235
Total	\$996,235

Donohue recommends payment to the project retainage account as follows:

Retainage Pay Application No. 5	\$52,433
Total	\$52,433

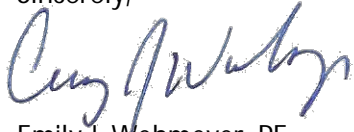
For reference purposes, the current record of payments (including this recommendation) is as follows:

	Phoenix	Retainage	Total	Remaining in Contract
				\$8,950,000
Application No. 1	\$255,075	\$13,425	\$268,500	\$8,681,500
Application No. 2	\$510,150	\$26,850	\$537,000	\$8,144,500
Application No. 3	\$22,007	\$1,158	\$23,165	\$8,121,335
Application No. 4	\$222,771	\$11,725	\$234,496	\$7,886,839
Application No. 5	\$996,235	\$52,433	\$1,048,668	\$6,838,171

Mr. Charles Gill
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If you have any questions, please feel free to contact me.

Sincerely,

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

Emily J. Wehmeyer, PE
Project Manager

Enclosures: As noted


Contractor's Application for Payment



Owner:	<u>City of Greenfield</u>	Owner's Project No.:	<u>8613117</u>
Engineer:	<u>Donahue & Associates, Inc.</u>	Engineer's Project No.:	<u>13767-TO09BP01</u>
Contractor:	<u>Phoenix Fabricators and Erectors, LLC</u>	Contractor's Project No.:	<u>3971 & 3974</u>
Project:	<u>Southside Water Storage Tower and Improvements</u>		
Contract:	<u>Southside Water Improvements</u>		

Application No.:	<u>FIVE</u>	Application Date:	<u>4/15/2024</u>
Application Period:	From <u>3/15/2024</u>	to	<u>4/15/2024</u>

1. Original Contract Price	\$ 8,950,000.00
2. Net change by Change Orders	\$ -
3. Current Contract Price (Line 1 + Line 2)	\$ 8,950,000.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 2,111,829.06
5. Retainage	
a. <u>5%</u> X \$ <u>2,088,400.00</u> Work Completed	\$ 104,420.00
b. <u>5%</u> X \$ <u>23,429.06</u> Stored Materials	\$ 1,171.45
c. Total Retainage (Line 5.a + Line 5.b)	\$ 105,591.45
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 2,006,237.61
7. Less previous payments (Line 6 from prior application)	\$ 1,010,002.72
8. Amount due this application	\$ 996,234.89
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5c)	\$ 6,943,762.39

Contractor's Certification
 The undersigned Contractor certifies, to the best of its knowledge, the following:
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Phoenix Fabricators and Erectors, LLC
Signature:  **Date:** 4/15/2024

Recommended by Engineer	Approved by Owner
By: <u></u>	By: <u></u>
Title: <u>Project Manager</u>	Title: <u>Utility Manager</u>
Date: <u>April 16, 2024</u>	Date: <u>April 30, 2024</u>

Approved by Funding Agency
By: _____ **By:** _____
Title: _____ **Title:** _____
Date: _____ **Date:** _____

Total number of weather days for project: 0

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of Greenfield	Owner's Project No.:	8613117
Engineer:	Donahue & Associates, Inc.	Engineer's Project No.:	13767-TO09BP01
Contractor:	Phoenix Fabricators and Erectors, LLC	Contractor's Project No.:	3971 & 3974
Project:	Southside Water Storage Tower and Improvements		
Contract:	Southside Water Improvements		

Application No.: FIVE **Application Period:** From 03/15/24 to 04/15/24 **Application Date:** 04/15/24

A Item No.	B Description	C Scheduled Value (\$)	D Work Completed		F Materials Currently Stored (not in D or E) (\$)	G Work Completed and Materials Stored to Date (D + E + F) (\$)	H % of Scheduled Value (G / C) (%)	I Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
Original Contract								
SOUTH 2MG WATER STORAGE TOWER (#3971):								
1	BONDS & INSURANCE	268,500.00	268,500.00	-	-	268,500.00	100%	-
2	ENGINEERING	537,000.00	537,000.00	-	-	537,000.00	100%	-
3	MOBILIZATION	358,000.00	179,000.00	-	-	179,000.00	50%	179,000.00
4	TANK FOUNDATION	1,162,000.00	60,000.00	1,043,900.00	-	1,103,900.00	95%	58,100.00
5	TANK CONCRETE SHAFT	1,176,000.00	-	-	-	-	0%	1,176,000.00
6	TANK MATERIAL & SHOP FABRIATION	1,508,964.00	-	-	23,429.06	23,429.06	1%	1,485,534.94
7	TANK ERECTION	910,000.00	-	-	-	-	0%	910,000.00
8	TANK FIELD PAINTING	467,000.00	-	-	-	-	0%	467,000.00
9	SCADA	60,000.00	-	-	-	-	0%	60,000.00
10	ELECTRICAL	900,000.00	-	-	-	-	0%	900,000.00
11	MIXING SYSTEM	95,000.00	-	-	-	-	0%	95,000.00
12	FENCE & GATE	53,000.00	-	-	-	-	0%	53,000.00
13	PIPING	313,000.00	-	-	-	-	0%	313,000.00
14	SITWORK	311,000.00	-	-	-	-	0%	311,000.00
15	WESTON 0.5 MG WATER STORAGE TOWER DEMOLITION	85,000.00	-	-	-	-	0%	85,000.00
Original Contract Totals		\$ 8,204,464.00	\$ 1,044,500.00	\$ 1,043,900.00	\$ 23,429.06	\$ 2,111,829.06	26%	\$ 6,092,634.94
Change Orders								
							0%	
							0%	
							0%	
Change Order Totals		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Original Contract and Change Orders								
Project Totals		\$ 8,204,464.00	\$ 1,044,500.00	\$ 1,043,900.00	\$ 23,429.06	\$ 2,111,829.06	26%	\$ 6,092,634.94

Total number of weather days for project: 0

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of Greenfield	Owner's Project No.:	8613117
Engineer:	Donahue & Associates, Inc.	Engineer's Project No.:	13767-TO09BP01
Contractor:	Phoenix Fabricators and Erectors, LLC	Contractor's Project No.:	3971 & 3974
Project:	Southside Water Storage Tower and Improvements		
Contract:	Southside Water Improvements		

Application No.: FIVE **Application Period:** From 03/15/24 to 04/15/24 **Application Date:** 04/15/24

A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value / C (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
Original Contract								
HOSPITAL 0.5 MG SPHEROID TANK RAISE (#3974):								
16	TRAFFIC CONTROL	5,000.00		-		-	0%	5,000.00
17	FOUNDATION & SITE WORK	106,000.00		-		-	0%	106,000.00
18	TANK MATERIAL & FABRICATION	79,000.00		-		-	0%	79,000.00
19	TANK RAISE & ERECTION	460,536.00		-		-	0%	460,536.00
20	TANK PAINTING	20,000.00		-		-	0%	20,000.00
21	TANK ELECTRICAL	75,000.00		-		-	0%	75,000.00
Original Contract Totals		\$ 745,536.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 745,536.00
Change Orders								
				-		-	0%	-
				-		-	0%	-
				-		-	0%	-
Change Order Totals		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Original Contract and Change Orders								
Project Totals		\$ 745,536.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 745,536.00

Total number of weather days for project: 0



INVOICE

Invoice Number: 41031006410
 Invoice Date: 03/06/2024
 Page Number: Page 1 of 2

NUCOR STEEL BRANDENBURG

Federal Tax ID #13-1860817

Brandenburg, KY 40108

Remit To: Nucor Steel Brandenburg
 PO Box 931748
 Atlanta, GA 31193-1748 US

Customer No.: 12496
 Bill To:
 PHOENIX FABRICATORS AND ERECTORS
 182 S CR 900 E
 AVON, IN 46123 US

Ship To:
 PHOENIX FABRICATORS AND ERECTORS LLC
 1329 US HWY 41 N
 SEBREE, KY 42455 US

Credit Terms		BOL Number	Ship Date	Trip Number	Ship Terms		Ship Mode	
.5% 10 Days, Net 30		BOL-1658725	03/06/2024	1613607	Customer Pick Up		CP-Truck-Truck Standard	
Customer PO		INCOTERMS	Vehicle Number		Carrier			
0002715		EXW	042A		Nucor CPU Carrier			
Line	Material ID	Description		Quantity	Unit	Price	Unit	Amount
1	500240037	Plate: A36 1.0000" Nom x 96.0000" Min x 252.0000" Min, Hot Rolled, Mill Edge		6,860.86 1.00	LBS PCS			
		SO/Line: 50001886 / 1 Item: 1145516 LPN#: 500240037Y1C Contract/Agreement: NSBB_PHOENIX FAB_2024 SALES AGREEMENT Customer Part: 3971 CB2-M						
		Base Price: \$69.500						
		Material Charges:				\$69.500	CWT	\$4,768.30

INVOICE NOTES

Total Weight: 6,860.86 LBS
 3.4300 TON

If your check for payment in FULL for this Invoice is **POSTMARKED** on or before **March 16, 2024**, your discount is **\$23.84**. The proper amount of payment would be **\$4,744.46**. NO DISCOUNT ON TAX OR FREIGHT

Sub-Total **\$4,768.30**
 Tax 0.00
 Invoice Total **\$4,768.30**
 US Dollar

Melted and Manufactured in the United States of America
 THIS INVOICE IS SUBJECT TO THE TERMS AND CONDITIONS, ON THE REVERSE SIDE HEREOF

Federal Tax ID #13-1860817

Brandenburg, KY 40108

TERMS AND CONDITIONS OF SALE

All sales by the Nucor entity (or entities) named on the applicable sales order acknowledgement ("Nucor") are made subject to the following terms and conditions. Nucor expressly rejects any different or additional terms or conditions contained in any documents submitted by Buyer. Nucor's provision of credit, acceptance of any purchase order and/or sale of any goods are expressly made conditional on Buyer's assent to these terms and conditions. All orders by Buyer may be accepted only upon issuance of Nucor's sales order acknowledgement.

1. Except as otherwise agreed in a writing signed by Buyer and Nucor, the applicable Nucor sales order acknowledgement, together with these terms and conditions constitute the entire agreement between Nucor and Buyer relating to the sale of such goods by Nucor. Terms or conditions contained in any document issued by Buyer that in any manner purport to alter, modify, change, suspend, or add to any term or condition contained herein shall be deemed excluded from such Buyer document and waived by Buyer. Nucor and Buyer expressly agree that Nucor may modify these terms and conditions from time to time, and such modifications shall be binding upon Buyer.

2. The purchase price of the goods shall be as stated on the face of the applicable Nucor sales order acknowledgement; provided, however, that if Nucor announces a general price increase, the purchase price shall be revised to include such price increase. Nucor may in its sole discretion add a surcharge to the price of goods predicated upon increases in the cost of raw materials or energy. Such surcharge may be adjusted by Nucor periodically to reflect a change in such costs.

3. Buyer cannot modify, cancel, or otherwise alter orders without Nucor's written consent. Any such cancellation, modification, or alteration shall be subject to conditions as negotiated at such time, which shall include protection of Nucor against loss.

4. All deliveries are EXW (Incoterms 2020) loaded Nucor shipping facility, freight prepaid or freight collect to destination. If shipped freight prepaid, the charge for freight will be added to the invoice. Neither freight charges nor tax is subject to any discount. Title and risk of loss pass upon delivery. Risk of loss or damage in transit shall be borne by Buyer, and claims shall be made directly with carrier. Buyer may pick up the goods at Nucor's shipping facility provided Buyer does so within 10 days after the date Buyer is notified of the availability of goods. Nucor reserves the right to ship without further notification at any time after the 10-day period. Buyer shall indemnify, defend (if elected by Nucor), reimburse, and hold harmless Nucor from and against any claims, damages, costs, expenses or other liabilities suffered by Nucor resulting from any acts or omissions of any carrier, broker, or other transportation provider (including any such entity's personnel) engaged by Buyer or its agents.

5. Delivery dates are approximate. Nucor shall not be responsible for non-shipment of goods or delays in delivery or performance due to causes beyond its reasonable control, including, but not limited to, acts of God; acts of Buyer; strikes or other labor disturbances; Nucor's inability to obtain, or material increases in the cost of, fuel, raw materials or parts; delays in transportation; repairs to equipment; fires; or accidents. Acceptance of goods upon delivery shall constitute a waiver by Buyer of any claim for damages on account of non-shipment or delays in delivery or performance.

6. SUBJECT TO STANDARD MANUFACTURING VARIATIONS, NUCOR WARRANTS THAT THE GOODS FURNISHED HEREUNDER SHALL MEET SPECIFICATIONS SET FORTH ON THE FACE OF THE APPLICABLE NUCOR SALES ORDER ACKNOWLEDGEMENT. NUCOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. No claim for damages for goods that do not conform to specifications will be allowed unless Nucor is given immediate notice after delivery of goods to the first destination to which they are shipped and allowed an opportunity to inspect them or otherwise provided evidence of the claim in accordance with Nucor's then-current claims policy. Goods for which damages are claimed shall not be returned, repaired, or discarded without Nucor's written consent. In the event Nucor consents to a return of any goods, Buyer shall follow Nucor's then-current return policy. In the event of any conflict between these terms and conditions and the terms and conditions of Nucor's claims policy and/or return policy, these terms and conditions shall govern. BUYER'S EXCLUSIVE REMEDY AGAINST NUCOR, AND NUCOR'S SOLE OBLIGATION, FOR ANY AND ALL CLAIMS, WHETHER FOR BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL BE LIMITED TO NUCOR'S REPLACING GOODS THAT DO NOT CONFORM TO SPECIFICATIONS OR, AT NUCOR'S OPTION, REFUNDING THE PURCHASE PRICE. IN NO EVENT SHALL NUCOR HAVE ANY LIABILITY FOR DAMAGES IN AN AMOUNT EXCEEDING THE PURCHASE PRICE OF THE GOODS IN QUESTION, NOR SHALL NUCOR HAVE ANY LIABILITY FOR SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES.

8. Nucor may, at its sole discretion, assign any Nucor credit manager to Buyer's account. All credit information supplied to Nucor will be available for use by any Nucor affiliate and/or subsidiary for the purpose of determining creditworthiness. If, in Nucor's opinion, Buyer's credit becomes impaired, Nucor may suspend performance until such time as Nucor has received full payment for any goods already delivered or in process and is satisfied (in its sole discretion) as to Buyer's credit for future deliveries. If Nucor suspends performance and later proceeds with such order, Nucor shall be entitled to such extension of time for performance as is necessitated by the suspension.

9. All taxes, duties, tariffs or any other charges of any kind levied by any federal, state, municipal or other governmental authority that are required to be collected or paid with respect to the production, sale, or shipment of goods sold to Buyer shall be the responsibility of Buyer. Buyer agrees to pay all such taxes, duties, tariffs or other charges and further agrees to reimburse Nucor for any such payments made by Nucor.

10. Checks or payments, whether full or partial, received from or for the account of Buyer, regardless of writings, legends, or notations upon such checks or payments, and regardless of other writings, statements, or documents, shall be applied by Nucor against any amount owing by Buyer with full reservation of all of Nucor's rights, without an accord and satisfaction of Buyer's liability.

11. In the event Buyer fails to make payment to Nucor, or any affiliate of Nucor, of any amounts due and owing to Nucor or such affiliate (including any applicable surcharge or freight charge), Nucor shall have the right to terminate any Buyer order or any unfulfilled portion thereof, and Nucor or any affiliate thereof may terminate any other agreement between Nucor or such affiliate and Buyer. Nucor may charge interest on the outstanding balance at an annual rate of 12% or the highest rate allowed by law (whichever is less). Nucor shall have the right to employ an attorney to collect the balance due, and Buyer agrees to pay all collection costs incurred by Nucor, including its reasonable attorneys' fees.

12. This agreement shall be governed by the laws of the state in which Nucor's shipping facility is located. Buyer, acting for itself and its successors and assigns, hereby expressly and irrevocably consents to the exclusive jurisdiction of the state and federal courts of that state for any litigation that may arise out of or be related to this agreement. Buyer waives any objection based on *forum non conveniens* or any objection to venue of any such action.

13. **APPLICABLE ONLY FOR SALES OR REALES INTO THE STATE OF CALIFORNIA:** Proposition 65 warnings are required by California law. Buyer acknowledges that Nucor's goods may result in an exposure to chemicals, including lead and lead compounds, that are alleged by the State of California to cause cancer, birth defects and/or other reproductive harm. Buyer is responsible for complying with California law regarding providing Proposition 65 notices to any customers in the State of California and shall indemnify, defend (if elected by Nucor), reimburse, and hold harmless Nucor from and against any claims, damages, costs, expenses or other liabilities suffered by Nucor as a result of Buyer's failure to comply with Proposition 65. For more information, please go to www.P65Warnings.ca.gov.

14. Nucor reserves the right to enforce these terms and conditions at any time, and none shall be deemed waived unless such waiver is in writing and signed by a duly authorized officer of Nucor. All rights and remedies granted to Nucor herein are in addition to all remedies available at law or in equity.

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Rev. 6/20