



28 January 2025

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

Re: Southside Water Improvement- Brackney INC. Final Application # 6RET

Mayor and Board Members,

Brackney INC. has submitted their request to Donohue and Associates, INC. for Final Pay Application (FPA) 6RET for the South Side Water Improvements Project- Water Main Project. I have reviewed this FPA with Donohue and the Project Managers from Brackney INC. and have confirmed that all quantities listed in the Pay Application are correct. Donohue and Associates, INC. has recommended approval of FPA # 6RET for the release of retainage amount of \$ 123,201.25. Included with this final pay application is the Contractor's Warranty Bond with a "Consent of Surety Form".

At this time, I am requesting that the Board approve the recommendation from Donohue and Associates, INC. for the payment of FPA 6RET, and release of the Retainage Funds as presented. 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. Brackney INC. Final Pay Application #6RET
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
Gregg Morelock, City Attorney
Lori Elmore, Clerk-Treasurer



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

January 15, 2025

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

Re: Southside Water Improvements Project - Southside Water Main Extension and Replacement
Application for Payment 6Ret FINAL - Brackney, Inc.
Donohue Project No. 14365

Dear Mr. Gill,

Attached is a copy of the 6thRET, and final, Application for Payment submitted by the Brackney, Inc. for this project. The payment application reflects final payment due the Contractor on the project of \$123,201.25, which is the release of the retainage relating to the completion of the project. This retainage is currently being held by the City of Greenfield in an account at First Financial Bank.

It is Donohue's opinion that the Contractor has met the pertinent requirements of the construction contract, including subsequent discussions related to the completion of the future punch list items, for the completion of this project, and as such, recommends final payment, including full retainage, be issued to the Contractor.

Enclosed with this pay application are updated lien waivers from the General Contractor along with the Contractor's Warranty Bond. A "Consent of Surety Form" has been requested from the Contractor's Bonding agent that acknowledges project completion and will be provided when received.

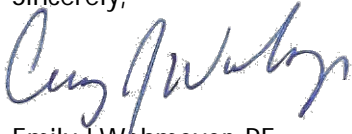
This letter does not convey a warranty of the Contractor's performance under the construction contract, an acceptance of Work that is not in accordance with the contract documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of the Contractor to furnish and perform the Work required of the contract documents.

As such, this letter does not relieve the Contractor of any remaining obligations under the construction contract and is subject to the Owner's reservations of rights with respect to completion and final payment.

It has been a pleasure to work with both you and your staff on this project. Please do not hesitate to contact me if you have any questions related to this letter.

Mr. Charles Gill
Page 2 | January 15, 2025

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 the most prominent part.

Emily J Wehmeyer, PE
Project Manager

APPLICATION AND CERTIFICATE FOR PAYMENT

CUSTOMER# 340

Page 1 of _____

To (Owner): CITY OF GREENFIELD
10 S. STATE ST
GREENFIELD, IN 46140

Project: SOUTHSIDE WATER IMPROVEMENTS
WATER MAIN EXT & RPLCMNT

Application No.: 2360-6ret

Period to: 12/19/2024

From (Contractor): BRACKNEY INC.
2145 STATE ROAD 1
BROOKVILLE, IN 47012

Via (Engineer): DONOHUE & ASSOCIATES

Engineer's Project No.: _____

Contract Date: _____

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner:		Addition	Deduction
TOTAL:			
Approved this month:			
Number	Date		
1	07/09/2024	\$ 282,775.00	
2	12/23/2024		\$ (10,400.00)
Totals:		\$ 282,775.00	\$ (10,400.00)
Net Change by Change Orders:		\$ 272,375.00	

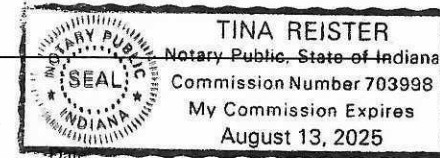
Application is made for Payment, as shown below, in connection with the Contract. Continuation on page 2.

1. ORIGINAL CONTRACT SUM.....	\$	2,191,650.00
2. Net change by change orders.....	\$	272,375.00
3. CONTRACT SUM TO DATE (Line 1+/- 2).....	\$	2,464,025.00
4. TOTAL COMPLETED & STORED TO DATE.....	\$	2,464,025.00
(Column G on page 2)		
5. RETAINAGE:		
a. <u>5</u> % of Completed Work.....	0.00	
(Column D + E on page 2)		
b. _____ % of Stored Material.....	0.00	
(Column F on page 2) A		
Total retainage (line 5a+5b or Total in Column I on page 2).....	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 - Line 5 total).....	\$	2,464,025.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$	2,340,823.75
(Line 6 from previous application.)		
8. CURRENT PAYMENT DUE.....	\$	123,201.25
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 - Line 6).....	\$	0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and the current payment shown herein is now due.

CONTRACTOR: BRACKNEY, INC.
 By: [Signature]
 Date: 12/20/24

State of: Indiana County of: Franklin
 Subscribed and sworn to before me this 20 day of December, 2024.
 Notary Public: Tina Reister
 My Commission expires: 8-13-25



ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract and this Application for Payment the undersigned approves payment to the contractor for the payment due as shown above.

ENGINEER: [Signature]
 Approved By: Emily J Wehmeyer, PE Date: 1/15/25

OWNER'S APPROVAL:
 Recommended By: [Signature] Date: _____
 Approved By: Charles Gill Date: 1/21/25

Continuation Sheet

AIA Document G702, Application and Certificate for payment, containing Contractor's signed Certification, is attached.

Application No.: 2360-6ret
 Application Date: 12/19/2024
 Period To: 12/19/2024
 Architect's Project No.:

A	B	C	D	E	F	G	H	I	
Phase	Description	Scheduled Value	-----Work Completed-----		Materials Stored	Total Comp & Stored	Pct Cmp	Balance to Finish	Retainage Amount
			Previous	This Period					
01	MOBILE/DEMO/ADMIN	102,000.00	102,000.00	5,100.00	0.00	102,000.00	100.00	0.00	0.00
02	TRAFFIC CONTROL	13,500.00	13,500.00	675.00	0.00	13,500.00	100.00	0.00	0.00
03	EROSION CONTROL	16,000.00	16,000.00	800.00	0.00	16,000.00	100.00	0.00	0.00
04	CONNECT DISTB SYSTEM	144,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	CO#1 INCRS 7 CONNECT	59,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	REVISED CONTRACT	204,000.00	204,000.00	10,200.00	0.00	204,000.00	100.00	0.00	0.00
05	8" WATER MAIN	663,600.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	CO#1 INCRSE 16 FT	2,688.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	REVISED CONTRACT	666,288.00	666,288.00	33,314.40	0.00	666,288.00	100.00	0.00	0.00
06	6" VALVE/VALVE BOX	5,000.00	5,000.00	250.00	0.00	5,000.00	100.00	0.00	0.00
07	8" VALVE/VALVE BOX	66,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	CO#1 INCRSE 6 VALVES	21,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	REVISED CONTRACT	87,500.00	87,500.00	4,375.00	0.00	87,500.00	100.00	0.00	0.00
08	8X6 ANCHOR TEE/6" VA	64,800.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	CO#2 INCRS 2 ASSEMBL	21,600.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	REVISED CONTRACT	86,400.00	86,400.00	4,320.00	0.00	86,400.00	100.00	0.00	0.00
	Page Total	1,180,688.00	1,180,688.00	59,034.40	0.00	1,180,688.00	100.00	0.00	0.00

Continuation Sheet

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Application No.: 2360-6ret
 Application Date: 12/19/2024
 Period To: 12/19/2024
 Architect's Project No.:

A	B	C	D		E	F	G	H	I	
Phase	Description	Scheduled Value	-----Work Completed-----			Materials Stored	Total Comp & Stored	Pct Cmp	Balance to Finish	Retainage Amount
			Previous	This Period						
09	WATER SERVICE	155,000.00	0.00	0.00		0.00	0.00	0.00	0.00	0.00
	CO #2 DECRS 1 SERVIC	-5,000.00	0.00	0.00		0.00	0.00	0.00	0.00	0.00
	CO#1 INCRSE 29 SRVCS	145,000.00	0.00	0.00		0.00	0.00	0.00	0.00	0.00
	REVISED CONTRACT	295,000.00	295,000.00	14,750.00		0.00	295,000.00	100.00	0.00	0.00
10	12" WATER MAIN	557,750.00	557,750.00	27,887.50		0.00	557,750.00	100.00	0.00	0.00
11	12" VALVE/VALVE BOX	77,000.00	0.00	0.00		0.00	0.00	0.00	0.00	0.00
	CO#2 DCRS 6 VALVES	-33,000.00	0.00	0.00		0.00	0.00	0.00	0.00	0.00
	REVISED CONTRACT	44,000.00	44,000.00	2,200.00		0.00	44,000.00	100.00	0.00	0.00
12	12X6 ANCHOR TEE/6" V	132,000.00	0.00	0.00		0.00	0.00	0.00	0.00	0.00
	CO#1 INCRSE 1 VLVE	11,000.00	0.00	0.00		0.00	0.00	0.00	0.00	0.00
	REVISED CONTRACT	143,000.00	143,000.00	7,150.00		0.00	143,000.00	100.00	0.00	0.00
13	12" WATER MAIN DIREC	80,000.00	80,000.00	4,000.00		0.00	80,000.00	100.00	0.00	0.00
14	LEAD WATER SVC/METER	114,000.00	0.00	0.00		0.00	0.00	0.00	0.00	0.00
	CO#2 INCRS 1 SRVC	6,000.00	0.00	0.00		0.00	0.00	0.00	0.00	0.00
	REVISED CONTRACT	120,000.00	120,000.00	6,000.00		0.00	120,000.00	100.00	0.00	0.00
	Page Total	1,239,750.00	1,239,750.00	61,987.50		0.00	1,239,750.00	100.00	0.00	0.00

Continuation Sheet

AIA Document G702, Application and Certificate for payment, containing Contractor's signed Certification, is attached.

Application No.: 2360-6ret
 Application Date: 12/19/2024
 Period To: 12/19/2024
 Architect's Project No.:

A	B	C	D	E	F	G	H	I	
Phase	Description	Scheduled Value	-----Work Completed-----		Materials Stored	Total Comp & Stored	Pct Cmp	Balance to Finish	Retainage Amount
			Previous	This Period					
15	8" FAST GRIP GASKETS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	CO#1 8" FG GASKETS	21,886.00	0.00	0.00	0.00	0.00	0.00	0.00	
	REVISED CONTRACT	21,886.00	21,886.00	1,094.30	0.00	21,886.00	100.00	0.00	
16	12" FAST GRIP GASKET	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	CO#1 12" FG GSKTS	21,701.00	0.00	0.00	0.00	0.00	0.00	0.00	
	REVISED CONTRACT	21,701.00	21,701.00	1,085.05	0.00	21,701.00	100.00	0.00	
Final Total		2,464,025.00	2,464,025.00	123,201.25	0.00	2,464,025.00	100.00	0.00	

AFFIDAVIT AND WAIVER OF LIEN

Final Partial Payment to Follow

Kevin Brackney being duly sworn states that he is the President of
(Name of Officer) (Title)
Brackney, Inc. having contracted with City of Greenfield to furnish

certain materials and/or labor as follows for the project known as Southside Water Improvements Water Main
Ext and Replacement

located at Greenfield, IN and owned by City of Greenfield
(OWNER)

and does hereby further state on behalf of the aforementioned contractor:

(PARTIAL WAIVER) that there is due from the OWNER the sum of:

_____ Dollars (\$ _____)

- () receipt of which is hereby acknowledged; or
- () the payment of which has been promised as the sole consideration of this Affidavit and Partial Waiver of Lien which is given solely with respect to said amount and which waiver shall be effective only upon receipt of payment thereof by the undersigned:

(FINAL WAIVER) that the final balance due from the OWNER is the sum of:

One Hundred Twenty Three Thousand Two Hundred One and twenty five cents Dollars (\$ 123,201.25)

- () receipt of which is hereby acknowledged or
- (X) the payment of which has been promised as the sole consideration for the Affidavit and Final Waiver of Lien which shall become effective upon receipt of such payment

THEREFORE, the undersigned waives and releases unto the OWNER of said premises, any and all lien or claim whatsoever on the above-described property and improvements thereon on account of LABOR or material or both, furnished by the undersigned thereto, subject to limitations or conditions expressed herein, if any; and further certifies that no other party has any claim or right to a lien on account of any work performed or material furnished to the undersigned for said project, and within the scope of this affidavit and waiver.

Brackney, Inc. By [Signature] Title President
(Firm) (Authorized Representative)

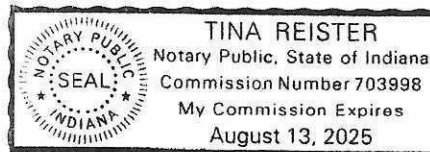
WITNESS MY HAND AND NOTARIAL SEAL this 11 day of December 2024

[Signature]
(Notary Public)

Tina Reister
(Printed)

My Commission Expires 8-13-25

Residing in Franklin County



WARRANTY BOND
City of Greenfield

Instructions:

Successful Bidder must use this form or other form containing the same material conditions and provisions as approved in advance by Owner.

Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute bond.

Surety company executing this bond shall appear on the most current list of "Surety Companies Acceptable on Federal Bonds" as specified in the U.S. Treasury Department Circular 570, as amended, and be authorized to transact business in the State of Indiana.

KNOW ALL MEN BY THESE PRESENTS: that

"Contractor": Brackney, Inc.

and

"Surety": [name] Fidelity and Deposit Company of Maryland
[Address] 1299 Zurich Way
Schaumburg, IL 60196-1056

a corporation chartered and existing under the laws of the State of Maryland, and authorized to do business in the State of Indiana,

are held and firmly bound unto the City of Greenfield, Indiana hereinafter called Owner/Obligee, in the penal sum of Two Hundred Forty Six Thousand Four Hundred Two and 50/100 Dollars, (\$ 246,402.50) in lawful money of the United States, for the payment of which sum well and truly to be made, together with interest at the maximum legal rate from date of demand and any attorney fees and court costs incurred by Owner/Obligee to enforce this instrument, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has entered into a certain Agreement with the Owner/Obligee, dated as of the 11th day of October, 20 23, by which Contractor has agreed to perform and furnish certain Work for or in furtherance of construction of public improvements described generally as

Southside Water Improvements; Southside Water Storage Tower and Improvements

which Agreement, and the "Contract Documents" as referred to therein, are hereby incorporated herein by reference;

WHEREAS, Contractor has installed and completed and met all improvements, installations and requirements applicable to the above described Work, but said improvements and installations have not yet been accepted for public maintenance; and

WHEREAS, the Owner/Obligee requires a guarantee from the Contractor against defective materials and workmanship in connection with such maintenance.


NOW, THEREFORE, Contractor warrants the workmanship and all materials used in the construction, installation and completion of said Work, including all improvements and installations thereof, to be of good quality and constructed and completed in a workmanlike manner in accordance with the Agreement and Contract Documents and all local, state and federal laws, ordinances, rules, standards and regulations applicable to said Work;

FURTHERMORE, the conditions of the Surety's obligation hereunder are such that if Contractor at his own expense, for a period of 3 years, commencing on the date of Substantial Completion, shall make all repairs or replacements thereto which may become necessary by reason of improper or defective workmanship or materials, or any failure thereof to conform to the provisions of the Agreement or Contract Documents, then Surety's obligation is to be null and void; otherwise such obligation shall remain in full force and effect. Any repairs or replacements made under this Bond shall in like manner be subject to the terms and conditions hereof.

Contractor and Surety covenant that all action required by law to be taken by them to authorize the execution and delivery of this bond have been previously been taken, that the officers whose signatures appear below have been fully empowered to execute and deliver this instrument and that once executed and delivered, it shall represent the lawful and binding obligation of the parties.

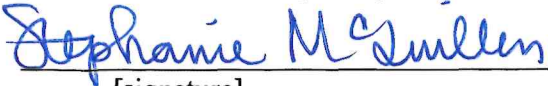
IN WITNESS WHEREOF, this instrument is executed in 3 (number) counterparts, each one of which shall be deemed an original, this the 23rd day of December, 2024.

CONTRACTOR: Brackney, Inc.
[name]

By:  Kevin Brackney
[signature] [printed name]

ATTEST: , Secretary
[signature]

SURETY: Fidelity and Deposit Company of Maryland
[name]

By: , Attorney-in-Fact
[signature]

Stephanie McQuillen Huntington Insurance Inc.
[printed name] 519 Madison Avenue, Toledo, OH 43604
[address]

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Denise NELSON, Neal W. SMITH, Julieann JOHNSTON and Shelley M. KUHN, Heather WOJCIECHOWSKI of Columbus, OH; Stephanie MCQUILLEN of Toledo, OH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

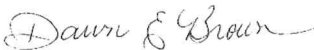
IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 22nd day of August, A.D. 2024.

**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Thomas O. McClennan*
Vice President





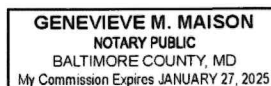
By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 22nd day of August, A.D. 2024, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Thomas O. McClellan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 23rd day of December, 2024.



MJ Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790