



Greenfield Engineering & Planning

10 South State Street
Greenfield, IN 46140
Phone: (317) 477-4320
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April 28, 2026

Board of Public Works and Safety
10 S. State Street
Greenfield, IN 46140

Re: Award and Notice to Proceed to Kindred Excavating
Riley Park Bridge Replacement Project

Dear Members,

The City advertised bids for the Riley Park Bridge Replacement Project. The project consists of the removal of two pedestrian bridges and abutments, and construction of two new pre-fabricated bridges, abutments, and related work.

The following were received and publicly opened on April 14, 2026:

\$329,930.00	Kindred Excavating
\$537,000.00	United Construction
\$550,000.00	Force Construction
\$659,000.00	Dave O'Mara Contractor
\$781,915.00	Hoosier Pride
\$797,759.00	HIS Constructors

The Common Council established a budget of \$800,000.00 for this project. Based on the bids received, the low bid from Kindred Excavating in the amount of \$329,930.00 is within the approved budget.

The City's design engineer, Weihe Engineering, reviewed the bids and provided a recommendation to award the contract to Kindred Excavating as the lowest responsive and responsible bidder. Kindred has submitted the required bonds, insurance, and other contract documents. Staff recommends that Kindred be issued a Notice to Proceed effective May 1, 2026. The anticipated delivery date of the bridges will be about 27 weeks from placing the order.

The recommended motion is to:

- A. Award the contract for the Riley Park Bridge Replacement Project to Kindred Excavating in the amount of \$329,930.00; and
- B. Issue a Notice to Proceed effective May 1, 2026.

Respectfully submitted,

Glen E. Morrow, PE
City Engineer



LETTER OF RECOMMENDATION

Date: April 20, 2026
Project: Riley Park Bridge Replacement Project
Weihe Job Number: W24-0749

To whom it may concern,

After reviewing the bids submitted for the project on April 14, 2026, we have determined Kindred Excavating Group LLC to be the lowest responsible and responsive bidder. Subject to review and approval by City of Greenfield's legal counsel and contract procurement standards, we recommend that Greenfield Board of Works award a contract to Kindred Excavating Group LLC for the amount listed below.

\$329,930 Base Bid

Please let me know if you have any questions or concerns.

A handwritten signature in black ink, appearing to read "Michael Krossschell", written in a cursive style.

Michael Krossschell, RLA
Senior Landscape Architect

AGREEMENT
City of Greenfield

THIS AGREEMENT is made and entered into as of the 28th day of April, 2026.

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”: Kindred Excavating Group LLC
4231 S 800 W New Palestine IN 46163

concerning the following:

“PROJECT”: **W24-0749: RILEY PARK BRIDGE REPLACEMENT PROJECT**

“WORK”: **Removal of two pedestrian bridges and abutments, and construction of two new pre-fabricated bridges, abutments, and related work.**

“ENGINEER”: **Glen E. Morrow**

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 Three hundred twenty nine thousand nine hundred thirty dollars and zero cents Dollars (\$ 329,930.00).
- 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 May 1, 2027, and Final Completion on or before June 1, 2027.**
- 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 28th day of April, 2026.

Firm Name Kindred Excavating Group LLC

Address 4231 S 800 W New Palestine IN 46163

Telephone No. 317-862-1077 Fax No. _____

By: Ashley Kindred
Signature

Printed: Ashley Kindred

Title: Member

“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 J. Breese, Member

Katherine N. Locke, Member

Glenna Shelby, Member

ATTEST:

Lori Elmore, Clerk Treasurer

Date: _____

Notice to Proceed

Date: 04/28/2026

Project: Riley Park Bridge Replacement Project	
Owner: City of Greenfield	Owner's Contract No.:
Contract:	Engineer's Project No.:
Contractor: Kindred Excavating Group, LLC.	
Contractor's Address: 4231 S. 800 W	
New Palestine, IN 46163	

You are notified that the Contract Times under the above Contract will commence to run on 05/01/2026. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the date of Substantial Completion is May 1, 2027, and the date of final completion is June 1, 2027.

Also, before you may start any Work at the Site, you must:

1. Submit required bonds and insurance certificates if not already approved.
2. Obtain all necessary permits and coordinate utility locates before beginning work.
3. Schedule the pre-construction conference with the City/Engineer.

Kindred Excavating Group, LLC.

City of Greenfield

Ashley Kindred Digitally signed by Ashley Kindred
Date: 2026.04.21 09:04:06 -04'00'

Owner

Guy Titus

Authorized Name and Signature

Authorized Name and Signature

Member

Mayor

Title

Title

4/21/2026

04/28/2026

Date

Date