

Tracy Maloy

From: Daryl K. McConnell
Sent: Wednesday, June 3, 2026 1:04 PM
To: Randy Harvey; Todd Sattison
Cc: Nate Crawl; Tracy Maloy; Anita J. Akey; Lorrie K. Pontius
Subject: Cedar Street Water and Sewer Improvements Phase I (construction POs needed from Water & WPC)
Attachments: fully executed_00350 Agreement for Krafft.pdf; NTP Krafft Water Solutions LLC.pdf; Phase I 100% Cost Split FINAL.pdf

Randy and Todd,

Please find attached the fully executed agreement/contract and NTP for the project. Also attached is the Mayor's cost proportions for Water and WPC, as stated below.

Water	\$785,775.00
WPC	\$509,107.00
 Total	 \$1,294,882.00

Please proceed with creating POs and if you would please provide me a copy, thank you.

Daryl



Daryl K. McConnell, PLS

Director of Engineering

ENGINEERING DEPARTMENT

210 S Cedar St, 2nd Floor

Auburn, IN 46706

260.925.8264 [office] ext 1401

260.570.2030 (cell)

dkmccconnell@ci.auburn.in.us

"Home of the Classics"

NOTICE TO PROCEED

Owner:	City of Auburn, Indiana	Owner's Contract No.:	
Contractor:	Krafft Water Solutions, LLC	Contractor's Project No.:	
Engineer:	Wessler Engineering, Inc.	Engineer's Project No.:	289325
Project:	Cedar Street Water & Sewer Improvements, Phase I	Contract Name:	Cedar Street Water & Sewer Improvements, Phase I
		Effective Date of Contract:	June 2, 2026

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on June 2nd, 2026.

On that date, Contractor shall start performing its obligations under the Contract Documents. In accordance with the Agreement, no Work including mobilization shall be done at the Site prior to October 5th, 2026, and the Work will be substantially completed no later than February 15th, 2027 and reach final completion and be ready for final payment by May 15th, 2027.

Owner: City of Auburn, Indiana

By: 
David E. Clark

Title: Mayor of Auburn

Date Issued: 6/2/26

Copy: Engineer

AGREEMENT

THIS AGREEMENT is dated this 2nd day of June, 2026, by and between City of Auburn ("Owner") and Krafft Water Solutions, LLC ("Contractor").

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Cedar Street Water and Sewer Improvements Phase I.

ARTICLE 2 – ENGINEER

- 2.01 The Project has been designed by Wessler Engineering, Inc. The Owner has retained the following firms to act as Owner's representative, assume all duties and responsibilities of Engineer, 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.

Engineer (Design): Wessler Engineering

Engineer (Construction): Wessler Engineering

Resident Project Representative: City of Auburn

ARTICLE 3 – CONTRACT TIMES

- 3.01 All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 3.02 The Work including mobilization shall commence no earlier than October 5, 2026. No Work will be done at the site prior to such date.
- 3.03 The Work will be substantially completed no later than February 15, 2027, as provided in Paragraph 4.01 of the General Conditions, and reach final completion and be ready for final payment by May 15, 2027, in accordance with Paragraph 15.06 of the General Conditions.
- 3.04 The Work is considered substantially complete when all of the work is complete and in service, with the exception of pavement restoration and layout yard restoration.
- 3.03 Liquidated Damages
- A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial and other losses if the Work is not completed within the times specified in Paragraph 3.02 above, plus any extensions thereof allowed in accordance

with the Contract Documents. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), the Owner, in the form of a Change Order, shall deduct from the monies due the Contractor \$1,000.00 for each calendar day that expires after the time specified in Paragraph 3.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, the Owner, in the form of a Change Order, shall deduct from the monies due the Contractor \$1,000.00 for each day that expires after the time specified in Paragraph 3.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 4 – CONTRACT PRICE

- 4.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds as follows, subject to adjustments under the Contract:

One Million, Two Hundred & Ninety Four Thousand, Eight Hundred & Eighty Two Dollars

(words)

(\$1,294,882.00)

(figure)

For all Work, at the prices stated in Contractor's Basis of Bid, attached hereto as an exhibit.

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and Engineer will determine the actual quantities and classifications of Unit Price Work performed by the Contractor.

ARTICLE 5 – PAYMENT PROCEDURES

- 5.01 Submittal and Processing of Payments

- A. 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.

- 5.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer on a monthly basis during performance of the Work as provided in Paragraph 5.02.A.1 below. 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 Documents.

1. 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 Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract Documents.

2. The Owner shall withhold three percent (3%) of the dollar value for all Work for the project. At the Owner's discretion, the retainage to be withheld will be three percent (3%) of all Work satisfactorily completed. When the Work is substantially complete (operational or beneficial occupancy), the retained amount may be reduced below three percent (3%) to only that amount necessary to assure completion. On completion and acceptance on a part of the Work on which the price is stated separately in the Contract Documents, payment may be made in full, including retained percentages, less authorized deductions.

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to one hundred percent (100%) of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less two hundred percent (200%) of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

5.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph.

ARTICLE 6 – CONTRACTOR'S REPRESENTATIONS

- 6.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and any data and reference items identified in the Contract Documents.
- B. 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.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. 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.
- E. Contractor has considered the information known to Contractor itself; 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 the Site-related reports and drawings identified in the Contract Documents, 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; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no 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.
- G. 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.
- H. 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.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 7 – CONTRACT DOCUMENTS

7.01 Contents

A. The Contract Documents consist of the following:

- 1. Contractor's Bid
- 2. Bid Bond
- 3. Drug Testing Plan Certification
- 4. Agreement
- 5. Performance Bond
- 6. Payment Bond
- 7. Warranty Bond
- 8. General Conditions
- 9. Supplementary Conditions

10. IRS Form W-9
11. E-Verify of Work Eligibility Status
12. Affidavit Concerning Employment of Unauthorized Aliens
13. Affidavit Concerning Investment Activities in Iran
14. Specifications as contained in Project Manual dated April 2026.
15. Drawings consisting of 20 sheets dated April 2026.
16. Addenda
 - a. No. 1 dated April 24, 2026
 - b. No. 2 dated April 30, 2026

The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Notice to Proceed
 - b. Change Order(s).
 - c. Work Allowance Authorization
 - d. Completion Affidavit
 - e. Certificate of Substantial Completion
- B. There are no Contract Documents other than those listed above in this Article 7.
- C. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 8 – MISCELLANEOUS

8.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

8.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the

contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.05 Contractor's Certifications

- 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 8.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything 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.

8.06 Contractor's Warranty

- A. Contractor acknowledges that all materials and workmanship shall be guaranteed to the City of Auburn for three (3) years by Contractor providing a Maintenance Bond or Warranty Bond in the amount of ten percent (10%) of the final construction contract price. The Warranty period shall begin on the date of Substantial Completion and the Maintenance Bond or Warranty Bond shall be submitted with the final pay application.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute one and the same Agreement. An electronic, telecopied, or facsimile signature shall be equivalent to and as binding as an original signature.

This Agreement will be effective on June 2, 2026 (which is the Effective Date of the Agreement).

OWNER: City of Auburn, Indiana

Signature: _____

Printed Name: David E. Clark

Title: Mayor of Auburn

[CORPORATE SEAL]

Attest: _____

Title: Clerk - Treasurer

Address for giving notices:

210 E. Ninth St.

Auburn, IN 46706

CONTRACTOR:

Signature: _____

Printed Name: Kyla Krafft

Title: Owner

[CORPORATE SEAL]

Attest: _____

Title: Owner

Address for giving notices:

5543 County Road 60

Saint Joe, IN 46785

License No.: _____

(Where applicable)

(If Contractor is a corporation or a partnership or a joint venture, attach evidence of authority to sign.)