

**BOARD OF PUBLIC WORKS AND SAFETY
Agenda Request Form**

(Form B-01-2012)

Organizations and individuals are asked to submit a request form and supporting documents to be placed on the agenda. You will be contacted by the City confirming the date of the meeting in which your request will be heard. Please make sure that your contact information is accurate in case we need to get in touch with you. The Board of Works meets on the 1st and 3rd Monday of each month at 5:00 p.m. in City Hall located at 70 E. Monroe Street.

Date Submitted:	June 13, 2017	Meeting Date:	June 19, 2017
Contact Information:			
Requested by:	M. Richards		
On Behalf of Organization or Individual: City of Franklin			
Telephone:	317.736.3631		
Email address:	mrichards@franklin.in.gov		
Mailing Address:	70 E Monroe St, Franklin, IN 46131		
Describe Request:			
Request award of contract for <u>2017 Maintenance Improvement Program: Asphalt Milling, Patching and Resurfacing</u> , authorize Mayor Barnett to sign the agreement on behalf of the Board, and authorize City Engineer to issue Notice of Award and Notice to Proceed.			
List Supporting Documentation Provided:			
Bid tabulation, Bid Opening Meeting Minutes, Contract with Dave O'Mara Paving			
Who will present the request?			
Name:	M. Richards	Telephone:	317.736.3631

In order for an individual and/or agency to be considered for new business on the Board of Works agenda, this reservation form and supporting documents must be received in the Mayor's office no later than 4:00 p.m. on the Wednesday before the meeting.

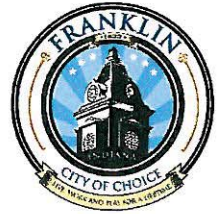


BID OPENING

City of Franklin, Indiana
2017 Maintenance Improvement Program
Asphalt Milling, Patching, and Resurfacing

TIMELY RECEIVED		BIDDER NAME/ADDRESS/TELEPHONE	Division A	Division B	Division C	TOTAL BASE BID	Bid Bond	Form 96	Financial Statement
	1	Calumet Civil Contractors, Inc., Attn: Jeff Thixton (jthixgon@calumetcivil.com), 4898 Fieldstone Drive, Whitestown, Indiana 46075, 317-769-1900, Fax 317-769-7424							
✓	2	Dave O'Mara Contractor, Inc., Attn: Jeff Fuller (jeff@daveomara.com), 1100 East O & M Avenue, North Vernon, Indiana 47265, 812-346-4135, Fax 812-352-1235	\$454,532.60	\$118,780.75	\$315,452.20	\$888,765.55	✓	✓	✓
✓	3	Milestone Contractors, L.P., Attn: Mike Ferrara (mike.ferrara@milestonelp.com), 3410 S 650 E, Columbus, Indiana 47203, 812-579-5330, Fax 812-579-6703	\$480,818.75	\$135,182.00	\$317,669.50	\$933,670.25	✓	✓	✓
	4								
	5								
	6								

Bid Opening: June 12, 2017, 3:03 p.m.
Closing time: 3:11 p.m.



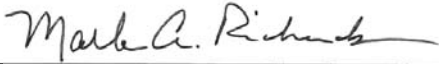
"2017 Maintenance Improvement Program"

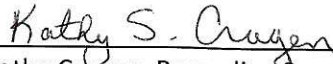
The meeting was called to order at p.m. Two (2) bids were picked up, both were received in a timely manner and are recorded as follows:

TIMELY RECEIVED		BIDDER NAME/ADDRESS/TELEPHONE	BASE BID PRICE
✓	1	Dave O'Mara Contractor, Inc. 1100 E. O & M Avenue North Vernon, IN 17265	\$888,765.55
✓	1	Milestone Contractors, L.P. 3410 S 650 E Columbus, IN 47203	\$933,670.25

The above bid will be taken under advisement for further review by Legal, Engineering, and Street Departments for completeness and accuracy. The Contract may be awarded at the Board of Public Works and Safety meeting on June 19, 2017 at 5:00 P.M.

Meeting Adjourned: 3:11 P.M.


Mark Richards, City Engineer


Kathy Cragen, Recording Secretary

AGREEMENT
BETWEEN
THE CITY OF FRANKLIN

AND
Dave O'Mara Contractor, Inc.

FOR
2017 Maintenance Improvement Program; Asphalt Milling, Patching, and Resurfacing

THIS AGREEMENT, executed by and between the City of Franklin, Indiana (hereinafter "CITY"), and Dave O'Mara Contractor, Inc. (hereinafter "CONTRACTOR");

WITNESSETH THAT:

WHEREAS, CITY is desirous of retaining CONTRACTOR'S services for Construction of Maintenance Improvement Program; 2017 Asphalt Milling Patching and Overlay (more particularly described in Attachment A, "Scope of Work"); and

WHEREAS, CONTRACTOR is capable of performing all applicable work required of the project as per its bid on the Bid Summary sheet; and

WHEREAS, said bid was determined to be the lowest, responsible, and responsible bid per said Bid Summary Sheet.

NOW, THEREFORE, in consideration of the mutual promises hereinafter enumerated, the parties agree as follows:

ARTICLE 1. TERM

1.01 This Agreement shall be in effect upon execution of this Agreement by all parties.

ARTICLE 2. SERVICES

2.01 CONTRACTOR shall complete all work required under this Agreement by October 15, 2017. Substantial Completion shall be considered to be completion of all work.

2.02 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be determined by reference to the then current INDOT Schedule of Liquidated Damages for Each Day of Overrun in Contract Time. CONTRACTOR agrees

to pay CITY said damages or, in the alternative, CITY, at its sole discretion may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law.

- 2.03** CONTRACTOR agrees that no charges or claims for damages shall be made by it for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specifies in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting of CONTRACTOR to proceed to complete any service, or any part of the, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY or any of its rights herein.

ARTICLE 3. COMPENSATION

- 3.01** CONTRACTOR shall provide services as specified in Attachment A, "Scope of Work", attached hereto and incorporated into this Agreement
- 3.02** Upon approval of properly submitted claims, CITY shall compensate CONTRACTOR the total sum of *Eight hundred eighty-eight thousand seven hundred sixty-five dollars and 55 cents (\$ 888,765.55)*. The approval of the claims shall be at the sole discretion of the CITY to be approved only upon compliance with the terms of this contract. Said approval not to be unreasonably withheld. CITY may withhold payment, in whole or in part to the extent necessary to protect itself from a loss on account of any of the following:
1. Defective work
 2. Evidence indicating the probable filing of claims by other parties against CONTRACTOR which may adversely affect CITY.
 3. Failure of CONTRACTOR to make payments due to subcontractors, material suppliers or employees.
 4. Damage to CITY or a third party
- 3.03** The submission of any request for payment shall be deemed a waiver and release by CONTRACTOR of all liens and claims with respect to the Work and period to which such payment request pertains except as specifically reserved and noted on such request. The payment of the claim shall constitute a waiver and release by Contractor of all liens and claims for payment with respect to the work and period to which payment was submitted
- 3.04** CONTRACTOR shall maintain proper account records for the scope of all services of this Agreement and provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by CITY'S representatives at reasonable business hours.
- 3.05** CONTRACTOR shall comply in full with all provisions of IC 5-6-13, including but not limited to IC 5-6-13-7 & 8 and said provisions are incorporated by reference herein as specific requirements of this contract.

ARTICLE 4. GENERAL PROVISIONS

4.01 **Indemnification:** The Work performed by the Contractor shall be at the risk of that Contractor exclusively. To the fullest extent permitted by law, Contractor shall indemnify, defend (at their sole expense) and hold harmless the City of Franklin and their employees (“Indemnified Parties”), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys’ fees and costs, and consultants’ fees and costs) (“Claims”) which arise or are in any way connected with the Work performed, materials furnished, or Services provided under this Agreement by the Contractor or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of the Contractor, its employees or agents, whether active or passive. The Contractor’s indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated.

4.02 **Abandonment, Default, and Termination**

4.02.01 CITY shall have the right to abandon the work contracted for in this Agreement without penalty. If CITY abandons the work described herein, CONTRACTOR shall deliver to CITY all surveys notes, drawings, specifications and estimates completed or partially completed and these shall become the property of CITY. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by CONTRACTOR under this Agreement and the work which CONTRACTOR was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by CITY and CONTRACTOR. The payment as made to CONTRACTOR shall be paid as a final payment in full settlement of his services hereunder.

4.02.02 If CONTRACTOR defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, CITY may, after seven (7) days written notice to has been delivered to CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to CONTRACTOR. In the alternative, CITY, at its option, may terminate this Agreement and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by CONTRACTOR, and may finish the project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his surety, shall pay the difference to CITY.

4.02.03 Default: If CONTRACTOR breaches this Agreement or fails to perform the work in an acceptable manner, he shall be considered in default. Any one or more of the following will be considered a default:

1. Failure to begin work under this Agreement within the time specified.

2. Failure to perform the work with sufficient supervision, workmen, equipment, and materials to insure prompt completion of said work.
3. Unsuitable performance of the work as determined by the City Engineer and his/her representative.
4. Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
5. Discontinuing the prosecution of the work or any part of it.
6. Inability to finance the work adequately
7. If, for any other reason, CONTRACTOR breaches this Agreement or fails to carry on the work in an acceptable manner.
8. Failure to comply with applicable federal or state laws and regulations or local ordinances.

4.02.04

CITY shall send CONTRACTOR a written notice of default. If CONTRACTOR, or his Surety, within a period of (10) days after such notice, fails to remedy the default, then CITY shall have full power and authority, without violation of the Agreement, to take the prosecution of the work out of the hands of said CONTRACTOR, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may at his option, turn the work over to the Surety, or enter into an agreement with another Contractor for the completion of the Contract according to the terms and provisions thereof, or CITY may use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner. In the event of emergencies, CITY may take steps to mitigate its damages without said steps being considered a breach of contract by the CITY.

4.02.05

All cost of completing the work under the Contract shall be deducted from the monies due or which may become due said CONTRACTOR. In case the expenses so incurred by CITY shall be less than the sum which would have been payable under the Contract if it had been completed by said CONTRACTOR, CONTRACTOR shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Contract, CONTRACTOR and its Surety will be liable and shall pay to CITY the amount of said excess. By taking over the prosecution of the work, CITY does not forfeit the right to recover damages from CONTRACTOR or his Surety for his failure to complete the work in the time specified.

4.02.06

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of the Agreement by CITY are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, then CITY shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding in which instance unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriation were received.

4.02.07 CITY agrees that it will make its best effort to obtain sufficient funds, including but not limited to, including in its budget for each fiscal period during the term hereof a request for sufficient funds to meet its obligations hereunder in full.

4.03 Successors and Assigns

4.03.01 Both parties agree that for the purpose of this Agreement, CONTRACTOR shall be an Independent Contractor and not an employee of CITY.

4.03.02 No portion of this Agreement shall be sublet, assigned or otherwise disposed of by CONTRACTOR except with the written consent of the CITY being first obtained. Consent to sublet, assign, or otherwise dispose of any portion of this Agreement shall not be construed to relieve CONTRACTOR of any responsibility of the fulfillment of this Agreement.

4.03.03 CONTRACTOR shall comply in all regards with IC 5-6-13-9 through 12 relating to CONTRACTOR tiers.

4.04 Extent of Agreement: Integration

4.04.01 This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:

1. This Agreement
2. Technical Specifications (Attachment A, "Bid Documents and Specifications")
3. Where applicable, Bid Prices (Attachment B)
4. Upfront Specifications (Attachment A)
5. Information for Bidders (Attachment A)
6. Advertisement
7. CONTRACTOR'S submittals
8. The current construction design standards and specifications for the City of Franklin
9. The current Indiana Department of Transportation Standard Specifications and the latest addendums.
10. The current construction specifications and details for Indiana American Water Company for water mains
11. All plans as provided for the work that is to be completed.
12. Affidavit of Compliance with applicable law.
13. Certification that CONTRACTOR is a properly certified contractor approved by INDOT or INDOA.

4.04.02 In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by CONTRACTOR, and other rights and obligations of CITY and CONTRACTOR, the document expressing the greater quantity, quality or other scope of work in question, or imposing the greater obligation upon CONTRACTOR and affording the greater right or remedy to CITY shall govern;

otherwise the documents shall be given precedence in the order as enumerated above.

4.05 Insurance

4.05.01 CONTRACTOR shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect it from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any or all of them, or by anyone for whose acts any of them maybe liable.

<u>Coverage</u>	<u>Limits</u>
A. Workmen's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$500,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$500,000 each employee
C. Commercial General Liability (Occurrence Basis)	\$1,000,000
Bodily Injury, personal injury, property damage, Contractual liability, products-completed operations	
General Aggregate Limit (other than Products/ Completed Operations)	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (any one fire)	\$50,000
Medical Expense Limit (any one person)	\$5,000
D. Comprehensive Auto Liability (single limit, owned, Hired, and non-owned)	\$1,000,000 each accident
Bodily injury and property damage	\$1,000,000
Umbrella Excess Liability	\$2,000,000 each occurrence and
The Deductible on the Umbrella Liability	Shall not be more than \$10,000

4.05.02 CONTRACTOR'S comprehensive general liability insurance shall also provide coverage for the following:

1. Premises and operations;
2. Contractual liability as applicable to any hold harmless agreements
3. Completed operations and products; which also must be maintained for a minimum period of two years after final payment and CONTRACTOR shall continue to provide evidence of such coverage to CITY on an annual basis during the aforementioned period; and
4. Broad form property damage – including completed operations;
5. Fellow employee claims under Personal Injury
6. Independent Contractors.

4.05.03 With the prior written approval of CITY, CONTRACTOR may substitute different types or amounts of coverage for those specified as long as the total amount of required protection is not reduced.

4.05.04 Certificates of Insurance, naming the City of Franklin as an "additional insured", showing such coverage then in force (but not less than the amount shown above) shall be on file with CITY prior to commencement of work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least thirty (30) days prior written notice has been received by CITY.

4.06 **Necessary Documentation** CONTRACTOR certifies that it will furnish CITY any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Franklin, the State of Indiana and the United States. CONTRACTOR further certifies that it is now and will maintain in good standing with such governmental agencies and that it will keep its license, permit registration, authorization or certification in force during the term of this Agreement. This provision includes but is not limited to the requirement that CONTRACTOR is a properly qualified and certified contractor through INDOT or IDOA as required by law.

4.07 **Applicable Laws** CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, IC 5-16-13; IC 22-5-1.7-11; IC 36-1-12-24, conflicts of interest, public notice, accounting records and requirements. Unless otherwise specified, this Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Franklin.

4.08 **Non-Discrimination**

4.08.01 CONTRACTOR and subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, training, conditions or privileges of employment, because of race, sex, color, religion, national origin, ancestry,

age, handicap, or disabled veteran status. Breach of this covenant may be regarded as a material breach of the Agreement.

4.08.02

CONTRACTOR certifies for itself and all its subcontractors compliance with existing laws of the State of Indiana and the United States regarding:

1. Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, age, handicap, or any other legally protected classification; strongly encourages the use of project site local small businesses, minority-owned business, and women-owned business in its operations.

4.08.03

Further, pursuant to IC 5-16-6-1, Contractor Agrees:

1. That in the hiring of employees for the performance of work under this Agreement or any subagreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.
2. That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account or race, religion, color, sex, national origin, ancestry, handicapped, or any other legally protected classification.
3. That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.
4. That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

4.09 Workmanship and Quality of Materials:

4.09.01

CONTRACTOR shall guarantee the work for a period of one (1) year(s) from the date of substantial completion. Failure of any portion of the work within one (1) year(s) due to improper construction, materials of construction, or design may result in a refund to CITY of the purchase price of that portion which failed or may result in the forfeiture of CONTRACTOR'S Performance Bond.

4.09.02

OR EQUAL. Wherever in any of the Contract Documents an article, material or equipment is defined by using the name of a manufacturer or vender, the term

"Or Equal" or the term "The Equivalent" is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the city of Franklin Engineer or his/her representative. The approval by the ADMINISTRATOR of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents.

4.09.03 CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the City of Franklin Engineer and are not subject to arbitration.

4.10 **Safety** CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. CONTRACTOR shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local.

4.11 **Amendments/Changes**

4.11.01 Except as provided in Paragraph 4.11.02, this Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.

4.11.02 Without invalidating the Agreement and without notice to any surety, CITY may at any time or from time to time, order, in writing, additions, deletions or revisions in the Work. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents.

4.11.03 If CONTRACTOR believes that any direction of CITY under paragraph 4.11.02, or any other event or condition, will result in an increase in the Contract time or price, [No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph] Contractor shall immediately file written notice with the City after the event giving rise to the claim and stating the general nature of the claim with supporting data. Any adjustments increasing the Contract price or time shall be agreed upon in writing.

4.11.04 CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with CITY. No work shall be delayed or postponed pending resolution of any dispute or disagreement except as CONTRACTOR and CITY may otherwise agree in writing.

4.12 **Bond/Surety** CONTRACTOR shall provide CITY with a Performance Bond and Payment Bond in the amount of one hundred percent (100%) of the contract amount.

4.12.01 Failure by CONTRACTOR to perform the work in a timely or satisfactory fashion may result in forfeiture of CONTRACTOR'S Performance Bond.

4.12.02 If the surety on any bond furnished by CONTRACTOR becomes a party to supervision, liquidation, rehabilitation action pursuant I.C. 27-9 et seq. or its right to do business in the State of Indiana is terminated, CONTRACTOR shall, within thirty days thereafter, substitute another bond and surety, both of which must be acceptable to CITY.

4.13 **Payment of Subcontractors** As required by law, CONTRACTOR shall pay all subcontractors, laborers, material suppliers and those performing services to CONTRACTOR on the project under this Agreement. CITY may, as a condition precedent to any payment hereunder, require CONTRACTOR to submit satisfactory evidence of payments of any and all claims of subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR. Upon receipt of a lawful claim, CITY shall withhold money due to CONTRACTOR in a sufficient amount to pay the subcontractors, laborer, material suppliers, and those furnishing services to CONTRACTOR.

4.14 **Remedies** Should Contractor fail to perform its obligations under the terms of this agreement, Contractor agrees that in addition to all other remedies available, Franklin shall be entitled to recover from Contractor the City of Franklin's costs and expenses, including reasonable attorney fees incurred in enforcing this agreement.

4.15 **Written Notice** Written notice shall be considered as served when delivered in person or sent by mail to the individual, firm, or corporation, or to the last business address of such known to CONTRACTOR who serves the Notice. Notice shall be sent as follows:

TO CITY

Name: Mark A. Richards, P.E.

Title: City Engineer

Address: 70 E. Monroe Street

City/State/Zip: Franklin, IN 46131

TO CONTRACTOR

Company Name: Dave O'Mara Contractor, Inc.

Name: Dave O'Mara

Address: 1100 East O and M Avenue, PO Box 1139

City/State/Zip: North Vernon, Indiana 47265

4.16 **Severability and Waiver** In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with the provision of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement.

4.17 **Notice to Proceed** CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the contract within seven (7) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the seven (7) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any contract is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

4.18 **Steel Product**

4.18.01 To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel products are to be utilized or supplied in the performance of any contract or subcontractor, only domestic steel products shall be used. Should CITY feel that the cost of domestic steel is unreasonable, CITY will notify CONTRACTOR in writing of this fact.

4.18.02 Domestic Steel products are defined as follows:
"Products rolled, formed, shaped, drawn extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by open hearth, basic oxygen, electric furnace, bessemer or other steel making process."

4.18.03 The United States is defined to include all territory subject to the jurisdiction of the United States.

4.18.04 CITY may not authorize or make any payment to CONTRACTOR unless CITY is satisfied that CONTRACTOR has fully complied with this provision.

4.19 **Iranian Investments:** The undersigned, both individually and on behalf of the contracting entity certify pursuant to IC 5-22-16.5 that they/it is not engaged in any investment activities in Iran as said investment activity is prohibited by law.

4.20 **Drug Testing:** CONTRACTOR agrees on behalf of contractor, subcontractors and all tier contractors, to comply in full with the provisions of IC 36-1-12-24 requiring mandatory drug tests for employees when the cost of any public works project is greater than \$150,000.00.

WHEREFORE the parties as represented by the signature below agree to all terms set forth within this contract and acknowledge receipt, review, and agreement to the provisions contained herein.

“CONTRACTOR”

Dave O’Mara Contractor, Inc.

By: _____

Signature

Name: Dave O’Mara

Address: 1100 East O and M Avenue

PO Box 1139

North Vernon, Indiana 47265

Attest:

Signature

Printed Name

“FRANKLIN”
City of Franklin

INTRODUCED & APPROVED by the Board of Public Works and Safety of the City of Franklin, Johnson County, Indiana this 19th day of June, 2017.

City of Franklin, Indiana, By its Board of Public Works and Safety

Voting Affirmative

Mayor Steve Barnett

Robert Swinehamer

Melissa Jones

Attest:

Jayne Rhoades, Clerk Treasurer

Prepared by: Lynnette Gray
Attorney No. 11567-41

ATTACHMENT A – SCOPE OF WORK

Bid Specifications

Technical Specifications

Bid Specifications

A. Governing Documents

The applicable of the following documents shall apply except as specifically noted herein:

- i. Indiana Department of Transportation (INDOT) Standard Drawings and Standard Specifications
- ii. INDOT Supplemental Specifications
- iii. City of Franklin Engineering Department Standards
- iv. City of Franklin DPW Standards

Unless otherwise specified within the Bid Documents, whenever any specification, standard, reference material, manual or other similar document is incorporated by reference into any of the contract documents, it shall be deemed to be the latest edition of said item including any and all supplemental addendum, which was in effect on the date of the bid opening for this project.

B. Material Submittals

HMA pavement designs for each mix to be utilized shall be submitted for approval to the City Engineer at least seven (7) days prior to the anticipated construction date. Time for HMA mix design approval will not be considered for contract completion date adjustment as long as the City Engineer submits his review comments within four (4) days of receipt of said mix design.

Aggregate tickets from an INDOT approved source shall be furnished to the City Engineer prior to placement of said material.

C. Completion Dates and Liquidated Damages

The contractor shall complete all work under this contract before October 31, 2017. Construction can begin immediately after the Notice to Proceed has been issued.

The failure to meet the final completion date, as defined herein shall result in liquidated damages according to the current INDOT Schedule of Liquidated Damages for Each Day of Overrun in Contract Time.

D. Holidays When Work is Not Permitted

The contractor may not perform work on the following days:

- i. Sundays (unless otherwise approved by the City Engineer)
- ii. New Year's Day
- iii. Memorial Day
- iv. Independence Day
- v. Labor Day
- vi. Thanksgiving Day
- vii. Christmas Day

E. Work Schedule Submittal

The contractor shall provide a critical path work schedule for the entire project. This schedule shall be submitted to and approved by the City of Franklin prior to the start of

construction and shall be updated as necessary. No work will be allowed until this schedule is submitted and approved; however, the contractor will not be granted any time extension due to this delay.

F. Construction Work Hours

The contractor shall perform all construction activities between the hours of 7:00 am and 7:00 pm unless receiving prior approval from the City.

G. Cooperation with Utilities

It shall be the contractor's responsibility to have all utilities located before construction in a particular area. The contractor shall coordinate with all utilities in the adjustment of these facilities and in order to avoid damage to any facilities. Damage to any of the existing utility facilities during the project caused by the contractor's operations or equipment, shall be repaired by the contractor at no expense to the Owner. This includes sewer, water, gas, electric, telephone, cable, etc. However, if any utilities are exposed and must be relocated for construction to continue, this work shall be performed by the utility, or the contractor shall be reimbursed at an agreed upon price to perform such work. If the utility performs the work, the contractor shall coordinate with the utility in order to expedite said work.

H. Limitations of Operations

When in the judgment of the City, the Contractor has obstructed or closed a portion of the work larger than necessary for proper construction, or is carrying on operations to the prejudice of the work already started, the City may require the contractor to finish that portion of the work which is in progress before any additional portions are started. No loads of material for any construction shall be dispatched from vehicles or plants so late in the day that it cannot be placed, finished and protected to the specifications, or within the hours, set forth in these Bid Documents and Specifications.

I. Existing Conditions

The Contractor shall verify the elevations and measurements of all points where new construction is to match existing conditions prior to the commencement of any construction activities. No direct payment shall be made for this work but the cost thereof shall be included in the costs of the other items of the contract.

J. Protection of Existing Structures, Pipe, and Yard Tile

On this project there are existing storm sewer and sanitary sewer. The Contractor shall take care that these facilities are not damaged. If any of these structures are damaged, the contractor shall be required to repair them at the Contractor's own expense.

Yard tile encountered and affected by the scope of work specified within the Contract Documents shall be given a positive outlet. Any tile damaged by the contractor's operations shall be replaced by the Contractor at the Contractor's own expense...

K. Maintaining Traffic

Unless otherwise directed, or permitted, the work specified shall be arranged and prosecuted in accordance with all applicable provisions of Sections 104.04, 107, 801 and as set out in INDOT Standard Specifications.

The names and telephone numbers of the Contractor's superintendent and one other responsible employee shall be furnished at the pre-construction conference. These employees shall be on call and available at nights, weekends, or during other non-working periods to repair or replace all traffic control devices, which may become damaged or inoperative.

All residences, commercial/private business, and the like immediately adjacent to the construction being performed in accordance with these Bid Documents and Specifications shall be informed at least seven (7) days in advance of road or alley work by written communication in a form approved by the City.

The Contractor shall coordinate with the City on all matters related to the road restrictions.

The contractor shall be prepared to have all construction signs erected for the project as specified by the City.

All temporary traffic control devices not listed separately or adjustments, labor, materials, etc., necessary for the maintenance of traffic as called for within the Bid Documents and Specifications, or as permitted by the City shall be included in the lump sum price for Maintenance of Traffic, as set out in the itemized proposal.

L. Road Closure Notification

The Contractor is to obtain the permission of the City for any full road closures. Access to any residential buildings, commercial/private businesses, and the like shall be maintained throughout any full road closures.

M. Street Cleaning

The Contractor shall provide effective street cleaning throughout the project. Loader-mounted pick-up, power sweepers, or other types of pull type models shall be used for street cleaning. Street cleaning shall also be performed as reasonably requested by the City.

Street cleaning will not be paid directly, but shall be included in the cost of various items of the contract regardless of the amount of times this operation is reasonably requested. Naturally occurring conditions, out of the control of the City, that cause more street cleaning than normal shall not be a valid reason for request of payment for dust control.

N. Undistributed Items

Quantities of undistributed items needed in addition to those shown on the itemized proposal and approved by the City will be paid for at the contract unit price for the quantity used on the project. There shall be no adjustment in the contract unit price if quantities are

less than those shown on the itemized proposal and the item can be deleted entirely without impact to the contract amount. All work involving undistributed items shall be performed only at the direction of the City.

O. Material Acceptance

All aggregate, concrete, bricks and bituminous materials, as well as geotextiles, paving fabrics, Glasgrid, or the like used for the project shall be produced from an approved source and meet the standards outlined in the Technical Specifications Section of these Bid Documents. The Contractor shall submit the names and addresses of the suppliers of these materials for the project to the City at the pre-construction conference. Prior to delivery, the Contractor shall submit to the City a copy of the certification for each material supplier.

P. Restoration of Gutters

Where necessary the Contractor is to restore the flow lines of the gutters of curbed streets. The majority of this work will be done where property owners have extended their driveway over the gutter section and into the street. This work shall not be paid separately, but should be included in the cost of appropriate items. Questions concerning this work shall be directed to the City.

Q. Final Cleanup

The Contractor shall clean up all areas, including inlets, storm pipes, and streets, within the project areas as well as areas disturbed outside of the project areas at the completion of the project. This work shall be done to the satisfaction of the City. Any areas disturbed outside of the project areas shall be restored at no cost to this project.

R. Measured Quantities

The Contractor shall coordinate with the City Engineer on all measured quantities as the project proceeds and all items shall be agreed to prior to submittal for payment.

S. Erosion Control Measures

This shall include the installation of all erosion control measures as needed for the project. All quantities of labor and materials used for the installation of the erosion control measures will not be paid directly, but is to be included in the cost of appropriate items.

T. Permitting

The contractor shall be responsible to obtain all required permits and permissions from the Indiana Department of Transportation and/or the Indiana Louisville Railroad when work infringes on the above's right-of-way. This work will not be paid separately but shall be included in the cost of the appropriate items.

U. Monthly Payment

The Bidder may submit monthly payment requests in a method acceptable to the City. At a minimum monthly payment requests should show the bid item used, quantity of said bid item used, and the price for each bid item.

V. Final Payment

Final payment shall be made once all work has been completed to the satisfaction of the City.

Technical Specifications

A. Road Paving Geotextile

This item will consist of sweeping and cleaning the existing pavement, placement of Tack Coat, and the installation of TRUPAVE Engineered Paving Mat or approved equal, as manufactured by Owens Corning (or approved equal material) per manufacturer's specifications. Any approved equal shall show proof that the material can be milled or recycled. This work shall be paid by the Square Yard (SYS) of Road Paving Geotextile placed. Tack Coat shall not be paid for separately, but shall be included in the unit price of the Road Paving Geotextile.

B. Glasgrid

Glasgrid or a preapproved substitute shall be installed on existing streets where the existing pavement contains a concrete layer. The reinforcement mesh shall be a knitted, glass fiber strand grid with the following characteristics:

1. Tensile strength as per ASTM D 6637
8501 - 100 kN/m x 100 kN/m* (560 Ib/in x 560 Ib/in**) component strand strengths. 8502 - 200 kN/m x 100 kN/m (1120 Ib/in x 560 Ib/in) component strand strengths. (**All metric values are nominal ** All imperial values are approximate*)
2. Area weight as per ASTM D 5261-92
8501 - 370 g/m² (11 oz/yd²) 8502 - 560 g/m² (16 oz/yd²)
3. Coated with a modified polymer coating
4. Elongation at break less than 5% as per ASTM D 6637 e. Melt point above 218°C (425°F)
5. The mesh will be self-adhesive, with sufficient bond to allow normal construction traffic and paving machinery operations.
6. Mesh opening 12.5 mm x 12.5 mm (1/2" x 1/2")

Prior to laying the GlasGrid® mesh, the following surface treatment shall be carried out:

1. Perform any remedial work such as base repairs, crack sealing, pothole filling, leveling course applications, etc., that would normally occur before an asphalt course overlay, as directed by Engineer.
2. The surface temperature before laying the grid shall be between 5°C and 60°C (40°F and 140°F).
3. The surface shall be dry and free of dirt, swept or vacuum cleaned by a mechanical device, as well as freed of oil, vegetation and other debris.

GlasGrid mesh shall be laid out either by hand or by mechanical means under sufficient tension to eliminate ripples. Should ripples occur, these must be removed by pulling the grid tight or in extreme cases (on tight radii), by cutting and lying flat. Transverse joints must be lapped in the direction of the paver by 75-150 mm (3-6 inches). Overlap longitudinal joints 25-50 mm (1-2 inches).

The surface of the GlasGrid mesh shall be rolled with a rubber coated drum roller, or pneumatic tired roller, one or two passes being sufficient to activate the adhesive. Tires must be cleaned regularly with asphalt cleaning agent.

Construction and emergency traffic may run on GlasGrid mesh after being rolled. However, it must be ensured that damage is not caused to the grid by vehicles turning or braking etc., and that the GlasGrid mesh must be kept clean of mud, dust and other materials. Damaged sections shall be removed and patched, taking care to underlap the full roll.

All GlasGrid mesh placed in a day shall be covered with asphalt concrete the same day, within permissible laying temperatures to a minimum compacted thickness of 40 mm (1.5 inches).

GlasGrid mesh must be stored in dry covered conditions free from dust and stocked vertically to avoid misshaped rolls.

GlasGrid mesh must be laid and rolled over ironworks or other obstructions before cutting around the perimeter of the obstructions. Cutting is achieved by using a sharp utility knife.

C. Full Depth Asphalt Patching

This item will consist of areas within the existing pavement and shall include saw-cutting the existing pavement in straight lines, removal of existing pavement section and unstable subgrade material, installation of properly compacted subgrade and of HMA material from subgrade elevation to flush with the existing pavement. The new HMA surface shall match the existing surface grade. All patch area interfaces shall receive an application of Tack Coat.

Pavement section shall be 19" thick for Arterial Streets and shall be Type C HMA:

- 1.5" of 9.5mm Surface on
- 2.5" of 19.0mm Intermediate on
- 3" of 25.0mm Base on
- 12" of Compacted Aggregate #53, Base

Pavement section shall be 13" thick for Collector Streets and shall be Type C HMA:

- 1.5" of 9.5mm Surface on
- 2.5" of 19.0mm Intermediate on
- 3" of 25.0mm Base on
- 6" of Compacted Aggregate #53, Base

Pavement section shall be 11" thick for Local Streets and shall be Type C HMA:

- 1.5" of 9.5mm Surface on
- 3.5" of 19.0mm Intermediate on
- 6" of Compacted Aggregate #53, Base

Payment will be by the ton for Full Depth HMA Patching. All associated work to complete the patch including saw-cutting the existing pavement, removal of existing pavement, tack coat, and removal of any unstable subgrade material shall be included in the cost of Full

Depth HMA Patching. The final grade of the patch shall ensure positive drainage off of the roadway surface.

The cost of saw cutting, excavation and removal of all materials necessary to clear the pavement holes for patching shall be included in the cost of HMA for Patching and Compacted Aggregate for Patching and shall not be paid for as common excavation.

D. Crack Seal

Crack Seal shall be placed at all paving joints created by HMA patching, milling, and paving operations. The contractor shall provide and place sealant in accordance with all applicable requirements of INDOT Standard Specification Section 408 "Sealing Cracks and Joints."

The contractor shall submit to the City the technical data and tested physical and performance properties of the products used and all certificates signed by manufacturers certifying that each material complies with requirements laid out in INDOT Standard Specification Section 900.

The following conditions must be met to ensure the product placed is accepted for payment unless otherwise approved by the City of Franklin:

1. Environmental Limitation: Do not apply crack sealant or filler materials if substrate is wet or excessively damp or if the following conditions are not met:
 - i. Cracks must be clean and free from debris
 - ii. The minimum surface temperature of the pavement shall be equal to or greater than 50° F at time of placement
2. Sealant: Use Crafc0, Inc. Roadsaver 221 Sealant or approved equal
3. Sealant Debonding Material: use Crafc0, Inc. Detack or approved equal
4. Filler Material: Use INDOT AE-90 or approved equal.
5. Filler Debonding Material: Use INDOT #23 or #24 sand or approved equal. Application rate shall be approximately five pounds per square yard.
6. Surface Preparation: Immediately before placing crack sealing or filling materials, utilize compressed air to remove loose and deleterious material from surfaces. Ensure that pavement is clean, dry and ready to receive material
7. Crack Sealant Filler Placing:
 - i. Place crack sealing or filling material in conformance to manufacturer's requirements for quality and safety.
 - ii. Place crack sealing or filling material in conformance to manufacturer's requirements for quality and safety.
 - iii. Material SHALL be squeegeed and the residual band shall be no greater than three inches (3").
 - iv. Where multiple cracks are in close proximity to one another, the area shall be flooded with crack seal or filler material, excess material removed by broom, squeegee, or other approved method and the area dusted with manufactured sand (limestone chips). The area is to be wheel-rolled with a light vehicle (pick-up truck is acceptable) and excess material removed by sweeping.

- v. Place debonding agent “Detack” to hot-pour areas prior to exposing treated cracks to traffic. Place debonding agent in conformance to manufacturer’s requirements for quality and safety.
 - vi. Traffic shall not be allowed on the sealant until it has cured and the possibility of tracking does not exist. The City shall determine when this condition exists.
 - vii. Crack Sealant applied in a mobile set on all streets shall have a sealant debonding material added to prevent tracking.
8. Installation Tolerances - Smoothness: Cracks shall be filled so that the cured material is flush with or slightly below the adjacent pavement. Any excess material applied shall be removed or distributed (squeegee).
9. Field Quality Control
- i. A City representative may inspect the work. The work may be inspected for coverage, bonding of the cured material to cracks, adequate fill height and/or tracking of material.
 - ii. Remove and replace or install additional crack sealant where inspection results or measurements indicate that it does not comply with specified requirements.

E. Mill and Resurfacing

Mill and Resurfacing shall include the milling of the asphalt surface to the approximate depth shown in the work tables. The work is separated into three (3) divisions. Division A consists of patching as directed by City engineering staff, milling 1.5 inches of existing asphalt, overlay of 165 lbs. per square yard HMA Surface Type C, modifying curb ramps to meet current ADA standards, and restoration of pavement markings (stop bars and RR Xing markings). All of the streets in Division A are classified as local streets. Division B consists of patching as directed by City engineering staff, milling 4.5 inches of existing asphalt, overlay of 385 lbs. per square yard HMA Base Type C, 165 lbs. per square yard HMA Surface Type C, and modifying curb ramps to meet current ADA standards. All of the street segments in Division B are classified as minor arterials. Division C consists of patching as directed by City engineering staff, milling 1.5 inches of existing asphalt, overlay of 165 lbs. per square yard HMA Surface Type C, modifying curb ramps to meet current ADA standards, and restoration of pavement markings (stop bars). The cost of sweeping and all other incidental tasks necessary to prepare the roadway for the mill and overlay as well as to return the roadway to its original functionality shall be included in the costs of the items; Milling Asphalt, 1.5”, Milling Asphalt, 4.5”, HMA Base Type C, and HMA Surface Type C.

All asphalt milling shall be paid per SYD, HMA Surface Type C shall be paid for per Ton.

F. Tack Coat

This item will consist of cleaning existing pavement surfaces and application of tack coat per INDOT Standard Specifications, Section 406. Tack Coat will be paid for per Ton.

G. HMA Material

A copy of the INDOT Certified Plant Certificate for the plant(s) producing HMA mixtures for this project shall be submitted one (1) week prior to the beginning of paving operations.

The Contractor shall furnish all labor, material and equipment to prepare the existing road bed for paving. Each bidder shall be responsible for inspecting the project sites and verifying any measurements stated in the project specifications. Preparation shall be such that a smooth transition is obtained from newly paved areas to existing pavements. Payment for preparation will not be paid for directly, but shall be included in the price of the materials to be placed.

In the preparation of an existing asphalt or concrete pavement for paving, the Contractor shall remove dirt, gravel, sod and other debris from the existing pavement, followed by brooming of the pavement surface. Voids, holes or depressions deeper than one (1) inch shall be filled with an HMA mixture and compacted.

The 2016 INDOT Standard Specifications, Section 402, shall apply with the exceptions noted herein. The current version of the INDOT Specifications, Recurring Special Provisions, and Supplemental Specifications are applicable. The material shall be produced from an INDOT Certified HMA Plant, in accordance with Indiana Test Method ITM -583.

The 2012 INDOT Standard Specifications, Section 402.08 shall govern for Recycled Materials.

Coarse aggregate shall be approved materials from an INDOT Certified Aggregate Producer (CAP) source; however, the material shall NOT be or contain gravel.

Mixture types shall be Type C as shown on the Unit Bid Sheet. HMA mixtures shall be produced in accordance with 402.04.

Density for all mixture types will be controlled by 402.15.

Mixture Type	Type C
Design ESAL	9,000,000
Surface	9.5 mm
Surface - PG Binder	70-22
Intermediate	19.0 mm
Intermediate - PG Binder	64-22
Base	25.0 mm
Base - PG Binder	64-22

Recycled materials, up to 15%, may be used as a substitute for a portion of the new material required to produce HMA mixtures. When using greater than 25% RAP the PG Binders listed in the above table shall be changed as follows:

PG 64-22 to PG 64-28
PG 70-22 to PG 70-28

Acceptance of Mixtures: Acceptance shall be based on 402.09. The HMA Certification shall include the PG Binder Grade sent to the project. The attached materials certification form shall be submitted for each day mixture is delivered to the project.

Payment will be made to the Contractor for the accepted quantities of work at the contract bid price per unit. No payment for quantities in excess of those shown in the bidding documents will be made to the Contractor without prior written approval from the City authorizing such additional quantities.

The Contractor shall clean up and properly dispose of any excess materials and debris resulting from the work. The cost of cleanup and disposal will not be paid for directly, but shall be included in the cost of the materials placed.

HMA surface material shall be used to construct the speed humps if speed humps are called out.

H. HMA

Will consist of cleaning existing pavement surfaces; application of tack coat and installation of a HMA, type and thickness as specified elsewhere in these Bid Documents and Specifications. The paver shall be operated (except in subdivisions) utilizing automatic slope and grade controls. The grade leveler device shall be connected to a "ski" assembly, and shall match other requirements set forth in 409.03. Variances due to inconsistencies in existing pavement will be allowed for constructability.

I. Restoration of Pavement Markings

In all locations where milling, patching or overlaying removes the existing pavement markings, the existing pavement markings shall be returned to their existing condition using materials specified in these Bid Documents and Specifications. Stop bars and RR Xing pavement markings shall be paid per Each.

J. Curb Ramps

Curb ramps shall be removed and reconstructed in accordance with current INDOT specifications. The truncated domes on all curb ramps shall consist of steel plate detectable warning elements in accordance with 604.03(g). The Contractor shall utilize radial plates where ramps are placed in radii or as directed by the Engineer. The contractor shall be responsible for determining the extent of ramp reconstruction to meet longitudinal and cross slope requirements. Curb ramp removal and replacement shall be paid per Each.

K. Restoration of Traffic Signal Loops

In all locations where the Contractor encounters traffic signal timing loops they shall be restored following paving operations. Should the Contractor need to remove the loops, the Contractor shall coordinate with the necessary agency to ensure uninterrupted traffic flow while the loops are removed. All traffic signal timing loops shall be replaced and restored following paving operations. Restoration of traffic signal loops shall be paid per Each.

DIVISION A

Road Name	Neighborhood	From	To	Measured SY (GIS)	Paser Rating 2017	Treatment Method	National Functional Class	Notes
Capricorn Drive	Franklin Lakes/Windstar	Dead End (South)	Windstar Boulevard	581	3	Mill and Overlay	Local	2 curb ramps, 1 stop bar
Driftwood Court	Franklin Lakes/Windstar	Franklin Lake Boulevard	Dead End	1,732	3	Mill and Overlay	Local	2 curb ramps, 1 stop bar
Franklin Lakes Boulevard	Franklin Lakes/Windstar	North Shore Court	Lake Shore Court	3,445	3	Mill and Overlay	Local	8 curb ramps
Franklin Lakes Boulevard	Franklin Lakes/Windstar	Lake Shore Court	Shoreline Lane		3	Mill and Overlay	Local	4 stop bars
Lake Shore Drive	Franklin Lakes/Windstar	Franklin Lakes Blvd	Pin Oak Lane	1,874	3	Mill and Overlay	Local	3 curb ramps, 1 stop bar
North Shore Boulevard	Franklin Lakes/Windstar	Shore View Drive	Pin Oak Lane	2,524	3	Mill and Overlay	Local	2 curb ramps, 2 stop bars
Orion Drive	Franklin Lakes/Windstar	North Shore Boulevard	Dead End	1,098	3	Mill and Overlay	Local	2 curb ramps, 1 stop bar
Pin Oak Lane	Franklin Lakes/Windstar	Lake Shore Drive	North Shore Boulevard	1,641	3	Mill and Overlay	Local	1 curb ramp, 2 stop bars
Pin Oak Court	Franklin Lakes/Windstar	North Shore Boulevard	Dead End	1,119	3	Mill and Overlay	Local	1 curb ramp, 1 stop bar
Paris Drive	Hillview	Jennifer Court	Connie Court	5,020	3	Mill and Overlay	Local	6 curb ramps
Paris Drive	Hillview	Connie Court	Clara Court		3	Mill and Overlay	Local	
Paris Drive	Hillview	Clara Court	Red Oak Drive		3	Mill and Overlay	Local	
Hougham Street	Hougham	Jefferson Street	King Street	1,067	3	Mill and Overlay	Local	2 stop bars
Lochry Road	Lochry	Schoolhouse Road	Lochry Court	854	3	Mill and Overlay	Local	2 curb ramps, 1 stop bar
Adams Street	Near Northeast	North Main Street	Water Street	628	3	Mill and Overlay	Local	15 curb ramps
Adams Street	Near Northeast	Water Street	Home Avenue	1,546	3	Mill and Overlay	Local	7 stop bars
Adams Street	Near Northeast	Home Avenue	Johnson Avenue		3	Mill and Overlay	Local	2 RR Xing pavement markings
Home Avenue	Near Northeast	King Street	Adams Street	1,073	4	Mill and Overlay	Local	4 curb ramps, 2 stop bars
Clark Street	Northwood	Walnut Street	Emma Street	1,906	3	Mill and Overlay	Local	
Emma Street	Northwood	Clark Street	Dead End	802	6	Mill and Overlay	Local	1 stop bar
Oliver Avenue	Northwood	North Main Street	Younce Street	3,799	3	Mill and Overlay	Local	3 curb ramps
Oliver Avenue	Lynhurst	Younce Street	Graham Road		3	Mill and Overlay	Local	1 stop bar
Total				30,709				

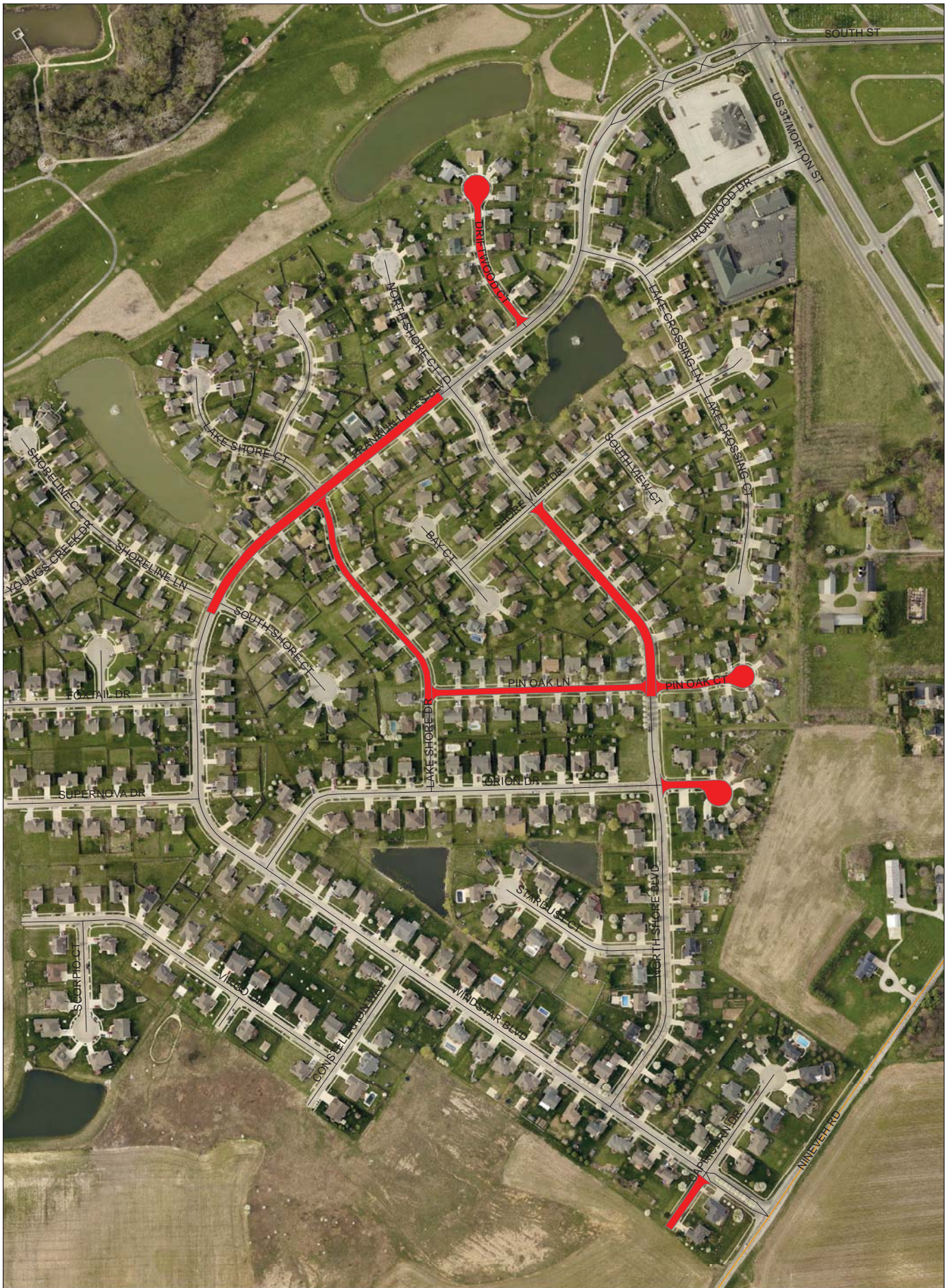
DIVISION B

Road Name	Neighborhood	From	To	Measured SY (GIS)	Paser Rating 2017	Treatment Method	National Functional Class	Notes
Graham Street	Lynhurst	Highland Avenue	Oliver Avenue	4,233	3	Mill and Overlay	Minor Arterial	8 curb ramps
Graham Street	Lynhurst	Oliver Avenue	Patterson Street		3	Mill and Overlay	Minor Arterial	
Graham Street	Lynhurst	Patterson Street	Robinson Street		4	Mill and Overlay	Minor Arterial	
Graham Street	Lynhurst	Robinson Street	A Street		4	Mill and Overlay	Minor Arterial	
Graham Street	Lynhurst	A Street	Herriott Street		4	Mill and Overlay	Minor Arterial	
Total				4,233				

DIVISION C

Road Name	Neighborhood	From	To	Measured SY (GIS)	Paser Rating 2017	Treatment Method	National Functional Class	Notes
Beechwood Court	Knollwood	Fair Oaks Drive	Dead End	1,459	3	Mill and Overlay	Local	1 stop bar
Fair Oaks Drive	Knollwood	Sycamore Court	Beechwood Court	3,607	3	Mill and Overlay	Local	4 curb ramps 2 stop bars
Fair Oaks Drive	Knollwood	Beechwood Court	Magnolia Drive		4	Mill and Overlay	Local	
Fair Oaks Drive	Knollwood	Magnolia Drive	Fair Oaks Court		3	Mill and Overlay	Local	
Fair Oaks Court	Knollwood	Cottonwood Drive	Dead End		4	Mill and Overlay	Local	
Israel Lane	Knollwood	US31	William Avenue	1,804	4	Mill and Overlay	Local	4 curb ramps, 1 stop bar
Israel Lane	Knollwood	William Avenue	Travis Lane	2,845	4	Mill and Overlay	Local	7 curb ramps 4 stop bars
Magnolia Drive	Knollwood	Sycamore Court	Fair Oaks Drive	2,245	5	Mill and Overlay	Local	2 curb ramps, 2 stop bars
Sycamore Court	Knollwood	Magnolia Drive	Dead End	2,540	5	Mill and Overlay	Local	4 curb ramps
Travis Lane	Knollwood	Israel Lane	Dead End	1,163	4	Mill and Overlay	Local	2 curb ramps, 1 stop bar
William Avenue	Knollwood	Israel Lane	Dead End	1,173	4	Mill and Overlay	Local	3 curb ramps, 1 stop bar
Sunflower Court	Arbor Springs	Story Drive	Dead End	1,615	3	Mill and Overlay	Local	2 curb ramps, 1 stop bar
Story Drive	Arbor Springs	Hospital Road	Creekwood Lane	1,806	3	Mill and Overlay	Local	6 curb ramps, 2 stop bars
Creekwood Lane	Arbor Springs	Dead End	North Woodfield Drive	366	3	Mill and Overlay	Local	1 curb ramp
N Woodfield Drive	Arbor Springs	Hospital Road	Creekwood Lane	1,296	4	Mill and Overlay	Local	2 stop bars

Total 20,623

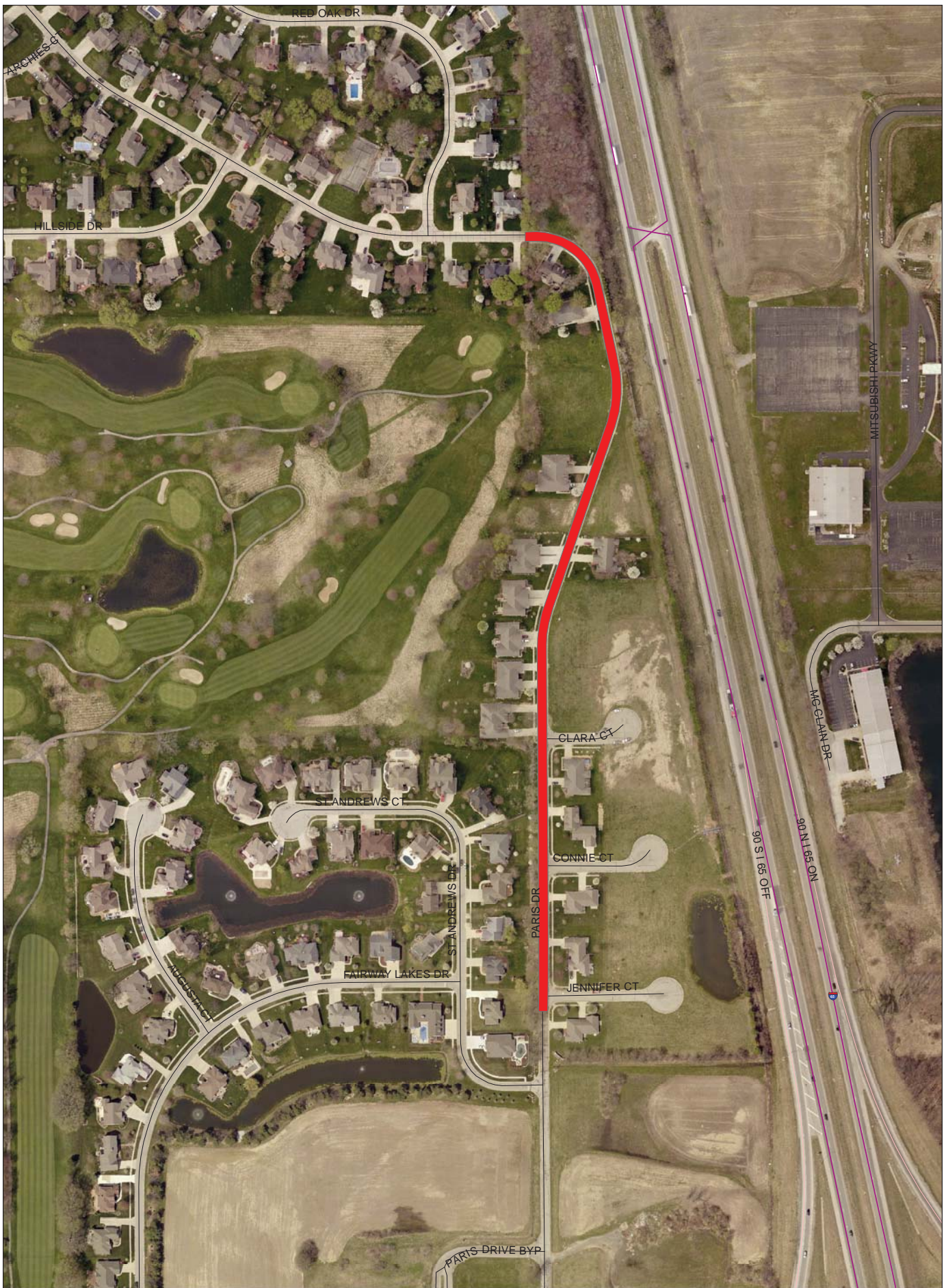


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70 East Monroe Street
Franklin, IN 46131
(317) 736-3631
www.franklin.in.gov
Date: May 22, 2017

MAP #1 **Franklin Lakes/Windstar**



400 200 0 400 Feet

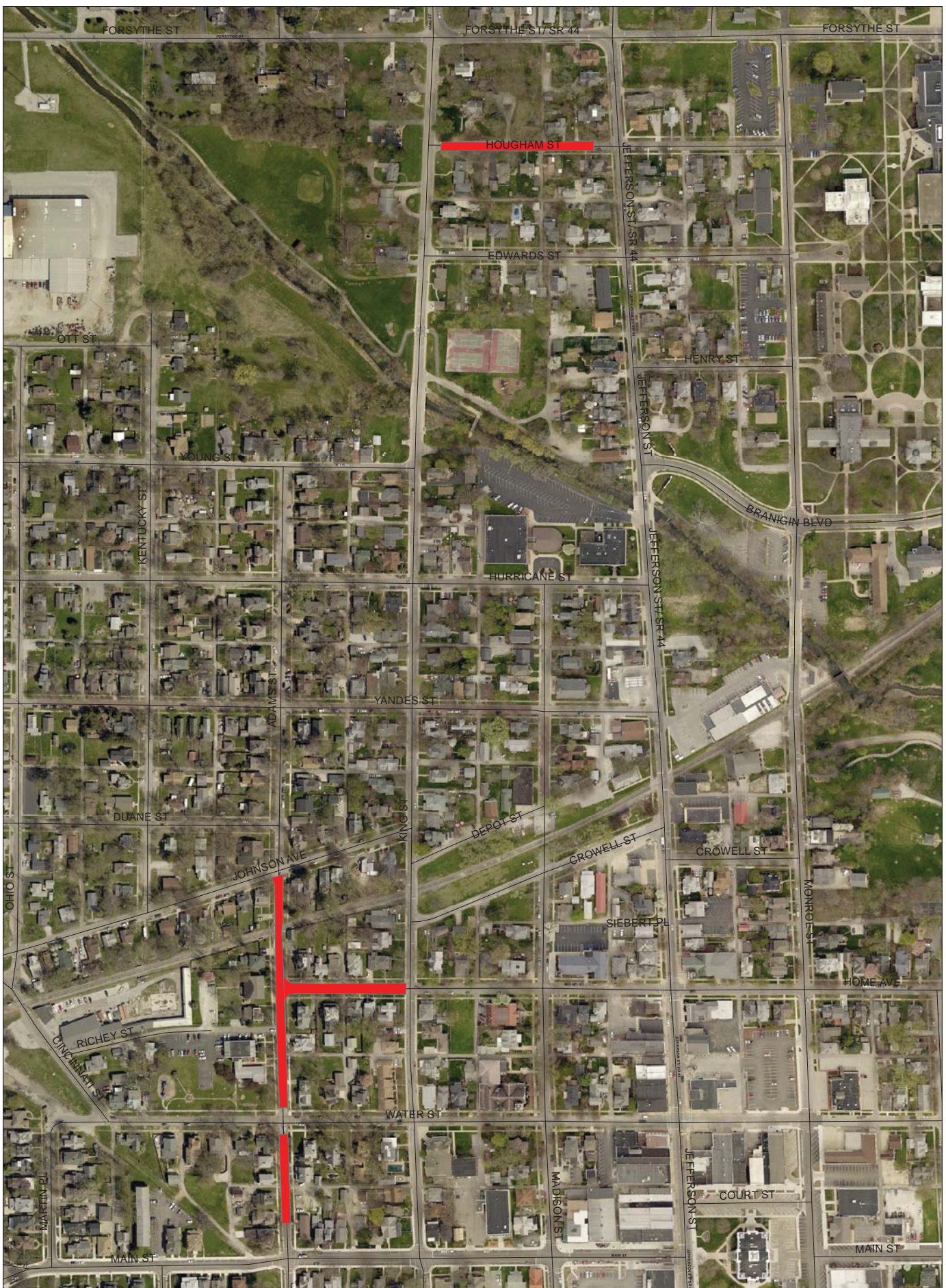


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MAP #2 Paris Estates/Paris Drive



300 150 0 300 Feet



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MAP #3 Hougham St./Adams St./Home Ave.



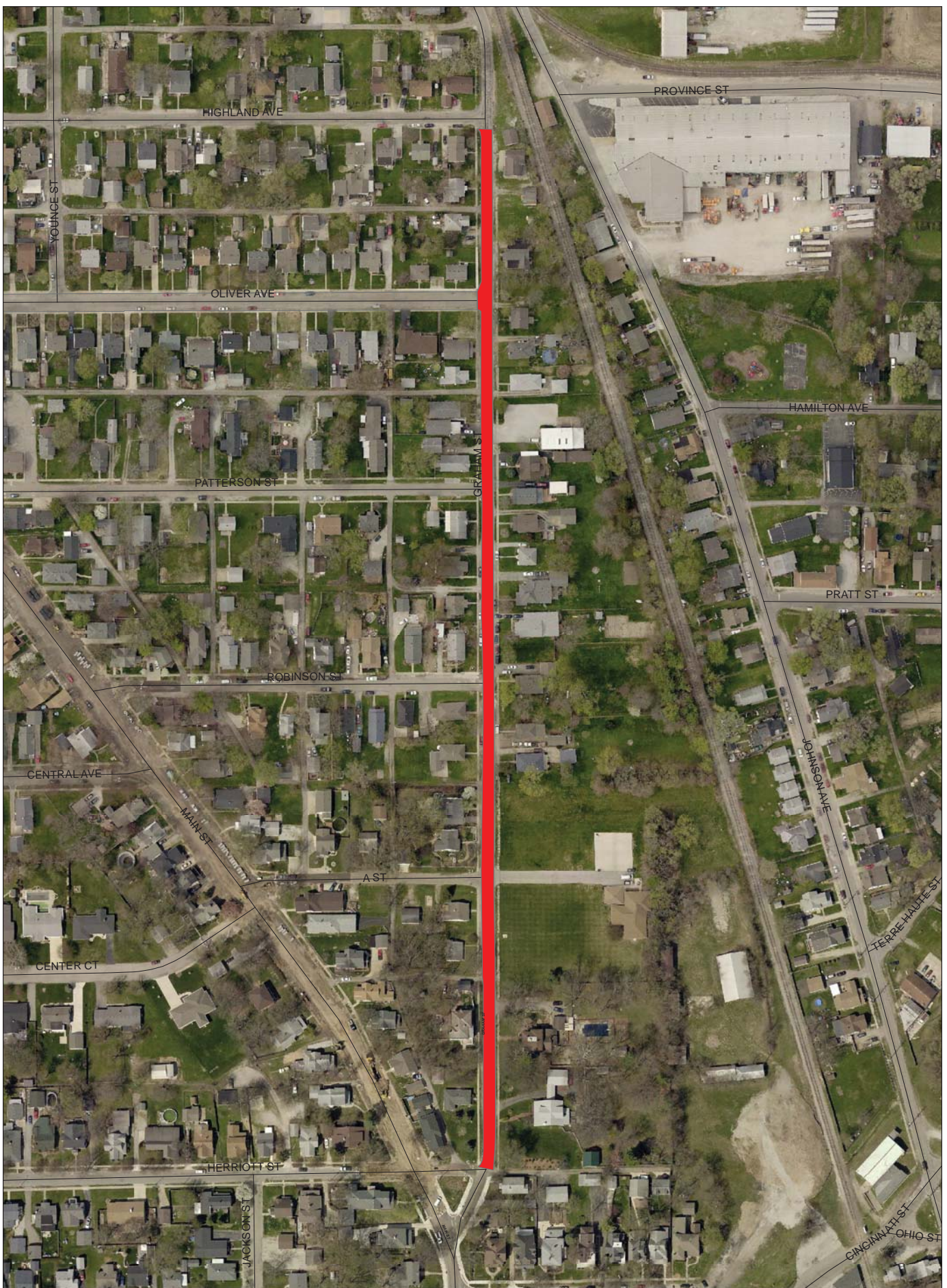
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MAP #4
Oliver Ave / Clark St /
Emma St / Lochry Rd





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MAP #5 Graham Street



200 100 0 200 Feet



MAP #6

Knollwood Farms





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MAP #7 Arbor Springs

200 100 0



200 Feet