

**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.*

<b>Date Submitted:</b>	August 30, 2018	<b>Meeting Date:</b>	September 4, 2018
<b>Contact Information:</b>			
<b>Requested by:</b>	Mark Richards, City Engineer		
<b>On Behalf of Organization or Individual:</b> City of Franklin			
<b>Telephone:</b>	317-736-3631		
<b>Email address:</b>	mrichards@franklin.in.gov		
<b>Mailing Address:</b>	70 E. Monroe Street, Franklin, IN 46131		
<b>Describe Request:</b>			
Request award of contract for 2018 Maintenance Improvement Program; HMA Sealing to RejuvTec, Inc.			
<b>List Supporting Documentation Provided:</b>			
Notice of Award			
Proposed Contract			
<b>Who will present the request?</b>			
<b>Name:</b>	Mark Richards	<b>Telephone:</b>	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.*

### **Notice of Award**

To: Cornelius R. Hedges  
1316 Deloss St.  
Indianapolis, Indiana 46203

Date: September 5, 2018

Project Description: The work shall consist of placement of a HMA Sealing product such as Reclamite or an approved substitute, and all other work necessary for a complete project as included in the Bid Documents and Specifications.

Having reviewed your Bid submitted for the above work it is the intent of the City of Franklin, Indiana to accept your proposal and enter into a contract for the items listed in your bid in the amount of: Three-hundred twenty-two-thousand nine-hundred forty-six dollars and 40 cents (\$322,946.40).

As required by the Bid Documents and Specifications you are required to execute the Contract Agreement and furnish the required Performance, Maintenance, and Payment bond within fourteen (14) calendar days from the date of this Notice of Award.

Failure to execute the Contract Agreement and to furnish Performance, Maintenance, and Payment bonds within fourteen (14) calendar days of this Notice of Award the Owner will be entitled to abandon the acceptance of your Bid.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

#### **City of Franklin (Owner)**

By: Mark A. Richards Mark Richards, City Engineer

Date: September 5, 2018

#### **Acceptance of Notice**

Receipt of the above Notice of Award is hereby acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 2018

By: \_\_\_\_\_

Title: \_\_\_\_\_

**AGREEMENT**  
**BETWEEN**  
**THE CITY OF FRANKLIN**

**AND**  
**RejuvTec, Inc.**

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**FOR**  
**2018 Maintenance Improvement Program; HMA Sealing**

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**THIS AGREEMENT**, executed by and between the City of Franklin, Indiana (hereinafter “CITY”), and RejuvTec, Inc. (hereinafter “CONTRACTOR”);

**WITNESSETH THAT:**

WHEREAS, CITY is desirous of retaining CONTRACTOR’S services for Construction of ***2018 Maintenance Improvement Program; HMA Sealing*** (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, responsive, 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 November 30, 2018. 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 specified 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 *Three-hundred twenty-two-thousand nine-hundred forty-six dollars and 40 cents (\$322,946.40)*. 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
3. Where applicable, Bid Prices
4. Upfront Specifications
5. Information for Bidders
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: RejuvTec, Inc.

Name: Cornelius R. Hedges, President/CEO

Address: 1316 Deloss St.

City/State/Zip: Indianapolis, Indiana 46203

**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.

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**“CONTRACTOR”**

RejuvTec, Inc.

By: \_\_\_\_\_

Signature

Name: Cornelius R. Hedges, President

Address: 1316 Deloss St.

Indianapolis, Indiana 46203

\_\_\_\_\_

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 4th day of September, 2018.

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

Voting Affirmative

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Mayor Steve Barnett

---

Robert Swinehamer

---

Melissa Jones

Attest:

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Jayne Rhoades, Clerk Treasurer

Prepared by: Lynnette Gray  
Attorney No. 11567-41



Attachment A

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Scope of Work

## **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**

For each product specified the contractor shall include technical data and tested physical performance properties. In addition firms and persons shall demonstrate their capabilities and experience to do work by including lists of completed projects that include project names, addresses, names and address of engineers and owners, and other pertinent information.

The contractor shall submit test reports that indicate compliance of materials with indicated requirements.

The contractor shall supply a certificate, signed by manufacturers, certifying that each material complies with the indicated requirements.

### **C. Completion Dates and Liquidated Damages**

The contractor shall complete all work under this contract before October 30, 2018.

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. 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.

H. Maintaining Traffic

Unless otherwise directed, or permitted, the work specified shall be arranged and prosecuted in accordance with Indiana MUTCD Figure 6H-17 (see MOT Detail).

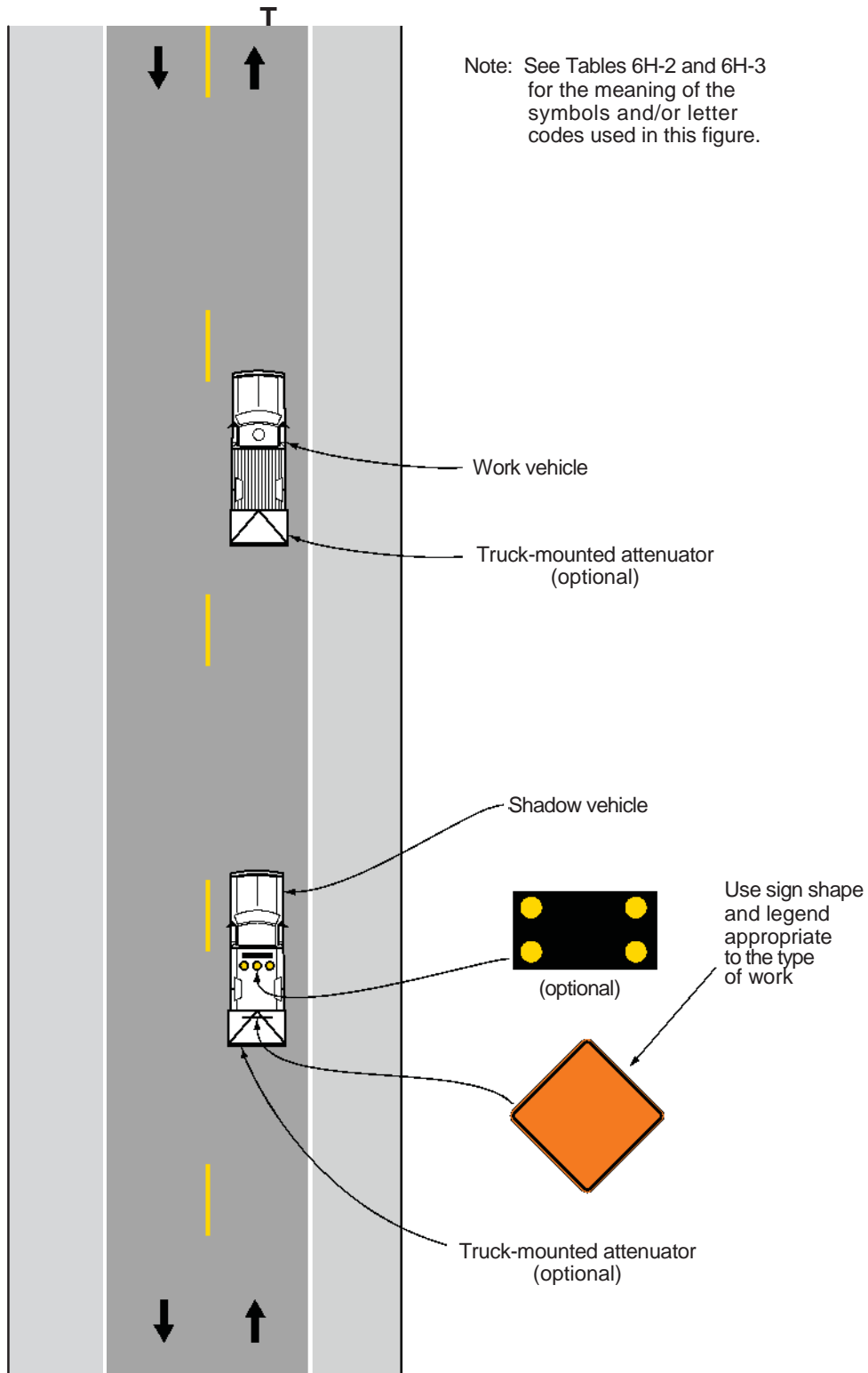
The names and telephone numbers of the Contractor's superintendent and one other responsible employee shall be furnished at the pre-construction conference. These employees shall be on call and available at nights, weekends, or during other non-working periods to repair or replace all traffic control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

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.

**Figure 6H-17. Mobile Operations on a Two-Lane Road (TA-17)**



**Notes for Figure 6H-17AY—Typical Application 17AY**  
**Mobile Operation on a Two-Lane Road Using Flaggers**

**Option:**

1. The ROAD WORK AHEAD signs may be omitted for short-duration operations.
2. Flashing warning lights and/or flags may be used to call attention to the advance warning signs. A BE PREPAFRED TO STOP sign may be added to the sign series.

**Guidance:**

3. *The buffer space should be extended so that the flagger is placed before a horizontal (or crest vertical) curve to provide adequate sight distance for the flagger and a queue of stopped vehicles.*

**Standard:**

4. **At night flagger stations shall be illuminated, except in emergencies.**
5. **The distance between the leading signs shall not exceed 2 miles.**

**Guidance:**

6. *Where used, the BE PREPAFRED TO STOP sign should be located between the Flagger sign and the ONE LANE ROAD sign.*
7. *Where a grade crossing exists within or upstream of the transition area and it is anticipated that queues resulting from the lane closure might extend through the grade crossing the TTC zone should be extended so that the transition area precedes the grade crossings.*
8. *When a grade crossing equipped with active warning devices exists within the activity area, provisions should be made for keeping flaggers informed as to the activation status of these warning devices.*
9. *When a grade crossing exists within the activity area, drivers operating on the left-hand side of the normal centerline should be provided with comparable warning devices as for drivers operating on the right-hand side of the normal centerline.*
10. *Early coordination with the railroad company or light rail transit agency should occur before work starts.*

**Option:**

11. A flagger or a uniformed law enforcement officer may be used at the grade crossing to minimize the probability that vehicles are stopped within 15 ft of the grade crossing, measured from both sides of the outside rails.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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.

N. Final Payment

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

## **Technical Specifications**

### **A. HMA Sealing Product**

The Contractor is to provide the HMA Rejuvenator where delineated according to the materials, workmanship, and applicable requirements outlined in the Bid Documents and Specifications, INDOT Standard Specifications, and the City of Franklin.

Materials specified shall be Reclamite unless alternate materials and/or methods are requested to be used and the said materials and/or methods are determined to be equal, approved by writing, and duly revised by addendum to these Bid Documents and Specifications by the City of Franklin at least 3 days prior to the bid due date.

The Contractor shall be responsible for conducting preliminary testing (through coring or other approved means) to determine the proper application rate for the rejuvenator to meet the following end results;

1. The rejuvenator shall increase the penetration of the asphalt in the top 0.25 inch by 30% within 60 days of application. Asphalt content shall be measured using AASHTO T-308-05.
2. The rejuvenator shall reduce the viscosity of the asphalt binder by a minimum of 20% for pavement that is less than 2 years old and by a minimum of 40% for pavement greater than or equal to 2 years old. The viscosity shall be measured using ASTM 3381.
3. The skid resistance of the pavement after application shall allow an automobile to safely traverse a 90° turn at 15 miles per hour without becoming unstable, and shall not result in more than a 25% loss in measured friction resistance values at a period 12 hours subsequent to application.

Should the required increase in penetration value not be achieved additional applications of the rejuvenator shall be made at application rates not to exceed 50% of the initial application rate. Retreatment and retesting shall be at the expense of the contractor. The City of Franklin will hold the contractor's performance bond in full force and effect until final test data indicates the work was completed in accordance with these Technical Specifications.

The Contractor may provide a product from the following three sources;

1. Products specified by Reference Standards or by Description only (any product meeting the standards and description provided in these Technical Specifications)
2. Products specified by Naming One or More Manufacturers (any product of manufacturers named and meeting specifications. No options or substitutions will be allowed without prior written approval)
3. Products specified by Naming on or More Manufacturers with a Provision for Substitution (Submit a request for substitution for any manufacturer not named in accordance with these Technical Specifications)

The Contractor is to take the following steps while transporting and handling the HMA Sealer Reclamite;

1. Transport and handle in accordance with manufacturer's instructions.
2. Promptly inspect shipments to ensure that products comply with requirements, that the quantities are correct, and that the products are undamaged.
3. Provide equipment and personnel to handle products by methods to prevent contamination, disfigurement, or damage.

The Contractor is to take the following steps to store and protect the HMA Sealer Reclamite;

1. Store and protect products in accordance with manufacturer's instructions.
2. Store with seals and labels intact and legible.
3. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to the product.
4. Store granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
5. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
6. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in an acceptable condition.
7. Inlets shall be protected from overspray by methods approved by the City of Franklin prior to application. The inlet protection shall be removed within 48 hours of application.

#### B. HMA Sealing Product Substitution

Substitutions may be considered when a product becomes unavailable through no fault of the Contractor. However, substitutions will only be considered when made prior to bid opening.

Substitution requests must include the following submittals;

1. Submit 3 copies of request for substitution for consideration. Limit each request to on proposed substitution.
2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. The burden of proof will be on the proposer.

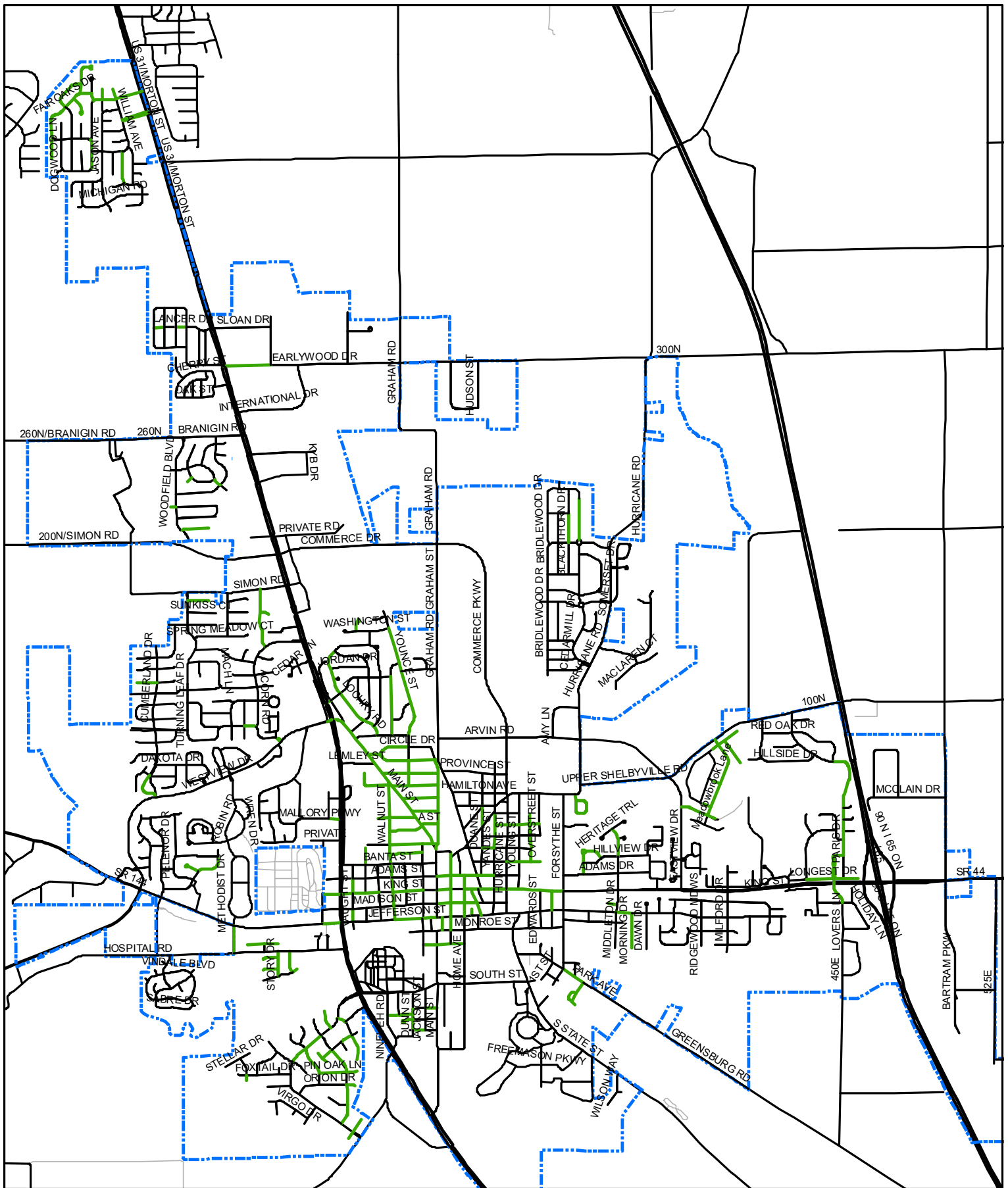
A request constitutes a representation that the Contractor has;

1. Investigated the proposed product and determined that it meets or exceeds the quality level of the specified product.
2. Will provide the same warranty for the substitution
3. Will coordinate installation and make changes to other work which may be required for the work to be completed at no additional cost to the Owner.
4. Waives claims for additional costs or time extension which may subsequently become apparent.



5. Will reimburse the City of Franklin for review or redesign services associated with re-approval by authorities.

Substitutions will not be considered when they are indicated or implied on shop drawings or product data submittals without separate written request, or when acceptance will require revision to the Contract Documents.



City of Franklin  
Engineering Department  
70 E. Monroe Street  
Franklin, IN 46131  
(317) 736-3631  
[www.franklin.in.gov](http://www.franklin.in.gov)  
Date: July 18, 2018

## 2018 Maintenance Improvement Program: HMA Seal

### Paser Rating 2018

- 8
- 9
- - - City Limits 2015



Project Outline

2018 HMA Seal Program

PASER 8 and 9

Road Name	Road Type	Neighborhood	From	To	Approximate Mileage (mi)	Typical Road Width (ft)	# of Lanes	Typical SY per Road	Pavement Type	Speed Limit	Paser Rating 2018
Creekwood	Lane	Arbor Springs	Dead End	North Woodfield Drive	0.03	24	2	422.40	Asphalt	25	9
Mosswood	Circle	Arbor Springs	Story Drive	Dead End	0.08	24	2	1126.40	Asphalt	25	9
Story	Drive	Arbor Springs	Hospital Road	Mosswood Circle	0.03	24	2	422.40	Asphalt	25	9
Story	Drive	Arbor Springs	Mosswood Circle	Sunflower Court	0.05	24	2	704.00	Asphalt	25	9
Story	Drive	Arbor Springs	Sunflower Court	Creekwood Lane	0.04	24	2	563.20	Asphalt	25	9
Sunflower	Court	Arbor Springs	Story Drive	Dead End	0.08	24	2	1126.40	Asphalt	25	9
Aberdeen	Drive	Branigin Creek	Dead End	Woodfield Boulevard	0.03	24	2	366.08	Asphalt	30	8
Creekstone	Court	Branigin Creek	Branigin Creek Boulevard	Dead End	0.04	24	2	563.20	Asphalt	30	8
Fielding	Lane	Branigin Creek	Creekstone Way	Branigin Creek Boulevard	0.04	24	2	563.20	Asphalt	30	9
Saticoy	Court	Branigin Creek	Woodfield Boulevard	Dead End	0.03	24	2	422.40	Asphalt	30	8
Lancelot	Drive	Camelot	Queens Court	Roundelay Drive	0.15	30	2	2640.00	Asphalt	30	8
Queens	Court	Camelot	Lancelot Drive	Dead End	0.09	26	2	1372.80	Asphalt	30	9
Crowell	Street	Central Business District	Jefferson Street	Madison Street	0.03	28	2	492.80	Asphalt	25	9
Home	Avenue	Central Business District	Jefferson Street	Madison Street	0.03	30	2	528.00	Asphalt	25	9
Jefferson	Street	Central Business District	North Main Street	West Court Street	0.03	40	2	704.00	Asphalt	20	9
Jefferson	Street	Central Business District	West Court Street	Jackson Street	0.04	40	2	938.67	Asphalt	20	9
Jefferson	Street	Central Business District	Jackson Street	Walnut Street	0.14	40	2	3285.33	Asphalt	20	9
Madison	Street	Central Business District	Water Street	North Main Street	0.04	30	2	704.00	Asphalt	25	9
Siebert	Place	Central Business District	Jefferson Street	Dead End	0.03	12	2	211.20	Asphalt	25	9
Water	Street	Central Business District	Jefferson Street	Madison Street	0.04	30	1	704.00	Asphalt	25	8
Water	Street	Central Business District	Jefferson Street	Monroe Street	0.04	40	2	938.67	Asphalt	25	8
Wayne	Street	Central Business District	Jackson Street	South Main Street	0.07	40	2	1642.67	Asphalt	25	8
Wayne	Street	Central Business District	South Main Street	Water Street	0.07	40	2	1642.67	Asphalt	25	9
Brookdale	Court	Cumberland Trace	Cumberland Drive	Dead End	0.11	24	2	1548.80	Asphalt	25	9
Green Briar	Way	Cumberland Trace	Crabapple Rd	Cumberland Drive	0.14	24	2	1971	Asphalt	25	9
Green Briar	Way	Cumberland Trace	Cumberland Drive	Dead End	0.09	24	2	1267	Asphalt	25	9
Niagara	Lane	Deer Trace	Cumberland Road	Dead End (West)	0.11	24	2	1548.80	Asphalt	25	8
Middleton	Drive	Eastview	Heritage Lane	Heritage Trail	0.06	24	2	844.80	Asphalt	25	8
Park	Avenue	Franklin College	Forsythe Street	Elm Street	0.07	20	2	821.33	Asphalt	25	9
Park	Avenue	Franklin College	Elm Street	Fleetwood Lane	0.06	20	2	704.00	Asphalt	25	9
Earlywood	Drive	Franklin Industrial Park	US31	Bearing Drive	0.24	24	3	3379.20	Asphalt	40	8
Bay	Court	Franklin Lakes/Windstar	Dead End (North)	Shore View Drive	0.04	24	2	563.20	Asphalt	30	9
Bay	Court	Franklin Lakes/Windstar	Dead End (South)	Shore View Drive	0.03	24	2	422.40	Asphalt	30	9
Capricorn	Drive	Franklin Lakes/Windstar	Dead End (South)	Windstar Boulevard	0.08	24	2	1126.40	Asphalt	30	9
Capricorn	Drive	Franklin Lakes/Windstar	Windstar Boulevard	Dead End (North)	0.04	24	2	563.20	Asphalt	30	9
Driftwood	Court	Franklin Lakes/Windstar	Franklin Lake Boulevard	Dead End	0.10	24	2	1408.00	Asphalt	30	9
Franklin Lakes	Boulevard	Franklin Lakes/Windstar	North Shore Court	Lake Shore Court	0.10	30	2	1760.00	Asphalt	30	9
Franklin Lakes	Boulevard	Franklin Lakes/Windstar	Lake Shore Court	Shoreline Lane	0.09	30	2	1584.00	Asphalt	30	9
Lake Crossing	Lane	Franklin Lakes/Windstar	Franklin Lakes Boulevard	Ironwood Drive	0.05	24	2	704.00	Asphalt	30	9
Lake Crossing	Court	Franklin Lakes/Windstar	Shore View Court	Dead End	0.13	24	2	1830.40	Asphalt	30	9
Lake Shore	Drive	Franklin Lakes/Windstar	Franklin Lakes Blvd	Pin Oak Lane	0.14	24	2	1971.20	Asphalt	30	9
North Shore	Boulevard	Franklin Lakes/Windstar	Shore View Drive	Pin Oak Lane	0.14	32	2	2628.27	Asphalt	30	9
North Shore	Boulevard	Franklin Lakes/Windstar	Orion Drive	Stardust Court	0.10	32	2	1877.33	Asphalt	30	8
North Shore	Boulevard	Franklin Lakes/Windstar	Stardust Court	Windstar Boulevard	0.11	32	2	2065.07	Asphalt	30	8
Orion	Drive	Franklin Lakes/Windstar	North Shore Boulevard	Dead End	0.05	24	2	704.00	Asphalt	30	9
Pin Oak	Lane	Franklin Lakes/Windstar	Lake Shore Drive	North Shore Boulevard	0.14	24	2	1971.20	Asphalt	30	9

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Road Name	Road Type	Neighborhood	From	To	Approximate Mileage (mi)	Typical Road Width (ft)	# of Lanes	Typical SY per Road	Pavement Type	Speed Limit	Paser Rating 2018
Pin Oak	Court	Franklin Lakes/Windstar	North Shore Boulevard	Dead End	0.06	24	2	844.80	Asphalt	30	9
Sagittarius	Avenue	Franklin Lakes/Windstar	Fox Tail Drive	Dead End	0.03	24	2	422.40	Asphalt	30	8
Shore View	Drive	Franklin Lakes/Windstar	Bay Court	North Shore Boulevard	0.06	24	2	844.80	Asphalt	30	9
Shore View	Drive	Franklin Lakes/Windstar	North Shore Boulevard	Sourth View Court	0.06	24	2	844.80	Asphalt	30	9
Shore View	Drive	Franklin Lakes/Windstar	South View Court	Lake Crossing Court	0.07	24	2	985.60	Asphalt	30	9
Fleetwood	Lane	Franklin Park Village	Park Avenue	Ina Circle	0.07	20	2	821.33	Asphalt	25	9
Fleetwood	Lane	Franklin Park Village	Ina Circle	Ina Circle	0.05	20	2	586.67	Asphalt	25	9
Ina	Circle	Franklin Park Village	Fleetwood Lane	Fleetwood Lane	0.08	20	2	938.67	Asphalt	25	9
Ina	Circle	Franklin Park Village	Fleetwood Lane	Dead End	0.03	20	2	352.00	Asphalt	25	9
Glendale	Drive	Glendale	Hamilton Avenue	Glendale Drive	0.24	18	1	2534.40	Asphalt	25	9
Duane	Street	Hamilton	Pratt Street	Terre Haute Street	0.08	20	2	938.67	Asphalt	25	8
Duane	Street	Hamilton	Terre Haute Street	Cincinnati Street	0.10	20	2	1173.33	Asphalt	25	8
Kentucky	Street	Hamilton	Ott Street	Dead End	0.02	20	2	234.67	Asphalt	25	9
Kentucky	Street	Hamilton	Hurricane Street	Young Street	0.06	20	2	704.00	Asphalt	25	9
Kentucky	Street	Hamilton	Young Street	Ott Street	0.06	20	2	704.00	Asphalt	25	9
Ohio	Street	Hamilton	Duane Street	Yandes Street	0.06	20	2	704.00	Asphalt	25	9
Ott	Street	Hamilton	Dead End	Samuel Street	0.05	51	2	1496.00	Asphalt	25	9
Ott	Street	Hamilton	Samuel Street	Oyler Street	0.06	51	2	1795.20	Asphalt	25	9
Ott	Street	Hamilton	Oyler Street	Ohio Street	0.07	51	2	2094.40	Asphalt	25	8
Ott	Street	Hamilton	Ohio Street	Kentucky Street	0.07	20	2	821.33	Asphalt	25	9
Samuel	Street	Hamilton	Yandes Street	Hurricane Street	0.06	20	2	704.00	Asphalt	25	9
Samuel	Street	Hamilton	Hurricane Street	Young Street	0.06	20	2	704.00	Asphalt	25	9
Samuel	Street	Hamilton	Young Street	Ott Street	0.05	20	2	586.67	Asphalt	25	9
Samuel	Street	Hamilton	Ott Street	Overstreet Street	0.05	20	2	586.67	Asphalt	25	9
Yandes	Street	Hamilton	Howe Street	Samuel Street	0.06	20	2	704.00	Asphalt	25	9
Yandes	Street	Hamilton	Samuel Street	Oyler Street	0.06	20	2	704.00	Asphalt	25	9
Yandes	Street	Hamilton	Oyler Street	Ohio Street	0.06	20	2	704.00	Asphalt	25	9
Blackthorn	Drive	Heritage/Brookhaven	Brookshire Drive	Fieldstone Drive	0.15	24	2	2112.00	Asphalt	25	9
Blackthorn	Drive	Heritage/Brookhaven	Fieldstone Drive	Redwood Drive	0.12	24	2	1689.60	Asphalt	25	9
Bridlewood	Drive	Heritage/Brookhaven	Fieldstone Drive	Redwood Drive	0.12	24	2	1689.60	Asphalt	25	9
Bristol	Drive	Heritage/Brookhaven	Brookshire Drive	Fieldstone Drive	0.15	24	2	2069.76	Asphalt	25	9
Brookshire	Drive	Heritage/Brookhaven	Bridlewood Drive	Bristol Drive	0.04	24	2	591.36	Asphalt	25	9
Cedarmill	Drive	Heritage/Brookhaven	Brookshire Drive	Redwood Drive	0.17	28	2	2792.53	Asphalt	25	8
Fieldstone	Drive	Heritage/Brookhaven	Bridlewood Drive	Bristol Drive	0.05	24	2	746.24	Asphalt	25	9
Fieldstone	Drive	Heritage/Brookhaven	Bristol Drive	Blackthorn Drive	0.05	24	2	704.00	Asphalt	25	9
Redwood	Drive	Heritage/Brookhaven	Bridlewood Drive	Foxchase Drive	0.05	24	2	704.00	Asphalt	25	9
Redwood	Drive	Heritage/Brookhaven	Foxchasae Drive	Cedarmill Drive	0.05	24	2	704.00	Asphalt	25	9
Longest	Drive	Hillview	Fairway Lakes Drive	Paris Drive	0.14	20	2	1642.67	Asphalt	25	9
Paris	Drive	Hillview	St. Andrews Drive	Jennifer Court	0.04	24	2	563.20	Asphalt	30	9
Paris	Drive	Hillview	Jennifer Court	Connie Court	0.06	24	2	844.80	Asphalt	30	9
Paris	Drive	Hillview	Connie Court	Clara Court	0.06	24	2	844.80	Asphalt	30	9
Paris	Drive	Hillview	Clara Court	Red Oak Drive	0.30	24	2	4224.00	Asphalt	30	9
Paris	Drive	Hillview	Paris Drive By-Pass	St. Andrews Drive	0.08	24	2	1126.40	Asphalt	30	9
Evergreen	Lane	Homesteads at Hillview	Meadowbrook Lane	Dead End	0.04	24	2	563.20	Asphalt	25	9
Foxview	Court	Homesteads at Hillview	Millpond Court	Dead End	0.13	24	2	1830.40	Asphalt	25	9
Homestead	Boulevard	Homesteads at Hillview	Eastview Drive	Meadowbrook Lane	0.09	54	2	2851.20	Asphalt	25	9

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Road Name	Road Type	Neighborhood	From	To	Approximate Mileage (mi)	Typical Road Width (ft)	# of Lanes	Typical SY per Road	Pavement Type	Speed Limit	Paser Rating 2018
Homestead	Boulevard	Homesteads at Hillview	Meadowbrook Lane	Private Road	0.04	54	2	1267.20	Asphalt	25	9
Meadowbrook	Lane	Homesteads at Hillview	Upper Shelbyville Road	Millpond Court	0.03	50	2	880.00	Asphalt	25	9
Meadowbrook	Lane	Homesteads at Hillview	Millpond Court	Evergreen Lane	0.09	24	2	1267.20	Asphalt	25	8
Meadowbrook	Lane	Homesteads at Hillview	Evergreen Lane	Millpond Lane	0.13	24	2	1830.40	Asphalt	25	9
Meadowbrook	Lane	Homesteads at Hillview	Millpond Lane	Homestead Boulevard	0.04	24	2	563.20	Asphalt	25	9
Millpond	Lane	Homesteads at Hillview	Dead End	Meadowbrook Lane	0.01	24	2	140.80	Asphalt	25	9
Millpond	Court	Homesteads at Hillview	Meadowbrook Lane	Foxview Court	0.04	24	2	563.20	Asphalt	25	9
Millpond	Court	Homesteads at Hillview	Foxview Court	Dead End	0.08	24	2	1126.40	Asphalt	25	9
Millpond	Lane	Homesteads at Hillview	Meadowbrook Lane	Dead End	0.04	24	2	563.20	Asphalt	25	9
Hougham	Street	Hougham	Jefferson Street	King Street	0.10	24	2	1408.00	Asphalt	25	9
King	Street	Hougham	Edwards Street	Hougham Street	0.06	36	2	1267.20	Asphalt	25	9
King	Street	Hougham	Hougham Street	Forsythe Street	0.06	36	2	1267.20	Asphalt	25	9
Longest	Drive	I-65 West	Paris Drive	Paris Drive	0.05	20	2	539.73	Asphalt	25	9
Longest	Drive	I-65 West	Paris Drive	Dead End	0.08	20	2	880.00	Asphalt	25	9
Paris	Drive Bypass	I-65 West	King Street	Longest Drive	0.02	70	3	862.40	Asphalt	25	9
Paris	Drive Bypass	I-65 West	King Street	Paris Drive Bypass	0.16	50	2	4693.33	Asphalt	25	9
Paris	Drive Bypass	I-65 West	Paris Drive Bypass	Paris Drive	0.12	24	2	1689.60	Asphalt	25	9
Umbarger	Lane	I-65 West	King Street	Benjamin Street	0.11	26	3	1677.87	Asphalt	35	8
Beechwood	Court	Knollwood	Fair Oaks Drive	Dead End	0.11	20	2	1342.22	Asphalt	25	9
Christian	Boulevard	Knollwood	US31	William Avenue	0.03	20	2	294.00	Asphalt	25	9
Fair Oaks	Drive	Knollwood	Knollwood Court	Sycamore Court	0.06	20	2	704.00	Asphalt	25	9
Fair Oaks	Drive	Knollwood	Sycamore Court	Beechwood Court	0.05	20	2	586.67	Asphalt	25	9
Fair Oaks	Drive	Knollwood	Beechwood Court	Magnolia Drive	0.06	20	2	704.00	Asphalt	25	9
Fair Oaks	Drive	Knollwood	Magnolia Drive	Fair Oaks Court	0.20	20	2	2346.67	Asphalt	25	9
Fair Oaks	Court	Knollwood	Cottonwood Drive	Dead End	0.11	20	2	1344.44	Asphalt	25	9
Israel	Lane	Knollwood	US31	William Avenue	0.14	25	2	2053.33	Asphalt	25	9
Israel	Lane	Knollwood	William Avenue	Travis Lane	0.07	25	2	1026.67	Asphalt	25	9
Israel	Lane	Knollwood	Travis Lane	Knollwood Court	0.04	25	2	586.67	Asphalt	25	9
Knollwood	Court	Knollwood	Fair Oaks Drive	Israel Lane	0.02	20	2	234.67	Asphalt	25	9
Knollwood	Avenue	Knollwood	Cottonwood Drive	Maria Avenue	0.06	20	2	704.00	Asphalt	25	9
Knollwood	Avenue	Knollwood	Maria Avenue	Tulip Drive	0.11	20	2	1290.67	Asphalt	25	9
Magnolia	Drive	Knollwood	Sycamore Court	Fair Oaks Drive	0.19	20	2	2229.33	Asphalt	25	9
Sycamore	Court	Knollwood	Magnolia Drive	Dead End	0.20	20	2	2346.67	Asphalt	25	9
Sycamore	Court	Knollwood	Fair Oaks Drive	Magnolia Drive	0.05	24	2	704.00	Asphalt	25	8
Tamara	Way	Knollwood	Maria Avenue	Scarlett Court	0.16	20	2	1877.33	Asphalt	25	8
Travis	Lane	Knollwood	Israel Lane	Dead End	0.06	20	2	704.00	Asphalt	25	9
William	Avenue	Knollwood	Israel Lane	Dead End	0.06	20	2	704.00	Asphalt	25	9
Fourteenth	Street	Lochry	Roberts Road	Younce Street	0.09	30	2	1584.00	Asphalt	25	8
Lincoln	Court	Lochry	Washington Street	Dead End	0.08	30	2	1408.00	Asphalt	25	8
Lochry	Road	Lochry	Fourteenth Street	Churchill Road	0.05	30	2	880.00	Asphalt	25	8
Lochry	Road	Lochry	Churchill Road	Crescent Street	0.05	30	2	880.00	Asphalt	25	8
Lochry	Road	Lochry	Crescent Street	Schoolhouse Road	0.19	30	2	3344.00	Asphalt	25	8
Lochry	Road	Lochry	Schoolhouse Road	Lochry Court	0.07	30	2	1232.00	Asphalt	25	9
Lochry	Road	Lochry	Lochry Court	Jordan Drive	0.06	30	2	1056.00	Asphalt	25	9
Lochry	Road	Lochry	Jordan Drive	North Main Street	0.04	30	2	704.00	Asphalt	25	8
Lochry	Road	Lochry	North Main Street	Crescent Street	0.06	30	2	1056.00	Asphalt	25	8

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Road Name	Road Type	Neighborhood	From	To	Approximate Mileage (mi)	Typical Road Width (ft)	# of Lanes	Typical SY per Road	Pavement Type	Speed Limit	Paser Rating 2018
Roberts	Road	Lochry	Schoolhouse Road	Douglas Drive	0.22	30	2	3872.00	Asphalt	25	8
Roberts	Road	Lochry	Douglas Drive	Fourteenth Street	0.08	30	2	1408.00	Asphalt	25	8
Younce	Street	Lochry	Washington Street	Roberts Road	0.18	24	2	2534.40	Asphalt	25	8
Younce	Street	Lochry	Roberts Road	Bryant Drive	0.04	24	2	563.20	Asphalt	25	8
Younce	Street	Lochry	Bryant Drive	Douglas Drive	0.17	24	2	2393.60	Asphalt	25	8
Younce	Street	Lochry	Douglas Drive	Fourteenth Street	0.17	24	2	2393.60	Asphalt	25	8
A	Street	Lynhurst	North Main Street	Graham Road	0.08	20	2	938.67	Asphalt	25	8
Circle	Drive	Lynhurst	Younce Street	Lynhurst Street	0.18	24	2	2534.40	Asphalt	25	9
Graham	Street	Lynhurst	Lynhurst Street	Highland Avenue	0.07	20	2	821.33	Asphalt	30	8
Graham	Street	Lynhurst	Highland Avenue	Oliver Avenue	0.06	20	2	704.00	Asphalt	30	9
Graham	Street	Lynhurst	Oliver Avenue	Patterson Street	0.06	20	2	704.00	Asphalt	30	9
Graham	Street	Lynhurst	Patterson Street	Robinson Street	0.07	20	2	821.33	Asphalt	30	9
Graham	Street	Lynhurst	Robinson Street	A Street	0.07	20	2	821.33	Asphalt	30	9
Graham	Street	Lynhurst	A Street	Herriott Street	0.10	20	2	1173.33	Asphalt	30	9
Graham	Street	Lynhurst	Herriott Street	North Main Street	0.02	20	2	234.67	Asphalt	30	9
Herriott	Street	Lynhurst	North Main Street	Graham Road	0.02	20	2	234.67	Asphalt	30	8
Highland	Avenue	Lynhurst	Graham Road	Younce Street	0.06	24	2	844.80	Asphalt	25	8
Lynhurst	Street	Lynhurst	Circle Drive	Younce Street	0.16	24	2	2252.80	Asphalt	25	8
Lynhurst	Street	Lynhurst	Younce Street	Graham Road	0.13	24	2	1830.40	Asphalt	25	8
Lynhurst	Street	Lynhurst	Graham Road	Graham Road	0.01	24	2	140.80	Asphalt	25	9
North Main	Street	Lynhurst	Oliver Avenue	Patterson Street	0.08	40	2	1877.33	Asphalt	30	8
North Main	Street	Lynhurst	Patterson Street	Robinson Street	0.08	40	2	1877.33	Asphalt	30	8
North Main	Street	Lynhurst	Robinson Street	Central Avenue	0.03	40	2	704.00	Asphalt	30	8
North Main	Street	Lynhurst	Central Avenue	A Street	0.05	40	2	1173.33	Asphalt	30	8
North Main	Street	Lynhurst	A Street	Center Street	0.01	40	2	187.73	Asphalt	30	8
North Main	Street	Lynhurst	Center Street	Herriott Street	0.10	40	2	2346.67	Asphalt	30	8
Oliver	Avenue	Lynhurst	Younce Street	Graham Road	0.14	32	2	2628.27	Asphalt	25	9
Patterson	Street	Lynhurst	North Main Street	Graham Road	0.18	20	2	2112.00	Asphalt	25	8
Robinson	Street	Lynhurst	North Main Street	Graham Road	0.13	20	2	1525.33	Asphalt	25	8
Younce	Street	Lynhurst	Lynhurst Street	Highland Avenue	0.07	24	2	985.60	Asphalt	25	8
Younce	Street	Lynhurst	Highland Avenue	Oliver Avenue	0.06	24	2	844.80	Asphalt	25	8
Adams	Street	Near Northeast	North Main Street	Water Street	0.07	24	2	985.60	Asphalt	25	9
Adams	Street	Near Northeast	Water Street	Home Avenue	0.07	24	2	985.60	Asphalt	25	9
Adams	Street	Near Northeast	Home Avenue	Johnson Avenue	0.06	24	2	844.80	Asphalt	25	9
Adams	Street	Near Northeast	Johnson Avenue	Duane Street	0.02	24	2	281.60	Asphalt	25	9
Adams	Street	Near Northeast	Duane Street	Yandes Street	0.06	24	2	844.80	Asphalt	25	9
Crowell	Street	Near Northeast	King Street	Madison Street	0.04	26	2	610.13	Asphalt	25	9
Home	Avenue	Near Northeast	King Street	Madison Street	0.04	30	2	704.00	Asphalt	25	9
Home	Avenue	Near Northeast	King Street	Adams Street	0.07	30	2	1232.00	Asphalt	25	9
King	Street	Near Northeast	North Main Street	Water Street	0.07	24	2	985.60	Asphalt	25	8
King	Street	Near Northeast	Home Avenue	Crowell Street	0.04	24	2	563.20	Asphalt	25	9
King	Street	Near Northeast	Crowell Street	Depot Street	0.03	24	2	422.40	Asphalt	25	9
King	Street	Near Northeast	Depot Street	Johnson Avenue	0.02	24	2	281.60	Asphalt	25	9
King	Street	Near Northeast	Johnson Avenue	Yandes Street	0.06	24	2	844.80	Asphalt	25	9
King	Street	Near Northeast	Yandes Street	Hurricane Street	0.07	24	2	985.60	Asphalt	25	9
King	Street	Near Northeast	Hurricane Street	Young Street	0.06	24	2	844.80	Asphalt	25	9



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Road Name	Road Type	Neighborhood	From	To	Approximate Mileage (mi)	Typical Road Width (ft)	# of Lanes	Typical SY per Road	Pavement Type	Speed Limit	Paser Rating 2018
King	Street	Near Northeast	Young Street	Edwards Street	0.04	24	2	563.20	Asphalt	25	9
Madison	Street	Near Northeast	Water Street	Home Avenue	0.07	30	2	1232.00	Asphalt	25	9
Madison	Street	Near Northeast	Home Avenue	Crowell Street	0.06	30	2	1056.00	Asphalt	25	9
Water	Street	Near Northeast	Madison Street	King Street	0.07	26	2	1067.73	Asphalt	25	8
Water	Street	Near Northeast	King Street	Adams Street	0.07	26	2	1067.73	Asphalt	25	8
Water	Street	Near Northeast	Adams Street	Cincinnati Street	0.09	26	2	1372.80	Asphalt	25	8
Water	Street	Near Northeast	Cincinnati Street	Martin Place	0.03	26	2	457.60	Asphalt	25	8
Center	Court	Near Northwest	Walnut Street	North Main Street	0.17	30	2	2992.00	Asphalt	25	9
Central	Avenue	Near Northwest	Dead End	Walnut Street	0.13	24	2	1830.40	Asphalt	25	9
Central	Avenue	Near Northwest	Walnut Street	North Main Street	0.06	24	2	844.80	Asphalt	25	8
Herriott	Street	Near Northwest	Walnut Street	Jackson Street	0.16	24	2	2252.80	Asphalt	25	9
Herriott	Street	Near Northwest	Jackson Street	North Main Street	0.05	24	2	704.00	Asphalt	25	9
King	Street	Near Northwest	Jackson Street	Breckenridge Street	0.09	24	2	1267.20	Asphalt	25	8
King	Street	Near Northwest	Breckenridge Street	Walnut Street	0.07	24	2	985.60	Asphalt	25	9
King	Street	Near Northwest	West Street	Emma Street	0.07	24	2	985.60	Asphalt	25	9
King	Street	Near Northwest	Emma Street	Vaught Street	0.07	24	2	985.60	Asphalt	25	9
Maple	Lane	Near Northwest	Walnut Street	Jackson Street	0.16	24	2	2252.80	Asphalt	25	8
Walnut	Street	Near Northwest	Central Avenue	Center Court	0.07	28	2	1149.87	Asphalt	25	9
Walnut	Street	Near Northwest	Center Court	Herriott Street	0.07	28	2	1149.87	Asphalt	25	8
Walnut	Street	Near Northwest	Herriott Street	Maple Lane	0.05	28	2	821.33	Asphalt	25	9
Walnut	Street	Near Northwest	Maple Lane	Banta Street	0.05	28	2	821.33	Asphalt	25	9
Walnut	Street	Near Northwest	Banta Street	Adams Street	0.07	28	2	1149.87	Asphalt	25	9
Walnut	Street	Near Northwest	Adams Street	King Street	0.07	28	2	1149.87	Asphalt	25	9
Walnut	Street	Near Northwest	King Street	Madison Street	0.07	28	2	1149.87	Asphalt	25	9
Walnut	Street	Near Northwest	Madison Street	Jefferson Street	0.07	28	2	1149.87	Asphalt	25	9
Circle	Drive	Northwood	North Main Street	Lynnhurst Street	0.06	26	2	915.20	Asphalt	25	8
Clark	Street	Northwood	Walnut Street	Emma Street	0.13	24	2	1830.40	Asphalt	25	9
Emma	Street	Northwood	Clark Street	Dead End	0.05	26	2	762.67	Asphalt	25	9
Emma	Street	Northwood	Banta Street	Dead End	0.05	26	2	762.67	Asphalt	25	8
Highland	Avenue	Northwood	North Main Street	Younce Street	0.10	26	2	1525.33	Asphalt	25	8
North Main	Street	Northwood	US31	North Main Street	0.08	40	2	1877.33	Asphalt	25	8
North Main	Street	Northwood	North Main Street	Crescent Street	0.06	36	2	1267.20	Asphalt	25	8
North Main	Street	Northwood	Crescent Street	Fourteenth Street	0.04	36	2	844.80	Asphalt	25	8
North Main	Street	Northwood	Fourteenth Street	Circle Drive	0.10	36	2	2112.00	Asphalt	25	8
North Main	Street	Northwood	Circle Drive	Lemley Street	0.06	36	2	1267.20	Asphalt	25	8
North Main	Street	Northwood	Lemley Street	Highland Avenue	0.06	36	2	1267.20	Asphalt	25	8
North Main	Street	Northwood	Highland Avenue	Walnut Street	0.05	65	2	1906.67	Asphalt	25	8
North Main	Street	Northwood	Walnut Street	Oliver Avenue	0.03	35	2	616.00	Asphalt	25	8
Oliver	Avenue	Northwood	North Main Street	Younce Street	0.04	26	2	610.13	Asphalt	25	9
Schoolhouse	Road	Northwood	US31	North Main Street	0.03	26	2	457.60	Asphalt	25	8
Walnut	Street	Northwood	North Main Street	Clark Street	0.02	24	2	281.60	Asphalt	25	9
Walnut	Street	Northwood	Clark Street	Central Avenue	0.03	24	2	422.40	Asphalt	25	9
Westview	Drive	Northwood	US31	Northwood Plaza	0.02	40	3	469.33	Asphalt	25	8
Forest Park	Drive	Orchard Park	Middleton Drive	Dead End	0.05	20	2	586.67	Asphalt	25	9
Jefferson	Street	Orchard Park	Middleton Drive	Morning Drive	0.08	22	2	1032.53	Asphalt	25	8
Morning	Drive	Orchard Park	Jefferson Street	Dead End	0.18	24	2	2534.40	Asphalt	25	9

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Road Name	Road Type	Neighborhood	From	To	Approximate Mileage (mi)	Typical Road Width (ft)	# of Lanes	Typical SY per Road	Pavement Type	Speed Limit	Paser Rating 2018
Middleton	Drive	Potter's Green	Hillview Drive	Heritage Lane	0.05	25	2	733.33	Asphalt	25	8
North	Drive	Potter's Green	Adams Drive	Hillview Drive	0.06	25	2	880.00	Asphalt	25	9
North	Drive	Potter's Green	Hillview Drive	Hillview Drive	0.15	25	2	2200.00	Asphalt	25	9
Grassy Creek	Circle	Simon Meadows	Turning Leaf Drive	Dead End	0.11	25	2	1613.33	Asphalt	25	9
Jefferson	Street	South Corridor	Fairground Street	US31	0.10	24	2	1408.00	Asphalt	30	9
King	Street	South Corridor	US31	Vaught Street	0.06	24	2	844.80	Asphalt	25	9
Mallory	Parkway	South Corridor	US31	Private Road	0.06	32	3	1126.40	Asphalt	30	8
Vaught	Street	South Corridor	Adams Street	King Street	0.08	20	2	938.67	Asphalt	25	9
Vaught	Street	South Corridor	Madison Street	Jefferson Street	0.07	20	2	821.33	Asphalt	25	8
Dunn	Street	South Franklin	Pitt Street	Franks Place	0.03	20	2	352.00	Asphalt	25	8
Dunn	Street	South Franklin	Franks Place	Julia Street	0.03	20	2	352.00	Asphalt	25	8
Dunn	Street	South Franklin	Julia Street	Ridge Street	0.05	20	2	586.67	Asphalt	25	8
Franks	Place	South Franklin	Nineveh Street	Hemphill Street	0.06	12	2	422.40	Asphalt	25	8
Franks	Place	South Franklin	Hemphill Street	Dunn Street	0.07	12	2	492.80	Asphalt	25	8
Julia	Street	South Franklin	Dead End	Dunn Street	0.09	18	2	950.40	Asphalt	25	9
Pitt	Street	South Franklin	Jackson Street	South Main Street	0.06	16	2	563.20	Asphalt	25	8
Ridge	Street	South Franklin	Dunn Street	Jackson Street	0.06	16	2	563.20	Asphalt	25	8
Wayne	Street	South Home	Water Street	Home Avenue	0.07	28	2	1149.87	Asphalt	25	9
Drake	Road	West Jefferson	Jefferson Street	Hospital Road	0.14	20	2	1642.67	Asphalt	30	9
Wild Ivy	Trail	West Parke	Dead End (West)	Briar Ridge Drive	0.09	24	2	1267.20	Asphalt	25	9
Wild Ivy	Trail	West Parke	Briar Ridge Drive	Dead End (East)	0.08	24	2	1126.40	Asphalt	25	9
Cumberland	Drive	Westview	Charles Drive	Westview Drive (EXIT)	0.28	12	2	1971.20	Asphalt	25	9
Oakleaf	Road	Westview	Westview Drive	Franklin Place Court	0.03	50	2	880.00	Asphalt	25	8
Oakleaf	Road	Westview	Acorn Road	Black Oak Lane	0.06	24	2	844.80	Asphalt	25	9
North Woodfield	Drive	Woodfield Village	Hospital Road	Creekwood Lane	0.11	24	2	1548.80	Asphalt	25	9
TOTAL								298,580	SY		