

Board of Works and Safety

July 18th, 2022
4:00 P. M.

Minutes

Call to Order: Mayor Samuel J. Craig

The Board of Public Works and Safety met on July 18th, 2022, at StoneGate Art & Education Center, 931 15th Street for Regular Meeting. Honorable Mayor Samuel J. Craig presided and called the meeting to order at 4:00 P.M.

Members Present:

- Mayor Samuel J. Craig
- Judy Carlisle
- Charlene Hall

Reading of Minutes

June 21st, 2022-Regular Meeting

- ❖ Judy Carlisle made the motion to approve,
- ❖ Charlene Hall seconded the motion,
- ❖ ***All votes were in favor, No one opposed, Passed.***

New Business:

1. Swearing in Ceremony

- Police Officer: Sarah Haluda
Sarah has completed all the required training necessary to serve with the Bedford Police Department.
Sarah was previously employed at IU Health Bloomington Hospital as a Police Officer
- Firefighter: James Ethan Lipscomb
Ethan was sworn in as a Firefighter 3rd Class
Ethan will be on a 1-year probationary period

2. Receiving and Acceptance of Bids for SR 58 Flood Minimization Project-Installation of Sanitary Sewers, Storm Water Relocations, Water Main Relocations, Manhole Structures & Other Ancillary Items for Complete Installation- Misty Adams

- Two bids received:
- Infrastructure Inc.-\$3,235,387
- Mitchell & Stark Construction-\$3,010,820

- Misty Adams requested the lowest bid from Mitchell & Stark Construction be accepted at this time, but she would be reviewing the bid closer.

- ❖ Judy Carlisle made the motion to approve,
- ❖ Charlene Hall seconded the motion,
- ❖ *All votes were in favor, No One Opposed, Approved*

3. Request Approval and Acceptance of Rave Mobile Safety Renewal Quote-Misty Adams

- The Alert w/Voice service with Rave Mobile expires on August 15, 2022
- Misty requested approval for the 5-year plan at \$4,150.49 due to the savings.

- ❖ Charlene Hall made the motion to accept,
- ❖ Judy Carlisle seconded the motion,
- ❖ *All votes were in favor, No one opposed, Approved*

4. Request Approval of J Street Closure Between 15th Street and 16th Street-From 11:00 a.m. to 3:00 p.m.-Saturday September 10-Honoring of Heroes- Brad Bough

- Brad said the ceremony will honor our fallen heroes
- The ceremony will take place on the west side of the Courthouse
- Ashlyn Bender spoke with the business owners who would be affected by the closure to inform them of the date and time.
- Ashlyn said there was no objection to the closure.

- ❖ Judy Carlisle made the motion approve,
- ❖ Charlene Hall seconded the motion,
- ❖ *All votes were in favor, No one opposed, Approved*

5. Request Acceptance of Retirement for Lieutenant Ronnie G. Prince Jr.-Fire Department-Chief John Hughes

- Chief Hughes stated that Mr. Prince retired as of June 23, 2022.
- Chief Hughes said his dedication and loyalty to the Fire Department is praiseworthy.
- Mr. Prince has 20 years of service with the Bedford Fire Department.

- ❖ Charlene Hall made the motion to approve,
- ❖ Judy Carlisle seconded the motion,
- ❖ *All votes were in favor, No one opposed, Approve*

6. Request Approval and Acceptance of Promotions-Fire Department-Chief John Hughes

- Senior Firefighter Jeremy P. Nolan to Lieutenant
- Firefighter First Class Mark Andrew Roberts to Senior Firefighter

- ❖ Judy Carlisle made the motion to approve,
- ❖ Charlene Hall seconded the motion,
- ❖ *All votes were in favor, No one opposed, Approved*

7. Request Approval and Acceptance of New Hire-Charles S. Johnson-3rd Class Firefighter-Chief John Hughes

- Chief Hughes said Charles has completed the local and state requirements.
- Pending approval of Indiana Public Retirement System (INPRS), Mr. Johnson will begin his career as a Firefighter 3rd Class

- ❖ Charlene Hall made the motion to approve,
- ❖ Judy Carlisle seconded the motion,
- ❖ *All votes were in favor, No one opposed, Approved*

8. Request Acceptance of Permanent Status for Firefighter Isaac Crane-Chief John Hughes

- Following a 12-month probationary period, Chief Hughes is requesting that Isaac T. Crane be granted permanent status with the Bedford Fire Department
- Chief Hughes said Isaac resigned a year ago to pursue a career in Monroe County and requested to be re-hired.

- ❖ Judy Carlisle made the motion to approve,
- ❖ Charlene Hall seconded the motion,
- ❖ *All votes were in favor, No one opposed, Approved*

9. Request Acceptance of SOP-Off Day Paid Requirement-Police Department- Chief Terry Moore

- Chief Moore said due to sift change, change in days off, assignment call-out, or exigent circumstances, an officer may require additional paid time off that they have not accrued.
- Chief Moore said the Assistant Chief of Police or himself may approve the extra day(s) off.

- ❖ Charlene Hall made the motion to approve,
- ❖ Judy Carlisle seconded the motion,
- ❖ *All votes were in favor, No one opposed, Approved*

10. Request Approval and Acceptance of Lochmueller Group Agreement Amendment No. 1-Construction Phase and Part Time Inspection-Sanitary Sewer Improvements Along O & P Streets from 5th Street (SR 58) to John Williams Blvd.-Not to exceed \$153,000-Misty Adams

- Amendment No. 1 increases the not-to-exceed fee of \$269,000.00 by \$153,000.00 to a new not-to-exceed total of \$422,000.00
- The original agreement is amended as the following:
- Advising or assuming control over any aspect of the means, methods, techniques, sequences, or procedures of Contractor’s work.
- Advising or assuming control over security or safety practices, precautions, and programs in connection with the activities or operations of the City of Bedford or the Contractor.



AMENDMENT NO. 1

THIS AMENDMENT NO. 1 IS MADE AND ENTERED INTO THIS ____ DAY OF _____, 2022, BY AND BETWEEN THE CITY OF BEDFORD, HEREINAFTER REFERRED TO AS THE “CLIENT” AND LOCHMUELLER GROUP, INC., HEREIN AFTER REFERRED TO AS THE “CONSULTANT”.

**WITNESS
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WHEREAS, the CLIENT and the CONSULTANT did on October 18, 2021 enter into an Agreement to provide services for the Sanitary Sewer Improvements along O & P Street from 5th Street (SR 58) to John A. Williams Boulevard, and

WHEREAS, the CLIENT desires to have CONSULTANT provide construction administration and part-time construction inspection services, and

WHEREAS, the CONSULTANT has expressed a willingness to provide the additional required services, and

WHEREAS, in order for the CONSULTANT to provide the additional services, it is necessary to amend the original agreement, and

NOW, THEREFORE, it is agreed by and between both parties that the original agreement be amended as follows:

I. Items 4.8 Construction Administration and 4.9 Construction Observation of Appendix "A" are deleted as Services not being provided.

II. Items 4.10 and 4.11 are added to Appendix "A" as follows as Services not being provided:

2.7 Advising or assuming control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.

2.8 Advising or assuming control over security or safety practices, precautions, and programs in connection with the activities or operations of CLIENT or Contractor.

III. Items 5.0 CONSTRUCTION ADMINISTRATION AND 6.0 PART-TIME CONSTRUCTION

INSPECTION are added to Appendix "A" as follows:

4.0 CONSTRUCTION ADMINISTRATION

Perform the following services for the construction period specified in the Contract Documents:

4.1 Conduct monthly on-site meetings with the CLIENT's representative, utility staff, general contractor, and pertinent subcontractors to review construction

progress, discuss issues, and ensure proper communication and coordination between all parties.

- Provide consultation and advice on construction matters including specific visits to the site by the construction coordinator and/or appropriate design engineers to observe the progress and quality of the executed work and to determine if the work is proceeding in general accordance with the Contract Documents.
- Consult with and advise CLIENT as to the acceptability of substitute materials and equipment proposed by contractor(s) when substitution is permitted by the Contract Documents. Substitutions shall not be made without prior written permission from the CLIENT.

- Review shop drawings, diagrams, illustrations, samples and schedules, the results of tests and inspections, and other data which the contractor is required to submit to demonstrate conformance with the design concept of the PROJECT.
- Review contractor requests for information (RFIs) and provide responses and recommendations. Provide change orders, requests for proposals (RFPs), and cost estimates when required.
- Review, and if appropriate, recommend to the CLIENT progress payments to be made to the construction contractor.
- Furnish a set of reproducible (and digital) record prints of the construction plans, based on prints marked by the contractor, to show those changes made during construction which the CONSULTANT considers significant. Provide GIS format shapefiles or geo-databases for CLIENT’S use in existing GIS system.
- Provide prompt written notice to CLIENT whenever CONSULTANT becomes aware of defects or changed circumstances in the PROJECT.

6.0 PART-TIME CONSTRUCTION INSPECTION

Make up to two (2) site visits per week during the nine (9) month construction period and conduct inspections with CLIENT’S representative, utility staff, general contractor, and pertinent subcontractors to review constructability concerns and address unforeseen issues.

IV. Section 1.0 of Appendix “D” is replaced in its entirety with the following:

2.9 AMOUNT OF PAYMENT

2.10 The CONSULTANT shall receive compensation for such professional services under Appendix “A” of this Agreement a total fee not-to-exceed Four Hundred Twenty-Two Thousand Dollars (\$422,000.00) unless a modification to this Agreement is made in writing by both parties.

2.11 The CONSULTANT shall be paid for the work performed under Appendix “A” of this Agreement on a lump sum basis in accordance with the following schedule:

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- Design and Plans (50%, 90% Final)
\$168,800.00
 - Permitting Services
\$84,300.00

- Bidding Phase Services.....
\$15,900.00
- Construction Administration
\$72,800.00


1.3 The CONSULTANT shall receive compensation for the Part-time Construction Inspection Services performed under Item 6.0 of Appendix “A” of this Agreement based on the actual hours of work performed times the appropriate rate set forth below plus mileage reimbursement of \$0.60/mile. The total fee shall not exceed \$80,200.00, unless a modification to this Agreement is approved in writing by both

2022	2023
<u>Reg Hourly Rate</u>	<u>Reg Hourly</u>
<u>Rate</u>	<u>Rate</u>
\$135.00	\$140.00

Except as herein modified, changed and amended, all terms and conditions of the original Agreement dated October 18, 2021 shall continue in full force and effect.

This Amendment No. 1 increases the not-to-exceed fee of \$269,000.00 by \$153,000.00 to a new not-to-exceed total of \$422,000.00.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement.



LOCHMUELLER GROUP, INC.

Shawn P. Dikes, AICP
Regional Leader
Southwestern Indiana/North Central Kentucky

CITY OF BEDFORD

Samuel J. Craig
Mayor

- ❖ Judy Carlisle made the motion to approve,
- ❖ Charlene Hall seconded the motion,
- ❖ *All votes were in favor, No one opposed, Approved*

11. Request Approval and Acceptance of Lochmueller Group Amendment No. 1-Design Services, Construction Administration and Part Time Inspection-Spider Creek Pump Station and Storage of Sanitary Sewer Overflow-Misty Adams

- Amendment No. 1 increases the not-to-exceed fee of \$14,000.00 by \$1,772,500.00 to a new not-to exceed total of \$1,786,500.00.



AMENDMENT No. 1

THIS AMENDMENT NO. 1 IS MADE AND ENTERED INTO THIS 15th DAY OF July, 2022, BY AND BETWEEN THE CITY OF BEDFORD, HEREINAFTER REFERRED TO AS THE "CLIENT" AND LOCHMUELLER GROUP, INC., HEREIN AFTER REFERRED TO AS THE "CONSULTANT".

WHEREAS, the CLIENT and the CONSULTANT did on March 21, 2022 enter into an Agreement to provide services to evaluate possible improvements to address flow capacity at the Spider Creek Pump Station and Storage of Sanitary Sewer Overflow, and

WHEREAS, the CLIENT desires the CONSULTANT to provide final design services, construction administration and part-time inspection services for the proposed improvements that were recommended in the Preliminary Engineering Report and

WHEREAS, the CONSULTANT has expressed a willingness to provide the additional required services, and

WHEREAS, in order for the CONSULTANT to provide the additional services, it is necessary to amend the original agreement, and

NOW, THEREFORE, it is agreed by and between both parties that the original agreement be amended as follows:

- III. **Items 2.2 Design Services, 2.3 Bidding Services, 2.4 Construction Administration Construction Administration Services and 2.5 On-Site Construction Inspection Services of Appendix "A" are deleted as Services not being provided.**
- IV. **Items 2.7 through 2.13 are added to Appendix "A" as follows as Services not being provided:**
 - 2.12 Advising or assuming control over any aspect of the means, methods, techniques, sequences, or procedures of Contractor's work.

- 2.13 Advising or assuming control over security or safety practices, precautions, and programs in connection with the activities or operations of CLIENT or Contractor.
- 2.14 O&M Manual Preparation
- 2.15 Training of Utility Staff
- 2.16 Development of an Asset Management Plan
- 2.17 Development of a Fiscal Sustainability Plan
- 2.18 Completion of any mitigation plans that may be necessary

V. The following is added to the Project Description in Appendix "A":

The project that will be advanced forward from the Preliminary Engineering Report consists of the replacement of the Spider Creek Pump Station. The new system will consist of the following components: New Mechanically Cleaned Bar Screen system, new Pump Package system, new Backup Generator, Above Grade Storage Tank, and miscellaneous items for a complete system.

VI. Item 3.0 – 8.0 GEOTECHNICAL INVESTIGATION is added to Appendix "A" are as follows:

2.19 GEOTECHNICAL INVESTIGATION AND ENGINEERING

Make for cause to be made the following geotechnical investigation:

- 2.20 Perform test borings in the vicinity of the proposed project improvements.
- 2.21 Perform laboratory tests including visual soil and rock classification, natural moisture content, hand penetrometer readings on cohesive-type soils and unconfined compression tests on soil and rock.
- 2.22 Prepare a technical report which includes the findings and recommendations.

4.2 DESIGN AND PLANS

Perform the following:

4.3 30 % Design Submittal

- 4.3.1 Develop a base map from existing record documents and existing topographic survey of existing site.
- 4.3.2 Perform process and hydraulic calculations and size the improvements.
- 4.3.3 Submit preliminary drawings for the proposed facilities, including the following:
 - Process flow diagrams
 - Preliminary hydraulic profile
 - Overall site layout and new structure locations

- Plan view layouts for all improvements included in the project showing the equipment layout and arrangement, overall dimensions, and major equipment sizes and locations.
 - Preliminary removal and demolition plans
 - Preliminary electrical one-line diagrams identifying 3-phase power distribution and standby power requirements.
- 4.3.4 Submit a preliminary design summary, list of equipment schedules, and index of specifications.
- 4.3.5 Submit one (1) set of all documents to the CLIENT for review and comment.
- 4.3.6 Meet with representatives of the CLIENT to discuss 30% submittals.
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- 60% Design Submittal
 - Perform preliminary architectural and structural analysis for proposed structures.
 - Perform preliminary electrical calculations, coordinate electrical power requirements with the electric utility representative and attend one coordination meeting with the electric utility representative.
 - Evaluate instrumentation and control needs and develop written requirements for control of the new process elements.
 - Prepare listing of major equipment items with selected vendor's budgetary proposal.
 - Submit a plan set with drawings for:
 - Civil/Site
 - Architectural
 - Structural
 - Process
 - Mechanical
 - Electrical
 - Submit an updated design summary and list of equipment schedules, list of details, preliminary specifications, and a preliminary opinion of probable construction costs.
 - Submit one (1) hard copy and electronic copy set of all documents to the CLIENT for review and comment.
- 90% Design Submittal
 - Perform final process design and engineering calculations.
 - Prepare final construction drawings for permitting.
 - Prepare final construction specifications for permitting.

- Prepare final opinion of probable construction cost.
- Submit one (1) hard copy and electronic copy set of all documents to the CLIENT for review and comment.
- Meet with CLIENT representatives to discuss the 90% submittals.
- Prepare and submit IDEM construction permit application.
- 100% Design Submittal

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- Make final revisions to the plans and specifications as necessary and/or as requested by the CLIENT

- BIDDING PHASE

Perform the following:

- Prepare the final construction documents for bidding, including the advertisement for bidding.
- Conduct pre-bid meeting for client and potential contractors.
- Deliver three (3) sets of final bid sets of drawings and specifications to the CLIENT.
- Send bid sets to Contractors requesting plans and specifications and maintain a plan holders list.
- Prepare agenda and conduct the pre-bid conference to be held at a location determined by the CLIENT.
- Provide technical clarification to questions during bid time and prepare addenda as required to document required construction documentation changes.
- Attend bid opening at a location determined by the CLIENT.
- Review and evaluate bids and prepare bid tabulation.
- Prepare recommendation to CLIENT regarding award of construction contract

3 WATER RESOURCE/STORMWATER PERMITTING

Prepare the US Army Corps of Engineers (USACE) Section 404 Nationwide Permit, Indiana Department of Environmental Management (IDEM) Section 401 Water Quality Regional General Water Quality Notification, Indiana Department of Natural Resources (IDNR) Construction in a Floodway permit, and IDEM Construction Stormwater General Permit (CSGP) in accordance with current guidelines.

4 CONSTRUCTION ADMINISTRATION

Perform the following services for the construction period specified in the Contract Documents:

- 4.7 Conduct monthly on-site meetings with the CLIENT's representative, utility staff, general contractor, and pertinent subcontractors to review construction progress
- 4.8 Provide consultation and advice on construction matters, including specific visits to the site by the construction coordinator and/or appropriate design engineers to observe the progress and quality of the executed work. Determine if the work is proceeding in general accordance with the Contract Documents.

4.9 Consult with and advise CLIENT as to the acceptability of substitute materials and equipment proposed by contractor(s) when substitution is permitted by the Contract Documents. Substitutions shall not be made without prior written permission from the CLIENT.

- Review shop drawings, diagrams, illustrations, samples and schedules, the results of tests and inspections, and other data which the contractor is required to submit to demonstrate conformance with the design concept of the PROJECT.
- Review contractor requests for information (RFIs) and provide responses and recommendations. Provide change orders, requests for proposals (RFPs), and cost estimates when required.
- Review progress payments to be made to the construction contractor.
- Furnish a set of reproducible (and digital) record prints of the construction plans, based on prints marked by the contractor, to show those changes made during construction which the CONSULTANT considers significant. Provide GIS format shapefiles or geo-databases for CLIENT'S use in existing GIS system.
- Provide prompt written notice to CLIENT whenever CONSULTANT becomes aware of defects or changed circumstances in the PROJECT.

4.10 PART-TIME RESIDENT PROJECT REPRESENTATIVE

4.11 ENGINEERING PERSONNEL

For the fulfillment of all services outlined in Item 6.2 below, provide one part-time Resident Project Representative (RPR) for two (2) days per week for up to 52 weeks.

4.12 DESCRIPTION OF SERVICES

- Construction Schedule: Review the construction schedule prepared by the Contractor for compliance with the Contract.
- Conferences: Attend pre-construction conferences and directed by the CLIENT, arrange a schedule of progress meetings, and such other job conferences as required for the timely and acceptable conduct of the job. Submit such schedules to the CLIENT for notification and to those who are expected to attend. Record for the CLIENT, as directed, minutes of such meetings.
- Review of Work and Inspection: Conduct on-site inspections for the CLIENT of the work in progress as a basis for determining that the project is generally proceeding in accordance with the Contract Documents.
- Modification: Consider and evaluate the Contractor's suggestions for modifications in drawings and/or specifications and report them with recommendations to the CLIENT.

- Project Responsibility: The RPR shall be responsible for inspection of various tasks outlined here within the allowable budget.
- Work Schedule and Suspension: The CONSULTANT’s crew will regulate their work week to conform to the contractor’s hours and the project budget. If work on the construction project is suspended and all matters

concerning contract compliance and administration are complete, the services of the CONSULTANT may also be suspended without cost to the project.

V. Appendix “C” is replaced in its entirety with the following:

The CONSULTANT shall promptly commence Services upon receipt of a written notice to proceed and shall complete the Services in accordance with the schedule set forth below:

- VII.** Complete the development of the PER within 60 calendar days of receiving the notice-to-proceed.
- VIII.** 100% Final Design Submittal to CLIENT within 210 days from notice-to-proceed.
- IX.** Construction Phase – To Be Determined

VI. Item 1.0 of Appendix “D” is replaced in its entirety with the following:

4.13 AMOUNT OF PAYMENT

4.14 The CONSULTANT shall receive compensation for such professional services under Appendix “A” of this Agreement a total fee not-to-exceed One Million Seven Hundred Eight-Six Thousand Five Hundred Dollars (\$1,786,500.00) unless a modification to this Agreement is made in writing by both parties.

4.15 The CONSULTANT shall be paid for the work performed under Items 1.0, 3.0, 4.0, 5.0, 6.0, and 7.0 of Appendix “A” of this Agreement on a lump sum basis in accordance with the following schedule:

- Preliminary Engineering Report PER.....
\$14,000.00
- Geotechnical Investigation and Engineering
\$20,000.00
- Design and Plans
 - 30% Design.....
\$378,400.00
 - 60% Design.....
\$351,100.00

- 90% Design.....
\$340,500.00
- Final Design
\$175,700.00
- Water Resource/Stormwater Permitting
\$20,100.00
- Bidding Phase Services.....
\$75,200.00
- Construction Administration
\$276,500.00

4.16 The CONSULTANT shall receive compensation for the Part-time Construction Inspection Services performed under Item 8.0 of Appendix "A" of this Agreement based on the actual hours of work performed times the appropriate rate set forth below plus mileage reimbursement of \$0.60/mile. The total fee shall not exceed \$135,000.00 unless a modification to this Agreement is approved in writing by both parties.

<u>Reg Hourly Rate</u>	<u>Reg Hourly</u>
<u>Rate</u>	<u>Rate</u>
\$135.00	\$140.00

Except as herein modified, changed and amended, all terms and conditions of the original Agreement dated March 21, 2022 shall continue in full force and effect.

This Amendment No. 1 increases the not-to-exceed fee of \$14,000.00 by \$1,772,500.00 to a new not-to-exceed total of \$1,786,500.00.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement.

LOCHMUELLER GROUP, INC.

CITY OF BEDFORD

Shawn P. Dikes, AICP
Regional Leader
Southwestern Indiana/North Central Kentucky

Samuel J. Craig
Mayor

- ❖ Charlene Hall made the motion to approve,
- ❖ Judy Carlisle seconded the motion,
- ❖ *All votes were in favor, No one opposed, Approved*

12. Approval to Sign Claims

- ❖ Charlene Hall made the motion to approve,
- ❖ Judy Carlisle seconded the motion,
- ❖ *All votes were in favor, No one opposed, Approved*

13. Discussion
No Discussion

14. Adjourn

- ❖ Judy Carlisle made the motion to adjourn,
- ❖ Charlene Hall seconded the motion,
- ❖ *All votes were in favor, No one Opposed, Passed, Meeting Adjourned*

Board of Works & Safety 2022

- *Samuel J. Craig, Mayor* _____

- *Judy Carlisle* _____

- *Charlene Hall* _____

Attest: Marsha Pfeiffer
Clerk-Treasurer _____