

**BLOOMSBURG TOWN COUNCIL MEETING  
COUNCIL CHAMBERS OR TELECONFERENCE (ZOOM)  
MONDAY, April 22, 2024, 7:00 P.M.**

PUBLIC CAN JOIN:

DIAL: +1 646 558 8656 US & INCLUDE THE MEETING ID: 456-920-3798 & PRESS #.

JOIN ONLINE AT: <https://us02web.zoom.us/j/4569203798>.

**Call to order.**

**Pledge of allegiance.**

**Council remarks.**

-An executive session was held on April 11, 2024 from 1:00 p.m.- 1:24 p.m. to discuss a code and finance personnel matter.

-An executive session was held on April 22, 2024 at 6:30 p.m. to discuss the Martz lawsuit.

**Citizens to be heard.**

William Stewart- Parking on East 7<sup>th</sup> Street.

Approval of the Council minutes from the April 8, 2024 meeting.

1. **DEPARTMENT REPORTS.**

A. Fire Department.

2. **ADMINISTRATIVE FINANCE COMMITTEE – Justin Hummel**

A. Recommendation to approve the March list of bills.

B. Approval to unappoint Michael Reffeor from the Historical Architectural Review Board with the effective term up through 12/31/2027.

C. Approval to appoint Greg Ash to the Historical Architectural Review Board with a term ending 12/31/2027.

D. Approval of separation of service with Nicholas Thorpe with the effective date of April 10, 2024.

E. Approval of accepting Kimberly Pogash's resignation, with her last day working for the Town- April 26, 2024.

3. **PUBLIC WORKS & ENVIRONMENTAL COMMITTEE- James Garman.**

A. Update on the 2024 paving locations- Andrew Barton.

i. Review of prior year paving areas- <https://arcg.is/195fmr1>

ii. Motion to approve advertising the 2024 paving locations

iii. Motion to approve the lump sum allocation of \$21,799.21 for the 2024 paving project.

- B. Update on the Town Hall plan- Andrew Barton.
  - C. Approval of payment to Kuharchik Construction, Inc. in the amount of \$192,156.30.
4. **INFORMATION TECHNOLOGY COMMITTEE- Justin Hummel.**
- A. Recommendation to select RTI as the IT provider for the Town.
    - i. Approval of the agreement with RTI.
5. **COMMUNITY & ECONOMIC DEVELOPMENT/ PUBLIC SAFETY COMMITTEE- JUSTIN HUMMEL.**
- A. Recommendation from the Planning Commission to grant conditional approval of the Gillespie Park Land Development plans with the following conditions being met:
    - 1. Financial security shall be posted for all proposed site improvements.
    - 2. The 'Survey Certificate' statement provided on sheet C001 shall all be signed, sealed, and dated. All plans shall also be signed and sealed.
    - 3. The 'Certificate of Ownership and Acknowledgement of Plan' statement provided on sheet C001 shall be signed by Owner and notarized.
  - B. Recommendation from the Planning Commission to grant the following approvals for the Steve Shannon Land Development/Lot Consolidation Plan.
    - 1. The applicants requested a modification from section 22.510.B which requires a maintenance easement with a minimum width of 25' to be provided along all stream banks. The applicants requested a width of 20'. There are no engineering issues with this request.
    - 2. Recommendation from the Planning Commission to approve a 90-day extension request from the applicants.

**Next meeting: May 13, 2024.**

The Bloomsburg Town Council held their regular meeting on Monday, April 8, 2024 beginning at 7:00 p.m. in Council Chambers, 2<sup>nd</sup> Floor, Town Hall and via teleconference. The public joined by dialing: +1 646 558 8656 U.S. and included the meeting ID: 456-920-3798. The public could also join online at: <https://us02web.zoom.us/j/4569203798>.

Mayor Justin Hummel called the meeting to order at 7:00 p.m., present were Council Members Toni Bell, James Garman, Bonnie Crawford, Jaclyn Kressler, Nick McGaw and Jessica Jordan. Town Manager / Secretary/ Treasurer Lisa Dooley, Town Solicitor Matt Turowski, Chief of Police Scott Price, Public Works Director John Fritz, Director of Code Enforcement Mike Reffeor, Director of Governmental Services/ Recycling Coordinator Charles Fritz, Fire Chief Scott McBride, Director of Finance Kim Pogash (Zoom). Also present were MJ Mahon, Barbara Coladonato ( Zoom), David Hill (Zoom), Vince DeMelfi, Stacy Wagner (Zoom), Jared Harris (Zoom), Dawn Moore and her associate, Ed Knorr, Cynthia Matsko, Fred Trump, Laura Sabatino, Brian and Jane Bercher, Ron Flick, Ava Sitko, Sharima Khulsial, Adesh Odyssey.

#### **COUNCIL REMARKS.**

The zoning draft will be provided by the third party by April 12, 2024. Town Council is expected to advertise and consider for adoption at the May 13, 2024 meeting.

The SALDO draft is at legal being prepared in the correct format for consideration of adoption.

April 13, 2024 at 10 a.m. will be the opening day of Little League and representatives of local government, grant agencies and staff will be present for the first pitch. A special thanks to Don E. Bower and McTish engineering firm for a successful project.

#### **Citizens to be Heard.**

Fred Trump stated he is opposed to changing the alcohol ordinance and that he was on Council when the open container ordinance was originally passed in an effort to curb reckless behavior during block party. Loosening the regulations could lead to problems.

Gretchen Osterman supports changing the ordinance. This would allow non-profits such as the Friends of the Pool to organize different types of fund-raising events.

Laura Sabatino stated she is opposed to opening the park area to alcohol, this would just open a can of worms. If people want to serve alcohol, they should use the areas/venues that are already established. We live here.

Dr. George Ruiz, Chief of Cardiology at Geisinger stated we must find ways to make healthier hearts and more physical activities to make our community healthier. Geisinger is a partner in the community and we need to make Bloomsburg a central part of PA.

Adesh Odyssey is opposed to relaxing the alcohol ordinance. Alcohol and drug use go hand and hand, we need to prevent access to both and have more events for kids. We are shutting out the young generation.

#### **APPROVAL OF THE COUNCIL MINUTES FROM THE MARCH 25, 2024 MEETING.**

On a motion by T. Bell, seconded by J. Garman, and voted on unanimously, Council approved the minutes from the March 25, 2024 meeting with the adjustment of N. McGaw abstaining from the vote.

#### **REPEAL THE CURRENT CHAPTER 3, PART 1 OF THE CODE OF ORDINANCE AND ENACT BICYCLES IN ITS ENTIRETY.**

On a motion by T. Bell, seconded by B. Crawford, and voted on unanimously, Council approved the repeal of Chapter 3, Part 1 of the Code of Ordinance and enact bicycles in its entirety.

**APPROVAL OF AVA SITKO AS AN AIRPORT INTERN.**

On a motion by J. Hummel, seconded by N. McGaw, and voted on unanimously, Council approved Ava Sitko as an intern at the airport.

**APPROVAL OF SECURING A BUSINESS AFTER HOUR EVENT WITH THE COLUMBIA MONTOUR CHAMBER OF COMMERCE FOR JANUARY 2025 FOR THE BLOOMSBURG HUMAN RELATIONS COMMISSION TO HAVE A COMMUNITY OUTREACH EVENT IN THE AMOUNT OF \$225.**

On a motion by N. McGaw, seconded by J. Kressler, and voted on unanimously, Council approved securing a business after hours event with the Columbia Montour Chamber of Commerce for January 2025 for the Bloomsburg Human Relations Commission to have a community outreach event in the amount of \$225.

**RECOMMENDATION TO APPROVE SANTINO TRAPANE TO PROVIDE A SOUND SYSTEM FOR THE CATAWISSA MILITARY BAND ON JULY 4, 2024. NOTE: L. DOOLEY LEFT A VOICEMAIL FOR JESSICA MARTZ ON 4/5/2024 TO CONFIRM THE BAND AND THE SOUND SYSTEM LINE UP.**

On a motion by N. McGaw, seconded by T. Bell, and voted on unanimously, Council approved Santino Trapane to provide a sound system for the Catawissa Military Band on July 4, 2024.

**RECOMMENDATION TO HAVE BOTH VOLUNTEER ENTITIES VOTE TO SEE IF THEY WISH TO HAVE THE TOWN COUNCIL START THE ACT 172 PROGRAM IN 2025 FOR ONLY BLOOMSBURG RESIDENT VOLUNTEERS PER REGULATION. MOTION PROVIDES A 20% CREDIT THAT WOULD BE REFUNDED BY THE TOWN WITH THE UNDERSTANDING THAT COLUMBIA COUNTY TAX ASSESSMENT WILL NOT BE LOWERING THE TAX BILL. NOTE: AMOUNT BACK TO VOLUNTEER WILL VARY DUE TO VARYING TAX ASSESSMENT RATES.**

On a motion by T. Bell, seconded by J. Kressler, and voted on unanimously, Council approved to have both volunteer entities vote to see if they wish to have the Town Council start the Act 172 program in 2025 for only Bloomsburg resident volunteers per regulation. Motion provides a 20% credit that would be refunded by the Town with the understanding that Columbia County Tax Assessment will not be lowering the tax bill. Note: amount back to volunteer will vary due to varying tax assessment rates.

**RECOMMENDATION TO APPROVE ENDING THE PROBATIONARY PERIOD OF ROBERT MOYER IN THE PUBLIC WORKS DEPARTMENT EFFECTIVE 4/5/2024 PENDING THE LICENSE BEING SUBMITTED TO THE TOWN FOR VERIFICATION.**

On a motion by J. Garman, seconded by J. Kressler, and voted on unanimously, Council approved ending the probationary period of Robert Moyer in the Public Works Department effective 4/5/2024 pending the license being submitted to the Town for verification.

**APPROVAL OF THE PROJECT BUDGET WITH LIVIC CIVIL IN THE AMOUNT OF \$42,000 FOR SITE DESIGN, ENGINEERING SERVICES AND CONSTRUCTION PHASE SERVICES IN RELATION TO THE BOAT LAUNCH PROJECT.**

On a motion by T. Bell, seconded by J. Kressler, and voted on unanimously, Council approved the project budget with LIVIC Civil in the amount of \$42,000 for site design, engineering services and construction phase services in relation to the boat launch project.

**RECOMMENDATION TO APPROVE PAYMENT TO SEDA-COG IN THE AMOUNT OF \$5,150 FOR FEDERAL FISCAL YEAR (FFY) 2022 HUD ENTITLEMENT PROGRAM.**

On a motion by T. Bell, seconded by N. McGaw, and voted on unanimously, Council approved payment to SEDA-COG in the amount of \$5,150 for Federal Fiscal Year (FFY) 2022 HUD Entitlement program.

**RECOMMENDATION TO APPROVE PAYMENT TO SEDA-COG IN THE AMOUNT OF \$10,119 FOR FFY 2023 HUD ENTITLEMENT PROGRAM.**

On a motion by T. Bell, seconded by J. Jordan, and voted on unanimously, Council approve payment to SEDA-COG in the amount of \$10,119 for Federal Fiscal Year (FFY) 2023 HUD Entitlement program.

**RECOMMENDATION TO APPROVE PAYMENT TO SEDA-COG IN THE AMOUNT OF \$1,340 FOR FFY 2019-CV HUD ENTITLEMENT PROGRAM.**

On a motion by T. Bell, seconded by J. Jordan, and voted on unanimously, Council approved payment to SEDA-COG in the amount of \$1,340 for Federal Fiscal Year (FFY) 2019-CV HUD Entitlement program.

**RECOMMENDATION TO APPROVE A TRAFFIC CONTROL QUOTE FROM ABBEY ROAD CONTROL, INC. IN THE AMOUNT OF \$9,514.80 FOR 2024 THE BLOOMSBURG FAIR EVENT.**

On a motion by T. Bell, seconded by J. Jordan, and voted on unanimously, Council approved a traffic control quote from Abbey Road Control, Inc. in the amount of \$9,514.80 for the 2024 Bloomsburg Fair event.

**RECOMMENDATION TO APPROVE A QUOTE FROM RAYNOR FOR DOCK REPAIR AT THE BLOOMSBURG RECYCLING CENTER IN THE AMOUNT OF \$4,250.45.**

On a motion by T. Bell, seconded by J. Jordan, and voted on unanimously, Council approved a quote from Raynor for dock repair at the Bloomsburg Recycling Center in the amount of \$4,250.45.

**RECOMMENDATION TO APPROVE A QUOTE FROM RAYNOR FOR OVERHEAD DOOR REINFORCEMENT AT THE BLOOMSBURG RECYCLING CENTER IN THE AMOUNT OF \$2,200.**

On a motion by T. Bell, seconded by N. McGaw, and voted on unanimously, Council approved a quote from Raynor for overhead door reinforcement at the Bloomsburg Recycling Center in the amount of \$2,200.

**RECOMMENDATION TO APPROVE A 10 X 10 TEST AREA QUOTE IN THE AMOUNT OF \$1,150 FROM HEPKO CONSTRUCTION, INC. FOR THE POOL BATHHOUSE. APPROVAL OF A QUOTE IN THE AMOUNT OF \$5,503 (LESS THE TEST AREA COST) IF THE TEST WORKS WITH HEPKO CONSTRUCTION INC.**

On a motion by N. McGaw, seconded by B. Crawford, and voted on unanimously, Council approved a 10 X 10 test area quote in the amount of \$1,150 from Hepko Construction, Inc. for the pool bathhouse. Approval of a quote in the amount of \$5,503 (less the test area cost) if the test area works with Hepko Construction, Inc.

**RECOMMENDATION TO ONLY SELL ONE OF TWO VEHICLES AT THE PUBLIC WORKS DEPARTMENT FOR TWO 2024 NEW VEHICLES PURCHASED. NOTE: THE ONE TO SELL WILL BE THE 2012.**

On a motion by T. Bell, seconded by B. Crawford, and voted on unanimously, Council approved the sale of only one of the two vehicles at the Public Works Department for two new 2024 vehicles purchased. Note: The one to sell will be the 2012 model year.

**RECOMMENDATION TO APPROVE A QUOTE FROM B & H IN THE AMOUNT OF \$855 FOR A PROJECTOR FOR THE AIRPORT CONFERENCE ROOM.**

On a motion by N. McGaw, seconded by T. Bell, and voted on unanimously, Council approved a quote from B & H in the amount of \$855 for a projector for the airport conference room.

**RECOMMENDATION FOR THE DRAFT ALCOHOL ORDINANCE TO NOT PERMIT EVENT AREAS AT THE TOWN POOL, TOWN PARK, SKATE PARK, STREATER FIELD OR THE DOG PARK.**

On a motion by N. McGaw, seconded by J. Jordan, and voted on 4 to 3 (McGaw, Crawford, Garman and Jordan voting yes and Hummel, Kressler and Bell voting no), Council approved the draft of the alcohol ordinance to not permit event areas at the town pool, town park, skate park, Streater field and the dog park.

**RECOMMENDATION TO APPROVE ADVERTISING THE TOWN PARK ORDINANCE.**

On a motion by N. McGaw, seconded by J. Jordan, and voted on unanimously, Council approved advertising the Town Park ordinance.

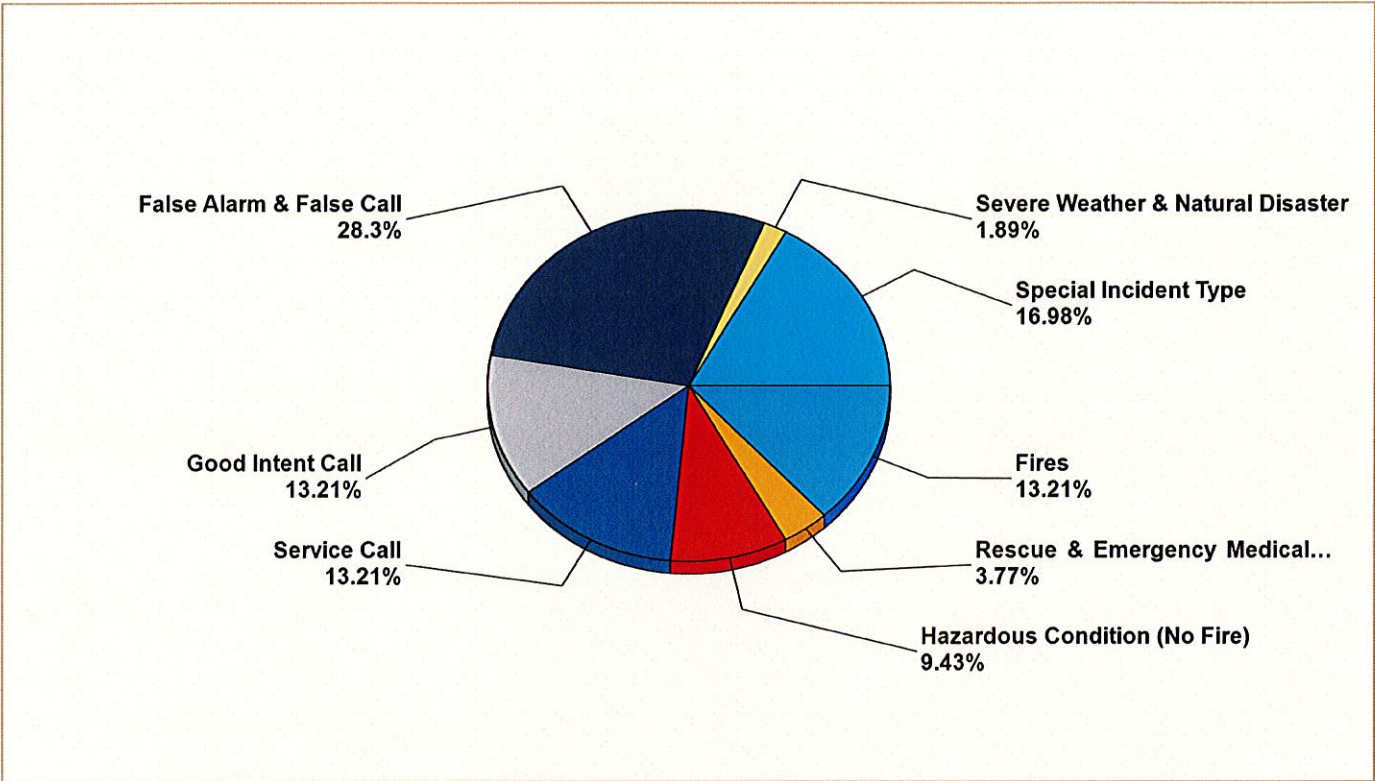
**APPROVAL OF THE PROFESSIONAL ENGINEERING SERVICES FOR THE FLOOD MITIGATION ASSISTANCE-SWIFT CURRENT INITIATIVE FOR THE HOUSE ELEVATION PROJECT LOCATED AT 334 E. 9<sup>TH</sup> STREET WITH PETERS CONSULTANTS, INC. NOTE: COUNCIL APPROVED AWARD ON 2/26/2024 THIS IS THE AGREEMENT LANGUAGE.**

On a motion by N. McGaw, seconded by B. Crawford, and voted on unanimously, Council approved the professional engineering services for the flood mitigation assistance swift current initiative for the house elevation project located at 334 E. 9<sup>th</sup> Street with Peters Consultants, Inc. Note: Council approved award on 2/26/2024 this is the agreement language.

On a motion by J. Garman, seconded by J. Jordan, and voted on unanimously, Council adjourned the meeting at 9:03 p.m.

Lisa Dooley  
Town Manager/Secretary/Treasurer

**Breakdown by Major Incident Types for Date Range**  
Zone(s): All Zones | Start Date: 03/01/2024 | End Date: 03/31/2024



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	7	13.21%
Rescue & Emergency Medical Service	2	3.77%
Hazardous Condition (No Fire)	5	9.43%
Service Call	7	13.21%
Good Intent Call	7	13.21%
False Alarm & False Call	15	28.3%
Severe Weather & Natural Disaster	1	1.89%
Special Incident Type	9	16.98%
TOTAL	53	100%



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Detailed Breakdown by Incident Type		
INCIDENT TYPE	# INCIDENTS	% of TOTAL
111 - Building fire	6	11.32%
161 - Outside storage fire	1	1.89%
324 - Motor vehicle accident with no injuries.	1	1.89%
353 - Removal of victim(s) from stalled elevator	1	1.89%
400 - Hazardous condition, other	2	3.77%
412 - Gas leak (natural gas or LPG)	2	3.77%
461 - Building or structure weakened or collapsed	1	1.89%
511 - Lock-out	3	5.66%
522 - Water or steam leak	1	1.89%
553 - Public service	2	3.77%
555 - Defective elevator, no occupants	1	1.89%
611 - Dispatched & cancelled en route	6	11.32%
651 - Smoke scare, odor of smoke	1	1.89%
710 - Malicious, mischievous false call, other	1	1.89%
740 - Unintentional transmission of alarm, other	1	1.89%
743 - Smoke detector activation, no fire - unintentional	10	18.87%
744 - Detector activation, no fire - unintentional	1	1.89%
745 - Alarm system activation, no fire - unintentional	2	3.77%
813 - Wind storm, tornado/hurricane assessment	1	1.89%
900 - Special type of incident, other	9	16.98%
<b>TOTAL INCIDENTS:</b>	<b>53</b>	<b>100%</b>

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.





# Bloomsburg Volunteer Firefighters Relief Association

Bloomsburg, PA

This report was generated on 4/7/2024 10:47:58 PM

## Total Incidents per Personnel for Date Range

Personnel: All Personnel | Sort By: Personnel | Start Date: 03/01/2024 | End Date: 03/31/2024

PERSONNEL	COUNT	PERCENTAGE
<u>Adams, Dave</u>	1	1.89 %
<u>Barton, Todd</u>	13	24.53 %
<u>Bergenstock, Caden</u>	14	26.42 %
<u>Beyer, Mike</u>	12	22.64 %
<u>Blass, Brad</u>	18	33.96 %
<u>Cox, Tanner</u>	18	33.96 %
<u>Davis, Todd</u>	1	1.89 %
<u>Dove, Richard</u>	11	20.75 %
<u>Frantz, Nolan</u>	3	5.66 %
<u>Greenjack, Steve</u>	8	15.09 %
<u>Haggerty, Michael</u>	28	52.83 %
<u>Hall, Chris</u>	15	28.30 %
<u>Harner, Gary</u>	32	60.38 %
<u>Hess, Robert</u>	5	9.43 %
<u>Hillman, Ken</u>	7	13.21 %
<u>Kile, Dan</u>	2	3.77 %
<u>Kile, Elizabeth</u>	1	1.89 %
<u>Knelly, Charles</u>	8	15.09 %
<u>Kuhar, Dennis</u>	3	5.66 %
<u>Learn, Jack</u>	3	5.66 %
<u>Mahon, John</u>	21	39.62 %
<u>Martin, John</u>	1	1.89 %
<u>McBride, Scott</u>	11	20.75 %
<u>Ohl, Gary</u>	1	1.89 %
<u>Reynolds, Jason</u>	25	47.17 %
<u>Reynolds, Lukas</u>	30	56.60 %
<u>Rubendall, Mike</u>	6	11.32 %
<u>Snyder, Tom</u>	6	11.32 %
<u>Szkodny, Cooper</u>	22	41.51 %
<u>Thomas, Cael</u>	1	1.89 %
<u>Trelease, Charles</u>	1	1.89 %
<u>Vought, Tom</u>	5	9.43 %
Sum of Individual Responses	333	
Total Incidents for Date Range	53	

Includes incidents where personnel responded to on or off an apparatus. Only REVIEWED incidents included.



emergencyreporting.com  
Doc Id: 274  
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## BILLS TO BE ACKNOWLEDGED

April 4, 2024

Fund			
01	GENERAL FUND:		
400/486	Administration	\$	29,490.57
403	Tax Collector	\$	1,457.63
409	Town Buildings	\$	2,261.19
410	Police Protection	\$	69,828.64
413	Code Enforcement & Zoning	\$	48,183.20
415	Emergency Management	\$	42.10
430/431/433/435/436/437	Public Works	\$	188,906.41
440	Airport	\$	23,606.88
454	Town Park	\$	1,382.78
	Total	\$	<u>365,159.40</u>
02	STREET LIGHTING FUND	\$	3,662.41
03	FIRE FUND	\$	7,587.62
04	RECYCLING FUND	\$	28,048.66
31	COMMERCIAL LOAN REPAYMENT	\$	11,000.00
35	LIQUID FUELS FUND	\$	14,575.72
37	AIRPORT FUND	\$	7,792.80
41	CDBG ENTITLEMENT	\$	225,246.30
42	CDBG-DR/ FMA	\$	264,090.24
01	MARCH PAYROLL	\$	261,238.76
	TOTAL BILLS TO BE APPROVED	\$	<u><u>1,188,401.91</u></u>

## TOWN OF BLOOMSBURG- 2024 PAVING PROJECTS

04/19/2024

### PROJECT APPROACH

LIVIC Civil is proud to have been involved in the adoption of the new street cut permit ordinance, implemented in 2020, while also administering an unprecedented number of paving projects in Bloomsburg since 2018. With the proposed paving in 2024 the Town will have completed over 164,000 square yards of milling and overlay with an approximate value of \$2,660,000 (not including pavement restoration that was elected to be completed by private utilities). LIVIC Civil has been requested to provide a scope and fee schedule for the design, administration, and assistance in coordination of utilities for the 2024 Paving Projects. This year's projects are proposed to include:

- 8th Street- Old Berwick Road to Maple Street
- Oak Street - Old Berwick Road to 7<sup>th</sup> Street
- Maple Street - 7<sup>th</sup> Street to 8<sup>th</sup> Street
- 10<sup>th</sup> Street- Catherine Street to Harriet Street
- Lockard Avenue – Chestnut Street to Penn Street
- Reservoir Street – Wirt Street to Eyer Street
- Jefferson Street - 8<sup>th</sup> Street to Columbia Avenue
- 6th Street - Railroad Street to Market Street

Funding will be from Liquid Fuels, assigned ARP Funds, Street Excavation Fees, and utility contributions from the Municipal Authority Town of Bloomsburg. Coordination with UGI has been completed for previous years for excavation on Summit Avenue, however, water main replacements will be undertaken by Veolia and overlay will be postponed until 2025.

Our planned budget is below:

	Total	MATB	Town
Mill/Overlay/Base	\$319,762.22	\$39,809.17	\$279,953.06
M&P	\$15,000.00	\$2,534.84	\$12,465.16
Mobilization	\$15,000.00	\$2,534.84	\$12,465.16
Engineering (~7.5%)	\$26,232.17	\$4,432.96	\$21,799.21
Total Cost of Construction	\$375,994.39	\$49,311.81	\$326,682.58

### SCOPE OF SERVICES

The following Scope of Services outlines the coordination items required for this project:

#### 1 PRELIMINARY DESIGN AND SITE SURVEY

##### Site Investigation

LIVIC Civil will complete a site investigation by reviewing areas of required base repairs, discovering potential conflicts with other utilities, locating critical access points, pin-pointing signage/line painting, and gathering evidence of insufficient stormwater conveyance.

### Survey

Survey will be required on 6<sup>th</sup> Street to achieve overland sheet flow, design collection points, and provide a detailed grading plan.

### Preliminary Design

We will work with Public Works (PW) and coordinate any inlet replacements needed for additional conveyance, need for curbing, and base repairs.

## 2 FINAL ENGINEERING AND CONSTRUCTION PLANS

LIVIC Civil will prepare the final design based on critical items identified in the Preliminary Design Phase and requests from Public Works and create the final construction plans.

The following construction plans are anticipated to be included in the plan set:

#### I. Title Sheet

LIVIC Civil will develop this sheet to include the project name, location, location map, drawing index, utility contacts, zoning and site data, signature blocks, and applicable municipal and county approval blocks.

#### II. Existing Conditions/Demo Plan

LIVIC Civil will develop this sheet from the topographic survey data and field measurements. The existing conditions plan will serve as a base map from which the remaining plan drawings can be developed. This plan will also reference all features to be demolished and will show what features will remain.

#### III. Site Layout Plan

LIVIC Civil will develop this sheet to depict the proposed site with all dimensions critical to the site layout. The plan will also include, parking, curbing, signage, site amenities, and miscellaneous items required by local ordinances. Cross-references to construction details shall be included on this sheet.

#### IV. Site Grading Plan

Specific to the 6<sup>th</sup> Street site and others with drainage critical locations, LIVIC Civil will develop this sheet to depict critical grades, contour, and spot elevations for the construction areas. Spot elevations shall be sufficient to define proposed grade along curb lines, sidewalks, parking lots, accessible routes, inlet grates, manhole rims, and other critical high and low points.

#### V. Detail Sheet(s)

LIVIC Civil will develop this sheet(s) to include construction details needed to properly construct the project site. Typical details include pavement sections, curb, sidewalks, pavement markings, accessible ramps, accessible stalls, dumpster enclosures, utility trenches, manholes, inlet boxes, etc. The details shall meet the local municipal plan requirements.

## 3 PM/MEETINGS/COORD/SUBMISSIONS

### Meetings

We have included time to attend one bid opening, two Public Works, two Committee Council meetings , and Town Council Meetings to review the project as requested with the Town during the duration of the project.

#### 4 TECHNICAL SPECIFICATIONS/PROJECT MANUAL/BIDDING

##### Technical specifications

LIVIC will prepare technical specifications for this work. It is assumed the PennDOT 408 will serve as the basis for technical specifications with appropriate revisions provided where required.

##### Project Manual

LIVIC will prepare the Project Manual; bid documents, contract and agreement. It is assumed EJCDC documents and licenses will be provided as the template for these documents.

##### Bidding

LIVIC Civil will coordinate the advertisement per client requirements and attend the pre-bid meeting. An addenda and all files (hard copy and electronic) will be provided as required.

##### Bid Opening/Award

LIVIC Civil will attend the bid opening and verify all required submission information is included. A formal bid tabulation will be prepared and reviewed with the Town. All notifications and supplement information requests; bonds, insurance, etc. will be issued by LIVIC Civil.

#### 5 CONSTRUCTION ADMINISTRATION

##### Pre-Construction Meeting

LIVIC Civil will attend the pre-construction meeting. Items to be reviewed include schedule, pay rates, traffic/pedestrian impacts, utility interruptions, inspection requirements, etc.

##### Request for Information/Work Change Directives/Change Orders/Applications for Payments

LIVIC Civil will respond to all RFIs and issue Work Change Directives as necessary. All requested Payment Applications, Change Orders, Substantial Completion, etc. will be evaluated and prepared as appropriate.

##### Inspection

Daily Resident Inspection will be provided by Town Public Works. LIVIC Civil will review subgrade and subbase stabilization on the area to be fully reconstructed and will conduct a road assessment for all roads, prior to overlay and following milling.

LIVIC Civil will provide daily notifications to residents alerting them of planned construction, road closures etc.

##### Grant/Funding Compliance

LIVIC Civil will provide financial tracking assistance for the funding agencies and coordinate with MATB for reimbursement of their obligations.

#### ASSUMPTIONS/EXCLUSIONS

The following items are assumptions/exclusions that pertain to this proposal:

- ❖ No Curb ramp design is anticipated.
- ❖ No other permits required: HOP, UCC, Zoning, etc.

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**Contractor's Application for Payment**

<b>Owner:</b>	Town of Bloomsburg	<b>Owner's Project No.:</b>	
<b>Engineer:</b>	LIVIC Civil, LLC	<b>Engineer's Project No.:</b>	1004-11
<b>Contractor:</b>	Kuharchik Construction, Inc.	<b>Contractor's Project No.:</b>	3890
<b>Project:</b>	Bloomsburg Traffic Signal Retiming and Connectivity Project		
<b>Contract:</b>	SR 11 & Park Street Traffic Signal Modernization, and the Market & 5th Streets Signal Safety I		
<b>Application No.:</b>	3	<b>Application Date:</b>	2/29/2024
<b>Application Period:</b>	From 12/1/2023	to	2/29/2024

1. Original Contract Price	\$	1,439,335.90
2. Net change by Change Orders	\$	(481,534.80)
3. Current Contract Price (Line 1 + Line 2)	\$	957,801.10
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	274,199.00
5. Retainage		
a. 0% X \$ 274,199.00 Work Completed	\$	-
b. 10% X \$ 274,199.00 Stored Materials	\$	27,419.90
c. Total Retainage (Line 5.a + Line 5.b)	\$	27,419.90
6. Amount eligible to date (Line 4 - Line 5.c)	\$	246,779.10
7. Less previous payments (Line 6 from prior application)	\$	54,622.80
8. Amount due this application	\$	192,156.30
9. Balance to finish, including retainage (Line 3 - Line 4)	\$	683,602.10

**Contractor's Certification**

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

**Contractor:** Kuharchik Construction

**Signature:** 

**Date:** 4/19/24

**Recommended by Engineer**

**By:** 

**Title:** Director

**Date:** 4/19/2024

**Approved by Owner**

**By:**

**Title:**

**Date:**

**Approved by Funding Agency**

**By:**

**Title:**

**Date:**

**By:**

**Title:**

**Date:**

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## Progress Estimate - Unit Price Work

## Contractor's Application for Payment

Owner:	Town of Bloomsburg						Owner's Project No.:				
Engineer:	LIVIC CIVIL LLC						Engineer's Project No.:				1004-11
Contractor:	Kuharchik Construction, Inc.						Contractor's Project No.:				3890
Project:	Bloomsburg Traffic Signal Retiming and Connectivity Project										
Contract:	SR 11 & Park Street Traffic Signal Modernization, and the Market & 5th Streets Signal Safety Improvements										
Application No.: 3 Application Period: From 12/01/23 to 02/29/24 Application Date: 02/29/24											
A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
						Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Original Contract											
0208-0004	CLASS 1B EXCAVATION	21	CY	\$156.00	3,276.00					0%	3,276.00
0313-0423	SUPERPAVE ASPHALT MIXTURE DESIGN, BASE COURSE, PG-64S	79	SY	\$105.00	8,295.00					0%	8,295.00
0350-0106	SUBBASE 6" DEPTH (NO.2A)	75	SY	\$58.00	4,350.00					0%	4,350.00
0413-0248	SUPERPAVE ASPHALT MIXTURE DESIGN, WEARING COURSE,	952	SY	\$25.00	23,800.00					0%	23,800.00
0491-0012	MILLING OF ASPHALT PAVEMENT SURFACE 1 1/2" DEPTH,	922	SY	\$15.00	13,830.00					0%	13,830.00
0605-2784	TYPE M FRAME AND ADA COMPLIANT GRATE	2	SET	\$1,700.00	3,400.00					0%	3,400.00
0608-0001	MODULIZATION	1	LS	\$68,500.00	68,500.00					0%	68,500.00
0630-0035	PLAIN CEMENT CONCRETE CURB	281	LF	\$160.00	44,960.00					0%	44,960.00
0676-0001	CEMENT CONCRETE SIDEWALK	213	SY	\$190.00	40,470.00					0%	40,470.00
0695-0004	DETECTABLE WARNING SURFACE, POLYMER COMPOSITE	195	SF	\$40.00	7,800.00					0%	7,800.00
0802-0003	TOPSOIL FURNISHED AND PLACED	33	S	\$350.00	11,550.00					0%	11,550.00
4804-0001	SEEDING AND SOIL SUPPLEMENTS - FORMULA B, INCLUDING	33	SY	\$275.00	9,075.00					0%	9,075.00
0901-0001	MAINTENANCE AND PROTECTION OF TRAFFIC DURING	1	LS	\$43,000.00	43,000.00					0%	43,000.00
0910-4116	AWG 8 UNDERGROUND CABLE, COPPER, 1 CONDUCTOR	1010	LF	\$1.90	1,919.00					0%	1,919.00
0931-0001	POST MOUNTED SIGNS, TYPE B	63	SF	\$65.00	4,095.00					0%	4,095.00
0935-0001	POST MOUNTED SIGNS, TYPE F	5	SF	\$65.00	325.00					0%	325.00
0936-0200	STRUCTURE MOUNTED FLAT SHEET ALUMINUM SIGNS	178	SF	\$72.00	12,816.00					0%	12,816.00
0951-0130	TRAFFIC SIGNAL SUPPORT, 30' MAST ARM	1	EA	\$24,400.00	24,400.00					0%	24,400.00
4951-0130	TRAFFIC SIGNAL SUPPORT, 30' MAST ARM WITH CELLULAR	1	EA	\$33,100.00	33,100.00					0%	33,100.00
0951-2130	TRAFFIC SIGNAL SUPPORT, 30' MAST ARM WITH LUMINAIRE	1	EA	\$27,600.00	27,600.00					0%	27,600.00
0951-2135	TRAFFIC SIGNAL SUPPORT, 35' MAST ARM WITH LUMINAIRE	2	EA	\$29,900.00	59,800.00			25,286.00	25,286.00	42%	34,514.00
0951-2140	TRAFFIC SIGNAL SUPPORT, 40' MAST ARM WITH LUMINAIRE	2	EA	\$34,900.00	69,800.00					0%	69,800.00
0951-2145	TRAFFIC SIGNAL SUPPORT, 45' MAST ARM WITH LUMINAIRE	1	EA	\$38,400.00	38,400.00					0%	38,400.00
0951-4014	TRAFFIC SIGNAL SUPPORT, 14' PEDESTAL	1	EA	\$3,900.00	3,900.00					0%	3,900.00
4951-4026	PEDESTRIAN STUB POLE, TYPE F, MODIFIED	9	EA	\$3,500.00	31,500.00			2,200.00	2,200.00	7%	29,300.00
0952-1040	NEMA TS-2: TYPE 2 CONTROLLER ASSEMBLY, TYPE 1	1	EA	\$32,400.00	32,400.00			22,315.00	22,315.00	69%	10,085.00
4952-1040	NEMA TS-2: TYPE 2 CONTROLLER ASSEMBLY, TYPE 1	1	EA	\$32,400.00	32,400.00			22,315.00	22,315.00	69%	10,085.00
0952-3000	CONTROLLER MODIFICATION, RETIMING	5	EA	\$1,900.00	9,500.00					0%	9,500.00
0952-3001	CONTROLLER MODIFICATION, CONTROLLER UPGRADE	6	EA	\$8,900.00	53,400.00					0%	53,400.00
0953-0802	UNIFIED COMMAND AND CONTROL INTEGRATION	1	LS	\$9,400.00	9,400.00					0%	9,400.00
0954-0012	2 INCH CONDUIT	503	LF	\$10.00	5,030.00					0%	5,030.00
0954-0013	3 IN CONDUIT	1253	LF	\$11.00	13,783.00					0%	13,783.00
0954-0151	TRENCH & BACKFILL, TYPE I	461	LF	\$25.00	11,525.00					0%	11,525.00
0954-0153	TRENCH & BACKFILL, TYPE III	601	LF	\$75.00	45,075.00					0%	45,075.00
0954-0201	SIGNAL CABLE, 14 AWC, 3 CONDUCTOR	1568	LF	\$4.60	7,212.80					0%	7,212.80
0954-0202	SIGNAL CABLE, 14 AWC, 5 CONDUCTOR	3701	LF	\$4.90	18,134.90					0%	18,134.90
0954-0203	SIGNAL CABLE, 14 AWC, 7 CONDUCTOR	443	LF	\$5.30	2,347.90					0%	2,347.90
0954-0304	JUNCTION BOX, JB-27 GALVANIZED STEEL	14	EA	\$1,400.00	19,600.00			7,000.00	7,000.00	35%	12,600.00
4954-0403	ELECTRICAL SERVICE, TYPE C, TRIPLE DISCONNECT	1	EA	\$4,500.00	4,500.00					0%	4,500.00
0954-0500	DIRECTIONAL BORING	25	LF	\$250.00	6,250.00					0%	6,250.00
0954-0600	UNINTERRUPTIBLE POWER SUPPLY (UPS)	2	EA	\$5,900.00	11,800.00			3,780.00	3,780.00	32%	8,020.00
0954-0800	INSTALLATION OF CONDUIT TO EXISTING TRAFFIC SIGNAL	1	EA	\$1,100.00	1,100.00					0%	1,100.00
0955-1503	OPTICALLY PROGRAMMED SIGNAL HEAD, THREE 12" SECTIONS	2	EA	\$5,100.00	10,200.00			7,174.00	7,174.00	70%	3,026.00

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## Progress Estimate - Unit Price Work

## Contractor's Application for Payment

Owner: Town of Bloomsburg		Owner's Project No.:													
Engineer: LIVIC Civil, LLC		Engineer's Project No.:		1004-11											
Contractor: Kuharchik Construction, Inc.		Contractor's Project No.:		3890											
Project: Bloomsburg Traffic Signal Retiming and Connectivity Project															
Contract: SR 11 & Park Street Traffic Signal Modernization, and the Market & 5th Streets Signal Safety Improvements															
Application No.: S		Application Period: From 12/01/23 to 02/29/24		Application Date: 02/29/24											
A	B	C	D	E	F	G	H	I	J	K	L				
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)				
						Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)								
0955-3208	VEHICULAR SIGNAL HEAD, THREE 12" SECTIONS	14	EA	\$990.00	13,860.00			7,462.00	7,462.00	54%	6,398.00				
0955-3210	VEHICULAR SIGNAL HEAD, FIVE 12" SECTIONS	3	EA	\$1,680.00	5,040.00			2,613.00	2,613.00	52%	2,427.00				
0955-3722	LED COUNTDOWN PEDESTRIAN SIGNAL HEAD, TYPE A	12	EA	\$790.00	9,480.00			4,440.00	4,440.00	47%	5,040.00				
4956-0500	PEDESTRIAN PUSH BUTTON (WITH EXTENSION ARM)	11	EA	\$460.00	5,060.00			1,177.00	1,177.00	23%	3,883.00				
4956-0712	ONMI-VIEW VIDEO DETECTION SYSTEM	8	EA	\$35,000.00	280,000.00			163,920.00	163,920.00	59%	116,080.00				
0956-0801	OPTICAL PREEMPTION SYSTEM	8	EA	\$8,200.00	65,600.00					0%	65,600.00				
0962-1000	4" WHITE WATERBORNE PAVEMENT MARKINGS	502	LF	\$1.00	502.00					0%	502.00				
0962-1001	6" WHITE WATERBORNE PAVEMENT MARKINGS	396	LF	\$1.50	594.00					0%	594.00				
0962-1005	4" YELLOW WATERBORNE PAVEMENT MARKINGS	2079	LF	\$1.00	2,079.00					0%	2,079.00				
0963-0001	PAVEMENT MARKING REMOVAL	233	SF	\$5.50	1,281.50					0%	1,281.50				
0963-0004	4" PAVEMENT MARKING REMOVAL	458	LF	\$1.80	824.40					0%	824.40				
0963-0006	6" PAVEMENT MARKING REMOVAL	132	LF	\$2.70	356.40					0%	356.40				
0963-0010	PAVEMENT MARKING REMOVAL LEGENDS AND SYMBOLS	14	EA	\$300.00	4,200.00					0%	4,200.00				
0965-0005	16" WHITE PREFORMED THERMOPLASTIC PAVEMENT	627	LF	\$11.00	6,897.00					0%	6,897.00				
0965-0011	12" WHITE PERFORMED THERMOPLASTIC PAVEMENT	486	LF	\$22.00	10,692.00					0%	10,692.00				
0965-0021	24" WHITE PREFORMED THERMOPLASTIC PAVEMENT	230	LF	\$44.00	10,120.00					0%	10,120.00				
0965-0101	WHITE PREFORMED THERMOPLASTIC PAVEMENT LEGEND,	7	EA	\$850.00	5,950.00					0%	5,950.00				
0965-0152	"RR CROSSING", 6'-6", 12' LANE WIDTH (INCLUDES "X: RR")	1	EA	\$300.00	300.00					0%	300.00				
0965-0222	WHITE PREFORMED THERMOPLASTIC PAVEMENT LEGEND,	1	EA	\$600.00	600.00					0%	600.00				
0965-0224	WHITE PREFORMED THERMOPLASTIC PAVEMENT LEGEND,	6	EA	\$600.00	3,600.00					0%	3,600.00				
0965-0226	WHITE PREFORMED THERMOPLASTIC PAVEMENT LEGEND,	4	EA	\$1,200.00	4,800.00					0%	4,800.00				
5201-1000	ITS DEVICE FIELD ENCLOSURE, GROUND MOUNT,	1	EA	\$12,100.00	12,100.00					0%	12,100.00				
9000-0002	TEMPORARY POWER SUPPLY	1	EA	\$5,500.00	5,500.00					0%	5,500.00				
9000-0003	REMOVE AND RESET EXISTING BRICK	40	SF	\$75.00	3,000.00					0%	3,000.00				
9000-0004	REMOVE EXISTING BRICK	30	SF	\$20.00	600.00					0%	600.00				
9000-0005	LED LUMINAIRE, 100 WATT, ARM MOUNT	6	EA	\$940.00	5,640.00			1,332.00	1,332.00	24%	4,308.00				
9000-0006	REPLACEMENT OF EXISTING LUMINAIRE WITH LED LUMINAIRE,	1	EA	\$940.00	940.00					0%	940.00				
9000-0011	RAILROAD INTERCONNECT CONNECTION	1	EA	\$5,500.00	5,500.00					0%	5,500.00				
9000-0403	ELECTRICAL SERVICE, TYPE C, TRIPLE DISCONNECT	1	EA	\$4,900.00	4,900.00					0%	4,900.00				
9000-0936	LED BLANK OUT SIGN (WCC)	2	EA	\$6,100.00	12,200.00			3,185.00	3,185.00	26%	9,015.00				
9000-0962	BROADBAND WIRELESS COMMUNICATION SYSTEM RADIOS	1	LS	\$69,900.00	69,900.00					0%	69,900.00				
9000-9048	REMOVAL OF EXISTING STREET LIGHTS	3	EA	\$1,200.00	3,600.00					0%	3,600.00				
Original Contract Totals					\$	1,439,335.90	\$		\$	274,199.00	\$	274,199.00	19%	\$	1,165,136.90

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## Progress Estimate - Unit Price Work

## Contractor's Application for Payment

Owner: Town of Bloomsburg		Owner's Project No.: 1004-11	
Engineer: LVIC Civil, LLC		Engineer's Project No.: 3890	
Contractor: Kuharchik Construction, Inc.		Contractor's Project No.:	
Project: Bloomsburg Traffic Signal Retiming and Connectivity Project			
Contract: SR 11 & Park Street Traffic Signal Modernization, and the Market & 5th Streets Signal Safety Improvements			
Application No.: 3		Application Period: From 12/01/23 to 02/29/24	
		Application Date: 02/29/24	

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Item Quantity	Units	Contract Information		Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
				Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Change Orders											
CO 1	ITEMS LISTED BELOW	ORIGINAL QNTY CHANGE		ORIGINAL UNIT COST							
0413-0248	SUPERPAVE ASPHALT MIXTURE DESIGN, WEARING COURSE,	-873	SY	\$ 25.00	(21,825.00)					0%	(21,825.00)
0491-0012	MILLING OF ASPHALT PAVEMENT SURFACE 1 1/2" DEPTH,	-922	SY	\$ 15.00	(13,830.00)					0%	(13,830.00)
0605-2784	TYPE M FRAME AND ADA COMPLIANT GRATE	0	SET	\$ 1,700.00							
0608-0001	MOBILIZATION	0	LS	\$ 68,500.00							
0630-0035	PLAIN CEMENT CONCRETE CURB	0	LF	\$ 160.00							
0676-0001	CEMENT CONCRETE SIDEWALK	0	SY	\$ 190.00							
0901-0001	MAINTENANCE AND PROTECTION OF TRAFFIC DURING	0	LS	\$ 43,000.00							
0910-4116	AWG 8 UNDERGROUND CABLE, COPPER, 1 CONDUCTOR	-1010	LF	\$ 1.90	(1,919.00)					0%	(1,919.00)
0951-0130	TRAFFIC SIGNAL SUPPORT, 30' MAST ARM	-1	EA	\$ 24,400.00	(24,400.00)					0%	(24,400.00)
4951-0130	TRAFFIC SIGNAL SUPPORT, 30' MAST ARM WITH CELLULAR	-1	EA	\$ 33,100.00	(33,100.00)					0%	(33,100.00)
0951-2130	TRAFFIC SIGNAL SUPPORT, 30' MAST ARM WITH LUMINAIRE	-1	EA	\$ 27,600.00	(27,600.00)					0%	(27,600.00)
0951-2135	TRAFFIC SIGNAL SUPPORT, 35' MAST ARM WITH LUMINAIRE	-1	EA	\$ 29,900.00	(29,900.00)					0%	(29,900.00)
0951-2140	TRAFFIC SIGNAL SUPPORT, 40' MAST ARM WITH LUMINAIRE	-2	EA	\$ 34,900.00	(69,800.00)					0%	(69,800.00)
0951-2145	TRAFFIC SIGNAL SUPPORT, 45' MAST ARM WITH LUMINAIRE	-1	EA	\$ 38,400.00	(38,400.00)					0%	(38,400.00)
0951-4014	TRAFFIC SIGNAL SUPPORT, 14' PEDESTAL	-1	EA	\$ 3,900.00	(3,900.00)					0%	(3,900.00)
4951-4026	PEDESTRIAN STUB POLE, TYPE F, MODIFIED	-4	EA	\$ 3,500.00	(14,000.00)					0%	(14,000.00)
0952-3000	CONTROLLER MODIFICATION, RETIMING	-2	EA	\$ 1,800.00	(3,800.00)					0%	(3,800.00)
0953-0902	UNIFIED COMMAND AND CONTROL INTEGRATION	-1	LS	\$ 9,400.00	(9,400.00)					0%	(9,400.00)
0954-0153	TRENCH & BACKFILL, TYPE III	0	LF	\$ 75.00							
0954-0600	UNINTERRUPTIBLE POWER SUPPLY (UPS)	-1	EA	\$ 5,900.00	(5,900.00)					0%	(5,900.00)
0955-2503	OPTICALLY PROGRAMMED SIGNAL HEAD, THREE 12" SECTIONS	0	EA	\$ 5,100.00							
0955-3208	VEHICULAR SIGNAL HEAD, THREE 12" SECTIONS	0	EA	\$ 990.00							
4956-0712	ONMI-VIEW VIDEO DETECTION SYSTEM	0	EA	\$ 35,000.00							
0956-0801	OPTICAL PREEMPTION SYSTEM	-8	EA	\$ 8,200.00	(65,600.00)					0%	(65,600.00)
0962-1000	4" WHITE WATERBORNE PAVEMENT MARKINGS	-350	LF	\$ 1.00	(350.00)					0%	(350.00)
0962-1001	6" WHITE WATERBORNE PAVEMENT MARKINGS	0	LF	\$ 1.50							
0962-1005	4" YELLOW WATERBORNE PAVEMENT MARKINGS	-800	LF	\$ 1.00	(800.00)					0%	(800.00)
0963-0001	PAVEMENT MARKING REMOVAL	0	SF	\$ 5.50							
0963-0004	4" PAVEMENT MARKING REMOVAL	-42	LF	\$ 1.80	(75.60)					0%	(75.60)
0963-0006	6" PAVEMENT MARKING REMOVAL	0	LF	\$ 2.70							
0963-0010	PAVEMENT MARKING REMOVAL LEGENDS AND SYMBOLS	-7	EA	\$ 300.00	(2,100.00)					0%	(2,100.00)
0965-0005	6" WHITE PREFORMED THERMOPLASTIC PAVEMENT	-446	LF	\$ 11.00	(4,906.00)					0%	(4,906.00)
0965-0011	12" WHITE PERFORMED THERMOPLASTIC PAVEMENT	-486	LF	\$ 22.00	(10,692.00)					0%	(10,692.00)
0965-0021	24" WHITE PREFORMED THERMOPLASTIC PAVEMENT	-103	LF	\$ 44.00	(4,532.00)					0%	(4,532.00)
0965-0101	WHITE PREFORMED THERMOPLASTIC PAVEMENT LEGEND, "ONLINE" 3'-0"	-3	EA	\$ 850.00	(2,550.00)					0%	(2,550.00)
0965-0152	"RR CROSSING", 6'-6", 12' LANE WIDTH (INCLUDES "X" RR, AND 2 TRANSVERSE BANDS)	0	EA	\$ 300.00							
0965-0222	WHITE PREFORMED THERMOPLASTIC PAVEMENT LEGEND, "RIGHT ARROW" 12'-0" X 12'-0"	0	EA	\$ 600.00							

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## Progress Estimate - Unit Price Work

## Contractor's Application for Payment

Owner: Town of Bloomsburg		Owner's Project No.: _____									
Engineer: L/VIC Civil, LLC		Engineer's Project No.: 1004-11									
Contractor: Kuharchik Construction, Inc.		Contractor's Project No.: 3890									
Project: Bloomsburg Traffic Signal Retiming and Connectivity Project											
Contract: SR 11 & Park Street Traffic Signal Modernization, and the Market & 5th Streets Signal Safety Improvements											
Application No.: 3		Application Period: From 12/01/23 to 02/29/24		Application Date: 02/29/24							
A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information			Value of Bid Item (C X E) (\$)	Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) [%]	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)		Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
0965-0224	WHITE PREFORMED THERMOPLASTIC PAVEMENT LEGEND, "LEFT ARROW", 12'-0" X 3'-0"	-3	EA	\$ 600.00	(1,800.00)		-		-	0%	(1,800.00)
0965-0226	WHITE PREFORMED THERMOPLASTIC PAVEMENT LEGEND, "THRU AND RIGHT", 20'-0" X 3'-7"	-3	EA	\$ 1,200.00	(3,600.00)		-		-	0%	(3,600.00)
5201-1000	ITS DEVICE FIELD ENCLOSURE, GROUND MOUNT,	-1	EA	\$ 12,100.00	(12,100.00)		-		-	0%	(12,100.00)
9000-0002	TEMPORARY POWER SUPPLY	-1	EA	\$ 5,500.00	(5,500.00)		-		-	0%	(5,500.00)
9000-0003	REMOVE AND RESET EXISTING BRICK	0	SF	\$ 75.00			-		-		
9000-0005	LED LUMINAIRE, 100 WATT, ARM MOUNT	-3	EA	\$ 940.00	(2,820.00)		-		-	0%	(2,820.00)
9000-0006	REPLACEMENT OF EXISTING LUMINAIRE WITH LED LUMINAIRE,	-1	EA	\$ 940.00	(940.00)		-		-	0%	(940.00)
9000-0936	LED BLANK OUT SIGN (WCC)	-1	EA	\$ 6,100.00	(6,100.00)		-		-	0%	(6,100.00)
9000-0962	BROADBAND WIRELESS COMMUNICATION SYSTEM RADIOS	-1	LS	\$ 69,900.00	(69,900.00)		-		-	0%	(69,900.00)
9000-8048	REMOVAL OF EXISTING STREET LIGHTS	-3	EA	\$ 1,200.00	(3,600.00)		-		-	0%	(3,600.00)
		CO 1 QNTY		UNIT COST CHANGE							
0413-0248	SUPERPAVE ASPHALT MIXTURE DESIGN, WEARING COURSE,	79	SY	\$ 70.00	5,530.00		-		-	0%	5,530.00
0605-2784	TYPE M FRAME AND ADA COMPLIANT GRATE	2	SET	\$ 100.00	200.00		-		-	0%	200.00
0608-0001	MOBILIZATION	1	LS	\$ (23,500.00)	(23,500.00)		-		-	0%	(23,500.00)
0630-0035	PLAIN CEMENT CONCRETE CURB	281	LF	\$ 10.00	2,810.00		-		-	0%	2,810.00
0676-0001	CEMENT CONCRETE SIDEWALK	213	SY	\$ 5.00	1,065.00		-		-	0%	1,065.00
0901-0001	MAINTENANCE AND PROTECTION OF TRAFFIC DURING	1	LS	\$ (4,000.00)	(4,000.00)		-		-	0%	(4,000.00)
0951-2135	TRAFFIC SIGNAL SUPPORT, 35' MAST ARM WITH LUMINAIRE	1	EA	\$ 7,500.00	7,500.00		-		-	0%	7,500.00
0954-0153	TRENCH & BACKFILL, TYPE II:	601	LF	\$ 14.00	8,414.00		-		-	0%	8,414.00
0955-1509	OPTICALLY PROGRAMMED SIGNAL HEAD, THREE 12" SECTIONS	2	EA	\$ 140.00	280.00		-		-	0%	280.00
0955-3208	VEHICULAR SIGNAL HEAD, THREE 12" SECTIONS	14	EA	\$ 30.00	420.00		-		-	0%	420.00
4956-0712	ONMI-VIEW VIDEO DETECTION SYSTEM	8	EA	\$ 1,000.00	8,000.00		-		-	0%	8,000.00
0962-1000	4" WHITE WATERBORNE PAVEMENT MARKINGS	152	LF	\$ 0.50	76.00		-		-	0%	76.00
0962-1001	6" WHITE WATERBORNE PAVEMENT MARKINGS	396	LF	\$ 0.80	316.80		-		-	0%	316.80
0962-1005	4" YELLOW WATERBORNE PAVEMENT MARKINGS	1279	LF	\$ 0.50	639.50		-		-	0%	639.50
0963-0001	PAVEMENT MARKING REMOVAL	233	SF	\$ 1.70	396.10		-		-	0%	396.10
0963-0004	4" PAVEMENT MARKING REMOVAL	416	LF	\$ 0.60	249.60		-		-	0%	249.60
0963-0006	6" PAVEMENT MARKING REMOVAL	132	LF	\$ 0.90	118.80		-		-	0%	118.80
0963-0010	PAVEMENT MARKING REMOVAL LEGENDS AND SYMBOLS	7	EA	\$ 60.00	420.00		-		-	0%	420.00
0965-0005	6" WHITE PREFORMED THERMOPLASTIC PAVEMENT	181	LF	\$ 1.00	181.00		-		-	0%	181.00
0965-0021	24" WHITE PREFORMED THERMOPLASTIC PAVEMENT	127	LF	\$ 4.00	508.00		-		-	0%	508.00
0965-0101	WHITE PREFORMED THERMOPLASTIC PAVEMENT LEGEND,	4	EA	\$ 110.00	440.00		-		-	0%	440.00
0965-0152	"RR CROSSING", 6'-6", 12' LANE WIDTH INCLUDES "X, RR",	1	EA	\$ 3,300.00	3,300.00		-		-	0%	3,300.00
0965-0222	WHITE PREFORMED THERMOPLASTIC PAVEMENT LEGEND,	1	EA	\$ 120.00	120.00		-		-	0%	120.00
0965-0224	WHITE PREFORMED THERMOPLASTIC PAVEMENT LEGEND,	3	EA	\$ 120.00	360.00		-		-	0%	360.00
0965-0226	WHITE PREFORMED THERMOPLASTIC PAVEMENT LEGEND,	1	EA	\$ 240.00	240.00		-		-	0%	240.00
9000-0003	REMOVE AND RESET EXISTING BRICK	40	SF	\$ 3.00	120.00		-		-	0%	120.00
							-		-		
							-		-		
							-		-		

### Progress Estimate - Unit Price Work

### Contractor's Application for Payment

Owner:	Town of Bloomsburg
Engineer:	UVC Civil, LLC
Contractor:	Kuharchik Construction, Inc.
Project:	Bloomsburg Traffic Signal Retiming and Connectivity Project
Contract:	SR 11 & Park Street Traffic Signal Modernization, and the Market & 5th Streets Signal Safety Improvements

Owner's Project No.:	
Engineer's Project No.:	1004-11
Contractor's Project No.:	3890

Application No.:	3	Application Period:	From	12/01/23	to	02/29/24	Application Date:	02/29/24
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[illegible]



30-7

## Stored Materials Summary

## Contractor's Application for Payment

Owner:	Town of Bloomsburg	Owner's Project No.:	
Engineer:	LMIC Civil, LLC	Engineer's Project No.:	1004-11
Contractor:	Kuharchik Construction, Inc.	Contractor's Project No.:	8890
Project:	Bloomsburg Traffic Signal Retiming and Connectivity Project		
Contract:	SR 11 & Park Street Traffic Signal Modernization, and the Market & 5th Streets Signal Safety Improvements		

Application No.:		3		Application Period:		From		12/01/23		to		02/29/24		Application Date:		02/29/24	
A	B	C	D	E	F	G	H	I	J	K	L	M					
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Materials Stored			Incorporated In Work			Total Amount Incorporated in the Work (J+K) (\$)	Materials Remaining In Storage (I-L) (\$)				
						Previous Amount Stored (\$)	Amount Stored this Period (\$)	Amount Stored to Date (G+H) (\$)	Amount Previously Incorporated in the Work (\$)	Amount Incorporated in the Work this Period (\$)							
0954-0304	9448	1	12 x 24 x 24 Junction Box		1	7,000.00		7,000.00			-	7,000.00					
0951-2195	51702	2	TRAFFIC SIGNAL SUPPORT, 35' MAST		2	25,286.00		25,286.00			-	25,286.00					
9000-0005	51529	2	LED LUMINAIRE, 100 WATT, ARM MOUNTED		2	1,332.00		1,332.00			-	1,332.00					
4951-4026	2023-721	2	PEDESTRIAN STUB POLE, TYPE F, MOUNTED		2	2,200.00		2,200.00			-	2,200.00					
0955-1503	2023-721	2	OPTICALLY PROGRAMMED SIGNAL HEAD		2	7,174.00		7,174.00			-	7,174.00					
0955-3208	2023-721	2	VEHICULAR SIGNAL HEAD, THREE 12" LAMP		2	7,462.00		7,462.00			-	7,462.00					
0955-3210	2023-721	2	VEHICULAR SIGNAL HEAD, FIVE 12" LAMP		2	2,613.00		2,613.00			-	2,613.00					
0955-3722	2023-721	2	LED COUNTDOWN PEDESTRIAN SIGNAL		2	4,440.00		4,440.00			-	4,440.00					
9000-0936	2023-721	2	LED BLANK OUT SIGN (WCC)		2	3,185.00		3,185.00			-	3,185.00					
4956-0500	2024-107	3	PEDESTRIAN PUSH BUTTON (WITH BLANK)		3	-	1,177.00	1,177.00			-	1,177.00					
4956-0712	2024-107	3	ONMI-VIEW VIDEO DETECTION SYSTEM		3	-	163,920.00	163,920.00			-	163,920.00					
4952-1040	2024-098	3	NEMA TS-2: TYPE 2 CONTROLLER ASSEMBLY		3	-	22,315.00	22,315.00			-	22,315.00					
0952-1040	2023-827	3	NEMA TS-2: TYPE 2 CONTROLLER ASSEMBLY		3	-	22,315.00	22,315.00			-	22,315.00					
0954-0500	2023-827	3	UNINTERRUPTIBLE POWER SUPPLY		3	-	3,780.00	3,780.00			-	3,780.00					
								-			-	-					
								-			-	-					
								-			-	-					
								-			-	-					
								-			-	-					
Totals						\$ 60,692.00	\$ 213,507.00	\$ 274,199.00	\$ -	\$ -	\$ -	\$ 274,199.00					

4A-1  
PASSION, CREATIVITY, & TEAMWORK

**RTI<sup>®</sup>**

RIVERSIDE TECHNOLOGIES, INC.

748 North 109th Court  
Omaha, NE 68154

## Managed Services Agreement

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The Town of  
**Bloomsburg**

**The Town of Bloomsburg**

301 E. 2nd Street

Bloomsburg, PA 17815

 [www.1RTI.com](http://www.1RTI.com)

**RTI<sup>®</sup>**  
RIVERSIDE TECHNOLOGIES, INC.

 866.804.4388

### Terms of Agreement

This Agreement between **The Town of Bloomsburg**, herein referred to as "Company," and Riverside Technologies, Inc., herein referred to as "RTI," **is effective upon the date signed, shall remain in force from May 1, 2024 – December 31, 2025**, and will be reviewed quarterly to address any necessary adjustments or modifications. Should adjustments or modifications be required that increase the monthly fees paid for the services rendered under this Agreement, these increases will be reviewed and amended in writing upon 60-day notice. An example of this would be an increase in number of systems by greater than 15%. The Service Agreement automatically may be extended for a subsequent Two (2) additional two-year terms beginning on the day immediately following the end of the Initial Term. The Agreement may be terminated at any time by either party upon 60-day written notice in accordance with the provisions set forth herein.

If either party terminates this Agreement, with appropriate notice as set forth above, RTI will assist Company in the orderly termination of services, including timely transfer of the services to another designated provider. Company agrees to pay RTI the actual costs of rendering such assistance.

**If you decide to discontinue your relationship with RTI or become an inactive customer, we will adhere to the confidentiality policies and practices as described in this notice.**

### Fees and Payment Schedule

Fees will be **\$1,700 per month**, invoiced to Company on a monthly basis. **Services under this Agreement shall commence on May 1, 2024 (the "Commencement Date"). Payment for the first month's fees shall be due no later than 15 days after the Commencement Date** and will become due and payable on the first day of each month. Services will be suspended if payment is not received within 30 days following date due. Refer to Appendix B for services covered by the monthly fee under the terms of this Agreement. All fees will be processed through ACH direct deposit. If Company decides to use another payment method, a processing fee of 10% will be assessed.

***It is understood that any and all Services requested by Company that fall outside the terms of this Agreement will be considered Projects, which will be quoted, approved by authorized personnel, and billed as separate, individual Services.***

### Notice

All notices, requests, and communications under this Agreement shall be in writing. Notice shall be deemed to have been given on the date of service if personally served, emailed, or served by facsimile to the party to whom notice is to be given. If notice is mailed: it shall be deemed to be given within seventy-two (72) hours after mailing, if mailed to the party to whom notice is to be given by first-class mail, registered, or certified postage prepaid and addressed to the party at the address set out below, or any other address that any party may designate by written notice from time to time.

**The Town of Bloomsburg**  
301 E. 2nd Street  
Bloomsburg, PA 17815

**Riverside Technologies, Inc.**  
748 North 109th Court  
Omaha, NE 68154

### Taxes

It is understood that any federal, state, or local taxes applicable shall be added to each invoice for services or materials rendered under this Agreement. Company shall pay any such taxes unless a valid exemption certificate is furnished to RTI for the state of use.

### Coverage

Management of the Company's IT network will be provided to Company by RTI through remote means between the hours of 6 a.m. – 10 p.m. CST, Monday through Friday, excluding federally recognized holidays. Hardware costs of any kind are not covered under the terms of this Agreement.

### Additional Maintenance Services

#### **Hardware/System Support**

RTI shall provide support of all hardware and systems specified in Appendix B, provided that all hardware is covered under a currently active vendor support contract and all software is genuine, currently licensed, and vendor supported. Should any hardware, systems, or software fail to meet these provisions, they will be excluded from this Service Agreement. Should 3<sup>rd</sup> party vendor support charges be required in order to resolve any issues, these will be passed on to Company after first receiving Company's authorization to incur them.

#### **Virus Recovery for Currently Licensed, EDR-Protected Systems**

Attempted recovery from damages caused by virus infection, not detected and quarantined by the latest EDR definitions, is covered under the terms of this Agreement. **This Service is limited to those systems protected with a currently licensed, vendor-supported and provided EDR solution.**

The environment must have a currently licensed, up-to-date, and vendor-supported, server-based EDR solution protecting all servers, desktops, notebooks/laptops, and email. RTI will provide this within the scope of the contract for all devices falling under this agreement.

#### **Monitoring/Notification Services**

RTI will provide ongoing monitoring and security services of all critical devices as indicated in Appendix B. RTI will provide an email and/or text notification to Company regarding server interruptions **as designated by Company**. RTI will provide monthly reports as well as document critical alerts, scans, and event resolutions to Company. Should a problem be discovered during monitoring, RTI shall make every attempt to remotely rectify the condition in a timely manner. If Company requests action to be taken outside of normal business hours, see emergency service rates under the provisions of Appendix B.

### Suitability of Existing Environment

The environment must have a currently licensed, up-to-date, and vendor-supported, server-based EDR solution protecting all servers, desktops, notebooks/laptops, and email. RTI will provide this within the scope of the contract for all devices falling under this Agreement.

If the minimum standards of the Company network are not met at the start of the contract, RTI will

provide an upgrade roadmap to assist Company in prioritizing to meet those requirements. Company will have 90 days to bring its network up to the required standards, unless otherwise noted in writing.

Costs required to bring the Company environment up to these minimum standards are not included in this Agreement.

### **Excluded Services**

Service rendered under this Agreement **does not** include:

- Parts, equipment, or software not covered by vendor/manufacture warranty or support
- The cost of any parts, equipment, or shipping charges of any kind
- The cost of any software, licensing, or software renewal/upgrade fees of any kind
- The cost of any 3<sup>rd</sup> party vendor or manufacturer support or incident fees of any kind
- The cost to bring the Company environment up to minimum standards required for services
- Failure due to acts of God, building modifications, power failures, or other adverse environmental conditions or factors
- Service and repair made necessary by the alteration or modification of equipment other than that authorized by RTI, including alterations, software installations, or modifications of equipment made by Company employees or anyone other than RTI. Servers are administered by RTI personnel only.
- Maintenance of application software packages, whether acquired from RTI or any other source, unless otherwise specified in Appendix B

### **Alterations to Services or Equipment**

If Company alters any services or equipment conducted by RTI without the express written consent of RTI, Company does so at its own risk and expense. RTI shall not be liable or responsible for problems created as a result of Company's alteration of services, equipment, and/or network or system. If Company would like RTI to correct/fix its alterations or problems relating thereto, such services by RTI will be considered a new project, and Company agrees that the same terms and conditions set out in this Agreement shall apply.

### **Obligation to Backup Software**

Recovery coverage assumes data integrity on the Company backup media. RTI does not guarantee the integrity of the backups or the data stored on the backup media. Under this coverage, RTI will restore the server to the point of the last successful backup. If the server or its applications require additional configuration beyond the data provided by the latest backup, RTI will bill this portion at its standard time and materials rates.

### **Reimbursement for Supplies**

On occasion, RTI may need to purchase spare parts, other equipment, supplies, accessories, or software; in that case, Company shall be responsible for and agrees to reimburse RTI for all such costs or expenses incurred under this project. No purchases will be made without prior approval from Company.

### **Company Warranty Regarding Software Licensing**

Company warrants that all software it provides to RTI for installation, configuration, or use in any way, has been legally obtained and is properly licensed. Company further warrants that it has legally purchased a sufficient number of copies of such software and that it has not violated any licensing laws.

RTI has no knowledge regarding licensing of software provided to it by Company, and Company indemnifies RTI for any installation, configuration, or use of such software. Company understands and acknowledges that it shall be solely responsible and liable for all licensing and purchasing of software.

Company will provide all software installation media and key codes in the event of a failure.

### **Limitation of Liability**

RTI shall not be liable to Company for direct damages greater than the amount or price payable hereunder for its services. Further, RTI shall not be liable to Company for any special, indirect, incidental, consequential, or punitive damages arising out of or relating to this Agreement, whether the claim alleges tortious conduct (including negligence) or any other legal theory.

In no event shall RTI be held liable for indirect, special, incidental, or consequential damages arising out of service provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs.

### **Relationship**

RTI provides Services to Company hereunder as an independent contractor, and this Agreement shall not be construed as a partnership or joint venture.

### **Non-Solicitation of Employees**

Company acknowledges that RTI has a substantial investment in its employees that provide Services to Company under this Agreement and that such employees are subject to RTI's control and supervision. In consideration of this investment, Company agrees not to solicit, hire, employ, retain, or contract with any employee of the other, without first receiving RTI's written consent.

### **Confidentiality**

RTI and its agents will not use or disclose Company information, except as necessary for or consistent with providing the contracted services, and will protect against unauthorized use.

### **Authorization**

Company acknowledges that the person signing this Agreement on its behalf is authorized to do so and may bind Company to all the terms and conditions contained herein, and represents and warrants that such person is acting within the scope of his or her authority as an officer, director, or duly authorized agent or employee of Company.

### **Governing Law**

Any controversies arising out of or relating to this Agreement or the interpretation, performance, or



breach thereof shall be settled in Missouri. Judgment upon any award rendered may be entered and enforced in any court having jurisdiction. This constitutes the entire Agreement between Company and RTI for the monitoring/maintenance/service of all equipment listed in Appendix B.

Pennsylvania law shall govern the construction, validity, and interpretation of this Agreement and the performance of its obligations.

RTI is not responsible for failure to render services due to circumstances beyond its control including, but not limited to, acts of God.

### **Acceptance of Service Agreement**

This Service Agreement covers only those services and equipment listed in Appendix B. RTI must deem acceptable any equipment/services Company may want to add to this Agreement after the effective date. The addition of equipment/services not listed in Appendix B at the signing of this Agreement, if acceptable to RTI, shall result in an adjustment to Company's monthly charges.

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their duly authorized representatives as of the date set forth below.

Accepted by:

\_\_\_\_\_  
Name – Riverside Technologies, Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name – The Town of Bloomsburg

\_\_\_\_\_  
Date

### **Response and Resolution Times**

Management of the Company's IT network will be provided to Company by RTI through remote means between the hours of 6 a.m. – 10 p.m. CST, Monday through Friday, excluding federally recognized holidays.

## **Appendix B**

### **General**

Description	Frequency	Included?
Document software and hardware changes	As needed	YES
Backup alerts / ensure backups run as scheduled	Daily	YES

### **Servers**

Description	Frequency	Included?
Manage servers – see details below*	Ongoing	YES
Monitor all server services	Ongoing	YES
Ensure service packs, patches, and hotfixes remain current as per company policy	Monthly	YES
Check event log of every server and identify any potential issues	Monthly	YES
Monitor hard drive free space on server	Ongoing	YES
Exchange server user / mailbox management	As needed	YES
Monitor active directory replication	Ongoing	YES
SQL server management	As needed	YES
Reboot servers if needed	Monthly	YES
Schedule off-time server maintenance (after hours)	Monthly	YES
Install supported server software upgrades	As needed	YES
Set up and maintain groups / active directory	As needed	YES
Check status of backups	Daily	YES

Alert Company of dangerous conditions <ul style="list-style-type: none"> <li>- Memory running low</li> <li>- Hard drive showing sign of failure</li> <li>- Hard drive running out of disk space</li> <li>- Controllers losing interrupts</li> <li>- Network cards reporting unusual collision activity</li> </ul>	Monthly	YES
Address file issues (deleted files, corrupted files, etc.)	As needed	YES
Clean and prune directory structure to keep it efficient and active	As needed	YES

## Network

Description	Frequency	Included?
-------------	-----------	-----------



Check router logs	As needed	YES
Conduct performance monitoring / capacity planning	Ongoing	YES
Monitor switches and Internet connectivity, and make sure everything is operational (available for SNMP manageable devices only)	Ongoing	YES
Maintain office connectivity to the Internet	Ongoing	YES

### Security

Description	Frequency	Included?
Check firewall logs	As needed	YES
Confirm that EDR virus definition auto updates have occurred	Daily	YES
Confirm that anti-spyware updates have occurred	Daily	YES
Confirm that backup has been performed on a daily basis	Daily	YES
Create new directories, shares, security groups, and new accounts; disable/delete old accounts; manage account policies	As needed	YES
Manage permissions and file system	As needed	YES
Set up new users including login restrictions, passwords, and security	As needed	YES
Set up and change security for users and applications	As needed	YES
Monitor for unusual activity among users	As needed	YES

### Devices

Description	Frequency	Included?
Manage desktops	Ongoing	YES
Manage other networked devices / printers under an existing support agreement	Ongoing	YES
Set up mobile devices	As needed	NO

### Applications

Description	Frequency	Included?
Ensure Microsoft ActiveSync applications are functioning	As needed	YES
Ensure Adobe Acrobat applications are functioning	As needed	YES
Ensure Backup applications are functioning	Ongoing	YES

### Vendor Management (if under support agreement with vendor)

Description	Frequency	Included?
LOB (line-of-business software) – under support agreement	If supported	YES
QuickBooks or business accounting package	If supported	YES
Copier vendors	If supported	YES
Time and attendance software	If supported	YES
Scanning devices	If supported	YES
Manufacturing / devices on the network	If supported	YES

### \*Manage Servers Details

Description	Frequency	Included?
Remote PC management / Help Desk	8 a.m. – 5 p.m. M-F	INCLUDED
Remote server management	8 a.m. – 5 p.m. M-F	INCLUDED
Remote network management	8 a.m. – 5 p.m. M-F	INCLUDED
Remote network devices and printers	8 a.m. – 5 p.m. M-F	INCLUDED
Network monitoring	24 x 7 x 365	INCLUDED
RTI lab labor	8 a.m. – 5 p.m. M-F	INCLUDED

Onsite labor (if deemed necessary by RTI)	8 a.m. – 5 p.m. M-F	INCLUDED
Description	Time	Rate
Remote PC service and support / Help Desk (billed in ½-hour increments)	10 p.m. – 6 a.m. M-F	INCLUDED
Remote printer management (billed in ½-hour increments)	10 p.m. – 6 a.m. M-F	INCLUDED
Remote network management (billed in ½-hour increments)	10 p.m. – 6 a.m. M-F	INCLUDED
Remote server management (billed in ½-hour increments)	10 p.m. – 6 a.m. M-F	INCLUDED
RTI lab labor	10 p.m. – 6 a.m. M-F	INCLUDED
Onsite labor	10 p.m. – 6 a.m. M-F	\$ 150 / hour
Remote labor All other times (weekends and holidays) (billed in ½-hour increments)		INCLUDED
RTI lab labor All other times (weekends and holidays)		INCLUDED

## Appendix C

Notwithstanding any other provision of the contractual documents, in no circumstance shall RTI be liable to Company under or in connection with the contractual documents or otherwise for:

- Any loss or corruption of data (whether temporary or permanent);
- Consequential, indirect, or incidental loss;
- Inability to restore data due to the loss of Company's encryption keys;
- Loss of profits, revenue, business, or anticipated savings or increased expenses.
- RTI does not guarantee the integrity of the backups or the data stored on the backup media.

To the extent permitted by Missouri Law, Company shall indemnify RTI on demand against any and all reasonable costs, expenses (including, without limitation, legal costs), liabilities, losses, damages, claims, demands, and judgments that Company incurs or suffers as a result of an uncured breach of a material provision of this agreement by the company.

Covered equipment:	30 computers/laptops
Managed servers:	4 servers

**Anti-malware, EDR, software updates, and management software included with contract**

**Covered software / vendor management (under support contract):**

**Covered hardware with a support agreement and/or in-warranty / vendor management (under support contract):**

**Backup Recovery Guarantee**

RTI guarantees that in the event of a hardware failure, an OS security exploitation, or a server-side virus infection, Company will not be billed for the labor required to restore your server to the point provided by the last good and available backup. Furthermore, Company reserves the right to request that the backup recovery service be delivered during business hours, nights, and/or weekends. RTI will attempt to the best of its available resources to meet Company's scheduling requests.

**Scheduled Maintenance Windows**

RTI will regularly install patches and critical updates to Company's server to help ensure that Company is guarded against the latest vulnerability threats. For many of these updates to be installed properly, Company's server must be restarted. RTI will restart Company's servers, as necessary, between our regular maintenance window of 11 p.m. and 4 a.m. CST, Sunday through Saturday. If the expected downtime is greater than 15 minutes, then RTI's managed services staff will contact Company to inform Company of the outage. Company reserves the right to request that RTI reschedule the outage to align with Company's business needs.

**Qualifications**

In order to qualify for RTI's backup recovery coverage, Company's environment must comply with the following requirements:

**Initials**

- \_\_\_\_\_ All servers must be running Microsoft Windows Operating Systems (2016 server or newer)
- \_\_\_\_\_ All servers must have all of the latest Microsoft Service Packs and critical updates installed
- \_\_\_\_\_ All desktop PCs and laptops must be running Microsoft Windows Operating Systems (Windows 10 Pro or newer)
- \_\_\_\_\_ All PCs/laptops must have the latest Microsoft Service Packs and critical updates installed
- \_\_\_\_\_ All server and desktop software must be genuine, licensed, and vendor supported
- \_\_\_\_\_ The environment must have a currently licensed, vendor-supported, server-based backup solution that can be monitored and send notifications on job failures and successes
- \_\_\_\_\_ The environment must have a currently licensed, vendor-supported firewall between the internal network and the Internet
- \_\_\_\_\_ Infrastructure equipment must be protected by a UPS
- \_\_\_\_\_ All wireless business data traffic in the environment must be securely encrypted
- \_\_\_\_\_ There must be an outside static IP address assigned to a network device, allowing RDP and/or VPN access
- \_\_\_\_\_ Servers must ONLY be administered by RTI personnel
- \_\_\_\_\_ All hardware that is replaced must be under Manufacturer Warranty, or it will be quoted and approved accordingly



**Backup Recovery Service Exclusions**

RTI reserves the right to bill for labor incurred during a server recovery if circumstances surrounding Company's server failure meet the following codifications in whole or in part:

1. Company fails to adhere to all of the requirements outlined in the above "Qualifications" section
2. Environmental failure events that render hardware unusable
3. Force majeure events beyond RTI's reasonable control including but not limited to acts of God, government regulation, labor strikes, natural disaster, and national emergency