

**SELLERSBURG TOWN COUNCIL MEETING MINUTES
316 E UTICA STREET | SELLERSBURG, IN 47172
FEBRUARY 12, 2024**

CALL TO ORDER

President Brad Amos called the meeting to order at 6:01 p.m.

ROLL CALL OF MEMBERS:

Present: President Brad Amos, Vice-President Scott McVoy, Second Vice President Terry Langford, Member Randy Mobley, Member Matt Czarnecki, Town Attorney Jacob Elder, Town Manager Charlie Smith, and Clerk Treasurer Michelle Miller.

PRAYER AND PLEDGE OF ALLEGIENCE

MOTION TO ADOPT THE AGENDA AS PRESENTED:

M|S|V: McVoy | Czarnecki | 5-aye, 0-nay, motion approved.

APPROVAL OF MINUTES:

M|S|V: Czarnecki | Mobley | 5-aye, 0-nay, motion approved.

APPROVAL OF JANUARY PAYROLL ALLOWANCE DOCKET:

M|S|V: McVoy | Czarnecki | 5-aye, 0-nay, motion approved.

APPROVAL OF ALLOWANCE CLAIMS:

M|S|V: Czarnecki | McVoy | 5-aye, 0-nay, motion approved.

NEW BUSINESS:

1. **JTL PROJECT 23101 INVOICES | SELLERSBURG POLICE DEPT DEMOLITION | TO BE PAID OUT OF CREDIT | \$1,690.00:**
MSV: Czarnecki | McVoy | 5-aye, 0-nay, motion approved.
2. **PACE CONTRACTING | CHANGE ORDER 8 APPROVAL:**
3. **PACE CONTRACTING | CHANGE ORDER 9 APPROVAL:**
One motion for approval of Change Order's 8 and 9 in the credit amount of \$74,726.95 or more:
MSV: Czarnecki | McVoy | 5-aye, 0-nay, motion approved.
4. **OHM ADVISORS | 2024 PROFESSIONAL SERVICES PROPOSAL APPROVAL FOR STORMWATER PROGRAM SUPPORT | NOT TO EXCEED \$14,000:**
MSV: Czarnecki | Langford | 5-aye, 0-nay, motion approved.

SELLERSBURG TOWN COUNCIL MEETING MINUTES
316 E UTICA STREET | SELLERSBURG, IN 47172
FEBRUARY 12, 2024

RECEIPT OF STAFF REPORTS:

TOWN MANAGER, CHARLIE SMITH: Gives updates on various projects.

TOWN ENGINEER, JACOBI, TOOMBS & LANZ:

Jim Hagerty Presents project status report (attached) and Town Manager Charlie Smith gives updates

TOWN ATTORNEY, JACOB ELDER:

Requests approval to move forward with the Dupont Class Action Lawsuit with Tapp Law Firm:
M|S|V: Czarnecki | Mobley | 5-aye, 0-nay, motion approved.

ADJOURNMENT:

MSV: Czarnecki | Langford | 5-aye, 0-nay, motion approved.
Time adjourned: 6:26 p.m.

Minutes approved this **26th** day of **FEBRUARY, 2024**

Brad J. Amos, Council Member

Matt Czarnecki, Council Member

Scott McVoy, Council Member

Terry Langford, Council Member

Randall Mobley, Council Member

Attest: Michelle D. Miller, Clerk Treasurer



February 1st, 2024

Mr. Bart Meyer
Assistant Building Commissioner, MS4 Coordinator
316 East Utica Street
Sellersburg, Indiana 47172

**RE: Proposal for Professional Services - 2024
Sellersburg Stormwater Program Support**

Dear Mr. Meyer,

OHM Advisors (OHM) appreciates the opportunity to submit this proposal for professional services related to Sellersburg's Stormwater Program Support needs. Our staff have continuously served Sellersburg and surrounding communities throughout southern Indiana for over fifteen years on a variety of stormwater program and project-related efforts. OHM Advisors, comprised of over 600 professionals companywide, understands communities and strives to partner with them to develop and implement efficient, effective solutions. We understand the challenges of stormwater program management, planning and financing strategies, GIS services, and capital improvement project designs and construction observation. We also have an extensive track record with the Municipal Separate Storm Sewer System (MS4) Program, and have already begun the process of integrating these recently updated regulations into the Sellersburg MS4 Program. We have a strong history of constructively working with regulatory agencies, like the Indiana Department of Environmental Management (IDEM), to develop appropriate, workable solutions that balance MS4 Program requirements with available municipal resources.

This letter provides an overview of the anticipated services, time schedule, fees, and Standard Terms and Conditions. For the purposes of this proposal, the term "Client" shall be the Town of Sellersburg, Indiana. All work proposed will be on a time and materials basis unless otherwise indicated. This will allow OHM to collaboratively address activities with the client and interested parties throughout these services supporting the Stormwater Program. At times, services may be iterative in nature, requiring feedback from Sellersburg, its partners, regulatory agencies, or utility owners, before final products can be delivered. This is especially applicable to the MS4 Program and also design improvement projects. During the course of these support services, OHM will strive to maximize functional, cost-effective solutions for the client.

Stormwater Program Background & Overview

The MS4 Program was promulgated through amendments to the Clean Water Act and is based on the National Pollutant Discharge Elimination System (NPDES), the same system used to regulate wastewater plants, industrial sites, and other "point sources" discharging to rivers, lakes, and streams. Since 2003, it has been a requirement for Sellersburg to address these state and federal regulations through the Phase II MS4 Program. The focus of the MS4 Program is addressing nonpoint source pollution in urban areas – essentially what is on the ground that is washed into our streams, creeks, rivers, and lakes every time it rains. On December 18th, 2021, IDEM approved and signed the new MS4 General Permit (INR040000), which contains the first major regulation changes since the original language was developed nearly two decades ago. The new permit has modified and enhanced multiple activities compared to the previous permit, and OHM has been working with Sellersburg to integrate these new Program requirements. Over 200 communities and entities are regulated under the MS4 Program in the state of Indiana.



The MS4 Program requires the implementation of six minimum control measures (MCMs) that address various Program activities like monitoring active construction sites, educating the public, mapping and screening the stormwater system, training employees and considering water quality during maintenance efforts, among other measures. Program performance is measured through periodic reporting and MS4 audits conducted by regulatory agencies. The MS4 Program, though challenging at times, is best managed through proactive approaches like partnerships and efficient enhancements to existing activities.

Though Sellersburg staff have been working to address many MS4 Program requirements, support from outside specialists can be beneficial in understanding the regulations, developing the program, and implementing the strategies. Such support may include MS4 Program audit support with regulatory agencies, investigation and response to illicit discharges, problems at construction sites, assistance with annual reports, employee training, lessons learned from other similar communities, or other issues. In early 2024, a major initiative will be ordinance and technical manual revisions to meet the new permit requirements. Tasks that have already been completed in response to the new permit include: development and submittal of the Notice of Intent (NOI), Water Quality Characterization Report (WQCR), and Stormwater Quality Management Plan (SWQMP).

Additionally, OHM staff can support a variety of Stormwater Program activities complementary to the MS4 Program. These efforts have included program and project funding strategies, drainage complaints/concerns, master planning, conceptual and detailed project designs, contractor coordination, services during construction, and other stormwater related support. OHM will can support Sellersburg on these efforts when requested.

Scope of Services

MS4 PROGRAM SUPPORT SERVICES AND MATERIALS

Because of the dynamic nature of the MS4 Program, OHM will provide support on a time and materials basis and only when requested by Sellersburg. Items and materials developed in association with these services will be provided to Sellersburg in digital and hardcopy format when requested. Based on our staff's past work with Sellersburg, the new MS4 permit initiatives, and directives announced by the state regulators, the following activities are most reasonably anticipated in the immediate future to support and enhance MS4 Program measures:

- Southern Indiana Stormwater Advisory Committee (SWAC): The SWAC is a regional partnership currently comprised of nine (9) communities, whose goal is to guide stormwater quality programs in a cost-effective, consistent, and efficient manner. Staff from OHM have been involved with the SWAC for over 15 years. Tasks typically include: develop topics/content for and lead four (4) SWAC meetings each year, manage and produce documentation and educational resources (brochures, guidebooks, etc.) developed by the SWAC, develop additional materials and update existing materials to meet new requirements, website management, maintain online social media sites, support public education and outreach initiatives, remain apprised of IDEM priorities and program directives. With the new permit initiatives, many of which require written plans and documentation of procedures, a boilerplate will be developed for all SWAC communities and then tailored to individual MS4s. As part of this partnership, the SWAC will set up a regional training session each year. (SWAC community participation and breakdown at the end of this section.)
- MS4 Annual Report Assistance: A review and summary of Sellersburg's MS4 Program progress must be submitted to IDEM MS4 regulators by April 1st, 2024. OHM will provide language for regional activities, such as the Stormwater Advisory Committee, that Sellersburg can include in their report. OHM will also assist with providing wording, data analysis, and documentation review specific to Sellersburg.
- New MS4 Permit Initiatives: The Sellersburg Stormwater Quality Management Plan (SWQMP) was submitted in 2023, outlining the activities that make up the MS4 Program, many of which have already begun to be implemented. In addition to regional initiatives through the SWAC, OHM Advisors may assist



with Sellersburg-specific activities such as: developing written procedures for construction site inspection tracking, operational and maintenance (O&M) plan for all stormwater structural measures owned/operated by the Town, and post-construction BMP inspections; annual employee training; reviewing and updating data of the stormwater system including outfalls; assist with surface visual inspections of at least 15% of the mapped stormwater system; provide GIS data and technical equipment support for stormwater data collection efforts; and perform annual facility inspections.

- **Ordinance Updates:** With the new permit requirements for the Indiana MS4 Permit and the Construction Stormwater General Permit (INRA00000), revisions to existing ordinances are required to be in effect by April 2024. OHM has already begun assembling the required changes to ordinances with an emphasis on implementing solutions that are workable without placing undue strain on communities, while meeting the new permit requirements. OHM will review and provide recommendations for revisions to the Town's Stormwater Ordinance (and Stormwater Maintenance Standards) in 2024.
- **MS4 Program Audit(s):** Many of the surrounding communities have already been audited for their MCM 4&5 Construction and Post-Construction Program audits, so it is very likely that Sellersburg will be selected for an audit in 2024. In addition, the state regulator, Staci Goodwin, has indicated that she will be in Southern Indiana in 2024 for audits of the MCM 1, 2, 3, & 6 Programs regarding Public Education, Outreach, and Participation, Illicit Discharges, and Municipal Good Housekeeping. OHM will assist Sellersburg in preparing for these audits, as well as audit participation, if requested.

SWAC Participation & Composition

#	Community	2020 Census	SWAC %
1	Clarksville, Town of	22,333	11.0%
2	Madison, City of	12,357	6.1%
3	Sellersburg, Town of	9,310	4.6%
4	Floyd County	37,649	18.5%
5	New Albany, City of	37,841	18.6%
6	Oak Park Conservancy District	5,379	2.6%
7	Jeffersonville, City of	44,068	21.7%
8	Georgetown, Town of	3,805	1.9%
9	Clark County	30,582	15.0%
TOTALS		203,324	100.0%

ADDITIONAL MS4 & STORMWATER PROGRAM SUPPORT SERVICES

Other situations may arise for Sellersburg that OHM is prepared to support, on a time and materials basis. These efforts could include:

- Additional procedural changes as a result of permit revisions and feedback from IDEM;
- Sellersburg Board meetings participation and presentations;
- MS4 Program audit preparation, participation, and support;
- Municipal employee training;
- IDEM and other regulatory agency coordination;
- Coordination with Sellersburg partners on Stormwater Program activities and implementation;
- Stormwater program funding sustainability analyses, user fee evaluation, long-term funding strategies, etc.;
- Field investigation support (i.e. illicit discharges, active construction sites, flooding/standing water, etc.);
- Field data collections, conditions assessments, and asset mapping (i.e. stormwater system mapping updates, data for planning, maintenance initiatives, and conceptual design, etc.)



- Stormwater quantity management support (i.e. drainage capacity issues, etc.);
- Conceptual plan development, project cost projections, alternatives analyses, value engineering;
- Permitting assistance – state and federal permits (401/404, etc.);
- Improvement project design, bidding support, contractor coordination, construction observation, etc.
- Other services when requested and agreed upon by both parties.

Responsibilities of Client

The CLIENT will provide historical materials and documentation on activities currenting being implemented to support stormwater program measures and develop materials for designs and related services.

Additional Services

The CLIENT may request additional services that are not included with the original Scope of Services. OHM Advisors will provide an Amendment to this Letter Proposal outlining the specific Scope of Services to be added. Compensation and schedule for the Additional Services will be detailed within the Amendment.

Schedule

OHM is available immediately upon approval and execution of this Letter Proposal. Services will be continue to be provided as available budget allows.

Fee

We will perform the above services on a time and materials basis, per the attached Hourly Rate Schedule (Exhibit 1). The contract limit is \$14,000. We will not exceed the contract limit without the CLIENT's prior approval. Invoicing will be performed monthly and include a summary of activities performed during the billing period.

Contract Terms and Conditions

“Standard Terms and Conditions”, dated March 11, 2021, is incorporated into this proposal by reference. Consider the term Owner to mean CLIENT as referred to in this letter.



Acceptance

If this proposal is acceptable to you, a signature on this letter of acceptance will serve as our authorization to proceed. If you have any questions or require additional information, please do not hesitate to contact Rob Huckaby by email at rob.huckaby@ohm-advisors.com or by phone at (502) 537-7620. Thank you allowing us to continue to be of service., and we look forward to working with you on this project.

Orchard, Hiltz, & McCliment, Inc.
CONSULTANT

Town of Sellersburg, Indiana
CLIENT

Rob Huckaby, PE

Director of Greater Louisville Office

Signature: Brad J. Amos
Name: Brad J. Amos
Title: Council President
Date: 2/12/2024

Attachments: 1) Hourly Rate Schedule
2) Standard Terms and Conditions

Cc: A. Padron, PE, OHM Advisors

TERMS & CONDITIONS



1. THE AGREEMENT. These Terms and Conditions and the attached Proposal or Scope of Services, upon acceptance by CLIENT, shall constitute the entire Agreement between Orchard, Hiltz & McCliment, Inc. (OHM ADVISORS), a registered Indiana firm, and CLIENT. OHM ADVISORS and CLIENT may be referred to individually as a Party or collectively as Parties. This Agreement supersedes all prior negotiations or agreements and may be amended only by written agreement signed by both Parties.
2. CLIENT RESPONSIBILITIES. CLIENT, at no cost, shall:
 - a. Provide access to the project site to allow timely performance of the services.
 - b. Provide all information in CLIENT'S possession as required by OHM ADVISORS to perform the services.
 - c. Designate a person to act as CLIENT'S representative who shall transmit instructions, receive information, define CLIENT policies, and have the authority to make decisions related to services under this Agreement.
3. PROJECT INFORMATION. OHM ADVISORS shall be entitled to rely on the accuracy and completeness of services and information furnished by CLIENT, other design professionals, or consultants contracted directly to CLIENT.
4. PERIOD OF SERVICE. The services shall be completed within the time specified in the Proposal or Scope of Services, or if no time is specified, within a reasonable amount of time. OHM ADVISORS shall not be liable to CLIENT for any loss or damage arising out of any failure or delay in rendering services pursuant to this Agreement that arise out of circumstances that are beyond the control of OHM ADVISORS.
5. COMPENSATION. CLIENT shall pay OHM ADVISORS for services performed in accordance with the method of payment, as stated in the Proposal or Scope of Services. CLIENT shall pay OHM ADVISORS for reimbursable expenses for consultant services, equipment rental, or other special project related items at a rate of 1.45 times the invoice amount.
6. TERMS OF PAYMENT. Invoices shall be submitted to the CLIENT each month for services performed during the preceding period. CLIENT shall pay the full amount of the invoice within thirty days of the invoice date. ~~If payment is not made within thirty days, the amount due to OHM ADVISORS shall include a service fee at the rate of one (1%) percent per month from said thirtieth day.~~
7. STANDARD OF CARE. OHM ADVISORS shall perform their services under this Agreement in a manner consistent with the professional skill and care ordinarily provided by similar professionals practicing in the same or similar locality under the same or similar conditions.
8. RESTRICTION OF REMEDIES. OHM ADVISORS is responsible for the work of its employees while they are engaged on OHM ADVISORS' projects. As such, and in order to minimize legal costs and fees related to any dispute, CLIENT agrees to restrict any and all remedies it may have by reason of OHM ADVISORS' breach of this Agreement or negligence in the performance of services under this Agreement, be they in contract, tort, or otherwise, to OHM ADVISORS, and to waive any claims against individual employees.
9. LIMIT OF LIABILITY. To the fullest extent permitted by law, CLIENT agrees that, notwithstanding any other provision in this Agreement, the total liability in the aggregate, of OHM ADVISORS to CLIENT, or anyone claiming under CLIENT, for any claims, losses, damages or costs whatsoever arising out of, resulting from, or in any way related to this Agreement or the services provided by OHM ADVISORS pursuant to this Agreement, be limited to \$25,000 or OHM ADVISORS fee, whichever is greater, and irrespective of whether the claim sounds in breach of contract, tort, or otherwise.
10. ASSIGNMENT. Neither Party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other Party.
11. NO WAIVER. Failure of either Party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either Party at any time to avail themselves of such remedies as either may have for any breach of such provisions.
12. GOVERNING LAW. The laws of the State of Indiana will govern the validity of this Agreement, its interpretation and performance.
13. INSTRUMENTS OF SERVICE. OHM ADVISORS shall retain ownership of all reports, drawings, plans, specifications, electronic data and files, and other documents (Documents) prepared by OHM ADVISORS as Instruments of Service. OHM ADVISORS shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto. CLIENT, upon payment in full for OHM's services, shall have an irrevocable license to use OHM's Instruments of Service for or in conjunction with repairs, alterations or maintenance to the project involved but for no other purpose. CLIENT shall not reuse or make any modifications to the Documents without prior written authorization by OHM ADVISORS. In accepting and utilizing any Documents or other data on any electronic media provided by OHM ADVISORS, CLIENT agrees they will perform acceptance tests or procedures on the data within 30 days of receipt of the file.
14. CERTIFICATIONS. OHM ADVISORS shall have 14 days to review proposed language prior to the requested dates of execution. OHM ADVISORS shall not be required to execute certificates to which it has a reasonable objection, or that would require knowledge, services, or responsibilities beyond the scope of this Agreement, nor shall any certificates be construed as a warranty or guarantee by OHM ADVISORS.
15. TERMINATION. Either Party may at any time terminate this Agreement upon giving the other Party 7 calendar days prior written notice. CLIENT shall within 45 days of termination pay OHM ADVISORS for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.
16. RIGHT TO SUSPEND SERVICES. In the event CLIENT fails to pay OHM ADVISORS the amount shown on any invoice within 45 days of the date of the invoice, OHM ADVISORS may, after giving 7 days' notice to CLIENT, suspend its services until payment in full for all services and expenses is received.
17. OPINIONS OF PROBABLE COST. OHM ADVISORS preparation of Opinions of Probable Cost represents OHM

ADVISORS' best judgment as a design professional familiar with the industry. CLIENT recognizes that OHM ADVISORS has no control over costs of labor, equipment, materials, or a contractor's pricing. OHM ADVISORS makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.

18. JOB SITE SAFETY. Neither the professional activities of OHM ADVISORS, nor the presence of OHM ADVISORS or our employees and subconsultants at a construction site shall relieve the Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM ADVISORS has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions.
19. CONTRACTOR SUBMITTALS. If included in the services to be provided, OHM ADVISORS shall review the contractor's submittals such as shop drawings, product data, and samples for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents issued by OHM ADVISORS. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. OHM ADVISORS review shall not constitute approval of safety precautions or, unless otherwise specifically stated by OHM ADVISORS, of any construction means, methods, techniques, sequences or procedures. OHM ADVISORS approval of a specific item shall not indicate approval of an assembly of which the item is a component.
20. CONSTRUCTION OBSERVATION. If requested, OHM ADVISORS shall visit the project construction site to generally observe the construction work and answer questions that CLIENT may have. OHM ADVISORS shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or to determine whether the construction work is being constructed in accordance with the Contract Documents.
21. HAZARDOUS MATERIALS. As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Both Parties acknowledge that OHM ADVISORS' Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event OHM ADVISORS or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to OHM ADVISORS that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of OHM ADVISORS' services, OHM ADVISORS may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless OHM ADVISORS, its officers, partners, employees and subconsultants (collectively, OHM ADVISORS) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of OHM ADVISORS.
22. WAIVER OF CONSEQUENTIAL DAMAGES. The Parties waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement.
23. WAIVER OF SUBROGATION. The Parties waive all rights against each other and any of their contractors, subcontractors, consultants, agents, and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to a written contract or other property insurance applicable to the construction work.
24. THIRD PARTIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or OHM ADVISORS.
25. CODE REVIEW/ACCESSIBILITY. In providing its services under this Agreement, OHM ADVISORS may have to interpret federal and or state laws, codes, ordinances, regulations and/or statutes. CLIENT understands and agrees that these may be subject to different and possibly contradictory interpretations by relevant governmental officials charged with interpreting same and furthermore understands and agrees that OHM ADVISORS does not warrant or guarantee that their interpretation will be consistent with the interpretation of the relevant governmental officials. OHM ADVISORS shall not be liable for unreasonable or unforeseeable interpretation of federal and or state laws, codes, ordinances, regulations and/or statutes by governmental officials charged with interpreting same.
26. DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Parties agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the Parties mutually agree otherwise, as a prerequisite to further legal proceedings. The Parties agree to share the mediator's fee and any filing fees equally, and the mediation shall be held in the place where the project is located, unless another location is mutually agreed upon.



OHM ADVISORS - KENTUCKY/INDIANA 2022 STANDARD HOURLY RATE SCHEDULE

PLANNING & DESIGN SUPPORT

Clerical Aide	\$65.00
Administrative Support	\$77.00
Senior Administrative Support	\$88.00
Graphic Designer	\$90.00
Senior Graphic Designer / Web Designer	\$110.00
Support Aide / Co-op / Intern - Level 1	\$65.00
Support Aide / Co-op / Intern - Level 2	\$77.00
Support Aide / Co-op / Intern - Level 3	\$85.00
Technician / CADD Designer - Level 1	\$88.00
Technician / CADD Designer - Level 2	\$100.00
Technician / CADD Designer - Level 3	\$115.00
Technician / CADD Designer - Level 4	\$135.00
Planning / Environmental / Project Specialist - Level 1	\$95.00
Planning / Environmental / Project Specialist - Level 2	\$110.00
Planning / Environmental / Project Specialist - Level 3	\$128.00
Planning / Environmental / Project Specialist - Level 4	\$145.00
Graduate Engineer / Architect / Landscape Architect - Level 1	\$105.00
Graduate Engineer / Architect / Landscape Architect - Level 2	\$120.00
Graduate Engineer / Architect / Landscape Architect - Level 3	\$132.00
Graduate Engineer / Architect / Landscape Architect - Level 4	\$145.00
Professional Engineer / Architect / Landscape Architect - Level 1	\$120.00
Professional Engineer / Architect / Landscape Architect - Level 2	\$135.00
Professional Engineer / Architect / Landscape Architect - Level 3	\$150.00
Professional Engineer / Architect / Landscape Architect - Level 4	\$165.00
Professional Engineer / Architect / Landscape Architect - Level 5	\$180.00
Associate	\$170.00
Senior Associate	\$190.00
Principal	\$205.00

FIELD SERVICES

Surveyor / Construction Aide / Co-op - Level 1	\$65.00
Surveyor / Construction Aide / Co-op - Level 2	\$80.00
Surveyor - Level 1	\$92.00
Surveyor - Level 2	\$107.00
Surveyor - Level 3	\$125.00
Professional Licensed Surveyor - Level 1	\$140.00
Professional Licensed Surveyor - Level 2	\$150.00
Professional Licensed Surveyor - Level 3	\$160.00
1-Man Survey Crew w/ Equipment	\$130.00
2-Man Survey Crew w/ Equipment	\$185.00
Drone with Operator	\$185.00
Construction Technician - Level 1	\$85.00
Construction Technician - Level 2	\$97.00
Construction Technician - Level 3	\$115.00
Construction Technician - Level 4	\$130.00

Rates as reflected subject to review and adjustment on an annual basis.
2022 Kentucky/Indiana Standard Rates 22-0121

Town of Sellersburg
 WWTP Rehabilitation and Expansion
DIVISION 0 – PROCUREMENT & CONTRACTING
 Section 00 63 63 – Change Order

Date of Issuance:	CO Effective Date:
Owner: Town of Sellersburg	IFA Loan No.: WW21101001
Contractor: Pace Contracting, L.L.C.	Change Order No. 8
Engineer: Jacobi, Toombs & Lanz, Inc.	
Project: Sellersburg WWTP Rehabilitation and Expansion	

Change Order No. 8 reflects Pace Contracting's request for a 60 day extension to final completion to allow for completion of change order work and delivery of materials to complete the punch list items.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$19,568,000.00	Original Contract Times: Substantial Completion: <u>June 17, 2023</u> Ready for Final Payment: <u>August 15, 2023</u>
Increase from previously approved Change Orders: <u>CO No. 1, 2, 3, 4, 5, 6, and 7 – \$ 2,552,888.68</u>	Increase from previously approved Change Orders: Substantial Completion: <u>58</u> Ready for Final Payment: <u>138</u>
Contract Price prior to this Change Order: <u>\$ 22,120,888.68</u>	Contract Times prior to this Change Order: Substantial Completion: <u>August 14, 2023</u> Ready for Final Payment: <u>December 31, 2023</u>
Increase of this Change Order: <u>\$ 0</u>	Increase of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>89</u>
Contract Price incorporating this Change Order: <u>\$ 22,120,888.68</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>August 14, 2023</u> Ready for Final Payment: <u>March 29, 2024</u>

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>James Hagerly</u>	By: <u>Brad J. Amos</u>	By: <u>[Signature]</u>
Engineer	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title: <u>Council President</u>	Title: <u>Treasurer</u>
Date: <u>02/07/2024</u>	Date: <u>2/12/2024</u>	Date: <u>2/6/2024</u>

Approved by Funding Agency (if applicable)

By: _____
 Title: _____
 Date: _____

Change Order #9 Summary

Number	Description	Credit	Add	Notes
76	Electrical Changes for Aerators and Maint Area		\$15,337.63	
78	Sun Shades for Reaeration Tank		\$5,180.29	
79	Pinch Valve Sleeve, Prop Mixer Repair, Truck Adj		\$18,679.82	
80	Electrical for Ventilaton and Heat Trace		\$13,671.31	
	Unused Allowance for SCADA System	\$90,620.00		
	Removal of Concrete Scope from Storage Pad	\$36,976.00		

Sub Total	\$127,596.00	\$52,869.05	\$0.00
Total	-\$74,726.95		

Presented at the February 12, 2024 Town Council Meeting

Council President Signature: Brad J. Amos 2/12/2024
 Brad J. Amos
 Town Council President



15415 Shelbyville Rd,
 Louisville, KY 40245
 502.386.8997 (cell)
 502.815.4145 (office)

CLIENT CHANGE ORDER REQUEST

Date: 2/6/2024
 Pace Job No. 5505
 Contract No. N/A
 Request No. CO #076

James Hagerty
Jacobi, Toombs & Lanz
2307 River Rd. St. 203
Louisville, KY 40206

Project Name: Sellersburg WWTP Expansion and Rehabilitation

Description:	Cost	+ Days
Electrical Changes - Aerator Power Feeds and Rework of Maintenance Area	\$ 18,489.61	0

Change order costs summarized on attachment 5505-76

Total Change Order Request:	\$ 18,489.61
Change in Contract Calendar Days:	<u>0</u> Days

Comments:

The originally planned conduit feeds for the existing aerators turned out to be too turbulent for safe operation. Direction was made to refeed the conduits across the top of the slab. Also, during excavation and grading for the asphalt in the plant, several shallow electrical conduits were found that impeded construction. The conduits had to be re-routed and refeed into the back buildings to continue

Accepted by:

PACE CONTRACTING, LLC

JACOBI, TOOMBS & LANZ

Signature

Printed Name: Alex Oxencis

Date: 2/6/2024

Signature

Printed Name: _____

Date: _____

Change Order Request Cost Breakdown



Pace Project # 5505

Date 2/6/2024

Project Name Sellersburg WWTP Expansion and Rehabilitation

Description Electrical Modifications

Request # 5505-76

MATERIALS

ITEM	QUANTITY	UNIT	UNIT PRICE	COST
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
		Tax	0.00%	\$ -
MATERIAL TOTAL				\$ -

LABOR

ITEM	QUANTITY	UNIT	UNIT PRICE	COST
Foreman	16	MH	\$ 75.00	\$ 1,200.00
Project Manager	4	MH	\$ 85.00	\$ 340.00
Laborer	16	MH	\$ 65.00	\$ 1,040.00
				\$ -
				\$ -
				\$ -
				\$ -
LABOR TOTAL				\$ 2,580.00

EQUIPMENT

ITEM	QUANTITY	UNIT	UNIT PRICE	COST
PC 138 Excavator	2	day	\$ 350.00	\$ 700.00
				\$ -
				\$ -
				\$ -
EQUIPMENT TOTAL				\$ 700.00

SUBCONTRACTS

ITEM	QUANTITY	UNIT	UNIT PRICE	COST
TEM - Refeed Aerators 1 & 2	1	LS	\$ 5,972.16	\$ 5,972.16
TEM- Rework Maintenance Area	1	LS	\$ 7,870.26	\$ 7,870.26
				\$ -
SUBCONTRACTS TOTAL				\$ 13,842.42

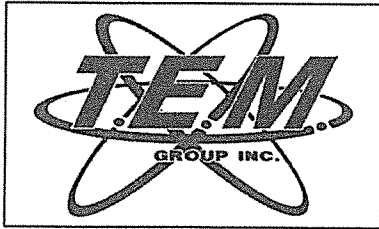
FEE SUMMARY

DESCRIPTION	%
Bond Fee	1.00%
Labor and Material Mark-up	15.00%
Subcontractor Mark-up	5.00%

SUMMARY	AMOUNT
MATERIALS	\$ -
LABOR	\$ 2,580.00
EQUIPMENT	\$ 700.00
SUBCONTRACTORS	\$ 13,842.42
DIRECT COST SUBTOTAL	\$ 17,122.42
OVERHEAD & FEES	\$ 1,184.12
SUBTOTAL 1	\$ 18,306.54
Bond Fee (1%)	\$ 183.07
SUBTOTAL 1	\$ 18,489.61
TOTAL	\$ 18,489.61

CHANGE ORDER REQUEST

Change Order Request # C.O. #32



Date: 09/20/23

TEM Project # 21-208

Project Name: City of Sellersburg - WWTP Rehabilitation/Expansion

Description: C.O. #32 - Re-Feed Aerators #1 and #2

LABOR

LABOR TYPE	MAN HOURS	\$/HR	BURDEN	FRINGE	TOTAL
ELECTRICIAN	40	\$ 32.44	\$ 7.14	\$ 17.22	\$ 2,272.00
PM	4	\$ 45.00	\$ 15.00	\$ -	\$ 240.00
		\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -

SUB TOTAL "L" \$ 2,512.00

DJE	MAN HOURS	RATE	TOTAL
ELECTRICIAN	40	\$ 5.32	\$ 212.60

SUB TOTAL "DJE" \$ 212.60

EQUIPMENT

DESCRIPTION	MAN HOURS	RATE	TOTAL
Jobsite pick up	16	\$ 13.50 HR	\$ 216.00
PM pick up	4	\$ 13.50 HR	\$ 54.00
Scissor Lift		Week	\$ -
			\$ -

SUB TOTAL "E" \$ 270.00

SUBCONTRACTOR

NAME	TOTAL
	\$ -
	\$ -

SUB TOTAL "S" \$ -

MATERIALS

MATERIALS AND INVOICES	QUANTITY	COST	KY TAX	TOTAL
Miscellaneous Materials (See attached Bid Extension)	1	\$ 2,124.90	\$ -	\$ 2,124.90
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -

SUB TOTAL "M" \$ 2,124.90

TOTAL "L,DJE E,S,M" \$ 5,119.50

OVERHEAD 5% \$ 255.98

SUBTOTAL \$ 5,375.48

PROFIT 10% \$ 537.55

TOTAL \$ 5,913.02

BOND 1% \$ 59.13

TOTAL WITH BOND \$ 5,972.16

Job Name: E-21-006 - Sellersburg WWTP Rehab/Expansion
 Job Number: 357
 Extension Name: C.O. #32

Material Filter: <None>
 Report: Price 2 & Bid Labor by CC

[Items and ByProducts]

Item #	Item Name	Quantity	Price 2	U	Ext Price 2	Bid Lbr	U	Bid Lbr Ext	CCode
Label Set: Combined, Combined, Combined, Combined, Combined					\$2,124.90			40.00	
CCode: <undefined>					<u>\$0.00</u>			<u>40.00</u>	
100,503	C.O. #32 - Labor Installation	1.00	\$0.00	X	\$0.00	40.00	E	40.00	
CCode: Branch Rough					<u>\$451.59</u>			<u>0.00</u>	
100,398	1 ALUM CONDUIT	120.00	\$336.91	C	\$404.29	0.00	X	0.00	cb
100,399	1 AL LB BODY	2.00	\$16.84	E	\$33.68	0.00	X	0.00	cb
100,400	1 AL FLAT COVER	2.00	\$3.74	E	\$7.49	0.00	X	0.00	cb
100,401	1 AL GASKET	2.00	\$3.07	E	\$6.13	0.00	X	0.00	cb
CCode: Feeder Rough					<u>\$1,142.01</u>			<u>0.00</u>	
100,468	2 ALUM CONDUIT	120.00	\$732.52	C	\$879.03	0.00	X	0.00	cf
100,469	2 AL LB BODY	2.00	\$48.04	E	\$96.09	0.00	X	0.00	cf
100,470	2 AL FLAT COVER	2.00	\$8.90	E	\$17.79	0.00	X	0.00	cf
100,471	2 AL GASKET	2.00	\$4.61	E	\$9.21	0.00	X	0.00	cf
100,479	2 SS STRUT STRAP	15.00	\$5.15	E	\$77.22	0.00	X	0.00	cf
100,480	1 SS STRUT STRAP	15.00	\$4.18	E	\$62.67	0.00	X	0.00	cf
CCode: Hangers/Anchors					<u>\$531.30</u>			<u>0.00</u>	
100,415	1 5/8" SS KINDORF	30.00	\$17.71	E	\$531.30	0.00	X	0.00	ch
[Items and ByProducts] Total:					\$2,124.90			40.00	

No 7220



3560 Bashford Avenue
 Louisville, KY 40218
 PHONE: 502-454-0101 • FAX: 502-454-0110
 EMAIL: info@temgroupinc.com

DAILY WORK ORDER

TO: _____

PHONE	DATE OF ORDER	8/11/2023
ORDER TAKEN BY	CUSTOMER'S ORDER NUMBER	
<input type="checkbox"/> T&M	<input type="checkbox"/> CONTRACT	<input type="checkbox"/> EXTRA
JOB NAME/NUMBER	Sellersburg Aerator H2	
JOB LOCATION	Re-Feed	
JOB PHONE	STARTING DATE	

TERMS

QTY.	MATERIAL	PRICE	AMOUNT	DESCRIPTION OF WORK	OTHER CHARGES	LABOR	TOTAL OTHER	AMOUNT	
							HRS.	RATE	
120'	120' 2" Aluminum CONDUIT			Run conduit on surface of ex-DITCH 1 & 2 area To get conduit out of Aerator water turbulence area					
120'	1" Aluminum CONDUIT								
30'	1 5/8" stainless steel unistrut				LT-34			8 hrs	
15	2" Aluminum Sheet Straps EQUIPMENT				LT-21			8 hr	
15	1" Aluminum Sheet Straps					JOE EVANS	8		
2	2" Aluminum LBS					Justin Haese	8		
2	1" Aluminum LBS					Caston Hoelling	8		
						Garret Scott	8		
						Bruce Ong	8		
							TOTAL LABOR		40
							TOTAL MATERIALS		

DATE COMPLETED

TOTAL MATERIALS

MARK UP

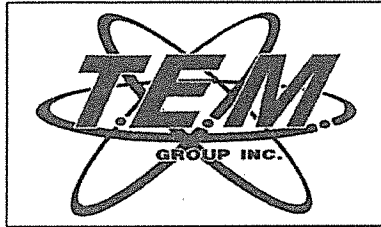
TOTAL OTHER

Work ordered by _____
 Signature _____
 I hereby acknowledge the satisfactory completion of the above described work.

Thank You
 TAX
 TOTAL

CHANGE ORDER REQUEST

Change Order Request # C.O. #33



Date: 09/20/23

TEM Project # 21-208

Project Name: City of Sellersburg - WWTP Rehabilitation/Expansion
 Description: C.O. #33 - Re-Feed Maintenance Area

LABOR

LABOR TYPE	MAN HOURS	\$/HR	BURDEN	FRINGE	TOTAL
ELECTRICIAN	50	\$ 32.44	\$ 7.14	\$ 17.22	\$ 2,840.00
PM	4	\$ 45.00	\$ 15.00	\$ -	\$ 240.00
		\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -

SUB TOTAL "L" \$ 3,080.00

DJE	MAN HOURS	RATE	TOTAL
ELECTRICIAN	50	\$ 5.32	\$ 265.75

SUB TOTAL "DJE" \$ 265.75

EQUIPMENT

DESCRIPTION	MAN HOURS	RATE	TOTAL
Jobsite pick up	14	\$ 13.50 HR	\$ 189.00
PM pick up	4	\$ 13.50 HR	\$ 54.00
Scissor Lift		Week	\$ -
			\$ -

SUB TOTAL "E" \$ 243.00

SUBCONTRACTOR

NAME	TOTAL
	\$ -
	\$ -

SUB TOTAL "S" \$ -

MATERIALS

MATERIALS AND INVOICES	QUANTITY	COST	IN TAX	TOTAL
Miscellaneous Materials (See Bid Extension)	1	\$ 3,102.86	\$ -	\$ 3,102.86
100Amp 2Pole GE Circuit Breaker	1	\$ 55.00	\$ -	\$ 55.00
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -

SUB TOTAL "M" \$ 3,157.86

TOTAL "L,DJE E,S,M" \$ 6,746.61

OVERHEAD 5% \$ 337.33

SUBTOTAL \$ 7,083.94

PROFIT 10% \$ 708.39

TOTAL \$ 7,792.34

BOND 1% \$ 77.92

TOTAL WITH BOND \$ 7,870.26

Job Name: E-21-006 - Sellersburg WWTP Rehab/Expansion

Job Number: 357

Extension Name: C.O.#33

Material Filter: <None>

[Items and ByProducts]

Report: Price 1 & Bid Labor by Cost Code

Item #	Item Name	Quantity	Price 1	U	Ext Price 1	Bid Lbr	U	Bid Lbr Ext	CCode
Label Set: Combined, Combined, Combined, Combined, Combined					\$3,102.86			50.00	
CCode: <undefined>					\$0.00			46.00	
100,505	C.O. #33 - Labor Installation	1.00	\$0.00	X	\$0.00	46.00	E	46.00	
100,506	100Amp 2Pole GE Breaker	1.00	\$0.00	Q	\$0.00	0.00	X	0.00	
CCode: Feeder Rough					\$1,200.17			0.00	
100,354	2 PVC 80	250.00	\$465.41	C	\$1,163.53	0.00	X	0.00	cf
100,355	2 PVC LB BODY	1.00	\$2,707.42	C	\$27.07	0.00	X	0.00	cf
100,357	2 PVC FLAT COVER	1.00	\$4.25	E	\$4.25	0.00	X	0.00	cf
100,358	2 PVC GASKET	1.00	\$5.31	E	\$5.31	0.00	X	0.00	cf
CCode: Disc/Safety Switches					\$465.69			4.00	
100,513	60A 600V 3PH N1 NF SW	1.00	\$465.69	E	\$465.69	4.00	E	4.00	sd
CCode: Feeder Wire					\$1,437.01			0.00	
100,507	4 THHN CU STRANDED	520.00	\$808.20	M	\$420.26	0.00	X	0.00	wf
100,508	2 THHN CU STRANDED	800.00	\$1,270.93	M	\$1,016.74	0.00	X	0.00	wf
[Items and ByProducts] Total:					\$3,102.86			50.00	

8/15/2023 8/22/2023
 8/16/2023 No 7221
 8/18/2023



3560 Bashford Avenue
 Louisville, KY 40218
 PHONE: 502-454-0101 • FAX: 502-454-0110
 EMAIL: info@temgroupinc.com

DAILY WORK ORDER

PHONE	DATE OF ORDER	
ORDER TAKEN BY	CUSTOMER'S ORDER NUMBER	
<input type="checkbox"/> T&M	<input type="checkbox"/> CONTRACT	<input type="checkbox"/> EXTRA
JOB NAME/NUMBER <i>Re Feed Maintenance Area</i>		
JOB LOCATION <i>Sellersburg</i>		
JOB PHONE	STARTING DATE	

TO: _____

TERMS

QTY.	MATERIAL	PRICE	AMOUNT	DESCRIPTION OF WORK
250'	Sub. 80 PVC - 2"			Re-Pipe existing Main panel feeds that were hit during excavation. Pull wire and terminate. Put back together existing panel.
800'	#2 AWG THHN			
520'	#4 AWG THHN			
1	2" PVC LB			
1	100A 2P 250V GFI SNAP-IN BREAKER			OTHER CHARGES LT-34 <i>14 hr</i>
EQUIPMENT				
				TOTAL OTHER
				LABOR
				HRS. RATE AMOUNT
				<i>Joe Evans 14</i>
				<i>Josh House 16</i>
				<i>Bruce Gray 16</i>
				TOTAL LABOR <i>46</i>
				TOTAL MATERIALS
DATE COMPLETED	TOTAL MATERIALS	MARK UP		

Work ordered by _____
 Signature _____
 I hereby acknowledge the satisfactory completion of the above described work.

<i>Thank You</i>	TOTAL OTHER
	TAX
	TOTAL



15415 Shelbyville Rd,
Louisville, KY 40245
502.386.8997 (cell)
502.815.4145 (office)

CLIENT CHANGE ORDER REQUEST

Date: 2/6/2024
Pace Job No. 5505
Contract No. N/A
Request No. CO #078

James Hagerty
Jacobi, Toombs & Lanz
2307 River Rd. St. 203
Louisville, KY 40206

Project Name: Sellersburg WWTP Expansion and Rehabilitation

Description:	Cost	+ Days
Added Sun Shades to Reaeration Basin	\$ 5,180.29	0

Change order costs summarized on attachment 5505-78

Total Change Order Request:	\$ 5,180.29
Change in Contract Calendar Days: <u>0</u>	Days

Comments:

Request was made to add a sun shade system ovetop of the reaeration basin to prevent algae growth. Costs contained herein

Accepted by:

PACE CONTRACTING, LLC

JACOBI, TOOMBS & LANZ

Signature

Printed Name: Alex Oxencis

Date: 2/6/2024

Signature

Printed Name: _____

Date: _____

Change Order Request Cost Breakdown



Pace Project # 5505

Date 2/6/2024

Project Name Sellersburg WWTP Expansion and Rehabilitation

Description Add Sun Shades to Reaeration Basin

Request # 5505-78

MATERIALS

ITEM	QUANTITY	UNIT	UNIT PRICE	COST
Stainless Hardware, Cables, Fittings	1	Lot	\$ 500.00	\$ 500.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
		Tax	0.00%	\$ -
MATERIAL TOTAL				\$ 500.00

LABOR

ITEM	QUANTITY	UNIT	UNIT PRICE	COST
Foreman	24	MH	\$ 75.00	\$ 1,800.00
Project Manager	8	MH	\$ 75.00	\$ 600.00
Laborer	24	MH	\$ 65.00	\$ 1,560.00
				\$ -
				\$ -
				\$ -
				\$ -
LABOR TOTAL				\$ 3,960.00

EQUIPMENT

ITEM	QUANTITY	UNIT	UNIT PRICE	COST
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
EQUIPMENT TOTAL				\$ -

SUBCONTRACTS

ITEM	QUANTITY	UNIT	UNIT PRICE	COST
				\$ -
				\$ -
				\$ -
SUBCONTRACTS TOTAL				\$ -

FEE SUMMARY

DESCRIPTION	%
Bond Fee	1.00%
Labor and Material Mark-up	15.00%
Subcontractor Mark-up	5.00%

SUMMARY	AMOUNT
MATERIALS	\$ 500.00
LABOR	\$ 3,960.00
EQUIPMENT	\$ -
SUBCONTRACTORS	\$ -
DIRECT COST SUBTOTAL	\$ 4,460.00
OVERHEAD & FEES	\$ 669.00
SUBTOTAL 1	\$ 5,129.00
Bond Fee (1%)	\$ 51.29
SUBTOTAL 1	\$ 5,180.29
TOTAL	\$ 5,180.29



15415 Shelbyville Rd,
Louisville, KY 40245
502.386.8997 (cell)
502.815.4145 (office)

CLIENT CHANGE ORDER REQUEST

Date: 2/6/2024
Pace Job No. 5505
Contract No. N/A
Request No. CO #079

James Hagerty
Jacobi, Toombs & Lanz
2307 River Rd. St. 203
Louisville, KY 40206

Project Name: Sellersburg WWTP Expansion and Rehabilitation

Description:	Cost	+ Days
Pinch Valve Sleeve, Prop Mixer, Service Truck Adj	\$ 18,679.82	0
Change order costs summarized on attachment 5505-79		
Total Change Order Request:	<u>\$ 18,679.82</u>	

Change in Contract Calendar Days: 0 Days

Comments:

Changed Pinch Valve Sleeve for better operation, repair costs for prop mixer (split cost with owner), adjustment for previous change order service truck purchase overrun

Accepted by:

PACE CONTRACTING, LLC

JACOBI, TOOMBS & LANZ

Signature
Printed Name: Alex Oxencis
Date: 2/6/2024

Signature
Printed Name: _____
Date: _____

Change Order Request Cost Breakdown



Pace Project # 5505

Date 2/6/2024

Project Name Sellersburg WWTP Expansion and Rehabilitation

Description Add Sun Shades to Reaeration Basin

Request # 5505-78

MATERIALS

ITEM	QUANTITY	UNIT	UNIT PRICE	COST
Prop Mixer Repair	0.5	LS	\$ 9,425.00	\$ 4,712.50
4" sleeve replacement for pinch valve	1	EA	\$ 1,200.00	\$ 1,200.00
Technician Costs for Reprogram of pinch valve	1	EA	\$ 550.00	\$ 550.00
Service Truck Overrun (orig = \$175237.28)	1	EA	\$ 6,000.00	\$ 6,000.00
Revised total for service truck = \$181237.28				\$ -
				\$ -
				\$ -
Tax			0.00%	\$ -
MATERIAL TOTAL				\$ 12,462.50

LABOR

ITEM	QUANTITY	UNIT	UNIT PRICE	COST
Foreman	16	MH	\$ 75.00	\$ 1,200.00
Project Manager	8	MH	\$ 75.00	\$ 600.00
Laborer	28	MH	\$ 65.00	\$ 1,820.00
12 hours for pinch valve, 4 hours for prop mixer				\$ -
pinch valve 3 men, prop mixer 2 men				\$ -
				\$ -
				\$ -
LABOR TOTAL				\$ 3,620.00

EQUIPMENT

ITEM	QUANTITY	UNIT	UNIT PRICE	COST
				\$ -
				\$ -
				\$ -
				\$ -
EQUIPMENT TOTAL				\$ -

SUBCONTRACTS

ITEM	QUANTITY	UNIT	UNIT PRICE	COST
				\$ -
				\$ -
SUBCONTRACTS TOTAL				\$ -

FEE SUMMARY

DESCRIPTION	%
Bond Fee	1.00%
Labor and Material Mark-up	15.00%
Subcontractor Mark-up	5.00%

SUMMARY	AMOUNT
MATERIALS	\$ 12,462.50
LABOR	\$ 3,620.00
EQUIPMENT	\$ -
SUBCONTRACTORS	\$ -
DIRECT COST SUBTOTAL	\$ 16,082.50
OVERHEAD & FEES	\$ 2,412.38
SUBTOTAL 1	\$ 18,494.88
Bond Fee (1%)	\$ 184.95
SUBTOTAL 1	\$ 18,679.82
TOTAL	\$ 18,679.82



The Henry P. Thompson Co.
 1046 Techne Center Drive
 Milford, OH 45150
 (513) 248-3200 Ext. 237

Invoice

Date	Invoice #
12/28/2023	25971B18385

Bill To
Pace Contracting *EMAIL INVOICES* 15415 Shelbyville Road Louisville, KY 40245

Ship To
Pace Contracting C/O Sellersburg WWTP 701 Bean Road Sellersburg, IN 47172

P.O. Number		Terms	Ship	
P5505-14		90% Net 30 10% NTE 180 days	12/28/2023	
Quantity	Item Code	Description	Price Each	Amount
	Parts - Buy/Resale	(1) Repair of Wilo TR60 Mixer SN: 2700650494122 Sales Tax	9,425.00 7.00%	9,425.00 0.00
Payment Remittance:			Total	\$9,425.00
1. ACH/EFT - Send payment notification to accounting@hpthompson.com . Routing #: 322271627 Account #: 796152053			Payments/Credits	\$0.00
2. Check made payable to THE HENRY P THOMPSON COMPANY, LLC P.O. Box 735630 Chicago, IL 60673-5630			Balance Due	\$9,425.00



RAWDON MYERS, INC.
 300 MILFORD PARKWAY
 MILFORD, OH 45150
 UNITED STATES
 (800)-543-7180

PAGE 1

INVOICE DATE 12/28/2023
 INVOICE NO 92705

S
O
L
D

T
O

PAC002
 PACE CONTRACTING LLC
 15415 SHELBYVILLE RD
 LOUISVILLE, KY 40245

S
H
I
P

T
O

PACE CONTRACTING LLC
 C/O SELLERSBURG WWTP
 701 BEAN RD
 SELLERSBURG, IN 47172

TOTAL DUE 1,200.00

SLS1	SLS2	DUE DATE	DISC DUE DATE	ORDER NO	ORDER DATE	SHIP DATE	SHIP NO
KW		1/27/2024	12/28/2023	00008601	4/23/2021	12/5/2023	

TERMS DESCRIPTION	CUSTOMER PO NO	SHIP VIA
n/30	P5505-22	UPS GROUND

PROJECT ID	TX CL	UNITS	ORDERED	SHIPPED	UNIT PRICE	EXTENSION
Project ID: RM-5175 SELLERSBURG, IN WWTP REHAB 6" X 4" C SERIES REPLACEMENT SLEEVE PART NUMBER TO BE ASSIGNED -BASED ON ONYX PART NUMBER S65012-15-01 -NEOPRENE SLEEVE MATERIAL -ANSI STANDARD B16.1 125LB FLANGE DRILLING FOR USE WITH ONYX PART NUMBER 30-0600-06-00-41	0	EA	1.0000	1.0000	1,200.0000	1,200.00

WE ARE AN EQUAL OPPORTUNITY EMPLOYER

TAXABLE	NONTAXABLE	FREIGHT	SALES TAX	MISC	TOTAL
0.00	1,200.00	0.00	0.00	0.00	1,200.00
TOTAL DUE					1,200.00



15415 Shelbyville Rd,
Louisville, KY 40245
502.386.8997 (cell)
502.815.4145 (office)

CLIENT CHANGE ORDER REQUEST

Date: 2/6/2024
Pace Job No. 5505
Contract No. N/A
Request No. CO #080

James Hagerty
Jacobi, Toombs & Lanz
2307 River Rd. St. 203
Louisville, KY 40206

Project Name: Sellersburg WWTP Expansion and Rehabilitation

Description:	Cost	+ Days
Electrical Changes for Exhaust Fans and Heat Trace	\$ 13,671.31	0
Change order costs summarized on attachment 5505-80		
Total Change Order Request:	<u>\$ 13,671.31</u>	
Change in Contract Calendar Days:	<u>0</u>	Days

Comments:

Request was made to re-feed the existing blower building ventilation fans. In addition, the change order captures cost to add a GFCI recepticle at the backflow preventor for heat trace

Accepted by:

PACE CONTRACTING, LLC

JACOBI, TOOMBS & LANZ

Signature
Printed Name: Alex Oxencis
Date: 2/6/2024

Signature
Printed Name: _____
Date: _____

Change Order Request Cost Breakdown



Pace Project # 5505

Date 2/6/2024

Project Name Sellersburg WWTP Expansion and Rehabilitation

Description Electrical Changes for Exhaust Fans and Heat Trace

Request # 5505-80

MATERIALS

ITEM	QUANTITY	UNIT	UNIT PRICE	COST
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
		Tax	0.00%	\$ -
MATERIAL TOTAL				\$ -

LABOR

ITEM	QUANTITY	UNIT	UNIT PRICE	COST
				\$ -
Project Manager	4	MH	\$ 75.00	\$ 300.00
				\$ -
				\$ -
				\$ -
				\$ -
LABOR TOTAL				\$ 300.00

EQUIPMENT

ITEM	QUANTITY	UNIT	UNIT PRICE	COST
				\$ -
				\$ -
				\$ -
				\$ -
EQUIPMENT TOTAL				\$ -

SUBCONTRACTS

ITEM	QUANTITY	UNIT	UNIT PRICE	COST
TEM - Exhaust Fans Refeed	1	LS	\$ 10,089.93	\$ 10,089.93
TEM - Backflow Heat Trace Recepticle	1	LS	\$ 2,472.88	\$ 2,472.88
				\$ -
SUBCONTRACTS TOTAL				\$ 12,562.81

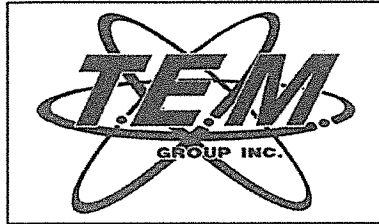
FEE SUMMARY

DESCRIPTION	%
Bond Fee	1.00%
Labor and Material Mark-up	15.00%
Subcontractor Mark-up	5.00%

SUMMARY	AMOUNT
MATERIALS	\$ -
LABOR	\$ 300.00
EQUIPMENT	\$ -
SUBCONTRACTORS	\$ 12,562.81
DIRECT COST SUBTOTAL	\$ 12,862.81
OVERHEAD & FEES	\$ 673.14
SUBTOTAL 1	\$ 13,535.95
Bond Fee (1%)	\$ 135.36
SUBTOTAL 1	\$ 13,671.31
TOTAL	\$ 13,671.31

CHANGE ORDER REQUEST

Change Order Request # C.O. #36



Date: 02/06/24

TEM Project # 21-208

Project Name: City of Sellersburg - WWTP Rehabilitation/Expansion

Description: C.O. #36 - Exhaust Fans Breaker and Feeders

LABOR

LABOR TYPE	MAN HOURS	\$/HR	BURDEN	FRINGE	TOTAL
ELECTRICIAN	64	\$ 32.44	\$ 7.14	\$ 17.22	\$ 3,635.20
PM	4	\$ 45.00	\$ 15.00	\$ -	\$ 240.00
		\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -

SUB TOTAL "L" \$ 3,875.20

DJE	MAN HOURS	RATE	TOTAL
ELECTRICIAN	64	\$ 5.32	\$ 340.16

SUB TOTAL "DJE" \$ 340.16

EQUIPMENT

DESCRIPTION	MAN HOURS	RATE	TOTAL
Jobsite pick up	32	\$ 13.50 HR	\$ 432.00
PM pick up	4	\$ 13.50 HR	\$ 54.00
Scissor Lift		Week	\$ -
			\$ -

SUB TOTAL "E" \$ 486.00

SUBCONTRACTOR

NAME	TOTAL
	\$ -
	\$ -

SUB TOTAL "S" \$ -

MATERIALS

MATERIALS AND INVOICES	QUANTITY	COST	IN TAX	TOTAL
Miscellaneous Materials (See attached Bid Extension)	1	\$ 198.01	\$ -	\$ 198.01
15Amp 3Pole Tandem Breaker (See attached Eckart Quote)	1	\$ 3,750.00	\$ -	\$ 3,750.00
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -

SUB TOTAL "M" \$ 3,948.01

TOTAL "L,DJE E,S,M" \$ 8,649.37

OVERHEAD 5% \$ 432.47

SUBTOTAL \$ 9,081.84

PROFIT 10% \$ 908.18

TOTAL \$ 9,990.03

BOND 1% \$ 99.90

TOTAL WITH BOND \$ 10,089.93

Job Name: E-21-006 - Sellersburg WWTP Rehab/Expansion

Job Number: 357

Extension Name: C.O. #36

Material Filter: <None>

Report: Price 2 & CO 1

[Items and ByProducts]

Item #	Item Name	Quantity	Price 2	U	Ext Price 2	CO Lbr 1	U	CO Lbr 1 Ext	CCode
Label Set: Combined, Combined, Combined, Combined, Combined					\$198.01			68.00	
CCode: <undefined>					\$0.00			68.00	
100,514	15Amp, 3Pole Tandem Breaker	1.00	\$0.00	Q	\$0.00	0.00	X	0.00	
100,517	Electrician Hours	1.00	\$0.00	X	\$0.00	64.00	E	64.00	
100,518	Project Manager Hours	1.00	\$0.00	X	\$0.00	4.00	E	4.00	
CCode: Branch Wire					\$198.01			0.00	
100,515	12 THHN CU STRANDED	550.00	\$196.29	M	\$107.96	0.00	X	0.00	wb
100,516	10 THHN CU STRANDED	300.00	\$300.18	M	\$90.06	0.00	X	0.00	wb
[Items and ByProducts] Total:					\$198.01			68.00	



Change Order - Quotation

TO:
 T.E.M. ELECTRIC
 3560 BASHFORD AVE. SUITE 100
 LOUISVILLE, KY 40218

Project: Sellersburg WWTP
Date: 10/27/23
PO #: 21-208-2
Change #: 14
Freight in Exempt : Yes

Material Change: **3,750.00**

Change Type	Quantity	Description	Unit or Lot#	Unit Price	Ext Price	Change Amt
✓	1	MCC retro bucket per BOM: SOT31027X3K2.0000		3,750.000/EA	3,750.00	3,750.00
	<u>Prev Qty</u>	<u>Change Qty</u>	<u>New Qty</u>			
	0	1	1			
	** New Item **					

Total	3750.00
--------------	----------------

From:
 Eckart Louisville
 MAIN 502-426-1476
 1815 PLANTSIDE DR
 LOUISVILLE, KY 40299-1932
 Printed By: Joe Ward

Authorizing Name: Joe Ward
 File Number: 3131
 Adding MCC bucket to MCC-XB

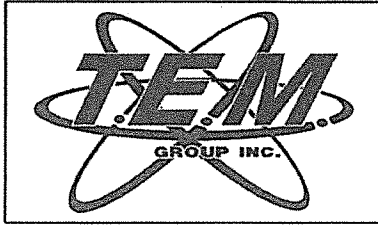
These items are not ordered! To complete this order, sign below and provide a PO # for the order.

Signature: _____

CHANGE ORDER REQUEST

Change Order Request # C.O. #37

Date: 02/06/24



TEM Project # 21-208

Project Name: City of Sellersburg - WWTP Rehabilitation/Expansion
 Description: C.O. #37 - Metering Vault Heat Trace

LABOR

LABOR TYPE	MAN HOURS	\$/HR	BURDEN	FRINGE	TOTAL
ELECTRICIAN	20	\$ 32.44	\$ 7.14	\$ 17.22	\$ 1,136.00
PM	2	\$ 45.00	\$ 15.00	\$ -	\$ 120.00
		\$ -	\$ -	\$ -	\$ -
SUB TOTAL "L"					\$ 1,256.00

DJE	MAN HOURS	RATE	TOTAL
ELECTRICIAN	20	\$ 5.32	\$ 106.30
SUB TOTAL "DJE"			\$ 106.30

EQUIPMENT

DESCRIPTION	MAN HOURS	RATE	TOTAL
Jobsite pick up	10	\$ 13.50 HR	\$ 135.00
PM pick up	2	\$ 13.50 HR	\$ 27.00
Scissor Lift		Week	\$ -
SUB TOTAL "E"			\$ 162.00

SUBCONTRACTOR

NAME	TOTAL	
	\$ -	
	\$ -	
SUB TOTAL "S"		\$ -

MATERIALS

MATERIALS AND INVOICES	QUANTITY	COST	IN TAX	TOTAL
Miscellaneous Materials (See attached Bid Extension)	1	\$ 595.52	\$ -	\$ 595.52
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -

SUB TOTAL "M"	\$ 595.52
TOTAL "L,DJE E,S,M"	\$ 2,119.82
OVERHEAD 5%	\$ 105.99
SUBTOTAL	\$ 2,225.81
PROFIT 10%	\$ 222.58
TOTAL	\$ 2,448.39
BOND 1%	\$ 24.48
TOTAL WITH BOND	\$ 2,472.88

Job Name: E-21-006 - Sellersburg WWTP Rehab/Expansion

Job Number: 357

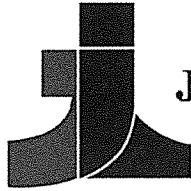
Extension Name: C.O. #37

Material Filter: <None>

Report: Price 2 & Bid Labor by CC

[Items and ByProducts]

Item #	Item Name	Quantity	Price 2	U	Ext Price 2	Bid Lbr	U	Bid Lbr Ext	CCode
Label Set: Combined, Combined, Combined, Combined, Combined					\$595.92			22.00	
CCode: <undefined>					\$174.94			22.00	
100,519	1 5/8" SS Unistrut Foot	1.00	\$24.67	E	\$24.67	0.00	X	0.00	
100,520	1 5/8" SS Square Washer	2.00	\$22.14	E	\$44.27	0.00	X	0.00	
100,521	20Amp 120V GFCI Receptacle	1.00	\$25.70	E	\$25.70	0.00	X	0.00	
100,523	Single Gang In Use WP Cover	1.00	\$25.30	E	\$25.30	0.00	X	0.00	
100,524	Miscellaneous Materials	1.00	\$55.00	E	\$55.00	0.00	X	0.00	
100,525	Electricians Hours	1.00	\$0.00	X	\$0.00	20.00		20.00	
100,526	Project Manager Hours	1.00	\$0.00	X	\$0.00	2.00	E	2.00	
CCode: Branch Rough					\$96.66			0.00	
100,411	3/4 LIQUIDTIGHT FLEX	3.00	\$551.10	C	\$16.53	0.00	X	0.00	cb
100,412	3/4 LIQUIDTIGHT INS FLEX CONN	2.00	\$1,329.60	C	\$26.59	0.00	X	0.00	cb
100,419	3/4 ALUM 1H STL STP	1.00	\$182.27	C	\$1.82	0.00	X	0.00	cb
100,428	3/4 ALUM CONDUIT	10.00	\$231.20	C	\$23.12	0.00	X	0.00	cb
100,522	3/4 FS BOX 1 GANG	1.00	\$28.59	E	\$28.59	0.00	X	0.00	cb
CCode: Hangers/Anchors					\$177.10			0.00	
100,431	1 5/8" SS KINDORF	10.00	\$17.71	E	\$177.10	0.00	X	0.00	ch
CCode: Branch Wire					\$147.22			0.00	
100,515	12 THHN CU STRANDED	750.00	\$196.29	M	\$147.22	0.00	X	0.00	wb
[Items and ByProducts] Total:					\$595.92			22.00	



Jacobi, Toombs & Lanz, Inc.
Consulting Engineers & Land Surveyors



**TOWN OF SELLERSBURG
PROJECT STATUS REPORT**
(Updates are in bold blue and italics)

February 12, 2024

GENERAL

- Ziptility launched on 6/28/2023. Follow-up meetings to be scheduled with each department.
 - Ziptility is working well for staff. Can hold additional trainings when needed.
 - *JTL is continuing to make updates and adding additional assets for the Town.*

WATER

Water Service Line Inventory

- Application for Indiana Finance Authority (IFA) Lead Service Line (LSL) Inventory Funding Program received initial approval for \$20,000. Working with IFA to finalize paperwork for funding.
- Met with Water Distribution Manager on 9/6/23 to determine schedule for completion.
- All record drawings provided to JTL have been scanned and returned to Town.
- Obtained countywide database of building construction dates for use in determining likelihood of lead service lines by building code enforcement dates.
- Regularly scheduled meetings are ongoing.
- Survey request to all Sellersburg water customers went out via email. Survey can be found on the Town website under the Water Department page or hard copies are available in the Billing Office.
- *Project Types 2 and 3 applications for grant funding are available and are underway. Will need Town Council President's signature on application.*
- *Final inventory is to be complete and submitted by this fall.*

WASTEWATER

Asset Management Program

- Work Order approved for \$25,000 to access grant funds.
- SharePoint site for electronic data repository set up and all required parties have access.
- Adding information as acquired.
- All information to be added by the Town for Engineer's review by October 1st.
- Met with WWTP Operator to discuss specifics for additions to Ziptility for Asset Management.
- *Assets and associated Preventive Maintenance tasks are being implemented.*

Ivy Tech Pump Station No. 2 Elimination

- Reviewed plans for alignment with Town Manager.
- *Design progressing.*
- *Implementing changes to plans based on Borden-Sellersburg project tie-in. Bid advertisement date to be determined.*

Corporate
1829 E. Spring Street
Suite 201
New Albany, IN 47150
812-945-9585

Kentucky
2307 River Road
Suite 203
Louisville, KY 40206
502-583-5994

Central Indiana
1060 N. Capitol Avenue
Suite E360
Indianapolis, IN 46204
317-829-3474

Southern Indiana
124 Bell Ave
Clarksville, IN 47129
812-288-6646

WWTP Construction

- Relocation of the outfall to avoid field located utilities has resulted in additional rock excavation.
- UV disinfection was placed into operation by 4/1/2023, as required by the Town's NPDES permit. Effluent has been in compliance with the permit's disinfection requirements.
- On 11/14/2022, IFA was on-site to audit for State Revolving Fund (SRF) compliance. No issues were identified.
- Site grading and sidewalks are underway.
- Revisions to the site grading plan were developed to address the proposed site enhancements, provide additional utility vehicle parking area (8 to 9 additional parking spaces), and address area where the existing pavement requires additional asphalt depth to provide a longer-term service life.
- Clarifier No. 1 demolition is complete and Clarifier No. 2 rehabilitation is complete.
- Several additional valves and piping of the RAS to the Headworks have been recommended by the operations group to improve the removal of rags and debris that are causing plugging of pipes and equipment. The cost for this modification is included in the proposed Change Order No. 6.
- Oxidation Ditch No. 1 and No. 2 have been commissioned, started, and are treating the plant influent flow.
 - Concrete repairs on the two existing oxidation ditches have been completed. The existing groundwater pressure relief valves have been found to be defective and need to be replaced. The cost for replacing the relief valves is included in Change Order No. 6.
 - The manufacturer's service technicians conducted startup of Oxidation Ditch No. 1 on 7/17/2023. Startup of Oxidation Ditch No. 2 has been delayed due to variable frequency drive (VFD) issues. The Contractor is implementing corrective actions to remedy this. Startup is expected to be completed in the next 2-3 weeks. Oxidation Ditch No. 2 VFD drive has been repaired in areas where leakage has been observed.
 - Oxidation Ditch No. 3, the new ditch, has been taken out-of-service to conduct standard concrete repairs in area where leakage has been observed.
- The new Headworks, Oxidation Ditch No. 3, and two 72-foot Clarifiers have been in continuous operation since the beginning of the year and have satisfactorily met all effluent permit limits.
- Contractor has assisted operations staff with dewatering of solids in the plant.
 - Due to a failure of a water pipe joint, control panel RTU-D3 was exposed to water. It has been classified as defective work and will be replaced. The defective work notice was issued to Contractor on 4/17/2023. Repair to the damaged control panel was completed by the equipment manufacturer. Testing has been completed on RTU-D3 and has been functioning without any downtime. The Dewatering Building is operating satisfactorily, however there are still issues with the screw press polymer system flow check valve, polymer injection rings and the thickened sludge chute level sensor. JTL is working with the equipment supplier and the Town to optimize this process.
- The Utility staff have moved back into the operations building.
- Council Tour was conducted on 3/9/2023.
- All major yard piping has been completed.
- Contractor has requested retainage reduction, substantial completion, and initiation of warranty period on the processes that have been placed in operation, as of 1/1/2023. This request was presented on 3/13/2023 and approved on 3/27/2023.
- Plantwide Substantial Completion was approved at the August 14th Town Council meeting.
- Scheduling suppliers for site visits for training.
- Second testing of RAS/WAS pump station completed last Friday, 10/13/23.
- *Meeting weekly with WWTP Operator and staff for operations and warranty updates.*
 - *BDP has installed the polymer feed pumps and the drainage pan.*
 - *Failed RAS pump and mixer are being repaired. Mixer installed. Pump in repair shop*
 - *Expect them to be re-installed soon.*
 - *Working with the contractor on current warranty claims and repairs.*

- *Change Order #8 is being presented at this meeting and is required to amend Pace Contracting to final completion to the end of March. This will allow Pace time to complete the requested change orders and punch list items. Proposed final reconciliation change order draft will be presented for the final contract amount.*

ROAD

CCMG Paving

- Closeout documentation submission to INDOT is all that remains for 2022-2.
- Application for 2023-2 was submitted and awarded to Town.
- Working on bid documents to meet the following schedule:
 - 1st Bid Advertisement – 1/26/2024
 - 2nd Bid Advertisement – 2/2/2024
 - Pre-bid Meeting – 2/5/2024 at 2:00 pm
 - *Open Bids – 2/22/2024 at 3:00 pm*
 - *Award Bids – 2/26/2024 at Council Meeting*
 - *Executed Contract Due to INDOT – 3/3/2024*

SR 60 (State) Portion

- Project is complete, with the exception of restoration.
 - All that remains is getting good stand of grass established in seeded areas. The Contractor will be required to return in the spring to reseed.

Camp Run Parkway (Town) Portion

- MAC Construction is the Contractor. JTL providing full-time on-site inspection.
- Construction of all items is complete.
- Final punch list inspection held on 5/11/2023.
 - The Contractor has completed all punch list items. Final retainage pay application has been submitted.
- *Warranty Items:*
 - *All that remains is the replacement of dead trees under the warranty.*
 - *Status same – holding until temperatures improve.*