

**SELLERSBURG TOWN COUNCIL
MEETING MINUTES
MARCH 27, 2023 | 316 E UTICA STREET**

CALL TO ORDER

President Brad Amos called the meeting to order at 6:00 p.m.

ROLL CALL OF MEMBERS:

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

Absent: Member Randy Mobley

PRAYER AND PLEDGE OF ALLEGIENCE

MOTION TO ADOPT THE AGENDA AS PRESENTED:

MOTION/SECOND: CZARNECKI/MCVOY VOTE: 4-aye, 0-nay, motion approved.

APPROVAL OF MINUTES:

MOTION/SECOND: CZARNECKI/MCVOY VOTE: 4-aye, 0-nay, motion approved.

APPROVAL OF ALLOWANCE CLAIMS:

MOTION/SECOND: CZARNECKI/MCVOY VOTE: 4-aye, 0-nay, motion approved.

APPROVAL OF JANUARY, FEBRUARY AND MARCH PARYOLL ALLOWANCE DOCKETS:

MOTION/SECOND: CZARNECKI/MCVOY VOTE: 4-aye, 0-nay, motion approved.

PARKS BOARD APPOINTMENT:

Motion to appoint: Jessica Papenhaus

MOTION/SECOND: CZARNECKI/MCVOY VOTE: 4-aye, 0-nay, motion approved.

ORDINANCES & RESOLUTIONS:

2023-OR-006 TRANSFER OF FUNDS:

1st Reading: MOTION/SECOND: CZARNECKI/LANGFORD VOTE: 4-aye, 0-nay, motion approved.

Waive 2nd Reading: MOTION/SECOND: CZARNECKI/LANGFORD VOTE: 4-aye, 0-nay, motion approved.

Approval: MOTION/SECOND: CZARNECKI/LANGFORD VOTE: 4-aye, 0-nay, motion approved.

2023-OR-007 ZONING MAP AMENDMENT:

1st Reading: Motion/Second: MCVOY/CZARNECKI VOTE: 4-aye, 0-nay, motion approved.

Waive 2nd Reading: Motion/Second: CZARNECKI/MCVOY VOTE: 4-aye, 0-nay, motion approved.

Approval: Motion/Second: CZARNECKI/MCVOY VOTE: 4-aye, 0-nay, motion approved.

2023-OR-008 2023 SALARY ORDINANCE AMENDMENT | POLICE DEPT:

1st Reading: Motion/Second: MCVOY/CZARNECKI VOTE: 4-aye, 0-nay, motion approved.

Waive 2nd Reading: Motion/Second: CZARNECKI/MCVOY VOTE: 4-aye, 0-nay, motion approved.

Approval: Motion/Second: CZARNECKI/MCVOY VOTE: 4-aye, 0-nay, motion approved.

**SELLERSBURG TOWN COUNCIL
MEETING MINUTES
MARCH 27, 2023 | 316 E UTICA STREET**

UNFINISHED BUSINESS:

1. **Pace Job No. 20007 Pay App No. 20 Reduction in Retainage from 10% to 5% | \$674,987.82 | LORI WYATT OF JTL:**
MOTION/SECOND: LANGFORD/MCVOY VOTE: 4-aye, 0-nay, motion approved.
2. **Pace Contracting requests approval of warranty period assignment of January 1, 2023 for equipment that has been placed into the Town’s beneficial use and are in continuous operations:**
MOTION/SECOND: MCVOY/LANGFORD VOTE: 4-aye, 0-nay, motion approved.

NEW BUSINESS:

1. **PUBLIC WORKS ZIPTILITY SOFTWARE SOLUTION | \$24,300.00 | 3 YEAR CONTRACT | TOWN MANAGER CHARLIE SMITH:**
MOTION/SECOND: CZARNECKI/MCVOY VOTE: 4-aye, 0-nay, motion approved.
2. **ARCHIVESOCIAL ANNUAL RENEWAL | CHARLIE SMITH, TOWN MANAGER:**
TABLED

COMMENTS FROM PUBLIC:

Mr. Pierce states he appreciates Charlie getting quotes for the fence.

RECEIPT OF STAFF REPORTS:

TOWN MANAGER, CHARLIE SMITH:

Gives updates on various projects.

TOWN ENGINEER, JACOBI, TOOMBS & LANZ | LORI WYATT

Gives project status updates

ADJOURNMENT:

Motion/Second to adjourn: CZARNECKI/MCVOY VOTE: 4-aye, 0-nay, motion approved.
Time adjourned: 7:10 p.m.

Minutes approved this 10th day of APRIL, 2023

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



15415 Shelbyville Road
Louisville, Kentucky 40245
Phone: 502.815.4142
Fax: 502.583.6375

1/16/2023

Dear Mr. Hagerty

Pace Contracting LLC requests that the warranty period assignment be dated as of January 1, 2023, for equipment that has been placed into the Town's beneficial use and are in continuous operations. This includes:

- Headworks - Two Center Flow Screens
- Headworks - Parshall Flume
- Headworks Pump Station
- Oxidation Ditch #3 - Aerator and Instrumentation
- Clarifier 3 & 4 Mechanical
- High-rate basin and diffusers
- Plant Drain, RAS/WAS, and EQ Basin Pump Stations
- New Electrical Building & Equipment
- Emergency Standby Generator
- All flowmeters with exception of the Effluent Flow Meter and the WAS Flow Meter

We appreciate you taking the time to consider our request.

Thanks,

Alex Oxencis

Project Manager

Pace Contracting LLC

Approved: 3/27/2023 Town Council Meeting.



15415 Shelbyville Road
Louisville, Kentucky 40245
Phone: 502.815.4142
Fax: 502.583.6375

1/16/2023

Dear Mr. Hagerty,

Per Section 00 52 00, Article 6.02 of the contract, retainage on the project can be reduced from 10% to 5% upon substantial completion. Although the entire project has not hit substantial completion, a large portion of the work is substantially complete. Therefore, a certificate of Substantial Completion, provided in Section 00 65 16 of the contract, for the areas of work completed to date is attached for your review.

Attached is a spreadsheet documenting the values for each pay item that are substantially complete at this time in the project. A 5% reduction of retainage is request for these items at a total value of \$674,987.82.

Punchlist items for these areas have been addressed along the way, and all final punch list items will be completed prior to a full substantial completion request.

Pace is committed to completing the work on time and to the quality standards that JTL and the City of Sellersburg expect, and we appreciate your consideration of this request.

Thanks,

Alex Oxencis

Project Manager

Pace Contracting LLC

Attachments: Letter of Partial Substantial Completion; Retainage Calculation Spreadsheet

DIVISION 00 – PROCUREMENT AND CONTRACTING
Section 00 65 16 Certificate of Substantial Completion

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: Town of Sellersburg	Owner's Contract No.:
Contractor: Pace Contracting	Contractor's Project No.: 5505
Engineer: JTL Consulting Engineers	Engineer's Project No.: 20007
Project: Sellersburg WWTP Rehab & Expansion	Contract Name:

This preliminary [final] Certificate of Substantial Completion applies to:

- All Work The following specified portions of the Work:
Please see attachments

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities: None
 As follows

Amendments to Contractor's responsibilities: None
 As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

DIVISION 00 – PROCUREMENT AND CONTRACTING
Section 00 65 16 Certificate of Substantial Completion

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:		RECEIVED:		RECEIVED:	
By: _____ (Authorized signature)	By: <u>Brady Amor</u> Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)			
Title: _____	Title: <u>President</u>	Title: _____			
Date: _____	Date: <u>3/27/2023</u>	Date: _____			

END OF SECTION

Attachment #1: Substantially Completed Equipment and Buildings to date

The following newly constructed structures are tested and operational:

- Headworks and Headworks Pump Station
- Oxidation Ditch #3 and ancillary equipment
- Clarifier #4
- Electrical Building
- Plant Drain Pump Station

The rehabilitation of the following structures have been completed and are operational:

- Clarifier #3
- RAS/WAS Pump Station
- EQ Basin Pump Station
- East Scum Pump Station
- High Rate Basin Modifications and New Diffusers

Per the attached Reduction Calculation Spreadsheet, an applicable portion of various supporting pay items such as piping, concrete, metals, etc have also been added.

Retainage Calculation Based on January 2023 Pay Application Percentage Complete

For (Contract): **Sellersburg WWTP Rehab & Expansion** Application Number: **20**
 Application Period: **1/1/23 to 1/31/23** Application Date: **2/1/2023**

Specification Section No.	A Description	B Scheduled Value (\$)	C Work Completed		D This Period	E Materials Presently Stored (not in C or D)	F Total Completed and Stored to Date (C + D + E)		G Balance to Finish (B - F)	Value Applicable to Complete Work	5% of Retainage
			From Previous Application (C+D)	% (F/B)			Total Completed and Stored to Date (C + D + E)	% (F/B)			
Division 1											
1.1	General Conditions										
1.2	Mobilization	\$713,439.00	\$713,439.00				\$713,439.00	100.0%		\$713,439.00	\$35,671.95
1.3	Bonds & Insurance	\$140,000.00	\$140,000.00				\$140,000.00	100.0%		\$140,000.00	\$7,000.00
1.4	Demobilization	\$125,000.00							\$125,000.00		
1.5	Layout	\$75,000.00	\$68,500.00	\$1,500.00			\$70,000.00	93.3%	\$5,000.00	\$35,000.00	\$1,750.00
1.6	Temp Admin Building	\$65,000.00	\$6,000.00	\$35,000.00			\$41,000.00	63.1%	\$24,000.00		
1.7	Engineer Office	\$85,000.00	\$84,000.00	\$1,000.00			\$87,000.00	78.8%	\$18,000.00		
1.8	Temp Fence	\$35,000.00	\$35,000.00				\$35,000.00	100.0%		\$35,000.00	\$1,750.00
1.8	Allowance 01 21 00	\$140,000.00	\$5,100.00				\$5,100.00	3.6%	\$134,900.00		
Division 2											
2.1	Existing Conditions										
2.1	Site Cleaning	\$28,280.00	\$28,280.00				\$28,280.00	100.0%		\$28,280.00	\$1,314.00
2.2	Demo Underground Piping	\$161,000.00	\$25,000.00	\$15,000.00			\$40,000.00	24.8%	\$121,000.00		
2.3	Demo Admin Building	\$55,000.00	\$5,000.00	\$6,000.00			\$11,000.00	20.0%	\$44,000.00		
2.4	Demo Existing Headworks & Grit Building	\$61,000.00	\$12,500.00	\$40,000.00			\$52,500.00	86.1%	\$8,500.00		
2.5	Demo Existing UV Building	\$46,000.00	\$46,000.00				\$46,000.00	100.0%		\$46,000.00	\$2,300.00
2.6	Demo Existing Splitter Boxes	\$41,000.00	\$20,000.00	\$21,000.00			\$41,000.00	100.0%		\$41,000.00	\$2,050.00
2.7	Demo Existing Sludge Drying Bed	\$31,000.00							\$31,000.00		
2.8	Demo Existing Sludge Landing Station	\$22,000.00							\$22,000.00		
2.9	Demo Ox Ditch #1 & #2 Mechanical	\$15,000.00		\$13,000.00			\$13,000.00	100.0%		\$13,000.00	\$650.00
2.10	Demo High Rate Basin Mechanical	\$17,000.00	\$17,000.00				\$17,000.00	100.0%		\$17,000.00	\$850.00
2.11	Demo Clarifier #3 Mechanical	\$20,000.00	\$20,000.00				\$20,000.00	100.0%		\$20,000.00	\$1,000.00
2.12	Demo Clarifier #1 & #2 Mechanical	\$26,000.00	\$26,000.00				\$26,000.00	100.0%		\$26,000.00	\$1,300.00
2.13	Demo EQ Return Pump Station Mechanical	\$7,000.00	\$7,000.00				\$7,000.00	100.0%		\$7,000.00	\$350.00
2.14	Demo RAS/WAS Pump Station Mechanical	\$8,000.00	\$8,000.00				\$8,000.00	100.0%		\$8,000.00	\$400.00
2.15	Demo Aerobic Digester Mechanical	\$12,000.00	\$6,000.00				\$6,000.00	50.0%	\$6,000.00	\$6,000.00	\$300.00
2.16	Demo Blower Building Mechanical	\$23,500.00	\$13,000.00				\$13,000.00	55.3%	\$10,500.00		
2.17	Demo Existing Headworks Mechanical	\$7,000.00	\$4,000.00	\$3,000.00			\$7,000.00	100.0%		\$7,000.00	\$350.00
Division 3											
3.1	Concrete										
3.1	Headworks	\$471,850.00	\$471,850.00				\$471,850.00	100.0%		\$471,850.00	\$23,582.50
3.2	Ox Ditch #1 & #2 Splitter Box	\$81,850.00		\$25,000.00			\$25,000.00	30.5%	\$56,850.00		
3.3	Ox Ditch #3	\$928,430.00	\$928,430.00				\$928,430.00	100.0%		\$928,430.00	\$46,321.50
3.4	High Rate Basin	\$21,250.00	\$21,250.00				\$21,250.00	100.0%		\$21,250.00	\$1,062.50
3.5	Clarifier #4	\$587,741.00	\$587,741.00				\$587,741.00	100.0%		\$587,741.00	\$29,387.05
3.6	Reseration Basin	\$135,350.00	\$25,000.00	\$65,000.00			\$90,000.00	66.5%	\$45,350.00		
3.7	UV Building	\$118,700.00	\$118,700.00				\$118,700.00	100.0%		\$118,700.00	\$5,935.00
3.8	Dewatering Building	\$128,700.00	\$128,700.00				\$128,700.00	100.0%		\$128,700.00	\$6,435.00
3.9	Electrical Building	\$56,350.00	\$56,350.00				\$56,350.00	100.0%		\$56,350.00	\$2,817.50
3.10	Washdown Slab	\$27,000.00							\$27,000.00		
3.11	Pads	\$27,500.00	\$23,500.00				\$23,500.00	85.5%	\$4,000.00	\$23,500.00	\$1,175.00

Retainage Calculation Based on January 2023 Pay Application Percentage Complete

For (Contract):		Sellersburg WWTP Rehab & Expansion		Application Number:	20								
Application Period:		1/1/23 to 1/31/23		Application Date:		2/1/2023							
A		B		C		D		E		F		G	
Specification Section No.	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)	Value Applicable to Compete Work	5% of Retainage			
9.3	Painting	\$152,900.00	\$106,500.00	\$6,000.00		\$112,500.00	73.6%	\$40,400.00	\$65,000.00	\$3,250.00			
9.4	Pump Station Special Coatings	\$97,140.00	\$97,140.00			\$97,140.00	100.0%		\$97,140.00	\$4,857.00			
Division 10													
Specialties													
10.1	Signage	\$3,940.00						\$3,940.00					
10.2	Toilet & Urinal Partitions	\$3,720.00	\$2,090.00			\$2,090.00	56.2%	\$1,630.00					
10.3	Bathroom Accessories	\$6,020.00	\$2,375.00			\$2,375.00	39.5%	\$3,645.00					
10.4	Metal Lockers	\$5,010.00	\$3,295.00			\$3,295.00	65.8%	\$1,715.00					
Division 11													
Equipment													
11.1	Headworks Gates	\$82,040.00	\$82,040.00			\$82,040.00	100.0%		\$82,040.00	\$4,102.00			
11.2	Ox Ditch #1 Gates	\$53,630.00	\$15,000.00	\$35,000.00		\$50,000.00	93.2%	\$3,630.00					
11.3	Ox Ditch #2 Gates	\$30,960.00	\$15,000.00	\$12,500.00		\$27,500.00	88.8%	\$3,460.00					
11.4	Ox Ditch #3 Gates	\$30,960.00	\$30,960.00			\$30,960.00	100.0%		\$30,960.00	\$1,548.00			
11.5	High Rate Basin Gates	\$37,760.00	\$37,760.00			\$37,760.00	100.0%		\$37,760.00	\$1,888.00			
11.6	Regeneration Basin Gates	\$11,630.00	\$6,500.00			\$6,500.00	55.9%	\$5,130.00					
11.7	UV Building Gates	\$37,760.00	\$37,760.00			\$37,760.00	100.0%		\$37,760.00	\$1,888.00			
11.8	Start-Up Gates (25 Total)	\$25,000.00	\$14,000.00			\$14,000.00	56.0%	\$11,000.00	\$14,000.00	\$700.00			
Division 12													
Furnishings													
12.1	Casework	\$26,000.00	\$7,699.04			\$7,699.04	29.6%	\$18,301.96					
12.2	Countertops	\$25,060.00						\$25,060.00					
Division 13													
Special Construction													
13.1	Foundation Design	\$24,000.00	\$24,000.00			\$24,000.00	100.0%		\$24,000.00	\$1,200.00			
13.2	Headworks PEMB	\$180,580.00	\$180,580.00			\$180,580.00	100.0%		\$180,580.00	\$9,029.00			
13.3	UV Building PEMB	\$95,070.00	\$95,070.00			\$95,070.00	100.0%		\$95,070.00	\$4,753.50			
13.4	Dewatering Building PEMB	\$121,260.00	\$115,500.00			\$115,500.00	95.2%	\$5,760.00					
13.5	Washdown Pad Carpet	\$31,790.00						\$31,790.00					
Division 22													
Plumbing													
22.1	Headworks Plumbing	\$46,280.00	\$41,745.69			\$41,745.69	90.2%	\$4,534.31	\$41,745.69	\$2,087.28			
22.2	Dewatering Building	\$48,050.00	\$33,500.00			\$33,500.00	69.7%	\$14,550.00					
22.3	Admin/Lab Building	\$52,250.00						\$52,250.00					
22.4	55 Clarifier RAS Pump Station	\$75,340.00	\$70,960.00			\$70,960.00	93.9%	\$4,380.00					
22.5	Start-Up Pump Station	\$1,000.00						\$1,000.00					
Division 23													
HVAC													
23.1	Headworks	\$99,490.00	\$70,600.00	\$10,000.00		\$80,600.00	81.0%	\$18,890.00	\$80,600.00	\$4,030.00			
23.2	Dewatering Building	\$57,380.00	\$9,000.00	\$20,000.00		\$29,000.00	50.5%	\$28,380.00					
23.3	Admin/Lab Building	\$45,740.00	\$13,050.00			\$13,050.00	28.5%	\$32,690.00					

Retainage Calculation Based on January 2023 Pay Application Percentage Complete

For (Contract):		Sellersburg WWTP Rehab & Expansion		Application Number:	20								
Application Period:		1/1/23 to 1/31/23		Application Date:	2/1/2023								
A		B		C		D		E		F		G	
Specification Section No.	Description	Scheduled Value (\$)	Work Completed		Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)	Value Applicable to Complete Work	5% of Retainage			
		From Previous Application (C-D)	This Period										
23.4	Electrical Building	\$45,000.00	\$43,041.40			\$43,041.40	95.6%	\$1,958.60	\$43,041.40	\$2,152.07			
Division 26													
26.1	Headworks	\$112,860.00	\$110,513.21			\$110,513.21	97.8%	\$2,446.79	\$110,513.21	\$5,525.66			
26.2	Oxidation Ditches	\$102,930.00	\$86,856.11	\$5,000.00		\$91,856.11	89.2%	\$11,073.89	\$80,000.00	\$4,000.00			
26.3	High Rate Basin	\$39,530.00	\$35,000.00			\$35,000.00	90.2%	\$3,530.00	\$35,000.00	\$1,750.00			
26.4	Clarifiers	\$28,920.00	\$25,856.11			\$25,856.11	89.4%	\$3,063.89	\$25,856.11	\$1,292.81			
26.5	Pump Stations	\$142,930.00	\$140,000.00			\$140,000.00	98.0%	\$2,930.00	\$140,000.00	\$7,000.00			
26.6	Reseration Basin	\$14,950.00	\$2,500.00			\$2,500.00	16.7%	\$12,450.00					
26.7	UV Building	\$46,170.00	\$40,356.11			\$40,356.11	87.4%	\$5,813.89	\$40,356.11	\$2,017.81			
26.8	Sludge Holding Tank	\$19,680.00	\$11,356.11			\$11,356.11	60.9%	\$7,323.89					
26.9	Blower Building	\$181,130.00	\$68,356.11	\$65,000.00		\$133,356.11	73.6%	\$47,773.89					
26.10	Dewatering Building	\$66,830.00	\$68,356.11			\$68,356.11	85.6%	\$12,473.89					
26.11	Administration Building	\$92,580.00	\$8,356.11			\$8,356.11	9.0%	\$84,223.89					
26.12	Electric Building	\$85,750.00	\$84,356.11			\$84,356.11	98.4%	\$1,393.89	\$84,356.11	\$4,217.81			
26.13	Existing Equalization Basin	\$14,680.00	\$14,680.00			\$14,680.00	100.0%	\$0.00	\$14,680.00	\$733.00			
26.14	Flow Meter Vaults	\$6,500.00	\$4,500.00			\$4,500.00	69.2%	\$2,000.00	\$4,500.00	\$225.00			
26.15	Existing EQ Storage Building New Feeder	\$5,180.00	\$5,180.00			\$5,180.00	100.0%	\$0.00	\$5,180.00	\$259.00			
26.16	Old Dewatering Building New Feeder	\$14,380.00	\$8,000.00	\$5,080.00		\$13,080.00	100.0%	\$6,300.00					
26.17	Old Phosphorus Building New Feeder	\$17,080.00	\$12,000.00			\$12,000.00	100.0%	\$5,080.00					
26.18	Generator Feeder/Controls	\$25,300.00	\$25,300.00			\$25,300.00	100.0%	\$0.00	\$25,300.00	\$1,265.00			
26.19	Metering Pit	\$4,770.00	\$4,770.00			\$4,770.00	100.0%	\$0.00	\$4,770.00	\$238.50			
26.20	Electrical Shework	\$298,180.00	\$237,483.72			\$237,483.72	92.0%	\$20,696.28	\$200,000.00	\$10,000.00			
26.21	Lighting Package	\$112,130.00	\$80,467.82			\$80,467.82	71.8%	\$31,662.18					
26.22	Power Distribution Equipment Package	\$299,000.00	\$274,936.14	\$15,000.00		\$289,936.14	97.0%	\$9,063.86	\$250,000.00	\$12,500.00			
26.23	Generator	\$139,880.00	\$139,880.00			\$139,880.00	100.0%	\$0.00	\$139,880.00	\$6,994.00			
26.24	Start-Up Generator	\$1,000.00	\$1,000.00			\$1,000.00	100.0%	\$0.00	\$1,000.00	\$50.00			
Division 31													
Earthwork													
31.1	Site Grading	\$191,250.00	\$111,000.00			\$111,000.00	58.0%	\$80,250.00	\$50,000.00	\$2,500.00			
31.2	Mass Excavation	\$120,000.00	\$120,000.00			\$120,000.00	100.0%	\$0.00	\$120,000.00	\$6,000.00			
31.3	INDOT Recompaction	\$35,000.00						\$35,000.00					
31.4	Staging Area	\$67,480.00	\$67,480.00			\$67,480.00	100.0%	\$0.00	\$67,480.00	\$3,374.00			
31.5	Removal of Staging Area Stone	\$13,250.00						\$13,250.00					
31.6	Erosion Control	\$23,920.00	\$550.00			\$550.00	86.6%	\$3,200.00					
31.7	Site Blasting Operations	\$210,000.00						\$210,000.00					
Division 32													
Exterior Improvements													
32.1	Asphalt & Striping	\$143,680.00	\$10,000.00			\$10,000.00	6.9%	\$133,680.00					
32.2	Concrete Pavement	\$43,640.00						\$43,640.00					
32.3	Access Drive	\$19,280.00	\$19,280.00			\$19,280.00	100.0%	\$0.00	\$19,280.00	\$964.50			

Retainage Calculation Based on January 2023 Pay Application Percentage Complete

A		B		C		D		E		F		G	
Specification Section No.	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Value Applicable to Complete Work	5% of Retainage				
For (Contract): Sellersburg WWTP Rehab & Expansion Application Number: 20 Application Period: 1/1/23 to 1/31/23 Application Date: 2/1/2023													
32.4	Sidewalks	\$53,730.00	\$5,000.00			\$5,000.00	9.3%	\$47,850.00	\$2,392.50				
32.5	Retaining Wall	\$47,850.00	\$43,034.00			\$43,034.00	75.0%	\$37,470.00	\$2,151.70				
32.6	Permanent Fence	\$57,390.00											
32.7	Fine Grade & Seeding	\$37,470.00											
32.8	Landscaping	\$44,600.00											
Division 33													
Utilities													
33.1	36" Plant Outfall	\$774,410.00	\$774,410.00			\$774,410.00	100.0%	\$774,410.00	\$38,720.50				
33.2	Outfall Blasting Operations	\$165,000.00	\$165,000.00			\$165,000.00	100.0%	\$165,000.00	\$8,250.00				
33.3	Airport Traffic Strip/Sealing	\$149,840.00	\$149,840.00			\$149,840.00	100.0%	\$149,840.00	\$7,492.00				
33.4	Buried Waterlines, Valves, & Hydrants	\$166,740.00	\$153,421.14	\$5,000.00		\$158,421.14	95.0%	\$75,000.00	\$3,750.00				
33.5	Line A - Headworks to Ox Ditch #1 & #2	\$282,760.00	\$272,619.20			\$272,619.20	96.4%	\$25,000.00	\$1,250.00				
33.6	Line B - Headworks to Ox Ditch #3	\$138,700.00	\$138,700.00			\$138,700.00	100.0%	\$138,700.00	\$6,935.00				
33.7	Line C - Headworks to EQ Basin	\$53,560.00	\$53,560.00			\$53,560.00	100.0%	\$53,560.00	\$2,678.00				
33.8	Line D - Ox Ditch #1 to HRTB	\$111,410.00	\$99,044.09			\$99,044.09	88.9%	\$273,930.00	\$13,696.50				
33.9	Line E - Ox Ditch #3 to HRTB	\$273,930.00	\$273,930.00			\$273,930.00	100.0%	\$273,930.00	\$13,696.50				
33.10	Line F - HRTB to Clarifier 2	\$18,980.00	\$18,980.00			\$18,980.00	100.0%	\$18,980.00	\$949.00				
33.11	Line G - Splitter Box to Clarifier 4	\$79,910.00	\$79,910.00			\$79,910.00	100.0%	\$79,910.00	\$3,995.50				
33.12	Line H - Clarifier 2 to Post Aeration	\$68,190.00	\$62,682.33			\$62,682.33	72.7%	\$23,507.67	\$1,175.38				
33.13	Line I - Clarifier 3 to Post Aeration	\$94,900.00	\$82,119.89			\$82,119.89	86.5%	\$82,119.89	\$4,105.99				
33.14	Line J - Clarifier 4 to Post Aeration	\$13,221.23	\$13,221.23	\$6,268.77		\$19,490.00	100.0%	\$19,490.00	\$974.50				
33.15	Line K - Clarifier to Post Aeration Bypass	\$83,080.00	\$76,345.02	\$6,734.98		\$83,080.00	100.0%	\$83,080.00	\$4,154.00				
33.16	Line U - Plant Drain	\$23,650.00	\$23,650.00			\$23,650.00	100.0%	\$23,650.00	\$1,182.50				
33.17	Line V - Outfall	\$16,300.00	\$16,300.00			\$16,300.00	100.0%	\$16,300.00	\$815.00				
33.18	Line W - Digester 1 to Dewatering	\$6,280.00	\$3,000.00			\$3,000.00	36.2%	\$5,280.00	\$264.00				
33.19	Line X - Digester 2 to Dewatering	\$7,070.00	\$3,000.00			\$3,000.00	42.4%	\$4,070.00	\$203.50				
33.20	Line Y - Post Aeration Air Supply	\$7,150.00	\$3,000.00			\$3,000.00	42.1%	\$4,150.00	\$207.50				
33.21	Line Z - Sampling Line	\$1,330.00						\$1,330.00	\$66.50				
33.22	Line AA - Clarifier 2 to WAS PS	\$5,010.00	\$2,122.44			\$2,122.44	42.4%	\$2,887.56	\$144.38				
33.23	Line CC - HRTB to Clarifier 3 Relocation	\$25,470.00	\$25,470.00			\$25,470.00	100.0%	\$25,470.00	\$1,273.50				
33.24	Force Mains (Lines L - T, BB, DD)	\$419,770.00	\$419,770.00			\$419,770.00	100.0%	\$419,770.00	\$20,988.50				
33.25	Manholes	\$125,320.00	\$125,320.00			\$125,320.00	100.0%	\$125,320.00	\$6,266.00				
33.26	Catch Basins	\$69,616.20	\$69,616.20			\$69,616.20	87.2%	\$69,616.20	\$3,480.81				
33.27	Headwalls	\$48,110.00	\$48,110.00			\$48,110.00	100.0%	\$48,110.00	\$2,405.50				
33.28	Reinforced Concrete Pipe	\$46,600.00	\$41,602.00			\$41,602.00	89.3%	\$41,602.00	\$2,080.10				
33.29	EQ Pump Station Rehab	\$39,890.00	\$39,890.00			\$39,890.00	100.0%	\$39,890.00	\$1,994.50				
33.30	East Scum Pump Station Rehab	\$40,060.00	\$40,060.00			\$40,060.00	100.0%	\$40,060.00	\$2,003.00				
33.31	RAS/WAS Pump Station Rehab	\$40,060.00	\$40,060.00			\$40,060.00	100.0%	\$40,060.00	\$2,003.00				
33.32	West Scum Package Pump Station	\$16,120.00	\$16,120.00			\$16,120.00	86.7%	\$21,141.00	\$1,057.05				
33.33	Headworks Package Pump Station	\$16,120.00	\$16,120.00			\$16,120.00	100.0%	\$16,120.00	\$806.00				
33.34	Plant Drain Pump Station	\$32,300.00	\$32,300.00			\$32,300.00	100.0%	\$32,300.00	\$1,615.00				

Retainage Calculation Based on January 2023 Pay Application Percentage Complete

For (Contract):		Sellersburg WWTP Rehab & Expansion		Application Number:	20									
Application Period:		1/1/23 to 1/31/23		Application Date:	2/1/2023									
A		B		C		D		E		F		G		
Specification Section No.	Description	Scheduled Value (\$)		From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)		Total Completed and Stored to Date (C + D + E)		% (F / B)	Balance to Finish (B - F)		Value Applicable to Complete Work	5% of Retainage
33.35	Lagoon Membrane Liner Repairs	\$12,300.00	\$5,000.00	\$11,000.00				\$11,000.00	\$11,000.00	89.4%	\$1,300.00	\$11,000.00	\$550.00	
33.36	Start-Up Pump Stations			\$3,000.00				\$3,000.00	\$3,000.00	60.0%	\$2,000.00	\$3,000.00	\$150.00	
Division 40 Process Integration														
40.1	Stainless Steel Process Piping	\$257,280.00		\$230,446.57	\$5,000.00			\$235,446.57	\$235,446.57	91.5%	\$21,833.43	\$235,446.57	\$11,772.33	
40.2	Ductile Iron Process Piping	\$598,060.00		\$588,698.79				\$588,698.79	\$588,698.79	98.1%	\$11,361.21	\$590,000.00	\$27,500.00	
40.3	Process Piping Pipe Supports	\$158,780.00		\$113,111.00	\$10,000.00			\$123,111.00	\$123,111.00	77.5%	\$35,669.00	\$123,111.00	\$6,155.55	
40.4	Plug Valves	\$71,830.00		\$67,139.00				\$67,139.00	\$67,139.00	93.5%	\$4,691.00	\$67,139.00	\$3,358.95	
40.5	Check Valves	\$61,850.00		\$61,850.00				\$61,850.00	\$61,850.00	100.0%		\$61,850.00	\$3,092.50	
40.6	Mud Valves	\$47,170.00		\$47,170.00				\$47,170.00	\$47,170.00	100.0%		\$47,170.00	\$2,358.50	
40.7	Telescopic Sludge Valves	\$77,180.00		\$63,028.00				\$63,028.00	\$63,028.00	81.7%	\$14,154.00	\$35,000.00	\$1,750.00	
40.8	Pinch Valve	\$9,110.00		\$7,500.00	\$1,610.00			\$9,110.00	\$9,110.00	100.0%		\$9,110.00	\$455.50	
40.9	Butterfly Valves	\$62,540.00		\$40,919.00	\$10,000.00			\$50,919.00	\$50,919.00	81.4%	\$11,621.00	\$30,000.00	\$1,500.00	
40.10	Magnetic Flow Meters	\$102,650.00		\$100,500.00				\$100,500.00	\$100,500.00	97.9%	\$2,150.00	\$90,000.00	\$4,500.00	
40.11	Refrigerated Wastewater Sampler	\$11,500.00		\$11,500.00				\$11,500.00	\$11,500.00	100.0%		\$11,500.00	\$575.00	
40.12	Misc. Instruments	\$72,130.00		\$68,180.00				\$68,180.00	\$68,180.00	94.5%	\$3,950.00	\$40,000.00	\$2,000.00	
Division 41 Material Handling Equipment														
41.1	Bridge Crane	\$63,560.00		\$59,875.00				\$59,875.00	\$59,875.00	94.2%	\$3,685.00	\$59,875.00	\$2,993.75	
41.2	Davit Crane & Sockets	\$4,960.00										\$4,960.00		
Division 43 Process Gas & Liquid Handling Equipment														
43.1	Blowers	\$86,270.00		\$80,045.00				\$80,045.00	\$80,045.00	81.5%	\$18,225.00	\$40,000.00	\$2,000.00	
43.2	Mechanical Surface Aerators	\$430,000.00		\$377,822.20	\$35,000.00			\$412,822.20	\$412,822.20	96.0%	\$17,177.80	\$250,000.00	\$12,500.00	
43.3	Submersible Propeller Mixers	\$214,880.00		\$214,880.00				\$214,880.00	\$214,880.00	100.0%		\$214,880.00	\$10,744.00	
43.4	Start-Up Division 43 Equipment	\$3,000.00		\$1,000.00				\$1,000.00	\$1,000.00	33.3%	\$2,000.00	\$1,000.00	\$50.00	
Division 46 Water & Wastewater Equipment														
46.1	Perforated Plate Screens	\$301,460.00		\$301,460.00				\$301,460.00	\$301,460.00	100.0%		\$301,460.00	\$15,073.00	
46.2	Screenings Washing & Compaction Equipment	\$231,450.00		\$231,450.00				\$231,450.00	\$231,450.00	100.0%		\$231,450.00	\$11,572.50	
46.3	Stacked Tray Grit Removal System	\$444,270.00		\$444,270.00				\$444,270.00	\$444,270.00	100.0%		\$444,270.00	\$22,213.50	
46.4	72" Clarifier	\$440,730.00		\$440,730.00				\$440,730.00	\$440,730.00	100.0%		\$440,730.00	\$22,036.50	
46.5	55' Clarifier	\$173,110.00		\$165,910.20				\$165,910.20	\$165,910.20	95.8%	\$7,199.80	\$35,000.00	\$1,750.00	
46.6	Clarifier Lamander Covers	\$106,520.00		\$100,000.00				\$100,000.00	\$100,000.00	93.9%	\$6,520.00	\$35,000.00	\$1,750.00	
46.7	Med Bubble Diff Aeration for Sludge Storage	\$88,330.00		\$70,000.00				\$70,000.00	\$70,000.00	79.2%	\$18,330.00	\$35,000.00	\$1,750.00	
46.8	Flexible Membrane Disc Diffusers - High Rate Basin	\$104,190.00		\$104,190.00				\$104,190.00	\$104,190.00	100.0%		\$104,190.00	\$5,209.50	
46.9	Flexible Membrane Disc Diffusers - Recirculation Basin	\$100,000.00		\$84,045.00				\$84,045.00	\$84,045.00	63.9%	\$36,155.00	\$104,190.00	\$5,209.50	
46.10	UV Disinfection Equipment	\$294,460.00		\$201,450.00	\$25,000.00			\$226,450.00	\$226,450.00	76.9%	\$68,030.00	\$30,950.00	\$1,547.50	
46.11	Dewatering Screw Press System	\$1,190,000.00		\$1,099,050.00	\$20,000.00			\$1,119,050.00	\$1,119,050.00	97.3%	\$30,950.00	\$30,950.00	\$1,547.50	
46.12	Start-Up Division 46 Equipment	\$10,000.00		\$5,000.00				\$5,000.00	\$5,000.00	50.0%	\$5,000.00	\$5,000.00	\$250.00	

Retainage Calculation Based on January 2023 Pay Application Percentage Complete

For (Contract):		Sellersburg WWTP Rehab. & Expansion		Application Number:	20				
Application Period:		1/1/23 to 1/31/23		Application Date:	2/1/2023				
Specification Section No.	A Description	B Scheduled Value (\$)	Work Completed		E Materials Presently Stored (net in C or D)	F Total Completed and Stored to Date (C + D + E)	G Balance to Finish (B - F)	Value Applicable to Compete Work	5% of Retainage
Change Order			C From Previous Application (C+D)	D This Period					
1	Change Order #1 Package								
1.1	Concrete Design Changes	\$18,513.33	\$18,513.33			\$18,513.33		\$18,513.33	\$925.67
1.2	Granular Backfill Requirements Change	\$40,000.00	\$40,000.00			\$40,000.00		\$40,000.00	\$2,000.00
1.3	Oxidation Ditch Handrail	\$10,000.00	\$10,000.00			\$10,000.00		\$10,000.00	\$500.00
2	Change Order #2 Package								
2.1	Haul Offsite Topsoil	\$25,000.00	\$25,000.00			\$25,000.00		\$25,000.00	\$1,250.00
2.2	Demo Clarifier #1	\$37,010.47	\$32,000.00	\$5,010.47		\$37,010.47		\$37,010.47	\$1,850.52
3	Change Order #3 Package								
3.1	Drain Piping at Dewatering Building	\$2,672.66	\$2,672.66			\$2,672.66		\$2,672.66	\$133.63
3.2	Telescoping Valve Changes at Digestors	\$19,368.87	\$3,000.00			\$3,000.00	\$16,368.87		
3.3	Relocation of UV Piping from Differing Site Conditions	\$8,734.48	\$8,734.48			\$8,734.48		\$8,734.48	\$436.72
3.4	Headworks Anti-Corrosion Coating	\$55,154.84	\$55,154.84			\$55,154.84		\$55,154.84	\$2,757.74
3.5	Utility Charges for New Power Service	\$19,380.39	\$19,380.39			\$19,380.39		\$19,380.39	\$969.02
4	Change Order #3 Package								
4.1	Escalation of Materials	\$244,862.35	\$244,862.35			\$244,862.35		\$244,862.35	\$12,243.12
Totals		\$20,048,697.39	\$16,982,076.37	\$540,354.22		\$17,522,330.59	\$2,526,366.80	\$13,499,756.38	\$674,987.87



Ziptility Software and Services Contract

PREPARED FOR

Town of Sellersburg
103 South New Albany Street
Sellersburg, Indiana 47172

Mar 10, 2023

PREPARED BY

Ziptility
642 South Madison Street
Bloomington, Indiana 47404

Software and Services Order Form

Customer Contact Name	Customer Contact Email

Software Subscription				
Type	Detail	Standard Annual Fee	Service Term	Total Before Discounts & Credits
Ziptility Pro	Service Connections: 6,000 Deployment Type: Enterprise	\$10,800	3 Years	\$32,400

Discounts & Credits				
Type	Detail	Value	Quantity	Value of Discounts & Credits
Invoice Credit	Buyout of remaining term with legacy technology vendor	\$8,100	1	\$8,100

Amount Due	
Invoice Total (Initial 3-Year Term)	\$24,300

Effective Date	Initial Service Term	Payment Terms
3/31/2023	3 Years	Net 30

Notes
Thank you for your business!

The software, services, features, and consents described herein (collectively, the "Service Capacity") have been ordered and agreed to by Customer effective as of the date contained herein and will be provided pursuant to the Agreement.

Master Software and Services Agreement

This Master Software and Services Agreement ("Agreement") is entered into on March 31st, 2023 (the "Effective Date") between Ziptility, Inc. with a place of business at 642 North Madison Street, Bloomington, Indiana 47404 ("Company"), and Town of Sellersburg with a place of business at 103 South New Albany Street, Sellersburg, Indiana 47172 ("Customer").

By signing below, the parties agree that they have had an opportunity to read and review this Agreement and that they intend to be bound by the terms of this Agreement as of the Effective Date.

Customer Signature: Brad A. Amos
Brad A. Amos
Council President

Dated: 3/27/2023

Company Signature: _____

Dated: _____

1. APPLICABILITY

- 1.1. These General Terms and Conditions ("Terms") are the only terms that govern the provision of services by Company to Customer.
- 1.2. For so long as this Agreement is in effect, there shall be no force or effect to any terms and conditions of Customer, different terms of any related purchase order issued by Customer, or similar form or agreement issued by Customer, even if signed by the parties after the date hereof.
- 1.3. This Agreement includes and incorporates the attached Order Form, as well as any additional attachments or exhibits and contains, among other things, warranty disclaimers, liability limitations and use limitations.

2. SERVICES

- 2.1. Company shall provide the products and services to Customer as described and selected in the Order Form (collectively, the "Services").

3. DEFINITIONS

The following terms used throughout this Agreement, in addition to any other capitalized and called-out terms, shall have the following meaning:

- 3.1. **Commercially Reasonable:** Corresponding to commonly accepted commercial practices.
- 3.2. **Downtime:** A period of time in which the Software fails to provide or perform its primary function(s).
- 3.3. **Implementation Services:** Services provided by Company related to the manipulation and migration of relevant spatial and tabular data from Customer's legacy systems into Ziptility Software.
- 3.4. **User Training:** Educational workshops provided by Company to new Customers.
- 3.5. **Technical Support:** Advice services provided by Company to Customers who experience problems using Ziptility Software as expected.
- 3.6. **Material Breach:** A default in the performance of any term or condition of this agreement, if such default shall not have been remedied within thirty (30) days after notice of the determination of the existence thereof by either party.

4. SOFTWARE SERVICES AND SUPPORT

- 4.1. Subject to the terms of this Agreement, Company will use Commercially Reasonable efforts to provide Customer the Services in accordance with the Service Level Terms attached hereto as Exhibit A.
- 4.2. As part of the registration process, Customer will identify an administrative username and password for Customer's Company account. Company reserves the right to refuse

registration of, or cancel passwords it deems inappropriate and may deny sharing or licenses at its discretion.

- 4.3. Subject to the terms hereof, Company will provide Customer with reasonable Technical Support in accordance with the terms set forth in Exhibit C.

5. CUSTOMER OBLIGATIONS, RESTRICTIONS AND RESPONSIBILITIES

- 5.1. Customer will cooperate with the Company in all matters relating to the Services and provide access and information to the Company upon the Company's reasonable request or as otherwise needed for the purposes of the Company performing the Services;
- 5.2. Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels. Anything to the contrary notwithstanding, Customer shall be permitted to share information, including providing printed copies of reports, maps, and data, from the Software. With respect to any Software that is distributed or provided to Customer for use on Customer premises or devices, Company hereby grants Customer a non-exclusive, non-transferable, non-sublicensable license to use such Software during the Term (as defined in Paragraph 8.1 below) only in connection with the Services.
- 5.3. Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software is a "commercial item" and according to DFAR section 252.2277014(a)(1) and (5) is deemed to be "commercial computer software." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.
- 5.4. Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's standard published policies then in effect (the "Policy") and all applicable laws and regulations. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing. Company shall, during any such monitoring, ensure the confidentiality and security of all Customer data and records it reviews.
- 5.5. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files in the custody and control of Customer.
- 5.6. If Customer fails to comply with or otherwise perform its obligations under this Agreement, or if the Company is prevented or delayed in its performance by any act or omission of Customer or its agents, subcontractors, consultants, or employees, the Company shall not be deemed in breach of its obligations under this Agreement or

otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such failure, prevention, or delay.

6. CONFIDENTIALITY; PROPRIETARY RIGHTS

- 6.1. Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose confidential, business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes customer information and all non-public data provided by Customer to Company to enable the provision of the Services (together with Proprietary Information, "Customer Data").
- 6.2. By entering into this Agreement, Customer confirms that Customer has full authority and release to provide Company with Customer Data or otherwise use Customer Data in connection with the Services. Company shall be responsible for maintaining the confidentiality and security of all such Customer Data.
- 6.3. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any Proprietary Information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.
- 6.4. Customer shall own all right, title and interest in and to the Customer Data, as well as any data that is based on or derived from the Customer Data and provided to Customer as part of the Services. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.
- 6.5. Notwithstanding anything to the contrary, Company shall have the right to collect and analyze Customer Data, data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, (ii) to disclose such data solely in aggregate or other de-identified form to affiliates of Company, including any future subsidiary, sister, parent, or holding companies, share and disclose Customer Data, data and other information collected by the Company in the course of providing the Services, and (iii) to third-parties not affiliated with Company, disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

7. PAYMENT OF FEES

- 7.1. Customer will pay Company the then applicable fees described in the Order Form for the Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement or any changes agreed

upon thereto by the parties), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department identified in Exhibit C.

- 7.2. Full payment for invoices issued by Company must be paid according to the Invoice Terms set form on the Order Form. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service.
- 7.3. Customer shall be responsible for all taxes associated with Services other than U.S. Taxes based on Company's net income.

8. TERM AND TERMINATION

- 8.1. Subject to earlier termination as provided below, this Agreement is for the Initial Service Term (the "Term") as specified in the Order Form, and shall be automatically renewed for additional periods of One Year, unless either party requests termination at least thirty (30) days prior to the end of the then-current term.
- 8.2. In addition to any other remedies it may have, either party may also terminate this Agreement if the other party materially breaches any of the terms or conditions of this Agreement, or without cause if within thirty (30) days of the Effective Date. Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval for a period of sixty (60) days, but thereafter Company shall delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

9. WARRANTY AND DISCLAIMER

- 9.1. Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

10. INDEMNITY

- 10.1. Company shall indemnify and hold Customer harmless from liability to third parties resulting from infringement by the Service of any United States patent or any copyright or

misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing.

- 10.2. The foregoing obligations do not apply with respect to portions or components of the Service (i) not supplied by Company, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Service is not strictly in accordance with this Agreement.
- 10.3. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Service.
- 10.4. Customer shall indemnify and hold Company harmless from liability to third parties resulting from Customer's use, misuse, or dissemination of Customer Data, information, or other products or materials generated by, though, or in conjunction with the Services. Anything in this Agreement to the contrary notwithstanding, Customer's obligation to hold Company harmless shall be limited to substance by statutes designed to protect and limit the exposure and liability of Customer as an instrumentality of the State of Indiana (e.g., actions and conditions as to which Customer is immunized by the Indiana Medical Malpractice Act, the Indiana Tort Claims Act, dollar limits stated in such Acts, exemption from punitive damages, and the continued ability to defeat claims by reason of contributory negligence or fault of the claimant), so that Customer's liability to hold harmless and indemnify shall not exceed what might have been Customer's liability to a claimant if sued directly by the claimant and all appropriate defenses had been raised by Customer. This clause shall survive the termination of this Agreement.

11. LIMITATION OF LIABILITY

- 11.1. ABSENT MISCONDUCT OR NEGLIGENCE, NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, , STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. NOTICES

- 12.1. All Notices required by the terms of this Agreement, shall be in writing and shall be deemed as received (1) on the date sent if served via United States Mail or electronic mail; or (2) on the date received if sent via Overnight Delivery Service or certified mail, return receipt requested. All Notices shall be sent to the following addresses:

Notices to Company	Notices to Customer
Tyler Henke Ziptilty, Inc. 642 North Madison Street Bloomington, Indiana 47404 tyler@ziptilty.com	

When a term of this Agreement requires that notice be provided "in writing," then notice via email shall be considered notice "in writing."

13. MISCELLANEOUS

- 13.1. Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.
- 13.2. Assignability. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent, which consent may not be unreasonably withheld or conditioned. Company may transfer and assign any of its rights and obligations under this Agreement without consent.
- 13.3. Complete Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement.
- 13.4. Amendments. All waivers and modifications of this Agreement must be in a writing signed by both parties, except as otherwise provided herein.
- 13.5. Agency Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever.
- 13.6. Attorneys' Fees. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.
- 13.7. Governing Law. This Agreement shall be governed by the laws of the State of Indiana without regard to its conflict of law's provisions.
- 13.8. Press Release and Reference. The parties shall work together in good faith to issue at least one mutually agreed upon press release within 90 days of the Effective Date, and Customer otherwise agrees to reasonably cooperate with Company to serve as a reference account upon request.
- 13.9. Counterparts. This Agreement may be executed in counterparts and each counterpart, when so executed, shall be deemed to be an original and all of which together constitute one in the same.
- 13.10. Force Majeure. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to, Acts of God, government restrictions, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

Exhibit A: Service Level Terms

The Services shall be available 99.9%, measured monthly, excluding Federal Holidays and weekends and scheduled maintenance periods. If Customer requests maintenance during a holiday, weekend, or scheduled maintenance period, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third party connections or utilities or other reasons beyond Company's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Company's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than one hour, Company will credit Customer 5% of Service fees for each period of one hour or more consecutive minutes of downtime; provided that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as Customer (with notice to Company) recognizes that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, Customer must notify Company in writing within 24 hours from the time of

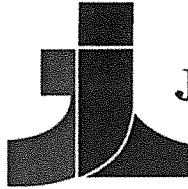
downtime, and failure to provide such notice to the individual identified in Paragraph 10 of the Agreement will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash and Company will only apply a credit to the year in which the incident occurred. Company's blocking of data communications or other Service in accordance with its policies shall not be deemed to be a failure of Company to provide adequate service levels under this Agreement.

Exhibit B: Support Terms

Company will provide Technical Support to Customer via both telephone and electronic mail on weekdays during the hours of 9:00 am through 5:00 pm Eastern time, with the exclusion of Federal Holidays ("Support Hours").

Customer may initiate a help desk ticket during Support Hours by calling (812) 324-1392 or by emailing support@ziptility.com.

Company will use Commercially Reasonable efforts to respond to all help desk tickets within one (1) business day.



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



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

March 27, 2023

WATER

Ohio Ave Water Main Extension

- Easement deed was recorded on 7/20/2022.
- Council President signed accepted bid on 11/28/2022 for Contractor to order bonds.
 - The bids have been signed and sent to the Contractor.
- Construction began on 1/30/2023 and is progressing ahead of schedule.
- Ran into issues with rock, which required changes to schedule and method.
- *Contractor anticipates placing line into service this week.*

System Connection to IAWC

- Pre-bid meeting was held on 6/28/2022. Bids were opened on 7/8/2022. Bid awarded to Excel Excavating for \$248,125 on 7/11/2022.
- Contract to be signed by Town, effective date of contract to be 7/25/2022.
- Contract time to start on 11/14/2022, based on anticipated material lead times:
 - Substantially complete by 2/12/2023.
 - Final completion due on 3/14/2023.
- Pre-construction meeting held on 11/14/2022. Construction is expected to begin mid-December, upon arrival of majority of materials.
- Contractor began work on 1/4/2023. Work is still planned to be completed before 4/1/2023.
- Valve and hydrant to be installed on raw water main on 2/15/2023 with work beginning at 2:00 am to be completed by 6:00 am.
- Testing has been completed and has now passed successfully.
- *Contractor installed incorrect actuator on flow control valve. Working to source a suitable alternative.*
 - *IAWC will not install flow meter until the proper actuator is installed.*

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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

WASTEWATER

WWTP Construction

- Relocation of the outfall to avoid field located utilities has resulted in additional rock excavation. Contractor is preparing a proposed change order for the additional work.
- Issues with the existing Clarifier No. 3 and No. 4 Scum Pump Station have been identified and additional work will be required to fix the level control system and mixer, resulting in additional costs.
 - The Scum Pump Station equipment has been ordered by the Town, installed, and is functioning properly.
- Work is continuing on the UV Basin. Most electrical work is expected to be completed in February.
 - Electrical work has been completed. *UV startup and training is completed.*
- On 11/14/2022, Indiana Finance Authority (IFA) was on-site to audit for State Revolving Fund (SRF) compliance. No issues were identified.
- A safety review of the new processes has been conducted by Plant Operations staff. Their review comments are being addressed.
- The Wastewater Department has requested the existing Headworks building be saved and rehabilitated for equipment storage. A meeting was held onsite to discuss required rehabilitation. Rehabilitation will be limited to removal of equipment pads and covering equipment wall openings with metal.
- Site grading and sidewalks are underway.
- Clarifier No. 1 demolition is complete and Clarifier No. 2 rehabilitation is complete.
- Several additional valves and piping of the RAS to the Headworks has been installed to improve operations and allow the rags and debris that have accumulated in the plant to be screened and removed. These rags and debris are causing plugging of the pipes and equipment. Their costs will be included in the next change order.
- Work continues on the rehabilitation of the existing Oxidation Ditches. Excavation of the new Flow Splitter Box is completed.
 - The base slab and walls have been completed. *Work continues on the installation of mechanical equipment.*
- Concrete work on the Reaeration Basin has been completed. *Installation of the diffusers and air piping is completed.*
- 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.
- Pace has assisted operations staff with dewatering of solids in the plant. A rental belt filter press has been placed into operation at the plant to help operations staff dewater accumulated solids. The press will be onsite for the month of February.
- *The new dewatering building and equipment is being installed by the contractor and is expected to be operational in early April.*
- Council Tour was conducted on 3/9/2023.
- *Most major yard piping has been completed. Only remaining piping is related to plant drain, stormwater, and some minor modifications of existing connection points.*

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- *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 3/13/2023, and a request for approval will be presented TODAY, 3/27.*
- *Construction progress is satisfactory.*

Butler Road Sewer Service

- *Conceptual design underway.*
- *Survey is anticipated to begin in the next two weeks, weather permitting.*

ROAD

SR 60 (State) Portion

- Project let on 5/5/2022. Did not meet INDOT requirements for an “awardable” project. Project was re-let on 7/13/22. Low bidder was E&B Paving in the amount of \$2,216,659.69. Project is being awarded.
- INDOT has now committed to funding the project in the full bid amount.
- *Construction activities have commenced. INDOT is managing the Construction Administration/Inspection. JTL is on-call as needed.*

Camp Run Parkway (Town) Portion

- MAC Construction is the Contractor. JTL providing full-time on-site inspection.
- All asphalt has been installed except for the final 1.5-inch surface course.
- All concrete curb and gutter and median curbs have been installed.
- All concrete sidewalk and decorative stamped/colored concrete have been installed.
- Finish grading has been completed and sod and seed has been installed.
- Installation of tree plantings, landscaping, and landscape rock are complete.
- *Final surface asphalt has been installed. Striping and signage are all that remain.*

CCMG Paving

- The Culvert on N New Albany Street is able to be repaired with CCMG funds (per INDOT). It is slated for the 2022-2 CCMG application.
- Final review of the project and a punch list was created. Contractor has been made aware of the required corrective work and will put it on their schedule.
 - JTL has confirmed that the Contractor’s corrective work has been completed.
- Final change order was signed 11/28/2022.
- Close-out is complete and has been sent to INDOT.
 - *Completion letter was signed and submitted to INDOT on 3/22/2023.*
- The 2022-2 CCMG Application has been awarded.
 - Bids opened just prior to meeting and will be reviewed to confirm award.
 - Low bidder was Wingham Paving. Contract was signed on 2/27/2023.

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