

**SELLERSBURG TOWN COUNCIL  
MEETING MINUTES  
MAY 8, 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, Second Vice President Terry Langford, Member Randy Mobley, Member Matt Czarnecki, Town Attorney Jacob Elder, Town Manager Charlie Smith and Clerk Treasurer Michelle Miller.

**Absent:** Vice-President Scott McVoy

**PRAYER AND PLEDGE OF ALLEGIENCE**

**MOTION TO ADOPT THE AGENDA AS PRESENTED:**

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

**APPROVAL OF MINUTES:**

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

**APPROVAL OF ALLOWANCE CLAIMS:**

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

**COMMENTS FROM PUBLIC ON AGENDA ITEMS:**

Jason Hardsaw, 441 N. New Albany St. addresses the Council in reference to the Salary Ordinance Amendment Exhibit A not being posted in the foyer.

**ORDINANCES & RESOLUTIONS:**

**1. 2023-OR-009 REGULATING TRAFFIC CONTROL AT CERTAIN INTERSECTIONS:**

1<sup>ST</sup> Reading: Motion/Second: Czarnecki/Mobley Vote: 4-aye, 0-nay, motion approved.

Waive 2<sup>nd</sup> Reading: Motion/Second: Czarnecki/Mobley Vote: 4-aye, 0-nay, motion approved.

Approval: Motion/Second: Czarnecki/Mobley Vote: 4-aye, 0-nay, motion approved.

**2. 2023-OR-010 2023 SALARY ORDINANCE AMENDMENT | COLA:**

1<sup>ST</sup> Reading: Motion/Second: Czarnecki/Langford Vote: 4-aye, 0-nay, motion approved.

Waive 2<sup>nd</sup> Reading: Motion/Second: Mobley/Czarnecki Vote: 4-aye, 0-nay, motion approved.

Approval: Motion/Second: Mobley/Czarnecki Vote: 4-aye, 0-nay, motion approved.

**3. 2023-OR-011 TRADING IN/DISPOSING OF SURPLUS PROPERTY | POLICE DEPT:**

1<sup>ST</sup> Reading: Motion/Second: Czarnecki/Langford Vote: 4-aye, 0-nay, motion approved.

Waive 2<sup>nd</sup> Reading: Motion/Second: Mobley/Czarnecki Vote: 4-aye, 0-nay, motion approved.

Approval: Motion/Second: Czarnecki/Langford Vote: 4-aye, 0-nay, motion approved.

**SELLERSBURG TOWN COUNCIL  
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**UNFINISHED BUSINESS:**

1. **JACOBI, TOOMBS & LANZ PROFESSIONAL SERVICES AGREEMENT APPROVAL FOR THE BORDEN-SELLERESBURG WASTEWATER PROJECT:**  
MOTION/SECOND: CZARNECKI/MOBLEY VOTE: 4-aye, 0-nay, motion approved.
2. **APPROVAL OF PURCHASE OF F-250 WITH UTILITY BED | \$57,880.16 (WATER FUND) | TOWN MANAGER CHARLIE SMITH:**  
MOTION/SECOND: CZARNECKI/MOBLEY VOTE: 4-aye, 0-nay, motion approved.

**UNFINISHED BUSINESS (continued)**

3. **LARGE ITEM COLLECTION | DISCUSSION ONLY | TOWN MANAGER SMITH:**  
There will be a workshop prior to the next Council meeting on May 22<sup>nd</sup> at 5:00 p.m. to discuss.

**NEW BUSINESS:**

1. **DIRECTOR OF PLANNING AND ZONING CONTRACT APPROVAL | STACIA FRANKLIN:**  
MOTION/SECOND: CZARNECKI/LANGFORD VOTE: 4-aye, 0-nay, motion approved.

**PUBLIC COMMENT:**

Jason Hardshaw, 441 N. New Albany:

1. Requests a Riverlink update. Town Manager Smith advises it is still being worked on.
2. Asks what the \$259.00 charge for the Town Manager's Sirius XM Radio. Town Manager Smith advises it is for his vehicle.
3. Asks why Ordinance 2023-OR-008 wasn't posted prior to the meeting. Clerk Treasurer Miller advises that all Council approved and signed Ordinances and Resolutions are posted on the Clerk Treasurer's website after being approved and signed.

Charlie Pierce, 9108 Highway 60:

1. Asks questions about the \$200,000.00 Grapple Truck purchase.

**RECEIPT OF STAFF REPORTS:**

**TOWN MANAGER, CHARLIE SMITH:**

Gives updates on various projects.

**TOWN ATTORNEY, JACOB C. ELDER:**

Requests approval from the Council to purchase a water easement in the amount of up to \$2,000.00 or with two appraisals:

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

**TOWN ENGINEER, JACOBI, TOOMBS & LANZ | LORI WYATT:**

Gives project status updates

**SELLERSBURG TOWN COUNCIL  
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**APPROVAL OF TOWN COUNCIL EXECUTIVE SECRETARY 8.7% COLA INCREASE:**  
MOTION/SECOND: CZARNECKI/MOBLEY VOTE: 4-aye, 0-nay, motion approved.

**ADJOURNMENT:**  
Motion/Second to adjourn: CZARNECKI/MOBLEY VOTE: 4-aye, 0-nay, motion approved.  
Time adjourned: 7:31 p.m.

Minutes approved this **22nd** day of **MAY, 2023**

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Brad J. Amos, Council Member

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Matt Czarnecki, Council Member

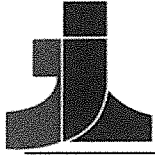
\_\_\_\_\_  
Scott McVoy, Council Member

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Terry Langford, Council Member

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Randall Mobley, Council Member

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Attest: Michelle D. Miller, Clerk Treasurer





## PROFESSIONAL SERVICES AGREEMENT

This is an agreement made as of this 8<sup>th</sup> day of May, 2023, between Town of Sellersburg, Indiana (the "Town"), by and through its Town Council ("Council") and Jacobi, Toombs and Lanz, Inc. (JTL), a registered corporation.

The Council hereby retains JTL to perform services in connection with a Project as described in Attachment A. JTL agrees to perform the services in consideration of the compensation described in Attachment A and in accordance with the terms described in Attachment B.

This Agreement consists of this document together with Attachment A - Project Requirements, and Attachment B - Terms and Conditions. This agreement supersedes all prior written and oral understandings. This agreement may only be amended, supplemented, modified, or cancelled by a duly executed written instrument.

In executing this Agreement, the undersigned also acknowledges their authority to bind the parties to all terms and conditions.

In witness whereof, the parties hereto have made and executed this Agreement as of the day and year first written.

Town of Sellersburg  
Town Council  
316 East Utica Street  
Sellersburg, IN 47172

Jacobi, Toombs and Lanz, Inc.  
1829 East Spring Street, Suite 201  
New Albany, Indiana  
(812) 945-9585

By Brad Amos  
Brad Amos, Town Council President

By Michael C. Harris  
Michael C. Harris, PE,  
President

Witness Michelle D. Miller

Witness John Wyatt

Approved: 5/8/2023 TC Meeting



**Professional Services Agreement  
Attachment A  
Project Requirements**

**Consultant:**

Jacobi, Toombs & Lanz, Inc.

**Project Description:**

A group of Stakeholders contracted with JTL to evaluate the areas in and surrounding Wood Township, Indiana, including the Starlight tourist area, for alternatives to provide wastewater collection and treatment for the area. Providing sanitary service to this area will contribute to increased economic growth and is able to be expanded as growth continues in the future. Several alternatives were considered to determine the most cost-effective wastewater collection and treatment design.

Upon further discussion, it was decided to design a gravity sewer interceptor from the Starlight tourist area to the Borden Wastewater Treatment Plant (WWTP), approximately five (5) miles. This flow will discharge into a junction box that will direct the flow to either the WWTP or to a pump station, depending on the flow rate. Once the flow exceeds the available capacity at the Borden WWTP, it will be pumped through a forcemain approximately 15 miles and ultimately to the Sellersburg WWTP for treatment. Along the forcemain route, other pump stations may be added to provide service for the Deam Lake State Recreation Area as well as creating the possibility to serve other areas of unincorporated Clark County with an additional pump station.

We anticipate the general scope of work for this project to include survey and design for the gravity sewer interceptor, pump stations, and forcemains. The overall project can be viewed as four (4) segments (see attached map for reference). Segment 1 serves the Starlight area and consists of approximately 13,500 linear feet of gravity sewer, approximately 10,000 linear feet of forcemain sewer and two (2) pump stations. Segment 2 serves the area from the Borden WWTP to the potential intersection of the Deam Lake State Recreation Area and consists of approximately 20,000 linear feet of forcemain sewer. Segment 3 serves from the Deam Lake State Recreation Area to the Town of Sellersburg Perry Crossing Pump Station and consists of approximately 26,000 linear feet of forcemain. Segment 4 serves the area from Perry Crossing Pump Station in Sellersburg to the existing Penn Street Pump Station and includes the new West-Northwest Pump Station. We anticipate each Segment will be bid separately as its own construction project and separate bid packages will be prepared accordingly.

**Scope of Services Included:**

The scope of services is outlined in the following Tasks. Tasks 1-6 are included in the fee for this design contract. Tasks 7-9 are construction-related tasks and fees will be added by amendment when required. Task 9 is an optional task that can be authorized by the Town Council if the Town elects to pursue State Revolving Fund (SRF) funds.

**TASK 1. PROJECT MEETINGS AND PROJECT MANAGEMENT**

*Task 1.1 Project Management*

JTL will perform general project coordination and management activities, including general administrative activities for this authorization, as well as specific coordination activities with subconsultants, including the Town staff and other identified Project Stakeholders. Specific duties under this task include contract administration, budget management, invoicing, project scheduling, and coordination. Invoices will include the percent complete for each task to advise and highlight the overall progress of the task, as well as identify completed, on-going, and pending activities.

## TASK 2. SUPPORT SERVICES

### *Task 2.1 Geotechnical Survey*

JTL will hire a professional geotechnical consultant to perform necessary subsurface exploration along the entire project corridor. Soil test borings and soundings are planned at areas of particular interest in the project design, including at all proposed pump station locations, stream and street crossings, and along the entire alignment of the proposed gravity and forcemain sewers.

An initial evaluation of the project corridor will be performed by a field engineer or geologist to identify conditions that could influence site preparation techniques and/or design.

A written comprehensive report will be provided and will include a review of the subsurface soil stratigraphy and a summary of recommended general design and construction criteria for project foundations, pipelines, and earthwork.

### *Task 2.2 Environmental Assessment*

JTL will hire a subconsultant to perform necessary environmental assessments to determine potential environmental impacts along the project corridor. This may include wetland delineations, threatened/endangered species reviews, floodway identification and cultural resource surveys, as required. A draft and final summary report of the findings, including permitting and potential mitigation recommendations, will be provided.

## TASK 3. SURVEY SERVICES

JTL will provide topographic survey, as well as property resolution, preparation of approximately 130 easement plats and legal descriptions required for acquisition. This will be an extensive survey effort covering approximately 20 linear miles for the sewer corridors. If assistance with acquisitions of these easements is requested, this work will be completed with an amendment for an additional fee.

## TASK 4. DESIGN SERVICES

JTL will prepare civil, structural, process mechanical, electrical and I&C, 10 percent, 30 percent, 60 percent, 90 percent, and 100 percent (Bid ready) submittals of the Construction Documents for the Town and Stakeholder's review and comment. The Construction Documents shall consist of drawings, technical specifications, EJCDC based front-end documents, and an opinion of probable construction costs. JTL will perform internal quality reviews prior to each design phase submittal. The technical specifications will be based on CSI Master Format 46-Division Standard. The EJCDC front ends documents will be submitted to the Town for their legal and risk management review and comments. A summary of the deliverables for each of the milestones listed above is provided below:

### *Task 4.1 10 Percent (10%) Design*

Shall be defined as a preliminary set of drawings which contain enough information for the Stakeholders and necessary subconsultants, as well as area utilities, to understand the intended layout of the project and potentially impacted project area. Following the 10% submittal, JTL will meet with the Stakeholders to discuss comments and will provide a 10% design review meeting summary to all attendees.

The 10% submittal shall include the following:

- *Drawings by Segment* – Three (3) printed half-size (11"x17") sets and one (1) electronic copy (PDF format)
- *Preliminary Utility Matrix* – Three (3) printed copies and one (1) electronic copy (PDF format)
- *Draft Survey Notice Letter* – Three (3) printed copied and one (1) electronic copy (PDF format)



#### ***Task 4.2 30 Percent (30%) Design***

Shall be defined as a partially completed set of drawings that provide details which contain enough information for the Stakeholders to understand the selected alignment, refined after the 10% submittal, as well as preliminary easement plats. Following the 30% submittal, JTL will meet with the Stakeholders to discuss comments and will provide a 30% design review meeting summary to all attendees.

The 30% submittal shall include the following:

- *Drawings* – Three (3) printed half-size (11"x17") sets and one (1) electronic copy (PDF format)
- *Preliminary Design Report* - Three (3) printed sets and one (1) electronic copy (PDF format)
- *Opinion of Probable Construction Cost* – Three (3) printed copies and one (1) electronic copy (PDF format)

#### ***Task 4.3 60 Percent (60%) Design***

Shall be defined as a partially completed set of drawings and technical specification that provide details which contain enough information for the Stakeholders to understand the intended choices of materials, assembly, design features, spatial requirements of equipment, piping, fittings, control, and power systems. Final easement plats will also be prepared during this task. Following the 60% submittal, JTL will meet with the Stakeholders to discuss comments and will provide a 60% design review meeting summary to all attendees.

The 60% submittal shall include the following:

- *Drawings* – Three (3) printed half-size (11"x17") sets and one (1) electronic copy (PDF format)
- *Draft Technical Specifications* - Three (3) printed sets and one (1) electronic copy (PDF format)
- *Opinion of Probable Construction Cost* – Three (3) printed copies and one (1) electronic copy (PDF format)

#### ***Task 4.4 90 Percent (90%) Design***

Shall be defined as a partially completed set of drawings and details which contain enough information to allow a full understanding by the Stakeholders of the intended choices of materials, assembly, design features, spatial requirements of equipment, piping, fittings, control, and power systems. A full draft for each of the technical specifications shall be included. Following the 90% submittal, JTL will meet with the Stakeholders to discuss comments and will provide a 90% design review meeting summary to all attendees. The 90% submittal will incorporate the 60% review comments. A draft bid form for inclusion in the front-end documents will also be provided.

The 90% submittal shall include the following:

- *Drawings* – Three (3) printed half-size (11"x17") sets and one (1) electronic copy (PDF format)
- *Draft Technical Specifications and Front-End Documents* – Three (3) printed sets and one (1) electronic copy (PDF format)
- *Opinion of Probable Construction Cost* – Three (3) printed copies and one (1) electronic copy (PDF format)

#### ***Task 4.5 100 Percent (100%) Design***

Shall be defined as a complete submittal set of the Bid Ready Construction Documents, including plans and technical specifications. The 100% submittal will include a final projected construction schedule and incorporate the 90% review comments into the final Construction Documents. A final bid form shall also be provided for inclusion in the front-end, contract documents.

The 100% submittal shall include the following:

- *Contract Drawings* – Three (3) printed half-size (11"x17") and two (2) full-size (24"x36") sets, and one (1) electronic copy (PDF format)
- *Technical Specifications and Front-End Documents*– Three (3) printed sets and one (1) electronic copy (PDF format).
- *Final Opinion of Probable Construction Cost* – Three (3) printed copies and one (1) electronic copy (PDF format).

#### TASK 5. PERMITTING SERVICES

JTL shall provide support services for permitting and IDEM coordination during the design and construction of the Project. It is understood that the Town and Stakeholders will pay all fees associated with permitting and regulatory agency reviews. The following are anticipated for this task.

##### *Task 5.1 IDEM Sanitary Sewer Construction Permit Application Package*

JTL will prepare an application for a Sanitary Sewer Construction Permit to obtain a construction permit for the project. Applicable permit fees will be paid by the Town and Stakeholders. In addition, JTL will respond to up to two (2) Requests for Additional Information (RAI) from IDEM.

In addition to the application, JTL shall prepare and submit supporting documents with the application as needed by IDEM. These documents shall include a Preliminary Design Report (PDR) as described in Task 4.2, as well as the construction documents described in Task 4.4 of this Scope of Services.

##### *Task 5.2 Stormwater Permitting*

JTL will coordinate with the appropriate agencies and prepare stormwater management plans as required to construct the project. JTL will also prepare up to two (2) responses to RAIs.

##### *Task 5.3 INDOT Encroachment Permit*

JTL will prepare an application for an INDOT encroachment permit as required for specific areas of the project. JTL will respond to up to two (2) RAIs from INDOT related to the design. Fees related to the permit are to be paid by the Town, Stakeholders, or Contractor.

##### *Task 5.4 US Army Corp of Engineers (USACE) Permitting*

JTL will prepare and submit an application for a permit with the USACE for the necessary areas determined by the environmental assessment of the project corridor. It is anticipated that one permit application for each segment (up to 4 total) will be required. Applicable permit fees will be paid by the Town and Stakeholders. JTL will also prepare up to two (2) responses to RAIs per permit application submitted.

#### TASK 6. CONTRACTOR BIDDING SERVICES

JTL will provide the following support services during the bidding phase of the Project:

##### *Task 6.1 Bidding Services*

- Contract with Lynn Imaging to assist with project bidding, distribute the advertisement of bid to potential bidders, distribute bid documents and addendums, and maintain bidders list.
- Plan, advertise, and conduct a pre-bid meeting.
- Consider written questions from bidders related to the Project and prepare addenda as required to interpret, clarify, or expand the Bidding Documents. Clarification of written questions will be limited to the bid documents and will not include contractor or vendor requests for substitutions, inclusion of alternate materials, equipment, or suppliers.

- Prepare and submit addenda to Bidders.
- Prepare a tabulation of bids received in Microsoft Excel format and provide a digital copy to the Town.
- Review and evaluate up to three (3) bidder's bid costs, experience, and references and provide recommendations to the Town regarding the award of the Construction Contract. It is assumed that services related to any Bid Protests will be performed by the Town.

#### TASK 7. CONSTRUCTION ADMINISTRATION SERVICES

The construction schedule for this project will be determined based upon how it is decided to bid the different segments of the project. JTL is prepared to offer the construction administration services described below throughout the duration of construction regardless of how the project is bid, at a fee to be determined at a later time and as an amendment to this contract. JTL shall provide the following Construction Administration Services:

##### *Task 7.1 General Construction Administration*

- Administer the project in conformance with the Construction Contract and its General Conditions. The Engineer will coordinate with the Contractor and the Town during construction.

##### *Task 7.2 Conformed Documents and Pre-Construction Conference*

- Incorporate into the construction documents the addendum revisions and clarifications during the bidding phase and provide the documents to the contractor in accordance with the construction contract requirements.
- Pre-Construction Conference:
  - Plan, organize, and conduct a pre-construction conference, distribute the Conformed Contract Documents, take meeting minutes, and distribute a written summary to attendees.
- Coordinate and Manage the Web-Based Construction Contract Document Management and Submittal System.

##### *Task 7.3 Shop Drawings and Correspondence*

- Shop Drawings:
  - Review shop drawings and product submittals for conformance with the Contract Documents and with the design concept.
  - If the drawings or schedules as submitted describe variations and show a departure from the Contract Documents which JTL finds to be in the interest of the Town or Stakeholders and to be so minor as not to involve a change in Contract Price or Contract Time, JTL may return the reviewed drawings without noting an exception.
- Substitutions:
  - JTL will consider a contractor's proposal for substitution of materials, equipment, and methods in accordance with the contract documents. Procedures, submittal requirements, and payment for review of contractor requested substitutions will be defined in the technical specifications. Contractor requested substitutions will be paid for by the contractor and JTL will not include budget for these reviews.

*Task 7.4 Requests for Information*

- Receive, review, evaluate, distribute, and respond to Requests for Information (RFIs) submittals, Supplemental Instructions, and sketches and drawings to resolve actual field conflicts encountered and consultation and advice to the Town and Stakeholders during the construction process will be provided.

*Task 7.5 Changes in the Work*

- Review Work Change Proposals and issue Field Orders in conjunction with the Town for changes that involve no money. If a proposed change requires financial changes to the contract, JTL will issue Requests for Quotations (RFQs), review the quotations, and recommend to the Town whether to include in a Change Order.

*Task 7.6 Pay Request Review*

- Review, recommend, and submit to the Town for payment the monthly pay request from the Contractor.

*Task 7.7 Monthly Construction Progress Meetings and Site Inspections*

- Attend monthly construction progress meetings. Prepare meeting agendas and meeting minutes.

*Task 7.8 Substantial Completion Inspection and Partial Certifications*

- Substantial Completion Inspection:
  - The requirements for Substantial Completion shall be as defined in the Contract Documents. A Substantial Completion Inspection shall not take place until conditions have been met and required submittals received as defined in the Contract Documents.
  - Conduct Substantial Completion Inspection of the Project and prepare the appropriate "punch lists."
  - Attend equipment performance testing events conducted by the Contractor.
  - Review and monitor results from performance testing as provided by Contractor.
- Partial Certifications:
  - Review As-built Drawings as provided by the Contractor and prepare necessary documents for up to one (1) partial Project Certification of Completion to the permitting agencies (IDEM, etc.) to obtain approvals for the release of the proposed treatment plant improvements and equipment.

*Task 7.9 Final Completion Inspection and Record Drawings*

- The requirements for Final Completion Inspection shall be as defined in the Contract Documents. A Final Completion Inspection shall not take place until conditions have been met and required submittals received as defined in the Contract Documents.
- Conduct a Final Completion Inspection of the Project and provide a Certification of Final Completion to the Town or Stakeholders and Contractor.
- JTL shall develop the Record Drawings from the As-built Drawings supplied by the Contractor.
- The Record Drawings shall combine previous partial clearances, Contractor As-builts, and surveyed coordinates with asset table into one complete set.

- JTL shall submit two (2) full size, hard copy sets and one PDF format electronic copy of the Project Record Drawings, certified by Engineer of Record and containing appropriate notes or disclosures accompanying the certification that state the Engineer's determination that such modifications do or do not "materially" affect the permitted design.
- Provide an electronic, searchable database of contractor submittals provided in the web-based Construction Information Management System.

*Task 7.10 O&M Manual Reviews*

- Review Contractor supplied O&M Manuals for the pump stations and all other relevant appurtenances.

*Task 7.11 Materials and Density Testing*

- Coordinate with Contractor's materials, leakage, and concrete testing sub-contractor during construction as specified in the construction contract.

**TASK 8. RESIDENT PROJECT REPRESENTATIVE**

- JTL will provide a Resident Project Representative (RPR) to perform construction inspection services during the construction phase of the Project to assist the Town and Stakeholders in observing the progress of the Contractor's Work. RPR services will be provided in accordance with the Duties, Responsibilities, and Limitation as established in the EJCDC documents. These services will be added as an amendment to this contract once it is determined how the segments of this project will be bid. JTL will perform the following:
  - General – Through the RPR's observations of the Contractor's Work, JTL will review contractor's work for conformance with the project requirements. JTL shall not, as a result of such observations of the Contractor's Work, supervise, direct, or have control over the Work, nor shall JTL (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident to the Work or any contractor's work in progress, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's performing and furnishing of its work. JTL (including RPR) neither guarantees the performance of any contractor nor assumes responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
  - Construction Progress Meetings – JTL (specifically Resident Project Representative and Project Manager) will conduct the monthly progress meetings with the Contractor and the Town and Stakeholders.
  - Site Inspections – JTL will perform consistent oversight and inspections of all construction activity throughout the duration of the project. RPR services are provided to observe the quality of the construction work and to determine, in general, if the work is proceeding in accordance with the intent of the Contract Documents.

**TASK 9. OPTIONAL TASK – STATE REVOLVING FUND**

JTL will provide services required to secure funding for construction through Indiana's State Revolving Fund. Services include preparation of funding application, supporting documentation, inclusion of SRF requirement in the contract documents and submittal of required documents during construction. This work will include the following tasks.

*Task 9.1 SRF Preliminary Engineering Report*

JTL will modify the PDR to conform to SRF Preliminary Engineering Report (PER) Standards and submit as supporting document for inclusion of the project in the SRF funding. JTL will prepare and submit three (3) hard copies and one (1) electronic copy (PDF format) of the PER for SRF funding. The PER shall follow IDEM guidelines.

*Task 9.2 SRF Coordination during Design and Bidding*

JTL will coordinate with IDEM on matters relating to Clean Water SRF. Specific services to be provided by JTL are as follows:

- Assist the Town with preparation of a Request for Inclusion.
- Assist Town in development and delivery of a presentation at a Public Workshop (Town Council meeting) to describe the project and any financial impacts to the Town, including the need for rate/impact fee increases, etc. It is understood that the Town will engage a rate consultant under a separate contract to review/develop a capital finance plan and render an opinion regarding financial impacts this project is expected to have on the Town.
- Submit completed design drawings and specifications (including bid documents) to IDEM for review by SRF staff and reply to up to one (1) Request for Additional Information to address SRF comments.
- Assist the Town and Stakeholders with preparation of disbursement requests.
- Participation in up to three (3) meetings with Town and/or SRF staff throughout the course of the project. Budget is included for up to two (2) JTL staff to prepare for, participate in, and develop meeting summaries for each meeting.
- Coordinate SRF approval of the Contract bids and award.

*Task 9.3 State Revolving Funds (SRF) Compliance During Construction*

- ***SRF Schedule Compliance and Communication Management*** – JTL will monitor the Contractor's construction schedule. Construction schedule (starting and completion dates) shall be kept as per IDEM SRF approval. The IDEM SRF Project Manager will be advised in writing of any delays and/or completion date changes. IDEM SRF approval will be requested for any deviation from original approval. If at any point during the progress of the work, JTL is of the opinion that Contract Work will not be completed on time, the Contractor will be advised in writing with facts supporting JTL's opinion. The Town and government/funding agencies will be sent copies of this correspondence.
  - JTL will provide relevant compliance forms explaining the Davis-Bacon compliance process and what is expected of the Contractor's team to maintain compliance. The JTL team will be available to answer questions on the Davis-Bacon compliance process.
- ***Payroll and Fringe Benefit Review***
  - JTL will coordinate with subconsultants to collect payroll and fringe benefit data within four weeks of Contractor's submission of its initial payroll and fringe benefit data needed as the Contractor's team changes. JTL will subsequently review weekly payrolls submitted by the prime Contractor for his/her employees and his/her sub-contractors. Irregularities will be called to the attention of the prime Contractor by JTL. Original payroll documents will be submitted to the Town on a monthly basis if requested by the Town or kept onsite with JTL and provided to the Town on project completion. JTL will not be responsible for any delays of payroll submittal by the Contractor. In the event the Contractor does not regularly submit payroll records in a timely manner, JTL will report the Contractor's delinquency to the Town. JTL is not responsible for any delays caused by the Contractor.

- **Labor Interviews**
  - During construction, the JTL subcontractor will conduct interviews of selected contractor and sub-contractor staff at the designated construction site during normal business hours. These interviews will be scheduled through and with the cooperation of Town's Resident Project Representative for one (1) site visit. JTL will identify the employees to be interviewed during the visit using the available contractor's payroll data and scope of work at the time of the site visit. JTL will interview a sufficient number of employees entitled to Davis- Bacon prevailing wages (covered employees) to verify that contractors are paying the appropriate wage rates for the job classifications. JTL will note any compliance violations identified during interviews and provide immediate notification of the violation to the contractor and the Town. While on site, JTL will take digital photographs of the project site, equipment used, and laborer's scope of work to assist in identifying any discrepancies in dual classification and the Contractor's Davis-Bacon information poster and note its location on the site.
- **American Iron and Steel Compliance**
  - JTL will verify compliance with the American Iron and Steel requirement as described in Public Law 113-76 "Consolidated Appropriations Act 2014". JTL will note any compliance violations identified and provide immediate notification of the violation to the Contractor and the Town.
- **Enforcement**
  - JTL will note any compliance violations identified during interviews and review of payroll. If contractor is non-compliant, JTL will provide immediate notification of the violation to the Contractor and the Town and will attempt to resolve it.

#### TOWN PROVIDED SERVICES

In addition to the Town and Stakeholder's responsibilities pursuant to this scope of services, the Town and Stakeholder's shall:

- Provide As-built Drawings, Record Drawings, and pertinent technical data for use in the design of the Project.
- Provide JTL staff, as well as subconsultants/suppliers, with access to the project corridor and areas for gathering of data to support the design.
- Prepare for and attend Project meetings.
- Provide timely reviews of submittals within two (2) weeks of receipt.
- RPR services in excess of the established budget.

#### SCOPE OF SERVICES NOT INCLUDED:

- Services related to the procurement of land or easements.
- Permits beyond those listed in Task 5.
- Permit application/regulatory review fees.

**PROJECT SCHEDULE:**

The schedule for this Project is presented below and shall commence upon execution of this Contract.

Description	Commence	Complete
Task 1 – Project Management	April 2023	June 2024
Task 2 – Support Services	April 2023	July 2023
Task 3 – Survey Services	May 2023	December 2023
Task 4 – Design Services	April 2023	April 2024
Task 5 – Permitting Services	October 2023	April 2024
Task 6 – Bidding Services	April 2024	June 2024
Task 7 – Construction Administration Services	TBD	TBD
Task 8 – Resident Project Representative	TBD	TBD
Task 9 – State Revolving Fund Services	TBD	TBD

**METHOD OF COMPENSATION:**

Compensation will be a lump sum amount of \$1,827,565.00 on a percent completed basis. The following table shows the cost breakdown for each Task described herein. The Town shall remit payment to the Consultant within ninety (90) days of receiving an itemized invoice from Consultant.

<b>Design Services</b>	
Task 1 – Project Management	\$111,970
Task 2 – Support Services	\$320,000
Task 3 – Survey Services	\$424,160
Task 4 – Design Services	\$920,305
Task 4a – 10% Design	\$157,345
Task 4b – 30% Design	\$391,960
Task 4c – 60% Design	\$276,760
Task 4d – 90% Design	\$77,240
Task 4e – 100% Design	\$17,000
Task 5 – Permitting Services	\$32,890
Task 6 – Bidding Services	\$18,240
<b>Total Design Fee</b>	<b>\$1,827,565</b>
<b>Technical Services During Construction</b>	
Task 7 – Construction Administration Services	TBD
Task 8 – Resident Project Representative	TBD
Task 9 – State Revolving Fund Services	TBD
<b>Total Construction Fee</b>	<b>\$0.00</b>

Tasks 7 & 8: Fees will be negotiated and added by contract amendment when the construction schedule and funding are finalized.

Task 9: Fees will be negotiated and added by contract amendment if the Town elects to pursue SRF funding.



# Professional Services Agreement

## Attachment B - Terms and Conditions

**Services** Jacobi, Toombs and Lanz, Inc. (JTL) will perform services for the Client with these Terms and Conditions. JTL has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by JTL in performing their services.

**Authorized Representatives** The officer assigned to the Project by JTL is the only authorized representative to make decisions or commitments on behalf of JTL. The Client shall designate a representative with similar authority.

**Project Requirements** The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to JTL at Project inception. JTL will review the Client design standards and may recommend alternate standards considering the standard of care provision.

**Site Access** The Client shall obtain all necessary approvals for JTL to access the Project site(s).

**Period of Service** JTL shall perform the services for the Project in a timely manner consistent with sound professional practice. JTL will strive to perform its services according to the Project schedule set forth in Attachment B. The services of each task shall be considered complete when deliverables for the task have been presented to and accepted by the Client.

**Compensation** In consideration of the services performed by JTL, the Client shall pay JTL in the manner set forth in Attachment C. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. If delays on the project take place, JTL shall notify the Client's designated agent of the nature and cause of the delay and any additional costs this may create both in the Project cost itself and the compensation due to JTL. The client shall then review the nature and cause of the delay and additional costs, and the parties shall separately agree to any extensions of time or additional compensation to JTL.

**Payment Definitions** The following definitions shall apply to methods of payment:

- Salary cost is defined as the individuals base salary plus customary and statutory benefits. Statutory benefits shall be as prescribed by law and customary benefits shall be as established by JTL employment policy.
- Cost plus is defined as the individuals base salary plus actual overhead plus professional fees. Overhead shall include customary and statutory benefits, administrative expenses, and non-project operating costs.
- Lump sum is defined as a fixed price amount for the scope of services described.

- Standard Rates is defined as individual time multiplied by standard billing rates for that individual.
- Subcontracted services are defined as Project-related services provided by other parties to JTL.
- Reimbursable expenses are defined as actual expenses incurred in connection with the Project.

**Payment Terms** JTL shall submit monthly invoices for services performed and Client shall pay the full invoice amount within **45** days of the invoice date. Invoices will be considered correct if not questioned in writing within 10 days of the invoice date. JTL **may** be entitled to a 2% per month administrative charge in the event of payment delay. Client payment to JTL is not contingent on arrangement of project financing. Invoice payment delayed beyond 60 days shall give JTL the right to stop work until payments are current. Non-payment beyond 90 days shall be just cause for termination by JTL.

**Additional Services** The Client and JTL acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. Other than an emergency, JTL shall notify the Client through its designated agent, prior to incurring additional expenses or performing additional work, of the need for additional services or work that JTL reasonably believes may be necessary. The Client shall then review the nature of the additional services, and the payment for such additional services. The parties shall separately agree on the need for additional services and payment for such additional services.

**Independent Consultant** JTL shall serve as an independent consultant for services provided under this agreement. JTL shall retain control over the means and methods used in performing their services and may retain subconsultants to perform certain services as determined by JTL.

**Standard of Care** Services provided by JTL will be performed with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances. JTL will not be liable for the cost of any omission that adds value to the Project.

**Compliance with Laws** JTL shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice or legal requirements change during the Project, JTL shall promptly notify the Client through its designated agent of such changes and any additional costs that this may create both in the Project cost itself and the compensation due to JTL. The Client shall then review the nature and cause of the changes and additional costs, and the parties shall separately agree to any changes in the Project or additional compensation to JTL.

# Professional Services Agreement

## Attachment B - Terms and Conditions

**Permits and Approvals** JTL will assist the Client in preparing applications and supporting documents for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.

**Ownership of Documents** Documents prepared by JTL for the Project are instruments of service and shall remain the property of JTL. Record documents of service shall be based on the printed copy. JTL will furnish documents electronically, however, the Client releases JTL from any liability that may result from documents used in this form. JTL shall not be held liable for reuse of documents for any purpose other than those intended under the Project.

**Insurance** JTL will maintain the following insurance and coverage limits during the period of service. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability policies.

<u>Worker's Compensation</u>	\$500,000 per Accident and \$500,000 Policy Limit
<u>Commercial General Liability</u>	\$1,000,000 per occurrence (bodily injury including death & property damage) \$2,000,000 aggregate
<u>Automobile Liability</u>	\$1,000,000 combined single limit for bodily injury and property damage
<u>Professional Liability</u>	\$1,000,000 each claim and in the aggregate

The Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. JTL shall be a named insured on those policies where JTL may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

**Waiver of Subrogation** JTL shall endeavor to obtain a waiver of subrogation against the Client, if requested in writing by the Client, provided that JTL will not increase its exposure to risk and the Client will pay the cost associated with any premium increase or special fees.

**Indemnification** JTL shall indemnify the Client from any reasonable damages caused solely by the negligent act, error, or omission of JTL in the performance of services under the Project. If such damage results in part by the negligence of another party, JTL shall be liable only to the extent of their proportional negligence.

**Third Party Claims** The Client will compensate JTL for services performed in defense of any third party claim unless the claim resulted from the negligent act, error or omission of JTL.

**Legal Expense** In the event legal action becomes necessary to enforce the provisions of this agreement, the prevailing party shall be entitled to recover the costs of legal action against the opposing

party, including, but not limited to, court costs, attorney fees, and related legal expenses.

**Lien Rights** JTL may file a lien against the Client's property in the event that the Client does not make payment within the time prescribed in this agreement. The Client agrees that services by JTL are considered property improvements and the Client waives the right to any legal defense to the contrary.

**Consequential Damages** Neither the Client nor JTL shall be liable to the other for any consequential damages regardless of the nature or fault.

**Environmental Matters** The Client warrants they have disclosed all potentially hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, JTL shall be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. JTL and the Client acknowledge that unforeseen environmental matters may arise during the course of the Project. The Client shall notify JTL of any potential environmental matters of which the Client may be aware, and JTL shall immediately notify the Client through its designated agent of any environmental matters of which JTL becomes aware. The parties shall mutually agree to a course of action, which shall include termination of the Project. In the case of an emergency, JTL will take appropriate action and immediately contact the Client's designated agent. In the event of an emergency, JTL will be compensated for actual costs and for its services based on the billing rates established in the agreement.

**Cost Opinions** JTL shall prepare cost opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and JTL acknowledge that actual costs may vary from the cost opinions prepared and that JTL offers no guarantee related to the Project cost.

**Independent Counsel** The Client agrees to obtain independent legal and financial counsel for the Project considering JTL does not furnish these services.

**Contingency Fund** The Client acknowledges the potential for changes in the work during construction and the Client agrees to include a contingency fund in the Project budget appropriate to the potential risks and uncertainties associated with the Project. JTL may offer advice concerning the value of the contingency fund; however, JTL shall not be liable for additional costs that the Client may incur beyond the contingency fund they select unless such additional cost results from a negligent act, error, or omission related to services performed by JTL.

**Contractor Selection** JTL may make recommendations concerning award of construction contracts and products. The Client acknowledges that the final selection of construction contractors and products is their sole responsibility.

**Shop Drawing Review** If included in the scope of

# Professional Services Agreement

## Attachment B - Terms and Conditions

service, JTL shall review shop drawing submittals from the contractor solely for their conformance with the design intent of and performance criteria specified for the Project. JTL shall not be liable for the performance of or consequential damages of any equipment furnished by the contractor under the Project.

**Construction Review** If included in the scope of service, JTL shall observe the progress and content of the work to determine if the work is proceeding in general accordance with the Contract Documents. This construction review is intended to observe, document, and report information concerning the construction process. Observation of work at the Project site shall not make JTL responsible for the work performed by another party, the means, methods, techniques, sequences, or procedures selected by another party, nor the safety precautions or programs of another party.

**Rejection of Work** JTL may recommend that the Client reject work by construction contractors that does not conform to the requirements of the Project.

**Safety** JTL shall be responsible solely for the safety precautions or programs of its employees and no other party.

**Information from Other Parties** The Client and JTL acknowledge that JTL will rely on information furnished by other parties in performing its services under the Project. JTL shall not be liable for any damages that may be incurred by the Client in the use of third party information.

**Construction Record Drawings** If included in the scope of service, JTL will deliver drawings to the Client incorporating information furnished by construction contractors. In that construction record drawings are based on information provided by others, JTL cannot and does not warrant their accuracy.

**Force Majeure** Neither party will hold the other responsible for damages or delay caused by acts of God, acts of war, strikes, accidents, or other events beyond the other's control.

**Dispute Resolution** The Client and JTL agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. JTL shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work.

**Suspension of Work** The Client may suspend services performed by JTL with cause upon fourteen (14) days written notice. JTL shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay JTL all outstanding invoices within fourteen (14) days. If the work suspension exceeds thirty (30) days from the effective work suspension date, JTL shall be entitled to renegotiate the Project schedule and the

compensation terms for the Project.

**Termination** The Client or JTL may terminate services on the Project upon seven (7) days written notice in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. JTL shall submit an invoice for services performed up to the effective date of termination and the Client shall pay JTL all outstanding invoices within fourteen (14) days. The Client may withhold an amount for services that may be in dispute provided that the Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

**Governing Law** The terms of agreement shall be governed by the laws of the state where the services are performed provided that nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

**Assignment** Neither party shall assign its rights, interests or obligations under the Project without the express written consent of the other party.

**Waiver of Rights** The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

**Warranty** JTL warrants that they will deliver products under the Project within the standard of care. JTL provides no other expressed or implied warranty.

**Severability** Any provision of these terms later held to violate any law shall be deemed void and all remaining provisions shall continue in force. In such event, the Client and JTL will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

**Survival** All provisions of these terms that allocate responsibility or liability between the Client and JTL shall survive the completion or termination of services for the Project.

**No Personal Liability** The client further agrees that, to the fullest extent permitted by law, no owner, shareholder, officer, director, partner, principal or employee of JTL shall have personal liability under this indemnification provision, under any provision of the Agreement, or for any matter in connection with the Professional Services provided by JTL in connection with the project.



JACOBI, TOOMBS AND LANZ, INC.  
2023  
HOURLY BILLING RATES

CODE	CLASSIFICATION	STANDARD HOURLY BILLING RATE*
PR2	PRINCIPAL - PRESIDENT	\$210
PR1	PRINCIPAL - VICE PRESIDENT	\$200
PM3	PROJECT MANAGER III	\$170
PM2	PROJECT MANAGER II	\$155
PM1	PROJECT MANAGER I	\$145
DL	DISCIPLINE LEADER	\$225
E6	ENGINEER VI	\$190
E5	ENGINEER V (PE)	\$175
E4	ENGINEER IV (PE)	\$160
E3	ENGINEER III (PE)	\$145
E2	ENGINEER II (PE)	\$130
E1	ENGINEER I (PE)	\$115
ET4	ENGINEERING TECH IV (EIT)	\$100
ET3	ENGINEERING TECH III (EIT)	\$90
ET2	ENGINEERING TECH II	\$80
ET1	ENGINEERING TECH I	\$70
CT3	CAD TECH III	\$100
CT2	CAD TECH II	\$85
CT1	CAD TECH I	\$75
LS2	LAND SURVEYOR II (LS)	\$120
LS1	LAND SURVEYOR I (LS)	\$110
SC	SURVEY CHIEF	\$90
ST2	SURVEY TECHNICIAN II	\$80
ST1	SURVEY TECHNICIAN I	\$70
RCM	RESIDENT CONSTRUCTION MANAGER	\$130
RP	RESIDENT CONSTRUCTION REPRESENTATIVE	\$110
RI	RESIDENT INSPECTOR	\$100
CL	CLERICAL	\$75
PL3	PLAN REVIEWER III	\$120
PL2	PLAN REVIEWER II	\$105
PL1	PLAN REVIEW I	\$90
GPS	GPS	\$50
RTS	ROBOTIC TOTAL STATION EQUIPMENT	\$50
EXP	MILEAGE: PER MILE	Current federal mileage rate

\* Overtime will be charged at 1.25 times the standard billing rate.

\*\* Serving as an expert witness in legal proceedings will be charged at 2 times the standard billing rate.

These rates may be adjusted on an annual basis as required by economic factors at the discretion of Jacobi, Toombs and Lanz, Inc.









# CONSULTING AGREEMENT PLANNING DIRECTOR

THIS CONSULTING AGREEMENT (the "Agreement") is dated this 8<sup>th</sup> day of May, 2023.

## CLIENT

Town of Sellersburg  
316 E. Utica St, Sellersburg, IN 47172  
(the "Client")

## CONSULTANT

Stacia Franklin  
2212 Southern Hills Dr, Borden, IN 47106  
(the "Consultant")

## BACKGROUND

- A. The Client is of the opinion that the Consultant has the necessary qualifications, experience and abilities to provide consulting services to the Client.
- B. The Consultant is agreeable to providing such consulting services to the Client on the terms and conditions set out in this Agreement.

---

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Consultant (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

## SERVICES PROVIDED

1. The Client hereby agrees to engage the Consultant to provide the Client with the following consulting services (the "Services"):
  - Services will include performing usual duties of a Planning Director for the Plan Commission, Board of Zoning Appeals (BZA), and Technical Review Committee (TRC) for the Town of Sellersburg including: performing prep work and attending Plan Commission, BZA, and TRC meetings monthly; all meeting minutes; responding to necessary phone calls and emails in a timely manner; work with applicants through phases of Plan Commission and BZA applications when needed; and
  - Services will include acting as Floodplain Administrator for the Town of Sellersburg and

duties commonly associated with that position.

2. The Services will also include any other consulting tasks which the Parties may agree on. The Consultant hereby agrees to provide such Services to the Client.

#### **TERM OF AGREEMENT**

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until April 1, 2023, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.
4. In the event that either Party wishes to terminate this Agreement prior to April 1, 2023, that Party will be required to provide 30 days' written notice to the other Party.

#### **PERFORMANCE**

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

#### **CURRENCY**

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

#### **COMPENSATION**

7. The Consultant will charge the Client for the Services at the rate of \$2,000.00 per month ( the "Compensation").
8. The Client will be invoiced every month.
9. Invoices submitted by the Consultant to the Client are due within 30 days of receipt.

#### **REIMBURSEMENT OF EXPENSES**

10. The Consultant will be reimbursed from time to time for reasonable and necessary expenses incurred by the Consultant in connection with providing the Services.
11. All expenses must be pre-approved by the Client.

#### **RETURN OF PROPERTY**

12. Upon the expiration or termination of this Agreement, the Consultant will return to the Client any property, documentation, records, or confidential information which is the property of the Client.

**CAPACITY/INDEPENDENT CONTRACTOR**

17. In providing the Services under this Agreement it is expressly agreed that the Consultant is acting as an independent contractor and not as an employee. The Consultant and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, profit-sharing, pension or any other employee benefit for the Consultant during the Term. The Consultant is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Consultant under this Agreement.

**AUTONOMY**

20. Except as otherwise provided in this Agreement, the Consultant will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Consultant will work autonomously and not at the direction of the Client. However, the Consultant will be responsive to the reasonable needs and concerns of the Client.

**EQUIPMENT**

21. Except as otherwise provided in this Agreement, the Client will provide at the Client's own expense, any and all equipment, software, materials and any other supplies necessary to deliver the Services in accordance with the Agreement.

**NO EXCLUSIVITY**

22. The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

**NOTICE**

23. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

- a. Town of Sellersburg  
316 E. Utica St, Sellersburg, IN 47172
- b. Stacia Franklin  
2212 Southern Hills Dr, Borden, IN 47106

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

**INDEMNIFICATION**

24. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses,

reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

#### **MODIFICATION OF AGREEMENT**

25. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

#### **TIME OF THE ESSENCE**

26. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

#### **ASSIGNMENT**

27. The Consultant will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

#### **ENTIRE AGREEMENT**

28. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

#### **ENUREMENT**

29. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

#### **TITLES/HEADINGS**

30. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

#### **GENDER**

31. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

#### **GOVERNING LAW**

32. This Agreement will be governed by and construed in accordance with the laws of the State of Indiana.

#### **SEVERABILITY**

33. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**WAIVER**

34. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

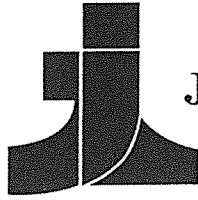
IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this 8<sup>th</sup> day of May, 2023.

Michelle D. Miller  
WITNESS: Michelle D. Miller

Brad J. Amos  
Brad J. Amos, President  
Town of Sellersburg

\_\_\_\_\_  
WITNESS: \_\_\_\_\_

\_\_\_\_\_  
Stacia Franklin



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



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

**May 8, 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 placed line into service on 4/11/2023.

**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.
  - IAWC will not install flow meter until the proper actuator is installed.
  - Working with Contractor to determine path forward.

**Butler Road Sewer Service**

- Initial survey is complete.
  - Topographic survey is underway.
  - *Additional property line research is scheduled to begin tomorrow, 5/9/2023.*
- Conceptual design underway. Conceptual design accepted.
  - Final design will commence upon completion of topographic survey.

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

## WASTEWATER

### WWTP Construction

- Relocation of the outfall to avoid field located utilities has resulted in additional rock excavation. Pace Contracting (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.
  - 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, 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 have been recommended by the operations group to improve the removal of rags and debris that are causing plugging of pipes and equipment. Their costs will be included in the next change order.
- Work continues on the rehabilitation of the existing Oxidation Ditches. The new flow splitter box concrete and gate installation is complete. Concrete repair of existing cracks is underway and should be completed in the next 30 days.
  - *This has been delayed due to other work required on-site. Repairs are underway and anticipated to be completed this month. Start-up of the rehabilitated Oxidation Ditches is anticipated to take place in early June.*
  - 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.



- Contractor has assisted operations staff with dewatering of solids in the plant. A rental belt filter press has been placed delivered to the plant to help dewater accumulated solids. The press will be on-site until 5/20/2023.
- The new Dewatering Building and equipment is being installed by the Contractor and is expected to be operational in early April.
  - This has been delayed due to a setback in the delivery of equipment and conveyor support equipment. Start-up of the process will not begin until early May.
  - 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.
  - *Start-up of the screw press dewatering system was not successful due to the damage control panel. Remedial action to provide dewatering capacity and repair of the panel is being discussed with Pace Contracting. Additional updates will be provided later in the week.*
- 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 3/13/2023, and a request for approval will be presented 3/27/2023.
- *Construction progress is satisfactory.*

## **ROAD**

### **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 pavement markings have been installed.
- *Construction of all items is complete.*
- *Final punch list inspection scheduled for 5/11/2023.*

### **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.
- Forcemain was found to be only six (6) inches below grade. Will require relocation. Receiving quotes for work.

### **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.
  - Waiting on funding from INDOT to issue Notice to Proceed. Notice to Proceed was issued 4/17/2023.