

**TOWN OF SELLERSBURG
REGULAR TOWN COUNCIL MEETING
316 E. UTICA STREET SELLERSBURG, INDIANA 47172**

**Agenda for
October 23, at 6:00 p.m.**

CALL TO ORDER AND ROLL CALL OF MEMBERS:

Meeting called to order at 6:00 p.m. by President Paul J. Rhodes

Present: President Paul J. Rhodes, Vice President Brad J. Amos, Second Vice President Martina P. Webster, Member James H. LaMaster, Member William J. Conlin, Town Council Attorney Jacob C. Elder and Clerk Treasurer Michelle D. Miller.

PRAYER: Kevin Beck, Calvary Christian Church **PLEDGE OF ALLEGIENCE:** All Present.

MOTION TO AMEND THE AGENDA:

Motion made to amend the agenda to move Ordinance 2017-OR-027 to New Business, remove Ordinance 2017-OR-28, and change Ordinance 2017-OR-29 to a Resolution, under new business move #1 Hill-N-Dale water line relocation to last place, move #4 AT&T to #1 and add under Salary Ordinance discussion HR Affiliates contract and Covered Bridge storm drains.

Motion: Webster Second: LaMaster Vote: 5-aye, 0-nay, motion approved.

MOTION TO ADOPT THE AGENDA AS AMENDED:

Motion: Webster Second: LaMaster Vote: 5-aye, 0-nay, motion approved.

APPROVAL OF MINUTES:

Approval of minutes of the as submitted by the Clerk-Treasurer:

September 25, 2017 Executive Session, September 25, 2017 Town Council Meeting, October 2, 2017 Town Council Meeting-2018 Budget Adoption, October 5, 2017 Town Council Special Meeting and October 16, 2017 Town Council Special Meeting:

Motion: Amos Second: Conlin Vote: 5-aye, 0-nay, motion approved.

APPROVAL OF ALLOWANCE CLAIMS:

Motion: Webster Second: LaMaster Vote: 5-aye, 0-nay, motion approved.

APPROVAL OF ALLOWANCE DOCKET:

Motion: Amos Second: Webster Vote: 5-aye, 0-nay, motion approved.

ORDINANCES AND RESOLUTIONS:

1. 2017-OR-27 Ordinance Approving the 2018 Salary Ordinance: Moved to New Business
2. 2017-OR-28 Ordinance Amending the Town of Sellersburg's Policy Regarding Longevity for Town Employees: Removed
3. 2017-R-4 Ordinance Transferring Certain Real Property to the City of Jeffersonville, Indiana
1st Reading: Motion: Webster Second: Conlin Vote: 5-aye, 0-nay, motion approved.
4. 2017-OR-30 An Ordinance Transferring Certain Funds
1st Reading: Motion: Webster Second: Amos Vote: 5-aye, 0-nay, motion approved.
2nd Reading: Motion: Webster Second: LaMaster Vote: 5-aye, 0-nay, motion approved.

UNFINISHED BUSINESS:

1. Uniform Contract (Assistant Public Works Director, Lori Kearney): Taken under advisement
2. Phosphorus Building Status Update (Assistant Public Works Director, Lori Kearney): No updates yet.
3. Stantec Contract (Assistant Public Works Director, Lori Kearney)
Motion: Webster Second: LaMaster Vote: 5-aye, 0-nay, motion approved.

NEW BUSINESS:

1. AT&T Contract Proposal (Assistant Public Works Director, Lori Kearney):
Motion: Webster Second: Conlin Vote: 5-aye, 0-nay, motion approved.
2. Hawthorne Glen Water (Amy Jenkins, 5454 Hawthorn Glen): Ms. Jenkins advises the Council of issues she is having with the brown water. Assistant Public Works Director Lori Kearney is advised to get a quote from Curry and Associates regarding this issue.
3. East Utica Street Drainage (Roy Everitt, 823 E. Utica St.): Mr. Everitt addresses the Council in reference to drainage issues he is having on his property. The Council advises Building Commissioner Greg Dietz to look into this issue.
4. Billing Office Phone System Upgrade Bids (Assistant Chief of Police, Matt Adams): Assistant Chief Adams presents quote from World Systems Inc. for a recording system for the Utility Billing Office. Motion made to accept the quote and purchase the system for \$8,976.00.
Motion: Amos Second: Webster Vote: 5-aye, 0-nay, motion approved.
5. Health Reimbursement Arrangement (HRA) Renewal (Councilwoman, Martina Webster): Motion to table:
Motion: Conlin Second: LaMaster Vote: 5-aye, 0-nay, motion approved.
6. Longevity (Councilwoman, Martina Webster): Councilwoman Martina Webster advises that the changes that are going to be presented in the new Longevity Ordinance pertains to new hires only.
7. Salary Ordinance (Town Council President, Paul Rhodes): President Paul Rhodes and the Council discuss the 2018 Salary Ordinance.
Martina P. Webster rescinds her motion pertaining to Ordinance 2017-OR-22, 2017 Salary Ordinance amendment.
Motion: Webster Second: LaMaster Vote: 5-aye, 0-nay, motion approved.
8. HR Affiliates contract: Martina P. Webster presents an amended contract increasing the hours from eight to sixteen monthly. Brad J. Amos disagrees and only wants a flat \$125 per hour with no minimum or maximum hours.
Motion: Webster Second: Conlin Vote: 5-aye, 0-nay, motion approved.
Martina P. Webster amends her previous motion:
Motion: Webster Second: LaMaster Vote: 5-aye, 0-nay, motion approved.
9. Hill-in-Dale Water Line Relocation: Open Bids (Jacobi, Toombs, & Lanz): moved to Receipt of Staff Reports, Josh Hillman (Jacobi, Toombs & Lanz).

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RECEIPT OF STAFF REPORTS:

Josh Hillman (Jacobi, Toombs, & Lanz):

Shirley Avenue/Prather Lane: Bids will be opened during the December 18th Town Council meeting and expect construction to begin in February. Mr. Hillman requests authorization to get bids:

Motion: Amos

Second: Webster

Vote: 5-aye, 0-nay, motion approved.

St. Joe Rd E and Allentown Rd. paving:

Both projects have anticipated bid dates at the December meeting with expected construction start dates when weather allows in late March or early April.

W. Utica Street Culvert Replacement:

Bids were opened at the last Town Council meeting and have been awarded to AllTerrain Paving for \$98,450.00.

Contracts have been signed and the contractor has been issued a notice of award. Construction is expected to begin in approximately 30 days.

Charlestown Road Water and Sewer Relocations:

Bids were opened at the last Town Council meeting and have been awarded to RCI for \$135,539.25. We are working with Clark County to confirm right-of-way acquisition for the project before relocation of utilities can begin. A notice to proceed will be issued once the County has identified that right-of-way is in place.

Hill-N-Dale & I-65 Water Line Relocation Bid Opening: Dan Cristiani \$349,995.00 and Infrastructure Systems \$204,434.00. Motion made to accept low bid from Infrastructure Systems.

Motion: Webster

Second: Amos

Vote: 5-aye, 0-nay, motion approved.

Butler Road:

The property to the south of Butler Road has been sold. JTL is finalizing the agreed upon easement along the adjacent property owner in the upcoming weeks.

SR 403 Water Line Relocation:

Amendment to original JTL work order to address inspection services during construction of project was presented for approval. This work was included in the overall budget for the INDOT reimbursable project. Motion was made to approve the amendment per the Engineers recommendation:

Motion: Amos

Second: Conlin

Vote: 5-aye, 0-nay, motion approved.

Lori Kearney, Assistant Public Works Director:

Martina P. Webster presents quote from Dan Cristiani Excavating in the amount of \$11,550.00 to repair seven curb inlets at Covered Bridge and the Willows of Covered Bridge:

Motion: Amos

Second: Webster

Vote: 5-aye, 0-nay, motion approved.

J. Greg Dietz, Building Commission: Gives monthly report.

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Jacob "Jake" Elder, Town Attorney:

Advises that in reference to the Silver Creek Township Park, Mr. Gillenwater, attorney, will be requesting a Quit Claim Deed. Mr. Elder also recommends an Ordinance Enforcement Division, Ordinance Violations Bureau and a Code Violations Bureau.

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COMMENTS FROM COUNCIL MEMBERSHIP (Good of the order):

Brad J. Amos, District 3: Advises that the Parks and Recreation will be having a Trick or Treat at Silver Creek High School this Saturday from 5 p.m. to 8 p.m.

ADJOURN: Motion: Webster Second: Amos Time: 8:05 p.m.

Paul J. Rhodes, President

James H. LaMaster, Council Member

Brad J. Amos, Vice President

William J. Conlin, Council Member

Martina P. Webster, 2nd Vice President

Attest: Michelle D. Miller, Clerk Treasurer

Attachments:

- Agenda
- Stantec Contract
- AT&T Contract
- Word Systems Contract
- HR Affiliates Contact
- Jacobi, Toombs and Lanz Current Projects Status Report
- Hill-N-Dale & I65 Water Line Relocation Bid Sheet
- Jacobi, Toombs and Lanz, SR 403 Water Line Relocation Contract Amendment
- Dan Cristiani Excavating Contract for Covered Bridge and Willows curb inlets

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PRAYER:

PLEDGE OF ALLEGIENCE: All Present.

MOTION TO AMEND/ADOPT THE AGENDA AS PRESENTED:

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APPROVAL OF ALLOWANCE DOCKET:

COMMENTS FROM PUBLIC ON AGENDA ITEMS (time limit of 5 minutes per person)

ORDINANCES AND RESOLUTIONS:

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3. 2017-OR-29 Ordinance Transferring Certain Real Property to the City of Jeffersonville, Indiana
4. 2017-OR-30 Ordinance Transferring Certain Funds

UNFINISHED BUSINESS:

1. Uniform Contract (Assistant Public Works Director, Lori Kearney)
2. Phosphorus Building Status Update (Assistant Public Works Director, Lori Kearney)
3. Stantec Contract (Assistant Public Works Director, Lori Kearney)

NEW BUSINESS:

1. Hill-in-Dale Water Line Relocation: Open Bids (Jacobi, Toombs, & Lanz)
2. Hawthorne Glen Water (Amy Jenkins, Resident)
3. East Utica Street Drainage (Roy Everitt, Resident)
4. AT&T Contract Proposal (Assistant Public Works Director, Lori Kearney)
5. Billing Office Phone System Upgrade Bids (Chief of Police, William R. Whelan)
6. Health Reimbursement Arrangements (HRA) Renewal (Councilwoman, Martina Webster)
7. Longevity (Councilwoman, Martina Webster)
8. Salary Ordinance (Town Council President, Paul Rhodes)

GENERAL COMMENTS FROM THE PUBLIC (limited to 15 minutes total)

RECEIPT OF STAFF REPORTS:

Josh Hillman (Jacobi, Toombs, & Lanz)
Lori Kearney, Assistant Public Works Director
J. Greg Dietz, Building Commission
William R. Whelan, Chief of Police
Jacob “Jake” Elder, Town Attorney

COMMENTS FROM COUNCIL MEMBERSHIP (Good of the order):

James H. LaMaster, District 2
William Conlin, District 4
Brad J. Amos, District 3
Martina Webster, District 1
Paul J. Rhodes, At-Large
Michelle Miller, Clerk-Treasurer

ADJOURN:



September 14, 2017

File: 175655054

Attention: Ms. Lori Kearney

Wastewater Director
316 East Utica Street
Sellersburg, Indiana 47172

Reference: Wastewater Program On-Call Planning Services

Dear Ms. Kearney,

Stantec Consulting Services Inc. is pleased to provide this scope to the Town of Sellersburg for services associated with the Town's wastewater program.

Stantec has been working with Sellersburg on various aspects of the Town's wastewater conveyance and treatment needs. These efforts have included system capacity analyses, system monitoring and micromonitoring, inflow and infiltration (I/I) reduction strategies, wastewater treatment nutrient reduction alternatives, and most recently, plant upgrades to support phosphorus reduction requirements. From time to time, challenges can arise that require outside support for managing and implementing Sellersburg's wastewater treatment program.

Below is a list of program elements Stantec could support for Sellersburg's wastewater conveyance and treatment needs:

- Planning and assessment of conveyance system capacity and performance;
- Collection system monitoring, micromonitoring, and I/I reduction strategies;
- Collection system replacement recommendations, prioritization, conceptual cost estimations, and master planning strategies;
- Treatment plant condition assessments and operational support;
- Treatment plant improvement strategies and overall master planning;
- Pretreatment program support;
- SCADA strategies and support;
- Sludge processing and biosolids management needs;
- Future wastewater conveyance and treatment projections, community growth, and planning strategies;
- Program financing and sustainability analyses;
- Permitting, compliance support, and regulatory agency coordination;
- Local wastewater ordinance and regulatory enhancement recommendations; and
- Other as-needed services associated with the Town's wastewater program.



September 14, 2017

Ms. Lori Kearney

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Reference: Wastewater Program

Stantec will provide on-call support services on a time and materials basis for \$50,000, per the attached rate table. Services will not exceed this figure without prior authorization by a designated Town representative.

Stantec appreciates the opportunity to provide wastewater program support to the Town of Sellersburg. We look forward to continue serving the community.

Regards,

Stantec Consulting Services, Inc.

Rob Huckaby, PE
Associate, Project Manager
Phone: 502.212.5046
Rob.Huckaby@Stantec.com

David Hackworth, PE
Director of O&M Services
Phone: 858.987.3316
David.Hackworth@Stantec.com



September 14, 2017

Ms. Lori Kearney

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Reference: Wastewater Program

The Town of Sellersburg authorizes Stantec to proceed with the services herein described. This work will be completed per the conditions above and the contractual terms outlined in the Master Services Agreement Terms and Conditions, dated October 20, 2014.

This proposal is accepted and agreed on October 23, 2017.

Per: Town of Sellersburg

Lori Kearney, Wastewater Director

Attachment: Master Services Agreement (October 20, 2014) (5 pages)
Rate Table (1 page)



2017 Rate Table B

Classification

Rate (per hour)

Technical Support Staff	\$68 - \$88
Administrative Assistant	\$68 - \$88
Field Technician / Environmental Scientist	\$75 - \$94
GIS Analyst / CAD Technician	\$75 - \$99
GIS Analyst / Technician w/ Field GPS Unit	\$81 - \$123
GIS Crew w/ Field GPS Unit (2-person)	\$174 - \$211
Senior GIS Analyst / Senior CAD Technician	\$94 - \$136
Project Engineer	\$94 - \$128
Senior Project Engineer / Senior Environmental Scientist	\$117 - \$148
Project Manager / Associate / Systems Modeler	\$128 - \$148
Senior Associate / Senior Systems Modeler	\$136 - \$165
Principal / Program Manager	\$148 - \$256
Senior Principal / Managing Leader	\$192 - \$322

Stantec Billing Levels	
Billing Level	Rate (per hour)
3	\$68
4	\$75
5	\$81
6	\$88
7	\$94
8	\$99
9	\$106
10	\$117
11	\$123
12	\$128
13	\$136
14	\$148
15	\$165
16	\$192
17	\$218
18	\$256
19	\$288
20	\$322

(Above rates are based on the typical range for employee classification. Rates above may be subject to change on January 1 of each year.)



MASTER SERVICES AGREEMENT

THIS AGREEMENT is made and entered into effective October 20, 2014 (the "Agreement Date") by and between:

"CLIENT"

Name: TOWN OF SELLERSBURG, INDIANA
Address: 316 East Utica Street, Sellersburg, Indiana 470172
Phone: (812) 246-3821 Fax:
Representative: Mr. Ken Alexander

"STANTEC"

Name: STANTEC CONSULTING SERVICES INC.
Address: 10509 Timberwood Circle, Suite 100
Phone: (502) 212-5000 Fax: (502) 212-5055
Representative: Mr. Rob Huckaby

WHEREAS this MASTER SERVICES AGREEMENT ("AGREEMENT") is between STANTEC CONSULTING SERVICES INC. ("STANTEC") and TOWN OF SELLERSBURG, INDIANA ("CLIENT") for Services to be provided by STANTEC on projects as described in the Individual Task Order issued pursuant to this AGREEMENT (which sections are incorporated into this AGREEMENT).

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, it is hereby agreed as follows:

The scope of STANTEC's services ("SERVICES") will be set forth in individual Task Orders, which are incorporated into this AGREEMENT. All work authorized by a Task Order issued pursuant to this AGREEMENT shall be completed in accordance with, and subject to, the Terms and Conditions set forth herein, on pages 1 through 5.

STANTEC's Fee for the SERVICES will be set forth in the individual Task Orders which are incorporated into this AGREEMENT.

The Parties, intending to be legally bound, have made, accepted and executed this AGREEMENT as of the Agreement Date noted above:

TOWN OF SELLERSBURG, INDIANA

STANTEC CONSULTING SERVICES INC.

PAUL J. RHODES
Print Name and Title COUNCIL PRESIDENT

Mr. Rob Huckaby, Associate & Project Manager
Print Name and Title

Per:

Per:

Paul J. Rhodes
Print Name and Title

Rob Huckaby
Print Name and Title

Per:

Per:

DESCRIPTION OF WORK: STANTEC shall render the services described in each Task Order (hereinafter called the "SERVICES") in accordance with this AGREEMENT. STANTEC may, at its discretion and at any stage, engage subconsultants to perform all or any part of the SERVICES. The CLIENT and STANTEC by written amendment to this AGREEMENT may from time to time make changes to the SERVICES. All changed work shall be carried out under this AGREEMENT. The time for completion of the SERVICES shall be adjusted accordingly.

COMPENSATION: Charges for the SERVICES rendered will be made in accordance with the CONTRACT PRICE indicated in each Task Order, or, if no CONTRACT PRICE is indicated, in accordance with STANTEC's Schedule of Fees and Disbursements in effect from time to time as the SERVICES are rendered.

Invoices shall be paid by the CLIENT in the currency of the jurisdiction in which the SERVICES are provided without deduction or setoff upon receipt. Failure to make any payment when due is a material breach of this Agreement and will entitle STANTEC, at its option, to suspend or terminate this Agreement and the provision of the SERVICES. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5% per month (18% per annum) or the maximum legal rate of interest.

REPRESENTATIVES: Each party shall designate in the space provided on the Task Order a representative who is authorized to act on behalf of that party and receive notices under this AGREEMENT. Such representatives have complete authority to act on behalf of their principals in respect to all matters arising under this AGREEMENT.

NOTICES: All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party. All notices required by this AGREEMENT to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party by certified mail, telegram, email, facsimile or telex, addressed to the regular business address of such party as identified above.

CLIENT'S RESPONSIBILITIES: The CLIENT shall provide to STANTEC in writing, the CLIENT's total requirements in connection with each PROJECT described in a Task Order, including the PROJECT budget and time constraints. The CLIENT shall make available to STANTEC all relevant information or data pertinent to the PROJECT which is required by STANTEC to perform the SERVICES. STANTEC shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the CLIENT, including information and data originating with other consultants employed by the CLIENT whether such consultants are engaged at the request of STANTEC or otherwise. Where such information or data originates either with the CLIENT or its consultants then STANTEC shall not be responsible to the CLIENT for the consequences of any error or omission contained therein.

When required by STANTEC, the CLIENT shall engage specialist consultants directly to perform items of work necessary to enable STANTEC to carry out the SERVICES. Whether arranged by the CLIENT or STANTEC, these services shall be deemed to be provided under direct contracts to the CLIENT unless expressly provided otherwise.

The CLIENT shall give prompt consideration to all documentation related to the PROJECT prepared by STANTEC and whenever prompt action is necessary shall inform STANTEC of CLIENT's decisions in such reasonable time so as not to delay the schedule for providing the SERVICES.

When applicable, the CLIENT shall arrange and make provision for STANTEC's entry to the PROJECT site as well as other public and private property as necessary for STANTEC to perform the SERVICES. The CLIENT shall obtain any required approvals, licenses and permits from governmental or other authorities having jurisdiction over the PROJECT so as not to delay STANTEC in the performance of the SERVICES.

STANTEC'S RESPONSIBILITIES: STANTEC shall furnish the necessary qualified personnel to provide the SERVICES. STANTEC represents that it has access to the experience and capability necessary to and agrees to perform the SERVICES with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the SERVICES at the time when and the location in which the SERVICES were performed. This undertaking does not imply or guarantee a perfect PROJECT and in the event of failure or partial failure of the product of the SERVICES, STANTEC will be liable only for its failure to exercise diligence, reasonable care and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure STANTEC's performance. There are no other representations or warranties expressed or implied made by STANTEC. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the SERVICES provided by STANTEC nor shall STANTEC warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond STANTEC's reasonable control. STANTEC does not warrant the SERVICES to any third party and the CLIENT shall indemnify and hold harmless STANTEC from any demands, claims, suits or actions of third parties arising out of STANTEC's performance of the SERVICES.

In performing the SERVICES under this AGREEMENT, STANTEC shall operate as and have the status of an independent contractor and shall not act as, or be an employee of the CLIENT.

The SERVICES performed by STANTEC shall be subject to the inspection and the review of the CLIENT at all times but such inspection and review shall not relieve STANTEC from its responsibility for the proper performance of the SERVICES.

TERMINATION: Either party may terminate this MASTER SERVICE AGREEMENT or an Individual Task Order without cause upon thirty (30) days' notice in writing. If either party breaches this MASTER SERVICE AGREEMENT or an Individual Task Order, the non-defaulting party may terminate this MASTER SERVICE AGREEMENT and/or an Individual Task Order after giving seven (7) days' notice to remedy the breach. On termination of this MASTER SERVICE AGREEMENT, the CLIENT shall forthwith pay STANTEC for the SERVICES performed to the date of termination. Non-payment by the CLIENT of STANTEC's invoices within 30 days of STANTEC rendering same is agreed to constitute a material breach of this MASTER SERVICE AGREEMENT and, upon written notice as prescribed above, the duties, obligations and responsibilities of STANTEC are terminated.

SUSPENSION OF SERVICES: If the SERVICES from an Individual Task Order are suspended for more than thirty (30) calendar days in the aggregate, STANTEC shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the SERVICES from an Individual Task Order are suspended for more than ninety (90) days, STANTEC may, at its option, terminate the Task Order upon giving notice in writing to the CLIENT.

ENVIRONMENTAL: Except as specifically described in an Individual Task Order, STANTEC's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

Where the SERVICES include storm water pollution prevention (SWPP), sedimentation or erosion control plans, specifications, procedures or related construction observation or administrative field functions, CLIENT acknowledges that such SERVICES proposed or performed by Stantec are not guaranteed to provide complete SWPP, sedimentation or erosion control, capture all run off or siltation, that any physical works are to be constructed and maintained by the CLIENT's contractor or others and that STANTEC has no control over the ultimate effectiveness of any such works or procedures. Except to the extent that there were errors or omissions in the SERVICES provided by STANTEC, CLIENT agrees to indemnify and hold STANTEC harmless from and against all claims, costs, liabilities or damages whatsoever arising from any storm water pollution, erosion, sedimentation, or discharge of silt or other deleterious substances into any waterway, wetland or woodland and any resulting charges, fines, legal action, cleanup or related costs.

BUILDING CODES, BYLAWS AND OTHER PUBLIC REGULATIONS: STANTEC shall, to the best of its ability, interpret building codes, by-laws and other public regulations as they apply to the PROJECT and as they are published at the time SERVICES commence. Furthermore, STANTEC shall observe and comply with all applicable laws, ordinances, codes and regulations of government agencies, including federal, state, provincial, municipal and local governing bodies having jurisdiction over the conduct of the SERVICES ("LAWS"). However, it is expressly acknowledged and agreed by the CLIENT that as the PROJECT progresses such building codes, by-laws, other public regulations and LAWS may change or the interpretation of any public authority may differ from the interpretation of STANTEC, through no fault of STANTEC, and any extra costs necessary to conform to such changes or interpretations during or after execution of the SERVICES will be paid by the CLIENT.

STANTEC shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

COST AND SCHEDULE OF CONSTRUCTION WORK: In providing opinions of probable cost and project schedule, it is recognized that neither the CLIENT nor STANTEC has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or time. The opinions of probable cost or project duration are based on STANTEC's reasonable professional judgment and experience and do not constitute a warranty, express or implied, that the Contractors' bids, project schedules, or the negotiated price of the Work or schedule will not vary from the CLIENT's budget or schedule or from any opinion of probable cost or project schedule prepared by STANTEC. Exact costs and times will be determined only when bids have been received for the PROJECT and when the construction work has been performed and payments finalized.

ADMINISTRATION OF CONSTRUCTION CONTRACTS: When applicable, STANTEC shall provide field services during the construction of the PROJECT only to the extent that such SERVICES are included and defined in a particular Task Order. The performance of the construction contract is not STANTEC's responsibility nor are STANTEC's field services rendered for the construction contractor's benefit.

It is understood and agreed by the CLIENT and STANTEC that only work which has been seen during an examination by STANTEC can be said to have been appraised and comments on the balance of any construction work are assumptions only.

When field services are provided by STANTEC, the authority for general administration of the PROJECT shall reside with STANTEC only to the extent defined in this AGREEMENT. In such case, STANTEC shall coordinate the activities of other consultants employed by the CLIENT, only to the extent that STANTEC is empowered to do so by such other consultants' contracts with the CLIENT.

STANTEC shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents nor for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the PROJECT. When field services are provided, no acceptance by STANTEC of the work or services of a construction contractor or other consultants, whether express or implied, shall relieve such construction contractor or other consultants from their responsibilities to the CLIENT for the proper performance of such work or services and further,

STANTEC shall not be responsible to the CLIENT or to the construction contractor or to the other consultants for the means, methods, techniques, sequences, procedures and use of equipment of any nature whatsoever, whether reviewed by STANTEC or not, which are employed by the construction contractor or the other consultants in executing, designing, or administering any phases of the PROJECT, or for placing into operation any plant or equipment or for safety precautions and programs incidental thereto.

When field services are provided, STANTEC will not be designated as the party responsible for the compliance by others on the construction work site with the purposes or requirements of applicable environmental, occupational health and safety, or similar legislation. The CLIENT shall designate a responsible party, other than STANTEC, for the coordination and performance of environmental, occupational health and safety activities on the construction work site as required by applicable legislation and associated regulations. Neither the professional activities of STANTEC, nor the presence of STANTEC or its employees and subconsultants at a construction site, shall relieve the CLIENT, Contractors or any other entity of their obligations, duties and responsibilities with respect to jobsite safety. Subject only to applicable legislation, STANTEC has no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any environmental, health or safety activities or precautions.

JOBSITE SAFETY: Neither the professional activities of STANTEC, nor the presence of STANTEC or its employees and subconsultants at a construction site, shall relieve the CLIENT and any other entity of their obligations, duties and responsibilities with respect to job site safety. Subject only to applicable legislation, STANTEC and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

LIMITATION OF LIABILITY: The CLIENT releases STANTEC from any liability and agrees to defend, indemnify and hold STANTEC harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, excepting liability arising from the negligence or willful misconduct of STANTEC.

It is further agreed that the total amount of all claims the CLIENT may have against STANTEC under an Individual Task Order or arising from the performance or non-performance of the SERVICES called for by a specific Individual Task Order under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees paid to STANTEC pursuant to that Individual Task Order or \$500,000. No claim may be brought against STANTEC in contract or tort more than two (2) years after the cause of action arose. As the CLIENT's sole and exclusive remedy under this AGREEMENT or any Task Order, any claim, demand or suit shall be directed and/or asserted only against STANTEC and not against any of STANTEC's employees, officers or directors.

STANTEC's liability with respect to any claims arising out of this AGREEMENT or any Task Order shall be absolutely limited to direct damages arising out of the SERVICES and STANTEC shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the CLIENT, including but not limited to claims for loss of use, loss of profits and loss of markets.

INDEMNITY FOR MOLD CLAIMS: It is understood by the parties that existing or constructed buildings may contain mold substances that can present health hazards and result in bodily injury, property damage and/or necessary remedial measures. If, during performance of the SERVICES, STANTEC knowingly encounters any such substances, STANTEC shall notify the CLIENT and, without liability for consequential or any other damages, suspend performance of services until the CLIENT retains a qualified specialist to abate and/or remove the mold substances. The CLIENT agrees to release and waive all claims, including consequential damages, against STANTEC, its subconsultants and their officers, directors and employees arising from or in any way connected with the existence of mold on or about the project site whether during or after completion of the SERVICES. The CLIENT further agrees to indemnify and hold STANTEC harmless from and against all claims, costs, liabilities and damages, including reasonable attorneys' fees and costs, arising in any way from the existence of mold on the project site whether during or after completion of the SERVICES, except for those claims, liabilities, costs or damages caused by the sole gross negligence and/or knowing or willful misconduct of STANTEC. STANTEC and the CLIENT waive all rights against each other for mold damages to the extent that such damages sustained by either party are covered by insurance.

DOCUMENTS: All documents prepared by STANTEC or on behalf of STANTEC in connection with an Individual Task Order are instruments of service for the execution of the PROJECT. STANTEC retains the property and copyright in these documents, whether the PROJECT is executed or not. Payment to STANTEC of the compensation prescribed in this AGREEMENT shall be a condition precedent to the CLIENT's right to use documentation prepared by STANTEC. These documents may not be used for any other purpose without the prior written agreement of STANTEC. The CLIENT shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the SERVICES rendered by STANTEC in connection with the PROJECT, for the life of the PROJECT. The CLIENT shall not use, infringe upon or appropriate such concepts, products or processes without the express written agreement of STANTEC. In the event STANTEC's documents are subsequently reused or modified in any material respect without the prior consent of STANTEC, the CLIENT agrees to indemnify STANTEC from any claims advanced on account of said reuse or modification.

STANTEC cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT shall release, indemnify and hold STANTEC, its officers, employees, consultants and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of

STANTEC, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without STANTEC's written consent.

PROJECT PROMOTION: Where the Client has control or influence over construction signage, press releases and/or other promotional information identifying the project ("Project Promotion"), the Client agrees to include STANTEC in such Project Promotion.

FORCE MAJEURE: Any default in the performance of this AGREEMENT or any Individual Task Order caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

GOVERNING LAW: This AGREEMENT shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the SERVICES are performed.

DISPUTE RESOLUTION: If requested in writing by either the CLIENT or STANTEC, the CLIENT and STANTEC shall attempt to resolve any dispute between them arising out of or in connection with this AGREEMENT or an Individual Task Order by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to laws of the jurisdiction in which the majority of the SERVICES are performed or elsewhere by mutual agreement.

ATTORNEYS FEES: In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this AGREEMENT and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

ASSIGNMENT AND SUCCESSORS: Neither the CLIENT nor STANTEC shall, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations of this AGREEMENT or any part hereof. This AGREEMENT shall enure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

PROTECTION OF PRIVACY LAWS: STANTEC will comply with its statutory obligations respecting the collection, use, disclosure, access to, correction, protection, accuracy, retention and disposition of personal information that may be collected or created under this AGREEMENT. STANTEC will refer any request for access to or correction of personal information that is made under statute to the CLIENT and will comply with any directions from the CLIENT respecting the access request, or respecting correction and annotation of personal information. STANTEC will, at reasonable times and on reasonable notice, allow the CLIENT to enter its premises and inspect any personal information of the CLIENT's that is in the custody of STANTEC or any of STANTEC's policies or practices relevant to the management of personal information subject to this AGREEMENT.

ENTIRE AGREEMENT: This AGREEMENT constitutes the sole and entire agreement between the CLIENT and STANTEC relating to the PROJECT and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions or warranties, whether express or implied, shall form a part hereof. This AGREEMENT may be amended only by written instrument signed by both the CLIENT and STANTEC. All attachments and Task Orders referred to in this AGREEMENT are incorporated herein by this reference; however, in the event of any conflict between attachments, Task Orders and the terms and conditions of this AGREEMENT, the terms and conditions of this AGREEMENT shall take precedence.

SEVERABILITY: If any term, condition or covenant of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this AGREEMENT shall be binding on the CLIENT and STANTEC.

THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS LIMITATION OF LIABILITY PROVISIONS RESTRICTING RIGHTS FOR THE RECOVERY OF DAMAGES.



A Quotation for		Quotation Information					
Contact: Lori Kearney		Contact: Shaun Bunch					
Alternate: Michelle Medcalf		Phone: 502 341-0565					
Company: Town of Sellersburg		Fax: 866 357-8581					
Address: 316 E Utica St, Sellersburg, IN 47172		Email: sb716f@att.com					
Line #	Description	Quantity	Install	List Price	Current Price	Discounted Price	Proposed Pricing
Current	Centrex	1			\$2,858.76		
	Acct# 8122467030272						
Proposed Options	10 x 10 Mb Managed Internet Service w/ 6 Call Paths						\$684.00
	20 x 20 Mb Managed Internet Service w/ 6 Call Paths						\$820.45
	50 x 50 Mb Managed Internet Service w/ 6 Call Paths						\$1,021.80
Total Install				\$0	Existing Monthly	\$2,858.76	Proposed
							\$2,461.35
Notes: The pricing listed would be for each location and includes your voice. Based upon what we discussed I would go with the 20 x 20 Mb service due to making sure you have enough bandwidth for your camera systems. This also still allows you to be under your price point on what you are spending now.		Thank you for the opportunity to present you with this quote.					



WORD SYSTEMS, INC.

LEADERS IN VOICE AND DATA RECORDING SOLUTIONS

NICE

Premier
Partner

Digital Voice Logging System

Date: 10/13/2017

Prepared For: Sellersburg PD

Prepared By: Janyll Stierwalt 317-501-1192

Qty	Description	Item #	Unit Price	Extended
1	Nice Recording eXpress Standard Features Include: Enhanced Security Features E-mail/SNMP based Alarms Custom Database Fields-CORE API Drivers NTP Support 256-Bit Encryption-Advanced Storage Compression	NIL MD5 Fingerprinting Rules-based Archiving & Backup Network Based Archiving Support Personalized Views & Statistical Reporting Package		
	Nice Inform Essential			
1	Inform Essential Software Package inc. 1 NICE Recording Core Server, MySQL lic and NICE	PS-INFRM-ESNT-SITE-CL	500.0	\$500.00
2	1 Channel Audio Recording license, inc Inform Essential application support (excludes CTD,	PS-INFRM-ESNT-1CH	425.0	\$850.00
1	NICE Inform Essential Reconstruction concurrent user license	PS-INFRM-ESNT-RCON-1CC	1000.0	\$1,000.00
1	Redaction capability within NICE Inform Essential/Lite Reconstruction application, per	PS-INFRM-ESNT-RCON-REDACT-1CC	500.0	\$500.00
	Nice Recording (Capture Boards and Additional Hardware)			
1	Configuration - MySQL license delivery (Required for all new Informs)	RA-PRM-PS-INFRM-MYSQL	\$0.00	\$0.00
1	Analog board package for up to 8 channels (short length PCIe slot required)	RA-PS-NR-ANALOGBT-SHORT	\$1,250.00	\$1,250.00
	Nice Recording Core (Audio Recording Configuration)			
2	Configuration of NICE Recording Channels on Core License	RA-PRM-PS-NR-1CH	\$0.00	\$0.00
	Nice Software Assurance			
1	Nice Software Assurance First Year (Required)	RA-PS-MAIN-NICE-IND-STD		\$287.00
	Additional Hardware / Software			
1	HP Z240 Workstation (500GB, WIN 7 Pro; for Inform Essential Workstation-Grade only) (Up to 32 channels of TDM or 100 VoIP channels as Inform Essential logger or as an Inform Client Workstation. Will accept (1) full-length and (1) half-length capture board)	HP-Z240	\$1,799.00	\$1,799.00
	Accessories			
1	External USB Systems Image Drive (Include one with each server)	WSI-SYSIMAGE	\$125.00	\$125.00
			Sub-Total	\$6,311.00
	Professional Services			
	Installation and training	INST		\$2,665.00
0	Pre-Paid Four Year Extended Warranty Coverage = Total of Five years warranty	PLUS-4-TSA	\$3,534.00	\$0.00
0	Pre-Paid Three Year Extended Warranty Coverage = Total of Four years warranty	PLUS-3-TSA	\$3,029.00	\$0.00
0	Pre-Paid Two Year Extended Warranty Coverage = Total of Three years warranty	PLUS-2-TSA	\$2,272.00	\$0.00
0	Pre-Paid One Year Extended Warranty Coverage = Total of Two years warranty	PLUS-1-TSA	\$1,262.00	\$0.00
			Order Total	\$8,976.00
	Lease Information			
	For Estimated Third Party Lease payments for this proposal see Leasing Options Tab	Initial here if electing lease	<input type="checkbox"/>	\$2,845.32
	Terms and Conditions			
A	Please see Exhibit A for sample Statement of Work -To be reviewed at Pre-installation meeting.			
B	Please see Exhibit B for Technical Services Agreement.			
C	Optional Customer Provided Capture PC/Server Minimum specs on Exhibit C.			
D	DELIVERY: Please allow estimated 30-60 days from date of written purchase order (or date of first payment when applicable) for delivery.			
E	Warranty on the equipment will start after installation is complete, or 90 days after acknowledgement from customer to order equipment and/or licenses via 50% deposit or special request, whichever is earliest.			
F	Custom equipment orders may not be returned. Stock merchandise and accessories may be returned if in the original packaging provided a restocking fee of not less than twenty-five percent (25%) or such greater restocking fee as determined by WSI's supplier is paid by customer.			
G	This quote does not include State and Local taxes. Customer to provide tax exempt certificate or taxes will be added to the invoice.			
H	Payment terms; 50% with order, 50% upon system installation.			
I	This price list together with all of its Exhibit and license terms and conditions from the software manufacturer, which are hereby incorporated by reference, constitutes the entire agreement with respect to its subject matter. No inconsistent or additional terms submitted by Customer in any purchase order or similar document will be binding on WSI.			
J	Please mail purchase orders to Word Systems, 9225 Harrison Park Court Indianapolis, IN 46216 or FAX-317-544-2192			
K	QUOTATION IS VALID FOR 90 DAYS			
	Approved By <i>Paul J. Ghera</i>	PO#		
	Title <i>Tawn Couvill PRESIDENT</i>	Date <i>23 Oct 17</i>		

OUTSOURCING SERVICES AGREEMENT (Revised 10.23.17)

Thank you for the opportunity to assist Town of Sellersburg(hereinafter, "Client") with your human resource needs. This agreement will explain the terms and conditions of our services and revises the agreement dated June 19, 2017 for HR Outsourcing Services only.

HR Affiliates, LLC ("HR Affiliates") is a full service human resources solutions firm who can:

- Assess your needs.
- Give you flexibility to select the Human Resource services that best fit your company's needs.
- Partner with your organization to handle a full range of transactional, operational, and strategic HR functions.
- Be there each step of the way as your business grows providing ongoing consultations to ensure your needs are met.

SERVICE TYPE: HR Outsourcing Services (Effective 10.23.17)

FEE: Client shall pay HR Affiliates a fee comprised of an amount equal to **\$1875.00** per **Month** for up to 15 hours of services as described in Attachment "A." Any additional hours above 15 per month or work requested by Client outside of the agreed upon scope of work listed in Attachment "A" will be billed at a rate of \$125.00 per hour plus any travel and administrative expenses. Client shall reimburse HR Affiliates for service such as, but not limited to, background checks, drug screens, where the services of an outside provider are necessary. Client shall reimburse HR Affiliates for services not contemplated by this Agreement which may be required by Client at a rate to be agreed upon, in advance, by both parties.

CLIENT REMAINS THE RIGHT TO TERMINATE THE AGREEMENT AT ANYTIME WITHOUT PENALTY
PAYMENT SCHEDULE: HR Affiliates will invoice electronically by email per the billing frequency schedule listed below. Client will complete an ACH form in order to authorize the direct debit of its bank account for all service fees and expenses. HR Affiliates reserves the right, at its option, to discontinue any extension of credit. Client shall remain responsible for the payment of all applicable federal or state sales or use taxes, or related levies, attributable to the services rendered hereunder. For services that include payroll and payroll tax processing and filing, Client authorizes the direct debit of its bank account to pay the approved payroll, commissions, employment taxes, service fees and related expenses due. The direct debit of the Client's bank account will occur prior to each payroll date of Client. Late charges may be assessed on any unpaid balances at the rate of 1.5 % per month (Annual Percentage Rate of 18%) or the maximum legal rate, whichever is higher. In the event HR Affiliates incurs any collection costs to enforce its rights, the Client shall be responsible for such costs including reasonable attorney fees.

BILLING FREQUENCY:

Monthly: Invoices will be emailed the last day of the month and due the 1st first of each month. Partial month's service will be prorated. If the first of the month falls on a weekend or holiday, the debit will occur on the next business day.

REVIEWS: HR Affiliates will conduct quarterly and annual reviews with Client. These reviews will address HR Affiliates allocation of time, Client satisfaction with contracted services and whether additional services are recommended or requested. Client understands that HR Affiliates has relied upon information provided by Client to determine the amount of time required and fees to perform the services. During the reviews, Client and HR Affiliates agree that if more time was spent than anticipated, revised fees will be discussed.

Client acknowledges receipt and agreement to the HR Affiliates Terms and Conditions as may be amended from time to time. This Agreement and the HR Affiliates Terms and Conditions represent the entire agreements between the parties and supersede any prior understandings or agreements, whether written or oral, between the parties respecting the subject matter herein.

We look forward to providing you with human resource services that help achieve your company goals.

THIS AGREEMENT is duly executed this 23rd day of October, 2017

Town of Sellersburg

HR Affiliates, LLC

Signed By:

Paul J. Rhodes

Print Name: Click here to enter text.

Paul J. Rhodes

Title: Click here to enter text.

President

Address: Click here to enter text.

316 E. Utica St.

Phone No: Click here to enter text.

812-246-3821x38

A/P Contact: Click here to enter text.

Michelle Medcalf

A/P Email: Click here to enter text.

mmedcalf@sellersburg.org

Signed By:

Blair Gordon

Print Name: Blair Gordon

Title: Managing Member

ATTACHMENT A

SCOPE OF WORK: Provide ongoing HR support outlined in our scope of Outsourcing Services.

PROJECT DELIVERABLES:

BENEFITS ADMINISTRATION (HEALTH & WELFARE)

- Provide consulting and guidance on benefits design and renewal process
- Partner with Brokers and Third Party Administrators (TPAs) to oversee benefit implementation and maintenance
- Provide expertise and guidance on benefits compliance:
 - Identify compliance needs
 - Establish action items to meet ERISA, ACA, and other compliance guidelines
 - Work with vendor partners/TPAs as needed for required compliance documents and filings (*Please note we do not provide ERISA, ACA or IRS legal documents or filings*)
- Provide benefit administration:
 - Explain benefit options to new hires
 - Notify employees of eligibility and collect their enrollments; process enrollments with vendors/providers
 - Basic administrative maintenance for online group accounts, i.e. name changes and terminations
 - Basic employee assistance such as reordering insurance cards and answering benefits questions
- Reconcile monthly benefit invoices
- Administer FMLA and similar leave
- Establish COBRA administration procedures with your provider or COBRA administrator
- Submit workers compensation information to carrier and coordinate return to work programs
- Provide basic reports: census, deductions, waiver

EMPLOYEE RELATIONS

- Provide coaching, counseling, corrective actions and workplace investigations
- Assist in initial response to EEOC claims
- Provide basic unemployment claims management
- Engage and work with your employment attorney when needed

Client Initials: _____ Date: _____

ATTACHMENT A Continued

COMPENSATION

- Consult, review and make recommendations on pay and pay grades/ranges
- Provide market analysis for up to 5 positions per year

HR COMPLIANCE & TRAINING

- Annual review of Employee Handbook
- Create, revise, update HR operating policies and procedures
- Provide consulting and guidance for state and federal compliance policies (workplace violence, EEO, sexual harassment, etc.)
- FLSA compliance and recommendations
- Initial audit of required DOL posters and notifications of poster updates
- File EEO-1 report
- Provide HR 101, interviewing/hiring best practices, and annual employee harassment prevention training

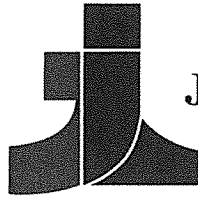
TALENT MANAGEMENT

- Applicant Tracking System (ATS) review, consultation and implementation assistance
- Provide recruitment and retention strategies
- Create job descriptions and interview questions
- Job posting recommendations and assist in posting jobs online to client paid or pre-approved job boards
- Implement, develop, and maintain the new hire onboarding process

PERFORMANCE MANAGEMENT

- Consult on design and implementation of performance review process, training and coaching on process

Client Initials: _____ Date: _____



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

**CURRENT PROJECTS
STATUS REPORT**

October 23, 2017

Shirley Avenue & Prather Lane

We attended the Community Crossing Grant meeting last week and reviewed the schedule and procedures for utilizing the grant funds. Based on the meeting, we anticipate opening bids at the December Town Council meeting and expect construction to begin in February.

St. Joe Road East & Allentown Road Paving

Both of these projects have anticipated bid dates at the December Town Council meeting with expected construction start dates when weather allows in late March or early April.

W. Utica Street Culvert Replacement

Bids were opened at the last Town Council Meeting and have been awarded to AllTerrain Paving for \$98,450. Contracts have been signed and the contractor has been issued a notice of award. Construction is expected to begin in approximately 30 days.

Charlestown Road Water & Sewer Relocations

Bids were opened at the last Town Council Meeting and have been awarded to RCI for \$135,539.25. We are working with Clark County to confirm right-of-way acquisition for the project before relocation of utilities can begin. A notice to proceed will be issued once the County has identified that right-of-way is in place.

Hill N' Dale & I-65 Water Line Relocation

Bids to be opened at the meeting tonight.

Butler Road

The property to the south of Butler Road has been sold. JTL is finalizing the agreed upon easement along the adjacent property. The easement plat and description will be finalized and presented to the property owner in the upcoming weeks.

SR 403 Water Line Relocation

Amendment to original JTL Work Order to address inspection services during construction of project. This work was included in the overall budget for the INDOT reimbursable project.

1829 E. Spring Street, Suite 201
New Albany, IN 47150
812-945-9585
812-945-6656 Fax

124 Bell Ave
Clarksville, IN 47129
812-945-9585
812-945-6656 Fax

1060 N. Capitol Avenue, Ste E360
Indianapolis, IN 46204
317-829-3474
317-829-3473 Fax

1400 South 1st Street
Louisville, KY 40208
502-583-5994
502-583-7321 Fax

New Albany, IN • Clarksville, IN • Indianapolis, IN • Louisville, KY

www.jtleng.com

JOB NO. 17103

BID OPENING October 23, 2017

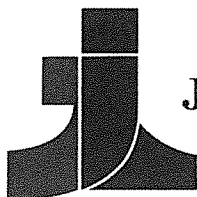
JOB TITLE Hill N Dale I-65 Water Line Relocation

JOB SPONSOR Sellersburg Town Council

BIDDERS

Allterrain	Clark Nickles	Dan Cristiani Excavating	Dave O'Mara	DPC Construction	Excel Excavating
		349,995. ⁰⁰			

Infrastructure Systems	Lawyers Excavation	RCI Contracting	Synder Construction		
204,434. ⁰⁰					



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

DATE: October 23, 2017
PROJECT: SR 403 Water Line Relocation
OWNER: Town of Sellersburg
Original Contract Date: August 8, 2016, Work Order 2016-4
Original Contract Amount: \$35,000 Engineering Design, Surveying & Geotechnical Services

This amendment covers the construction administration and inspection services that were performed for the project and included in the original budget submitted to INDOT.

ENGINEER'S RECOMMENDATION:

Jacobi, Toombs & Lanz, Inc. would request that the Town approve the budget line item of Construction Engineering/Inspection Services for the amount of \$60,000.

PROPOSED AMENDMENT TO CONTRACT:

Original Construction Engineering & Inspection Services Budget:	\$35,000
Proposed increase by this Amendment:	\$60,000
New Contract Sum including this Amendment:	\$95,000

Anticipated Construction Completion Date: 2017

If the proposed amendment is acceptable, please sign below to authorize us to complete this project as identified.

Note: All other provisions of the original work order remain unchanged.

OWNER:

Sellersburg Town Council
Sellersburg, Indiana
316 E. Utica St.
Sellersburg, Indiana 47172

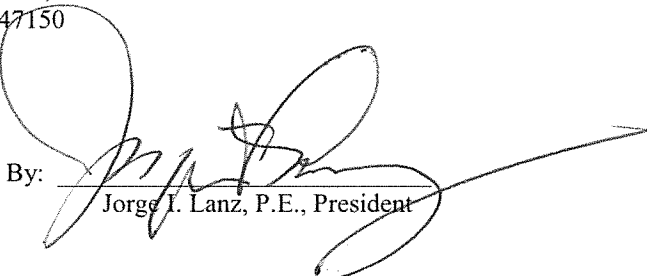
CONSULTANT:

Jacobi, Toombs, and Lanz, Inc.
1829 E. Spring Street, Suite 201
New Albany, IN 47150
(812) 945-9585

By:


Paul Rhodes, President

By:


Jorge I. Lanz, P.E., President

Or

By

Printed Name

Authorized Representative

1829 E. Spring Street, Suite 201
New Albany, IN 47150
812-945-9585
812-945-6656 Fax

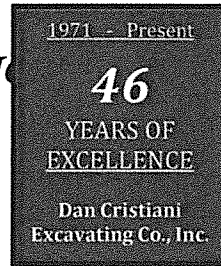
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317-829-3474
317-829-3473 Fax

1400 South 1st Street
Louisville, KY 40208
502-583-5994
502-583-7321 Fax



DAN CRISTIANI EXCAVATING CO., INC.
1221 Old Hwy. 31E
P. O. Box 2427
Clarksville, IN 47131-2427
PHONE (812) 282-9866 Fax (812) 282-9908



PROPOSAL

To: Town of Sellersburg
Attn: Lori Kearney
Date: October 11, 2017
JOBSITE: Curb inlets

Proposal to repair curb inlets at Covered Bridge and the Willows of Covered Bridge as described below.
Following addresses were observed and in need of repairing.

12908 Covered Bridge	12302 Greenbriar
13008 Covered Bridge	12120 Greenbriar
12102 Bridgeway Court	12301 Vardon Vista
12104 Eagle Knoll- Greenbriar	

Description:

Furnish equipment and labor
Remove curb casting and remove misc blocks and shims
Form inside of curb inlet and pour concrete riser
Reset curb casting
Pour concrete curb as needed to create flow to curb inlet
Patch and street asphalt with concrete patching

\$ 1650.00 each as selected by Town

Excludes: No permits or bonds No asphalt patching
 No asphalt patching No relocating sump pumps if in conflict

Acceptance to constitute a contract between us. This bid to hold for a period of 30 days from date. Terms: Net 15 days following date of invoice.

DAN CRISTIANI EXCAVATING CO., INC.

ACCEPTED

BY Dale Graf

BY Baule G. G. G.

DATE 23 Oct 17

J:\ESTIMATES\2017 ESTIMATES\DG. TOWN OF SELLERSBURG proposal .docx

Equal Opportunity Employer