

November 2022  
Extraordinary Agreement  
Work by Utility

**INDIANA DEPARTMENT OF TRANSPORTATION  
HIGHWAY UTILITY AGREEMENT**

Agreement Amount: \$227,000.89 Des No: 1700111

Agreement Type: Extraordinary cost Project No: 1700111

Road: US 31 County: Clark

This Agreement, made and entered into, by And between

Town of Sellersburg

316 E. Utica, PO Box 85

Sellersburg, IN 47172

(hereinafter referred to as the Utility,) and the State of Indiana, through the INDIANA DEPARTMENT OF TRANSPORTATION, (hereinafter referred to as INDOT).

**WITNESSETH:**

**WHEREAS**, INDOT desires to replace the pavement on US 31 through Sellersburg as referenced by the Des No. and Project No. given above (hereinafter referred to as the “project”); and

**WHEREAS**, INDOT has determined that a portion of the Utility’s relocation cost is eligible for reimbursement by INDOT pursuant to I.C. 8-23-2-6 (a) (15) (A);

**WHEREAS**, due to said highway construction certain adjustments, removals, alterations, and/or relocations of the existing facilities of the Utility will have to be made as shown on the plan marked Exhibit “A” attached hereto and incorporated by reference;

**WHEREAS**, INDOT will recommend approval of this project, if applicable, to the Federal Highway Administration for construction with funds apportioned to INDOT under Title 23, United States Code and Acts amendatory thereof and supplementary thereto;

**WHEREAS**, it is necessary for the parties hereto to comply with the applicable terms and provisions of the Federal-Aid Policy Guide (hereinafter called the Policy Guide and available at <http://www.fhwa.dot.gov/legsregs/directives/cfr23toc.htm> on the FHWA website) and 23 CFR 645 Subpart A, which is hereby incorporated by reference, in order to receive reimbursement;

*Approved 6/24/2024 TC Meeting*

**WHEREAS**, it is in the best interest of the Utility and INDOT for the Utility to make the necessary adjustments, removals, alterations, and/or relocations of its existing facilities as shown on said Exhibit "A" with the Utility's regular construction and maintenance forces, or by a contractor paid under a contract let by the Utility with the approval of INDOT as provided for under 23 CFR 645.115.

**NOW, THEREFORE**, in consideration of the premises and the mutual agreements and covenants herein contained (the adequacy of which considerations as to each of the parties to this agreement is hereby mutually acknowledge), and other good and valuable considerations, the receipt of which is hereby acknowledged and intending to be legally bound, the parties hereby covenant and agree as follows:

### **SECTION 1 – DESCRIPTION OF WORK AND ITEMIZED COST ESTIMATE**

The Utility shall: relocate the sanitary sewer to avoid conflicts with the INDOT pavement replacement project.

The Utility shall make the necessary adjustments, removals, alterations and/or relocations to its existing facilities as shown in Exhibit "A", attached hereto and incorporated by reference in the following manner: **[Check the following that applies]**

- With its regular construction or maintenance crew and personnel at its standard schedule of wages and working hours.
- By an approved contractor, as set forth in 23 CFR 645.109 and/or 645.115.

The preliminary itemized cost estimate for this project is set forth in attached exhibit "B", incorporated by reference, and prepared in accordance to the Policy Guide.

Exhibit "B" shall include an itemized estimate of all anticipated cost, including, but not limited to, materials, labor, equipment cost, and/or contracted services. Each item shall be shown as a 'per unit' cost.

### **SECTION 2 – WORK COMMENCEMENT**

The Utility shall not start work on the adjustments, removals, alterations and/or relocations covered by this Agreement until written authorization has been given the Utility by INDOT nor until a satisfactory starting date has been established with the appropriate District Utility Engineer.

### SECTION 3 – SUBORDINATION OF RIGHTS

**[Check the following that applies]**

The existing facilities are located on public right-of-way.

The existing facilities are not located on public right-of-way

If such facilities are located on property, other than public right-of-way, and the Utility either has an easement thereon or a continuing right to maintain the facilities in that location, the Utility, for and in consideration of this Agreement, shall subordinate the Utility's rights herein to those of the INDOT in the highway right-of-way by executing a subordination Agreement.

### SECTION 4 – MATERIAL ALTERATIONS DUE TO CHANGED AND UNFORESEEN CIRCUMSTANCES

The Utility shall modify its facilities in accordance with the plans, specifications, and estimates shown in Exhibits "A" and "B". No work shall be performed by the Utility beyond the scope contemplated by Exhibits "A" and "B" without prior written authorization by INDOT.

In the event there are changes in the scope of work, extra work, or major change in the planned work covered by the approved agreement, plans, and estimate the Utility shall inform INDOT as soon as practical upon discovery. The Utility shall also notify INDOT of any material alterations due to unforeseen circumstances as soon as practical upon discovery. Such notification shall consist of a letter, telephone call, or other electronic communication confirmed by letter to the following address:

Indiana Department of Transportation  
C. William Read II, PE  
Utility and Railroad Engineer  
INDOT, Seymour District  
185 Agrico Lane  
Seymour, IN 27274

Said communication shall include sufficient information to indicate the nature of the changed or unforeseen circumstances, the location of the changed or unforeseen circumstances, and the impact of the changed or unforeseen circumstances upon the Utility's relocation efforts, cost of the relocation, the time necessary to complete the relocation, and the extent of relocation.

### SECTION 5 – REIMBURSEMENT

INDOT shall reimburse the Utility for one hundred percent (100%) of the cost of relocation minus betterment (as described below) that is in excess of the smaller of the following amounts:

- a) Ten percent (10%) of the total operating revenue received by the Utility during the Utility's most recent fiscal year; or

b) Fifty percent (50%) of the total estimated cost of the INDOT's construction project.

The estimated cost of relocation is \$745,620.00 (See Exhibit "B" for an itemization.) The Utility represents that the total operating revenue received by the Utility during the utility's most recent fiscal year was \$5,186,191.06. The estimated cost of betterment to the utility's facilities is \$0.00. The total estimated cost of INDOT's construction project is \$13,917,236.12. Therefore the estimated amount of the Utility's cost of relocation to be reimbursed by INDOT is \$227,000.89. The Utility understands that INDOT will not reimburse the Utility for the cost of the betterment.

## **SECTION 6– PAYMENTS**

All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Utility in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this agreement except as permitted by IC 4-13-2-20.

After the Utility's cost of relocation has exceeded the smaller of the amounts contained in Section 5, the Utility may submit one invoice per calendar month for the work covered by this agreement. INDOT shall reimburse the Utility for actual cost of the work completed upon presentation of a valid invoice (minus betterment).

The Utility shall attach an itemization of cost incurred with each invoice. This itemization of cost shall appear in the same form and manner as the preliminary estimate as shown on Exhibit "B".

Within forty-five (45) days after receipt of an invoice from the Utility and the approval thereof by INDOT, INDOT will reimburse the Utility for its actual expenses. If INDOT does not agree with the amount invoiced by the Utility, INDOT will send the Utility a letter by regular mail and list the differences. The letter will be sent to the Utility's address as shown on page 1 of this agreement, or such subsequent address that the Utility may give to INDOT's authorized representative.

Making a partial payment shall not abrogate INDOT's right to dispute in good faith the Utility's claim for compensation. Such good faith disputes shall be resolved upon presentation of the Utility's final contract invoice and the resolution of any audit performed according to Section 9 of this Agreement.

## **SECTION 7 – COST INCREASES**

An invoice that increases the total invoiced project cost above the amount shown in Exhibit "B" shall not be approved until INDOT has issued another purchase order or an advice of change (AC) order to cover the increased cost of relocation. If the invoice causes the total invoiced project cost to exceed the amount shown in Exhibit "B" by more than 10%, the invoice shall not be approved until the Utility submits a revised estimate and justification for the additional cost of relocation. The Utility acknowledges that until the above conditions are met, INDOT may return

any invoice submitted by the Utility that when totaled with previous invoices paid (or to be paid) by INDOT, exceeds the amount shown in Exhibit "B" by more than 10%.

INDOT shall make every effort to expedite the payment of any approved cost increase above the amount originally agreed upon.

#### **SECTION 8 – FINAL BILL**

The utility shall present its final itemized cumulative invoice within ninety (90) days of completion of its work. All documents required to substantiate any claims for payment shall be submitted with this final invoice. Such supporting documentation shall include, but shall not be limited to, copies of material invoices, time sheets, vendor and/or contractor invoices and other such documents as may be deemed necessary by INDOT to support such invoice.

#### **SECTION 9 – RECORDS**

The accounts and records of the Utility and any contractor or subcontractor involved in carrying out the proposed work shall be kept in such manner that they may be readily audited and actual cost determined, and such accounts shall be available for audit by auditors of INDOT, and the Federal Highway Administration for a period of not less than three (3) years from the date final payment has been received by the Utility in accordance with 23 CFR 645.117.

Upon completion of the Utility's work, the INDOT's Division of Accounting and Control may audit the Utility's records to determine the cost of relocation. Such audit shall be in accordance with generally accepted auditing standards and the appropriate cost principles as set forth in 48 CFR part 31.

Final payment shall be in accordance with INDOT's resolution of the final audit. If additional money is due the Utility, INDOT shall make payment to the Utility within forty-five (45) days after the audit resolution is approved by INDOT's Division of Accounting and Control. If the audit resolution shows that the Utility has been overpaid, INDOT shall bill the Utility for such overpayment and provide supporting documentation. The Utility shall pay INDOT within forty-five (45) days after receipt of such bill. If the Utility has not paid such bill within forty-five (45) days, the INDOT may offset such amount against claims that the Utility has against INDOT.

#### **SECTION 10 – BINDING UPON SUCCESSORS OR ASSIGNS**

This Agreement shall be binding upon the parties and their successors and assigns.

#### **SECTION 11 – GENERAL LIABILITY PROVISIONS**

The Utility for itself, its employees, agents and representatives, shall indemnify, protect and save harmless the Indiana Department of Transportation, and the State of Indiana from and against any and all legal liabilities and other expenses, claims, cost, losses, suits or judgments for damages, or injuries to or death of persons or damage to or destruction of property (hereafter "Claim"), arising out of intentional tortious acts or whether due in whole or in part to the negligent acts or omissions of the Utility, its employees or agents or contractors, in relation to or in

connection with any work performed or to be performed pursuant to this agreement, provided however, that where the State has been found liable by a court, tribunal or governing body entitled to make such a determination for intentional tortious acts and/or negligence with respect to the occurrence or occurrences giving rise to the Claim, the Utility shall have no duty to indemnify, protect, or save harmless either the Department of Transportation or the State.

#### **SECTION 12 – INCORPORATION OF THE UTILITY POLICY GUIDE**

The Policy Guide forms an essential part of this Agreement, and the terms or provisions of this Agreement in no way abrogate or supersede the terms or provisions set forth in said Policy Guide.

#### **SECTION 13 – PENALTIES/INTEREST/ATTORNEY’S FEES**

INDOT will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, and/or attorney’s fees, except as required by Indiana law.

#### **SECTION 14 – COMPLIANCE WITH LAWS; APPLICABLE LAW**

The UTILITY agrees to comply with all federal, state and local laws, rules, regulations, or ordinances that are applicable at the time the UTILITY's services pursuant to this agreement are rendered, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any Indiana or federal statute or the promulgation of regulations there under after execution of this agreement shall be reviewed by the Office of the Indiana Attorney General and the UTILITY to determine whether the provisions of this agreement require formal amendment.

This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

#### **SECTION 15 – COMPLIANCE WITH TELEPHONE SOLICITATIONS ACT**

As required by IC 5-22-3-7:

- (1) the UTILITY and any principals of the UTILITY certify that
  - (A) the UTILITY, except for de minimis and nonsystematic violations, has not violated the terms of
    - (i) IC 24-4.7 [Telephone Solicitation Of Consumers],
    - (ii) IC 24-5-12 [Telephone Solicitations] , or
    - (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
  - (B) the UTILITY will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

- (2) The UTILITY and any principals of the UTILITY certify that an affiliate or principal of the UTILITY and any agent acting on behalf of the UTILITY or on behalf of an affiliate or principal of the UTILITY:
- (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
  - (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

#### **SECTION 16 – CONFLICT OF INTEREST**

A. As used in this section:

“Immediate family” means the spouse and the unemancipated children of an individual.

“Interested party,” means:

1. The individual executing this Agreement;
2. An individual who has an interest of three percent (3%) or more of the Utility, if the Utility is not an individual; or
3. Any member of the immediate family of an individual specified under subdivision 1 or 2.

“Commission” means the State Ethics Commission.

- B. INDOT may cancel this Agreement without recourse by the Utility if any interested party is an employee of the State of Indiana.
- C. INDOT will not exercise its right of cancellation under section B, above, if the Utility gives INDOT an opinion by the Commission indicating that the existence of this Agreement and the employment by the State of Indiana of the interested party does not violate any statute or code relating to ethical conduct of INDOT employees. INDOT may take action, including cancellation of this Agreement, consistent with an opinion of the Commission obtained under this section.
- D. The UTILITY has an affirmative obligation under this Agreement to disclose to INDOT when an interested party is or becomes an employee of the State of Indiana. The obligation under this section extends only to those facts that the Utility knows or reasonably could know.

#### **SECTION 17 – DRUG-FREE WORKPLACE CERTIFICATION**

The UTILITY hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Utility will give written notice to INDOT and the Indiana Department of Administration within ten (10) days after receiving actual notice that the Utility or an employee of the UTILITY has been convicted of a criminal drug violation occurring in the UTILITY’s workplace.

False certification or violation of the certification may result in sanctions including, but not limited to, suspension of agreement payments, termination of this Agreement and/or debarment of agreement opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total agreement amount set forth in this Agreement is in excess of \$25,000.00, the UTILITY hereby further agrees that this agreement is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts and grants from the State of Indiana in excess of \$25,000.00. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Utility and made a part of the contract or agreement as part of the contract documents.

The Utility certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Utility's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

B. Establishing a drug-free awareness program to inform it's employees of (1) the dangers of drug abuse in the workplace; (2) the Utility's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Utility of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

D. Notifying in writing INDOT within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

**SECTION 18 – FUNDING CANCELLATION CLAUSE**



When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of an agreement, the agreement shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

## **SECTION 19 – NON-DISCRIMINATION**

- A. Pursuant to I.C. 22-9-1-10, the Utility and its Contractor and subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this agreement.
- B. The UTILITY understands that INDOT is a recipient of federal funds. Pursuant to that understanding, the UTILITY and its Contractor and subcontractors, if any, agree that if the UTILITY employs fifty (50) or more employees and does at least \$50,000.00 worth of business with INDOT and is not exempt, the UTILITY will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The UTILITY shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of this agreement.

## **SECTION 20 – DEBARMENT AND SUSPENSION**

The UTILITY certifies, by entering into this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this agreement by any federal agency or department agency or political subdivision of the State of Indiana. The term “principal” for the purposes of this agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the UTILITY.

## **SECTION 21 – CERTIFICATION FOR FEDERAL-AID CONTRACTS LOBBYING ACTIVITIES**

The UTILITY certifies, by signing and submitting this Contract, to the best of its knowledge and belief that the UTILITY has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding

of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Contract, grant, loan, or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The UTILITY also agrees by signing this agreement that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

#### **SECTION 22 — APPROVAL OF ATTORNEY-GENERAL**

This Agreement shall not be effective unless and until it is approved by the Attorney General of Indiana or an authorized representative, as to form and legality

#### **SECTION 23 – ETHICS**

The Utility and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 *et seq.*, the regulations promulgated hereunder, and Executive Order 05-12, dated January 12, 2005. If the Utility is not familiar with these ethical requirements, the Utility should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <https://www.in.gov/ig/commission/>.

If the Utility or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this contract immediately upon notice to the Utility. In addition, the Utility may be subject to penalties under Indiana Code § 4-2-6-12.

#### **SECTION 24 – EMPLOYMENT ELIGIBILITY VERIFICATION**

The Utility affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The Utility shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The Utility is not required to participate should the E-Verify program cease to exist. Additionally, the Utility is not required to participate if the Utility is self-employed and does not employ any employees.

The Utility shall not knowingly employ or contract with an unauthorized alien. The Utility shall not retain an employee or contract with a person that the Utility subsequently learns is an unauthorized alien.

The Utility shall require his/her/its subcontractors, who perform work under this contract, to certify to the Utility that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Utility agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the Utility fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

#### **SECTION 25 – NON-COLUSION**

The undersigned attests, subject to the penalties for perjury, that he/she is the Utility, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the Utility, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face of this Agreement.

#### **SECTION 26 – BUILD AMERICA, BUY AMERICA ACT**

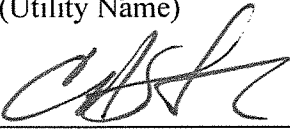
The Utility agrees that all steel, iron, manufactured products and construction material permanently incorporated into the project and used under this agreement will be produced and manufactured in the United States of America pursuant to the requirements of 23 CFR 635.410 and Infrastructure Investment and Jobs Act (IIJA, Public Law 117-58, Title IX-Build America, Buy America, div. G §§ 70901-52) on November 15, 2021, and Federal Memorandum M-22-11.

[The remainder of this page intentionally left blank]

IN WITNESS HEREOF, the parties hereto separately and severally have caused this instrument to be executed in their respective names by and through their duly authorized officers.

**THE UTILITY:**

Sellersburg Waste Water  
(Utility Name)

  
(Signature of Officer)

6/25/24  
Date

Charles Smith  
(Officer's Name, Printed or typed)

Town Manager  
(Officer's Position)

I understand and agree that by electronically signing and submitting this Contract electronically I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:  
[https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI\\_CUSTOM\\_APPS.SOI\\_PUBLIC\\_CNTR](https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTR)  
[CTS.GBL](#)

**The State of Indiana**

By the Indiana Department of Transportation

By:

\_\_\_\_\_  
Samantha Anderson  
Statewide Director of Utilities and Railroads  
Capitol Program Management  
For: Michael J. Smith  
Commissioner

\_\_\_\_\_  
Date

APPROVED AS TO LEGALITY AND FORM:

\_\_\_\_\_  
Theodore E. Rokita, Attorney General of Indiana

\_\_\_\_\_  
Date Approved

# CONSTRUCTION PLANS FOR US 31 UTILITY RELOCATION INDOT WORK PLANS SELLERSBURG, INDIANA

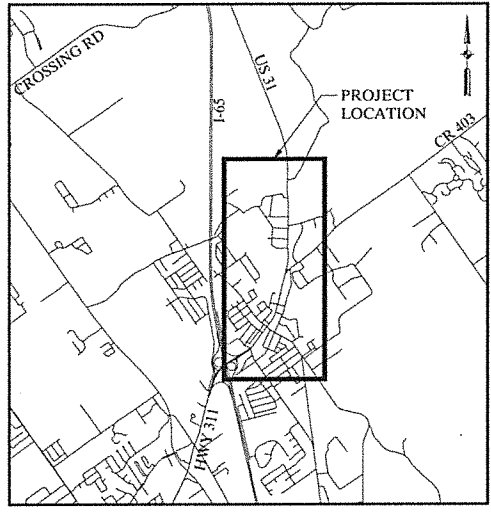
Jacobs, Tombs & Lanz, Inc.  
Consulting Engineers & Land Surveyors  
1015 North Main Street, Suite 200  
Sellersburg, Indiana 47172  
(317) 246-8821

TOWN OF SELLERSBURG  
316 E UTICA STREET  
SELLERSBURG, INDIANA 47172  
(317) 246-8821

WORK PLAN - SCHEMATIC DESIGN

US 31 UTILITY RELOCATION  
INDOT WORK PLANS  
SELLERSBURG, INDIANA

COVER



LOCATION MAP  
SCALE=2000'

INDEX OF DRAWINGS	
SHEET NUMBER	SHEET TITLE
1	COVER
2	PLAN SHEET STA. 429+50 TO STA. 435+50
3	PROFILE SHEET STA. 429+50 TO STA. 435+50
4	PLAN SHEET STA. 435+50 TO STA. 441+50
5	PROFILE SHEET STA. 435+50 TO STA. 441+50
6	PLAN SHEET STA. 441+50 TO STA. 447+50
7	PROFILE SHEET STA. 441+50 TO STA. 447+50
8	PLAN SHEET STA. 447+50 TO STA. 453+50
9	PROFILE SHEET STA. 447+50 TO STA. 453+50
10	PLAN SHEET STA. 453+50 TO STA. 459+50
11	PROFILE SHEET STA. 453+50 TO STA. 459+50
12	PLAN SHEET STA. 459+50 TO STA. 465+50
13	PROFILE SHEET STA. 459+50 TO STA. 465+50
14	PLAN SHEET STA. 465+50 TO STA. 471+50
15	PROFILE SHEET STA. 465+50 TO STA. 471+50
16	PLAN SHEET STA. 471+50 TO STA. 477+50
17	PROFILE SHEET STA. 471+50 TO STA. 477+50

UTILITY CONFLICT LEGEND	
	Existing Water Lines
	Existing Sanitary Lines
	Water Utility Relocation
	Sanitary Utility Relocation
	Sanitary Utility Relocation
	Lateral Replacement

- GENERAL NOTES**
- SEWER, WATER, AND SERVICE LINES ARE BASED ON BEST AVAILABLE INFORMATION. FIELD LOCATION IS REQUIRED.
  - SAFELDAGING SHALL BE DEFINED AS FILLING THE PIPE WITH LOW STRENGTH SLURRY GROUT.

**UTILITY NOTE**

CAUTION: THERE MAY BE EXISTING UNDERGROUND UTILITIES FOR WHICH THERE IS NO ABOVE GROUND EVIDENCE OR FOR WHICH NO ABOVE GROUND EVIDENCE WAS OBSERVED. THE EXACT LOCATIONS OF ALL EXISTING UNDERGROUND UTILITIES SHOULD BE VERIFIED BY THE CONTRACTOR PRIOR TO ANY AND ALL CONSTRUCTION. PER INDIANA STATE LAW (16-48-1180), IT IS AGAINST THE LAW TO EXCAVATE WITHOUT NOTIFYING THE UNDERGROUND LOCATION SERVICE TWO (2) WORKING DAYS BEFORE COMMENCING WORK.



NOT FOR  
CONSTRUCTION





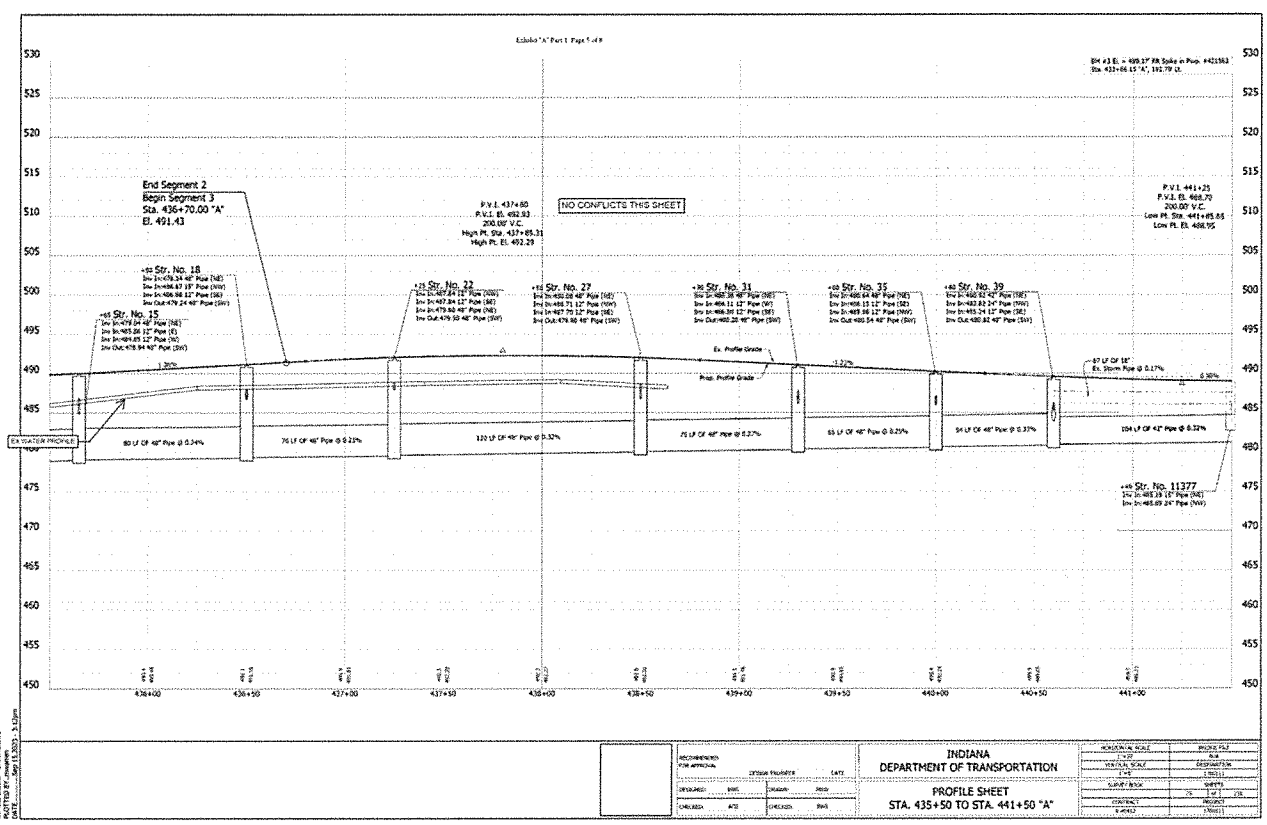




DATE: 08/14/2013 10:43:33 AM

PROJECT: US 31 UTILITY RELOCATION - SELLERSBURG, INDIANA

DESIGNER: JACOBUS, TROIMBS & LENZ, INC.



DIRECTOR: JACOBUS, TROIMBS & LENZ, INC.  
 PROJECT MANAGER: JACOBUS, TROIMBS & LENZ, INC.  
 DESIGNER: JACOBUS, TROIMBS & LENZ, INC.  
 DATE: 08/14/2013 10:43:33 AM

APPROVED:	DESIGNER:	CHECKED:	DATE:
DATE:	DATE:	DATE:	DATE:
SCALE:	SCALE:	SCALE:	SCALE:

INDIANA  
 DEPARTMENT OF TRANSPORTATION  
 PROFILE SHEET  
 STA. 435+50 TO STA. 441+50 "A"

REVISION	DATE	BY	DESCRIPTION

WORK PLAN - SCHEMATIC DESIGN

US 31 UTILITY RELOCATION  
 INDIAN WORK PLANS  
 SELLERSBURG, INDIANA  
 PROFILE SHEET STA. 435+50 TO STA. 441+50

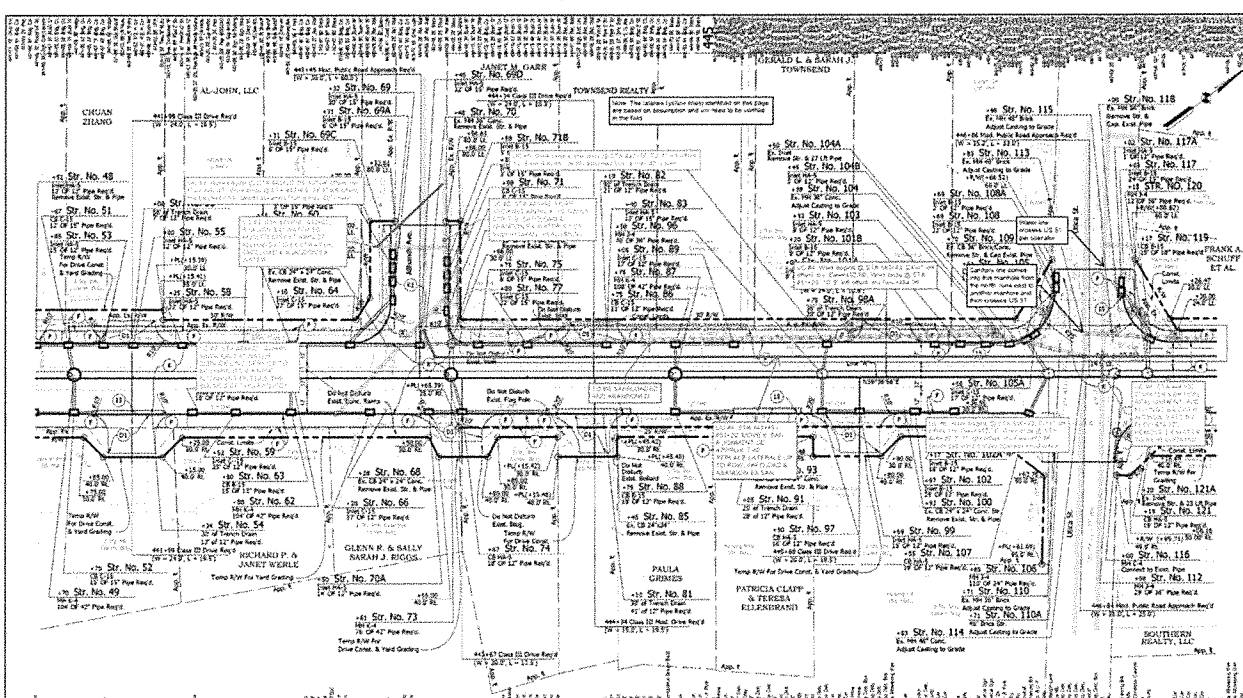
NOT FOR CONSTRUCTION

5

SHEET 5 OF 17

Jacobus, Troimbs & Lenz, Inc.  
 Consulting Engineers & Land Surveyors  
 115 South Main Street  
 Sellersburg, Indiana 47172  
 (317) 346-5821

Sheet "A" Part 1, Page 4 of 4



1. PCIP for Approaches on Drive Graded Substrate on Subgrade Treatment, Type II	2. Full Depth Pavement, PCIP for Approaches	3. 1889-015 OC/C/ANNA, 2.75" Surface, 8 Rows on Asphalt Bases, 1.5 ft	4. Subgrade Treatment, Type III	5. Curb
6. PCIP for Approaches on Drive Graded Substrate on Subgrade Treatment, Type II	7. Full Depth Pavement, PCIP for Approaches	8. 1889-015 OC/C/ANNA For Approaches, Type II on Asphalt Bases, 1.5 ft	9. Concrete Curb	10. Concrete Curb Ramp
11. Subgrade Treatment, Type II	12. Curb	13. Concrete Curb Ramp	14. Compacted Aggregate	15. Soil

INDIANA DEPARTMENT OF TRANSPORTATION

PLAN SHEET  
STA. 441+50 TO STA. 447+50 "A"

DESIGNED BY	CHECKED BY	DATE
DRAWN BY	INCHES	SCALE
REVISIONS	NO.	DATE

DATE	BY	REVISION

WORK PLAN - SCHEMATIC DESIGN

US 31 UTILITY RELOCATION  
INDOT WORK PLANS  
SELLERSBURG, INDIANA

NOT FOR CONSTRUCTION

6

SHEET 6 OF 17

Jacobs, Tompkins & Leach, Inc.  
Civil/Structural Engineering & Land Surveying  
1415 South Main Street, Suite 100  
Sellersburg, Indiana 47172  
(317) 246-5621

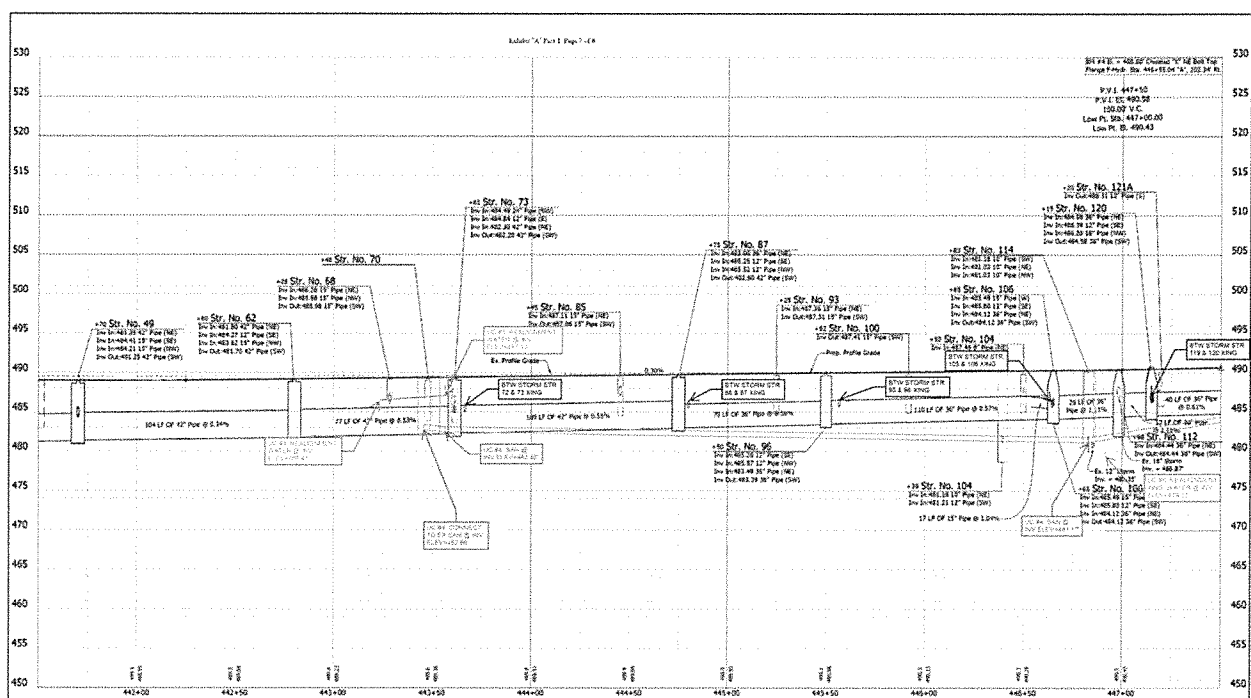
TOWN OF SELLERSBURG  
310 E UTICA STREET  
SELLERSBURG, INDIANA 47172  
(317) 246-5621

PLAN SHEET STA. 441+50 TO STA. 447+50

DATE: 08/14/2013 11:35 AM

PROJECT: US 31 UTILITY RELOCATION INDIANAPOLIS, INDIANA

DATE: 08/14/2013 11:35 AM



REVISION	DATE	BY	CHKD	DESCRIPTION

INDIANA  
DEPARTMENT OF TRANSPORTATION

NO.	DATE	BY	CHKD	DESCRIPTION

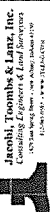
PROFILE SHEET  
STA. 441+50 TO STA. 447+50 "A"

WORK PLAN - SCHEMATIC DESIGN

US 31 UTILITY RELOCATION  
INDOT WORK PLANS  
SELLERSBURG, INDIANA

PROFILE SHEET STA. 441+50 TO STA. 447+50

NOT FOR  
CONSTRUCTION



JACOBS, TOMPKINS & LANZ, INC.  
CONSULTING ENGINEERS & LAND SURVEYORS  
316 E UTICA STREET  
SELLERSBURG, INDIANA 47172  
(317) 246-9121

7  
SHEET 7 OF 13



# PROJECT SCHEMATIC DESIGN COST ESTIMATE SUMMARY

Jacobi, Toombs and Lanz, Inc.  
Consulting Engineers



JOB NO. 24040

PROJECT: Sellersburg Sanitary Relocations for US31  
Schematic Design Cost Estimate

BY: TAC  
DATE: 4/25/2024

CHECKED: MCH  
DATE: 4/25/2024

	ITEM	QUANTITY	UNIT	UNIT PRICE INSTALLED	TOTAL COST
<b>CONSTRUCTION COSTS</b>					
1	Mobilization/Demobilization and General Conditions (12%)	1	LS	\$ 88,500	\$ 88,500
2	Maintenance of Traffic	1	LS	\$ 22,500	\$ 22,500
				<b>SUBTOTAL</b>	<b>\$ 111,000</b>
<b>UC 4 SOUTH - Sta. 443+45 - 446+80</b>					
3	UC 4 SOUTH - 8" GRAVITY SEWER - 7.5 FT AVG DEPTH	350	LF	\$ 235	\$ 82,250
4	UC 4 SOUTH - MANHOLES	3	EA	\$ 12,350	\$ 37,050
5	UC 4 SOUTH - TAPS	3	EA	\$ 4,160	\$ 12,480
6	UC 4 SOUTH - LATERALS	60	LF	\$ 120	\$ 7,200
7	UC 4 SOUTH - SAFELOADING	350	LF	\$ 35	\$ 12,250
8	UC 4 SOUTH - SIDEWALK RESTORATION	3	SY	\$ 65	\$ 195
9	UC 4 SOUTH - PAVEMENT RESTORATION	40	TON	\$ 120	\$ 4,800
10	UC 4 SOUTH - BYPASS PUMPING	7	DAY	\$ 1,950	\$ 13,650
				<b>SUBTOTAL</b>	<b>\$ 169,875</b>
<b>UC 4 NORTH - Sta. 446+80 - 451+20</b>					
11	UC 4 NORTH - 8" GRAVITY SEWER - 9 FT AVG DEPTH	440	LF	\$ 280	\$ 123,200
12	UC 4 NORTH - MANHOLES	2	EA	\$ 15,600	\$ 31,200
13	UC 4 NORTH - TAPS	5	EA	\$ 4,160	\$ 20,800
14	UC 4 NORTH - LATERALS	80	LF	\$ 120	\$ 9,600
15	UC 4 NORTH - SAFELOADING	440	LF	\$ 35	\$ 15,400
16	UC 4 NORTH - SIDEWALK RESTORATION	5	SY	\$ 65	\$ 325
17	UC 4 NORTH - PAVEMENT RESTORATION	45	TON	\$ 120	\$ 5,400
18	UC 4 NORTH - BYPASS PUMPING	6	DAY	\$ 1,950	\$ 11,700
				<b>SUBTOTAL</b>	<b>\$ 217,625</b>
<b>UC 7 - Sta. 449+05 - 450+90</b>					
19	UC 7 - 8" GRAVITY SEWER - 8 FT AVG DEPTH	210	LF	\$ 255	\$ 53,550
20	UC 7 - MANHOLES	2	EA	\$ 13,000	\$ 26,000
21	UC 7 - TAPS	5	EA	\$ 4,160	\$ 20,800
22	UC 7 - LATERALS	75	LF	\$ 120	\$ 9,000
23	UC 7 - SAFELOADING	210	LF	\$ 35	\$ 7,350
24	UC 7 - PAVEMENT RESTORATION	30	TON	\$ 120	\$ 3,600
25	UC 7 - BYPASS PUMPING	4	DAY	\$ 1,950	\$ 7,800
				<b>SUBTOTAL</b>	<b>\$ 128,100</b>

# PROJECT SCHEMATIC DESIGN COST ESTIMATE SUMMARY

Jacobi, Toombs and Lanz, Inc.  
Consulting Engineers



JOB NO. 24040

PROJECT: Sellersburg Sanitary Relocations for US31  
Schematic Design Cost Estimate

BY: TAC

DATE: 4/25/2024

CHECKED: MCH

DATE: 4/25/2024

	ITEM	QUANTITY	UNIT	UNIT PRICE INSTALLED	TOTAL COST
UC 10/11 - Sta. 469+00 - 470+30					
26	UC 10/11 - 8" GRAVITY SEWER - 7 FT AVG DEPTH	150	LF	\$ 230	\$ 34,500
27	UC 10/11 - MANHOLES	4	EA	\$ 11,700	\$ 46,800
28	UC 10/11 - TAPS	2	EA	\$ 4,160	\$ 8,320
29	UC 10/11 - LATERALS	100	LF	\$ 120	\$ 12,000
30	UC 10/11 - SAFELOADING	285	LF	\$ 35	\$ 9,975
31	UC 10/11 - SIDEWALK RESTORATION	15	SY	\$ 65	\$ 975
32	UC 10/11 - PAVEMENT RESTORATION	5	TON	\$ 120	\$ 600
33	UC 10/11 - BYPASS PUMPING	3	DAY	\$ 1,950	\$ 5,850
				<b>SUBTOTAL</b>	<b>\$ 119,020</b>
<b>TOTAL ESTIMATED CONSTRUCTION COST =</b>					<b>\$ 745,620</b>

# Town of Sellersburg

## Town Council Meeting Minutes

### June 24, 2024

#### 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 Scott McVoy, Member Matt Czarnecki, Town Manager Charlie Smith, Town Attorney Jacob Elder and Clerk Treasurer Michelle Miller.

**Absent:** Vice President Terry Langford and Member Randy Mobley.

#### PRAYER AND PLEDGE OF ALLEGIENCE

#### MOTION TO AMEND THE AGENDA:

M|S|V: McVoy | Czarnecki | 3-aye, 0-nay, motion approved.

#### APPROVAL OF MINUTES:

M|S|V: Czarnecki | McVoy | 3-aye, 0-nay, motion approved.

#### APPROVAL OF ALLOWANCE CLAIMS:

M|S|V: Czarnecki | McVoy | 3-aye, 0-nay, motion approved.

#### NEW BUSINESS:

1. **APPROVAL OF 2020 PETERBILT 337 PURCHASE | \$145,000 WITH \$76,000 TRADE IN, TOTAL DUE \$78,000.00 | TO BE PAID OUT OF CREDIT | TOWN MANAGER CHARLIE SMITH:**  
M|S|V: Czarnecki | McVoy | 3-aye, 0-nay, motion approved.
  
2. **INDOT HIGHWAY UTILITY AGREEMENT | DES NO. 1700111 | \$227,000.89 | TOWN MANAGER CHARLIE SMITH:**  
Motion made to rescind original agreement in the amount of \$518,619.11  
M|S|V: Czarnecki | McVoy | 3-aye, 0-nay, motion approved.  
  
Motion made to approve amended INDOT Highway Utility Agreement for Des. No. 1700111 in the amount of \$227,000.89  
M|S|V: Czarnecki | McVoy | 3-aye, 0-nay, motion approved.
  
3. **INDOT LOCAL DETOUR AGREEMENT | DES. NO. 1700111:**  
M|S|V: Czarnecki | McVoy | 3-aye, 0-nay, motion approved.
  
4. **3-WAY STOP ALLHANDS & INDIANOLA | DISCUSSION ONLY:**  
Town Manager Smith advises this will be an agenda item for the next meeting.