

**AGENDA**

**THE SEWER BOARD MEETING OF THE CIVIL CITY OF NEW ALBANY, INDIANA, WILL BE HELD IN THE THIRD FLOOR ASSEMBLY ROOM OF THE CITY-COUNTY BUILDING ON THURSDAY, JUNE 23, 2016 AT 9:15 A.M.**

**CALL TO ORDER:**

**PLEDGE OF ALLEGIANCE:**

**APPROVAL OR CORRECTION OF THE FOLLOWING MINUTES:**

June 9, 2016 Regular Meeting Minutes

**BIDS/CONTRACTS:**

HWC ENGINEERING – Agreement for Engineering Services

**COMMUNICATIONS - PUBLIC:**

**COMMUNICATIONS - CITY OFFICIALS:**

**SEWER ADJUSTMENTS:**

**FINANCIAL REPORT:**

**NEW BUSINESS:**

1. David Powell, 107 Brandywynne Lane re: Release or waiver of sewer easement 812-704-3540

**OLD BUSINESS:**

1. Wes Christmas re: Clark Dietz Update

**UTILITY REPORT:**

April 2016

**CLAIMS:**

**ADJOURN:**

**THIS AGENDA IS SUBJECT TO CHANGE.**

**For more information, please see the City Clerk in Room 332, City County Bldg.**

**THE SEWER BOARD MEETING OF THE CIVIL CITY OF NEW ALBANY,  
INDIANA, WAS HELD IN THE THIRD FLOOR ASSEMBLY ROOM OF THE  
CITY-COUNTY BUILDING ON THURSDAY, JUNE 9, 2016 AT 9:15 A.M.**

**PRESENT:** Ed Wilkinson, member, Nathan Grimes, member and Mayor Gahan,  
president.

**ALSO PRESENT:** April Dickey, Linda Moeller, Rob Sartell, Larry Summers, Shane  
Gibson and Vicki Glotzbach

**CALL TO ORDER:**

**Mayor Gahan called the meeting to order at 9:15 a.m.**

**PLEDGE OF ALLEGIANCE:**

**APPROVAL OR CORRECTION OF THE FOLLOWING MINUTES:**

**Mr. Wilkinson moved to approve the May 26, 2016 Regular Meeting Minutes as  
corrected, Mr. Grimes second, all voted in favor.**

**BIDS/CONTRACTS:**

**COMMUNICATIONS - PUBLIC:**

**COMMUNICATIONS - CITY OFFICIALS:**

**1. Linda Moeller re: Crowe Horwath Statement of Work**

**Mrs. Moeller** stated that as part of the bonding process one of our requirements is to  
review our bonds annually and usually Crowe Horwath takes care of that. She presented  
a statement of work for Crowe Horwath to review those bonds and said that the cost is  
\$800.00 and they submit the forms. She explained that the analysis work for the bonds is  
what we use to submit to our banks to verify that we are keeping in compliance with our  
bond requirements.

**Mr. Wilkinson** asked if Crowe Horwath does an audit or if Rodefer Moss does it.

**Mrs. Moeller** stated that Crowe Horwath does it but they use the data from Rodefer  
Moss as well as data from her office to do that analysis work.

**Mr. Wilkinson** asked if they do a regular spot check on certain line items and such.

**Mrs. Moeller** stated that they make sure that we are in balance, making our payments  
and that our bonds are healthy. She said that they are also working on the arbitrage for us  
on the bonds as well as the materiality that we still have to keep doing. She said that  
there are certain requirements that we have to do with this being one of them and she just  
wanted to run it past the board to make sure you are aware and okay with it.

**Mayor Gahan** asked how often they do this.

**Mrs. Moeller** replied it is supposed to be done yearly but she doesn't think that we have  
done it since 2014.

**Mr. Grimes** asked if Mr. Gibson has reviewed it.

**Mrs. Moeller** replied that he has and he is okay with it.

**Mr. Wilkinson** moved to approve, Mr. Grimes second, all voted in favor.

**2. Shane Gibson re: Reflection Lake property deed**

**Mr. Gibson** presented the Reflection Lake Development Deed that was delivered to his office on Monday and stated that he needs Mayor Gahan's signature on it to accept it. He added that as soon as he has all signatures he will get it recorded.

### **3. Larry Summers re: Sewer adjustment policy**

**Mr. Summers** stated that sewer adjustment policy was sent to the board members and he didn't know if they wanted to go ahead and approve it.

**Mr. Gibson** stated that he had incorporated the changes that were requested the last time they discussed it. He added that it is ready to go whenever the board wants to act upon it.

**Mayor Gahan** suggested doing it at the next meeting.

### **4. Mayor Gahan re: Dip in pavement on Elm Street**

**Mayor Gahan** stated that on Elm Street behind Breakwater there was a dip and storm water excavated and the dip returned so it needs to be fixed and asked that it be brought up at the storm water meeting.

**Mr. Wilkinson** stated that they may be waiting until they are finished with everything at Breakwater because they are going to cut into the street and do that whole block area at one time.

**Mayor Gahan** stated that if that is part of it, that's fine, we just need to let people know.

### **SEWER ADJUSTMENTS:**

**Mrs. Dickey** presented an adjustment request for Jalissa Kleczynski in the amount of \$1,137.66 for a leak that occurred in the back-up sump pump because of a malfunction. She explained that the water was emptied out the side of the house into the yard and the leak was repaired by Greenwell Plumbing. Supporting documents are attached.

**Mr. Wilkinson moved to approve, Mr. Grimes second, all voted in favor.**

**Mrs. Dickey** presented an adjustment request for Benny L. Williams in the amount of \$3,457.70 for a leak that occurred at the main line in the front yard. She explained that the water went into the yard and the leak was repaired by Scroggins Plumbing of Kentucky, Inc. Supporting documents are attached.

**Mr. Wilkinson moved to approve, Mr. Grimes second, all voted in favor.**

### **Tabled Adjustments**

Cross Creek Property Mgmt.	\$2,305.10
Cross Creek Property Mgmt.	\$7,486.52
Cross Creek Property Mgmt.	\$1,032.44
Jason Jahn	\$2,981.40
Colonial Club Homeowners	\$14,591.75

### **FINANCIAL REPORT:**

**Mr. Wilkinson** reported that we are \$100,000.00 short on revenue because they simply cut the bank receipts off on the 25<sup>th</sup> so it will show up on next month's report. He stated that we were at the close of some construction jobs at the end of the year last year and it only showed \$50,000.00 available on one and \$60,000.00 on the other to finish the contracts but the work that was done in December was billed in this calendar year so it shows the number way out of line over the calendar year end. He said that those construction jobs were done inside of the budget and bids but it is just confusing so he wanted to mention it. He also said that the operating budget for the year to date is 8% under budget so operations are in good shape.

## **NEW BUSINESS:**

### **1. Rob Sartell re: New Albany Wastewater Utility Retirement Projections**

**Mr. Sartell** stated that the projections are based on 65 years of age. He said that in 10 years there will be 11 folks eligible for retirement, in 15 years 4 more will be eligible for a total of 15 and 2 are eligible right now for a total of 17 so in the next 10-15 years, half of the workforce is going to be retired. He said he just wanted the board to be aware.

### **2. Rob Sartell re: New Albany Wastewater Utility Employee Education Program**

**Mr. Sartell** explained that this spells out the pathways that employees can take either through the collective system or the wastewater treatment plan. He said it is just really for the board's consideration and review. He stated that he thought it might be best to put in place an incentivized education program to let those folks that have some ambition to kind of rise to the top and educate themselves and prepare themselves for the future. He added that there is an Operation of Wastewater Treatment program and an O & M of Wastewater Collections Systems program that are actually correspondence courses from California State University and gives the bare bones of what you really need to know about wastewater treatment and collection systems. He said that right now he has a lot of employees that work hard and understand their jobs but don't really understand what they are doing the job for. He said this is just something to consider.

**Mr. Wilkinson** stated that the new equipment that we buy is constantly becoming more complicated and computer driven so we need to raise the level of education of the staff that we have. He also stated that we need to get more definition in so far as available classes and such and get started with some program to motivate people to move up stream.

**Mr. Grimes** asked if he has some people that are interested now.

**Mr. Sartell** replied yes and stated that he has people looking for ways to better themselves but he just doesn't have a program for them to do anything.

**Mayor Gahan** asked if he is looking at something for next year.

**Mr. Sartell** replied that he is not looking for anything today and he is in the middle of budgets so next year will be fine.

## **OLD BUSINESS:**

### **1. Wes Christmas re: Clark Dietz Update**

**Mr. Christmas** stated that at the last meeting the board asked him to coordinate with Mr. Sartell and his staff to summarize information on the lining program for an upcoming presentation to the council so he met with Mr. Sartell earlier in the week and he plans to summarize cost information that they discussed and will send it out to the board today or tomorrow. He said that the bidding schedule for the Grant Line Road Lift Station is that the first ad will run on Friday, June 17<sup>th</sup> and the second on Friday, June 24<sup>th</sup> then they will hold a pre-bid meeting at the wastewater treatment plant on Wednesday, June 29<sup>th</sup> and will open bids at the July 14<sup>th</sup> meeting.

**Mayor Gahan** stated that we do a vnr monthly update on the city website and he thinks they are scheduled to come visit and take some video.

**Mr. Sartell** stated that was this past Monday and we are fine.

**Mayor Gahan** stated that we are covering a lot of ground on that and he thinks people would be curious to see how that whole process works.

## **UTILITY REPORT:**

**CLAIMS:**

**Mrs. Moeller presented the following claims:**

<b>Vendor Name</b>	<b>Amount</b>
CROWN SERVICES INC	480.00
OFFICE SUPPLY COMPANY, INC	527.97
L&D MAILMASTERS, INC.	1,348.93
L&D MAILMASTERS, INC.	219.30
FLOYD COUNTY RECORDER	198.00
JDP ENTERPRISES LLC	16.09
GARNER, MARY JO	600.00
KOETTER NAP 34, LLC	544.58
<b>Total</b>	<b>3,934.87</b>
CINTAS #302	54.14
CINTAS #302	288.51
CINTAS #302	54.14
CINTAS #302	288.51
RED WINGS SHOE STORE	100.00
QUILL	22.80
QUILL	42.96
QUILL	31.15
QUILL	19.41
SUPREME OIL CO., INC.	75.00
S & R TRUCK TIRE CENTER, INC	402.69
RABEN TIRE CO.	(291.31)
RABEN TIRE CO.	625.52
MEADE EQUIPMENT LLC	994.01
GRAINGER	251.52
GRAINGER	198.93
J.R. HOE & SONS INC.	504.00
USA BLUE BOOK	117.29
USA BLUE BOOK	563.02

USA BLUE BOOK	19.32
MEINERS MEDICAL,FIRE & SAFETY	70.20
BIG G SUPPLY	130.50
ACTION EQUIPMENT SALES CO, INC	356.57
ACE HARDWARE	21.69
ACE HARDWARE	3.98
ACE HARDWARE	252.00
ACE HARDWARE	37.79
ACE HARDWARE	4.04
ACE HARDWARE	36.67
ACE HARDWARE	5.25
ACE HARDWARE	45.36
ACE HARDWARE	37.70
ACE HARDWARE	11.67
ACE HARDWARE	27.49
ACE HARDWARE	5.66
ACE HARDWARE	40.02
ACE HARDWARE	27.99
ACE HARDWARE	3.14
ACE HARDWARE	36.24
SHERWIN-WILLIAMS	213.10
HOME CITY ICE CO.	124.00
HOME CITY ICE CO.	146.10
USA BLUE BOOK	194.85
USA BLUE BOOK	205.02
HACH COMPANY	283.43
MEINERS MEDICAL,FIRE & SAFETY	119.20
NAPA OF NEW ALBANY	3.64
NAPA OF NEW ALBANY	4.38
NAPA OF NEW ALBANY	6.74
NAPA OF NEW ALBANY	31.18
NAPA OF NEW ALBANY	28.71

NAPA OF NEW ALBANY	7.23
BIOCHEM, INC.	3,863.23
SUNTRUST EQUIP FINANCE & LEASE	63,403.19
HACH COMPANY	675.00
PROWEST & ASSOCIATES, INC	1,447.50
PROWEST & ASSOCIATES, INC	116.25
KLEIN BROTHERS SAFE & LOCK	197.00
BLACK DIAMOND	65.00
BLACK DIAMOND	45.00
MURPHY ELEVATOR COMPANY, INC.	146.73
BANK OF NEW YORK MELLON	750.00
SIMPLEXGRINNELL LP	3,353.10
RODEFER MOSS & CO., PLLC	2,700.00
METRO ANSWERING SERVICE	45.00
SOUTH'S CLEANING SERVICE	1,000.00
METTLER TOLEDO, LLC	387.00
ENVIRONMENTAL LABORATORIES INC	30.00
MEINERS MEDICAL, FIRE & SAFETY	150.00
ELEMENT MATERIALS TECHNOLOGY	108.40
CLARK-DIETZ	1,370.00
CLARK-DIETZ	11,710.00
CLARK-DIETZ	13,520.00
CLARK-FLOYD LANDFILL LLC.	5,961.54
GOTTA GO INC.	1,944.00
GOTTA GO INC.	2,916.00
FED EX	46.45
NORTON AND ASSOCIATES	7,500.00
NORTON AND ASSOCIATES	2,196.80
QUARTZ LAMPS INC	2,040.00
QUARTZ LAMPS INC	680.00
CSX TRANSPORTATION	25.00
HMB PROFESSIONAL ENGINEERS	1,406.84

CLARK-DIETZ	35,985.00
JOHN JONES GM CITY / CORYDON	114,362.00
CLARK-DIETZ	1,006.20
CLARK-DIETZ	32,400.00
PRO4MANCE CONTRACTING SERVICES	8,824.13
PRO4MANCE CONTRACTING SERVICES	5,848.25
ERNST CONCRETE	325.00
ALLTERRAIN PAVING & CONSTRUCT	31,115.43
WANTY PROPERTIES, LLC	12,532.45
<b>Total</b>	<b>379,080.64</b>

INDIANA AMERICAN WATER	19.89
INDIANA AMERICAN WATER	19.86
INDIANA AMERICAN WATER	36.62
INDIANA AMERICAN WATER	19.86
INDIANA AMERICAN WATER	19.86
INDIANA AMERICAN WATER	40.03
INDIANA AMERICAN WATER	36.73
INDIANA AMERICAN WATER	40.73
INDIANA AMERICAN WATER	259.51
NEW ALBANY MUNICIPAL UTILITIES	4.17
NEW ALBANY MUNICIPAL UTILITIES	4.17
NEW ALBANY MUNICIPAL UTILITIES	4.17
NEW ALBANY MUNICIPAL UTILITIES	4.17
GIBSON LAW OFFICE, LLC	865.38
AT&T	289.44
AT&T	279.06
DUKE ENERGY	22.32
DUKE ENERGY	3,256.95
DUKE ENERGY	50,410.89
DUKE ENERGY	216.85



DUKE ENERGY	560.78
DUKE ENERGY	15.25
DUKE ENERGY	1,275.35
DUKE ENERGY	139.13
DUKE ENERGY	29.09
DUKE ENERGY	18.28
DUKE ENERGY	13.54
CARD SERVICES	247.04
CARD SERVICES	157.00
CARD SERVICES	111.11
INDIANA AMERICAN WATER	36.72
INDIANA AMERICAN WATER	35.45
GIBSON LAW OFFICE, LLC	865.38
STORMWATER\DRAINAGE FUND	51,138.21
CITY OF NEW ALBANY	37,500.00
CITY OF NEW ALBANY	6,250.00
SANITATION FUND	175,323.96
BANK OF NEW YORK TRUST CO.	419,991.00
BANK OF NEW YORK TRUST CO.	21,953.50
VECTREN ENERGY DELIVERY	356.93
AT&T	647.88
AT&T	116.87
<b>Total</b>	<b>772,633.13</b>

**Grand Total** 1,155,648.64

Mr. Wilkinson moved to approve, Mr. Grimes second, all voted in favor.

**ADJOURN:**

There being no further business before the board, the meeting adjourned at 9:35 a.m.

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Mayor Gahan, President

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Vicki Glotzbach, City Clerk

**HWC ENGINEERING**  
**151 N. Delaware Street, Suite 800**  
**Indianapolis, IN 46204**  
**(317) 347-3663**  
**(317) 347-3664 (fax)**

**MEMORANDUM OF AGREEMENT FOR ENGINEERING SERVICES**

**Client:** City of New Albany  
**Client Address:** 311 Hauss Square  
New Albany, IN 47150  
**Project Name:** Jacobs Street Lift Station Evaluation  
**Project Number:** 2016-087

**Services to be provided:** Services to be provided are outlined in Exhibit A included herein

**Client's Responsibilities:** Client's responsibilities are outlined in Exhibit B included herein.

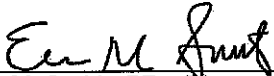
**Schedule:** Schedule for services to be provided are outlined in Exhibit C included herein

**Fees:** Lump Sum \$13,000.00 (See Exhibit C)  
2016 HWC Billing Rates included as Exhibit D

**Invoicing/Payments:** Billing is monthly unless otherwise noted. Payments are due within 30 days of invoice receipt. The rates identified in this Agreement are subject to change each December 31<sup>st</sup> without notification or modification to this Agreement. If a maximum fee amount is indicated, this amount will not be exceeded without further authorization by the client. The terms and conditions under which we are providing these services are set forth on pages 2 and 3, and are incorporated herein by reference. Additional services requested or unusual problems or difficulties may necessitate a higher fee.

The above is intended as a summary of our agreement for the performance of the work described. Please examine same carefully and, if accurate, indicate your approval and acceptance in space provided below.

**HWC ENGINEERING, INC.**

Date: May 17, 2016 By:   
Printed Name & Title: Eric M. Smith, PE - Director - Water Resources Group

**CLIENT:**

The undersigned hereby states that they are the person or duly authorized agent of the person or organization contracting for the above services for the above described project and that the terms and conditions stated are understood and herewith agreed to and accepted. HWC Engineering, Inc. is hereby authorized to proceed with the services outlined herein.

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Printed Name & Title: \_\_\_\_\_



## TERMS AND CONDITIONS

To assure an understanding of matters related to our mutual responsibilities these terms and conditions for professional engineering services are part of this agreement for our services.

**COMPENSATION FOR HWC's SERVICES** - The basis for compensation will be as identified in the agreement. When "Lump Sum" payment is utilized it shall include all labor and expenses (for the scope of work as defined in the agreement) incurred by HWC and shall not exceed the fixed payment amount without prior authorization of the CLIENT. When hourly (no limit) and hourly not-to-exceed (nte) is utilized, all labor and reimbursable expenses will be billed according to the rate schedule attached to this agreement.

"Reimbursable Expenses" means the actual expenses incurred directly or indirectly in connection with the work including but not limited to the following: Transportation and subsistence, toll telephone calls, facsimile transmissions, reproduction or printing, HWC's computer time, and outside aerial photographs or topography, testing, geotechnical, layout, inspection, and other outside consultants.

**TIME OF PAYMENT** - HWC may submit monthly statements for services and expenses based upon the proportion of the actual work completed at the time of billing. If the CLIENT fails to make any payment due HWC for services and expenses within 30 days after receipt of HWC's invoice the amounts due HWC will be increased at the rate of 1.5% per month from the thirtieth day from invoicing. In addition, HWC may, after giving fourteen days written notice to CLIENT, suspend services under this Agreement until HWC has been paid in full all amounts due for services, expenses, and other related charges. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

If the CLIENT fails to make payments when due and HWC incurs any costs in order to collect overdue sums from the CLIENT, the CLIENT agrees that all such collection costs incurred shall immediately become due and payable to HWC. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable HWC staff costs at standard billing rates for HWC's time spent in efforts to collect. This obligation of the CLIENT to pay HWC's collection costs shall survive the term of this Agreement or any earlier termination by either party.

**RISK ALLOCATION** - To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless HWC, HWC's officers, directors, partners, employees, and HWC's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, and CLIENT's consultants with respect to this Agreement or the Project.

To the fullest extent permitted by law, HWC shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of HWC or HWC's officers, directors, partners, employees, and HWC's consultants with respect to this Agreement or the Project.

In addition to the indemnity of this Agreement, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless HWC and its officers, directors, partners, employees, and HWC's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the presence of asbestos, toxic materials, or any other hazardous environmental condition, on or about the Project site, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting there from, and (ii) nothing in this Article shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

**LIMITATION OF LIABILITY** - In recognition of the relative risks and benefits of the Project to both the CLIENT and HWC, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of HWC and HWC's officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of HWC and HWC's officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed HWC's total fee for services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

**DOCUMENT OWNERSHIP, COPYRIGHTS, AND ALLOWED DOCUMENT USES** - All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by HWC as instruments of service shall remain the property of HWC. HWC shall retain all common law, statutory and other rights, including the copyright thereto.

Unless otherwise indicated, with respect to this Project, all Documents are instruments of service. HWC shall retain an ownership and property interest therein (including the right of reuse at the discretion of HWC), whether or not the Project is completed.

The CLIENT acknowledges HWC's construction documents as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the CLIENT upon completion of the work and payment in full of all monies due to HWC. The CLIENT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of HWC. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold HWC harmless from any claim, liability of cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without written authorization from HWC.

HWC may rely upon copies of CLIENT-furnished data in the performance of its services as defined within this agreement and the agreement Exhibits. The CLIENT-furnished data may be in any acceptable format including electronic media formats such as text, data, graphics, or other types furnished by the CLIENT and acceptable to HWC.

Copies of Documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by HWC. Files in electronic media format of text, data, graphics, or of other types that are furnished by HWC to CLIENT are only for the convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

CLIENT may make and retain copies of Documents for information and reference in connection with use on the Project by CLIENT. Such Documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or any other Project. Any such reuse or modification without written verification or adaptation by HWC, as appropriate for the specific purpose intended, shall be at CLIENT's sole risk and without liability or legal exposure to HWC or to HWC's Consultants. CLIENT shall indemnify and hold harmless HWC and HWC's Consultants from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting there from.



If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. Any verification or adaptation of the Documents for extensions of the Project or for any other Project shall entitle HWC to further compensation at rates to be agreed upon by CLIENT and HWC.

**CERTIFICATIONS, GUARANTEES, AND WARRANTIES** - The standard of care for all professional engineering and related services performed or furnished by HWC under this Agreement will be the care and skill ordinarily used by members of HWC's profession practicing under similar circumstances at the same time in the same locality. HWC makes no warranties, express or implied, under this Agreement or otherwise, in connection with HWC's services.

HWC's opinions of probable Construction Cost provided herein are to be made on the basis of HWC's experience and qualifications and represent HWC's best judgment as an experienced and qualified professional generally familiar with the industry. However, since HWC has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, HWC cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by HWC.

HWC shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, and shall not be responsible for safety in, on, or about the job site.

HWC shall not be required to sign any documents, no matter by whom requested that would result in HWC having to certify, guarantee, or warrant the existence of conditions whose existence HWC cannot ascertain. The CLIENT also agrees not to make resolution of any dispute with HWC or payment of any amount due to HWC in any way contingent upon HWC's signing any such certification.

HWC shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of HWC, increase HWC's risk or the availability or HWC's professional or general liability insurance.

**TERMINATION** - The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, HWC shall be paid for all services rendered to the effective date of termination, including unbilled services at hourly rates in effect at the time of termination plus reimbursable expenses unless otherwise previously provided for, and termination expenses.

**INSURANCE** - HWC shall procure and maintain Professional liability insurance for claims arising from the negligent performance of professional services under this Agreement, which shall be either: General Office Coverage or Project Specific Professional Liability Insurance, with a per occurrence limit of not less than \$2,000,000.00. The Professional Liability Insurance shall contain prior acts coverage sufficient to cover all Services performed by HWC, and Worker's Compensation, disability benefit, or any other similar employee benefit laws, including bodily injury, occupational sickness or disease of an employee; Commercial General Liability Insurance, with a per occurrence limit of not less than \$1,000,000.00; Additionally, HWC shall require its Consultants to maintain Commercial General Liability and Comprehensive Automobile Liability coverage.

CLIENT shall procure and maintain Commercial General Liability Insurance, with a per occurrence limit of not less than \$5,000,000.00; shall cause HWC and HWC's Consultants to be listed as additional insured on any general liability or property insurance policies carried by CLIENT which are applicable to the Project; shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause HWC and HWC's Consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

CLIENT and HWC shall each deliver to the other certificates of insurance evidencing the coverage indicated in this Agreement. Such certificates shall be furnished prior to commencement of HWC's services and at renewals thereafter during the life of the Agreement.

All policies of property insurance shall contain provisions to the effect that HWC's and HWC's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insured's or additional insured's there under.

**DISPUTE RESOLUTION** - HWC and CLIENT agree that any controversy, claim, counterclaim, or other dispute arising out of or relating to this contract, or any alleged breach thereof, provided that the amount in controversy is in excess of Five Thousand Dollars (\$5,000.00), shall first be submitted by the parties to pre-arbitration mediation, under the Indiana Rules for Alternative Dispute Resolution and with a mediator agreed to by the parties, prior to and as a condition precedent to arbitration, litigation or any other binding action or recourse under law.

Submission of a dispute under this Agreement to mediation will be a condition precedent to filing arbitration or litigation regarding any dispute (when the amount in controversy is in excess of \$5,000) arising out of or related to this contract. Failure to comply with this condition precedent shall be in contravention of the parties express intention to implement these alternative means of dispute resolution and constitute a breach of this clause.

Mediation shall be conducted by the parties within 120 days after either party has invoked this clause and notified the other party of its intention to mediate. If the mediation does not result in settlement of the dispute or if a party has waived its right to mediate any issues in dispute, then any unresolved controversy or claim arising out of or relating to this contract or breach thereof shall be determined by mandatory and binding arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable Indiana law in any court having jurisdiction thereof.

Any award shall not exceed the amount either claimed or counterclaimed. There shall be no punitive or consequential damages awarded under arbitration and the parties waive their right to claim the same.

Each party shall bear its own costs and expenses of the mediation and/or arbitration. Except as may be required by law, neither party may disclose the content or results of any mediation or arbitration without prior written consent of both parties. If one party has filed litigation which is otherwise covered by this dispute resolution clause and which has not been subject to mediation and/or arbitration as per this clause, the other party may properly seek to dismiss or stay the litigation at its discretion for the purpose of conducting mediation or arbitration.

**AMENDMENTS** - This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall be deemed to supersede all prior and contemporaneous agreements, representations and understandings, whether written or oral, and the same shall be deemed to have been merged into this Agreement. No amendment or modification to this Agreement shall have any force or effect unless in writing and signed by both the CLIENT and HWC.

**E-VERIFY AND DEALING WITH THE GOVERNMENT OF IRAN AFFIDAVIT.** HWC verifies compliance with E-Verify and the Dealing with the Government of Iran regulations required by Indiana Code Sections 22-5-1.7-11 and 5-22-16.5-11.



## EXHIBIT A

### Scope of Services

#### Jacobs Street Lift Station Evaluation City of New Albany, Indiana

May 2016

#### Project Description

The existing Jacobs Creek Lift Station has reached the end of its useful life and operates at or near its available capacity. The City of New Albany Sewer Board requires an evaluation of the facility to determine the feasibility of eliminating the lift station by installing a gravity sewer. The proposed evaluation will include a life cycle cost comparison of alternatives including elimination of the station via installation of a gravity sewer (if feasible), versus an upgrade/replacement of the station.

#### Scope of Work

In order to provide the information necessary for the "Client" to make a decision on the capital improvements most feasible for the Jacobs Street lift station, HWC proposes the following scope of services:

- Develop a written work plan for the study process
- Conduct a project kickoff meeting with HWC and designated Client representatives
- Coordinate with geotechnical firm with respect to required boring and rock soundings (allowance of \$3,000 included in HWC's fee for geotechnical testing)
- Collect existing drawings, surveys, mapping, and other data relative to the lift station and surrounding systems from the Client
- Obtain right of way information and locate property boundaries utilizing City's GIS systems
- Conduct site visit of the project area
- Obtain utility information
- Prepare base map from survey data and utilize for conceptual route drawing of gravity sewer option and lift station upgrade/replacement option
- Determine feasibility of eliminating lift station by gravity sewer installation
- Develop schematic plan for lift station upgrade/replacement
- Prepare opinions of probable cost for each of two options
- Prepare life cycle cost analysis for each option
- Summarize details of evaluation study in written report with recommendations
- Meet with client and submit draft report
- Incorporate draft report comments and submit final report to Client

#### Notations, Exceptions, and Assumptions

1. Detailed written report suitable for funding applications is not included.
2. Access to existing documents will be provided by CLIENT.
3. No environmental, historical, or archaeological reviews or investigations are not included.
4. No wetlands determination or delineation is included.



Jacobs Street Lift Station Evaluation  
New Albany, Indiana

**EXHIBIT B**

**Client's Responsibilities**

**Jacobs Street Lift Station Evaluation  
City of New Albany, Indiana**

**May 2016**

Client shall, at its expense, do the following in a timely manner so as not to delay the services of HWC:

**A. Information/Reports**

Provide HWC with reports, studies, operational data, drawings, regulatory information and other information pertinent to the Services that HWC may rely upon without independent verification unless specifically identified as requiring such verification

**B. Client's Designate Representative**

Designate a representative for the project who shall have the authority to direct HWC in matters regarding the project, receive information, interpret and define Client's requirements and make decisions with respect to the project. **The Client representative for this Agreement will be Rob Sartell, Utility Manager.**



Jacobs Street Lift Station Evaluation  
New Albany, Indiana

**EXHIBIT C**

**Compensation & Schedule**

**Jacobs Street Lift Station Evaluation  
City of New Albany, Indiana**

**May 2016**

**1. Compensation/Fee**

HWC will perform the services referenced in Exhibit A for a lump sum fee of \$13,000.00

**2. Schedule**

Draft report will be completed within 45 days following Notice to Proceed.

Final Report will be submitted within 10 days following receipt of Client's comments on draft report.



Jacobs Street Lift Station Evaluation  
New Albany, Indiana



Confidence in the built environment.

151 N. Delaware, Suite 800  
Indianapolis, Indiana 46204

[www.hwcengineering.com](http://www.hwcengineering.com)

EXHIBIT D

**HWC Engineering**  
**2016 Hourly Billing Rates**

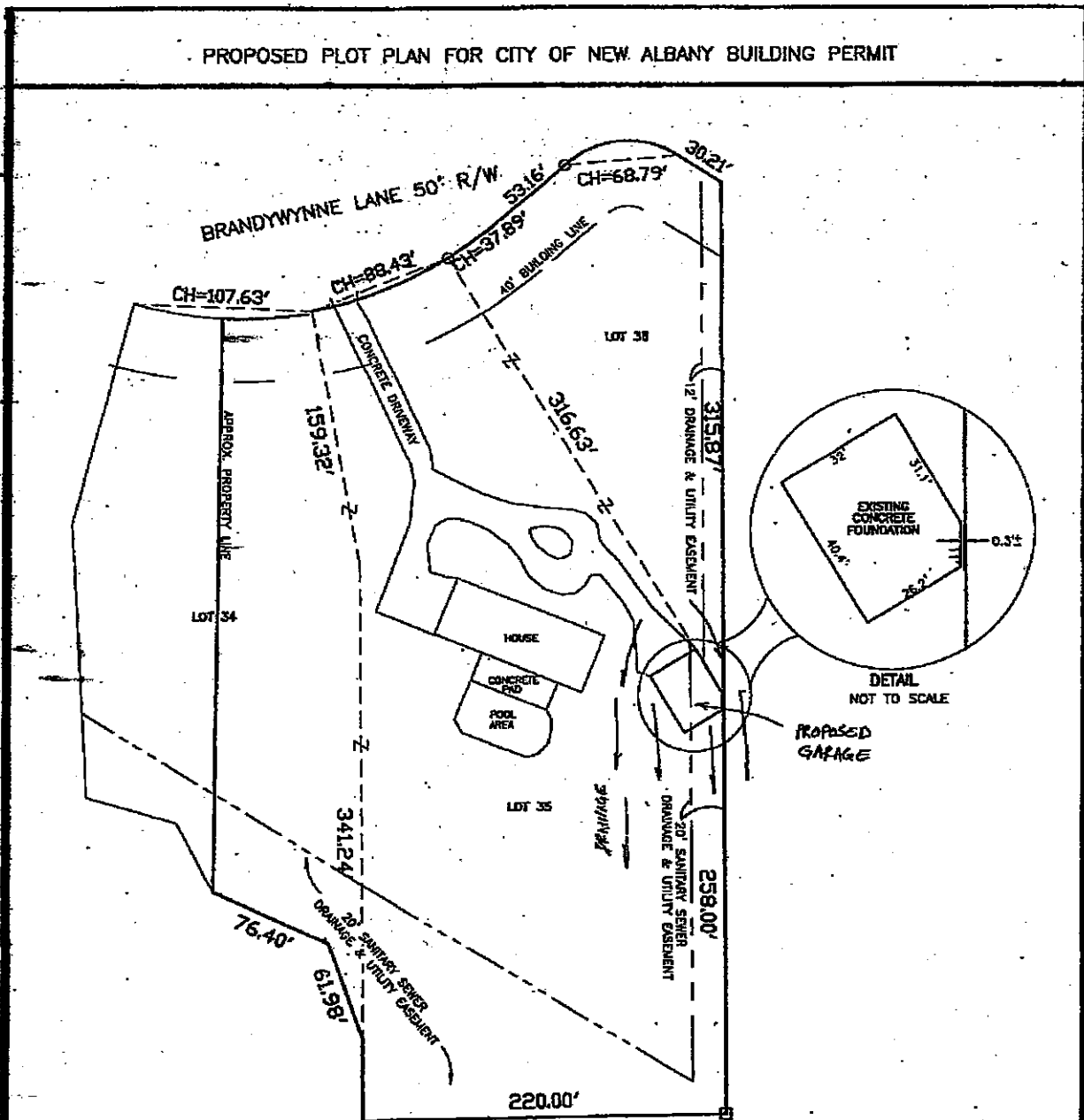
<b><u>POSITION</u></b>	<b><u>HOURLY RATE</u></b>
Principal	\$201.00
Senior Project Manager	\$196.00
Project Manager	\$155.00
Project Engineer	\$120.00
Landscape Architect	\$115.00
Designer/Technician	\$100.00
Draftsman	\$90.00
Clerical Support	\$72.00
Construction Inspection Manager	\$115.00
Construction Inspector I	\$102.00
Construction Inspector II	\$92.00
Survey Lead	\$120.00
Survey Crew Leader	\$98.00
Survey Crew Member I	\$80.00
Survey Crew Member II	\$57.00
Intern	\$56.00

**REIMBURSABLE EXPENSES**

- Direct Travel Expense - including mileage (the current rate allowed by the IRS), air fare, car rental, lodging, meals, large blueprint and copying runs, etc.
- Large format black and white prints at \$.375 per square foot.
- Plots at \$2.00 per square foot.
- Black and white copies at \$.10 per sheet.
- Color copies at \$.50 per sheet
- CD's at \$25.00 each.
- Actual cost of long distance telephone calls, expense charges, photographs and postage.
- Expenses will be billed at cost plus a 10% administrative fee.
- Hours worked in excess of 8 hours per day or 40 hours per week will be billed at an overtime rate of 1.5 times the rates listed for non-exempt employees.

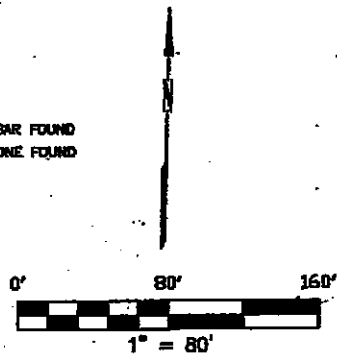


PROPOSED PLOT PLAN FOR CITY OF NEW ALBANY BUILDING PERMIT



LOTS 35, 36, & EAST 1/2 LOT 34 PLAT 838 FLOYD COUNTY INDIANA  
 OWNER: DAVID M. & HEATHER J. POWELL  
 ADDRESS: 107 BRANDYWYNNE LANE  
 NEW ALBANY, IN 47150  
 DATE OF FIELD WORK: 5-23-2016

○ - REBAR FOUND  
 □ - STONE FOUND



*Thomas J. Boofter*  
 Thomas J. Boofter, P.L.S.

CERTIFICATION DATE 6/1/16

THOMAS J. BOOFTER, Civil Engineer and Land Surveyor  
 207 West Spring Street, New Albany, IN 47150  
 812-944-8272



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# **New Albany Wastewater Utility Monthly Report Summary for April 2016**

## **Influent / Effluent Quality**

The treatment facility was in compliance with the exception for daily maximum e-coli excursions due to rain events

## **Pretreatment**

Product Specialties has been fined \$3,000.00 for the month of April due to permit violations.

There were 40 grease trap inspections of restaurants and food preparation facilities.

## **Facility Operations**

82 dry tons of bio solids were removed from the WWTP.

The WWTP was at 81% of its Total Suspended Solids design limit and at 57% of its CBOD design limit.

There were 3.94 inches of rain for the month

## **Preventative and Unscheduled Maintenance**

198 preventative work orders were completed and 28 corrective work orders were completed for the WWTP and Lift Stations

### **Highlights**

Replaced the top belt on the #1 Belt Filter Press.

Replaced the touch pad on the Generator at Robert E. Lee Lift Station.

Rebuilt the control panel at Jacobs Creek Lift Station.

Replaced the last air actuated check valve at Mt. Tabor Lift Station

## Sanitary Collection System

<i>Project</i>	<i>Current Month</i>		<i>Year-to-Date</i>		
<i>Sanitary Sewer Flushed/ft</i>	<i>8,839</i>		<i>37,834</i>		
<i>Sanitary Sewer Televised/ft.</i>	<i>5,310</i>		<i>30,600</i>		
<i>CIPP Installed/ft</i>	<i>2,420</i>		<i>10,179</i>		
<i>Tap Inspections</i>	<i>9</i>		<i>38</i>		
<i>Locates</i>	<i>694</i>		<i>2,304</i>		
<i>Pipe Patches</i>	<i>0</i>		<i>3</i>		
<i>Service Requests</i>	<i>Odor Complaint</i>	<i>Main Block</i>	<i>Resident Problem</i>	<i>Dye Test</i>	<i>Emergency Locates</i>
<i>19</i>	<i>0</i>	<i>4</i>	<i>15</i>	<i>1</i>	<i>14</i>

## Sanitary Sewer Overflow Monitoring

There was 1 rain event that required Stantec monitoring and 0 overflows

## Preventative and Unscheduled Maintenance

49 preventative work orders were completed and 0 corrective work orders completed for the Collection System. There were 19 Customer Service requests 4 of those requests were for blockages in the main line.

## Construction Highlights

### Basin #17

Repaired MH #72 on Gary Dr.

### Basin #25

Raised MH# 17E to grade to eliminate inflow.

### Basin #37

Raised MH# 102M7 to grade to eliminate infow and infiltration point.

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### **Basin #39**

Sealed joints in MH# 74 to eliminate infiltration point.

## **Facility Safety**

The monthly safety inspection rating was 97.7%

The safety training topic for April was Blood Borne Pathogens and Working Outside in Summer.

## **Projects**

### **110/120 Valve replacement and Dump Station**

Project is substantially complete and a final punch list has been developed.

### **Algae Control System**

A pre construction meeting took place on the 18<sup>th</sup> of May. Project is scheduled to start mid June.

### **McLean Lift Station**

The pre Construction meeting took place on the 18<sup>th</sup> of April. Tree removal is complete and site work has begun.

### **Reline New Albany**

We are in the process of bidding out manholes to be lined in basin #15 and manhole inserts are ordered. We are currently lining Basin #28 and expect to be lining on Slate Run Road and Old Ford Road this summer while school is out. Basin #7 will be next and then back to Basin #10.

### **WWTP Maintenance Garage**

The Garage is complete and a puch list has been developed.

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**SSO Flow Study**

Flow meters have been installed. Data is being collected by Clark-Dietz for analysis.

**Grantline Road Lift Station Project**

Reviewed final plans on the 12<sup>th</sup> of May. Bid documents are being developed.