

**BOARD OF SANITARY COMMISSIONERS
REGULAR MEETING
10:00 a.m. June 20, 2017
Third Floor City Hall**

**CITY OF
TERRE HAUTE
BOARD OF
SANITARY COMMISSIONERS**

City Hall
17 Harding Avenue, Room 200
Terre Haute, IN 47807

Phone: 812.232.5458
Fax: 812.234.3973

www.terrehaute.IN.gov

AGENDA

1. Call to Order
2. Roll Call
3. Public Comments
4. Approve Minutes
5. Approve Claims
6. MLS Detailed Design Contract Amendment - Draft
7. Agreement for Collection Services - Draft
8. Sewer Acceptance - Canal Cottages
9. Sewer Acceptance - Idle Creek Lots 400-405
10. Sewer Acceptance - Idle Creek Phase I - 2nd Addition Lots 244a-258
11. Continuation of Utility Services for Fiscal Year 2018
12. Other
13. Adjournment

**Minutes of a Regular Meeting of the
Board of Sanitary Commissioners
Terre Haute, IN
June 15, 2017**

A Regular Meeting of the Board of Sanitary Commissioners was held in the Mayor's Conference Room on the third floor, City Hall, 17 Harding Avenue, Terre Haute, Indiana, on the 6th day of June 2017, at 10:00 a.m. Those present were Chuck Ennis, Larry Auler, Tim Adams, Brad Bush, and Jim Winning for the Board of Sanitary Commissioners. Terry Modesitt was also present.

The meeting was called to order by President Brad Bush.

PUBLIC COMMENTS

There were no public comments.

APPROVE MINUTES

The minutes from the May 16, 2017 meeting were presented to the Board.

On motion of Jim Winning, seconded by Chuck Ennis, and unanimously approved, it was resolved that the minutes from the May 16, 2017 meeting be approved.

APPROVE CLAIMS

The list of claims was presented to the Board for Sanitary District General and Waste Water Treatment Plant and discussed.

On motion of Larry Auler, seconded by Jim Winning, and unanimously approved that claims be approved as presented.

AWARD DITCH MAINTENANCE CONTRACT

Chuck Ennis informed the Board that Blann & Son was the only bidder. All of their paperwork is in order. The recommendation of the Engineering Department is to award to Blann & Son.

On motion of Jim Winning, seconded by Tim Adams, and unanimously approved it was resolved that the Ditch Maintenance Contract be awarded to Blann & Son.

AMENDMENT #5 FOR THE WWTU IMPROVEMENT PROJECT

Chuck Ennis presented the Board with Amendment #5 for the WWTU Improvement Project. This amendment was discussed.

On motion of Tim Adams, seconded by Larry Auler, and unanimously approved, it was resolved that Amendment #5 for the WWTU Improvement Project be approved.

RUKES SEWAGE APPEAL

Mr. Rukes approached the Board and gave a brief history of his sewer issues. Mr. Rukes request was discussed. Mr. Ennis informed the Board that a meeting had occurred in regards to amending the code.

On motion of Tim Adams, seconded by Jim Winning, and unanimously approved it was resolved that Mr. Rukes appeal be tabled until City Council determines if they will amend code. Late fees will not be applied to appealed portion of the bill.

BARTLOW SEWAGE APPEAL

Mr. Bartlow approached the Board and gave a brief history of his sewer issues. Mr. Bartlow's request for appeal was discussed.

On motion of Chuck Ennis, seconded by Tim Adams, and unanimously approved it was resolved that Mr. Bartlow's appeal be tabled until City Council determines if they will amend code. Late fees will not be applied to appealed portion of the bill

RESOLUTION #1, 2017

Terry Modesitt requested that Resolutions #1, 2017 be tabled.

On motion of Larry Auler, seconded by Tim Adams and unanimously approved it was resolved that Resolution #1, 2017 be tabled.

FIBER OPTIC CONTRACT

Brad Spiedel presented the Board with a fiber optic contract with Joink, This is primarily for the WWTP. Terry Modesitt said he approved contact with changes.

On motion of Larry Auler, seconded by Tim Adams, and unanimously approved, it was resolved that the fiber optic contract with Joink be approved with changes requested by Terry Modesitt.

OTHER

No other business.

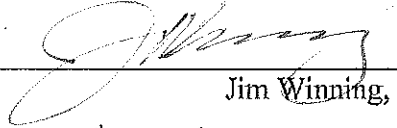
ADJOURNMENT

The next regular meeting of the Sanitary Board will be held on June 20, 2017 at 10:00 a.m. in the Mayor's Conference Room, 3rd Floor, City Hall, 17 Harding Avenue, Terre Haute, Indiana.


APPROVED on the 20TH day of JUNE, 2017.

Brad Bush, President


Tim Adams, Vice President



Jim Winning, Secretary



Larry Auler, Member



Chuck Ennis, Member

Jnl	Description / Addnl data items	Ref 1	Ref 2	Ref 3	Rate / Resrce	Units	Amount / Rate	Posted amount
EN	DUKE ENERGY A0620-0000-00-202.010	211419	10540					166.84CR
EN	DUKE ENERGY A0620-0061-03-436.010	211419	10540					166.84
EN	DUKE ENERGY A0620-0000-00-202.010	211420	10540					81.43CR
EN	DUKE ENERGY A0620-0061-03-436.010	211420	10540					81.43
EN	DUKE ENERGY A0620-0000-00-202.010	211421	10540					129.03CR
EN	DUKE ENERGY A0620-0061-03-436.010	211421	10540					129.03
EN	DUKE ENERGY A0620-0000-00-202.010	211422	10540					1,261.30CR
EN	DUKE ENERGY A0620-0061-03-436.010	211422	10540					1,261.30
EN	DUKE ENERGY A0620-0000-00-202.010	211423	10540					31,540.52CR
EN	DUKE ENERGY A0620-0061-03-436.010	211423	10540					31,540.52
EN	DUKE ENERGY A0620-0000-00-202.010	211424	10540					205.28CR
EN	DUKE ENERGY A0620-0061-03-436.010	211424	10540					205.28
EN	DUKE ENERGY A0620-0000-00-202.010	211425	10540					18,187.96CR
EN	DUKE ENERGY A0620-0061-03-436.010	211425	10540					18,187.96
EN	DUKE ENERGY A0620-0000-00-202.010	211426	10540					18,075.01CR
EN	DUKE ENERGY A0620-0061-03-436.010	211426	10540					18,075.01
EN	DUKE ENERGY A0620-0000-00-202.010	211427	10540					3,233.31CR
EN	DUKE ENERGY A0620-0061-03-436.010	211427	10540					3,233.31
EN	DUKE ENERGY A0620-0000-00-202.010	211428	10540					29,267.96CR
EN	DUKE ENERGY A0620-0061-03-436.010	211428	10540					29,267.96
EN	DUKE ENERGY A0620-0000-00-202.010	211429	10540					1,254.81CR
EN	DUKE ENERGY A0620-0061-03-436.010	211429	10540					1,254.81
EN	REPUBLIC SERVICES OF WESTERN I A0620-0000-00-202.010	211430	11571					16,769.62CR
EN	REPUBLIC SERVICES OF WESTERN I A0620-0061-03-432.072	211430	11571					16,769.62
EN	VECTREN ENERGY DELIVERY A0620-0000-00-202.010	211431	40					53.94CR
EN	VECTREN ENERGY DELIVERY A0620-0061-03-436.020	211431	40					53.94
EN	VECTREN ENERGY DELIVERY A0620-0000-00-202.010	211432	40					46.00CR

Handwritten initials/signature

Handwritten signatures:
 Jay [unclear]
 [unclear]
 [unclear]

Run date: 06/15/2017 @ 10:33
Bus date: 06/15/2017

City of Terre Haute
*** Journal entry trace ***

CS53832.L02 Page 2

Jnl	Description / Addnl data items	Ref 1	Ref 2	Ref 3	Rate / Resrce	Units	Amount / Rate	Posted amount
EN	VECTREN ENERGY DELIVERY A0620-0061-03-436.020	211432	40					46.00
EN	VECTREN ENERGY DELIVERY A0620-0000-00-202.010	211433	40					46.00CR
EN	VECTREN ENERGY DELIVERY A0620-0061-03-436.020	211433	40					46.00
EN	WIN ENERGY REMC A0620-0000-00-202.010	211434	13281					288.82CR
EN	WIN ENERGY REMC A0620-0061-03-436.010	211434	13281					288.82

Batch 153832 posted on 06/15/17 by 27 for business date 06/15/17

Run date: 06/15/2017 @ 10:33
Bus date: 06/15/2017

City of Terre Haute
*** Journal entry trace ***

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<u>Jn</u>	<u>Period</u>	<u>Account</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
EN		Encumbrance Journal				
	06 2017	A0620-0000-00-202.010	ACCOUNTS PAYABLE		120,607.83	
	06 2017	A0620-0061-03-432.072	SYCAMORE RIDGE LANDFILL	16,769.62		
	06 2017	A0620-0061-03-436.010	ELECTRIC UTILITY	103,692.27		
	06 2017	A0620-0061-03-436.020	GAS UTILITY	145.94		
		Total for Financial System		120,607.83	120,607.83	.00

Batch 153832 posted on 06/15/17 by 27 for business date 06/15/17

Jnl	Description / Addnl data items	Ref 1	Ref 2	Ref 3	Rate / Resrce	Units	Amount / Rate	Posted amount
EN	A-1 SANITATION, LLC. A0620-0000-00-202.010	211466	701					72.00CR
EN	A-1 SANITATION, LLC. A0620-0061-03-432.010	211466	701					72.00
EN	AIRGAS USA, LLC A0620-0000-00-202.010	211467	1241					436.58CR
EN	AIRGAS USA, LLC A0620-0061-02-422.110	211467	1241					436.58
EN	ALL-TRAN TRANSMISSION SERVICE, A0620-0000-00-202.010	211468	10091					61.22CR
EN	ALL-TRAN TRANSMISSION SERVICE, A0620-0061-03-437.030	211468	10091					61.22
EN	AMERICAN WATER CAPITAL CORP. A0620-0000-00-202.010	211469	15					11,385.00CR
EN	AMERICAN WATER CAPITAL CORP. A0620-0061-03-432.010	211469	15					11,385.00
EN	BC HEAVY TRUCK & ELECTRIC, INC A0620-0000-00-202.010	211470	4768					576.58CR
EN	BC HEAVY TRUCK & ELECTRIC, INC A0620-0061-02-423.015	211470	4768					576.58
EN	BRADFORD SUPPLY COMPANY A0620-0000-00-202.010	211471	5602					11.23CR
EN	BRADFORD SUPPLY COMPANY A0620-0061-03-432.010	211471	5602					11.23
EN	BREHOB, INC. A0620-0000-00-202.010	211472	142					527.07CR
EN	BREHOB, INC. A0620-0061-02-423.015	211472	142					515.00
EN	BREHOB, INC. A0620-0061-03-433.040	211472	142					12.07
EN	BURKE SPRING & ALIGNMENT, INC. A0620-0000-00-202.010	211473	10444					3,431.83CR
EN	BURKE SPRING & ALIGNMENT, INC. A0620-0061-03-437.010	211473	10444					3,431.83
EN	CAHILL'S RENTAL & SALES, INC. A0620-0000-00-202.010	211474	10461					115.00CR
EN	CAHILL'S RENTAL & SALES, INC. A0620-0061-03-437.010	211474	10461					115.00
EN	COLDWELL & COMPANY, INC A0620-0000-00-202.010	211475	10598					206.39CR
EN	COLDWELL & COMPANY, INC A0620-0061-02-422.005	211475	10598					175.80
EN	COLDWELL & COMPANY, INC A0620-0061-02-423.015	211475	10598					30.59
EN	COMPLETE OUTDOOR EQUIP. CO., I A0620-0000-00-202.010	211476	10625					540.98CR
EN	COMPLETE OUTDOOR EQUIP. CO., I A0620-0061-02-423.015	211476	10625					540.98
EN	COMPLETE OUTDOOR EQUIP. CO., I A0620-0000-00-202.010	211477	10625					137.80CR
EN	COMPLETE OUTDOOR EQUIP. CO., I A0620-0061-02-422.005	211477	10625					107.85
EN	COMPLETE OUTDOOR EQUIP. CO., I A0620-0061-04-444.010	211477	10625					29.95

Jay A...
William...
Charles E...

Jnl	Description / Addnl data items	Ref 1	Ref 2	Ref 3	Rate / Resrce	Units	Amount / Rate	Posted amount
EN	CONTROLWORX LLC. A0620-0000-00-202.010	211478	5001					22,000.00CR
EN	CONTROLWORX LLC. A0620-0061-03-432.010	211478	5001					22,000.00
EN	DOUBLE BEE FENCE CO., INC. A0620-0000-00-202.010	211479	10814					75.00CR
EN	DOUBLE BEE FENCE CO., INC. A0620-0061-03-432.010	211479	10814					75.00
EN	DUNCAN SUPPLY CO., INC. A0620-0000-00-202.010	211480	573					3.91CR
EN	DUNCAN SUPPLY CO., INC. A0620-0061-03-432.010	211480	573					3.91
EN	FASTENAL COMPANY, INC. A0620-0000-00-202.010	211481	10934					47.40CR
EN	FASTENAL COMPANY, INC. A0620-0061-02-423.015	211481	10934					47.40
EN	FASTENAL COMPANY, INC. A0620-0000-00-202.010	211482	10934					52.92CR
EN	FASTENAL COMPANY, INC. A0620-0061-02-423.015	211482	10934					14.64
EN	FASTENAL COMPANY, INC. A0620-0061-04-444.010	211482	10934					38.28
EN	FERGUSON WATERWORKS A0620-0000-00-202.010	211483	2705					18,372.00CR
EN	FERGUSON WATERWORKS A0620-0061-02-423.015	211483	2705					3,672.00
EN	FERGUSON WATERWORKS A0620-0061-04-444.010	211483	2705					14,700.00
EN	FIRSTECH, INC. A0620-0000-00-202.010	211484	4527					475.50CR
EN	FIRSTECH, INC. A0620-0061-03-432.010	211484	4527					475.50
EN	GRIPP, INC. A0620-0000-00-202.010	211485	1529					2,254.00CR
EN	GRIPP, INC. A0620-0061-03-433.040	211485	1529					31.00
EN	GRIPP, INC. A0620-0061-04-444.010	211485	1529					2,223.00
EN	HARBOR FREIGHT TOOLS, INC. A0620-0000-00-202.010	211486	11177					258.94CR
EN	HARBOR FREIGHT TOOLS, INC. A0620-0061-02-422.005	211486	11177					8.98
EN	HARBOR FREIGHT TOOLS, INC. A0620-0061-04-444.010	211486	11177					249.96
EN	ILLIANA TRUCK PARTS, INC A0620-0000-00-202.010	211487	11317					20.00CR
EN	ILLIANA TRUCK PARTS, INC A0620-0061-02-423.015	211487	11317					20.00
EN	IUPPS, INC. A0620-0000-00-202.010	211488	3460					1,292.95CR
EN	IUPPS, INC. A0620-0061-03-432.010	211488	3460					1,292.95
EN	JACK DOHENY SUPPLIES, INC. A0620-0000-00-202.010	211489	2375					1,465.25CR

Jnl	Description / Addnl data items	Ref 1	Ref 2	Ref 3	Rate / Resrce	Units	Amount / Rate	Posted amount
EN	JACK DOHENY SUPPLIES, INC. A0620-0061-03-433.040	211489	2375					23.25
EN	JACK DOHENY SUPPLIES, INC. A0620-0061-04-444.010	211489	2375					1,442.00
EN	JASPER ENGINE & TRANSMISSIONS, A0620-0000-00-202.010	211490	11573					54.40CR
EN	JASPER ENGINE & TRANSMISSIONS, A0620-0061-03-432.010	211490	11573					54.40
EN	JONES & SONS, INC. A0620-0000-00-202.010	211491	11598					183.00CR
EN	JONES & SONS, INC. A0620-0061-02-422.005	211491	11598					183.00
EN	KIMBALL MIDWEST, INC. A0620-0000-00-202.010	211492	11637					2,133.41CR
EN	KIMBALL MIDWEST, INC. A0620-0061-02-422.005	211492	11637					1,359.72
EN	KIMBALL MIDWEST, INC. A0620-0061-02-423.015	211492	11637					773.69
EN	KOORSEN FIRE & SECURITY, INC. A0620-0000-00-202.010	211493	1675					179.97CR
EN	KOORSEN FIRE & SECURITY, INC. A0620-0061-03-432.010	211493	1675					179.97
EN	LAWSON PRODUCTS, INC. A0620-0000-00-202.010	211494	11703					882.79CR
EN	LAWSON PRODUCTS, INC. A0620-0061-02-422.005	211494	11703					528.32
EN	LAWSON PRODUCTS, INC. A0620-0061-02-423.015	211494	11703					114.29
EN	LAWSON PRODUCTS, INC. A0620-0061-03-433.040	211494	11703					67.34
EN	LAWSON PRODUCTS, INC. A0620-0061-04-444.010	211494	11703					172.84
EN	LAWSON PRODUCTS, INC. A0620-0000-00-202.010	211495	11703					1,726.80CR
EN	LAWSON PRODUCTS, INC. A0620-0061-02-422.005	211495	11703					345.40
EN	LAWSON PRODUCTS, INC. A0620-0061-02-423.015	211495	11703					857.33
EN	LAWSON PRODUCTS, INC. A0620-0061-03-433.040	211495	11703					94.01
EN	LAWSON PRODUCTS, INC. A0620-0061-04-444.010	211495	11703					430.06
EN	LOU'S GLOVES, INC. A0620-0000-00-202.010	211496	4522					860.00CR
EN	LOU'S GLOVES, INC. A0620-0061-02-422.005	211496	4522					860.00
EN	MACALLISTER MACHINERY CO., INC A0620-0000-00-202.010	211497	11751					10.54CR
EN	MACALLISTER MACHINERY CO., INC A0620-0061-03-432.010	211497	11751					10.54
EN	MARY FRANCES WRIGHT A0620-0000-00-202.010	211498	5668					106.09CR
EN	MARY FRANCES WRIGHT A0620-0061-00-347.090	211498	5668					106.09

Jnl	Description / Addnl data items	Ref 1	Ref 2	Ref 3	Rate / Resrce	Units	Amount / Rate	Posted amount
EN	MATCO TOOLS A0620-0000-00-202.010	211499	11788					146.20CR
EN	MATCO TOOLS A0620-0061-04-444.010	211499	11788					146.20
EN	McCord TIRE SERVICE, INC. A0620-0000-00-202.010	211500	11802					854.56CR
EN	McCord TIRE SERVICE, INC. A0620-0061-02-423.015	211500	11802					144.44
EN	McCord TIRE SERVICE, INC. A0620-0061-03-437.010	211500	11802					710.12
EN	MENARDS, INC. A0620-0000-00-202.010	211501	11829					600.52CR
EN	MENARDS, INC. A0620-0061-02-422.005	211501	11829					181.92
EN	MENARDS, INC. A0620-0061-02-423.015	211501	11829					303.77
EN	MENARDS, INC. A0620-0061-04-444.010	211501	11829					114.83
EN	MENARDS, INC. A0620-0000-00-202.010	211502	11829					271.28CR
EN	MENARDS, INC. A0620-0061-02-422.005	211502	11829					6.97
EN	MENARDS, INC. A0620-0061-02-423.015	211502	11829					217.44
EN	MENARDS, INC. A0620-0061-04-444.010	211502	11829					46.87
EN	MIKE'S STOP & SHINE A0620-0000-00-202.010	211503	1134					28.00CR
EN	MIKE'S STOP & SHINE A0620-0061-03-437.030	211503	1134					28.00
EN	N.E.W. INTERSTATE CONCRETE, IN A0620-0000-00-202.010	211504	12047					8,560.63CR
EN	N.E.W. INTERSTATE CONCRETE, IN A0620-0061-02-422.005	211504	12047					91.00
EN	N.E.W. INTERSTATE CONCRETE, IN A0620-0061-02-423.015	211504	12047					8,469.63
EN	N.E.W. INTERSTATE CONCRETE, IN A0620-0000-00-202.010	211505	12047					3,014.75CR
EN	N.E.W. INTERSTATE CONCRETE, IN A0620-0061-02-423.015	211505	12047					3,014.75
EN	NSI LAB SOLUTIONS, INC. A0620-0000-00-202.010	211506	1599					200.00CR
EN	NSI LAB SOLUTIONS, INC. A0620-0061-02-422.160	211506	1599					175.00
EN	NSI LAB SOLUTIONS, INC. A0620-0061-03-433.040	211506	1599					25.00
EN	ONI RISK PARTNERS, INC. A0620-0000-00-202.010	211507	61					53,210.58CR
EN	ONI RISK PARTNERS, INC. A0620-0061-03-435.030	211507	61					53,210.58
EN	PACE ANALYTICAL SERVICES, INC. A0620-0000-00-202.010	211508	4537					179.00CR
EN	PACE ANALYTICAL SERVICES, INC. A0620-0061-03-432.071	211508	4537					179.00

Jnl	Description / Addnl data items	Ref 1	Ref 2	Ref 3	Rate / Resrce	Units	Amount / Rate	Posted amount
EN	PRAXAIR DISTRIBUTION, INC. A0620-0000-00-202.010	211509	12279					118.68CR
EN	PRAXAIR DISTRIBUTION, INC. A0620-0061-03-432.010	211509	12279					118.68
EN	PRO-TRADE TOOL & SUPPLY CO. A0620-0000-00-202.010	211510	12322					770.90CR
EN	PRO-TRADE TOOL & SUPPLY CO. A0620-0061-04-444.010	211510	12322					770.90
EN	QUALITY AUTOMOTIVE DIST. CORP. A0620-0000-00-202.010	211511	12355					2,727.61CR
EN	QUALITY AUTOMOTIVE DIST. CORP. A0620-0061-02-423.015	211511	12355					1,021.83
EN	QUALITY AUTOMOTIVE DIST. CORP. A0620-0061-04-444.010	211511	12355					1,705.78
EN	QUALITY AUTOMOTIVE DIST. CORP. A0620-0000-00-202.010	211512	12355					953.34CR
EN	QUALITY AUTOMOTIVE DIST. CORP. A0620-0061-02-423.015	211512	12355					953.34
EN	QUALITY AUTOMOTIVE DIST. CORP. A0620-0000-00-202.010	211513	12355					681.86CR
EN	QUALITY AUTOMOTIVE DIST. CORP. A0620-0061-02-422.005	211513	12355					420.70
EN	QUALITY AUTOMOTIVE DIST. CORP. A0620-0061-02-423.015	211513	12355					261.16
EN	QUALITY AUTOMOTIVE DIST. CORP. A0620-0000-00-202.010	211514	12355					743.30CR
EN	QUALITY AUTOMOTIVE DIST. CORP. A0620-0061-02-423.015	211514	12355					743.30
EN	QUALITY AUTOMOTIVE DIST. CORP. A0620-0000-00-202.010	211515	12355					340.38CR
EN	QUALITY AUTOMOTIVE DIST. CORP. A0620-0061-02-423.015	211515	12355					340.38
EN	RICOH USA, INC. A0620-0000-00-202.010	211516	182					8,387.57CR
EN	RICOH USA, INC. A0620-0061-03-432.010	211516	182					8,387.57
EN	ROBERT HEIDENREICH A0620-0000-00-202.010	211517	5667					495.59CR
EN	ROBERT HEIDENREICH A0620-0061-00-347.090	211517	5667					495.59
EN	S & G EXCAVATING, INC. A0620-0000-00-202.010	211518	12622					417.50CR
EN	S & G EXCAVATING, INC. A0620-0061-02-422.005	211518	12622					417.50
EN	S & K EQUIPMENT COMPANY, INC. A0620-0000-00-202.010	211519	623					16,841.93CR
EN	S & K EQUIPMENT COMPANY, INC. A0620-0061-02-423.015	211519	623					12,327.16
EN	S & K EQUIPMENT COMPANY, INC. A0620-0061-03-433.040	211519	623					232.77
EN	S & K EQUIPMENT COMPANY, INC. A0620-0061-04-444.010	211519	623					4,282.00
EN	SOUTHWEST AUTO COMPANY, INC. A0620-0000-00-202.010	211520	12944					845.00CR

Jnl	Description / Addnl data items	Ref 1	Ref 2	Ref 3	Rate / Resrce	Units	Amount / Rate	Posted amount
EN	SOUTHWEST AUTO COMPANY, INC. A0620-0061-02-423.015	211520	12944					845.00
EN	STOOPS FREIGHTLINER QUALITY TR A0620-0000-00-202.010	211521	2086					188.15CR
EN	STOOPS FREIGHTLINER QUALITY TR A0620-0061-02-423.015	211521	2086					161.52
EN	STOOPS FREIGHTLINER QUALITY TR A0620-0061-03-433.040	211521	2086					26.63
EN	TERMINIX INTERNATIONAL, INC. A0620-0000-00-202.010	211522	12388					93.00CR
EN	TERMINIX INTERNATIONAL, INC. A0620-0061-03-432.010	211522	12388					93.00
EN	TERRE HAUTE REGIONAL HOSPITAL A0620-0000-00-202.010	211523	1845					85.00CR
EN	TERRE HAUTE REGIONAL HOSPITAL A0620-0061-03-432.060	211523	1845					85.00
EN	TOWN & COUNTRY FORD A0620-0000-00-202.010	211524	12748					1,958.98CR
EN	TOWN & COUNTRY FORD A0620-0061-02-423.015	211524	12748					1,958.98
EN	UNITED PARCEL SVC A0620-0000-00-202.010	211525	249					14.62CR
EN	UNITED PARCEL SVC A0620-0061-03-433.020	211525	249					14.62
EN	UNITED REFRIGERATION, INC. A0620-0000-00-202.010	211526	12892					232.03CR
EN	UNITED REFRIGERATION, INC. A0620-0061-02-422.005	211526	12892					61.13
EN	UNITED REFRIGERATION, INC. A0620-0061-02-423.015	211526	12892					170.90
EN	UNITED RENTALS, INC. A0620-0000-00-202.010	211527	12894					7,303.01CR
EN	UNITED RENTALS, INC. A0620-0061-03-438.010	211527	12894					7,303.01
EN	VALLEY ELECTRIC SUPPLY CORP. A0620-0000-00-202.010	211528	12987					9.11CR
EN	VALLEY ELECTRIC SUPPLY CORP. A0620-0061-03-432.010	211528	12987					9.11
EN	VIGO DODGE, INC A0620-0000-00-202.010	211529	13123					682.41CR
EN	VIGO DODGE, INC A0620-0061-02-423.015	211529	13123					682.41
EN	VWR INTERNATIONAL, LLC A0620-0000-00-202.010	211530	13150					278.84CR
EN	VWR INTERNATIONAL, LLC A0620-0061-02-422.160	211530	13150					278.84
EN	WABASH VALLEY MOTOR & MACHINE, A0620-0000-00-202.010	211531	1399					689.59CR
EN	WABASH VALLEY MOTOR & MACHINE, A0620-0061-02-423.015	211531	1399					357.59
EN	WABASH VALLEY MOTOR & MACHINE, A0620-0061-03-437.010	211531	1399					332.00
EN	ZINKAN ENTERPRISES, INC. A0620-0000-00-202.010	211532	2507					200.00CR

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City of Terre Haute
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<u>Jnl</u>	<u>Description / Addnl data items</u>	<u>Ref 1</u>	<u>Ref 2</u>	<u>Ref 3</u>	<u>Rate / Resrce</u>	<u>Units</u>	<u>Amount / Rate</u>	<u>Posted amount</u>
EN	ZINKAN ENTERPRISES, INC. A0620-0061-03-432.010	211532	2507					200.00

Batch 153901 posted on 06/16/17 by 27 for business date 06/16/17

Jnl	Period	Account	Description	Debit	Credit	Balance
EN			Encumbrance Journal			
	06	2017 A0620-0000-00-202.010	ACCOUNTS PAYABLE		182,080.47	
	06	2017 A0620-0061-00-347.090	USER FEES	601.68		
	06	2017 A0620-0061-02-422.005	OPERATING SUPPLIES	4,748.29		
	06	2017 A0620-0061-02-422.110	BOC	436.58		
	06	2017 A0620-0061-02-422.160	LAB SUPPLIES	453.84		
	06	2017 A0620-0061-02-423.015	REPAIR SUPPLIES	39,136.10		
	06	2017 A0620-0061-03-432.010	SERVICES CONTRACTUAL	44,368.86		
	06	2017 A0620-0061-03-432.060	MEDICAL-SURGICAL-DENTAL	85.00		
	06	2017 A0620-0061-03-432.071	LAB TESTING	179.00		
	06	2017 A0620-0061-03-433.020	POSTAGE	14.62		
	06	2017 A0620-0061-03-433.040	FREIGHT	512.07		
	06	2017 A0620-0061-03-435.030	INSURANCE GENERAL PROP & LIAB	53,210.58		
	06	2017 A0620-0061-03-437.010	EQUIPMENT REPAIR & MAINTENANCE	4,588.95		
	06	2017 A0620-0061-03-437.030	VEHICLE REPAIR & MAINTENANCE	89.22		
	06	2017 A0620-0061-03-438.010	RENTAL OF EQUIPMENT	7,303.01		
	06	2017 A0620-0061-04-444.010	PURCHASE OF EQUIPMENT	26,352.67		
			Total for Financial System	182,080.47	182,080.47	.00

Batch 153901 posted on 06/16/17 by 27 for business date 06/16/17

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EN	DUKE ENERGY A0620-0000-00-202.010	211300	10540					272.74CR
EN	DUKE ENERGY A0620-0061-03-436.010	211300	10540					272.74
EN	IN AMERICAN WATER COMPANY A0620-0000-00-202.010	211301	11331					57.39CR
EN	IN AMERICAN WATER COMPANY A0620-0061-03-436.030	211301	11331					57.39
EN	IN AMERICAN WATER COMPANY A0620-0000-00-202.010	211302	11331					122.31CR
EN	IN AMERICAN WATER COMPANY A0620-0061-03-436.030	211302	11331					122.31
EN	JOHN DEERE FINANCIAL, INC. A0620-0000-00-202.010	211303	3994					133.63CR
EN	JOHN DEERE FINANCIAL, INC. A0620-0061-02-422.005	211303	3994					133.63
EN	JRM ENVIRONMENTAL, INC. A0620-0000-00-202.010	211304	2090					625.00CR
EN	JRM ENVIRONMENTAL, INC. A0620-0061-03-432.071	211304	2090					625.00
EN	LOWE'S A0620-0000-00-202.010	211305	11741					34.16CR
EN	LOWE'S A0620-0061-04-444.010	211305	11741					34.16
EN	SAM'S CLUB A0620-0000-00-202.010	211306	12662					326.48CR
EN	SAM'S CLUB A0620-0061-02-422.005	211306	12662					326.48
EN	TIME WARNER CABLE, INC. A0620-0000-00-202.010	211307	12719					2,562.25CR
EN	TIME WARNER CABLE, INC. A0620-0061-03-432.010	211307	12719					2,562.25
EN	VECTREN ENERGY DELIVERY A0620-0000-00-202.010	211308	40					36.11CR
EN	VECTREN ENERGY DELIVERY A0620-0061-03-436.020	211308	40					36.11
EN	VECTREN ENERGY DELIVERY A0620-0000-00-202.010	211309	40					61.39CR
EN	VECTREN ENERGY DELIVERY A0620-0061-03-436.020	211309	40					61.39
EN	VECTREN ENERGY DELIVERY A0620-0000-00-202.010	211310	40					2,180.19CR
EN	VECTREN ENERGY DELIVERY A0620-0061-03-436.020	211310	40					2,180.19

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Batch 153515 posted on 06/08/17 by 27 for business date 06/08/17

Jay Ouley
Johnnie
Chub E.

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City of Terre Haute
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CS53515.L02 Page 2

Jnl	Period	Account	Description	Debit	Credit	Balance
EN			Encumbrance Journal			
	06	2017	A0620-0000-00-202.010			
			ACCOUNTS PAYABLE		6,411.65	
	06	2017	A0620-0061-02-422.005			
			OPERATING SUPPLIES	460.11		
	06	2017	A0620-0061-03-432.010			
			SERVICES CONTRACTUAL	2,562.25		
	06	2017	A0620-0061-03-432.071			
			LAB TESTING	625.00		
	06	2017	A0620-0061-03-436.010			
			ELECTRIC UTILITY	272.74		
	06	2017	A0620-0061-03-436.020			
			GAS UTILITY	2,277.69		
	06	2017	A0620-0061-03-436.030			
			WATER UTILITY	179.70		
	06	2017	A0620-0061-04-444.010			
			PURCHASE OF EQUIPMENT	34.16		
			Total for Financial System	6,411.65	6,411.65	.00

Batch 153515 posted on 06/08/17 by 27 for business date 06/08/17

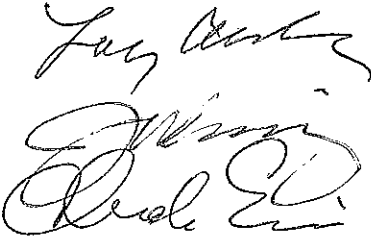
Run date: 06/14/2017 @ 15:42
Bus date: 06/14/2017

City of Terre Haute
*** Journal entry trace ***

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Jnl	Description / Addnl data items	Ref 1	Ref 2	Ref 3	Rate / Resrce	Units	Amount / Rate	Posted amount
EN	MODESITT LAW FIRM, P.C. A0620-0000-00-202.010	211405	726					3,959.40CR
EN	MODESITT LAW FIRM, P.C. A0620-0061-03-432.010	211405	726					3,959.40
EN	PNC BANK c/o CSXT PROPERTY SER A0620-0000-00-202.010	211406	507					954.07CR
EN	PNC BANK c/o CSXT PROPERTY SER A0620-0061-03-432.010	211406	507					954.07

Batch 153827 posted on 06/14/17 by 1057 for business date 06/14/17



Fay
Wilson
Paul

Sanitary District Claims June 20, 2017

SANITARY BOND FUND

WWUTILITY / 0620-0061- Services Contractual

Modesitt Law Firm Legal Services/ May 2017 \$ 3,959.40

WWUTILITY / 0620-0061- Publication of Legals

WWUTILITY / 0620-0061- Drainage Improvements

WWUTILITY / 0620-0061- Drainage Ways

WWTP PH II/ADDITIONS & IMPROVEMENTS

HNTB Corporation WWTP PH II/ CE \$ 13,496.00
HWC Engineering WWTF/ Phosphorus Removal \$ 16,625.00

SRF INTEREST FUND

CSO/LTCP P23

HWC Engineering Program Management \$ 15,707.25

Wastewater Utility Claims**June 20, 2017**

Operating Supplies

422.005 Operational Supplies

Coldwell	Penetrating Oil	\$175.80
Complete Outdoor Equipment Company	Trimmer Line	\$107.85
Harbor Freight Tools	Duct Tape	\$8.98
John Deere Financial, Inc.	Fencing Panels, Hitch Pins, Etc.	\$133.63
Jones & Sons	MasterSeal Limestone	\$183.00
Kimball Midwest	Absorbent, Cleaner, Shop Towels, Etc.	\$1,359.72
Lawson Products	Paint, Brake Klean, Etc.	\$528.32
Lawson Products	Brake Klean, Cable Ties	\$345.40
Lou's Gloves	Nitrile Gloves	\$860.00
Menards	Toilet Cleaner, Pinesol, Shop Towels, Etc.	\$181.92
Menards	Heavy Duty Sponges	\$6.97
N.E.W. Interstate Concrete, Inc.	Fiber	\$91.00
Quality Automotive Dist. Corp.	Gear Oil, Oil	\$420.70
Sam's Club	Coffee, Pine-Sol, Dish Soap, Etc.	\$326.48
S & G Excavating, Inc.	Rip Rap, White Rock	\$417.50
United Refrigeration Inc.	Coil Cleaner, Foam-Brite Cleaner	\$61.13

Rep./Maint. Supplies

423.015 Maint./Rep

BC Heavy Truck & Electric, Inc.	Brake Drums, Brake Kit, Etc.	\$576.58
Brehob	Filters	\$515.00
Coldwell	Ball Bearings, V Belt	\$30.59
Complete Outdoor Equipment Company	Mower, Tires, Trimmer Head, Etc.	\$540.98
Fastenal	Bolts	\$47.40
Fastenal	Nuts & Bolts	\$14.64
Ferguson Waterworks	Fittings, Mega Lug Accessory Package	\$3,672.00
Illiana Truck Parts	Used Air Cleaner Lid	\$20.00
Kimball Midwest	Nuts, Screws, Fuses, Etc.	\$773.69
Lawson Products	Hose Clamps	\$114.29
Lawson Products	Fittings, Screws, Washers, Etc.	\$857.33
McCord Tire & Auto Service, Inc.	New Tires	\$144.44
Menards	Composite Shims, Lumber, Etc.	\$303.77
Menards	Siding, Trailer Light Kits	\$217.44
N.E.W. Interstate Concrete, Inc.	Concrete Bags, Limestone Air	\$8,469.63
N.E.W. Interstate Concrete, Inc.	Flowable Fill, Limestone Air	\$3,014.75
Quality Automotive Dist. Corp.	Radiator, Ball Joints, Etc.	\$1,021.83
Quality Automotive Dist. Corp.	Oil Filters, Air Filters, Etc.	\$953.34
Quality Automotive Dist. Corp.	Filter Kit, Gasket, Etc.	\$261.16
Quality Automotive Dist. Corp.	Switches, Bearings, Etc.	\$743.30
Quality Automotive Dist. Corp.	Sensor, Bearing, Etc.	\$340.38
S & K Equipment Company, Inc.	SMPS Boards, Control Boards, Etc.	\$12,327.16
Southwest Auto Company	Transmission, Steering Column, Etc.	\$845.00
Stoops Freightliner-Quality Trailer Inc.	Brake Valve	\$161.52
Town & Country Ford	Cooling Fan Assembly, Gasket, Etc.	\$1,958.98
United Refrigeration Inc.	Cogged Belt, V-Belt, Filters	\$170.90
Vigo Dodge, Inc.	Cooling Fan, Wiring Fan Motor, Etc.	\$682.41
Wabash Valley Motor & Machine, Inc.	Capacitors	\$357.59

Other Supplies

422.110 Boc Gas

Airgas	Acetylene, Argon, Oxygen	\$436.58
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422.160 Lab Supplies

NSI Lab Solutions Inc.	TSS Standards	\$175.00
VWR International LLC	Polyseed Inoculum	\$278.84

Professional Services

432.010 Services Contractual

A-1 Sanitation, LLC	Portable Toilet	\$72.00
American Water	Municipality Shut Offs, Data Usage	\$11,385.00
Bradford Supply Company	Interest Charge	\$11.23
Controlworx LLC	Engineering Services	\$22,000.00
Double Bee Fence	Programmed Remote, Remote	\$75.00
Duncan Supply Company, Inc.	Service Charge	\$3.91
FirsTech, Inc.	Monthly Maintenance Fee, Processed Payments	\$475.50
IUPPS	Locate Tickets	\$1,292.95
Jasper Engines & Transmissions, Inc.	Service Charge	\$54.40
Koorsen Fire & Security, Inc.	Fire Alarm Services	\$179.97
MacAllister Machinery Co. Inc.	Service Charge	\$10.54
Praxair	Finance Charge	\$118.68
Ricoh USA, Inc.	Scanning Project	\$8,387.57
Terminix	Pest Control	\$93.00
Time Warner Cable	Internet Service	\$2,562.25
Valley Electric Supply Corp.	Finance Charge	\$9.11
Zinkan	Water Treatment Contract	\$200.00

432.060 Med./Surg./Dent.

Terre Haute Regional Hospital	Physical Exam, Etc.	\$85.00
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432.071 Lab Testing

JRM Environmental, Inc.	Mercury Testing	\$625.00
Pace Analytical	Lab Testing	\$179.00

432.072 Sycamore Ridge Landfill

Republic Services	Trash Removal	\$16,769.62
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347.090 User Fees

Mary Frances Wright	Sewer Bill Refund	\$106.09
Robert Heidenreich	Sewer Bill Refund	\$495.59

Comm./Transportation

433.020 Postage

UPS	Postage	\$14.62
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433.040 Freight

Brehob	Freight	\$12.07
Gripp, Inc.	Freight	\$31.00
Jack Doheny	Freight	\$23.25
Lawson Products	Freight	\$67.34
Lawson Products	Freight	\$94.01
NSI Lab Solutions Inc.	Freight	\$25.00
S & K Equipment Company, Inc.	Freight	\$232.77
Stoops Freightliner-Quality Trailer Inc.	Freight	\$26.63

Insurance

435.030 Insurance (Prop. & Casualty)

ONI Risk Partners, Inc.	Insurance Payments, Consultation Fee	\$53,210.58
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Utility Services

436.010 Electric Utility

Duke Energy	Electric Utility	\$272.74
Duke Energy	Electric Utility	\$166.84
Duke Energy	Electric Utility	\$81.43
Duke Energy	Electric Utility	\$129.03
Duke Energy	Electric Utility	\$1,261.30
Duke Energy	Electric Utility	\$31,540.52
Duke Energy	Electric Utility	\$205.28
Duke Energy	Electric Utility	\$18,187.96
Duke Energy	Electric Utility	\$18,075.01
Duke Energy	Electric Utility	\$3,233.31
Duke Energy	Electric Utility	\$29,267.96
Duke Energy	Electric Utility	\$1,254.81
WIN Energy	Electric Utility	\$288.82

436.020 Gas Utility

Vectren	Gas Utility	\$36.11
Vectren	Gas Utility	\$61.39
Vectren	Gas Utility	\$2,180.19
Vectren	Gas Utility	\$53.94
Vectren	Gas Utility	\$46.00
Vectren	Gas Utility	\$46.00

436.030 Water Utility

IN American Water	Water Utility	\$57.39
IN American Water	Water Utility	\$122.31

Rep./Maint

437.010 Equipment Repair

Burke Spring & Alignment	Repaired a Vactor	\$3,431.83
Cahill Rental & Sales, Inc.	Repaired 2 Saws	\$115.00
McCord Tire & Auto Service	Repaired a Front Loader	\$710.12
Wabash Valley Motor & Machine, Inc.	Repaired a Pump	\$332.00

437.030 Vehicle Rep./Maint.

All-Tran Transmission	Replaced a Bearing Assembly on a Truck	\$61.22
Mike's Stop & Shine	Car Washes	\$28.00

438.010 Rental of Equipment

United Rentals Inc.	Rented a Mini Excavator, Etc.	\$7,303.01
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Machinery & Equipment

444.010 Equipment Purchase

Complete Outdoor Equipment Company	Chisel Tooth Blade	\$29.95
Fastenal	Nozzles	\$38.28
Ferguson Waterworks	Manhole Lids, Manhole Frames	\$14,700.00
Gripp, Inc.	Portable Sampler	\$2,223.00
Harbor Freight Tools	Power Inverter	\$249.96
Jack Doheny	Roto Drill Nozzles, Rotating Ripsaw	\$1,442.00
Lawson Products	Flap Discs	\$172.84
Lawson Products	Drill Bits, Cable Tie Tool	\$430.06
Lowe's	Reaching Tool	\$34.16
Matco Tools	Tools	\$146.20
Menards	Tank Sprayers, Dip & Wash Brush, Etc.	\$114.83
Menards	Tank Sprayers, Wheel Detail Brushes, Etc.	\$46.87
Pro-Trade Tool & Supply Company	Hammer Drill, Drill Kit, Etc.	\$770.90
Quality Automotive Dist. Corp.	Tire Iron, Sensor Tool, Etc.	\$1,705.78
S & K Equipment Company, Inc.	Submersible Solids Handling Pump	\$4,282.00

6/08/2017 Check Run \$6,411.65

6/15/2017 Check Run \$120,607.83



Date: June 6, 2017

PROJECT No. 32472

Extra Work No. 002

EXTRA WORK AUTHORIZATION

In accordance with the written Contract dated January 17, 1017 between the parties designated below for:

THE PROJECT: Main Lift Station Replacement

THE CLIENT: Terre Haute Sanitary District

hereby authorizes the Engineer to proceed with additional services as follows:

SCOPE OF SERVICES:

As detailed in Exhibit A

SCHEDULE:

As detailed in Exhibit B

FEE

As detailed in Exhibit C

Upon return of a fully-executed authorization, this Supplement and terms or conditions contained therein shall become a part of the Agreement identified above. Except as amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

APPROVED BY: ENGINEER	APPROVED BY: CLIENT
NAME: John A. Achenbach	NAME: <i>[Signature]</i>
SIGNATURE: <i>[Signature]</i>	SIGNATURE: C. James Winnick
TITLE: EVP, Group Executive	TITLE: Secretary
DATE: June 13, 2017	DATE: 6-20-17

EXHIBIT A – SCOPE OF SERVICES

PART I – BASIC SERVICES

This scope of services includes detailed design, permitting, bidding and construction administration services for the following:

1. Main Lift Station Replacement project
2. High Rate Clarification System (HRCS) Phase II project

Scope of Work

Task 1 Detailed Design

A. Main Lift Station Replacement

The detailed design for the Main Lift Station Replacement will follow the preliminary design concepts as documented in the *Main Lift Station Replacement Basis of Design Report* dated May 19, 2017. Any deviations from the established design criteria will be brought to the OWNER's attention prior to advancement of the design. Detailed design will be completed utilizing REVIT 3D Design Software and include:

1. Civil Site Design
 - a. Demolition of existing main lift station facilities
 - b. Site layout
 - c. Site utilities including potable water, sanitary sewer, electrical service, natural gas service and telecommunications
 - d. Turner Street Sewer
 - i. Sewer horizontal and vertical alignments
 - ii. Diversion structures
 - iii. Existing Outfall Closure
 - iv. Traffic Maintenance
 - e. Grading and drainage
 - f. Landscaping
 - g. Erosion and sediment control
 - h. Site security including fencing, and gated access similar to existing WWTP facilities
2. Pump Station Design
 - a. Prepare schematics and flow diagrams
 - b. Prepare hydraulic profile for the proposed facility
 - c. 66", 120" & 144" feed interceptors
 - d. Brine waste acceptance facility
 - e. Screening system
 - f. Wet-well/dry-well layout
 - g. Pumping systems including integration of the existing HRCS facility

- h. Force main layout and design
- i. Surge/water hammer prevention analysis
- j. CFD Analysis – to be completed for both the lift station and large influent/connection structures
- k. WWTP Modeling
 - i. Assemble process model of existing facilities
 - ii. Calibrate model to current operations
 - iii. Assess project impact of anticipated solids loading from HRC
- l. XPSWMM modeling coordination w/ OWNER's Program Manager

3. Architectural Design

- a. Building interiors
- b. Building elevations
- c. Life Safety
- d. Roof plan
- e. Building materials and finishes
- f. Code compliance
- g. Coordination of building systems

4. Structural Design

- a. Foundations
- b. Exterior & interior framing systems
- c. Cast-in-place concrete structures
- d. Buoyancy mitigation
- e. Masonry systems
- f. Lifting systems (crane)

5. Building Mechanical Systems Design

- a. HVAC Systems
 - i. Facility ventilation
 - ii. Odor control
 - iii. Heating and cooling
- b. Domestic plumbing system

6. Electrical Design

- a. Facility power supply
- b. Back-up power
- c. Switchgear set-up
- d. Variable Frequency Drives and Motor Starters
- e. Electrical systems
 - i. lights, cables, conduits switch boxes, control circuits

7. Instrumentation & Controls Design

- a. Prepare P&IDs
- b. Functional descriptions
- c. Process interface summary drawing

- d. SCADA system integration
 - i. Network diagrams for WWTP SCADA & MLS
 - ii. New antenna tower
- e. Level sensing
- f. Equipment monitoring & actuation
- g. Facility monitoring
 - i. Combustible gas detection
 - ii. Grit accumulation
- h. Security access/control
 - i. Card readers, keycode access, CCTV

B. HRCS Phase II

The detailed design for Phase II of the Wet Weather High Rate Clarification System will follow the preliminary design concepts documented in the *High Rate Clarification Expansion Requirements Memorandum* dated April 28, 2017. Any deviations from the established design criteria will be brought to the OWNER's attention prior to advancement of the design. Detailed design will be completed utilizing REVIT 3D Design Software and include:

1. Site and Site Piping Design
 - a. Access drive improvements (asphalt)
 - b. Site security utilizing systems similar to the existing WWTP facilities
 - c. Erosion control
 - d. Finish grading and site restoration
 - e. Site piping design and layout, including effluent sewer, drain piping, UV bypass piping, influent force mains, and waste sludge piping for second HRCS train and to integrate entire HRCS facility with new Main Lift Station.
2. Structural Design
 - a. Demolition plan for removing temporary concrete covers from future HRCS train tankage, preparing tank walls for required structural improvements, and core drilling walls for process piping.
 - b. HRCS interior tank walls and effluent chamber
 - c. UV disinfection structure
 - d. Roof structure over second HRCS train
3. Process Design
 - a. Second HRCS train utilizing Actiflo technology
 - b. Chemical feed and storage systems in support of second of HRCS train
 - c. UV Disinfection
 - d. Process piping in support of second HRCS train
4. Electrical Design
 - a. Motor Control Center (MCC) containing necessary drives, starters, breaker, etc. to service second HRCS train
 - b. Conduit and wire from existing power distribution center (PDC) to new MCC and UV equipment

- c. Electrical Systems
 - i. Lights, cables, conduits, switch boxes, and control circuits for additional HRCS train

5. Instrumentation and Controls Design

- a. Control Panel for second HRCS train
- b. UV System Control System
- c. SCADA system integration of second HRCS train utilizing existing Siemens Control Panel (RTU-1)
 - i. System monitoring and actuation
- d. New SCADA communications
- e. Instrumentation for second HRCS train
- f. Security Monitoring, Access, and Control
 - i. Card readers, keycode access, CCTV

C. Design Coordination

Throughout the detailed design phase, CONSULTANT will coordinate design progress with OWNER. Coordination will be as follows:

1. Detailed design kick-off meeting to be held with the OWNER and CONSULTANT team within 10 days of contract approval and issuance of notice to proceed.
2. Value Engineering Workshop to be held with the OWNER and CONSULTANT team four (4) weeks following the project kick-off.
 - a. Workshop will focus on identifying possible cost saving design revisions that could be implemented into the project.
3. Complete 50% design and submit for review three (3) sets of design drawings, list of project specifications, and opinion of probable construction costs to OWNER. CONSULTANT will allow a minimum of one (1) week and a maximum of two (2) weeks in the schedule for review and comment by OWNER. The 50% submittal will, at a minimum, include the following tasks:
 - a. CONSULTANT will include preliminary demolition plans, site layout plans, site drainage plans, sanitary sewer collection and force main plan and profile drawings, diversion structure & junction chamber detail drawings, equipment detail drawings, process piping drawings, valve schedule, pipe schedule, gate schedule, structural drawings, electrical layout drawings, HVAC drawings, instrumentation and controls drawings, standard detail coordination, specifications table of contents and opinion of probable construction cost.
 - b. CONSULTANT will identify any easement requirements for the construction of the proposed project. OWNER will be responsible for obtaining identified easements.
 - c. CONSULTANT will initiate utility coordination notification prior to completion of 50% design. The 50% design will include any relocation plans provided by private utilities.
4. Conduct field inspection with OWNER's representatives to review proposed

improvements detailed in the 50% design submittal.

5. Complete 90% design, incorporating changes identified by OWNER from the previous design completion review and field inspection, if any. Develop and provide three (3) sets of plans and specifications with revised opinions of construction costs for review and comment by OWNER at the 90% design completion stage. CONSULTANT will allow a minimum of one (1) week and a maximum of two (2) weeks in the schedule for review and comment by OWNER. The 90% submittal will, at a minimum, include the following tasks:
 - a. CONSULTANT will include final demolition plans, site layout plans, site drainage plans, sanitary sewer collection and force main plan and profile drawings, diversion structure & influent chamber detail drawings, equipment detail drawings, process piping drawings, valve schedule, pipe schedule, gate schedule, structural drawings, electrical drawings, HVAC drawings, instrumentation and controls drawings as well as standard construction details.
 - b. CONSULTANT will finalize identification of any easement requirements for the construction of the proposed project.
 - c. CONSULTANT will finalize utility coordination prior to completion of 90% design. The 90% design will include the final relocation plans provided by private utilities.
 - d. CONSULTANT will update the engineer's opinion of probable construction cost.
 - e. CONSULTANT will complete technical specifications and manuals
6. CONSULTANT will incorporate changes identified by OWNER from the 90% design completion reviews.
7. CONSULTANT will review front end contract documents and General Conditions supplied by OWNER and resolve conflicts with plans, technical specifications and special provisions.

Task 2 Construction Document Generation

Following completion of the detailed design phase, CONSULTANT will generate and submit to the Owner construction documents including construction drawings, specifications and engineering opinions of probable construction cost. A single set of construction documents will be generated for both the Main Lift Station Replacement and High Rate Clarification System Phase II projects.

1. CONSULTANT will deliver to OWNER the following items as final design documents that shall become the property of OWNER:
 - a. Electronic (PDF) copies of the bid plans for use by private utilities, to be delivered by the CONSULTANT as required by the utilities to complete existing facility relocations.
 - b. Two (2) printed sets of full size (22" x 34") bid plans and two (2) sets of specifications.
 - c. One (1) electronic (PDF) copy of the bid plans, and specifications.
 - d. One (1) set of calculations used to prepare the Itemized Proposal and CONSULTANT'S Opinion of Probable Construction Cost.

Task 3 Permitting

CONSULTANT will prepare and submit the following permit applications for construction of the above referenced project, as required:

1. IDEM – Application for Sanitary Sewer Facility Construction
2. IDEM – Rule 5 Construction/Land Disturbance Storm Water Permit
3. IDEM – 401 Water Quality Certification
4. IDNR – Construction in the Floodway
5. US ACoE – CWA Section 404 Permitting

Task 4 Regulatory Coordination

CONSULTANT coordinate with OWNER's Program Manager to alter the Long Term Control Plan Schedule through IDEM.

Task 5 Bidding Services

CONSULTANT will provide assistance during the bidding process and shall complete the following tasks:

1. *Plan and Specification Distribution* – Provide digital reproductions of the stamped drawings and the Project Specifications Manual to a printing facility agreeable to the OWNER.
2. *Pre-Bid Meeting* – Facilitate one pre-bid meeting, including preparing the meeting agenda and minutes.
3. *Bidders' Questions* – Provide written answers to questions about the plans and specifications based upon the CONSULTANT's judgment of the intent of the Project that can be determined from said documents. CONSULTANT will review responses with OWNER prior to distribution.
4. *Addendums and Clarifications* – Issue up to five (5) addendums providing additions or clarifications to the issued bidding documents.
5. *Evaluation of Bids* – Review all information provided in all submitted bid packets and provide a certified tabulation of all qualified bids.
6. *Award of Bid* – Provide a recommendation to the OWNER of the Contractor that has prepared the most responsive bid for the Project.

Task 6 Construction Administration Services

CONSULTANT will perform construction administration services and shall complete the following tasks:

1. *General Administration of Construction Contract*. Consult with OWNER and act as OWNER's representative. All of OWNER's instructions to Contractor will be issued through CONSULTANT, who shall have authority to act on behalf of OWNER in dealings with CONTRACTOR.

2. *Pre-Construction Conference.* Conduct a Pre-Construction Conference prior to commencement of Work at the Site. Prepare a conference agenda and minutes.
3. *Monthly Progress Meetings.* Conduct monthly progress meetings at the Project Site between CONTRACTOR, CONSULTANT, OWNER and Resident Project Representative (RPR). Prepare meeting agendas and minutes.
4. *Visits to Site and Observation of Construction.* In connection with observations of Contractor's work in progress while it is in progress:
 - a. Coordinate up to twenty-four (24) construction progress meetings with the OWNER's RPR. These meetings may be conducted at the Site or through telecommunications and are separate from the monthly progress meetings noted above.
 - b. Make up to fifty (50) visits to the Site at intervals appropriate to the various stages of construction, as CONSULTANT deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by CONSULTANT, if any, are not intended to be exhaustive or to extend to every aspect of CONTRACTOR'S work in progress or to involve detailed inspections of CONTRACTOR'S work in progress beyond the responsibilities specifically assigned to CONSULTANT in this Agreement, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on CONSULTANT's exercise of professional judgment as assisted by the RPR. Based on information obtained during such visits and such observations, CONSULTANT will determine in general if CONTRACTOR's work is proceeding in accordance with the Contract Documents, and CONSULTANT shall keep OWNER informed of the progress of the Work.
 - c. The purpose of CONSULTANT's visits to the Site and construction progress meetings with the OWNER's RPR, will be to enable CONSULTANT to better carry out the duties and responsibilities assigned to and undertaken by CONSULTANT during the construction, and, in addition, by the exercise of CONSULTANT's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. CONSULTANT shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, CONSULTANT neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
5. *Defective Work.* Recommend to OWNER that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, CONSULTANT

believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

6. *Shop Drawings and Samples.* Review or take other appropriate action in respect to Shop Drawings and Samples and other data which CONTRACTOR is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews or other actions will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. The scope of this task includes two reviews of each required submittal. If additional reviews are required because incorrect or inadequate information has been submitted by the CONTRACTOR they will be completed as an additional service as outlined in the Agreement.
7. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by CONTRACTOR. The scope of this task is limited to fifty (50) substitutions. Should the CONTRACTOR propose more than fifty (50) substitutions they will be evaluated as an additional service as outlined in the Agreement.
8. *Clarifications and Interpretations; Field Orders.* Issue up to fifty (50) clarifications and interpretations of the Contract Documents as requested by the CONTRACTOR for the orderly completion of their work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. CONSULTANT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
9. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. CONSULTANT's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. CONSULTANT shall be entitled to rely on the results of such tests.
10. *Applications for Payment.* Based on CONSULTANT's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that CONSULTANT recommends CONTRACTOR is paid. Such recommendations of payment will be in writing and will constitute CONSULTANT's representation to OWNER, based on CONSULTANT's general observations and review, that, to the best of CONSULTANT's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the

Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to CONTRACTOR'S being entitled to such payment appear to have been fulfilled in so far as it is CONSULTANT's responsibility to observe CONTRACTOR'S work. In the case of unit price work, CONSULTANT's recommendations of payment will include final determinations of quantities and classifications of CONTRACTOR'S work based upon reports of the OWNER's RPR field verified measurements (subject to any subsequent adjustments allowed by the Contract Documents).

- b. By recommending any payment, CONSULTANT shall not thereby be deemed to have represented that observations made by CONSULTANT to check the quality or quantity of CONTRACTOR'S work as it is performed and furnished have been exhaustive, extended to every aspect of CONTRACTOR'S work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to CONSULTANT in this Agreement. Neither CONSULTANT's review of CONTRACTOR'S work for the purposes of recommending payments nor CONSULTANT's recommendation of any payment including final payment will impose on CONSULTANT responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or CONTRACTOR's compliance with Laws and Regulations applicable to CONTRACTOR'S furnishing and performing the Work. It will also not impose responsibility on CONSULTANT to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to OWNER free and clear of any liens, claims, security interests, or encumbrances or that there may not be other matters at issue between OWNER and CONTRACTOR that might affect the amount that should be paid.

11. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to OWNER, as appropriate, and prepare Change Orders and Work Change Directives as required. The scope of this task is limited to ten (10) Change Orders.

12. *Contractor's Completion Documents*

- a. Receive and review maintenance and operating instructions, schedules, and guarantees.
- b. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.
- c. CONSULTANT will transmit documents to OWNER.

13. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with OWNER and Contractor, conduct an inspection to determine if the Work is Substantially Complete. The inspection will include documenting all punch list items and providing follow-up coordination to help ensure that all punch list items are completed within 30 calendar

days of Substantial Completion. If after considering any objections of OWNER, CONSULTANT considers the Work Substantially Complete, CONSULTANT shall deliver a certificate of Substantial Completion to OWNER and Contractor.

14. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that CONSULTANT may recommend, in writing, final payment to Contractor.
15. *Limitation of Responsibilities.* CONSULTANT shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. CONSULTANT shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.
16. *Record Drawings.* CONSULTANT will prepare record of final quantities and provide as-built record drawings based on redline drawings supplied by the Contractor(s). CONSULTANT does not warrant accuracy of record drawings. The record drawings will be provided to the OWNER within 90 calendar days of CONSULTANT's receipt of the redline drawings. The record drawings will be provided on two (2) computer disks and one (1) set of full-size drawings.

PART 2 – ADDITIONAL SERVICES

If authorized in writing by the OWNER, CONSULTANT shall furnish or obtain from others Additional Services not otherwise provided for in this Agreement. These services will be paid for by OWNER using the CONSULTANT's standard hourly rates.

1. Based upon the results of the CFD modeling analysis, development of a scale physical model may be warranted. At such time an additional services proposal will be provided to the OWNER for review and consideration.
2. Services resulting from significant changes in the general scope, extent, or character of This Part of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction or method of financing, and revising previously accepted studies, reports, design drawings, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the effective date of this Agreement or are due to any other causes beyond CONSULTANT's control.
3. Additional services in connection with the Work, including services which are to be furnished by OWNER and services not otherwise provided for in this Agreement.

EXHIBIT B – PROJECT SCHEDULE

A. CONSULTANT shall make every reasonable effort to deliver the work as specified in the SCOPE OF SERVICES section (EXHIBIT "A") contained herein, in accordance with CONSULTANT shall make every reasonable effort to deliver the work as specified in the CONSULTANT'S SERVICES section (EXHIBIT "A") contained herein, in accordance with the schedule outlined below.

- Detailed Design Contract Approval June 6, 2017
- 50% Design Submittal September 8, 2017
- 90% Design Submittal January 12, 2018
- 100 % Design Submittal February 23, 2018
- Request Advertisement for Bid March 6, 2018

B. The project schedule is dependent upon prompt review and response by the OWNER to all design progress submittals. This schedule assumes a maximum two week turnaround on all reviews by the OWNER.

DRAFT

EXHIBIT C – COMPENSATION FEE SCHEDULE

- A. OWNER shall pay CONSULTANT for Basic Services detailed under Engineer's Services as follows:
1. Tasks 1 & 2 will be billed as a Lump Sum Amount of \$5,304,525.00 for Detailed Design and Construction Document Generation Services.
 2. Task 3 & 4 will be billed as a Lump Sum Amount of \$127,500.00 for Permitting and Regulatory Coordination Services.
 3. Task 5 shall be billed as a Lump Sum Amount of \$122,330.00 for Bidding Services.
 4. Task 6 will be billed as an Hourly Not-To-Exceed Amount of \$1,929,400.00 for Construction Administration Services
- B. The amount paid for Task 6 – Construction Administration shall be equal to the cumulative hours charged to the task times the Engineer's Standard Hourly Rates (given in Appendix 1 of Exhibit C) for each applicable employee classification plus reimbursable expenses for mileage, lodging, and per diem costs.
- C. The above noted fee associated with Task 6 – Construction Administration Services is conditioned on construction contract time to complete the work not exceeding 730 calendar days. Should the construction contract time to complete the work be extended beyond this period, the total compensation to CONSULTANT for this task will be appropriately adjusted.
- D. The CONSULTANT will submit a monthly invoice to OWNER for a portion of the Lump Sum Amount. The portion of the Lump Sum amount billed for CONSULTANTS services will be based upon CONSULTANT's estimate of the proportion of the total services actually completed during the monthly billing period to the Lump Sum.
- E. OWNER shall pay, no later than thirty days of receipt of an invoice prepared by CONSULTANT and submitted to OWNER.

APPENDIX 1 – STANDARD HOULRY RATE SCHEDULE

Hourly rates for services performed in association with Task 5 – Construction Administration Services of this Agreement are:

Classification	Current Hourly Rate
Administrative/Clerical	\$80.00
CADD Technician	\$96.00
Engineer/Architect	\$115.20
Designer	\$131.20
Senior Engineer	\$121.60
Principal Engineer	\$176.00
Project Architect	\$198.40
Project Manager	\$185.60
Chief Engineer	\$320.00
Senior Project Manager	\$200.00
Project Director	\$320.00

Expense	Current Rate
Mileage	At Current IRS Rate
Subconsultants	At Cost
Other Direct Expenses	At Cost

Rates effective through December 31, 2020.

SACOPULOS, JOHNSON & SACOPULOS
LAWYERS
676 OHIO STREET
TERRE HAUTE, INDIANA 47807

GUS SACOPULOS
R. STEVEN JOHNSON
PETER J. SACOPULOS
MICHAEL J. SACOPULOS

TELEPHONE
(812) 238-2565
FACSIMILE
(812) 238-1945

AGREEMENT FOR COLLECTION SERVICES

THIS IS AN AGREEMENT for collection services provided by **SACOPULOS JOHNSON & SACOPULOS** (hereinafter "Sacopulos Johnson & Sacopulos") for **TERRE HAUTE BOARD OF SANITARY** (hereinafter "Client"). Sacopulos Johnson & Sacopulos will use their best efforts to collect on all past due accounts which Client provides to them.

I. FEE & EXPENSES

Sacopulos Johnson & Sacopulos will charge attorney fee for services provided in connection with collection of Client's past due accounts. The amount of the attorney's fee shall be determined on a case by case basis. Said fees shall be assessed to the debtor. In the case of litigation, fee shall be determined by the Court. **Sacopulos Johnson & Sacopulos shall not be entitled to any fees until such time as Client has received the full amount of funds owing on an account.**

II. DISTRIBUTION

All funds collected by Sacopulos Johnson & Sacopulos shall be kept in the trust account of Sacopulos, Johnson & Sacopulos until distributed. Sacopulos Johnson & Sacopulos shall distribute collected funds, less fees (if any), to Client on a monthly basis.

III. HANDLING OF ACCOUNTS

Sacopulos Johnson & Sacopulos requires that all activities, payments, and inquiries concerning Client's past due accounts forwarded to Sacopulos Johnson & Sacopulos for collection be handled by Sacopulos Johnson & Sacopulos. This eliminates confusion, duplicitous work, miscommunication, and double collection.

IV. TERMINATION OF AGREEMENT

This Agreement may be terminated immediately by either party upon written notice to the party's current business address.

V. CONFIDENTIALITY

This is a contract for legal services. Client is protected by the attorney-client privilege.

VI. AMENDMENTS

Any substantive changes to the terms of this Agreement must be mutually agreed upon by the parties and must be reduced to writing within thirty (30) days.

SO AGREED this _____ day of _____, 2016.

CLIENT

SACOPULOS JOHNSON &
SACOPULOS

Terre Haute Board of Sanitary

Michael J. Sacopulos, Partner
Sacopulos Johnson & Sacopulos

CITY OF
TERRE HAUTE
DEPARTMENT
OF ENGINEERING

City Hall
17 Harding Avenue, Room 200
Terre Haute, IN 47807

Phone: 812.232.4028
Fax: 812.234.3973

www.terrehaute.in.gov

BILLY A. BENNETT
Mayor

CHARLES W. ENNIS, P.E., S.E.
City Engineer

engineering@terrehaute.in.gov

MEMORANDUM

TO: Terre Haute Board of Sanitary Commissioners

FROM: Josey Daugherty
Staff Engineer

DATE: June 15, 2017

RE: Sewer Acceptance – Canal Cottages

The Canal Cottages has requested to have the sanitary sewers accepted by the Terre Haute Board of Sanitary Commissioners. The sanitary sewers have passed all testing and inspections required by the City and have been constructed to the City's Standards. The Department of Engineering recommends acceptance of the sanitary sewers in the Canal Cottages.

MEMORANDUM

CITY OF
TERRE HAUTE
DEPARTMENT
OF ENGINEERING

City Hall
17 Harding Avenue, Room 200
Terre Haute, IN 47807

Phone: 812.232.4028
Fax: 812.234.3973

www.terrehaute.IN.gov

DUKE A. BENNETT
Mayor

CHARLES W. ENNIS, P.E., S.E.
City Engineer
engineering@terrehaute.in.gov

TO: Terre Haute Board of Sanitary Commissioners

FROM: Josey Daugherty
Staff Engineer

DATE: June 15, 2017

RE: Sewer Acceptance – Idle Creek Lots 400 - 405

The Idle Creek Lots 400 – 405 addition has requested to have the sanitary sewers accepted by the Terre Haute Board of Sanitary Commissioners. The sanitary sewers have passed all testing and inspections required by the City and have been constructed to the City's Standards. The Department of Engineering recommends acceptance of the sanitary sewers in Idle Creek Lots 400 – 405.

MEMORANDUM

CITY OF
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OF ENGINEERING

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Terre Haute, IN 47807

Phone: 812.232.4028
Fax: 812.234.3973

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DUKE A. BENNETT
Mayor

CHARLES W. ENNES, P.E., S.E.
City Engineer
engineering@terrehaute.in.gov

TO: Terre Haute Board of Sanitary Commissioners

FROM: Josey Daugherty
Staff Engineer

DATE: June 15, 2017

RE: Sewer Acceptance -- Idle Creek Phase I - 2nd Addition Lots
244a - 258

The Idle Creek Phase I - 2nd Addition Lots 244a - 258 has requested to have the sanitary sewers accepted by the Terre Haute Board of Sanitary Commissioners. The sanitary sewers have passed all testing and inspections required by the City and have been constructed to the City's Standards. The Department of Engineering recommends acceptance of the sanitary sewers in Idle Creek Phase I - 2nd Addition Lots 244a - 258.



U.S. Department of Justice

Federal Bureau of Prisons
FCC Terre Haute, In. 47802

Terre Haute Federal Penitentiary

May 31, 2017

Utility Service Provider
Attn: Wastewater Utility Services Department
City of Terre haute wastewater utility
Terre Haute, In. 47802

RE: Continuation of Utility Services for Fiscal Year 2018

The purpose of this letter is to determine your intent to enter into a bilateral written contract for the provision of Sewer Utility services to the Terre Haute Federal Correctional Complex.

Based on the Federal Acquisition Regulation, it is important for us to know of your willingness to enter into a formal contract.

If the city is willing to enter into a formal contract for the provision of Sewer Utility services to the Federal Correctional Complex, Terre Haute, Indiana 47802, please indicate this willingness below. If it is not your intent to enter into a written contract, please indicate this response below. This letter is not a solicitation; its only purpose is to determine your intent to participate in formal contractual procedures.

Please send your response to my attention at the address on the letterhead or e-mail to sballinger@bop.gov. We will appreciate your timely response. Also, please provide any concerns or questions you may have with this response.

Sincerely,

Scott Ballinger
Contract Specialist

Willing to enter a bilateral written contract for the provision of Sewer Utility services.

Un-willing to enter a bilateral written contract for the provision of Sewer Utility services. Please attach a written response outlining your reasons for declining.

Signature of Authorized Company Official

Date

"Contract" means a mutually binding legal relationship obligating the seller to furnish the supplies or services and the buyer to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include (but are not limited to) awards and notices of awards; job orders or task letters issued under basic ordering agreements; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications.

AMENDMENT #5

To

CONTRACT FOR ENGINEERING SERVICES

Between

THE TERRE HAUTE SANITARY DISTRICT

TERRE HAUTE, INDIANA

and

HWC ENGINEERING (formerly Hannum, Wagle and Cline Engineering in original agreement)

Three Million, Five Hundred Fifty Thousand Dollars (\$3,550,000.00), as required for the amended agreements services. The CONSULTANT shall provide the CITY a schedule of hourly rates and reimbursable expenses for approval in January of each year the contract is in effect. The CONSULTANT's hourly rates and expenses for the calendar year 2017 are attached to this Appendix and subsequent year's rates will be provided to the CITY each year.

Unless modified by the provisions of this Amendment, terms and provisions of the original contract dated September 22, 2003, and amended December 15, 2009, June 7, 2011, March 6, 2012 and November 15, 2016 shall remain in full force and effect.

IN TESTIMONY WHEREOF, the Parties hereto have executed this Amendment this

_____ day of _____, 2017.

CONSULTANT: HWC ENGINEERING

BY: _____

Edward P. Jolliffe, President

Attest: _____

Eric M. Smith, P.E., Partner/Director Water Resources Division

**OWNER: TERRE HAUTE SANITARY DISTRICT
TERRE HAUTE, INDIANA**

BY: _____

Attest: _____

RESOLUTION NO. 1, 2017

RESOLUTION OF THE BOARD OF SANITARY COMMISSIONERS OF THE TERRE HAUTE SANITARY DISTRICT ACCEPTING RESPONSIBILITY AND AUTHORIZE THE CREATION OF CERTAIN STANDARD OPERATING PROCEDURES (SOPS) AND REGULATIONS PERTAINING TO THE COLLECTION OF SEWER RATES AND CHARGES

WHEREAS, the Board of Sanitary Commissioners (the "Board") of the Terre Haute Sanitary District (the "Sanitary District") is authorized to pass resolutions, among other things pursuant to Indiana Code 36-9-25, as amended; and

WHEREAS, by General Ordinance No. 1, 1976, the Common Council for the City of Terre Haute empowered the Board of Public Works and Safety to "make and enforce such by-laws and regulations" as it deems necessary for the operation of the sewer system, including the regulation, collection, rebate and refunding of rates and charges; and

WHEREAS, the Board of Sanitary Commissioners now finds it necessary to accept responsibility from the Board of Public Works and Safety and now authorizes the creation of certain standard operating procedures (SOPS) and Regulations pertaining to the collection of sewer rates and charges; and

WHEREAS, The Board will honor the contract made between the Board of Public Works and Safety and TPI Billing Solutions to continue to process the City of Terre Haute's sewer use invoices, charges, and fees; and

WHEREAS, sewer users will be receiving water service from various water providers, which may include, but not limited to: Indiana American Water Company, Seelyville waterworks, West Terre Haute waterworks, and Riley waterworks (hereinafter "water provider"); and

WHEREAS, I.C. Section 36-9-23-31 provides that if a sewer use fee is not paid within the time fixed by the City Council, such fee is delinquent and is therefore subject to a penalty of ten percent (10%) of the amount of the delinquent sewer fee plus a reasonable attorney fee; and

WHEREAS, pursuant to existing policies, sewer payments were due within twenty-one (21) days of the date of the invoice. Charges not paid after the twenty-first (21st) day were deemed delinquent and subject to the 10% penalty as provided in I.C. Section 36-9-23-31; and

WHEREAS, on September 10, 2012, the Board of Public Works and Safety entered into an agreement with Indiana American Water Company, Inc. ("IAWC") Such agreement allows the City to request IAWC to disconnect service to the property; and

WHEREAS, the Board of Sanitary Commissioners understands that the transfer of power and responsibility from the Board of Public Works and Safety needs to be addressed in a timely manner and as efficiently as possible.

NOW THEREFORE, be it resolved by the Board of Sanitary Commissioners of the Terre Haute Sanitary District that:

1. Effective immediately, the Board of Sanitary Commissioners assumes the power and responsibilities granted to the Board of Public Works and Safety by the City of Terre Haute under General Ordinance No. 1, 1976.
2. The Board of Sanitary Commissioners assumes the responsibility authorizing and enforcing standard operating procedures and regulations pertaining to the collection of sewer rates and charges. A duty that was formerly the responsibility of the Board of Public Works and Safety.
3. Effective immediately, sewer use charges are due on the 21st day after the date of issuance of a sewer use invoice. There shall be a two (2) day "grace period" to allow for processing of payments due on weekends or holidays. Any payment made after the grace period is subject to a 10% penalty. Any payment received after 12:00 o'clock p.m. on the final day of the grace period is considered late. Such penalty shall only be assessed on the past cycle's delinquent amount. The delinquency penalty will not be compounded cycle to cycle.
4. The City may assess and collect a water disconnection charge against the user in an amount consistent with amount charged to the City by the water provider. Such amount shall be consistent with the terms of the policies and agreements with the water provider and may be amended from time to time.
5. The office of information technology is responsible for all operational and programmatic decisions related to the collection of sewer rates and charges. The controller's office maintains the financial reporting and auditing responsibilities related to the collection of sewer rates and charges.
6. A copy of this resolution shall be kept on file and available to the public for inspection upon request.
7. The Wastewater Specialist and his/her office have the authority to set Standard Operating Procedures (SOPs) to address billing, payment, collection and lien filing issues. A copy of these procedures will be kept on file and available to the public for inspection upon request.

BE IT FURTHER RESOLVED BY THE BOARD OF SANITARY COMMISSIONERS OF THE TERRE HAUTE SANITARY DISTRICT THAT THIS Resolution shall be in full force and effect from after its passage by the Board of Sanitary Commissioners.

Adopted this 20th day of JUNE, 2017.

AMENDMENT #5

To

CONTRACT FOR ENGINEERING SERVICES

Between

THE TERRE HAUTE SANITARY DISTRICT

TERRE HAUTE, INDIANA

and

HWC ENGINEERING (formerly Hannum, Wagle and Cline Engineering in original
agreement)

AMENDMENT #5

To

CONTRACT FOR ENGINEERING SERVICES

Between

THE TERRE HAUTE SANITARY DISTRICT

TERRE HAUTE, INDIANA

and

HWC ENGINEERING (formerly Hannum, Wagle and Cline Engineering in original agreement)

AMENDMENT # 5

WHEREAS, the Terre Haute Sanitary District, Terre Haute, Indiana acting through it's BOARD OF COMMISSIONERS did on the 22nd day of September 2003 enter into an agreement with Hannum, Wagle & Cline Engineering to provide professional services related to the Terre Haute CSO LTCP Program Management, and,

WHEREAS, the Terre Haute Sanitary District did on the 15th day of December 2009, 7th day of June 2011, 6th day of March 2012 and 15th day of November 2016, amend the original agreement to provide for an increase in the not-to-exceed value for compensation for the proposed project as required to complete additional work, and,

WHEREAS, the Terre Haute Sanitary District now proposes to again amend the original agreement to provide for an increase in the not-to-exceed value to allow HWC to complete the following Program Management Services revised in Amendment #4:

- Collect flow data from CSO Overflow meters and maintain, recalibrate and update system SWMM model for use in Phase post-construction monitoring, LTCP updates and design project hydraulic design considerations.
- Assist City with coordination of all requirements with IDEM regarding CSO LTCP including schedule updates/milestone revisions, milestone completion updates, IDEM CSO monitoring/inspections, etc.
- Update CSO LTCP and associated documents as required based on post-construction monitoring, Phase revisions, plan modifications, regulatory input, etc.
- Assist City with monitoring and inspection of CSO LTCP construction projects as requested on an hourly basis.

NOW, THEREFORE, the parties hereto hereby agree to amend said Contract dated September 22, 2003 and amended December 15, 2009, June 7, 2011, March 6, 2012 and November 15, 2016 concerning the TH CSO-LTCP as follows:

1. To amend Appendix "C," Compensation for Engineering Services, Item 4. "Not to Exceed Contract Amount," an increase of \$100,000.00 for services described herein as follows:
 4. NOT TO EXCEED CONTRACT AMOUNT – The CONSULTANT shall provide the professional services as outlined in Appendix "A" and as amended on an Hourly Plus Reimbursable Expenses basis for a revised total contract not to exceed amount of

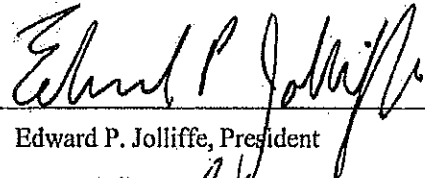
Three Million, Five Hundred Fifty Thousand Dollars (\$3,550,000.00), as required for the amended agreements services. The CONSULTANT shall provide the CITY a schedule of hourly rates and reimbursable expenses for approval in January of each year the contract is in effect. The CONSULTANT's hourly rates and expenses for the calendar year 2017 are attached to this Appendix and subsequent year's rates will be provided to the CITY each year.

Unless modified by the provisions of this Amendment, terms and provisions of the original contract dated September 22, 2003, and amended December 15, 2009, June 7, 2011, March 6, 2012 and November 15, 2016 shall remain in full force and effect.

IN TESTIMONY WHEREOF, the Parties hereto have executed this Amendment this

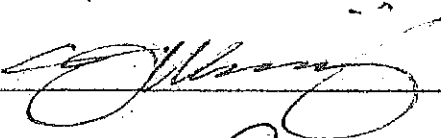
20TH day of JUNE, 2017.

CONSULTANT: HWC ENGINEERING

BY: 
Edward P. Jolliffe, President

Attest: 
Eric M. Smith, P.E., Partner/Director Water Resources Division

**OWNER: TERRE HAUTE SANITARY DISTRICT
TERRE HAUTE, INDIANA**

BY: 

Attest: 



HWC
ENGINEERING

Confidence in the built environment.

135 N. Pennsylvania, Suite 2800
Indianapolis, Indiana 46204

www.hwcengineering.com

HWC Engineering
2017 Hourly Billing Rates

<u>POSITION</u>	<u>HOURLY RATE</u>
Principal	\$201.00
Senior Project Manager	\$196.00
Project Manager	\$155.00
Project Engineer	\$125.00
Landscape Architect	\$120.00
Designer/Technician	\$100.00
Draftsman	\$90.00
Clerical Support	\$75.00
Construction Inspection Manager	\$115.00
Construction Inspector I	\$105.00
Construction Inspector II	\$95.00
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.

Indianapolis | Terre Haute | Lafayette | New Albany | Muncie

www.hwcengineering.com