



**BOARD OF SANITARY COMMISSIONERS
REGULAR MEETING
10:00 a.m. May 15, 2018
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. HWC Utility On-Call Agreement
7. Moser Consulting Change Order
8. Other
9. Adjournment

Sanitary District Claims May 15, 2018

SANITARY BOND FUND

WWUTILITY / 0620-0061- Services Contractual

Modesitt Law Firm	Sanitary Legal Svcs/April 2018	\$ 1,739.79
IUPPS	Sewer Locates/March 2018	\$ 1,218.85

WWUTILITY / 0620-0061- Publication of Legal Notices

WWUTILITY / 0620-0061- Drainage Improvements

WWUTILITY / 0620-0061- Drainage Ways

MAIN LIFT STATION/ SRF FUND

PHOSPHORUS REMOVAL/ SRF FUND

SRF INTEREST FUND

CSO/LTCP P23

HWC Engineering	Program Management	\$ 9,962.75
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Jay Dine
Chris E...
Jim Adam

Run date: 05/03/2018 @ 11:55
Bus date: 05/03/2018

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

CS63796.L02 Page 1

Jnl	Description / Addnl data items	Ref 1	Ref 2	Ref 3	Rate / Resrce	Units	Amount / Rate	Posted amount
EN	AUTOMATED FUELS, INC. A0620-0000-00-202.010	219414	10262					6,583.38CR
EN	AUTOMATED FUELS, INC. A0620-0061-02-422.010	219414	10262					3,314.08
EN	AUTOMATED FUELS, INC. A0620-0061-02-422.020	219414	10262					3,269.30
EN	FRONTIER, INC. A0620-0000-00-202.010	219415	3773					529.75CR
EN	FRONTIER, INC. A0620-0061-03-433.010	219415	3773					529.75
EN	HAMILTON CENTER, INC. A0620-0000-00-202.010	219416	13522					893.51CR
EN	HAMILTON CENTER, INC. A0620-0061-00-347.090	219416	13522					893.51
EN	IN AMERICAN WATER COMPANY A0620-0000-00-202.010	219417	11331					255.84CR
EN	IN AMERICAN WATER COMPANY A0620-0061-03-436.030	219417	11331					255.84
EN	IN AMERICAN WATER COMPANY A0620-0000-00-202.010	219418	11331					46.25CR
EN	IN AMERICAN WATER COMPANY A0620-0061-03-436.030	219418	11331					46.25
EN	JOHN DEERE FINANCIAL, INC. A0620-0000-00-202.010	219419	3994					221.90CR
EN	JOHN DEERE FINANCIAL, INC. A0620-0061-02-422.005	219419	3994					101.92
EN	JOHN DEERE FINANCIAL, INC. A0620-0061-04-444.010	219419	3994					119.98
EN	MENARDS, INC. A0620-0000-00-202.010	219420	11829					23.98CR
EN	MENARDS, INC. A0620-0061-02-423.015	219420	11829					23.98
EN	NORTHERN SAFETY CO, INC A0620-0000-00-202.010	219421	102					740.20CR
EN	NORTHERN SAFETY CO, INC A0620-0061-01-414.020	219421	102					662.74
EN	NORTHERN SAFETY CO, INC A0620-0061-02-422.005	219421	102					77.46
EN	SAM'S CLUB A0620-0000-00-202.010	219422	12662					326.89CR
EN	SAM'S CLUB A0620-0061-02-422.005	219422	12662					317.01
EN	SAM'S CLUB A0620-0061-04-444.010	219422	12662					9.88
EN	TPI BILLING SOLUTIONS, LLC A0620-0000-00-202.010	219423	4549					38,327.81CR
EN	TPI BILLING SOLUTIONS, LLC A0620-0061-03-432.038	219423	4549					38,327.81
EN	VERIZON WIRELESS A0620-0000-00-202.010	219424	14991					244.03CR
EN	VERIZON WIRELESS A0620-0061-03-432.010	219424	14991					244.03

Batch 163796 posted on 05/03/18 by 27 for business date 05/03/18

Tim Adams
John Adams
J. Adams

Run date: 05/03/2018 @ 11:55
Bus date: 05/03/2018

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

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Jnl	Period	Account	Description	Debit	Credit	Balance
EN		Encumbrance Journal				
	05 2018	A0620-0000-00-202.010	ACCOUNTS PAYABLE		48,193.54	
	05 2018	A0620-0061-00-347.090	USER FEES	893.51		
	05 2018	A0620-0061-01-414.020	PROTECTIVE CLOTHING	662.74		
	05 2018	A0620-0061-02-422.005	OPERATING SUPPLIES	496.39		
	05 2018	A0620-0061-02-422.010	GASOLINE	3,314.08		
	05 2018	A0620-0061-02-422.020	DIESEL FUEL	3,269.30		
	05 2018	A0620-0061-02-423.015	REPAIR SUPPLIES	23.98		
	05 2018	A0620-0061-03-432.010	SERVICES CONTRACTUAL	244.03		
	05 2018	A0620-0061-03-432.038	CS Billing	38,327.81		
	05 2018	A0620-0061-03-433.010	TELEPHONE	529.75		
	05 2018	A0620-0061-03-436.030	WATER UTILITY	302.09		
	05 2018	A0620-0061-04-444.010	PURCHASE OF EQUIPMENT	129.86		
		Total for Financial System		48,193.54	48,193.54	.00

Batch 163796 posted on 05/03/18 by 27 for business date 05/03/18

**Minutes of Regular Meeting of the
Board of Sanitary Commissioners
Terre Haute, IN
May 1, 2018**

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 1st day of May 2018, at 10:00 a.m. Those present were Charles Ennis, Larry Auler, Tim Adams, and Jim Winning for the Board of Sanitary Commissioners. Terry Modesitt was also present. Brad Bush was not present.

Also present was Troy Swan of HWC; Debbie Padgett of the WWTP; Bob Murray of the Taxpayer's Association; Howard Greninger of the Tribune Star; and Scott Barbour, Jennifer Bolen, and Sally Roetker of the Engineering Department.

The meeting of the Board of Sanitary Commissioners was called to order by Vice President Tim Adams.

There were no public comments.

APPROVE MINUTES

The minutes from the April 17, 2018 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 April 17, 2018 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. Sally informed that Board that the City still does not have the new software up.

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

OTHER

- Terry Modesitt informed the Board that Chuck sent him the financial capability assessment for the LTCP. He is in the process of reviewing. It is not really a legal contract. It is more of a memo of what they are looking to do. It contains qualifications and who is going to be involved in the project. Attorney informed us we needed to have one of these done in order to negotiate amount of money that we will have in plan and the length of time we have to do it.

- Tim Adams asked about the status of the FBI investigation. Terre Modesitt said that no one knows for sure.

ADJOURNMENT

The next regular meeting of the Sanitary Board will be held on May 15, 2018 at 10:00 a.m. in the Mayor's Conference Room, 3rd Floor, City Hall, 17 Harding Avenue, Terre Haute, Indiana.

APPROVED on the 15th day of MAY, 2018.

Brad Bush, President

Tim Adams, Vice President

Jim Winning, Secretary

Larry Auler, Member

Chuck Ennis, Member

Sanitary District Claims May 15, 2018

SANITARY BOND FUND

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Modesitt Law Firm	Sanitary Legal Svcs/April 2018	\$ 1,739.79
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MAIN LIFT STATION/ SRF FUND

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SRF INTEREST FUND

CSO/LTCP P23

HWC Engineering	Program Management	\$ 9,962.75
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Wastewater Utility Claims May 15, 2018

347.090	User Fees		
	Hamilton Center, Inc.	Sewer Bill Refund	\$893.51

Personnel Services

414.010	Laundry & Uniforms		
	Boot City	Carhartt Bibs - William N.	\$99.99

414.020	Protective Clothing		
	Northern Safety Co Inc	Latex Gloves, Rubber Gloves, Goggles, Etc.	\$662.74

Operating Supplies

422.005	Operational Supplies		
	Ace Sign & Awning, Inc.	Confined Space Sign	\$165.00
	Bio Chem, Inc.	Aluminum Sulfate	\$3,598.46
	Complete Outdoor Equipment Company	Trimmer Line	\$143.80
	Embroidery Express	Screenprinted Vests for Mayor's Office	\$22.00
	Erney Safe & Lock Co Inc	Keys	\$4.50
	Evoqua Water Technologies, LLC	Bioxide	\$9,812.74
	E-Z Clean Corp	Foam Soap, Scrub Pads	\$115.94
	Industrial Supply Company	PVC Cement, PVC Primer	\$26.46
	John Deere Financial, Inc.	Lightbulbs, Oil	\$101.92
	Jones & Sons	Top Soil	\$147.00
	Kimball Midwest	Slings, Cable Ties, Silicone, Etc.	\$602.03
	Lawson Products Inc	Silicone, Sandpaper, Brake Klean	\$462.90
	Menards	Lightbulbs, Rags, All Purpose Cleaner, Etc.	\$115.32
	N.E.W. Interstate Concrete, Inc.	Fiber	\$105.00
	Northern Safety Co Inc	Do Not Operate Signs	\$77.46
	Sam's Club	Water, Batteries, Laundry Detergent, Etc.	\$317.01
	S & G Excavating, Inc.	White Rock	\$585.27
	Wabash Valley Goodwill Ind. Inc.	Wiping Rags	\$64.58

422.010	Gas		
	Automated Fuels	Gas	\$3,314.08

422.020	Diesel		
	Automated Fuels	Diesel Fuel	\$3,269.30

Other Supplies

422.110	Boc Gas		
	Airgas	Acetylene, Argon, Oxygen	\$394.90
	Praxair Distribution Inc	Argon, Stargon, Nitrogen	\$59.93

422.160	Lab Supplies		
	N.C. Labs	Silastic Tubing, Aluminum Tags, Test Tube Brush, Etc.	\$615.25

Rep./Maint. Supplies

423.010 Maint./Rep.

Coldwell	V Belt	\$19.35
Electrical Automation Services, LLC.	AI Module, Submersible Transmitter, Etc.	\$4,337.11
E-Z Clean Corp	Doodlebug Holder	\$15.88
Industrial Supply Company	Bushing, Coupling, Etc.	\$36.00
Jack Doheny Supplies Inc	Couplers, Quick Connects, Etc.	\$52.00
Jasper Engines & Transmissions, Inc.	Transmission	\$1,872.00
Kimball Midwest	Shrink Tubes, Eye Bolts, O-Rings, Etc.	\$590.07
Lawson Products Inc	Fittings, Screws, Connectors, Etc.	\$768.01
Lawson Products Inc	Washers, Screws, Etc.	\$292.76
Lowe's	Ball Valves, Fittings, Etc.	\$92.68
McCord Tire Service, Inc.	Installed New Tire on a Street Dept. Dump Truck	\$870.41
Menards	Couplings	\$23.98
N.E.W. Interstate Concrete, Inc.	Flowable Fill, Limestone Air	\$11,044.00
O'Reilly Auto Parts, Inc.	Control Arms	\$124.78
Quality Automotive Dist. Corp.	Battery, Alternator, Etc.	\$493.34
Quality Automotive Dist. Corp.	Air Filters, Shocks, Battery, Etc.	\$566.07
Quality Automotive Dist. Corp.	Brake Pad, Oil Cooler	\$69.10
S & K Equipment Company, Inc.	Replacement Coil	\$670.50
USABluebook, Inc.	Hydrant Adapters	\$64.98
Vigo Dodge, Inc.	Struts	\$198.00
Wabash Valley Motor & Machine Inc.	Sheave With a Bushing	\$1,876.68

Professional Services

432.010 Services Contractual

Barnes & Thornburg LLP	Legal Services	\$732.00
Electrical Automation Services, LLC.	IT Services	\$25,625.00
Erney Safe & Lock Co Inc	Re-Keyed a Core	\$75.00
FirsTech, Inc.	Monthly Maintenance Fee, Processed Payments	\$390.25
Koorsen Fire & Security, Inc.	Fire Alarm Services	\$119.97
Lowe's	2 Year Replacement Plan on Tools	\$11.97
McGuire Excavating & Trucking, Inc.	Disposal Loads	\$75.00
Moser Consulting, Inc.	Sewage Bills Collection Activity	\$1,375.00
Quality Automotive Dist. Corp.	Computer Program Fees	\$203.00
Robert L. Hoopingarner	Disposal Loads	\$160.00
Seelyville Water & Sewage	Meter Readings	\$1,441.00
Time Warner Cable	Internet Service	\$2,562.25
Valley Electric Supply Corp.	Finance Charge	\$15.33
Verizon Wireless	Air Cards for Lift Stations	\$244.03

432.038 CS-Billing

TPI Billing Solutions, LLC	Printed Utility Bills, Past Due Notices	\$38,327.81
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432.071 Lab Testing

McCoy & McCoy Laboratories, Inc.	Lab Testing	\$167.00
Pace Analytical Services, Inc.	Lab Testing	\$601.00
Pace Analytical Services, Inc.	Lab Testing	\$687.00

432.072 Sycamore Ridge Landfill

Republic Services	Street Sweepings	\$1,228.19
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432.073 Biosolids to Landfill

Republic Services	Biosolids to Landfill	\$13,522.88
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nm./Transportation

433.010 Telephone

Frontier Inc.	Telephone Utility	\$529.75
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433.040 Freight

Continental Research Corp.	Freight	\$16.50
Lawson Products Inc	Freight	\$103.47
Lawson Products Inc	Freight	\$23.08
N.C. Labs	Freight	\$50.49
S & K Equipment Company, Inc.	Freight	\$7.42
USABluebook, Inc.	Freight	\$17.70
Wabash Valley Motor & Machine Inc.	Freight	\$179.28
Wetnight RV Sales	Freight	\$100.00

Utility Services

436.010 Electric Utility

Duke Energy	Electric Utility	\$33.04
Duke Energy	Electric Utility	\$109.73
Duke Energy	Electric Utility	\$190.42
Duke Energy	Electric Utility	\$1,018.53

436.020 Gas Utility

Vectren	Gas Utility	\$62.21
Vectren	Gas Utility	\$167.11
Vectren	Gas Utility	\$5,058.45
Vectren	Gas Utility	\$85.89
Vectren	Gas Utility	\$52.41
Vectren	Gas Utility	\$46.00

436.030 Water Utility

IN American Water	Water Utility	\$255.84
IN American Water	Water Utility	\$46.25
IN American Water	Water Utility	\$122.31
IN American Water	Water Utility	\$57.39

Rep./Maint

437.010 Equipment Repair

Jack Doheny Supplies Inc	Repaired a Motor & Thruster, Repaired a Vactor	\$8,045.95
Wabash Valley Motor & Machine Inc.	Inspected & Repaired a Pump	\$2,174.71
Wetnight RV Sales	Repaired a Generator	\$312.50

437.030 Vehicle Rep./Maint.

Mike's Stop & Shine	Car Washes	\$35.00
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Machinery & Equipment

444.010 Equipment Purchase

BC Heavy Truck & Electric, Inc.	Release Tool	\$9.72
Christopher A. Poe	Valve Remover	\$58.85
Complete Outdoor Equipment Company	Blades	\$56.91
Industrial Supply Company	Level	\$9.15
John Deere Financial, Inc.	Pump, Spot Sprayer	\$119.98
Jones & Sons	Groover With Handle	\$33.00
Jones & Sons	Hand Float, Sidewalk Floats, Handle Adaptors	\$228.60
Kimball Midwest	Drill Bits, Putty Knife, Reamer Sets, Etc.	\$894.18
Lawson Products Inc	Grinding Discs, Utility Knives, Etc.	\$497.81
Lawson Products Inc	Drill Bits	\$21.30
Lowe's	Saw, Grinder, Hammer, Etc.	\$422.61
Marlin Business Bank	Skid Steer, Etc.	\$6,364.45
Menards	Screwdriver, Thatching Rake	\$34.46
Quality Automotive Dist. Corp.	Nut Splitter, Tire Dolly, Etc.	\$228.87
Sam's Club	Mop	\$9.88

5/03/2018 Check Run \$48,193.54

5/10/2018 Check Run \$62,761.41



HWC
ENGINEERING

Confidence in the built environment.

601 South 3rd Street
Terre Haute, Indiana 47807

www.hwcengineering.com

April 11, 2018

Debbie Padgett, Director
Terre Haute Wastewater Utility
3200 South State Road 63
Terre Haute, IN 47802-9197

Re: Terre Haute Wastewater Utility On-Call Agreement
Standard Operating Guidelines Proposal

Dear Debbie:

Based on our initial discussions, regarding the operational challenges you are experiencing at the Terre Haute WWTF and the need to accurately develop support documents for the operations staff, we are pleased to offer you this proposal. We would propose to generally complete the following scope of services for your use in evaluating your operation of the plant and provide Standard Operating Guidelines (SOGs) for various operational parameters associated with the plant. As indicated the services proposed would be provided as a joint effort between HWC Engineering and our subconsultant Donahue and Associates. The following describes the general scope of work offered to assist you and your staff.

Scope of Services:

- This work involves development of operating guidelines on the theory, performance, operation and process control of the Biological Nutrient Removal (BNR) activated sludge process, broken out into 6 guideline documents. For the overall process and for sub-processes (depending on the specific SOG) each guideline will provide an overview of the process function and operation, a listing of key/major process/equipment elements, guidelines on key factors to controlling the process including data collection needs, typical operational parameter ranges, what/how to exert process/operational control and how to monitor the process to help make decisions about controlling it.
- The second part of this work element will be presenting the guidelines to plant staff. This will involve a one or two day site visit to present training on the SOGs as well as training on several process tools (e.g., Excel spreadsheets) that can help with process control. The training sessions are intended to be an interactive forum for process Q&A as well. Following the training site visit the SOGs will be updated and finalized based on training feedback as well as plant staff review comments from their initial experiences making use of the SOGs.
- A last activity will include a brief memorandum highlighting any significant BNR AS system needs identified during the site visits, training and follow-up. Also included in the post-training services will be on-call time for process consultation, if needed, as staff work with the SOGs.
- Specific SOGs to be prepared and presented include:

Addressee

Date

Page 2

1. BNR AS System Overview - This SOG will provide a big picture/high level introduction on the system as a whole, how it functions, how biological nutrient removal fits in, and the functions and inter-relations of its various major process elements.
2. Bioreactors & Blowers - This SOG will discuss the roles of each bioreactor zone (anaerobic, anoxic, aerobic), what the environmental characteristics of each are and what they mean, inputs and outputs of each zone, monitoring requirements for each zone, and what and how can process control be exerted in each zone. The role of the air supply and aeration blowers will be included as well.
3. Bioreactor/System Microbiology - This SOG will provide a high-level discussion on the microorganisms that are doing the key treatment activities as well as the indicator organisms used to assess activated sludge systems - and what their presence or absence mean. Included will be discussion on good as well as bad indicators, and in the latter case, discussion of typical methods of dealing/correcting things.
4. Secondary Clarifiers - This SOG will discuss in detail how clarifiers work and identify the key factors that affect their performance, and how such factors affect operations. It will then discuss important parameters for process monitoring and control, and process control considerations.
5. RAS/WAS/Internal Mixed Liquor Recycle Pumping - This SOG will begin by discussing the process function of each of these systems, and their inter-relationship with each other as well as with the clarifiers and bioreactors. It will then discuss each pumping system in terms of what to monitor and what can and should be controlled and why, from an overall process perspective.
6. Integrated BNR Process Control - This SOG pulls all the system elements together from a process monitoring and control perspective. Its focus will be on the "routine" of day to day process monitoring and control - controlling things from a system-wide performance perspective. Included will be development and training on an Excel spreadsheet WAS calculating tool to help with such monitoring and control of the system.

We would propose to complete the services required to prepare the Standard Operating Guidelines on an hourly basis, not to exceed \$55,000.

If this is acceptable, please let me know and we could complete these services under a new task under our on-call agreement with your authorization. We appreciate the opportunity to complete this work and assist the wastewater utility.

Sincerely,

Troy M. Swan, P.E.
Senior Project Manager

HWC ENGINEERING
135 N. Pennsylvania Street, Suite 2800
Indianapolis, IN 46204
(317) 347-3663
(317) 981-1298 (fax)

AGREEMENT TO PROVIDE SERVICES

This AGREEMENT TO PROVIDE SERVICES ("Agreement") is recognized as being established the _____ day of _____, 2018 (the "Effective Date"), by and between HWC Engineering, Inc., of Indianapolis, Indiana (hereinafter referred to as "HWC") and the Board of Sanitary Commissioners for the City of Terre Haute, Indiana (hereinafter referred to as "CLIENT"), concerning the following:

The Project Name, Location, and Address are:

On-Call Wastewater Utility Services
Terre Haute, Indiana

The CLIENT's Name and Address is:

Terre Haute Sanitary District
City of Terre Haute
17 Harding Avenue
Terre Haute, IN 47807

The Project's Designated CLIENT Representative and his/her contact information (including title, address, phone number, fax number, and e-mail address) are:

Debbie Padgett, Wastewater Utility Director
City of Terre Haute Wastewater Utility
3200 South State Road 63
Terre Haute, IN 47802
Phone: 812-244-5500
Debbie.Padgett@terrehaute.in.gov

The Project's designated HWC representative and his/her contact information (including title, address, phone number, fax number and email address):

Troy Swan, PE
Senior Project Manager
HWC Engineering
601 S. 3rd Street
Terre Haute, IN 47807
Phone: 812-234-2551
Fax: 812-234-9067
tswan@hwcengineering.com

The applicable HWC Project number: 2018-092

On-Call Wastewater Utility Services
Terre Haute, Indiana

WITNESSETH

WHEREAS, the CLIENT desires to contract for certain professional services in connection with the following project (hereinafter the "Project"):

On-Call Wastewater Utility Services

WHEREAS, HWC has expressed a willingness to provide the professional services for the Project; and

WHEREAS, the parties hereto agree that HWC shall provide the services and documents hereinbefore and hereinafter described in relation to the Project;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, agree as follows:

SECTION I: SERVICES BY HWC

The services to be performed by HWC under this Agreement are set out in Appendix "A", attached to this Agreement, and made an integral part hereof (hereinafter the "Services").

SECTION II: INFORMATION AND SERVICES TO BE FURNISHED BY THE CLIENT

The information and services to be furnished by the CLIENT are set out in Appendix "B", attached to this Agreement and made an integral part hereof.

SECTION III: NOTICE TO PROCEED AND SCHEDULE

HWC shall begin the work to be performed under this Agreement upon receipt of the written notice to proceed from the CLIENT, and shall deliver the work to the CLIENT in accordance with the schedule contained in Appendix "C", attached to this Agreement, and made an integral part hereof. HWC shall not begin work prior to the date provided in the written notice to proceed.

HWC acknowledges the importance to the CLIENT of the project schedule and agrees to put forth reasonable efforts in performing the services with due diligence under this Agreement in a manner consistent with that schedule attached. The CLIENT understands, however, that HWC's performance must be governed by sound professional practices.

If in this Agreement, specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of HWC, for reasons including, but not limited to, delay of state or municipal agencies in approvals or other governmental decisions, or delay in site or land acquisition, the rates and amounts of compensation provided herein shall be subject to equitable adjustment.

SECTION IV: COMPENSATION

HWC shall receive payment for the work performed under this Agreement as set forth in Appendix "D", attached to this Agreement, and made an integral part hereof.

On-Call Wastewater Utility Services
Terre Haute, Indiana

SECTION V: GENERAL PROVISIONS

1. Consultants and Subcontracting

HWC shall, in its sole discretion and without approval of the CLIENT, have the right to employ such subconsultants and consultants (collectively hereinafter "Subconsultants") as HWC deems necessary to assist in the performance of furnishing of the Services. HWC Shall not be required to employ any Subconsultants unacceptable to HWC.

2. Use and Ownership

All reports, tables, figures, drawings, specifications, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents (hereinafter "Documents") prepared by HWC as instruments of service shall remain the property of HWC. The CLIENT shall be entitled to copies or reproducible sets of any of the Documents for information and reference in connection with use on the Project by CLIENT.

HWC will retain all pertinent records relating to the services performed for a period of five (5) years following performance of work, during which period the records will be made available to the CLIENT at all reasonable times for inspection or copying.

HWC agrees that the CLIENT is not required to use any plan, report, drawing, specifications, advice, map, document or study prepared by HWC and HWC waives all right of redress against the CLIENT if the CLIENT does not utilize same. 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. CLIENT shall indemnify and hold harmless HWC from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting there from.

CLIENT hereby acknowledges that due to the status of the Documents as instruments of professional service and the value associated therewith such designation, that HWC is entitled to enforce the prohibition against misuse of the Documents by CLIENT by obtaining an injunction to enjoin and restrain the unauthorized use of the Documents. Additionally, the improper utilization of the Documents hereunder shall be considered to be a breach of this Agreement and entitle HWC to all rights and remedies provided herein.

3. Compliance with State and Other Laws

HWC specifically agrees that in performance of the services herein enumerated by HWC or by Subconsultants or anyone acting on behalf of either, that each will comply with all state, federal, and local statutes, ordinances and regulations in effect as of the effective date of this Agreement (the "Laws and Regulations"). Changes to these laws and regulations after the effective date of this Agreement may be the basis for modifications to CLIENT's responsibilities as provided in Appendix B or to HWC's Services (as provided in Appendix A), times of performance (as provided in Appendix C), or compensation (as provided in Appendix D).

4. Professional Responsibility

HWC will exercise reasonable skill, care, and diligence in the performance of services and will carry out all responsibilities in accordance with customarily accepted professional engineering

On-Call Wastewater Utility Services
Terre Haute, Indiana

practices. Failure by the CLIENT to report any defect or suspected defect to HWC within one (1) year from the completion of HWC's services for the Project shall relieve HWC of the obligation to cure the defect or suspected defect or any costs associated with the efforts to cure the defect or suspected defect.

Neither the professional activities of HWC, nor the presence of HWC or its employees and sub-consultants at a construction/project site, shall relieve the construction professional or company contracted (hereinafter "CONTRACTOR") with the CLIENT to provide construction services of its obligations, duties and responsibilities, including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. HWC and its personnel have no authority to exercise any control over the CONTRACTOR or its employees in connection with their work or any health and safety programs or procedures. The CLIENT agrees that the CONTRACTOR shall be solely responsible for job site safety and warrants that this intent shall be carried out in the CLIENT's contract with the CONTRACTOR. The CLIENT also agrees that the CLIENT, HWC and HWC's sub-consultants shall be indemnified by the CONTRACTOR and shall be made additional insureds under the CONTRACTOR's policies of general liability insurance.

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 responsible for errors, omissions or deficiencies in the designs, drawings, specifications, reports or other services of the CLIENT or other consultants, including, without limitation, surveyors and geotechnical engineers, who have been retained separately by CLIENT. HWC shall have no liability for errors or deficiencies in its designs, drawings, specifications and other services that were caused, or contributed to, by errors or deficiencies (unless such errors, omissions or deficiencies were known or should have been known by HWC) in the designs, drawings, specifications and other services furnished by the CLIENT, or other consultants retained by the CLIENT. Additionally, HWC shall not be responsible for the use of the Documents by CLIENT, or consultants retained by the CLIENT, for any purposes other than in conjunction with the Project.

HWC's opinions of probable construction costs provided under this Agreement 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 within the industry. However, since HWC has no control over the cost of labor (including but not limited to wage scales for public works projects), materials (or changes in materials requested by CLIENT), equipment or services furnished by others, changes in applicable laws (including, but not limited to, building codes, flood plain designation, etc.) 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 costs prepared by HWC.

5. Status of Claims

HWC shall be responsible for keeping the CLIENT currently advised as to the status of any known claims made for damages against HWC resulting from services performed under this

Agreement. HWC shall send notice of claims related to work under this Agreement to the CLIENT.

6. Insurance

HWC shall at its own expense maintain in effect during the term of this contract the following insurance with limits as shown or greater:

- General Liability (including automobile) with a combined single limit of \$1,000,000.00. The CLIENT shall be named as an Additional Insured. HWC's insurance shall be written on a "primary" basis and the CLIENT's insurance program shall be in excess of all of HWC's available coverage.
- Worker's Compensation at single limit of \$1,000,000.00. Worker's Compensation shall include a Waiver of Subrogation endorsement in favor of CLIENT.
- Professional Liability for protection against claims arising out of performance of professional services caused by negligent error, omission, or act in the amount of \$2,000,000.00
- HWC shall provide to CLIENT Certificates of Insurance indicating the aforesaid coverage upon request of the CLIENT.
- HWC shall name CLIENT as additional insured on General Liability and Auto Liability policy.

HWC will require its Subconsultants to maintain Commercial General Liability, Auto Liability, Workers Compensation and Professional Liability coverages equal to or greater than maintained by HWC. Subconsultants shall also name HWC and CLIENT as additional insureds on General Liability and Auto Liability policy.

CLIENT shall procure and maintain insurance as follows:

- Commercial General Liability Insurance, with a per occurrence limit of not less than \$2,000,000.00

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.

7. Changes in Work

In the event that either the CLIENT or HWC determine that a material change in scope, character or complexity of the work is needed after the work has progressed as directed by the CLIENT, both parties in the exercise of their reasonable and professional judgment shall negotiate the changes and HWC shall not commence the additional work or the change of the scope of the work until a supplemental agreement is executed and HWC is authorized in writing by the CLIENT to proceed.

8. Delays and Extensions

HWC agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Any such delays shall be compensated for by an extension of time for such period as may be reasonably determined by the CLIENT, subject to HWC's approval. However, it being understood, that the permitting of HWC to proceed to complete any services, or any part of

On-Call Wastewater Utility Services
Terre Haute, Indiana

them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the CLIENT of any of its rights herein.

9. Abandonment

Services may be terminated by the CLIENT and HWC by thirty (30) days' notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party so long as such nonperformance has not been caused by delays outside of the control of HWC. If so abandoned, HWC shall deliver to the CLIENT copies of all data, reports, drawings, specifications and estimates completed or partially completed along with a summary of the progress of the work completed within twenty (20) days of the abandonment. In the event of the failure by HWC to make such delivery upon demand, then and in that event HWC shall pay to the CLIENT any damages sustained by reason thereof. The earned value of the work performed shall be based upon an estimate of the portions of the total services as have been rendered by HWC to the date of the abandonment for all services to be paid for on a lump sum basis. HWC shall be compensated for services properly rendered prior to the effective date of abandonment on all services to be paid on a cost basis or a cost plus fixed fee basis. The payment as made to HWC shall be paid as the final payment in CLIENT's full settlement and release for the services hereunder unless otherwise provided hereunder.

10. Non-Discrimination

Pursuant to Indiana and federal law, HWC and HWC's Subconsultants, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

11. Employment Eligibility Verification

HWC affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien.

HWC shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in I.C. 22-5-1.7-3. HWC is not required to participate should the E-Verify program cease to exist.

HWC shall require its Subconsultants, who perform work under this Contract, to certify to HWC that the Subconsultant does not knowingly employ or contract with an unauthorized alien and that the Subconsultant has enrolled and is participating in the E-Verify program. HWC agrees to maintain this certification throughout the duration of the term of a contract with a Subconsultant.

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

12. Successor and Assigns

The CLIENT and HWC each binds themselves and successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the CLIENT and HWC shall assign, sublet or transfer their interest in the Agreement without the written consent of the other.

13. Supplements

This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

14. Governing Laws

This Agreement and all the terms and provisions shall be interpreted and construed according to the laws of the State of Indiana, notwithstanding any state's choice of law rules to the contrary. Should any clause, paragraph, or other part of this Agreement be held or declared to be void or illegal, for any reason, by any court having competent jurisdiction, all other causes, paragraphs or part of this Agreement, shall nevertheless remain in full force and effect. Any and all actions to be litigated under this matter shall be initiated in Marion County, Indiana.

This Agreement contains the entire understanding between the parties and no modification or alteration of this Agreement shall be binding unless endorsed in writing by the parties thereto.

This Agreement shall not be binding until executed by all parties.

15. No Partnership

This Agreement will not constitute, create, give rise to or otherwise recognize a joint venture, partnership or formal business organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly stated under this Agreement. Neither party shall represent itself as an employee or subcontractor of the other, nor is this Agreement or any related documents intended to be construed so as to make either party an employee or subcontractor of the other. Except as otherwise provided in this Agreement, neither party shall have the ability to bind the other to any agreement for payment of goods or services, nor shall it represent to any person that it has such ability. All expenses incurred by the parties hereto are their respective sole responsibility, unless otherwise provided for in this Agreement.

16. Rights and Benefits

HWC's services will be performed solely for the benefit of the CLIENT and not for the benefit of any other persons or entities.

17. Disputes

All claims or disputes of HWC and the CLIENT arising out of or relating to the Agreement, or the breach thereof after notice and a reasonable opportunity to cure, shall be first submitted to non-binding mediation. If a claim or dispute is not resolved by mediation, the party making the claim or alleging a dispute shall have the right to institute any legal or equitable proceedings in a court located in Marion County, Indiana.

18. Indemnities

HWC and the CLIENT each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives from and against liability for all claims, losses, damages, and expenses, including reasonable attorney fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions.

In addition to the indemnity of this Agreement, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless HWC, HWC's Subconsultants and the officers, directors, partners, employees of HWC, 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, toxic or dangerous environmental condition, on or about the Project site (the "Site"), whether known or unknown to CLIENT, provided that 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.

The CLIENT agrees to extend any and all liability limitations and indemnifications for performance of services under this Agreement to, in and including, but not limited to HWC's officers and employees, their heirs and assigns, and HWC's Subconsultant's their heirs and assigns.

19. Engaging in activities with Iran

By signing this Agreement, HWC certifies that it is not engaged in investment activities in the country of Iran as set forth in I.C. 5-22-16.5-13.

20. Complete Agreement

This Agreement, and all other referenced exhibits which form a part of 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.

21. Notice

Any notice contemplated herein or required or permitted to be given hereunder shall be in writing and shall be deemed to be given when delivered personally or sent by registered or certified mail, postage prepaid, return receipt requested to the parties at the addresses set forth in the preamble of this Agreement, or to such other address as either party may have last specified by written notice to the other.

IN WITNESS WHEREOF, the CLIENT and HWC have signed this Agreement in duplicate. One counterpart each has been delivered to the CLIENT and HWC.

This Agreement will be effective on _____, 2018.

"CLIENT"

"HWC"

City of Terre Haute Sanitary District

HWC Engineering

By: _____

By: _____

Printed: _____

Printed: Edward P. Jolliffe

Title: _____

Title: President

Date: _____

Date: _____

APPENDIX "A"

SERVICES BY HWC

This agreement is for HWC Engineering (HWC) to provide the Terre Haute Wastewater Utility through its Board of Sanitary Commissioners (CLIENT), with general engineering technical assistance related to its Wastewater Treatment Facility and General Operations, at the request of the CLIENT, HWC shall provide the appropriate professional services as requested and agreed to. Given the varied status of the services which could be requested, HWC will develop a scope, an associated schedule and appropriate fee for the proposed services to be authorized individually on a task order basis. The services provided by HWC could include the following services:

- General Services – Provide general engineering consulting services as needed.
 - Attend Meetings as required.
 - Provide Technical Assistance at the request of the CLIENT.
- Study
 - Provide technical evaluations/studies for miscellaneous items that impact the collection system and/or treatment facilities.
- Design
 - Perform design for miscellaneous items that impact the collection system and/or treatment facilities.

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE CLIENT

If required, the CLIENT shall, within a reasonable time, so as not to delay the services of HWC:

1. Provide full information as to HWC's requirements for the Project.
2. Assist HWC by placing at HWC's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
3. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by HWC, obtain advice of an attorney, insurance counselor, and other Engineers as CLIENT deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time or as provided in an agreed schedule so as not to delay the services of HWC.
4. Give prompt written notice to HWC whenever CLIENT observes or otherwise becomes aware of any defect in the Project.
5. Furnish all existing approvals or permits from all governmental authorities having jurisdiction over the Project. HWC will assist the CLIENT in identifying and procuring any additional permits associated with this Project or as identified in this Agreement or "Services by the HWC/the Engineer".
6. Arrange for access to and make all provisions for HWC to enter upon public and private property as required for HWC to perform services under this Agreement.
7. Obtain necessary easements and right-of-way for construction of the Project, including easement and right-of-way descriptions, property surveys and boundary surveys.
8. Furnish to HWC, as requested by HWC or as required by the Contract Documents, data prepared by or services of others, including exploration and tests of subsurface conditions at or contiguous to the site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site.

APPENDIX "C"

NOTICE TO PROCEED AND SCHEDULE

HWC acknowledges the importance to the CLIENT of the project schedule and agrees to put forth reasonable efforts in performing the services with due diligence under this Agreement in a manner consistent with the schedule below:

Activity	Schedule
Contract Executed and Notice to Proceed:	
HWC will develop a scope, an associated schedule and appropriate fee for the proposed services to be authorized individually on a task order basis.	To be determined by individual authorized task orders.

APPENDIX "D"

COMPENSATION

HWC shall receive payment from CLIENT for the work performed under this Agreement, as listed below:

Activity	Fee	Compensation Type
Individual Authorized Task Orders	To be determined	To be determined

The "Hourly Rates and Reimbursable Expenses Schedule" identified in this Agreement are subject to change each December 31st without notification or modification to this Agreement.

HWC Engineering
2018 Hourly Billing Rates

<u>POSITION</u>	<u>HOURLY RATE</u>
Principal	\$201.00
Senior Project Manager	\$196.00
Project Manager	\$155.00
Project Engineer	\$130.00
Engineer Intern	\$110.00
Landscape Architect I	\$135.00
Landscape Architect II	\$110.00
Planner	\$125.00
Designer/Technician	\$100.00
Clerical Support	\$75.00
Construction Inspection Manager	\$115.00
Construction Inspector I	\$105.00
Construction Inspector II	\$95.00
Project Surveyor	\$120.00
Survey Crew Leader	\$100.00
Survey Crew Member I	\$80.00
Survey Crew Member II	\$65.00
Intern	\$56.00

REIMBURSABLE EXPENSES

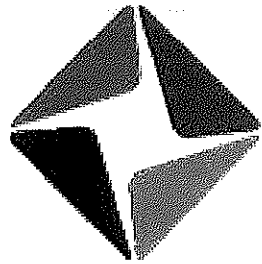
- Direct Travel Expense - including mileage (the current rate allowed by the IRS), air fare, car rental, lodging, meals, large blueprint and copying runs, etc.
- Large format black and white prints at \$.375 per square foot.
- Plots at \$2.00 per square foot.
- Black and white copies at \$.10 per sheet.
- 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.

On-Call Wastewater Utility Services
Terre Haute, Indiana
Appendix "D"

RAILROAD ITS GRANT REIMBURSEMENTS

2015

DATE	VENDOR	INV #	AMOUNT	CHECK #	TO LESLIE	REIMB	RECED
11/11/2014	URS CORP	6072399	\$15,375.00	96871	3/24/2015		
12/12/2014	URS CORP	6122486	\$17,425.00	97495	3/24/2015		
1/15/2015	URS CORP	6148591	\$28,700.00	98530	8/4/2015		
2/10/2015	URS CORP	6175475	\$41,000.00	98529	8/4/2015		
3/16/2015	URS CORP	6214332	\$26,650.00	99057	8/4/2015		
4/24/2015	URS CORP	6256924	\$5,740.00	101547	10/29/2015		
5/2/2015	URS CORP	37645326	\$23,443.40	104835	12/29/2015		
11/3/2015	URS CORP	37649915	\$52,777.80	104835	12/29/2015		
12/18/2015	URS CORP	37676577	\$184,722.30	105438	1/21/2016		
1/11/2016	URS CORP	37685130	\$15,833.34	105438	1/21/2016		
1/14/2016	URS CORP	37686958	\$116,111.16	105438	1/21/2016	\$475,000.00	2/3/2016
		TOTAL	\$527,778.00				

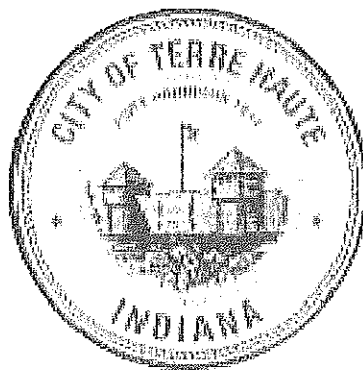


moser
consulting

IT PROFESSIONAL SERVICES

12/19/2017

Modified: 05/09/2018



Moser Consulting, Incorporated
6220 Castleway West Drive
Indianapolis, IN 46250
Phone: 317-596-8022

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PROPRIETARY STATEMENT

This document contains confidential and proprietary information and is the property of Moser. This document was prepared for the requesting party for the sole purpose of evaluating the products and services proposed. It is submitted to you in confidence, on the condition that you and your representatives have, by receiving it, agreed not to reproduce or copy it, in whole or in part, or to furnish such information to others, or to make any other use of it except for the evaluation purposes stated above, and to return it to Moser upon request. The previous statement shall not apply to the extent that such statement violates any federal or state laws requiring such information to be made available to the public. In the event this document results in a contract, you may retain this document for use, including making any necessary copies related to the products and services covered by such contract. The offerings and prices presented in this document, excluding any leasing quotes or rates, shall remain valid for a period of 60 days from the document date unless Moser authorizes an extension.

Moser Contact Information

Indianapolis Office:

6220 Castleway West Drive
Indianapolis, IN 46250
Phone: (317) 596-8022

Baltimore Office:

21 Governors Ct; Suite #200
Baltimore, MD 21244
Phone: (443) 380-8022

Primary Contact:

John Boyce
Business Development Manager
Email: john.boyce@moserit.com
Cell: 317.478.0605

INTRODUCTION

Moser Consulting has been performing Information Technology upgrades, Infrastructure Consulting services, Business Intelligence Consulting services and Software/Database Consulting services for more than 22 years. Moser has developed a set of methodologies, processes and procedures that drive consistency, efficiency and value for their clients. Moser Consulting is a data-centric consulting company with more than 200 consultants engaged in client support through the Indianapolis and Baltimore offices.

SOLUTION SUMMARY

In this engagement Moser will provide professional IT services to the City of Terre Haute, Office of Information Technology to build a temporary solution to improve the Data Tracker capabilities. This solution will assist the City of Terre Haute with their need of tracking different accounts and proving account values, collections, etc. if/when they are audited.

It is Moser's assumption that this temporary solution will be in place for less than a year and a permanent solution (CUBS/Debt Tracker rewrite) will be performed in 2018.

Moser services will be executed in 3 main steps:

1. Load Debt Tracker data into system
2. Import collection agency data into system
3. Report Creation

Modified Scope as of 05/09/2018:

The Moser team will add a new feature to the Debt Tracker application that will allow multi-select for write off purposes. The user will be able to select which accounts in a batch they want to write off, and run the process for all accounts selected with one click.

This process will write off everything owed on the selected account. The tool aggregates the amount owned across all batches for an account and writes all of it off.

This modification will not perform any reporting.

If an account is mistakenly written off, then Moser would need to be contacted to undo the process.

Load Debt Tracker Data

In this step, Moser will create the code necessary to import the Debt Tracker spreadsheet data into the THSB database (SQL Server 2008). This data import would be performed using the new Debt Tracker application.

We will integrate with CUBS to utilize existing account information. We will NOT be creating new accounts in CUBS but will be provided with account and sub-account information to tie collections to account holders, along with net amount due and service date ranges for record creation.

The City of Terre Haute asks that this step be completed by the end of the year.

Import Collection Agency Data

The second step of the project is to get the data from the collection agency into the THSB database. To ensure the imports work properly, the collection agency will need to provide the account, sub-account number, and payment information which includes amount and month paid. This information should be provided electronically via a spreadsheet in a consistent format.

Report Creation

Reports are the last item to be completed. Reports requirements have not yet been defined. The Moser and Terre Haute teams will work together to define the reports.

Scope of reporting is limited to data held in this application and CUBS account information.

EXCLUSIONS

The following will be out of scope of this SOW:

1. Data refactoring
2. Logic to decide who the collection agency sends the notice to
3. Logic to decided who payments are received from
4. Any interactions with CUBS other than using existing account information

MOSER RESPONSIBILITIES

Moser is responsible for providing The City of Terre Haute, Office of Information Technology with the following:

1. Professional and satisfactory completion of the stated work in the solution summary.
2. Timely and efficient selection of an appropriately skilled development resource to meet the requirements and defined scope of work.

THE CITY OF TERRE HAUTE RESPONSIBILITIES

Prior to the delivery of any services defined in this Proposal, The City of Terre Haute, Office of Information Technology will designate a person as The City of Terre Haute's Primary Client Contact (PC) with Moser. The PC will be the person to whom all Moser communications will be addressed and who has the authority to act for The City of Terre Haute in all aspects of this contract.

The PC's responsibilities will include:

1. Serve as the interface between Moser and The City of Terre Haute.

2. Assign an Administrator to:
 - a. Provide Moser with permissions for VPN, database servers, and App servers.
 - b. Provide Moser with RDP and DB Instance Permissions.
 - c. Provide Moser with a Test Server
 - d. Provide instance for production database (can be multi-tenant)
 - e. Schedule meeting rooms as necessary, per agenda.
 - f. Work with Moser to administer the Project Change process.
3. Obtain and provide information, data, decisions and approvals, within three working days of Moser's request, unless both parties agree to an extended response time.
4. Resolve deviations from project plans that may be caused by The City of Terre Haute.
5. Help resolve project issues and escalate issues within The City of Terre Haute organization.

LOCATIONS WHERE SERVICES WILL BE PROVIDED

City of Terre Haute
Office of Information Technology
17 Harding Ave.
Terre Haute, IN 47807

Moser Consulting
6220 Castleway West Drive
Indianapolis, IN 46250

ENGAGEMENT PROTOCOL

In addition to the professional consultant team support defined, Moser will provide The City of Terre Haute an Engagement Manager (EM) to assist in engagement governance and communication. The Moser EM is responsible for working with The City of Terre Haute Management to be the first point of contact regarding services requested, completed and/or escalated and communicated under this SOW and Master Services Agreement. There is no charge to The City of Terre Haute for EM support Moser Responsibilities.

ASSIGNED RESOURCES AND PRICING

Moser has estimated the work involved to deliver this solution to be 360 hours, plus any reasonable expenses incurred by Moser consultant(s). This is an estimate based upon Moser's current understanding of the project scope and experience in executing these types of engagements.

Estimate Breakdown

1. Load Debt Tracker data: 140 hours
2. Import collection agency data: 88 hours
3. Report Creation: 132 hours
4. **Write-off multiple accounts at a time: 30 hours**

The City of Terre haute pricing for Moser IT services shall be as follows:

Title	Discounted Rate for City of Terre Haute	Moser Published Rate
Sr. .Net Developer	\$125 / Hour	\$145 / Hour

Moser will notify the City of Terre Haute when the estimated hours are 80% utilized. The Moser team will then determine the time needed to complete the remaining work. If more than the remaining hours are needed, then a change order or new SOW will be required to account for the additional hours.

TRAVEL EXPENSES

Moser Consulting shall invoice The City of Terre Haute for all reasonable and normal out-of-pocket travel-related expenses, including airfare, room and board, meals and car rental, incurred during any requirements gather phases, and project update meetings, provided such expenses are approved in advance by The City of Terre Haute.

PAYMENT TERMS

The City of Terre Haute shall be invoiced monthly on a time and materials basis per the pricing table defined in the "Assigned Resources and Pricing" section of this SOW.

Terms are Net 30.

TERMINATION ON NOTICE

The City of Terre Haute may terminate this agreement for any reason with immediate effect by delivering notice to Moser Consulting. At that point, the City of Terre Haute will be billed for actual hours worked by Moser Consulting.

ADDITIONAL TERMS AND CONDITIONS

See additional terms and conditions attached (Attachment A). Moser Consulting agrees to the attached City of Terre Haute, Board of Sanitary Commissioners, Terms and Conditions Contract Language 2014.

APPROVAL(S)

We appreciate the opportunity to provide our services to The City of Terre Haute. Please contact John Boyce (john.boyce@moserit.com) at 317.478.0605 to discuss the scope of this engagement. Signature on this document constitutes a mutual understanding and an approval to proceed.

Signature of Agreement (Signed and Dated):

John Boyce
Business Development Manager
Moser Consulting, Incorporated

Date

Name: _____

Date

Title: _____

The City of Terre Haute

ATTACHMENT A**Board of Sanitary Commissioners****Contract Language Dec. 2014****Compliance with State and Other Laws**

Contractor specifically agrees that in performance of the services herein enumerated by it or by a subcontractor or anyone acting in behalf of either, that it will comply with any and all local, state, and federal statutes, ordinances, and regulations and obtain all permits that are applicable to the entry into and performance of this Agreement. All agreements are to be governed by the laws of the State of Indiana.

Non Appropriation Clause

The parties acknowledge that the Board of Sanitary Commissioners is part of the City of Terre Haute which is a governmental entity whose funds are subject to appropriation by its fiscal body. Therefore, if at any time during the initial term or subsequent term of this Agreement, the fiscal body should fail to appropriate sufficient funds to continue the contract, the contract shall become null and void. In the event of non-appropriation of funds, the Board of Sanitary Commissioners will give notice immediately of such failure and shall pay for all services provided prior to exhaustion of the appropriated funds. The Board of Sanitary Commissioners agrees to seek funding for the continuation of the agreement during each budget cycle during the initial term or any subsequent term of the Agreement.

Covenant Against Contingent Fees

The Company warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Company, to solicit or secure this Contract and that it has not paid or agreed to pay any other company or person, other than a bona fide employee working solely for the Company, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award of making this Contract. For breach or violation of this warranty, the City shall have the right to annul this Contract without liability or, at its discretion, to deduct from the Contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Indemnification and Release

The Contractor shall be responsible for all damages to life and property due to activities of the Contractor, its subcontractors, agents, or employees in connection with such services, and shall be responsible for all parts of its work both temporary and permanent and shall hold the City harmless therefore

Insurance

The Contractor shall procure and maintain, until final payment by the City for the services covered by the Contract, insurance of the kinds and in the amounts hereinafter provided by insurance companies authorize to do such business in the State of Indiana covering all operations under this contract whether performed by it or by its subcontractors. The Contractor will not be given a notice to proceed until the Contractor has furnished a certificate or certificates in a form satisfactory to the City showing that this section has been complied with. During the life of the Contract, the Contractor shall furnish the City with certificates showing that the required policies shall not be changed or cancelled until ten (10) days written notice has been given the City. In the event that such written notice of change or cancellation is given, the City may at its option terminate this contract and no

further compensation shall in such case be made to the Contractor. The kinds and amount of insurance required are as follows:

- (A) Policy covering the obligations of the Contractor in accordance with the provisions of the Workmen's Compensation Law. This contract shall be void and of no effect unless the Contractor procures such policy and maintains it until acceptance of the work.
- (B) Comprehensive Policies of Bodily Injury Liability and Property Damage Liability Insurance, including Owners and Contractors Protective Coverage and a Save and Hold Harmless Endorsement of the types herein specified each with Bodily Injury Limits of Liability of not less than \$700,000.00 for each person, including death at any time resulting therefrom, and not less than \$5,000,000.00 in any one accident, and not less than \$700,000.00 for all damages arising out of injury to or destruction of property.
- (C) Automobile Policies for Bodily Injury and Property Damage Liability Insurance of the types herein specified with bodily injury limits of liability of not less than \$700,000.00 for each person including death at any time resulting therefrom, and not less than \$5,000,000.00 in any one accident, and not less than \$700,000.00 for all damages arising out of injury to or destruction of property, including hired and non-owned vehicles.
- (D) Professional Liability Insurance in an amount of not less than \$700,000.00 for each claim and \$5,000,000.00 in the aggregate.

Article XVI. Investment in Iran Disclaimer

Pursuant to Indiana Code 5-22-16.5-11, Contractors who have dealings with the government of Iran are deemed to be Nonresponsible bidders for the purposes of submitting an offer in response to a solicitation; submitting a bid, offer, or proposal relating to a public works project; or entering into a contract to provide supplies or services with the state or a political subdivision. Pursuant to I.C. 5-22-16.5-9, the Indiana Department of Administration shall develop and update a list of Contractors the Department determines to be engaged in investment activities in Iran. The undersigned, on behalf of Contractor, being first duly sworn, deposes and states that Contractor is not currently on the list kept by the Indiana Department of Administration, and has not engaged in any activity which will cause Contractor to be added to said list.

E-Verify Program

I.C. 22-5-1.7-1, effective July 1, 2011, requires that the City-OWNER may not enter into or renew a public contract for services unless the public contract contains a provision requiring the contractor to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program. The contract must also contain a provision that if the E-Verify program no longer exists, the contractor does not have to verify work eligibility of new hires. The clause should/could read as follows:

Compliance With E-Verify Program. Pursuant to IC 22-5-1.7, CONTRACTOR shall enroll in and verify the work eligibility status of all newly hired employees of CONTRACTOR through the E-Verify Program ("Program"). CONTRACTOR is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

CONTRACTOR and its Subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that CONTRACTOR or its Subcontractor subsequently learns is an unauthorized alien. If CONTRACTOR violates this Section 16.23, OWNER shall require CONTRACTOR to remedy the violation not later than thirty (30) days after CITY- OWNER notifies CONTRACTOR. If CONTRACTOR fails to remedy the violation within the thirty (30) day period, CITY-OWNER shall terminate the contract for breach of contract. If OWNER terminates the contract, CONTRACTOR shall, in addition to any other contractual remedies, be liable to

CITY- OWNER for actual damages. There is a rebuttable presumption that CONTRACTOR did not knowingly employ an unauthorized alien if CONTRACTOR verified the work eligibility status of the employee through the Program.

If CONTRACTOR employs or contracts with an unauthorized alien but CITY-OWNER determines that terminating the contract would be detrimental to the public interest or public property, OWNER may allow the contract to remain in effect until CITY-OWNER procures a new contractor.

CONTRACTOR shall, prior to performing any work, require each Subcontractor to certify to CONTRACTOR that the Subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. CONTRACTOR shall maintain on file a certification from each Subcontractor throughout the duration of the Project. If CONTRACTOR determines that a Subcontractor is in violation of this Section 16.23, CONTRACTOR may terminate its contract with the Subcontractor for such violation. Such termination may not be considered a breach of contract by CONTRACTOR or the Subcontractor.

The City of Terre Haute

Terre Haute Main Lift Station (MLS) Replacement Project
Design Coordination – March 13, 2018
Meeting Minutes

Attendees – see sign-in sheet attached

Introduction/Financing Status

CHA Project Manager Andy Scales explained that this meeting was to follow up from the Value Engineering workshop held in February, with the goal of enable City staff to provide input on the progressing design. Additionally, the meeting provides an opportunity to address additional project input received from City staff since the VE workshop.

City Engineer, Chuck Ennis, stated that the SRF approval process was advancing to full approval of the Planning/Design portion. The City's financial consultants are working to set a closing date on the Planning/Design bond which will enable CHA to receive the full Notice to Proceed (NTP). No delay is expected in moving from the current partial NTP to a full NTP so that design can continue to advance to meet the schedule.

Design Discussion

The following items were presented by the CHA/Commonwealth design team where specific City input was needed. The bullet points under each category reflect the general discussion and direction received by City engineering and WWTP operations/maintenance staff.

- Switchboard vs. MCC
 - The design team is moving forward with the switchboard approach based on the VE workshop discussion.
 - Electrical design lead, Toby Church, is working with Siemens and will follow up with EAS (system integrator).
 - Some cost savings will be realized as discussed at the VE workshop.
- Generator Options
 - Using two generators will provide approximately \$35k in savings as well as redundancy.
 - Generators will be Koehler diesel generators.
 - City staff agreed with the two generator approach.
- Vertical Pump Layout
 - Andy presented a revised pump room layout reflecting the requested modification from horizontal to vertical pumps.
 - Switching from a horizontal to a vertical pump layout reduces the pump room size.
 - Bracing is required to control vibration.
 - Adequate spacing between pumps needed for maintenance -- walkways are proposed to be installed.
 - The goal is to minimize spacing between pumps.
 - WWTP staff thought the proposed 5'-6' spacing would be adequate to allow them to complete their operation and maintenance efforts.

- Larry asked that the design team compare the cost of a fiber link connection versus installing a broadcast tower on site. (Currently there is no remote connection between the HRC and the operations center).
 - The design team will assume the FM will be installed via open cut methods and the fiber line will be installed concurrently.
- Vactor Truck Layout
 - Currently there are one to six vactor loads per day coming in to the plant; the City staff wants the discharge to be at a station at the new MLS site.
 - The design presented several layout options; Alternate C is preferred by City staff and will allow for flexibility with various truck sizes, liquid runoff through an 18" outlet, and the ability to scoop up debris via backhoe.
 - A dump truck will be used for debris; the City does not need a dumpster or dumpster pad installed and can add later if needed.
 - City Vactor Truck Specs:
 - 15 yds capacity
 - Rear dump
 - 2006 Sterling
 - 2014 Freightliner
- 144" Parallel Interceptor
 - The design team discussed the future interceptor coming from the east part of the site in a later LTCP phase. A stub out from the MLS and extending several hundred feet to the north would be prudent since future deep construction could be a major risk to the operating MLS. This would be an additional cost to the current scope.
 - The group agreed to plan for the stub out for now but to re-evaluate at the 50% stage when more accurate costs have been determined and a cost/benefit analysis could be performed.
- Lower Floor Level w/PVC Matting
 - Grating has been added to the design approximately 6' off the wet well floor as requested.
 - Placement of PVC matting over the grating, similar to what is currently in the WWTP headwork, is proposed to reduce air volume that needs to be treated through a future odor control system.
 - This may result in the matting being flooded and having to be replaced, but the group agreed that it was a good approach.
- Western Tar Contamination
 - The design team presented an environmental report that was discovered and had been produced by Keramida in 2013 for CAVU, parent company of Western Tar.
 - The City is aware of the report and Chuck Ennis believes that no action has occurred to address the contamination described in the report.
 - The report shows some contamination on the access road where the force main is being installed. The design team will address this through the construction specifications so that the contractor is aware and will price the work appropriately.



Terre Haute Sanitary District
Main Lift Station Rehabilitation

Design Coordination Meeting #1
March 13, 2018

No.	Name	Company Name	Phone Number	Email Address
1	Andy Seales	CHA	317-238-0750	aseales@chacompanies.com
2	TIM GEORGE	CHA	317-694-3447	TGeorge@chacompanies.com
3	Al Stang	CHA	317-208-1177	astang@contacte-i.com
4	Al. Harsley	THWU	812-208-8930	
5	SCOTT AULER	THWU	812-230-6097	SCOTT AULER @ TERRE HAUTE, IN. gov
6	JIM SHORT	THWU	812 820 4554	Short 72963@gmail
7	HAROLD SIMS	EAS	(317) 416-3590	harold@ens11c.net
8	JENNIFER ROSSELLI	THWU	812-240-9658	JENNIFER.ROSSELLI@TERREHAUTE.IN.GOV
9	Robert Elkins	THWU	812-870-4269	Robert.Elkins@terrehaute.in.gov
10	Ari Pandian	CHA	614-260-7381	apandian@chacompanies.com
11	Doug Foll	THWU	(812) 870-1871	doug.foll@terrehaute.in.gov
12	Charles Ennis	CITY OF T.H.	812 208-0642	Charles.ennis@terrehaute.in.gov
13	TODD NATION	CITY COUNCIL	812-870-4986	TODD.NATION@TERREHAUTE.IN.GOV
14	Larry Robbins	City of TH	812-244-4994	Larry.Robbins@terrehaute.in.gov

CHA

Meeting Agenda

PROJECT: Terre Haute Main Lift Station Replacement

MEETING: Design Coordination Meeting #1

DATE: March 13, 2018

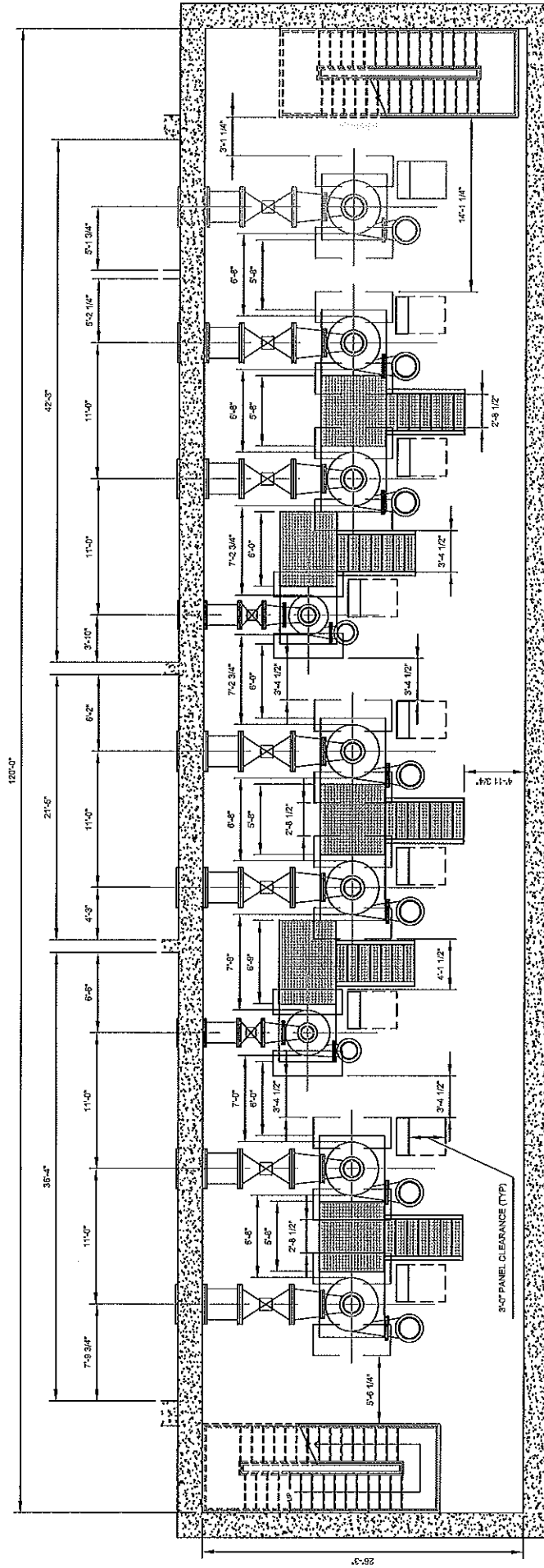
TIME: 12:15 PM EDT

1. General

- Introductions
- Financing Status/Full NTP

2. Design Discussion

- Switchboard vs. Motor Control Center (MCC) follow-up from VE Workshop
- Generator Option follow-up from VE Workshop
 - Single 2500kW (\$647,500)
 - Two 12500 kW (\$611,272)
- Vertical Pump Layout/Spacing
 - See attached layout
- FM Alignment
 - Two alternatives (attached)
 1. Figure 1 will require easement acquisition & contaminated soil mitigation
 2. Figure 2 is approximately \$675,000 more expensive
- Dumpster Size
 - Currently showing two 40 cubic yard dumpsters
 - Preference of container
- Vector Truck Layout
 - Four potential layouts (attached)
 - Additional information needed
 1. What types of liquid/solids are anticipated (storm debris, sanitary waste, both)?
 2. Anticipated daily volume of debris
 3. Vector Truck sizing (model, volume, turning radius)?
 - Potential WWTP modifications
- Need for 144" parallel interceptor stub
- Lower floor level w/ PVC matting
- Western Tar Contamination
 - Keramida report – Remediation Work Plan (attached) identifies contamination along entrance drive.
 - Has this plan been completed?



NOTE:
 DIMENSIONS SHOWN BETWEEN PUMPS AND LANDING
 DIMENSIONS MAY SLIGHTLY SHIFT ONCE WE RECEIVE
 ADDITIONAL DIMENSIONS ON PUMPS FROM
 MANUFACTURERS. HOWEVER, SHOULD NOT AFFECT
 STRUCTURAL DIMENSIONS OF WALLS.

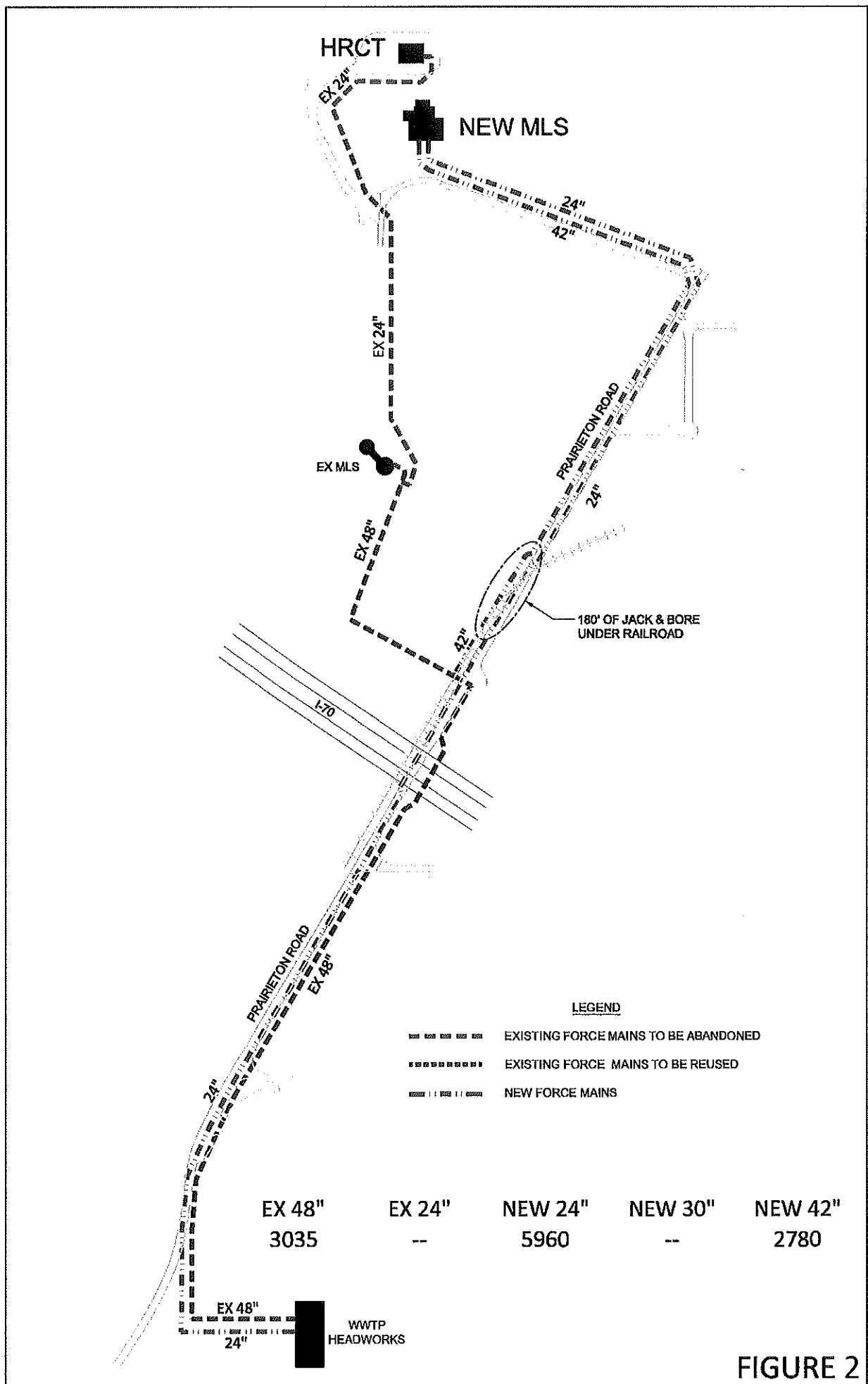

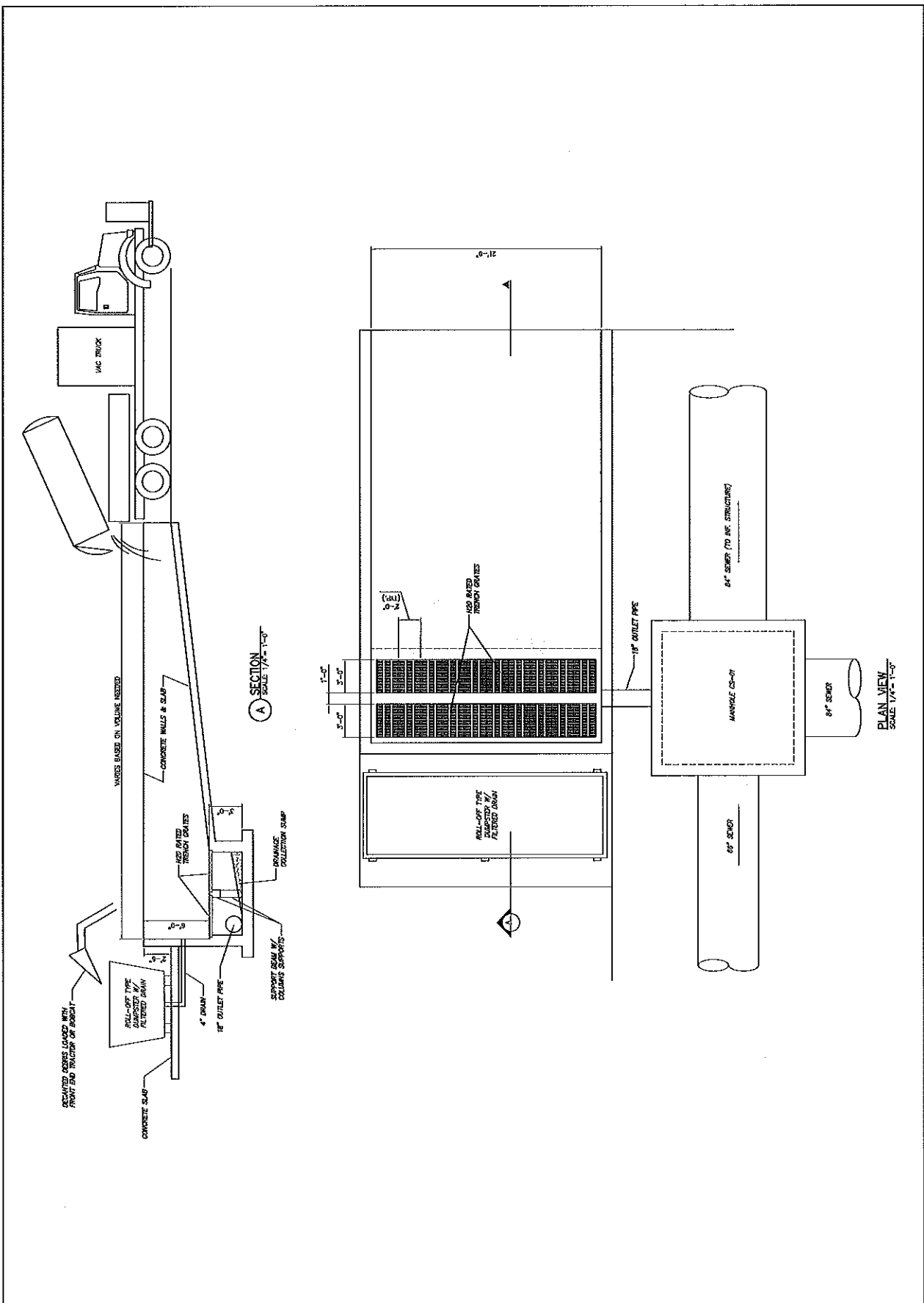


FIGURE 2

		CITY OF TERRE HAUTE, INDIANA WASTEWATER FACILITIES PROJECT - MAIN LIFT STATION & HRCF EXPANSION		VACUUM TRUCK WASTE RECEIVING & DECANTING ALTERNATIVES		DECANT - SOLIDS CAPTURE TO DUMPMSTER		Drawn By: [blank] Checked By: [blank] Date: [blank] Project No.: [blank] Scale: [blank] Date: [blank]		Drawn No.: [blank]	
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**REMEDATION WORK PLAN
FORMER WESTERN TAR PRODUCTS CORPORATION
2525 PRAIRIETON ROAD
TERRE HAUTE, INDIANA
KERAMIDA PROJECT NO. 13757B**

Submitted To:

**INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
Mr. Tim Johnson, Project Manager
State Cleanup Program
100 North Senate Avenue, Room 1101
Indianapolis, Indiana 46204**

Submitted For:

**CAVU OPS, Inc.
Mr. Joseph B. Card
P.O. Box 10159
Terre Haute, Indiana 47801**

Submitted By:

**KERAMIDA Inc.
401 North College Avenue
Indianapolis, Indiana 46202
317-685-6600**

June 25, 2013

INCREASING OUR CLIENTS' PROFITABILITY THROUGH SMART CONSULTING™

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The Site was admitted to the VRP in 1999 and assigned VRP Site #6990902. While under the guidance of the VRP, the on-Site cleanup standards utilized were VRP Tier II goals. The Site remained in the VRP until late 2012. The Client and KERAMIDA were notified by the IDEM VRP in a letter dated August 7, 2012 that guidance for the Site would be transitioned from VRP to the SCP. Based on this program change, utilization of the VRP Tier II goals was no longer authorized. Through discussions with the IDEM SCP technical staff and further evaluation, the Remediation Closure Guide (RCG) screening levels were determined to be the most applicable cleanup objectives and were selected as the cleanup standards for the Site.

Several phases of investigation have been performed at the Site beginning in 1999. The investigations revealed the presence of volatile organic compounds and polynuclear aromatic hydrocarbon compounds (VOCs and PAHs, respectively) in surface soils (0-2 feet), subsurface soils (greater than 2 feet), and groundwater.

Based on the findings of the further delineation activities completed by KERAMIDA in 2011, comments by IDEM in a letter dated April 25, 2012 (VFC# 65751366), and the ability to now access areas not previously accessible due to Stella Jones' operations, soil and groundwater delineation efforts were expanded beyond the extents of the Original Process Area to include the following adjacent areas:

- i) Drip Management System (DMS) Building and adjoining perimeter areas (where the wood treatment took place);
- ii) off-Site to the north, on the southern portion of the International Paper Company property;
- iii) south, including all areas of the Site north of I-70;
- iv) east, along the Prairieton Road right-of-way (ROW); and
- v) west, in the former Lagoon Area and surrounding areas including the "low areas" and off-Site on the City of Terre Haute Wastewater Treatment Plant (WWTP) property (formerly owned and operated by International Paper Corporation for wastewater disposal lagoons).

In 2012, an extensive subsurface investigation was conducted at the Site including areas listed above. This RWP is being submitted to document the methods and findings of the 2011 and 2012 investigation activities and to address all impacted areas regardless of location or property boundary as required by the IDEM SCP. This RWP addresses VOCs and PAHs in three media - surface soil, subsurface soil, and groundwater. In addition, data for surface water and sediment

Site closure. The HHRA was conducted in a tiered fashion consisting of (1) a default screening evaluation, (2) a simple non-default evaluation, and (3) a Site-specific evaluation. For the Site-specific evaluation, the ProUCL software (USEPA 2009) was used to calculate the 95% UCL of the mean concentration for each COC, for use as the Site-specific exposure concentration. The 95% UCL concentrations for the following COCs were above the RCG Soil Exposure Direct Contact C/I Screening Levels in surface soils:

<u>PAHs</u>	<u>VOCs</u>
Benzo(a)anthracene	None
Benzo(a)pyrene	
Benzo(b)fluoranthene	
Dibenzo(a,h)anthracene	
Indeno(1,2,3-cd)pyrene	
Naphthalene	
2-Methylnaphthalene	

The 95% UCL concentration calculated for naphthalene using all soil samples collected from the upper 50 feet (surface and subsurface) was also above the RCG Soil Exposure Direct Contact EW Screening Level. A depth of 50 feet was used as the bottom sampling interval based on the approximate elevation change of 40 feet from the Original Process Area to the "low areas" near the former Lagoon Area and the City of Terre Haute WWTP pumping station.

Evaluation of the soil data indicates that where one or more of the above listed Contaminants of Concern (COCs) occurred above the RCG Screening Levels, benzo(a)pyrene (B(a)P) also occurred above its RCG Screening Level. B(a)P also has one of the lowest cleanup goals of the PAHs of concern for the Site. Based on these contaminant characteristics, B(a)P was chosen as the surrogate compound and further statistical evaluation was conducted using ProUCL to determine a B(a)P concentration limit for surface and subsurface soil protective of the identified potential receptors. The evaluation was conducted in an iterative fashion, assuming remediation would occur in those locations with the highest B(a)P concentrations. The results of the evaluation indicate that remediation of surface soil at locations with B(a)P concentrations above 15 milligrams per kilogram (mg/kg) would result in Site-specific exposure concentrations for all COCs below their respective RCG Screening Levels.

Groundwater assessment included 38 well locations and 41 boring locations. Deep borings ranging from approximately 90 feet to 118 feet below ground surface (bgs) were placed in five locations. Groundwater impact was found from the COCs identified above on-Site and off-Site