

**BOARD OF SANITARY COMMISSIONERS  
REGULAR MEETING  
10:00 a.m. June 5, 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](http://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. Resolution #1, Temporary Loan
9. Progress Report on Main Lift Design
10. Other
11. Adjournment

**Minutes of Regular Meeting of the  
Board of Sanitary Commissioners  
Terre Haute, IN  
May 15, 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 15th 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 and 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 May 1, 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 May 1, 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 Larry Auler, seconded by Jim Winning, and unanimously approved that claims be approved as presented.

**HWC UTILITY ON-CALL AGREEMENT**

Terry Modesitt informed the Board he would like to table this until the next meeting. There are a few changes that need to be made.

On motion of Chuck Ennis, seconded by Jim Winning and unanimously approved it was resolved that the HWC Utility On-Call Agreement be tabled.

**MOSER CONSULTING CHANGE ORDER**

Chuck Ennis asked that this be tabled until the next meeting.

On motion of Chuck Ennis, seconded by Larry Auler, and unanimously approved it was resolved that the Moser Consulting Change Order be tabled.

**OTHER**

- Chuck Ennis informed the Board that Dennis Otten has planning and design bond paperwork ready. There may be amendments requested by SRF.

**ADJOURNMENT**

The next regular meeting of the Sanitary Board will be held on June 5, 2018 at 10:00 a.m. in the Mayor's Conference Room, 3<sup>rd</sup> Floor, City Hall, 17 Harding Avenue, Terre Haute, Indiana.

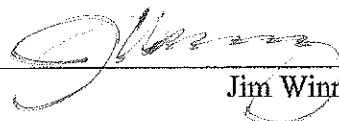
APPROVED on the 5<sup>TH</sup> day of JUNE, 2018.



Brad Bush, President



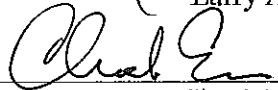
Tim Adams, Vice President



Jim Winning, Secretary



Larry Auler, Member



Chuck Ennis, Member

**Sanitary District Claims June 5, 2018**

**SANITARY BOND FUND**

**WWUTILITY / 0620-0061- Services Contractual**

**WWUTILITY / 0620-0061- Publication of Legal Notices**

**WWUTILITY / 0620-0061- Drainage Improvements**

**WWUTILITY / 0620-0061- Drainage Ways**

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**MAIN LIFT STATION/ SRF FUND**

CHA Main Lift Station Replacement \$ 220,000.00

**PHOSPHORUS REMOVAL/ SRF FUND**

HWC Engineering WWTF Phosphorus Removal \$ 7,200.00

**SRF INTEREST FUND**

**CSO/LTCP P23**

*Jay Anderson*  
*Tim Adams*  
*Paul [unclear]*  
*Chad [unclear]*  
*[unclear]*

**Wastewater Utility Claims     June 5, 2018**

**347.090 User Fees**

Arlene Smith	Sewer Bill Refund	\$1,766.74
Julie Dean	Sewer Bill Refund	\$82.22
Rodney Motusheard	Sewer Bill Refund	\$0,341.63
Thomas Ramsey	Sewer Bill Refund	\$40.92
<b>TOTAL</b>		<b>\$3,230.91</b>

Personnel Services

**414.020 Protective Clothing**

Boot City	Safety Boots - Nick P.	\$140.00
Boot City	Safety Boots - Eric C.	\$140.00
Praxair	Welding Jacket	\$111.91
<b>TOTAL</b>		<b>\$391.91</b>

Supplies

**421.010 Office Supplies**

Staples	Flash Drives / Manila tags	\$222.95
<b>TOTAL</b>		<b>\$222.95</b>

Operating Supplies

**422.005 Operational Supplies**

American Welding & Gas	Propane	\$32.98
American Welding & Gas	Propane	\$32.98
Batteries Plus Bulbs	Batteries	\$36.00
Batteries Plus Bulbs	Batteries	\$31.35
E Z Clean Corp.	Paper Towels, Trash Bags	\$169.01
Lawson Products Inc.	Grease	\$165.00
Lawson Products Inc.	Paint	\$217.62
Menards	Root Cement / USB Cables / Root Patch	\$37.91
Menards	Stretch Wrap	\$34.88
N.E.W. Interstate Concrete, Inc.	Fiber	\$84.00
N.E.W. Interstate Concrete, Inc.	Fiber	\$17.50
N.E.W. Interstate Concrete, Inc.	Fiber	\$57.75
N.E.W. Interstate Concrete, Inc.	Fiber	\$17.50
N.E.W. Interstate Concrete, Inc.	Fiber	\$57.75
N.E.W. Interstate Concrete, Inc.	Fiber	\$50.75
Quality Automotive Dist. Corp.	Freon	\$774.00
Quality Automotive Dist. Corp.	Synthetic Oil	\$106.80
Staples	Wipes / Toilet Paper / Colfax, Etc.	\$405.89
<b>TOTAL</b>		<b>\$2,329.67</b>

**422.010 Gas**

Automated Fuels	Gas	\$3,045.12
<b>TOTAL</b>		<b>\$3,045.12</b>

**422.020 Diesel**

Automated Fuels	Diesel Fuel	\$2,864.64
<b>TOTAL</b>		<b>\$2,864.64</b>

Other Supplies

**422.110 Boc Gas**

Alrgas	Oxygen	\$48.47
Praxair	Argon, Stargon, Nitrogen	\$57.38
<b>TOTAL</b>		<b>\$105.85</b>

**422.160 Lab Supplies**

IDEXX Laboratories Inc	Gamma Irrad Colilert	\$1,518.41
Wise El Santo Co Inc	Latex Gloves	\$757.00
<b>TOTAL</b>		<b>\$2,275.41</b>

*Jim Adams*

*[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*

## Rep./Maint. Supplies

## 423.010 Maint./Rep.

Andy Mohr Truck Center Inc.	Accumulator Assembly, Condenser Assembly	\$225.80
BC Heavy Truck & Electric Inc.	ABS Coiled Cable	\$247.72
Coldwell	Bearings	\$91.62
Coldwell	Bearings	\$183.24
Coldwell	V Belt	\$118.29
Coldwell	V Belt	\$19.47
Coldwell	Seal	\$18.57
Complete Outdoor Equipment Company	Innertubes	\$111.52
Cummins Crosspoint, Inc.	Tail Pipe Kit	\$35.37
Kaman Industrial Technologies	Filters	\$1,176.48
Kimball Midwest	Eyebolts	\$78.92
Kimball Midwest	Amps	\$229.00
Lawson Products Inc.	Flanges, Fuse Holders, Etc.	\$712.19
Lawson Products Inc.	Hex Cap Screws, Washers, Eye Bolts, Etc.	\$658.53
McCord Tire Service, Inc.	Alignment on a Police Vehicle	\$62.54
McCord Tire Service, Inc.	New Tires	\$218.53
McCord Tire Service, Inc.	New Tires	\$593.52
Menards	Air Hose, Pressure Gauge	\$12.98
Menards	Lumber	\$78.22
Menards	Flush Valve Kit, Universal Flapper	\$26.45
N.E.W. Interstate Concrete, Inc.	Limestone Air	\$1,104.00
N.E.W. Interstate Concrete, Inc.	Flowable Fill	\$1,510.00
N.E.W. Interstate Concrete, Inc.	Limestone Air	\$230.00
N.E.W. Interstate Concrete, Inc.	Limestone Air	\$759.00
N.E.W. Interstate Concrete, Inc.	Limestone Air	\$667.00
N.E.W. Interstate Concrete, Inc.	Flowable Fill	\$2,265.00
N.E.W. Interstate Concrete, Inc.	Flowable Fill	\$978.25
Perfection Auto Glass, Inc.	Repaired a Windshield on a Police Vehicle	\$224.39
Quality Automotive Dist. Corp.	EGR Valve, Headlight Bulb	\$192.25
Quality Automotive Dist. Corp.	Radiator	\$175.97
Quality Automotive Dist. Corp.	Toggle Switches, Fuse Holders, Etc.	\$72.68
Quality Automotive Dist. Corp.	Headlight Sockets	\$4.90
Quality Automotive Dist. Corp.	Window Regulator	\$23.02
Quality Automotive Dist. Corp.	A/C Cut-Off Switch	\$33.33
Quality Automotive Dist. Corp.	Thermostat, Gasket	\$10.23
Quality Automotive Dist. Corp.	Intake Manifold	\$358.26
Quality Automotive Dist. Corp.	Ignition Coil	\$38.03
Quality Automotive Dist. Corp.	Transmission Oil Cooler Hose	\$49.50
Quality Automotive Dist. Corp.	Heater Bypass Tube	\$13.70
Quality Automotive Dist. Corp.	Battery	\$119.61
Quality Automotive Dist. Corp.	Oil Filters	\$84.12
Quality Automotive Dist. Corp.	Oil Seal, Gasket	\$43.02
Quality Automotive Dist. Corp.	Switch	\$13.21
Quality Automotive Dist. Corp.	A/C Compressor	\$290.93
Quality Automotive Dist. Corp.	Orifice Tube	\$1.69
Quality Automotive Dist. Corp.	Oil Pressure Switch	\$53.60
Quality Automotive Dist. Corp.	Battery	\$87.69
Quality Automotive Dist. Corp.	Switch, Electrical Connector	\$26.43
Quality Automotive Dist. Corp.	Heater Core, Radiator Cap	\$36.87
Quality Automotive Dist. Corp.	Evaporator Core	\$37.51
Quality Automotive Dist. Corp.	Window Crank Handle	\$14.50
Quality Automotive Dist. Corp.	Upper & Lower Ball Joints	\$148.46
Quality Automotive Dist. Corp.	Brake Pads	\$38.58
Quality Automotive Dist. Corp.	Sway Bar Repair Kit	\$24.16
Quality Automotive Dist. Corp.	Steering Pump	\$74.00
S & K Equipment Company, Inc.	Adapter Bracket	\$4,491.40
Southwest Auto Company	Seat	\$150.00
The Henry P. Thompson Company Inc.	Module Control Board Assemblies, Ballast Kits	\$461.00
The Henry P. Thompson Company Inc.	Ballast Kits	\$1,668.00
Town & Country Ford	Instrument Cluster, Cluster Core	\$678.50
Town & Country Ford	Actuator, Air Vent	\$311.98
Utility Pipe Sales Company Inc.	PVC Sewer Pipe	\$1,764.00
Valley Electric Supply Corp.	Plug	\$26.89
Vigo Dodge, Inc.	Engine Support	\$61.28
Vigo Dodge, Inc.	Oil Pan Gasket, Transmission Pan	\$87.08
Vigo Dodge, Inc.	Condenser & Trans Cooler	\$254.25
Vigo Dodge, Inc.	Windshield Washer Nozzles	\$51.52
Vigo Dodge, Inc.	Gearshift Lever	\$73.13
Vigo Dodge, Inc.	Lower Control Arms	\$258.00
WSG & Solutions Inc.	Attachment Links, Rake Wipers, Etc.	\$1,199.88
	<b>TOTAL</b>	<b>\$26,239.76</b>

## Professional Services

**432.010 Services Contractual**

Advanced Waste Management Inc.	Disposal of Lab Chemicals	\$2,391.70
American Water Capital Corp.	Data Usage	\$6,055.00
American Water Capital Corp.	Municipality Shut Offs	\$5,785.00
Barnes & Thornburg LLP	Legal Services	\$727.02
Christopher S. Porter	Installed Exhaust Pipe on Generator	\$110.00
EAS technology consultants	IT Services	\$1,472.05
Electrical Automation Services LLC	IT Services	\$27,120.19
Fluid Waste Services, Inc.	Provided Vac Truck Services to Clean Main Lift Station	\$12,479.75
Jasper Engines & Transmissions, Inc.	Finance Charges	\$56.60
McGuire Excavating & Trucking, Inc.	Disposal Loads	\$100.00
McGuire Excavating & Trucking, Inc.	Disposal Loads	\$75.00
N.E.W. Interstate Concrete, Inc.	Late Charge	\$87.29
ONI Risk Partners Inc.	Consulting Fee	\$3,700.00
Praxair Distribution Inc	Finance Charge	\$1.11
Quality Automotive Dist. Corp.	Computer Program Fees	\$203.00
State Safety & Compliance	Fall Protection Inspection	\$350.00
State Safety & Compliance	Calibrated Gas Monitors	\$455.00
United Refrigeration Inc.	Service Charge	\$3.11
Vigo County Recorder's Office	Recording / Releasing Liens	\$900.00
	<b>TOTAL</b>	<b>\$62,071.82</b>

**432.038 CS-Billing**

TPI Billing Solutions, LLC	Printed Utility Bills & Past Due Notices	\$35,459.55
	<b>TOTAL</b>	<b>\$35,459.55</b>

**432.071 Lab Testing**

McCoy & McCoy Laboratories Inc.	Lab Testing	\$167.00
Pace Analytical Services, Inc.	Lab Testing	\$52.00
Pace Analytical Services, Inc.	Lab Testing	\$26.00
	<b>TOTAL</b>	<b>\$245.00</b>

**432.072 Sycamore Ridge Landfill**

Republic Services	Trash Removal	\$4,065.59
	<b>TOTAL</b>	<b>\$4,065.59</b>

**432.073 Biosolids to Landfill**

Sycamore Ridge Landfill	Biosolids to Landfill	\$5,067.57
	<b>TOTAL</b>	<b>\$5,067.57</b>

## Comm./Transportation

**433.010 Telephone**

Frontier, Inc.	Telephone Utility	\$527.85
	<b>TOTAL</b>	<b>\$527.85</b>

**433.020 Postage**

United Parcel Service	Postage	\$14.07
United Parcel Service	Postage	\$4.02
	<b>TOTAL</b>	<b>\$18.09</b>

**433.040 Freight**

Andy Mohr Truck Center Inc.	Freight	\$22.00
Cummins Crosspoint, Inc.	Freight	\$9.29
IDEXX Laboratories Inc	Freight	\$16.63
Kaman Industrial Technologies	Freight	\$220.97
Lawson Products Inc.	Freight	\$13.78
Lawson Products Inc.	Freight	\$68.34
Lawson Products Inc.	Freight	\$48.40
Praxair	Freight	\$7.91
S & K Equipment Company, Inc.	Freight	\$137.78
The Henry P. Thompson Company Inc.	Freight	\$20.43
The Henry P. Thompson Company Inc.	Freight	\$20.43
USABluebook, Inc.	Freight	\$30.63
USABluebook, Inc.	Freight	\$66.84
Wise El Santo Co Inc	Freight	\$101.32
	<b>TOTAL</b>	<b>\$784.75</b>

## Insurance

**435.030 Ins. ( Prop. & Casualty)**

ONI Risk Partners Inc.	Policy Renewal - 4733379	\$46,420.94
ONI Risk Partners Inc.	Policy Renewal - 4733380	\$5,466.38
	<b>TOTAL</b>	<b>\$51,887.32</b>

Utility Services

**436.010 Electric Utility**

Duke Energy	Electric Utility	\$523.91
Duke Energy	Electric Utility	\$12,577.26
Duke Energy	Electric Utility	\$198.42
Duke Energy	Electric Utility	\$12,497.54
Duke Energy	Electric Utility	\$24,001.30
Duke Energy	Electric Utility	\$29,837.81
Duke Energy	Electric Utility	\$2,686.46
Duke Energy	Electric Utility	\$3,233.92
Duke Energy	Electric Utility	\$62,363.90
WIN Energy	Electric Utility	\$347.62
		<b>TOTAL \$148,268.14</b>

**436.030 Water Utility**

IN American Water	Water Utility	\$230.00
IN American Water	Water Utility	\$230.00
IN American Water	Water Utility	\$1,958.54
IN American Water	Water Utility	\$146.43
IN American Water	Water Utility	\$46.35
IN American Water	Water Utility	\$351.32
IN American Water	Water Utility	\$182.17
		<b>TOTAL \$3,144.81</b>

Rep./Maint

**437.010 Equipment Repair**

Best Equipment Co Inc	Repaired the Camera Truck	\$1,499.67
Burke Spring & Alignment Inc.	Repaired a Coal Bucket	\$1,941.65
Jack Doheny Companies Inc.	Repaired a Vactor	\$1,276.42
MacAllister Machinery Co. Inc.	Repaired an Excavator	\$2,887.10
McCord Tire Service, Inc.	Repaired a Flat Tire on a Tractor	\$218.53
McCord Tire Service, Inc.	Repaired Flat Tires on a Vactor	\$937.07
Wabash Valley Motor & Machine, Inc.	Inspected & Repaired a Pump	\$10,963.00
		<b>TOTAL \$19,723.44</b>

**438.010 Rental of Equipment**

Cahill's Rental & Sales Inc.	Rented a Roto Rooter	\$45.00
		<b>TOTAL \$45.00</b>

Machinery & Equipment

**444.010 Equipment Purchase**

Jones & Sons	Concrete Barrels, Concrete Lid, Etc.	\$1,150.00
Jones & Sons	Concrete Lid	\$115.00
Matco Tools	Tools	\$199.90
Menards	Push Broom, Bit Holders, Level	\$104.34
Menards	Lock	\$9.99
Pro-Trade Tool & Supply Company	Battery, Jig Saw Kit	\$409.95
Quality Automotive Dist. Corp.	Droplight	\$133.54
Quality Automotive Dist. Corp.	Droplight	\$172.02
Quality Automotive Dist. Corp.	Oil Filter Wrench, Oil Pump Primer Kit	\$55.52
Quality Automotive Dist. Corp.	Oil Filter Wrench	\$15.49
Quality Automotive Dist. Corp.	Flush Kit	\$59.99
USABluebook, Inc.	Bypass Plug	\$585.00
USABluebook, Inc.	Fire Hoses, Nozzles	\$665.75
		<b>TOTAL \$3,676.49</b>

Grand Total = \$375,691.64

5/17/2018 Check Run \$166,683.52

5/24/2018 Check Run \$44,607.34

5/31/2018 Check Run \$36,649.17

6/05/2018 Check Run \$127,751.61



RESOLUTION NO. 1, 2018

A RESOLUTION AUTHORIZING A TEMPORARY LOAN FROM THE  
TERRE HAUTE SANITARY DISTRICT OPERATING FUND TO THE TERRE  
HAUTE SANITARY DISTRICT BOND FUND

WHEREAS, the Board of Sanitary Commissioners (the "Board") of the Terre Haute Sanitary District (the "Sanitary District") of the City of Terre Haute, Indiana has been advised by representatives of the Sanitary District that for cash flow purposes a need exists for the transfer of not to exceed \$3,813,100 from the Sanitary District's wastewater utility operating fund (0620) (the "Operating Fund") to the Sanitary District's bond fund (330) (the "Bond Fund") (such transfer, herein the "Loan") to be used by the Sanitary District to fund a portion of its July 1, 2018 debt service payment on its Sanitary District Bonds of 2012 (the "2012 Bonds"); and

WHEREAS, the Board has been further advised that there are sufficient funds on hand in the Operating Fund to make the Loan without adversely affecting the operations of the Sanitary District; and

WHEREAS, the Board finds that as the governing body of the Sanitary District it is necessary and appropriate to approve the Loan in accordance with Indiana Code 36-1-8-4 for cash flow purposes;

NOW, THEREFORE, BE IT RESOLVED by the Board of Sanitary Commissioners of the Terre Haute Sanitary District that:

Section 1. The Sanitary District is hereby authorized to effect the Loan, which is hereby approved, by making a transfer of not to exceed \$3,813,100 from the Operating Fund to the Bond Fund to be used by the Sanitary District to fund a portion of its July 1, 2018 debt service payment on its 2012 Bonds. The Loan shall bear interest at the rate of 0.0% per annum. The Sanitary District shall repay the Loan from the Bond Fund to the Operating Fund by December 31, 2018, unless subsequently extended in accordance with Indiana Code 36-1-8-4(b).

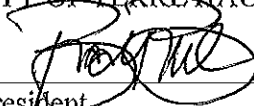
Section 2. The Controller of the City, as fiscal officer of the Sanitary District, is hereby authorized to carry out all actions necessary and appropriate consistent with this resolution to effectuate the Loan.

Section 3. All resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed.

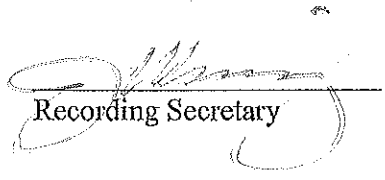
Section 4. This resolution shall be in full force and effect from and after its passage.

Adopted this 5<sup>th</sup> day of June, 2018.

BOARD OF SANITARY COMMISSIONERS  
SANITARY DISTRICT OF THE  
CITY OF TERRE HAUTE, INDIANA

  
\_\_\_\_\_  
President

ATTEST:

  
\_\_\_\_\_  
Recording Secretary



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

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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 \$65,000.

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 5<sup>TH</sup> day of JUNE, 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](mailto: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. 3<sup>rd</sup> Street  
Terre Haute, IN 47807  
Phone: 812-234-2551  
Fax: 812-234-9067  
[tswan@hwcengineering.com](mailto: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**

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**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.

## SECTION V: GENERAL PROVISIONS

### 1. Consultants and Subcontracting

HWC shall, ~~in its sole discretion and without~~ with 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 therefrom.~~

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 Vigo** 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 Vigo** 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 6-5, 2018.

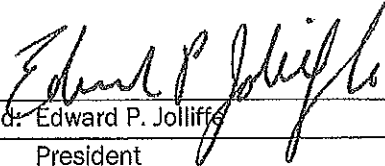
"CLIENT"

"HWC"

City of Terre Haute Sanitary District

HWC Engineering

By:   
Printed: Brad Bush  
Title: Sanitary Board President  
Date: 6/5/18

By:   
Printed: Edward P. Jolliffe  
Title: President  
Date: 6.4.18

## 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 31<sup>st</sup> ~~without~~ with notification by 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 (**Approved by Client in Advance**) - 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"



**CHANGE ORDER**

No. 1

Date of Issuance: June 5, 2018 Effective Date: May 15, 2018

Project: Phosphorus Removal Project	Owner: City of Terre Haute Board of Sanitary Commissioners	Owner's Contract No.:
Contract: City of Terre Haute Wastewater Treatment Facility - Phosphorus Removal Improvements		Date of Contract: April 6, 2018
Contractor: Thieneman Construction, Inc.		Engineer's Project No.: 2017-018

**The Contract Documents are modified as follows upon execution of this Change Order:**

Description: Cost deduction to use 30-inch carbon steel piping in lieu of the ductile iron piping extension in the aeration-anoxic tank. Connections to be made utilizing welded flanges and pipe will receive cement lining and 30 mils Tnemec 435 coating.

**Attachments (list documents supporting change):**

Contractor's proposal with sketches, engineer's recommendation letter to City.

**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIMES:**

Original Contract Price:

\$ 1,798,000.00

[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 0 :

\$ 0.00

Contract Price prior to this Change Order:

\$ 1,798,000.00

[Increase] [Decrease] of this Change Order:

\$ (44,000.00)

Contract Price incorporating this Change Order:

\$ 1,754,000.00

Original Contract Times:  Working days  Calendar days

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

[Increase] [Decrease] from previously approved Change Orders No. \_\_\_\_\_ to No. \_\_\_\_\_ :

Substantial completion (days): \_\_\_\_\_

Ready for final payment (days): \_\_\_\_\_

Contract Times prior to this Change Order:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

Contract Times with all approved Change Orders:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

RECOMMENDED:

By: [Signature]  
Engineer (Authorized Signature)

Date: 6/4/18

Approved by Funding Agency (if applicable): \_\_\_\_\_

ACCEPTED:

By: [Signature]  
Owner (Authorized Signature)

Date: 6/5/18

ACCEPTED:

By: [Signature]  
Contractor (Authorized)

Date: 5-30-18

Date: \_\_\_\_\_



April 27, 2018

Mr. Troy Swan, P.E.  
HWC Engineering  
601 S 3<sup>rd</sup> Street  
Terre Haute, IN 47807

**RE: Terre Haute WWTP  
Phosphorous Removal Project  
PCO#001 – Pipe & Support Modifications in Aeration-Anoxic Tanks  
TCI Project #: 1802  
HWC Project #: 2017-018-S**

Dear Troy:

As we discussed briefly at the Pre-Construction Meeting, we have investigated using fabricated carbon steel piping at the Aeration-Anoxic Tanks in lieu of the specified ductile iron pipe. In addition to the pipe changes we have included changing the cast-in-place concrete supports to pre-cast concrete supports.

We are proposing to provide the pipe in two pieces per tank, as indicated by the green and yellow highlighted pieces on our attached plan page P2. This pipe arrangement will minimize the quantity of joints. The carbon steel pieces will be supplied with Tnemec Series 435 exterior coating and cement interior lining. The pieces will have all of the coatings applied at the fabricator in a controlled environment in lieu of coating in the field.

We are proposing to provide the pipe supports as pre-cast concrete in lieu of the specified cast-in-place concrete. Each support will have six PVC sleeves for 5/8" SS all-thread rod to pass through the supports. The SS all-thread will be epoxied in to the tank slab.

The total credit for this change of work is:

**DEDUCT \$44,000  
DEDUCT: Forty Four Thousand Dollars**

The original plan of work will require approximately 4-6 weeks of work per tank; for a total of 16-24 weeks total. There will be approximately 1 weeks of concrete work, followed by 1-2 weeks of pipe installation work, followed by 1 week of painting work, followed by 1-2

**INDUSTRIAL • MUNICIPAL CONTRACTOR**

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3313 East 83<sup>rd</sup> Place • Merrillville, IN 46410 • 219-947-4700 • Fax 219-947-4711  
17219 Foundation Parkway • Westfield, IN 46074 • 317-867-3462 • Fax 317-867-3463  
1400 Cecil Avenue • Louisville, KY 40211 • 317-867-3462 • Fax 317-867-3463

weeks of paint curing time. Our proposed plan can reduce the installation timeframe down to 2 weeks per tank; for a total timeframe of 8 weeks.

If you have any questions or need additional information, please feel free to contact me on my mobile phone

Respectfully,  
**THIENEMAN CONSTRUCTION, INC.**

*Joshua D Morris*

Joshua D Morris, P.E.  
Westfield Area Contract Manager

CC: PCO#001 file



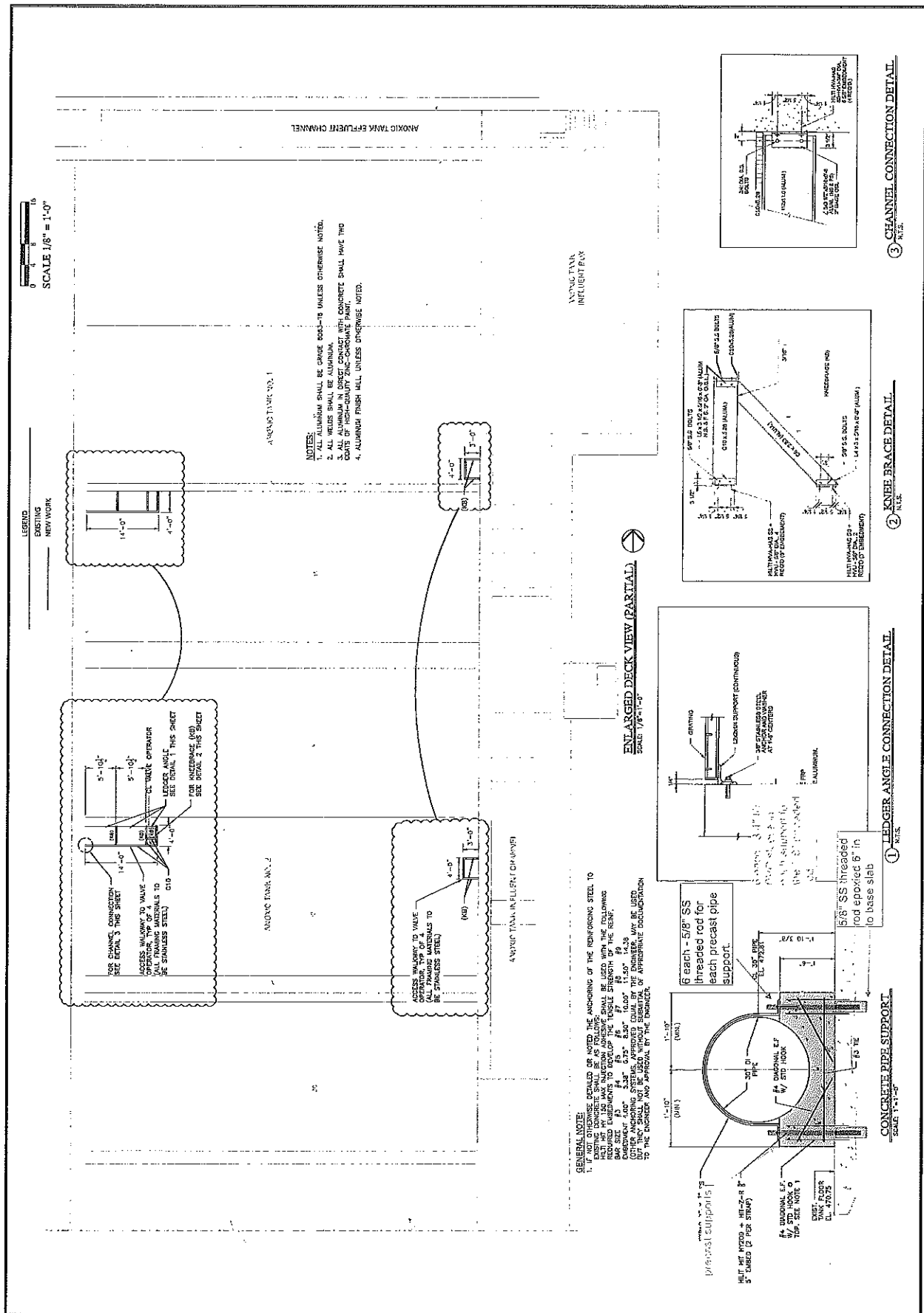
REVISIONS	DATE	DESCRIPTION	BY



**CITY OF TERRE HAUTE, INDIANA  
WASTEWATER TREATMENT FACILITY  
PHOSPHORUS REMOVAL PROJECT**

PROPOSED AERATION - ANOXIC TANK IMPROVEMENTS STRUCTURAL DETAILS

DRAWN BY: David L. Williams  
 CHECKED BY: [Signature]  
 DATE: 11/17/17  
 SCALE: AS NOTED  
 SHEET: P3  
 SHEET 7 OF 7  
 03/2017







**HWC**  
**ENGINEERING**

Confidence in the built environment.

601 South 3rd Street  
Terre Haute, Indiana 47807  
www.hwcengineering.com

May 11, 2018

Mr. Bradley Utz  
Director of Inspection  
City of Terre Haute Department of Engineering  
17 Harding Avenue  
Terre Haute, IN 47807

Re: Phosphorus Removal Project  
Proposed Change Order #001

Dear Brad:

Please be advised that Thieneman Construction, Inc. (TCI) has submitted a proposed change order (#001) for incorporation as part of the referenced project. Attached, please find a copy of the proposed change order.

In summary, the change order proposes to use 30-inch carbon steel pipe in the aeration-anoxic tanks in lieu of the specified ductile iron pipe (DIP). Not shown on the accompanying change order drawings but discussed with TCI, it is proposed that the two pipe sections will be fabricated with welded flanges and the field connections will be made by bolting the sections together and to the existing DIP flange instead of by field welds.

In addition, we had concerns with the impact prolonged exposure to UV may have on the proposed coating if the tank remained empty for extended periods. After discussing these effects with a Tnemec representative, we are satisfied that the coating will perform as well or better against UV degradation as the specified project coating for DIP. The proposed coating is also an upgrade to the specified coating in overall performance.

TCI states that the proposed pipe change will save between one third to one half the pipe preparation and installation time compared to the same as it would take per plans. If acceptable, the change would result in a \$44,000.00 deduct to the project.

Therefore, it is HWC's recommendation that the Terre Haute Sanitary District approve this proposed change order. If you are in agreement, we will prepare the formal change order for presentation to the Sanitary Board of Commissioners.

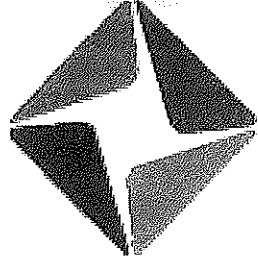
If you have any questions, please let us know.

Sincerely,

Lon Gardner  
Project Manager

CC: Troy Swan, PE, HWC Engineering

W:\Terre Haute Sanitary District\2017-018 WWTP Phosphorus Removal\Construction\tr.utz.phosphorusCOI.5-11-18.lg.docx



**moser**  
consulting

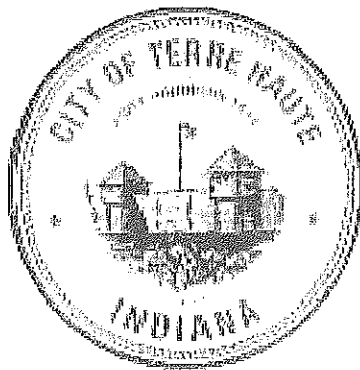
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# IT PROFESSIONAL SERVICES

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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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### **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.

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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.

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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

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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.

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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.

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

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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.
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  - 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
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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

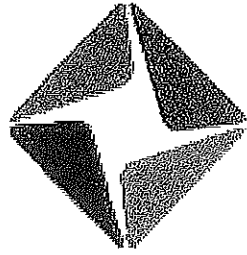
---

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



**moser**  
consulting

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# IT PROFESSIONAL SERVICES

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

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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

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

Moser Consulting  
6220 Castleway West Drive  
Indianapolis, IN 46250

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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.

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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.

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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.

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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.

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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: Brad Bush

\_\_\_\_\_  
6/5/18  
Date

Title: Sanitary Board President

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.

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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**

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- (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.

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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

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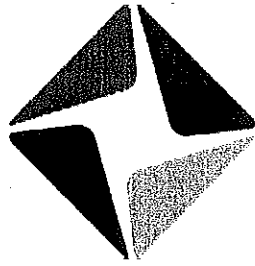
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CONTRACTOR shall, prior to performing any work, require each Subcontractor to certify to CONTRACTOR that the Subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. CONTRACTOR shall maintain on 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

\* New Maint. Agreement. For CUBS & Debt Tracker  
Agenda Item For June



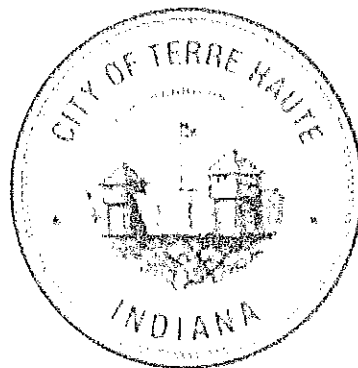
**moser**  
consulting

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# MANAGED SERVICES: APPLICATION BREAK/FIX

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March 14, 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

#### Contacts:

Contract Details, Pricing, and Project Expansion:

John Boyce  
Business Development Manager  
Email: [john.boyce@moserit.com](mailto:john.boyce@moserit.com)  
Cell: 317.478.0605

Technical Implementation, Project Management, Scheduling, and Resourcing:

Chad Musselman  
Engagement Manager  
Email: [chad.musselman@moserit.com](mailto:chad.musselman@moserit.com)  
Office: (317) 596-8022

## 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 managed IT services to the City of Terre Haute, Office of Information Technology to support CUBS and Debt Tracker for the 2018 calendar year. This solution will assist the City of Terre Haute with their need of keeping the systems updated and supported.

### Managed Services Solution

This will allow the City of Terre Haute to be able to perform maintenance, patching, and general updates on the CUBS and Debt Tracker applications.

## EXCLUSIONS

The following will be out of scope of this SOW:

1. New feature functionality
2. Any application that is not related to CUBS or Debt Tracker

## THE MOSER INCIDENT MANAGEMENT PROCESS

- **Priority:** Priority is determined by utilizing a combination of the incident's impact and severity.
- **Response:** Time elapsed between the time the incident is reported and the time it is assigned to an individual for resolution.
- **Resolution:** Service is restored to a point where the client can perform their job. In some cases, this may only be a work around solution until the root cause of the incident is identified and corrected.

**The Moser Objectives - Provide a consistent process to track incidents that ensures:**

- Incidents are properly logged
- Incidents are properly routed
- Incident status is accurately reported
- Queue of unresolved incidents is visible and reported
- Incidents are properly prioritized and handled in the appropriate sequence
- Resolution provided meets the requirements of the SLA for the customer

## SAMPLE SERVICE LEVEL AGREEMENT TIME FRAMES:

Moser Consulting will work with City of Terre Haute to customize a managed services response and resolution times fit it business operations both from 8:00 a.m. to 5:00 PM Eastern Standard Time Mon – Fri and after-hours support. Below is an example of the Moser Service Level Agreement:

Priority	Example	Response Time	Incident Identification	Resolution Time
Urgent	Environment down; technical issues halting time-sensitive and mission critical work	15 Minutes	30 Minutes	ASAP – Best Effort
High	Technical issues that impede time-sensitive and mission critical work	30 Minutes	1 Hour	ASAP – Best Effort
Normal	Individual hardware or software support, application issues, network issues, account issues, and printing problems	1 Hour	3 – 4 Hours	ASAP – Best Effort
Low	Technology consultation, general questions, office moves, etc.	1 Business day	Follow Business Day	ASAP – Best Effort

## HELP DESK SUPPORT SERVICES

Should the City of Terre Haute need to contact the Moser Managed Services Help Desk to report an issue or request support during regular Business Hours, the City of Terre Haute has a variety of methods to reach us:

- Telephone: TBD
- Email: TBD
- Self-Service Portal: This service gives the City of Terre Haute access to our online ticketing system so that the City of Terre Haute can create Service Requests in real time.
- The URL for the Service Portal is: TBD

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

- Telephone support: 8:00 A.M. to 5:00 P.M. Monday – Friday
- Email support: Monitored 8:00 A.M. to 5:00 P.M. Monday – Friday
- Emails received outside of office hours will be collected, however no action can be guaranteed until the next working day.

## INCIDENT MANAGEMENT PROCESS FLOW STEPS:

Role	Step	Description
City of Terre Haute	➤ 1	Incidents can be reported by City of Terre Haute users or technical staff through various means, i.e., phone, email, or a self-service web interface.
Moser Help Desk	➤	<p><b>Incident identification</b></p> <p>Work cannot begin on dealing with an incident until it is known that an incident has occurred. As far as possible, all key components should be monitored so that failures or potential failures must be detected early so that the incident management process can be started quickly.</p>
	➤	<p><b>Incident logging</b></p> <p>All incidents must be fully logged and date/time stamped, regardless of whether they are raised through a Moser Help Desk telephone call, ticket submitted through the web help desk or whether automatically detected via an event alert. All relevant information relating to the nature of the incident must be logged so that a full historical record is maintained – and so that if the incident should be referred to technical group(s), they will have all relevant information at hand to assist them.</p>
	➤	<p><b>Incident categorization</b></p> <p>All incidents will relate to one of the offered services defined between the City of Terre Haute and Moser.</p>
	➤	<p>The Moser Help Desk will check to ensure this issue hasn't already been reported by others.</p>
	➤	<p>If there is another user reporting the same issue, relate the issue to the cases already reported. More users reporting the same issue means the impact of the issue is broader than what might have been reported at first. The impact needs to be recorded based upon current knowledge of the impact.</p>
	➤	<p><b>Incident prioritization</b></p> <p>Before an incident priority can be set, the severity and impact need to be assessed. See Incident Prioritization. Once the severity and impact are set, the priority can be derived using the prescriptive table.</p>
	➤	<p>Is this a priority 1 (major) incident?</p>
	➤	<p>If the incident is a priority 1 incident, meaning that a service is unavailable in part or whole, The Moser Managed Services team will be alerted to make certain any resources necessary to the resolution will be immediately made available.</p>

Role	Step	Description
	➤	<p><b>Initial diagnosis</b></p> <p>If the incident has been routed via the Moser Help Desk, the Moser Help Desk Analyst must carry out initial diagnosis, using various diagnostic scripts and known error information to try to discover the full symptoms of the incident and to determine exactly what has gone wrong.</p> <p>The Moser Help Desk Analyst will utilize the collected information on the symptoms and use that information to initiate the process to find an appropriate solution. If possible, the Moser Help Desk Analyst will resolve the incident and close the incident if the resolution is successful.</p>
	➤	<p>Is the necessary information provided to resolve the incident? If not, the ticket will then be assigned to the technical group that supports the service.</p>
	➤	<p>Once the incident is assigned to the appropriate technical group for further support. The technical group will then research the issue to determine cause and remediation options.</p>
	➤	<p>After a possible resolution has been determined either from thorough research and testing, attempt the resolution.</p>
	➤	<p>Moser will verify with the City of Terre Haute that the resolution was satisfactory and the City of Terre Haute can perform their work.</p> <p>Note: In some instances, an incident resolution does not require that the underlying cause of the incident has been corrected. The resolution only needs to make it possible for the City of Terre Haute to be able to continue their work.</p>
<b>Moser Team</b>	➤	<p>If the City of Terre Haute is satisfied with the resolution, proceed to closure, otherwise continue investigation and diagnosis.</p>

Role	Step	Description
	➤	<p><b>Incident Closure</b></p> <p>The Moser Service Team will check that the incident is fully resolved and that the City of Terre Haute is satisfied and willing to agree the incident can be closed. The Moser Service Team should also check the following:</p> <ul style="list-style-type: none"> <li>• Closure categorization. Check and confirm that the initial incident categorization was correct or, where the categorization subsequently turned out to be incorrect, update the record so that a correct closure categorization is recorded for the incident – seeking advice or guidance from the resolving group(s) as necessary.</li> <li>• Incident documentation. Chase any outstanding details and ensure that the Incident Record is fully documented so that a full historic record at a sufficient level of detail is complete.</li> <li>• Ongoing or recurring problem? Determine (in conjunction with technical groups) whether it is likely that the incident could recur and decide whether any preventive action is necessary to avoid this.</li> </ul> <p><b>Formal Closure.</b> Formally close the Incident Record.</p>

## 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

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

Title	Discounted Monthly Rate for City of Terre Haute	Moser Published Rate
Sr. .Net Developer	\$1,000 / Month	\$1,200 / Month

The Discounted Monthly Rate for the City of Terre Haute listed above covers up to 8 hours of billable support to the City of Terre Haute for a given month. If the monthly billable support needed for a given month is above 8 hours, Moser will bill the City of Terre Haute the discounted rate of \$125/hour for any hours in a given month over 8 hours.

All work under this agreement is to be performed during normal business hours. A premium amount of \$175 / hour will be charged for Weekend, Holiday or after-hours work.

This agreement is for the 2018 calendar year. If the City of Terre Haute would like to extend this agreement into 2019, then a new SOW would need to be executed.

## 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 basis per the pricing table defined in the "Assigned Resources and Pricing" section of this SOW.



Terms are Net 30.

## OPT-OUT / TERMINATION

Moser and/or the City of Terre Haute shall have the right to terminate this Agreement under any of the following conditions:

- If one of the parties shall be declared insolvent or bankrupt.
- If a petition is filed in any court and not dismissed in ninety days to declare one of the parties bankrupt and/or for a reorganization under the Bankruptcy Law or any similar statute
- If a Trustee in Bankruptcy or a Receiver or similar entity is appointed for one of the parties
- If the City of Terre Haute does not pay Moser within thirty (30) days from receipt of Moser's invoice and/or otherwise materially breaches this Agreement.
- If Moser fails to perform its obligations under this Agreement and such failure continues for a period of thirty days after written notice of the default, the City of Terre Haute shall have the right to terminate this Agreement.
- Either party may terminate this Agreement upon sixty days (60) written notice.

Upon termination, all hardware and software installed by Moser that was required to conduct managed services support are the property of Moser and will be surrendered and returned to Moser at end of the agreement.

## 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

\_\_\_\_\_  
Jim Timberman  
Director of Managed Services  
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

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The City of Terre Haute