



**CITY OF BLOOMINGTON**

401 N Morton St  
Bloomington, IN 47404  
[www.bloomington.in.gov](http://www.bloomington.in.gov)

**INVITATION TO BID**

For

**SOLAR FOR CITY BUILDINGS AND “SOLARIZE BLOOMINGTON”  
INITIATIVE**

**ITB #2016-ESD-SOLAR-B**

**RELEASE DATE: November 13, 2016**

**SUBMITTAL DATE: November 29, 2016**

**Pre-Bid Proposal Meeting: November 18, 2016**

**Affirmative Action Plan Due: November 28, 2016**

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**INVITATION:** The City of Bloomington is requesting qualified and experienced firms to submit bids for:

- 1) New photovoltaic (PV) systems at identified City Buildings; and
- 2) Residential and commercial PV installations, to be offered at a reduced price per-watt to Bloomington-area residents recruited through a “Solarize Bloomington” campaign.

In addition, a separate Invitation to Bidders will be issued for the replacement of the roof of Bloomington City Hall to optimize the efficiency of the new solar installations.

## **GENERAL INFORMATION PART I**

**1.1 BACKGROUND:** This project helps meet the City of Bloomington’s goals of reducing municipal energy use and maintaining efficient and reliable infrastructure. Specifically, the project will install solar photovoltaic (PV) systems on the identified City Buildings, and offer a reduced-cost PV purchase and installation package to local residents.

The intent of this Invitation to Bidders is to select one or more firms to provide system design, procurement, and installation services for the following projects. Firms are invited to submit bids individually or collaborate with another firm(s).

The project will include the following locations:

- Bloomington City Hall, 401 N. Morton St., Bloomington, IN
- Bloomington Police Headquarters, 220 E. 3<sup>rd</sup> St., Bloomington, IN
- Residential and commercial locations throughout Bloomington. These locations will be identified through the “Solarize Bloomington” program.

By recruiting interested individuals and businesses from the private sector in conjunction with the planned larger installations on city facilities, we aim to realize economies of scale and reduce both the barriers to expanding solar in the community and the costs faced by installers in recruiting customers.

This “group buy” will be available to residents in the City of Bloomington. Installations may also take place in the surrounding area, as allowed by the selected installer(s).

**1.2 SCOPE OF WORK:** The selected firm shall:

1.2.1 Design, procure, and install PV at City Hall and at Police Headquarters (“**Solar Project A**”).

- a. As mentioned above, the City anticipates issuing a separate Invitation to Bidders for the replacement of the roof of Bloomington City Hall. The installation of stanchions and other penetrations to the roof of Bloomington City Hall will be done by the roofing contractor. Please note, it may be necessary for the successful bidder to modify their design in order to comply with the requirements of the roof design.
- b. The City is in the process of procuring a new roof for the Police Headquarters. The PV system at the Police Headquarters shall be a non-penetrating, ballasted system.

1.2.2 Design, procure, and install PV at residences and commercial establishments recruited through the “Solarize Bloomington” campaign (“**Solar Project B**”). Participants eligible for the lower-cost installations will be recruited by the City of Bloomington and community partners.

1.2.3 **Solar Project A:** The following facilities are included in Project A. The results of a structural evaluation of both buildings is included in **Appendix A**.

1. City Hall, 401 N. Morton Street. City Hall occupies a portion of the larger Showers Building, indicated as “Lot 1” in **Appendix B**.
2. Police Headquarters, 220 E. 3<sup>rd</sup> Street.

1.2.4 **Solar Project B: Solarize Bloomington Campaign** - The goals of the Solarize Bloomington campaign are to:

- Increase the total kilowatts of installed solar capacity in the Bloomington area,
- Create economies of scale through bulk customer acquisition, installation, and procurement of solar PV energy systems,
- Provide solar installer(s) with pre-screened residential and commercial customers, and
- Achieve a high conversion rate (from proposal to signed contract) for participants.

1.2.5 All contracts arising out of Project B will be executed between the home or business owner and the selected contractor. Installations for Project B will take place before December 31, 2017. This deadline may be renegotiated if demand warrants and extension is feasible.

1.2.6 Respondents may choose to bid on either Solar Project A, Solar Project B, or both. If the pricing for your bid is contingent on being awarded both contracts, please indicate that in your response. A bid for Solar Project A should list separate prices for City Hall and the Police Headquarters.

**1.3 LICENSES AND CERTIFICATIONS:** All relevant employees shall have all valid and up-to-date licenses required by the State of Indiana necessary for this type of project.

**1.4 QUALIFICATIONS:** Firms shall be responsive, responsible, and have the capability, experience, and personnel to render the services requested. Bid proposals must clearly demonstrate the capability, training, and certifications necessary for the solar projects, and experience of the proposed personnel (not just of the Firm).

1.4.1 If subcontractors will be employed, similar information must be provided and the portions to be subcontracted must be identified.

**1.5 SELECTION PROCESS:** All bids deemed responsible and responsive to this request will be reviewed. Judgments of which bids meet these criteria will include price and inclusion of all items listed in the bid checklist (**Appendix C**).

**1.6 AWARD:** Bid proposals will be evaluated by the City, and taking in consideration the requirements stipulated within in this bid proposal, the award of a bid, if any award is made, will only be to a responsible and responsive bidder who submits a bid proposal which offers the best overall value to the City. The selected bid proposal shall offer the most complete and advantageous bid proposal which meets, or exceeds the scope of work requirements prescribed within this invitation.

- 1.6.1 The City reserves the right to award on an all or-none basis, or award to multiple Bidders.
- 1.6.2 If an award is to be made, it shall be made at a subsequent Board of Public Works meeting. The City reserves the right to rescind any award if it is determined the offer is not in the best interest of the City, or if errors, omissions, inaccuracies, non-compliance, or any deficiencies are discovered after the award has been issued.
- 1.6.3 If the City determines that all bid proposals received should be rejected, bidders shall be notified by the Purchasing Manager accordingly. The City may or may not resubmit the Invitation to Bid request.
- 1.6.4 If the Board of Public Works approves the award of bid contracts, bid results will be available for review within twenty-four (24) hours after the award at: <https://bloomington.in.gov/rfp>. Results shall not be given over the telephone, or via email prior to the award of a contract.
- 1.6.5 Bids may be withdrawn any time *prior* to the scheduled deadline for receipt of bids. All bid proposals submitted shall remain open and valid until the bid has been rejected, or accepted, and awarded. Furthermore, the City may reject any and all bid proposals, to waive any irregularities or informalities in a bid proposal, and to issue a new or modified request, or cancel the Invitation to Bid, if it is found to be in the best interest of the City.

**1.7 KEY DEADLINE DATES:**

Event	Time	Day	Date
ITB Issuance Date	N/A	Sunday	November 13, 2016
Pre-Bid Proposal Meeting	2:00 p.m. (EDT)	Friday	November 18, 2016
Final day to submit inquiries	5:00 p.m. (EDT)	Monday	November 21, 2016
Responses to Inquiries Due	5:00 p.m. (EDT)	Wednesday	November 23, 2016
Affirmative Action Plan Due	5:00 p.m. (EDT)	Monday	November 28, 2016
Bid Submittal Deadline	4:30 p.m. (EDT)	Tuesday	November 29, 2016
Bid Opening - Board of Public Works Meeting	5:30 p.m. (EDT)	Tuesday	November 29, 2016

**GENERAL CONDITIONS  
PART II**

**2.1 SUBMISSION INSTRUCTIONS:** Sealed bid proposals shall be submitted to the attention of the City of Bloomington Public Works Board. The original hard copy bid submittal packet shall be clearly marked “Solar Projects/Solarize Bloomington 2016”. Bids will be due to the address listed below on, or before **4:30 p.m. (EST), Tuesday, November 29, 2016**. No electronic or facsimile offers will be accepted.

Sealed bid proposals will be opened and read aloud at the Board of Public Works meeting on **Tuesday, November 29, 2016 at 5:30 p.m. (EST)**. Any bid proposals received after the deadline will be returned unopened.

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**Submit Bids Proposals To:**

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City of Bloomington Board of Public Works  
Attn: Kyla Cox Deckard, President  
401 N Morton Dr. Suite 120  
Bloomington, IN 47404

2.1.2 It is the bidder's responsibility to assure actual delivery of bid documents with the City prior to the established deadline. To confirm receipt of your submittal, please contact Christina Smith at 812.349.3589, or smithc@bloomington.in.gov.

**2.2 BID SUBMITTAL COSTS:** Those submitting bids do so entirely at their expense. There is no expressed or implied obligation by the City to reimburse any individual or firm for any costs incurred in preparing or submitting bids, or providing additional information when requested by the City.

**2.3 ACCEPTANCE:** Submission of any bid indicates acceptance of the terms and conditions, and requirements contained in the ITB, and attached Contract unless clearly and specifically noted in the bidder's submittal documents.

**2.4 PRE-BID PROPOSAL MEETING:** A mandatory pre-bid proposal meeting is scheduled for **November 18, 2016, 2:00 p.m. (EST)**, in the Hooker Room at City Hall. All attendees must sign in at the site visit location. A tour of both City Hall and Police Headquarters will be provided with opportunities to pose questions. The City will either respond to questions, or document questions for later response. Any follow-up questions should be submitted as per instructions listed in Section 2.5.

**2.5 INQUIRIES AND ADDENDA:** It is the Bidder's responsibility to clarify any details in question, or submit any suggestions before a bid is submitted. All questions, or suggestions shall be emailed to the attention of Julie Martindale, Purchasing Manager at [martindj@bloomington.in.gov](mailto:martindj@bloomington.in.gov). Email inquiries, or suggestions shall include "Solar Projects/Solarize Bloomington 2016" in the subject line and may be submitted until **5:00 p.m. (EST), Monday, November 21, 2016**.

2.5.1 Inquiries shall reference the ITB section number relevant to the question presented for clarification.

2.5.2 Responses shall be in written form via email to the requesting Bidder within one (1) business day when possible.

2.5.3 If necessary, an addendum or addenda will be issued, and accessible on the City's RFP page which is located here: <https://bloomington.in.gov/rfp>.

2.5.4 It is the Bidder's responsibility to access the City's RFP webpage prior to submitting a bid to insure no updates, additions, omissions, or corrections have been posted.

2.5.5 Any ambiguities or inconsistencies shall be brought to the attention of the City through written communication or via email by **5:00 p.m. (EST), Monday, November 21, 2016**.

2.5.6 The City assumes no liability for assuring accurate, complete, or on time e-mail transmissions, or receipts.

**Email inquiries to:**

Julie Martindale, Purchasing Mgr.

[martindj@bloomington.in.gov](mailto:martindj@bloomington.in.gov)

- 2.6 COMPLIANCE:** The Bidder warrants and agrees that its performance under any award or contract that may be rendered from this bid will at all times comply with all local, state and federal laws, codes, rules, ordinances and regulations.
- 2.7 BID REJECTION:** The City reserves the right to reject any and all bids, in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional bids.
- 2.8 BID SUBMITTAL REQUIREMENTS:** In order to facilitate the bid opening, bidders are required to prepare their bid proposals in accordance with the instructions outlined in this section. Each bidder is required to submit the bid proposal in a sealed package. Bidders whose bid proposal deviates from these instructions may be considered non-responsive and may be disqualified at the discretion of the City.

Note that Davis-Bacon, prevailing, and living wage requirements do not apply to this project. In addition, please note that the City Hall portion of the Showers Building has a completely independent mechanical and electrical system from the other portions of the Showers Building.

Bidders interested in performing the work described in this ITB shall provide the following information in a clear, comprehensive, and concise manner illustrating the company's capabilities and expertise:

**2.8.1 Company Introductory Letter:**

Letter must state the name and title of the person(s) authorized to represent the company in any negotiations, the name(s) and titles(s) of persons authorized to sign any contract that may result from this ITB, the contact person's name, mailing address, phone and fax numbers, and email address. A legal representative of the company authorized to bind the firm in contractual matters must sign the Cover Letter and the Proposal.

**2.8.2 Firm Qualifications:**

Provide a statement that documents the company's qualifications and as it relates to experience described in the Scope of Work. The response should include the following:

1. Proposing Firm Profile

- A. Detail size and organizational structure. Include information on all partner firms if relevant.
- B. Describe experience in developing, designing, and installing residential, municipal, and/or commercial solar electric systems, and how this experience will apply to a community solar project.
  - i. Confirm that your suppliers will be able to supply the quantity of panels needed to complete Projects A and B. If there is a minimum or maximum number of locations and/or kilowatt capacity that your firm is willing and/or able to accommodate by the December 31, 2017 deadline as part of the Solarize Bloomington purchase, please note that.

- ii. Indicate the maximum capacity of solar (in kW) that your firm has installed in a single year.

**2.8.3 Project Capabilities:**

Provide a statement describing capability to complete the project per the project timeline specified above. Include a discussion of financial stability, number of employees, length of time in business, capacity, and resources. Include any website or marketing support your firm plans to provide for this project.

- A. Explain how the firm can expand quickly and maintain quality to meet the large demand for solar that may occur due to this project. Present your plan to accommodate large demand within the timeline stated above. If possible, provide examples of projects completed to-date that have prepared the firm for an undertaking of this scale.
- B. Provide references from the firm's five (5) most recent solar projects, including size, date of installation, and location. Include a contact name, email, and phone number for each project and reference. In addition, identify any municipal solar projects and/or community solar projects similar to the services requested in the Scope of Work.

**2.8.4 Qualifications of the Project Team:**

- A. Identify key personnel for this project including roles, experience, licenses and certificates, with corresponding numbers as appropriate. Include proof of any North American Board of Certified Energy Practitioner certification information, including level and type. This certification is preferred, but not mandatory. Also note any Master Electrician or other certified staff involved in this project.
- B. Identify the main point of contact at the proposing firm. Confirm this individual's ability to provide bi-weekly progress reports to the City.
- C. Identify any subcontractors you plan to use, along with their role in the project, and provide background information on size, experience, management, and licensing.

**2.8.5 Business Practices:**

- A. Lead management practices: Describe the process for in-office management of a large volume of solar leads, scheduling of site assessments and installations, and processing of relevant paperwork.
- B. Provide a sample customer contract tailored for use with Solarize Bloomington that includes a description of your terms of payment, process, and timeline, from initial deposit to final payment. (**Note:** All contracts will be executed between the homeowner or business owner and the selected contractor. The Contract between the owner and the selected firm will state that the City of Bloomington is not a party to the Contract, and that the selected contractor will be solely liable for any claims, losses, or damages arising out of the Contract.)
- C. Describe how the firm addresses change orders.

D. Address health and safety record and practices.

**2.8.6 Work Quality:**

- A. Explain why the products included in your response to this proposal are appropriate for this project. Provide descriptions of warranties and support that ensure long-term durability, operation, and maintenance of PV installations. Include performance and reliability figures, in addition to where the products were manufactured.
- B. Describe the installation process, including how you will minimize disruption and disturbance of City facility operations, neighbors, landscaping, structures, and clients' living/working arrangements during preparation, installation, and clean up.
- C. Describe final testing and sign-off procedures, including punch lists, inspection, and other necessary requirements.
- D. Please describe any litigation that the company has been involved in, including the outcome of that litigation.

**2.8.7 Customer Service:**

- A. Describe how you plan to handle incident reports (trouble, warranty, service calls, and inquiries). Discuss your typical response time on calls, hours of coverage for customer service calls, and process for providing status reports after an incident is logged.
- B. List any complaints received by the Better Business Bureau over the last 3 years.
- C. Describe the training you provide the homeowner, including materials or manuals, customer care books, and/or support for later questions and system performance.

**2.8.8 Timeline:**

- A. Note any impacts the timeline for the various installations could have on the per-watt price.

**2.8.9 Pricing and Financial Schedule:**

A. For Solar Project A: Present solar pricing as a price-per-watt of installed capacity that is inclusive of design, materials, labor, and all other expenses involved in the installation. (Please note, state law requires the design to be approved by a registered architect or a licensed engineer. The City expects that the Bidder will ultimately obtain this approval. This should be factored into the price provided for Solar Project A.) Prices should exclude any eligible incentives or tax credits for a grid-tied system installed on the specified buildings. Also present a total cost and expected annual production for each facility if the maximum possible system size were installed.

i. Components:

- a. Proposed panels shall have a minimum of 19.0% panel-level efficiency.

- b. Panels must not be installed closer than twelve (12') feet from the edge of the roof, so they are not visible from the ground.
- c. Please include information on the manufacturer, model, rated power (where appropriate), country of origin and specifications of the proposed PV system (at a minimum, modules, inverters, and mounting system).
- ii. Solar Project A should also include:
  - a. Central-inverter-based designs shall be transformer-less, and include power optimizers with individual module performance monitoring via the internet.
  - b. Electrical connection shall be on the load side of the meter with utility net metering.
  - c. Metal conduit shall be used for all above ground wiring.
  - d. Surface mounted metal conduit is acceptable except in finished interior areas and any areas of the exterior that are visible from the ground.
  - e. Only copper wire shall be used.
  - f. A revenue grade PV performance meter shall be included.
  - g. Provide online performance reporting.
- iii. Bid Alternative #1: Please include the cost for extending the manufacturer's warranty for the inverter and optimizer components to twenty (20) years.
- iv. Bid Alternative #2: Please include the cost (on a per-watt basis) for City Hall if you are not awarded the Bloomington Police Headquarters.
- v. Bid Alternative #3: Please include the cost (on a per-watt basis) for the Bloomington Police Headquarters if you are not awarded City Hall.

**B. For Solar Project B:** Present solar pricing as a price-per-watt of installed capacity that is inclusive of design, materials, labor, and all other expenses involved in the installation. Prices should exclude any eligible incentives or tax credits for a grid-tied system installed on the specified buildings. The price is to apply to all work described in the Residential Solar Scope of Work in **Appendix D**. If there is a minimum or maximum system size that will be eligible for the proposed price-per-watt, please indicate that here.

- i. System design and components are not binding at the proposal stage, but this information will be used to evaluate price proposals.
- ii. You can provide up to three equipment pricing options, but you are not required to provide three.
  - a. Specify a nominal cost per watt for typical systems (4 kilowatts and 8 kilowatts).
  - b. At least one of the systems you provide with cost estimates for should be U.S. made modules, and one option should be for panels of a minimum 17.0% panel-level efficiency. System panels shall be sixty (60) cell for residential installations.
  - c. If you are able to offer a discount or rebate for larger individual installations, or if the capacity of panels in total for all projects installed exceeds a certain level, please note that offer in your response.

- d. For all system options, include information on the manufacturer, model, rated power (where appropriate), country of origin and specifications of the proposed PV system options (at a minimum, modules, inverters, and mounting system).
- e. Solar Project B should also include:
  1. Central inverter based designs shall be transformer-less, and include power optimizers with individual module performance monitoring via the internet. This applies to both ground- and roof-mounted systems.
  2. Electrical connection shall be on the load side of the meter with utility net metering where available.
  3. Metal conduit shall be used for all above ground wiring.
  4. Surface mounted metal conduit is acceptable, except in finished interior areas.
  5. Only copper wire shall be used.
  6. A revenue grade PV performance meter shall be included.
  7. Specify minimum inches of open space on each side and between the rain gutter and array.
  8. Provide online performance reporting.
- f. Please include product warranties and availability and cost of extended warranties.
- g. Expected System Generation: Provide expected annual system generation (in kilowatt-hours) for each kW of system capacity.
- h. Identify any factors or special conditions that would result in additional costs (such as roof materials, roof slope, improvements to existing wiring, roof access, etc.) and provide estimates of additional charges for each such factor or condition. To the extent possible, minimize the amount of special-condition-based pricing by anticipating these factors in your overall per-watt price in order to minimize the amount of uncertainty associated with any individual installation.
- i. If possible, we would like to offer lower-income households the opportunity to participate in the program. Describe any proposals you have to make the program available to low-income households.
- j. **Note:** Include all your anticipated costs of customer development in your response. Customer communication, site assessments, system design and bid development should be factored into the final price. That is, there should be no charge for owners to have a site assessment and bid from the selected contractor – it is all in the final bid price. Calculate any costs associated with system design and a site visit into your price-per-watt proposal.

#### 2.8.10 Design for Solar Project A:

Include preliminary drawings for the proposed PV system that include (at a minimum):

- A. Maximum possible system size (in kW DC and kW AC) for Police Headquarters and for City Hall (Lot 1 of **Appendix B**).
- B. Location of modules (including tilt)

- C. Location of inverters
- D. Detailed, biddable description of the mechanism required to affix the panels to the roof of City Hall. This language will be used in the Invitation to Bidders for the roofing portion of this project for the selected Firm(s).
- E. Any other site-specific information that will aid in overall evaluation.
- F. Warranty: Describe any warranties associated with the installation, including full system coverage and/or warranties associated with individual components and warranties from both the Firm and manufacturers. The warranty for workmanship shall be for a minimum of three (3) years from project completion.
- G. Expected System Generation: Provide expected annual system generation (in kilowatt-hours) for each kW of system capacity.

2.8.11 A properly executed E-verify Affidavit which is included in this packet. **(Exhibit A)**

2.8.12 A properly executed Non-Collusion Affidavit also included in this packet. **(Exhibit B)**

2.8.13 A properly executed Drug Policy Affidavit which is included in this packet. **(Exhibit C)**

**2.9 STATE FORM 96 (Contractor's Bid for Public Work) (Exhibit D):** Each submittal shall also include a completed Form 96. The form is included with this packet and all sections are required to be completed and notarized. Bids submitted without proper signatures and notarization will be considered invalid and shall be deemed non-compliant.

### **GENERAL REQUIREMENTS PART III**

**3.1 BONDS:** Each Bid shall be accompanied by a cashier's check or a certified check drawn on an acceptable bank, or an acceptable Bidder's bond in an amount of not less than five percent (5%) of the total Bid. No personal and/or company checks will be accepted or the Bid shall be deemed non-responsive. The Bid guarantee shall be made payable without condition to the City of Bloomington, Indiana, hereinafter referred to as "Owner", and the amount of said Bid Guarantee may be retained by and forfeited to the Owner as liquidated damages if the Bid covered thereby is accepted and a contract based thereon is awarded and the Bidder should fail to enter into a contract in the form prescribed, with legally responsible sureties, within fifteen (15) days after such award is made and confirmed by the Owner. The Bid Guarantee deposit of each unsuccessful Bidder will be returned when their Bid is rejected. The Bid Guarantee deposit of the Bidder to whom the Contract is awarded will be returned when the successful Bidder executes a contract and files a satisfactory Performance Bond and Payment Bond. Both Bonds shall be equal to 100% of the Contract Price.

**3.2 RETAINAGE (Exhibit E):** Contracts for public work in excess of \$100,000 require retainage provisions. The retainage amount shall be placed in an escrow account. The City shall withhold five percent (5%) of the total contract dollar value for all work completed until the contract work is one hundred (100%) completed. A copy of the Escrow agreement is included in this packet.

**3.3 TAX EXEMPTION:** The City of Bloomington is exempt from payment of all state and federal sales taxes. Tax documents are available upon request.

**3.4 PAYMENT INFORMATION AND INVOICE SUBMITTAL:** Payment for invoices shall be processed upon receipt of an acceptable original invoice, and after the product has been received, and verified for accuracy. Payments shall be made within forty-five (45) days of receipt of an acceptable original invoice.

Invoice(s) shall be submitted to the following address:

Jacqui Bauer  
City of Bloomington  
PO Box 100  
Bloomington, IN 47402

3.4.1 Surcharges (i.e., fuel surcharges, restocking, etc.) shall NOT be added to invoices as an additional line item unless approved in writing from the Purchasing Manager.

3.4.2 The City is exempt from the payment of sales taxes. Any charges for taxes from which the City is exempt shall be deducted from invoices before payment is made.

**3.5 ABANDONMENT:** Notwithstanding any other provision of this Award, if funds for the continued fulfillment of the Award by the City are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, then the City shall have the right to terminate this Award or Contract without penalty by giving written notice documenting the lack of funding in which instance, unless otherwise agreed by the City and Recipient, this Award shall terminate and become null and void. The City agrees that it shall make its best effort to obtain sufficient funds, including but not limited to, including in its budget for each fiscal period during the term of this Award a request for sufficient funds to meet its obligations under the Award in full.

**3.6 CONTRACT INFORMATION (Exhibit F):**

Any award will require a properly executed Agreement, which is included in this packet. The contract includes the term of the contract, insurance requirements, and general terms and conditions. Submission of a Bid indicates acceptance of the terms and conditions contained within this agreement unless clearly noted in the bid submittal documents.

**3.7 INSURANCE:** The Firm awarded a contract shall maintain insurance coverage reflecting the minimum amounts and conditions specified below. The firm must provide Certificates of Insurance in which the City shall be named as an additional insured.

Commercial General Liability: \$1 million per occurrence, \$2 million in the aggregate

Auto Insurance: \$1 million combined

Worker's Compensation: Statutory limits

Professional Liability: \$1 million

Umbrella: \$5 million (over auto and commercial general liability)

**3.8 AFFIRMATIVE ACTION PLANS (Exhibit G):** – (REQUIRED ON CONTRACTS OVER \$10,000)

Each Bidder submitting an offer for over \$10,000.00 shall submit and have approved by the City of Bloomington Contract Compliance Officer, Barbara McKinney, his/her written Affirmative Action Plan (AAP) at least twenty-four (24) hours prior to the deadline for submission of bids.

Each Bidder must insure that all employees and applicants for employment are not discriminated against because of race, religion, color, sex, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status. All the protected classes must be included in your Affirmative Action Plan for it to be acceptable.

In addition to other requirements, your plan MUST include a workforce breakdown, an internal grievance procedure, a non-retaliation statement, designation of a person by name or position who is responsible for implementation of the Plan, applicability to both applicants and employees, recruitment of minorities, equal access to training programs, and an explanation of your method of communicating the operations of your Affirmative Action Plan to employees and prospective applicants.

Barbara McKinney, Contract Compliance Officer, may be contacted at (812) 349-3429, 8:00 a.m. to 5:00 p.m. Monday through Friday. The Affirmative Action Plan paperwork is provided in this Invitation to Bid. *Affirmative Action Plans already on file are required to be updated every six (6) months.*

- 3.9 E-VERIFY AFFIDAVIT (Exhibit A):** Bidders are required to enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. The E-verify Affidavit must be properly executed and submitted with the bid documents. For this and other documents requiring notarization, a notary from any state may be used.
- 3.10 NON-COLLUSION AFFIDAVIT (Exhibit B):** Bidder is required, pursuant to Indiana Code §5-22-16-6, to affirm it has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by the Bidder, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer. The Non-Collusion Affidavit must be properly executed and submitted with the bid documents.
- 3.11 DRUG POLICY AFFIDAVIT (Exhibit C):** In accordance with Indiana Code §4-13-18-5, each Firm that submits a bid for a public works project that is estimated to cost \$150,000 or more shall submit with his/her bid a written plan for an employee drug testing program to test the employees of the contracting firm and subcontractors for drugs.
- 3.12 VENDOR REGISTRATION:** A Bidder must meet the vendor registration, and vetting approval requirements of the City before an award, or contract can be executed. Therefore, the Bidder shall be required to submit a current and completed Request for Taxpayer Identification Number and Certification form (IRS Form W-9) prior to a contract award.
- 3.13 PAYMENT PREFERENCE:** The City's preferred method of payment is Electronic Funds Transfer (EFT). Payments processed through an EFT save dollars by increasing efficiency and streamlining the payment process. This eliminates the cost of paper, printing, postage, paperwork, and time. Bidders shall be required to submit a completed EFT form prior to award of a contract.

**EXHIBIT A**

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

**AFFIDAVIT REGARDING E-VERIFY**

The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the \_\_\_\_\_ of \_\_\_\_\_.  
(job title) (company name)

2. The company named herein that employs the undersigned:

- has contracted with or is seeking to contract with the City of Bloomington to provide services;
- OR
- is a subcontractor on a contract to provide services to the City of Bloomington.

3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).

4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
Printed name

My Commission Expires: \_\_\_\_\_  
County of Residence: \_\_\_\_\_

**EXHIBIT B**

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

**NON-COLLUSION AFFIDAVIT**

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

**OATH AND AFFIRMATION**

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Name of Organization)

By: \_\_\_\_\_

\_\_\_\_\_  
(Name and Title of Person Signing)

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires:

\_\_\_\_\_  
Notary Public Signature

Resident of \_\_\_\_\_ County \_\_\_\_\_  
Printed Name

# EXHIBIT C

## COMPLIANCE AFFIDAVIT

### REGARDING INDIANA CODE CHAPTER 4-13-18

### DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

STATE OF INDIANA )  
 ) SS:  
COUNTY OF \_\_\_\_\_)

#### AFFIDAVIT

The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the \_\_\_\_\_ of  
(job title)  
\_\_\_\_\_  
(company name)
2. The undersigned is duly authorized and has full authority to execute this Affidavit.
3. The company named herein that employs the undersigned:
  - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
  - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
4. The undersigned certifies that Contractor's submitted written plan for a drug testing program to test employees of the Contractor and Subcontractor for public works projects with an estimated cost of \$150,000 is in accordance with Indiana Code 4-13-18 as amended.
5. The undersigned acknowledges that this Contract shall be subject to cancellation should Contractor fail to comply all provisions of the statute.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

STATE OF INDIANA )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_  
Signature of Notary Public

County of Residence: \_\_\_\_\_  
Printed Name of Notary Public



CONTRACTOR'S BID FOR PUBLIC WORK- FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)
Prescribed by State Board of Accounts

PART I

(To be completed for all bids. Please type or print)

Date (month, day, year): \_\_\_\_\_

- 1. Governmental Unit (Owner): \_\_\_\_\_
2. County: \_\_\_\_\_
3. Bidder (Firm): \_\_\_\_\_
4. Address: \_\_\_\_\_
City/State/ZIP code: \_\_\_\_\_
5. Telephone Number: \_\_\_\_\_
6. Agent of Bidder (if applicable): \_\_\_\_\_

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of \_\_\_\_\_

(Governmental Unit) in accordance with plans and specifications prepared by \_\_\_\_\_ and dated \_\_\_\_\_ for the sum of \$ \_\_\_\_\_

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS (If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this \_\_\_\_\_ day of \_\_\_\_\_, subject to the following conditions: \_\_\_\_\_

Contracting Authority Members:

_____	_____
_____	_____
_____	_____

PART II  
(For projects of \$150,000 or more - IC 36-1-12-4)

Governmental Unit: \_\_\_\_\_

Bidder (Firm) \_\_\_\_\_

Date (month, day, year): \_\_\_\_\_

These statements to be submitted under oath by each bidder with and as a part of his bid.  
Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completi	Name and Address of Owner

3. Have you ever failed to complete any work awarded to you? \_\_\_\_\_ If so, where and why?

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4. List references from private firms for which you have performed work.

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SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

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2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

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3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

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4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

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5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

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**SECTION III CONTRACTOR'S FINANCIAL STATEMENT**

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

**SECTION IV CONTRACTOR'S NON- COLLUSION AFFIDAVIT**

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member,

representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
*(Name of Organization)*

By \_\_\_\_\_

\_\_\_\_\_  
*(Title of Person Signing)*

ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )

) ss

COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public, personally appeared the above-named \_\_\_\_\_ and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
*Notary Public*

My Commission Expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_

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**BID OF**

\_\_\_\_\_  
*(Contractor)*

\_\_\_\_\_  
*(Address)*

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**FOR**  
**PUBLIC WORKS PROJECTS OF**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Filed** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Action taken** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## EXHIBIT E

### ESCROW AGREEMENT

#### SOLAR PROJECTS FOR CITY BUILDINGS AND "SOLARIZE BLOOMINGTON" INITIATIVE

THIS ESCROW AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Bloomington Board of Public Works (the "Owner"), and \_\_\_\_\_, (the "Contractor"), and First Financial Bank (the "Escrow Agent").

WHEREAS, the Owner and Contractor have entered into a public construction contract in the amount of \$100,000 or more, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2016, for a public works project; and,

WHEREAS, said construction contract provides that portions of payments by Owner to Contractor shall be retained by Owner (herein called retainage) and placed in an escrow account;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

To the extent that the Owner retains funds out of payments applied for by the Contractor under the provisions of the Contract providing for payments based on the value of the work in place and the materials stored, the Owner shall place the funds so retained in an escrow account.

The Escrow Agent shall open a "Money Market" account and deposit said funds promptly into the account and invest the retainage in such obligations as selected by the Escrow Agent at its discretion.

The income from and earnings on and all gains derived from the investment and reinvestment of the funds (escrow income) shall be held in the escrow account. The Escrow Agent shall deposit all funds and hold all investments in a separate escrow fund so that a quarterly accounting can be made to the Contractor of all deposits and investments made in such funds.

The Escrow Agent may commingle the escrow funds with other escrow funds or invested construction funds held by it pursuant to other escrow agreements or trust instruments to which the Owner and the Contractor are parties. To expedite the handling of the investments and reinvestments of the escrow funds, the Escrow Agent may cause all savings accounts, securities, obligations and investments (other than bearer instruments) to be registered in its own name, or in the name of its nominee or nominees, or in such form that title may pass by delivery.

The Escrow Agent shall pay over the net sum held by it hereunder as follows:

The Escrow Agent shall hold all of the escrow funds and shall release the principal thereof only upon the execution and delivery to it of a notice executed by the Owner and by the Contractor specifying the portion or portions of the principal of the escrow funds to be released and the person or persons to whom such portions are to be released. After receipt of said notice the Escrow Agent shall remit the designated part of escrowed principal and the same proportion of then escrowed income to the person specified in the notice. Such release of escrow funds shall be no more than thirty (30) days from the date of receipt by the Escrow Agent of the release executed by the Owner and Contractor. All income earned on the escrowed principal shall be paid to the Contractor with the exception of that amount necessary to pay any fee for the Escrow Agent's services. No escrow income shall be paid to the Contractor until the Escrow Agent's fee, if any, has been paid in full.

In the absence of such a joint written authorization, upon receipt from the Owner of a copy of certification from Owner's Engineer, that Owner has exercised its right to terminate the services of the Contractor, then the Escrow Agent shall pay over to the Owner the net sum held by it hereunder.

In the absence of such a joint written authorization and in the absence of the termination of the Contractor as provided above, in the manner directed by a certified copy of a judgment of a court of record establishing the rights of the parties to said funds.

The "Commercial Quick Draw" account set up by the Escrow Agent to hold the retainage shall be a no fee account with no minimum balance required. The account shall earn interest at a variable rate.

This Agreement and anything done or performed hereunder by either the Contractor or Owner shall not be construed to prejudice or limit the claims which either party may have against the other arising out of the aforementioned construction agreement.

This instrument constitutes the entire agreement between the parties regarding the duties of the Escrow Agent with respect to the investment and payment of escrow funds. The Escrow Agent is not liable to the Owner and Contractor for any loss or damages not caused by its own negligence or willful misconduct.

**OWNER:**

City of Bloomington  
Board of Public Works  
By:

\_\_\_\_\_  
Kyla Cox Deckard, President

**ESCROW AGENT:**

First Financial Bank  
By:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CONTRACTOR:**

By:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Tax I.D. Number: \_\_\_\_\_

**EXHIBIT F**

**AGREEMENT**

**BETWEEN**

**CITY OF BLOOMINGTON**

**AND**

**CONTRACTOR**

**FOR**

**SOLAR PROJECTS FOR CITY BUILDINGS AND "SOLARIZE BLOOMINGTON" INITIATIVE**

**THIS AGREEMENT**, executed by and between the City of Bloomington, Indiana through the Board of Public Works (hereinafter CITY), and \_\_\_\_\_, (hereinafter CONTRACTOR);

**WITNESSETH THAT:**

WHEREAS, CITY desires to retain CONTRACTOR'S services to design, procure, and install photovoltaic panels at City Hall and the Police Headquarters ("City Solar Installation"), and design, procure, and install photovoltaic panels at residences and commercial residences through the "Solarize Bloomington" campaign ("Community Solar Installation") (more particularly described in Attachment A, "Scope of Work"); and

WHEREAS, CONTRACTOR is capable of performing work as per his/her Bid on the Bid Summary sheet; and

WHEREAS, in accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 or General Contractor for this project; and

WHEREAS, CONTRACTOR was determined to be the lowest responsible and responsive Bidder for said project.

NOW, THEREFORE, in consideration of the mutual promises hereinafter enumerated, the parties agree as follows:

**ARTICLE 1. TERM**

**1.01** This Agreement shall be in effect upon execution of this Agreement by all parties. In accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, CONTRACTOR is a Tier 1 contractor or general contractor for this project.

**1.02** The Term of this Agreement shall begin from the date of execution of the Agreement through December 31, 2017.

**ARTICLE 2. SERVICES**

**2.01** CONTRACTOR shall provide services as specified in Attachment A, "Scope of Work", attached hereto and incorporated into this Agreement.

**2.02** CONTRACTOR shall complete the City Solar Installation by July 31, 2017, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

**2.03** CONTRACTOR shall complete the Community Solar Installation by December 31, 2017. Substantial Completion shall mean completion of all work.

**2.04** It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided. CONTRACTOR agrees to pay CITY said damages the sum of 100 dollars per calendar day of delay, which sum is agreed upon not as a penalty, but as a fixed and liquidated damage for each day of such delay. In the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

**2.05** CONTRACTOR agrees that no charges or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the services / project, 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 CITY of any of its rights herein.

### **ARTICLE 3. COMPENSATION**

**3.01** Upon the submittal of approved claims for the City Solar Installation, CITY shall compensate CONTRACTOR in a lump sum not to exceed \_\_\_\_\_. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

Evidence indicating the probable filing of claims by other parties against CONTRACTOR which may adversely affect CITY.

Failure of CONTRACTOR to make payments due to subcontractors, material suppliers or employees.

Damage to CITY or a third party.

Payment for the Community Solar Installation shall be made by the Community Solar Participant to CONTRACTOR. A sample contract between the Community Solar Participant and CONTRACTOR is attached to this Contract as Attachment \_\_\_\_\_. The CITY is not a party to the contract between any Community Solar Participant and the CONTRACTOR. Accordingly, it has no responsibility or obligation to make payment for any aspect of the Community Solar Installation.

**3.02** The submission of any request for payment shall be deemed a waiver and release by CONTRACTOR of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

**3.03** CONTRACTOR shall maintain proper account records for the scope of all services of this Agreement and provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by CITY's representatives at reasonable business hours.

**3.04 Project Manager** Jacqui Bauer shall serve as the CITY's Project Manager.

**ARTICLE 4. RETAINAGE**

For contracts in excess of \$100,000, the CITY requires that retainage be held set out below.

**4.01 Escrow Agent** The retainage amount withheld shall be placed in an escrow account. First Financial Bank, Bloomington, Indiana, shall serve as the escrow agent.

**4.02 Retainage Amount** The escrow agent, CITY, and CONTRACTOR shall enter into a written escrow agreement. Under that agreement, the CITY shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is substantially complete. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties.

**4.03 Payment of Escrow Amount** The escrow agent shall hold the escrowed principal and income until receipt of the notice from the CITY and CONTRACTOR that the Contract work has been substantially completed to the reasonable satisfaction of the CITY, at which time the CITY shall pay to the CONTRACTOR the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the CONTRACTOR the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit the CITY from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

**4.04 Withholding Funds for Completion of Contract** If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the CITY, the CITY may direct the escrow agent to retain in the escrow account, and withhold from payment to the CONTRACTOR, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the architect/engineer. The escrow agent shall release the funds withheld under this section after receipt of notice from the CITY that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the CONTRACTOR, but by CITY or another party under contract with the CITY, said funds shall be released to the CITY.

**ARTICLE 5. GENERAL PROVISIONS**

**5.01** CONTRACTOR agrees to indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by CONTRACTOR or any of its officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to CITY or has used in connection with this Agreement and regardless of whether or not it is caused in part by a party indemnified herein under. Such indemnity shall include attorney's fees and all costs and other expenses arising there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

**5.02 Abandonment, Default and Termination**

**5.02.01** CITY shall have the right to abandon the work contracted for in this Agreement without penalty. If CITY abandons the work described herein, CONTRACTOR shall deliver to CITY all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of CITY. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by CONTRACTOR under this Agreement and the work which CONTRACTOR was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by CITY and CONTRACTOR. The payment made to CONTRACTOR shall be paid as a final payment in full settlement of his services hereunder.

**5.02.02** If CONTRACTOR defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, CITY may, after seven (7) days' written notice has been delivered to CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to CONTRACTOR. In the alternative, CITY, at its option, may terminate this Agreement and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by CONTRACTOR, and may finish the project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his surety, shall pay the difference to CITY.

**5.02.03 Default:** If CONTRACTOR breaches this Agreement or fails to perform the work in an acceptable manner, he shall be considered in default. Any one or more of the following will be considered a default:

Failure to begin the work under this Agreement within the time specified.

Failure to perform the work with sufficient supervision, workmen, equipment and materials to insure prompt completion of said work within the time limits allowed.

Unsuitable performance of the work as determined by CITY's Project Manager or her representative.

Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.

Discontinuing the prosecution of the work or any part of it.

Inability to finance the work adequately.

If, for any other reason, CONTRACTOR breaches this Agreement or fails to carry on the work in an acceptable manner.

**5.02.04** CITY shall send CONTRACTOR a written notice of default. If CONTRACTOR, or his Surety, within a period of ten (10) days after such notice, fails to remedy the default, then CITY shall have full power and authority, without violation of the Contract, to take the prosecution of the work out of the hands of said CONTRACTOR, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may, at its option, turn the work over to the Surety, or enter into an agreement with another Contractor for the completion of the Agreement according to the terms and provisions thereof, or CITY may use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner.

**5.02.05** All cost of completing the work under the Contract shall be deducted from the monies due or which may become due to said CONTRACTOR. In case the expenses so incurred by CITY shall be less than the sum which would have been payable under the Contract if it had been completed by said CONTRACTOR, CONTRACTOR shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Contract, CONTRACTOR and his Surety will be liable and shall pay to CITY the amount of said excess. By taking over the prosecution of the work, CITY does not forfeit the right to recover damages from CONTRACTOR or his Surety for his failure to complete the work in the time specified.

**5.02.06** Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of the Agreement by CITY are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, then CITY shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding in which instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void.

**5.02.07** CITY agrees that it will make its best effort to obtain sufficient funds, including but not limited to, including in its budget for each fiscal period during the term hereof a request for sufficient funds to meet its obligations hereunder in full.

**5.03 Successors and Assigns**

**5.03.01** Both parties agree that for the purpose of this Agreement, CONTRACTOR shall be an Independent Contractor and not an employee of CITY.

**5.03.02** No portion of this Agreement shall be sublet, assigned, transferred or otherwise disposed of by CONTRACTOR except with the written consent of CITY being first obtained. Consent to sublet, assign, transfer, or otherwise dispose of any portion of this Agreement shall not be construed to relieve CONTRACTOR of any responsibility of the fulfillment of this Agreement.

**5.04 Extent of Agreement: Integration**

**5.04.01** This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Bid Documents.
4. The Invitation to Bidders, including all attachments, and all written amendments and other documents amending, modifying, or supplementing the Invitation to Bidders issued prior to the opening of bids.
5. The Instructions to Bidders.
6. All plans as provided for the work that is to be completed.
7. CONTRACTOR'S submittals.
8. The Performance and Payment Bonds.
9. The Escrow Agreement.
10. Request for Taxpayer Identification number and certification: Substitute W-9.

**5.04.02** In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by CONTRACTOR, and other rights and obligations of CITY and CONTRACTOR, the document expressing the greater quantity, quality or other scope of work in question, or imposing the greater obligation upon CONTRACTOR and affording the greater right or remedy to CITY shall govern; otherwise the documents shall be given precedence in the order as enumerated above.

**5.05 Insurance**

**5.05.01**

CONTRACTOR shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Coverage

Limits

A. Worker's Compensation & Disability

Statutory Requirements

B.	Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	\$1,000,000 per occurrence and \$2,000,000 in the aggregate
C.	Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 combined
D.	Professional Liability (Errors & Omissions)	\$1,000,000 aggregate
E.	Umbrella Excess Liability (over auto and commercial general liability)	\$5,000,000 each occurrence and aggregate

The Deductible on the Umbrella Liability shall not  
be more than \$10,000

**5.05.02** CONTRACTOR’S comprehensive general liability insurance shall also provide coverage for the following:

Premises and operations;

Contractual liability insurance as applicable to any hold-harmless agreements;

Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and CONTRACTOR shall continue to provide evidence of such coverage to CITY on an annual basis during the aforementioned period;

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

**5.05.03** With the prior written approval of CITY, CONTRACTOR may substitute different types or amounts of coverage for those specified as long as the total amount of required protection is not reduced.

**5.05.04** Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with CITY prior to commencement of work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least sixty (60) days’ prior written notice has been received by CITY. The CITY shall be named as an additional insured on the Commercial General Liability, Automobile Liability, and Umbrella Excess Liability policies. The CONTRACTOR shall agree to a waiver of subrogation on its Worker’s Compensation policy.

**5.06** Necessary Documentation CONTRACTOR certifies that it will furnish CITY any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Bloomington, the State of Indiana and the United States. CONTRACTOR further certifies that it is now and will maintain in good standing with such governmental agencies and that it will keep its license, permit registration, authorization or certification in force during the term of this Agreement.

**5.07** Applicable Laws CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. This Agreement shall be governed by the laws of

the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

**5.08 Non-Discrimination**

5.08.01 CONTRACTOR and subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, training, conditions or privileges of employment, because of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status. Breach of this covenant may be regarded as a material breach of the Agreement.

5.08.02 CONTRACTOR certifies for itself and all its subcontractors compliance with existing laws of the State of Indiana and the United States regarding:

Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, housing status, or any other legally protected classification;

The utilization of Minority and Women Business Enterprises. CONTRACTOR further certifies that it:

- a. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the CITY's Contract Compliance Officer.
- b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

**5.08.03 FURTHER, PURSUANT TO INDIANA CODE § 5-16-6-1, CONTRACTOR AGREES:**

A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.

B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.

C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.

D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

## **5.09 Workmanship and Quality of Materials**

**5.09.01** CONTRACTOR shall guarantee the City Solar Installation for a period of three (3) years from the date of substantial completion. Failure of any portion of the work within three (3) years due to improper construction, materials of construction, or design may result in a refund to CITY of the purchase price of that portion which failed or may result in the forfeiture of CONTRACTOR's Performance Bond. (The Community Solar Installation shall have the warranties specified in the Community Solar Installation Agreement.)

**5.09.02** OR EQUAL: Wherever in any of the Agreement Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the CITY's Project Manager. The approval by the CITY's Project Manager of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the CITY's Project Manager.

**5.09.03** CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the Director of Public Works and are not subject to arbitration.

**5.10 Safety.** CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. CONTRACTOR shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local. CONTRACTOR's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

## **5.11 Amendments/Changes**

5.11.01 Except as provided in Paragraph 5.11.02, this Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.

5.11.02 Without invalidating the Agreement and without notice to any surety, CITY may, at any time or from time to time, order, in writing, additions, deletions, or revisions in the work. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the work involved, which will be performed under the applicable conditions of the Agreement Documents.

5.11.03 If CONTRACTOR believes that any direction of CITY under paragraph 5.11.02, or any other event or condition, will result in an increase in the Contract time or price, he shall file written notice with CITY no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.

5.11.04 CONTRACTOR shall carry on the work and adhere to the progress schedule during all disputes or disagreements with CITY. No work shall be delayed or postponed pending resolution of any dispute or disagreement except as CONTRACTOR and CITY may otherwise agree in writing.

## **5.12 Performance Bond and Payment Bond**

**5.12.01** For contracts in excess of \$100,000, CONTRACTOR shall provide CITY with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

**5.12.02** Failure by CONTRACTOR to perform the work in a timely or satisfactory fashion may result in forfeiture of CONTRACTOR'S Performance Bond.

**5.12.03** If the surety on any bond furnished by CONTRACTOR becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code 27-9 et seq. or its right to do business in the State of Indiana is terminated, CONTRACTOR shall, within thirty (30) calendar days thereafter, substitute another bond and surety, both of which must be acceptable to CITY.

**5.13** **Payment of Subcontractors** CONTRACTOR shall pay all subcontractors, laborers, material suppliers and those performing services to CONTRACTOR on the project under this Agreement. CITY may, as a condition precedent to any payment hereunder, require CONTRACTOR to submit satisfactory evidence of payments of any and all claims of subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR. Upon receipt of a lawful claim, CITY shall withhold money due to CONTRACTOR in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR.

**5.14** **Written Notice** Written notice shall be considered as served when delivered in person or sent by mail to the individual, firm, or corporation, or to the last business address of such known to CONTRACTOR who serves the Notice. Notice shall be sent as follows:

TO CITY:

TO CONTRACTOR:

City of Bloomington  
Attn: Jacqui Bauer  
P.O. Box 100 Suite 150  
Bloomington, Indiana 47402

**5.15** **Severability and Waiver** In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement.

**5.16** **Notice to Proceed** CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the CITY. The CITY may provide one Notice to Proceed for each aspect of the project, or one Notice to Proceed for the entire Scope of Work. CONTRACTOR shall start active and continuous work on the Agreement within fifteen (15) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the fifteen (15) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

**5.17** **Steel or Foundry Products**

5.17.01 To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized

or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should CITY feel that the cost of domestic steel or foundry products is unreasonable; CITY will notify CONTRACTOR in writing of this fact.

5.17.02 Domestic Steel products are defined as follows:

“Products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.”

5.17.03 Domestic Foundry products are defined as follows:

“Products cast from ferrous and nonferrous metals by foundries in the United States.”

5.17.04 The United States is defined to include all territory subject to the jurisdiction of the United States.

5.17.05 CITY may not authorize or make any payment to CONTRACTOR unless CITY is satisfied that CONTRACTOR has fully complied with this provision.

#### **5.18 Verification of Employees' Immigration Status**

CONTRACTOR is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). CONTRACTOR shall sign an affidavit, attached as Attachment C, affirming that CONTRACTOR does not knowingly employ an unauthorized alien. “Unauthorized alien” is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

CONTRACTOR and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the CONTRACTOR or any of its subcontractors learns is an unauthorized alien. If the CITY obtains information that the CONTRACTOR or any of its subcontractors employs or retains an employee who is an unauthorized alien, the CITY shall notify the CONTRACTOR or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) calendar days of the date of notice. If the CONTRACTOR or any of its subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the CONTRACTOR or its subcontractor did not knowingly employ an unauthorized alien. If the CONTRACTOR or its subcontractor fails to remedy the violation within the thirty (30) calendar day period, the CITY shall terminate the Agreement, unless the CITY determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the CITY may allow the Agreement to remain in effect until the CITY procures a new contractor. If the CITY terminates the Agreement, the CONTRACTOR or its subcontractor is liable to the CITY for actual damages.

CONTRACTOR shall require any subcontractors performing work under this Agreement to certify to the CONTRACTOR that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. CONTRACTOR shall maintain on file all subcontractors' certifications throughout the term of this Agreement with the CITY.

#### **5.19 Drug Testing Plan**

in accordance with Indiana Code 4-13-18 as amended, the CONTRACTOR was required to submit with his/her bid a written drug testing policy for a public works project that is estimated to cost \$150,000 or more. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the CONTRACTOR and Subcontractors for drugs. The successful CONTRACTOR must comply with all provisions of the statute. This contract is subject to cancellation if CONTRACTOR fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of

CITY; or provides false information to CITY regarding CONTRACTOR's employee drug testing program. CONTRACTOR shall sign an affidavit, attached as Attachment D, affirming that CONTRACTOR has and shall implement CONTRACTOR'S employee drug testing program throughout the term of this project.

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands.

DATE: \_\_\_\_\_

City of Bloomington  
Bloomington Board of Public Works

BY:

BY:

\_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_  
Contractor Representative

\_\_\_\_\_  
Kelly M. Boatman, Vice President

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Dana Palazzo, Secretary

\_\_\_\_\_  
Title of Contractor Representative

\_\_\_\_\_  
John Hamilton, Mayor of Bloomington

ATTACHMENT A  
"SCOPE OF WORK"

**SOLAR PROJECTS FOR CITY BUILDINGS AND "SOLARIZE BLOOMINGTON" INITIATIVE**

This project shall include, but is not limited to the SCOPE OF WORK:

City Solar Installation

CONTRACTOR shall design and install a photovoltaic system on City Hall (Lot 1 in Appendix B of the Invitation to Bidders) and on the Police Department.

The PV system on the Police Department shall be a ballasted, non-penetrating system. The design for both the PV system on City Hall and the PV system on the Police Department shall be done pursuant to plans and specifications that have been approved by a registered architect or licensed engineer. CONTRACTOR is responsible for the design of these PV systems (which shall include the approval by a registered architect or licensed engineer). The CITY may request that CONTRACTOR adjust its design of the PV system to account for the roofs at the Police Department and City Hall. The plans and specifications for the PV system on City Hall is attached to this Agreement as Attachment B. The plans and specifications for the PV system on the Police Department is attached to this Agreement as Attachment C.

The CONTRACTOR's work shall include:

- Installation of all necessary modules, inverters, and mounting system to install \_\_\_\_\_ watts of PV capacity on the roof of City Hall and to install \_\_\_\_\_ watts of PV capacity on the roof of the Police Department ("PV System").
- The inverters in the PV System shall be transformerless and include power optimizers with online, individual-module performance monitoring.
- The electrical connection shall be on the load side of the meter with utility net metering.
- Metal conduit shall be used for all above ground wiring. Surface mounted metal conduit is acceptable, except in finished interior areas.
- Only copper wire shall be used in the PV System.
- The PV System shall include a revenue grade PV performance meter.

All penetrations to the roof of the Police Headquarters or City Hall shall be done by the CITY's roofing contractor based on the plans and specifications provided by CONTRACTOR to the CITY, as may be adjusted as provided above.

Other Aspects to the City Solar Installation

1. CONTRACTOR shall work with the CITY and the CITY's roofing contractor or contractors to coordinate a schedule of work that provides the least possible impact to the CITY. This will include coordinating mobilization areas of the site, access, traffic, parking facilities, and security. The CITY intends to continue to occupy City Hall and the Police Department during the entire construction period. CONTRACTOR shall provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, and to allow for owner's use of City Hall and the Police Department.
  - a. CONTRACTOR shall provide and maintain such fire protective equipment and devices as required by applicable safety standards or as deemed necessary and suitable for any possible class or type of fire.
  - b. CONTRACTOR shall minimize noise produced by construction operations, and shall perform portions of the work which will generate excessive noise during hours when the building is unoccupied.
  - c. CONTRACTOR shall prevent construction dust from entering the occupied building.
  - d. CONTRACTOR shall minimize fumes and odor produced by construction operations.
2. CONTRACTOR, as requested by the CITY's Project Manager, shall conduct Progress meetings at regularly scheduled times convenient for all parties involved.
3. CONTRACTOR shall provide weekly photographs of site and construction throughout the progress of the Scope of Work.
4. CONTRACTOR shall comply with all possible Federal, State, and Local regulations as they relate to the handling of hazardous materials, such as asbestos fibers, lead, and PCB compounds. No hazardous materials shall be used on this project.
5. Quality Control
  - a. CONTRACTOR shall monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship.
  - b. CONTRACTOR shall comply with all applicable manufacturers' instructions.
  - c. CONTRACTOR shall have all work performed by persons qualified to complete the work.
  - d. CONTRACTOR shall monitor fabrication and installation tolerance to produce acceptable work. This shall include compliance with all manufacturer tolerances.
6. Temporary Facilities
  - a. CONTRACTOR shall provide all necessary electricity for its work via portable generators.
  - b. CITY shall provide access to sanitary facilities
  - c. CITY shall provide access to water for construction purposes from the existing facilities free of charge. Contractor shall provide any necessary extensions from existing service to the project work area.

All Temporary Facilities shall be removed prior to Final Inspection.
7. Cleaning and Waste Removal
  - a. All waste that can be recycled shall be recycled.
  - b. CONTRACTOR shall remove rubbish, debris, and scrap ("Waste materials") promptly upon its completion, and at a minimum, at the end of each work day.
  - c. Waste materials removed from the site shall be managed by the CONTRACTOR and disposed of in accordance with all applicable laws, regulations, codes, rules, and standards.
  - d. CONTRACTOR shall protect installed work from damage by construction operations.
  - e. CONTRACTOR shall perform "final" cleaning of the PV System so as to put the PV System in a complete and finished condition ready for acceptance and its intended use.
8. CONTRACTOR shall take all necessary precautions to protect the CITY's property as well as adjacent property from any and all damage which may result due to work on this project.
9. NO SMOKING or use of any other tobacco or tobacco-containing product will be tolerated on any property owned by the CITY or the Bloomington Municipal Facilities Corporation. This includes parking lots, rooftops, and/or other areas set up and maintained by CONTRACTOR within the construction site.
10. The CITY shall exercise a zero tolerance policy as it relates to safety and safe work practices at the site.
  - a. At no time shall the safety of the worker be compromised to accommodate other construction constraints.
  - b. CONTRACTOR will be responsible for the safety and welfare of their employees and building occupants during the course of the work.
  - c. CONTRACTOR will coordinate all work activities with the CITY during the course of the work.

d. CONTRACTOR's employees shall be clearly identified while working at the Police Department or City Hall.

11. Products

a. CONTRACTOR or the CONTRACTOR's Authorized Representative must be present to accept delivery of all equipment and material shipments.

b. CONTRACTOR shall be liable for all equipment or material delivered to the job site.

c. CONTRACTOR shall store any equipment and materials stored on site in areas agreed upon by the CITY.

12. CONTRACTOR shall comply with all other reasonable instructions of the CITY's Project Manager to ensure the orderly prosecution of this Scope of Work.

13. Final Inspection

a. Upon receipt of Notice of Substantial Completion, the CITY's Project Manager shall inspect CONTRACTOR's work ("Final Inspection"). CONTRACTOR shall provide the CITY with all documentation necessary for all applicable warranties, the application for final payment and retainage, the final waiver of lien, and all other documents deemed necessary and appropriate by the CITY or CONTRACTOR. Within three (3) days of Final Inspection, the CITY's Project Manager shall provide CONTRACTOR with a punch list of items that must be completed prior to Final Acceptance of the work.

## Community Solar Installation

The CITY and its partners will conduct pre-qualification assessments for prospective participants in the Community Solar Installation (“Qualified Participants”).

### *Solar Installation Proposals*

The CITY will provide CONTRACTOR with contact information, owner preferences, and a basic assessment report for Qualified Participants. Within one week of receiving contact information, CONTRACTOR will contact the Qualified Participant via either email or phone to schedule a site inspection. CONTRACTOR will perform the site inspection at no cost to the Qualified Participant or the CITY. If the site inspection determines that a solar installation is appropriate for the Qualified Participant, CONTRACTOR will provide a site-specific solar installation proposal to the Qualified Participant, which shall take into account any self-identified financial limitations of the Qualified Participant. CONTRACTOR will provide a copy of each site-specific solar installation proposal to the CITY (via email to [sustain@bloomington.in.gov](mailto:sustain@bloomington.in.gov)).

### *Solar Installation*

In the event that the Qualified Participant decides to accept the site-specific solar installation proposal (“Community Solar Participant”), the CONTRACTOR and Qualified Participant will execute a contract (“Community Solar Installation Agreement”). A copy of the Community Solar Installation Agreement is attached to this Agreement as Attachment \_\_\_. The CITY will not be a party to that contract, and will have no financial responsibility in the event of non-payment from the Community Solar Participant.

Solar Installation shall include:

- 1) Turnkey installation of a complete, fully functional photovoltaic system on Community Solar Participant’s property, pursuant to the applicable site-specific solar installation proposal. This shall include all design services (including a Structural and Roofing Integrity Review for roof installed systems and an Electrical Review), permits, materials, labor, equipment, commissioning, and incidentals. System components shall minimize roof penetration for roof-mounted systems.
- 2) The photovoltaic system will be utility-grid-connected following the local electric utility’s required design and installation standards for grid-tie and net metering.
- 3) CONTRACTOR will prepare applications for interconnection with the local utility and register the system with SRECTrade or another appropriate solar renewable energy certificate broker.
- 4) CONTRACTOR will provide each owner appropriate documentation and guidance for applying for the federal residential solar energy tax credit.
- 5) CONTRACTOR shall provide the homeowner with training regarding photovoltaic modules and all other equipment and system components (including the mounting system and any inverters).

Solar Installation will be carried out by the selected firm in conformance with all applicable laws and codes.



City of Bloomington Human Rights Commission  
2016

RE: Affirmative Action and Living Wage Ordinance

To: Prospective Bidders/Vendors

Affirmative Action: All bidders and vendors with the City of Bloomington for projects in excess of \$10,000.00 must submit an affirmative action plan to my office. This plan must insure that applicants are employed and that employees are treated in a manner that provides equal employment opportunity and tends to eliminate inequality based upon race, religion, color, sex, national origin, ancestry, disability, sexual orientation, gender identity, veteran status and housing status. Please note that the last four categories are new, adopted by the Common Council in September, 2015.

Even if your company already has a plan on file with the City, you must check with me to make sure that it complies with our current and recently updated requirements. If you already have a plan, but it does not cover all of the City's current requirements, you may submit a separate supplement with your plan to fill any gaps.

You must submit your written affirmative action plan (or supplement) to me at least twenty-four hours before the bid, quote or proposal deadline. You must submit your plan to me separately from your bid or quote. The twenty-four hours will give me sufficient time to review your and the other plans. I recommend that you submit your affirmative action plan to me earlier, if possible, so that you and I will have time to work out any problems that may be in your plan. Vendor's who fail to submit acceptable plans by the deadline are subject to disqualification.

I strongly advise you to confirm with me that I have received your plan and that it meets our requirements well before the submittal deadline. We will make every effort to work with you to clear up problems. But it remains your responsibility to confirm that I received your plan and that it complies with our requirements. If you fail to confirm that I received and approved your plan, you risk losing your eligibility to submit a bid or quote. We will be glad to provide a receipt upon request. Please let us know if you want a receipt when you submit your plan.

You must insure that all the protected classes listed above are included in your plan. In addition to other requirements, your plan **MUST** include a current workforce breakdown, an internal grievance procedure, a non-retaliation statement, designation of a person by name or position who is responsible for implementing the plan, applicability to both applicants and employees, recruitment of minorities, equal access to training programs, and an explanation of your methods of communicating the operations of your affirmative action plan to your employees and prospective applicants.

Accompanying this letter, you will find the following materials:

- (1) A workforce breakdown form. You MUST submit a workforce breakdown (sometimes called a "utilization report") with your Affirmative Action plan. This form is provided for your convenience. If you already have a current form you have completed for another jurisdiction that includes the same type of information, you may substitute a copy of that form instead of using our form. Your workforce breakdown figures must be updated every six months. Even if you already have an acceptable affirmative action plan on file with my office, you should submit a new workforce breakdown each time you bid for a City Contract, to be sure we have up-to-date figures.
- (2) An Affirmative Action Plan checklist. I will use this checklist to review your affirmative action plan. If you compare your plan with this list, you should be able to tell whether your plan fulfills the City's requirements. If you omit any of the elements on the checklist, your plan will not be approved.
- (3) A sample affirmative action plans. These may be useful if your company has never designed an affirmative action plan before. Feel free to adopt this plan as your own or to amend it to meet your needs.

Additional materials, such as the City of Bloomington's Contract Compliance Regulations, are available from my office upon request.

**Living Wage:** Also, please be aware that you may be required to comply with the Bloomington Living Wage Ordinance. Whether the LWO applies to your project depends upon the size and type of your project and the number of people you employ. If you have questions about the applicability of the LWO, click on the LWO flow chart at: [www.bloomington.in.gov/livingwage](http://www.bloomington.in.gov/livingwage) or call me. For 2016, the living wage for covered employees is \$12.32 an hour.

If you have any questions, contact me at 812.349.3429 or email me at the following address: [mckinneb@bloomington.in.gov](mailto:mckinneb@bloomington.in.gov). My office hours are Monday through Friday, 8-5.

Thank you.

Barbara E. McKinney, Human Rights Director/Contract Compliance Officer

## **BLOOMINGTON HUMAN RIGHTS COMMISSION**

### **Model Affirmative Action Plan for**

\_\_\_\_\_, Inc., declares its policy to provide equal opportunity in employment, training and advancement, and to administer its employment practices without regard to race, color, religion, sex, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, or housing status. Our policy of nondiscrimination will prevail throughout every aspect of our employment practices, including recruitment, hiring, training and all other terms and conditions of employment. We shall implement an affirmative action plan to make it widely known that equal employment opportunities are available on the basis of individual merit. We shall survey and analyze our employment workforce annually to determine what steps, if any, are needed to conform effectively to this equal employment policy.

#### **Responsible Officer**

Mr. or Ms. \_\_\_\_\_ (or the \_\_\_\_\_ officer) is the equal employment opportunity officer for our company and is responsible for implementing this affirmative action policy.

#### **Publication of Policy**

Our employees will be made aware of our commitment to affirmative action through the following procedures:

- posting notices on employee bulletin boards,
- including our policy statement and plan in our personnel manual,
- regularly sending out notice of our policy in paycheck envelopes,
- and training supervisors to recognize discriminatory practices.

We will make potential employees aware of our policy through the following procedures:

- including the words "Equal Opportunity Employer" in all of our advertisements and notices for job openings,
- notifying employment agencies about our commitment, and
- sending notice of our policy to unions.

#### **Implementing Our Policy**

Our affirmative action plan will be implemented by widening our recruitment sources. We shall advertise in newspapers and other media that reach people in protected classes. We shall send job notices to schools with large percentages of students in the protected classes and to local groups that serve these classes.

We shall examine our hiring practices periodically to insure that we consider only job-related qualifications in filling our positions. We shall discard irrelevant educational requirements and unnecessary physical requirements. We shall retain only job-related questions on our employment application.

We shall keep affirmative action information on each applicant, but separate from his or her application. We shall keep records on our hiring decisions to evaluate the success of our affirmative action measures. We shall decide placement, duties, benefits, wages, training prospects, promotions, layoffs and terminations

without regard to race, sex, religion, color, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status.

### Grievance Procedure

If an employee feels he or she has been discriminated against on the basis of race, sex, religion, color, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status, he or she may bring the complaint to his or her immediate supervisor. If the complaint is not resolved readily at that level, he or she may submit it to \_\_\_\_\_ (personnel officer, corporate president, other) who will make a final decision on its validity. This grievance process does not preclude his or her complaining to local, state or federal civil rights agencies. We will not retaliate against an employee or applicant for voicing a grievance or for filing a complaint with the appropriate agency.

Our current workforce breakdown is shown on the attached form.

\_\_\_\_\_  
Corporate President

\_\_\_\_\_  
Date

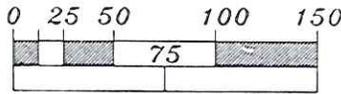
## AFFIRMATIVE ACTION PLAN CHECKLIST

NOTE: This is **not** an Affirmative Action Plan

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

<b>Contractor: Plan MUST Include:</b>	<b>Yes</b>	<b>No</b>	<b>Comments:</b>
Policy statement of equal employment opportunity	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Covers:</b> Applicants for employment	<input type="checkbox"/>	<input type="checkbox"/>	
Employees	<input type="checkbox"/>	<input type="checkbox"/>	
<b>On basis of:</b> Race	<input type="checkbox"/>	<input type="checkbox"/>	
Religion	<input type="checkbox"/>	<input type="checkbox"/>	
Color	<input type="checkbox"/>	<input type="checkbox"/>	
Sex	<input type="checkbox"/>	<input type="checkbox"/>	
National Origin	<input type="checkbox"/>	<input type="checkbox"/>	
Ancestry	<input type="checkbox"/>	<input type="checkbox"/>	
Disability	<input type="checkbox"/>	<input type="checkbox"/>	
Sexual Orientation	<input type="checkbox"/>	<input type="checkbox"/>	
Gender Identity	<input type="checkbox"/>	<input type="checkbox"/>	
Veteran Status	<input type="checkbox"/>	<input type="checkbox"/>	
Housing Status	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Designates a person responsible for implementation of the Plan</b>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Provides for communication of the policy:</b>			
Within the Organization	<input type="checkbox"/>	<input type="checkbox"/>	
Outside the Organization (e.g., recruitment sources, unions)	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Applies to all terms and conditions of employment (e.g., hiring, placement, promotion, duties, wages, benefits, use of facilities, layoff, discipline, termination)</b>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Provision for: Recruitment from minority groups</b>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Provision for: Equal access to training programs</b>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Grievance Procedure</b>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Prohibits retaliation for filing grievances</b>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Workforce Breakdown (figures up to date within 6 months)</b>	<input type="checkbox"/>	<input type="checkbox"/>	

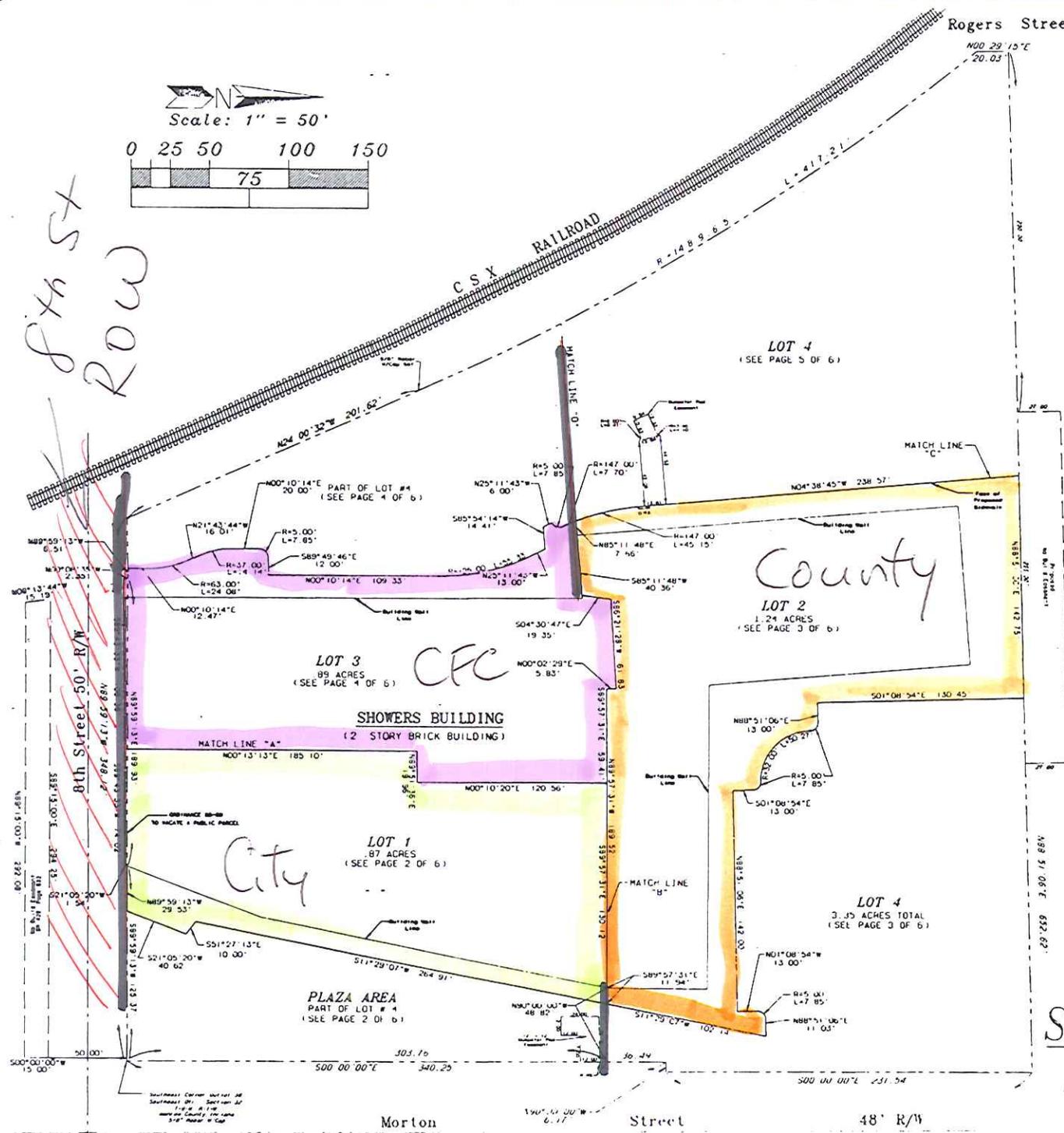




8th St  
ROW

Rogers Street 30' R/W

NOTE: The lot owner, their guests, invitees, licensees, employees, agents and tenants shall have a transferable easement over and across the sidewalk outside the buildings to gain access to the buildings.



Recorded  
12:50 pm  
March 13, 1995  
  
DULY ENTERED  
FOR TAXATION  
March 10, 1995



SHOWERS OFFICE  
AND RESEARCH  
CENTER



Silver Creek Engineering, Inc.

August 24, 2016

City of Bloomington – City Hall  
401 North Morton Street  
Suite 150  
Bloomington, IN 47402

Attn: Jacqueline Bauer  
Re: Solar Panel Installation Structural Investigation  
Job #16313

Dear Jacqueline,

As requested by the City of Bloomington, we have performed a structural investigation of the City Hall building located at 401 North Morton Street and the Police Headquarters at 220 East 3<sup>rd</sup> Street in Bloomington, Indiana. The objective of the investigation is to determine whether the roof structure of the City Hall, Police Headquarters, and City Hall parking lot awnings can support the weight of new solar panels.

Our evaluation is based on observations made by me during a visit to City Hall and Police Headquarters on July 27<sup>th</sup>, 2016, City Hall roof replacement drawings by Steves Roofing and Sheet Metal, an article titled “Roof Load Considerations for PV Arrays” provided by you, and joist tag information provided by Barry Collins on August 17<sup>th</sup>, 2016.

The results of my evaluation are summarized as follows:

- The City Hall roof trusses and roof joists can adequately support an evenly distributed load from new solar panels. If the panels are not installed with an even load distribution, the installation layout should be reviewed by a structural engineer.
- The Police Headquarters roof beams and roof joists can adequately support an evenly distributed load from new solar panels. If the panels are not installed with an even load distribution, the installation layout should be reviewed by a structural engineer.
- The City Hall parking lot awnings are not likely to adequately support an evenly distributed load from new solar panels based on assumed member thicknesses. Further investigation of awning member thicknesses will need to be done if there is a continued interest in mounting solar panels on this structure.

Details of the structural evaluation and recommendations are presented in the following sections:

1. Observations
2. Evaluation and Recommendations

### **Observations**

The following observations were made by myself during the July 27<sup>th</sup>, 2016 visit to City Hall and Police Headquarters. I was assisted during this visit by Barry Collins of City of Bloomington.

#### City Hall Observations

1. The City Hall building is part of the Showers Brothers Furniture Factory that was closed in 1955.
2. The Showers Building is located at 401 North Morton Street in Bloomington.
3. The building has brick exterior walls with a wood frame second floor and roof (see photo 1).
4. The City of Bloomington occupies the south east portion of the Showers Building.
5. We made observations of the roof structure only.
6. Existing roof deck thickness was not measurable.
7. Second floor wood columns are typically 7 ½" square columns.
8. Column spacing is approximately twenty feet in each direction (see figure 1).
9. The sawtooth roof is framed with wood joists that span to built-up wood trusses (see photos 1 and 3 and figure 2).
10. Wood roof joists are sloped, span north to south, and are 2" wide members spaced at approximately 16" o.c. (see photo 3 and figure 2). This helps form the sawtooth configuration of the roof.
11. Built up wood roof trusses span east to west (see photo 2).
12. The wood trusses are generally 7 ½" square top and bottom chord members with 3 ½" by 7 ½" web members (see figure 2).
13. The wood trusses have been reinforced with steel plates and angles at the column connection (see photo 4).
14. The vertical web members of the truss are 5/8" diameter steel rods (see photos 2 and 4).
15. The roof of the City Hall will be replaced over the City of Bloomington area. The existing roof has 3 ½" of ISO over wood deck and gypsum board. The new roof will include 4" of new ISO with a ½" ISO guard cover (see photo 5).

#### Police Headquarters Observations

1. The Police Headquarters building was constructed in the early 1960's.
2. The building is located at 220 East 3<sup>rd</sup> Street in Bloomington.

August 23, 2016

Re: City of Bloomington – Solar Panel Installation Structural Investigation

SCE Job #16313

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3. The building has exterior and interior load bearing masonry walls with steel roof joists.
4. We made observations of the roof structure only.
5. Existing roof deck thickness was not measurable.
6. The steel roof joists have three different spans: 33'-0" on the north end of the building, 24'-0" in the middle of the building, and 19'-0" on the south end of the building (see figure 3).
7. Joist sizes in these three areas were obtained from tags removed from the existing joists by Barry Collins. Joist sizes are 16H7 joists for the 33'-0" span, 14H5 joists for the 24'-0" span, and 14H3 joists for the 19'-0" span (see figure 3).
8. Steel roof joists typically bear on interior masonry walls (see photo 6).

#### City Hall Parking Lot Awning Observations

1. The City Hall parking lot awnings are typically framed of steel columns and beams with a roof deck (see photo 7).
2. No member thicknesses were obtained because all steel members were tubes and the thickness could not be observed.
3. Steel columns are typically HSS7x7 columns.
4. Column spacing is approximately twenty-seven feet (see figure 4).
5. Steel columns are attached with four anchor bolts to a concrete pier that extends 2'-6" out of the ground (see photo 8).
6. The parking lot awnings are typically fourteen feet tall (see figure 5).
7. The support members for the roof framing are HSS4x4 steel tubes that cantilever approximately ten feet off of the column (see figure 5).
8. Roof framing members are HSS6x4 steel members at 3'-4" centers (see photo 7 and figure 4).

#### Evaluation and Recommendations

The City Hall, Police Headquarters, and City Hall parking lot awning roof structures have all been analyzed for the existing loads and the addition of new solar panel arrays. Existing roof loads have been estimated based on observations during the investigation.

New solar panel array loads have been estimated based on past experience and an article titled "Roof Load Considerations for PV Arrays". Typical solar panel modules with 20 to 50 pounds each. The modules are supported by an underlying racking system. When divided out over the area of the modules, the solar panel array and support framing is about three to five pounds per square foot. For our analysis, we have assumed a distributed load on the roof structure because we do not have a specific panel mounting layout.

### City Hall Building

The existing roof framing of the City Hall building consists of wood trusses and 2x12 joists at 16" centers. The roof over the City Hall portion of the Showers Building will be replaced as part of this project. The existing deck and two layers of ISO will remain. Two layers of ISO will be added. The assumed weight of the new roof that the existing wood truss and wood joists will support is fourteen pounds per square foot. The weight of the solar panel arrays has been assumed as five pounds per square foot.

Our analysis shows that the existing wood trusses and wood roof joists can adequately support the addition of new solar panel arrays as long as their weight is under the assumed five pounds per square foot. According to our analysis, there will be no additional capacity in the roof structure if the solar panels and roofing are added.

I recommend adding the solar panel arrays and coordinating that with the roofing project. If the solar panel mounting points are limited and spread out, our assumption of a uniform distributed load may not be valid. Once a panel mounting diagram is obtained it should be reviewed by a structural engineer.

### Police Headquarter Building

The roof of the Police Headquarters building consists of 14H3 joists that span 19'-0", 14H5 joists that span 24'-0", and 16H7 joists that span 33'-0". The roof of the Police Headquarters will not be replaced as part of this project. The assumed weight of the roof that the existing steel joists support is fifteen pounds per square foot. The weight of the solar panel arrays has been assumed as five pounds per square foot.

Our analysis shows that the existing roof joists can adequately support the addition of new solar panel arrays as long as their weight is under the assumed five pounds per square foot. According to our analysis, the 14H3 and 14H5 joists have additional capacity after the solar panels are added. The 16H7 joists have no additional capacity after the solar panels are added. The roof deck was not analyzed because I was not able to measure its thickness during my site visit.

Solar panels can be added anywhere on the existing roof structure if the mounting track is supported by the roof joists. If the whole roof area is not to be covered with panels, I recommend adding panels anywhere on the 14H3 and 14H7 joists on the southern forty-three feet of the building first. The solar panel mounting points should be above the existing joists that are spaced at six foot centers. Mounting points should not be located on the roof deck between the existing joists. If the solar panel mounting points are limited and spread out, our assumption of a uniform distributed load may not be valid. Once a panel mounting diagram is obtained it should be reviewed by a structural engineer.

August 23, 2016

Re: City of Bloomington – Solar Panel Installation Structural Investigation

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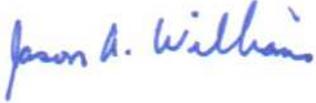
City Hall Parking Lot Awnings

The existing City Hall parking lot awning framing is HSS6x4 members and 3'-4" centers. These are the controlling members in the analysis of the parking lot awnings. I could not determine the thickness of the steel tube framing. I have assumed the thickness of this tube to be 3/16". The assumed weight of the roof that the existing steel beams support is three pounds per square foot. The weight of the solar panel arrays has been assumed as five pounds per square foot.

Our analysis shows that the existing steel beams will not support the addition of the solar panel arrays if they are 3/16" thick. I recommend that the solar panel arrays not be added to the parking lot awnings. If you want to add solar panel arrays, the thickness of the steel supporting members must be determined.

Please give me a call if you have any questions.

Sincerely,  
Silver Creek Engineering, Inc.



Jason A. Williams, P.E.  
Corporate Secretary

Attachments: Photos 1-8  
Figures 1-5

August 23, 2016

Re: City of Bloomington – Solar Panel Installation Structural Investigation

SCE Job #16313

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**Photo 1.** East elevation of City Hall (Showers Building) from Morton Street.



**Photo 2.** Wood truss elevation at roof of City Hall (Showers Building).



**Photo 3.** Wood roof structure at City Hall (Showers Building).



**Photo 4.** Typical steel reinforcement of wood truss at City Hall (Showers Building).

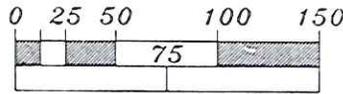




**Photo 7.** Typical City Hall parking lot awning elevation.



**Photo 8.** Connection of parking lot awning to concrete pier.



8th St  
ROW

Rogers Street 30' R/W

CSX RAILROAD

NOTE: The lot owners, their guests, invitees, licensees, employees, agents and tenants shall have a transferable easement over and across the sidewalk outside the buildings to gain access to the buildings.

LOT 4  
(SEE PAGE 5 OF 6)

Recorded  
12:50 pm  
March 13, 1995

DULY ENTERED  
FOR TAXATION  
March 10, 1995

County  
LOT 2  
1.24 ACRES  
(SEE PAGE 3 OF 6)

LOT 3  
89 ACRES  
(SEE PAGE 4 OF 6)

SHOWERS BUILDING  
(2 STORY BRICK BUILDING)

CFC

City  
LOT 1  
87 ACRES  
(SEE PAGE 2 OF 6)

LOT 4  
3.35 ACRES TOTAL  
(SEE PAGE 3 OF 6)

PLAZA AREA  
PART OF LOT # 4  
(SEE PAGE 2 OF 6)



SHOWERS OFFICE  
AND RESEARCH  
CENTER

## APPENDIX C

### City of Bloomington Solar and Roof Replacement Bid Checklist

Please include the following components in your response to this Invitation to Bidders.

- ✓ Detailed bid for roof replacement at City Hall according to the Project Manual.
  - Include an alternate price to increase the R-value of the roof from the current level of R-20 to R-40.
  - Enumerate separate bid breakdowns for Lot 1 and Lot 3 as shown on the property map.
- ✓ Detailed bid for roof replacement at Police Headquarters.
  - Include an alternate price to increase the R-value of the roof from the current level of R-20 to R-40, alternate design and quote to use Galvanized steel (G-90), 24-gauge, Standing Seam roofing material with a Kynar 500 paint finish as an alternative to TPO.
- ✓ Waste diversion plan indicating how 65% or more waste will be diverted from the landfill or other final disposal for both the City Hall and Police Headquarters roof replacement projects.
- ✓ Detailed bid for solar installations at City Hall and Police Headquarters, including both a per-watt price and a price for the maximum possible installation given structural and spatial constraints. Include an estimate of annual electricity generation per kilowatt.
- ✓ Detailed process for responding to prospective participants and proposed price per-watt for residential and commercial installations recruited through the “Solarize Bloomington” program.
  - If there is a minimum or maximum number of locations and/or capacity that your firm is willing/able to accommodate, please note that here.
  - Note any discounts that your firm will offer if 1) the total kW installed across all sites exceeds a certain capacity, 2) an individual installation exceeds a certain capacity, or 3) any other discounts that you will offer.
  - Note any proposals you have to encourage participation by low-income households in the Solarize effort.
  - Provide a sample customer contract for Solarize Bloomington participants.
- ✓ Affirmative Action Plan (This needs to be submitted **prior** to December 21, 2016)
- ✓ Bid Bond
- ✓ E-Verify Affidavit
- ✓ Non-Collusion Affidavit
- ✓ Drug Policy Affidavit
- ✓ Trench Safety Systems Affidavit

## **APPENDIX D: Residential Solar Scope of Work**

**A. List of Services:** The selected installer is expected to provide the following services:

- 1) Site Assessment and individual proposal for each Solarize Bloomington pre-qualified property owner. Turnkey installation of a complete, fully functional photovoltaic system on each eligible participating residence.
  - a. Work includes all design services, permits, materials, labor, equipment, commissioning, and incidentals necessary to install a complete turnkey photovoltaic system as specified hereinafter, including, but not limited to, the work included in this specification.
- 2) Design services shall include (1) a Structural and Roofing Integrity Review for roof installed systems and (2) an Electrical Review.
- 3) The photovoltaic system shall be utility grid connected following the local electric utility's required design and installation standards for grid-tie and net metering. Contractor will prepare applications for interconnection with the local utility and register the system with SRECTrade or another appropriate solar renewable energy certificate broker.
- 4) Photovoltaic system components shall minimize roof penetration for roof-mounted systems.
- 5) Contractor shall respond in a timely manner to customer inquiries and referrals from the City. It is expected that both email and phone will be utilized for customer contact and that customers will hear from contractors through one means or other within a one-week period after referral.
- 6) Contractor shall be responsible for providing the homeowner with adequate training, maintenance and warranty information covering photovoltaic modules, equipment and system components, mounting system and inverters.

**B. Contractual Obligations and the City of Bloomington:** The City has no financial obligation to any installer arising from Solar Project B. All contracts will be executed between the property owner and the selected installer. The contract between the owner and the installer will state that the City is not a party to the contract and that the installer will be solely liable for any claims, losses or damages arising out of the contract. By submitting a response to this Invitation to Bidders, the Firm agrees to these terms and conditions.

**C. Expectations of the Partner Firm:** The Firm will prepare a proposal for each site after receiving a request from the owner. It is understood that some sites will have higher or lower costs. Site-specific proposals will be sent to the owner and via email to [sustain@bloomington.in.gov](mailto:sustain@bloomington.in.gov) with "Residential solar bid" as the subject line.

Prior to the Firm's involvement, the City and its partners will:

- provide information sessions on solar PV and the project for prospective solar owners
- obtain from prospective solar owners a letter of intent to participate; and
- perform a basic site assessment for each site

### *Site visits*

When interested households are identified, the City will provide contact information, owner size or budget preferences, and a basic assessment report for each site to the Firm. The preliminary report is not a substitute for the Firm making a site inspection before submitting a contract to each owner. The Firm is responsible for identifying features that may result in lower or higher costs.

### *System design*

The Firm should design each system by considering the preferences of the owner while minimizing project costs and maximizing solar energy production. Sites with partial shade or limited space may require high performance panels with optimizers or micro-inverters.