

RESOLUTION 78-30

To Approve the Contract Between the Utilities Service Board
and Black & Veatch for Engineering Services for PCB Removal

BE IT HEREBY RESOLVED BY THE COMMON COUNCIL OF THE CITY OF
BLOOMINGTON, MONROE COUNTY, INDIANA, THAT:

The Common Council approves the attached contract between
the Utilities Service Board and Black and Veatch for engineering
services relating to a study of alternatives for controlling
PCB's in the southwest sewer and decommissioning the Winston
Thomas treatment plant at a cost not to exceed \$25,000.

PASSED and ADOPTED by the Common Council of the City of
Bloomington, Monroe County, Indiana, upon this 7th day of December,
1978.


John F. Richardson, President
Bloomington Common Council

SIGNED and APPROVED by me upon this 8th day of December, 1978.


Francis X. McCloskey, Mayor
City of Bloomington

SYNOPSIS

The Utilities Service Board has not yet approved the contract
with Black & Veatch for engineering services relating to PCB removal,
but because they would like to begin work on the contract at the
beginning of January, they are asking that the Council pass this
resolution at its December 7 meeting. The USB is expected to approve
the contract at its December 4 meeting. Approval of the contract is
required by Ordinance 78-18 and Resolution 77-26.

REVISED

BLACK & VEATCH
CONSULTING ENGINEERS

TEL: (913) 967-2000
TELEX 42-6263

1500 MEADOW LAKE PARKWAY
MAILING ADDRESS: P.O. BOX NO. 8405
KANSAS CITY, MISSOURI 64114

REVISED

CONTRACT FOR ENGINEERING SERVICES

THIS CONTRACT, executed in duplicate this _____ day of _____, between the City of Bloomington, Indiana acting through its Utilities Service Board hereinafter called the City, and Black & Veatch, Consulting Engineers, of Kansas City, Missouri, hereinafter called the Engineer;

WITNESSETH: That in consideration of the mutual covenants herein contained, the City hereby agrees to employ the Engineer to perform engineering services hereinafter outlined in connection with a study of alternatives for controlling PCB in the Southwest sewer and decommissioning the Winston Thomas treatment plant.

SECTION I - SCOPE OF SERVICES

The Engineer agrees to perform all engineering services in connection with preparation of the study and report, and such supplemental services as may be requested. Description of the services to be performed include the following:

- A. Review status of Westinghouse modifications to minimize PCB discharge and confer with consultants retained by Westinghouse or other interested parties.
- B. Review available test data, including reports which may be furnished by Westinghouse or other interested parties.
- C. Review existing drawings, reports, and other information from City's files pertaining to design, construction, and maintenance of the Southwest sewer and Winston Thomas treatment plant.
- D. Consider available alternatives for controlling PCB discharge from the Southwest sewer, including but not limited to conventional cleaning, cleaning with high pressure water, and/or solvents, slip-lining, and construction of replacement facilities.
- E. Consider available alternatives for decommissioning the Winston Thomas treatment plant, including disposal of accumulated dry solids, sediments in the tertiary lagoon, and buildings and other improvements.
- F. Consider possible temporary use of the Winston Thomas treatment plant to process flow only from the Southwest sewer after the Dillman Road treatment plant is in service.

- G. Prepare opinions of probable cost for feasible alternatives.
- H. Perform comparative evaluations and cost-effectiveness analyses for feasible alternatives.
- I. Confer with regulatory agencies as directed by the City regarding design concepts and scope of work for each feasible alternative, and obtain approval of recommended alternatives for both Southwest sewer and Winston Thomas treatment plant.
- J. Prepare and present a formal report outlining the findings and recommendations, and deliver 25 copies to the City.
- K. Prepare contract documents, specifications, and estimates of probable cost for services and facilities, other than sewer replacement or major construction work, required to implement the recommended alternatives.

SECTION II - COMPENSATION

For the services covered by this Contract, the City agrees to pay the Engineer a fee equal to twice payroll cost (defined as direct salary cost plus 25 per cent) plus reimbursable expenses at actual cost. Periodic monthly payments shall be made to the Engineer by the City upon presentation of itemized invoices.

The following are examples of reimbursable expenses that are included in billing limits:

- A. Travel, subsistence, and incidental costs.
- B. Use of motor vehicles on a mileage or rental basis.
- C. Telephone and telegraph costs.
- D. Reproduction of reports, drawings, and specifications.
- E. Computer time charges including program use charges.
- F. Charges of special consultants requested or authorized by the City.
- G. Rental charges for use of equipment, including equipment owned by the Engineer.
- H. Cost of acquiring any other materials or services specifically for and applicable to only this project.

The billing limits listed below do not include any allowance for local city taxes, license fees, or special state fees or taxes (other than state income taxes). Should local taxes or fees be applicable to the engineering work or payments therefor, the amount of such fees or taxes shall be a reimbursable expense and billing limits shall be increased by the amount of such fees or taxes.

SECTION III - CITY'S RESPONSIBILITIES

It is mutually understood and agreed that the City will furnish, as required for the work and not at the expense of the Engineer, the following items:

- A. Property, boundary, easement, right-of-way, topographic, and utility surveys, and property descriptions when such information is required.
- B. All exploratory work, such as core borings, penetration tests, soundings, and subsurface explorations; and laboratory tests and analyses.
- C. All maps, drawings, records, audits, annual reports, and other data that are available in the files of the City and which may be useful in the work involved under this Contract.
- D. Access to public and private property, as necessary, when required in conduct of field investigations.
- E. Office desk space for the Engineer's personnel during preliminary investigations.

SECTION IV - OTHER MATTERS

It is mutually understood and agreed:

- A. That the Engineer shall not be liable for delays resulting from causes beyond the reasonable control of the Engineer; that the Engineer has made no warranties, expressed or implied, which are not expressly set forth in this Contract; and that under no circumstances will the Engineer be liable for indirect or consequential damages.
- B. That a billing limit of \$25,000.00 will not be exceeded without further authorization.
- C. That the Engineer will advise the City when the total of monthly invoices approximates 80 per cent of the stipulated billing limit.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first above written.

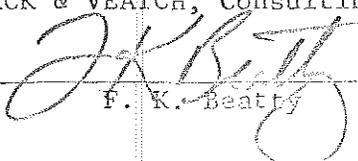
CITY OF BLOOMINGTON, INDIANA
UTILITIES SERVICE BOARD

By _____

By _____

By _____

BLACK & VEATCH, Consulting Engineers

By  _____
F. K. Beatty

COMMITTEE REPORT SHEET

Legislative #: Appropriation Ordinance - Ordinance - Resolution 78-30

Title: To Approve PCB Contract Between Black & Veatch & The USB

Committee: Joint Mtg. Public Facilities Community Development

Submitted by: 11/29/78 USB

Meeting Date: USB

Committee Recommendation:

VOTE OF AYES: 5, NAYS: 0, FOR DO PASS RECOMMENDATION.

Signatures of Councilmembers:

[Signature]
[Signature]
[Signature]
[Signature]