AGENDA
UTILITIES SERVICE BOARD MEETING

Utilities Service Board Room
City of Bloomington Utilities
600 E. Miller Dr.
Bloomington, Indiana 47402

Sam Frank, President
Jim Sherman, Vice President
Jason Banach
Amanda Burnham
Jeff Ehman
Julie Roberts
Jim Sims
Terri Porter, ex-officio

August 21, 2017
5:00 P.M. Regular Meeting

III. Call to order

IV. Approval of the minutes of previous meeting (Aug 7)

V. Approval of the claims

VI. Customer Appeal of Water Bill – Efrat Feferman

VII. Request for Approval of Agreement with Groomer Construction, Inc. – Phil Peden

VIII. Request for Approval of the Isolux assignment letter regarding the I69 project – Chris Wheeler

IX. Finding of an Emergency for Mold Remediation with Fields Environmental– Chris Wheeler

X. Ratification of ESG contract – Vic Kelson

XI. Old business

XII. New business

XIII. Subcommittee reports

XIV. Staff reports

XV. Petitions and communications*

XVI. Adjournment

* Brief public comment will be limited to 5 minutes per person.

UTILITIES SERVICE BOARD MEETING

August 7, 2017

Utilities Service Board meetings are recorded electronically or stenographically and are available during regular business hours in the office of the Director of Utilities.

Board President Frank called the regular meeting of the Utilities Service Board to order at 5:00 p.m. The meeting was held in the Utilities Service Board room at the City of Bloomington Utilities Administrative Building in Bloomington, Indiana.

Board members present: Sam Frank, Jim Sherman, Jason Banach, Amanda Burnham, Julie Roberts, Jim Sims, Jeff Ehman, and Terri Porter (ex-officio).

Staff members present: Chris Wheeler, Brad Schroeder, Phil Peden, Jay Ramey, Tom Axsom, Jon Callahan, John Langley, Michelle Waldon, Holly McLauchlin, Efrat Feferman, and Vic Kelson.

MINUTES

Board Vice President Sherman moved and Board Member Roberts seconded the motion to approve the minutes of the July 24th meeting. Motion carried, 7 ayes.

CLAIMS

Sherman moved and Board Member Roberts seconded the motion to approve the standard claims as follows:

> ***Vendor invoices submitted included $615,349.41 from the Water Utility; $391,426.60 from the Wastewater Utility; and $194,385.99 from the Stormwater Utility. Total Claims approved, $1,201,162.00.***

Motion carried, 7 ayes.

Board asked for clarification on "SBRS". This was a training for wastewater operators from a biological contractor which works with water and wastewater. Also, 1st quarter and general service portion of interdepartmental agreement is being paid in August 2017 due to agreement being signed in June 2017.

Sherman moved and Roberts seconded the motion to approve the utility claims as follows:

> ***Utility invoices submitted included $104,807.09 from the Water Utility; $74,317.72 from the Wastewater Utility; and $0.00 from the Stormwater Utility. Total Claims approved, $179,124.81.***

Motion carried, 7 ayes.

Sherman moved and Roberts seconded the motion to approve the wire transfers and fees for the month of July in the amount of $317,423.73

Motion carried, 7 ayes.

There were no customer refunds to approve at this meeting.

WEST 3RD ST CURB RAMPS QUOTE OPENING

CBU Engineer Phil Peden and CBU Technician Jay Ramey opened the 3 bids received for this project building ADA compliant curbs. Groomer Construction's bid was $39,860, Milestone's bid was $74,500, and E&B Paving's base bid was $49,650. A contract with the lowest responsive bidder will be presented at next USB meeting. City of Bloomington Housing and Neighborhood Development will be funding this project. CBU estimated the total at $50,000.

REQUEST FOR APPROVAL OF CONTRACT FOR PRIVATE HYDRANT SERVICING

Sherman moved and Roberts seconded the motion to approve contract; motion carried, 7 ayes.

City Attorney Chris Wheeler presented a contract between CBU and ME Simpson. ME Simpson has a contract to test and service CBU's hydrants. They will also test and service private hydrants and the customer is charged the same rate that CBU pays which is $49 per hydrant. This contract is a renewal of the annual contract with ME Simpson. The USB asked that CBU look into charging the customer a slightly higher fee to cover administrative costs for next year's contract.

REQUEST FOR APPROVAL OF CONTRACT FOR THE SALE OF WATER

Sherman moved and Roberts seconded the motion to approve contract; motion carried, 7 ayes.

Wheeler presented a renewal of contract between B&B water and CBU for wholesale water. The only significant change is the possibility to add additional points of delivery when agreed upon by both parties. USB expressed concern for the length of the term which is 20 years. Wheeler responded that there is a "lot of breathing room" for future changes. Another thought from the USB is that the maximum might not be enough if there is growth in the B&B service area and what would happen if water quality was not up to the standard required by the contract. Wheeler pointed to Item 16 which states that all provisions may be modified or altered in writing. CBU Director Vic Kelson also responded that maintaining water quality is essential for all CBU customers and CBU and the USB would in discussions about how to improve WQ before it became an issue that affects this or any other wholesale contract. Lastly, the USB asked why CBU allows the minimum so low instead of asking for a higher minimum to ensure consistent income. Wheeler responded that it was a good idea that would be considered for future contracts.

REQUEST FOR APPROVAL OF CONTRACT FOR REPAVING WOODYARD RD

Sherman moved and Roberts seconded the motion to approve contract; motion carried, 7 ayes.

Wheeler presented a contract between CBU and Bloomington Sealcoat. This contract is $19,550 to repave Woodyard Rd where CBU recently completed an infrastructure project.

REQUEST FOR APPROVAL OF 2018 BUDGET

Finance subcommittee put forward recommendation for to approve budget; motion carried, 7 ayes.

Kelson and Assistant Director for Finance Feferman presented the proposed 2018 budget. Kelson reported that the goals for the 2017 budget have been met or are in progress. Goals for 2018 include safety, personnel changes, customer service and assistance, water quality, advanced metering, reducing sanitary sewer overflows, water main replacement, reducing energy use, working with Sanitation to implement trash changes, wastewater capacity improvements, and scheduled rate reviews.

The proposed budget for water, wastewater, and stormwater is $43,698,637.40; 7.8% increase over 2017 which reflects the water rate increase.

The USB asked if there will be pretreatment program for the new hospital similar to the pretreatment program for industrial businesses. Kelson responded that CBU will know what is in the flow and implement pretreatment as needed because hospitals are subject to the same industrial rules.

USB comments were that they appreciate seeing the staff out working in our community and the results from customer education. The improved safety numbers reflect CBU's commitment to safety and also speak to low staff burnout, although with the number of projects on the horizon burnout is something to lookout for. The USB highly recommends the scheduled rate reviews to prevent customer shock and rates reflecting political changes. Lastly, the Board commented that the presentation was very clear and looked good and they would like to see it on the website.

Another comment was that there were few questions due to the effort of CBU to communicate clearly and fully with the Board about all the activities at CBU.

Kelson responded that CBU has a great team spirit. The budget was approved and will be presented to City Council on August 15, 2017.

OLD BUSINESS: N/A

NEW BUSINESS: N/A

SUBCOMMITTEE REPORTS: Finance subcommittee met before meeting and recommended passing 2018 budget.

STAFF REPORTS: Kelson mentioned rate increase is in effect, that the ESG contract for solar has been expedited to take advantage of a reimbursement program expiring in 2017, the 50th Anniversary celebration has been moved back due to Labor Day conflicts, and that August is water Quality month.

PETITIONS AND COMMUNICATIONS: N/A

ADJOURNMENT: The meeting was adjourned at 6:17 p.m.

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Samuel K. Frank, President

UTILITIES SERVICE BOARD MOTION
MEETING ON AUGUST 21, 2017

To:	Utilities Service Board	From:	Kim Robertson
Dept.		Dept.	Accounts Payable
Sub:	Claims list filed: 08/17/17	Date:	08/17/16
	USB: 08/21/2017		
	For Period: 07/22/17-08/04/17	**Paydate:**	**08/25/17**
	G/L Date: **08/25/17**		

Utilities Department invoices filed with the City Controller August 17, 2017 and signed by the Utilities Service Board for payment August 25, 2017 as in accordance with the Utilities Service Board Resolution of August 7, 1973, be hereby approved and entered into the minutes of today's meeting. A copy of the list is filed, with any exceptions noted, is hereby attached and made a part of these proceedings.

Water Operations & Maintenance	245,898.13
Water Construction	0.00
Water Meter Deposit	0.00
Water Sinking	0.00
Water Hydrant Meter Rental	0.00
Total of Water Utilities as per the invoice list:	$245,898.13
Wastewater Operations & Maintenance	92,955.10
Wastewater Construction	1,000.00
Wastewater Sinking	0.00
Total of Wastewater Utilities as per the invoice list:	$93,955.10
Stormwater	6,914.22
Stormwater Construction	0.00
Total of Stormwater Utility as per the invoice list:	$6,914.22
Total Water Utility:	**$245,898.13**
Total Wastewater Utility:	**$93,955.10**
Total Stormwater Utility:	**$6,914.22**
TOTAL WATER, WASTEWATER & STORMWATER UTILITIES	**$346,767.45**

City of Bloomington Utilities
Accounts Payable by G/L Distribution Report
Paydate: 08/25/17

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Wastewater O&M	Wastewater Construction	Stormwater O&M
Airgas, INC (Airgas USA LLC)	9943419932	Cylinder rental - 04/01-03/21/22 - BP	330.00		330.00		
Allied Wholesale Electrical Supply, LLC	5351475	Misc bushings, reducer, connectors, primer, cement - MN	57.05	57.05			
Allied Wholesale Electrical Supply, LLC	5351726	Klein non-contact volt tester - MN	15.43	15.43			
Allied Wholesale Electrical Supply, LLC	5351843	PVC S/Nut tailpiece, braided lav supply, sharkbite, adapter - MN	15.56	15.56			
All-Phase Electric Supply, INC	0740-571121	6 bx light bulbs, 3 monitor relays - stock & cedarview LS - TD	388.20	14.88	373.32		
American Pump Repair & Service, INC	75274	DM17-088 Rebuild of two Vogelsang pumps	12,009.66		12,009.66		
American Structurepoint, INC	98098	WS17-20501-Fullerton Pk Phase II through 06/30/17 - ENG	736.36	613.33	123.03		
Aquaplates, INC	I8895	BP17-132 Modified mTEC Control Method: EPA1603 (96)	181.74		181.74		
Aramark Uniform & Career Apparel Group, INC	07/31/17 Supply	Weekly supplies mats - July 2017 - LAB, MN, SC, BP, DR	1,405.80	559.98	845.82		
Aramark Uniform & Career Apparel Group, INC	07/31/17 Uniform	Uniform service - July 2017 - TD, ENG, BP, DR, PUR, MN	309.75	126.06	183.69		
Arcadis U.S., INC	0857784	W15-3904-2015 Hydraulic Water Model through 06/25/17 - DIR	1,600.00	1,600.00			
Astbury Gabriel Corp (ESG Laboratories)	17010219	Testing-Influent & Effluent grab, digestor, raw 06/28/17-DR, ENV	341.00		341.00		
Astbury Gabriel Corp (ESG Laboratories)	17012100	Testing - Digester sludge - 07/28/17 - DR, ENV	121.00		121.00		
B L Anderson Co., INC	P-7102	MN17-307 Chlorine injection quill (2) + S&H	683.88	683.88			
B&H Electric and Supply, INC	0305365	MN17-281 Repair of transfer pump #2 Model#AMRC-EC	5,678.79	5,678.79			
B&H Electric and Supply, INC	0305811	MN17-292 Replacement motor for power roof ventilator	110.35	110.35			
Baker Lawn Service Company	07/31/17 CBU	Landscape maintenance @ Service Center - 07/20/17 - SC	108.00	43.20	64.80		
BBC Pump And Equipment Company, INC	30042114	TD17-282 1/2" eye bolts - 5 @ $10.50 EA	60.99		60.99		
Biochem, INC	15885	300 Gal Green Clean Pro - DR	955.63		955.63		
Biochem, INC	15940	Sul-fite - corrosion control @ belt press building - BP	6,788.23		6,788.23		
Black Lumber Co INC	330709	Gorrila wood glue, cable ties, red oak board - MN	27.45	27.45			
Black Lumber Co INC	331567	Misc small parts for pipe support @ Monroe WTP - PUR	922.84	922.84			
Black Lumber Co INC	331606	Adjustable column jacks - ENG	209.97	83.99	125.98		
Black Lumber Co INC	331616	Misc lumber for storm - SW, TD	172.02				172.02
Black Lumber Co INC	333103	Conduit - PUR	48.93	19.57	29.36		
Black Lumber Co INC	333682	Roll of wire & broom - SW, TD	29.48	11.79	16.21		1.48
BlueTarp Financial, INC	38375722	TD17-283 Ingersoll Rand Carbide "H" thread carbide bit - 1-1/2"	49.99	20.00	27.49		2.50
Bright Rental, LLC (Master Rental Center)	282653	TD17-304 Concrete tools - 48" bull float - 1 day	29.58		29.58		
Bruske Enterprises, INC	29619	DM17-069 Various brushes for cleaning the plant	206.43		206.43		
BSA Environmental Services, INC	COB 17-03	Water samples for Algai analysis - DIR	1,260.00	1,260.00			
C S X Transportation, Inc	8337620	Pipeline sewer crossing #LN065848 09/24/17-09/23/18-ENG	75.00		75.00		
Chemical Resources, INC	300873	Sodium aluminate - 45,440 @ .1720 delivered 07/31/17 - DR	7,815.68		7,815.68		
Chemtrade Chemicals Corporation	92153521	Alum - 10.940 @ 424.00 delivered 07/26/17 - MN	4,638.56	4,638.56			

City of Bloomington Utilities
Accounts Payable by G/L Distribution Report
Paydate: 08/25/17

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Wastewater O&M	Wastewater Construction	Stormwater O&M
Chemtrade Chemicals Corporation	92157085	Alum - 10.691 @ 424.00 delivered 07/28/17 - MN	4,532.98	4,532.98			
Chemtrade Chemicals Corporation	92162261	Alum - 11.006 @ 424.00 delivered 08/03/17 - MN	4,666.54	4,666.54			
Chemtrade Chemicals Corporation	92162262	Alum - 11.065 @ 424.00 delivered 08/04/17 - MN	4,691.56	4,691.56			
Chris James Scott Eberle	PUR17-362	Mileage reimbursement - Main break 07/26/17 - PUR	7.20	7.20			
Cintas First Aid & Safety # 388	5008476738	Restock first aid cabinet @ Monroe - 07/27/17 - MN	106.53	106.53			
Cintas First Aid & Safety # 388	5008490240	Restock first aid cabinet @ Blucher Poole - 07/31/17 - BP	208.61		208.61		
City Of Bloomington Utilities	ACCT17-089	Replenish petty cash drawer - Receipts 1568-1574 - ACCT	128.00		128.00		
Cloverleaf Tool Co	42512	TD17-311 8"x62" debris hose Part#DCR862HD for vactor truck 600	428.33		428.33		
Commercial Service Of Bloomington, INC	J27135	Replace A/C unit and air handler w/backup heater - DR	3,847.00		3,847.00		
Commercial Service Of Bloomington, INC	S136095	Service call to repair low water pressure @ SC - PUR	144.00	57.60	86.40		
Commercial Service Of Bloomington, INC	S136860	Repair A/C thermostat - BP	108.00		108.00		
Cosner's Ice Company	111016910	140 Bags of ice delivered 07/26/17 - TD	203.00	81.20	111.65		10.15
Crowe Horwath LLP	706-2094665	ACCT17-083 Professional svcs related to IURC rate case	71,181.35	71,181.35			
Eurofins Eaton Analytical, INC	S281146	2 Arsenic analysis 1320 N Arlington Park Dr 07/18/17 - DIR	24.00	24.00			
Eurofins Eaton Analytical, INC	S281930	MIB & Geosmin - Taste & odor compounds - 08/02/17- ENV	380.00	380.00			
Eurofins Eaton Analytical, INC	S281932	MIB & Geosmin - Taste & odor compounds - 08/03/17- ENV	380.00	380.00			
Everett J Prescott, INC	5242657	PUR17-191 Monitor Cover Flange 20" x 36"	2,965.90	2,965.90			
Everett J Prescott, INC	5243556	PUR17-259 1" roll copper (120 feet)	480.00	480.00			
Everett J Prescott, INC	5246529	PUR17-271 8"mission coupling PL-PL (12) Part#AR-08-PL	487.80	487.80			
Everett J Prescott, INC	5248035	PUR17-274 - 1" roll copper Part#D001 (120 ft)	480.00	480.00			
Executive Management Services, INC	218096	Monthly cleaning service @ Service Center - August 2017 - SC	3,992.00	1,596.80	2,395.20		
Executive Management Services, INC	218097	Monthly cleaning service @ Dillman WWTP - August 2017 - DR	1,082.00		1,082.00		
Executive Management Services, INC	218098	Monthly cleaning service @ Blucher WWTP - August 2017 - BP	801.00		801.00		
Fastenal Company	INBLM200081	Restock supplies in machine - 07/31/17 - PUR	203.12	110.41	92.71		
Fastenal Company	INBLM200082	Restock supplies in machine - 07/31/17 - PUR	325.90	140.18	185.72		
Fields Environmental, INC	1885	ADMIN17-125 Blucher Poole Mold Assessment	2,439.25		2,439.25		
Fisher Scientific Company, LLC	4210564	Thermo-Orion 913600 Electrode - BP	271.86		271.86		
Fisher Scientific Company, LLC	4210572	Pheynylarsine oxide, cellulose membrane filters - MN	944.30	944.30			
Freedom Business Solutions, LLC	10020	Toner cartridges for HP2035, HP3005 & HP2430 - SC, ACCT	252.95	101.18	151.77		
GE Analytical Instruments, INC	98860269	MN17-274 Grab sample vials for TOC samples (6)	911.85	911.85			
HACH Company	10554218	Basic support for WIMS software re-entrollment & SPT MU- DR, DIR	1,629.84		1,629.84		
HACH Company	10563801	MN17-312 CLT10sc, sc200 dual input combo pH analyzer	4,610.96	4,610.96			
HACH Company	10565130	MN17-312 C12 CLT10sc analyzers (2); CI2 analyzer for TP bldg (1)	5,012.00	5,012.00			

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Wastewater O&M	Wastewater Construction	Stormwater O&M
HACH Company	10565577	MN17-312 CI2 analyzer for top of filters CLF10sc	5,012.00	5,012.00			
HACH Company	10571800	DR17-104 HACH LDO model 2 probe with 10m (32ft cable)	2,215.48		2,215.48		
Harrell Fish, INC	W28153	DR17-095 BFP device test, 1.5 labor hours	200.00		200.00		
Hawkins, INC	4099939ARI	MN17-308 615 Gals/5947.05 lbs sodium permanganate	5,709.17	5,709.17			
Hawkins, INC	4110441	MN17-297 Backup diaphram pump for sodium permanganate pump	1,500.00	1,500.00			
Hawkins, INC	4110442	MN17-298 Ball valve; sodium permanganate	3,941.03	3,941.03			
HD Supply Facilities Maintenance - (USA Bluebook)	312787	DR17-085 60 ft. DO/Temp Cable; part#40165	378.32		378.32		
HD Supply Facilities Maintenance - (USA Bluebook)	317411	DR17-090 Porcelain enameled iron staff gauges (6)	274.04		274.04		
HD Supply Facilities Maintenance - (USA Bluebook)	322680	DR17-103 Orion Star pH meter bench Top Star A2110	841.98		841.98		
HD Supply Facilities Maintenance - (USA Bluebook)	327025	BP17-146 HQD multi-input meter; pH gel probe; oxygen probe	2,547.56		2,547.56		
HD Supply Waterworks, LTD	H066596	PUR17-052 EJIW#V5660 storm grate (coated) (1)	130.00	130.00			
HD Supply Waterworks, LTD	H113258	PUR17-052 EJIW#V5660 storm grate (coated) (1)	130.00	130.00			
HD Supply Waterworks, LTD	H127767	PUR17-196 Poly cops; bell-style corp stop; IP male - poly comp	1,980.61	1,980.61			
HD Supply Waterworks, LTD	H264386	PUR17-240 Couplings, riser rings, sleeves, valves, check valve	27,435.90	27,435.90			
HD Supply Waterworks, LTD	H293008	PUR17-183 2x12 brass nipple no lead (9)	238.77	238.77			
HD Supply Waterworks, LTD	H305388	PUR17-254 DI ftgs., ball corp valves, brass 90's, SDR35 pipe	3,261.44	3,261.44			
HD Supply Waterworks, LTD	H305405	PUR17-254 Brass ball Corp; brass male; couplinng; sewer pipe	11,066.52	11,066.52			
HD Supply Waterworks, LTD	H336584	PUR17-254 2 brass couplings no lead	327.20	327.20			
HD Supply Waterworks, LTD	H376458	PUR17-280 24 x 30 meter pit; wht int, heavy duty notched	1,489.20	1,489.20			
HD Supply Waterworks, LTD	H376472	PUR17-280 meter pit ext ring 20x24; meter pit frame & lid #20	1,633.50	1,633.50			
HD Supply Waterworks, LTD	H382121	PUR17-280 Angle yoke valve, QCTS compression X yoke star nut	3,714.50	3,714.50			
Hoosier Times, INC	149972 07/31/17	Ad for quote invitation - #301295 - 07/29/17 - ENG	44.64				44.64
Hoosier Transfer Station-3140	3140-000013260	MN17-305 Monthly trash service - July	57.49	57.49			
HP Products Corporation	I3120995	5 bx XL blue nitrile grade PF gloves 6 mil - BP	467.50		467.50		
HP Products Corporation	I3126808	3 cs kleenex towels - MN	172.38	172.38			
HP Products Corporation	I3135906	2 cs hot cups, 4 cs m-fold towels, misc nitrile gloves - PUR	397.50	159.00	238.50		
Indiana Association for Floodplain & Stormwater	240	ENG17-054 INAFSM registration fee & annual fee - K. Lindberg	265.00				265.00
Indiana Oxygen Co	01630739	1 tank of oxygen - TD	15.19	6.08	9.11		
Indiana Oxygen Co	01630755	Oxygen compressed cylinder, Bluefire cutoff wheels - DR	22.68		22.68		
Indiana Oxygen Co	08457072	Monthly cylinder rental @ Dillman WWTP - DR	145.33		145.33		

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Wastewater O&M	Wastewater Construction	Stormwater O&M
Indiana Underground Plant Protection Service, INC	65767	Monthly per ticket fee for line locates - 2,338 @ .95 - TD	2,221.10	888.44	1,332.66		
Interstate All Battery Center of Bloomington, INC	1903301007000	6 4v faston for emergency lights - DR	142.65		142.65		
Interstate Battery System of Bloomington, INC	966192	IB14A-A2 Battery - MN	43.00	43.00			
Ipreo Parent Holdco, LLC	IP_10031990	Electronic distribution of POS/OS - Sewage works rev bonds 2017	1,000.00			1,000.00	
Irving Materials, INC	10430184	Concrete - Water Line @ 1020 Gentry Court - TD	979.00	979.00			
Irving Materials, INC	10430185	Concrete - Storm @ 2909 E. Cadillac Blvd - SW, TD	292.00				292.00
Irving Materials, INC	10431431	Concrete - Water Line @ 3rd & Fess - TD	161.00	161.00			
Irving Materials, INC	10431926	D17-91 - Concrete - 3rd & Jordan - SW, TD	903.00				903.00
Irving Materials, INC	10432656	Concrete - Storm, Water Line @ Moody & Henderson/3rd & Fess - TD	408.00	204.00			204.00
Irving Materials, INC	10433286	D17-91 - Concrete - E 3rd Between Jordan & Highland - SW, TD	408.00				408.00
Irving Materials, INC	10434256	D17-91 - Concrete - 3rd ST - SW, TD	507.00				507.00
Irving Materials, INC	10434257	Concrete - Water Line @ Atwater & Fess - TD	860.00	860.00			
Irving Materials, INC	10435041	D17-91 - Concrete - 3rd & Highland - SW, TD	457.50				457.50
Irving Materials, INC	10435876	D17-91 - Concrete - Highland & 3rd ST - SW, TD	507.00				507.00
Irving Materials, INC	10438083	Concrete - Water Line @ 3220 E. 3rd ST - TD	3,192.00	3,192.00			
Irving Materials, INC	10439654	D17-91 - Concrete - Highland & E. 3rd ST - SW, TD	408.00				408.00
Irving Materials, INC	10439655	S16-6000 - Concrete - 5555 N. Bottom Rd - TD	418.00		418.00		
Irving Materials, INC	10439656	Concrete - Water Line @ 3rd ST & Highland Ave - TD	422.00	422.00			
Irving Materials, INC	10440405	D17-91 - Concrete - E 3rd ST between Jordan & Highland Ave - TD	689.00				689.00
Irving Materials, INC	10441820	W17-4103 - Concrete - W Woodyard Rd & N Loesch Rd - SW, TD	424.00	424.00			
Irving Materials, INC	10441821	Concrete - Storm @ 6th & Morton - SW, TD	124.00				124.00
Irving Materials, INC	10441822	Concrete - Water, Storm @ 3rd & Lincolin - SW, TD	736.50	368.25			368.25
J&S Locksmith Shop, INC	169641	Replace pull rope on weed eater - SW, TD	85.67	34.27	47.12		4.28
JCI Jones Chemicals, INC	728709	Sodium hypochlorite - 4,596 @ .7500 delivered 07/27/17 - MN	3,447.00	3,447.00			
JCI Jones Chemicals, INC	728712	Sodium hypochlorite - 4,449 @ .7500 delivered 07/27/17 - MN	3,336.75	3,336.75			
JCI Jones Chemicals, INC	729588	Sodium hypochlorite - 4,612 @ .7500 delivered 08/01/17 - MN	3,459.00	3,459.00			
JCI Jones Chemicals, INC	729840	Sodium hydroxide 11.8280 @ 524.00 delivered 08/03/17 - MN	6,197.87	6,197.87			
JCI Jones Chemicals, INC	730291	Sodium hypochlorite - 4,003 @ .7500 delivered 08/08/17 - DR	3,002.25		3,002.25		
John Deere Financial (Rural King)	JRNL#G98565/62	Flashlight - TD	14.93		14.93		
John Deere Financial (Rural King)	JRNL#H01493/62	1/2" Drive Dewalt impact 20 volt for truck # 631 - TD	139.00	139.00			
John Deere Financial (Rural King)	JRNL#h07337/62	Galvanized feed scoop, plastic feed scoop - DR	25.96		25.96		

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Wastewater O&M	Wastewater Construction	Stormwater O&M
Joseph G. Pollard Co., INC (Pollardwater)	0081729	PUR17-288 Hydrant flushing hoses (2 female)	807.14	807.14			
Joseph G. Pollard Co., INC (Pollardwater)	0083711	ADMIN17-121 Red-B-Gone 6 oz packet	180.25	180.25			
Kevin R McKnight	PUR17-361	Mileage reimbursement for main break call-out 07/23/17 - PUR	4.32	4.32			
Kirby Risk Corp	S109294197.001	Fan for SMC @ Fieldstone LS - LS, TD	390.59		390.59		
Kleindorfer Hardware & Variety	07/25/17 CBU	Misc parts & supplies - 06/27 - 07/24/17 - MS,TD,MN,ENG,BP,DR,SW	1,366.05	838.23	524.59		3.23
KM Repair Service, INC (Quality Repair Service)	23707	DM17-075 Fairbanks Morse Pump stuffing box repair	180.00		180.00		
Komline Sanderson Engineering Corporation	42035764	BP17-134 Wash box seals; pillow block; upper&lower scraper blade	1,023.89		1,023.89		
KONE, INC	949688867	Service contract for elevator maintenance 08/01-10/31/17 - DR	319.65		319.65		
Koorsen Fire & Security, INC	4244544	Annual fire extinguisher service @ Service Center - SC	604.95	241.98	362.97		
Koorsen Fire & Security, INC	4246469	Quarterly fire alarm inspection @ Washington St - SC	265.59	106.24	159.35		
Koorsen Fire & Security, INC	4246477	Quarterly sprinkler system inspection @ Service Center - SC	127.50	51.00	76.50		
Kroger Limited Partnership I	085816	Food for LMC training on 08/09/17 - DR	11.14		11.14		
Larry Stidd (Bloomington Letter Shop)	4783	1,000 Meter record cards - MS, TD	125.00	50.00	75.00		
Logical Concepts, INC (Omnisite)	56239	Monthly cellular fee for XR-50 Omni-Site - 08/01-08/31/17 - ENG	1,150.00		1,150.00		
Logical Concepts, INC (Omnisite)	56389	Repair omni @ Cedarview Sims LS - LS, TD	96.00		96.00		
Mark Osborne (Control Freaks Consulting)	91Inv-DM17-087	DM17-087 Diagnosis & repair of level transducer and #3 lift pump	420.00		420.00		
Menards, INC	67942	Bottle jack for truck #621 - SW, TD	8.99				8.99
Menards, INC	69256	Refrigerator, hedge trimmers, tool set, nuts, p-trap, pop-up- MN	296.85	296.85			
Menards, INC	69774	HD plug, hickory board, deck squares, face respirator - MN	68.92	68.92			
Menards, INC	69981	Oil dri, buckets, shovels, shop vacs, gloves, glasses, & misc-MN	299.17	299.17			
Menards, INC	69999	3 Sets of knee pads, 1 pkg razor blades - SW, TD	122.93	49.17	67.61		6.15
Monroe County Tire & Supply, INC	032380	DM17-081 4 tires on operator cart; IN tire fee & ATV tire disp	269.00		269.00		
Nalco Crossbow Water, LLC	2220594	CRC1 Carbon Guard, 1T Carbon Exchanger - BP	115.72		115.72		
Nalco Crossbow Water, LLC	2220595	DMC1 DI Express, R1009 filter - BP	114.07		114.07		
Nalco Crossbow Water, LLC	2220596	DMC1, DI Express 1T service exchanger - BP	104.70		104.70		
Nalco Crossbow Water, LLC	2222073	DMF1 DI Express, R1009 Filter, 5 micron - BP	147.13		147.13		
Nalco Crossbow Water, LLC	2222074	CRF1, Carbon guard - BP	181.85		181.85		
Northern Safety Co., INC	902537876	DM17-073 Falco retracting fall protection	925.70		925.70		
Nugent, INC (Utility Supply Company)	1218958	PUR17-197 Various ells, mip w/ tracer wire; oriseal cts curb st	1,640.55	1,640.55			
Nugent, INC (Utility Supply Company)	1221099	PUR17-255 Tee Wye 8"x6"x8" (cut in) (15)	1,140.60	1,140.60			
Nugent, INC (Utility Supply Company)	1221100	PUR17-197 1" CTS X lock nut valve w/ thaw nut	88.79	88.79			

City of Bloomington Utilities
Accounts Payable by G/L Distribution Report
Paydate: 08/25/17

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Wastewater O&M	Wastewater Construction	Stormwater O&M
Nugent, INC (Utility Supply Company)	1221101	PUR17-197 1-1/2" oriseal cts curb stop w/ thaw nut	195.80	195.80			
Paragon Micro, INC	772200	Samsung 22" LED monitor for B Prince - TD, DIR	167.25	66.90	100.35		
Paragon Micro, INC	773178	31.5" LED monitor, Ergotron LX wall mount MN, DIR	491.98	491.98			
Perfect Power, INC	PP177063	Xtreme Power T90-1K w/120 volt input for B Shipley - TD	650.00	260.00	390.00		
Perkin Elmer LLC	5303894661	DL17-056 Cadmium, iron, chromium & lead solutions	244.00		244.00		
Pitney Bowes, INC	BC17-023	5 DM1001 Red ink cartridges for postage machine - ACCT	181.85	72.74	109.11		
Professional Contracting, LLC (Steve's Roofing)	16431	BP17-138 Repair opening around dryer vent & lg pipe in roof	185.00		185.00		
Republic Services, INC	0694-001889593	Trash removal @ Dillman WWTP - 08/01-08/31/17 - DR	588.55		588.55		
Republic Services, INC	0694-001892152	Trash removal @ Monroe WTP - 07/01-07/31/17 - MN	99.75	99.75			
Republic Services, INC	0694-001892153	Trash removal @ Blucher WWTP - 07/01-07/31/17 - BP	99.75		99.75		
Richard's Small Engine, INC	274528	Replacement cord for weed eater - SC	19.66	7.86	11.80		
Ricoh USA, INC	5048510790-CBU	Ricoh copier maint @ Dillman WWTP - 04/17-05/16/17 - DR	34.95		34.95		
Ricoh USA, INC	5049438616-CBU	Ricoh copier maint @ Dillman WWTP - 06/17-07/16/17 - DR	38.06		38.06		
Roderick Armes (PEI)	3317	DM17-089 Annual maintenance service agmt for fuel master	1,195.00		1,195.00		
Rogers Group, INC	0071159856	W17-4103 - #11 Stone - Stock - 7/3-7/7/2017 - TD	406.08	237.87	168.21		
Rogers Group, INC	0071159984	#5, #11 Stone - Water Line & Stock - 7/13-7/14/2017 - TD	1,066.73	489.74	576.99		
Rogers Group, INC	0071160143	#11 & #53 Stone - Stock - 7/17-7/21/2017 - TD	2,032.84	813.14	1,219.70		
Rogers Group, INC	0071160297	#5, #11, #53, INDOT #53 Stone - Stock - 7/25-7/27/2017 - TD	1,592.08	636.83	955.25		
Safeguard Business Systems, INC	032289809	BC17-020 Deposit tickets for cashiers (300)	65.58	26.23	39.35		
Sal Chemical Co., INC	171294	Sodium bisulfite - 33,560 @ .1230 delivered 07/12/17 - DR	4,127.88		4,127.88		
Shambaugh & Son, LP (Precision Controls of Indy)	16458390	DR17-015 Sludge pump, VFD faulted; alarm in headworks; filter #3	1,222.00		1,222.00		
Shambaugh & Son, LP (Precision Controls of Indy)	16458391	MN17-030 PLC 11 output card - transfer pump #1	366.00	366.00			
Shambaugh & Son, LP (Precision Controls of Indy)	16458392	MN17-069 Labor (3 HRS) to replace PLC-11 at intake facility	366.00	366.00			
Shambaugh & Son, LP (Precision Controls of Indy)	16458394	DR17-028 Installed sensor in aerator flow #4; Modbus Comm error	1,543.00		1,543.00		
Southside Rental Center, INC	01-214140-01	Propane for forklifts - SC	88.06	35.22	52.84		
Stansifer Radio Co, INC	30337	ABC 15amp 5/bx Bussman - DR	7.00		7.00		
Staples Contract & Commercial, INC	3345359019	4 Rolls plotter paper 36"x150' - ENG, PUR17-290	84.60	33.84	50.76		
Staples Contract & Commercial, INC	3345359020	2 Legal copy paper, wall file pocket legal clear - PUR17-305	85.59	34.24	51.35		
Staples Contract & Commercial, INC	3345359023	4 2" Binders - DIR	17.20	6.88	10.32		

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Wastewater O&M	Wastewater Construction	Stormwater O&M
Staples Contract & Commercial, INC	3345359053	Box sealing tape, pencils, markers - DR17-089	13.04		13.04		
Staples Contract & Commercial, INC	3345359054	Safco 29" wood desktop org. - DR17-089	238.44		238.44		
Staples Contract & Commercial, INC	3345776092	Otterbox defender case for Richard Crowe - TD	39.51	15.80	23.71		
Staples Contract & Commercial, INC	3346348806	Small paper clips, stickies 4x6, 3x3 pop up, 3x3 post-its - CS	20.34	8.14	12.20		
Staples Contract & Commercial, INC	3346348807	2 12pk White ruled paper, 3 G2 gel pen - CS17-018	37.16	14.86	22.30		
Staples Contract & Commercial, INC	3346348811	110 9x12 envelopes, 2 staple removers, 4 8 tab dividers - DIR	9.95	3.98	5.97		
Staples Contract & Commercial, INC	3346348812	100 Interdepartmental envelopes - DIR	7.02	2.81	4.21		
Staples Contract & Commercial, INC	3346348815	Phone cord,binder&clips,tape dispens,clip board,magnets - ENG	75.17	30.07	45.10		
Staples Contract & Commercial, INC	3346348817	Note pads,jumbo clips,memo pads,air,index cards,envelopes - TD	36.91	14.76	20.30		1.85
Staples Contract & Commercial, INC	3346348818	Finger tip grips - TD	11.09	4.44	6.10		.55
Staples Contract & Commercial, INC	3346348860	2 Clip boards, 2 round labels, 3 rm pastels paper - DR	45.64		45.64		
Staples Contract & Commercial, INC	3346811820	Fill paper, dividers for binder - MN17-295	74.88	74.88			
Staples Contract & Commercial, INC	3346935306	Report covers, uni-ball pens, magnetic file pocket - BC, ACCT	83.17	33.26	49.91		
Staples Contract & Commercial, INC	3346935328	Sqwincher lite eletro pwdr bev mix - DR17-089	5.60		5.60		
Staples Contract & Commercial, INC	3346935329	Sqwincher lite eletro pwdr bev mix - DR17-089	5.60		5.60		
Staples Contract & Commercial, INC	3346935330	Sqwincher lite eletro pwdr bev mix - DR17-089	5.60		5.60		
Staples Contract & Commercial, INC	3346935331	Sqwincher lite eletro pwdr bev mix - DR17-089	5.60		5.60		
Staples Contract & Commercial, INC	3346935332	Sharpie fine, sharpie ultra, 2 dial organizer - DR17-102	37.87		37.87		
State Of Indiana	08/07/17 CBU	Water usage - 06/01-06/30/17 - MN	16,555.61	16,555.61			
Suburban Laboratories, INC	146488	Annual sampling of Circle Prosco's Outfall 001 for PCB's - DIR	690.00		690.00		
Talley, INC	70207066	TD17-294 Omni base station antennae (2); ANXFG9026	192.47	192.47			
The Travelers Indemnity	E6R5070,FAP3874	PUR17-340 Claims for employee incidents	6,607.50	2,643.00	3,964.50		
Tom Spencer Concrete Products, INC	6740	S16-6000-ADMIN17-063 4'x6'x4' backflow preventer vault	1,467.00		1,467.00		
Tri-State Bearing Co, INC	264613-00	Auto greaser for grit & rotary screen equipment - DR	383.10		383.10		
United Parcel Service, INC	0000430948287	Shipping charges - 07/06-07/12/17 - DIR, PUR	117.82	90.81	27.01		
United Parcel Service, INC	0000430948297	Shipping charges - 07/12-07/19/17 - TD, LAB, DIR, PUR	279.03	183.64	95.39		
United Parcel Service, INC	0000430948307	Shipping charges - 07/24/17 - TD, PUR	46.88		46.88		
United Parcel Service, INC	0000430948317	Shipping charges - 07/27-08/02/17 - TD, DIR, PUR	61.90	52.02	9.88		
US Fabrics, INC	27828	TD17-292 US315 17.5 x 258 landscaping fabric - 3 rolls	1,515.00				1,515.00
Utility Pipe Sales Co, INC	IN061321	PUR17-198 Ball valves; comp adapters; anode CTS	2,027.00	2,027.00			
Utility Pipe Sales Co, INC	IN061568	PUR17-198 TW 3/4" ball curb CTS anode x CTS anode	64.00	64.00			
Utility Pipe Sales Co, INC	IN062417	PUR17-285 Swivel female flares 1/4 & 1/8 bend (25&10)	1,010.00	1,010.00			

City of Bloomington Utilities
Accounts Payable by G/L Distribution Report
Paydate: 08/25/17

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Wastewater O&M	Wastewater Construction	Stormwater O&M
Virtuoso Sourcing Group, LLC	23566	Collection agency fee - 07/17-07/24/17 - AR	13.43	5.37	8.06		
Virtuoso Sourcing Group, LLC	23567	Collection agency fee - 07/25/17 - AR	31.71	12.68	19.03		
W.W. Grainger, INC	9512428054	ADMIN17-122 - 1 Micron rating thermally bonded filter cartridge	17.82	17.82			
West Side Tractor Sales Co.	B23626	Bucket pin, washers for backhoe #655 - SW, TD	212.64	85.06	116.95		10.63
William Chasteen (Monroe Tuff Jon)	PT12162	W17-4103 - Toilet rental - 05/05-06/04/17 - TD	78.00	78.00			
Young Trucking, INC	93677	Hauling sludge from Blucher Poole WWTP - 07/25-07/28/17 - BP,ENV	1,267.52		1,267.52		
Young Trucking, INC	93678	Hauling sludge from Dillman WWTP - 07/24-07/25/17 - DR,ENV	7,579.86		7,579.86		
			346,767.45	245,898.13	92,955.10	1,000.00	6,914.22

UTILITIES SERVICE BOARD MOTION
MEETING ON AUGUST 21, 2017
UTILITY BILLS

To:	Utilities Service Board	From:	Kim Robertson
Dept.		Dept.	Accounts Payable
Sub:	Claims list filed: 08/14/17	Date:	08/14/17
	USB: 8/21/2017		
	For Period: 08/02/17 - 08/14/17	**Paydate:**	**08/15/17**
	G/L Date: **08/15/17**		

Utilities Department invoices filed with the City Controller August 14, 2017 and signed by the Utilities Service Board for payment August 15, 2017 as in accordance with the Utilities Service Board Resolution of August 7, 1973, be hereby approved and entered into the minutes of today's meeting. A copy of the list is filed, with any exceptions noted, is hereby attached and made a part of these proceedings.

Water Operations & Maintenance	4,375.95
Water Construction	0.00
Water Meter Deposit	0.00
Water Sinking	0.00
Water Hydrant Meter Rental	0.00
Total of Water Utilities as per the invoice list:	$4,375.95
Wastewater Operations & Maintenance	29,727.06
Wastewater Construction	0.00
Wastewater Sinking	0.00
Total of Wastewater Utilities as per the invoice list:	$29,727.06
Stormwater	0.00
Stormwater Construction	0.00
Total of Stormwater Utility as per the invoice list:	$0.00
Total Water Utility:	**$4,375.95**
Total Wastewater Utility:	**$29,727.06**
Total Stormwater Utility:	**$0.00**
TOTAL WATER, WASTEWATER & STORMWATER UTILITIES	**$34,103.01**

City of Bloomington Utilities
Accounts Payable G/L Distribution Report
Paydate: 08/15/17

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Wastewater O&M
Comcast Cable Communications, INC	08/02/17 SC	Service-#8529201190490580 Serv Cntr - 08/15-09/14/17-SC	19.03	7.61	11.42
Duke Energy	08/15/17	Service - June - July 2017 - LS, BS, SC, TD, WT	8,088.65	3,852.57	4,236.08
Smithville Telephone Co Inc	08/02/17 BP	Service - Blucher, fax, modem - 07/02-08/01/17 - BP	294.06		294.06
Smithville Telephone Co Inc	08/02/17 DR	Service - Dillman, fax - 07/02-08/01/17 - DR	239.05		239.05
Smithville Telephone Co Inc	08/02/17 MN	Service - Monroe, fax, intake, internet - 07/02-08/01/17 - MN	282.27	282.27	
South Central Indiana REMC	2093400200 07/17	Service - Blucher Poole - 06/19-07/27/17 - BP	23,656.51		23,656.51
Utilities District of Western Indiana REMC	52184-001 08/17	Service - Fieldstone LS - 07/01-08/01/17 - LS	810.00		810.00
Utilities District of Western Indiana REMC	75843-001 08/17	Service - Stonechase LS - 07/01-08/01/17 - LS	131.00		131.00
Vectren	N0814658 08/17	Service - SC Booster - 0260049406353527768 - 07/07-08/07/17-BS	17.00	17.00	
Vectren	N0833866 08/17	Service - Blucher Pool -0260000660254643761 - 06/29-07/28/17-BP	91.32		91.32
Vectren	N1035813 08/17	Service - Monroe - 0260000660251878022 - 07/05-08/03/17-MN	96.82	96.82	
Vectren	N1059811 08/17	Service - Dillman - 0260000660255203920 - 07/05-08/02/17-DR	60.02		60.02
Vectren	N1078457 08/17	Service -Service Centr - 0260000660254637000 - 07/07-08/07/17-SC	282.20	112.88	169.32
Vectren	N1236302 08/17	Service -Tamarron LS - 0260000660251876596 - 07/03-08/01/17-LS	18.08		18.08
Vectren	N1244359 08/17	Service -Washington St - 0260000660254639455 - 07/07-08/07/17-SC	17.00	6.80	10.20
		Grand total:	34,103.01	4,375.95	29,727.06

ACH

INTERDEPARTMENTAL
MEMO

To:	Utilities Service Board	From:	Kim Robertson
Sub:	Scheduled ACH payment	Dept.	Accounts Payable
		Date:	08/16/17

G/L DATE: 08/16/17

Water Operations & Maintenance	0.00
Water Construction	0.00
Water Meter Deposit	0.00
Water Sinking	200,834.62
Water Hydrant Meter Rental	0.00
Water Debt Reserve	0.00
Total of Water Utilities as per the claims list:	$200,834.62
Wastewater Operations & Maintenance	0.00
Wastewater Construction	0.00
Wastewater Sinking	0.00
Wastewater Debt Reserve	0.00
Total of Wastewater Utilities as per the claims list:	$0.00
Stormwater	0.00
Stormwater Construction	0.00
Total of Stormwater Utility as per the claims list:	$0.00
Total Water Utility:	**$200,834.62**
Total Wastewater Utility:	**$0.00**
Total Stormwater Utility:	**$0.00**
TOTAL WATER, WASTEWATER & STORMWATER UTILITIES	**$200,834.62**

ACH - Bank of New York - 2011 SRF Loan Payment - August, 2017

City of Bloomington Utilities
Accounts Payable by G/L Distribution Report
Paydate: 08/16/17

SRF Payment - August 2017

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water Sinking
Bank Of New York	ACCT17-112-8	SRF Bloomington TAS#610026-2011 SRF Loan - Aug 2017	200,834.62	200,834.62
			200,834.62	200,834.62

WIRE TRANSFERS, FEES & PAYROLL FOR THE MONTH OF JULY, 2017

INDIANA DEPARTMENT OF REVENUE (SALES TAX - JUNE, 2017)	$52,191.46
INDIANA DEPARTMENT OF REVENUE - RECEIPTS TAX 2ND QUARTER UTILITY RECEIPTS TAX	$0.00
NPC CHARGE CARD FEES - JUNE, 2017	$17,731.76
FIRST FINANCIAL ACCOUNT ANALYSIS FEES - JUNE, 2017	$1,540.72
GROSS PAYROLL 8/18/2017	$292,603.81
FICA TAX 8/18/2017	$21,180.15
TOTAL	**$385,247.90**

UTILITIES SERVICE BOARD MOTION
MEETING ON AUGUST 21, 2017

CUSTOMER REFUNDS

To:	Utilities Service Board	From:	Kim Robertson
Dept.		Dept.	Accounts Payable
Sub:	Claims list filed: 08/01/17	Date:	08/02/17
	USB: 08/21/2017		
	For Period: 07/19/17 - 08/01/17	**Paydate:**	**08/25/17**
	G/L Date: **08/25/17**		

Utilities Department customer refunds filed with the City Controller August 01, 2017 and signed by the Utilities Service Board for payment August 25, 2017 as in accordance with the Utilities Service Board Resolution of August 7, 1973, be hereby approved and entered into the minutes of today's meeting. A copy of the list is filed, with any exceptions noted, is hereby attached and made a part of these proceedings.

Water Operations & Maintenance	33.28
Water Construction	0.00
Water Meter Deposit	0.00
Water Sinking	0.00
Water Hydrant Meter Rental	0.00
Total of Water Utilities as per the invoice list:	$33.28
Wastewater Operations & Maintenance	2,534.83
Wastewater Construction	0.00
Wastewater Sinking	0.00
Total of Wastewater Utilities as per the invoice list:	$2,534.83
Stormwater	0.00
Stormwater Construction	0.00
Total of Stormwater Utility as per the invoice list:	$0.00
Total Water Utility:	**$33.28**
Total Wastewater Utility:	**$2,534.83**
Total Stormwater Utility:	**$0.00**
TOTAL WATER, WASTEWATER & STORMWATER UTILITIES	$2,568.11

City of Bloomington Utilities
Accounts Payable by G/L Distribution Report
Paydate: 08/25/17

Vendor	Invoice No.	Invoice Description	Invoice Amount	Check No.	Reason for refund	Water Funds	Wastewater Funds	Stormwater Funds
Pendragon Properties	4934-003	Customer refund	$509.18	24840			$509.18	
Allison Neal	4545-036	Customer refund	$5.80	24838			$5.80	
BH Walnut Springs LLC	20403-013	Customer refund	$146.55	24822			$146.55	
Carissa Marks	54008-008	Customer refund	$17.74	24837			$17.74	
Kiah Burkhead	7477-010	Customer refund	$168.59	24825			$168.59	
Thomas Palmer	17831-015	Customer refund	$10.81	24839			$10.81	
Jianfei Dong	24424-024	Customer refund	$567.54	24828			$567.54	
Rick Dietz	14841-006	Customer refund	$5.34	24827		$5.34		
Lauren Manges	44029-019	Customer refund	$43.23	24836			$43.23	
Ayla Halus	16329-003	Customer refund	$236.95	236.95			$236.95	
William Toole	3799-016	Customer refund	$2.79	24841		$2.79		
Jonathan Hart	15666-016	Customer refund	$44.25	24833			$44.25	
Ellen Gobert	6570-020	Customer refund	$35.41	24830		$12.13	$23.28	
Spencer Hammen	32136-022	Customer refund	$81.33	81.33			$81.33	
McCarthy Ferris	20227-022	Customer refund	$168.39	24829			$168.39	
Zachary Archer	34135-030	Customer refund	$14.90	24824			$14.90	
Cameron Libbert	26680-023	Customer refund	$90.62	24835		$13.02	$77.60	
Linda Campbell	25010-016	Customer refund	$3.33	24826			$3.33	
Altz and Witzig Engineering	200313-002	Customer refund	$86.21	24823	Temp. Hydrant Meter Deposit		$86.21	
Kevin Huntley Excavating	200825-001	Customer refund	$329.15	24834	Temp. Hydrant Meter Deposit		$329.15	
			$2,568.11			$33.28	$2,534.83	$0.00
			$2,568.11					

UTILITIES SERVICE BOARD MOTION
MEETING ON AUGUST 21, 2017

CUSTOMER REFUNDS (Set #2)

To:	Utilities Service Board	From:	Kim Robertson
Dept.		Dept.	Accounts Payable
Sub:	Claims list filed: 08/14/17	Date:	08/14/17
	USB: 08/21/2017		
	For Period: 08/01/17 - 08/11/17	**Paydate:**	**08/25/17**
	G/L Date: **08/25/17**		

Utilities Department customer refunds filed with the City Controller August 01, 2017 and signed by the Utilities Service Board for payment August 25, 2017 as in accordance with the Utilities Service Board Resolution of August 7, 1973, be hereby approved and entered into the minutes of today's meeting. A copy of the list is filed, with any exceptions noted, is hereby attached and made a part of these proceedings.

Water Operations & Maintenance	0.97
Water Construction	0.00
Water Meter Deposit	0.00
Water Sinking	0.00
Water Hydrant Meter Rental	0.00
Total of Water Utilities as per the invoice list:	$0.97
Wastewater Operations & Maintenance	1,543.92
Wastewater Construction	0.00
Wastewater Sinking	0.00
Total of Wastewater Utilities as per the invoice list:	$1,543.92
Stormwater	0.00
Stormwater Construction	0.00
Total of Stormwater Utility as per the invoice list:	$0.00
Total Water Utility:	**$0.97**
Total Wastewater Utility:	**$1,543.92**
Total Stormwater Utility:	**$0.00**
TOTAL WATER, WASTEWATER & STORMWATER UTILITIES	**$1,544.89**

City of Bloomington Utilities
Accounts Payable by G/L Distribution Report
Paydate: 08/25/17

Vendor	Invoice No.	Invoice Description	Invoice Amount	Check No.	Reason for refund	Water Funds	Wastewater Funds	Stormwater Funds
Thomas Joseph Andrews	9222-018	Customer refund	$168.02	24866	Duplicate payment in July 2017		$168.02	
James N Bik	894-004	Customer refund	$29.29	24867	Duplicate payment in July 2017		$29.29	
Jeff A Black	38491-025	Customer refund	$127.61	24868	Duplicate payment in July 2017		$127.61	
Caitlyn W Davis	43976-016	Customer refund	$27.62	24869	Overpayment in Jan. 2017		$27.62	
Steven Dunphy	35593-006	Customer refund	$18.00	24870	Overpayment on July 2017 bill		$18.00	
Electricom LLC	200669-002	Customer refund	$362.71	24871	Temp. Hyd. Meter Deposit		$362.71	
Callie Graham	17227-018	Customer refund	$67.07	24872	Overpayments since Adjustment in June 2017		$67.07	
Laura Haley	4756-001	Customer refund	$4.54	24873	Adjustment from meter misread		$4.54	
Jana P Hall	4693-021	Customer refund	$69.53	24874	Leak adjustment		$69.53	
Brayton Shawn Lamb	21353-020	Customer refund	$30.29	24875	Overpayments since dup. pmt in Feb. 2017		$30.29	
Janelle Owczarzak	5161-026	Customer refund	$8.73	24876	Adjustment from meter misread	$0.97	$7.76	
Johnathan Peter Panos	53155-012	Customer refund	$36.00	24877	Duplicate payment in July 2017		$36.00	
Reed and Sons Constructio	200669-003	Customer refund	$386.88	24878	Temp. Hyd. Meter Deposit		$386.88	
Austin R Sloboda	5361-007	Customer refund	$5.23	24879	Adjustment from meter misread		$5.23	
Jennifer A Spore	10448-013	Customer refund	$172.21	24880	Overpayment before first bill in July 2017		$172.21	
Shannon Emily Tucker	16742-024	Customer refund	$5.91	24881	Adjustment from meter misread		$5.91	
Cheryl L Wellum	52654-002	Customer refund	$25.25	24882	Duplicate payment in June 2017		$25.25	
			$1,544.89			$0.97	$1,543.92	$0.00
			$1,544.89					

AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
UTILITIES DEPARTMENT
AND
GROOMER CONSTRUCTION, INC.

FOR

West 3rd St. From Jackson St. to S. Buckner St. (14) Curb Ramps with Detectable Surface Warnings

THIS AGREEMENT, is executed by and between the City of Bloomington, Indiana, Utilities Department through the Utilities Service Board (hereinafter referred to as the "CITY"), and Groomer Construction, Inc., a for profit corporation duly incorporated in the State of Indiana with its principal place of business located at 6535 W. Ison Road, Bloomington, IN, 47403, (hereinafter referred to as the "CONTRACTOR");

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **curb ramp replacement,** (more particularly described in **Attachment A**, "Scope of Work"); and

WHEREAS, CONTRACTOR is capable of performing work as per his/her Quote on the Quote 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 Quoter for said project.

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

ARTICLE 1. EFFECTIVE DATE AND TERM

1.01 The effective date of this agreement shall be the date last entered in the signature blocks below. This Agreement shall terminate on December 31, 2017. 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.

ARTICLE 2. SERVICES

2.01 CONTRACTOR shall complete all work required under this Agreement on or before October 13, 2017, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

2.02 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 and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, 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.

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

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed Thirty Nine Thousand Eight Hundred Sixty and Zero One-Hundredths ($39,860.00) Dollars. 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.

3.03 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.

3.04 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.

3.05 For projects utilizing federal funding the CONTRACTOR shall submit time sheets (WH-347) for his own and all subcontracted employees, to Assistant Director-Engineering or his representative for approval and review, including review for compliance with Davis Bacon requirements, if federal funds are used.

3.06 **Engineer.** The Utilities Department's Assistant Director-Engineer (or his/her duly assigned designee, (Hereinafter referred to as "Engineer") shall act as the CITY's representative and assume all duties and responsibilities and have all the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4. RETAINAGE

(For contracts in excess of $100,000, the Owner 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. (for public works contracts exceeding $100,000.00).** The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the total contract dollar value of all work satisfactorily completed until the Contract is one hundred percent (100%) completed. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent may 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 Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner 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 Owner 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 Owner, Owner 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 Owner that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by Owner or another party under contract with the Owner, said funds shall be released to the Owner.

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 **Abandonment.** 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 the Assistant Director-Engineering or his 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 Quote Documents.
4. The Invitation to Quoters.
5. The Instructions to Quoters.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.

11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR'S submittals.
13. The Performance and Payment Bonds.
14. The Escrow Agreement.
15. 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.	Employer's Liability Bodily Injury by Accident	$100,000 each accident
	Bodily Injury by Disease	$500,000 policy limit
	Bodily Injury by Disease	$100,000 each employee
C.	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
	Products/Completed Operation	$1,000,000
	Personal & Advertising Injury Limit	$1,000,000

	Each Occurrence Limit	$1,000,000
	Fire Damage (any one fire)	$50,000
D.	Comprehensive Auto Liability (single limit, owned, hired and non-owned) Bodily injury and property damage.	$1,000,000 each accident
E.	Umbrella Excess 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 City of Bloomington, 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 work for a period of one (1) year from the date of substantial completion. Failure of any portion of the work within one (1) year 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.

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 ENGINEER. The approval by the

ENGINEER 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 ENGINEER.

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 Utilities 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 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, Utilities		Groomer Construction, Inc.
Attn: Phil Peden		Attn: Richard Groomer
600 E. Miller Dr.		
Bloomington, IN 47401		

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. Contractor shall start active and continuous work on the Agreement within five (5) 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 five (5) 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 B**, 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 Non-Collusion.

Contractor certifies that it has not, nor has any other member, representative, or agent of Service Provider, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Service Provider shall swear under oath, via signed affidavit, attached as "**Attachment C**" and by this reference incorporated herein, that Service Provider has not engaged in any collusive conduct.

IN WITNESS WHEREOF, the parties to this Agreement have set their hands on the date so indicated below.

CITY OF BLOOMINGTON:
BY:

Samuel K. Frank, President Dated:
Utilities Service Board

Vic Kelson, Director Dated:
City of Bloomington Utilities

John Hamilton, Mayor Dated:
City of Bloomington

GROOMER CONSTRUCTION, INC.:
BY:

Richard Groomer, CEO Dated:
Groomer Construction, Inc.

Attachment A

Project Scope: Replace 14 curb ramps along W 3rd St between Jackson St. and Buckner St. All new ramps should be built to current INDOT standards and supplements thereto. All curb ramps should be ADA compliant with detectable warning surfaces.

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

The undersigned quoter 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 quote by anyone at such letting nor to prevent any person from quoting nor to include anyone to refrain from quoting, and that this quote is made without reference to any other quote and without any agreement, understanding or combination with any other person in reference to such quoting.

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 QUOTE FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at Office this 7th day of 2017

Groomer Construction, Inc.
(Name of Organization)

By Richard Groomer

Presiident
(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Indiana)
) ss
COUNTY OF Monroe)

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

Subscribed and sworn to before me this 7th day of August, 2017

Teresa K Groomer
Notary Public
Teresa K. Groomer

My Commission Expires: July 15tth, 2022

County of Residence: Monroe

NOTARY PUBLIC SEAL INDIANA

ISOLUX CORSAN

August 14, 2017

City of Bloomington Utilities
Post Office Box 1216
Bloomington, Indiana 47402
Attn: Sam Frank
President, Utility Services Board

City of Bloomington Utilities
600 East Miller Drive
Bloomington, Indiana 47401
Attn: Jane Fleig (fleigj@bloomington.in.gov)

RE:

Utility Reimbursement Agreement (I-69 Section 5, Phase 1) dated June 15, 2015 (informally referred to as Package 1);

First Amendment to Utility Reimbursement Agreement for Fullerton Pike Road and Tapp Road Water and Sanitary Sewer Relocations (informally referred to as Package 1) dated December 27, 2016;

Utility Reimbursement Agreement (Unit 2A (Water Crossings at SR 48, Industrial Park Dr., Prow Rd., Bottom Rd., and Ellis Rd)) dated February 8, 2016;

First Amendment to Utility Reimbursement Agreement (Unit 2A (Water Crossings at SR 48, Industrial Park Dr., Prow Rd., Bottom Rd., and Ellis Rd)) dated October 17, 2016;

Utility Reimbursement Agreement Unit 3 (Showers Road) dated April 17, 2017;

Utility Reimbursement Agreement (Vernal Pike Sanitary Sewer Relocation (which includes the Vernal Pike Lift Station)) dated November 2, 2015;

Utility Reimbursement Agreement (Vernal Pike Water Relocation & Crescent Road Sanitary Sewer Lateral Extensions) dated November 30, 2015;

First Amendment to Utility Reimbursement Agreement for Vernal Pike Water Relocation and Crescent Road Sanitary Sewer Lateral Extensions dated October 17, 2016

Dear Mr. Frank & Ms. Fleig:

Reference is made to the above agreements ("Agreements") entered into by and between Isolux Corsan, LLC ("Isolux") and City of Bloomington Utilities, a public utility corporation ("CBU"). Initially capitalized terms not otherwise defined herein shall have the same meaning as the Agreements.

ISOLUX CORSAN

Isolux, the Indiana Finance Authority ("IFA"), and I-69 Development Partners LLC ("Developer") have entered into an agreement ("Settlement Agreement") whereby IFA and the Indiana Department of Transportation ("INDOT") will complete the remaining work on the I-69 Section 5 Project ("Project"). Pursuant to the terms of the Settlement Agreement, INDOT has elected to assume certain agreements entered into by Isolux including those referenced above effective as of 11:59PM, Monday, August 14, 2017.

CBU's new point of contact is as follows:

Jason Rhoades, Project Manager
HNTB Corporation
111 Monument Circle, Ste. 1200
Indianapolis, Indiana 46204
jrhoades@HNTB.com
317.681.4249

Therefore, pursuant to the Agreements sign below indicating CBU's consent to the assignment as of 11:59PM, Monday, August 14, 2017 and return to Samuel Newton, snewton@isoluxcorsanusa.com, with a copy to Mr. Rhoades. Time is of the essence and we appreciate your prompt attention to this matter.

Sincerely,

David A. Peña
Construction Manager &
Design-Builder's Authorized Representative

Acknowledged & Agreed

_____

Printed Name:_____

Title:_____

CC: Luis Munoz
Karla Pascarella
Samuel Newton
Jason Bunselmeier, INDOT, jbunselmeier@indot.in.gov