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
Jean Capler
Jeff Ehman
Julie Roberts
Terri Porter, ex-officio
Jim Sims, ex-officio

October 16, 2017
5:00 P.M. Regular Meeting

I. Call to order

II. Approval of the minutes of previous meeting (Oct 2)

III. Approval of the claims

IV. Request for Approval of Agreement with Young Plumbing – Jane Fleig

V. Request for Approval of Amendment to I69 Unit 3 Agreement – Jane Fleig

VI. Bid Opening 2017-2018 CIPP Sewer Lining Project – Phil Peden

VII. Subcommittee report – Finance 10/11 & 10/16

VIII. Request for Approval of Non-Recurring Rates and Charges Report – Missy Waldon

IX. Subcommittee report – Property & Planning 10/11

X. Request for Sewer Extension – Vic Kelson

XI. Old business

XII. New business

XIII. Staff reports

XIV. Petitions and communications*

XV. Adjournment

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

UTILITIES SERVICE BOARD MEETING

October 2, 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 5:03 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, and Julie Roberts.

Staff members present: Tamara Roberts, Brad Schroeder, Jon Callahan, Michelle Waldon, Tom Axsom, John Langley, Chris Wheeler, Holly McLauchlin, and Vic Kelson.

MINUTES

Board Vice President Sherman moved and Board Member Roberts seconded the motion to approve the minutes of the September 21st meeting. Motion carried, 5 ayes (1 member absent: Ehman).

CLAIMS

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

> ***Vendor invoices submitted included $359,049.70 from the Water Utility; $79,590.42 from the Wastewater Utility; and $792.68 from the Stormwater Utility. Total Claims approved, $439,432.80.***

Motion carried, 5 ayes (1 member absent: Ehman).

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

> ***Utility invoices submitted included $5,504.77 from the Water Utility; $5,543.84 from the Wastewater Utility; and $0.00 from the Stormwater Utility. Total Claims approved, $11,048.61.***

Motion carried, 5 ayes (1 member absent: Ehman).

Sherman moved and Roberts seconded the motion to approve the wire transfers and fees for the month of September in the amount of $319,534.25.

Motion carried, 5 ayes (1 member absent: Ehman).

Sherman moved and Roberts seconded the motion to approve the customer refunds as follows:

> ***Customer refunds submitted included $47.70 from the Water Utility; $115.16 from the Wastewater Utility; and $0.00 from the Stormwater Utility. Total Claims approved, $162.86.***

Motion carried, 5 ayes (1 member absent: Ehman).

REQUEST FOR APPROVAL OF AB BIOTECHNOLOGIES PERMIT

Sherman moved and Roberts seconded the motion to approve permit; motion carried, 5 ayes (1 member absent: Ehman).

CBU Pretreatment Coordinator Roberts presented an Industrial Waste permit for AB Biotechnologies. This company currently has a location on the west side, but they are building a new pharmaceutical manufacturing facility that will begin operations late this year or early 2018. It will have a maximum of 5,000 gallons effluent per day. In the first 90 days, they are required to do baseline monitoring and then ongoing monitoring. Board said permit looked straightforward and approved.

OLD BUSINESS: N/A

NEW BUSINESS: N/A

SUBCOMMITTEE REPORTS: Planning & Property subcommittee met Thursday 9/28. They reviewed CBU's Real Estate Assets which have been compiled by CBU Engineering Project Coordinator Mike Carter. The review will continue at the next P&P meeting with the goal of cleaning up data, answering questions, and addressing concerns related to real estate. Board expressed gratitude for Carter's extensive research to put together the information.

The subcommittee also reviewed a request for a sewer extension into a new development proposed for the west side. It is partly in "Area A" and partly in "Area B". Board asked staff to review what has been done in the past and tabled until next meeting.

STAFF REPORTS: CBU Director Kelson reported that CBU participated in a City-wide neighborhood clean-up the past Saturday called "Taking it to the Streets" which involved many City Departments. He also reported that the work on the trestle at Lake Lemon will likely finish this week. CBU has received no complaints since work began. Board asked for an update on hiring an Assistant Director (Finance). Kelson said the position has been advertised as open until filled. The interview committee reviews applications as they come in and will be conducting interviews over the next few weeks.

PETITIONS AND COMMUNICATIONS: N/A

ADJOURNMENT: The meeting was adjourned at 5:12 p.m.

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Samuel K. Frank, President

UTILITIES SERVICE BOARD MOTION
MEETING ON OCTOBER 16, 2017

To:	Utilities Service Board	From:	Kim Robertson
Dept.		Dept.	Accounts Payable
Sub:	Claims list filed: 10/12/17	Date:	10/12/17
	USB: 10/16/2017		
	For Period: 09/16/17-09/29/17	**Paydate:**	**10/20/17**
	G/L Date: **10/20/17**		

Utilities Department invoices filed with the City Controller October 12, 2017 and signed by the Utilities Service Board for payment October 20, 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	72,714.65
Water Construction	0.00
Water Meter Deposit	0.00
Water Sinking	0.00
Water Hydrant Meter Rental	650.00
Total of Water Utilities as per the invoice list:	$73,364.65
Wastewater Operations & Maintenance	109,464.77
Wastewater Construction	38,061.08
Wastewater Sinking	0.00
Total of Wastewater Utilities as per the invoice list:	$147,525.85
Stormwater	581.36
Stormwater Construction	0.00
Total of Stormwater Utility as per the invoice list:	$581.36
Total Water Utility:	**$73,364.65**
Total Wastewater Utility:	**$147,525.85**
Total Stormwater Utility:	**$581.36**
TOTAL WATER, WASTEWATER & STORMWATER UTILITIES	**$221,471.86**

City of Bloomington Utilities
Accounts Payable by G/L Distribution Report
Paydate: 10/20/17

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Hydrant Meter	Wastewater O&M	Wastewater Construction	Stormwater O&M
Aecom Technical Services	37970287	W17-4102-Dyer Tank Environment services thru 09/08/17 - ENG	1,797.45	1,797.45				
Alexander's LL	3007076	TD17-369 Ladder rack white/pair (1)	165.00					165.00
All-Phase Electric Supply, INC	0740-571983	20 Damar 01152A bulbs - DR	39.00			39.00		
All-Phase Electric Supply, INC	0740-572202	6 Parking lot light bulbs - SC	107.16	42.86		64.30		
American Water Works Association	7001432976	MN17-376 EL76 & EL8-Chems & Coagulation - D. Gramlich	225.00	225.00				
American Water Works Association	7001432978	MN17-376 El176-Chemicals: Best Practices - S. Ira	225.00	225.00				
American Water Works Association	7001433678	ADMIN17-152 Water Dist Grades 1&2 First Ed. text	69.50	69.50				
Aquaplates, INC	I8988	BP17-179 Modified mTEC Control Method: EPA 1603	181.74			181.74		
Black Lumber Co INC	339189	50 Sticks of 1/2" rebar for stock - SW, TD	204.50	81.80		112.48		10.22
Black Lumber Co INC	339411	W17-4106 - 2 Mail boxes, 2 mail box posts & numbers - TD	90.33	90.33				
Bloomington Seal Coating & Paving, INC	1243	W17-4103 - Applied asphalt, rolled & finished @ Woodyard Rd -ENG	19,550.00	19,550.00				
Brehob Corporation	705295	MN17-300 Overhead lift repair in high service area	812.50	812.50				
Brehob Corporation	705296	MN17-349 Repair to overhead hoist high service area	497.50	497.50				
Cassady Electrical Contractors, INC	12803	Labor for overhead hoist & misc electrical - MN	974.09	974.09				
Chemical Resources, INC	302272	Sodium aluminate - 45,200 @ .1720 delivered 09/05/17 - DR	7,774.40			7,774.40		
Chemical Resources, INC	302522	Sodium aluminate - 45,300 @ .1720 delivered 09/20/17 - DR	7,791.60			7,791.60		
Chemtrade Chemicals Corporation	92196407	Alum - 10.986 @ 424.00 delivered 09/21/17 - MN	4,658.06	4,658.06				
Cintas First Aid & Safety # 388	5008910636	Restock first aid cabinet @ Blucher 09/21/17 - BP	149.81			149.81		
Cintas First Aid & Safety # 388	5009008114	Restock first aid cabinet @ Monroe WTP - 09/20/17 - MN	154.36	154.36				
City of Bloomington (Fleet Maintenance)	08/30/17 Fuel	Fuel charges for all utilities vehicles - August 2017 - ACCT	13,923.89	4,596.85		9,327.04		
City of Bloomington (Fleet Maintenance)	09/30/17Set Rate	Set rate for monthly vehicle parts & repairs - Sept 2017	27,594.92	8,388.86		19,206.06		
Columbus Industrial Electric, INC	1253299-IN	BP17-178 25 Hp motor for Blowers lift station RPM3530; 230/460	1,518.51			1,518.51		
Cosner's Ice Company	150003689	125 Bags of ice delivered 09/21/17 - TD	181.25	72.50		99.69		9.06
Creative Graphics, INC (dba Baugh Enterprises)	3503	Printing & mailing of Sept 2017 water/wastewater bills - ACCT	13,988.09	5,595.24		8,392.85		
Creative Graphics, INC (dba Baugh Enterprises)	3504	Printing of 8,000 50th Anniversary mini fliers - DIR	300.00	120.00		165.00		15.00
Crowe Horwath LLP	706-2113541	Services for Issuance of Wastewater Revenue Bonds-ACCT	38,061.08				38,061.08	
David Wayne Douglas	222655958	Reimbursement for CDL Upgrade - TD	19.00	19.00				
DLT Solutions, LLC	SI363700	Prorated difference for autodesk autoCAD Civil 3D 2018 - ENG,DIR	255.66	102.26		153.40		

City of Bloomington Utilities
Accounts Payable by G/L Distribution Report
Paydate: 10/20/17

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Hydrant Meter	Wastewater O&M	Wastewater Construction	Stormwater O&M
Earth Tool Company, LLC (HammerHead)	155861	PUR17-398 (8) Summer point patch kits, (4) winter point kits	5,160.31	2,064.12		3,096.19		
Envirosweep LLC	BC17-024	Hydrant meter deposit refund #70320897 - AR	650.00		650.00			
Eurofins Eaton Analytical, INC	S285503	Testing - Dissolved & total organic carbon, SUVA, UV - MN	185.00	185.00				
Fastenal Company	INBLM200933	Restock supplies in machine - 09/06/17 - PUR	237.39	107.35		130.04		
Fastenal Company	INBLM201212	Restock supplies in machine - 09/18/17 - PUR	150.23	68.36		81.87		
Fastenal Company	INBLM201341	Restock supplies in machine - 09/21/17 - PUR	237.94	109.63		128.31		
Fisher Scientific Company, LLC	1391156	1 cs 1/2 gallon jugs, 1 cs 1-gal jugs - MN	104.95	104.95				
Fisher Scientific Company, LLC	1797593	Sulfuric acid sol n/50 CR 4L - MN	113.38	113.38				
Fisher Scientific Company, LLC	1951627	2 Cover glasses No 1 25mm 1/pk - MN	91.25	91.25				
Fisher Scientific Company, LLC	2238144	Beaker cover for 1.5 GL bath - MN	37.10	37.10				
Fisher Scientific Company, LLC	2774275	Cover for 1.5 GL bath - MN	35.00	35.00				
Fisher Scientific Company, LLC	3004860	30"x60" lab table resin bench - MN	958.27	958.27				
Fisher Scientific Company, LLC	8429059	2 pk Syringer for jar tests, 2 1-gal plastic jugs - MN	182.74	182.74				
Fisher Scientific Company, LLC	9711378	1 cs cotton swabs, 2 timers, radio controlled clock - MN	372.44	372.44				
Fisher Scientific Company, LLC	0091359	2 Weather stations forecast, 1 weather station wireless - MN	322.03	322.03				
Fisher Scientific Company, LLC	2774278	Phenylarsine oxide, electrode storage solution 1 LT - MN	823.82	823.82				
Fisher Scientific Company, LLC	3004862	pH4 & pH7, pH4 & pH7 bulk contains /201 - MN	234.09	234.09				
Global Equipment Company, INC	111575495	CS17-020 Azar displays 222979, brochure HLR 22"x8.5", 5pkts clr	37.90	15.16		22.74		
Greeley And Hansen, LLC	INV-0000503447	S16-6002 - South Central Interceptor thru 06/23/17 - ENG	12,163.88			12,163.88		
Greeley And Hansen, LLC	INV-0000506188	S16-6002 - South Central Interceptor thru 07/21/17 - ENG	5,522.88			5,522.88		
Greeley And Hansen, LLC	INV-0000508253	S16-6002 - South Central Interceptor thru 08/18/17 - ENG	5,782.02			5,782.02		
GRW Engineers, INC	0048270	S17-6107 - 2017-2018 Sewer lining project thr 08/26/17 - ENG	10,500.00			10,500.00		
HACH Company	10624982	BP17-121 HACH Service Contract Renewal (Lab Equipment)	705.00			705.00		
HACH Company	10634759	MN17-387 Iron reagent power pillows; wipers for lab.; HN3 test	789.33	789.33				
HACH Company	10638355	BP17-180 Ammonia TNT plus, HR (8bx); ammonia TNT plus, ULR (8bx)	929.41			929.41		
HD Supply Waterworks, LTD	H566110	BP17-145 Reducer, cplg hxh, flange, bush sxfipt, wrench	294.30			294.30		
Headco Industries, INC (Bearing Headquarters)	5254462	DM17-095 U.S. Seal Part#PS210V (2)	139.69			139.69		

City of Bloomington Utilities
Accounts Payable by G/L Distribution Report
Paydate: 10/20/17

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Hydrant Meter	Wastewater O&M	Wastewater Construction	Stormwater O&M
Headco Industries, INC (Bearing Headquarters)	5255974	DM17-095 Ball shut-off nozzles (6)	984.00			984.00		
IDEXX Laboratories, INC	3018913953	DL17-058 Sample bottle, 100ml, sterilized, disposable (14bx)	1,587.23	1,587.23				
Indiana Oxygen Co	01659105	Acetylene dissolved, Argon compressed - LAB, DR	256.06	256.06				
Indoff, INC	3005759	DR17-121 Hon soft casters for 8HXDP8 for office chairs	468.00			468.00		
Irving Materials, INC	10466939	Concrete - 600 E Miller Dr Storage Bins - 9/14/17 - TD	1,006.50	402.60		553.57		50.33
Irving Materials, INC	10468605	W17-4106 - Concrete - S Rogers St & W Church Ln - TD	193.13	193.13				
JCI Jones Chemicals, INC	734579	Sodium hydroxide - 11.6555 @ 353.00 delivered 09/18/17 - MN	4,114.39	4,114.39				
K&S Rolloff, INC	35192	Remove debris from the hill area - 09/21/17 - SC	263.00	105.20		157.80		
Kleindorfer Hardware & Variety	09/25/17 CBU	Misc parts & supplies - 09/07-09/25/17 - MN,TD,SC,BP,DR,SW	712.80	250.82		460.25		1.73
Menards, INC	73705	Transit level, tripod, grade rod for truck #529 - SW, TD	323.77					323.77
Menards, INC	74047	Electrical tape, Li-ion screwdriver - DR	48.81			48.81		
Menards, INC	74741	Blowout fitting, air regulator, adapter, quage & misc - MN	52.89	52.89				
Republic Services, INC	0694-001932542	Trash removal @ Dillman WWTP - 10/01-10/31/17 - DR	551.05			551.05		
Republic Services, INC	0694-001936668	Trash removal @ Monroe WTP - 09/01-09/30/17 - MN	99.75	99.75				
Republic Services, INC	0694-001936669	Trash removal @ Blucher Poole - 09/01-09/30/17 - BP	99.75			99.75		
Rogers Group, INC	0071161314	W17-4105, W17-4106 - Misc Stone - Stock - 9/11-9/14/17 - SW, TD	1,229.34	794.80		434.54		
Sal Chemical Co., INC	172731	Aqua ammonia - 19,440 @ .1600 delivered 09/08/17 - MN	3,110.40	3,110.40				
Service Express INC	235855-CBU	Poweredge R520 Server maint & support 10/01-12/31/17 - DIR	1,335.97	534.39		801.58		
Southern Indiana Parts, INC (Napa Auto Parts)	166533	Cutter mini tubing, lubricator, freon for belt press #1 - BP	91.77			91.77		
Southside Rental Center, INC	01-214828-05	Rental of mini loader to clean backwash basin 09/19-09/22/17 - MN	324.80	324.80				
Southside Rental Center, INC	01-214963-01	Propane - SC	70.21	28.08		42.13		
Staples Contract & Commercial, INC	3350936496	Bic Brite liner, hype tank highlighters - ACCT	8.14	3.26		4.88		
Staples Contract & Commercial, INC	3351871305	Turcotte Black Chair - COMM, TD, ACCT	191.25	76.50		114.75		
Staples Contract & Commercial, INC	3352257234	Wall file - MN	65.91	65.91				
Staples Contract & Commercial, INC	3352862024	Toner, wireless mouse, file folders - MN	215.41	215.41				
Staples Contract & Commercial, INC	3352862027	Wireless mouse - MN	39.99	39.99				
Staples Contract & Commercial, INC	3353008701	Add rolls, paper clips #1, tape, staples, grn paper, binder - CS	15.02	6.01		9.01		
Staples Contract & Commercial, INC	3353008720	Stapler, compressed air, display easel - DIR	20.90	8.36		12.54		
Staples Contract & Commercial, INC	3353008729	Tri-fold brochure paper, copy paper - ENG	15.98	6.39		9.59		

City of Bloomington Utilities
Accounts Payable by G/L Distribution Report
Paydate: 10/20/17

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Hydrant Meter	Wastewater O&M	Wastewater Construction	Stormwater O&M
Staples Contract & Commercial, INC	3353008735	Holmes oscillating fan - BC, ACCT	20.99	8.40		12.59		
Staples Contract & Commercial, INC	3353516086	Wall file - MN	52.27	52.27				
State of Indiana	53-02 3rd 2017	Solid waste disposal fee @ Dillman - 3rd Qtr 2017- DR	10.10			10.10		
Sunbelt Rentals, INC	72564059-0001	16" Multipurpose saw blade for truck #629 - TD	125.00	50.00		68.75		6.25
Tom H Lewis (Lewis Municpal Sales)	LSI092017-S1	TD17-371 (2) vLocPro2 5 Watt Kits w/accessories & carrying case	7,500.00	3,000.00		4,500.00		
Tom H Lewis (Lewis Municpal Sales)	LSI092017-S2	TD17-372 Acoustic leak detector, microphones, accessories	4,350.00	1,740.00		2,610.00		
Triana K Johnson	CS17-023	Travel reimbursement-AWWA Customer Serv Seminar in Orlando-DIR	187.39	74.96		112.43		
United Parcel Service, INC	0000430948377	Shipping charges - 09/13/17 - ACCT, MN, PUR	20.67	16.81		3.86		
United Parcel Service, INC	0000430948387	Shipping charges - 09/19/17 - LAB, PUR	21.16	21.16				
White River Cooperative, INC	7102360	Gas & diesel fuel for overhead storage tanks & equip - MN	709.50	709.50				
William Chasteen (Monroe Tuff Jon)	PT12308	W17-4103 - Portable toilet rental 07/05-08/04/17 - TD	78.00	78.00				
Young Trucking, INC	94383	Hauling sludge from Blucher Poole - 09/14/17 - BP, ENV	640.24			640.24		
Young Trucking, INC	94384	Hauling sludge from Dillman WWTP - 09/11-09/14/17 - DR, ENV	2,190.57			2,190.57		
Grand total:			221,471.86	72,714.65	650.00	109,464.77	38,061.08	581.36

ACH

INTERDEPARTMENTAL MEMO

To:	Utilities Service Board	From:	Kim Robertson
Sub:	Scheduled ACH payment	Dept.	Accounts Payable
		Date:	10/16/17

G/L DATE: 10/16/17

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 - October 2017

City of Bloomington Utilities
Accounts Payable by G/L Distribution Report
Paydate: 10/16/17

SRF Payment - October 2017

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water Sinking
Bank Of New York	ACCT17-112-10	SRF Bloomington TAS#610026-2011 SRF Loan - Oct 2017	200,834.62	200,834.62
		Grand total:	200,834.62	200,834.62

UTILITIES SERVICE BOARD MOTION
MEETING ON OCTOBER 16, 2017
UTILITY BILLS

To:	Utilities Service Board	From:	Kim Robertson
Dept.		Dept.	Accounts Payable
Sub:	Claims list filed: 10/03/17	Date:	10/03/17
	USB: 10/16/2017		
	For Period: 09/26/17 - 10/03/17	**Paydate:**	**10/03/17**
	G/L Date: **10/03/17**		

Utilities Department invoices filed with the City Controller October 03, 2017 and signed by the Utilities Service Board for payment October 03, 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	120,451.57
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:	$120,451.57
Wastewater Operations & Maintenance	68,644.60
Wastewater Construction	0.00
Wastewater Sinking	0.00
Total of Wastewater Utilities as per the invoice list:	$68,644.60
Stormwater	0.00
Stormwater Construction	0.00
Total of Stormwater Utility as per the invoice list:	$0.00
Total Water Utility:	**$120,451.57**
Total Wastewater Utility:	**$68,644.60**
Total Stormwater Utility:	**$0.00**
TOTAL WATER, WASTEWATER & STORMWATER UTILITIES	**$189,096.17**

City of Bloomington Utilities
Accounts Payable by G/L Distribution Report
Paydate: 10/03/17

Utility Bills

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Wastewater O&M
AT&T	8123311353 09/17	Service - Washington St Storage - 09/22-10/21/17 - SC	142.54	57.02	85.52
AT&T	8123315400 09/17	Service - Centrex main line - 09/22-10/21/17 - SC	8,012.33	3,204.93	4,807.40
AT&T Mobility II, LLC	8123600681 09/17	Service - L. Elkins - 08/12-09/11/17 - MN	91.34	91.34	
Duke Energy	10/03/17	Service - Aug - Sept 2017 - LS, BS, TD, DR, MN	180,849.96	117,098.28	63,751.68
		Grand total:	189,096.17	120,451.57	68,644.60

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

INDIANA DEPARTMENT OF REVENUE (SALES TAX - AUGUST, 2017)	$56,772.14
INDIANA DEPARTMENT OF REVENUE - RECEIPTS TAX 3RD QUARTER UTILITY RECEIPTS TAX	$45,400.14
NPC CHARGE CARD FEES - AUGUST, 2017	$19,270.56
FIRST FINANCIAL ACCOUNT ANALYSIS FEES - AUGUST, 2017	$2,002.42
GROSS PAYROLL 10/16/2017	$297,112.12
FICA TAX 10/16/2017	$21,467.29
TOTAL	**$442,024.67**

UTILITIES SERVICE BOARD MOTION
MEETING ON OCTOBER 16, 2017

CUSTOMER REFUNDS

To:	Utilities Service Board	From:	Kim Robertson
Dept.		Dept.	Accounts Payable
Sub:	Claims list filed: 10/03/17	Date:	10/03/17
	USB: 10/16/2017		
	For Period: 09/22/17 - 10/037	**Paydate:**	**10/20/17**
	G/L Date: **10/20/17**		

Utilities Department customer refunds filed with the City Controller October 03, 2017 and signed by the Utilities Service Board for payment October 20, 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	0.00
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:	$0.00
Wastewater Operations & Maintenance	18.91
Wastewater Construction	0.00
Wastewater Sinking	0.00
Total of Wastewater Utilities as per the invoice list:	$18.91
Stormwater	455.64
Stormwater Construction	0.00
Total of Stormwater Utility as per the invoice list:	$455.64
Total Water Utility:	**$0.00**
Total Wastewater Utility:	**$18.91**
Total Stormwater Utility:	**$455.64**
TOTAL WATER, WASTEWATER & STORMWATER UTILITIES	**$474.55**

City of Bloomington Utilities
Accounts Payable by G/L Distribution Report
Paydate: 10/06/17

Vendor	Invoice No.	Invoice Description	Invoice Amount	Check No.	Reason for refund	Water Funds	Wastewater Funds	Stormwater Funds
Brawley Property Management	4565-029	Customer refund	$18.91	25005	Overpayment on Sept. 2017 bill		$18.91	
Indiana University	8878-001	Customer refund	$455.64	25006	Adjusted off stormwater charges from June 2016-present			$455.64
			$474.55			$0.00	$18.91	$455.64
			$474.55					

MEMORANDUM

TO: Mayor Hamilton, Controller
FROM: Troy Powell, Utilities
DATE: October 3, 2017
RE: Approval of Contract – Paul Young Plumbing, Inc.

Funding Source: Cash O&M 009-U13121

Total Dollar Amount of Contract: Not to Exceed $82,500.00

Expiration Date of Contract: 03/31/2018

Department Head Initials of Approval:

Due Date For Signature: ASAP

VAK

Record Destruction Date (Legal Dept to fill in): 03/31/2028

PREVIOUSLY REVIEWED BY & RETURN SIGNED CONTRACT TO THIS ATTORNEY:

Christopher J. Wheeler

ATTORNEY IS TO RETURN SIGNED CONTRACT TO THIS DEPARTMENTAL EMPLOYEE:

Troy Powell - Utilities

Summary of Contract:
This contract is for the installation of service lines for affected properties fronting Nancy, Cliffton, Hillside and High Streets in relation to the installation of new water mains servicing these properties.

AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
UTILITIES DEPARTMENT
AND
PAUL YOUNG PLUMBING, INC.

FOR

Service Line Installation for Properties Located at Nancy, Cliffton, Hillside and High Streets

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 Paul Young Plumbing, Inc., a for profit corporation duly incorporated in the State of Indiana with its principal place of business located at 5171 North Old State Road 37, Bloomington, IN, 47408, (hereinafter referred to as the "CONTRACTOR");

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR for plumbing services for the installation of plumbing infrastructure to individual properties located along Nancy Street, Cliffton Avenue, Hillside Street and High Street, which is all more particularly described in **Exhibit A**, which is attached hereto and incorporated herein; and

WHEREAS, CONTRACTOR is capable of performing the requested work as per his/her Quote; 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 March 31, 2018.

ARTICLE 2. SERVICES

2.01 CONTRACTOR shall provide the services as outlined in the Scope of Work outlined in **Exhibit A.** All required work under this Agreement shall be completed on or before 90 days after the last water main is activated. Work is not completed until it has been fully inspected an approved by the City.

2.02 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.

2.03 CITY shall obtain right of entry from all property owners of the real estate identified in **Exhibit A.**

ARTICLE 3. COMPENSATION

3.01 CONTRACTOR shall be compensated in exchange for the services provided in **Exhibit A**, "Scope of Work", attached hereto and incorporated into this Agreement.

3.02 CITY shall compensate CONTRACTOR in a lump sum not to exceed Eighty-Two Thousand Five Hundred and Zero One-Hundredths ($82,500.00) Dollars upon the satisfactory completion by Contractor of all services outlined in **Exhibit "A".** 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 CITY shall not be responsible for any expenses or compensate CONTRACTOR for any work in any way relating to CONTRACTOR encountering any unforeseen obstacles in the ground during any performance of the services provided under this Agreement without CONTRACTOR first obtaining prior written authorization from the CITY in the form of an Amendment to this Agreement which identifies the property upon which said unforeseen obstacles were encountered, and the cost that will be associated with the additional work required to overcome the unforeseen obstacle(s).

ARTICLE 4. RETAINAGE

(For contracts in excess of $100,000, the Owner requires that retainage be held set out below.)

(this section intentionally left blank)

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 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, along with all attached Exhibits, is the entire Agreement by and between the parties.

5.04.02 **(this section intentionally left blank)**

5.05 Insurance.

5.05.01 CONTRACTOR shall, as a prerequisite to this Agreement, purchase and/or 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.

5.10.01 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.

5.10.02 Contractor is required to comply with IOSHA regulations 29 C.F.R 1926, Subpart P, Excavations for all trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of the Contractor and included in the cost of the principal work with which the safety systems are associated. Contractor shall sign an affidavit, attached as **Exhibit B**, affirming

that Contractor shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.

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.
For contracts in excess of $100,000

5.12.01 (this section intentionally left blank)

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	Paul Young Plumbing, Inc.
Attn: Troy Powell	Attn: Paul Young
600 E. Miller Dr.	5171 North Old State Road 37
Bloomington, IN 47401	Bloomington, IN 47408

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 **Exhibit C**, affirming that Contractor does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

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

Agreement to remain in effect until the City procures a new contractor. If the City terminates the Agreement, the Contractor or its subcontractor is liable to the City for actual damages.

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

5.19 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 **Exhibit D** 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

10/6/2017
Vic Kelson, Director Dated:
City of Bloomington Utilities

10-4-17
John Hamilton, Mayor Dated:
City of Bloomington

PAUL YOUNG PLUMBING, INC.:
BY:

Paul Young 10-2-17
Paul Young, CEO Dated:
Paul Young Plumbing, Inc.

CITY OF BLOOMINGTON
Legal Department
Reviewed By:
October 7, 2017
DATE:

CITY OF BLOOMINGTON
Controller
Reviewed by:
DATE: 10/9/17
FUND/ACCT: 009 - 413121

EXHIBIT A

SCOPE OF SERVICES

Water service transfer to new meters from old meters.

For each property listed below, Contractor shall:

- Coordinate with each property owner for access to their property;
- Conduct all necessary excavation;
- Extend a 1" water service line from new meter pit stub supplied by City of Bloomington Utilities (CBU) to the existing service line or into house and connect to existing plumbing as needed;
- Disconnect and cap existing plumbing from old meter service;
- Repair and restore all real estate disturbed in any way by said services back to their original condition of the property before any work by Contractor was performed.

Property Addresses:

1. 1500 S. Nancy St.
2. 1506 S. Nancy St.
3. 1507 S. Nancy St.
4. 1512 S. Nancy St.
5. 1513 S. Nancy St.
6. 1516 S. Nancy St.
7. 1517 S. Nancy St.
8. 1600 S. Nancy St.
9. 1601 S. Nancy St.
10. 1606 S. Nancy St.
11. 1607 S. Nancy St.
12. 1610 S. Nancy St.
13. 1613 S. Nancy St.
14. 1501 S. Clifton Ave.
15. 1506 S. Clifton Ave.
16. 1512 S. Clifton Ave.
17. 1513 S. Clifton Ave.
18. 1516 S. Clifton Ave.
19. 1517 S. Clifton Ave.
20. 1600 S. Clifton Ave.
21. 1601 S. Clifton Ave.
22. 1604 S. Clifton Ave.
23. 1607 S. Clifton Ave.
24. 1612 S. Clifton Ave.
25. 1613 S. Clifton Ave.
26. 1701 S. Clifton Ave.
27. 1900 E. Hillside Dr.
28. 1906 E. Hillside Dr.
29. 2006 E. Hillside Dr.
30. 1516 S. High St.
31. 1600 S. High St.
32. 1606 S. High St.
33. 1612 S. High St.

Contractor shall commence work no later than 10 days after the new water main activation (which means the water main passes testing and the new meter pits are set and activated). Contractor shall complete all plumbing connections for each property within 90 days of the new water main activation. Work shall be continuous until Contractor completes all connections for each property. Work is not completed until all connections have been inspected and approved by the City.

EXHIBIT B

AFFIDAVIT REGARDING TRENCH SAFETY SYSTEMS AND COST RECOVERY IN COMPLIANCE WITH INDIANA CODE 36-1-12-20

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

1. The undersigned is the owner (job title) of Young Plumbing and mech. INC. (company name)

2. The undersigned is duly authorized and has full authority to execute this Affidavit.

3. The company named herein that employs the undersigned:
   i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
   ii. is a subcontractor on a contract to provide services to the City of Bloomington.

4. The undersigned certifies that all trench excavation done within his/her control (by his/her own forces or by his/her Subcontractors) shall be accomplished in strict adherence with OSHA trench safety standards contained in 29 C.F.R. 1926, Subpart P, including all subsequent revisions or updates to these standards as adopted by the United States Department of Labor.

5. The undersigned certifies that he/she has obtained or will obtain identical certification from any proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he/she will retain such certifications in a file for a period of not less than three (3) years following final acceptance.

6. The undersigned acknowledges that included in the overall price of the Contract are costs for complying with I.C. 36-1-12-20. The Bidder further identifies the costs to be summarized below*:

	Trench Safety Measure	Units of Measure	Unit Cost	Unit Quantity	Extended Cost
A.					
B.					
C.					
D.					
				Total	$

Method of Compliance (Specify) N/A

Date: 10-2-17, 2017.

Paul Young
Signature

Paul Young
Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared Paul Young and acknowledged the execution of the foregoing this 2nd day of October, 2017.

My Commission Expires: August 3, 2024 Sheila McGlothlin
Signature of Notary Public

County of Residence: Monroe Sheila McGlothlin
Printed Name of Notary Public

EXHIBIT C

AFFIDAVIT REGARDING E-VERIFY

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

1. The undersigned is the owner (job title) of young Plumbing and mech. INC (company name)

2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.

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

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

Paul Young
Signature

Paul YOUNG
Printed name

STATE OF INDIANA)
) SS:
COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared Paul Young and acknowledged the execution of the foregoing this 2nd day of October, 2017.

Sheila McGlothlin
Notary Public

Sheila McGlothlin
Name Printed

My Commission Expires: August 3, 2024

County of Residence: Monroe

EXHIBIT D

AFFIDAVIT REGARDING NON-COLLUSION

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

OATH AND AFFIRMATION

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

Dated this ~~Oct~~ 2nd day of Oct, 2017.

Paul Young
Signature

Paul Young
Printed name

STATE OF INDIANA)
) SS:
COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared Paul Young and acknowledged the execution of the foregoing this 2nd day of October, 2017.

Sheila McGlothlin
Notary Public

My Commission Expires: August 3, 2024

Sheila McGlothlin
Name Printed

County of Residence: Monroe

First Insurance Group, Inc.

1405 North College
Bloomington, IN 47404
Phone: 812-331-3230 Fax: 812-331-3233

MEMO

ACCOUNT NO.	OP	DATE
YOUNG-7	MT	10/02/2017

POLICY INFORMATION

POLICY #	TYPE	EFFECTIVE	EXPIRATION
	PCKG	09/30/2017	09/30/2018

Young Plumbing & Mechanical
Inc.
5171 N. Old State Rd. 37
Bloomington, IN 47408

Dear Paul **Re: City of Blmt Certificate**

Below please find the quotes that you requested:

Umbrella Policy

Quote to Increase the Umbrella limit from $2,000,000 to $5,000,000 would be an additional premium of $1,378 annually.

Workers Compensation Policy

The City Of Bloomington certificate requirements also state a waiver of subrogation would need to be added to your workers compensation policy. The cost to list the City of Bloomington to your policy would be an additional $150 annually.

Mindy Teach

FIRST AMENDMENT TO
UTILITY REIMBURSEMENT AGREEMENT FOR UNIT 3
(Showers Road)

This First Amendment ("Amendment") is entered into by and between the Indiana Department of Transportation ("INDOT") and the City of Bloomington Utilities, a municipal utility ("CBU").

WHEREAS, the Utility Reimbursement Agreement Unit 3 (Showers Road) was executed by and between ISOLUX CORSAN, a Texas limited liability company, ("ICLLC") and CBU on April 17, 2017;

WHEREAS, since the execution of the Utility Reimbursement Agreement Unit 3 (Showers Road), and pursuant to Paragraph 8(f) of the Agreement, ICLLC assigned the Utility Reimbursement Agreement Unit 3 (Showers Road) to INDOT;

WHEREAS, INDOT requires certain necessary design changes which have been approved by CBU such that the original plans which were attached to the Utility Reimbursement Agreement Unit 3 (Showers Road), marked as Exhibit "A" and by that reference incorporated therein, are no longer consistent with the proposed construction; and

WHEREAS, the parties desire to amend the Utility Reimbursement Agreement Unit 3 (Showers Road) by replacing the original plans with updated plans.

NOW, THEREFORE, in consideration of the premises contained herein, INDOT and CBU hereby amend Utility Reimbursement Agreement Unit 3 (Showers Road), as follows:

(1) Exhibit "A" of the Utility Reimbursement Agreement Unit 3 (Showers Road) is removed and replaced with Exhibit "A-1" attached hereto.

(2) Except as expressly modified by this Amendment, all terms, conditions and provisions of the Utility Reimbursement Agreement Unit 3 (Showers Road) continue in full force and effect. In the event of a conflict between the terms and conditions of the Utility Reimbursement Agreement Unit 3 (Showers Road) and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall prevail.

(3) This Amendment shall be interpreted in accordance with and governed by the laws of the State of Indiana. If any provision of this Amendment is held to be unenforceable, the other provisions will remain in full force and effect. If possible, the offending provision will be modified to the slightest degree necessary to make it enforceable, remaining as close as possible to the parties' original intent for the provision. If not possible, the offending provision will be stricken.

(4) This Amendment may be executed in one or more counterparts, each of which shall constitute an original, but all of which shall constitute one and the same instrument binding all of the Parties, notwithstanding that all of the Parties are not signatories to the same counterpart. Electronic copies of signatures constitute originals. No waiver, modification, or amendment of any term, condition, or provision of this Amendment shall be valid or have any force or effect unless made in writing and signed by each of the Parties. This Amendment shall be binding upon and inure to the benefit of the respective assigns and successors in interest of the Parties.

IN WITNESS WHEREOF, INDOT and CBU, intending to be legally bound, have executed this Amendment as of the date last entered in the signature block below.

City of Bloomington

By: _____
Sam Frank, President Dated
Utilities Service Board

Attest: _____
Vic Kelson, Director Dated
Utilities Department

_____
John Hamilton, Mayor Dated
City of Bloomington

INDOT

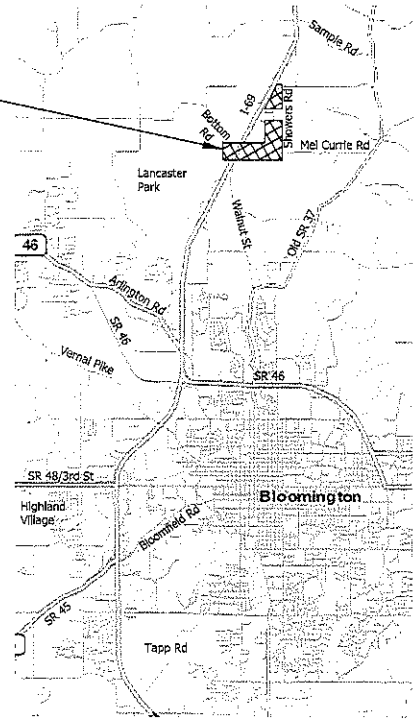
By:, _____
Name, Dated

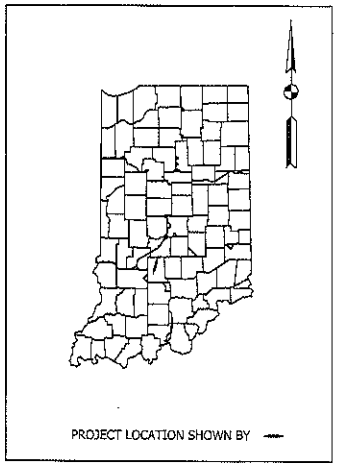
Drawing Index	
Sheet No.	Description
1	Cover Sheet
2	General Notes & Detail Sheet
3-4	Detail Sheets
5-11	Water Line "W-15"
12-13	Water Line "W-16"
14	Water Line "W-17"
15-18	Utility Access Sheets
19-21	Retire In Place Sheets

CITY OF BLOOMINGTON

UTILITY PLANS

SHOWERS ROAD
WATER RELOCATION
UNIT 3





LATITUDE:	LONGITUDE:

Scale: NTS
Location Map
Monroe County

MICHAEL P. DUFFY JR. REGISTERED No. 11400296 STATE OF INDIANA PROFESSIONAL ENGINEER
DLZ INDIANA, LLC

PLANS PREPARED BY: DLZ Indiana, LLC — 317-633-4120 PHONE NUMBER
CERTIFIED BY: [signature] — 09/27/2017 DATE
APPROVED FOR LETTING: CITY OF BLOOMINGTON — DATE

SURVEY BOOK	DWG NO.	SHEET
		1 of 21
CONTRACT	PROJECT	
	1297885	

DESIGNATION 1297885

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Exhibit "A-1"

Abbreviations

R/W	Right of Way
L.A. R/W	Limited Access Right-of-Way
A.C.L	Access Control Line
C.L.T.F.	Chain Link Type Fence
F.F.T.F.	Farm Field Type Fence
APP. P.L.	Apparent Property Line
APP. EXIST. R/W	Apparent Existing Right-of-Way
B	Beginning L.A. R/W
E	Ending L.A. R/W
N.E.P.L.	No Evidence of Property Line
P.G.	Profile Grade
N.B.	Northbound
S.B.	Southbound
O.M.L.	Operation Maintenance Limits

General Notes

1. Utilities shall be constructed per current City of Bloomington Construction Specifications and Standard Details.

2. For restraint joint calculations the EBAA Restraint Joint Calculator was used.

   Inputs into the program were:

   DUCTIL IRON PIPE AND PVC PIPE
   a. Soil Type (SM)
   b. Safety Factor (1.5)
   c. Trench Type (5)
   d. Test Pressure (200 PSI) (Ductile Iron Pipe)
   e. Test Pressure (100 PSI) (PVC Pipe)

   *Should conditions vary from assumptions listed above, contractor shall immediately notify the engineer

3. Water mains shall be Polywrapped Ductile Iron Pipe

4. Provide separation of water mains from sanitary sewers, storm sewers, or potential sources of contamination in accordance with 327 IAC Article 8. Should the contractor determine these requirements cannot be met, the owner, City of Bloomington Utilities (CBU) and Engineer shall be notified immediately for further direction.

5. All valves shall be operated by CBU unless permission is specifically granted in writing.

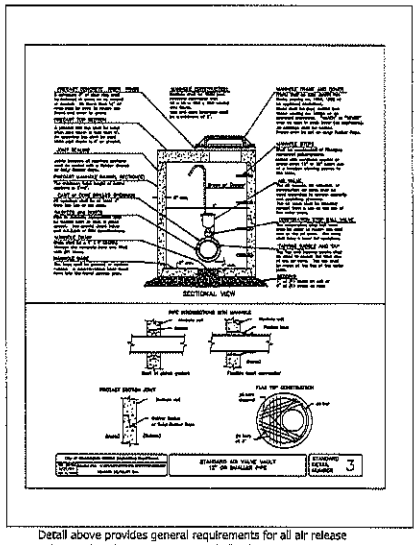
6. Proposed water main locations are approximate only in that existing utilities or other obstacles may affect the exact alignment and profile of the water main. Utilities, contour changes or other obstacles may increase or decrease this depth accordingly. Water main horizontal and vertical changes are subject to CBU approval. Do not exceed pipe manufacturers maximum recommended pipe deflection angle.

7. The trench shall be safely opened sufficiently ahead of pipe laying to reveal potential obstructions. The trench shall be properly protected and/or barricaded in accordance with OSHA requirements.

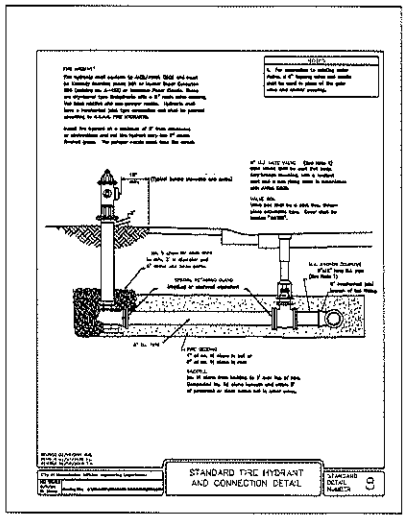
8. The contractor shall coordinate with the City of Bloomington for their forces to install the new water meter pits, setters and new water meters.

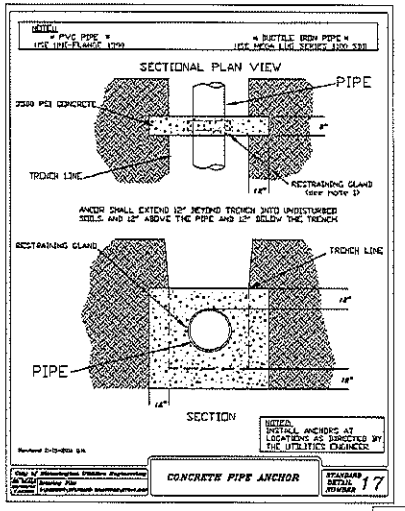
9. The contractor shall be responsible for all tests for leakage, infiltration, and deflection as established by CBU. Any sections of water main not passing said tests for acceptance shall be repaired or replaced by the contractor.

10. Coordinate work with CBU, all other contractors, and utilities performing work in the area prior to construction.



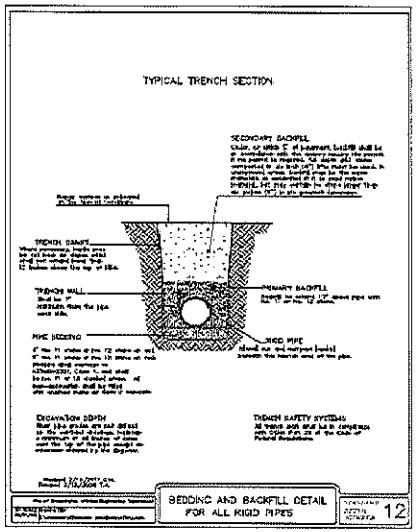
Detail above provides general requirements for all air release valves and vaults. The contractor shall submit shop drawings for air release, air vacuum or combination air release valves, as well as valve vaults for each air release valve and vault location to CBU and the engineer for review and approval prior to ordering materials. Valves shall be sized according to system capacity and operating pressure. Contact CBU for additional information.





Sequence of Waterline Tie-In Connection

Wet Tap Connections
1. Install Wet Tap and Valve
2. Install Line Stop(s) and Blind Flange
3. Connect to New Waterline



Revisions

Date	Sheet No.	Description

MICHAEL P. DUFFY JR. REGISTERED 11400206 STATE OF INDIANA PROFESSIONAL ENGINEER

DLZ INDIANA, LLC

RECOMMENDED FOR APPROVAL — DESIGN ENGINEER — DATE 03/14/2017

DESIGNED: AAJ 03/17 — DRAWN: AAJ 03/17

CHECKED: MPD 03/17 — CHECKED: MPD 03/17

INDIANA DEPARTMENT OF TRANSPORTATION

GENERAL NOTES AND DETAIL SHEET

SCALE	BRIDGE FILE
	DESIGNATION 1297885
SURVEY BOOK	DWG NO. / SHEET 2 of 21
CONTRACT	PROJECT 1297885

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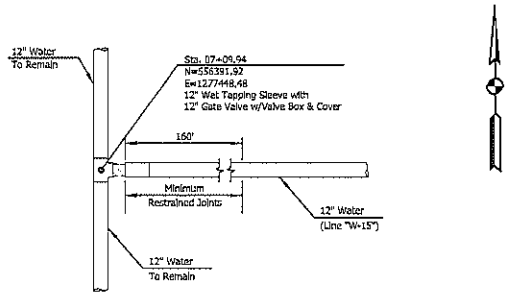
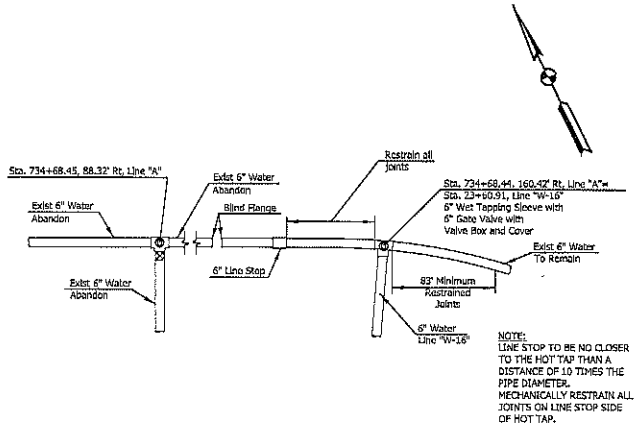


WATER LINE TIE-IN CONNECTION

LINE "W-15"

DETAIL 1

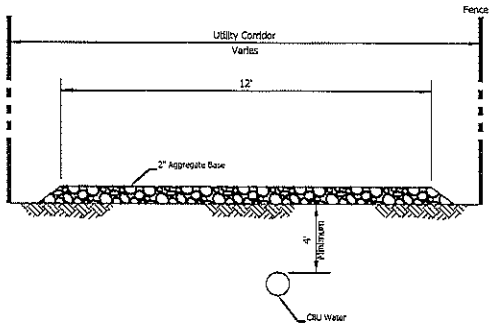


NOTE:
LINE STOP TO BE NO CLOSER TO THE HOT TAP THAN A DISTANCE OF 10 TIMES THE PIPE DIAMETER. MECHANICALLY RESTRAIN ALL JOINTS ON LINE STOP SIDE OF HOT TAP.

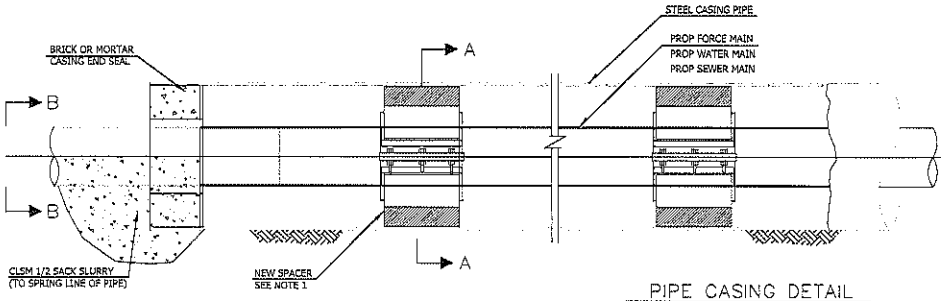
WATER LINE TIE-IN CONNECTIONS

LINE "W-14"
LINE "W-16"

DETAIL 3

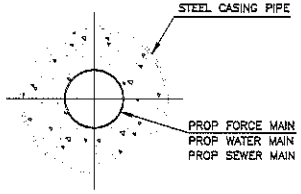


UTILITY ACCESS CORRIDOR

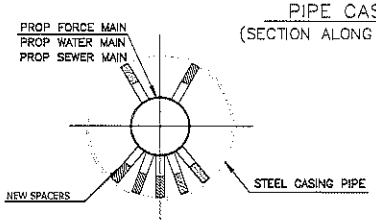


PIPE CASING DETAIL

(SECTION ALONG CENTERLINE OF PIPE)



SECTION B--B



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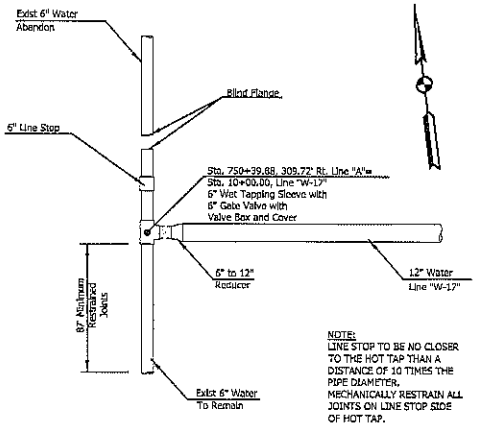
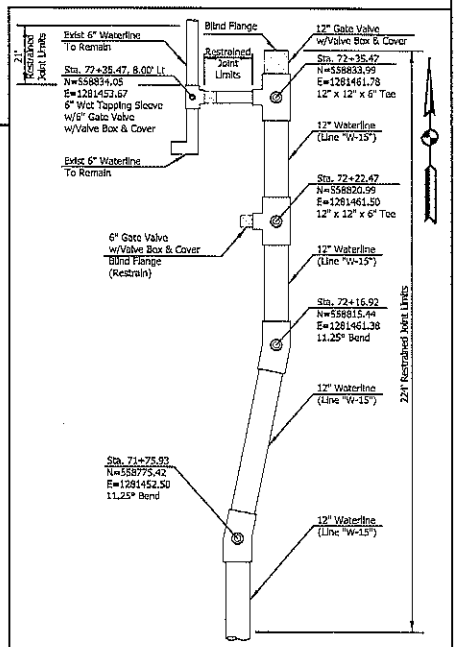


NOTE:
LINE STOP TO BE NO CLOSER TO THE HOT TAP THAN A DISTANCE OF 10 TIMES THE PIPE DIAMETER. MECHANICALLY RESTRAIN ALL JOINTS ON LINE STOP SIDE OF HOT TAP.

WATER LINE TIE-IN CONNECTION

LINE "W-17"

DETAIL 4



WATER LINE TIE-IN CONNECTION

LINE "W-15"

DETAIL 2

MICHAEL P. DUFF JR.
REGISTERED
No. 11-40096
STATE OF INDIANA
PROFESSIONAL ENGINEER

DLZ INDIANA, LLC

RECOMMENDED FOR APPROVAL	DESIGN ENGINEER	03/14/2017 DATE	INDIANA DEPARTMENT OF TRANSPORTATION
DESIGNED: AAJ 03/17	DRAWN: AAJ 03/17		DETAIL SHEET
CHECKED: MPD 03/17	CHECKED: MPD 03/17		

SCALE	BRIDGE FILE	
	DESIGNATION	
SURVEY BOOK	DWG NO.	SHEET 7 of 21
CONTRACT	PROJECT 1297885	

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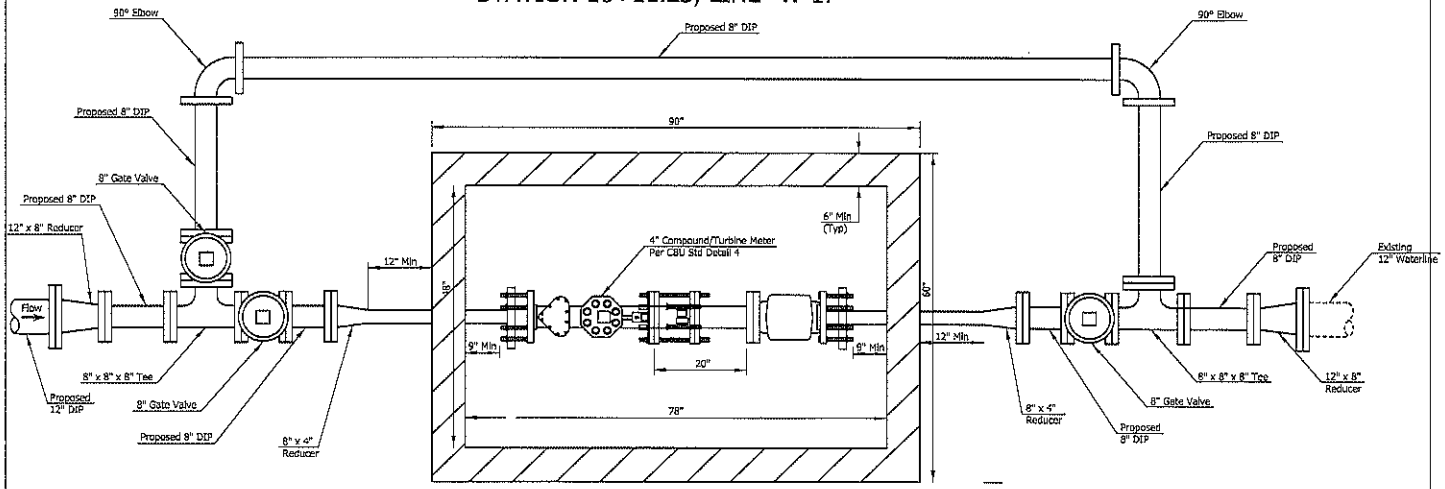
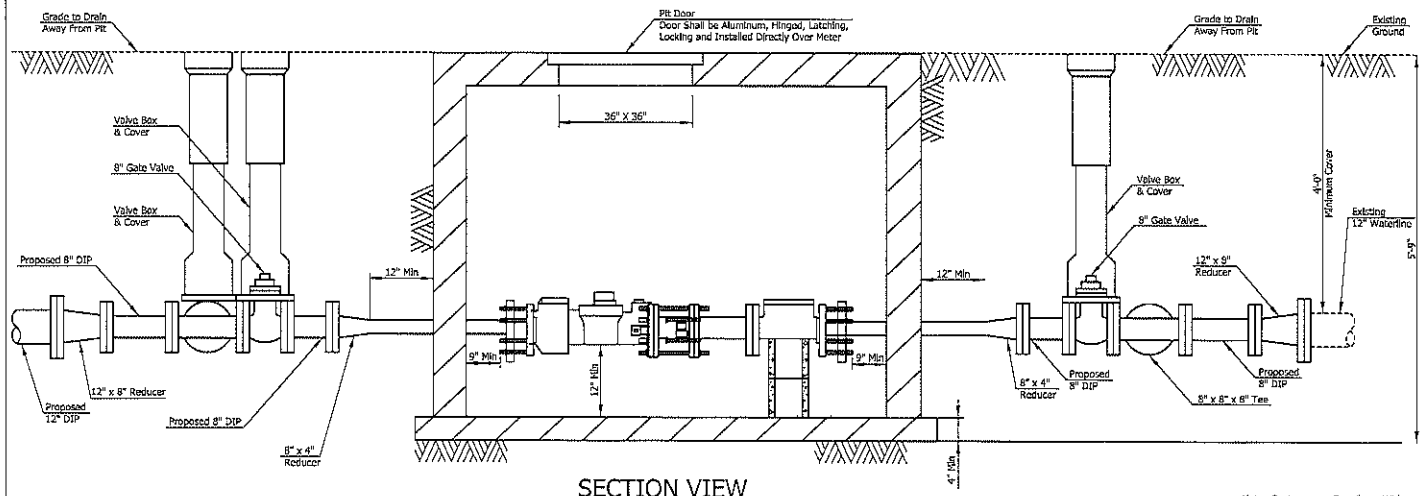
STATION 16+11.23, LINE "W-17"



PLAN VIEW

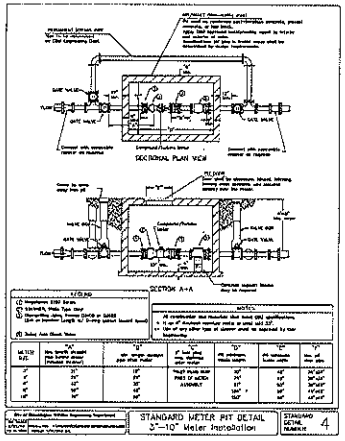
N.T.S.



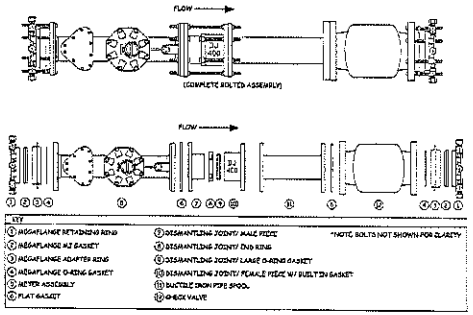
SECTION VIEW

N.T.S.

Note: Contractor to Coordinate With CBU When Installing Water Meter, Vault & By-Pass



CBU STANDARD METER ASSY. EXPLODED VIEW



DETAIL 5

DLZ INDIANA, LLC

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CHECKED: MPD 03/17	CHECKED: MPD 03/17		CONTRACT / PROJECT 1297885

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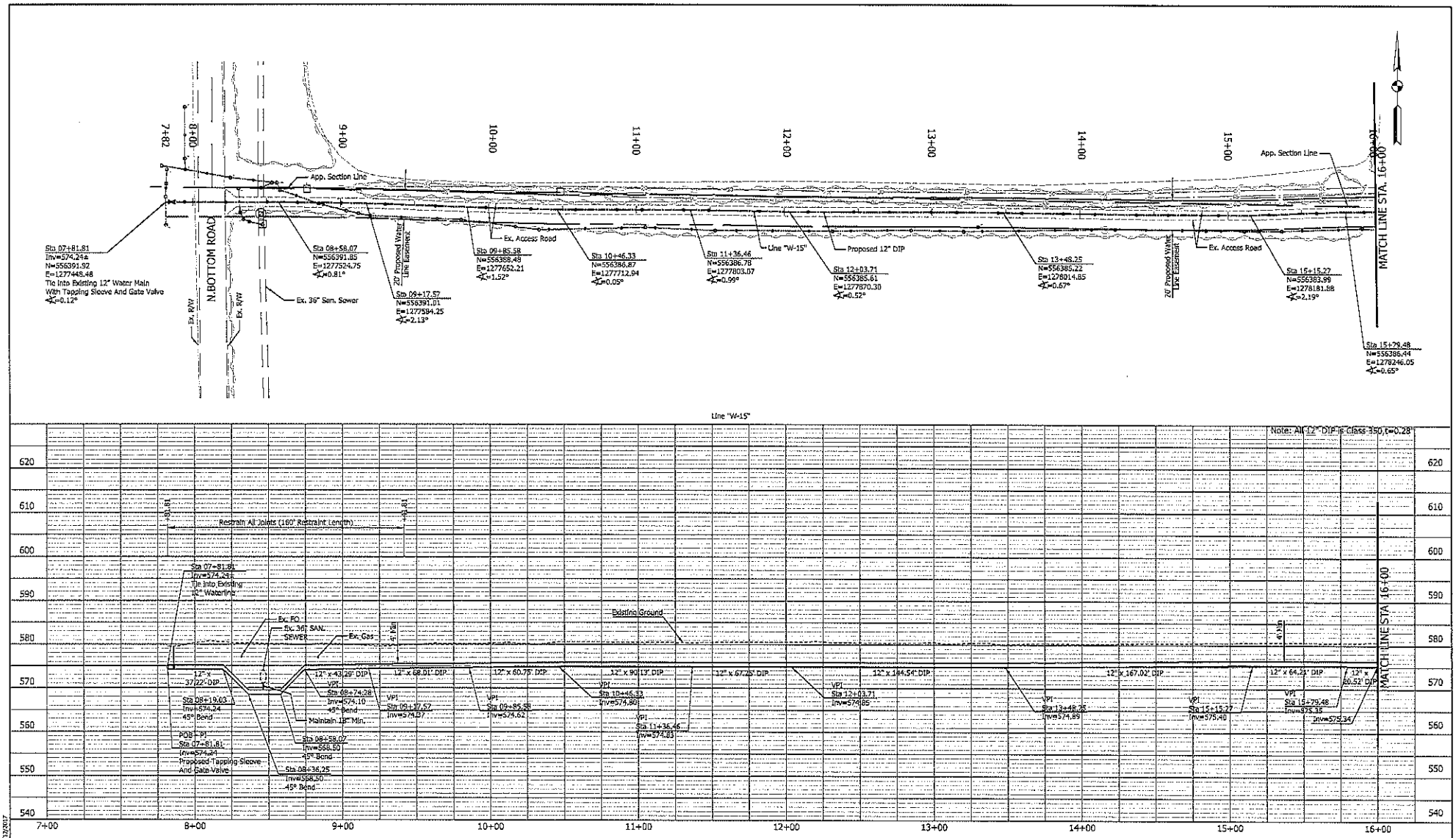

MICHAEL P. DUFFY JR. REGISTERED No. 11400296 STATE OF INDIANA PROFESSIONAL ENGINEER

DLZ INDIANA, LLC

RECOMMENDED FOR APPROVAL: Michael P. Duffy Jr. — DESIGN ENGINEER	DATE 03/14/2017	INDIANA DEPARTMENT OF TRANSPORTATION	SCALE 1"=20' / VERTICAL SCALE 1"=10'
DESIGNED: AAJ 03/17	DRAWN: AAJ 03/17	PLAN AND PROFILE WATER MAIN	BRIDGE FILE / DESIGNATION 1297885
CHECKED: MPD 03/17	CHECKED: MPD 03/17		SURVEY BOOK / DWG NO. / SHEET 4-1 of 21
			CONTRACT / PROJECT 1297885

Plotted By: aj.vigermann 5/12/2017

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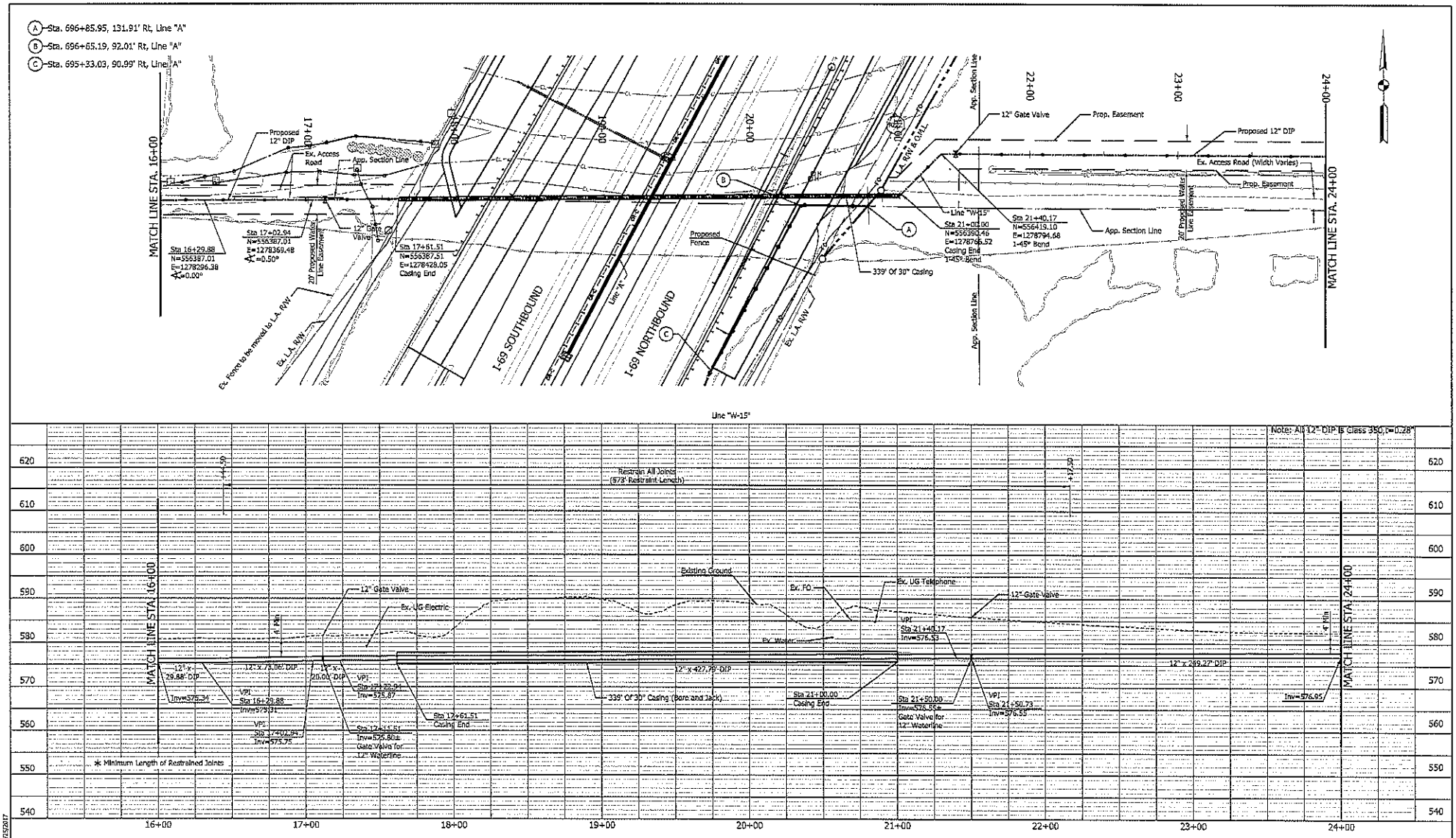

MICHAEL P. DUFFY JR. REGISTERED No. 11400298 STATE OF INDIANA PROFESSIONAL ENGINEER

DLZ INDIANA, LLC

RECOMMENDED FOR APPROVAL	DESIGN ENGINEER	09/27/2017 DATE	
DESIGNED: AAJ 03/17	DRAWN: AAJ 03/17		
CHECKED: MPD 03/17	CHECKED: MPD 03/17		

INDIANA
DEPARTMENT OF TRANSPORTATION

PLAN AND PROFILE
WATER MAIN

SCALE 1"=30'	BRIDGE FILE
VERTICAL SCALE 1"=10'	DESIGNATION 1297885
SURVEY BOOK	DWG NO. / SHEET 5A of 21
CONTRACT	PROJECT 1297885

Plotted By: ajungerman 9/25/2017

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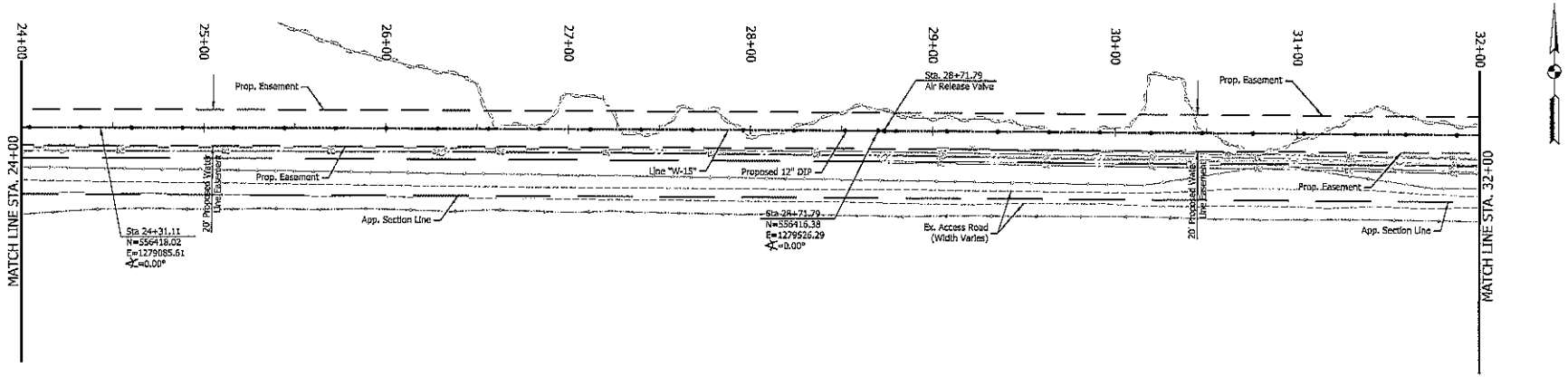

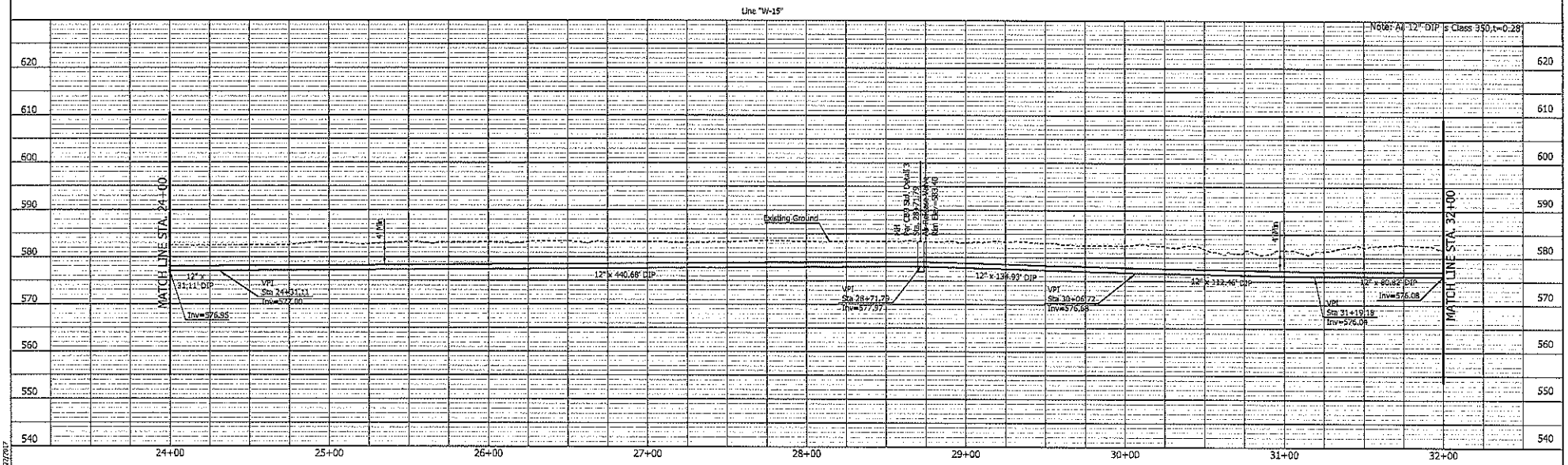

MICHAEL P. DUFFY JR. REGISTERED No. 114000266 STATE OF INDIANA PROFESSIONAL ENGINEER

DLZ INDIANA, LLC

RECOMMENDED FOR APPROVAL: Michael P. Duffy Jr. — DESIGN ENGINEER	DATE: 09/27/2017	INDIANA DEPARTMENT OF TRANSPORTATION	SCALE: 1"=20' / VERTICAL SCALE: 1"=10'
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CHECKED: MPD 03/17	CHECKED: MPD 03/17		

BRIDGE FILE / DESIGNATION: 1297885
DWG NO. / SHEET: 6 of 21
PROJECT: 1297885

Plotted By: aaj

9/27/2017

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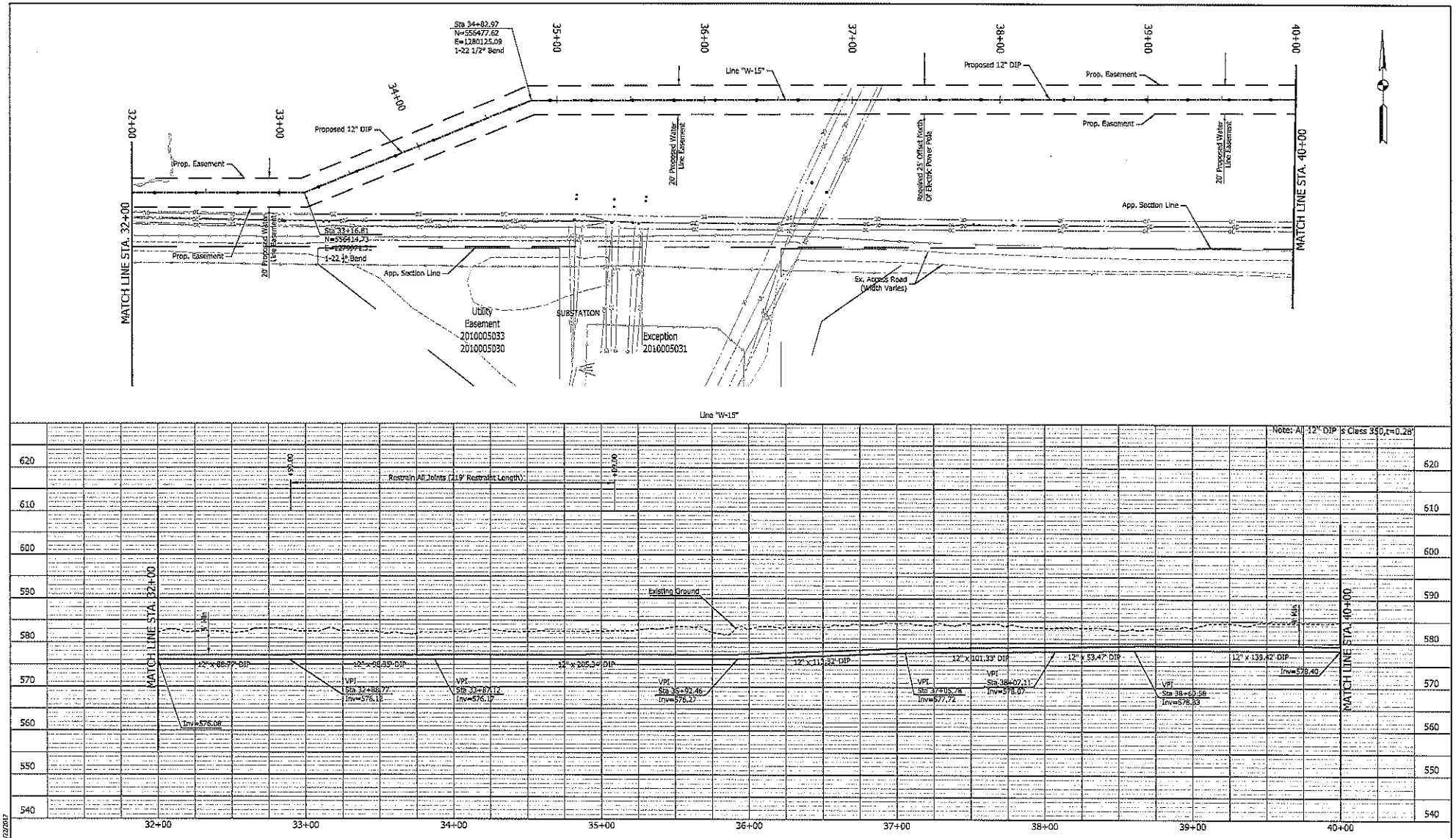

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CHECKED: MPD 03/17	CHECKED: MPD 03/17		

MICHAEL P. DUFFY JR. REGISTERED No. 11400289 STATE OF INDIANA PROFESSIONAL ENGINEER

DLZ INDIANA, LLC

SCALE	BRIDGE FILE
1"=30'	
VERTICAL SCALE	DESIGNATION
1"=10'	1297885
SURVEY BOOK	DWG NO. / SHEET
	7 of 21
CONTRACT	PROJECT
	1297885

Plotted By: ajungmann 8/22/2017

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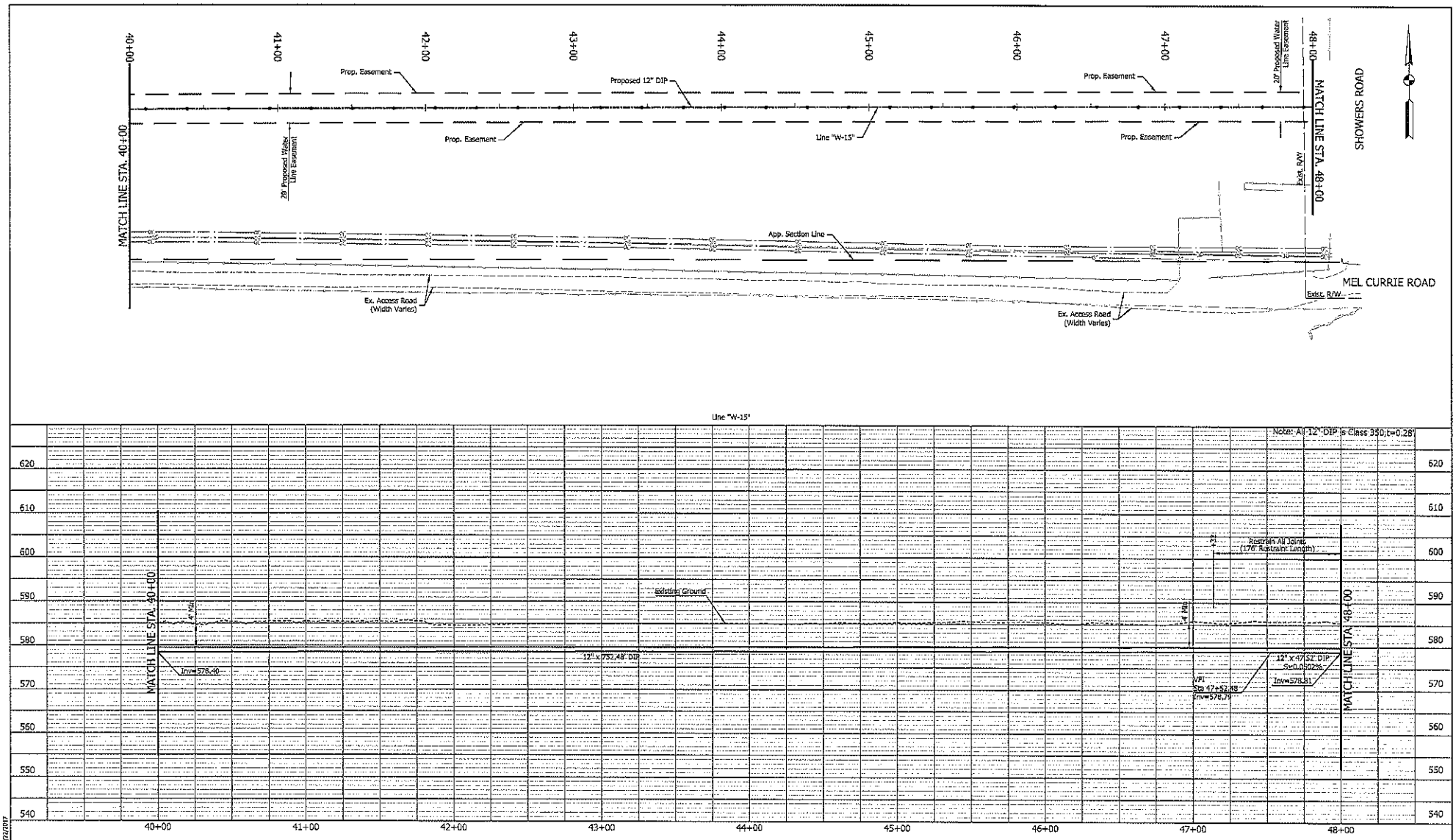


MICHAEL P. DUFFY JR. REGISTERED No. 11400296 STATE OF INDIANA PROFESSIONAL ENGINEER

DLZ INDIANA, LLC

RECOMMENDED FOR APPROVAL	DESIGN ENGINEER	09/27/2017 DATE	
DESIGNED: AAJ 03/17	DRAWN: AAJ 03/17		
CHECKED: MPD 03/17	CHECKED: MPD 03/17		

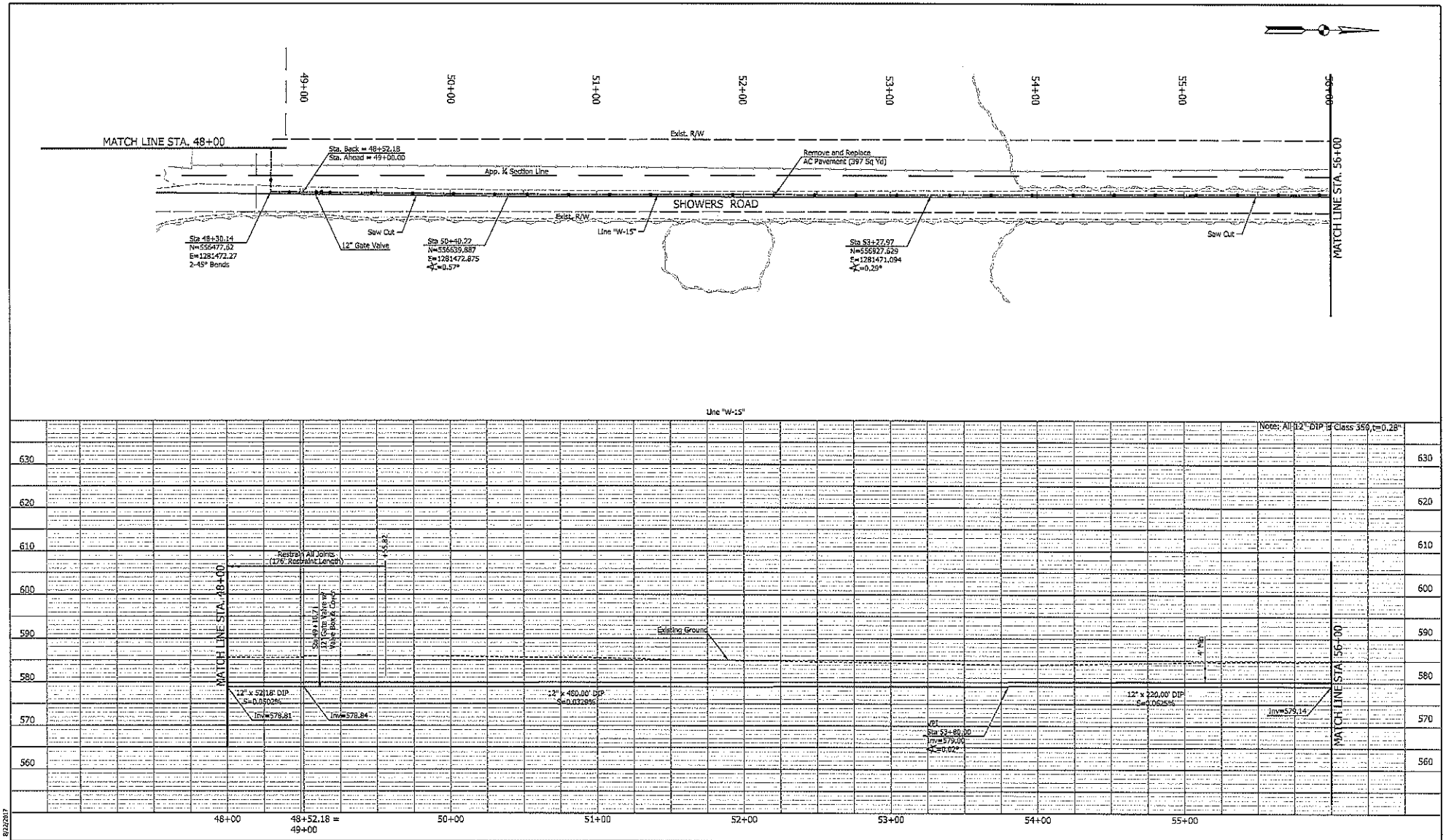
INDIANA
DEPARTMENT OF TRANSPORTATION

PLAN AND PROFILE
WATER MAIN

SCALE 1"=30'	BRIDGE FILE
VERTICAL SCALE 1"=10'	DESIGNATION 1297885
SURVEY BOOK	DWG NO. / SHEET 8 of 21
CONTRACT	PROJECT 1297885

Plotted By: aJungerman 8/22/2017

pw:\\PW1.dlzcorp.com:DLZ\Documents\Projects\ 2016\ 1663\ 1082.70\DLZ-I69\SHEETS\Utilities\DU04 thru 06 (Packet 3)\ 1297885-UT-S-PP87.dgn



MICHAEL P. DUFFY JR. REGISTERED No. 11-00296 STATE OF INDIANA PROFESSIONAL ENGINEER

DLZ INDIANA, LLC

RECOMMENDED FOR APPROVAL	DESIGN ENGINEER	08/27/2017 DATE	
DESIGNED: AAJ 03/17	DRAWN: AAJ 03/17		
CHECKED: MPD 03/17	CHECKED: MPD 03/17		

INDIANA
DEPARTMENT OF TRANSPORTATION

PLAN AND PROFILE
WATER MAIN

SCALE 1"=30'		BRIDGE FILE	
VERTICAL SCALE 1"=10'		DESIGNATION 1297885	
SURVEY BOOK	DWG NO.	SHEET 9 of 21	
CONTRACT		PROJECT 1297885	

Plotted By: aJsargarman 8/22/2017

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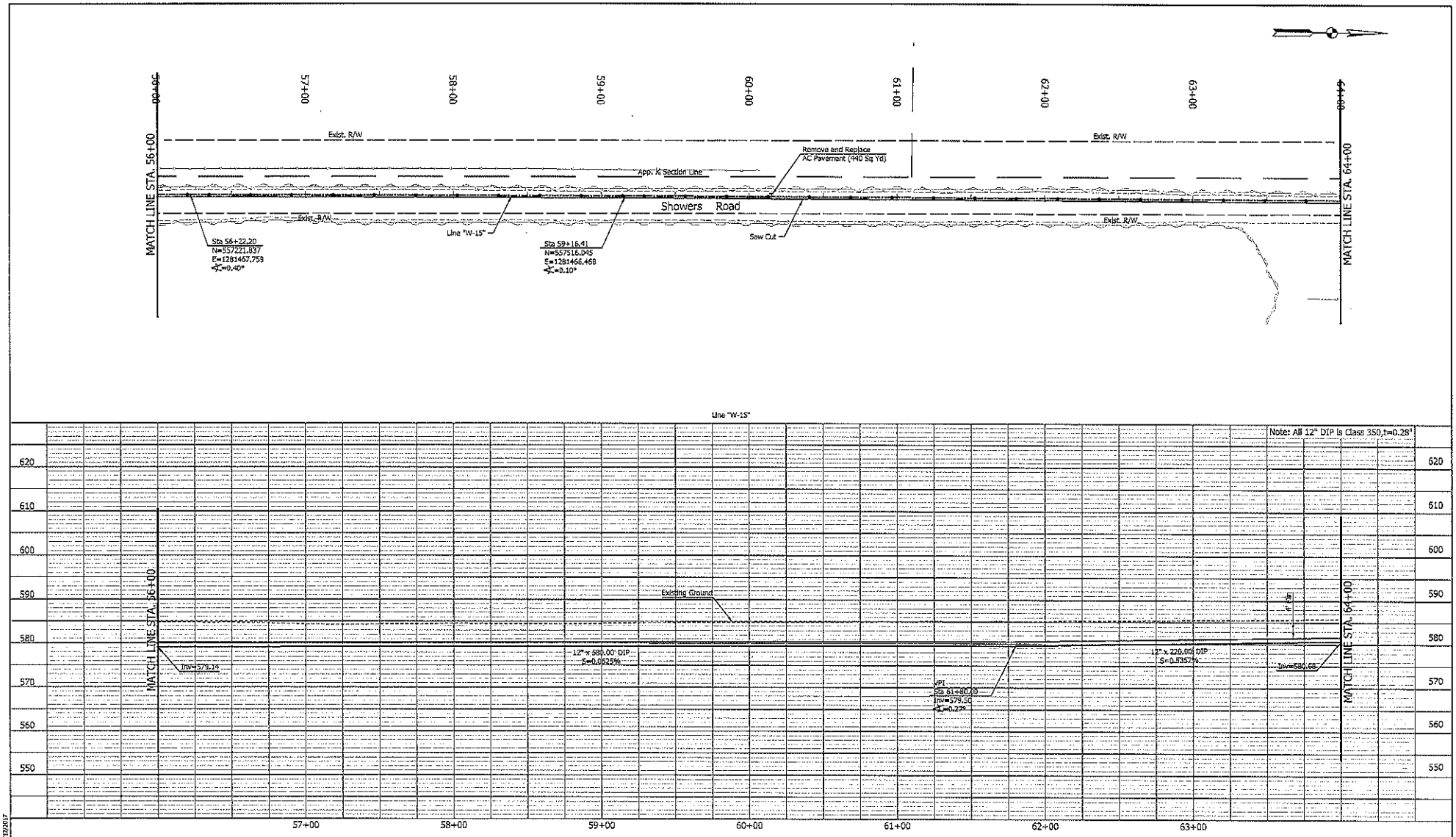


MICHAEL P. DUFFY JR.
REGISTERED
No. 11400295
STATE OF INDIANA
PROFESSIONAL ENGINEER

DLZ INDIANA, LLC

RECOMMENDED FOR APPROVAL	[signature] DESIGN ENGINEER	03/14/2017 DATE	
DESIGNED: AAJ 03/17	DRAWN: AAJ 03/17		
CHECKED: MPD 03/17	CHECKED: MPD 03/17		

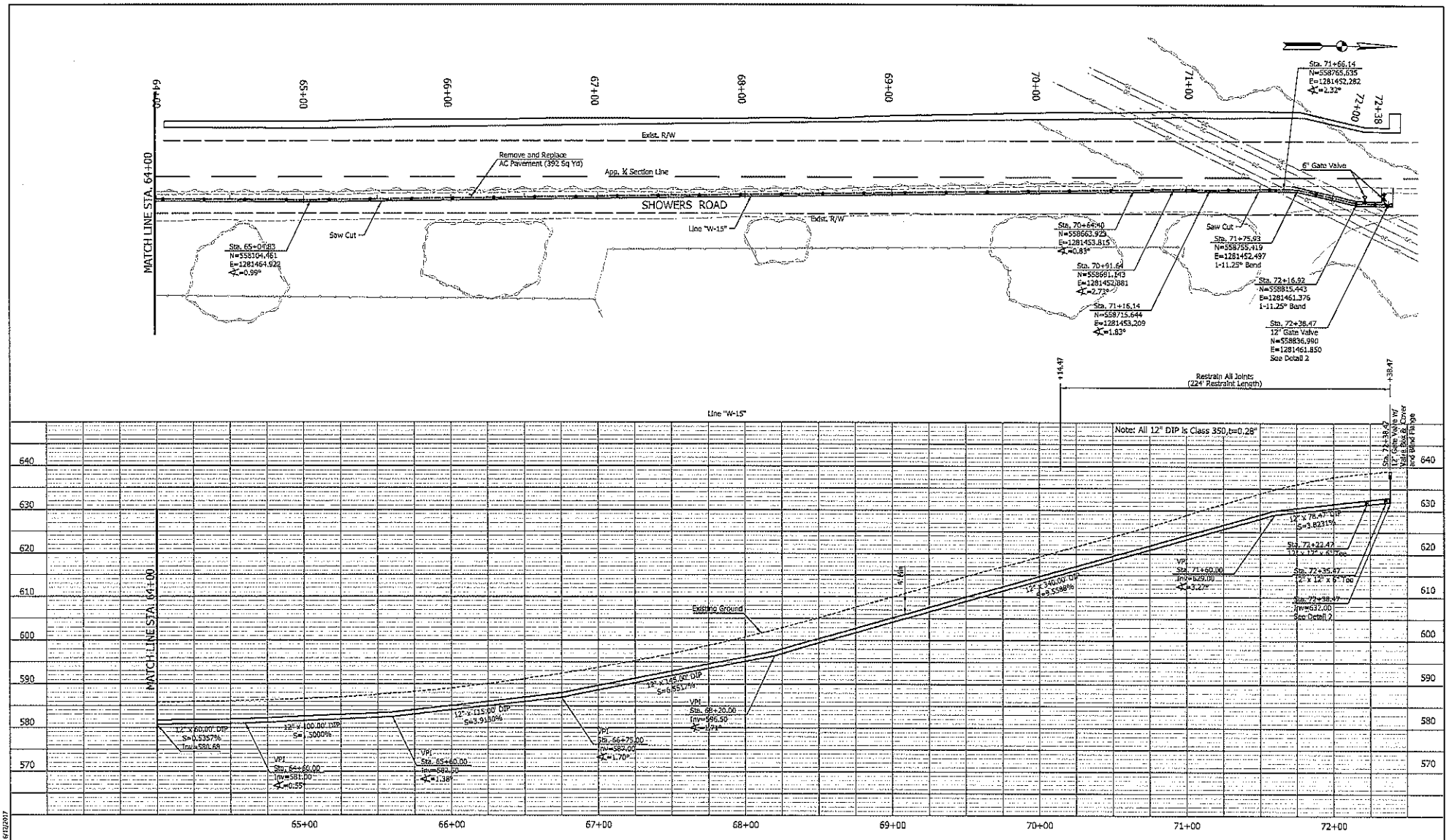
INDIANA
DEPARTMENT OF TRANSPORTATION

PLAN AND PROFILE
WATER MAIN

SCALE 1"=30'	BRIDGE FILE
VERTICAL SCALE 1"=10'	DESIGNATION 1297885
SURVEY BOOK	DWG NO. / SHEET 10 of 21
CONTRACT	PROJECT 1297885

Plotted By: sjungemann 6/12/2017

sw:\PW1.plxcorp.com:DLZ\Documents\Projects\ 2016\ 1663\ 1082.70\DLZ-169\SHEETS\Utilities\DU04 thru 06 (Packet 3)\ 1297885-UT-S-PP89.dgn



Plotted By: s:\rgrymann 6/12/2017

MICHAEL P. DUFFY JR. REGISTERED No. 11400020 STATE OF INDIANA PROFESSIONAL ENGINEER

DLZ INDIANA, LLC

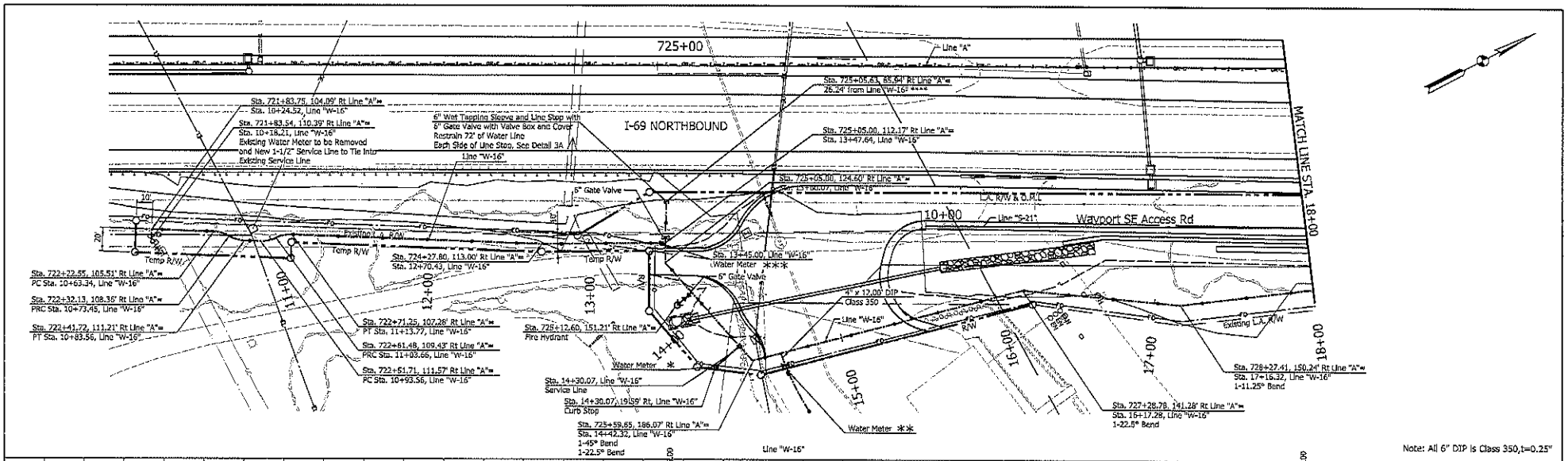
RECOMMENDED FOR APPROVAL	[signature] DESIGN ENGINEER	03/14/2017 DATE	
DESIGNED: AAJ 03/17	DRAWN: AAJ 03/17		
CHECKED: MPD 03/17	CHECKED: MPD 03/17		

INDIANA
DEPARTMENT OF TRANSPORTATION

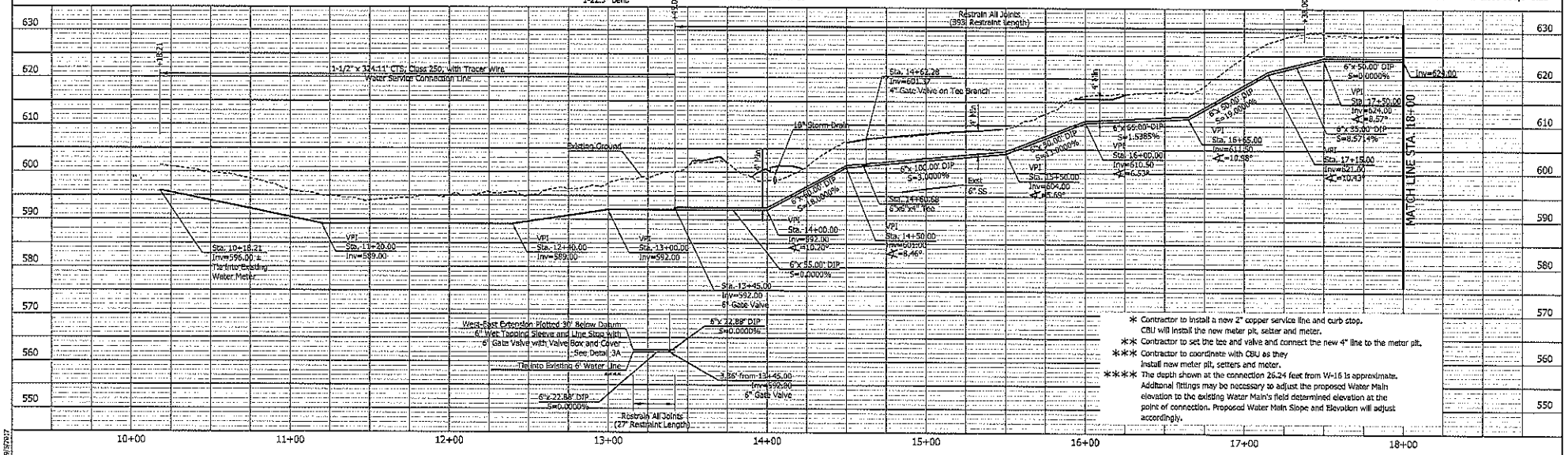
PLAN AND PROFILE
WATER MAIN

SCALE 1"=30'	BRIDGE FILE
VERTICAL SCALE 1"=10'	DESIGNATION 1297885
SURVEY BOOK	DWG NO. / SHEET 11 of 21
CONTRACT	PROJECT 1297885

pw:\\PW1.dlzcorp.com:DLZ\Documents\Projects\ 2016\ 1663\ 1082.70\DLZ-169\SHEETS\Utilities\DUD4 thru 06 (Packet 3)\ 1297885-UT-S-PP90.dgn



Note: All 6" DIP is Class 350, t=0.25"



* Contractor to install a new 2" copper service line and curb stop. CBU will install the new meter pit, setter and meter.

** Contractor to set the tee and valve and connect the new 4" line to the meter pit.

*** Contractor to coordinate with CBU as they install new meter pit, setters and meter.

**** The depth shown at the connection 26.24 feet from W-16 is approximate. Additional fittings may be necessary to adjust the proposed Water Main elevation to the existing Water Main's field determined elevation at the point of connection. Proposed Water Main Slope and Elevation will adjust accordingly.

MICHAEL P. DUFFY
REGISTERED
No. 11400226
STATE OF INDIANA
PROFESSIONAL ENGINEER

DLZ INDIANA, LLC

RECOMMENDED FOR APPROVAL — DESIGN ENGINEER	DATE 08/16/2017	INDIANA DEPARTMENT OF TRANSPORTATION	SCALE 1"=30' / VERTICAL SCALE 1"=10'
DESIGNED: AAJ 03/17	DRAWN: AAJ 03/17	PLAN AND PROFILE WATER MAIN	SURVEY BOOK / CONTRACT
CHECKED: MPD 03/17	CHECKED: MPD 03/17		BRIDGE FILE / DESIGNATION 1297885 / DWG NO. / SHEET 12A of 21 / PROJECT 1297885

Plotted By: aajackman 9/5/2017

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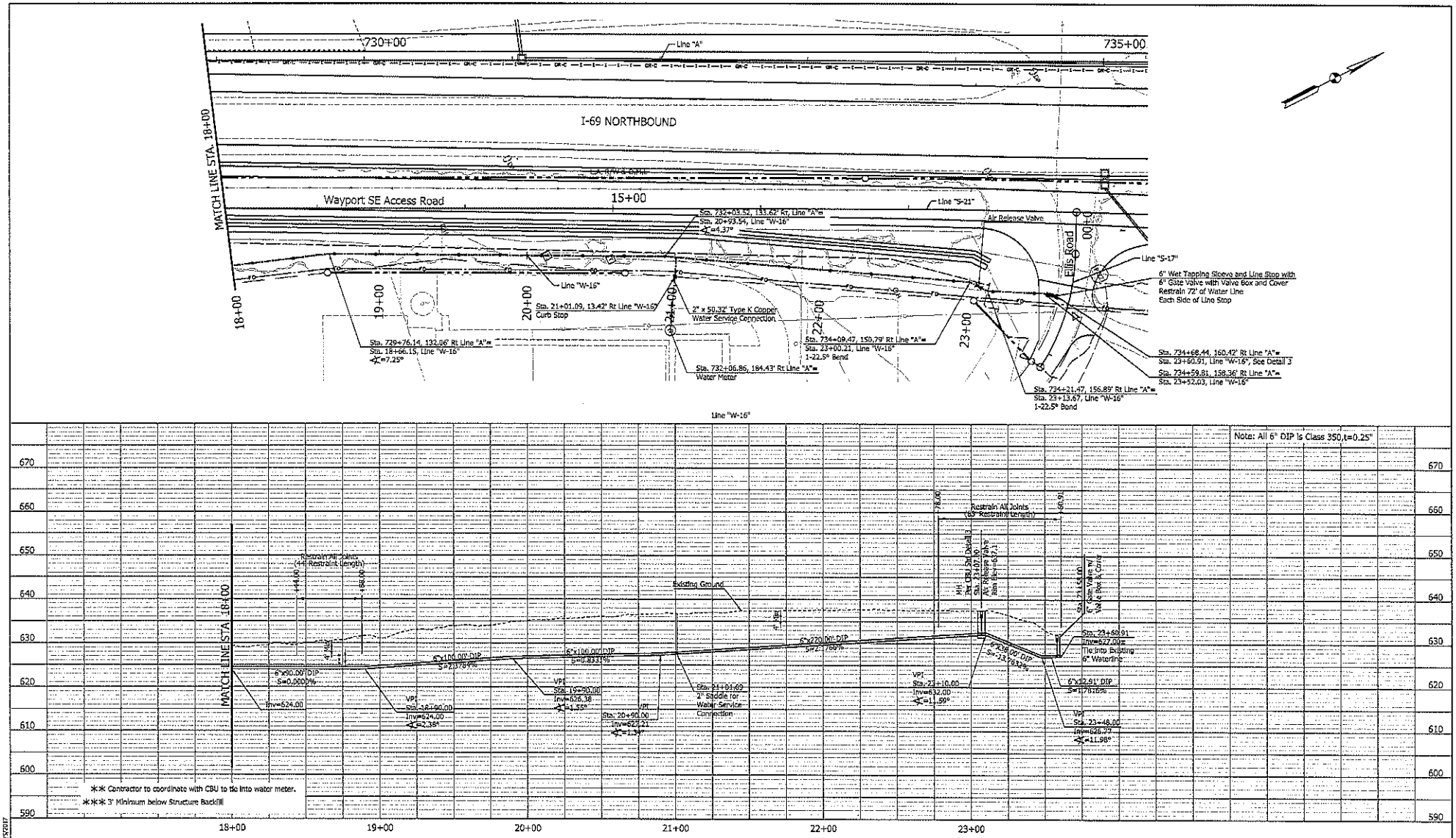

MICHAEL P. DUFFY JR. REGISTERED No. 11400295 STATE OF INDIANA PROFESSIONAL ENGINEER

DLZ INDIANA, LLC

RECOMMENDED FOR APPROVAL	DESIGN ENGINEER	08/16/2017 DATE	
DESIGNED: AAJ 03/17	DRAWN: AAJ 03/17		
CHECKED: MPD 03/17	CHECKED: MPD 03/17		

INDIANA
DEPARTMENT OF TRANSPORTATION

PLAN AND PROFILE
WATER MAIN

SCALE 1"=30'	BRIDGE FILE	
VERTICAL SCALE 1"=10'	DESIGNATION 1297885	
SURVEY BOOK	DWG NO.	SHEET 13A of 21
CONTRACT	PROJECT 1297885	

Plotted By: ajungermann 9/5/2017

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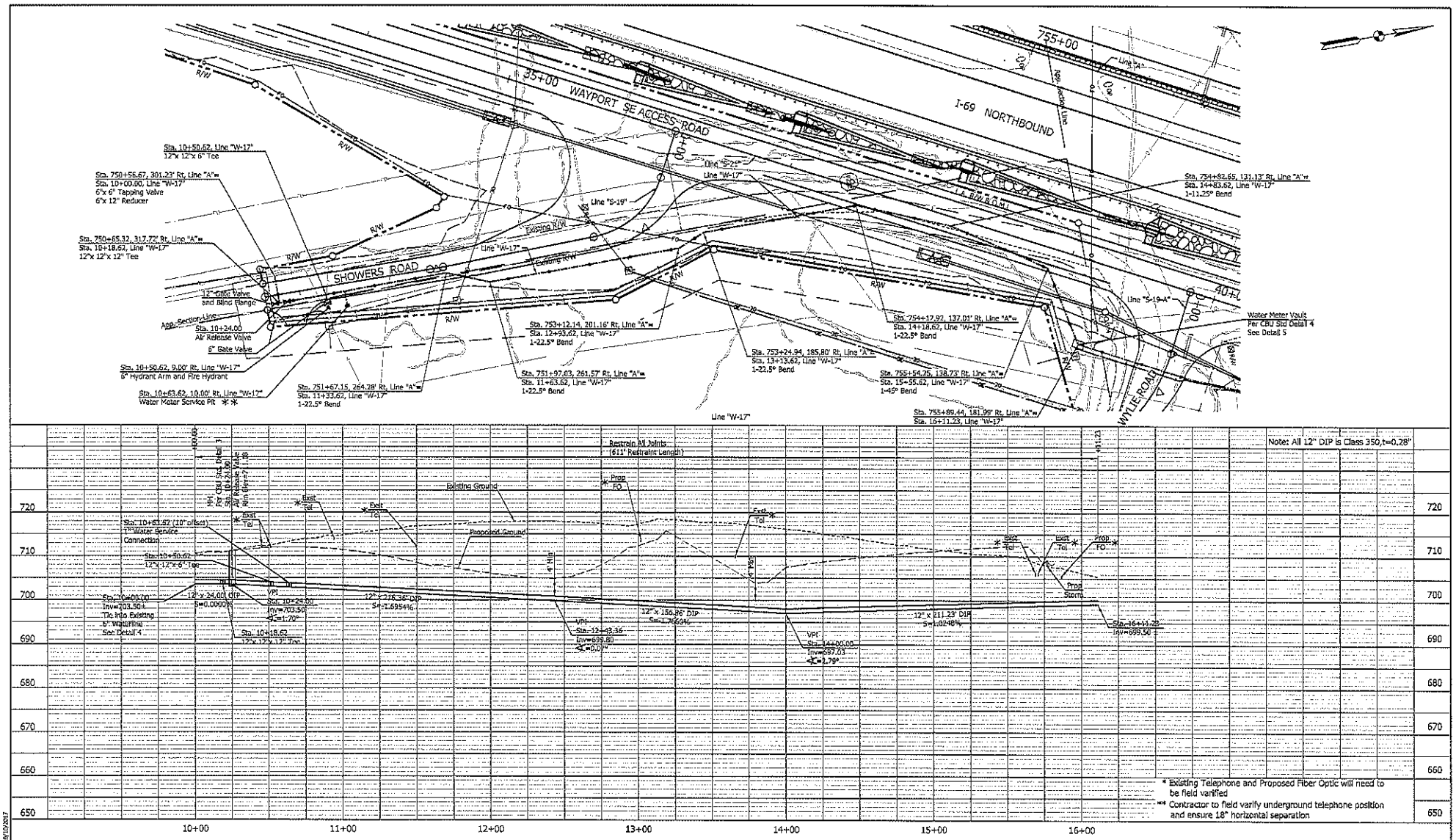

MICHAEL P. DUFFY JR. REGISTERED No. 11400296 STATE OF INDIANA PROFESSIONAL ENGINEER

DLZ INDIANA, LLC

RECOMMENDED FOR APPROVAL	DESIGN ENGINEER	DATE	09/27/2017
DESIGNED: AAJ 03/17	DRAWN: AAJ 03/17		
CHECKED: MPD 03/17	CHECKED: MPD 03/17		

INDIANA
DEPARTMENT OF TRANSPORTATION

PLAN AND PROFILE
WATER MAIN

SCALE 1"=30'	BRIDGE FILE	
VERTICAL SCALE 1"=10'	DESIGNATION 1297885	
SURVEY BOOK	DWG NO.	SHEET 14A of 21
CONTRACT	PROJECT 1297885	

Plotted By: sjcrgesmann 10/10/2017

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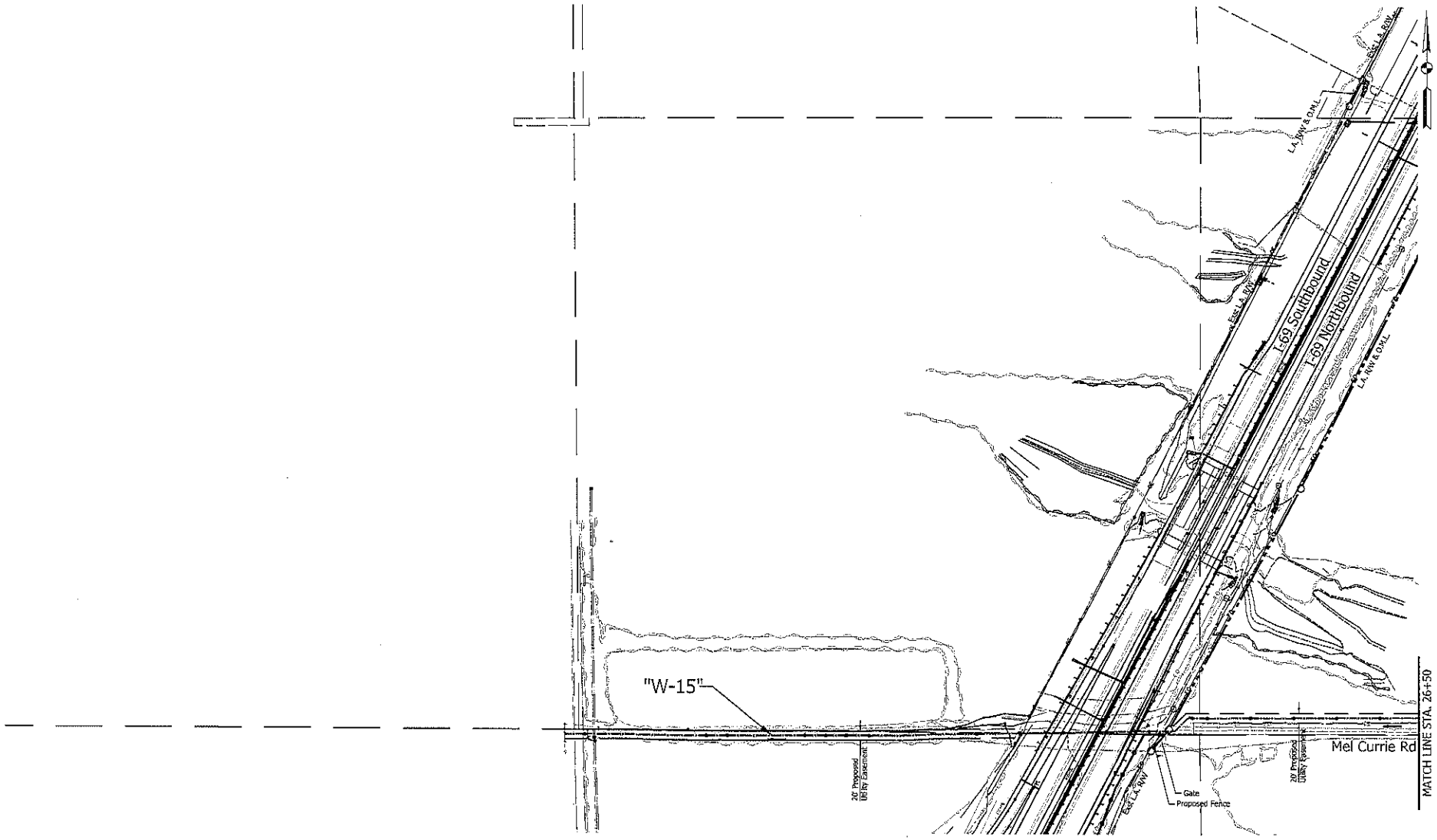

MICHAEL P. DUFFY JR. REGISTERED No. 11400295 STATE OF INDIANA PROFESSIONAL ENGINEER

DLZ INDIANA, LLC

RECOMMENDED FOR APPROVAL	DESIGN ENGINEER	08/27/2017 DATE	
DESIGNED: AAJ 03/17	DRAWN: AAJ 03/17		
CHECKED: MPD 03/17	CHECKED: MPD 03/17		

INDIANA
DEPARTMENT OF TRANSPORTATION

WATERLINE W-15
UTILITY ACCESS

SCALE	BRIDGE FILE	
VERTICAL SCALE	DESIGNATION 1297885	
SURVEY BOOK	DWG NO.	SHEET 15A of 21
CONTRACT	PROJECT 1297885	

Plotted By: ajsingleman 9/28/2017

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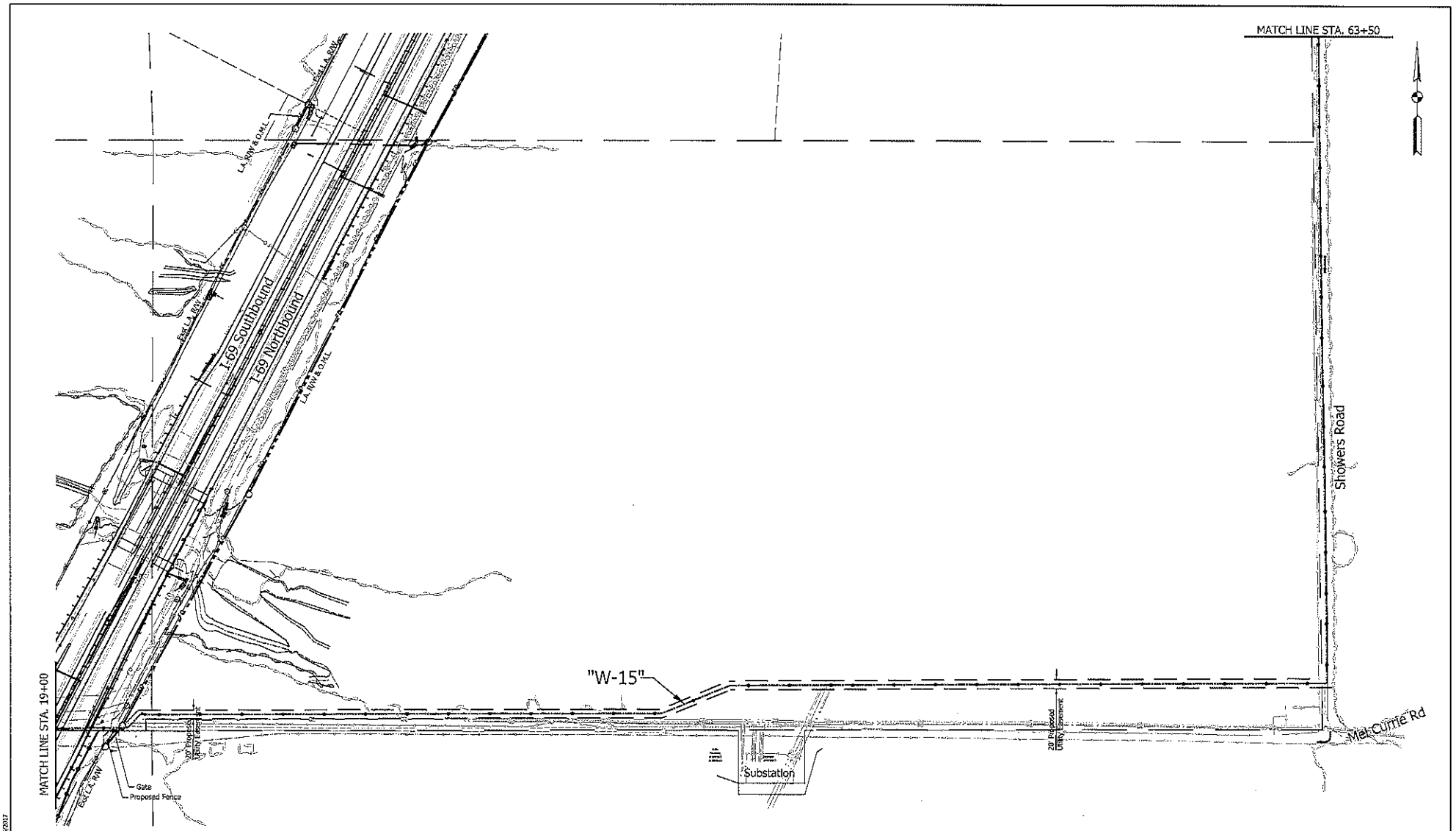

DLZ INDIANA, LLC

RECOMMENDED FOR APPROVAL	DESIGN ENGINEER	09/27/2017 DATE	
DESIGNED: AAJ 03/17	DRAWN: AAJ 03/17		
CHECKED: MPD 03/17	CHECKED: MPD 03/17		

INDIANA
DEPARTMENT OF TRANSPORTATION

WATERLINE W-15
UTILITY ACCESS

SCALE	BRIDGE FILE	
VERTICAL SCALE	DESIGNATION	
	1297885	
SURVEY BOOK	DWG NO.	SHEET
		16A of 21
CONTRACT	PROJECT	
	1297885	

Plotted By: aJungerman 9/25/2017

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RECOMMENDED FOR APPROVAL	03/14/2017 DESIGN ENGINEER DATE	INDIANA DEPARTMENT OF TRANSPORTATION	SCALE / BRIDGE FILE
DESIGNED: AAJ 03/17	DRAWN: AAJ 03/17	WATERLINE W-15 WATERLINE W-16 UTILITY ACCESS	VERTICAL SCALE / DESIGNATION 1297885
CHECKED: MPD 03/17	CHECKED: MPD 03/17		SURVEY BOOK / DWG NO. / SHEET 17 of 21
			CONTRACT / PROJECT 1297885

MICHAEL P. DUFFY JR. REGISTERED No. 11400296 STATE OF INDIANA PROFESSIONAL ENGINEER

DLZ INDIANA, LLC

Plotted By: a.jurgensen 6/12/2017

pw:\\PW1.dlzcorp.com:DLZ\Documents\Projects\ 2016\ 1663\ 1082.70\DLZ-I69\SHEETS\Utilities\DU04 thru 06 (Packet 3)\ 1297885-RD-S-UTIL_Access_W-15_02.dgn

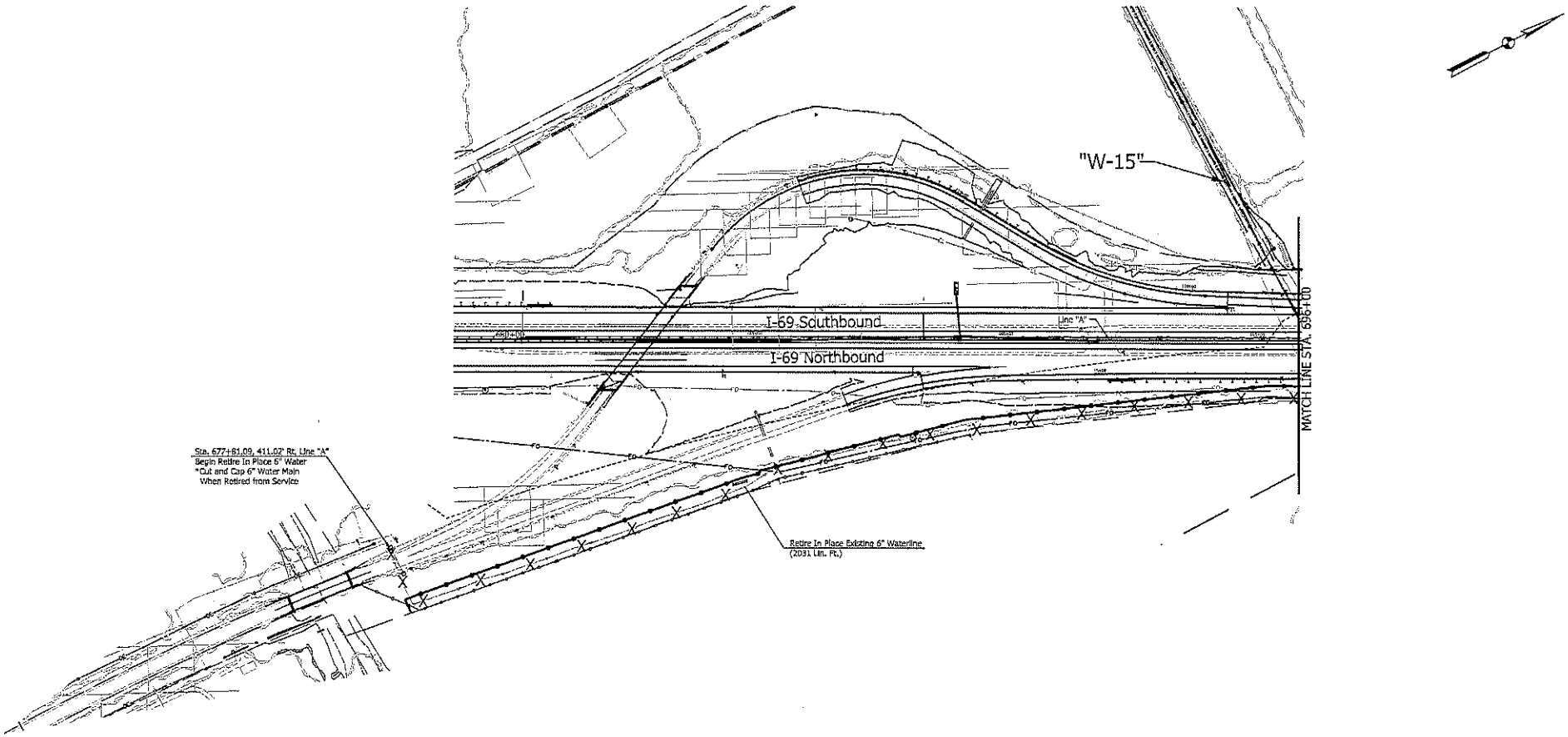
RECOMMENDED FOR APPROVAL	09/27/2017 DESIGN ENGINEER DATE	INDIANA DEPARTMENT OF TRANSPORTATION	SCALE: BRIDGE FILE
DESIGNED: AAJ 03/17	DRAWN: AAJ 03/17	WATERLINE W-17 UTILITY ACCESS	VERTICAL SCALE: DESIGNATION 1297885
CHECKED: MPD 03/17	CHECKED: MPD 03/17		SURVEY BOOK: DWG NO.: SHEET 18A of 21
			CONTRACT: PROJECT 1297885

MICHAEL P. DUFFY JR. REGISTERED No. 11400290 STATE OF INDIANA PROFESSIONAL ENGINEER

DLZ INDIANA, LLC

Plotted By: alangerman 9/25/2017

pw:\\PW1.dlzcorp.com:DLZ\Documents\Projects\ 2016\ 1663\ 1082.70\DLZ-169\SHEETS\Utilities\DUI4 thru 06 (Packet 3)\ 1297885-RD-5-UTIL_Access_W-17_01.dgn



INACTIVE UTILITIES BELOW THE PAVEMENT SECTION OF HIGHWAYS SHALL BE REMOVED OR RETIRE IN PLACE AS INDICATED BELOW

Depth Below Subbase	Utility Diameter	Method of Retiring In Place
0 feet to 3 feet	All	Remove *
3 feet to 15 feet	<8 inches	Plug ends
3 feet to 15 feet	>=8 inches	Fill with flowable fill
15 feet or more	<24 inches	Plug ends
15 feet or more	>=24 inches	Fill with flowable fill

* It's assumed all existing utilities are below three feet. If a utility is less than three feet, it shall be removed during construction.
Coordinate with each utility owner prior to removal or abandonment in place.

MICHAEL P. DUFFY JR. REGISTERED No. 11400255 STATE OF INDIANA PROFESSIONAL ENGINEER

DLZ INDIANA, LLC

RECOMMENDED FOR APPROVAL — DESIGN ENGINEER — DATE 03/14/2017

DESIGNED: AAJ 03/17 DRAWN: AAJ 03/17

CHECKED: MPD 03/17 CHECKED: MPD 03/17

INDIANA
DEPARTMENT OF TRANSPORTATION

W-15
RETIRE IN PLACE

SCALE	BRIDGE FILE
VERTICAL SCALE	DESIGNATION 1297885
SURVEY BOOK	DWG NO. / SHEET 18-1 of 21
CONTRACT	PROJECT 1297885

Plotted By: jlungemann 6/12/2017

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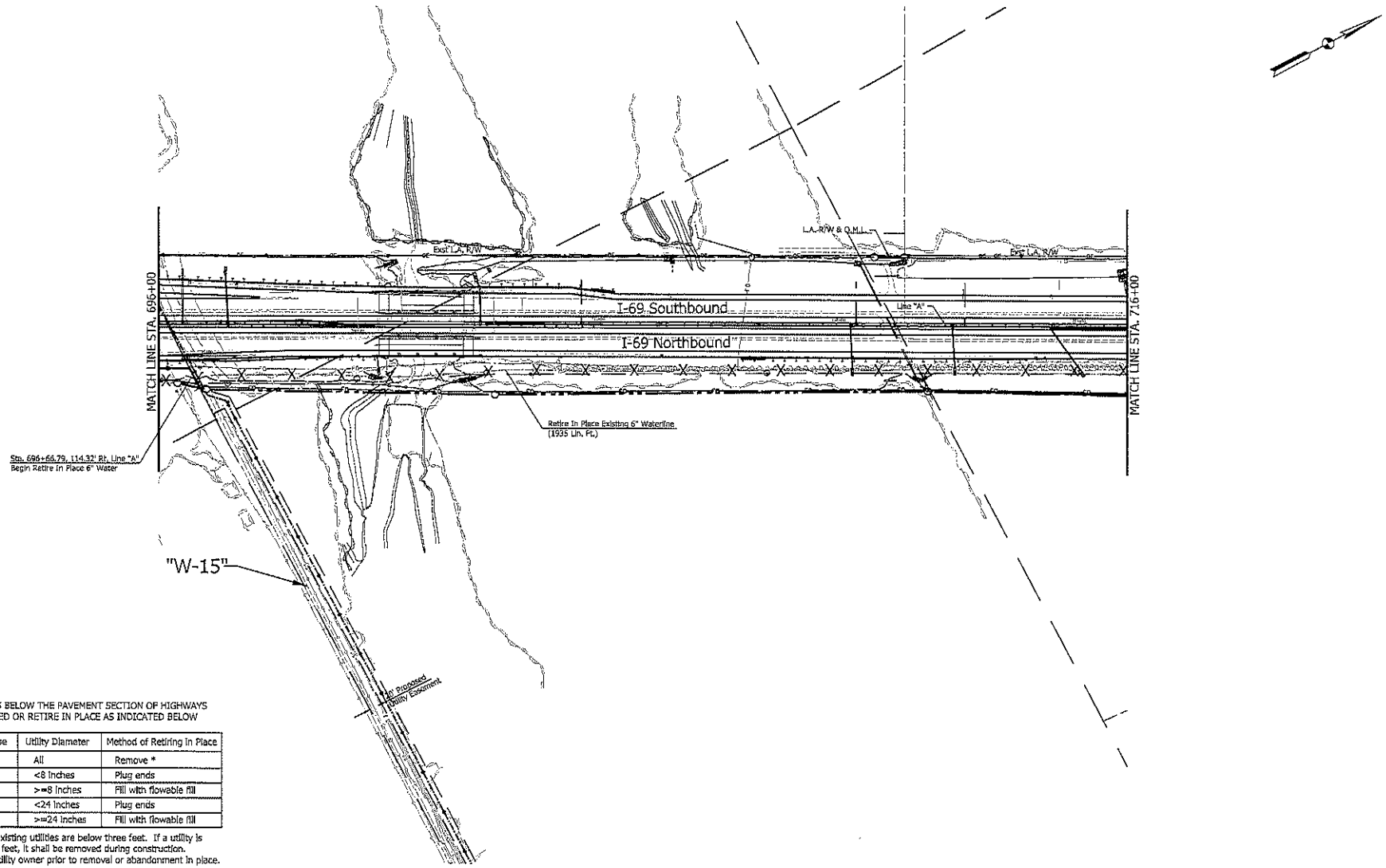

INACTIVE UTILITIES BELOW THE PAVEMENT SECTION OF HIGHWAYS SHALL BE REMOVED OR RETIRE IN PLACE AS INDICATED BELOW

Depth Below Subbase	Utility Diameter	Method of Retiring In Place
0 feet to 3 feet	All	Remove *
3 feet to 15 feet	<8 inches	Plug ends
3 feet to 15 feet	>=8 inches	Fill with flowable fill
15 feet or more	<24 inches	Plug ends
15 feet or more	>=24 inches	Fill with flowable fill

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MICHAEL P. DUFFY JR. REGISTERED No. 11400296 STATE OF INDIANA PROFESSIONAL ENGINEER

DLZ INDIANA, LLC

RECOMMENDED FOR APPROVAL: 09/27/2017 — DESIGN ENGINEER — DATE

DESIGNED: AAJ 03/17 | DRAWN: AAJ 03/17

CHECKED: MPD 03/17 | CHECKED: MPD 03/17

INDIANA
DEPARTMENT OF TRANSPORTATION

W-15
RETIRE IN PLACE

SCALE	BRIDGE FILE
VERTICAL SCALE	DESIGNATION 1297885
SURVEY BOOK	DWG NO. / SHEET 19A of 21
CONTRACT	PROJECT 1297885

Plotted By: aj.ingersan 9/25/2017

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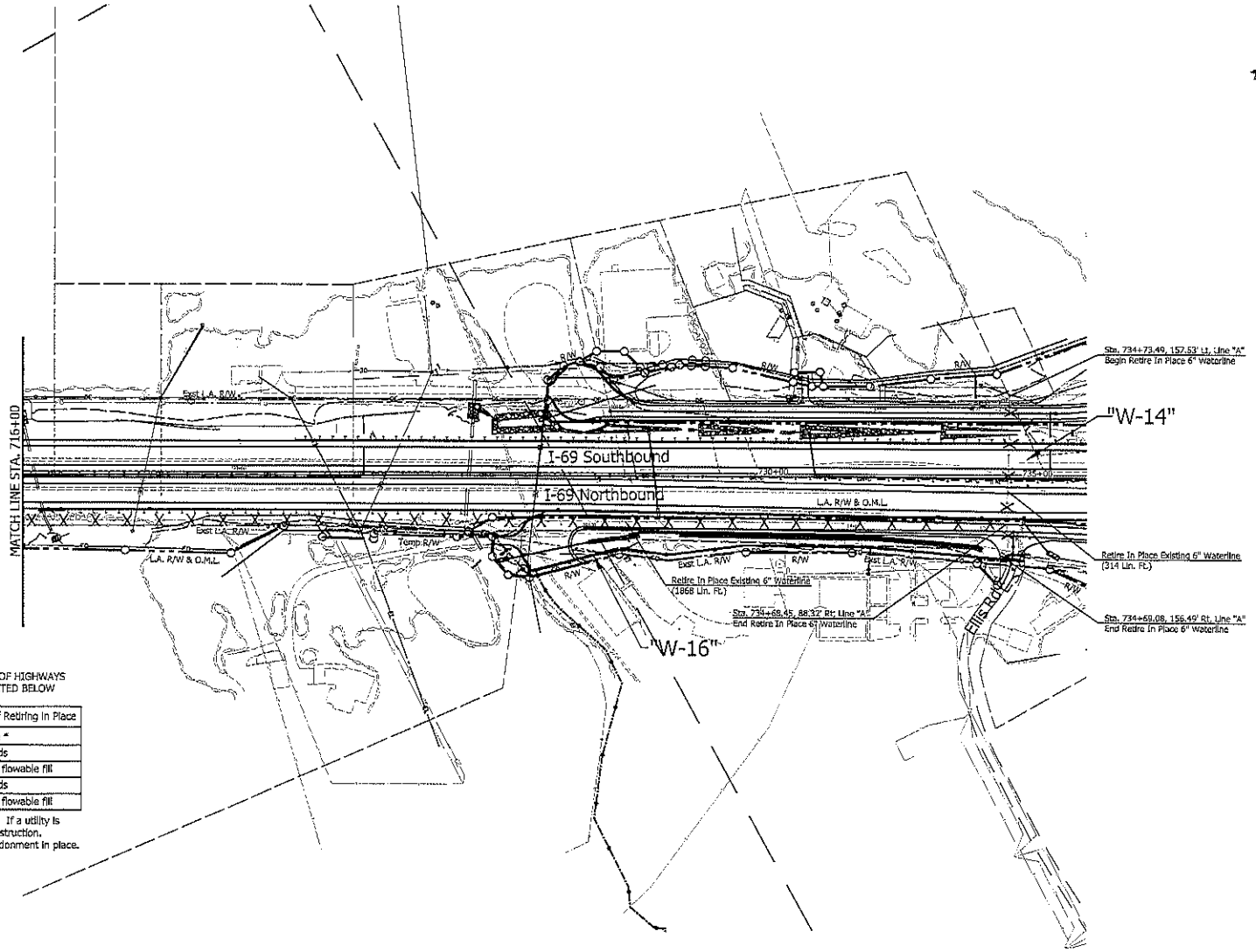

INACTIVE UTILITIES BELOW THE PAVEMENT SECTION OF HIGHWAYS SHALL BE REMOVED OR RETIRE IN PLACE AS INDICATED BELOW

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MICHAEL P. DUFFY JR. REGISTERED No. 11400296 STATE OF INDIANA PROFESSIONAL ENGINEER

DLZ INDIANA, LLC

RECOMMENDED FOR APPROVAL	DESIGN ENGINEER	03/14/2017 DATE	
DESIGNED: AAJ 03/17	DRAWN: AAJ 03/17		
CHECKED: MPD 03/17	CHECKED: MPD 03/17		

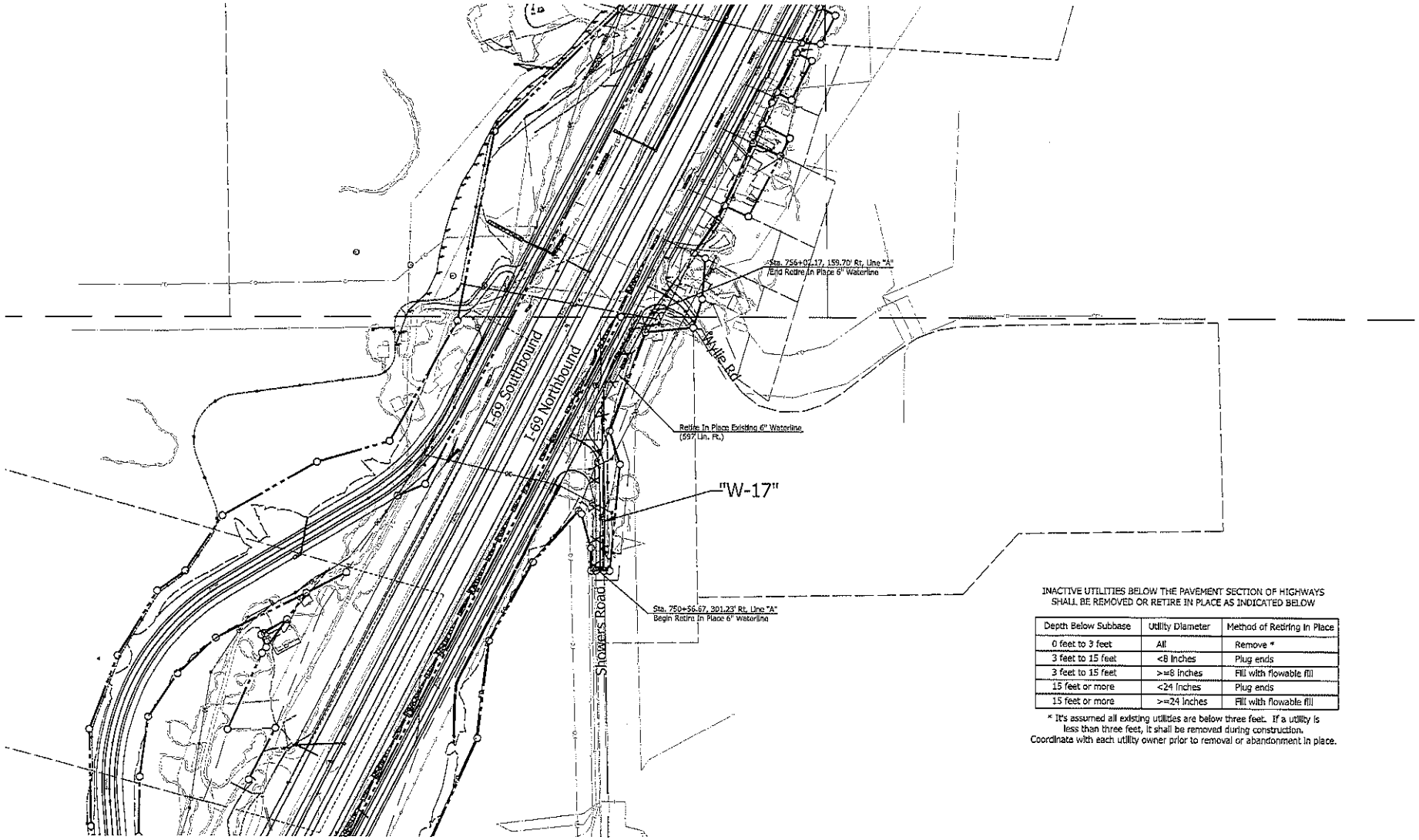
INDIANA
DEPARTMENT OF TRANSPORTATION

W-16
RETIRE IN PLACE

SCALE	BRIDGE FILE	
VERTICAL SCALE	DESIGNATION	
	1297885	
SURVEY BOOK	DWG NO.	SHEET
		20 of 21
CONTRACT	PROJECT	
	1297885	

Plotted By: aj_rgamer.n 6/12/2017

pw:\\PW1.dlzcorp.com:DLZ\Documents\Projects\ 2016\ 1663\ 1082.70\DLZ-169\SHEETS\Utilities\DU04 thru 06 (Packet 3)\W-15 Abandonments_02.dgn



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* It's assumed all existing utilities are below three feet. If a utility is less than three feet, it shall be removed during construction. Coordinate with each utility owner prior to removal or abandonment in place.

MICHAEL P. DUFFY JR. REGISTERED No. 11400296 STATE OF INDIANA PROFESSIONAL ENGINEER

DLZ INDIANA, LLC

RECOMMENDED FOR APPROVAL	DESIGN ENGINEER	08/27/2017 DATE	
DESIGNED: AAJ 03/17	DRAWN: AAJ 03/17		
CHECKED: MPD 03/17	CHECKED: MPD 03/17		

INDIANA
DEPARTMENT OF TRANSPORTATION

W-17
RETIRE IN PLACE

SCALE	BRIDGE FILE	
VERTICAL SCALE	DESIGNATION 1297885	
SURVEY BOOK	DWG NO.	SHEET 21A of 21
CONTRACT	PROJECT 1297885	

Plotted By: ajungemann 9/25/2017

pw:\\PW1.dlzcorp.com:DLZ\Documents\Projects\ 2016\ 1663\ 1082-70\DLZ-169\SHEETS\Utilities\DU04 thru 06 (Packet 3)\W-17 Abandonments_01.dgn

City of Bloomington Utilities
2017 and 2018 CIPP Lining
Bid Summary
Bid Opening: Monday, October 16, 2017 @ 5:00 p.m.

Bidder	Bid Schedule A - 2017 CIPP Lining Work		Bid Schedule B - 2018 CIPP Lining Work		
	Base Bid	Mandatory Additive Alternate A1	Base Bid	Mandatory Additive Alternate B1	Mandatory Additive Alternate B2
Insituform Technologies USA, LLC 580 Goddard Avenue Chesterfield, MO 63005 Attn: Jay Ferguson Office: 636-530-8610					
Layne Inliner, LLC 4520 N. State Road 37 Orleans, IN 47452 Attn: Linda Andry Office: 812-865-3232					
Miller Pipeline Corp. 8850 Crawfordsville Road Indianapolis, IN 46234 Attn: Shelley Rardon Office: 317-293-0278					
Inland Waters Pollution Control, Inc. 4086 Michigan Avenue Detroit, MI 48210 Attn: Carrie Baker Office: 313-899-3014 Ext. 225					
Leak Eliminators, LLC 330 Lisle Industrial Avenue Lexington, KY 40511 Attn: Bryan Beasley Office: 859-388-9422					
Visu-Sewer W230 N4855 Betker Drive Pewaukee, WI 53072 Attn: Shaun Ritter Office: 262-695-2340					

RECEIVED
AUG 24 2017
UTILITIES ADMIN

CARMIN PARKER

116 West 6th Street, Suite 200
P.O. Box 2639
Bloomington, Indiana 47402-2639
TEL: 812.332.6556
FAX: 812.331.4511
michael@carminparker.com

August 22, 2017

Vic Kelson, Director
City of Bloomington Utilities Department
600 East Miller Drive
Bloomington, IN 47401

RE: Sanitary Sewer Extension

Dear Mr. Kelson:

Robert and Elizabeth Wampler own 39 acres at the common address 3110 S. Leonard Springs Road, Bloomington, Indiana. The parcel is depicted on the Parcel Zoning Map enclosed with this request. The parcel is approximately one half in Area A and one half in Area B. Mr. and Mrs. Wampler request sewer extension to include so much of the lot that is in Area B.

Mr. and Mrs. Wampler anticipate development of their property for single family homes consistent with the surrounding developments. The properties to the south are approximately one-quarter to one-third acre tracts with a few that are larger and a number that are less than .2 acre-sized tracts. Mr. and Mrs. Wampler will be required to petition Monroe County Commissioners for a zoning change on the property. Based on initial comments and responses we anticipate the zoning change to allow for the development of the property will be favorably received.

The zoning change and the development of the property as anticipated is not possible without the sewer extension. Consequently, Mr. and Mrs. Wampler are petitioning the Utilities Department for a sewer extension into Area B prior to petitioning Monroe County Commissioners for rezoning of the property from the existing RE 1 zone.

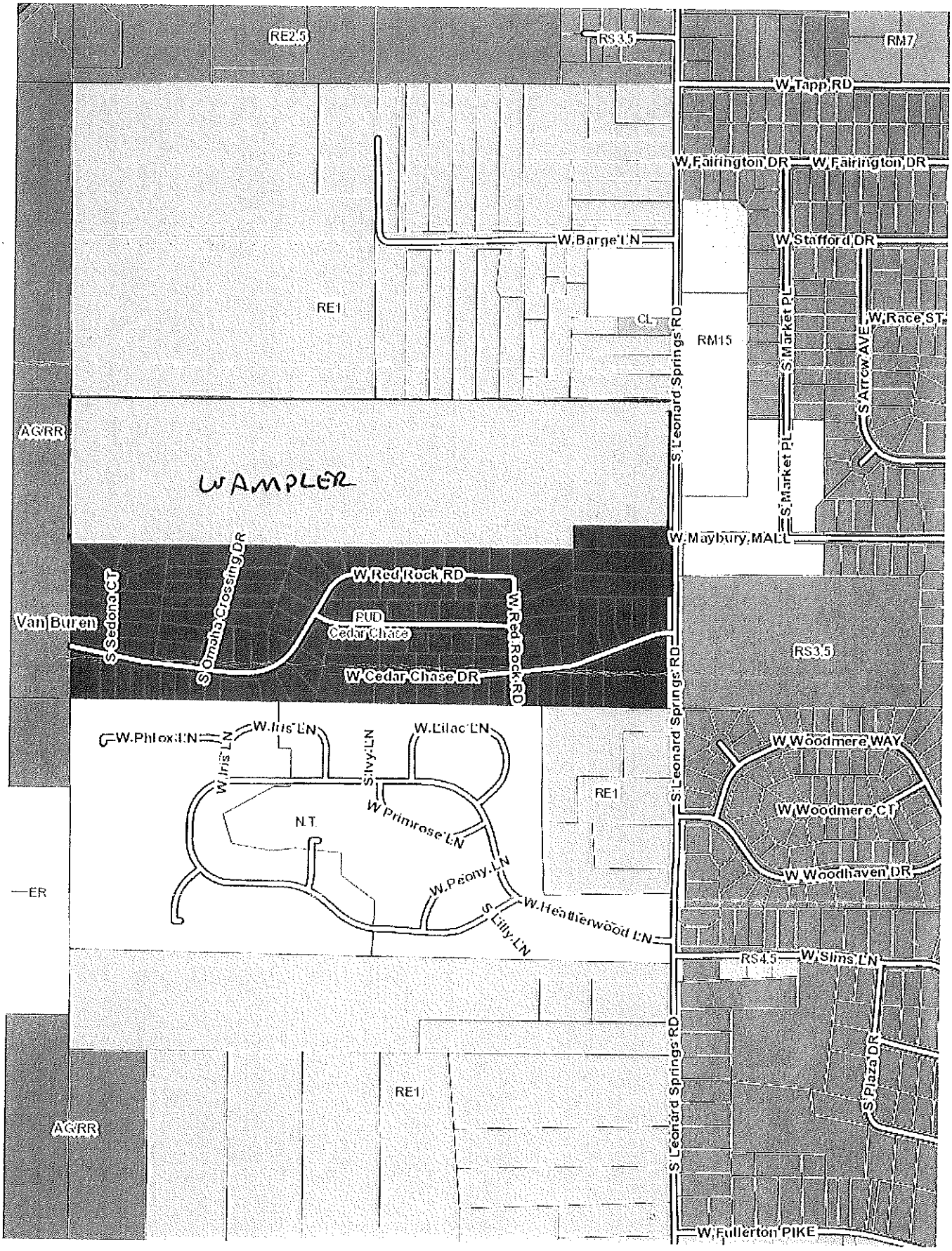
Enclosed for reference are a print-out of the zoning map for the Wampler property and the surrounding areas as well as an aerial photograph which depicts the nature of the surrounding residential development and their deed.

Very truly yours,

Michael L. Carmin

MLC/jk
Enclosures
cc: Robert and Elizabeth Wampler (no encl)

405151/24101-1


RE2.5
RS3.5
RM7
W Tapp RD
W Fairington DR
W Fairington DR
W Barge LN
W Stafford DR
RE1
CL
RM15
S Market PL
W Race ST
S Arrow AVE
S Leonard Springs RD
AG/RR
WAMPLER
S Market PL
W Maybury MALL
W Red Rock RD
S Sedona CT
S Omaha Crossing DR
Van Buren
PUD
Cedar Chase
W Red Rock RD
RS3.5
W Cedar Chase DR
W Phlox LN
W Iris LN
W Iris LN
Silvy LN
W Lilac LN
W Woodmere WAY
RE1
N.T.
W Primrose LN
W Woodmere CT
W Peony LN
W Woodhaven DR
ER
W Heatherwood LN
S Lilly LN
RS4.5
W Sims LN
S Plaza DR
RE1
AG/RR
W Fullerton PIKE