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

December 11, 2017
5:00 P.M. Regular Meeting

I. Call to order

II. Approval of the minutes of previous meeting (Nov 27)

III. Approval of the claims

IV. Bid Opening for Blucher Poole WWTP Screening Equipment Replacement - Mike Hicks

V. Request Approval of Pretreatment Permit for Monroe Water Treatment Plant – Tamara Roberts

VI. Request Approval for Agreement with Building Associates INC – Cindy Shaw

VII. Old business

VIII. New business

IX. Subcommittee reports

X. Staff reports

XI. Petitions and communications*

XII. Adjournment

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

UTILITIES SERVICE BOARD MEETING

November 27, 2017

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

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

Board members present: Sam Frank, Jim Sherman, Jason Banach, Amanda Burnham (came in at agenda item IV), Jean Capler, Julie Roberts, and Jim Sims, ex-officio.

Staff members present: Phil Peden, Brad Schroeder, John Langley, Jon Callahan, Michelle Waldon, Tom Axsom, 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 November 13th meeting. Motion carried, 5 ayes (2 members absent: Ehman and Burnham).

CLAIMS

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

> ***Vendor invoices submitted included $267,374.96 from the Water Utility; $733,903.34 from the Wastewater Utility; and $847.66 from the Stormwater Utility. Total Claims approved, $1,002,125.96.***

Motion carried, 5 ayes (2 members absent: Ehman and Burnham).

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

> ***Utility invoices submitted included $7,172.22 from the Water Utility; $21,802.21 from the Wastewater Utility; and $0.00 from the Stormwater Utility. Total Claims approved, $28,974.43***

Motion carried, 5 ayes (2 members absent: Ehman and Burnham).

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

> ***Customer refunds submitted included $0.00 from the Water Utility; $1,026.80 from the Wastewater Utility; and $0.00 from the Stormwater Utility. Total Claims approved, $1,026.80***

Motion carried, 5 ayes (2 members absent: Ehman and Burnham).

BID OPENING WEIMER DAM REMOVAL

CBU Engineer Peden opened 5 bids for the Weimer Dam Removal project with the help of Brad Shoger from KCI Technologies. Peden thanked the bidders for their time and effort. He said after review, he would bring bid tabulation and recommendation to Board. The estimate from the Engineering Department was $558,000.00.

Bidder	Associates Four	Crider & Crider	HIS	Aigner	Milestone
Base Bid	$564,576.00	$738,217.00	$598,765.00	$863,544.40	$858,898.50

OLD BUSINESS: N/A

NEW BUSINESS: N/A

SUBCOMMITTEE REPORTS: N/A

STAFF REPORTS: CBU Director Kelson reported mold removal is complete at Blucher Poole and remodeling starts this week.

PETITIONS AND COMMUNICATIONS: CBU customer Andrea Sylvester petitioned for the board to reduce her upcoming water bills. There were leaks in the water line from the meter to Sylvester's home which have since been repaired. The bill from September was more than normal (9 units instead of the normal 4-6). Sylvester called about that bill on the same day that meter services staff processed a 60 unit reading for October. As per CBU protocol, Meter Services sent a technician that day. Customer Service also sent a technician that day in response to the customer call. Sylvester is upset because she feels that "no one wanted to help", that CBU staff gave her different/conflicting information, and CBU should have told her sooner about the high usage. She went to the Mayor's office who directed her to the USB. The board denied her appeal because CBU followed the same protocol for this customer as it does for any other and the rules state that adjustments in water bills only occur for a misreading or malfunction of the meter. USB said this was an example of why advanced meters are technology that CBU is considering for the future so CBU and customers can see usage in real time. Customer feels that she pays high tax dollars and high water bills and that CBU should already have a better system to alert customers. Customer now has the option to appeal to the IURC. CBU can also work with her on a payment plan for the upcoming bills.

ADJOURNMENT: The meeting was adjourned at 5:31 p.m.

Samuel K. Frank, President

UTILITIES SERVICE BOARD MOTION
MEETING ON DECEMBER 11, 2017

To:	Utilities Service Board	From:	Kim Robertson
Dept.		Dept.	Accounts Payable
Sub:	Claims list filed: 12/07/17	Date:	12/07/17
	USB: 12/11/2017		
	For Period: 11/11/17-11/24/17	**Paydate:**	**12/15/17**
	G/L Date: **12/15/17**		

Utilities Department invoices filed with the City Controller December 07, 2017 and signed by the Utilities Service Board for payment December 15, 2017 as in accordance with the Utilities Service Board Resolution of August 7, 1973, be hereby approved and entered into the minutes of today's meeting. A copy of the list is filed, with any exceptions noted, is hereby attached and made a part of these proceedings.

Water Operations & Maintenance	360,918.46
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:	$360,918.46
Wastewater Operations & Maintenance	488,467.83
Wastewater Construction	0.00
Wastewater Sinking	0.00
Total of Wastewater Utilities as per the invoice list:	$488,467.83
Stormwater	28,886.89
Stormwater Construction	0.00
Total of Stormwater Utility as per the invoice list:	$28,886.89
Total Water Utility:	**$360,918.46**
Total Wastewater Utility:	**$488,467.83**
Total Stormwater Utility:	**$28,886.89**
TOTAL WATER, WASTEWATER & STORMWATER UTILITIES	**$878,273.18**

City of Bloomington Utilities
Accounts Payable by G/L Distribution Report
Paydate: 12/15/17

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Wastewater O&M	Stormwater O&M
72 Hour LLC (National Auto Fleet Group)	39649082	PUR17-343 2018 Chevrolet Silverado 2500HD, 2WD, DBL Cab for MWTP	32,751.95	32,751.95		
American Structurepoint, INC	101522	WS17-20501-Fullerton Pike Ph II W/S Relocation to 10/31/17-ENG	5,192.82	3,962.57	1,230.25	
American Water Works Association	0001598582	PUR17-464 Standards Methods Manual, 23rd ed. publication	241.00	96.40	144.60	
American Water Works Association	7001425399	ADMIN17-203 2018 Membership dues for Rachel Atz	90.00	90.00		
Astbury Gabriel Corp (ESG Laboratories)	17018351	Testing - Digester sludge @ Dillman - 11/07/17 - DR, ENV	149.00		149.00	
B&H Electric and Supply, INC	0311166	ENG17-078 Tachometer w/case contact/non contact	338.87	135.55	203.32	
Ben's Quarry, LLC	1010325	W17-4106 - #11, #53 Stone - 11/6-11/9/17 - TD	1,021.76	1,021.76		
Big Dipper Building Services, LLC (Overhead Door)	41021	BP17-211 Service call to repair overhead door @ BP lift station	332.10		332.10	
Biochem, INC	16280	Bio Energizer for digestors @ Dillman - DR	4,361.33		4,361.33	
Black Lumber Co INC	345491	10' & 12' treated lumber for main break @ 2901 David - TD	21.37	21.37		
Black Lumber Co INC	346684	Roll flex tape, tube of caulk for west booster station - BS, TD	23.46	23.46		
Brehob Corporation	708702	ADMIN17-166 Quincy 15HP reciprocating for primary bldg ODS pumps	7,747.23		7,747.23	
Brenntag Mid-South, INC	BMS798467	Robin 120 Polymer - 4600 @ .9420 delivered 11/06/17 - MN	4,378.20	4,378.20		
BSA Environmental Services, INC	COB 17-05	13 Phytoplankton analysis - ENV	1,365.00	1,365.00		
Chemtrade Chemicals Corporation	92242385	Alum - 11.063 @ 424.00 delivered 11/21/17 - MN	4,690.71	4,690.71		
Chemtrade Chemicals Corporation	92246151	Alum - 11.275 @ 424.00 delivered 11/28/17 - MN	4,780.60	4,780.60		
Cintas First Aid & Safety #2	5009252644	Restock first aid cabinet @ Dillman - 11/07/17 - DR	174.29		174.29	
City Of Bloomington	10/31/17 Fuel	Fuel charges for all utilities vehicles - October 2017 - ACCT	13,785.38	4,624.40	9,160.98	
City Of Bloomington	11/30/17set rate	Monthly set rate for all vehicle parts & repairs-Nov 2017-ACCT	27,594.92	8,388.86	19,206.06	
City Of Bloomington	ACCT17-110	2017 2nd Qtr for Water & Wastewater Interdepartmental Agreement	464,040.16	194,975.17	269,064.99	
Cloverleaf Tool Co	42865	TD17-384 Valve handles (2)	47.00		47.00	
Cloverleaf Tool Co	43085	TD17-384 8"x72" tube w/flange; 8"x62" debris hose	633.62		633.62	
Commercial Service Of Bloomington, INC	S137168	Repair Admin air handling unit - DR	284.50		284.50	
Commercial Service Of Bloomington, INC	S139954	Lab thermostat, replace tubing - DR	265.00		265.00	
Commercial Service Of Bloomington, INC	S140293	Diagnose / service hanging heater in bar screen - DR	432.00		432.00	
Cosner's Ice Company	141007596	50 bags of ice delivered 11/17/17 - SW, TD	72.50	29.00	39.88	3.62
County Materials Corporation	3015351-00	D17-93 PUR17-420 12" reinforced concrete pipe (32 ft)	302.40			302.40
County Materials Corporation	3015351-00B	PUR17-416 18" Reinforced concrete pipe (32')	525.44			525.44
Creative Graphics, INC (dba Baugh Enterprises)	3505	160,000 Printed water bill shells w/3 5/8 perforation - AR, ACCT	4,512.00	1,804.80	2,707.20	
Engraving & Stamp Center, INC	28703	ADMIN17-198 Name plates for Jean Capler & Laura Pettit	23.32	9.33	13.99	
Eurofins Eaton Analytical, INC	S289380	Testing-Dissolved & total organic carbon, SUVA, UV - MN	185.00	185.00		
Everett J Prescott, INC	5313987	TD17-432 Omni mtr; dismantle joint; flg x flg spool; ck valve	4,198.88	4,198.88		
Everett J Prescott, INC	5321904	TD17-450 MXU 520M single port pit TC (27)	4,482.00	1,792.80	2,689.20	

City of Bloomington Utilities
Accounts Payable by G/L Distribution Report
Paydate: 12/15/17

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Wastewater O&M	Stormwater O&M
Fastenal Company	INBLM201827	Restock supplies in machine - 10/17/17 - PUR	76.75	27.60	49.15	
Fastenal Company	INBLM202627	Restock supplies in machine - 11/27/17 - PUR	65.36	30.79	34.57	
Ferguson Enterprises, Inc	0107063	W17-4109/PUR17-467 Inventory materials for Stephens Dr Main	12,098.00	12,098.00		
First Financial Bank / Credit Cards	PUR17-505	Lodging for B. Prince-Sensus Water Meter Conf in Dallas - DIR	826.41	826.41		
Fisher Scientific Company, LLC	0272326	Pipette tips for 1ml, ph probe for bench ph meter - MN	529.17	529.17		
Greeley And Hansen, LLC	INV-0000516021	S16-6002-South Central Interceptor Sewer thru 11/10/17 - ENG	7,389.38		7,389.38	
GRW Engineers, INC	0048719	S17-6107-Bid assistance 2017-2017 Sewer Lining thru 10/21/17-ENG	4,500.00		4,500.00	
HACH Company	10709618	MN17-462 pH 10 buffer; ammonia test kit; silicone wipers	1,247.59	1,247.59		
HP Products Corporation	I3240720	3 Bigfold Z Prem towels - MN	169.20	169.20		
HP Products Corporation	I3249121	3 cs Tissue, 9 cs M-fold towels - SC	410.49	164.20	246.29	
HP Products Corporation	I3252978	2 cs 24x33 can liners, 2 cs 40x46 can liners - SC	210.28	84.11	126.17	
Huntington Public Capital Corporation	466779	Lease/purchase agreement for vehicles purchased in 2014-ACCT	170,599.11	38,241.08	117,068.59	15,289.44
Indelco Plastics Corporation	INV002432	MN17-459 Industrial sump pump for the chlorine room	965.05	965.05		
Indiana Oxygen Co	07022898	Acetylene & Argon - LAB, DR	401.35	401.35		
Indiana University Health Bloomington, INC	00057241-00	Audio testing for employees 07/25-08/31/17 - BP, DR, MN	580.00	58.00	522.00	
Industrial Service & Supply, INC	52645	Hose, cam lock, spiral clamp & adapter for compactor drain - DR	139.02		139.02	
Irving Materials, INC	10493717	W17-4106 - Concrete - S Walnut & W Church Lane - 11/9/17 - TD	3,222.00	3,222.00		
Irving Materials, INC	10495090	W17-4106 - Concrete - S Rogers St & W Church Lane - TD	5,934.00	5,934.00		
Irving Materials, INC	10496716	Concrete - Main break @ 3901 David Dr - 11/16/17 - TD	1,011.00	1,011.00		
Irving Materials, INC	10497322	Concrete - Sewer @ 2005 Grozesnor Place - TD	361.50		361.50	
Irving Materials, INC	10497323	Concrete - Storm @ E Maxwell & S Manor - SW, TD	567.00			567.00
J&S Locksmith Shop, INC	174088	Gas tank for track vac - SC	71.50	28.60	42.90	
JCI Jones Chemicals, INC	740488	Sodium hypochlorite - 4,672 @ .7500 delivered 11/15/17 - MN	3,504.00	3,504.00		
JJ's Concrete Construction, LLC	36524	Concrete - Storm -- 11/14/17 - SW, TD	273.00			273.00
John Deere Financial (Rural King)	JRNL#I24694/62	1 Set of tail lights for trailer # 566 - SW, TD	39.99	16.00	21.99	2.00
John Deere Financial (Rural King)	JRNL#I41071/62	3 Dewalt 18v 2-pack for pumps - MS, TD	297.00	118.80	178.20	
KCI Technologies, INC	(9) 584343	D16-86 - Weimer Dam Evaluation thru 10/31/17 - ENG	9,305.32			9,305.32
Lakeside Equipment Corp	17-1825	DM17-123 Double lip shaft seal (4); Part#531N12018015G	420.00		420.00	
Logical Concepts, INC (Omnisite)	57282	Monthly cellular fee for XR-50 Omni-Site - 12/01-12/31/17 - ENG	1,150.00		1,150.00	
M E Simpson Company, INC	30696	W17-4101-Leak survey of west pressure zone - 10/23-10/31/17-ENG	9,028.00	9,028.00		
M E Simpson Company, INC	30738	W17-4101-Leak survey of west pressure zone - 11/01-11/03/17-ENG	7,437.00	7,437.00		
Mark Osborne (Control Freaks Consulting)	101Inv-MN17367	MN17-367 SCADA issues and spreadsheet add-ons	420.00	420.00		
Mark Osborne (Control Freaks Consulting)	104Inv-MN17-431	MN17-431 Installation and calibration backwash valve accuator	630.00	630.00		
Menards, INC	80472	Spindles, glue, 2x4 board - MN	16.33	16.33		

City of Bloomington Utilities
Accounts Payable by G/L Distribution Report
Paydate: 12/15/17

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Wastewater O&M	Stormwater O&M
Michael R Hicks	ENG17-096	Travel reimbursement-WEFTEC Conf in Chicago-10/01-10/03/17-ENG	888.57		888.57	
Monroe County Government	112017-COBU	Misc copies made - 10/03-10/27/17 - ENG	72.00	28.80	43.20	
Nugent, INC (Utility Supply Company)	1235920	PUR17-491 1" SCH 80 Union FIP x FIP	50.25		50.25	
Pace Analytical Services, INC	1750075030	Sampling of Cook Polymer Technology outfall - 11/08/17 - ENV	270.00		270.00	
Paragon Micro, INC	787319	Eaton 3S UPS AC 120V 330 Watt for Admin - DIR	304.95	121.98	182.97	
Perkin Elmer LLC	5303949466	DL17-081 Manganese, 1000ppm reference standard	98.00		98.00	
Presidio Holdings, INC	6013417020416	802.11ac CAP w/Clean Air 3x4SS: Int Ant B Reg Domain - DIR	2,409.00	963.60	1,445.40	
Republic Services, INC	0694-001972024	Trash removal @ Dillman WWTP - 12/01-12/31/17 - DR	554.88		554.88	
Republic Services, INC	0694-001973841	Trash removal @ Monroe WTP - 11/01-11/30/17 - MN	99.75	99.75		
Republic Services, INC	0694-001973842	Trash removal @ Blucher WWTP - 11/01-11/30/17 - BP	99.75		99.75	
Ricoh USA, INC	5050313313-cbu	Copier Maintenance - 08/17-09/16/17 - DR, BP, MN	45.24	5.80	39.44	
Ricoh USA, INC	5051226787-cbu	Copier Maintenance - 10/17-11/16/17 - DR, BP, MN	43.06	2.66	40.40	
Rogers Group, INC	0071162404	W17-4106 - Stone - Water, stock, storm - 11/7-11/9/17 - SW, TD	804.57	495.24	221.17	88.16
Rogers Group, INC	0071162816	#11, #53 Stone - Stock - 11/14/17 - TD	512.54	205.02	307.52	
Shambaugh & Son, LP (Precision Controls of Indy)	16558599	MN17-282 Backwash sequence, valve, SCADA issue	1,378.00	1,378.00		
Southside Rental Center, INC	10692	W17-4110 -Rental of walk-behind trencher - 11/28/17 - TD	187.92	187.92		
Southside Rental Center, INC	10717	Propane - 11/30/17 - SC	98.77	39.51	59.26	
Staples Contract & Commercial, INC	3359343215	12 cs Copy paper, banker boxes - PUR	415.32	166.13	249.19	
Staples Contract & Commercial, INC	3359343218	Replacement ink pad for Ideal 300 - ENG	9.18	3.67	5.51	
Staples Contract & Commercial, INC	3359343225	Casio 9mm black on white label printer tape - ACCT	49.75	19.90	29.85	
Staples Contract & Commercial, INC	3359343226	Letter openers, wire bound calendar - ACCT	10.98	4.39	6.59	
Staples Contract & Commercial, INC	3359343227	Letter openers, monthly wall calendar - ACCT	7.53	3.01	4.52	
Staples Contract & Commercial, INC	3359879742	Calendars, dry erase markers boards, dry erase sheets - MN	160.14	160.14		
Staples Contract & Commercial, INC	3359879743	2 Binders - MN	17.30	17.30		
Staples Contract & Commercial, INC	3359974377	Pop-up post-it notes, 5 pk 8gb usb 2.0 - PUR	48.43	19.37	29.06	
Staples Contract & Commercial, INC	3359974385	Magnets, fabric panel wall clips, 12-digit calculator - DIR	34.56	13.82	20.74	
Staples Contract & Commercial, INC	3359974423	Cats with cocktails wall calendar - BC, ACCT	11.73	4.69	7.04	
Staples Contract & Commercial, INC	3359974424	Letter opener - ACCT	3.43	1.37	2.06	
Staples Contract & Commercial, INC	3360390477	Wallpops weekly dry-erase calendar - MN	17.86	17.86		
Staples Contract & Commercial, INC	3360390481	Mastervision magnetic 1x2 grid planner 24x36 - MN	74.80	74.80		
Suburban Laboratories, INC	149322	Analysis of Monroe Co Landfill Leachate - 10/23/17 - ENV	545.00		545.00	

City of Bloomington Utilities
Accounts Payable by G/L Distribution Report
Paydate: 12/15/17

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Wastewater O&M	Stormwater O&M
Suburban Laboratories, INC	150046	Analysis of Circle Prosco's outfall - 11/10/17 - ENV	840.00		840.00	
Suburban Laboratories, INC	150099	ADMIN17-195 Annual sampling Monroe Co landfill for Dioxin 10/26	450.00		450.00	
Suburban Laboratories, INC	150260	Analysis of Cook Polymer Technology outfall - 11/21/17 - ENV	379.00		379.00	
Sunbelt Rentals, INC	73944572-0001	Rental of ditch compactor for street cuts - 11/07-11/22/17 - TD	942.84	942.84		
Sunbelt Rentals, INC	74135278-0001	Saw blade for street cuts - SW, TD	125.00	50.00	68.75	6.25
Synchrony Bank	ADMIN17-194	ADMIN17-194 Pre-inked Notary Seal Stamp - H. McLauchlin	18.44	7.38	11.06	
Thal-Mor Associates, INC	138181	DM17-119 Timers for grit control cabinet (2)	1,070.70		1,070.70	
United Parcel Service, INC	0000430948467	Shipping charges - 11/08-11/16/17 - ENG, DIR, MS, PUR	142.83	74.52	68.31	
United Parcel Service, INC	0000430948477	Shipping charges - 11/21/17 - MN, LAB, PUR	71.60	71.60		
United Rentals (North America), INC	152253134-001	Control cable for the Genie high lift - DR	170.62		170.62	
VET Environmental Engineering, LLC	2509	D16-86 - Environmental consulting & soil sampling Weimer Dam-ENG	2,524.26			2,524.26
Victor A Kelson	ADMIN17-210	Parking reimbursement while @ IWEA Conf in Indpls - 08/22/17-DIR	31.00	12.40	18.60	
Virtuoso Sourcing Group, LLC	24082	Collection agency fee - 11/02-11/09/17 - AR	57.04	22.82	34.22	
Virtuoso Sourcing Group, LLC	24083	Collection agency fee - 11/02-11/13/17 - AR	193.55	77.42	116.13	
W.W. Grainger, INC	9611109340	ADMIN17-188 Thermally bonded cartridge, 1MI, 10 GPM (2)	17.12	17.12		
W.W. Grainger, INC	9611109357	TD17-452 Headlamps for Eads, Robertson, Eller, Frye, Paschall	183.85	73.54	110.31	
Wessler Engineering, INC	31114	S17-6106-Dillman Effluent Filter Improv thru 10/31/17 - ENG	15,252.05		15,252.05	
Whiffen Machine And Press Repair, INC	6928	DM17-134 Packing sleeve for pump shaft, materials & labor	560.95		560.95	
Xylem Water Solutions USA, INC	3556985428	TD17-457 Impeller, C HT CODE 462 CI, Part#430 12 00	1,343.60		1,343.60	
Young Trucking, INC	95136	Hauling sludge from Blucher - 11/06-11/08/17 - BP, ENV	2,106.68		2,106.68	
Young Trucking, INC	95215	Hauling sludge from Blucher - 11/13-11/17/17 - BP, ENV	2,860.10		2,860.10	
Young Trucking, INC	95216	Hauling sludge from Dillman WWTP - 11/15-11/16/17 - DR, ENV	6,670.08		6,670.08	
		Grand total:	878,273.18	360,918.46	488,467.83	28,886.89

ACH

INTERDEPARTMENTAL MEMO

To:	Utilities Service Board	From:	Kim Robertson
Sub:	Scheduled ACH payment	Dept.	Accounts Payable
		Date:	12/05/17

G/L DATE: 12/11/17

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 - December 2017

City of Bloomington Utilities
Accounts Payable by G/L Distribution Report
Paydate: 12/11/17

SRF Loan Payment - December 2017

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water Sinking
Bank Of New York	ACCT17-112-11	SRF Bloomington TAS#610026-2011 SRF Loan - Dec 2017	200,834.62	200,834.62
		Grand total:	200,834.62	200,834.62

UTILITIES SERVICE BOARD MOTION
MEETING ON DECEMBER 11, 2017
UTILITY BILLS

To:	Utilities Service Board	From:	Kim Robertson
Dept.		Dept.	Accounts Payable
Sub:	Claims list filed: 12/04/17	Date:	12/04/17
	USB: 12/11/2017		
	For Period: 11/21/17 - 12/04/17	**Paydate:**	**12/05/17**
	G/L Date: **12/05/17**		

Utilities Department invoices filed with the City Controller December 04, 2017 and signed by the Utilities Service Board for payment December 05, 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	104,474.23
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:	$104,474.23
Wastewater Operations & Maintenance	109,091.72
Wastewater Construction	0.00
Wastewater Sinking	0.00
Total of Wastewater Utilities as per the invoice list:	$109,091.72
Stormwater	0.00
Stormwater Construction	0.00
Total of Stormwater Utility as per the invoice list:	$0.00
Total Water Utility:	**$104,474.23**
Total Wastewater Utility:	**$109,091.72**
Total Stormwater Utility:	**$0.00**
TOTAL WATER, WASTEWATER & STORMWATER UTILITIES	**$213,565.95**

City of Bloomington Utilities
Accounts Payable by G/L Distribution Report
Paydate: 12/05/17

Utility Bills

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Wastewater O&M
AT&T	8123311353 11/17	Service - Washington St Storage - 11/22-12/21/17 - SC	142.65	57.06	85.59
AT&T	8123315400 11/17	Service - Centrex main line - 11/22-12/21/17 - SC	8,016.93	3,206.77	4,810.16
AT&T Mobility II, LLC	11/11/17	Service - 287268772596X11192017 - All dept - 10/12-11/11/17-SC	2,276.04	824.45	1,451.59
AT&T Mobility II, LLC	8123600681 11/17	Service - L. Elkins - 10/12-11/11/17 - MN	58.86	58.86	
Duke Energy	12/04/17	Service - Oct - Nov 2017 - LS, BS, TD, DR, MN	173,031.62	100,230.18	72,801.44
Smithville Telephone Co Inc	8128241616 11/17	Service - SE Pumping Station - 10/20-11/19/17 - BS	96.91	96.91	
South Central Indiana REMC	2093400200 11/17	Service - Blucher Poole - 10/18-11/17/17 - BP	29,942.94		29,942.94
		Grand total:	213,565.95	104,474.23	109,091.72

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

INDIANA DEPARTMENT OF REVENUE (SALES TAX - OCTOBER, 2017)	$0.00
INDIANA DEPARTMENT OF REVENUE - RECEIPTS TAX 4TH QUARTER UTILITY RECEIPTS TAX	$0.00
NPC CHARGE CARD FEES - OCTOBER, 2017	$0.00
FIRST FINANCIAL ACCOUNT ANALYSIS FEES - OCTOBER, 2017	$0.00
GROSS PAYROLL 11/22/2017	$297,224.84
FICA TAX 11/22/2017	$21,546.09
GROSS PAYROLL 12/8/2017	$304,251.73
FICA TAX 12/8/2017	$22,029.12
TOTAL	**$645,051.78**

UTILITIES SERVICE BOARD MOTION
MEETING ON DECEMBER11, 2017

CUSTOMER REFUNDS

To:	Utilities Service Board	From:	Kim Robertson
Dept.		Dept.	Accounts Payable
Sub:	Claims list filed: 12/07/17	Date:	11/07/17
	USB: 12/11/2017		
	For Period: 11/21/17 - 12/01/17	**Paydate:**	**12/15/17**
	G/L Date: **12/15/17**		

Utilities Department customer refunds filed with the City Controller December 07, 2017 and signed by the Utilities Service Board for payment December 15, 2017 as in accordance with the Utilities Service Board Resolution of August 7, 1973, be hereby approved and entered into the minutes of today's meeting. A copy of the list is filed, with any exceptions noted, is hereby attached and made a part of these proceedings.

Water Operations & Maintenance	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	357.32
Wastewater Construction	0.00
Wastewater Sinking	0.00
Total of Wastewater Utilities as per the invoice list:	$357.32
Stormwater	0.00
Stormwater Construction	0.00
Total of Stormwater Utility as per the invoice list:	$0.00
Total Water Utility:	**$0.00**
Total Wastewater Utility:	**$357.32**
Total Stormwater Utility:	**$0.00**
TOTAL WATER, WASTEWATER & STORMWATER UTILITIES	**$357.32**

City of Bloomington Utilities
Accounts Payable by G/L Distribution Report
Paydate: 12/15/17

Vendor	Invoice No.	Invoice Description	Invoice Amount	Check No.	Reason for refund	Water Funds	Wastewater Funds	Stormwater Funds
Danhechar LLC	200706-005	Customer refund	$357.32	25103	Temp. Hyd. Meter Deposit		$357.32	
			$357.32			$0.00	$357.32	$0.00
			$357.32					

SECTION 00 11 13

ADVERTISEMENT FOR BIDS

BLUCHER POOLE WASTEWATER TREATMENT PLANT

MECHANICAL SCREENING EQUIPMENT REPLACEMENT

NOTICE IS HEREBY GIVEN THAT THE UTILITIES SERVICE BOARD OF THE CITY OF BLOOMINGTON, INDIANA WILL RECEIVE SEALED BIDS FOR THE BELOW-DESCRIBED WORK AT THE LOCATION INDICATED.

Work includes removing the existing mechanical screenings equipment and appurtenances and installing one new mechanically cleaned screen and one new screenings washer/compactor and all other related work and appurtenances necessary to complete the work shown on the Drawings and described in the Specifications.

Sealed bids shall be received by the Utilities Department, at 600 E. Miller Drive, Bloomington, Indiana, 47401, at or before 5:00 PM local time on December 11, 2017. Bids will be publicly opened and read aloud by the Utilities Service Board which begins at 5:00 PM local time on December 11, 2017 at its regular meeting in the Board Room, Utilities Building, 600 E. Miller Drive, Bloomington, Indiana. Any bids received after the designated time will be returned unopened. Bids will be reviewed and the award may be made at the January 8, 2018 regular meeting or a subsequent meeting of the Utilities Service Board.

All Bids must be in accordance with the Bidding Documents on file with the Director of Utilites, City of Bloomington, 600 E. Miller Dr. Bloomington, Indiana 47401.

Copies of the Bidding Documents may be obtained from:

1. Repro Graphics, Inc. - An Online Planroom

   437 N Illinois St
   Indianapolis, IN 46204
   T 800-718-0035
   E irepro@reprographix.com

2. Dodge Data & Analytics PlanRoom - An Online Planroom

   www.construction.com
   For assistance call 1(800)393-6343 or go to: support@construction.com

Neither the Owner or Engineer has any responsibility for the accuracy, completeness or sufficiency of any bid documents obtained from any other source other than the sources listed herein. Obtaining these documents from any other source(s) may result in obtaining incomplete and inaccurate information. Obtaining these documents from any other source other than directly from the sources listed herein may also result in failure

to receive addenda, corrections, or other revisions to the Bidding Documents that may be issued.

Each Bidder shall file with his or her sealed bid: (1) a properly executed Non-collusion Affidavit as required by the laws of the State of Indiana; (2) a Questionnaire Form 96 of the State Board of Accounts; (3) a cashier's check or certified check drawn on an acceptable bank or a Bid bond equal to five (5) percent of the total amount of bid; (4) a properly executed Trench Safety Systems Affidavit, if project may require creation of a trench of at least five (5) feet in depth; and (5) a properly executed Employee Drug Testing Program Affidavit for a public works project estimated to cost at least $150,000.

For bids of $100,000.00 or more, the successful bidder shall furnish performance and payment bonds for one hundred percent (100%) of the contract amount prior to the execution of the contract, and said bonds shall remain in effect for a period of one (1) year after final acceptance of the work.

Each Bidder must ensure that to the greatest extent feasible, opportunities for training and employment should be given to lower income residents of the project area and purchases and/or contract for work in connection with the project should be awarded to small business concerns which are located in, or owned in substantial part, by persons residing in the area of the project.

The City of Bloomington is an equal opportunity employer, and Bidder shall meet all requirements for equal employment under Title VII of the 1964 Civil Rights Act as amended and under the Bloomington Human Rights Ordinance, as amended.

Each Bidder for proposals over $10,000.00 shall submit and have approved by the City of Bloomington Contract Compliance Officer, Barbara McKinney, his/her written Affirmative Action Plan at least twenty-four (24) hours prior to the deadline for submission of bid. Bids received that do not have an approved Affirmative Action Plan may be returned unopened. Each Bidder must insure that all employees and applicants for employment are not discriminated against because of race, religion, color, sex, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status. All the protected classes must be included in your Affirmative Action Plan for it to be acceptable. In addition to other requirements, your plan MUST include a workforce breakdown, an internal grievance procedure, a non-retaliation statement, designation of a person by name or position who is responsible for implementation of the Plan, applicability to both applicants and employees, recruitment of minorities, equal access to training programs, and an explanation of your method of communicating the operations of your affirmative action plan to employees and prospective applicants. For Affirmative Action Plan information and approval <u>only</u>, contact Barbara McKinney, Contract Compliance Officer, at (812) 349-3429, 8:00 a.m. to 5:00 p.m. Monday through Friday. All other project inquires should be directed to Mike Hicks, City of Bloomington Utilities Capital Project Manager, at (812) 349-3623 or hicksm@bloomington.in.gov.

In accordance with Indiana Code 4-13-18-5, each Contractor that submits a bid for a public works project that is estimated to cost $150,000 or more shall submit with his/her bid a written plan for an employee drug testing program to test the employees of the Contractor and Subcontractors for drugs.

The Utility Service Board reserves the right to waive any informality and to accept or reject any or all bids submitted. Bids may be held by the Utility Service Board for a period not-to-exceed sixty (60) days from the date of the opening of Bids for the purpose of reviewing the Bids and investigating the qualifications of the Bidders prior to awarding the contract.

Utilities Service Board, City of Bloomington, Indiana
Samuel K. Frank, President

END OF SECTION 00 11 13

ADVERTISEMENT FOR BIDS

BLOOMINGTON INDUSTRIAL WASTE PRETREATMENT PERMIT

UTILITIES SERVICE BOARD
AUTHORIZATION TO DISCHARGE UNDER THE
CITY OF BLOOMINGTON PRETREATMENT PROGRAM

Monroe Water Treatment Plant located at 7470 S. Shields Ridge Rd., Bloomington, Indiana, in accordance with the provisions of the City of Bloomington Municipal Code (Title 10), is authorized to discharge from the leachate collection system into the City of Bloomington wastewater treatment system. The permittee is required to comply with effluent limitations, monitoring requirements, and other conditions set forth in Parts I and II hereof.

The permit shall become effective on the date of signature of the President of the Utilities Service Board.

This permit and the authorization to discharge shall expire at midnight December 10, 2022. In order to receive authorization to discharge beyond the date of expiration, the permittee shall submit such information and forms as are required by the Utilities Service Board.

This permit cannot be transferred to any other owner, tenant, successor or assign. Signed this 11th day of December 2017, for the Utilities Service Board.

_____

Samuel K. Frank, President
Utilities Service Board

PART I

A. EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

1. During the period beginning on the effective date of this permit and lasting until the expiration date, the permittee is authorized to discharge from Outfall 001. Such discharge shall be limited and monitored by the permittee as specified below:

a. Outfall 001 – Local Limits
Sampling Location: Upper Residuals Pond/Lagoon

POLLUTANT DISCHARGE LIMITATIONS MONITORING REQUIREMENTS

POLLUTANT	DISCHARGE LIMITATIONS		MONITORING REQUIREMENTS			
	Monthly Avg. Max.(mg/l)	Daily Max.(mg/l)	Measurement Frequency	Sample Type	Analytical Method	Detection Limit (mg/l)
Flow	---	---	when sampling	continuous		
Arsenic		0.14	Monthly	grab	200.8	0.001
Cadmium		0.11	Monthly	grab	200.8	0.00003
Chromium		1.53	Monthly	grab	200.8	0.00008
Copper		2.07	Monthly	grab	200.8	0.00001
Cyanide (T)		0.24	Monthly	grab	4500-CN E	0.02
Lead		0.20	Monthly	grab	200.8	0.0002
Mercury		0.00014	Monthly	grab	1631E	0.0000002
Molybdenum		0.17	Monthly	grab	200.8	0.00001
Nickel		2.14	Monthly	grab	200.8	0.00003
Oil and grease		150	Monthly	grab	1664A	10
Phosphorus (T)		17	Monthly	grab	4500-P	0.2
PCBs		0.0001*	Monthly	grab	608	0.0001
Selenium		0.14	Monthly	grab	200.8	0.0005
Silver		0.55	Monthly	grab	200.8	0.000005
Zinc		1.00	Monthly	grab	200.8	0.0002
TSS		Report	Monthly	grab	2540 D	10.0
TDS		Report	Monthly	grab	2540 C	10.0
pH		5.0 – 10.0	when sampling	grab	4500-H+ B	0.1

(*) The limitation for PCBs is less than the limit of detection (LOD). Compliance with these effluent limitations will be demonstrated if the measured effluent concentrations are less than the limit of quantitation (LOQ).

(a) Outfall 001 is designated as the holding pond that collects process wastewater from the filter backwash system. It is designated as the total of all wastewaters generated from the filter backwash system and hauled to the Dillman Road Wastewater Treatment Plant for disposal into the City of Bloomington Utilities Sanitary Sewer.

(b) All pollutant discharge limits in Part I A, 1 are taken from Title 10 of the City of Bloomington Municipal Code.

B. MONITORING AND REPORTING

1. Representative Sampling

A representative sample is a sample from a wastestream that is as nearly identical as possible in composition to that in the larger volume of wastewater being discharged and typical of the discharge from the facility on a normal operating day. Samples and measurements taken as required herein shall be representative of the volume and nature of the monitored discharge. In other words, samples and measurements shall be taken during the permittee's normal working hours.

2. Sample collection and handling

Samples collected as required herein shall be collected, preserved, and shipped for analysis in accordance with procedures outlined in Volume 40 CFR Part 136.

3. Reporting

The permittee shall submit monitoring reports to the Utilities Service Board containing results obtained during the previous month and shall be postmarked no later than the 28th day of the month following each completed monitoring period. All reports shall be sent by mail to the following address:

Pretreatment Coordinator
Utilities Service Board
City of Bloomington Utilities
P. O. Box 1216
Bloomington, IN 47402-1216

4. Sampling Violations

If sampling performed by the permittee indicates a violation, the user shall notify the Pretreatment Coordinator or the Deputy Director within 24 hours of becoming aware of the violation. Notification by telephone voicemail is acceptable. The permittee shall also repeat the sampling and analysis and submit the results of the repeat analysis within 30 days after becoming aware of the violation.

Pretreatment Coordinator
City of Bloomington Utilities

Deputy Director
City of Bloomington Utilities

(812) 349-3946 (812) 349-3656

5. Definitions

a. Effluent Limitations

(1) The arithmetic mean of the parameter values for the effluent samples collected in a calendar month shall not exceed the monthly averages contained in the Discharge Limitation Section, Part I-A-1 of this permit for concentration and/or quantity.

(2) The daily maximum means the concentration value which shall not be exceeded for any singular grab or any composite effluent sample taken during any calendar day.

b. Average Discharge Limitation

(1) Weight Basis - The average discharge means the total discharge by weight during a calendar month divided by the number of days in the month that the production or commercial facility was discharging. Where less than daily sampling is required by this permit, the daily average discharge shall be determined by the summation of the measured daily discharges by weight divided by the number of days during the calendar month when the measurements were made.

(2) Concentration Basis - The average concentration means the arithmetic average (proportional to flow) of all daily determinations of concentration made during a calendar month. Daily determinations of concentration made using a composite sample shall be the concentration of the composite sample. When grab samples are used, the daily determination of concentration shall be the arithmetic average (weighted by flow value) of all the samples collected during the calendar day.

(3) Average Discharge Limitations will not be reported initially because the sampling frequency required by this permit will not allow for a meaningful "monthly average" figure to be calculated. These limitations are listed; however, in the event that more frequent sampling is required by the Utilities Service Board during the duration of this permit.

c. Maximum Discharge Limitation

(1) Weight Basis - The maximum discharge means the total discharge by weight during any calendar day.

(2) Concentration Basis - The maximum concentration means the daily determination of concentration for any calendar day.

d. Sample Type

(l) Grab samples are individual samples collected over a period of time not to exceed 15 minutes. Grab samples shall be taken manually. The sample volume depends on the analyses to be performed.

(2) Composite samples shall be interpreted as a composite of individual aliquot samples taken during wastewater processing hours of the facility and representative of the entire process flow. Individual aliquot samples shall be collected using the flow proportional sampling method where the sample volume is constant and the time interval between samples is proportional to stream flow, unless approval by the Director is given for the time proportional method to be used. Individual aliquot sample volumes shall be dependent on the total volume of sample needed to analyze all required parameters. All samples shall be collected at the pretreatment effluent sample point.

e. Upset

The term upset shall mean an exceptional incident in which there is unintentional and temporary noncompliance with categorical pretreatment standards due to factors beyond the reasonable control of the permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed or inadequate treatment facilities, lack of preventative maintenance or careless or improper operation. The upset provision is further defined in 40 CFR 403.16.

f. Bypass

Bypass means the intentional diversion of wastestreams from any portion of the permittee's treatment facility as specified in 40 CFR 403.17.

g. Slug Discharge

A slug discharge is defined as any discharge of a non-routine, episodic discharge, including but not limited to an accidental spill or a non-customary batch discharge, which has a reasonable potential to cause interference or pass through or in any other way violate the Publicly Owned Treatment Works' (POTW) NPDES permit and regulations, as well as Local Limits, discharger permit conditions, or prohibited discharge standards listed in Bloomington Municipal Code Chapter 10.12.

h. Dilute Wastewater

Dilute wastewater means wastewaters generated from processes other than ongoing industrial operations such as non-contact cooling water, condensate, and unpolluted wastewater.

6. Test Procedures

Analytical procedures for samples of pollutants required herein shall conform to regulations published pursuant to Volume 40 CFR Part 136.

7. Recording of Results

For each measurement or sample taken pursuant to the requirements of this permit, the permittee shall maintain a Chain of Custody record which contains the following information:

a. The date, exact place, method, and time of sampling;

b. The name(s) and signature(s) of the person(s) who collected the sample;

c. The name(s) and signature(s) of the person (s) who transported and received the sample;

d. The dates the analyses were performed;

e. The person(s) who performed the analyses;

f. The analytical techniques or methods used

All analytical data submitted to CBU must be accompanied with the laboratory report and chain of custody. The laboratory report must include the analytical techniques or methods used and the laboratory detection limit for each analysis performed.

8. Additional Monitoring by Permittee

If the permittee monitors any pollutant at the location(s) designated herein more frequently than required by this permit, using approved analytical methods as specified above, the results of such monitoring shall be included in the calculation and reporting of the values required in the Utilities Service Board Monthly Monitoring Report. Such increased frequency shall also be indicated.

9. Records Retention

All records and information resulting from the monitoring activities required by this permit, including all records of analyses performed and calibration and maintenance of instrumentation and recording from continuous monitoring instrumentation, shall be retained for a minimum of three (3) years. This retention period may be extended during the course of any unresolved litigation regarding the discharge of pollutants by the permittee or when requested by the Utilities Service Board.

10. Best Management Practices

Documentation of Best Management Practices (BMPs), as required by a categorical Pretreatment Standard, must be submitted with monitoring reports to demonstrate compliance with BMP requirements.

C. SCHEDULE OF COMPLIANCE

There is no schedule of compliance is currently in place.

D. ADDITIONAL REPORTING REQUIREMENTS FOR PERMITTEE/ DISCHARGER

1. Baseline Report - 40 CFR Part 403.12(b)

Within 180 days after the effective date of a Categorical Pretreatment Standard, or 180 days after the final administrative decision made on a category, whichever is later, existing industrial users subject to such Categorical Pretreatment Standards and currently discharging to or scheduled to discharge to a POTW (Publicly Owned Treatment Works) will be required to submit to the Utilities Service Board a report containing the information listed in paragraph (b) (l)-(7) of 40 CFR Part 403.12(b).

2. Compliance Date Report - 40 CFR Part 403.12(d)

Within 90 days following the date for final compliance with an applicable pretreatment standard, any industrial user subject to those standards must submit to the Utilities Service Board a report indicating the nature and concentration of all pollutants in the discharge generated from the regulated process which are limited by Categorical Pretreatment Standards.

The report must also state whether applicable standards are being met on a consistent basis and, if not, what additional operation and maintenance and/or pretreatment is necessary to bring the discharge into compliance. This statement must be signed by an authorized representative of the industrial user.

3. Periodic Reports on Continued Compliance - 40 CFR Part 403.12(e)

The permittee, being subject to an applicable pretreatment standard must submit to the Utilities Service Board, hereinafter known as the Board, no later than the 28th day of the month following each completed monitoring period, a report indicating the nature and concentration of prohibited or regulated substances in the discharge which are limited by the Industrial Wastewater Pretreatment Permit and the Categorical Pretreatment Standards. These regulated substances include arsenic, cadmium, chromium, copper, cyanide, lead, mercury, molybdenum, nickel, oil and grease, PCBs, phosphorus, selenium, silver, zinc, TSS and TDS. In addition, this report must include a record of all measured or estimated average and maximum daily flows during the reporting period. Flows are to be reported on the basis of actual measurement, except, where cost or feasibility considerations justify, the Board may accept reports of average and maximum flows estimated by verifiable techniques. The Board, considering such factors as local

high or low flow rates, holidays, budget cycles, or other extenuating factors may authorize submission of the reports on months other than those specified above.

E. REOPENING CLAUSE

This permit shall be modified, or alternatively, revoked and reissued, to comply with any applicable effluent limitation or standard issued or approved under section 307 (b) of the Clean Water Act, if the effluent limitation or standard so issued or approved:

1. Contains different conditions or is otherwise more stringent than any effluent limitation in the permit; or

2. Controls any pollutant not limited in the permit.

The permit, as modified or reissued under this paragraph, shall also contain any other requirements of the Act then applicable.

PART II

BLOOMINGTON INDUSTRIAL WASTE PRETREATMENT PERMIT

A. MANAGEMENT REQUIREMENTS

1. Change in Discharge

All discharges authorized herein shall be consistent with the terms and conditions of this permit. The discharge of any pollutant identified in this permit more frequently than or at a level in excess of that authorized shall constitute a violation of the permit. Any anticipated facility expansions, production increases or decreases by twenty percent or greater, water use increases or decreases by twenty percent or greater, or process modifications which will result in new, different or increased discharges of pollutants must be reported by submission of a new industrial waste pretreatment permit application prior to the changes being made or, if such changes will not violate the effluent limitations specified in this permit, by notice to the Utility Service Board of such changes. Following such notice, the permit may be modified to specify and limit any pollutants not previously limited. Any change in discharge must also be reported to the authorized agent for the City listed under Part I-B-3, above.

The permittee shall promptly notify the Utilities Service Board in advance of any substantial change in the volume or character of pollutants in their discharge, including the listed or characteristic hazardous wastes for which the permittee has submitted initial notification under 40 CFR 403.12(p). The permittee must notify the Utilities Service Board of any planned significant changes to the permittee's operations or system which might alter the nature, quality or volume of its wastewater at least sixty days before the change.

2. Containment Facilities

When cyanide or cyanogen compounds are used in any of the processes at this facility the permittee shall provide approved facilities for the containment of any losses of these compounds in accordance with the requirements of 327 IAC 2-2-1.

3. Slug Control Plan

The permittee shall maintain, implement, and update as needed a slug control plan which aims to prevent an accidental discharge to the sanitary sewer system. The plan must meet the minimum requirements listed in 40 CFR 403.8(f)(2)(vi)(A-D). The plan must also contain all necessary information for employees regarding actions to take during and after a spill. A copy of the plan must be kept on file at all times and all relevant employees shall be trained annually on the slug control plan. Training logs with names of employees trained, dates of training, and subjects covered shall be kept on file for a minimum of three years. Inspection logs of chemical storage areas shall be kept on file for a minimum of three years. The plan must be updated when any changes occur at the facility that could affect the potential for a slug discharge. A copy of the revised slug control plan must be submitted to CBU within 30 days of the revisions.

4. Emergency Condition Notification

An emergency condition is the occurrence of an upset, bypass, or a slug discharge of substances regulated by this permit and/or regulated by 40 CFR Part 403.5, which may prohibit the permittee from complying with any limitation specified in this permit. In the event of an emergency condition, the permittee must provide the following information to the Utilities Service Board within **one hour** of discovery:

(i) A description of the emergency condition, including the location, type of waste, concentration and volume; and cause of the emergency condition;

(ii) The period of noncompliance, including exact dates and times or, if not yet corrected, the anticipated time the period of noncompliance is expected to continue;

(iii) Steps being taken and/or planned to reduce, eliminate, and prevent recurrence of the emergency condition.

The permittee shall notify the Utilities Service Board by contacting one of the following persons within **one hour** of the discovery:

Deputy Director	Pretreatment Coordinator	Plant Superintendent
City of Bloomington Utilities	City of Bloomington Utilities	Dillman Road WWTP
(812) 349-3656	(812) 349-3946	(812) 824-4900 ext. 101 or 100
(812) 361-4939 (cell)	(812) 327-5410 (cell)	(812) 327-7146 (cell)

24 hr. Utilities Service Center Operator: (812) 339-1444

If contact cannot be made by speaking directly with any of the personnel listed above (leaving a voicemail message is not sufficient), the permittee must call the 24 hr. Utilities Service Center number listed for assistance in contacting them.

The permittee's notification of emergency conditions to the City of Bloomington Utilities does not relieve it of any other reporting requirements that arise under local, state or federal laws.

In addition to notification by telephone, a detailed written submission must be provided within **five days**. The report shall include the information above as well as any new information that arises regarding the cause(s) of the slug discharge or emergency condition, and measures to be taken to prevent similar occurrences in the future.

Additionally, the permittee must immediately notify the Pretreatment Coordinator of any facility changes which might affect the potential for a slug discharge.

5. Operator Certification

The permittee shall have the waste treatment facilities under the direct supervision of an operator certified by the Indiana Department of Environmental Management as required by IC 13-18-11.

6. Facilities Operation

The permittee shall at all times maintain in good working order and operate as efficiently as possible, all treatment or control facilities or systems installed or used by the permittee to achieve compliance with the terms and conditions of this permit.

7. Adverse Impact

The permittee shall take all reasonable steps to minimize any adverse impact to the sewage treatment plant resulting from noncompliance with any effluent limitations specified in this permit, including such accelerated or additional monitoring necessary to determine the nature and impact of the noncomplying discharge.

8. Bypassing

Bypass means the intentional diversion of wastestreams from any portion of the permittee's treatment facility as specified in 40 CFR 403.17. If the permittee knows in advance of the need for a bypass, it shall submit prior notice to the Pretreatment Coordinator, if possible at least 10 days before the scheduled date of the bypass. Any diversion from or bypass of facilities necessary to maintain compliance with the terms and conditions of this permit is prohibited, except (i) where it would be unavoidable to prevent loss of life or severe property damage, or (ii) where excessive storm drainage or runoff would damage any facilities necessary for compliance with the effluent limitations and prohibitions of this permit.

9. Interference

Interference is defined as a discharge that, alone or in conjunction with a discharge or discharges from other sources, does one of the following:

(a) inhibits or disrupts the POTW, its treatment processes or operations or, its sludge processes, selected use or disposal methods;

(b) causes a violation of any requirement of the POTW's NPDES permit, including an increase in the magnitude or duration of a violation;

(c) prevents the use of the POTW's sewage sludge or its sludge disposal method selected in compliance with the following statutory provisions, regulations, or permits issued thereunder, or any more stringent state or local regulations: Section 405 of the Act; the Solid Waste Disposal Act, including Title II commonly referred to as the Resource Conservation and Recovery Act (RCRA); the rules contained in any sludge management plan prepared pursuant to Subtitle D of the Solid Waste Disposal Act; the Clean Air Act; the Toxic Substances Control Act; and the Marine Protection, Research, and Sanctuaries Act.

10. Pass Through

Pass through is defined as a discharge which exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of violation of any requirement of the POTW's NPDES permit, including an increase in the magnitude or duration of violation. The permittee is prohibited from discharging any substance that would cause pass through at the POTW.

11. Removed Substances- Slug Discharges Prohibited

Solids, sludge, filter backwash, or other pollutants removed from or resulting from treatment or control of wastewaters shall be disposed of in a manner such as to be in compliance with all Indiana statutory provisions and regulations relative to refuse, liquid and/or solid waste disposal. Slug discharges of substances regulated by this permit and/or Volume 40 CFR Part 403.5 (b) and/or Bloomington Municipal Code Chapter 10.12 are prohibited and constitute a violation of this permit.

12. Power Failures

When a power source is used to operate wastewater treatment facilities in order to maintain compliance with the effluent limitations and prohibitions of this permit, the permittee shall either:

a. Provide an alternative power source sufficient to operate facilities utilized by the permittee to maintain compliance with the effluent limitations and conditions of this permit, or

b. Upon the reduction, loss, or failure of one or more of the primary sources of power to facilities utilized by the permittee to maintain compliance with the effluent limitations

and conditions of this permit, the permittee shall halt, reduce, or otherwise control production and/or discharge in order to maintain compliance with the effluent limitations and conditions of this permit.

B. RESPONSIBILITIES

1. Right of Entry

The permittee shall allow the Director of Utilities of the Utilities Service Board, and/or their authorized representatives and/or the authorized representatives of the City of Bloomington, upon the presentation of credentials:

a. To enter upon the permittee's premises where an effluent source is located or in which any records are required to be kept under the terms and conditions of this permit; and

b. At any time to have access to and copy any records required to be kept under the terms or conditions of this permit; to inspect any monitoring equipment or monitoring method required in this permit; and to sample any discharge of pollutants.

2. Transfer of Ownership or Control

This permit is not transferable and cannot be assigned to any other party.

3. Penalties for False Reporting

Knowingly making any false statement on any report required by this permit may result in the imposition of criminal penalties as provided for in Bloomington Municipal Code Chapter 10.16.070.

4. Permit Modification

After notice and opportunity for hearing, this permit may be modified, suspended, or revoked, in whole or in part, during its term for cause including, but not limited to, the following:

a. Violation of any terms or conditions of this permit;

b. Obtaining this permit by misrepresentation or failure to disclose fully all relevant facts; or

c. A change in any condition that requires either a temporary or permanent reduction or elimination of the authorized discharge.

5. Toxic Pollutants

Notwithstanding Part II-B-4 above, if a toxic effluent pretreatment standard or prohibition (including any schedule of compliance specified in such effluent pretreatment standard or

prohibition) is established under Section 307 (b) of the Clean Water Act for a toxic pollutant which is present in the discharge and such standard or prohibition is more stringent than any limitation for such pollutant in this permit, this permit shall be revised or modified in accordance with the toxic effluent pretreatment standard or prohibition and the permittee so notified.

6. Civil and Criminal Liability

Except as provided in permit conditions on "Bypassing" (Part II-A-8) and "Power Failures" (Part II-A-12), nothing in this permit shall be construed to relieve the permittee from civil or criminal penalties for noncompliance, whether or not such noncompliance is due to factors beyond his control, such as accidents, equipment breakdowns, or labor disputes.

Violation of any term or condition of this permit is punishable by fine of not more than $ $2,500 per violation pursuant to the City of Bloomington Municipal Code Chapter 10.04.110 Penalties. In accordance with City of Bloomington Municipal Code Section 10.04.110, each day of non-compliance with a term or condition of this permit may be deemed a separate violation.

7. Oil and Hazardous Substance Liability

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee is or may be subject under Section 311 of the Act.

8. Property Rights

The issuance of this permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights or infringement of Federal, State, or local laws or regulations.

9. Severability

The provisions of this permit are severable and if any provision of this permit, or the application of any provision of this permit to any circumstances is held invalid, the application of such provision to other circumstances and the remainder of this permit shall not be affected thereby.

10. Construction Permit

The permittee shall not construct, install, or modify any water pollution control facilities without compliance with Bloomington Municipal Code Chapter 10.16.

11. The lead operator of the pretreatment system shall be required to tour the Dillman Road Wastewater Treatment Plant a minimum of one time during the duration of this permit.

12. Permit Renewal Application

The permittee shall apply for a permit renewal a minimum of 4 months prior to the expiration of the existing permit.

PRETREATMENT PERMIT BRIEFING MEMO

Monroe Water Treatment Plant
7470 S. Shields Ridge Rd.
Bloomington, IN 47401
Contact: Don Gramlich (812) 824-9311

Facility Description

This facility is owned and operated by the City of Bloomington Utilities (CBU). The Monroe Water Treatment Plant is a drinking water treatment plant that treats water from Lake Monroe for distribution throughout Monroe County. The wastewater treatment system consists of a backwash holding basin, a backwash clarifier, a residuals holding basin, and two residuals ponds/lagoons prior to discharge to Sugar Camp Hollow (see attached flow diagram). Prior to discharge to the wastewater system, the plant treats its filter backwash water with sodium bisulfite to remove the residual chlorine. Mechanical failure of pumps in the wastewater treatment system has resulted in hauling the wastewater to the Dillman Rd. Wastewater Treatment Plant. Until such time the pumps can be repaired or replaced, Monroe Water Treatment Plan must haul the wastewater to avoid violations of their NPDES permit.

Discharge Description

The discharge varies week to week and with seasonal changes. Discharge can range from 0 to 100,000 gallons. The average daily discharge through November 25, 2017 was 23,000 gpd. However, because discharge is expected to exceed 25,000 gpd in December of 2017, CBU is permitting the discharge as a Significant Industrial User (SIU).

Wastewater Treatment

Although the plant has a wastewater treatment plant for treatment of the filter backwash wastewater, the CBU POTW receives only wastewater treated with sodium bilsulfite.

Selection of Parameters

This facility is regulated by the City of Bloomington Sewer Use Ordinance (Bloomington Municipal Code – Title 10). This facility is an SIU as a result of the amount of wastewater discharged each day.

Calculation of Limits

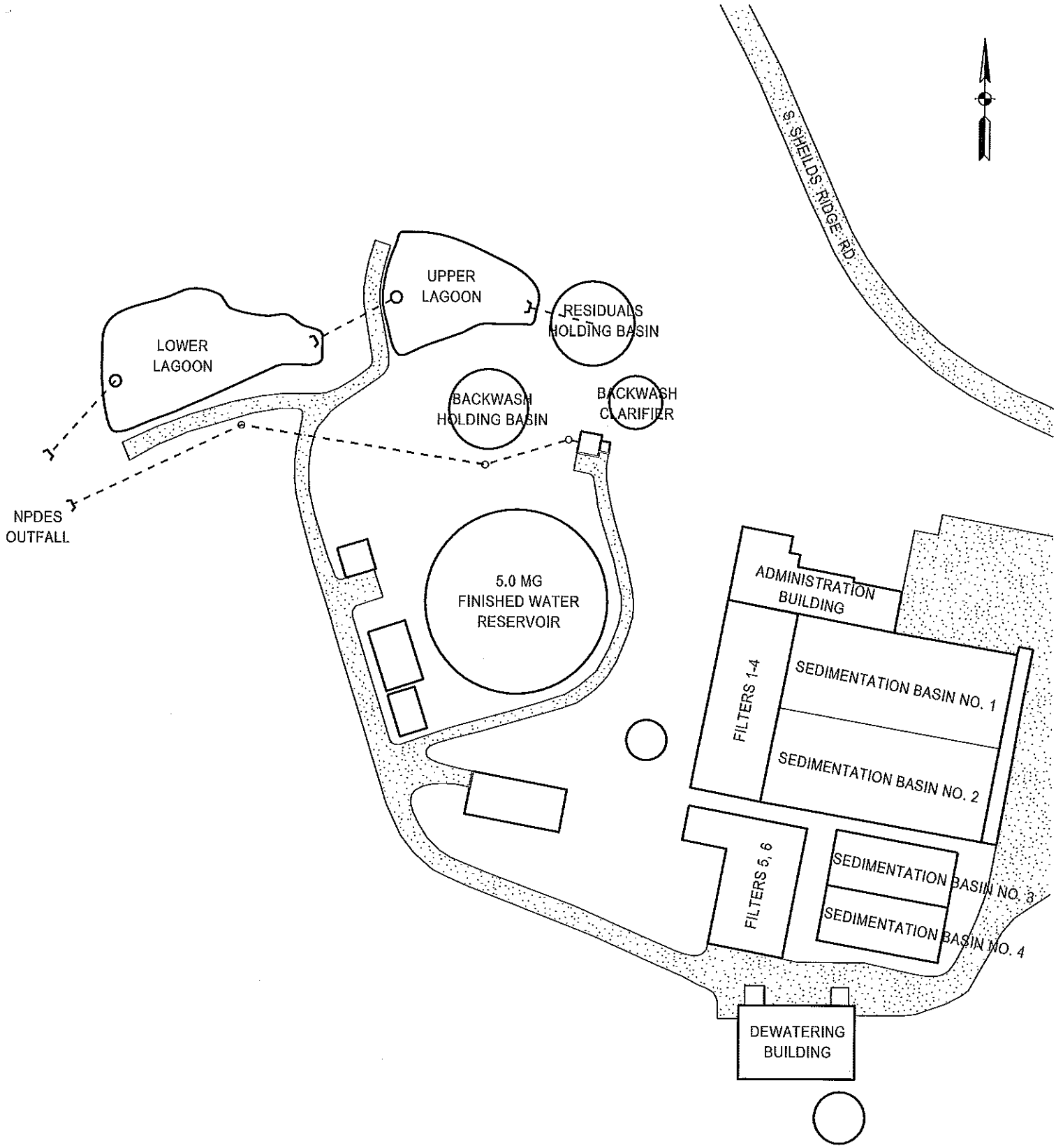
The limits in this permit were taken from the Local Limits set forth in Title 10 of the Bloomington Municipal Code.

Limits are in effect for arsenic, cadmium, chromium, copper, cyanide, lead, mercury, molybdenum, nickel, oil and grease, PCBs, phosphorus, selenium, silver, zinc, and pH.

Effect on Bloomington POTW

The Monroe Water Treatment Plant discharge is low compared to the total flow into the POTW. The discharge is not expected to have a noticeable impact on the treatment works or its final effluent quality.

Permit drafted by Tamara Roberts, Pretreatment Coordinator, December 2017.



PARTIAL SITE DIAGRAM OF
MONROE WATER TREATMENT PLANT

CITY OF BLOOMINGTON
UTILITIES DEPARTMENT

BY M. HICKS 12/6/2017

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MEMORANDUM

TO: Chris Wheeler
FROM: Cindy Shaw
DATE: 11/27/2017
RE: Contract for HVAC Ductwork, Registers & Grilles, new Auxiliary Heater, Duct Insulation,
CONTRACT TERM: 11/30/2017 – 12/31/2017

Funding Source: 010-U10500 Project #S17-6110

Total Dollar Amount of Contract(s): $11,870.00

Expiration Date of Contract: 12/31/2017

Department Head Initials of Approval:

Due Date For Signature: 11/30/2017

Record Destruction Date (Legal Dept to fill in):

PREVIOUSLY REVIEWED BY & RETURN SIGNED CONTRACT TO THIS ATTORNEY:

Chris Wheeler

ATTORNEY IS TO RETURN SIGNED CONTRACT TO THIS DEPARTMENTAL EMPLOYEE:

Cindy Shaw

Summary of Contract: CEILING WORK: Contract covers reinstallation of ceiling tiles that have been removed for ceiling access; removal of ceiling grid & tiles in Hallway 121 and Rm. 120; install new ceiling grid & tiles in these two areas (existing wall angle will be left intact and reused). Clean-up & haul off debris. **DRYWALL WORK:** Contract covers drywall work in Rm. 125 including rehang the removed drywall, scrape the wall paper glue, skim coat all walls with drywall topping compound, sand all walls to be ready for paint, re-caulk the upper cabinets to the bulkhead above Rm. 106, skim coat the areas above the cabinets where the drywall paper has peeled off. (It is understood this room will be completely reworked at a later date and Contractor has only included a few hours of labor and small amount of material). Sand the patched areas of drywall. Clean up and haul off debris. **PRIME AND PAINT:** For Rm. 125, install one coat of primer and two finish coats with finish paint to consist of a single color. Does not include work

on windows. For Rm. 106, prime areas of patched drywall to seal them off.
PLUMBING: Rm. 114, remove existing wall tile and save for re-install, remove tile substrate to allow leak to be found and fixed. Actual plumbing work to be performed by HFI, a licensed plumbing contractor in State of Indiana. Plumbing work includes removal of toilet, repairing leak, and reinstallation of toilet. Once toilet is repaired, install new substrate to allow tile to be installed, clean the adhesive and grout off the existing tile, reinstall the tile, re-grout the tile. Grout will be matched to the existing as close as possible. Clean up and haul off debris.

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AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
UTILITIES DEPARTMENT
AND
BUILDING ASSOCIATES INCORPORATED

CONSTRUCTION CONTRACT FOR CEILING, DRYWALL, PRIMING, PAINTING, & PLUMBING INSTALLATION

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"), Building Associates, Incorporated, a for profit corporation duly incorporated in the State of Indiana with its principal place of business located at 3701 Jonathan Drive, Bloomington, Indiana 47404, (hereinafter referred to as the "CONTRACTOR");

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR for construction services for the installation of certain ceiling, drywall, priming, painting, and plumbing materials at the City's Blucher Pool facility, all of which is 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 and shall be completed by the 31 day of December, 2017.

ARTICLE 2. SERVICES

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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 30 days after the date of this contract. 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"**.

3.02 CITY shall compensate CONTRACTOR a lump sum not to exceed Eleven Thousand Eight Hundred Seventy Dollars 00/100 ($11,870.00) upon the satisfactory completion and submittal of approved claims 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.

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ARTICLE 4. RETAINAGE

(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

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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

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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 Discrepancy between documents. **(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:

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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

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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.

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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 Trench Safety. **(this section intentionally left blank)**

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.

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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	Building Associates, Inc.
Attn: John Langley	Attn: Brady J. Showalter
600 E. Miller Dr.	3701 Jonathan Drive
Bloomington, IN 47401	Bloomington, IN 47404

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. (this section intentionally left blank)

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."

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

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

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

5.19 Non-Collusion.

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

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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:

Vic Kelson, Director Dated:
City of Bloomington Utilities

John Hamilton, Mayor Dated:
City of Bloomington

BUILDING ASSOCIATES, INC.:
BY:

Brady J. Showalter Dated: