

**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 22, 2017**

**12:00 P.M. Regular Meeting**

- I. Call to order
- II. Approval of the minutes of previous meeting (Dec 11)
- III. Approval of the claims
- IV. Request approval of Resolution to award the Blucher Poole WWTP Screening Equipment Replacement project - Mike Hicks
- V. Request approval of Consulting Service Agreement for I69 Unit 4 – Jane Fleig
- VI. Request approval of agreement for Ammonia Line Repair at MWTP – Vic Kelson
- VII. Request approval of agreement for Blucher Poole Ceiling Repair – Vic Kelson
- VIII. Request Approval
- IX. Old business
- X. New business
- XI. Subcommittee reports: Property & Planning recommendation regarding sewer extension request
- XII. Staff reports
- XIII. Petitions and communications\*
- XIV. Adjournment

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

# UTILITIES SERVICE BOARD MEETING

December 11, 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, Amanda Burnham, Jean Capler, and Julie Roberts.

Staff members present: Nancy Axsom, Tamara Roberts, Michael Hicks, Phil Peden, Brad Schroeder, John Langley, Nolan Hendon, Michelle Waldon, Tom Axsom, Cindy Shaw, Chris Wheeler, Laura Pettit, Holly McLaughlin, and Vic Kelson.

## AMEND AGENDA

***Board member Roberts moved and board member Burnham seconded the motion to amend agenda; motion carried, 5 ayes (2 members absent: Ehman and Banach).***

CBU Director Kelson requested that the agenda be omitted to item IV. because the agreement was not yet completed and ready for USB consideration.

## MINUTES

***Board Vice President Sherman moved and Burnham seconded the motion to approve the minutes of the November 27<sup>th</sup> meeting. Motion carried, 5 ayes (2 members absent: Ehman and Banach).***

## CLAIMS

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

***Vendor invoices submitted included \$360,918.46 from the Water Utility; \$488,467.83 from the Wastewater Utility; and \$28,886.89 from the Stormwater Utility. Total Claims approved, \$878,273.18.***

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

***Sherman moved and Burnham seconded the motion to approve the ACH claims as follows:***

***Utility invoices submitted included \$200,834.62 from the Water Utility; \$0.00 from the Wastewater Utility; and \$0.00 from the Stormwater Utility. Total Claims approved, \$200,834.62.***

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

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

**Utility invoices submitted included \$104,474.23 from the Water Utility; \$109,091.72 from the Wastewater Utility; and \$0.00 from the Stormwater Utility. Total Claims approved, \$213,565.95**

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

**Sherman moved and Burnham seconded the motion to approve the wire transfers and fees in the amount of \$645,051.78.**

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

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

**Customer refunds submitted included \$0.00 from the Water Utility; \$357.32 from the Wastewater Utility; and \$0.00 from the Stormwater Utility. Total Claims approved, \$357.32.**

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

#### **BID OPENING BLUCHER POOLE WWTP SCREENING EQUIPMENT REPLACEMENT**

CBU Engineer Hicks opened 5 bids for the Blucher Poole Screening Equipment Replacement project. Hicks 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 \$275,000.00.

<b>Bidder</b>	<b>Graves</b>	<b>Kokosing</b>	<b>Mitchell &amp; Stark</b>	<b>Ottenweller</b>	<b>Reynolds</b>
<b>Base Bid</b>	\$219,219.00	\$236,700.00	\$253,850.00	\$196,000.00	\$267,200.00

#### **REQUEST APPROVAL OF PRETREATMENT PERMIT MONROE WATER TREATMENT PLANT**

**Sherman moved and Burnham seconded the motion to approve permit; motion carried, 5 ayes (2 members absent: Ehman and Banach).**

CBU Pretreatment Coordinator Roberts presented a permit to allow wastewater from backwashing at Monroe Water Treatment Plant to be hauled to Dillman wastewater plant. There will be monthly sampling. When pumps are repaired, MWTP will no longer need to haul the waste. Currently, a contractor is hauling the wastewater.

**OLD BUSINESS: N/A**

**NEW BUSINESS:** Kelson reported that after the contract had been submitted to USB for Blucher Poole replacement of the ceiling related to mold removal, two more contractors asked to bid on the project. CBU decided to postpone approval of the contract to allow for competitive bidding. Sherman moved and Burnham seconded for a finding of an emergency to replace the Blucher Poole ceiling not to exceed \$30,000; motion carried, 5 ayes (2 members absent: Ehman and Banach).

**SUBCOMMITTEE REPORTS:** Planning and Property subcommittee reported about a petition for a sewer extension into Area B. The item was tabled for 2 weeks for consideration. CBU Board Liaison McLauchlin said there would not a quorum for the regularly scheduled meeting on 12/26. Frank suggested a claims only meeting on 12/22 at noon; McLauchlin will follow up to ensure a quorum is available for both the regular meeting and a Property and Planning subcommittee meeting.

**STAFF REPORTS:** Kelson said the new DBP numbers were released and they were low. He introduced the new Assistant Director Finance Laura Pettit and acknowledged CBU Finance Manager Waldon for her work as interim Asst. Director. Frank welcomed Pettit. Kelson also reported that an intern at the Monroe plant passed the WT5 test. CBU Engineer Peden showed plans for proposed water filling station at the Winston Thomas site on S. Walnut. This will be for bulk buyers who are currently using hydrant meters. It is potable water for people who live outside a service area, power washers, or vac trucks. Customers will be able to use a credit card. It is unknown if they would need to be precertified. Project should start early in the new year and cost around \$100,000.

**PETITIONS AND COMMUNICATIONS:** None

**ADJOURNMENT:** The meeting was adjourned at 5:27 p.m.

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Samuel K. Frank, President

**UTILITIES SERVICE BOARD MOTION  
MEETING ON DECEMBER 22, 2017**

To:	Utilities Service Board	From:	Kim Robertson
Dept.		Dept.	Accounts Payable
Sub:	Claims list filed: 12/21/17	Date:	12/21/17
	USB: 12/22/2017		
	For Period: 11/25/17-12/08/17	Paydate:	12/29/17
	G/L Date: 12/29/17		

Utilities Department invoices filed with the City Controller December 21, 2017 and signed by the Utilities Service Board for payment December 29, 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	351,191.27
Water Construction	10,000.00
Water Meter Deposit	0.00
Water Sinking	0.00
Water Hydrant Meter Rental	0.00
	<u>\$361,191.27</u>
Total of Water Utilities as per the invoice list:	
Wastewater Operations & Maintenance	313,974.42
Wastewater Construction	0.00
Wastewater Sinking	0.00
	<u>\$313,974.42</u>
Total of Wastewater Utilities as per the invoice list:	
Stormwater	2,735.01
Stormwater Construction	0.00
	<u>\$2,735.01</u>
Total of Stormwater Utility as per the invoice list:	
	<u>\$361,191.27</u>
<b>Total Water Utility:</b>	
	<u>\$313,974.42</u>
<b>Total Wastewater Utility:</b>	
	<u>\$2,735.01</u>
<b>Total Stormwater Utility:</b>	
	<u>\$677,900.70</u>
<b>TOTAL WATER, WASTEWATER &amp; STORMWATER UTILITIES</b>	

City of Bloomington Utilities  
Accounts Payable by G/L Distribution Report  
Paydate: 12/29/17

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Water Construction	Wastewater O&M	Stormwater O&M
Allied Wholesale Electrical Supply, LLC	5379265	DM17-139 Closet carrier gaskets, cable ties, lead free solder	67.88			67.88	
Allied Wholesale Electrical Supply, LLC	5379919	TD17-481 Hole Saw blades (14L 7/8"); 22L 1-3/8"; 28L 1-3/4"	50.67	50.67			
All-Phase Electric Supply, INC	0740-573478	6 Phase sequence and loss monitors - TD	823.08	329.23		493.85	
All-Phase Electric Supply, INC	0740-573609	30 Fluorescent light bulbs - SC	69.90	27.96		41.94	
American Water Works Association	0001630372	MN17-498 WSO Water Treatment & H2O Study Guide - textbooks	858.74	858.74			
American Water Works Association	7001444581	ADMIN17-209 Annual membership renewal - Rebekah Fiedler	230.00	92.00		138.00	
American Water Works Association	Chris Kerchefski	MN17-490 Annual membership for Chris Kerchefski	90.00	90.00			
Aramark Uniform & Career Apparel Group, INC	11/30/17 supply	Weekly mats & supplies - November 2017 - MN, SC, BP, DR	1,712.79	693.04		1,019.75	
Aramark Uniform & Career Apparel Group, INC	11/30/17 Uniform	Uniform service - November 2017 - TD, ENG, BP, DR, PUR, MN	368.68	149.03		219.65	
Arcadis U.S., INC	0877855	W15-3904 - 2015 Hydraulic Water Model to 10/22/17 - DIR	35,059.50	35,059.50			
AVTECH Software, INC	2017110203	Room Alert 3E - Monitor w/PoE & power adapter - MN	288.40	288.40			
B L Anderson Co., INC	0000012904	MN17-442 Magnetic flow meter and transmitter backwash clarifier	6,321.07	6,321.07			
Baker Lawn Service Company	11/30/17 CBU	Fall clean-up @ Service Center - 11/18/17 - SC	612.00	244.80		367.20	
Bentley Systems, INC	47875216	W15-3904-WaterCAD Software-hydraulic water model to 10/12/18-DR	21,310.00	21,310.00			
Biochem, INC	16370	K275 KLX Polymer for belt press - delivered 12/06/17 - DR	12,688.89			12,688.89	
Black Lumber Co INC	347653	2 Extension cords for trucks in T&D - SW, TD	59.94	23.98		32.97	2.99
Bland's, LLC	86015	MN17-486 Lowering and lifting loader in backwash basin	1,050.00	1,050.00			
Bloomington Paint & Wallpaper Co	00382443	Paint & misc brushes and tray liner - MN	152.82	152.82			
Brehob Corporation	708957	ADMIN17-165 Quincy 2HP reciprocating for belt press 1&2 (2)	10,168.89			10,168.89	
Brenntag Mid-South, INC	BMS821729	Robin 120 Polymer - 4,600 @ .9420 delivered 12/06/17 - MN	4,383.20	4,383.20			
Chemtrade Chemicals Corporation	92253857	Alum - 10.950 @ 424.00 delivered 12/06/17 - MN	4,642.80	4,642.80			
Chemtrade Chemicals Corporation	92256941	Alum - 10.892 @ 424.00 delivered 12/11/17 - MN	4,618.21	4,618.21			
Cintas First Aid & Safety #2	5009497346	Restock first aid cabinet @ Monroe - 12/05/17 - MN	32.57	32.57			
Cintas First Aid & Safety #2	5009497348	Restock first aid cabinet @ Dillman WWTP - 12/05/17 - DR	95.82			95.82	
City Of Bloomington	11/30/17 Fuel	Fuel charges for all utilities vehicles - Nov 2017	12,198.84	4,182.80		8,016.04	
City Of Bloomington	12/31/17SET RATE	Set rate for all utilities vehicle parts & repairs - Dec 2017	27,594.92	8,388.86		19,206.06	
CITY OF BLOOMINGTON UTILITIES	11/01-11/30/17	Service - 11/01-11/30/17 - BP, DR, LS, SC	11,293.79	283.81		11,009.98	
CITY OF BLOOMINGTON UTILITIES	ACCT17-115	Replenish petty cash drawer - Receipts 1580-1586 - ACCT	187.00			187.00	

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Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Water Construction	Wastewater O&M	Stormwater O&M
Commercial Service Of Bloomington, INC	S141107	Trouble shoot 2 heaters in H.S. area @ Monroe - MN	40.10	40.10			
Commercial Service Of Bloomington, INC	S141840	Continuation of 2017 HVAC preventative maint @ Service Center-SC	1,380.00	552.00		828.00	
Core & Main, LP	H828480	PUR17-370Q Brass Ball Corps, 1" & 2"	1,672.21	1,672.21			
Core & Main, LP	H862200	PUR17-370Q Meter pit extension rings 20" x 36" (8)	2,422.88	2,422.88			
Core & Main, LP	I034774	PUR17-460Q Manhole lids & frames, valves, full seal clamps	4,078.49	3,413.60		664.89	
Core & Main, LP	I034805	PUR17-475Q Various inventory parts	9,390.57	8,809.12		581.45	
Core & Main, LP	I109755	PUR17-490Q Roll copper, full seal clamps, swivel corp bends	3,701.70	3,608.40		93.30	
Cosner's Ice Company	117014317	65 bags of ice delivered 12/12/17 - TD	94.25	37.70		51.84	4.71
Creative Graphics, INC (dba Baugh Enterprises)	3825	Printing & mailing water/wastewater bills - Nov 2017 - ACCT	11,223.66	4,489.46		6,734.20	
DLZ Indiana, LLC	822585-CBU	ENG17-099 CBU portion design costs Tapp/Rockport project	5,000.00	5,000.00			
Duke Energy	P2140486301	PUR17-515 Damages incurred 5/25/17; N Loesch Rd & W Woodyard Rd	5,477.95	2,191.18		3,286.77	
E&B Paving, INC	S16-6003	CBU Portion for project S16-6003 - W 17th St Paving - ENG	10,277.00			10,277.00	
Environmental Resource Associates	847913	Heterotrophic plate count, PotableWatR coliform Microbe-LAB,DR	530.24	530.24			
Eurofins Eaton Analytical, INC	S290139	Testing - Cryptosporidium, ecoli - 11/20/17 - MN	455.00	455.00			
Eurofins Eaton Analytical, INC	S290153	Testing - SOC 525.2 analysis of drinking water - 4th OTR - DR	260.00	260.00			
Eurofins Eaton Analytical, INC	S290322	Testing - TTHM analysis, HAA5 analysis - sampled 11/21/17 - DR	1,710.00	1,710.00			
Everett J Prescott, INC	5328237	TD17-249 18V meter pit pump w/battery & charger	625.00	250.00		375.00	
Everett J Prescott, INC	5331100	TD17-468 iPerel meters, 1" PERL, 3-wire pigtails, Ford meter lid	44,983.55	17,993.42		26,990.13	
Executive Management Services, INC	222335	Monthly cleaning service @ Service Center - Dec 2017 - SC	3,992.00	1,596.80		2,395.20	
Executive Management Services, INC	222336	Monthly cleaning service @ Dillman WWTP - Dec 2017 - DR	1,082.00			1,082.00	
Executive Management Services, INC	222337	Monthly cleaning service @ Blucher WWTP - Dec 2017 - BP	801.00			801.00	
Fastenal Company	INBLM200934	Inspection for fall protection reel - RPR: Miller MP306 - DR	250.00			250.00	
Ferguson Enterprises, Inc	0105533	PUR17-467Q Various inventory parts	30,847.00	30,847.00			
Ferguson Enterprises, Inc	0103066-1	D17-93 PUR17-435 7505 inlet W Grate (Bituminous coated)	494.00				494.00
Fields Environmental, INC	1925	S17-6110 BP17-215 Remaining charges for mold remediation	4,844.10			4,844.10	
First Financial Bank, N.A.	S16-6003	Retainage-CBU Portion for project S16-6003- W 17th St Paving-ENG	540.90			540.90	
Fisher Scientific Company, LLC	0272325	Potassium iodide, buret auto clear 10 ML - MN	1,006.66	1,006.66			
Fisher Scientific Company, LLC	0613801	Calver 2 calcium indicator 454G - MN	100.35	100.35			
Fisher Scientific Company, LLC	1433548	Methyl purple indicator 500ML - MN	34.49	34.49			

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Fisher Scientific Company, LLC	2222922	pH probe, temp probe for pH meter - MN	941.11	941.11			
Fisher Scientific Company, LLC	2433090	1 pH meter for lab - MN	1,323.40	1,323.40			
Fisher Scientific Company, LLC	2577310	Temp probe for pH Meter - MN	378.67	378.67			
Fisher Scientific Company, LLC	2697262	Versa-clean concentrate 1 gal - LAB, DR	319.09			319.09	
Freedom Business Solutions, LLC	10269	Toner cartridge for HP402 - ACCT	145.00	58.00		87.00	
Graceland College Center Professional Development	MN17-470	MN17-470 Professional development seminar - D. Gramlich	299.00	299.00			
Gripp, INC	335108	S14-5805 - Wastewater Flow Monitoring - ENG	4,576.83			4,576.83	
HACH Company	10713745	MN17-452 5500sc Ammonia/mono chloramine analyzer	2,590.79	2,590.79			
HACH Company	10720489	MN17-453 Warranty plus service agmt for analyzer in transfer bld	3,002.00	3,002.00			
HACH Company	10725578	MN17-452 5500sc Ammonia/mono chloramine analyzer	24,134.03	24,134.03			
HACH Company	10732739	MN17-452 5500sc Ammonia/mono chloramine analyzer	952.30	952.30			
HACH Company	10744328	DL17-102 DPD Dispenser, Total chlorine reagent (2)	145.37	145.37			
HACH Company	10744336	DL17-100 BOD nutrient buffer pillows, 300ml & 19L	664.61			664.61	
Hawkins, INC	4182050	MN17-488 Sodium permanganate 20%, 4428.86 lbs (458 qals)	4,251.71	4,251.71			
HD Supply Facilities Maintenance - (USA Bluebook)	408968	MN17-444 OSHA signs - Delivery drivers, front office, visitors	143.45	143.45			
HD Supply Facilities Maintenance - (USA Bluebook)	424487	TD17-467 Sonoscope leak detectors (6)	119.86	47.94		71.92	
HD Supply Facilities Maintenance - (USA Bluebook)	427569	DR17-156 YSI Pro meter; DO sensor; cable; membrane kit	1,714.30			1,714.30	
HD Supply Facilities Maintenance - (USA Bluebook)	429283	DM17-129 Flowline LU30-50 ultrasonic sensors (2)	1,906.75			1,906.75	
HD Supply Facilities Maintenance - (USA Bluebook)	430422	PUR17-503 Gauge shock absorber for H2O oils, lead free (4)	89.79	35.92		53.87	
HD Supply Facilities Maintenance - (USA Bluebook)	433915	DL17-097 Sample bottles, glass microfiber filters, cylinders	1,401.75			1,401.75	
Hoosier Times, INC	149972 - 113017	Bid notice - Blucher Equipment Replacement 11/26/17 #368321 -DIR	117.60			117.60	
HP Products Corporation	I3260136	2 cs GOJO lotion soap - SC	66.76	26.70		40.06	
Indiana Bratworks (Board & Blade)	12/05/17 CBU	ADMIN17-213 Lunch for USB Retreat 12/5/17	350.00	140.00		210.00	
Indiana Oxygen Co	08474470	Monthly cylinder rental - DR	140.64			140.64	
Indiana Safety Company, INC	0084684-IN	PUR17-499 Memphis industrial gloves	298.06	119.22		178.84	
Indiana Safety Company, INC	0084735-IN	PUR17-499 Memphis industrial gloves	212.90	85.16		127.74	
Indiana Underground Plant Protection Service, INC	67645	Monthly per ticket fee for line locates - 10/01-10/31/17 - TD	2,064.35	825.74		1,238.61	



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Indiana University Health Bloomington, INC	00061491-00	Drug screen DOT 5 Panel E screen for 1 TD employee-11/15/17-TD	43.00			43.00	
Indiana University Health Bloomington, INC	00061492-00	Vaccine Hep B, Admin Toxid single for 1 TD employee-11/15/17-TD	93.00	37.20		55.80	
Indiana University Health Bloomington, INC	00062148-00	Vaccine Hep B, Admin Toxid single for 1 TD employee-11/22/17-TD	93.00	37.20		55.80	
Indiana University Health Bloomington, INC	00062150-00	Vaccine Hep B, Admin Toxid single for 1 TD employee-11/22/17-TD	93.00	37.20		55.80	
Indiana Water Environment Association, INC (IWEA)	9834	ADMIN17-205 IWEA Membership renewal - Vic Kelson	35.00	35.00			
Irving Materials, INC	10497951	Concrete - Water line - Jordan Ave - TD	248.00	248.00			
Irving Materials, INC	10498519	Concrete - Main break - 8th & Fairview - TD	248.00	248.00			
Irving Materials, INC	10498520	W17-4106 - Concrete - Church Lane & Rogers - TD	543.00	543.00			
Irving Materials, INC	10500534	Concrete - Main break, hydrant - TD	678.00	678.00			
Irving Materials, INC	10500535	Concrete - Storm - Maxwell & Manor Lane - SW, TD	543.00				543.00
Irving Materials, INC	10501307	Concrete - Storm - 815 N Grant St - SW, TD	1,074.00				1,074.00
Irving Materials, INC	10502028	Concrete - Water line - S Patterson Dr & W 2nd St - TD	425.00	425.00			
J&J Municipal Supply, INC	J004049	TD17-361 Round box 18" x 24"; Part#MB-5 (16)	654.08	261.63		392.45	
J&S Locksmith Shop, INC	173589	2 Keys made for Blucher Poole - BP, DIR	3.18			3.18	
JCI Jones Chemicals, INC	740620	Sodium hydroxide - 11,6920 @ 524.00 delivered 11/16/17 - MN	6,126.61	6,126.61			
JCI Jones Chemicals, INC	741383	Sodium hypochlorite - 4,612 @ .7500 delivered 11/28/17 - MN	3,459.00	3,459.00			
JCI Jones Chemicals, INC	742212	Sodium hydroxide - 11,7995 @ 524.00 delivered 12/01/17 - MN	6,182.94	6,182.94			
JCI Jones Chemicals, INC	742478	Sodium hypochlorite - 4,553 @ .7500 delivered 12/06/17 - MN	3,414.75	3,414.75			
Jeffery D Todd (Todd Septic Tank Service)	6572	Pump and remove waste from pond 11/14-11/29/17 - MN	8,600.00	8,600.00			
John Deere Financial (Rural King)	JRNL#I44846/62	Torque wrench for truck #612 - TD	92.99	92.99			
John Deere Financial (Rural King)	JRNL#I51445/62	4 2" sch. 80 street elbows - MN	39.96	39.96			
John Deere Financial (Rural King)	JRNL#I68759/62	Rubber boots for Axsom, Campbell, Raines & Dike - SW, TD	667.78	267.11		367.28	33.39
Kirby Risk Corp	S109587541.001	Heat cord roll, wire connectors for cabinets in records room -MN	131.64	131.64			
Kirby Risk Corp	S109593569.001	2 Transformers - stock for lift stations - LS, TD	61.45			61.45	
Kirby Risk Corp	S109607284.001	3 Phillips 3 pk bulbs - MN	104.79	104.79			
Kleindorfer Hardware & Variety	11/25/17 CBU	Misc parts & supplies - 10/30-11/09/17 - MN, TD, MS, DR, SW	498.03	439.02		32.52	26.49

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KM Repair Service, INC (Quality Repair Service)	23898	TD17-368 Hydromatic pump repair, case ring, bronze wear ring	6,082.00			6,082.00	
Komline Sanderson Engineering Corporation	42037284	BP17-100 Upper belt 82"x51"x2" & lower belts (2) 82" x 47'-5"	4,316.94			4,316.94	
Koorsen Fire & Security, INC	PINV083028	QTRLY sprinkler riser inspection - SC	127.50	51.00		76.50	
Kroger Limited Partnership I	339946	Tableware & table covers for stormwater activities - SW, ENG	6.00				6.00
Lakeside Equipment Corp	17-1619	S17-6108 ENG17-095 Washer compactor rehab at Dillman	29,933.00			29,933.00	
Lawson Products, INC	9305311472	12 Electrical degreaser for electric components - DR	138.61			138.61	
Lawson Products, INC	9305339524	1/2" Packmaster packing for pumps - DR	570.23			570.23	
Lawson Products, INC	9305402570	1/2" Packmaster packing for pumps - DR	570.23			570.23	
M E Simpson Company, INC	30736-B	W17-4108 - Hydrant maint. & capacity testing 10/16-10/19/17-ENG	5,339.00	5,339.00			
MacAllister Machinery Co, INC	R71242289501	6' End members, pins, keepers for shoring boxes - SW, TD	3,245.40	1,298.16		1,784.97	162.27
Menards, INC	80476	Misc paint covers - DR	53.33			53.33	
Menards, INC	81067	Copper pipe, broom, gloves, ball valves, bushings & misc - MN	465.40	465.40			
Menards, INC	81514	Drill bits, ratchet cutters, spud bar for truck #704 - SW, TD	83.94	33.58		46.17	4.19
Menards, INC	81549	2 Flash lights for truck #529 - SW, TD	69.98	27.99		38.49	3.50
Menards, INC	81677	Tee PVC 80's, SCH 80 risers, paint, tape mortar, grout - DR	157.11			157.11	
Menards, INC	81759	Hydrogen peroxide, tubing, flash drive, buckets, dolly truck - MN	215.66	215.66			
Milestone Contractors, LP	114507	W17-4106 - Asphalt - Water line, storm - 11/9-11/22/17 - SW, TD	1,175.52	854.31			321.21
Monroe County Government	122017-COBU	Misc copies made - 11/02-11/29/17 - ENG	60.00	24.00		36.00	
Monroe County Solid Waste Management District	HHW 128	Recycle light bulbs - 11/29/17 - SC	78.71	31.48		47.23	
Paragon Micro, INC	788177	16 Dell Optiplex 5050 MT computers - COMM,ACCT,ENG,AR,CS,PUR,DIR	14,639.84	5,489.95		9,149.89	
Promevo, LLC	82983-CBU	134 @ \$50 ea - G Suite Basic User License - Annual - DIR	6,700.00	2,680.00		4,020.00	
Richard's Small Engine, INC	263167	Pad, deck wear 48A/52A/61A - DR	26.61			26.61	
Richard's Small Engine, INC	269115	Knob recliner, pad, deack wear 48A/52A/61A - DR	50.09			50.09	
Ricoh USA, INC	1073699178	Ricoh MP4055SP copier w/TS Network & Scan Connect - TD, DIR	3,480.00	1,392.00		2,088.00	
Rogers Group, INC	0071162942	#11 Stone - Stock - 11/22/17 - TD	390.96	156.38		234.58	
Rogers Group, INC	0071163032	W17-4109 - Stone - Stock & Stephens Dr - 11/27-12/1/17 - TD	1,390.38	1,084.81		305.57	
Sal Chemical Co., INC	175099	Aqua ammonia - 19,420 @ .1600 delivered 12/04/17 - MN	3,107.20	3,107.20			
Smithville Telephone Co Inc	17428	MN17-487 Phone line repair (1.5 hr technician)	112.50	112.50			
Smithville Telephone Co Inc	12/02/17 BP	Service - Blucher, fax, modem - 11/02-12/01/17 - BP	280.78			280.78	
Smithville Telephone Co Inc	12/02/17 DR	Service - Dillman, fax - 11/02-12/01/17 - DR	239.89			239.89	
Smithville Telephone Co Inc	12/02/17 MN	Service - Monroe, fax, intake, internet - 11/02-12/01/17 - MN	395.78	395.78			

City of Bloomington Utilities  
Accounts Payable by G/L Distribution Report  
Paydate: 12/29/17

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Water Construction	Wastewater O&M	Stormwater O&M
South Central Community Action Program INC	2017-11	Admin expense for Assistance Program - Nov 2017 - ACCT	149.69	59.88		82.33	7.48
Southern Indiana Parts, INC (Napa Auto Parts)	161630	Impact wrench for truck #621 - TD	149.99	149.99			
Southern Indiana Parts, INC (Napa Auto Parts)	179422	Oil, anti-freeze, air chuck, aerosoles - SC	158.27	63.31		94.96	
Staples Contract & Commercial, INC	3359974406	Calendar refills, weekly/monthly planners, wire file holders- TD	297.53	119.02		163.96	14.55
Staples Contract & Commercial, INC	3359974407	Erasable wall calendar - TD	15.99			15.99	
Staples Contract & Commercial, INC	3359974408	16 2018 Weekly/monthly tabbed planners - TD	212.96	85.18		117.80	9.98
State Of Indiana	000000554	Annual fee - ISDH Certification to test drinking water - LAB, DR	300.00	300.00			
State Of Indiana	12/06/17 CBU	Water usage - 11/01/17-11/30/17 - MN	14,521.95	14,521.95			
Sterling Garage Doors, INC	35341N	PUR17-514 Repaired garage doors @ Service Center	552.36	220.94		331.42	
Sunbelt Rentals, INC	74360898-0001	Cap, Carburetor & ignition unit for jumping jacks - SW, TD	545.00	218.00		299.75	27.25
SunTrust Equipment Finance & Leasing Corp	1644299	Lease/purchase agreement for vehicles purchased in 2013 - ACCT	108,965.31	41,029.62		67,935.69	
The Sherwin Williams Company	4237-6	DR17-157 Paint for east end basin complex (10 gals) & brushes	462.82			462.82	
Tyler Technologies, INC	22412-B6D6S6	New World Unlimited site license - DIR	2,575.00	1,030.00		1,545.00	
United Parcel Service, INC	0000430948487	Shipping charges - 11/29/17 - MS, DIR, PUR	17.56	4.60		12.96	
United Parcel Service, INC	0000430948497	Shipping charges - 12/04/17 - MN, PUR	60.10	60.10			
Virtuoso Sourcing Group, LLC	24149	Collection agency fee - 11/22-11/30/17 - AR	23.97	9.59		14.38	
W.W. Grainger, INC	9627470819	DM17-138 Threaded flange, part#4TXF5, 1-1/2", NPT	43.74			43.74	
W.W. Grainger, INC	9632390739	ADMIN17-204 Sample bottles (5); Part#41U364	228.95			228.95	
Water Environment Federation	17768140 12/18	ENG17-102 Membership renewal for Jane Fleig	175.00			175.00	
West Side Tractor Sales Co.	B00280	PUR17-347 John Deere skid steer 324E	48,390.61	19,356.24		29,034.37	
Young Plumbing & Mechanical, INC	49855	W17-4110 - 4 WMR's Nancy & S Clifton water relocation - ENG	10,000.00		10,000.00		
Young Trucking, INC	95304	Hauling sludge from Blucher Poole - 11/21-11/22/17 - BP, ENV	1,805.68			1,805.68	
Young Trucking, INC	95305	Hauling of sludge from Dillman WWTP - 11/21/17 - DR, ENV	4,010.43			4,010.43	
Young Trucking, INC	95368	Hauling sludge from Blucher Poole 11/27-11/29/17 - BP, ENV	1,371.76			1,371.76	
Young Trucking, INC	95369	Hauling sludge from Dillman WWTP - 11/29-11/30/17 - DR, ENV	8,514.62			8,514.62	
Grand total:			677,900.70	351,191.27	10,000.00	313,974.42	2,735.01

**SPECIAL CHECK RUN  
INTERDEPARTMENTAL  
MEMO**

To: Accounting Department  
 Sub: Special Check Run  
 Paid: 12/20/17  
 G/L DATE: 12/20/17

From: Kim Robertson  
 Dept. Accounts Payable  
 Date: 12/20/17

Water Operations & Maintenance	0.00
Water Construction	0.00
Water Meter Deposit	0.00
Water Sinking	1,590,311.71
Water Hydrant Meter Rental	0.00
Water Debt Reserve	0.00

Total of Water Utilities as per the claims list:	\$1,590,311.71
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Wastewater Operations & Maintenance	0.00
Wastewater Construction	0.00
Wastewater Sinking	5,704,635.85

Total of Wastewater Utilities as per the claims list:	\$5,704,635.85
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Stormwater	0.00
Stormwater Construction	0.00

Total of Stormwater Utility as per the claims list:	\$0.00
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<b>Total Water Utility:</b>	<b>\$1,590,311.71</b>
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<b>Total Wastewater Utility:</b>	<b>\$5,704,635.85</b>
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<b>Total Stormwater Utility:</b>	<b>\$0.00</b>
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<b>TOTAL WATER, WASTEWATER &amp; STORMWATER UTILITIES</b>	<b>\$7,294,947.56</b>
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Bank of New York & Huntington National Bank - Bond & State Revolving Fund Loan Payments due 01/01/18  
 Paid via ACH on 12/20/17

City of Bloomington Utilities  
Accounts Payable by G/L Distribution Report  
Paydate: 12/20/17

Bond and SRF Payments Due 01/01/18

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Wastewater Sinking
Bank Of New York	MW17-10	Principal & Interest due 01/01/18 - 2003 Waterworks Bonds	274,700.00	274,700.00	
Bank Of New York	MW17-11	Principal & Interest due 01/01/18 - 2011 Waterworks Bonds	986,300.00	986,300.00	
Bank Of New York	MW17-13	Principal & Interest due 01/01/18-2017 Waterworks Revenue Bonds	140,875.63	140,875.63	
Bank Of New York	MW17-15	Principal & Interest due 01/01/18-2012 Sewer Bonds - Series A	436,037.50		436,037.50
Bank Of New York	MW17-16	Principal & Interest due 01/01/18-2012 Sewer Bonds - Series B	1,259,940.00		1,259,940.00
Bank Of New York	MW17-17	Principal & Interest due 01/01/18-2012 Sewer Bonds - Series C	264,968.13		264,968.13
Bank Of New York	MW17-18	Principal & Interest due 01/01/18 - 2013 Sewer Bonds	2,206,679.00		2,206,679.00
Bank Of New York	MW17-20	Interest due 01/01/18 - 2017 Sewer Bonds	71,499.99		71,499.99
Bank Of New York	MW17-21	Principal & Interest due 01/01/18 - SRF Loan #CS-182416-01	352,251.20		352,251.20
Bank Of New York	MW17-22	Principal & Interest due 01/01/18 - SRF Loan #WW-06445305	434,413.12		434,413.12
Bank Of New York	MW17-23	Principal & Interest due 01/01/18 - SRF Loan #WW-0644536	211,722.83		211,722.83
The Huntington National Bank	MW17-12	Principal & Interest due 01/01/18 - 2015 Refunding Bonds - A	188,436.08	188,436.08	
The Huntington National Bank	MW17-19	Principal & Interest due 01/01/18 - 2015 Refunding Sewer Bonds-A	467,124.08		467,124.08
Grand total:			<u>7,294,947.56</u>	<u>1,590,311.71</u>	<u>5,704,635.85</u>

**UTILITIES SERVICE BOARD MOTION  
MEETING ON DECEMBER 22, 2017  
UTILITY BILLS**

<p>To: Utilities Service Board          Dept.          Sub: Claims list filed: 12/18/17          USB: 12/22/2017          For Period: 12/06/17 - 12/18/17          G/L Date: 12/19/17</p>	<p>From: Kim Robertson          Dept. Accounts Payable          Date: 12/18/17            Paydate: 12/19/17</p>
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Utilities Department invoices filed with the City Controller December 18, 2017 and signed by the Utilities Service Board for payment December 19, 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	5,946.99
Water Construction	0.00
Water Meter Deposit	0.00
Water Sinking	0.00
Water Hydrant Meter Rental	0.00
<b>Total of Water Utilities as per the invoice list:</b>	<b>\$5,946.99</b>
Wastewater Operations & Maintenance	15,020.22
Wastewater Construction	0.00
Wastewater Sinking	0.00
<b>Total of Wastewater Utilities as per the invoice list:</b>	<b>\$15,020.22</b>
Stormwater	0.00
Stormwater Construction	0.00
<b>Total of Stormwater Utility as per the invoice list:</b>	<b>\$0.00</b>
<b>Total Water Utility:</b>	<b>\$5,946.99</b>
<b>Total Wastewater Utility:</b>	<b>\$15,020.22</b>
<b>Total Stormwater Utility:</b>	<b>\$0.00</b>
<b>TOTAL WATER, WASTEWATER &amp; STORMWATER UTILITIES</b>	<b>\$20,967.21</b>

City of Bloomington Utilities  
Accounts Payable by G/L Distribution Report  
Paydate: 12/19/17

Utility Bills

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Wastewater O&M
AT&T	12/09/17	Long distance charges - November 2017 - BP, DR, MN	1.92	.47	1.45
AT&T	8123347689 12/17	Service - Utilities - 12/07-01/06/18 - SC	138.08	55.23	82.85
Comcast Cable Communications, INC	12/02/17	Service - Service Center #8529-20-119-0490580 - 12/15-01/14-SC	19.03	7.61	11.42
DirecTV, LLC	33046943285	Service - Blucher WWTP - 12/10-01/09/18 - BP	61.99		61.99
DirecTV, LLC	33060507097	Service - Dillman WWTP - 12/12-01/11/18 - DR	57.99		57.99
DirecTV, LLC	33062224775	Service - Monroe WTP - 12/12-01/11/18 - MN	57.99	57.99	
Duke Energy	12/19/17	Service - November - December 2017 - LS, BS, GR, SC, TD, WT	5,586.17	1,834.63	3,751.54
Duke Energy	12/12/17 Combo	Service - 10/12-12/07/17 - BS, TD, LS	4,643.05	2,321.74	2,321.31
Utilities District of Western Indiana REMC	52184-001 12/17	Service - Fieldstone LS - 11/01-12/01/17 - LS	757.00		757.00
Utilities District of Western Indiana REMC	75843-001 12/17	Service - Stone Chase LS - 11/01-12/01/17 - LS	131.00		131.00
Vectren	N0814658 12/17	Service - S Central Booster Station - 11/03-12/05/17 - BS	90.53	90.53	
Vectren	N0833866 12/17	Service - Blucher Poole - 10/30-11/29/17 - BP	2,788.72		2,788.72
Vectren	N1035813 12/17	Service - Monroe WTP - 11/02-12/01/17 - MN	1,200.88	1,200.88	
Vectren	N1059811 12/17	Service - Dillman WWTP - 11/02-12/01/17 - DR	4,422.50		4,422.50
Vectren	N1078457 12/17	Service - Service Center - 11/03-12/05/17 - SC	816.32	326.53	489.79
Vectren	N1236302 12/17	Service - Tamarron LS - 11/01-12/01/17 - LS	65.60		65.60
Vectren	N1244359 12/17	Service - Washington St Storage - 11/03-12/05/17 - SC	128.44	51.38	77.06
			<u>20,967.21</u>	<u>5,946.99</u>	<u>15,020.22</u>

**UTILITIES SERVICE BOARD MOTION  
MEETING ON DECEMBER 22, 2017  
CUSTOMER REFUNDS**

To:	Utilities Service Board	From:	Kim Robertson
Dept.		Dept.	Accounts Payable
Sub:	Claims list filed: 12/18/17	Date:	12/18/17
	USB: 12/22/2017		
	For Period: 12/02/17 - 12/18/17	<b>Paydate:</b>	<b>12/29/17</b>
	G/L Date: 12/29/17		

Utilities Department customer refunds filed with the City Controller December 18, 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	328.15
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:	\$328.15
Wastewater Operations & Maintenance	562.64
Wastewater Construction	0.00
Wastewater Sinking	0.00
Total of Wastewater Utilities as per the invoice list:	\$562.64
Stormwater	0.00
Stormwater Construction	0.00
Total of Stormwater Utility as per the invoice list:	\$0.00
<b>Total Water Utility:</b>	<b>\$328.15</b>
<b>Total Wastewater Utility:</b>	<b>\$562.64</b>
<b>Total Stormwater Utility:</b>	<b>\$0.00</b>
<b>TOTAL WATER, WASTEWATER &amp; STORMWATER UTILITIES</b>	<b>\$890.79</b>



City of Bloomington Utilities  
 Accounts Payable by G/L Distribution Report  
 Paydate: 12/29/17

Vendor	Invoice No.	Invoice Description	Invoice Amount	Check No.	Reason for refund	Water Funds	Wastewater Funds	Stormwater Funds
Amy R Alzman	44376-015	Customer refund	\$487.28	25123	Overpayment on each bill since Feb. 2017		\$487.28	
Noel M Cazares	2744-018	Customer refund	\$328.15	25124	Overpayment on each bill since Sept. 2016	\$328.15		
Qiao Zhao	17835-006	Customer refund	\$75.36	25125	Overpayment in April 2017		\$75.36	
						<u>\$328.15</u>	<u>\$562.64</u>	<u>\$0.00</u>
			<u>\$890.79</u>					
			\$890.79					

**BID TABULATION**

PROJECT: Bludher Pools WWTP Screenings Equipment Replacement  
 CRU Project No. 517 61.11  
 DATE BIDS RECEIVED: Monday, December 11, 2017  
 LOCATION: Bludher Pools WWTP  
 5555 N. Bottom Rd.  
 Bloomington, IN 47404

Line	Item Description	Unit	NAME, ADDRESS OF BIDDER						Engineering Estimate Amount
			Graves Plumbing Co., Inc. Highway 54 Switz City, IN 47465	Kokosing Industrial, Inc. 6235 Westerville Rd. Westerville, OH 43081	Mitchell & Stark 170 W 1st St. Medora, IN 47260	Otteweller Contracting, LLC 3010 Independence Drive Fort Wayne, IN 46808	Reynolds Construction, Inc. 4544 N State Road 37 Orleans, IN 47452	Bid Amount	
1	Lump Sum Base Bid	LS	\$219,219.00	\$236,700.00	\$253,850.00	\$196,000.00	\$267,000.00	\$275,000.00	
2	Mandatory Bid Alternative - One Spare Drive Unit		\$3,333.00	\$3,300.00	\$3,420.00	\$3,000.00	\$3,300.00	\$3,550.00	
3	Total if Alternative is Chosen		\$222,552.00	\$240,000.00	\$257,270.00	\$199,000.00	\$270,500.00		
4	Bidding Documents and Forms								
5	Bidding Documents Included								
6	Proposal Form	Y or N	Y	Y	Y	Y	Y		
7	Indiana SBA Form 96	Y or N	Y	Y	Y	Y	Y		
8	Bid Security	Y or N	Y	Y	Y	Y	Y		
9	Owner Required Forms Included								
10	Affirmative Action Plan	Y or N	Y	Y	Y	N	Y		
11	Employee Drug Testing Program Affidavit	Y or N	Y	Y	Y	Y	Y		
12	Trench Safety Affidavit	Y or N	Y	N	N	Y	Y		
13	E-Verify Affidavit	Y or N	Y	Y	Y	Y	Y		
14	Living Wage Ordinance Certification	Y or N	Y	Y	Y	Y	Y		
15	Responsible Bidder Affidavit	Y or N	Y	Y	Y	Y	Y		
16	Bidders' Equipment Manufacturer		Partison	Partison	Partison	Partison	Partison		

Prepared by: Mike Hicks  
 City of Bloomington Utilities  
*Mike Hicks*  
 12/20/17  
 Date

**UTILITIES SERVICE BOARD  
CITY OF BLOOMINGTON, INDIANA  
RESOLUTION 2017 - 8**

**Bid Acceptance for Blucher Poole WWTP Screening Equipment Replacement**

**WHEREAS**, the City of Bloomington Utilities of Monroe County, Indiana, held a bid opening on December 11, 2017 for Blucher Poole WWTP Screening Equipment Replacement project; and

**WHEREAS**, five (5) bids were opened and spread of record, and each bid was reviewed by Utilities Department Staff members for responsiveness; and

**WHEREAS**, the Utilities Department Staff determined that the most responsive and responsible bidder was Ottenweller Contracting, LLC and recommend acceptance of the same.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

The City of Bloomington Utilities Board accepts the bid presented by Ottenweller Contracting, LLC, and now awards to Ottenweller Contracting, LLC the Blucher Poole WWTP Screening Equipment Replacement project.

**SO ADOPTED** by the Utilities Service Board at its meeting of December 22, 2017.

\_\_\_\_\_  
Sam K. Frank, President

\_\_\_\_\_  
Steven J. Sherman, Vice President

\_\_\_\_\_  
Jason Banach, Member

\_\_\_\_\_  
Amanda Burnham, Member

\_\_\_\_\_  
Jeff Ehman, Member

\_\_\_\_\_  
Julie Roberts, Member

\_\_\_\_\_  
Jean Capler, Member

Attest:

\_\_\_\_\_  
Vic, Kelson, Director  
City of Bloomington Utilities Department



## UTILITIES SERVICE BOARD Staff Report

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**Project:** I-69 Unit 4 (Unresolved Issues)  
**Staff Representative:** Jane Flieg & Chris Wheeler  
**Meeting Date:** Special Meeting, Friday, December 22, 2017

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On November 14, 2017, INDOT presented a proposal for resolution of all remaining issues related to CBU infrastructure impacted by I-69 Section 5 construction. A copy of this letter can be found under Exhibit "A" of the GRW Consulting Services Agreement. In order to determine the feasibility and costs of these proposed solutions, CBU wishes to retain the services of GRW, Inc. to conduct a study of all of these proposals, including a careful review of all data and information INDOT used to arrive at their proposals.

GRW will charge CBU \$20,000.00 to do this study. GRW may also propose alternative solutions in some instances.

INDOT advises that these engineering costs are reimbursable. On December 19, 2017, INDOT provided CBU with a draft proposal for a Preliminary Engineering Agreement between the parties which would make these costs reimbursable. On even date INDOT also provided a notice to proceed letter permitting GRW to immediately begin its engineering analysis of INDOT's proposal.

This engineering work is critical for CBU to arrive at an educated and informed decision on whether to accept or counter the INDOT proposal.

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**Other Board Action:** None.

**Staff Recommendation:** Staff recommends approval of this Agreement.



**MEMORANDUM**

**TO: Mayor & Controller**  
**FROM: Jane Fleig - Utilities**  
**DATE: 12/18/2017**  
**RE: GRW consulting services agreement for I-69 Unit 4**

**Funding Source:** This expense is eligible for reimbursement by INDOT. However, if things should go south with INDOT, funds are available as follows:

40% 009-U13121  
60% 010-U13121

**Total Dollar Amount of Contract:** Not to Exceed \$20,000.00.

**Expiration Date of Contract:** Dec. 31, 2018

**Department Head Initials of Approval:**

**Due Date For Signature:** For USB meeting on Friday, December 22, 2017

**Record Destruction Date (Legal Dept to fill in):** 2028

**PREVIOUSLY REVIEWED BY & RETURN SIGNED CONTRACT TO THIS ATTORNEY:**

Christopher J. Wheeler

**ATTORNEY IS TO RETURN SIGNED CONTRACT TO THIS DEPARTMENTAL EMPLOYEE:**

Jane Fleig

**Summary of Contract:**

GRW is going to conduct a feasibility and cost study of the INDOT November 2014 proposed resolution of all remaining issues of utility relocation in the I-69 corridor and provide alternate solutions for items 4, 11, 12. These funds are eligible for reimbursement by INDOT on the project.

**PROJECT NAME: I-69 Unit 4 Relocation**  
**PROJECT NUMBER:**

**AGREEMENT FOR CONSULTING SERVICES**

**THIS AGREEMENT** is entered into by and between the City of Bloomington Utilities Department (hereinafter referred to as "City"), and GRW Engineers, Inc., a for-profit domestic corporation duly incorporated in the State of Indiana, with its principal place of business located at 7112 Waldemar Drive, Indianapolis IN, 46268 (hereinafter referred to as "Engineer"),

**WITNESSETH:**

**WHEREAS**, the City, wishes to determine feasibility and estimated costs to relocate certain waterworks and sewage works infrastructure impacted by the I-69 corridor; and

**WHEREAS**, the City requires the services of an engineering consulting firm to review proposed relocations throughout INDOT's I-69 Section 5 construction corridor to determine the feasibility and estimated costs of said relocation; and

**WHEREAS**, Engineer has been involved in engineering consultation with the City for design review of the I-69 corridor, is familiar with the project, and has the experience, professional expertise and personnel to conduct such a feasibility and cost study for and on behalf of the City and is willing and able to provide such Services; and

**WHEREAS**, it is in the public interest that such Services be undertaken and performed.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. **Effective date.** The effective date for this Agreement is the date last entered in the signature blocks below.
2. **Term.** This Agreement shall expire once all terms and conditions of this Agreement are completed, or on the 31<sup>st</sup> day of December, 2018, whichever shall first occur.
3. **Agreement Price.** The overall cost to the City for all services provided herein by Engineer during the term of this Agreement shall not exceed Twenty Thousand and Zero-One Hundredths (\$20,000.00) Dollars. No additional services shall be performed until and unless additional funding is approved by the City by an amendment to this Agreement reached by both parties herein under the same formality as this Agreement. No amendment to this Agreement shall be entered without a written estimate of cost provided to and approved by the City.

4. **Scope of Services.** Engineer shall provide the Scope of Services which are attached hereto, marked as **Exhibit "A"** and by this reference incorporated herein.

Time is of the essence and Engineer shall diligently pursue its work under this Agreement and shall complete the Services as described in **Exhibit "A"** in a timely manner. Engineer shall perform all Services as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

Engineer agrees that any information or documents, including digital GIS information, supplied by the City shall be used by Engineer for this project only, and shall not be reused or reassigned, communicated to third parties or otherwise disseminated for any purpose whatsoever.

5. **Standard of Care.** Engineer shall be responsible for completion of the Services in a sufficient manner intended to meet the professional standards consistent with that of the industry. The City shall be the sole judge of the adequacy of Engineer's work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such performance.
6. **Responsibilities of the City.** The City shall provide all necessary information regarding requirements for the Services. The City shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Engineer shall be entitled to rely upon the accuracy and completeness of such information. The City shall designate who is authorized to act on its behalf with respect to this Agreement.
7. **Payment.** Prior to receiving payment, the Service Provider shall provide a detailed billing statement in the form of an invoice describing the particular labor and services provided and the relevant rate for each service. The City shall pay said invoice within forty five (45) days of its receipt, provided that the Service Provider has successfully completed the agreed upon work to the City's satisfaction. The City shall not make payment for any unauthorized work or expenses.
8. **Appropriation of Funds.** Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the Utilities Board itself, to appropriate funds or otherwise, then the Board shall have the right to terminate this Agreement without penalty as set forth below.
9. **Termination.** In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to the Engineer. In that event, Engineer shall terminate or suspend performance of the Services on a schedule acceptable to the City, and the City shall pay the Engineer for all the Services performed up to the date that written

notice is received, plus reasonable termination or suspension expenses. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Engineer in connection with this Agreement shall become the property of the City, as set forth in Article 11 herein.

- 10. Identity of Engineer.** Engineer acknowledges that one of the primary reasons for its selection by the City to perform the duties described in this Agreement is the qualification and experience of the principal personnel whom Engineer has represented will be responsible therefor. Engineer thus agrees that the work to be done pursuant to this Agreement shall be performed by the principal personnel described in **Exhibit "B"**, Principal Personnel, and such other personnel in the employ under contract or under the supervision of Engineer whom the City shall approve. **Exhibit "B"** is attached hereto and incorporated herein by reference as though fully set forth. The City reserves the right to reject any of the Engineer's personnel or proposed outside professional sub-Engineers, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.
- 11. Ownership of Documents and Intellectual Property.** All documents, drawings and specifications, including digital format files, prepared by Engineer and furnished to the City as part of the Services shall become the property of the City. Engineer shall retain its ownership rights in its design, drawing details, specifications, data bases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of the Engineer.
- 12. Independent Contractor Status.** During the entire term of this Agreement, Engineer shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City.
- 13. Indemnification.** Engineer shall defend, indemnify and hold harmless the City of Bloomington, its Boards, officers, agents and employees of the City from and against all claims, demands, damages, costs, expenses or other liability, including reasonable attorney's fees and defense costs, to the extent caused by the Engineer's negligent performance of Professional services under this Agreement and that of its Sub-Engineers or anyone for whom the Engineer is legally liable.
- 14. Insurance.** During the performance of any and all Services under this Agreement, Engineer shall maintain the following insurance in full force and effect:

  - a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
  - b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
  - c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$2,000,000 annual aggregate.



- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the City of Bloomington Utilities Department, and the officers, employees and agents of each shall be named as insured under the General Liability, Automobile, and Professional Liability Insurance policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance affected by the City will be called upon to contribute to a loss hereunder.

Engineer shall provide evidence of each insurance policy to the City prior to the commencement of work under the Agreement. Approval of the insurance by the City shall not relieve or decrease the extent to which Engineer may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If Engineer fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City required proof that the insurance has been procured and is in force and paid for, City shall have the right at City's election to forthwith terminate the Agreement.

15. **Conflict of Interest.** Engineer declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. The Engineer agrees that no person having any such interest shall be employed in the performance of this Agreement.
16. **Waiver.** No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.
17. **Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
18. **Assignment.** Neither the City nor the Engineer shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Engineer may assign its rights to payment without the City's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

19. **Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Engineer.
20. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in Monroe County, Indiana.
21. **Non-Discrimination.** Engineer shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment.
22. **Verification of New Employees' Immigration Status.** Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as **Exhibit "C"**, affirming that Contractor does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General.

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

Contractor shall require any subcontractors performing work under this contract 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 the contract with the City.

23. **Non-Collusion.** Service Provider is required to certify that it has not, nor has any other member, representative, or agent of Service Provider, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that

this offer is made without reference to any other offer. Service Provider shall swear under oath, via signed affidavit, attached as **Exhibit "D"** and by this reference incorporated herein, that Service Provider has not engaged in any collusive conduct.

**24. Compliance with Laws.** In performing the Services under this Agreement, Engineer shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. When appropriate, Engineer shall advise City of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Engineer shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.

**25. Notices.** Any notice required by this Agreement shall be made in writing to the addresses specified below:

City: City of Bloomington Utilities, 600 E. Miller Drive, Bloomington,  
IN 47402. Attn: Jane Fleig

Engineer: GRW Engineers, Inc., 7112 Waldemar Drive, Indianapolis,  
Indiana, 46268 – Attn: George Lewis.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and the Engineer.

**26. Intent to be Bound.** The City and the Engineer each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

**27. Integration and Modification.** This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and the Engineer. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.



# SCOPE OF SERVICES



GRW | engineering | architecture | geospatial  
7112 Waldemar Drive | Indianapolis, IN 46268  
317.347.3650 | www.grwinc.com

December 13, 2017

Jane Fleig, P.E.  
Utilities Engineer  
City of Bloomington Utilities  
600 E Miller Drive.  
Bloomington, IN 47401

RE: Proposal for Pre-Design Engineering Services on I-69 Utility Relocation Work

Dear Ms. Fleig:

GRW respectfully submits this proposal to assist the CBU with Pre-Design Engineering services associated with proposed utility relocation work associated with the I-69 project being completed by INDOT. The relocations involved are those proposed for CBU to design and install with reimbursement from INDOT in a letter from the Agency dated November 14, 2017.

## I-69 Utility Relocation Pre-Design Phase:

This work will include the following tasks:

- Collect all relevant existing information from CBU and INDOT including:
  - o Survey Data
  - o Geotechnical Reports and Rock Soundings
  - o Record Drawings
  - o Sewer Flow Data

(This scope assumes the existing information available will be sufficient to complete the required assessments and will be provided in a timely manner. Should additional information be required, it is assumed either INDOT or CBU will collect and provide it.)

- Analyze the proposed work plans for each location to assess their completeness and conformity with applicable design standards and permitting requirements. Discuss the proposed work with contractors regarding potential constructability issues and CBU regarding any operational issues. Develop appropriate revisions to the proposed work plans based on these assessments.
- Review the budgeted construction amounts for completeness and compare to available data of similar construction projects. Obtain cost data as needed for any items not currently included and revise construction costs as appropriate.
- Provide updated project scope descriptions and budgetary estimates for CBU's use as well as engineering support, as needed, during the negotiation of a final utility relocation agreement with INDOT.
- Attend up to three project meetings regarding the project during this phase.

Schedule: The proposed work would be completed with 60 days of receiving a notice to proceed.

Fee: Hourly NTE - \$20,000



Please let us know if you have any questions upon your review of this proposal. We look forward to working together with you on the successful completion of this important project for the City.

Sincerely,  
GRW ENGINEERS, INC.

A handwritten signature in black ink, appearing to read "Joseph P. Tierney". The signature is fluid and cursive, with a large initial "J" and "T".

Joseph P. Tierney, P.E.  
Vice President

Cc: George Lewis, GRW  
File

**GRW Engineers, Inc.**  
**Hourly Rate Schedule**  
**January 1, 2017 thru December 31, 2018**

<u>CATEGORY</u>	<u>Rate</u>	<u>Unit</u>
Principal	\$185.00	Hour
Expert Witness	\$180.00	Hour
Engineer VII	\$180.00	Hour
Engineer VI	\$160.00	Hour
Engineer V	\$140.00	Hour
Engineer IV	\$130.00	Hour
Engineer III	\$110.00	Hour
Engineer II	\$95.00	Hour
Engineer I	\$85.00	Hour
Architect V	\$160.00	Hour
Architect IV	\$140.00	Hour
Architect III	\$100.00	Hour
Architect II	\$80.00	Hour
Architect I	\$70.00	Hour
Senior Planner	\$145.00	Hour
Planner	\$95.00	Hour
GIS Manager	\$160.00	Hour
Senior Designer	\$125.00	Hour
Designer/CAD/GIS Technician V	\$110.00	Hour
Designer/CAD/GIS Technician IV	\$100.00	Hour
Designer/CAD/GIS Technician III	\$90.00	Hour
Designer/CAD/GIS Technician II	\$80.00	Hour
Designer/CAD/GIS Technician I	\$65.00	Hour
Designer/CAD/GIS Technician Trainee	\$55.00	Hour
Construction Manager	\$115.00	Hour
Senior RPR	\$90.00	Hour
RPR – IV	\$85.00	Hour
RPR – III	\$75.00	Hour
RPR – II	\$70.00	Hour
RPR – I	\$60.00	Hour
Survey Manager/Land Surveyor	\$140.00	Hour
Party /Crew Chief	\$100.00	Hour
Surveyor/Field Inspector	\$70.00	Hour
Survey Assistant	\$65.00	Hour
2-Man Inspection/Survey Crew (w/equipment)	\$175.00	Hour
Equipment charges	\$15.00	Hour
Administrative/Clerical	\$60.00	Hour
Specialty access equipment charged at cost		
Mileage charged at current IRS mileage reimbursement rate.		
Out of pocket expenses charged at actual rate.		

Note: For this agreement, subcontract work will be charged at 1.05 multiplier.



## INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue  
Room NG42  
Indianapolis, Indiana 46204

PHONE: (317) 232-6007  
FAX: (317) 233-4929

**Eric Holcomb, Governor**  
**Joe McGuinness, Commissioner**

November 14, 2017

City of Bloomington Utilities Department  
600 East Miller Drive  
Bloomington, IN 47401  
Attn: Jane Fleig

RE: City of Bloomington Utilities Package 4 Final Proposal

Dear Ms. Fleig:

The Indiana Department of Transportation (INDOT) has reviewed the most recent proposal made by City of Bloomington Utilities (CBU) in a July 27, 2017 letter (attached for reference) regarding utility relocations and improvements described as CBU Package 4. INDOT recognizes that CBU's proposal represents a compromise from previous discussions. As such INDOT generally agrees to CBU's proposal, subject to the terms and conditions outlined in this letter.

- The scope of work regarding relocations and improvements to CBU's facilities will generally be as described in CBU's July 27, 2017 letter or as clarified further herein.
- The improvements that are not in direct conflict with proposed roadway construction will be designed and constructed by CBU. All work related to the improvements, including design, construction, inspection, easements, and coordination shall be reimbursable under this agreement. The reimbursable work will be performed under an INDOT standard utility relocation agreement (See Attachment 1) and includes items 1, 4, 6, 7, 8, 11, 12, and part of item 5 from the technical summary below.
- The maximum aggregate reimbursable amount that INDOT will obligate for this work is \$1,315,000.00. Any costs above \$1,315,000.00 will be the responsibility of CBU.
- Item 2 is expected to be resolved without relocation or improvement being made to CBU's infrastructure.
- The improvements that are necessary due to a direct conflict with proposed roadway construction will be designed and constructed by INDOT as a part of the I-69 Section 5 project. Such reimbursable work will be performed under an INDOT work-in-contract agreement (See Attachment 2) and includes items 3A, 3B, and part of item 5 from the technical summary below.
- CBU and its contractors must complete all improvements prior to December 31, 2019. No work performed after December 31, 2019 will be eligible for reimbursement.
- Terms and conditions will be documented in a Memorandum of Understanding (MOU) to be drafted by CBU, reviewed by INDOT, then signed by INDOT and the City of Bloomington.

CBU also included several requests for information or clarifications in the July 27, 2017 letter. INDOT has endeavored to respond to these requests in this letter and attachments. It is noteworthy that INDOT is willing to provide CBU with survey, road design plans, as-builts, and other pertinent I-69 Section 5 project information for use in completing the work described herein with the limitation that the information has



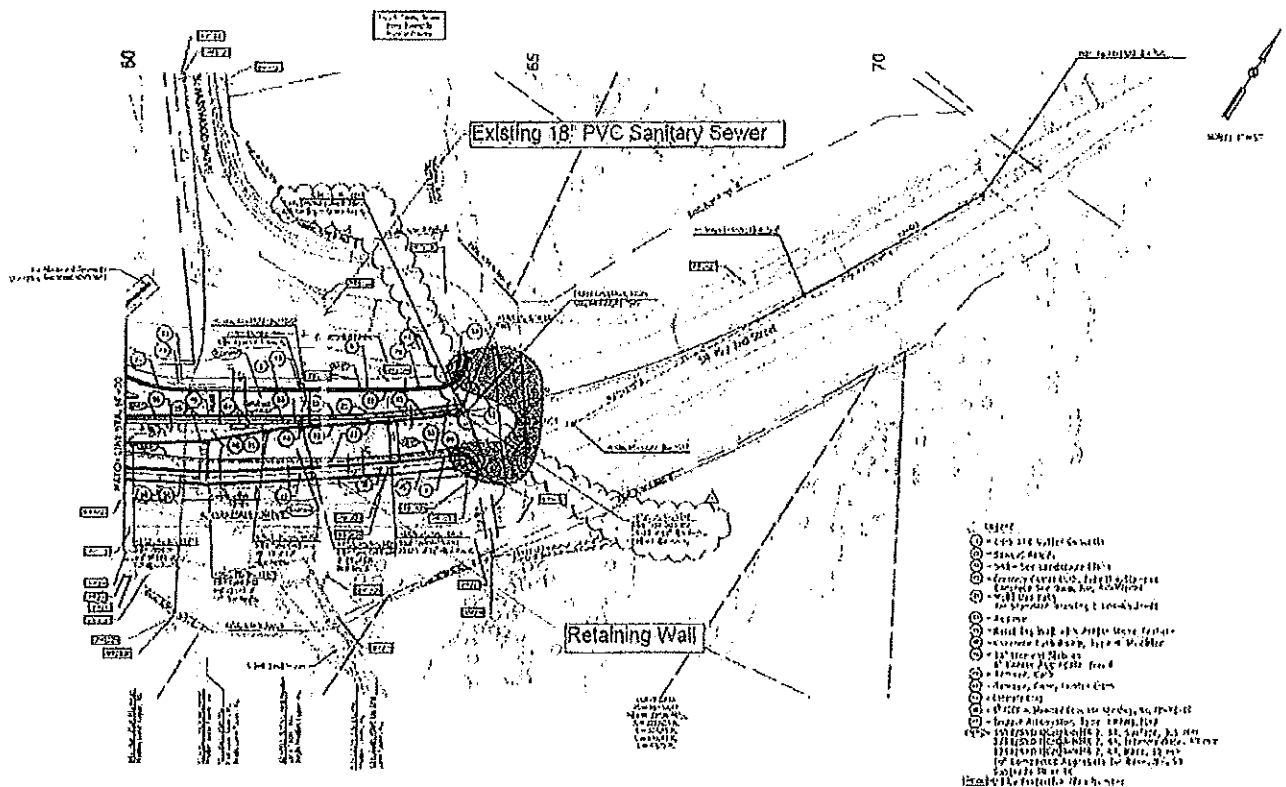
already been acquired for the I-69 Section 5 Project. The acquisition of any additional information needed to complete the relocations and improvements shall be the responsibility of CBU.

The following is a technical summary of proposed CBU Package 4 work is designated by item numbers consistent with prior correspondence. The technical summary describes the proposed scope of work and responsible party for each item.

**Item 1**

An existing 18" PVC sanitary sewer pipe crossing with over 35-ft of cover is located at Sta. 62+48 "2<sup>nd</sup> Street". See Exhibit 1. This sewer has been in service for approximately 25 years. As a part of the I-69 Section 5 Project a mechanically-stabilized earth (MSE) retaining wall will be constructed along 2<sup>nd</sup> Street, above and perpendicular to the existing sanitary sewer. The construction of this wall will not directly conflict with the function of the existing sewer.

In its July 27, 2017 letter CBU requested that INDOT line the sanitary sewer crossing. Lining the pipe will reduce the potential for pipe failure within the Limited Access Right of Way (L.A. R/W) and will extend the service life of the crossing. INDOT is willing to pay for the lining, but is not willing to design or construct it. As such, INDOT hereby agrees reimburse CBU for the cost of lining this existing crossing.



**Exhibit 1**

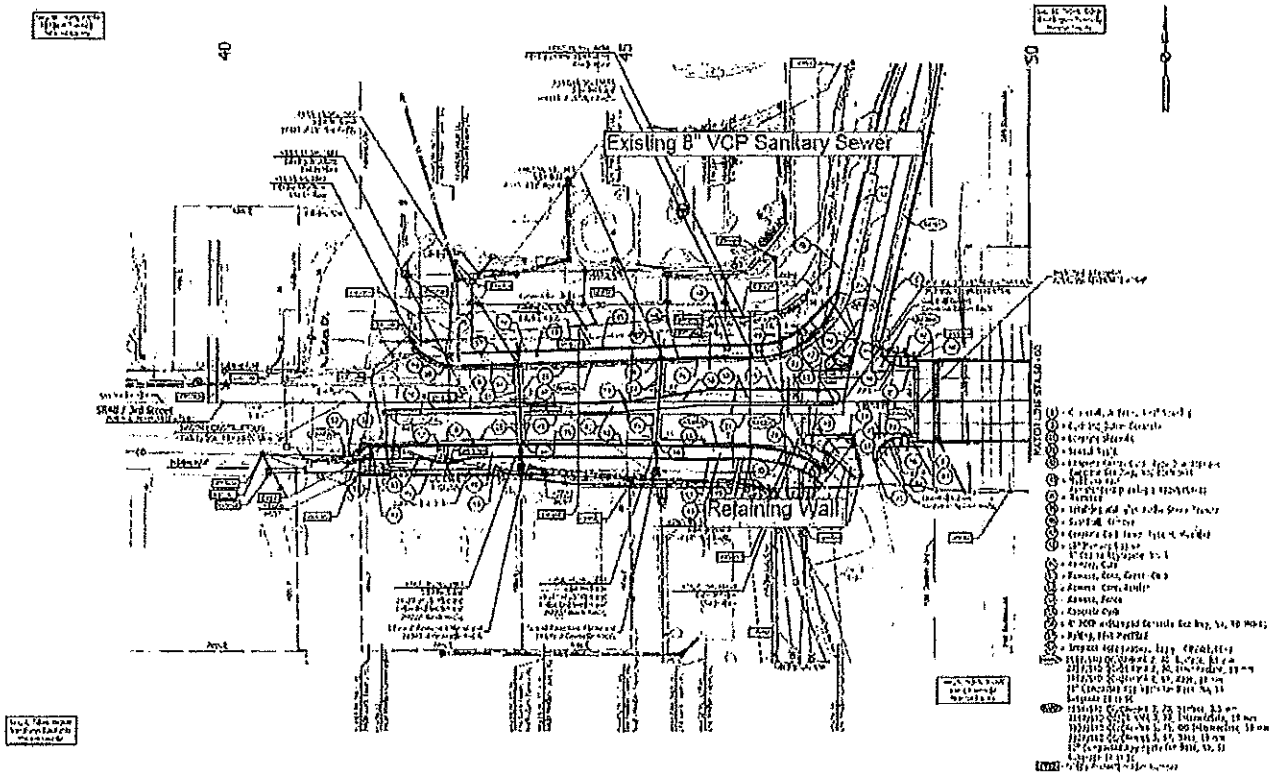
The scope of the proposed reimbursable improvements to be constructed by CBU includes:

- A. Line approximately 350-ft of existing 18" PVC sanitary sewer that crosses 2<sup>nd</sup> Street/SR 45. The lining will be constructed between existing manholes that are located outside the L.A. R/W.
- B. CBU shall perform the design and construction work under a standard INDOT utility relocation agreement.
- C. CBU shall construct the improvements by December 31, 2019.
- D. Estimated cost: \$40,000.00. This figure is based on estimated design and construction costs provided to CBU on July 11, 2017.

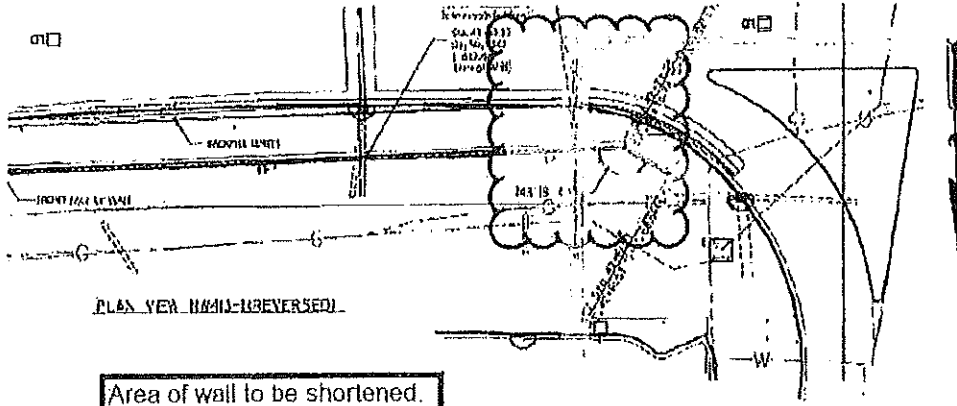
**Item 2**

An existing 8" vitrified clay pipe (VCP) sanitary sewer is located within the project limits at Sta. 42+94 "3<sup>rd</sup> Street". See Exhibit 2A. The north-south section of the sewer has been in service for about 45 years and the east-west section has been in service for approximately 50 years. As a part of the I-69 Section 5 Project an MSE retaining wall will be constructed along 3<sup>rd</sup> Street. As originally designed and as shown in Exhibit 2A and 2B, this MSE retaining wall would conflict with the north-south portion of the existing sanitary sewer. INDOT previously agreed to revise the retaining wall design so that it would not be in conflict with the sewer. Once shop drawings are available that illustrate the final configuration of the wall, they will be forwarded to CBU to confirm that the conflict has been eliminated by redesign. INDOT expects the shop drawings to be available within the next few weeks. Exhibit 2B illustrates the plan and profile of the retaining wall that will be shortened to eliminate the conflict.

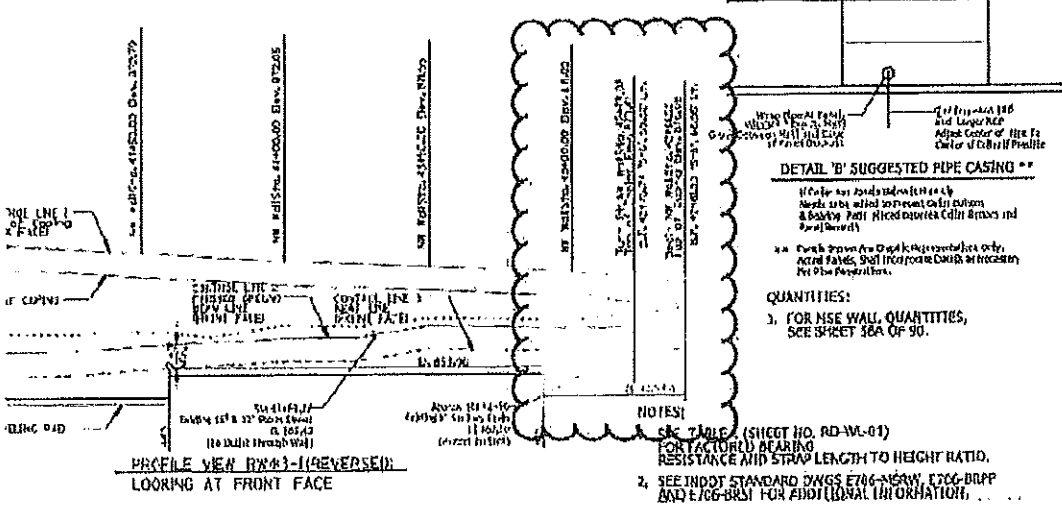
Because this facility is located on S.R. 48 near the terminus of the L.A. RW, CBU previously requested clarification that INDOT will allow future maintenance and/or replacement work on this sewer within the L.A. RW. INDOT hereby confirms that CBU will be allowed access for future maintenance and/or replacement at this location, subject to applicable INDOT standard permitting requirements.



**Exhibit 2A**



Area of wall to be shortened.



**DETAIL 'B' SUGGESTED PIPE CASING \*\***

If for any reason the wall is to be made, the wall should be placed between Cellit Straps and Panel Boards.

\*\* For the purpose of this drawing only, actual values shall incorporate DWRB as necessary for the Pipe Casing.

**QUANTITIES:**

1. FOR USE WALL, QUANTITIES, SEE SHEET 58A OF 90.

**NOTES:**

1. SEE TABLE (SHEET NO. RD-WC-01) FOR FACTORED BEARING RESISTANCE AND STRAP LENGTH TO HEIGHT RATIO.

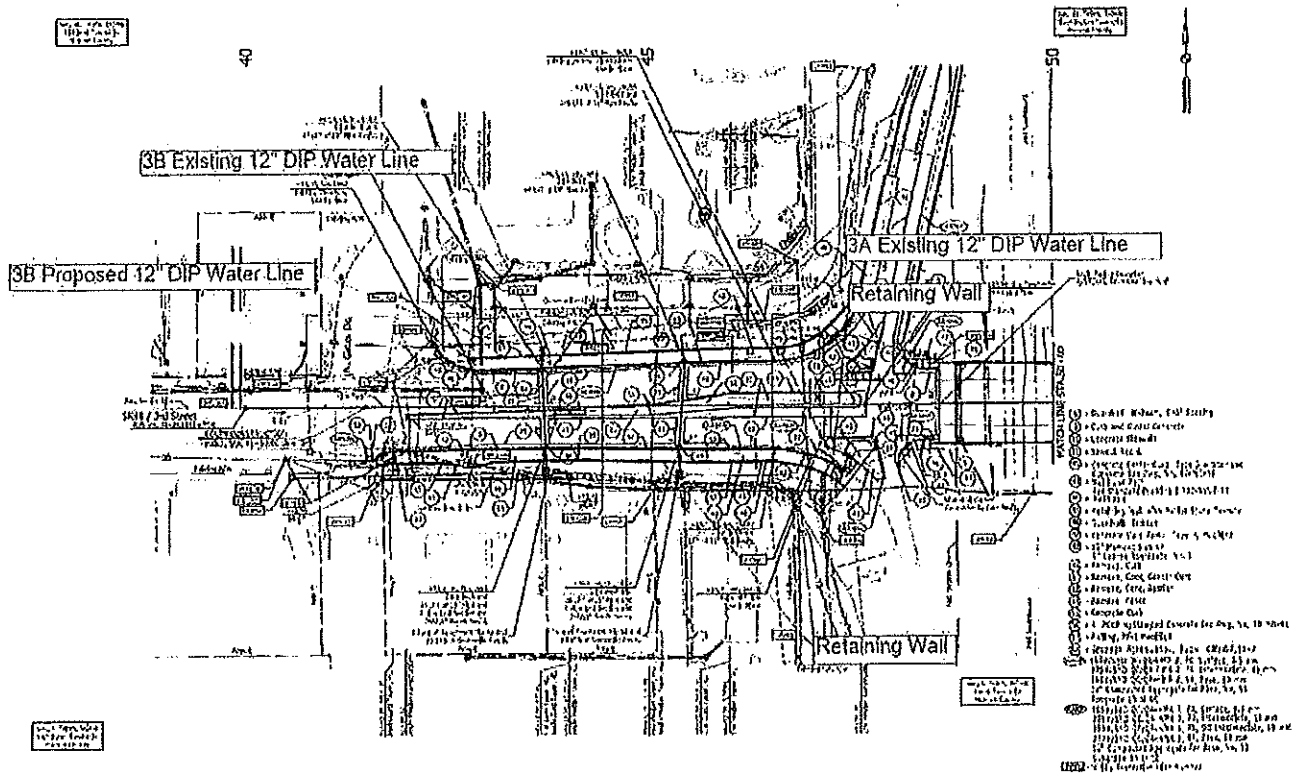
2. SEE INDOT STANDARD DWGS E706-N&W, E706-BRPP AND E706-BRST FOR ADDITIONAL INFORMATION.

Exhibit 2B

**Items 3A and 3B**

Item 3A. An existing 12" ductile iron pipe (DIP) water line is located within the project limits, crossing SR 48 at approximate Sta. 45+07 "3<sup>rd</sup> Street". See Exhibit 3. This water line has been in service for about 30 years, and is located within a casing at a depth of about 20-ft. As a part of the I-69 Section 5 Project, MSE retaining walls will be constructed along 3<sup>rd</sup> Street over the top of the water line. The existing casing does not extend far enough north and south to allow future maintenance access once the walls are constructed. INDOT hereby agrees to extend the 12" DIP water line casings while completing the excavation for the retaining walls. INDOT will include this work in the reconstruction of SR 48 under an INDOT standard work-in-contract agreement (See Attachment 2). Plans for this work are under development in coordination with CBU.

Item 3B. An existing 12" DIP water line is located within the project limits beneath SR 48 from Sta. 42+00 "3<sup>rd</sup> Street" to Sta. 45+07 "3<sup>rd</sup> Street". This water line passes diagonally through the proposed MSE retaining wall. See Exhibit 3. This water line has been in service for about 50 years and is not encased. INDOT hereby agrees to relocate the water line so that it does not conflict with the MSE retaining wall. INDOT will include this work in the reconstruction of SR 48 under an INDOT standard work-in-contract agreement (See Attachment 2). INDOT has recently completed efforts to pothole this line. Plans for this relocation are under development in coordination with CBU.



**Exhibit 3**

The scope of the proposed improvements to be constructed by INDOT includes:

- A. Extend existing casings to the north and south along the 12" DIP water line crossing. Relocate the 12" DIP water line between Sta. 42+00 and 45+07 "3<sup>rd</sup> Street".
- B. INDOT shall perform the design and construction work under a standard INDOT utility relocation work-in-contract agreement.

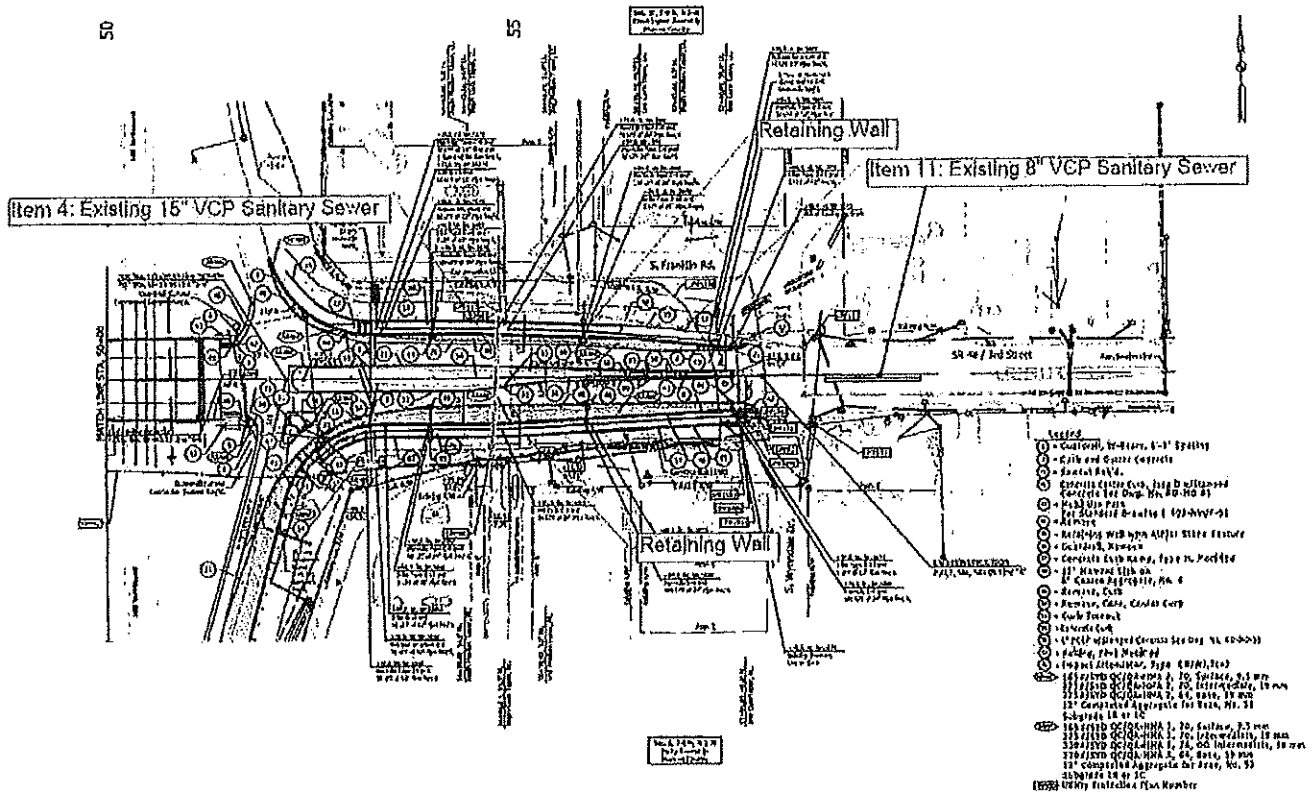
**Item 4 and Item 11**

An existing 15" VCP sanitary sewer crossing is located within the project limits at Sta. 54+77 "3<sup>rd</sup> Street". See Exhibit 4. The sewer has been in service for approximately 50 years and is about 30-ft deep. As a part of the I-69 Section 5 Project an MSE retaining wall will be constructed along 3<sup>rd</sup> Street. As shown in Exhibit 4, this MSE retaining wall will be located above the existing sanitary sewer. The sewer is not in direct conflict with the proposed MSE retaining wall, but 3 manholes along the sewer are located within the existing L.A. R/W.

Also noteworthy at this location is Item 11, an 8" VCP sanitary sewer in service for 40 years with about 15-ft of cover. The current plans indicate an MSE retaining wall is to be built over a portion of this sewer. See Exhibit 4.

INDOT hereby agrees to reimburse CBU for relocating the Item 4 and Item 11 sanitary sewer facilities out of the L.A. R/W. Under this agreement, the new crossing will be installed under SR 48/3<sup>rd</sup> Street without the use of open excavation through the pavement.

The construction of the MSE retaining wall in both locations does not physically conflict with the existing sewers, and based on the depth of the sewers, the construction of the retaining walls is not anticipated to cause damage to the existing sewers. For these reasons, INDOT intends to move forward with the construction of the retaining walls with the expectation that the sewer relocations will occur at a later date. Under this construction sequencing, the existing sewers would be abandoned in place by methods consistent with the Utility Accommodation Policy (UAP).



**Exhibit 4**

The scope of the proposed reimbursable improvements to be constructed by CBU includes:

- A. Bore a new sanitary sewer crossing at 54+77 "3<sup>rd</sup> Street" and relocate manholes outside the L.A.

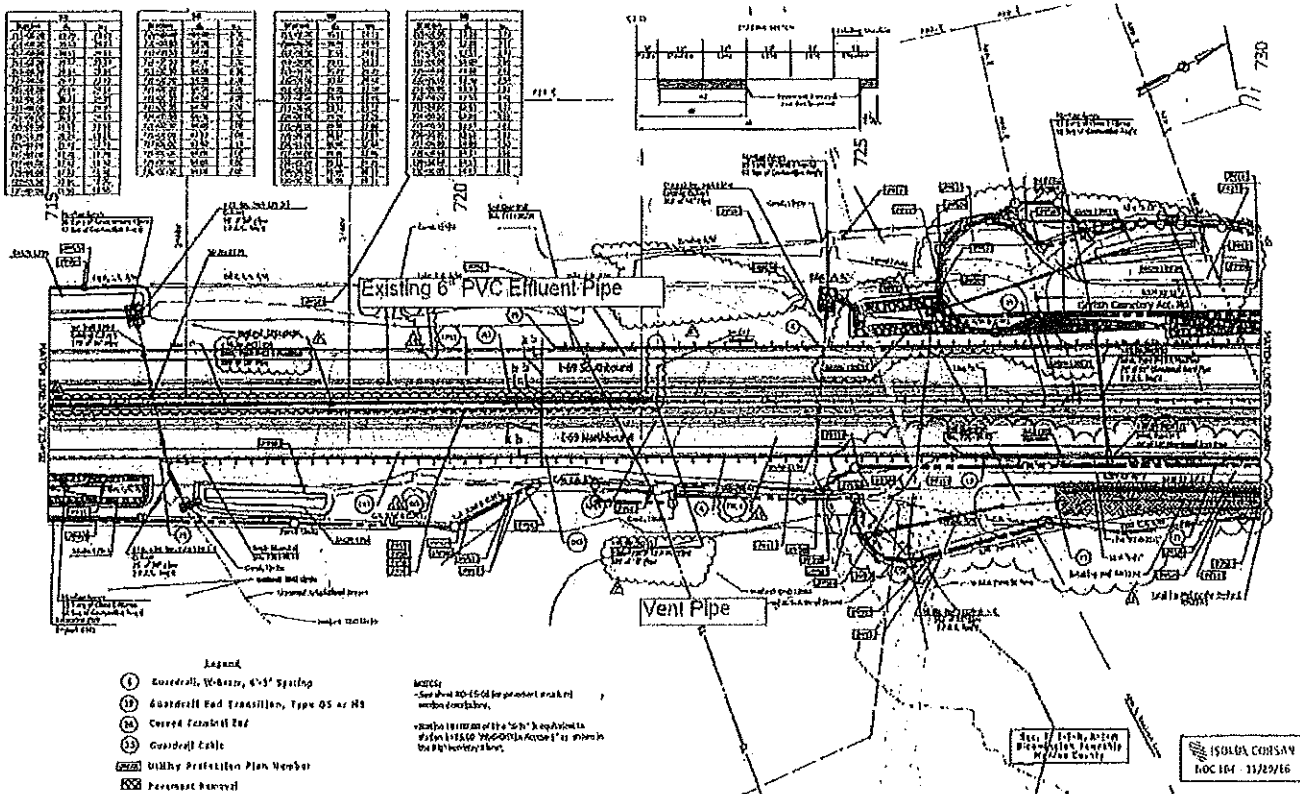
R/W. Relocate the 8" sanitary sewer and manholes that are parallel to 3<sup>rd</sup> Street between Sta. 54+77 "3<sup>rd</sup> Street" and Sta. 58+60 "3<sup>rd</sup> Street" to be outside the L.A. R/W.

- B. CBU shall perform the design and construction work under a standard INDOT utility relocation agreement.
- C. CBU shall construct the improvements by December 31, 2019.
- D. Estimated cost: \$300,000.00. This figure is based on estimated design and construction costs provided to CBU on July 11, 2017.

**Item 5**

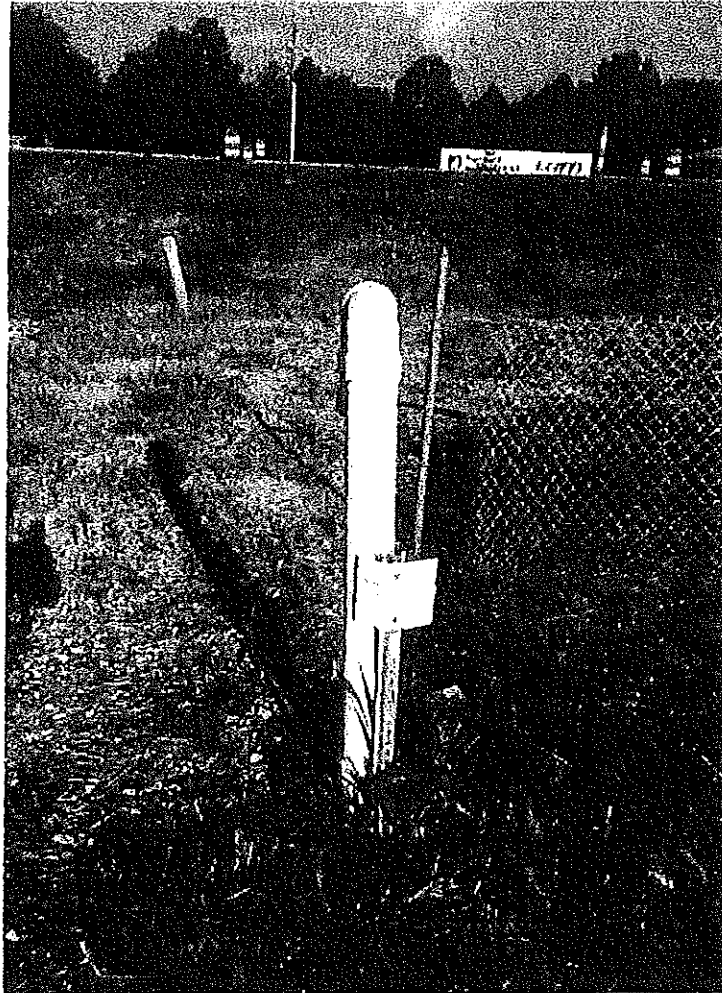
An existing 6" PVC septic tank effluent sewer crossing is located within the project limits at Sta. 725+37 Line "A", or mainline I-69. See Exhibit 5A. The existing crossing pipe is not in conflict with the proposed interstate construction. A vent pipe is located along the existing sewer pipe on the east side of the interstate. Previous correspondence indicated that the vent pipe was located inside the L.A. R/W, INDOT has confirmed this to be inaccurate. The vent pipe is located outside the L.A. R/W; however, it is located within the pavement limits of the proposed Wayport Road cul-de-sac. See also Exhibit 5B for a photograph of the vent pipe with the L.A. R/W fence and highway in the background.

In its July 27, 2017 letter CBU requested that INDOT honor a prior proposal by Isolux to construct a backup 6" PVC carrier pipe across I-69. INDOT is willing to pay for this backup crossing, but is not willing to design or construct it. As such, INDOT hereby agrees to reimburse CBU for the cost of constructing a 6" PVC backup crossing. To address the vent pipe conflict, INDOT proposes to construct a vented manhole over the vent pipe within the cul-de-sac. INDOT will include this work in the reconstruction of Wayport Road under an INDOT standard work-in-contract agreement.



**Exhibit 5A**





**Exhibit 5B**

The scope of the proposed reimbursable improvements to be constructed by CBU includes:

- A. Directionally drill a new, spare 6" PVC sewer crossing.
- B. CBU shall perform the design and construction work under a standard INDOT utility relocation agreement.
- C. CBU shall construct the improvements by December 31, 2019.
- D. Estimated cost: \$35,000. This figure is based on estimated design and construction costs provided to CBU on July 11, 2017.

The scope of the proposed improvements to be constructed by INDOT includes:

- A. Construct vented manhole at the existing vent pipe location, within the limits of the Wayport Road cul-de-sac
- B. INDOT shall perform the design and construction work under a standard INDOT utility relocation work-in-contract agreement.

## Item 6

An existing 36" reinforced concrete pipe (RCP) sanitary sewer crossing is located within the project limits at mainline I-69 Sta. 675+32 Line "A". See Exhibit 6. This sanitary sewer pipe has been in service for about 50 years. The line crosses I-69 at about a 45-degree skew and has about 20-ft of cover. That this sewer is the only transmission line to the Blucher Poole Wastewater Treatment Plant, and carries sanitary sewer flow from about a third of the City.

In its July 27, 2017 letter CBU requested that INDOT honor a prior proposal by Isolux to line the 36" RCP sanitary sewer pipe across I-69. INDOT is willing to pay for this work, but is not willing to design or construct it. INDOT understands the critical nature of this piece of infrastructure and is willing to pay for the proposed improvements which will extend the service life of the facility.

In its July 27, 2017 letter, CBU also requested clarification of a few issues:

**Location of the L.A. R/W with respect to the sewer crossing:** The location of the L.A. R/W is as shown in Exhibit 6. Refer to Attachment 3, an INDOT plan sheet from the original construction of SR 37 in 1969. The plan sheet illustrates the L.A. R/W location, the 36" sewer (which is noted as being under construction at the time), and proposed roadway and bridge features. The L.A. R/W was designed in 1969 with the clear intent to provide access to the 36" sewer manholes. The I-69 Section 5 project does not seek to revise the L.A. R/W in this area. See also Attachment 4, a copy of the original acquisition documents for the L.A. R/W in this area.

**Means by which CBU will be able to access the sewer manholes:** CBU has several facilities located within the infield area south and east of the Walnut Street interchange. These facilities include water lines as well as the 36" sanitary sewer. The proposed maintenance access point for these facilities is near the termini of the Walnut Street interchange ramps. See Exhibit 6. Please note that the L.A. R/W fence location shown in blue in Exhibit 6 is only indicative of the location, subject to final design.

**Relative location of a proposed detention basin to the sewer:** See Exhibit 6 for the location of Detention Basin 127-6. The plans indicate this basin is near the 36" sewer but is not in conflict.

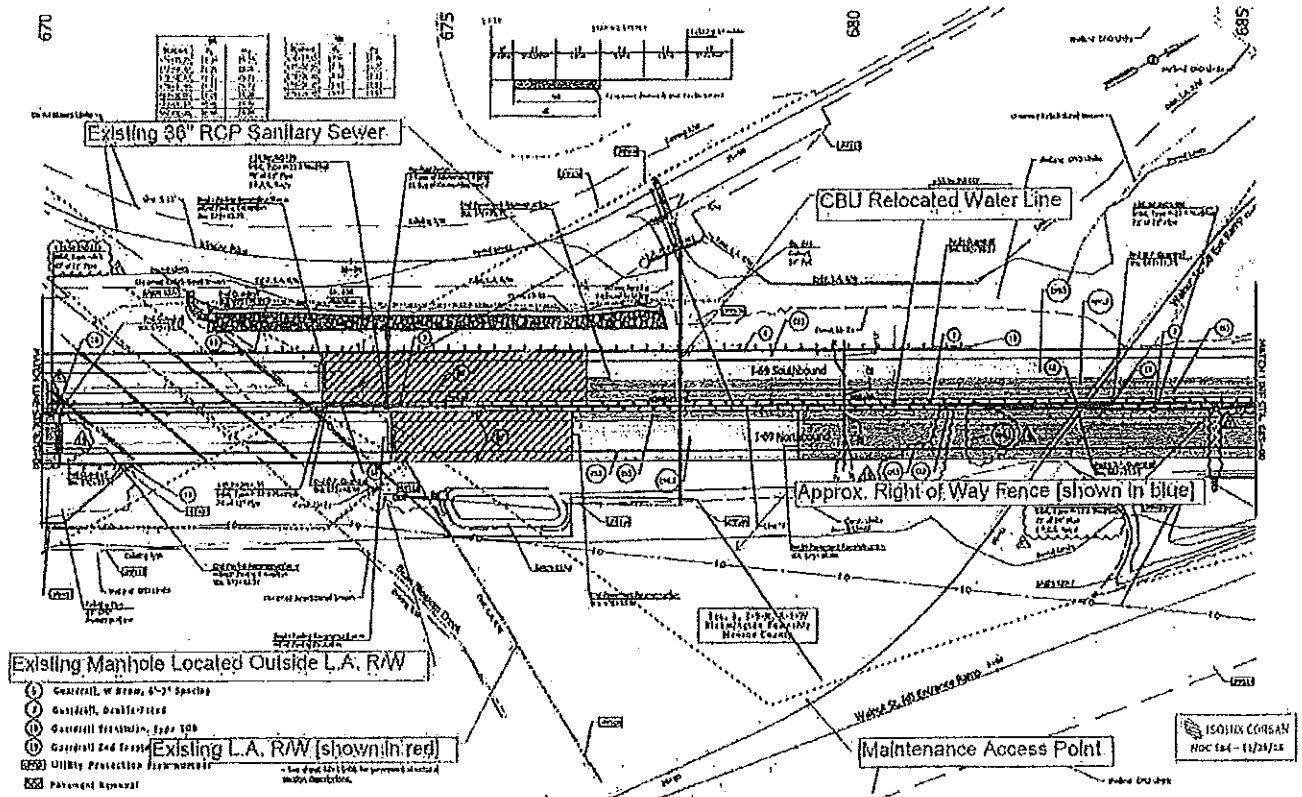


Exhibit 6

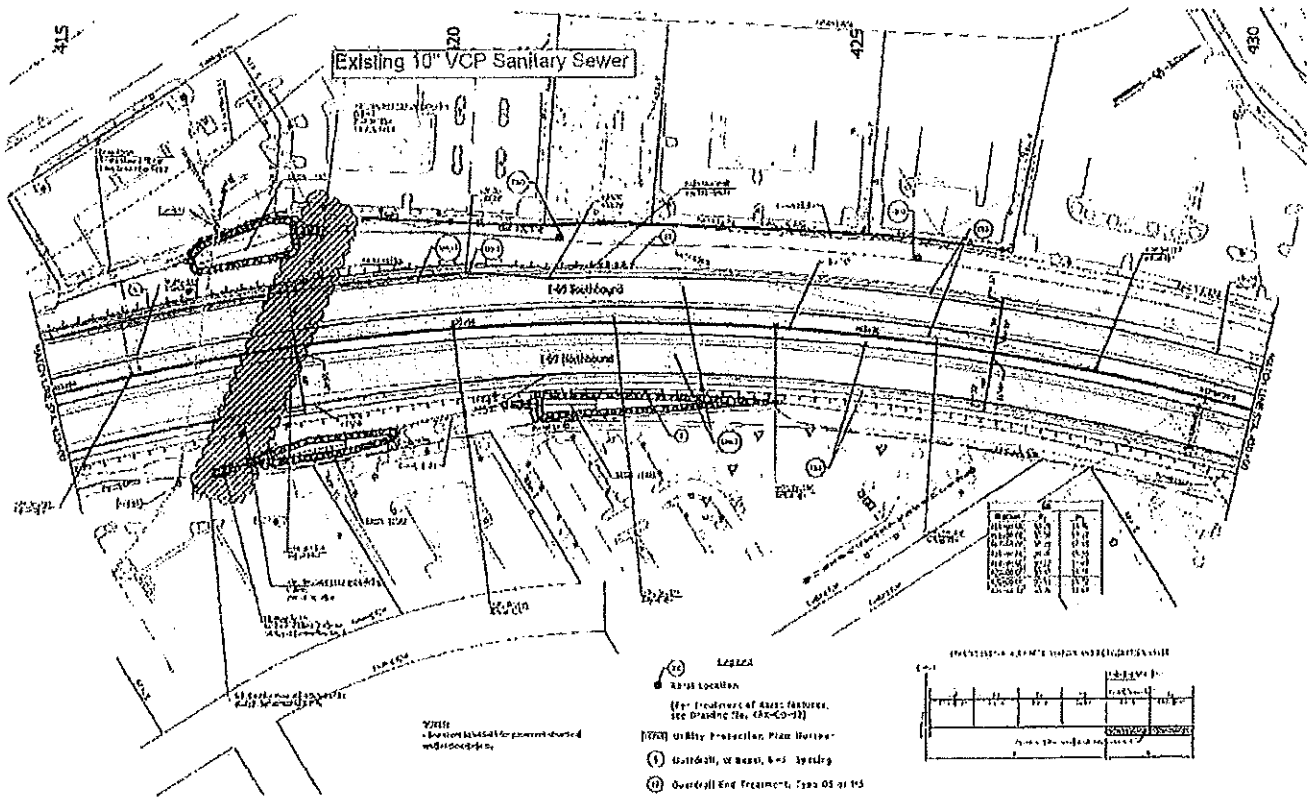
The scope of the proposed reimbursable improvements to be constructed by CBU includes:

- A. Line the existing 36" RCP sewer crossing.
- B. CBU shall perform the design and construction work under a standard INDOT utility relocation agreement.
- C. CBU shall construct the improvements by December 31, 2019.
- D. Estimated cost: \$120,000. This figure is based on estimated design and construction costs provided to CBU on July 11, 2017.

**Item 7**

An existing 10" VCP sanitary sewer crossing is located within the project limits at mainline I-69 Sta. 416+80 Line "A". See Exhibit 7. This facility has been in service for approximately 36 years. The sewer has about 20-ft of cover under the I-69 travel lanes and 4-ft of cover under a proposed detention basin. The sewer is encased under the SR 37 travel lanes, but not under the median or widened travel lanes. Minimum cover requirements are achieved in the project, and the adjacent sanitary sewer manholes are located outside the L.A. R/W.

In its July 27, 2017 letter CBU requested that INDOT honor a prior proposal by Isolux to construct a backup casing pipe across I-69. INDOT is willing to pay for this backup crossing, but is not willing to design or construct it. As such, INDOT hereby agrees to reimburse CBU for the cost of constructing a backup crossing.



**Exhibit 7**

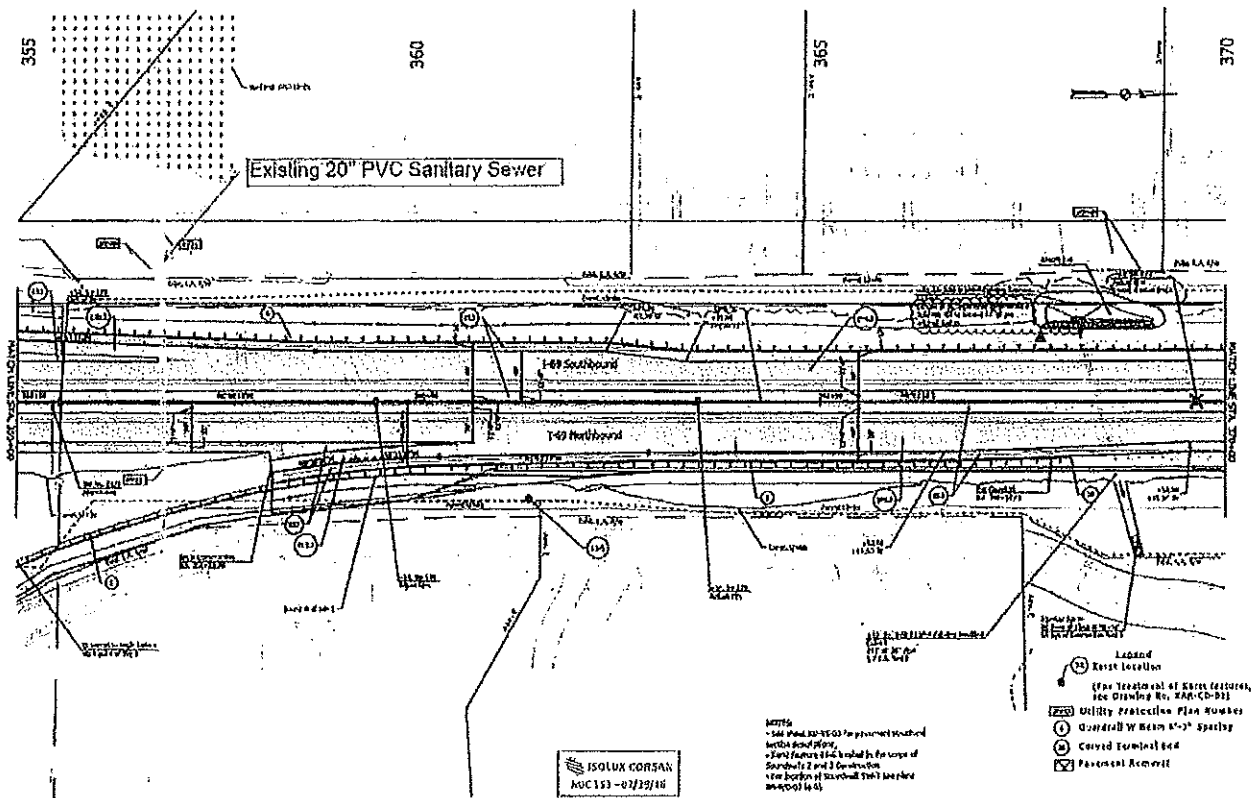
The scope of the proposed reimbursable improvements to be constructed by CBU includes:

- A. Construct a backup sewer casing pipe across I-69.
- B. CBU shall perform the design and construction work under a standard INDOT utility relocation agreement.
- C. CBU shall construct the improvements by December 31, 2019.
- D. Estimated cost: \$200,000. This figure is based on estimated design and construction costs provided to CBU on July 11, 2017.

**Item 8**

An existing 20" PVC sanitary sewer crossing is located within the project limits at mainline I-69 Sta. 356+86 Line "A". See Exhibit 8. This facility has been in service for approximately 27 years. The sewer has about 12-ft of cover under the I-69 travel lanes and minimum 4-ft of cover under a proposed detention basin. The sewer is encased under the SR 37 travel lanes, but not under the median or widened travel lanes. Minimum cover requirements are achieved in the project, and the adjacent sanitary sewer manholes are located outside the L.A. RW.

In its July 27, 2017 letter CBU requested that INDOT honor a prior proposal by Isolux to construct a backup casing pipe across I-69. INDOT is willing to pay for this backup crossing, but is not willing to design or construct it. As such, INDOT hereby agrees to reimburse CBU for the cost of constructing a backup crossing.



**Exhibit 8**

The scope of the proposed reimbursable improvements to be constructed by CBU includes:

- A. Construct a backup sewer casing pipe across I-69.
- B. CBU shall perform the design and construction work under a standard INDOT utility relocation agreement.
- C. CBU shall construct the improvements by December 31, 2019.
- D. Estimated cost; \$210,000. This figure is based on estimated design and construction costs provided to CBU on July 11, 2017.

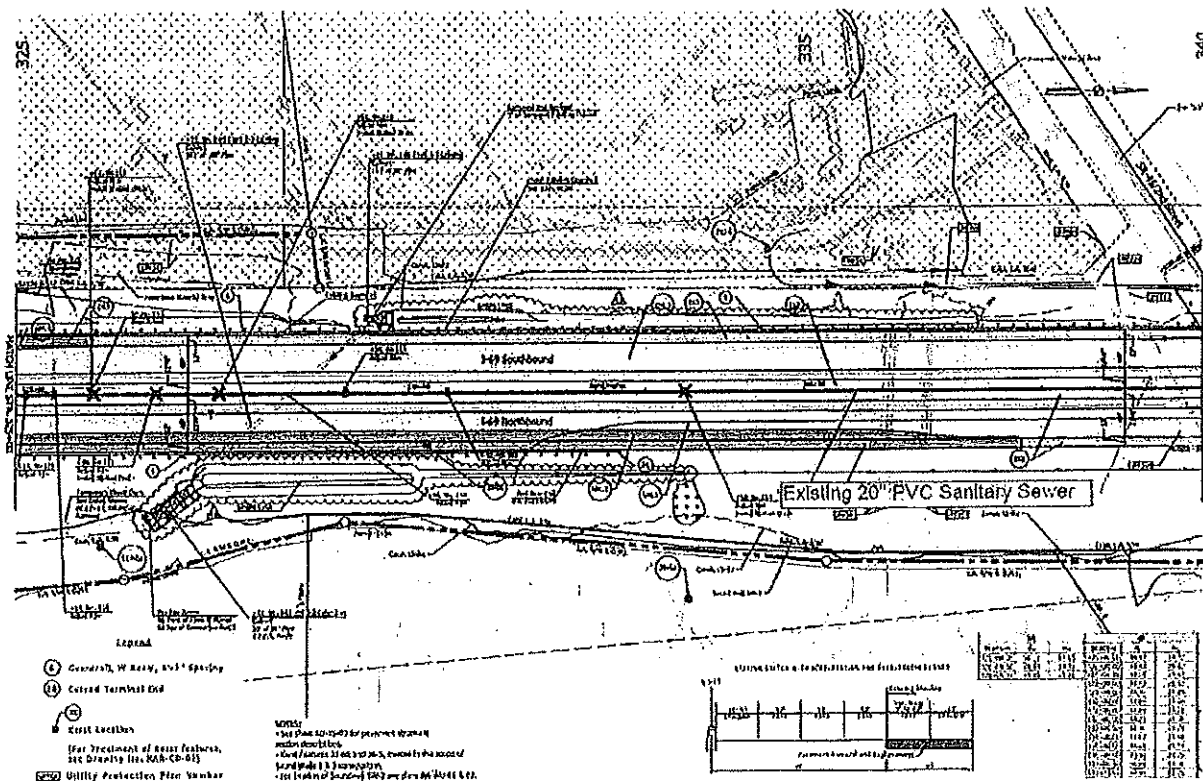
**Item 11**

See discussion of Item 11 under Item 4.

**Item 12**

An existing 20" PVC sanitary sewer crossing is located within the project limits at mainline I-69 Sta. 339+50 Line "A" just south of the SR 45/2nd Street bridge. See Exhibits 12A and 12B. This facility has been in service for approximately 27 years. The sewer has about 2.2-ft of cover under the I-69 travel lanes. The sewer is encased in concrete under the SR 37 travel lanes. Adjacent sanitary sewer manholes are located inside the L.A. R/W.

INDOT hereby agrees to reimburse CBU for relocating the Item 12 sanitary sewer facilities out of the L.A. R/W. Under this agreement, a new crossing may be bored under I-69. INDOT is aware that the grades of CBU's existing sewer are limiting design factors, and as such CBU may also consider establishing a utility corridor for access to some of the manholes, if desired, as INDOT indicated in previous correspondence. The design of utility corridors shall be subject to review by INDOT.



**Exhibit 12A**

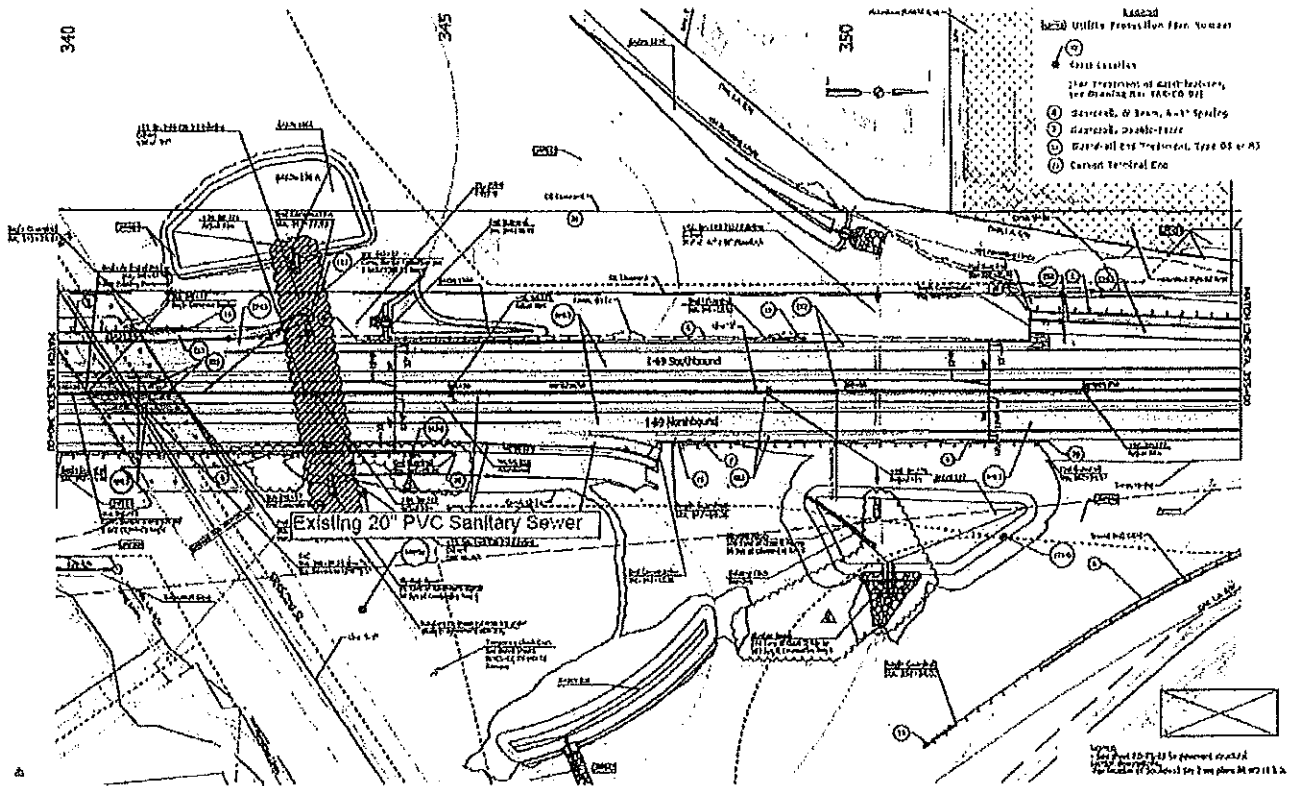


Exhibit 12B

The scope of the proposed reimbursable improvements to be constructed by CBU includes:

- A. Bore a new sanitary sewer crossing and relocate manholes outside the L.A. RAW. If necessary, designate a utility corridor for access to existing facilities.
- B. CBU shall perform the design and construction work under a standard INDOT utility relocation agreement.
- C. CBU shall construct the improvements by December 31, 2019.
- D. Estimated cost: \$410,000. This figure is based on estimated design and construction costs provided to CBU on July 11, 2017.



INDOT understands that CBU feels burdened by the responsibility to self-perform the relocation work summarized above. There are several reasons why INDOT believes this is the only sensible way to move forward.

The first reason is related to schedule. INDOT expects the construction of the CBU Package 4 relocations and improvements to extend beyond the anticipated completion date of the I-69 Section 5 roadway improvements, August 31, 2018. INDOT's team will be significantly demobilized by that point. A reasonable timeframe to complete the work under CBU control is two years, which is the basis for INDOT proposing a completion date of December 31, 2019. If this date is unrealistic for CBU, please propose an alternative. INDOT is interested in agreeing to a completion date but can be flexible about the date itself.

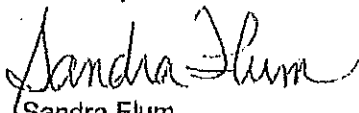
The second reason is related to standard practice. As a matter of standard practice, INDOT does not design, build, or maintain water lines and sewers. Likewise, CBU does not design, build, or maintain interstate highways. Under the "P3" project model, INDOT afforded the Developer the opportunity to design and build utility facilities. This approach led to delays, confusion, and ultimately a conflict between CBU and the Developer. INDOT is not interested in continuing down this wayward path.

The final reason is related to risk management. CBU will be better able to regulate the design, construction, inspection, and schedule of the work if it is under CBU's direct control. INDOT takes on significant risk whenever it performs work on behalf of CBU, and likewise CBU assumes risk when its work is completed by INDOT. To reduce the risks to both parties, INDOT desires to move forward with utility relocations under traditional terms and conditions.

INDOT would like to thank CBU for careful consideration of the proposal summarized above. INDOT is committed to resolving these long-standing issues with a conclusion that is satisfactory for all parties.

Please feel free to contact me with any questions, comments, or concerns that you may have. We look forward to meeting with your team again soon to bring final resolution to CBU Package 4.

Sincerely,



Sandra Flum  
INDOT Project Manager

Cc:

Steve Merz, I-69 Section 5 INDOT Utility Coordinator  
Michael Jett, INDOT Statewide Director of Utilities and Railroads  
Travis Underhill, INDOT Deputy Commissioner

## **EXHIBIT B**

### **PERSONNEL AND COMPANY QUALIFICATIONS**

The following principal personnel shall be used by the Engineer in the completion of the work under this contract:

- **Joe Tierney – Principal in Charge**
- **George Lewis – Project Manager**
- **Scott Dompke – Quality Assurance/Quality Control**

A **Certificate of Insurance** from **GRW Engineers, Inc.** meeting the requirements of Article 11 above is attached and hereby incorporated as part of Exhibit B.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/07/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  The Underwriters Group, Inc. 1700 Eastpoint Parkway P.O. Box 23790 Louisville, KY 40223	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 502-244-1343      FAX (A/C, No): 502-244-1411 E-MAIL ADDRESS: _____														
<b>INSURED</b> GRW Engineers Inc. GRW Aerial Surveys Inc. 801 Corporate Drive Lexington, KY 40503	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Hartford Casualty Insurance Company</td> <td style="text-align: center;">29424</td> </tr> <tr> <td>INSURER B: Hartford Fire Insurance Company</td> <td style="text-align: center;">19682</td> </tr> <tr> <td>INSURER C: Hartford Casualty Insurance Company</td> <td style="text-align: center;">29424</td> </tr> <tr> <td>INSURER D: Sentinel Insurance Company Ltd</td> <td style="text-align: center;">11000</td> </tr> <tr> <td>INSURER E: XL Specialty Insurance Company</td> <td style="text-align: center;">37885</td> </tr> <tr> <td>INSURER F: Kentucky Employers' Mutual Insurance</td> <td style="text-align: center;">10320</td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Casualty Insurance Company	29424	INSURER B: Hartford Fire Insurance Company	19682	INSURER C: Hartford Casualty Insurance Company	29424	INSURER D: Sentinel Insurance Company Ltd	11000	INSURER E: XL Specialty Insurance Company	37885	INSURER F: Kentucky Employers' Mutual Insurance	10320
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INSURER F: Kentucky Employers' Mutual Insurance	10320														

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: _____	X	X	33UNZB9755g1	03/01/2017	03/01/2018	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X	X	33UNZB9755	03/01/2017	03/01/2018	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000	X	X	33RHUZB9558	03/01/2017	03/01/2018	EACH OCCURRENCE	\$10,000,000
							AGGREGATE	\$10,000,000
								\$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X	X	33WEIC7873 361580	03/01/2017 03/01/2017	03/01/2018 03/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
E	Professional Liability		X	DPR9911711	03/01/2017	03/01/2018	Per Claim:	5,000,000
							Aggregate:	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 City of Bloomington Utilities, the City, and the officers, employees and agents of each are listed as additional insureds with respect to the General Liability and Auto Liability policies, on a primary and non contributory basis, per written contract.

<b>CERTIFICATE HOLDER</b>  City of Bloomington Utilities  600 E Miller Drive  Bloomington, IN 47401	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--

EXHIBIT C

STATE OF INDIANA )  
 ) SS:  
COUNTY OF Marion )

AFFIDAVIT REGARDING E-VERIFY

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

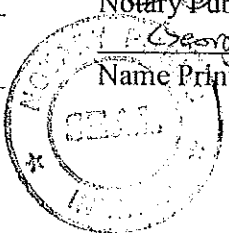
1. The undersigned is the Vice President of GRW, Engineers, Inc.  
(job title) (company name)
2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United State Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

Joseph P. Tierney  
Signature  
Joseph P. Tierney  
Printed name

STATE OF INDIANA )  
 ) SS:  
COUNTY OF Marion )

Before me, a Notary Public in and for said County and State, personally appeared Joseph P. Tierney and acknowledged the execution of the foregoing this 18<sup>th</sup> day of December, 2017.

My Commission Expires: 1/20/23  
County of Residence: Boone

George W Lewis  
Notary Public  
Name Printed  


**EXHIBIT D**

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

Dated this 18<sup>th</sup> day of December, 2017.

Joseph P. Tierney  
Signature

Joseph P. Tierney  
Printed name

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF Marion        )

Before me, a Notary Public in and for said County and State, personally appeared Joseph P. Tierney and acknowledged the execution of the foregoing this 18<sup>th</sup> day of December, 2017.

My Commission Expires: 1/20/23

[Signature]  
Notary Public

County of Residence: Boone

George W Lewis  
Name Printed





**MEMORANDUM**

**TO: Chris Wheeler**  
**FROM: Cindy Shaw**  
**DATE: 12/15/2017**  
**RE: Contract for Ammonia Line Repair @ Monroe Water Treatment Plant**  
**CONTRACT TERM: 12/15/2017 – 12/31/2017**

**Funding Source: 009-61-900004-U62032**

**Total Dollar Amount of Contract(s): \$11,357.00**

**Expiration Date of Contract: 12/31/2017**

**Department Head Initials of Approval:**

**Due Date For Signature: 12/15/2017**

**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:** Repair of Ammonia line currently leaking in the basement of the water treatment facility, including new HDPE pipe, fittings, carbon steel pipe and fittings and isolation valve. Work includes HDPE (High Density Polyethylene) and carbon steel pipe, valve, and fittings for repair; connection to existing line near point where it enters the basement. Quote does not include ammonia system isolation nor will contractor purge line of residual ammonia. Quote also excludes exterior ammonia piping repairs, and any overtime/shift work.



**MEMORANDUM**

**TO: Chris Wheeler**  
**FROM: Cindy Shaw**  
**DATE: 11/27/2017**  
**RE: Contract for Renovation of Blucher Poole WWTP**  
**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.