

**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

**January 8, 2018
5:00 P.M. Regular Meeting**

- I. Call to order
- II. Request Approval of the minutes of previous meeting (Dec 22)
- III. Request Approval of the claims
- IV. Request Approval of Change Order No. 1 Woodyard Road 12" Water Line - Mike Hicks
- V. Request Approval of Blucher Poole WWTP Mechanical Screening Replacement - Mike Hicks
- VI. Request Approval of HVAC Cassette Cleaning at Service Center - Cindy Shaw
- VII. Request Approval of Exterior Lights at Service Center - Cindy Shaw
- VIII. Request Approval of Heater Install at Monroe WTP - Cindy Shaw
- IX. Request Approval of Amendment to Nashville Wholesale Water Contract - Chris Wheeler
- X. Request Approval of Greeley Hansen Consulting Agreement for Dillman WWTP – Brad Schroeder
- XI. Request Approval of GIS Needs Assessment with SwovaTech – Brad Schroeder
- XII. Request Approval for Weimer Dam Removal with Associates Four Services –Phil Peden
- XIII. Old business
- XIV. New business
- XV. Subcommittee reports
- XVI. Staff reports
- XVII. Petitions and communications*
- XVIII. Adjournment

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

UTILITIES SERVICE BOARD MEETING

December 22, 2017

Utilities Service Board meetings are recorded electronically 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 12:00 p.m. The meeting was held in the Utilities Service Board room at the City of Bloomington Utilities Service Center 600 East Miller Drive, Bloomington, Indiana.

Board members present: Sam Frank, Jean Capler, Jeff Ehman, and Julie Roberts.

Staff members present: Jane Fleig, Michael Hicks, Brad Schroeder, John Langley, Michelle Waldon, Cindy Shaw, Chris Wheeler, Laura Pettit, Holly McLauchlin, and Vic Kelson.

MINUTES

Board member Roberts moved and board member Capler seconded the motion to approve the minutes of the December 11th meeting. Motion carried, 4 ayes (3 members absent: Sherman, Burnham, and Banach).

CLAIMS

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

Vendor invoices submitted included \$361,191.27 from the Water Utility, \$313,974.42 from the Wastewater Utility, and \$2,735.01 from the Stormwater Utility. Total Claims approved: \$677,900.70.

Motion carried, 4 ayes (3 members absent: Sherman, Burnham, and Banach).

Capler moved and Roberts seconded the motion to approve the ACH claims as follows:

Invoices submitted included \$1,590,311.71 from the Water Utility, \$5,704,635.85 from the Wastewater Utility, and \$0.00 from the Stormwater Utility. Total Claims approved: \$7,294,947.56.

Motion carried, 4 ayes (3 members absent: Sherman, Burnham, and Banach).

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

Utility invoices submitted included \$5,946.99 from the Water Utility, \$15,020.22 from the Wastewater Utility, and \$0.00 from the Stormwater Utility. Total Claims approved: \$20,967.21.

Motion carried, 4 ayes (3 members absent: Sherman, Burnham, and Banach).

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

Customer refunds submitted included \$328.15 from the Water Utility, \$562.64 from the Wastewater Utility, and \$0.00 from the Stormwater Utility. Total Claims approved: \$890.79.

Motion carried, 4 ayes (3 members absent: Sherman, Burnham, and Banach).

REQUEST APPROVAL OF RESOLUTION TO AWARD BLUCHER POOLE WWTP SCREENING EQUIPMENT REPLACEMENT PROJECT

Capler moved and Roberts seconded the motion to approve resolution; motion carried, 4 ayes (3 members absent: Sherman, Burnham, and Banach).

CBU Engineer Hicks presented resolution 2017-8 to award contract for replacing the mechanical screening equipment at Blucher Poole WWTP to Ottenweller Contracting. Five bids were received; the lowest responsible and responsive bidder is Ottenweller. CBU has not worked with them before so Hicks checked references such as Citizens Indianapolis and Fort Wayne wastewater; references were positive. Board asked if Ottenweller had an Affirmative Action plan and Hicks confirmed they did. The equipment will arrive within 3.5 months, then Ottenweller will have 210 days to complete the work. While the mechanical screen is inoperative, wastewater will go through a manual screen that is cleaned daily by employees.

REQUEST APPROVAL OF CONSULTING SERVICE AGREEMENT FOR I69 UNIT 4

Capler moved and Roberts seconded the motion to approve agreement; motion carried, 4 ayes (3 members absent: Sherman, Burnham, and Banach).

Wheeler, City Legal, presented a contract with GRW for engineering consulting to determine if CBU should accept or modify terms proposed by INDOT for completion of I69 Unit 4. GRW has already been involved in previous work related to I69. This contract is for \$20,000.00 which is reimbursable through federal funding, but could be paid by water and wastewater funds if needed. There is some discussion between CBU and INDOT about "relocated infrastructure" vs. "betterment of infrastructure"; one is reimbursable, the other is not.

REQUEST APPROVAL OF AGREEMENT FOR AMMONIA LINE REPAIR AT MWTP

Capler moved and Roberts seconded the motion to approve agreement pending approval from Controller's office; motion carried, 4 ayes (3 members absent: Sherman, Burnham, and Banach).

CBU Director Kelson presented an agreement with HFI to repair a leaking ammonia line at the Monroe Water Treatment Plant. The ammonia is part of the water disinfection process and critical to operations. The line is made of a special plastic, is difficult to reach, and requires many safety precautions. The agreement is still being reviewed by the City Controller.

REQUEST APPROVAL OF AGREEMENT FOR BLUCHER POOLE CEILING REPAIR

Capler moved and Roberts seconded the motion to approve agreement; motion carried, 4 ayes (3 members absent: Sherman, Burnham, and Banach).

Kelson presented an agreement with HFI to replace the ceiling and repair drywall at Blucher Poole WWTP where moldy ductwork was removed and replaced. The lab at BP is temporarily housed in the garage. The floors will be the next and last phase of the mold remediation project.

OLD BUSINESS: None.

NEW BUSINESS: None.

SUBCOMMITTEE REPORTS: Planning and Property subcommittee reported about a petition for a sewer extension into Area B. This is the second review; the item had previously been tabled for consideration related to the long term plan. Because the site is in the Blucher basin and not Dillman (which is nearing capacity), and because it is the second phase of a development which is already served by CBU sewer, and because the surrounding area cannot be feasibly served by CBU sewer, the subcommittee recommends approval of the petition. Frank thanked petitioners for being patient and the petitioners asked for a "will serve" letter which CBU will provide.

Roberts moved and Capler seconded the motion to accept subcommittee's recommendation; motion carried, 4 ayes (3 members absent: Sherman, Burnham, and Banach).

STAFF REPORTS: None.

PETITIONS AND COMMUNICATIONS: Frank thanked all CBU crew for a safe and productive year and wished everyone a good holiday season.

ADJOURNMENT: The meeting was adjourned at 12:20 p.m.

Samuel K. Frank, President

**UTILITIES SERVICE BOARD MOTION
MEETING ON FEBRUARY 06, 2017
PAYABLES**

To: Utilities Service Board
 Dept.
 Sub: Claims list filed: 01/04/18
 USB: 02/06/2017
 For Period: 12/09/17-12/22/17
 G/L Date: 12/25/17

From: Kim Robertson
 Dept. Accounts Payable
 Date: 01/04/18
 Paydate: 01/12/18

Utilities Department invoices filed with the City Controller January 04, 2018 and signed by the Utilities Service Board for payment January 12, 2018 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	43,643.65
Water Construction	1,205.33
Water Meter Deposit	0.00
Water Sinking	0.00
Water Hydrant Meter Rental	0.00
Total of Water Utilities as per the invoice list:	\$44,848.98
Wastewater Operations & Maintenance	104,717.40
Wastewater Construction	0.00
Wastewater Sinking	0.00
Total of Wastewater Utilities as per the invoice list:	\$104,717.40
Stormwater	468.25
Stormwater Construction	0.00
Total of Stormwater Utility as per the invoice list:	\$468.25
Total Water Utility:	\$44,848.98
Total Wastewater Utility:	\$104,717.40
Total Stormwater Utility:	\$468.25
TOTAL WATER, WASTEWATER & STORMWATER UTILITIES	\$150,034.63

City of Bloomington Utilities
Accounts Payable by G/L Distribution Report
Paydate: 01/12/18

Payables G/L Date: 12/25/17

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Water Construction	Wastewater O&M	Stormwater O&M
72 Hour LLC (National Auto Fleet Group)	39649100	PUR17-344 2018 Chevrolet Silverado w/snow plow, replaces #644 BP	31,267.10			31,267.10	
All-Phase Electric Supply, INC	0740-573822	5 500' rows of 12 gauge tracer wire - SC	279.83	279.83			
Arcadis U.S., INC	00883530	W15-3907 - 2015 Hydraulic Water Model - through 11/19/17 - DIR	7,039.50	7,039.50			
Black Lumber Co INC	348404	1 can triple expand spray for meter vault - MS, TD	3.97	3.97			
Black Lumber Co INC	348411	4 Power strips - SC	11.88	4.75		7.13	
Black Lumber Co INC	348848	1 Impact driver combo kit for truck #501 - SW, TD	349.97				349.97
Black Lumber Co INC	348850	Misc recip blades for truck #501 - SW, TD	19.98				19.98
Black Lumber Co INC	349214	3 2x10x12 boards for truck beds #571, 572, 573, 574 - TD	38.37	15.35		23.02	
Black Lumber Co INC	349277	Filter bags, round brush, brown paint - SC	42.58	17.03		25.55	
Black Lumber Co INC	349427	2 Mop heads, 2 floor shine, mop stick - MS, TD	44.95	17.98		26.97	
Bloomington Paint & Wallpaper Co	00383009	5 gallons of paint - SC	179.99	72.00		107.99	
Chemtrade Chemicals Corporation	92261018	Alum - 11.065 @ 424.00 delivered 12/15/17 MN	4,691.56	4,691.56			
Chemtrade Chemicals Corporation	92266744	Alum - 10.945 @ 424.00 delivered 12/21/17 MN	4,640.68	4,640.68			
Cintas First Aid & Safety #2	5009641457	Restock first aid cabinet @ Dillman WWTP - 12/26/17 - DR	64.64			64.64	
Creative Graphics, INC (dba Baugh Enterprises)	3868	Printing & mailing of December 2017 water/wastewater bills-ACCT	11,223.32	4,489.33		6,733.99	
Eurofins Eaton Analytical, INC	5290899	LT-2 Cryptosporidium, EcolI testing - 12/05/17 - MN	455.00	455.00			
Eurofins Eaton Analytical, INC	5290909	Dissolved & total organic carbon, SUVA, UV testing - MN	185.00	185.00			
Everett J Prescott, INC	5311298	PUR17-459 3/4" QC compression by compression fittings - 25	420.00	420.00			
Fastenal Company	INBLM202509	Restock supplies in machine - 11/17/17 - SC	191.23	96.64		94.59	
Fastenal Company	INBLM202763	Discharge hose - DR	57.21			57.21	
Fastenal Company	INBLM203063	Restock supplies in machine - 12/19/17 - SC	129.55	57.50		72.05	
Fastenal Company	INBLM203064	Restock supplies in machine - 12/19/17 - PUR	162.39	73.73		88.66	
Greeley And Hansen, LLC	INV-0000517986	S16-6002 - South Interceptor Sewer thru 12/08/17 - ENG	7,006.94			7,006.94	
Harrell Fish, INC	J001430	S17-6110 - Blucher Poole mold remediation - BP, ENG	24,558.30			24,558.30	
HD Supply Facilities Maintenance - (USA Bluebook)	436054	DM17-141 1" hypochlorite Z ball valve; part# 41567 (4)	384.92			384.92	
Hollers (Hollers Welding), Jason R	113999	BP17-217 Build & install scum drag assembly; new drain on scum	8,609.50			8,609.50	
Hoosier Times, INC	155381 11/30/17	Employment ads for operations & environmental 11/11/17 - DIR	235.57	94.23		141.34	
HP Products Corporation	I3262031	Misc nitrile gloves, can liners, soap, towels, tissue, cups - DR	728.70			728.70	

City of Bloomington Utilities
Accounts Payable by G/L Distribution Report
Paydate: 01/12/18

Payables G/L Date: 12/25/17

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Water Construction	Wastewater O&M	Stormwater O&M
HP Products Corporation	13277800	Hot cups, tissue, M-fold towels, accuwipes, M & XL gloves - SC	1,437.96	575.18		862.78	
Industrial Service & Supply, INC	53123	2 Hose clamps for air compressor #618 - SW, TD	9.16	3.66		5.04	.46
Irving Materials, INC	10504092	Concrete - Water line @ N Maple St & W Kirkwood Ave - TD	425.00	425.00			
Irving Materials, INC	10504718	Concrete - Water line @ S Maple St & W 3rd St - TD	366.00	366.00			
Irving Materials, INC	10504719	Concrete - Water line @ 2211 S High St - TD	248.00	248.00			
Irving Materials, INC	10505778	Concrete - Water line @ E Smith Ave & S Grant St - TD	307.00	307.00			
Irving Materials, INC	10505779	Concrete - Main break @ 2400 S Walnut St - TD	462.00	462.00			
Irving Materials, INC	10507466	W17-4105 - Concrete - Clifton Ave & Hillside - TD	1,711.50	1,711.50			
Irving Materials, INC	10508412	Concrete - Water line @ 135 Ridgeview Dr - TD	602.00	602.00			
JCI Jones Chemicals, INC	743110	Sodium hypochlorite - 4,531 @ .7500 delivered 12/14/17 - MN	3,398.25	3,398.25			
JCI Jones Chemicals, INC	743311	Sodium hydroxide - 11,8055 @ 524.00 delivered 12/18/17 - MN	6,186.08	6,186.08			
JJ's Concrete Construction, LLC	37041	Concrete - Water line @ 2nd & Eastside - TD	454.50	454.50			
John Deere Financial (Rural King)	JRNL#181382/62	1" Manual nozzle for truck #627 - SW, TD	21.99	8.80		12.09	1.10
John M Moore	TD17-504	Reimbursement for upgrade fee for CDL License - TD	19.00	7.60		10.45	.95
Koorsen Fire & Security, INC	PINV062622	Monitoring fees - Panic buttons - 11/01/17-01/31/18 - SC	81.94	32.78		49.16	
Larry Stidd (Bloomington Letter Shop)	4811	4,000 Blue absence reports - SW, TD	195.00	78.00		107.25	9.75
Mark Osborne (Control Freaks Consulting)	112Inv-DM17-146	DM17-146 Programming the bar screen and press controls	315.00			315.00	
Mark Osborne (Control Freaks Consulting)	113Inv-ENG17-097	ENG17-098 SCADA repair - Win 911 not working; 1 HR labor	105.00	42.00		63.00	
Menards, INC	82074	Drywall screws, saw blades, skill saw, bulbs, 18 gal totes - MN	202.13	202.13			
Menards, INC	82150	11 bx ceiling tiles for records room - MN	499.84	499.84			
Menards, INC	82151	11 bx ceiling tiles for records room - MN	499.84	499.84			
Menards, INC	82152	5 BI-fold doors for cabinets in records room - MN	495.00	495.00			
Menards, INC	82153	Plywood, folding door, power bit, bulbs, desk square, paint - MN	219.85	219.85			
Menards, INC	82239	2x4's, utility knives, 1/2" plywood - MN	237.59	237.59			
Milestone Contractors, LP	114705	Asphalt - Water & Storm - 12/1-12/6/17 - SW, TD	1,028.64	942.60			86.04
Milestone Contractors, LP	114897	Asphalt - Stock - 12/11/17 - TD	5,648.40	2,259.36		3,389.04	
Nalco Crossbow Water, LLC	2231733	DMF1 DI EXPRESS, R1009 Filter - DL17-107 - DR	147.13	147.13			
Pace Analytical Services, INC	1750077708	Bi-annual groundwater samples from monitoring wells - ENV	1,955.00			1,955.00	
Pace Analytical Services, INC	1750077985	Low level mercury testing @ Dillman - 12/12/17 - DR, ENV	540.00			540.00	
Paragon Corporation	BLO171031 CBU	Consulting services - GIS Postgre SQL Database Migration - DIR	456.00	182.40		273.60	

City of Bloomington Utilities
Accounts Payable by G/L Distribution Report
Paydate: 01/12/18

Payables G/L Date: 12/25/17

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Water Construction	Wastewater O&M	Stormwater O&M
Ricoh USA, INC	5051623723 CBU	Copier maintenance - 11/17-12/16/17 - MN, BP, DR, SC	53.30	9.89		43.41	
Rogers Group, INC	0071163159	W17-4109 - Misc Stone - 12/5-12/8/17 - TD	1,205.33		1,205.33		
Safety Shoe Distributors, INC	256248 cbu	PUR17-521 Protective work apparel for T&D & plant staff	610.33	139.80		470.53	
Safety Shoe Distributors, INC	256489 cbu	PUR17-521 Protective work apparel for T&D & plant staff	219.98	26.00		193.98	
Southern Indiana Parts, INC (Napa Auto Parts)	182182	2 Oil filters for water pumps in garage - TD	8.02	8.02			
Staples Contract & Commercial, INC	3359343257	Calendar, dry-erase markers, rubber bands, memo pads, clips, pens- DR	47.09			47.09	
Staples Contract & Commercial, INC	3361634398	Mouse pad - PUR	16.78	6.71		10.07	
Staples Contract & Commercial, INC	3361634403	Calendar, wall wire hooks - DIR	11.41	4.56		6.85	
Staples Contract & Commercial, INC	3361634407	Pens, highlighters, binding spines, binder covers, bookcase - ENG	249.97	99.99		149.98	
Tamara L Ratliff-Roberts	ADMIN17-218	ADMIN17-218 OHST Certification reimbursement	120.00			120.00	
United Parcel Service, INC	0000430948507	Shipping charges - 12/11-12/12/17 - DIR, ENV, PUR	90.39	15.92		74.47	
Virtuoso Sourcing Group, LLC	24223	Collection agency fee - 12/06-12/14/17 - AR	211.47	84.59		126.88	
W.W. Grainger, INC	9638430893	DR17-162 Cosco self-ink number machine stamp, 18font	46.15			46.15	
Whiffen Machine And Press Repair, INC	6937	DM17-142 2-keyed shafts 3' long for rotary screen belt drum	273.20			273.20	
Xylem Water Solutions USA, INC	3556985039	BP17-200 Flygt pump 5hp; part#3102.160-0166 replacement	6,134.26			6,134.26	
Young Trucking, INC	95471	Hauling sludge from Blucher WWTP - 12/01-12/08/17 - BP, ENV	2,092.19			2,092.19	
Young Trucking, INC	95472	Hauling sludge from Dillman WWTP - 12/07/17 - DR, ENV	5,540.41			5,540.41	
Young Trucking, INC	95567	Hauling sludge from Blucher Poole - 12/11-12/14/17 - BP, ENV	1,806.92			1,806.92	
Grand total:			150,034.63	43,643.65	1,205.33	104,717.40	468.25

**SPECIAL CHECK RUN
INTERDEPARTMENTAL
MEMO**

To: Accounting Department
Sub: Special Check Run
Paid: 12/28/17
G/L DATE: 12/28/17

From: Kim Robertson
Dept. Accounts Payable
Date: 12/28/17

Water Operations & Maintenance	389,950.34
Water Construction	0.00
Water Sinking	0.00
Water Hydrant Meter Rental	0.00

Total of Water Utilities as per the claims list:	<u><u>\$389,950.34</u></u>
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Wastewater Operations & Maintenance	538,130.00
Wastewater Construction	0.00
Wastewater Sinking	0.00

Total of Wastewater Utilities as per the claims list:	<u><u>\$538,130.00</u></u>
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Stormwater	0.00
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Total of Stormwater Utility as per the claims list:	<u><u>\$0.00</u></u>
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Total Water Utility:	<u><u>\$389,950.34</u></u>
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Total Wastewater Utility:	<u><u>\$538,130.00</u></u>
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Total Stormwater Utility:	<u><u>\$0.00</u></u>
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TOTAL WATER, WASTEWATER & STORMWATER UTILITIES	<u><u>\$928,080.34</u></u>
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2017 3rd & 4th QTR Interdepartmental Agreement Costs

City of Bloomington Utilities
 Accounts Payable by G/L Distribution Report
 Paydate: 12/28/17

Special Check Run: 12/28/17

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Wastewater O&M
City Of Bloomington	ACCT17-120	2017 3rd & 4th QTR for W/WW Interdepartmental Agreement - ACCT	928,080.34	389,950.34	538,130.00
Grand total:			<u>928,080.34</u>	<u>389,950.34</u>	<u>538,130.00</u>

**UTILITIES SERVICE BOARD MOTION
MEETING ON JANUARY 08, 2018
UTILITY BILLS
PAYABLES**

To:	Utilities Service Board	From:	Kim Robertson
Dept.		Dept.	Accounts Payable
Sub:	Claims list filed: 01/02/18	Date:	01/02/18
	USB: 1/8/2018	Paydate:	01/02/18
	For Period: 12/19/17 - 01/02/18		
	G/L Date: 12/31/17		

Utilities Department invoices filed with the City Controller January 02, 2018 and signed by the Utilities Service Board for payment January 02, 2018 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	101,166.01
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:	 \$101,166.01
 Wastewater Operations & Maintenance	 67,003.36
Wastewater Construction	0.00
Wastewater Sinking	0.00
 Total of Wastewater Utilities as per the invoice list:	 \$67,003.36
 Stormwater	 0.00
Stormwater Construction	0.00
 Total of Stormwater Utility as per the invoice list:	 \$0.00
 Total Water Utility:	 \$101,166.01
 Total Wastewater Utility:	 \$67,003.36
 Total Stormwater Utility:	 \$0.00
 TOTAL WATER, WASTEWATER & STORMWATER UTILITIES	 \$168,169.37

City of Bloomington Utilities
 Accounts Payable by G/L Distribution Report
 Paydate: 01/02/18
 PAYABLES G/L Date: 12/31/17
 Utility Bills

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Wastewater O&M
AT&T	8123311353 12/17	Service - S Washington St Storage - 12/22-01/21/18 - SC	142.65	57.06	85.59
AT&T	8123315400 12/17	Service - Centrex main line - 12/22-01/21/18 - SC	8,016.93	3,206.77	4,810.16
AT&T Mobility II, LLC	12/11/17	Service-Inv#287268772596x12192017-11/12-12/11/17 - SC	1,986.60	675.87	1,310.73
AT&T Mobility II, LLC	12/11/17 Elkins	Service - 11/12-12/11/17 - L Elkins - MN	58.86	58.86	
Duke Energy	12/31/17 payable	Service - Nov - Dec 2017 - LS, BS, GR, TD, DR, MN	157,778.75	97,033.90	60,744.85
Indiana Paging Network, INC	13425013 12/2017	Service - 01/01/18 - 03/31/18 - DR, MN, PUR, TD	88.67	36.64	52.03
Smithville Telephone Co Inc	8128241616 12/17	Service - SE Pumping Station - 11/20-12/19/17 - BS	96.91	96.91	
Grand total:			<u>168,169.37</u>	<u>101,166.01</u>	<u>67,003.36</u>

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

<u>INDIANA DEPARTMENT OF REVENUE</u> (SALES TAX - OCTOBER, 2017)	<u>\$74,622.27</u>
<u>INDIANA DEPARTMENT OF REVENUE - RECEIPTS TAX</u> 4TH QUARTER UTILITY RECEIPTS TAX	<u>\$0.00</u>
<u>NPC</u> CHARGE CARD FEES - OCTOBER, 2017	<u>\$22,269.07</u>
<u>FIRST FINANCIAL</u> ACCOUNT ANALYSIS FEES - OCTOBER, 2017	<u>\$1,791.83</u>
<u>GROSS PAYROLL</u> 12/22/2017	<u>\$289,091.78</u>
<u>FICA TAX</u> 12/22/2017	<u>\$20,842.27</u>
<u>GROSS PAYROLL</u> 1/5/2018	<u>\$305,048.04</u>
<u>FICA TAX</u> 1/5/2018	<u>\$21,943.14</u>
<u>TOTAL</u>	<u>\$735,608.40</u>

**UTILITIES SERVICE BOARD MOTION
MEETING ON JANUARY 08, 2018
CUSTOMER REFUNDS**

To:	Utilities Service Board	From:	Kim Robertson
Dept.		Dept.	Accounts Payable
Sub:	Claims list filed: 01/02/18	Date:	01/02/18
	USB: 01/08/2018		
	For Period: 12/19/17 - 12/29/17	Paydate:	01/08/18
	G/L Date: 01/12/18		

Utilities Department customer refunds filed with the City Controller January 02, 2018 and signed by the Utilities Service Board for payment January 12, 2018 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	3.94
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:	<u><u>\$3.94</u></u>
Wastewater Operations & Maintenance	1,855.39
Wastewater Construction	0.00
Wastewater Sinking	0.00
Total of Wastewater Utilities as per the invoice list:	<u><u>\$1,855.39</u></u>
Stormwater	0.00
Stormwater Construction	0.00
Total of Stormwater Utility as per the invoice list:	<u><u>\$0.00</u></u>
Total Water Utility:	<u><u>\$3.94</u></u>
Total Wastewater Utility:	<u><u>\$1,855.39</u></u>
Total Stormwater Utility:	<u><u>\$0.00</u></u>
TOTAL WATER, WASTEWATER & STORMWATER UTILITIES	<u><u>\$1,859.33</u></u>

City of Bloomington Utilities
Accounts Payable by G/L Distribution Report
Paydate: 01/12/18

Vendor	Invoice No.	Invoice Description	Invoice Amount	Check No.	Reason for refund	Water Funds	Wastewater Funds	Stormwater Funds
Nancy Bauman	10849-001	Customer refund	\$34.98		Meter misread adjustment	\$3.94	\$31.04	
Milestone Contractor	200072-010	Customer refund	\$321.62		Temp. Hydrant Meter Deposit		\$321.62	
Milestone Contractor	200369-002	Customer refund	\$497.86		Temp. Hydrant Meter Deposit		\$497.86	
Robert McAllister	21095-005	Customer refund	\$25.29		Overpayment on each bill since Sept. 2016		\$25.29	
Indiana University	37543-001	Customer refund	\$979.58		Cooling Tower refund		\$979.58	
<u>\$1,859.33</u>						<u>\$3.94</u>	<u>\$1,855.39</u>	<u>\$0.00</u>
\$1,859.33								



MEMORANDUM

TO: Mayor Hamilton
FROM: Mike Hicks, CBU
DATE: January 3, 2018
RE: Approval of Change Order No. 1 to Agreement for Bloomington Seal Coating & Paving repairs to Woodyard Road (installation of 12" Water Line)

Funding Source: 009-00-900000-U47420

Total Dollar Amount of Contract: \$22,350.00

Expiration Date of Contract: When work is done

Department Head Initials of Approval: VAK

Due Date For Signature: ASAP (by 11:00 a.m. Jan 4, 2018 for USB packet)

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

Legal Department Internal Tracking #: 18-010

PREVIOUSLY REVIEWED BY & RETURN SIGNED CONTRACT TO THIS ATTORNEY:

Christopher J. Wheeler

ATTORNEY IS TO RETURN SIGNED CONTRACT TO THIS DEPARTMENTAL EMPLOYEE:

Mike Hicks

Summary of Contract:

This is Change Order No. 1 to the Contract between Utilities and Bloomington Seal Coating & Paving, Inc., for repairs to Woodyard Road after installation of a 12" water line. The Change Order expands the scope of work to include an additional top coat of asphalt to level the grade of the road to meet Monroe County Highway Department's road repairs specifications. The additional top coating increased the cost of the overall project by a total of \$2,800.00 which brings the total amount of the cost of the project to \$22,350.00.



MEMORANDUM

TO: Mayor Hamilton
FROM: Mike Hicks
DATE: January 3, 2018
RE: Approval of Contract with Ottenweller Contracting, LLC

Funding Source: 010-U10500

Total Dollar Amount of Contract: \$199,000.00

Expiration Date of Contract: 210 days from notice to proceed

Department Head Initials of Approval: *VAK*

Due Date For Signature: 1/4/2018

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

Legal Department Internal Tracking #: 18-008

PREVIOUSLY REVIEWED BY & RETURN SIGNED CONTRACT TO THIS ATTORNEY:

Christopher J. Wheeler

ATTORNEY IS TO RETURN SIGNED CONTRACT TO THIS DEPARTMENTAL EMPLOYEE:

Michael Hicks

Summary of Contract:

This contract is for removal and replacement of existing mechanical screening equipment and appurtenances with one (1) new mechanically cleaned screen and one (1) new screenings washer/compactor. This contract encompasses all work necessary to complete the per plan specs submitting during the bid process which have been reviewed and determined by CBU engineering to meet the job's specifications as established by CBU. This contract follows a determination that this contractor was the most responsive and responsible bidder for this project.

AGREEMENT

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Utilities Department through the Utilities Service Board (hereinafter referred to as City), and Ottenweller Contracting LLC (hereinafter referred to as Contractor);

WITNESSETH THAT:

WHEREAS, City desires to retain Contractor's services for Scope of Work, more particularly described in Attachment "A", "Scope of Work"; and

WHEREAS, Contractor is capable of performing work as per his/her Bid on the Bid Proposal Form; and

WHEREAS, in accordance with Indiana Code § 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 or General Contractor for this project; and

WHEREAS, Contractor was determined to be the lowest responsible and responsive Bidder for said project.

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

ARTICLE 1: TERM

This Agreement shall be in effect upon execution of this Agreement by all parties. In accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 contractor or general contractor for this project.

ARTICLE 2: ENGINEER

The Project has been designed by Bloomington Utilities Engineering Department, who is referred to in the Contract Documents as Engineer. Engineer, and its duly authorized agents, are to act as City's representatives and assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3: WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents and as generally described in Attachment A, "Scope of Work", attached hereto, subject to any additions or deductions as provided in the Contract Documents.

ARTICLE 4: CONTRACT PRICE

City shall pay the Contractor for performance of the Work in accordance with the Contract Documents and subject to any additions or deductions as provided in the Contract Documents, the contract amount of One Hundred Ninety-nine Thousand Dollars (\$199,000.00). Said sum shall be paid in accordance with the terms of the Contract Documents.

City may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

Evidence indicating the probable filing of claims by other parties against Contractor which may adversely affect City.

Failure of Contractor to make payments due to subcontractors, material suppliers or employees.

Damage to City or a third party.

The submission of any request for payment shall be deemed a waiver and release by Contractor of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

Contractor shall maintain proper account records for the scope of all services of this Agreement and provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by City's representatives at reasonable business hours.

ARTICLE 5: CONTRACT TIMES, LIQUIDATED DAMAGES, DELAYS, AND DAMAGES

5.1. Contract Times. The Work to be performed under this Contract shall commence on a date to be specified in a written Notice to Proceed order from the City. Subject to extensions of time granted in writing by City, in its sole discretion, the Work shall be Substantially Complete within 180 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 210 days after the date when the Contract Times commence to run.

Prior to commencement of the construction Work, the Contractor shall furnish to the City satisfactory evidence of the adequate bond and insurance coverage and that all other conditions of the Contract Documents required to be performed prior to starting Work have been complied with by the Contractor.

5.2. Liquidated Damages. City and Contractor recognize that time is of the essence of this Agreement and that City will suffer financial loss if the Work is not completed within the times specified in Paragraph 5.1 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by City if the Work is not completed on time. Accordingly, instead of requiring any such proof, City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay City the following amount for each calendar day that expires after the times specified in Paragraph 5.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times specified or any proper extension thereof granted by City, Contractor shall pay City the following amounts for each day that expires after the times specified in Paragraph 5.1 for completion and readiness for final payment:

<u>Item</u>	<u>Liquidated Damages, per calendar day</u>
Substantial Completion of the Work	\$500.00
Final Completion of all Work	\$300.00

City shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to Contractor, or to initiate applicable dispute resolution procedures and recover liquidated damages for nonperformance of this Contract within the time stipulated.

ARTICLE 6: PAYMENT PROCEDURES

Contractor shall submit Application for Payment in accordance with Article 15 of the General Conditions. Application for Payment will be processed by the Engineer as provided in General Conditions and Supplementary Conditions.

6.1. Progress Payments. City shall make payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on a monthly basis during performance of the Work. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in Paragraph 2.05 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

ARTICLE 7: RETAINAGE

Pursuant to Indiana Code, Section 36-1-12-14, contracts in excess of Two Hundred Thousand Dollars (\$200,000.00) are required to provide for retainage between the City and the Contractor.

7.1. Escrow Agent. The retainage amount withheld shall be placed in an escrow account. First Financial Bank, Bloomington, Indiana, shall serve as the escrow agent, subject to compliance with 7.2 below.

7.2. Retainage Amount. The escrow agent, City and Contractor shall enter into a written escrow agreement. Under that agreement, the City shall withhold ten percent (10%) of the dollar value of all work satisfactorily completed until the Contract work is fifty percent (50%) complete. No additional retainage shall be withheld on the remaining fifty percent (50%) of the Contract work. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties.

7.3. Payment of Escrow Amount. The escrow agent shall hold the escrowed principal and income until receipt of the notice from the City and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the City, at which time the City shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit City from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 7.4.

7.4. Withholding Funds for Completion of Contract. If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the City, City may direct the escrow agent to retain in the escrow account, and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the Engineer. The escrow agent shall release the funds withheld under this section after receipt of notice from the City that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by City or another party under contract with the City, said funds shall be released to the City.

ARTICLE 8: ENUMERATION OF CONTRACT DOCUMENTS

The Contract Documents, which constitute the entire agreement between the City and Contractor, are incorporated herein by reference, made a part hereof and enumerated as follows:

1. This Agreement and its Attachments A, B, C, and D
2. All written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to Paragraph 3.04 of the General Conditions, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto
3. All Addenda to the Bid Documents
4. Advertisement for Bidders
5. Instructions to Bidders
6. Contractor's Bid and supporting documents submitted with the bid

7. Bid Bond
8. Performance and Payment Bonds
9. Standard General Conditions
10. Supplementary Conditions
11. Local Contract and Bidding Documents as listed in the Table of Contents
12. Notice of Award
13. Notice to Proceed
14. Specifications
15. Drawings
16. Submittals
17. Escrow Agreement

There are no Contract Documents other than those listed in this article. The Contract Documents may be amended, modified, or supplemented only as provided in Article 11 of the General Conditions.

In resolving conflicts, errors, discrepancies and disputes concerning the Work to be performed by Contractor, and other rights and obligations of City and Contractor, the document expressing the greater quantity, quality or other scope of work in question, or imposing the greater obligation upon Contractor and affording the greater right or remedy to City shall govern; otherwise the documents shall be given precedence in the order as enumerated above.

ARTICLE 9: GENERAL PROVISIONS

9.1. Contractor agrees to comply with all federal, state, and local laws, rules and regulations applicable to Contractor in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

9.2. Contractor agrees to indemnify and hold harmless City and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by Contractor or any of its officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to City or has used in connection with this Agreement and regardless of whether or not it is caused in part by a party indemnified herein under. Such indemnity shall include attorney's fees and all costs and other expenses arising there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

9.3. In the event of a breach of this Contract by Contractor, City shall be entitled to pursue any and all remedies available, both legal and equitable, under the laws of the State of Indiana. In addition to any other remedy to which City may be entitled upon a breach by Contractor, City shall be entitled to recover from Contractor the reasonable expenses incurred by City, including attorney fees, in enforcing this Contract.

9.4. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law); and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.5. City and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

9.6. The business address of Contractor given herein and the address of Contractor's office in the vicinity of the Work are both hereby designated as the places to which all notices, letters, and other communication

to Contractor will be mailed or delivered. The address of City appearing herein is hereby designated as the place to which all notices, letters, and other communication to City shall be mailed or delivered. Either party may change its address at any time by an instrument in writing delivered to City and to the other party.

9.7. Both parties agree that for the purpose of this Agreement, Contractor shall be an independent contractor and not an employee of City.

9.8. Non-Discrimination.

A. Contractor and sub-Contractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, training, conditions or privileges of employment, because of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, or housing status. Breach of this covenant may be regarded as a material breach of the Agreement.

B. Contractor certifies for itself and all its sub-Contractors compliance with existing laws of the City of Bloomington, the State of Indiana and the United States regarding:

1. Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, housing status or any other legally protected classification;

2. The utilization of Minority and Women Business Enterprises. Contractor further certifies that it:

a. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.

b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

3. FURTHER, PURSUANT TO INDIANA CODE § 5-16-6-1, Contractor AGREES:

a. That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no Contractor, or sub-Contractor, nor any person acting on behalf of such Contractor or sub-Contractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.

b. That no Contractor, sub-Contractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry or any other legally protected classification.

c. That there may be deducted from the amount payable to Contractor, by City, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.

d. That this Agreement may be canceled or terminated by City and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

9.9. Safety.

1. Contractor shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. Contractor shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.
2. Contractor is required to comply with IOSHA regulations 29 C.F.R 1926, Subpart P, Excavations for all trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of the Contractor and included in the cost of the principal work with which the safety systems are associated. Contractor shall sign an affidavit, attached as Attachment B, affirming that Contractor shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.
3. Contractor shall indemnify and hold harmless City and its officers, agents, officials and employees for any and all damages, actions, costs, (including, but not limited to, attorney's fees, court costs and costs of investigation) judgments and claims by anyone for damage to property, injury or death to persons resulting from the collapse or failure of any trenches, ditches or other excavations constructed under or associated with this contract.

9.10. Steel or Foundry Products.

1. To comply with Indiana Code § 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should City feel that the cost of domestic steel or foundry products is unreasonable; City will notify Contractor in writing of this fact.
2. Domestic Steel products are defined as "Products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by open hearth, basic oxygen, electric furnace, Bessemer or other steel making process."
3. Domestic Foundry products are defined as "Products cast from ferrous and nonferrous metals by foundries in the United States."
4. The United States is defined to include all territory subject to the jurisdiction of the United States.
5. City may not authorize or make any payment to Contractor unless City is satisfied that Contractor has fully complied with this provision.

9.11 Verification of Employees' Immigration Status

1. Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Attachment 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.
2. Contractor and any of its sub-Contractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of its sub-Contractors learns is an unauthorized alien. If the City obtains information that the Contractor or any of its sub-Contractors employs or retains an employee who is an unauthorized alien, the

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

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

9.12. Drug Testing Plan.

1. In accordance with Indiana Code 4-13-18 as amended, the Contractor was required to submit with his/her bid a written drug testing policy for a public works project that is estimated to cost \$150,000 or more. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the Contractor and Subcontractors for drugs. The successful Contractor must comply with all provisions of the statute. This contract is subject to cancellation if Contractor fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of City; or provides false information to City regarding Contractor's employee drug testing program. Contractor shall sign an affidavit, attached as Attachment D, affirming that Contractor has and shall implement Contractor's employee drug testing program throughout the term of this project.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands.

CITY: CITY OF BLOOMINGTON, INDIANA
UTILITIES SERVICE BOARD

Date: _____, 2018

By: _____
Samual K. Frank
President, Utilities Service Board

Vic Kelson
Director of Utilities

for Phillippa M. Guttirie
John Hamilton
Mayor of Bloomington

City address for giving notices:

PO Box 1216
Bloomington, IN 47402

CONTRACTOR: OTTENWELLER CONTRACTING LLC

Date: _____, 2018

By: _____
Authorized Contractor Representative

Printed Name

Title of Contractor Representative

Contractor address for giving notices:

CITY OF BLOOMINGTON
Legal Department
Reviewed By: Christopher Guttirie
DATE: 1-3-2018

CITY OF BLOOMINGTON
Controller
Reviewed by: Allen W. [Signature]
DATE: 1/3/18
FUND/ACCT: 010-4-10500

ATTACHMENT A

SCOPE OF WORK

BLUCHER POOLE WASTEWATER TREATMENT PLANT MECHANICAL SCREENING EQUIPMENT REPLACEMENT

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

ATTACHMENT B

**BIDDER'S AFFIDAVIT IN COMPLIANCE WITH IC 36-1-12-20 TRENCH SAFETY SYSTEMS;
COST RECOVERY**

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT

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

1. The undersigned is the _____ of
(job title)

(company name)
2. The undersigned is duly authorized and has full authority to execute this Bidder's Affidavit.
3. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; or
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
4. By submission of this Bid and subsequent execution of a Contract, the undersigned Bidder certifies that as successful Bidder (Contractor) all trench excavation done within his/her control (by his/her own forces or by his/her Subcontractors) shall be accomplished in strict adherence with OSHA trench safety standards contained in 29 C.F.R. 1926, Subpart P, including all subsequent revisions or updates to these standards as adopted by the United States Department of Labor.
5. The undersigned Bidder certifies that as successful Bidder (Contractor) he/she has obtained or will obtain identical certification from any proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he/she will retain such certifications in a file for a period of not less than three (3) years following final acceptance.
6. The Bidder acknowledges that included in the various items listed in the Schedule of Bid Prices and in the Total Amount of Bid Prices are costs for complying with I.C. 36-1-12-20. The Bidder further identifies the costs to be summarized below*:

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

(Continued Next Page)

ATTACHMENT C

E-Verify AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

1. The undersigned is the _____ of _____.
(job title) (company name)
2. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; or
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
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 States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2018.

My Commission Expires: _____

Signature of Notary Public

County of Residence: _____

Printed Name of Notary Public

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2018.

My Commission Expires: _____

Signature of Notary Public

County of Residence: _____

Printed Name of Notary Public



MEMORANDUM

TO: Chris Wheeler
FROM: Cindy Shaw
DATE: 12/15/2017
RE: Contract for HVAC Cassette Cleaning @ CBU Service Center in Meter Services Lab
CONTRACT TERM: 12/15/2017 – 12/31/2017

Funding Source: 009-52-900008-U62001 \$137.60
010-52-950008-U62001 \$206.40

Total Dollar Amount of Contract(s): \$344.00

Expiration Date of Contract: 12/31/2017

Department Head Initials of Approval: UK

Due Date For Signature: 12/15/2017

Record Destruction Date (Legal Dept to fill in):

12/31/2027

PREVIOUSLY REVIEWED BY & RETURN SIGNED CONTRACT TO THIS ATTORNEY:

Chris Wheeler *Barbara E. McKinney*

ATTORNEY IS TO RETURN SIGNED CONTRACT TO THIS DEPARTMENTAL EMPLOYEE:

Cindy Shaw

Summary of Contract: Routine maintenance on the ductless split indoor cassette and fan coil, including removal of cover panels, removal and washing of filters, clean out entire chassis, wipe down and clean the outer case, determine dirt composition on ceiling tile surrounding the unit, and complete operational check and start-up.

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
UTILITIES DEPARTMENT
AND**

HARRELL-FISH INCORPORATED (HFI) MECHANICAL CONTRACTORS

**SERVICE CONTRACT FOR HVAC CLEANING OF INDOOR FAN COIL CASSETTE
IN METER SERVICES LAB**

THIS AGREEMENT, is executed by and between the City of Bloomington, Indiana, Utilities Department through the Utilities Service Board (hereinafter referred to as the "CITY"), Harrell Fish Incorporated (HFI) Mechanical Contractors, a for profit corporation duly incorporated in the State of Indiana with its principal place of business located 2010 Vernal Pike, Bloomington, Indiana 47404, (hereinafter referred to as the "CONTRACTOR");

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR for HVAC services for the maintenance of a Mitsubishi ductless indoor fan coil cassette at the City of Bloomington Utilities Service Center Meter Services Lab, all of which is more particularly described in **Exhibit "A"**, which is attached hereto and incorporated herein; and

WHEREAS, CONTRACTOR is capable of performing the requested work as per his/her Quote; and

WHEREAS, in accordance with *Indiana Code 5-16-13 et seq.*, incorporated herein by reference, Contractor is a Tier 1 or General Contractor for this project; and

WHEREAS, CONTRACTOR was determined to be the lowest responsible and responsive Quoter for said project.

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

ARTICLE 1. EFFECTIVE DATE AND TERM

1.01 The effective date of this agreement shall be the date last entered in the signature blocks below and shall be completed by the 31 day of December, 2017.

ARTICLE 2. SERVICES

2.01 CONTRACTOR shall provide the services as outlined in the Scope of Work outlined in **Exhibit "A"**. All required work under this Agreement shall be completed according to date listed in Article 1.01 of this contract. Work is not completed until it has been fully inspected and approved by the City.

2.02 CONTRACTOR agrees that no charges or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

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

ARTICLE 3. COMPENSATION

3.01 CONTRACTOR shall be compensated in exchange for the services provided in **Exhibit "A"**.

3.02 CITY shall compensate CONTRACTOR a lump sum not to exceed Three Hundred Forty Four and 00/100 (\$344.00) Dollars upon the satisfactory completion and submittal of approved claims by Contractor of all services outlined in **Exhibit "A"**. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

- Defective work.
- Evidence indicating the probable filing of claims by other parties against CONTRACTOR which may adversely affect CITY.
- Failure of CONTRACTOR to make payments due to subcontractors, material suppliers or employees.
- Damage to CITY or a third party.

3.03 The submission of any request for payment shall be deemed a waiver and release by CONTRACTOR of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

3.04 CONTRACTOR shall maintain proper account records for the scope of all services of this Agreement and provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by CITY's representatives at reasonable business hours.

ARTICLE 4. RETAINAGE

(this section intentionally left blank)

ARTICLE 5. GENERAL PROVISIONS

5.01 CONTRACTOR agrees to indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by CONTRACTOR or any of its officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to CITY or has used in connection with this Agreement and regardless of whether or not it is caused in part by a party indemnified herein under. Such indemnity shall include attorney's fees and all costs and other expenses arising there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

5.02 Abandonment, Default and Termination.

5.02.01 **Abandonment.** CITY shall have the right to abandon the work contracted for in this Agreement without penalty. If CITY abandons the work described herein, CONTRACTOR shall deliver to CITY all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of CITY. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by CONTRACTOR under this Agreement and the work which CONTRACTOR was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by CITY and CONTRACTOR. The payment made to CONTRACTOR shall be paid as a final payment in full settlement of his services hereunder.

5.02.02 If CONTRACTOR defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, CITY may, after seven (7) days' written notice delivered to CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to CONTRACTOR. In the alternative, CITY, at its option, may terminate this Agreement and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by CONTRACTOR, and may finish the project by whatever method it may deem expedient, and

if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his surety, shall pay the difference to CITY.

5.02.03

Default: If CONTRACTOR breaches this Agreement or fails to perform the work in an acceptable manner, he shall be considered in default. Any one or more of the following will be considered a default:

- Failure to begin the work under this Agreement within the time specified.
- Failure to perform the work with sufficient supervision, workmen, equipment and materials to insure prompt completion of said work within the time limits allowed.
- Unsuitable performance of the work as determined by the Assistant Director-Engineering or his representative.
- Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
- Discontinuing the prosecution of the work or any part of it.
- Inability to finance the work adequately.
- If, for any other reason, CONTRACTOR breaches this Agreement or fails to carry on the work in an acceptable manner.

5.02.04

CITY shall send CONTRACTOR a written notice of default. If CONTRACTOR, or his Surety, within a period of ten (10) days after such notice, fails to remedy the default, then CITY shall have full power and authority, without violation of the Contract, to take the prosecution of the work out of the hands of said CONTRACTOR, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may, at its option, turn the work over to the Surety, or enter into an agreement with another Contractor for the completion of the Agreement according to the terms and provisions thereof, or CITY may use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner.

5.02.05

All cost of completing the work under the Contract shall be deducted from the monies due or which may become due to said CONTRACTOR. In case the expenses so incurred by CITY shall be less than the sum which would have been payable under the Contract if it had been completed by said CONTRACTOR, CONTRACTOR shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Contract, CONTRACTOR and his Surety will be liable and shall pay to CITY the amount of said excess. By taking over the prosecution of the work, CITY does not forfeit the right to

recover damages from CONTRACTOR or his Surety for his failure to complete the work in the time specified.

5.02.06 Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of the Agreement by CITY are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, then CITY shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding in which instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void.

5.02.07 CITY agrees that it will make its best effort to obtain sufficient funds, including but not limited to, including in its budget for each fiscal period during the term hereof a request for sufficient funds to meet its obligations hereunder in full.

5.03 Successors and Assigns.

5.03.01 Both parties agree that, for the purpose of this Agreement, CONTRACTOR shall be an Independent Contractor and not an employee of CITY.

5.03.02 No portion of this Agreement shall be sublet, assigned, transferred or otherwise disposed of by CONTRACTOR except with the written consent of CITY being first obtained. Consent to sublet, assign, transfer, or otherwise dispose of any portion of this Agreement shall not be construed to relieve CONTRACTOR of any responsibility of the fulfillment of this Agreement.

5.04 Extent of Agreement: Integration.

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

5.04.02 Discrepancy between documents. **(this section intentionally left blank)**

5.05 Insurance.

5.05.01 CONTRACTOR shall, as a prerequisite to this Agreement, purchase and/or maintain such insurance as will protect him from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

<u>Coverage</u>	<u>Limits</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	\$1,000,000 per occurrence and \$2,000,000 in the aggregate
Products/Completed Operation	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage (any one fire)	\$50,000
D. Comprehensive Auto Liability (single limit, owned, hired and non-owned) Bodily injury and property damage.	\$1,000,000 each accident
E. Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate
The Deductible on the Umbrella Liability shall not be more than	\$10,000

5.05.02 CONTRACTOR'S comprehensive general liability insurance shall also provide coverage for the following:

- Premises and operations;

- Contractual liability insurance as applicable to any hold-harmless agreements;
- Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and CONTRACTOR shall continue to provide evidence of such coverage to CITY on an annual basis during the aforementioned period;
- Broad form property damage - including completed operations;
- Fellow employee claims under Personal Injury; and
- Independent Contractors.

5.05.03

With the prior written approval of CITY, CONTRACTOR may substitute different types or amounts of coverage for those specified as long as the total amount of required protection is not reduced.

5.05.04

Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with CITY prior to commencement of work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least sixty (60) days' prior written notice has been received by CITY. The CITY shall be named as an additional insured on the Commercial General Liability, Automobile Liability, and Umbrella Excess Liability policies. The CONTRACTOR shall agree to a waiver of subrogation on its Worker's Compensation policy.

5.06 Necessary Documentation. CONTRACTOR certifies that it will furnish CITY any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Bloomington, the State of Indiana and the United States. CONTRACTOR further certifies that it is now and will maintain in good standing with such governmental agencies and that it will keep its license, permit registration, authorization or certification in force during the term of this Agreement.

5.07 Applicable Laws. CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5.08 Non-Discrimination.

5.08.01

CONTRACTOR and subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance

of this Agreement, with respect to hire, tenure, terms, training, conditions or privileges of employment, because of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, or housing status. Breach of this covenant may be regarded as a material breach of the Agreement.

5.08.02

CONTRACTOR certifies for itself and all its subcontractors compliance with existing laws of the City of Bloomington, the State of Indiana and the United States regarding:

Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, housing status, or any other legally protected classification;

The utilization of Minority and Women Business Enterprises. CONTRACTOR further certifies that it:

- a. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.
- b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

5.08.03

FURTHER, PURSUANT TO INDIANA CODE 5-16-6-1, CONTRACTOR AGREES:

- A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.
- B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.
- C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five

Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.

- D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

5.09 Workmanship and Quality of Materials.

5.09.01 CONTRACTOR shall guarantee the work for a period of one (1) year from the date of substantial completion. Failure of any portion of the work within one (1) year due to improper construction, materials of construction, or design may result in a refund to CITY of the purchase price of that portion which failed or may result in the forfeiture of CONTRACTOR's Performance Bond.

5.09.02 OR EQUAL: Wherever in any of the Agreement Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the ENGINEER. The approval by the ENGINEER of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the ENGINEER.

5.09.03 CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the Director of Utilities and are not subject to arbitration.

5.10 Safety.

5.10.01 Contractor shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. Contractor shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

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

5.11 **Amendments/Changes.**

5.11.01 Except as provided in Paragraph 5.11.02, this Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.

5.11.02 Without invalidating the Agreement and without notice to any surety, CITY may, at any time or from time to time, order, in writing, additions, deletions, or revisions in the work. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the work involved, which will be performed under the applicable conditions of the Agreement Documents.

5.11.03 If CONTRACTOR believes that any direction of CITY under paragraph 5.11.02, or any other event or condition, will result in an increase in the Contract time or price, he shall file written notice with CITY no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.

5.11.04 CONTRACTOR shall carry on the work and adhere to the progress schedule during all disputes or disagreements with CITY. No work shall be delayed or postponed pending resolution of any dispute or disagreement except as CONTRACTOR and CITY may otherwise agree in writing.

5.12 **Performance Bond and Payment Bond.**

For contracts in excess of \$100,000

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

5.13 **Payment of Subcontractors.** CONTRACTOR shall pay all subcontractors, laborers, material suppliers and those performing services to CONTRACTOR on the project under this Agreement. CITY may, as a condition precedent to any payment hereunder, require CONTRACTOR to submit satisfactory evidence of payments of any and all claims of subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR.

Upon receipt of a lawful claim, CITY shall withhold money due to CONTRACTOR in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR.

5.14 Written Notice. Written notice shall be considered as served when delivered in person or sent by mail to the individual, firm, or corporation, or to the last business address of such known to CONTRACTOR who serves the Notice. Notice shall be sent as follows:

TO CITY:

TO CONTRACTOR:

City of Bloomington, Utilities	HFI Mechanical Contractors
Attn: Vic Kelson	Attn: Mike Gavin
600 E. Miller Dr.	2010 Vernal Pike; P.O. Box 1998
Bloomington, IN 47401	Bloomington, IN 47402-1998

5.15 Severability and Waiver. In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement.

5.16 Notice to Proceed. (this section intentionally left blank)

5.17 Steel or Foundry Products

5.17.01 To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should CITY feel that the cost of domestic steel or foundry products is unreasonable; CITY will notify CONTRACTOR in writing of this fact.

5.17.02 Domestic Steel products are defined as follows: "Products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by open hearth, basic oxygen, electric furnace, Bessemer or other steel making process."

5.17.03 Domestic Foundry products are defined as follows: "Products cast from ferrous and nonferrous metals by foundries in the United States."

5.17.04 The United States is defined to include all territory subject to the jurisdiction of the United States.

5.17.05 CITY may not authorize or make any payment to CONTRACTOR unless CITY is satisfied that CONTRACTOR has fully complied with this provision.

5.18 Verification of Employees' Immigration Status.

Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as **Exhibit "B"**, affirming that Contractor does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

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

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

5.19 Non-Collusion.

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

by this reference incorporated herein, that Service Provider has not engaged in any collusive conduct.

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

CITY OF BLOOMINGTON:

BY:

Vic Kelson 12/22/2017
Vic Kelson, Director Dated:
City of Bloomington Utilities

**HARRELL-FISH INCORPORATED
HFI MECHANICAL CONTRACTORS:**

BY:

Mike Gavin Dated:
HFI Mechanical Contractors

Sam Frank, President Dated:
Utilities Service Board

CITY OF BLOOMINGTON
Legal Department
Reviewed By: *Christopher J. O'Neil*
DATE: December 21, 2017

CITY OF BLOOMINGTON
Controller
Reviewed by: *[Signature]*
DATE: 12-22-17
FUND/ACCT: 000 010 46200

EXHIBIT A

SCOPE OF SERVICES

PLEASE SEE ATTACHED LETTER DATED DECEMBER 15, 2017

HFI
Harrell-Fish Incorporated
MECHANICAL CONTRACTORS

2010 VERNAL PIKE □ P.O. BOX 1998

Bloomington, IN 47402-1998

Phone (812) 339-2579 □ FAX (812) 331-7235 □ E-Mail: HFI@HARRELL-FISH.COM

December 15, 2017

Cindy Shaw
City of Bloomington Utilities
600 E Miller Dr
Bloomington, IN 47401

Harrell-Fish Inc. is pleased to furnish you with a quote for performing maintenance on the ductless split indoor cassettes fan coil. Our service will include the following:

- Remove cover panels
- Remove and wash filters
- Clean out entire chassis
- Wipe down and clean the outer case
- Determine dirt composition on ceiling tiles surrounding the unit
- Complete start up and operational check

The price of our service, which includes all labor, equipment, and materials:

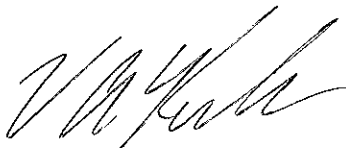
MATERIALS: \$24.00

LABOR: \$320.00

TOTAL \$34400

Mike Gavin, Sales and Design 12/15/17

Accepted By:



Date

12 126 12017



EXHIBIT B

AFFIDAVIT REGARDING E-VERIFY

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

1. The undersigned is the _____ of _____.
(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.

Signature

Printed name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____
_____ and acknowledged the execution of the foregoing this _____ day of
_____, 2017.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

EXHIBIT C

AFFIDAVIT REGARDING NON-COLLUSION

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2017.

Signature

Printed name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____
_____ and acknowledged the execution of the foregoing this _____ day of
_____, 2017.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed



MEMORANDUM

TO: Chris Wheeler
FROM: Cindy Shaw
DATE: 12/27/2017
RE: Replacement of Exterior Halide Bulbs with LED Bulbs

Funding Source: 009-52-900008-U62146
010-52-950008-U62146

Total Dollar Amount of Contract: \$2325.00

Expiration Date of Contract: 1/31/2018

Department Head Initials of Approval: *VAYL*

Due Date For Signature: 1/08/2018

Record Destruction Date (Legal Dept to fill in): *1/31/2028*

Contract Tracking #: *18-003*

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: Replacement of metal halide lights in outdoor light fixtures with LED bulbs. Requires rewiring of fixtures and disconnection of existing ballasts. Contractor will clean existing fixtures of smoke and bugs.

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
UTILITIES DEPARTMENT
AND
ALEXANDER ELECTRIC, INC.**

CONTRACT FOR LIGHTING INSTALLATION SERVICES

THIS AGREEMENT, is executed by and between the City of Bloomington, Indiana, Utilities Department through the Utilities Service Board (hereinafter referred to as the "CITY"), Alexander Electric, Incorporated, a for profit corporation duly incorporated in the State of Indiana with its principal place of business located 5970 West State Road 48, Bloomington, Indiana 47404, (hereinafter referred to as the "CONTRACTOR");

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR for the installation of LED bulbs into existing light fixtures including electrical disconnection of existing ballasts in same at the City of Bloomington Utilities Service Center facility, all of which is more particularly described in **Exhibit "A"**, which is attached hereto and incorporated herein; and

WHEREAS, CONTRACTOR is capable of performing the requested work as per his/her Quote; and

WHEREAS, in accordance with *Indiana Code 5-16-13 et seq.*, incorporated herein by reference, Contractor is a Tier 1 or General Contractor for this project; and

WHEREAS, CONTRACTOR was determined to be the lowest responsible and responsive Quoter for said project.

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

ARTICLE 1. EFFECTIVE DATE AND TERM

1.01 The effective date of this agreement shall be the date last entered in the signature blocks below and shall be completed by the 31 day of January, 2018.

ARTICLE 2. SERVICES

2.01 CONTRACTOR shall provide the services as outlined in the Scope of Work outlined in **Exhibit "A"**. All required work under this Agreement shall be completed according to date listed

in Article 1.01 of this contract. Work is not completed until it has been fully inspected and approved by the City.

2.02 CONTRACTOR agrees that no charges or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

ARTICLE 3. COMPENSATION

3.01 CONTRACTOR shall be compensated in exchange for the services provided in **Exhibit "A"**.

3.02 CITY shall compensate CONTRACTOR a lump sum not to exceed Two Thousand Three Hundred Twenty Five and 00/100 (\$2325.00) Dollars upon the satisfactory completion and submittal of approved claims by Contractor of all services outlined in **Exhibit "A"**. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

- Defective work.
- Evidence indicating the probable filing of claims by other parties against CONTRACTOR which may adversely affect CITY.
- Failure of CONTRACTOR to make payments due to subcontractors, material suppliers or employees.
- Damage to CITY or a third party.

3.03 The submission of any request for payment shall be deemed a waiver and release by CONTRACTOR of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

3.04 CONTRACTOR shall maintain proper account records for the scope of all services of this Agreement and provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by CITY's representatives at reasonable business hours.

ARTICLE 4. RETAINAGE

(this section intentionally left blank)

ARTICLE 5. GENERAL PROVISIONS

5.01 CONTRACTOR agrees to indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by CONTRACTOR or any of its officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to CITY or has used in connection with this Agreement and regardless of whether or not it is caused in part by a party indemnified herein under. Such indemnity shall include attorney's fees and all costs and other expenses arising there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

5.02 Abandonment, Default and Termination.

5.02.01 Abandonment. CITY shall have the right to abandon the work contracted for in this Agreement without penalty. If CITY abandons the work described herein, CONTRACTOR shall deliver to CITY all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of CITY. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by CONTRACTOR under this Agreement and the work which CONTRACTOR was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by CITY and CONTRACTOR. The payment made to CONTRACTOR shall be paid as a final payment in full settlement of his services hereunder.

5.02.02 If CONTRACTOR defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, CITY may, after seven (7) days' written notice delivered to CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to CONTRACTOR. In the alternative, CITY, at its option, may terminate this Agreement and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by CONTRACTOR, and may finish the project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his surety, shall pay the difference to CITY.

5.02.03

Default: If CONTRACTOR breaches this Agreement or fails to perform the work in an acceptable manner, he shall be considered in default. Any one or more of the following will be considered a default:

- Failure to begin the work under this Agreement within the time specified.
- Failure to perform the work with sufficient supervision, workmen, equipment and materials to insure prompt completion of said work within the time limits allowed.
- Unsuitable performance of the work as determined by the Assistant Director-Engineering or his representative.
- Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
- Discontinuing the prosecution of the work or any part of it.
- Inability to finance the work adequately.
- If, for any other reason, CONTRACTOR breaches this Agreement or fails to carry on the work in an acceptable manner.

5.02.04

CITY shall send CONTRACTOR a written notice of default. If CONTRACTOR, or his Surety, within a period of ten (10) days after such notice, fails to remedy the default, then CITY shall have full power and authority, without violation of the Contract, to take the prosecution of the work out of the hands of said CONTRACTOR, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may, at its option, turn the work over to the Surety, or enter into an agreement with another Contractor for the completion of the Agreement according to the terms and provisions thereof, or CITY may use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner.

5.02.05

All cost of completing the work under the Contract shall be deducted from the monies due or which may become due to said CONTRACTOR. In case the expenses so incurred by CITY shall be less than the sum which would have been payable under the Contract if it had been completed by said CONTRACTOR, CONTRACTOR shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Contract, CONTRACTOR and his Surety will be liable and shall pay to CITY the amount of said excess. By taking over the prosecution of the work, CITY does not forfeit the right to recover damages from CONTRACTOR or his Surety for his failure to complete the work in the time specified.

5.02.06 Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of the Agreement by CITY are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, then CITY shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding in which instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void.

5.02.07 CITY agrees that it will make its best effort to obtain sufficient funds, including but not limited to, including in its budget for each fiscal period during the term hereof a request for sufficient funds to meet its obligations hereunder in full.

5.03 Successors and Assigns.

5.03.01 Both parties agree that, for the purpose of this Agreement, CONTRACTOR shall be an Independent Contractor and not an employee of CITY.

5.03.02 No portion of this Agreement shall be sublet, assigned, transferred or otherwise disposed of by CONTRACTOR except with the written consent of CITY being first obtained. Consent to sublet, assign, transfer, or otherwise dispose of any portion of this Agreement shall not be construed to relieve CONTRACTOR of any responsibility of the fulfillment of this Agreement.

5.04 Extent of Agreement: Integration.

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

5.04.02 Discrepancy between documents. **(this section intentionally left blank)**

5.05 Insurance.

5.05.01 CONTRACTOR shall, as a prerequisite to this Agreement, purchase and/or maintain such insurance as will protect him from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Coverage

Limits

A.	Worker's Compensation & Disability	Statutory Requirements
B.	Employer's Liability Bodily Injury by Accident Bodily Injury by Disease Bodily Injury by Disease	\$100,000 each accident \$500,000 policy limit \$100,000 each employee
C.	Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations) Products/Completed Operation Personal & Advertising Injury Limit Each Occurrence Limit Fire Damage (any one fire)	\$1,000,000 per occurrence and \$2,000,000 in the aggregate \$1,000,000 \$1,000,000 \$1,000,000 \$50,000
D.	Comprehensive Auto Liability (single limit, owned, hired and non-owned) Bodily injury and property damage.	\$1,000,000 each accident
E.	Umbrella Excess Liability The Deductible on the Umbrella Liability shall not be more than	\$5,000,000 each occurrence and aggregate \$10,000

5.05.02

CONTRACTOR'S comprehensive general liability insurance shall also provide coverage for the following:

- Premises and operations;
- Contractual liability insurance as applicable to any hold-harmless agreements;
- Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and

CONTRACTOR shall continue to provide evidence of such coverage to CITY on an annual basis during the aforementioned period;

- Broad form property damage - including completed operations;
- Fellow employee claims under Personal Injury; and
- Independent Contractors.

5.05.03 With the prior written approval of CITY, CONTRACTOR may substitute different types or amounts of coverage for those specified as long as the total amount of required protection is not reduced.

5.05.04 Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with CITY prior to commencement of work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least sixty (60) days' prior written notice has been received by CITY. The CITY shall be named as an additional insured on the Commercial General Liability, Automobile Liability, and Umbrella Excess Liability policies. The CONTRACTOR shall agree to a waiver of subrogation on its Worker's Compensation policy.

5.06 Necessary Documentation. CONTRACTOR certifies that it will furnish CITY any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Bloomington, the State of Indiana and the United States. CONTRACTOR further certifies that it is now and will maintain in good standing with such governmental agencies and that it will keep its license, permit registration, authorization or certification in force during the term of this Agreement.

5.07 Applicable Laws. CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5.08 Non-Discrimination.

5.08.01 CONTRACTOR and subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, training, conditions or privileges of employment, because of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran

status, or housing status. Breach of this covenant may be regarded as a material breach of the Agreement.

5.08.02

CONTRACTOR certifies for itself and all its subcontractors compliance with existing laws of the City of Bloomington, the State of Indiana and the United States regarding:

Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, housing status, or any other legally protected classification;

The utilization of Minority and Women Business Enterprises. CONTRACTOR further certifies that it:

- a. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.
- b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

5.08.03

FURTHER, PURSUANT TO INDIANA CODE 5-16-6-1, CONTRACTOR AGREES:

- A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.
- B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.
- C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated

against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.

- D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

5.09 Workmanship and Quality of Materials.

5.09.01 CONTRACTOR shall guarantee the work for a period of one (1) year from the date of substantial completion. Failure of any portion of the work within one (1) year due to improper construction, materials of construction, or design may result in a refund to CITY of the purchase price of that portion which failed or may result in the forfeiture of CONTRACTOR'S Performance Bond.

5.09.02 OR EQUAL: Wherever in any of the Agreement Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the ENGINEER. The approval by the ENGINEER of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the ENGINEER.

5.09.03 CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the Director of Utilities and are not subject to arbitration.

5.10 Safety.

5.10.01 Contractor shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. Contractor shall

ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

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

5.11 **Amendments/Changes.**

5.11.01 Except as provided in Paragraph 5.11.02, this Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.

5.11.02 Without invalidating the Agreement and without notice to any surety, CITY may, at any time or from time to time, order, in writing, additions, deletions, or revisions in the work. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the work involved, which will be performed under the applicable conditions of the Agreement Documents.

5.11.03 If CONTRACTOR believes that any direction of CITY under paragraph 5.11.02, or any other event or condition, will result in an increase in the Contract time or price, he shall file written notice with CITY no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.

5.11.04 CONTRACTOR shall carry on the work and adhere to the progress schedule during all disputes or disagreements with CITY. No work shall be delayed or postponed pending resolution of any dispute or disagreement except as CONTRACTOR and CITY may otherwise agree in writing.

5.12 **Performance Bond and Payment Bond.**

For contracts in excess of \$100,000

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

5.13 **Payment of Subcontractors.** CONTRACTOR shall pay all subcontractors, laborers, material suppliers and those performing services to CONTRACTOR on the project under this Agreement. CITY may, as a condition precedent to any payment hereunder, require CONTRACTOR to submit satisfactory evidence of payments of any and all claims of subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR. Upon receipt of a lawful claim, CITY shall withhold money due to CONTRACTOR in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR.

5.14 Written Notice. Written notice shall be considered as served when delivered in person or sent by mail to the individual, firm, or corporation, or to the last business address of such known to CONTRACTOR who serves the Notice. Notice shall be sent as follows:

TO CITY:

TO CONTRACTOR:

City of Bloomington, Utilities	Alexander Electric, Inc.
Attn: Vic Kelson	Attn: Michael Alexander
600 E. Miller Dr.	5970 West State Road 48
Bloomington, IN 47401	Bloomington, IN 47404

5.15 Severability and Waiver. In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement.

5.16 Notice to Proceed. (this section intentionally left blank)

5.17 Steel or Foundry Products

5.17.01 To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should CITY feel that the cost of domestic steel or foundry products is unreasonable; CITY will notify CONTRACTOR in writing of this fact.

5.17.02 Domestic Steel products are defined as follows: "Products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by open hearth, basic oxygen, electric furnace, Bessemer or other steel making process."

5.17.03 Domestic Foundry products are defined as follows: "Products cast from ferrous and nonferrous metals by foundries in the United States."

5.17.04 The United States is defined to include all territory subject to the jurisdiction of the United States.

5.17.05 CITY may not authorize or make any payment to CONTRACTOR unless CITY is satisfied that CONTRACTOR has fully complied with this provision.

5.18 Verification of Employees' Immigration Status.

Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as **Exhibit "B"**, affirming that Contractor does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

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

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

5.19 Non-Collusion.

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

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

CITY OF BLOOMINGTON:

BY:

Vic Kelson 12/28/2017
Vic Kelson, Director Dated:
City of Bloomington Utilities

Phillip Hamilton 1-3-18
John Hamilton, Mayor Dated:
City of Bloomington

ALEXANDER ELECTRIC, INC.

BY:

Michael Alexander Dated:
Alexander Electric, Inc.

Samuel K. Frank, President Date
Utilities Service Board

CITY OF BLOOMINGTON
Legal Department
Reviewed By: *Christopher White*
DATE: 1-2-2018

CITY OF BLOOMINGTON
Controller
Reviewed by: _____
DATE: _____
FUND/ACCT: _____

EXHIBIT A

SCOPE OF SERVICES

Please See Attached Proposal Dated December 5, 2017, with product specifications sheet

Alexander Electric, Inc.

5970 West State Road 48 ** Bloomington, IN 47404

(812) 332-9408 office ** (812) 332-6967 fax

Family owned and operated. Serving Bloomington and beyond for over 50 years.

December 5, 2017

To: City of Bloomington Utilities
Attn: Kevin Mc Knight
RE: Led Retrofit

~~~~~ PROPOSAL ~~~~~

We will furnish all material, labor and equipment necessary for a complete electrical installation per our discussion and site visit.

We propose the following;

- Furnish and install (15) LED-8039E30-A 18 Watt lamp by Light Efficient Design for the existing wall packs
- Furnish and install (4) LED-8038E57-A 14 Watt lamp by Light Efficient Design for the existing 8" recess can lights
- We will disconnect existing ballasts but not remove them
- We will clean existing fixtures of smoke and bugs

4000K bulbs only
~~8000K~~

Price does not include Indiana Sales Tax

Total Bid \$2,325.00

sent email asking to clarify
spec as they mentioned 100W
bulb but sent spec for 70W

Signature: Michael R. Alexander

Michael R. Alexander, President

All work is insured and guaranteed and will be performed according to the NEC and all local codes. Any alteration or deviation from the above specifications will be executed on a time and materials basis or a bid basis, to be determined at that time. Price is figured at today's current copper wire prices. Any fluctuation in copper wire pricing to be adjusted at time of contract issuance. This proposal is good for 30 days from date of submission with the exception of copper wiring pricing as stated. Thank you for the opportunity to submit this bid.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. I authorize Alexander Electric, Inc. to proceed with the work as specified. Upon completion of project, payment is due within 20 days of invoice. All unpaid balances are subject to interest, collection costs, and/or legal action including lien.

Signed: [Signature]

Date: 29 Dec 2017

LED-8039E 18W Bollard / Post Top Retrofit



Models

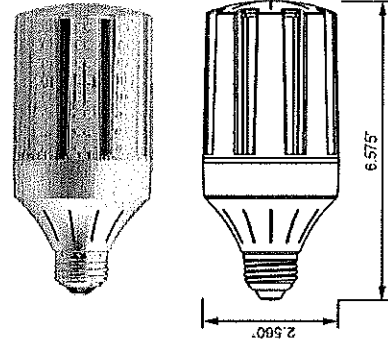
LED-8039EXX-A, 120-277VAC, cULus, 3000K, 4000K & 5700K CCT
 LED-8039XXC-A, 347VAC, cUL, 3000K, 4000K or 5700K CCT

Description

Light Efficient Design's Post Top/Bollard retrofits replace HID lamps up to 100W HID. Advanced Active Cooling technology improves thermal performance and delivers the highest light output along with longer LED and driver life versus lamps limited to passive cooling without temperature control. All models are tested by UL under 1598C that insures that retrofitted fixture retains safety certification as well as approved by UL for enclosed fixtures.

Features

- 18W LED Replaces 100W MH or HPS HID Lamps
- Up to 3,000 lumen output and 140 LPW efficacy
- Available in E26 Edison screw base
- UL approved for damp environments and enclosed fixtures
- Passive cooling with active temperature control
- Integrated 6kA surge
- 50,000 hour rated LED life (supported by LM80 and ISTMT reports (see website))
- 5 Year Limited Warranty - see website for details
- Impact/dust resistant housing



TECHNICAL SPECIFICATIONS - USA 120-277V - ALL MODELS cULus

MODEL	VOLTAGE	WATTAGE	LUMENS*	LPW*	REPLACES	BASE	CCT	CRI*	THD*	PF*	R9*	Duv*	LIGHT DISTRIBUTION	DIMMABLE
LED-8039E30-A	120-277V	18W	2758	142	Up to 100W HID	E26 Edison	3000K	81.4	0.118	0.968	3	0.0003	Omni-directional / 360°	No
LED-8039E40-A			2983	148			4000K	81.8	0.1126	0.9711	5	0.0005		
LED-8039E57-A			2465	146			5700K	82.2	0.1172	0.9774	9	0.0023		

TECHNICAL SPECIFICATIONS - CANADA 347V - ALL MODELS cUL

MODEL	VOLTAGE	WATTAGE	LUMENS*	LPW*	REPLACES	BASE	CCT	CRI*	THD*	PF*	R9*	Duv*	LIGHT DISTRIBUTION	DIMMABLE
LED-8039E30C-A	347V	18W	2919	142	Up to 100W HID	E26 Edison	3000K	81.4	0.1444	0.9512	3	0.0003	Omni-directional / 360°	No
LED-8039E40C-A			3053	149			4000K	81.9	0.1454	0.9499	6	0.0005		
LED-8039E57C-A			2695	148			5700K	82	0.1438	0.9428	5	0.0041		

PACKAGING SPECIFICATIONS

MODEL	PRODUCT DIMENSION	PRODUCT WEIGHT	UNIT CARTON DIMENSION	UNIT CTN WT	SHIPPER CARTON DIMENSION	SHIPPER CTN WT	CARTON QUANTITY
LED-8039E	6.1 X 2.6 in.	0.57 Lbs	4.3 X 4.3 X 7.9 in.	0.792 lbs.	13.7 X 13.7 X 8.5 in.	8.074 Lbs	9

UPC / UCC

DESIGN LIGHTS CONSORTIUM QPL CERTIFICATION SUMMARY (E39 MODELS ONLY)

MODEL	PRODUCT UPC	CARTON UCC	QPL CATEGORY 1	PRODUCT CODE	FAMILY CODE	QPL CATEGORY 2	PRODUCT CODE	FAMILY CODE
LED-8039E30-A	8440060 8049 5	10 8440060 8049 2	N/A	N/A	N/A	N/A	N/A	N/A
LED-8039E40-A	8440060 8064 8	10 8440060 8064 5	N/A	N/A	N/A	N/A	N/A	N/A
LED-8039E57-A	8440060 8048 8	10 8440060 8048 5	N/A	N/A	N/A	N/A	N/A	N/A
LED-8039E30C-A	8440060 8255 0	10 8440060 8255 7	N/A	N/A	N/A	N/A	N/A	N/A
LED-8039E40C-A	8440060 8256 7	10 8440060 8256 4	N/A	N/A	N/A	N/A	N/A	N/A
LED-8039E57C-A	8440060 8257 4	10 8440060 8257 1	N/A	N/A	N/A	N/A	N/A	N/A

ENERGY SAVING vs. HID

ZONAL LUMENS/ LUX DISTANCE DATA (see LM79 for more information)

Mounting Orientation

LED Lamp Power (watts)	18	Zonal Lumen Summary			Lumens Per Zone:						Mounting Orientation		
		Zone	Lumens	% Luminaire	Zone	Lumens	% Total	Zone	Lumens	% Total	BASE DOWN	BASE UP	HORIZONTAL
HID Lamp Power (watts)	100	0-30	110.1	4.9%	0-10	9.2	0.4%	90-100	235.4	10.5%			
		0-40	221.0	9.9%	10-20	33.0	1.5%	100-110	219.4	9.8%			
HID Ballast Power (watts)	15	0-60	570.7	25.4%	20-30	67.9	3.0%	110-120	188.6	8.4%	APPROVED	APPROVED	APPROVED
		60-90	692.4	30.9%	30-40	110.9	4.9%	120-130	148.3	6.6%	Recommended Minimum Fixture Size	THERMAL SPECIFICATIONS	
Total power Savings (watts)	97	70-100	707.7	31.5%	40-50	156.0	7.0%	130-140	102.1	4.6%		Width	OPERATING TEMPERATURE
		90-120	643.3	28.7%	50-60	193.7	8.6%	140-150	57.5	2.6%	Height		-40°F to +122°F
Annual Energy Savings	\$ 55	0-90	1,263.1	56.3%	60-70	220.0	9.8%	150-160	23.9	1.1%		Volume (Cu. In.)	IN-SITU TEMP MEASUREMENT/L70
		90-180	980.3	43.7%	70-80	234.1	10.4%	160-170	5.1	0.2%	317.988		LED TEMPERATURE*
Lifetime Energy Savings over 50,000 hrs)	\$ 534	0-180	2,243.4	100%	80-90	238.3	10.6%	170-180	0.1	0%		L70 LED LUMEN MAINTAINANCE*	
												* FROM ISTMT REPORT AT 77°F	

EXHIBIT B

AFFIDAVIT REGARDING E-VERIFY

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

1. The undersigned is the _____ of _____.
(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.

Signature

Printed name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____
_____ and acknowledged the execution of the foregoing this _____ day of
_____, 2018.

My Commission Expires: _____
County of Residence: _____

Notary Public

Name Printed

EXHIBIT C

AFFIDAVIT REGARDING NON-COLLUSION

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2018.

Signature

Printed name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____
_____ and acknowledged the execution of the foregoing this _____ day of
_____, 2017.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed



MEMORANDUM

TO: Chris Wheeler
FROM: Cindy Shaw
DATE: 12/27/2017
RE: Installation of (2) hanging heaters @ Monroe WTP

Funding Source: 009-61-900008-U62146

Total Dollar Amount of Contract: \$13,334.92

Expiration Date of Contract: 1/31/2018

Department Head Initials of Approval: *VAK*

Due Date For Signature: 1/4/2018

Record Destruction Date (Legal Dept to fill in):

CONTRACT TRACKING: 18-004

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: Installation of (2) two new hanging electric heaters to existing wall brackets, including disconnecting and reconnecting electric service, start-up, verifying all equipment and connections are sound and operational, and clean-up of job when work is completed.

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
UTILITIES DEPARTMENT
AND
COMMERCIAL SERVICE HEATING, COOLING, AND PLUMBING

CONTRACT FOR HVAC INSTALLATION**

THIS AGREEMENT, is executed by and between the City of Bloomington, Indiana, Utilities Department through the Utilities Service Board (hereinafter referred to as the "CITY"), - Commercial Service Heating, Cooling, and Plumbing, a for profit corporation duly incorporated in the State of Indiana with its principal place of business located 1833 South Curry Pike, Bloomington, Indiana 47402, (hereinafter referred to as the "CONTRACTOR");

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR for HVAC services for the installation of certain hanging heaters including electrical connections at the City's Monroe Water Treatment facility, all of which is more particularly described in **Exhibit "A"**, which is attached hereto and incorporated herein; and

WHEREAS, CONTRACTOR is capable of performing the requested work as per his/her Quote; and

WHEREAS, in accordance with *Indiana Code 5-16-13 et seq.*, incorporated herein by reference, Contractor is a Tier 1 or General Contractor for this project; and

WHEREAS, CONTRACTOR was determined to be the lowest responsible and responsive Quoter for said project.

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

ARTICLE 1. EFFECTIVE DATE AND TERM

1.01 The effective date of this agreement shall be the date last entered in the signature blocks below and shall be completed by the 31 day of January, 2018.

ARTICLE 2. SERVICES

2.01 CONTRACTOR shall provide the services as outlined in the Scope of Work outlined in **Exhibit "A"**. All required work under this Agreement shall be completed according to date listed

in Article 1.01 of this contract. Work is not completed until it has been fully inspected and approved by the City.

2.02 CONTRACTOR agrees that no charges or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

ARTICLE 3. COMPENSATION

3.01 CONTRACTOR shall be compensated in exchange for the services provided in **Exhibit "A"**.

3.02 CITY shall compensate CONTRACTOR a lump sum not to exceed Thirteen Thousand Three Hundred Thirty Four and 92/100 (\$13,334.92) Dollars upon the satisfactory completion and submittal of approved claims by Contractor of all services outlined in **Exhibit "A"**. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

- Defective work.
- Evidence indicating the probable filing of claims by other parties against CONTRACTOR which may adversely affect CITY.
- Failure of CONTRACTOR to make payments due to subcontractors, material suppliers or employees.
- Damage to CITY or a third party.

3.03 The submission of any request for payment shall be deemed a waiver and release by CONTRACTOR of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

3.04 CONTRACTOR shall maintain proper account records for the scope of all services of this Agreement and provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by CITY's representatives at reasonable business hours.

ARTICLE 4. RETAINAGE

(this section intentionally left blank)

ARTICLE 5. GENERAL PROVISIONS

5.01 CONTRACTOR agrees to indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by CONTRACTOR or any of its officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to CITY or has used in connection with this Agreement and regardless of whether or not it is caused in part by a party indemnified herein under. Such indemnity shall include attorney's fees and all costs and other expenses arising there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

5.02 Abandonment, Default and Termination.

5.02.01 **Abandonment.** CITY shall have the right to abandon the work contracted for in this Agreement without penalty. If CITY abandons the work described herein, CONTRACTOR shall deliver to CITY all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of CITY. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by CONTRACTOR under this Agreement and the work which CONTRACTOR was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by CITY and CONTRACTOR. The payment made to CONTRACTOR shall be paid as a final payment in full settlement of his services hereunder.

5.02.02 If CONTRACTOR defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, CITY may, after seven (7) days' written notice delivered to CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to CONTRACTOR. In the alternative, CITY, at its option, may terminate this Agreement and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by CONTRACTOR, and may finish the project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his surety, shall pay the difference to CITY.

5.02.03 **Default:** If CONTRACTOR breaches this Agreement or fails to perform the work in an acceptable manner, he shall be considered in default. Any one or more of the following will be considered a default:

- Failure to begin the work under this Agreement within the time specified.
- Failure to perform the work with sufficient supervision, workmen, equipment and materials to insure prompt completion of said work within the time limits allowed.
- Unsuitable performance of the work as determined by the Assistant Director-Engineering or his representative.
- Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
- Discontinuing the prosecution of the work or any part of it.
- Inability to finance the work adequately.
- If, for any other reason, CONTRACTOR breaches this Agreement or fails to carry on the work in an acceptable manner.

5.02.04 CITY shall send CONTRACTOR a written notice of default. If CONTRACTOR, or his Surety, within a period of ten (10) days after such notice, fails to remedy the default, then CITY shall have full power and authority, without violation of the Contract, to take the prosecution of the work out of the hands of said CONTRACTOR, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may, at its option, turn the work over to the Surety, or enter into an agreement with another Contractor for the completion of the Agreement according to the terms and provisions thereof, or CITY may use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner.

5.02.05 All cost of completing the work under the Contract shall be deducted from the monies due or which may become due to said CONTRACTOR. In case the expenses so incurred by CITY shall be less than the sum which would have been payable under the Contract if it had been completed by said CONTRACTOR, CONTRACTOR shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Contract, CONTRACTOR and his Surety will be liable and shall pay to CITY the amount of said excess. By taking over the prosecution of the work, CITY does not forfeit the right to recover damages from CONTRACTOR or his Surety for his failure to complete the work in the time specified.

5.02.06 Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of the Agreement by CITY are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, then CITY shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding in which instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void.

5.02.07 CITY agrees that it will make its best effort to obtain sufficient funds, including but not limited to, including in its budget for each fiscal period during the term hereof a request for sufficient funds to meet its obligations hereunder in full.

5.03 Successors and Assigns.

5.03.01 Both parties agree that, for the purpose of this Agreement, CONTRACTOR shall be an Independent Contractor and not an employee of CITY.

5.03.02 No portion of this Agreement shall be sublet, assigned, transferred or otherwise disposed of by CONTRACTOR except with the written consent of CITY being first obtained. Consent to sublet, assign, transfer, or otherwise dispose of any portion of this Agreement shall not be construed to relieve CONTRACTOR of any responsibility of the fulfillment of this Agreement.

5.04 Extent of Agreement: Integration.

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

5.04.02 Discrepancy between documents. **(this section intentionally left blank)**

5.05 Insurance.

5.05.01 CONTRACTOR shall, as a prerequisite to this Agreement, purchase and/or maintain such insurance as will protect him from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Coverage

Limits

A.	Worker's Compensation & Disability	Statutory Requirements
B.	Employer's Liability Bodily Injury by Accident Bodily Injury by Disease Bodily Injury by Disease	\$100,000 each accident \$500,000 policy limit \$100,000 each employee
C.	Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	\$1,000,000 per occurrence and \$2,000,000 in the aggregate
	Products/Completed Operation	\$1,000,000
	Personal & Advertising Injury Limit	\$1,000,000
	Each Occurrence Limit	\$1,000,000
	Fire Damage (any one fire)	\$50,000
D.	Comprehensive Auto Liability (single limit, owned, hired and non-owned) Bodily injury and property damage.	\$1,000,000 each accident
E.	Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate
	The Deductible on the Umbrella Liability shall not be more than	\$10,000

5.05.02 CONTRACTOR'S comprehensive general liability insurance shall also provide coverage for the following:

- Premises and operations;
- Contractual liability insurance as applicable to any hold-harmless agreements;
- Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and

CONTRACTOR shall continue to provide evidence of such coverage to CITY on an annual basis during the aforementioned period;

- Broad form property damage - including completed operations;
- Fellow employee claims under Personal Injury; and
- Independent Contractors.

5.05.03 With the prior written approval of CITY, CONTRACTOR may substitute different types or amounts of coverage for those specified as long as the total amount of required protection is not reduced.

5.05.04 Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with CITY prior to commencement of work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least sixty (60) days' prior written notice has been received by CITY. The CITY shall be named as an additional insured on the Commercial General Liability, Automobile Liability, and Umbrella Excess Liability policies. The CONTRACTOR shall agree to a waiver of subrogation on its Worker's Compensation policy.

5.06 Necessary Documentation. CONTRACTOR certifies that it will furnish CITY any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Bloomington, the State of Indiana and the United States. CONTRACTOR further certifies that it is now and will maintain in good standing with such governmental agencies and that it will keep its license, permit registration, authorization or certification in force during the term of this Agreement.

5.07 Applicable Laws. CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5.08 Non-Discrimination.

5.08.01 CONTRACTOR and subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, training, conditions or privileges of employment, because of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran

status, or housing status. Breach of this covenant may be regarded as a material breach of the Agreement.

5.08.02

CONTRACTOR certifies for itself and all its subcontractors compliance with existing laws of the City of Bloomington, the State of Indiana and the United States regarding:

Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, housing status, or any other legally protected classification;

The utilization of Minority and Women Business Enterprises. CONTRACTOR further certifies that it:

- a. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.
- b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

5.08.03

FURTHER, PURSUANT TO INDIANA CODE 5-16-6-1, CONTRACTOR AGREES:

- A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.
- B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.
- C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated

against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.

- D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

5.09 Workmanship and Quality of Materials.

5.09.01 CONTRACTOR shall guarantee the work for a period of one (1) year from the date of substantial completion. Failure of any portion of the work within one (1) year due to improper construction, materials of construction, or design may result in a refund to CITY of the purchase price of that portion which failed or may result in the forfeiture of CONTRACTOR's Performance Bond.

5.09.02 OR EQUAL: Wherever in any of the Agreement Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the ENGINEER. The approval by the ENGINEER of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the ENGINEER.

5.09.03 CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the Director of Utilities and are not subject to arbitration.

5.10 Safety.

5.10.01 Contractor shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. Contractor shall

ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

5.10.02 Trench Safety. (this section intentionally left blank)

5.11 **Amendments/Changes.**

5.11.01 Except as provided in Paragraph 5.11.02, this Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.

5.11.02 Without invalidating the Agreement and without notice to any surety, CITY may, at any time or from time to time, order, in writing, additions, deletions, or revisions in the work. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the work involved, which will be performed under the applicable conditions of the Agreement Documents.

5.11.03 If CONTRACTOR believes that any direction of CITY under paragraph 5.11.02, or any other event or condition, will result in an increase in the Contract time or price, he shall file written notice with CITY no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.

5.11.04 CONTRACTOR shall carry on the work and adhere to the progress schedule during all disputes or disagreements with CITY. No work shall be delayed or postponed pending resolution of any dispute or disagreement except as CONTRACTOR and CITY may otherwise agree in writing.

5.12 **Performance Bond and Payment Bond.**

For contracts in excess of \$100,000

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

5.13 **Payment of Subcontractors.** CONTRACTOR shall pay all subcontractors, laborers, material suppliers and those performing services to CONTRACTOR on the project under this Agreement. CITY may, as a condition precedent to any payment hereunder, require CONTRACTOR to submit satisfactory evidence of payments of any and all claims of subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR. Upon receipt of a lawful claim, CITY shall withhold money due to CONTRACTOR in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR.

5.14 Written Notice. Written notice shall be considered as served when delivered in person or sent by mail to the individual, firm, or corporation, or to the last business address of such known to CONTRACTOR who serves the Notice. Notice shall be sent as follows:

TO CITY:

TO CONTRACTOR:

City of Bloomington, Utilities	Commercial Service Heating, Cooling, and Plumbing
Attn: John Langley	Attn: Dave Sonneborn
600 E. Miller Dr.	1833 South Curry Pike; P.O. Box 91
Bloomington, IN 47401	Bloomington, IN 47402

5.15 Severability and Waiver. In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement.

5.16 Notice to Proceed. (this section intentionally left blank)

5.17 Steel or Foundry Products

5.17.01 To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should CITY feel that the cost of domestic steel or foundry products is unreasonable; CITY will notify CONTRACTOR in writing of this fact.

5.17.02 Domestic Steel products are defined as follows: "Products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by open hearth, basic oxygen, electric furnace, Bessemer or other steel making process."

5.17.03 Domestic Foundry products are defined as follows: "Products cast from ferrous and nonferrous metals by foundries in the United States."

5.17.04 The United States is defined to include all territory subject to the jurisdiction of the United States.

5.17.05 CITY may not authorize or make any payment to CONTRACTOR unless CITY is satisfied that CONTRACTOR has fully complied with this provision.

5.18 Verification of Employees' Immigration Status.

Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as **Exhibit "B"**, affirming that Contractor does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

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

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

5.19 Non-Collusion.

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

EXHIBIT A

SCOPE OF SERVICES

Please see Attached November 29, 2017 Quote

Commercial Service

Heating, Cooling, and Plumbing

Trusted
Since
1946

LIC #CO89100209

R & S
PLUMBING

November 29, 2017

Bloomington Water Treatment Plant
7470 S. Shields Ridge Rd.
Bloomington, IN. 47401

To: Kim Alexander
From: Dave Sonneborn
Subject: Replacement of Two (2) Hanging Heaters

Included in this Quote:

- Disconnecting the current electric supply from both of the hanging heaters.
- Mounting new heaters to existing wall brackets.
- Reconnecting existing electrical service.
- Startup of newly installed units.
- Verifying the proper operation of all equipment installed.
- Cleaning of job site and removing any existing material, equipment or debris created by the scope of work described above.

The Total Labor, Materials and Tax

\$13,334.92

Please Note:

- The quoted units are designed for a “wash down environment” and are manufactured to operate in high humidity applications.

Not Included:

- Any changes to existing electrical service.
- Fire suppression of any kind.

Dave Sonneborn
Proposed –CSB Representative

11/29/17
date

Accepted –Customer/Customer Representative

date

EXHIBIT C

AFFIDAVIT REGARDING NON-COLLUSION

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2018.

Signature

Printed name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____
_____ and acknowledged the execution of the foregoing this _____ day of
_____, 2017.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

FIRST AMENDMENT TO CONTRACT FOR SALE OF WATER

THIS FIRST AMENDMENT TO CONTRACT FOR SALE OF WATER, entered into this _____ day of _____, 2018, by and between the City of Bloomington Utilities Department by its Utilities Service Board (Hereinafter referred to as "Utilities") and the Town of Nashville, Brown County, Indiana Planning and Transportation Department (Hereinafter referred to as "Town"), **WITNESSETH:**

WHEREAS, the parties entered into a Contract For Sale of Water on the 12th Day of December, 1994 wherein Utilities agreed to supply a specified amount of water to the Town in exchange for compensation pursuant to duly adopted ordinance of the City of Bloomington, Indiana; and

WHEREAS, the parties acknowledge that the Contract For Sale of Water on the 12th Day of December, 1994, and as Amended herein, shall be pledged by Town to Rural Development as security of a loan by and between Town and Rural Development for the life of this Contract For Sale of Water; and

WHEREAS, the parties wish to extend the term of the Contract For Sale of Water through to and including December 12, 2057.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. AMENDMENT TO PARAGRAPH 9 OF THE CONTRACT FOR SALE OF WATER:

Paragraph 9 of the Contract for Sale of Water shall now read as follows:

(9) TERM OF CONTRACT This Contract shall extend for a term of Sixty Three (63) years from the date of approval of the Contract by the Utilities Service Board and the Town, and, thereafter, may be renewed for such term, or terms, as may be agreed upon by the Utilities and the Town.

II. REMAINDER OF CONTRACT FOR SALE OF WATER UNCHANGED

In all other respects, the Contract for Sale of Water shall remain in full force and effect as originally executed.

IN WITNESS WHEREOF, the Parties execute this contract as of the date first written above.

**UTILITIES SERVICE BOARD
OF BLOOMINGTON, INDIANA**

By:

Sam Frank, President
Utilities Service Board

Attest:

Vic Kelson, Director
Bloomington Utilities Department

TOWN OF NASHVILLE

By:

, Town Manager
Town of Nashville, Indiana

Attest:

, Town Clerk-Treasurer



MEMORANDUM

TO: Chris Wheeler
FROM: Brad Schroeder
DATE: December 21, 2017
RE: Greeley and Hansen contract for Dillman 20 yr facilities plan

Funding Source: 010-U13121

Total Dollar Amount of Contract: Not-to-exceed \$189,000.00

Expiration Date of Contract: December 31, 2018

Department Head Initials of Approval: *WAK*

Due Date For Signature: January 5, 2018

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

Legal Department Internal Tracking #: *18-006*

PREVIOUSLY REVIEWED BY & RETURN SIGNED CONTRACT TO THIS ATTORNEY:

Chris Wheeler

ATTORNEY IS TO RETURN SIGNED CONTRACT TO THIS DEPARTMENTAL EMPLOYEE:

BRAD Schroeder

Summary of Contract:

Engineering services to create a 20-year facilities plan of the Dillman Road Waste Water Treatment Plant (WWTP).

PROJECT NAME: Dillman Road WWTP 20 Year Facilities Plan

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 Greeley and Hansen LLC, (hereinafter referred to as "Engineer"),

WITNESSETH:

WHEREAS, the City wishes to have a 20-year facilities plan of the Dillman Road Waste Water Treatment Plant (WWTP).

WHEREAS, the City requires the services of professional engineering firm to perform the work necessary to complete the 20-year facilities plan;

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

WHEREAS, Engineer has unique knowledge and experience with regard to the City of Bloomington Utilities' wastewater treatment facilities and collection system and is willing and able to provide such Services to the City.

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

1. **Effective date.** The effective date for this contract is the date last entered in the signature blocks below.
2. **Term.** This contract shall expire on the 31st day of December, 2018.
3. **Agreement Price.** The overall cost to the City for all on call services provided herein by Engineer during the term of this agreement shall not exceed One Hundred Eighty Nine Thousand and Zero Hundredths (\$189,000.00) Dollars. No additional work shall be performed until and unless additional funding is approved by the City and an amendment to this Agreement reached by both parties herein under the same formality as this Agreement. No work shall be performed by Engineer under this Agreement without a written estimate of cost provided to and approved by the City.

4. **Scope of Services.** Engineer shall be “on call” and provide Services for the City on an as needed basis as set forth in **Exhibit “A”**, Scope of Services. **Exhibit “A”** is attached hereto and incorporated herein by reference as though fully set forth.

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 sufficient manner to meet 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-consultants, 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 Subconsultants 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, 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 Scope of Work in **Exhibit "A"**. Approval of Engineer's 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.** Engineer 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). Engineer shall sign an affidavit, attached as **Exhibit "C"**, affirming that Engineer 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.

Engineer and any subconsultants may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Engineer or subconsultant subsequently learns is an unauthorized alien. If the City obtains information that the Engineer or subconsultant employs or retains an employee who is an unauthorized alien, the City shall notify the Engineer or subconsultant of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Engineer or subconsultant verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Engineer or subconsultant did not knowingly employ an unauthorized alien. If the Engineer or subconsultant 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 Engineer. If the City terminates the contract, the Engineer or subconsultant is liable to the City for actual damages.

Engineer shall require any subconsultants performing work under this contract to certify to the Engineer that, at the time of certification, the subconsultant does not knowingly employ or contract with an unauthorized alien and the subconsultant has enrolled in and is participating in the E-Verify program. Engineer shall maintain on file all subconsultants' 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, P.O. Box 1216, Bloomington, IN
47402. Attn: Director’s Office

Engineer: Greeley and Hansen LLC, 100 S. Wacker Dr., Chicago, IL 60606
Attn: Andrew Martin

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.

This Agreement may be modified only by a written amendment signed by both parties hereto.

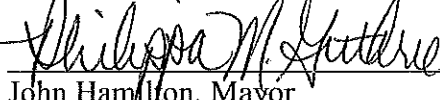
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date shown aside each signature below.

Owner

City of Bloomington Utilities
Utilities Service Board

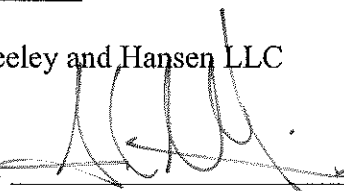
By: _____
Samuel K. Frank dated
President

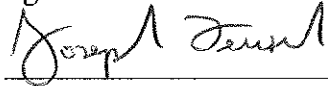
Attest: _____
Vic Kelson, Director dated
City of Bloomington Utilities


 1-3-18
John Hamilton, Mayor dated
City of Bloomington

Engineer

Greeley and Hansen LLC

By:  12-18-17
Andrew Martin dated
Managing Director Midwest

Attest:  12-19-17
Joseph Teusch dated
Indianapolis Office Director

CITY OF BLOOMINGTON
Legal Department
Reviewed By: 
DATE: 1-2-2018

CITY OF BLOOMINGTON
Controlier

Reviewed by: _____
DATE: 1-2-18
FUND/ACCT: 410 61111

EXHIBIT A

AGREEMENT FOR PROFESSIONAL SERVICES
between
CITY OF BLOOMINGTON UTILITIES
and
GREELEY AND HANSEN LLC

**DILLMAN ROAD WWTP
FACILITIES PLAN**

SCOPE OF SERVICES

Background

The Dillman Road Wastewater Treatment Plant (WWTP) has reached 90 percent of its 15 million gallon per day (mgd) National Pollutant Discharge Elimination System (NPDES) permitted capacity. Greeley and Hansen assisted the City of Bloomington Utilities (CBU) with a preliminary Phase 1 Study to estimate hydraulic and process capacity. The scope of engineering services is for Phase 2 which entails the preparation of a 20-year facilities plan for the Dillman Road WWTP.

The 20-year Facilities Plan is a proactive approach to long-term planning that includes life-cycle cost analysis for alternatives to assist CBU in making capital improvements that result in the highest return on investment. This process is consistent with CBU's vision to develop and implement plans and programs that are sustainable and result in more predictive and predictable rates. As an example, alternatives being evaluated include those that maximize capacity without increasing process footprint (high-rate effluent filtration), and waste activated sludge thickening for aerobic digestion.

The facilities plan will include the following:

- Assess condition and age of existing process equipment, electrical system, and instrumentation and control system to maintain resilient and reliable operation and compliance with NPDES permit
- Identify capacity improvements and/or process modifications and upgrades to efficiently and sustainably treat annual average flows of 20 mgd including an evaluation of alternatives for liquid and solids treatment
- Summarize future NPDES permit requirements
- Develop 20-year facilities plan including a prioritized capital improvement plan and implementation schedule

Task 1 – Equipment Condition Assessment

Perform a high-level (one day site visit) condition assessment of the process equipment; electrical equipment and power system; and instrumentation and control equipment and system. A field investigation will be performed with CBU to identify visible defects and known operational deficiencies without operating or testing the equipment. Project Manager, project engineer, electrical engineer and instrumentation engineer will attend site visit. A technical memo will be compiled that will contain visibly observed conditions, known operational issues, estimated remaining service life, criticality to the overall WWTP system to compare the estimated risk of failure for each component, and estimate of capital cost for replacement.

The condition assessment will include the following:

- Process Equipment
 - Influent screenings and pumps
 - Grit augers, elevators, classifier, and washer
 - Aeration fine pore diffusers
 - Process air blowers
 - Final clarifier sludge collecting mechanisms, waste activated sludge pumps and return activated sludge pumps
 - Aerobic digester coarse bubble diffusers, digested sludge pumps
 - Sludge dewatering and conveyance
 - Effluent filtration underdrains, large diameter valves (24 inches in diameter and larger) and backwash water pumps
 - Effluent disinfection chemical feed equipment and storage
- Electrical System
 - Motor control centers
 - Administration (A-MCC-1)
 - Pump Station (P-MCC-1,2)
 - Basin Complex (B-MCC-1, 2, 3, 4)
 - Filter (F-MCC-1)
 - Dewatering (D-MCC-1)
 - Transformers
 - Conduits
 - Lighting panels
 - Control panels
 - Variable frequency drives
- Instrumentation and Control System
 - Influent flow measurement and wet well level indication
 - Screenings pressure transducer
 - Process air flow control and flow measurement
 - Final clarifier sludge collectors, flocculating mixers, flow measurement
 - Aeration flow measurement
 - WAS/RAS flow measurement
 - Effluent filtration (level indication)
 - Effluent disinfection (ORP equipment)
 - Effluent flow measurement
 - Digested sludge flow measurement
 - PLC Network (Pump Station, East Basin, West Basin, Filter, Disinfection, and Dewatering)

The deliverable associated with this task will be included as a section of the Facilities Plan.

Task 2 – Population, Flow and Loading Projections

Review 20-year population projections provided by the City of Bloomington Utilities Department. Estimate the number of years a plant expansion to 20 mgd would provide based upon past flow trends. Summarize 20-year design flow and loadings.

The deliverable associated with this task will be included as a section of the Facilities Plan.

Task 3 – NPDES Permit Requirements

Engage the Indiana Department of Environmental Management (IDEM) to understand the potential changes in future NPDES permit requirements for the next 20 years. Request IDEM Permits Section perform a waste load allocation model for proposed future flows to determine effluent limitation impacts relative to conventional pollutants and nutrients. Summarize this information and use to assist in process selection and prioritization.

The deliverable associated with this task will be included as a section of the Facilities Plan.

Task 4 – Development of Alternatives

Identify up to two (2) alternatives for capacity improvements and/or process modifications and upgrades to efficiently treat annual average flows of 20 mgd.

20 mgd Design Flow

- Aeration (diffuser addition)
- Process air blowers
- Return activated sludge pumping
- Waste activated sludge pumping
- WAS thickening (retain aerobic digestion)
- Aerobic Digestion (diffuser evaluation)
- Effluent filtration (include high-rate filtration)
- Effluent disinfection (include UV disinfection)
- Electrical requirements
- I&C/SCADA requirements

This task includes a site visit and summary of three (3) facilities that have high-rate filtration (coarse mono-media). Preliminary facilities include: Indianapolis (Belmont and Southport AWT) and Anderson WWTP. Scope will include a site visit to Indianapolis Belmont and/or Southport AWT to discuss satisfaction of high-rate filtration with engineering/operations staff. The goal is to provide supporting documentation for high-rate filtration (>5 gpm/sf) to support its viability as an acceptable expansion alternative in lieu of new filter construction by IDEM Facility Construction Section.

The deliverable associated with this task will be a memorandum summarizing high-rate filtration (coarse mono-media). This information will also be included as a section of the Facilities Plan

Task 5 – Evaluation of Alternatives

Evaluate alternatives based upon:

- Basis of Design. Prepare a summary table containing recommended basis of design for 20 mgd.
- Capital Costs. Prepare conceptual-level opinions of construction cost for each alternative in accordance with the Association of Advancement for Cost Engineering Class 5 which has an accuracy of +/- 30 percent. Capital costs for new equipment will be obtained from equipment manufacturers.
- OM&R Costs. Prepare preliminary estimate of operation, maintenance and replacement costs.
- Present Worth. Compare the present worth of the alternatives to assist in the selection of the most cost-effective alternative.
- Selected Plan. Prepare overall site plan for recommended plan for 20 mgd plant.

The deliverable associated with this task will be included as a section of the Facilities Plan

Task 6 – Facilities Plan Report

Summarize the analysis and results of Tasks 1 through 5 above and prepare a 20-year prioritized list of capital improvements needed to increase capacity to 20 mgd, identify potential future NPDES permit requirements, and improvements to existing processes related to age and condition to maintain sustainable compliance. Revise draft Facilities Plan Report based upon CBU comments. Furnish five (5) paper copies and one (1) electronic file (pdf format) of the final Facilities Plan Report.

The deliverable associated with this task includes a 20-year Facilities Plan including prioritized capital improvement plan and implementation schedule.

Task 7 – Meetings

Prepare for and attend the following meetings:

- Kick-off meeting to review the scope, key tasks, deliverables, schedule and lines of communication.
- Progress meeting to discuss condition assessment results and to finalize development of process alternatives.
- Meeting with IDEM to gain acceptance with Facility Plan approach.
- Meeting with IDEM to discuss high-rate filtration using coarse mono-media to expand effluent filtration capacity without increasing process footprint.
- Progress meeting to discuss the evaluation of alternatives and confirm recommended alternatives.
- Progress meeting to discuss draft Facilities Plan Report.

Project Manager and Project Engineer will attend all meetings. Electrical and I&C Engineers will attend meeting to discuss condition assessment and alternatives.

The deliverable associated with this task includes preparing meeting agenda 3 business days in advance and meeting notes within 5 business days.

EXHIBIT B

AGREEMENT FOR PROFESSIONAL SERVICES

between

CITY OF BLOOMINGTON UTILITIES

and

GREELEY AND HANSEN LLC

LEVEL OF EFFORT

Task Description	Estimated Workhours						Totals
	Project Director	Project Manager	Engineer	Elect/I&C Engineer	Tech & Drafter	Word Processor	
1.0 Equipment Condition Assessment	0	20	60	120	24	0	224
2.0 Population, Flow and Loading Projections	0	4	16	0	0	0	20
3.0 NPDES Permit Requirements	4	30	50	0	0	0	84
4.0 Development of Alternatives	4	20	120	24	20	0	188
5.0 Evaluation of Alternatives	4	40	160	60	60	0	324
6.0 Facilities Plan Report	4	20	80	40	40	40	224
7.0 Meetings	<u>0</u>	<u>80</u>	<u>80</u>	<u>24</u>	<u>0</u>	<u>0</u>	<u>184</u>
TOTAL	16	214	566	268	144	40	1248

EXHIBIT B

AGREEMENT FOR PROFESSIONAL SERVICES

between

CITY OF BLOOMINGTON UTILITIES

and

GREELEY AND HANSEN LLC

ESTIMATED COMPENSATION

1. Direct Labor:	Workhours	Estimated Hourly Rate	Direct Labor Cost
a. Project Director	16	\$95	\$1,520
b. Project Manager	214	\$60	\$12,840
c. Engineers	566	\$40	\$22,640
d. MEPIC Engineers	268	\$60	\$16,080
e. Technicians & Drafters	144	\$35	\$5,040
f. Word Processors	<u>40</u>	\$15	<u>\$600</u>
Subtotal	1248		\$58,720
2. Greeley and Hansen Labor Costs with 3.2 Multiplier			\$187,904
3. Other Direct Costs			
a. Travel			\$846
b. Reproduction/Printing/Postage			<u>\$250</u>
			<u>\$1,096</u>
4. Total Compensation			\$189,000

EXHIBIT "B"

PRINCIPAL PERSONNEL

Engineer shall assign Joseph Teusch as Project Manager for each task requested by the Owner. Mr. Teusch shall be responsible for performance of the Services to be provided under this Agreement. The Project Manager shall not be changed by Engineer without the express written consent of the Owner.

05-71

EXHIBIT "C"

STATE OF INDIANA)
) SS:
COUNTY OF Monroe)

AFFIDAVIT REGARDING E-VERIFY

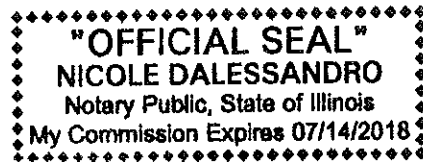
The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the Managing Director Midwest of Greeley and Hansen LLC.
(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.

[Signature]
Signature

Andrew J. Martin
Printed name

STATE OF ILLINOIS)
) SS:
COUNTY OF Cook)



Before me, a Notary Public in and for said County and State, personally appeared Andrew J. Martin
and acknowledged the execution of the foregoing this 19th day of
December, 2017.

My Commission Expires: 07/14/2018

County of Residence: Cook

[Signature]
Notary Public

Nicole Dalessandro
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 19TH day of DECEMBER, 2017.

Signature

Andrew J. Martin

Printed name

ILLINOIS
STATE OF INDIANA)
) SS:
COUNTY OF COOK)



Before me, a Notary Public in and for said County and State, personally appeared Andrew J. Martin and acknowledged the execution of the foregoing this 19th day of December, 2017.

My Commission Expires: 07/14/2018

County of Residence: COOK

Nicole Dalessandro
Notary Public

Nicole Dalessandro
Name Printed



MEMORANDUM

TO: Christopher Wheeler
FROM: Charles Winkle
DATE: December 28, 2017
RE: GIS Consulting Contract with SwovaTech, Inc. DBA Swova

Funding Source: 40% 009-U13121, 60% 010-U13121

Total Dollar Amount of Contract: \$15,940.00

Expiration Date of Contract: April 1, 2018

Department Head Initials of Approval: VK

Due Date For Signature: January 3, 2018

Record Destruction Date (Legal Dept to fill in): 4/1/2028

Legal Department Internal Tracking #: 18-001

PREVIOUSLY REVIEWED BY & RETURN SIGNED CONTRACT TO THIS ATTORNEY:

Christopher J. Wheeler

ATTORNEY IS TO RETURN SIGNED CONTRACT TO THIS

DEPARTMENTAL EMPLOYEE: Charles Winkle, GIS Coordinator, City of Bloomington Utilities

Summary of Contract: Contract is for SwovaTech, Inc. to conduct a GIS needs assessment for CBU. The deliverables are to be the results of the needs assessment and a project plan or "road map" that outlines the process for transitioning from CBU's current GIS system, Genamap, to an enterprise GIS system that runs on the Esri ArcGIS platform.

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT is entered into by and between the City of Bloomington Utilities Department (hereinafter referred to as "City"), and SwovaTech, Inc. DBA Swova, (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the City desires expert guidance in designing its new GIS, implementing best practices, conducting a GIS needs assessment and project plan (hereinafter referred to as "Services"); and

WHEREAS, the City requires the services of professional consulting firm to perform the work necessary to complete the needs assessment and project plan;

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

WHEREAS, Consultant is able and willing to provide such Services to the City.

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

1. **Effective date.** The effective date for this contract is the date last entered in the signature blocks below.
2. **Term.** This contract shall expire on the 1st day of April, 2018.
3. **Agreement Price.** The overall cost to the City for all Services provided herein by Consultant during the term of this agreement shall not exceed Fifteen Thousand Nine Hundred Forty and Zero Hundredths Dollars (\$15,940.00). No additional work shall be performed until and unless additional funding is approved by the City and an amendment to this Agreement reached by both parties herein under the same formality as this Agreement. No work shall be performed by Consultant under this Agreement without a written estimate of cost provided to and approved by the City.
4. **Scope of Services.** Consultant shall provide required Services for the City as set forth in **Exhibit "A"**, Scope of Services. **Exhibit "A"** is attached and incorporated by reference in this Agreement.

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

In the performance of Consultant's work, Consultant agrees to maintain such coordination with the City as may be requested and desirable.

Consultant agrees that any information or documents, including digital GIS information, supplied by the City shall be used by Consultant 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.** Consultant shall be responsible for completion of the Services in a professional manner. The City shall be the sole judge of the adequacy of Consultant's work but shall not unreasonably withhold its approval of the Services.
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 Consultant 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 Consultant 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 Consultant 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 Consultant. In that event, Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the City, and the City shall pay the Consultant 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 Consultant in connection with this Agreement shall become the property of the City, as set forth in Article 10 herein.
10. **Ownership of Documents and Intellectual Property.** All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the City as part of the Services shall become the property of the City. Consultant 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 Consultant.

11. Independent Contractor Status. During the entire term of this Agreement, Consultant 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.

12. Indemnification. Consultant 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 Consultant's negligent performance of Professional services under this Agreement and that of its sub-consultants or anyone for whom the Consultant is legally liable.

13. Insurance. During the performance of any and all Services under this Agreement, Consultant 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, 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.

Consultant shall provide evidence of each insurance policy to the City prior to the commencement of work under the Scope of Services in **Exhibit "A"**. Approval of Consultant's insurance by the City shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If Consultant 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.

14. **Conflict of Interest.** Consultant 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 Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.
15. **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.
16. **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.
17. **Assignment.** Neither the City nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Consultant 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.
18. **Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.
19. **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.
20. **Non-Discrimination.** Consultant 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.
21. **Verification of New Employees' Immigration Status.** Consultant 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). Consultant shall sign an affidavit, attached as **Exhibit "B"**, affirming that Consultant 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.

Consultant and any sub-consultants may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Consultant or sub-

consultant subsequently learns is an unauthorized alien. If the City obtains information that the Consultant or sub-consultant employs or retains an employee who is an unauthorized alien, the City shall notify the Consultant or sub-consultant of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Consultant or sub-consultant verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Consultant or sub-consultant did not knowingly employ an unauthorized alien. If the Consultant or sub-consultant 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 Consultant. If the City terminates the contract, the Consultant or sub-consultant is liable to the City for actual damages.

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

22. Non-Collusion. Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, 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. Consultant shall swear under oath, via signed affidavit, attached as **Exhibit "C"** and by this reference incorporated herein, that Consultant has not engaged in any collusive conduct.

23. Compliance with Laws. In performing the Services under this Agreement, Consultant 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, Consultant 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, Consultant 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.

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

City: City of Bloomington Utilities, P.O. Box 1216, Bloomington, IN
47402. Attn: Director's Office

Consultant: SwovaTech, Inc. DBA Swova, 418 Highland Ave., Ft. Mitchell, KY 41017
Attn: Angie Jennings

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

25. Intent to be Bound. The City and the Consultant 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.

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

This Agreement may be modified only by a written amendment signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date shown aside each signature below.

City

Consultant

City of Bloomington Utilities
Utilities Service Board

SwovaTech, Inc. DBA Swova

By: _____
Samuel K. Frank dated
President

By: _____
Angie Jennings dated
President

Attest: _____
Vic Kelson, Director dated
City of Bloomington Utilities

John Hamilton

John Hamilton, Mayor dated
City of Bloomington
1-3-18

CITY OF BLOOMINGTON
Legal Department
Reviewed By: _____
DATE: JAN 2 2018

CITY OF BLOOMINGTON
Controller
Reviewed by: _____
DATE: 1-2-18
FUND/ACCT: 009 010 6 001
1212

EXHIBIT "A"

SCOPE OF SERVICES

GIS Needs Assessment & Project Planning

The initial GIS Needs Assessment & Project Planning task will allow Consultant to gain a better understanding of what work needs to take place to complete the Enterprise GIS implementation and meet the needs of the City. The assessment will result in recommendations that will best serve the City's needs for completing their Enterprise GIS system implementation and application deployment, while following industry and technology best practices. Consultant will leverage existing information and documentation that has been gathered during previous assessments and conversion projects. Consultant will review the scripting capabilities in the existing Genamap solution that will need to be transitioned to ArcGIS and lay out a plan for this as well.

Task Includes:

1. Project Kick-off Meeting [1-hour online]
 - a. Identify key stakeholders to perform assessment
 - b. Identify and set date, time, and method for GIS assessment
 - c. Customer overview of the conversion process to date and current system that will be assessed
2. System review meetings [2 staff, optional onsite, 2 days]
 - a. Review existing systems and data repositories relevant to the Enterprise GIS
 - b. Review current operational standards and existing workflows (including Genamap Scripts)
 - c. Understand shared data management needs
3. Develop detailed work plan for completion of the City's Enterprise GIS implementation
 - a. Tasks to include a breakdown of what should be done by the City and by a consultant
 - b. Include recommendations on shared data management
 - c. Make recommendations for managing the use of concurrent-use licenses, named user levels, and permissions
4. Review meeting [1-hour online]
 - a. Review work plan with the City to gain acceptance on project scope
 - b.

Customer Responsibilities

- Designate a minimum of two (2) staff members to serve as primary and secondary contacts for the duration of the project.
- Provide access to all hardware within the Enterprise GIS environment as necessary or if required.
- Provide remote access to the system, if required for remote support.
- Review of all deliverables.

Deliverables

- Detailed work plan for completing migration and implementing an Enterprise GIS

EXHIBIT "B"

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT REGARDING E-VERIFY

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

1. The undersigned is the President of SwovaTech, Inc. DBA Swova.
(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 States 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.

Signature

Angie Jennings
Printed name

STATE OF KENTUCKY)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____
_____ and acknowledged the execution of the foregoing this _____ day of
_____, 2018.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed



MEMORANDUM

TO: Mayor Hamilton/Controller
FROM: Phil Peden, CBU
DATE: January 2, 2018
RE: Approval of Contract with Associates Four Services, LLC

Funding Source: 011-81-950000-U42720

Total Dollar Amount of Contract: \$564,576.00

Expiration Date of Contract: January 2019

Department Head Initials of Approval: *VAK*

Due Date For Signature: 1/5/2018

Record Destruction Date (Legal Dept to fill in): January 2029

Legal Department Internal Tracking #: 17-093

PREVIOUSLY REVIEWED BY & RETURN SIGNED CONTRACT TO THIS ATTORNEY:

Christopher J. Wheeler

ATTORNEY IS TO RETURN SIGNED CONTRACT TO THIS DEPARTMENTAL EMPLOYEE:

Phil Peden

Summary of Contract:

This contract is for the partial removal of the Weimer Lake earthen dam, construction of a new stream channel and construction of terraces and planting of native plant life to encourage natural erosion control.

**AGREEMENT BETWEEN
CITY OF BLOOMINGTON UTILITIES DEPARTMENT
AND
CONTRACTOR
FOR
WEIMER DAM REMOVAL**

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Utilities Department through the Utilities Service Board (hereinafter referred to as "City"), and _Associates Four Services, LLC, a domestic limited liability corporation duly incorporated in the State of Indiana, with its principal place of business located at 4030 West State Road 45, Bloomington, IN, 47403, (hereinafter referred to as "Contractor");

WITNESSETH THAT:

WHEREAS, City desires to retain Contractor's services for the scope of work described in **Attachment "A"**, "Scope of Work"; and

WHEREAS, Contractor is capable of performing work as per his/her Bid on the Bid Proposal Form; and

WHEREAS, in accordance with Indiana Code § 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 or General Contractor for this project; and

WHEREAS, Contractor was determined to be the lowest responsible and responsive Bidder for said project.

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

ARTICLE 1: TERM

This Agreement shall be in effect upon the latest date of signature entered in the signature block below.

ARTICLE 2: ENGINEER

The Project has been designed by KCI Technologies, who is referred to in the Contract Documents as Engineer. Engineer, and its duly authorized agents, are to act as City's representatives and assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3: CONTRACT PRICE

The City shall pay the Contractor for the performance of the construction work as specified in **Attachment "A"**, "Scope of Work", attached hereto, subject to any additions or deductions as provided in this Contract, the contract sum not to exceed Five-Hundred Sixty-Four Thousand

Five-Hundred Seventy-Six Dollars (\$564,576.00). Said sum shall be paid in accordance with the terms of the Contract Documents.

City may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

- Defective work.
- Evidence indicating the probable filing of claims by other parties against Contractor which may adversely affect City.
- Failure of Contractor to make payments due to subcontractors, material suppliers or employees.
- Damage to City or a third party.

The submission of any request for payment shall be deemed a waiver and release by Contractor of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

Contractor shall maintain proper account records for the scope of all services of this Agreement and provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by City's representatives at reasonable business hours.

ARTICLE 4: CONTRACT TIMES, LIQUIDATED DAMAGES, DELAYS, AND DAMAGES

4.1. Contract Times. The Work to be performed under this Contract shall be commenced on a date to be specified in a written order from the City. Subject to extensions of time granted in writing by City, in its sole discretion, the construction work shall be substantially completed no later than 335 days from the Notice to Proceed. The work shall be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions not later than 365 days from the Notice to Proceed.

Prior to commencement of the construction Work, the Contractor shall furnish to the City satisfactory evidence of the adequate bond and insurance coverage and that all other conditions of the Contract required to be performed prior to starting Work have been complied with by the Contractor.

4.2. Liquidated Damages. City and Contractor recognize that time is of the essence of this Agreement and that City will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.1 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by City if the Work is not completed on time. Accordingly, instead of requiring any such proof, City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay City the following amount for each calendar day that expires after the times specified in Paragraph 4.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times specified or any proper extension thereof granted by City, Contractor shall pay City the

following amounts for each day that expires after the times specified in Paragraph 4.1 for completion and readiness for final payment:

<u>Item</u>	<u>Liquidated Damages, per calendar day</u>
Substantial Completion of the Work	\$500.00
Final Completion of all Work	\$700.00

City shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to Contractor, or to initiate applicable dispute resolution procedures and recover liquidated damages for nonperformance of this Contract within the time stipulated.

4.3. Delays and Damages. Except as set forth in Paragraph 4.05 of the General Conditions, Contractor shall accept the risk of any delays caused by City or Engineer. In the event Contractor is delayed in the prosecution and completion of the Work because of such conditions, Contractor shall have no claim against City or Engineer for damages or contract adjustment other than an extension of Contract Times and the waiving of liquidated damages during the period occasioned by the delay.

ARTICLE 5: PAYMENT PROCEDURES

Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by the Engineer as provided in Article 15.01 of the General and Supplementary Conditions.

5.1. Progress Payments. City shall make payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the fifteenth day of each month during construction. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in Paragraph 2.07 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in Division 1, General Requirements.

ARTICLE 6: RETAINAGE

Pursuant to Indiana Code, Section 36-1-12-14, contracts in excess of Two Hundred Thousand Dollars (\$200,000.00) are required to provide for retainage between the City and the Contractor.

6.1. Escrow Agent. The retainage amount withheld shall be placed in an escrow account. First Financial Bank, Bloomington, Indiana, shall serve as the escrow agent, subject to compliance with 6.2 below.

6.2. Retainage Amount. The escrow agent, City and Contractor shall enter into a written escrow agreement. Under that agreement, the City shall withhold ten percent (10%) of the dollar value of all work satisfactorily completed until the Contract work is completed. The escrow

agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties.

6.3. Payment of Escrow Amount. The escrow agent shall hold the escrowed principal and income until receipt of the notice from the City and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the City, at which time the City shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit City from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 6.4.

6.4. Withholding Funds for Completion of Contract. If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the City, City may direct the escrow agent to retain in the escrow account, and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the Engineer. The escrow agent shall release the funds withheld under this section after receipt of notice from the City that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by City or another party under contract with the City, said funds shall be released to the City.

ARTICLE 7: ENUMERATION OF CONTRACT DOCUMENTS

The Contract Documents, which constitute the entire agreement between the City and Contractor, are incorporated herein by reference, made a part hereof and enumerated as follows:

1. This Agreement and its Exhibits A, B, C, D and E.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to Article 11 of the General Conditions, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Bid Documents.
4. Advertisement to Bid.
5. Instruction to Bidders.
6. Performance and Payment Bonds.
7. Standard General Conditions.
8. Supplementary Conditions.
9. Local Contract Documents as listed in the Specification Index

10. Notice of Award.
11. Notice to Proceed.
12. Specifications.
13. Drawings.
14. Contractor's Bid and supporting documents submitted with the bid.
15. Questionnaires.
16. Quality Control.
17. Submittals.
18. Escrow Agreement.
19. Completed City of Bloomington Substitute W-9 Form.
20. Completed City of Bloomington Bank EFT Form.

There are no Contract Documents other than those listed in this article. The Contract Documents may be amended, modified, or supplemented only as provided in Paragraph 3.04 of the General Conditions.

In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by Contractor, and other rights and obligations of City and Contractor, the document expressing the greater quantity, quality or other scope of work in question, or imposing the greater obligation upon Contractor and affording the greater right or remedy to City shall govern; otherwise the documents shall be given precedence in the order as enumerated above.

ARTICLE 8: GENERAL PROVISIONS

8.1. Contractor agrees to comply with all federal, state, and local laws, rules and regulations applicable to Contractor in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

8.2. Contractor agrees to indemnify and hold harmless City and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by Contractor or any of its officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to City or has used in connection with this Agreement and regardless of whether or not it is caused in part by a party indemnified herein under. Such indemnity shall include attorney's fees and all costs and other expenses arising there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

8.3. In the event of a breach of this Contract by Contractor, City shall be entitled to pursue any and all remedies available, both legal and equitable, under the laws of the State of Indiana. In addition to any other remedy to which City may be entitled upon a breach by Contractor, City shall be entitled to recover from Contractor the reasonable expenses incurred by City, including attorney fees, in enforcing this Contract.

8.4. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law); and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.5. City and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

8.6. The business address of Contractor given herein and the address of Contractor's office in the vicinity of the Work are both hereby designated as the places to which all notices, letters, and other communication to Contractor will be mailed or delivered. The address of City appearing herein is hereby designated as the place to which all notices, letters, and other communication to City shall be mailed or delivered. Either party may change its address at any time by an instrument in writing delivered to City and to the other party.

8.7. Both parties agree that for the purpose of this Agreement, Contractor shall be an Independent Contractor and not an employee of City.

8.8. Non-Discrimination.

- A. Contractor and sub-Contractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, training, conditions or privileges of employment, because of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, or housing status. Breach of this covenant may be regarded as a material breach of the Agreement.
- B. Contractor certifies for itself and all its sub-Contractors compliance with existing laws of the City of Bloomington, the State of Indiana and the United States regarding:
 - 1. Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, housing status or any other legally protected classification;
 - 2. The utilization of Minority and Women Business Enterprises. Contractor further certifies that it:
 - a. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.
 - b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

3. FURTHER, PURSUANT TO INDIANA CODE § 5-16-6-1, Contractor AGREES:

- a. That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no Contractor, or sub-Contractor, nor any person acting on behalf of such Contractor or sub-Contractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.
- b. That no Contractor, sub-Contractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry or any other legally protected classification.
- c. That there may be deducted from the amount payable to Contractor, by City, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.
- d. That this Agreement may be canceled or terminated by City and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

8.9. Safety.

1. Contractor shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. Contractor shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.
2. Contractor is required to comply with IOSHA regulations 29 C.F.R 1926, Subpart P, Excavations for all trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of the Contractor and included in the cost of the principal work with which the safety systems are associated. Contractor shall sign an affidavit, attached as **Attachment "B"**, affirming that Contractor shall maintain compliance with IOSHA requirements for excavations of at least five (5) feet in depth.

8.10. Steel or Foundry Products.

1. To comply with Indiana Code § 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized or

supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should City feel that the cost of domestic steel or foundry products is unreasonable; City will notify Contractor in writing of this fact.

2. Domestic Steel products are defined as "Products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by open hearth, basic oxygen, electric furnace, Bessemer or other steel making process."
3. Domestic Foundry products are defined as "Products cast from ferrous and nonferrous metals by foundries in the United States."
4. The United States is defined to include all territory subject to the jurisdiction of the United States.
5. City may not authorize or make any payment to Contractor unless City is satisfied that Contractor has fully complied with this provision.

8.11 Verification of Employees' Immigration Status

1. Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as **Attachment "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.
2. Contractor and any of its sub-Contractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of its sub-Contractors learns is an unauthorized alien. If the City obtains information that the Contractor or any of its sub-Contractors employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or its sub-Contractors of the Agreement violation and require that the violation be remedied within thirty (30) calendar days of the date of notice. If the Contractor or any of its sub-Contractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or its sub-Contractor did not knowingly employ an unauthorized alien. If the Contractor or its sub-Contractor fails to remedy the violation within the thirty (30) calendar day period, the City shall terminate the Agreement, unless the City determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the City may allow the Agreement to remain in effect until the City procures a new Contractor. If the City terminates the Agreement, the Contractor or its sub-Contractor is liable to the City for actual damages.
3. Contractor shall require any sub-Contractors performing work under this Agreement to certify to the Contractor that, at the time of certification, the sub-Contractor does not knowingly employ or contract with an unauthorized alien and the sub-Contractor has

enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all sub-Contractors' certifications throughout the term of this Agreement with the City.

8.12. Drug Testing Plan.

1. In accordance with Indiana Code 4-13-18 as amended, the Contractor was required to submit with his/her bid a written drug testing policy for a public works project that is estimated to cost \$150,000 or more. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the Contractor and Subcontractors for drugs. The successful Contractor must comply with all provisions of the statute. This contract is subject to cancellation if Contractor fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of City; or provides false information to City regarding Contractor's employee drug testing program. Contractor shall sign an affidavit, attached as **Attachment "D"**, affirming that Contractor has and shall implement Contractor's employee drug testing program throughout the term of this project.

8.13. Non-Collusion.

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

IN WITNESS WHEREOF, the parties to this Agreement have set their hands on the date entered below. One counterpart each is to be delivered to City, Contractor, Surety, and Engineer.

CITY: **CITY OF BLOOMINGTON, INDIANA
UTILITIES SERVICE BOARD**

Date: _____, 2018

By: _____
Samual K. Frank
President, Utilities Service Board

Vic Kelson
Director of Utilities

for Philippe M. Grotz
John Hamilton
Mayor of Bloomington

City address for giving notices:

PO Box 1216
Bloomington, IN 47402

CONTRACTOR: **ASSOCIATES FOUR SERVICES, LLC**

Date: _____, 2018

By: _____
Contractor Representative

Andy Tatman
Printed Name

Title of Contractor Representative

Contractor address for giving notices:

5267 W. Airport Road Suite J

Bloomington, IN 47403

END OF SECTION

CITY OF BLOOMINGTON
Legal Department
Reviewed By: [Signature]
DATE: 1-2-2018

CITY OF BLOOMINGTON
Controlier
Reviewed by: [Signature]
DATE: 1-2-18
FUND/ACCT: 011 040220

EXHIBIT A

SCOPE OF SERVICES

This project shall include, but is not limited to the removal of Weimer Dam, building a new channel and terraces, planting, and all other related work and appurtenances necessary to complete the work shown on the Drawings and described in the Specifications.

EXHIBIT B

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

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

1. The undersigned is the _____ of
(job title)

(company name)
2. The undersigned is duly authorized and has full authority to execute this Bidder's Affidavit.
3. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
4. By submission of this Bid and subsequent execution of a Contract, the undersigned Bidder certifies that as successful Bidder (Contractor) all trench excavation done within his/her control (by his/her own forces or by his/her Subcontractors) shall be accomplished in strict adherence with OSHA trench safety standards contained in 29 C.F.R. 1926, Subpart P, including all subsequent revisions or updates to these standards as adopted by the United States Department of Labor.
5. The undersigned Bidder certifies that as successful Bidder (Contractor) he/she has obtained or will obtain identical certification from any proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he/she will retain such certifications in a file for a period of not less than three (3) years following final acceptance.
6. The Bidder acknowledges that included in the various items listed in the Schedule of Bid Prices and in the Total Amount of Bid Prices are costs for complying with I.C. 36-1-12-20. The Bidder further identifies the costs to be summarized below*:

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

Method of Compliance (Specify) _____

Date: _____, 20____

Signature

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2017.

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

EXHIBIT C

AFFIDAVIT REGARDING E-VERIFY

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

1. The undersigned is the _____ of _____.
(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.

Signature

Printed name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____
_____ and acknowledged the execution of the foregoing this _____ day of
_____, 2017.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

EXHIBIT E

AFFIDAVIT REGARDING NON-COLLUSION

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2017.

Signature

Printed name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____
_____ and acknowledged the execution of the foregoing this _____ day of
_____, 2017.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed



ISO 9001:2008 CERTIFIED

ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

6983 Corporate Circle • Indianapolis, IN 46278 • Phone 317-243-9200 • Fax 317-243-9201

December 6, 2017

City of Bloomington
Utilities Services Board
600 E Miller Drive
Bloomington, IN 47401

Subject: **Weimer Dam Removal
Bid Tabulation Report**

Dear Members of the Board:

We have tabulated and reviewed the proposals for the Weimer Dam Removal Project. Our findings are as follows:

1. General

Proposals were received, opened, and read aloud at 5:00 PM local time on Monday, December 27, 2017. Advertisements for bids were published in the *Bloomington Herald-Times* and Reprographix website.

2. Bid Packages Received

Five bid packages were received. All bidders acknowledged receipt of the Addenda. Associates Four Services was the apparent low responsive and responsible bidder. The proposals are summarized on the attached Bid Tabulation.

3. Bid Analysis

Upon review of the Contractors' documents, there were some differences observed in several of the bids for the Erosion and Sediment Control and the Seeding Line Items when compared with the Engineers Estimate. The Erosion and Sediment Control Line Item is noticeably lower than the Engineer Estimate and higher for the Seeding Line Items. One possible explanation is that the Contractors are placing more of their erosion and sediment control cost in their seeding items because the unit for seeding is in acres (which establishes a cost for potential future changes), whereas the erosion and sediment control unit is lump sum and is inclusive.

No other substantial differences were noticed in the analysis of the bids.

4. Irregularities

The mandatory alternate bid 2 for Associates Four Services was incorrectly calculated. They listed a total of \$65,000 when the correct calculation was \$65,100.

Jerry Aigner Construction incorrectly totaled their base bid. They reported a base bid of \$863,544.40 when the correct total was \$865,544.40.

Employee-Owned Since 1988

The Responsible Bidder Affidavit was not supplied by Associates Four Services, Jerry Aigner Construction, or Milestone.

5. Contingent Conditions

No contingent conditions were listed by any of the bidders.

6. Mandatory Alternates

All five bidders provided prices for the mandatory bid alternatives. The selection of mandatory alternatives is at the discretion of the City and does not impact tentative award of the contract.

7. Experience of Low Bidder

Associates Four services, the apparent low bidder, is a general contractor from Bloomington, IN. Their submitted experience includes landscaping type work similar to a portion of the Weimer Dam Removal project, including the following projects:


Tree Clearing, Isolux, 2017
Roadside Mowing, Isolux, 2017
Tree/Landscaping, IN Finance Authority, 2017
Landscaping/Hardscaping, Loren Wood Builders

They have a listed sub-consultant, Monroe LLC, from Nashville, IN that has experience with excavation projects. *No project experience was listed for their sub-consultant.* A determination of qualification of the apparent low bidder was not made.

8. Recommendation

Subject to the opinion of the City Attorney that the proposal of Associates Four Services, LLC is legal and binding, we recommend that the Weimer Dam Removal project be awarded to Associates Four Services, LLC in the amount of \$564,576.00.

Respectfully submitted,
KCI Technologies, Inc.



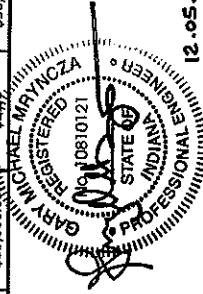
Brad Shoger, Project Manager
brad.shoger@kci.com

City of Bloomington
Weimer Dam Removal

Tabulation of Bids

Item	Description	Quantity	Unit	Engineer's Cost Estimate			Associates Four Services			Crider and Crider			HIS Constructors			Jerry Aigner Construction			Milestone				
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total		
1	Mobilization/Demobilization	1	LS	\$35,000.00	\$35,000.00	\$20,000.00	\$20,000.00	\$52,400.00	\$52,400.00	\$52,000.00	\$52,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$233,500.00	\$233,500.00	\$30,000.00	\$30,000.00	\$233,500.00	\$233,500.00		
2	Clearing and Grubbing	2	AC	\$20,000.00	\$40,000.00	\$18,000.00	\$36,000.00	\$18,000.00	\$36,000.00	\$18,000.00	\$36,000.00	\$17,500.00	\$35,000.00	\$17,500.00	\$35,000.00	\$17,500.00	\$35,000.00	\$17,500.00	\$35,000.00	\$17,500.00	\$35,000.00	\$53,000.00	
3	Excavation	1	LS	\$210,000.00	\$210,000.00	\$200,000.00	\$200,000.00	\$277,000.00	\$277,000.00	\$182,000.00	\$182,000.00	\$222,000.00	\$222,000.00	\$222,000.00	\$222,000.00	\$240,000.00	\$240,000.00	\$222,000.00	\$222,000.00	\$240,000.00	\$240,000.00	\$240,000.00	
4	Disposal of Impacted Soil	324	TON	\$65.00	\$21,060.00	\$64.00	\$20,736.00	\$90.00	\$29,160.00	\$90.00	\$29,160.00	\$45.00	\$14,580.00	\$45.00	\$14,580.00	\$80.00	\$25,920.00	\$200.00	\$64,800.00	\$80.00	\$25,920.00	\$25,920.00	
5	Erosion and Sediment Control	1	LS	\$50,000.00	\$50,000.00	\$15,000.00	\$15,000.00	\$36,000.00	\$36,000.00	\$56,000.00	\$56,000.00	\$56,000.00	\$56,000.00	\$15,000.00	\$15,000.00	\$35,000.00	\$35,000.00	\$15,000.00	\$15,000.00	\$35,000.00	\$35,000.00	\$35,000.00	
6	Access Road	550	LF	\$30.00	\$16,500.00	\$20.00	\$11,000.00	\$23.75	\$13,062.50	\$13.00	\$7,150.00	\$13.00	\$7,150.00	\$37.00	\$20,350.00	\$45.89	\$25,239.50	\$37.00	\$20,350.00	\$45.89	\$25,239.50	\$25,239.50	
7	Pump-Around	1	LS	\$10,000.00	\$10,000.00	\$12,000.00	\$12,000.00	\$45,600.00	\$45,600.00	\$45,600.00	\$45,600.00	\$52,000.00	\$52,000.00	\$38,000.00	\$38,000.00	\$26,000.00	\$26,000.00	\$38,000.00	\$38,000.00	\$26,000.00	\$26,000.00	\$26,000.00	
8	Soil Lift	960	LF	\$14.00	\$13,440.00	\$25.00	\$24,000.00	\$69.50	\$66,720.00	\$69.50	\$66,720.00	\$43.00	\$41,280.00	\$43.00	\$41,280.00	\$52.50	\$50,400.00	\$80.83	\$77,596.80	\$52.50	\$50,400.00	\$50,400.00	
9	Rock Drop Structure	4	EA	\$765.00	\$3,060.00	\$5,000.00	\$20,000.00	\$3,500.00	\$14,000.00	\$3,500.00	\$14,000.00	\$3,500.00	\$14,000.00	\$5,000.00	\$20,000.00	\$2,750.00	\$11,000.00	\$5,000.00	\$20,000.00	\$2,750.00	\$11,000.00	\$11,000.00	
10	Constructed Riffle	117	LF	\$38.00	\$4,446.00	\$50.00	\$5,850.00	\$80.00	\$9,360.00	\$80.00	\$9,360.00	\$124.00	\$14,508.00	\$124.00	\$14,508.00	\$140.00	\$16,380.00	\$50.00	\$5,850.00	\$140.00	\$16,380.00	\$16,380.00	
11	Alternating Rock Steps	1	EA	\$1,750.00	\$1,750.00	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$13,000.00	\$13,000.00	\$13,000.00	\$13,000.00	\$8,000.00	\$8,000.00	\$13,000.00	\$13,000.00	\$8,000.00	\$8,000.00	\$8,000.00	
12	Constructed Pool	5	EA	\$575.00	\$2,875.00	\$5,000.00	\$25,000.00	\$2,400.00	\$12,000.00	\$2,400.00	\$12,000.00	\$2,600.00	\$13,000.00	\$2,600.00	\$13,000.00	\$5,000.00	\$25,000.00	\$2,600.00	\$13,000.00	\$5,000.00	\$25,000.00	\$25,000.00	
13	Spillway Backfill	1	LS	\$22,000.00	\$22,000.00	\$10,000.00	\$10,000.00	\$15,800.00	\$15,800.00	\$15,800.00	\$15,800.00	\$17,500.00	\$17,500.00	\$17,500.00	\$17,500.00	\$8,000.00	\$8,000.00	\$17,500.00	\$17,500.00	\$8,000.00	\$8,000.00	\$8,000.00	
14	Rock Sill	1	LS	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00	\$14,300.00	\$14,300.00	\$14,300.00	\$14,300.00	\$14,000.00	\$14,000.00	\$14,000.00	\$14,000.00	\$10,000.00	\$10,000.00	\$14,000.00	\$14,000.00	\$10,000.00	\$10,000.00	\$10,000.00	
15	Lake Bed Trees	329	EA	\$42.50	\$13,982.50	\$40.00	\$13,160.00	\$50.00	\$16,450.00	\$50.00	\$16,450.00	\$32.00	\$10,528.00	\$32.00	\$10,528.00	\$103.00	\$33,887.00	\$103.00	\$33,887.00	\$103.00	\$33,887.00	\$33,887.00	
16	Lake Bed Shrubs	185	EA	\$42.50	\$7,862.50	\$30.00	\$5,550.00	\$50.00	\$9,250.00	\$50.00	\$9,250.00	\$30.00	\$5,550.00	\$30.00	\$5,550.00	\$92.88	\$17,182.80	\$92.88	\$17,182.80	\$92.88	\$17,182.80	\$17,182.80	
17	Lake Bed Plugs	4500	EA	\$3.75	\$16,875.00	\$5.00	\$22,500.00	\$4.75	\$21,375.00	\$4.75	\$21,375.00	\$3.65	\$16,425.00	\$3.65	\$16,425.00	\$18.59	\$83,655.00	\$18.59	\$83,655.00	\$18.59	\$83,655.00	\$83,655.00	
18	Floodplain Trees	56	EA	\$40.00	\$2,240.00	\$50.00	\$2,800.00	\$50.00	\$2,800.00	\$50.00	\$2,800.00	\$32.00	\$1,792.00	\$32.00	\$1,792.00	\$104.80	\$5,868.80	\$104.80	\$5,868.80	\$104.80	\$5,868.80	\$5,868.80	
19	Floodplain Shrubs	20	EA	\$40.00	\$800.00	\$40.00	\$800.00	\$40.00	\$800.00	\$40.00	\$800.00	\$50.00	\$1,000.00	\$50.00	\$1,000.00	\$115.00	\$2,300.00	\$115.00	\$2,300.00	\$115.00	\$2,300.00	\$2,300.00	
20	Upland Terraces Trees	32	EA	\$40.00	\$1,280.00	\$40.00	\$1,280.00	\$51.00	\$1,632.00	\$51.00	\$1,632.00	\$32.00	\$1,024.00	\$32.00	\$1,024.00	\$122.00	\$3,904.00	\$122.00	\$3,904.00	\$122.00	\$3,904.00	\$3,904.00	
21	Lake Bed Seeding	7.5	ACRES	\$2,450.00	\$18,375.00	\$6,200.00	\$46,500.00	\$2,725.00	\$20,437.50	\$2,725.00	\$20,437.50	\$1,550.00	\$11,625.00	\$1,550.00	\$11,625.00	\$6,500.00	\$48,750.00	\$6,500.00	\$48,750.00	\$6,500.00	\$48,750.00	\$48,750.00	
22	Disturbed Area Seeding	3.6	ACRES	\$1,484.00	\$5,342.40	\$4,000.00	\$14,400.00	\$2,500.00	\$9,000.00	\$2,500.00	\$9,000.00	\$3,200.00	\$11,520.00	\$3,200.00	\$11,520.00	\$8,000.00	\$28,800.00	\$8,000.00	\$28,800.00	\$8,000.00	\$28,800.00	\$28,800.00	
23	Temporary Seeding	11	ACRES	\$50.00	\$550.00	\$3,000.00	\$33,000.00	\$1,500.00	\$16,500.00	\$1,500.00	\$16,500.00	\$305.00	\$3,355.00	\$305.00	\$3,355.00	\$1,600.00	\$17,600.00	\$1,600.00	\$17,600.00	\$1,600.00	\$17,600.00	\$17,600.00	
24	Roadway Repair	3000	SF	\$4.00	\$12,000.00	\$5.00	\$15,000.00	\$3.10	\$9,300.00	\$3.10	\$9,300.00	\$6.00	\$18,000.00	\$6.00	\$18,000.00	\$5.00	\$15,000.00	\$5.00	\$15,000.00	\$5.00	\$15,000.00	\$15,000.00	
Total Bid Price				Subtotal	522938.4	\$564,576.00			\$738,217.00			\$598,765.00			\$865,544.40			\$858,898.50					
				Contingencies (10%)	52293.84																		
				Total	575232.24																		

Mandatory Bid Alternates	Quantity	Unit	Engineer's Cost Estimate			Associates Four Services			Crider and Crider			HIS Constructors			Jerry Aigner Construction			Milestone						
			Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total						
No. 1 Maintenance of Invasive Species	1	LS	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$16,320.00	\$16,320.00	\$16,320.00	\$16,320.00	\$16,320.00	\$16,320.00	\$8,600.00	\$8,600.00		
No. 2 Full Overlay Roadway Repair	30000	SF	\$3.00	\$90,000.00	\$2.17	\$65,100.00	\$3.10	\$93,000.00	\$3.10	\$93,000.00	\$1.25	\$37,500.00	\$1.25	\$37,500.00	\$1.32	\$39,600.00	\$1.32	\$39,600.00	\$1.32	\$39,600.00	\$1.32	\$39,600.00	\$30,000.00	\$30,000.00



12.05.17

City of Bloomington
Weimer Dam Removal

Tabulation of Bids

Rank	Contractor	Total Bid Price	Apparent Percentage Over Low Bid	Percentage From Engineer's Cost Opinion
1	Associates Four Services	\$564,576.00	0%	-2%
2	HIS Constructors	\$598,765.00	6%	4%
3	Crider and Crider	\$738,217.00	31%	28%
4	Milestone	\$858,898.50	52%	49%
5	Jerry Aigner Construction	\$865,544.40	53%	50%

Contractor	Form 96	Bid Security	Responsible Bidder Affidavit	Trench Safety Affidavit	Drug Testing Affidavit	E-Verify Affidavit	Non-Collusion Affidavit	Approved Affirmative Action Plan
Associates Four Services	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes
Crider and Crider	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
HIS Constructors	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Jerry Aigner Construction	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes
Milestone	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes