

**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 22, 2018
5:00 P.M. Regular Meeting**

- I. Call to order
- II. Election of Officers
- III. Approval of the minutes of previous meeting (Jan 8)
- IV. Approval of the claims
- V. Request Approval of Pretreatment Permit for Organized Living – Tamara Roberts
- VI. Request Approval for Amendment to the SC Interceptor Sewer Design Agreement – Phil Peden
- VII. Request Approval INDOT Preliminary Engineering Agreement – Chris Wheeler
- VIII. Request Approval for Agreement with Arcadis for Filter at MWTP – Brad Schroeder
- IX. Request Approval for Agreement with Swovatech for GIS Consulting – Brad Schroeder
- X. Request Approval to Expense Non-collectable Accounts Receivable – Laura Pettit
- XI. Request Approval for Contract with D&M for MWTP bracing – Laura Pettit
- XII. Discussion of Customer Complaint – Margaret Menge
- 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

January 8, 2018

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 5:00 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, Jim Sherman, Jason Banach, Amanda Burnham, Jean Capler, Julie Roberts (missed 1st 3 votes), and Jim Sims, ex-officio.

Staff members present: Michael Hicks, Phil Peden, Jon Callahan, Tom Axsom, Brad Schroeder, John Langley, Michelle Waldon, Cindy Shaw, Laura Pettit, and Holly McLauchlin.

MINUTES

Board vice president Sherman moved and board member Capler seconded the motion to approve the minutes of the December 22nd meeting. Motion carried, 5 ayes (2 members absent: Ehman and Roberts).

CLAIMS

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

Vendor invoices submitted included \$44,848.98 from the Water Utility, \$104,717.40 from the Wastewater Utility, and \$468.25 from the Stormwater Utility. Total Claims approved: \$150,034.63.

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

Sherman moved and Capler seconded the motion to approve the special check run as follows:

Interdepartmental Agreement Invoices for the 2017 3rd and 4th quarter submitted included \$389,950.34 from the Water Utility, \$538,130.00 from the Wastewater Utility, and \$0.00 from the Stormwater Utility. Total Claims approved: \$928,080.34.

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

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

Utility invoices submitted included \$101,166.01 from the Water Utility, \$67,003.36 from the Wastewater Utility, and \$0.00 from the Stormwater Utility. Total Claims approved: \$168,169.37.

Motion carried, 6 ayes (1 member absent: Ehman).

Sherman moved and Capler seconded the motion to approve the wire transfers and fees in the amount of \$735,608.40.

Motion carried, 6 ayes (1 member absent: Ehman).

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

Customer refunds submitted included \$3.94 from the Water Utility, \$1,855.39 from the Wastewater Utility, and \$0.00 from the Stormwater Utility. Total Claims approved: \$1,859.33.

Motion carried, 6 ayes (1 member absent: Ehman).

REQUEST APPROVAL OF CHANGE ORDER NO. 1 WOODYARD RD 12" WATER LINE

Sherman moved and Capler seconded the motion to approve change order; motion carried, 6 ayes (1 member absent: Ehman).

CBU Engineer Hicks presented a change to the contract between Utilities and Bloomington Seal Coating & Paving for repairs to Woodyard Road after installation of a 12" water lone. 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 \$2,800.00 which brings the total amount of the project to \$22,350.00.

REQUEST APPROVAL OTTENWELLER BLUCHER WWTP SCREENING REPLACEMENT

Sherman moved and Capler seconded the motion to approve agreement; motion carried, 6 ayes (1 member absent: Ehman).

Hicks presented a contract with Ottenweller LLC for removal and replacement of existing mechanical screening equipment and appurtenances with one new mechanically cleaned screen and one new screenings washer/compactor at Blucher Poole WWTP. This contract encompasses all work necessary to complete the per plan specs submitted 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. The agreement is for \$199,000.00.

REQUEST APPROVAL OF HVAC CASSETTE CLEANING AT SERVICE CENTER

Sherman moved and Capler seconded the motion to approve agreement; motion carried, 6 ayes (1 member absent: Ehman).

CBU Purchasing manager Shaw presented a routine maintenance contract with HFI on the ductless split indoor cassette and fan coil in the CBU Boardroom. Board asked why this \$344.00 contract was being brought to the board as well as the other contracts under the \$50,000 threshold as passed by the USB as CBU purchasing policy last year. CBU Assistant Director of Finance Pettit replied that CBU was promoting transparency. Board said transparency is already achieved through sharing the itemized claims. CBU Assistant McLauchlin reminded Board that the purchasing policy gives the CBU Director discretion to bring any contracts to the board, even those under \$50,000. Frank said that a concern had been raised about contracts and that for the moment, all contracts had to be approved but that CBU was going to iron out details and get back to a policy that makes sense. Shaw also reminded board that when a contractor comes onto premises for service it requires a contract as opposed to solely a purchase requisition. Board asked if this work had already been done because of the dates on the memo; Shaw said CBU was hoping to have work done by those dates but the contract had to wait for approval so the dates would be amended.

REQUEST APPROVAL OF EXTERIOR LIGHTS AT SERVICE CENTER

Sherman moved and Capler seconded the motion to approve agreement; motion carried, 6 ayes (1 member absent: Ehman).

Shaw presented an agreement with Alexander Electric for \$2,325.00 to rewire and replace outdoor burnt out halide lights with LED lights at the Service Center. Board asked if this would qualify for the Energy Savings contract. CBU Finance manager Waldon said this was a safety issue and could not wait for consideration by the Energy Savings group.

REQUEST APPROVAL OF HEATER INSTALL AT MONROE WTP

Sherman moved and Capler seconded the motion to approve agreement; motion carried, 6 ayes (1 member absent: Ehman).

Shaw presented an agreement with Commercial Service for \$13,334.92 to replace two heaters in the high service pump room at Monroe Water Treatment Plant. This room has several pumps and piping so the units are marine heaters to withstand the higher humidity.

REQUEST APPROVAL AMENDMENT TO NASHVILLE WHOLESALE WATER CONTRACT

Sherman moved and Capler seconded the motion to approve amendment; motion carried, 6 ayes (1 member absent: Ehman).

Pettit presented an amendment to a 1994 contract with the Town of Nashville for the wholesale of water. Nashville asked to extend the contract 12 years so it will extend to 12/12/57 as part of an application for an SRF bond. The maximum of 30 million gallons per month and minimum of 50 thousand per month will remain the same.

REQUEST APPROVAL OF GREELEY & HANSEN CONSULTING AGREEMENT

Sherman moved and Capler seconded the motion to approve agreement; motion carried, 6 ayes (1 member absent: Ehman).

CBU Assistant Director for Engineering Schroeder presented an agreement with Greeley & Hansen for \$189,000.00 to create a 20 year facility plan. This project started when CBU received a letter from IDEM that Dillman was over 90% capacity. Phase 1 was to work with Greeley to create a capacity growth plan and present to IDEM. This agreement is the 2nd phase which is a full facilities plan to get Dillman to a capacity of 20mgd capacity and work with IDEM for approval. The last 20 year plan was completed in 1999. The agreement is for 1 year; estimating 6 months to create a plan and then meeting with IDEM and revising the plan as necessary.

REQUEST APPROVAL OF GIS NEEDS ASSESSMENT WITH SWOVATECH

Tabled to due to changes requested by contractor that still need to be reviewed. Schroeder said it will be presented at next USB meeting.

REQUEST APPROVAL FOR WEIMER DAM REMOVAL ASSOCIATES FOUR SERVICES

Sherman moved and Capler seconded the motion to approve agreement; motion carried, 6 ayes (1 member absent: Ehman).

CBU Engineer Peden presented an agreement with Associates Four for \$564,576.00 to remove Weimer Dam. Peden said he opened bids at the USB meeting 1 month ago and Associates Four was the lowest responsive and responsible bidder (also the lowest bid). The agreement is for 1 year. The park may have to close for up to 6 months while heavy equipment moves out 10,000cubic yards of dirt. There will be tree removal and Board asked Peden to work with Lee Huss City Urban Forester to utilize wood that can be repurposed. Peden said he had been out to the property with Huss; most of the trees to be removed are dead ash but there are red oaks near the entrance the contractor is trying to avoid damaging.

OLD BUSINESS: None.

NEW BUSINESS: None.

SUBCOMMITTEE REPORTS: None.

STAFF REPORTS: Pettit reported that CBU has had over 500 calls for water service and many main breaks during the last week of severe cold temperatures. She thanked the crews who have been working around the clock outdoors to restore service.

PETITIONS AND COMMUNICATIONS: None.

ADJOURNMENT: The meeting was adjourned at 5:22 p.m.

Samuel K. Frank, President

**UTILITIES SERVICE BOARD MOTION
MEETING ON JANUARY 22, 2018**

PAYABLES

| | | | |
|-------|---------------------------------|----------|------------------|
| To: | Utilities Service Board | From: | Kim Robertson |
| Dept. | | Dept. | Accounts Payable |
| Sub: | Claims list filed: 01/18/18 | Date: | 01/18/18 |
| | USB: 1/22/2018 | | |
| | For Period: 12/23/17 - 01/05/18 | Paydate: | 01/26/18 |
| | G/L Date: 12/26/17 | | |

Utilities Department invoices filed with the City Controller January 18, 2018 and signed by the Utilities Service Board for payment January 26, 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 | 92,269.21 |
| Water Construction | 2,876.59 |
| 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>\$95,145.80</u></u> |
| Wastewater Operations & Maintenance | 66,299.17 |
| Wastewater Construction | 0.00 |
| Wastewater Sinking | 0.00 |
| Total of Wastewater Utilities as per the invoice list: | <u><u>\$66,299.17</u></u> |
| Stormwater | 166.92 |
| Stormwater Construction | 0.00 |
| Total of Stormwater Utility as per the invoice list: | <u><u>\$166.92</u></u> |
| Total Water Utility: | <u><u>\$95,145.80</u></u> |
| Total Wastewater Utility: | <u><u>\$66,299.17</u></u> |
| Total Stormwater Utility: | <u><u>\$166.92</u></u> |
| TOTAL WATER, WASTEWATER & STORMWATER UTILITIES | <u><u>\$161,611.89</u></u> |

City of Bloomington Utilities
Accounts Payable by G/L Distribution Report
Paydate: 01/26/18

Payables G/L Date: 12/26/17

| Vendor | Invoice No. | Invoice Description | Invoice Amount | Water O&M | Water Construction | Wastewater O&M | Stormwater O&M |
|---|------------------|--|----------------|-----------|--------------------|----------------|----------------|
| Alliance Of Indiana Rural Water | 9311 | PUR17-539 2018 Spring Conference for Dillman operators | 1,000.00 | | | 1,000.00 | |
| American Structurepoint, INC | 102620 | WS17-20501-Fullerton Pike Water/Sewer relocation to 11/30/17-ENG | 6,449.58 | 5,096.41 | | 1,353.17 | |
| Aramark Uniform & Career Apparel Group, INC | 12/31/17 Uniform | Uniform service - December 2017 - TD,ENG,BP,DR,PUR,MN | 230.55 | 99.52 | | 131.03 | |
| Aramark Uniform & Career Apparel Group, INC | 12/31/17Supplies | Weekly mats & supplies - December 2017 - MN, SC, BP, DR | 1,402.80 | 562.20 | | 840.60 | |
| Arrowhead Plastic Engineering, INC | 21601711 | MN17-482 Liner for alum tank #3 | 3,375.67 | 3,375.67 | | | |
| Black Lumber Co INC | 349416 | Liquid nails, loctite tub & tile, foam board - DR | 134.77 | | | 134.77 | |
| Black Lumber Co INC | 349619 | Nylon twine for stock - SW, TD | 7.99 | 3.20 | | 4.39 | .40 |
| Black Lumber Co INC | 349626 | Safe step ice melt - SC | 131.88 | 52.75 | | 79.13 | |
| Bloomington Seal Coating & Paving, INC | 1246 | W17-4103-Asphalt for project @ Woodyard Rd - ENG | 2,800.00 | 2,800.00 | | | |
| Brehob Corporation | 709939 | MN17-463 Repair to air compressor #1 | 1,325.27 | 1,325.27 | | | |
| Cassady Electrical Contractors, INC | 13789 | 2 hrs - Journeyman to re-set electricity @ Service Center - SC | 320.00 | 128.00 | | 192.00 | |
| Chemtrade Chemicals Corporation | 92267797 | Alum - 10.595 @ 424.00 delivered 12/27/17 - MN | 4,492.28 | 4,492.28 | | | |
| Cintas First Aid & Safety #2 | 5009341336 | Restock first aid cabinet @ Blucher - 11/14/17 - BP | 124.80 | | | 124.80 | |
| Cintas First Aid & Safety #2 | 5009641438 | Restock first aid cabinet @ Blucher - 12/19/17 - BP | 187.06 | | | 187.06 | |
| Commercial Service Of Bloomington, INC | S141377 | Flame rod, controller, sensor for heater in press building - DR | 995.00 | | | 995.00 | |
| Commercial Service Of Bloomington, INC | S141669 | Controller for heater in press building - DR | 581.00 | | | 581.00 | |
| Environmental Resource Associates | 849086 | Testing Heterotrophic Plate Count @ Dillman - LAB, DR | 162.46 | 162.46 | | | |
| Everett J Prescott, INC | 5320644 | TD17-450 EC-4 1" expander wheels (16) | 528.00 | 211.20 | | 316.80 | |
| Everett J Prescott, INC | 5324231 | TD17-413 510 M metal clips (50) @ \$3.33 EA | 166.50 | 66.60 | | 99.90 | |
| Everett J Prescott, INC | 5331402 | TD17-472 Meter for Winslow Park Irrigation | 2,868.72 | 1,147.49 | | 1,721.23 | |
| Everett J Prescott, INC | 5331406 | TD17-478 Meter for Childs Elementary School | 3,386.00 | 1,354.40 | | 2,031.60 | |
| Fastenal Company | INBLM202120 | Restock supplies in machine - 11/01/17 - PUR | 887.47 | 417.50 | | 469.97 | |
| Fastenal Company | INBLM202401 | Restock supplies in machine - 11/13/17 - PUR | 196.46 | 87.89 | | 108.57 | |
| Fastenal Company | INBLM203066 | Restock supplies in machine - 12/19/17 - SC | 159.86 | 68.08 | | 91.78 | |
| Fastenal Company | INBLM203143 | Restock supplies in machine - 12/26/17 - PUR | 167.86 | 83.16 | | 84.70 | |
| Fastenal Company | INBLM203213 | Restock supplies in machine - 12/29/17 - SC | 44.19 | 18.71 | | 25.48 | |
| Fisher Scientific Company, LLC | 3091828 | Crucible extraction, desiccator, disiccator plate & misc - MN | 950.97 | 950.97 | | | |
| Fisher Scientific Company, LLC | 4278971 | Drierite 6 Mesh, sodium hydroxide, tongs - LAB, MN | 265.88 | 265.88 | | | |
| Fisher Scientific Company, LLC | 4478880 | 2 pk forceps PTFE-coated - LAB, MN | 144.86 | 144.86 | | | |
| Fisher Scientific Company, LLC | 4787943 | ThRM-50/300 calbrtd-20C - LAB, MN | 152.00 | 152.00 | | | |
| Fisher Scientific Company, LLC | 5210157 | 3 Eppendorf Pipet helpers - LAB, DR | 259.93 | | | 259.93 | |

City of Bloomington Utilities
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Paydate: 01/26/18

Payables G/L Date: 12/26/17

| Vendor | Invoice No. | Invoice Description | Invoice Amount | Water O&M | Water Construction | Wastewater O&M | Stormwater O&M |
|---|-----------------|--|----------------|-----------|--------------------|----------------|----------------|
| GE Intelligent Platforms, INC | 17001100000559 | SCADA maintenance renewal for plants - DIR | 30,374.92 | 12,149.97 | | 18,224.95 | |
| HACH Company | 10758600 | MN17-523 Reagent set, ammonia test kit, aluminum test kit | 741.98 | 741.98 | | | |
| HACH Company | 10772153 | MN17-453 5500sc AMC license kit; Item#25277000 | 941.60 | 941.60 | | | |
| HD Supply Facilities Maintenance - (USA Bluebook) | 451186 | DR17-172B Black ice gloves, hi-vis insulated gloves, Uvex glasse | 523.82 | | | 523.82 | |
| Heflin Industries, INC | 123524 | MN17-495 Repair and test backflow device | 760.00 | 760.00 | | | |
| Heflin Industries, INC | 123548 | MN17-495 Repair and test backflow device | 427.00 | 427.00 | | | |
| Hoosier Times, INC | 149972 12/31/17 | Legal notice for misc fees filed w/TURC #384801 - DIR | 12.00 | 4.80 | | 7.20 | |
| HP Products Corporation | 13221942 | 2 Power plungers - MN | 33.60 | 33.60 | | | |
| HP Products Corporation | 13279261 | Can liners, Nitrile gloves L & XL, bleach - DR | 258.35 | | | 258.35 | |
| HP Products Corporation | 13281843 | 1 bx XL Nitrile gloves industrial grade - DR | 5.94 | | | 5.94 | |
| Indiana Oxygen Co | 08478864 | Monthly cylinder rental @ Dillman WWTP - DR | 145.33 | | | 145.33 | |
| Indiana Underground Plant Protection Service, INC | 67876 | Monthly per ticket fee for line locates - 11/01-11/30/17 - TD | 1,614.05 | 645.62 | | 968.43 | |
| Indiana University Health Bloomington, INC | 00063977-00 | DOT 5 Panel E screen for 1 Blucher employee - 12/14/17 - BP | 43.00 | | | 43.00 | |
| Indiana University Health Bloomington, INC | 00064137-00 | Vaccine Hep B, Admin toxid single for 1 TD employee 12/15/17-TD | 93.00 | 37.20 | | 55.80 | |
| Indiana University Health Bloomington, INC | 00064449-00 | Vaccine Hep B, Admin toxid single for 1 TD employee 12/20/17-TD | 93.00 | 37.20 | | 55.80 | |
| Indiana University Health Bloomington, INC | 00064613-00 | Drug screen DOT 5 Panel for 1 Dillman employee - 12/26/17 - DR | 43.00 | | | 43.00 | |
| Indiana University Health Bloomington, INC | 00064614-00 | Vaccine Hep B, Admin toxid single for 1 TD employee 12/26/17-TD | 93.00 | 37.20 | | 55.80 | |
| Indiana Water Environment Association, INC (IWEA) | 9635 | DR17-168 Membership renewal for Garrett Towell | 35.00 | | | 35.00 | |
| Industrial Service & Supply, INC | 53093 | Suction hose, clamps, cam-locks for pump on clarifier - DR | 206.74 | | | 206.74 | |
| Industrial Service & Supply, INC | 53134 | 1/2" Ball valve for truck #599 - TD | 40.35 | | | 40.35 | |
| Industrial Service & Supply, INC | 53143 | 1 1/4" ball valve for truck #599 - TD | 73.06 | | | 73.06 | |
| Irving Materials, INC | 10508890 | Concrete - Water line @ 1800 N Kinser Pike - TD | 425.00 | 425.00 | | | |
| Irving Materials, INC | 10509476 | Concrete - Water line @ 19th & Dunn - TD | 425.00 | 425.00 | | | |
| J&S Locksmith Shop, INC | 175363 | 2-cycle oil - SC | 97.90 | 39.16 | | 58.74 | |
| JCI Jones Chemicals, INC | 744041 | Sodium hypochlorite - 4,666 @ .7500 delivered 12/28/17 - MN | 3,499.50 | 3,499.50 | | | |
| JCI Jones Chemicals, INC | 744147 | Sodium hydroxide - 11,7315 @ 524.00 delivered 12/29/17 - MN | 6,147.31 | 6,147.31 | | | |

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| Vendor | Invoice No. | Invoice Description | Invoice Amount | Water O&M | Water Construction | Wastewater O&M | Stormwater O&M |
|--|---------------------|---|----------------|-----------|--------------------|----------------|----------------|
| Kleindorfer Hardware & Variety | 12/31/17 CBU | Misc parts & supplies - 11/28-12/27/17 - MN,TD,ENG,LAB,BP,DR,SW | 1,811.40 | 850.15 | | 957.30 | 3.95 |
| Lawson Products, INC | 9305480775 | 24 Fresh aerosol - BP | 236.48 | | | 236.48 | |
| Mark Osborne (Control Freaks Consulting) | 100Inv-MN17-361 | MN17-361 Lab analyzer CI21 pump #5 - 5 HRS labor | 525.00 | 525.00 | | | |
| Mark Osborne (Control Freaks Consulting) | 115Inv-MN17-497 | MN17-497 Valve accuator for #5 filter + 4 hrs labor | 2,920.00 | 2,920.00 | | | |
| Mark Osborne (Control Freaks Consulting) | 116Inv-MN17-499 | MN17-499 Manual flow controller for #5 filter + labor (2hrs) | 1,792.00 | 1,792.00 | | | |
| Mark Osborne (Control Freaks Consulting) | 99Inv-DM17-147 | DM17-147 Repairs to filter operator interface & graphics | 420.00 | | | 420.00 | |
| Menards, INC | 82411 | 6" hook, 10 pc storage assort, batteries, nailer & misc - MN | 271.73 | 271.73 | | | |
| Menards, INC | 82623 | 12 2x4x8, 12 18 gal totes, 20 2x4-92-5/8 - MN | 163.80 | 163.80 | | | |
| Menards, INC | 82727 | Stop rust, drill bit, tapcon flt, 2x4's, 1x4's, 4x8's - MN | 356.70 | 356.70 | | | |
| Menards, INC | 82898 | Knee pads, 16x4x8 4" OC textd panel, smart trim - MN | 158.24 | 158.24 | | | |
| Menards, INC | 83300 | Nylon strap wrench, soft ties, floor finish, mop, heater - MN | 64.92 | 64.92 | | | |
| Midland Electric Supply, LLC | 74012 | TD17-434 Diversified electronics sequencing relay (2) | 532.68 | | | 532.68 | |
| NAC Supply, INC | 40821 | TD17-484 Mini melter, pour pot, derry super stretch (8) | 1,001.52 | 400.61 | | 550.84 | 50.07 |
| Northern Safety Co., INC | 902713978 | BP17-213 Activgard coveralls (100) various sizes | 522.57 | | | 522.57 | |
| Nugent, INC (Utility Supply Company) | 1238705 | W17-4114-PUR17-516 UFR1390-C-8 8" pipe restraints (6) | 438.66 | | 438.66 | | |
| Nugent, INC (Utility Supply Company) | 1239054 | W17-4114-PUR17-526 8" PVC C900 DR-14 Pipe - 80ft | 772.00 | | 772.00 | | |
| Paragon Micro, INC | 792054 | Samsung 22" monitor for L Pettit - ACCT, DIR | 167.25 | 66.90 | | 100.35 | |
| Pitney Bowes, INC | 20822235 12/2017 | Reserve account postage for acct #20822235 - Nov-Dec 2017- ACCT | 2,526.06 | 1,031.84 | | 1,494.22 | |
| Pitney Bowes, INC | 1006159165 | Cleaning kit for Pitney Bowes postage meter - ACCT | 26.99 | 10.80 | | 16.19 | |
| Republic Services, INC | 0694-001997980 | Trash removal @ Monroe WTP - 12/01-12/31/17 - MN | 99.75 | 99.75 | | | |
| Republic Services, INC | 0694-001997981 | Trash removal @ Blucher WWTP - 12/01-12/31/17 - BP | 99.75 | | | 99.75 | |
| Rogers Group, INC | 0071163330 | W17-4109 - Misc Stone - 12/18-12/22/17 - TD | 1,587.93 | | 1,587.93 | | |
| Safety Shoe Distributors, INC | 255959-1 | PUR17-522 Protective work clothing for staff-bibs, hats & coats | 7,693.03 | 2,663.06 | | 5,029.97 | |
| Sal Chemical Co., INC | 175659 | Aqua ammonia - 19,400 @ .1600 delivered 12/29/17 - MN | 3,104.00 | 3,104.00 | | | |
| Shambaugh & Son, LP (Precision Controls of Indv) | 16553204 | DR17-152 Repair west ph & flow meter; labor + materials | 1,034.45 | | | 1,034.45 | |
| Staples Contract & Commercial, INC | 3353625104 | Adding machine rolls - CS | 9.84 | 3.94 | | 5.90 | |
| Staples Contract & Commercial, INC | 3353625106 | Refund item add roll - CS | (1.90) | (.76) | | (1.14) | |
| Staples Contract & Commercial, INC | 3357820423 | Calendars, date stamper, heater and calendar refill - CS | 151.51 | 60.60 | | 90.91 | |
| Staples Contract & Commercial, INC | 3362180057 | Red ink, correction tape, cap erasers, paint markers, pencils - PUR | 55.51 | 22.20 | | 33.31 | |
| Staples Contract & Commercial, INC | 3362180072 | 2018 AT-A-Glance wall calendar, pens, post-it notes - BC/ACCT | 68.64 | 27.45 | | 41.19 | |

City of Bloomington Utilities
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Payables G/L Date: 12/26/17

| Vendor | Invoice No. | Invoice Description | Invoice Amount | Water O&M | Water Construction | Wastewater O&M | Stormwater O&M |
|------------------------------------|---------------|--|----------------|-----------|--------------------|----------------|----------------|
| Staples Contract & Commercial, INC | 3362180073 | Uni-ball micro 0.5mm blk pens - ACCT | 14.21 | 5.68 | | 8.53 | |
| Staples Contract & Commercial, INC | 3362848742 | Permanent markers, dry-erase markers, mesh task chairs - DIR | 1,001.46 | 400.58 | | 600.88 | |
| Staples Contract & Commercial, INC | 3362848770 | Pickup/no reship/credit uniball pens - ACCT | (14.21) | (5.68) | | (8.53) | |
| Staples Contract & Commercial, INC | 3362848771 | Calendars, file pocket, insert divid, calc ribbon, add tape- BC/ACCT | 78.48 | 31.40 | | 47.08 | |
| Staples Contract & Commercial, INC | 3363380954 | Liberty magnetic hooks - PUR | 23.57 | 9.43 | | 14.14 | |
| Staples Contract & Commercial, INC | 3363380955 | 4 HP Wide format paper - ENG, PUR | 115.76 | 46.30 | | 69.46 | |
| Staples Contract & Commercial, INC | 3364048153 | 2018 AT-A-GLANCE Calendars, retractable ball point pens - DR | 63.44 | | | 63.44 | |
| State Of Indiana | 01/02/18 CBU | Water usage - 12/01-12/31/17 - MN | 14,263.06 | 14,263.06 | | | |
| Suburban Laboratories, INC | 151143 | Testing metals & VOC's, solids-Monroe Drying Bed sludge-MN, ENV | 753.00 | 753.00 | | | |
| Suburban Laboratories, INC | 151145 | Testing metals & VOC's, solids - Monroe Geobag Sludge - MN, ENV | 753.00 | 753.00 | | | |
| Sunbelt Rentals, INC | 75135069-0001 | Wacker ditch compactor for truck #631 - SW, TD | 2,250.00 | 900.00 | | 1,237.50 | 112.50 |
| Terminix International | 371385047 | Pest control @ Blucher WWTP - 12/20/17 - BP | 109.00 | | | 109.00 | |
| Tri-State Bearing Co, INC | 1001930-00 | 4 Caster swivels for bar screen container - DR | 326.24 | | | 326.24 | |
| United Parcel Service, INC | 0000430948517 | Shipping charges - 12/13-12/22/17 - MS, MN, LAB, DIR, PUR | 122.00 | 86.87 | | 35.13 | |
| Wessler Engineering, INC | 31300 | S17-6106 - Dillman Effluent Filter Improvements thru 11/30/17-ENG | 9,949.57 | | | 9,949.57 | |
| West Side Tractor Sales Co. | 825183 | Edge cutter, cutting edge, bolts - DR | 735.88 | | | 735.88 | |
| William Chasteen (Monroe Tuff Jon) | 3384065 | W17-4106 - Portable toilet rental - 10/06-11/15/17 - TD | 78.00 | | 78.00 | | |
| Xylem Water Solutions USA, INC | 3556990302 | MN17-433 (3) Flygt sub pumps + installation + freight | 11,014.00 | 11,014.00 | | | |
| Young Trucking, INC | 95660 | Hauling sludge from Blucher Poole - 12/18-12/29/17 - BP, ENV | 3,390.86 | | | 3,390.86 | |
| Young Trucking, INC | 95661 | Hauling sludge from Dillman WWTP - 12/18-12/19/17 - DR, ENV | 6,920.80 | | | 6,920.80 | |

Grand total:

| | | | | |
|------------|-----------|----------|-----------|--------|
| 161,611.89 | 92,269.21 | 2,876.59 | 66,299.17 | 166.92 |
|------------|-----------|----------|-----------|--------|

**UTILITIES SERVICE BOARD MOTION
MEETING ON JANUARY 22, 2018**

| | |
|----------------------------------|------------------------|
| To: Utilities Service Board | From: Kim Robertson |
| Dept. | Dept. Accounts Payable |
| Sub: Claims list filed: 01/18/18 | Date: 01/18/18 |
| USB: 1/22/2018 | |
| For Period: 12/23/17 - 01/05/18 | Paydate: 01/26/18 |
| G/L Date: 01/26/18 | |

Utilities Department invoices filed with the City Controller January 18, 2018 and signed by the Utilities Service Board for payment January 26, 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 | 8,993.84 |
| 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: | \$8,993.84 |
| Wastewater Operations & Maintenance | 9,862.42 |
| Wastewater Construction | 0.00 |
| Wastewater Sinking | 0.00 |
| Total of Wastewater Utilities as per the invoice list: | \$9,862.42 |
| Stormwater | 23.83 |
| Stormwater Construction | 0.00 |
| Total of Stormwater Utility as per the invoice list: | \$23.83 |
| Total Water Utility: | \$8,993.84 |
| Total Wastewater Utility: | \$9,862.42 |
| Total Stormwater Utility: | \$23.83 |
| TOTAL WATER, WASTEWATER & STORMWATER UTILITIES | \$18,880.09 |

City of Bloomington Utilities
Accounts Payable by G/L Distribution Report
Paydate: 01/26/18

| Vendor | Invoice No. | Invoice Description | Invoice Amount | Water O&M | Wastewater O&M | Stormwater O&M |
|---|------------------|--|----------------|-----------|----------------|----------------|
| American Water Works Association | Kevin White 2018 | PUR17-542 Annual Membership 2018 - Kevin White | 230.00 | 230.00 | | |
| American Water Works Association | Laura Pettit2018 | ADMIN17-229 Annual membership dues - Laura Pettit | 224.00 | 224.00 | | |
| American Water Works Association | Nancy Axsom 2018 | ENG18-001 Membership Dues 2018 - Nancy Axsom | 230.00 | 230.00 | | |
| Black Lumber Co INC | 349858 | Plywood, screws, wood glue, paint, brushes - TD | 160.92 | 160.92 | | |
| Black Lumber Co INC | 350001 | Partical board, 2x4's, hinges, bits for South & East tank - TD | 48.30 | 48.30 | | |
| Black Lumber Co INC | 350428 | 18" Pilot light control - TD, PUR | 7.99 | 3.20 | 4.79 | |
| Cintas First Aid & Safety #2 | 5009641493 | Restock first aid cabinet @ Monroe - 01/03/18 - MN | 64.60 | 64.60 | | |
| Cosner's Ice Company | 116016605 | 40 Bags of ice delivered 01/03/18 - SW, TD | 58.00 | 23.20 | 31.90 | 2.90 |
| Executive Management Services, INC | 223392 | Monthly cleaning service @ Service Center - Jan 2018 - SC | 4,048.00 | 1,619.20 | 2,428.80 | |
| Executive Management Services, INC | 223393 | Monthly cleaning service @ Dillman WWTP - Jan 2018 - DR | 1,097.00 | | 1,097.00 | |
| Executive Management Services, INC | 223394 | Monthly cleaning service @ Blucher Poole - Jan 2018 - BP | 812.00 | | 812.00 | |
| Fastenal Company | INBLM203292 | Restock supplies in machine - 01/05/18 - PUR | 104.48 | 41.79 | 62.69 | |
| HP Products Corporation | 13288132 | 1 cs C-pull wiper, 3 cs Z prem fold towels - MN | 394.20 | 394.20 | | |
| HP Products Corporation | 13291848 | 2 cs wiper/paper towels - MN | 422.96 | 422.96 | | |
| Indiana Oxygen Co | 01706020 | Compressed gases (argon, carbon dioxide - DR | 38.00 | | 38.00 | |
| Industrial Service & Supply, INC | 53205 | Suction hose, cam-locs, nipple, clamps, ball valve for 2"pump-TD | 249.71 | 99.88 | 137.34 | 12.49 |
| Industrial Service & Supply, INC | 53239 | 1/4" air hose, connectors for line to sludge valve-MN | 45.99 | 45.99 | | |
| Ivy Tech Community College | James White WT-5 | MN17-421 Test fee for WT-5 exam - James White | 30.00 | 30.00 | | |
| JCI Jones Chemicals, INC | 744930 | Sodium hypochlorite - 4,807 @ .7960 delivered 01/05/18 - MN | 3,826.37 | 3,826.37 | | |
| Koorsen Fire & Security, INC | PIN110798 | Panic button alarm service - 02/01-04/30/18 - SC | 81.94 | 32.78 | 49.16 | |
| Kroger Limited Partnership I | 004762 | 7 New propane tanks for TD Dept - TD, PUR | 335.93 | 134.37 | 201.56 | |
| Logical Concepts, INC (Omnisite) | 57481 | Monthly cellular fee for XR-50 Omni-site-01/01-01/31/18 - ENG | 1,150.00 | | 1,150.00 | |
| Menards, INC | 83784 | Propane, strikers, igniters for thawing meters - MS, TD | 66.41 | 66.41 | | |
| Menards, INC | 83789 | Face mask, propane torch kit - MN | 59.96 | 59.96 | | |
| Menards, INC | 83792 | Weed burners & propane tanks - MS, TD | 350.61 | 350.61 | | |
| Menards, INC | 83912 | Extension cords, bulb sockets, pvc elbows, nipples,connectors-TD | 168.89 | 67.56 | 92.89 | 8.44 |
| Menards, INC | 83961 | 4 Air hoses, 4 1/4" plug steel Ind-fe, 4 2gal compressor - MN | 279.68 | 279.68 | | |
| Republic Services, INC | 0694-001993924 | Trash removal @ Dillman WWTP - 01/01-01/31/18 - DR | 555.22 | | 555.22 | |
| Southern Indiana Parts, INC (Napa Auto Parts) | 183082 | De-icer, motor treat, start fluid, armor all, oil - SC | 168.52 | 67.41 | 101.11 | |
| Southside Rental Center, INC | 11019 | Propane - TD, SC | 166.60 | 66.64 | 99.96 | |
| Staples Contract & Commercial, INC | 3364787723 | Card holder, pens, label maker, label tape, calendar - MN | 403.81 | 403.81 | | |
| State Of Indiana | 000254564 | Annual solid waste landfill operation/monitor wells - ENV | 3,000.00 | | 3,000.00 | |
| Grand total: | | | 18,880.09 | 8,993.84 | 9,862.42 | 23.83 |

ACH
INTERDEPARTMENTAL
MEMO

To: Utilities Service Board
Sub: Scheduled ACH payment

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

G/L DATE: 01/18/18

| | |
|--------------------------------|------------|
| Water Operations & Maintenance | 0.00 |
| Water Construction | 0.00 |
| Water Meter Deposit | 0.00 |
| Water Sinking | 200,395.09 |
| Water Hydrant Meter Rental | 0.00 |
| Water Debt Reserve | 0.00 |

| | |
|--|--------------|
| Total of Water Utilities as per the claims list: | \$200,395.09 |
|--|--------------|

| | |
|-------------------------------------|------|
| Wastewater Operations & Maintenance | 0.00 |
| Wastewater Construction | 0.00 |
| Wastewater Sinking | 0.00 |
| Wastewater Debt Reserve | 0.00 |

| | |
|---|--------|
| Total of Wastewater Utilities as per the claims list: | \$0.00 |
|---|--------|

| | |
|-------------------------|------|
| Stormwater | 0.00 |
| Stormwater Construction | 0.00 |

| | |
|---|--------|
| Total of Stormwater Utility as per the claims list: | \$0.00 |
|---|--------|

| | |
|----------------------|--------------|
| Total Water Utility: | \$200,395.09 |
|----------------------|--------------|

| | |
|---------------------------|--------|
| Total Wastewater Utility: | \$0.00 |
|---------------------------|--------|

| | |
|---------------------------|--------|
| Total Stormwater Utility: | \$0.00 |
|---------------------------|--------|

| | |
|---|---------------------|
| TOTAL WATER, WASTEWATER & STORMWATER UTILITIES | \$200,395.09 |
|---|---------------------|

ACH - Bank of New York - 2011 SRF Loan Payment - January 2018

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

SRF Payment - Due January 2018

| Vendor | Invoice No. | Invoice Description | Invoice Amount | Water Sinking |
|------------------|--------------|---|----------------|---------------|
| Bank Of New York | ACCT18-112-1 | SRF Bloomington TAS#610026-2011 SRF Loan - Jan 2018 | 200,395.09 | 200,395.09 |
| Grand total: | | | 200,395.09 | 200,395.09 |

**UTILITIES SERVICE BOARD MOTION
MEETING ON JANUARY 22, 2018
UTILITY BILLS**

| | |
|----------------------------------|------------------------|
| To: Utilities Service Board | From: Kim Robertson |
| Dept. | Dept. Accounts Payable |
| Sub: Claims list filed: 01/17/18 | Date: 01/17/18 |
| USB: 1/22/2018 | |
| For Period: 01/03/17 - 01/17/18 | Paydate: 01/17/18 |
| G/L Date: 01/17/18 | |

Utilities Department invoices filed with the City Controller January 17, 2018 and signed by the Utilities Service Board for payment January 17, 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 | 4,882.81 |
| Water Construction | 0.00 |
| Water Meter Deposit | 0.00 |
| Water Sinking | 0.00 |
| Water Hydrant Meter Rental | 0.00 |
| | <u>\$4,882.81</u> |
| Total of Water Utilities as per the invoice list: | <u>\$4,882.81</u> |
| | |
| Wastewater Operations & Maintenance | 44,369.55 |
| Wastewater Construction | 0.00 |
| Wastewater Sinking | 0.00 |
| | <u>\$44,369.55</u> |
| Total of Wastewater Utilities as per the invoice list: | <u>\$44,369.55</u> |
| | |
| Stormwater | 0.00 |
| Stormwater Construction | 0.00 |
| | <u>\$0.00</u> |
| Total of Stormwater Utility as per the invoice list: | <u>\$0.00</u> |
| | |
| Total Water Utility: | <u>\$4,882.81</u> |
| Total Wastewater Utility: | <u>\$44,369.55</u> |
| Total Stormwater Utility: | <u>\$0.00</u> |
| | |
| TOTAL WATER, WASTEWATER & STORMWATER UTILITIES | <u>\$49,252.36</u> |

City of Bloomington Utilities
Accounts Payable by G/L Distribution Report
Paydate: 01/17/18

Utility Bills

| Vendor | Invoice No. | Invoice Description | Invoice Amount | Water O&M | Wastewater O&M |
|--|------------------|--|----------------|-----------|----------------|
| AT&T | 8123347689 01/18 | Service - Utilities - 01/07-02/06/18 - SC | 155.03 | 62.01 | 93.02 |
| AT&T | 01/09/18 Plants | Long Distance - Blucher, Dillman & Monroe - December 2017 | 1.83 | 1.07 | .76 |
| Comcast Cable Communications, INC | 01/02/18 | Service-Service Center #8529-20-119-0490580 - 01/15-02/14/18 -SC | 19.06 | 7.62 | 11.44 |
| DirecTV, LLC | 33278687335 | Service - Blucher Poole - 01/10-02/09/18 - BP | 61.99 | | 61.99 |
| Duke Energy | 01/17/18 | Service - Dec - Jan 2018 - LS, BS, SC, TD, WT | 3,547.74 | 1,386.86 | 2,160.88 |
| Smithville Telephone Co Inc | 01/02/18 BP | Service - Blucher, fax, modem - 12/01-01/01/18 - BP | 279.35 | | 279.35 |
| Smithville Telephone Co Inc | 01/02/18 DR | Service - Dillman, fax - 12/01-01/01/18 - DR | 240.57 | | 240.57 |
| Smithville Telephone Co Inc | 01/02/18 MN | Service - Monroe, fax, intake, DSL - 12/01-01/01/18 - MN | 283.79 | 283.79 | |
| South Central Indiana REMC | 2093400200 12/17 | Service - Blucher Poole - 11/17-12/19/17 - BP | 28,926.30 | | 28,926.30 |
| Utilities District of Western Indiana REMC | 52184-001 01/18 | Service - Fieldstone LS - 12/01-01/01/18 - LS | 816.00 | | 816.00 |
| Utilities District of Western Indiana REMC | 75843-001 01/18 | Service - Stonechase LS - 12/01-01/01/18 - LS | 152.00 | | 152.00 |
| Vectren | N0814658 01/18 | Service - S Central BS - 12/05-01/05/18 - BS | 202.52 | 202.52 | |
| Vectren | N0833866 01/18 | Service - Blucher Poole - 11/29-01/03/18 - BP | 4,721.23 | | 4,721.23 |
| Vectren | N1035813 01/18 | Service - Monroe WTP - 12/01-01/03/18 - MN | 2,176.18 | 2,176.18 | |
| Vectren | N1059811 01/18 | Service - Dillman WWTP - 12/01-01/03/18 - DR | 5,616.24 | | 5,616.24 |
| Vectren | N1078457 01/18 | Service - Service Center - 12/05-01/05/18 - SC | 1,617.46 | 646.98 | 970.48 |
| Vectren | N1236302 01/18 | Service - Tamarron LS - 12/01-01/03/18 - LS | 145.61 | | 145.61 |
| Vectren | N1244359 01/18 | Service - Washington St Storage - 12/05-01/05/18 - SC | 289.46 | 115.78 | 173.68 |
| Grand total: | | | 49,252.36 | 4,882.81 | 44,369.55 |

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

| | |
|--|---------------------|
| INDIANA DEPARTMENT OF REVENUE (SALES TAX - NOVEMBER, 2017) | \$69,460.70 |
| INDIANA DEPARTMENT OF REVENUE - RECEIPTS TAX 4TH QUARTER UTILITY RECEIPTS TAX | \$62,405.66 |
| NPC CHARGE CARD FEES - NOVEMBER, 2017 | \$21,226.86 |
| FIRST FINANCIAL ACCOUNT ANALYSIS FEES - NOVEMBER, 2017 | \$1,804.13 |
| GROSS PAYROLL 1/19/2018 | \$320,935.83 |
| FICA TAX 1/19/2018 | \$23,226.94 |
| TOTAL | \$499,060.12 |



MEMORANDUM

TO: Utilities Service Board
FROM: Phil Peden, Utilities Engineer
DATE: 01/18/2018
RE: South Central Interceptor (Switchyard Park Interceptor)

Funding Source: Wastewater

Total Dollar Amount of Contract: \$25,000 (\$623,000 total)

Expiration Date of Contract:

Department Head Initials of Approval:

Due Date For Signature: USB Meeting January 18, 2018

Record Destruction Date (Legal Dept to fill in):

Summary:

The South Central Interceptor (SCI) has been designed and partially installed from 100' north of Gordon Pike to near the intersection of Davis and Walnut, for approximately 12,000 feet of pipe. Monroe County is underway with a project to replace the bridge in Gordon Pike (part of their Fullerton Pike Project) where our existing sewer interceptor lays and just south from where our current SCI design ends. We need to take advantage of the time we have before they construct the much larger bridge and get our new sewer through this area. If we wait we will have severe limitations, with the new bridge and its support pilings, to ever get a new sewer interceptor through here with the open-cut installation method. This amendment will allow us to get our design to the engineers representing the County bridge project by January 31st (their due date for us). From there, we intend on issuing a change order to our contractor to have them construct the additional 300' of sewer interceptor sometime later this year.

INDIANA DEPARTMENT OF TRANSPORTATION
PRELIMINARY ENGINEERING AGREEMENT

Agreement Amount: \$20,000.00 Des No: 1297885
Agreement Type: Preliminary Engineering Project No: 1297885
Work Description: New Interstate Road: I 69
County: Monroe

This Agreement, made and entered into this _____ day of _____, 20____, by and between

City of Bloomington Utilities Department by it's Utilities Service Board

600 East Miller Drive

Bloomington, IN. 47404

(hereinafter referred to as the Utility,) and the State of Indiana, through the INDIANA DEPARTMENT OF TRANSPORTATION, (hereinafter referred to as INDOT or State), together referred to as the parties.

WITNESSETH:

WHEREAS, INDOT desires to build an Interstate as referenced by the Des No. and Project No. given above (hereinafter referred to as the "project"); and

WHEREAS, INDOT has determined the Utility to be eligible for reimbursement;

WHEREAS, due to said highway construction certain adjustments, removals, alterations, and/or relocations of the existing facilities of the Utility will have to be made;

WHEREAS, INDOT will recommend approval of this project, if applicable, to the Federal Highway Administration for construction with funds apportioned to INDOT under Title 23, United States Code and Acts amendatory thereof and supplementary thereto;

WHEREAS, it is necessary for the parties hereto to comply with the applicable terms and provisions of the Federal-Aid Policy Guide (hereinafter called the Policy Guide and available at <http://www.fhwa.dot.gov/legregs/directives/cfr23toc.htm> on the FHWA website) and 23 CFR 645 Subpart A, which is hereby incorporated by reference, in order to receive reimbursement;

WHEREAS, it is in the best interest of the Utility and INDOT for the Utility to make the necessary preliminary investigations, plans, specifications, and estimates for the adjustments, removals, alterations and/or relocations of its existing facilities with the Utility's regular engineering forces or by an approved Engineering Consultant, or to perform exploratory excavation by using a contractor paid under a contract let by the Utility with the approval of INDOT as provided for under 23 CFR 645.109.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL AGREEMENTS AND COVENANTS HEREIN CONTAINED (THE ADEQUACY OF WHICH CONSIDERATIONS AS TO EACH OF THE PARTIES TO THIS AGREEMENT IS HEREBY MUTUALLY ACKNOWLEDGED), AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED AND INTENDING TO BE LEGALLY BOUND, THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

SECTION 1 - DESCRIPTION OF WORK AND ITEMIZED COST ESTIMATE

The Utility with its regular engineering staff personnel at its standard schedule of salaries, wages and working hours or by an approved Engineering Consultant, will make the necessary preliminary investigations, and develop cost estimates based upon the plans and specifications generated by INDOT, for the adjustments, removals, alterations, and/or relocations of its existing facilities.

The Utility may elect to use an approved contractor to perform all or part of the exploratory excavation as is required to determine alignment and elevation of existing facilities.

The Utility has authority under this agreement to perform or have performed engineering work involving the investigation of present facilities, conferring with INDOT personnel and duly authorized personnel of engineering organizations or contractors doing work for INDOT, determining alternate schemes for proposed relocation of facilities and making "rough" design, and "rough" estimates for comparative purposes.

The itemized cost estimate for preliminary engineering work is set forth in attached Exhibit "A", incorporated by reference, and prepared in accordance with the Policy Guide.

SECTION 2 - WORK COMMENCEMENT

The Utility, or its selected consultants and/or contractors, shall not start any preliminary engineering work until written authorization has been given the Utility by INDOT.

SECTION 3 - PAYMENTS

All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Utility in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this agreement except as permitted by IC 4-13-2-20.

SECTION 3 (A) - STANDARD PAYMENT METHOD

INDOT shall reimburse the Utility according to the terms of this agreement for any item of work or expense involved if performed at the written direction of the INDOT. INDOT shall reimburse the Utility for actual cost of the work completed upon presentation of a detailed itemized bill.

The Utility may submit one bill per month for work covered by this agreement. The Utility shall attach an itemization of cost incurred. This itemization of cost shall appear in the same form and manner as the estimate for preliminary engineering work shown in Exhibit "A".

Within forty-five (45) days after receipt of the itemized bill from the Utility and the approval thereof by the INDOT, INDOT will reimburse the Utility for its actual expense. If INDOT does not agree with the amount billed by the Utility, INDOT will send the Utility a letter by regular mail and list the differences. The letter will be sent to the Utility's

address as shown on page 1 of this agreement, or such subsequent address that the Utility may give INDOT's authorized representative.

Making a partial payment shall not abrogate INDOT's right to dispute in good faith the Utility's claim for compensation. Such good faith disputes shall be resolved upon presentation of the Utility's final billing and the resolution of any audit performed according to Section 6 of this agreement.

SECTION 4 - COST INCREASES

Should the accumulated cost of the preliminary engineering work materially exceed the itemized cost estimate shown in Exhibit "A", due to conditions not known or anticipated at the time of estimate preparation, and no substantial change in the scope of the engineering work has taken place, the Utility shall notify INDOT in writing of such fact and the reasons therefore as promptly as possible.

INDOT shall make every effort to expedite the payment of any approved cost increase above the amount originally agreed upon.

SECTION 5 - FINAL BILL

The Utility shall present its final bill accompanied by an itemized cumulative bill within ninety (90) days of completion of the preliminary engineering work. All documents required to substantiate any claims for payment shall be submitted with this final bill. Such supporting documentation shall include, but shall not be limited to, copies of material invoices, time sheets, consultant and/or contractor invoices and other such documentation as may be deemed necessary by INDOT to support such final bill.

SECTION 6 - RECORDS

The accounts and records of the Utility and any consultant and/or contractor involved in carrying out the proposed preliminary engineering work shall be kept in such manner that they may be readily audited and actual cost determined, and such accounts shall be available for audit by auditors of INDOT, and the Federal Highway Administration for a period of not less than three (3) years from the date final payment has been received by the Utility in accordance with 23 CFR 645.117. In the event of a dispute with regard to the allowable expenses or any other issue under this Agreement, the Utility shall thereafter continue to maintain the accounts and records until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

Upon completion of the Utility's preliminary engineering work, INDOT's Division of Accounting and Control may audit the Utility's records to determine the cost of the preliminary engineering work. Such audit shall be in accordance with generally accepted auditing standards and the appropriate cost principles as set forth in 48 CFR part 31.

Final payment shall be in accordance with INDOT's resolution of the final audit. If additional money is due the Utility, INDOT shall make payment to the Utility within forty-five (45) days after the audit resolution is approved by INDOT's Division of Accounting and Control. If the audit resolution shows that the Utility has been overpaid, INDOT shall bill the Utility for such overpayment and provide supporting documentation. The Utility shall pay INDOT within forty-five (45) days after receipt of such bill. If the Utility has not paid such bill within forty-five (45) days, INDOT may offset such amount against claims that the Utility has against INDOT.

SECTION 7 - NON-DISCRIMINATION

- A. Pursuant to I.C. 229110, the Utility and its Contractor and subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Contract.

B. The UTILITY understands that INDOT is a recipient of federal funds. Pursuant to that understanding, the UTILITY and its Contractor and subcontractors, if any, agree that if the UTILITY employs fifty (50) or more employees and does at least \$50,000.00 worth of business with INDOT and is not exempt, the UTILITY will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The UTILITY shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

SECTION 8 - GENERAL LIABILITY PROVISIONS

The Utility for itself, its employees, agents and representatives, shall indemnify, protect and save harmless the Indiana Department of Transportation, and the State of Indiana from and against any and all legal liabilities and other expenses, claims, cost, losses, suits or judgements for damages, or injuries to or death or persons or damage to or destruction of property (hereafter "Claim"), arising out of intentional tortious acts or whether due in whole or in part to the negligent acts of omissions of the Utility, its employees or Consultant and/or Contractor, in relation to or in connection with any work performed or to be performed pursuant to this agreement, provided however, that where the State has been found liable by a court, tribunal or governing body entitled to make such a determination for intentional tortious acts and/or negligence with respect to the occurrence or occurrences giving rise to the Claim, the Utility shall have no duty to indemnify, protect, or save harmless either the Indiana Department of Transportation or the State.

Notwithstanding the preceding provisions of this Section, if applicable to the Utility, I.C. 34-13-3 will be controlling.

SECTION 9 - INCORPORATION OF THE UTILITY POLICY GUIDE

The Program Guide forms an essential part of this agreement, and the terms or provisions of this agreement in no way abrogate or supersede the terms or provisions set forth in said Policy Guide.

SECTION 10 - PENALTIES/INTEREST/ATTORNEY'S FEES

INDOT will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, and/or attorney's fees, except as required by Indiana law.

SECTION 11 - COMPLIANCE WITH LAWS; APPLICABLE LAW

The UTILITY agrees to comply with all federal, state and local laws, rules, regulations, or ordinances that are applicable at the time the UTILITY's services pursuant to this Contract are rendered, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any Indiana or federal statute or the promulgation of regulations there under after execution of this Contract shall be reviewed by the Office of the Indiana Attorney General and the UTILITY to determine whether the provisions of this Contract require formal amendment.

This contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

SECTION 12 - BINDING UPON SUCCESSORS OR ASSIGNS

This agreement shall be binding upon the parties and their successors and assigns.

SECTION 13 - COMPLIANCE WITH TELEPHONE SOLICITATIONS ACT

As required by IC 5-22-3-7:

- (1) the UTILITY and any principals of the UTILITY certify that
 - (A) the UTILITY, except for de minimis and nonsystematic violations, has not violated the terms of
 - (i) IC 24-4.7 [Telephone Solicitation Of Consumers],
 - (ii) IC 24-5-12 [Telephone Solicitations], or

- (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
 - (B) the UTILITY will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.
- (2) The UTILITY and any principals of the UTILITY certify that an affiliate or principal of the UTILITY and any agent acting on behalf of the UTILITY or on behalf of an affiliate or principal of the UTILITY:
- (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

SECTION 14 – CONFLICT OF INTEREST

- A. As used in this section:
- “Immediate family” means the spouse and the unemancipated children of an individual.
- “Interested party,” means:
1. The individual executing this Contract;
 2. An individual who has an interest of three percent (3%) or more of the Utility;
- or
3. Any member of the immediate family of an individual specified under subdivision 1 or 2.
- “Department” means the Indiana Department of Administration.
- “Commission” means the State Ethics Commission.
- B. The Department may cancel this Contract without recourse by the Utility if any interested party is an employee of the State of Indiana.
- C. The Department will not exercise its right of cancellation under section B above if the Utility gives the Department an opinion by the Commission indicating that the existence of this contract and the employment by the State of Indiana of the interested party does not violate any statute or code relating to ethical conduct of state employees. The Department may take action, including cancellation of this Contract consistent with an opinion of the Commission obtained under this section.
- D. The Utility has an affirmative obligation under this Contract to disclose to the Department when an interested party is or becomes an employee of the State of Indiana. The obligation under this section extends only to those facts that the Utility knows or reasonably could know.

SECTION 15 - FUNDING CANCELLATION

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of a contract, the contract shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

SECTION 16 – DRUG-FREE WORKPLACE CERTIFICATION

The Utility hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Utility will give written notice to the State within ten (10) days after receiving actual notice that an employee has been convicted of a criminal drug violation occurring in the Utility’s workplace.

False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the contract or agreement and/or debarment of contracting opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total Contract amount set forth in this Agreement is in excess of \$25,000.00, the Utility hereby further agrees that this agreement is expressly subject to the terms, conditions and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts with and grants from the State of Indiana in excess of \$25,000.00. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Utility and made a part of the contract or agreement as part of the contract documents.

The Utility certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Utility's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform their employees of (1) the dangers of drug abuse in the workplace; (2) the Utility's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace.
- C. Notifying all employees in the statement required by subparagraph (a) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the Utility of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (c)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (c)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (a) through (e) above.

SECTION 17 – DEBARMENT and SUSPENSION

The UTILITY certifies, by entering into this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this agreement by any federal agency or department agency or political subdivision of the State of Indiana. The term "principal" for the purposes of this agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the UTILITY.

SECTION 18 – Certification for FederalAid Contracts Lobbying Activities

The UTILITY certifies, by signing and submitting this Contract, to the best of its knowledge and belief, that the UTILITY has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress,

an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Contract, grant, loan, or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The UTILITY also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

SECTION 19 - ETHICS

The UTILITY and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 *et seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the UTILITY is not familiar with these ethical requirements, the UTILITY should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ethics/>. If the UTILITY or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this contract immediately upon notice to the UTILITY. In addition, the contractor may be subject to penalties under Indiana Code § 4-2-6-12.

SECTION 20 – NON-COLLUSION AND ACCEPTANCE

The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

[The remainder of this page is intentionally left blank]

IN WITNESS HEREOF, the parties hereto separately and severally have caused this instrument to be executed in their respective names by and through their duly authorized officers.

THE UTILITY:

ATTEST:

(Utility Name)

(Secretary of Utility - Signature)

(Signature of Officer)

(Secretary's Name, Printed or Typed)

(Officer's Name, Printed or Typed)

(Officer's Position)

ACKNOWLEDGEMENT

State of _____ County of _____ SS:

Before me, the undersigned Notary Public in and for said County and State, personally appeared

(Names and offices of signers of Utility)

(Name of Utility)

and acknowledged the execution of the foregoing contract on the _____ day of _____, 20____.

Witness my hand and seal the said last day.

My commission Expires: _____ day of _____, 20____.

(Signature)

(Seal)

(Notary Public, Printed or Type)

The State of Indiana
By the Indiana Department of Transportation

By:

Michael Jett
Statewide Director of Utilities and Railroads
Capital Program Management
For: Joseph McGuiness
Commissioner

A C K N O W L E D G E M E N T

State of _____ County of _____ SS:

Before me, the undersigned Notary Public in and for said County and State, personally appeared

Michael Jett, Statewide Director of Utilities and Railroads, Indiana Department of Transportation

and acknowledged the execution of the foregoing contract on this _____ day of _____, 20 ____.

Witness my hand and seal the said last day.

My Commission Expires: _____ day of _____, 20 ____

(Signature)

(Seal)

(Notary Public, Printed or typed)

APPROVED AS TO LEGALITY AND FORM:

Gregory F. Zoeller,
Attorney General of Indiana

Date Approved



MEMORANDUM

TO: Chris Wheeler
FROM: Brad Schroeder
DATE: January, 2018
RE: Arcadis contract for Monroe Filter Evaluation

Funding Source: 009-U13121

Total Dollar Amount of Contract: Not-to-exceed \$67,800.00

Expiration Date of Contract: October 31, 2018

Department Head Initials of Approval:

Due Date For Signature: January 22, 2018

Record Destruction Date (Legal Dept to fill in):

Legal Department Internal Tracking #:

PREVIOUSLY REVIEWED BY & RETURN SIGNED CONTRACT TO THIS ATTORNEY:

ATTORNEY IS TO RETURN SIGNED CONTRACT TO THIS DEPARTMENTAL EMPLOYEE:

Summary of Contract:

Engineering services to optimize water treatment process at the Monroe Water Treatment Plant (WTP) in order to better manage filter performance during periods of high algal growth.

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 15th 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 \$1,000,000 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

City of Bloomington Utilities
Utilities Service Board

By: _____ dated
Samuel K. Frank
President

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

John Hamilton, Mayor dated
City of Bloomington

Consultant

SwovaTech, Inc. DBA Swova

By: _____ dated
Angie Jennings
President

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

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

EXHIBIT "C"

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 _____ day of _____, 2018.

Signature

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: Utilities Service Board
FROM: Accounting Department
DATE: January 22, 2018
RE: Uncollectible Accounts Receivable

In accordance with the Indiana Code section 36-9-23-33 subsection (1), the Utilities staff would like to expense 536 uncollectible wastewater accounts that are at least 90 days overdue with an outstanding balance of less than \$40. The total dollar value to be written-off is \$8,923.82. This section of the Indiana Code allows for a board to write-off a wastewater fee or penalty that is less than forty dollars.

Pursuant to the resolution passed by the Utilities Services Board on October 29, 2007, the Utilities staff would like to expense 574 uncollectible water accounts that are at least 90 days overdue with an outstanding balance of less than \$40. The dollar value to be written-off is \$10,323.11.

AGREEMENT FOR CONTRACTOR 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"), and D&M Systems, Inc., a for profit corporation duly incorporated in the State of Indiana with its principal place of business located at 6516 S. Thomas Ct., Owensburg, IN 47453, (hereinafter referred to as the "CONTRACTOR");

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **fabrication and installation**, (more particularly described in **Exhibit "A"**, "Scope of Work"); and

WHEREAS, CONTRACTOR is capable of performing said work; and

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

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

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

ARTICLE 1. EFFECTIVE DATE AND TERM

1.01 The effective date of this agreement shall be the date last entered in the signature blocks below. This Agreement shall terminate upon completion of all work performed and accepted by the City and final payment made to Contractor. In accordance with *Indiana Code 5-16-13 et seq.*, incorporated herein by reference, Contractor is a Tier 1 contractor or general contractor for this project.

ARTICLE 2. SERVICES

2.01 CONTRACTOR shall complete all work required under this Agreement in a workmanlike and timely fashion. Substantial Completion shall mean completion of all work.

2.02 It is hereby understood by both parties that time is of the essence in this Agreement.

ARTICLE 3. COMPENSATION

3.01 CONTRACTOR shall provide services as specified in **Exhibit "A"** which is attached hereto and incorporated into this Agreement.

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed Seventeen Thousand Five Hundred and Zero One-Hundredths (\$17,500.00)

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

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

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

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

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

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

ARTICLE 4. RETAINAGE

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

The rest of this section is 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 has been delivered to CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to CONTRACTOR. In the alternative, CITY, at its option, may terminate this Agreement and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by CONTRACTOR, and may finish the project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his surety, shall pay the difference to CITY.

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

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

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

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

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

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

5.03 **Successors and Assigns.**

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

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

to relieve CONTRACTOR of any responsibility of the fulfillment of this Agreement.

5.04 Extent of Agreement: Integration.

5.04.01 This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Quote Documents.
4. All plans as provided for the work that is to be completed.
5. Any and all Specifications.
6. CONTRACTOR'S submittals.

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

5.05 Insurance.

5.05.01 CONTRACTOR shall maintain such insurance as will protect it 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, | \$1,000,000 per occurrence and \$2,000,000 in the aggregate |

contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)

| | |
|---|---|
| Products/Completed Operation | \$1,000,000 |
| Personal & Advertising Injury Limit | \$1,000,000 |
| Each Occurrence Limit | \$1,000,000 |
| Fire Damage (any one fire) | \$50,000 |
| D. Comprehensive Auto Liability (single limit, owned, hired and non-owned) Bodily injury and property damage. | \$1,000,000 each accident |
| E. Umbrella Excess Liability | \$5,000,000 each occurrence and aggregate |
| The Deductible on the Umbrella Liability shall not be more than | \$10,000 |

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

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

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

5.05.04 Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with CITY prior to commencement of work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed

until at least sixty (60) days' prior written notice has been received by CITY. The CITY shall be named as an additional insured on the Commercial General Liability, Automobile Liability, and Umbrella Excess Liability policies. The CONTRACTOR shall agree to a waiver of subrogation on its Worker's Compensation policy.

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

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

5.08 Non-Discrimination.

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

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

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

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

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

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

5.08.03

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

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

5.09 Workmanship and Quality of Materials.

5.09.01

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

5.09.02

OR EQUAL: Wherever in any of the Agreement Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not

for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the ENGINEER. The approval by the ENGINEER of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the ENGINEER.

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

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

5.10.01 (Trench Safety 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.

5.12.01 For contracts in excess of \$100,000, CONTRACTOR shall provide CITY with a Performance Bond and Payment Bond in the amount of one hundred percent (100%) of the contract amount.

The rest of 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 | D&M Systems, Inc. |
| Attn: Mike Hicks | Attn: Tyler |
| 600 E. Miller Dr. | 6516 S. Thomas Ct., |
| Bloomington, IN 47401 | Owensburg, IN 47453 |

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:

D&M Systems, Inc.:
BY:

Samuel K. Frank, President
Utilities Service Board

Dated:

Pres. Charles M. Rumba

, CEO

D&M Systems, Inc.

1-18-18
Dated:

Vic Kelson, Director
City of Bloomington Utilities

Dated:

John Hamilton, Mayor
City of Bloomington

Dated:

EXHIBIT "B"

AFFIDAVIT REGARDING E-VERIFY

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

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

Charles M. Reeves
Signature

Charles M. Reeves
Printed name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared Charles Reeves and acknowledged the execution of the foregoing this 18 day of January, 2018.

My Commission Expires: 3/10/2023

County of Residence: Monroe

Laura M Pettit
Notary Public

Laura M Pettit
Name Printed

Commission # 665151



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 18 day of Jan, 2018.

Charles M. Reeves
Signature

Charles M. Reeves
Printed name

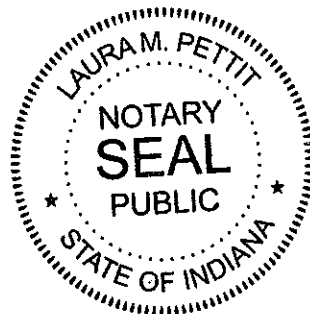
STATE OF INDIANA)
) SS:
COUNTY OF)

Before me, a Notary Public in and for said County and State, personally appeared Charles Millard Reeves and acknowledged the execution of the foregoing this 18 day of January, 2018.

My Commission Expires: 3/10/2023

County of Residence: Monroe

Laura M Pettit
Notary Public
Name Printed
Commission # 665151





MEMORANDUM

TO: Utilities Service Board
FROM: Utilities Staff
DATE: 1/18/2018
RE: Complaint from Customer Margaret Menge

Summary: Customer called and spoke to CBU Customer Service representative Edie Henderson on 1/3/18. Customer feels that CBU fees are exploitative. Customer's usage is within normal range for a 2 person household. For easy reference, here are the current charges for residential CBU customers:

Water Monthly Usage And Fixed Charges

| Customer Classification | Rate Per 1,000 Gallons |
|-------------------------|---------------------------------|
| Residential | \$3.73 + 7% tax when applicable |

In Addition to the Above Usage Charges, Each Meter Will Be Billed A Fixed Monthly **Meter Charge** Based on Meter Size:

| Meter Size | Charge | Meter Size |
|------------|--------|------------|
| 5/8" | \$5.89 | 3" |

In Addition to the Above Usage Charges, Each Meter Will Be Billed A Fixed Monthly **Fire Protection Charge** Based on Meter Size:

| Meter Size | In City | Out of City |
|------------|---------|-------------|
| 5/8" | \$1.96 | \$3.28 |

Service Call

M-F, 7:30 AM to 6:00 PM: \$18.00
After Hours: \$54.00

Non-Sufficient Funds Charge

Each instance: \$25.00

Late Payment Charge

This charge shall be paid only once and shall be based on the unpaid over-due balance.

3% of Unpaid Balance

Deposit

Residential: Not to exceed \$25.00
Commercial: Not to exceed 1/6 of estimated annual bill

Wastewater Utility Charges

General Service Rates For Metered Water Users
Rate per 1,000 Gallons of all billable usage: \$7.76
PLUS - Fixed Monthly Meter Charge: \$7.95 per meter

Stormwater Utility Charges

All Single Family Residential Customers in the storm water system service area will be charged \$2.70 monthly.