

AGENDA
UTILITIES SERVICE BOARD MEETING

Utilities Service Board Room
City of Bloomington Utilities
600 E Miller Dr
Bloomington, Indiana 47402

Julie Roberts, President
Jim Sherman, Vice President
Jason Banach
Amanda Burnham
Jean Capler
Jeff Ehman
Sam Frank
Terri Porter, ex-officio
Jim Sims, ex-officio

February 5, 2018

5 00 P M Regular Meeting

- I Call to order
- II Approval of the minutes of previous meeting (Jan 22)
- III Approval of the claims
 - a Payables from 2017
 - b Standard Invoices
 - c Utility Bills
 - d Wire Transfers
 - e Customer Refunds
- IV Request Approval of Agreement with Wessler for Engineering Services related to Water Main Replacement Program – Jane Fleig
- V Request Approval of Smith Brehob Agreement for Engineering Services related to Water Main Replacement Program – Jane Fleig
- VI Request Approval of an Agreement for Utility Relocation with INDOT – Chris Wheeler
- VII Request Approval of Agreement for Professional Services with Bynum Fanyo for Sewer Infrastructure at New Hospital Location – Phil Peden
- VIII Request Approval of Agreement with HFI for Service Center Boiler Room Work – Cindy Shaw
- IX Request Approval of Agreement with Koorsen for Fire Suppression Inspection at Monroe Water Treatment Plant – Cindy Shaw
- X Request Approval of Agreement with Electric Plus for LED Light Installation at Blucher Poole Wastewater Treatment Plant – Cindy Shaw
- XI Old business
- XII New business
- XIII Subcommittee reports
- XIV Staff reports
- XV Petitions and communications*
- XVI Adjournment

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

UTILITIES SERVICE BOARD MEETING

January 22, 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, Amanda Burnham, Jean Capler, Julie Roberts, Jeff Ehman, and Jim Sims, ex-officio

Staff members present Tamara Roberts, Phil Peden, Jon Callahan, Tom Axsom, Kevin White, Brad Schroeder, John Langlely, Michelle Waldon, Chris Wheeler, Laura Pettit, and Vic Kelson

Frank acknowledged the work of CBU Assistant Director for T&D Axsom and T&D crew for working in zero degrees and snow to answer over 500 service calls for frozen meters and 10 broken water mains

ELECTION OF OFFICERS

Board member Burnham moved and board member Ehman seconded the motion to elect Roberts as President and Sherman as Vice President Motion carried, 6 ayes (1 member absent Banach)

Roberts took seat as president and led the remainder of the meeting Roberts thanked Frank for his leadership

MINUTES

Board Vice President Sherman moved and Burnham seconded the motion to approve the minutes of the January 8th meeting Motion carried, 6 ayes (1 member absent Banach)

CLAIMS

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

Vendor invoices submitted included \$95,145 80 from the Water Utility, \$66,299 17 from the Wastewater Utility, and \$166 92 from the Stormwater Utility Total Claims approved \$161,611 89

Motion carried, 6 ayes (1 member absent Banach)

Sherman moved and Burnham seconded the motion to approve second set of standard claims as follows

Vendor invoices submitted included \$8,993 84 from the Water Utility, \$9,862 42 from the Wastewater Utility, and \$23 83 from the Stormwater Utility Total Claims approved \$18,880 09

Motion carried, 6 ayes (1 member absent Banach)

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

Utility invoices submitted included \$200,395 09 from the Water Utility, \$0 00 from the Wastewater Utility, and \$0 00 from the Stormwater Utility Total Claims approved, \$200,395 09

Motion carried, 6 ayes (1 member absent Banach)

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

Utility invoices submitted included \$4,882 81 from the Water Utility, \$44,369 55 from the Wastewater Utility, and \$0 00 from the Stormwater Utility Total Claims approved \$49,252 36

Motion carried, 6 ayes (1 member absent Banach)

Sherman moved and Burnham seconded the motion to approve the wire transfers and fees in the amount of \$499,060 12

Motion carried, 6 ayes (1 member absent Banach)

REQUEST APPROVAL OF PRETREATMENT PERMIT FOR ORGANIZED LIVING

Sherman moved and Burnham seconded the motion to approve permit, motion carried, 6 ayes (1 member absent Banach)

CBU Pretreatment Coordinator Roberts presented a renewal of the permit for Organized Living, a manufacturer of closet organizing systems made of wood and metal Roberts reports that there are no changes to the permit and there have been no compliance issues with this company Board asked why the permit was not included in the packet, it was an oversight and not intentional Roberts offered to table permit until next meeting so Board could read permit but Board said that was not necessary

REQUEST APPROVAL FOR AMENDMENT TO THE S C INTERCEPTOR SEWER DESIGN AGREEMENT

Sherman moved and Burnham seconded the motion to approve amendment, motion carried, 6 ayes (1 member absent Banach)

CBU Engineer Peden presented a change to the design agreement with Greeley and Hansen for the South Central Sewer Interceptor The original design did not factor in a new bridge that is being built across Gordon Pike that is five times as large as the current bridge The change will cost an additional \$25,000 Peden also gave an update on the SCI project which is complete in the Switchyard park area and Infrastructure Systems is currently working up from Gordon Pike to Country Club Rd

REQUEST APPROVAL OF INDOT PRELIMINARY ENGINEERING AGREEMENT

Sherman moved and Burnham seconded the motion to approve agreement, motion carried, 6 ayes (1 member absent Banach)

Wheeler from City Legal presented a contract with INDOT which allows CBU to employ an engineer to review a proposal by INDOT for relocation of infrastructure GRW Incorporated is the "approved engineering firm" that CBU selected because they have reviewed the previous plans related to I69 This review will help CBU formulate an enlightened response to INDOT's proposal and resolve issues related to relocation plans, including feasibility and cost This contract does not waive any of CBU's negotiating rights, this is a step moving towards CBU's ability to properly negotiate The amount is \$20,000 00

REQUEST APPROVAL FOR AGREEMENT WITH ARCADIS FOR FILTER AND MWTP

Sherman moved and Burnham seconded the motion to approve agreement, motion carried, 6 ayes (1 member absent Banach)

CBU Assistant Director for Engineering Schroeder presented a contract for engineering services with Arcadis CBU Water Quality Coordinator Rachel Atz drafted the scope of work which aims to improve water quality at Monroe Water Treatment Plant Process changes at the plant have resulted in increased algae growth Arcadis will conduct process tests and make recommendations to reduce stress on filters and maybe coagulation changes to reduce algae in the first place Work will occur now and also in summer when algae is being produced This contract was not in the packet that was given to Board members prior to meeting The not-to-exceed amount is \$67,800 00

REQUEST APPROVAL FOR AGREEMENT WITH SWOVATECH FOR GIS CONSULTING

Sherman moved and Burnham seconded the motion to approve agreement, motion carried, 6 ayes (1 member absent Banach)

Schroeder presented agreement with Swovatech which will help CBU convert from Gennamap to ArcGIS Work has been done in-house, but CBU needs support to reach the goal of complete conversion by the end of the year CBU spoke to many firms and received proposals from two firms, Swovatech was both the lowest bid as well as the most comprehensive This software is what is used for all mapping functions and ArcGIS is the "Microsoft" of GIS i.e. widely used Not only does all the data need to move, CBU employees will need to be trained to utilize all the functions, such as web-based access in the field and asset management This initial phase is due April 15th and is a plan to complete conversion by the end of the year and is not to exceed \$15,940 00 The City is also moving to ArcGIS, but this contract is for CBU specifically Board President Roberts mentioned that GIS was used to rescue an IU student from Jordan culvert in 1994

REQUEST APPROVAL TO EXPENSE NON-COLLECTABLE ACCOUNTS RECEIVABLE

Sherman moved and Burnham seconded the motion to approve, motion carried, 6 ayes (1 member absent Banach)

CBU Assistant Director Finance Pettit presented 536 uncollectable wastewater accounts each under \$40 so they can't go to collections Total is 8,923 82 Roberts asked if the State wants us to write them off, Pettit said yes

REQUEST APPROVAL FOR CONTRACT WITH D&M FOR MWTP BRACING

Sherman moved and Burnham seconded the motion to approve permit, motion carried, 6 ayes (1 member absent Banach)

Pettit presented an agreement with service performed this past September by D&M A pump that was added in the 2010-12 plant expansion at MWTP did not have adequate bracing and vibrated This pump was activated after another pump was taken out of service for repairs D&M repaired the bracing on an emergency basis for \$17,500 Board asked where this is reflected in the budget CBU Director Kelson says this was part of the Water Quality CIP

DISCUSSION OF CUSTOMER COMPLAINT Customer did not come to meeting so this item was not discussed

OLD BUSINESS None

NEW BUSINESS None

SUBCOMMITTEE REPORTS None

STAFF REPORTS Kelson thanked Frank and welcomed Kevin White, new CBU Pretreatment Inspector DBP numbers for December were good, the annual average is around 50% of the maximum contaminant level Kelson presented data requested by Board, the median usage for a residential household is 3.38 per billing period and mean is 3.95 across all 19,401 accounts The totes used for a display at the City's 200th Anniversary New Year's Eve party are now on display at the Monroe County Courthouse Kelson thanked Axsom and CBU employee Ed Sherfield for putting the display together Board agreed that it looked good and was a nice reuse of materials

PETITIONS AND COMMUNICATIONS None

ADJOURNMENT The meeting was adjourned at 5:35 p.m.

Julie Roberts, President

**UTILITIES SERVICE BOARD MOTION
MEETING ON FEBRUARY 05, 2018**

PAYABLES

To	Utilities Service Board	From	Kim Robertson
Dept		Dept	Accounts Payable
Sub	Claims list filed 01/30/18	Date	01/30/18
	USB 2/5/2018		
	Foi Period 01/06/18 - 01/19/18	Paydate	02/09/18
	G/L Date 12/27/17		

Utilities Department invoices filed with the City Controller January 30 2018 and signed by the Utilities Service Board for payment February 09, 2018 as in accordance with the Utilities Service Board Resolution of August 7 1973, be hereby approved and entered into the minutes of today's meeting. A copy of the list is filed, with any exceptions noted, is hereby attached and made a part of these proceedings.

Water Operations & Maintenance	43,637.28
Water Construction	3,083.92
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>\$46,721.20</u></u>
Wastewater Operations & Maintenance	41,153.81
Wastewater Construction	0.00
Wastewater Sinking	0.00
Total of Wastewater Utilities as per the invoice list	<u><u>\$41,153.81</u></u>
Stormwater	184.13
Stormwater Construction	0.00
Total of Stormwater Utility as per the invoice list	<u><u>\$184.13</u></u>
Total Water Utility	<u><u>\$46,721.20</u></u>
Total Wastewater Utility	<u><u>\$41,153.81</u></u>
Total Stormwater Utility	<u><u>\$184.13</u></u>
TOTAL WATER, WASTEWATER & STORMWATER UTILITIES	<u><u>\$88,059.14</u></u>

City of Bloomington Utilities
Accounts Payable by G/L Distribution Report
Paydate 02/09/18

PAYABLES G/L Date 12/27/17

Vendor	Invoice No	Invoice Description	Invoice Amount	Water O&M	Water Construction	Wastewater O&M	Stormwater O&M
Aecom Technical Services	2000011865	W17 4102 - Dyer Tank Environmental Service to 01/12/18 ENG	1,092 50	1,092 50			
Astbury Gabriel Corp (ESG Laboratories)	17020410	Testing Digester grab 12/13/17 DR, ENV	149 00			149 00	
Astbury Gabriel Corp (ESG Laboratories)	17021218	Testing Effluent & influent comp, digester sludge 12/28/17-ENV	404 00			404 00	
B L Anderson Co , INC	P 7446	ENG17 089 Sanitaire parts for rehab of Dillman Aeration Basin #3	15,812 00			15,812 00	
Brehob Corporation	710013	BP17-192 Belt press #1 compressor repair	2,062 56			2,062 56	
City Of Bloomington	12/31/17 Fuel	Fuel charges for all Utilities vehicles Dec 2017 - ACCT	12,469 69	4,494 63		7,975 06	
Commercial Service Of Bloomington, INC	S142112	Reset valve in Eng conference room SC	93 60	37 44		56 16	
D & M Systems, INC	1586	ENG17 105 Fab & install of headers in filter bldg @ Monroe WWTP	17,500 00	17,500 00			
E&B Paving, INC	30007271	Asphalt - Water line 12/15/17 TD	428 48	428 48			
Electric Plus, INC	17246	S17 6110 BP17 195 Lighting removal relating to mold remediation	2,424 46			2,424 46	
Everett J Prescott, INC	5307545	TD17 398 2039 C 22" CIFLG bolts & nuts w/gaskets (2)	106 94			106 94	
Ferguson Enterprises, Inc	0108729	PUR17 467Q Various inventory parts	1,308 00	1,308 00			
Ferguson Enterprises, Inc	0109105	PUR17-467Q Various inventory parts	576 00	576 00			
Ferguson Enterprises, Inc	0109654	PUR17 467Q Various inventory parts	1,932 00	1,932 00			
Fisher Scientific Company, LLC	3820344	Phosphorus standard 50ppm 500ML LAB, DR	61 70			61 70	
Fisher Scientific Company, LLC	4944986	Backdown hand soap - LAB, DR	96 12			96 12	
Hawkins, INC	4187309	MN18 018 Sodium thiosulfate, 3064 3 lbs/288 gals	1,195 08	1,195 08			
Hawkins, INC	4199644	MN18 017 Sodium thiosulfate, 230 gals/2447 20 lbs	954 41	954 41			
HD Supply Facilities Maintenance - (USA Bluebook)	424152	BP17-212 Intellical LBOD probe for lab	1,049 10			1,049 10	
Hoosier Times, INC	155381 12/31/17	Ad for wastewater superintendent #377320 - 12/01 12/31/17 - DIR	193 52			193 52	
Indiana University Health Bloomington, INC	00064867 00	Drug screen DOT 5 Panel for 1 Purchasing employee 12/27/17 PUR	43 00	17 20		25 80	
Indiana University Health Bloomington, INC	00065160 00	Hep B, Admin toxoid single for 1 Dillman employee 01/03/18 DR	93 00			93 00	
Interstate All Battery Center of Bloomington, INC	1903302008255	8 3 6V 3500MAH NIMH batteries for meter service MS, TD	270 00	108 00		162 00	
J&S Locksmith Shop, INC	175882	4 Keys made - MN	32 00	32 00			
Jeffery D Todd (Todd Septic Tank Service)	6656	Pump & remove sludge from pond @ Monroe 12/02-12/23/17 MN	13,600 00	13,600 00			
K&S Rolloff, INC	36153	Removal of debris from hill area 12/26/17 SC	154 50	61 80		92 70	
Mark Osborne (Control Freaks Consulting)	109Inv DR17 153	DR17 153 Ultra sonic level sensor, uninterruptable power supply	950 00			950 00	
Menards, INC	82430	Shovels, cart, cords, chain, shop light, spreader - SC	154 79	61 92		92 87	
Monroe County Government	012018 COBU	Misc copies made - 12/01-12/20/17 - ENG	27 00	10 80		16 20	

City of Bloomington Utilities
Accounts Payable by G/L Distribution Report
Paydate 02/09/18

PAYABLES G/L Date 12/27/17

Vendor	Invoice No	Invoice Description	Invoice Amount	Water O&M	Water Construction	Wastewater O&M	Stormwater O&M
NCL of Wisconsin, INC (North Central Labs)	399279	DL17-103 BOD bottles, 300ml, #97-120 & 121 144	585 12			585 12	
NCL of Wisconsin, INC (North Central Labs)	399280	DL17 098 Nitrification inhibitor, 40g vial, BOD standard, 198ppm	435 82			435 82	
Online Resources Corporation	3948302	Quarterly maintenance fee for electronic payments AR	150 00	60 00		90 00	
Reliable High Performance Products, INC	188140	PUR17-523 Dritex rain coverall, saturn yellow	132 20				132 20
Rogers Group, INC	0071163242	W17 4109 - Misc Stone Storm - 12/11 12/15/17 - SW, TD	39 43				39 43
Rogers Group, INC	0071163242	W17 4109 - Misc Stone - Storm 12/11-12/15/17 - SW, TD	3,083 92		3,083 92		
Shambaugh & Son, LP (Precision Controls of Indy)	16508202	PUR17 022 Lift pump repair consultation @ BP	520 00			520 00	
Staples Contract & Commercial, INC	3364047944	Dupli key in drawer key tray - PUR	79 92	31 97		47 95	
Staples Contract & Commercial, INC	3364047976	Filing cabinet, cubicle coat hook, cubicle shelf - DIR	87 63	35 05		52 58	
Sunbelt Rentals, INC	74715335 0001	2 16" Saw blades for truck #'s 673 & 629 - SW, TD	250 00	100 00		137 50	12 50
Wessler Engineering, INC	31333	S17 6106 - Dillman Effluent Filter Improv thru 12/31/17-DR, ENG	7,461 65			7,461 65	
Grand total			88 059 14	43 637 28	3 083 92	41 153 81	184 13

**UTILITIES SERVICE BOARD MOTION
MEETING ON FEBRUARY 05, 2018**

To	Utilities Service Board	From	Kim Robertson
Dept		Dept	Accounts Payable
Sub	Claims list filed 01/31/18	Date	01/31/18
	USB 2/5/2018		
	Foi Period 01/06/18 - 01/19/18	Paydate	02/09/18
	G/L Date 02/09/18		

Utilities Department invoices filed with the City Controller January 31 2018 and signed by the Utilities Service Board for payment February 09, 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	158,845 13
Water Construction	0 00
Water Meter Deposit	0 00
Water Sinking	0 00
Water Hydrant Meter Rental	0 00
Total of Water Utilities as per the invoice list	<u><u>\$158,845 13</u></u>
Wastewater Operations & Maintenance	163,328 40
Wastewater Construction	0 00
Wastewater Sinking	0 00
Total of Wastewater Utilities as per the invoice list	<u><u>\$163,328 40</u></u>
Stormwater	28,008 10
Stormwater Construction	0 00
Total of Stormwater Utility as per the invoice list	<u><u>\$28,008 10</u></u>
Total Water Utility	<u><u>\$158,845 13</u></u>
Total Wastewater Utility	<u><u>\$163,328 40</u></u>
Total Stormwater Utility	<u><u>\$28,008 10</u></u>
TOTAL WATER, WASTEWATER & STORMWATER UTILITIES	<u><u>\$350,181 63</u></u>

City of Bloomington Utilities
Accounts Payable By G/L Distribution Report
Paydate 02/09/18

Vendor	Invoice No	Invoice Description	Invoice Amount	Water O&M	Wastewater O&M	Stormwater O&M
Alexander s LLC	3007809	PUR18 029 Gas shut off device (1)	99 00	39 60	59 40	
American Water Works Association	MN18 031 Gholson	MN18 031 Annual Membership - Tim Gholson	90 00	90 00		
Asher Group, INC	109205	DR18 004 Rubber cutting edge, Part #60825	434 05		434 05	
B L Anderson Co , INC	0000013070	MN18-005 Watson Marlow Model #630 training maint staff	1,047 50	1,047 50		
B&H Electric and Supply, INC	0313585	MN17 530 1/15 HP heater motor (2)	226 24	226 24		
Black Lumber Co INC	350994	45 ice melt 50lb SC	494 55	197 82	296 73	
Black Lumber Co INC	351335	Cleaner spray, polish, pads - SW, TD	24 95	9 98	13 72	1 25
Black Lumber Co INC	K51090	Power cord for pigtail on unit 734 ENG	13 99	5 60	8 39	
Brenntag Mid South, INC	BMS890719	Robin 120 Polymer - 4,600 @ 9590 delivered 01/17/18 - MN	4,461 40	4,461 40		
Brenntag Mid South, INC	BMS894182	Sodium hydroxide 11 5513 @ 625 00 delivered 01/19/18 MN	7,389 56	7,389 56		
Central Indiana Hardware Co , INC	7192435	PUR18 010 Complete door hardware set STD50-8511500	94 00	37 60	56 40	
Chemtrade Chemicals Corporation	92277916	Alum - 10 634 @ 434 00 delivered 01/03/18 MN	4,615 16	4,615 16		
Cintas First Aid & Safety #2	5009910219	Restock first aid cabinet @ Dillman WWTP 01/23/18 - DR	120 15		120 15	
City Of Bloomington	01/31/18set rate	Set rate for monthly vehicle parts & repairs Jan 2018 ACCT	33,021 67	10,038 58	22,983 09	
Eurofins Eaton Analytical, INC	5291901	Testing - TTHM & HAA5 analysis - LAB, DR	1,710 00	1,710 00		
Eurofins Eaton Analytical, INC	5292264	Trace metals analysis for lab deionized water - LAB, DR	72 00	72 00		
Everett J Prescott, INC	5340234	TD17 499 4' Omni meter, 4" full face flange kits for WA Township	2,282 83	913 13	1,369 70	
Fastenal Company	INBLM203411	Restock supplies in machine 01/12/18 - PUR	148 04	70 58	77 46	
Fastenal Company	INBLM203472	Misc clips and anchors to relocate turbidity meters - MN	309 31	309 31		
Fastenal Company	INBLM203562	Restock first aid supplies in machine - 01/22/18 PUR	236 16	96 53	139 63	
Fisher Scientific Company, LLC	3820347	Credit memo for #13642259 Orion ATC Steel Body Probe - MN	(358 62)	(358 62)		
Fisher Scientific Company, LLC	6395580	Phenolphthalein solution, 3 pk pipette tips 1ML 10ML MN	323 99	323 99		
Fisher Scientific Company, LLC	6732558	1 pk tubing dow silastic - LAB, DR	161 39		161 39	
Fisher Scientific Company, LLC	6732559	Backdown handsoap 5 liter LAB, DR	136 22		136 22	
Fisher Scientific Company, LLC	6732562	2 pk petri dish 47mm, 3 pk membrane filters 47mm - LAB, DR	1,339 68	1,339 68		
Fisher Scientific Company, LLC	6942440	Orion ross sure fl epx semi PH Probe - MN	579 42	579 42		
Fisher Scientific Company, LLC	8029049	NC1309810 8' sludge judge - DIR	245 76		245 76	
Fisher Scientific Company, LLC	8149481	Vacuum stopper, timer, filters, funnel, flask MN	694 84	694 84		
Freedom Business Solutions, LLC	10349	Toner cartridge for HP400 - SC, ACCT	98 00	39 20	58 80	
GRW Engineers, INC	0049172	S18 6200 - Pre Design on I 69 Relocation to 12/30/17 ENG	2,070 00		2,070 00	
Harrell Fish, INC	W32342	S17 6110 PUR18-020 Remove &replace pipe in way of duct	540 00		540 00	
Hawkins, INC	4208518	MN18-027 Sodium thiosulfate 221 GALS/2351 44 LBS	917 06	917 06		
HD Supply Facilities Maintenance (USA Bluebook)	458594	DL18 004 Glass microfiber filters, 7 0cm & 2 4cm	975 12		975 12	

City of Bloomington Utilities
Accounts Payable By G/L Distribution Report
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Vendor	Invoice No	Invoice Description	Invoice Amount	Water O&M	Wastewater O&M	Stormwater O&M
Hylant of Indianapolis, LLC	2018 CBU Portion	CBU Portion Workers compensation Effective date 01/01/18 ACCT	186,646 31	74,658 52	83,990 84	27,996 95
IDEXX Laboratories, INC	3025729679	DL18 002 Sample bottles, 100ml, sterilized, disposable	1,638 90	1,638 90		
Indiana Industrial Operators Association, INC	ADMIN18 004	ADMIN18 004 WITtec Annual Conference & membership R Fiedler	615 00	246 00	369 00	
Indiana University Health Bloomington, INC	00065159 00	Vaccine hep B, Admin toxid single to 1 TD employee 1/03/18 - TD	93 00	37 20	55 80	
Indiana University Health Bloomington, INC	00065445 00	Drug screen DOT 5 Panel E Screen for 1 TD employee 01/04/18-TD	43 00	17 20	25 80	
Indiana University Health Bloomington, INC	00065448 00	Drug screen breath alcohol DOT 1 Purchasing employee 01/04 PUR	40 00	16 00	24 00	
Indiana University Health Bloomington, INC	00065449 00	Drug screen DOT 5 Panel E Screen for 1 TD employee 01/04/18-TD	43 00	17 20	25 80	
Indiana University Health Bloomington, INC	00065450 00	Drug screen DOT 5 Panel E Screen for 1 TD employee 01/04/18 TD	43 00	17 20	25 80	
Indiana University Health Bloomington, INC	00065451 00	Drug screen breath alcohol test DOT 1 TD employee 01/04/18-TD	40 00	16 00	24 00	
Indiana Water Environment Association, INC (TWFA)	8047 2018	ENG18 004 Membership Renewals 2018	35 00	35 00		
Indiana Water Environment Association, INC (TWFA)	8155 2018	ENG18 004 Membership Renewals 2018	35 00	35 00		
Indiana Water Environment Association, INC (TWFA)	8705 2018	ENG18 004 Membership Renewals 2018	35 00	35 00		
Indiana Water Environment Association, INC (TWFA)	8708 2018	ADMIN18-001 Annual membership - Tamara Roberts	35 00		35 00	
Indiana Water Environment Association INC (TWFA)	9367 2018	ENG18 004 Membership Renewals 2018	35 00	35 00		
Industrial Service & Supply, INC	53352	41' of 3/4" tubing for chemicals - MN	37 31	37 31		
Industrial Service & Supply, INC	53359	PSI Pressure gauge for truck #599 TD	21 96		21 96	
Informa Exhibitions US Construction (WWETT)	ENG18 006	ENG18 006 WWETT Show BS, PP, ML, JR, JS, GN, TP	385 00	154 00	231 00	
Irving Materials, INC	10511384	Concrete - Water line @ Lindburg - TD	370 00	370 00		
Irving Materials, INC	10511576	Concrete - Water line @ Meadowbrook & Randolp - TD	543 00	543 00		
Irving Materials, INC	10511577	Concrete Water line @ 1203 N College Ave - TD	569 00	569 00		
Irving Materials, INC	10511854	Concrete Water line @ E Kirkwood Ave & S Indiana Ave TD	956 00	956 00		
Irving Materials, INC	10512182	Concrete - Monroe WTP Foundation & basin temp repairs - MN	1,026 00	1,026 00		
J&S Locksmith Shop, INC	175821	Keys made for shop & clips - MN	7 86	7 86		

City of Bloomington Utilities
Accounts Payable By G/L Distribution Report
Paydate 02/09/18

Vendor	Invoice No	Invoice Description	Invoice Amount	Water O&M	Wastewater O&M	Stormwater O&M
JCI Jones Chemicals, INC	745731	Sodium hypochlorite 4,712 @ 7960 delivered 01/17/18 - MN	3,750 75	3,750 75		
Jeffery D Todd (Todd Septic Tank Service)	6675	Pump & removed waste from pond @ Monroe 1/09 01/11/18 MN	2,000 00	2,000 00		
JJ's Concrete Construction, LLC	37481	Concrete Water line @ Willis & Arlington - 1/11/18 TD	885 50	885 50		
John Deere Financial (Rural King)	JRNL#J08773/62	2 Muck boots for Brothers & Hazel - TD	204 90	81 96	122 94	
Kirby Risk Corp	5109646604 001	30 Amp 2P GFCI breaker for press building - DR	133 20		133 20	
M E Simpson Company, INC	30966	WS18 20601 - Large meter testing 12/18 12/21/17 - TD	8,025 00	3,210 00	4,815 00	
Menards, INC	85018	2 Snow brooms w/scrapers MN	29 98	29 98		
Menards, INC	85139	2 Ladders for truck #616 & #621 TD	198 00	79 20	108 90	9 90
Menards, INC	85149	Smart trim, panels, shims, quick snap MN	212 42	212 42		
Menards, INC	85215	Truck tool box for truck #616 - TD	249 00	99 60	149 40	
Menards, INC	85222	1 6 CF Micro 110W, Ear plugs - MN	151 99	151 99		
Menards, INC	84583 2017	2 4x8 BCX UL, 9 1x6 boards, maglite, nails, floor finish MN	142 83	142 83		
Midwest Color Printing, INC	10657	ADMIN18 006 Business cards - Kevin White	58 91	23 56	35 35	
Northern Safety Co , INC	902755603	DR18 005 Muck boot co hi clore st toe boot sz 11 - A Throop	154 29		154 29	
Nugent, INC (Utility Supply Company)	1240040	TD18 2 Honda 2" trash pump 5hp engine (2)	2,294 00	2,294 00		
Quality Mill Supply Co , INC	5868272	PUR18 018 5Gal pail (001) Lubr Lo970 060 Synlube (3)	686 46	686 46		
Range Kleen Mfg, INC	1774673	ADMIN18 005 Grease trapper bags for FOG program (1000)	402 15		402 15	
Rogers Group, INC	0071163421	#11 & #53 Stone - Stock 1/3-1/5/18 - TD	1,033 57	413 43	620 14	
Rogers Group, INC	0071163463	Misc Stone - Stock, Foundation & Basin temp repair @ MN - MN, TD	1,176 10	724 35	451 75	
Safety Shoe Distributors, INC	257205	PUR18 028 Protective clothing winter coats & hats	703 92	638 52	65 40	
Safety Shoe Distributors, INC	257228	PUR18 023 Winter protective clothing - P Oakley & T Sparks	180 25	72 10	108 15	
Safety Shoe Distributors, INC	257641 cbu	PUR18 024 Protective winter clothing for ADMIN, T&D, & ENG	1,143 93	457 57	686 36	
Sensus USA, INC	VV18000004	PUR18 036 Software support for walk by drive by 3/28/18 3/27/19	1,949 94	779 98	1,169 96	
Southside Rental Center, INC	11113	Propane - SC	95 20	38 08	57 12	
Staples Contract & Commercial, INC	3364879329	Italian Greyhounds 2018 wall calendar CS	13 67	5 47	8 20	
Staples Contract & Commercial, INC	3365474869	8 Tab dividers, post its, door stop, binders ENG	17 36	6 94	10 42	
Staples Contract & Commercial, INC	3365474909	#19 & 31 Rubber bands, 8 tab dividers, binder, pens - BC, ACCT	92 74	37 10	55 64	
State Of Indiana	000256407	Annual service connection fee IC 13 18 20 5 - IN5253002CO-ENV	24,160 40	24,160 40		
State Of Indiana	000260254	Annual NPDES Permit fee Dillman #IN0035718 ENV	14,500 00		14,500 00	
State Of Indiana	000260255	Annual NPDES Permit fee - Blucher #IN0035726 - ENV	9,500 00		9,500 00	
State Of Indiana	000260567	Annual NPDES Permit fee Monroe #IN0060810 - ENV	2,460 00	2,460 00		
State Of Indiana	J Cunningham	Application fee - WT-5 for Joe Cunningham @ Monroe MN	30 00	30 00		
United Parcel Service, INC	0000430948028	Shipping charges 01/09/18 MN, PUR	22 87	22 87		
United Rentals (North America), INC	153611120 001	Key switch for high lift DR	51 55		51 55	
Virtuoso Sourcing Group, LLC	24348	Collection agency fee - 01/04 01/11/18 - AR	41 31	16 52	24 79	

City of Bloomington Utilities
 Accounts Payable By G/L Distribution Report
 Paydate 02/09/18

Vendor	Invoice No	Invoice Description	Invoice Amount	Water O&M	Wastewater O&M	Stormwater O&M
Young Trucking, INC	95763	Hauling sludge from Blucher Poole 01/04 01/09/18 BP, ENV	1,284 20		1,284 20	
Young Trucking, INC	95764	Hauling sludge from Dillman WWTP - 01/08/18 DR, ENV	5,208 52		5,208 52	
Young Trucking, INC	95812	Hauling sludge from Blucher Poole - 01/17- 01/19/18 BP, ENV	2,139 28		2,139 28	
Young Trucking, INC	95813	Hauling sludge from Dillman WWTP 01/18/19 DR, ENV	6,890 68		6,890 68	
Grand total			350 181 63	158 845 13	163 328 40	28 008 10

**UTILITIES SERVICE BOARD MOTION
MEETING ON FEBRUARY 05, 2018
UTILITY BILLS**

To	Utilities Service Board	From	Kim Robertson
Dcpt		Dept	Accounts Payable
Sub	Claims list filed 01/30/18	Date	01/30/18
	USB 2/5/2018		
	Foi Period 01/18/17 - 01/30/18	Paydate	01/31/18
	G/L Date 01/31/18		

Utilities Department invoices filed with the City Controller January 30, 2018 and signed by the Utilities Service Board for payment January 31, 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	10,363 49
Wastewater Operations & Maintenance	26,589 13
Stormwater	0 00
Total Water Utility	<u><u>\$10,363 49</u></u>
Total Wastewater Utility	<u><u>\$26,589 13</u></u>
Total Stormwater Utility	<u><u>\$0 00</u></u>
TOTAL WATER, WASTEWATER & STORMWATER UTILITIES	<u><u>\$36,952 62</u></u>

City of Bloomington Utilities
 Accounts Payable by G/L Distribution Report
 Paydate 01/31/18

Utility Bills

Vendor	Invoice No	Invoice Description	Invoice Amount	Water O&M	Wastewater O&M
AT&T	8123311353 01/18	Service-S Washington St Storage - 01/22 02/21/18 SC	167 25	66 90	100 35
AT&T	8123315400 01/18	Service - Centrex main line 01/22 02/21/18 SC	8,068 45	3,227 38	4,841 07
AT&T Mobility II, LLC	01/11/18	Service inv#287268772596x01192018 12/12 01/11/18 - SC	2,131 86	717 57	1,414 29
AT&T Mobility II, LLC	8123600681 01/18	Service - L Elkins 12/12 01/11/18 - MN	58 96	58 96	
City Of Bloomington Utilities	12/31/17	Service 12/01-12/31/17 - SC, LS, BP, DR	15,214 07	283 81	14,930 26
DirecTV, LLC	33291629397	Service Dillman WWTP 01/12 02/11/18 DR	57 99		57 99
DirecTV, LLC	33294458905	Service Monroe WTP - 01/12 02/11/18 - MN	57 99	57 99	
Duke Energy	01/31/18	Service - Dec 2017 Jan 2018 SC, GR, TD, BS ,LS	6,252 85	3,407 35	2,845 50
Duke Energy	01/12/18 combo	Service - 11/10 01/09/18 - BS, TD, LS	4,846 17	2,446 50	2,399 67
Smithville Telephone Co Inc	8128241616 01/18	Service - SE Pumping Station - 12/20 01/19/18 BS	97 03	97 03	
Grand total			36 952 62	10 363 49	26 589 13

WIRE TRANSFERS, FEES & PAYROLL FOR THE MONTH OF JANUARY, 2018

INDIANA DEPARTMENT OF REVENUE \$0 00
(SALES TAX - DECEMBER 2017)

INDIANA DEPARTMENT OF REVENUE - RECEIPTS TAX \$0 00
1ST QUARTER UTILITY RECEIPTS TAX

NPC \$0 00
CHARGE CARD FEES - DECEMBER 2017

FIRST FINANCIAL \$0 00
ACCOUNT ANALYSIS FEES - DECEMBER, 2017

GROSS PAYROLL \$311 873 20

2/2/2018
FICA TAX \$22 774 58
2/2/2018

TOTAL **\$334,647 78**

**UTILITIES SERVICE BOARD MOTION
MEETING ON FEBRUARY 05, 2018
CUSTOMER REFUNDS**

To	Utilities Service Board	From	Kim Robertson
Dept		Dept	Accounts Payable
Sub	Claims list filed 01/30/18	Date	01/30/18
	USB 02/05/2018		
	Foi Period 12/30/17 - 01/25/18	Paydate	02/09/18
	G/L Date 02/09/18		

Utilities Department customer refunds filed with the City Controller January 30 2018 and signed by the Utilities Service Board for payment February 09, 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	75 91
Wastewater Operations & Maintenance	1,906 40
Stormwater	2 70
Total Water Utility	<u><u>\$75 91</u></u>
Total Wastewater Utility	<u><u>\$1,906 40</u></u>
Total Stormwater Utility	<u><u>\$2 70</u></u>
 TOTAL WATER, WASTEWATER & STORMWATER UTILITIES	 <u><u>\$1,985 01</u></u>

City of Bloomington Utilities
 Accounts Payable by G/L Distribution Report
 Paydate 02/09/18

CUSTOMER REFUNDS

Vendor	Invoice No	Invoice Description	Invoice Amount	Check No	Reason for refund	Water Funds	Wastewater Funds	Stormwater Funds
AAA Water Delivery LLC	200710 004	Customer refund	\$494 49	25194	Temp Hyd Deposit		\$494 49	
Weihua An	20518 004	Customer refund	\$149 31	25195	Overpayment on each bill since June 2017		\$149 31	
CDI Inc	200784 001	Customer refund	\$133 50	25196	Temp Hyd Deposit	\$34 04	\$99 46	
Katelin M Corbin	44059-010	Customer refund	\$46 75	25197	Duplicate payment on Final bill in Oct 2017		\$46 75	
Denney Excavating Inc	200825-002	Customer refund	\$565 48	25198	Temp Hyd Deposit		\$565 48	
N James Engel	9151 001	Customer refund	\$500 00	25199	Accidently gave us his car note payment		\$500 00	
Carrie R Lockhart	20615 011	Customer refund	\$35 20	25200	Overpayment on each bill since Nov 2017		\$35 20	
Bryrre Tuszyński	10138 025	Customer refund	\$30 80	25201	Adjustment on billing error in Dec 2017	\$12 39	\$15 71	\$2 70
Mansfield D William	13200 005	Customer refund	\$29 48	25202	Overpayment on Final bill in Jan 2018	\$29 48		
			<u>\$1 985 01</u>			<u>\$75 91</u>	<u>\$1 906 40</u>	<u>\$2 70</u>
			\$1 985 01					



MEMORANDUM

TO Mayor & Controller
FROM Jane Fleig, Utilities
DATE 1/29/2018
RE Wessler Engineering, Inc Agreement for Professional Engineering Services

Funding Source 09-U10500

Total Dollar Amount of Contract Not to Exceed \$12,000 00

Expiration Date of Contract June 30, 2018

NO Renewal Period
Department Head Initials of Approval

WJL

Due Date For Signature For USB meeting on Monday, February 5, 2018

Record Destruction Date (Legal Dept to fill in) 2028

Legal Department Internal Tracking # 2018-0057

PREVIOUSLY REVIEWED BY & RETURN SIGNED CONTRACT TO THIS ATTORNEY

Christopher J Wheeler

ATTORNEY IS TO RETURN SIGNED CONTRACT TO THIS DEPARTMENTAL EMPLOYEE

Jane Fleig

Summary of Contract Wessler Engineering will review the City's water distribution system model, identify potential water distribution solutions including analysis of strategic air release valves/hydrants, prepare conceptual layouts of new water mains and provide pre-design cost estimates for water distribution improvements in the general area of N Old SR37, Bethel Lane & Fairwood Terrace This work is part of the Water Main Replacement program

PROJECT NAME N Old SR37, Bethel Lane & Fairwood Terrace Water System
Distribution System Study

PROJECT NUMBER _____

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT is entered into by and between the City of Bloomington Utilities Department (hereinafter referred to as "City"), and Wessler Engineering, Inc, a for-profit domestic corporation duly incorporated in the State of Indiana, with its principal place of business located at 6219 South East Street, Indianapolis, IN 46227 (hereinafter referred to as "Consultant"),

WITNESSETH

WHEREAS, the City wishes to have an engineering study conducted to help clarify multiple water distribution problems in the northeast part of the City water distribution system, including N Old SR37, Bethel Lane and Fairwood Terrace, and

WHEREAS, the City requires the services of a professional engineering firm to review the City's water distribution system model, identify potential water distribution solutions including analysis of strategic air release valves/hydrants, prepare conceptual layouts of new water mains and provide pre-design cost estimates for water main replacements (hereinafter referred to as the "Services"),

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

WHEREAS, Consultant has the experience and professional expertise and is willing and able to provide such Services to the City

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

- 1 **Effective date** The effective date for this Agreement is the date last entered in the signature blocks below
- 2 **Term** This Agreement shall expire once all terms and conditions of this Agreement are completed, or on the 30th day of June 2018, whichever shall first occur
- 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 Twelve Thousand and Zero-One Hundredths (\$12,000 00) Dollars No additional work shall be performed until and unless additional funding is approved by the City and an amendment to this Agreement reached by both parties herein under the same formality as this Agreement
- 4 **Scope of Services** Consultant shall provide required Services for the City which are attached hereto, marked as Exhibit "A" and incorporated herein by reference

Time is of the essence and 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 expeditiously perform all Services in a manner consistent with the requisite professional skills, care and orderly progress of the work.

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 for any purpose.

- 5 **Standard of Care** Consultant shall be responsible for completion of the Services in a manner sufficient to meet the professional standards consistent with that of the industry. The City shall be the sole judge of the adequacy of Consultant's work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such performance.
- 6 **Responsibilities of the City** The City shall provide all necessary information regarding requirements for the Services. The City shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and 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 Service Provider shall provide a detailed billing statement in the form of an invoice describing the particular labor and services provided and the relevant rate for each service. The City shall pay said invoice within forty five (45) days of its receipt, provided that the Service Provider has successfully completed the agreed upon work to the City's satisfaction. The City shall not make payment for any unauthorized work or expenses.
- 8 **Appropriation of Funds** Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the Utilities Board itself, to appropriate funds or otherwise, then the Board shall have the right to terminate this Agreement without penalty as set forth below.
- 9 **Termination** In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to the 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 11 herein.

- 10 **Identity of Consultant** Consultant acknowledges that one of the primary reasons for its selection by the City to perform the duties described in this Agreement is the qualification and experience of the principal personnel whom Consultant has represented will be responsible therefor. Consultant thus agrees that the work to be done pursuant to this Agreement shall be performed by the principal personnel described in Exhibit "B", Principal Personnel, and such other personnel in the employ under contract or under the supervision of Consultant whom the City shall approve. Exhibit "B" is attached hereto and incorporated herein by reference as though fully set forth. The City reserves the right to reject any of the Consultant's personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.
- 11 **Ownership of Documents and Intellectual Property** All documents, drawings and specifications, including digital format files, prepared by 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.
- 12 **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.
- 13 **Indemnification** Consultant shall defend, indemnify and hold harmless the City of Bloomington, its directors, 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 Subconsultants or anyone for whom the Consultant is legally liable.
- 14 **Insurance** During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect:
- a General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate
 - b Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident
 - c Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$2,000,000 annual aggregate
 - d Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the City, and the officers, employees and agents of each shall be named as insured under the General Liability, Automobile, and Professional Liability Insurance policies, and such policies shall stipulate

that the insurance will operate as primary insurance and that no other insurance affected by the City will be called upon to contribute to a loss hereunder

Consultant shall provide evidence of each insurance policy to the City prior to the commencement of work under the Agreement. Approval of the 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.

- 15 **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.
- 16 **Waiver** No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.
- 17 **Severability** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
- 18 **Assignment** Neither the City nor the 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.
- 19 **Third Party Rights** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.
- 20 **Governing Law and Venue** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in Monroe County, Indiana.

21 **Non-Discrimination** 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

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

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

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

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

24 **Compliance with Laws** In performing the Services under this Agreement, 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

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

City City of Bloomington Utilities, P O Box 1216, Bloomington, IN 47402 Attn Jane Fleig, PE

Consultant Wessler Engineering, Inc , 6219 South East Street, Indianapolis, IN 46227 Attn Dreama Doolittle, PE

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

26 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

27 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 OF BLOOMINGTON

Wessler Engineering, Inc

By _____
Sam Frank, President dated
Utilities Service Board

By Dreama E Doolittle 1/26/2018
Dreama E Doolittle, P E dated
Executive Vice President

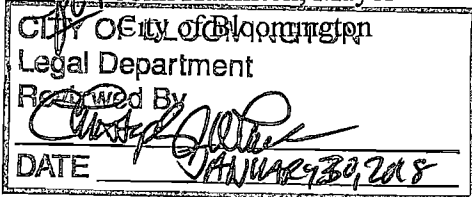
Attest Va Kelson 1/29/2018
Vic Kelson, Director dated
Utilities

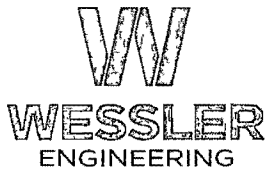
Attest Dylan Lambert 1/26/2018
Dylan Lambert dated
Sr Project Manager

Phillippa M Guthrie 1-30-18
John Hamilton, Mayor dated

CITY OF BLOOMINGTON
Controller

Reviewed by _____
DATE 1-30-18
FUND/ACCT 002-210500





More than a Project™

EXHIBIT A

January 8, 2018

Ms Jane Fleig, P E , City Engineer
City of Bloomington Utilities
600 E Miller Dr
PO Box 1216
Bloomington, IN 47402

Re Proposal for Professional Services
Old State Road 37 Water Main Replacements

Dear Ms Fleig

Wessler Engineering, Inc (hereinafter referred to as ENGINEER) is pleased to present this Proposal to the City of Bloomington Utilities (hereinafter referred to as OWNER) to provide Professional Services in conjunction with the Old State Road 37 Water Main Replacements project

I PROJECT UNDERSTANDING

It is our understanding the City's water distribution system along Old State Road 37 from North Hillview Drive to, and throughout, Fairwood Terrace Subdivision is experiencing multiple issues, including extensive water main breaks, low fire flow, and probable water quality issues. The City would like to have an engineering study conducted to clarify these problems and develop options and costs to rectify these issues and to replace the failing 6-inch cast iron pipe with new 6-inch ductile iron pipe.

Future PROJECTs resulting from the study will include replacement of approximately 13,500 feet of pipe (with a priority phased approach) in accordance with the City's Water Main Replacement Program.

II SCOPE OF PROFESSIONAL SERVICES – BASIC SERVICES

ENGINEER shall provide the following Professional Services:

A Preliminary Engineering Study

- 1 Obtain the City's water distribution system model as prepared by Arcadis in WaterCAD hydraulic modeling software and GIS shape files

- 2 Run the model to obtain expected fire flow, static and residual pressure, and other relevant information in the PROJECT area and compare to actual hydrant flow test information previously provided by OWNER
- 3 Prepare an electronic profile of the ground surface of the water main replacement route and evaluate strategic locations for air release valves and/or hydrants
- 4 In conjunction with utility personnel, conduct a field visit to determine the locations of any existing air release valves or strategically located hydrants that can be used to expel potential air from the water mains
- 5 If strategic air release valves and hydrants are present, discuss with the utility a plan to bleed the water main of any trapped air. If none are present, determine strategic locations to tap the existing water main to install blow offs to bleed off any trapped air
- 6 Prepare exhibits showing the conceptual layouts of the new water mains, isolation valves, hydrants, and air release valves
- 7 Prepare pre-design cost estimates for the water main replacements, including estimated engineering design fees and construction costs
- 8 Compile the information in a Technical Memorandum and meet with OWNER to discuss findings, costs, and priorities
- 9 Incorporate comments from OWNER and submit 5 final copies of the Technical Memorandum, including conceptual water main layout exhibits and detailed cost estimates

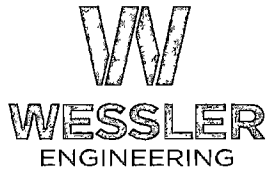
III SCOPE OF PROFESSIONAL SERVICES – ADDITIONAL SERVICES

If authorized in writing by the OWNER, the ENGINEER agrees to furnish Additional Professional Services in conjunction with the PROJECT including, but not limited to

- A Services due to changes in the scope of the PROJECT or its design, including, but not limited to changes in the size, complexity, or character of construction
- B Revising documents that have been approved by the OWNER, or when such revisions are due to causes beyond the control of the ENGINEER
- C Providing such other services, not otherwise described herein, requested by the OWNER for the benefit of the PROJECT

IV COMPENSATION

The ENGINEER shall provide the professional services for which the OWNER shall compensate the ENGINEER as follows



More than a Project™

- A Compensation for Professional Services – Basic Services (Preliminary Engineering Study) to be provided as described in Article II shall be on the basis of a Lump Sum Fee in the amount of Twelve thousand dollars (\$12,000 00)

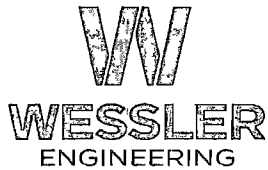
- B If Additional Professional Services are requested to be provided as described in Article III, compensation for providing the Services shall be on the basis of either
 - 1 a Lump Sum Fee, or
 - 2 the actual man-hours and expenses incurred in performing the Services, at the ENGINEER'S hourly rate and reimbursable expense schedule in effect at the time the Services are performed (the 2018 Hourly Rate and Reimbursable Expense Schedule is included as Attachment No 2), plus reimbursement for actual out-of-pocket costs incurred in conjunction with providing the Professional Services,whichever is mutually agreeable between OWNER and ENGINEER as written in an amendment to this Proposal

V SCHEDULE

The Preliminary Engineering Study and Technical Memo shall be completed within 60 days from the ENGINEER's receipt of the OWNER's WaterCAD hydraulic model and GIS shape files

VI STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions of this Proposal are included as Attachment No 1



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We are pleased to present this Proposal for your consideration. If this Proposal meets with your approval, it will become a Professional Services Agreement by signing in the space provided below, and will serve as our written Notice to Proceed upon the signature date. Please return one fully executed copy for our file and record.

This document may be executed in counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute one and the same agreement. An electronic, telecopied, or facsimile signature shall be equivalent to and as binding as an original signature.

This Professional Services Agreement entered into this ____ day of _____, 2018

ENGINEER

WESSLER ENGINEERING, INC

Dreama E Doolittle

Dreama E Doolittle, P E
Executive Vice President

Attest *Andrew D Gordon*

Andrew D Gordon, P E
Project Manager II

OWNER

CITY OF BLOOMINGTON UTILITIES

Holly McLeuchlan

Print Name *Holly McLeuchlan*
Title *Director*

Attest *Vic Kelson*

Print Name *Vic Kelson*

ADDRESS FOR GIVING NOTICE

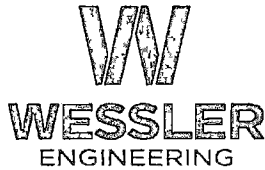
Wessler Engineering, Inc
6219 S East Street
Indianapolis, IN 46227

ADDRESS FOR GIVING NOTICE

City of Bloomington Utilities
600 E Miller Dr, PO Box 1216
Bloomington, IN 47402

- Attachments No 1 – Standard Terms and Conditions
- No 2 - 2018 Hourly Rate and Reimbursable Expense Schedule
- No 3 – E-Verify Affidavit
- No 4 – Indiana Iran Investment Certification

ADG DED 2018 01-08 Y \02 PROPOSALS\Bloomington P\P03098 Bloomington Old SR37 Water Main Replacement



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ATTACHMENT NO. 1 STANDARD TERMS AND CONDITIONS

1 Basic Agreement

A Engineer shall provide or cause to be provided the Basic Services as described in this Agreement and Owner shall pay Engineer for such Services

2 Additional Services

A If authorized by Owner or if required because of changes in the Project Engineer shall furnish services in addition to those set forth above

B Owner shall pay Engineer for such additional services as follows For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class plus reimbursable expenses if any

3 Payment Procedures

A *Preparation of Invoices* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner

B *Payment of Invoices* Invoices are due and payable within 30 days of receipt If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law if less) from said thirtieth day In addition Engineer may without liability, after giving seven days written notice to Owner suspend services under this Agreement until Engineer has been paid in full all amounts due for services expenses and other related charges Payments will be credited first to interest and then to principal

4 Design without Construction Phase Services

A If Engineer's Basic Services under this Agreement do not include Project observation or review of the Contractor's performance or any other Construction Phase services then (1) Engineer's services under this Agreement shall be deemed complete no later than the end of the Bidding or Negotiating Phase (2) Engineer shall have no design or shop drawing review obligations during construction (3) Owner assumes all responsibility for the application and interpretation of the Contract Documents contract administration construction observation and review and all other necessary Construction Phase engineering and professional services and (4) Owner waives any claims against the Engineer that may be connected in any way thereto

5 Termination

A This Agreement may be terminated by either party by thirty days written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the terminating party provided however the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party

B Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Engineer Engineer shall terminate or suspend performance of the Services on a schedule acceptable to Owner and Owner shall pay Engineer for all the Services performed plus termination or suspension expenses Upon restart of suspended Services an equitable adjustment shall be made to Engineer's compensation and the Project schedule

6 Owner's Responsibilities

A Provide Engineer with all criteria and full information as to Owner's requirements for the Project including design objectives and constraints space capacity and performance requirements flexibility, and expandability and any budgetary limitations and specify any design and construction standards that Owner requires be included in the Drawings and Specifications

B Designate in writing a person authorized to act as the Owner's representative The Owner or his representative shall receive and examine documents submitted by the Engineer interpret and define the Owner's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of the Engineer's services

C Furnish to the Engineer all available existing information for service and utilities locations easements right of way encroachments and zoning and deed restrictions

D Provide for full and free access for the Engineer to enter upon all property required for the performance of the Engineer's services under this Agreement

E Provide legal accounting and insurance counseling services as necessary for the Project

F Pay for placement and payment for advertisement for Bids in appropriate publications and all permit fees for agency approval of the Project

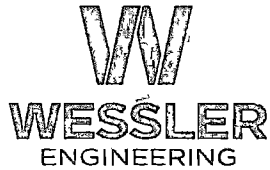
G Furnish above services at the Owner's expense and in such manner that the Engineer may rely upon them in the performance of his services under this Agreement

H Give prompt notice to the Engineer whenever the Owner observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect the Engineer's performance of services under this Agreement

7 Dispute Resolution

A Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Mediation or exercising their rights under law

B If Mediation is invoked the Owner and Engineer agree that they shall first submit any and all unsettled claims counterclaims disputes, and other matters in question between them arising out of or



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relating to this Agreement or the breach thereof (Disputes) to mediation by a mutually agreed upon party. If such mediation is unsuccessful in resolving the Dispute, then (a) the parties may mutually agree to a dispute resolution of their choice or (b) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

8 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 8 B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

9 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including but not limited to contractors, manufacturers, and suppliers.

B. This Agreement is to be governed by the laws of the State of Indiana.

C. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents whether or not the Project is completed.

D. To the fullest extent permitted by law, Owner and Engineer agree to indemnify and hold the other (and their respective officers, directors, partners, agents, consultants, and employees) harmless from and against liability for all claims, costs, losses, and damages, including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals arising out of or relating to the Project, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of the Owner and Engineer, they shall be borne by each party in proportion to its negligence.

E. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or

entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$500,000.00.

F. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or by the other's employees and agents.

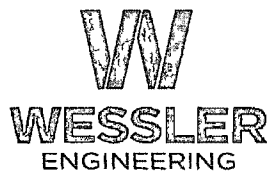
G. The Engineer agrees to provide and maintain insurance coverage for Professional Comprehensive General Automobile Worker's Compensation and Employer's Liability in amounts in accordance with Engineer's business requirements. Certificates evidencing such coverage will be provided to Owner upon request. For projects involving construction, Owner agrees to require its construction contractor(s) if any to include Engineer as an additional insured on its policies relating to the Project.

H. The Engineer agrees to maintain records of payroll costs, including fringe benefit costs, and actual out-of-pocket costs on a generally recognized accounting basis, and shall be available to the Owner during the life of this Agreement at mutually convenient times.

I. In the event any provisions of this Agreement shall be held to be invalid and non-enforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

10 Subconsultants

A. Subconsultants to the Engineer are listed in the Agreement. Engineer may add, remove, or replace Subconsultants for reasonable cause with prior written approval of the Owner. In the event Owner does not approve the addition or the replacement of a Subconsultant listed in the Agreement, and Engineer cannot reasonably perform the Services intended for said Subconsultant, Owner agrees to contract directly with an entity qualified and capable of performing said Services. Owner further releases Engineer from all liability associated with the performance of said entity's Services.



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ATTACHMENT NO 2

2018 HOURLY RATE and REIMBURSABLE EXPENSE SCHEDULE

<u>Position</u>	<u>Hourly Rate*</u>
Principal Engineer	\$220
Senior Project Manager I/II	\$180/\$205
Senior Project Engineer I/II	\$180/\$205
Project Manager I/II	\$150/\$160
Assistant Project Manager	\$125
Project Engineer I/II/III/IV	\$115/\$125/\$150/\$160
Engineer	\$105
Environmental Services Senior Project Manager I	\$150
Environmental Services Project Manager I/II	\$130/\$140
Environmental Services Assistant Project Manager	\$105
Environmental Scientist I/II	\$80/\$95
Senior Designer I/II	\$115/\$130
Designer	\$105
Senior Resident Project Representative	\$105
Technician I/II/III/IV	\$60/\$75/\$85/\$95
Resident Project Representative I/II/III/IV	\$60/\$75/\$85/\$95
Field Services Manager	\$115
Survey Manager	\$130
Survey Crew Chief/Manager	\$80/\$90
Project Coordinator	\$90
Project Secretary	\$60

Reimbursable Expenses shall be charged as follows

<u>Item and Unit</u>	<u>Unit Cost</u>
Mileage (per mile)	At current IRS published rate
Copies (each) Black & White 8.5 x11 / 11 x17	\$0.12
24 x36	\$1.00
Color 8.5 x11 / 11' x17	\$0.20/\$0.40
Plots Bond (each) 12 x18 / 24 x36	\$0.50/\$1.00
GPS Survey Equipment/Robotic Total Station/Pole Camera	\$15.00 per hour
Postage/shipping/freight Lodging and Per Diems	At Cost
Subcontractor/Subconsultant fees	Cost + 10%

*Expert Witness Services (Court Hearings or Testimony Depositions Arbitration or Mediation Hearings) shall be charged at 150% of the Hourly Rate listed in this Schedule

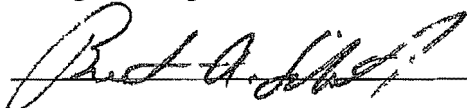
This Schedule is subject to change

January 1, 2018

ATTACHMENT NO 3
E-Verify Affidavit

Pursuant to Indiana Code 22-5-17-11, the Engineer entering into a contract with the Owner is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Engineer is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Engineer, being first duly sworn, deposes and states that the Engineer does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the Owner, the undersigned Engineer will enroll in and agrees to verify the work eligibility status of all its new hired employees through the E-Verify program.

(Engineer) Wessler Engineering, Inc
By (Written Signature) 
(Printed Name) Brent A Siebenthal
(Title) President

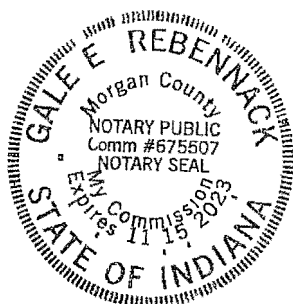
Important – Notary Signature and Seal Required in the Space Below


STATE OF INDIANA

SS

COUNTY OF MARION

Subscribed and sworn to before me this 3rd day of January, 2017



(Signed) 
Gale E. Rebennack
My commission expires November 15, 2023
Residing in Morgan County, State of Indiana

ATTACHMENT NO. 4

INDIANA IRAN INVESTMENT CERTIFICATION

I, Brent A Siebenthal, the duly authorized representative of Wessler Engineering, Inc , certify under penalty of perjury that Wessler Engineering, Inc does not engage in investment activities in Iran as defined by I C 5-22-16 5

Wessler Engineering, Inc

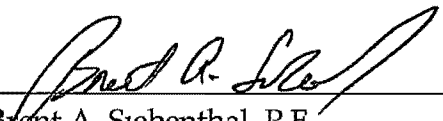
By 
Brent A Siebenthal, P E
President

EXHIBIT B

PERSONNEL AND COMPANY QUALIFICATIONS

Principal Engineer	Dreama Doolittle P E
Project Manager	Andrew Gordon, P E
Project Engineer II	Adam Sitka, E I T
Project Engineer I	Loys Rees
CAD	Jason Walker or Curtis Grannan

EXHIBIT C

STATE OF INDIANA)
) SS
COUNTY OF Marion)

AFFIDAVIT REGARDING E-VERIFY

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

1 The undersigned is the Executive VP of Wessler Engineering
(job title) (company name)

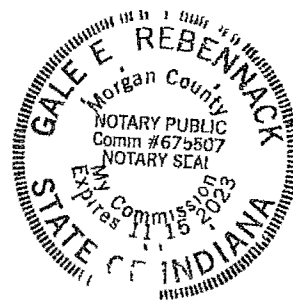
2 The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services

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

Dreama Doolittle
Signature

Dreama Doolittle
Printed name



STATE OF INDIANA)
) SS
COUNTY OF Marion)

Before me, a Notary Public in and for said County and State, personally appeared Dreama Doolittle and acknowledged the execution of the foregoing this 23rd day of January, 2018

My Commission Expires 11-15-2023

County of Residence Morgan

Gale E Rebenack
Notary Public
Gale E Rebenack
Name Printed

EXHIBIT D

NON-COLLUSION AFFIDAVIT

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

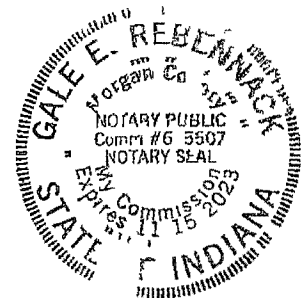
OATH AND AFFIRMATION

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

Dated this 23rd day of January, 2018

Dreama Doolittle
Signature

Dreama Doolittle
Printed name



STATE OF INDIANA)
) SS
COUNTY OF Marion)

Before me, a Notary Public in and for said County and State, personally appeared Dreama Doolittle and acknowledged the execution of the foregoing this 23rd day of January, 2018

My Commission Expires 11-15-2023

County of Residence Marion

Gale E Rebennack
Notary Public
Gale E Rebennack
Name Printed



MEMORANDUM

TO Mayor & Controller
FROM Jane Fleig, Utilities
DATE 1/22/2018
RE Smith Brehob & Assoc , Inc Agreement for Professional Engineering Services

Funding Source 009-U10500

Total Dollar Amount of Contract Not to Exceed \$78,800 00

Expiration Date of Contract February 5, 2019 *w/NO Renewal period.*

Department Head Initials of Approval *VAK*

Due Date For Signature For USB meeting on Monday, February 5, 2018

Record Destruction Date (Legal Dept to fill in) *2029*

Legal Department Internal Tracking # *18-070*

PREVIOUSLY REVIEWED BY & RETURN SIGNED CONTRACT TO THIS ATTORNEY

Christopher J Wheeler

ATTORNEY IS TO RETURN SIGNED CONTRACT TO THIS DEPARTMENTAL EMPLOYEE

Jane Fleig

Summary of Contract Smith Brehob & Assoc , Inc will provide topographic survey of the route of the water main and prepare a set of construction plans, specifications and bid documents for the installation of a new water main and reconnection of services and branches along Arlington Road as part of the Water Main Replacement program

PROJECT NAME **Arlington Road Water Main Replacement**
PROJECT NUMBER _____

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT is entered into by and between the City of Bloomington Utilities Department (hereinafter referred to as "City"), and Smith Brehob & Associates, Inc, a for-profit domestic corporation duly incorporated in the State of Indiana, with its principal place of business located at 453 South Clarizz Boulevard, Bloomington, IN 47401 (hereinafter referred to as "Consultant"),

WITNESSETH

WHEREAS, the City wishes to replace the existing 8" water main along Arlington Road from 17th Street north to Prow Road, and

WHEREAS, the City requires the services of a professional engineering firm to provide topographic survey of the route of the water main and prepare a set of construction plans, specifications and bid documents for the installation of a new water main and reconnection of services and branches along the route (hereinafter referred to as the "Services"),

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

WHEREAS, Consultant has the experience and professional expertise and is willing and able to provide such Services to the City

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

- 1 Effective date** The effective date for this Agreement is the date last entered in the signature blocks below
- 2 Term** This Agreement shall expire once all terms and conditions of this Agreement are completed, or on the 5th day of February, 2019, whichever shall first occur
- 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 Seventy Eight Thousand Eight Hundred and Zero-One Hundredths (\$78,800 00) Dollars. No additional work shall be performed until and unless additional funding is approved by the City and an amendment to this Agreement reached by both parties herein under the same formality as this Agreement

- 4 **Scope of Services** Consultant shall provide required Services for the City which are attached hereto, marked as Exhibit "A" and incorporated herein by reference

Time is of the essence and 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 expeditiously perform all Services in a manner consistent with the requisite professional skills, care and orderly progress of the work.

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 for any purpose.

- 5 **Standard of Care** Consultant shall be responsible for completion of the Services in a manner sufficient to meet the professional standards consistent with that of the industry. The City shall be the sole judge of the adequacy of Consultant's work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such performance.

- 6 **Responsibilities of the City** The City shall provide all necessary information regarding requirements for the Services. The City shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and 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 Service Provider shall provide a detailed billing statement in the form of an invoice describing the particular labor and services provided and the relevant rate for each service. The City shall pay said invoice within forty five (45) days of its receipt, provided that the Service Provider has successfully completed the agreed upon work to the City's satisfaction. The City shall not make payment for any unauthorized work or expenses.

- 8 **Appropriation of Funds** Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the Utilities Board itself, to appropriate funds or otherwise, then the Board shall have the right to terminate this Agreement without penalty as set forth below.

- 9 **Termination** In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to the 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 11 herein

10 Identity of Consultant Consultant acknowledges that one of the primary reasons for its selection by the City to perform the duties described in this Agreement is the qualification and experience of the principal personnel whom Consultant has represented will be responsible therefor. Consultant thus agrees that the work to be done pursuant to this Agreement shall be performed by the principal personnel described in Exhibit "B", Principal Personnel, and such other personnel in the employ under contract or under the supervision of Consultant whom the City shall approve. Exhibit "B" is attached hereto and incorporated herein by reference as though fully set forth. The City reserves the right to reject any of the Consultant's personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

11 Ownership of Documents and Intellectual Property All documents, drawings and specifications, including digital format files, prepared by 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.

12 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.

13 Indemnification Consultant shall defend, indemnify and hold harmless the City of Bloomington, its directors, 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 Subconsultants or anyone for whom the Consultant is legally liable.

14 Insurance During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect:

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

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

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

Consultant shall provide evidence of each insurance policy to the City prior to the commencement of work under the Agreement. Approval of the 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.

- 15 **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.

- 16 **Waiver** No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

- 17 **Severability** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

- 18 **Assignment** Neither the City nor the 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.

- 19 **Third Party Rights** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant
- 20 **Governing Law and Venue** This Agreement shall be governed by the laws of the State of Indiana Venue of any disputes arising under this Agreement shall be in Monroe County, Indiana
- 21 **Non-Discrimination** Consultant shall comply with City of Bloomington Ordinance 221 020 and all other federal, state and local laws and regulations governing non-discrimination in employment
- 22 **Verification of New Employees' Immigration Status** Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program (This is not required if the E-Verify program no longer exists) Contractor shall sign an affidavit, attached as **Exhibit "C"**, affirming that Contractor does not knowingly employ an unauthorized alien "Unauthorized alien" is defined at 8 U S Code 1324a(h)(3) as a person who is not a U S citizen or U S national and is not lawfully admitted for permanent residence or authorized to work in the U S under 8 U S Code chapter 12 or by the U S Attorney General

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

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

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

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

- 24 Compliance with Laws** In performing the Services under this Agreement, 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
- 25 Notices** Any notice required by this Agreement shall be made in writing to the addresses specified below

City City of Bloomington Utilities, P O Box 1216, Bloomington, IN
47402 Attn Jane Fleig, PE

Consultant Smith Brehob & Associates, Inc, 453 South Clarizz Boulevard,
Bloomington, IN 47401 Attn Steven Brehob

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

- 26 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
- 27 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 OF BLOOMINGTON

By _____
Sam Frank, President dated
Utilities Service Board

Attest *V. Kelson* 2/1/2018
Vic Kelson, Director dated
Utilities

for *Phillippa M. Guthrie* 2-1-18
John Hamilton, Mayor dated
City of Bloomington

Smith Brehob & Associates, Inc

By *Steven A. Brehob*
Name Steven A Brehob dated 1-18-2018
Title President

Attest *Katherine E. Stem*
Name Katherine E Stem dated 1-18-2018
Title Secretary

CITY OF BLOOMINGTON
Legal Department
Reviewed By *Christina White*
DATE JAN 30, 2018

CITY OF BLOOMINGTON
Controller
Reviewed by *Chouard*
DATE 11.3.18
FUND/ACCT 009 - 610500

Exhibit A

Smith Brehob & Associates, Inc



Stephen L. Smith PE LS
Steven A. Brehob BS CNT
Todd M. Borgman PLS
Don Kocarek L.A.
Katherine E. Stein PE

"Providing professional land planning, design, surveying and approval processing for a quality environment"

January 09, 2018

Greg Nettleton
Utilities Engineer
City of Bloomington Utilities
Bloomington, IN 47401

RE Arlington Road Water Main Replacement

Dear Greg,

Thank you for requesting a proposal from Smith Brehob & Associates, Inc for the Arlington Road Water Main Replacement project. Our meeting on December 18th was productive, and we feel that we have a good understanding of the project scope and the services being requested.

General Scope of Project – The existing 8" water main along Arlington Road from 17th Street north to Prow Road needs to be replaced. The main has exceeded its design life and has become an ongoing maintenance concern. The scope of the project includes design of a new 8" main to be installed within the pavement of Arlington Road, to extend north from 17th Street, cross under the bypass and continue to its termination on Prow Road. The line may be designed and constructed in phase, depending upon funding and need. Work will be completed in the summer of 2018 such that City Public Works can repave Arlington Road in the fall of 2018.

Scope of SBA Services – SBA will complete a topographic survey of the route of the water main from 17th Street north to Prow Road and prepare a set of construction plans, specifications and bid documents for the installation of a new main and reconnection of services and branches along the route. The following paragraphs explain the scope of service proposed by SBA.

Topographic Survey – SBA will prepare a detailed topographic survey of the project route beginning at 17th Street and continuing north to the existing 6" main termination points on Prow Road. The survey will identify existing grades, features, improvements and utilities within the right-of-way of Arlington Road and up to a width of 100' in locations where homes, business and adjacent roadways are present to identify meter locations, service lines and smaller branch



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mains Elevations will be recorded to the nearest 0.10' and coordinated with geotechnical data. This work presumes that utilities within the right-of-way and existing water meter locations will be marked by IUPPS and the City of Bloomington Utilities Department. This scope also includes determination of existing right-of-way lines and apparent property lines, though right-of-way acquisition is not anticipated or proposed for the project.

Lump sum fee \$12,800

Design and Preparation of CD's – SBA will design an 8" replacement main within the existing right-of-way and prepare a detailed set of construction documents. Plans will consist of plan and profile sheets and detail sheets for the main replacement, service line reconnections, connections to branch mains and the road bore under the Bypass. Maintenance of traffic plans and sign details will be included as well as it is anticipated that the replacement main will be installed under the western edge of pavement lane line and the roadway will remain open. This phase also includes the preparation and processing of agency permits including IDEM Water, INDOT Bore, INDOT Cut Road Permit and City of Bloomington R/W Excavation Permit. Construction cost estimates will be prepared at critical points of the design process for review and evaluation. Completion of this phase of the project will bring it to a point that it is ready for bidding and construction.

Lump sum fee \$48,000

Bid Documents – SBA will prepare a set of bid documents using the EJCDC Contract Documents including solicitation, advertisement and invitation to bid. SBA will also assist in evaluation of the bids and make a recommendation to the Utilities Service Board regarding acceptance of the bids.

Lump sum fee \$5,000

Geotechnical Investigation – SBA recommends that a geotechnical investigation be completed along the route of the water main to determine depth to bedrock. Rock removal can affect a project cost substantially and needs to be understood during the design process, by potential bidders and during construction. SBA will seek bids from geotechnical firms for this work based on a completed conceptual plan outlining potential areas of concern once the topographic survey and design development work has been completed. The fee for geotechnical work will be a NTE amount of \$13,000 and assumes at 60 borings taken in the edge of pavement of Arlington Road and includes traffic control.

Estimated fee from Geotechnical Consultant \$13,000 NTE

Cost Implications for Phasing of the Design and Construction

If CBU determines that the design and construction of the project should be phased, some modification of fees described above will need to be made. For discussion purposes, the following phases have been assumed.



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Phase 1 – 17th Street to the south side of the Bypass

Phase 2 – Bore under the Bypass

Phase 3 – North side of the Bypass to Prow Road Connection

If the design and construction is phased, some work will have to be duplicated. Some work could stand alone from phase to phase and could be used to build from for additional phases. A prorated split of fees based on length cannot be made and it should be understood that some modifications to the plans and bid documents may be required for future phases if improvements within the area are made that would affect the work. We propose that the entire route be surveyed at one time and then field checked later for subsequent phases. We recommend that all geotechnical work be completed at one time so that it can be coordinated with the survey data. Additional survey work to identify improvements made since the original survey may be required. Compensation for those modifications to the design or topographic and right-of-way information based on changed conditions would need to be made.

Topographic Survey – Lump sum fee \$12,500

Geotechnical – Estimated \$2500 to \$4000

Phase 1 Design and CD's - \$26,000

Phase 1 Bid Documents – Lump sum fee \$5,000

Phase 2 Design and CD's - \$6,500

Phase 2 Bid Documents – Lump sum fee \$2,500

Phase 3 Design and CD's - \$18,000

Phase 3 Bid Documents – Lump sum fee \$2,500

Other SBA Services – Additional services that may be provided by SBA or coordinated by our staff but have not been included in this agreement, include construction administration, construction staking, as-built surveys, right-of-way and easement appraisals and acquisition, geotechnical or environmental studies, wetlands delineation, financial feasibility studies, and significant revisions after substantial completion.

Schedule – We can begin work on the project upon receipt of a Notice to Proceed and execution of a formal agreement. SBA will work with CBU personal to complete the design and bid process such that the project is ready for construction in the late spring or early summer of 2018. This should allow the work to be completed and the roadway repaved in November of 2018.

Smith Brehob & Associates, Inc



"Providing professional land planning, design, surveying and approval processing for a quality environment"

Thank you for giving Smith Brehob & Associates, Inc the opportunity to provide professional services to the City of Bloomington Utilities Department. We look forward to working with you on this project. Should you have any questions or need any additional information, please contact me.

Sincerely,

Steven A. Brehob
Smith Brehob & Associates, Inc

Cc: Jane Fleig

EXHIBIT B

PERSONNEL AND COMPANY QUALIFICATIONS

The following SBA personnel will be utilized to complete the project. Their capacity in the project is noted as well.

Katherine E. Stein – Lead Design Engineer and Engineer of Record

Kendall C. Kenoke – Design Engineer / Production

Steven A. Brehob – Quality Control / Bid Documents

A project specific Certificate of Insurance meeting the requirements of Article 14 of this agreement is attached from Smith Brehob & Associates, Inc.

EXHIBIT C

STATE OF INDIANA)
) SS
COUNTY OF Monroe)

AFFIDAVIT REGARDING E-VERIFY

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

1 The undersigned is the President of Smith Brehob & Associates, 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

Steven A. Brehob
Signature

Steven A Brehob
Printed name

STATE OF INDIANA)
) SS
COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared STEVEN A. BREHOB and acknowledged the execution of the foregoing this 18th day of JANUARY, 2018

My Commission Expires 8/2/2024

County of Residence Monroe

Larry J Beckman
Notary Public
Larry J Beckman
Name Printed



EXHIBIT D

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this 18th day of JANUARY, 2018

Steven A. Brehob
Signature

Steven A Brehob
Printed name

STATE OF INDIANA)
) SS
COUNTY OF Monroe

Before me, a Notary Public in and for said County and State, personally appeared Steven A Brehob and acknowledged the execution of the foregoing this 18th day of JANUARY, 2018

My Commission Expires 8/2/2024

County of Residence Monroe

Larry J Beckman
Notary Public

Larry J Beckman
Name Printed





SMITH-1

OP ID. HD

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
01/18/2018

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

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

PRODUCER First Insurance Group, Inc 1405 North College Bloomington, IN 47404 abc Insurance Services Inc	812-355-4609	CONTACT NAME Heidi Darling PHONE (A/C No Ext) 812-355-4609 FAX (A/C No) 812-331-3233 E MAIL ADDRESS heidid@figprotects.com														
INSURED Smith Brehob & Assoc , Inc Attn Larry Beckman 453 S Clarizz Blvd Bloomington, IN 47401		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A Cincinnati Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B Eastern Alliance Insurance</td> <td></td> </tr> <tr> <td>INSURER C</td> <td></td> </tr> <tr> <td>INSURER D</td> <td></td> </tr> <tr> <td>INSURER E</td> <td></td> </tr> <tr> <td>INSURER F</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A Cincinnati Insurance Company		INSURER B Eastern Alliance Insurance		INSURER C		INSURER D		INSURER E		INSURER F	
INSURER(S) AFFORDING COVERAGE	NAIC #															
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INSURER B Eastern Alliance Insurance																
INSURER C																
INSURER D																
INSURER E																
INSURER F																

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRQ-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y		EPP 0080824	04/22/2017	04/22/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON OWNED AUTOS ONLY	Y		EPP 0080824	04/22/2017	04/22/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE DED <input checked="" type="checkbox"/> RETENTION \$ None			EPP 0080824	04/22/2017	04/22/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	03 0000553098 03	04/22/2017	04/22/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH ER E L EACH ACCIDENT \$ 500,000 E L DISEASE EA EMPLOYEE \$ 500,000 E L DISEASE POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101 Additional Remarks Schedule may be attached if more space is required)

RE Arlington Road Water Main Replacement
 With respect to this project, The City of Bloomington, the City and the officers, employees and agents are additional insureds with regard to the general liability and auto liability as required by written contract Coverage is primary and non-contributory per policy terms and conditions

CERTIFICATE HOLDER CITY-13 City of Bloomington 401 N Morton St Post Office Box 100 Bloomington, IN 47402	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS AUTHORIZED REPRESENTATIVE
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SMITNEU 01

FITZER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/18/2018

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

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

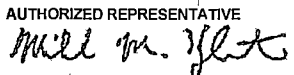
PRODUCER Hylant Bloomington 100 South College Ave Ste 230 Bloomington, IN 47404	CONTACT NAME Erin Fitz	
	PHONE (A/C No Ext) (812) 332 4484	FAX (A/C No) (812) 333 3068
E MAIL ADDRESS erin.fitz@hylant.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A Travelers Cas & Surety of Amer		31194
INSURED Smith Brehob & Associates Inc 453 S Clarizz Boulevard Bloomington IN 47401	INSURER B	
	INSURER C	
	INSURER D	
	INSURER E	
	INSURER F	

COVERAGES CERTIFICATE NUMBER REVISION NUMBER

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA/LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH ER <input type="checkbox"/> E L EACH ACCIDENT \$ E L DISEASE EA EMPLOYEE \$ E L DISEASE POLICY LIMIT \$
A	Professional Liab			105245357	03/03/2017	03/03/2018	Occurrence/Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101 Additional Remarks Schedule may be attached if more space is required)
RE Arlington Road Water Main Replacement

CERTIFICATE HOLDER City of Bloomington Utilites Department PO Box 1216 Bloomington, IN 47402	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS AUTHORIZED REPRESENTATIVE 
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MEMORANDUM

TO Mayor Hamilton
FROM Jane Fleig - Utilities
DATE. 2/5/2018
RE Request Approval of Utility Relocation Agreement with INDOT

Funding Source No expense to City

Total Dollar Amount of Contract No expense to City

Expiration Date of Contract: Date of Utilities acceptance of INDOT work performed

Due Date For Signature ASAP

Record Destruction Date (Legal Dept to fill in) 2030

Internal Tracking Number 18-076

PREVIOUSLY REVIEWED BY & RETURN SIGNED CONTRACT TO THIS ATTORNEY

Christopher J Wheeler

ATTORNEY IS TO RETURN SIGNED CONTRACT TO THIS DEPARTMENTAL EMPLOYEE

Jane Fleig

Summary of Contract

INDOT will relocate at 100% INDOT's expense certain CBU infrastructure as follows extension of casing at Third Street, a waterline relocation at third street, and a vented manhole at the wayport cul-d-sac CBU will inspect and approve of all work prior to taking over said infrastructure All inspection costs shall also be reimbursed by INDOT

INDIANA DEPARTMENT OF TRANSPORTATION
HIGHWAY UTILITY AGREEMENT

Agreement Amount \$90,000 Des No 1297885
Agreement Type 2 Project No I-69 Section 5
Work Description Water Line Relocation Road State Road 48 / 3rd Street
Sanitary air-release modification County Monroe

THIS AGREEMENT, made and entered into the 18th day of January, 20 18, by and between
City of Bloomington Utilities, a Municipal Utility

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

construct State Road 48 / 3rd Street — WITNESSETH

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

WHEREAS, due to the said highway construction certain adjustments, removals, alterations,
and/or relocations of the existing facilities of the Utility will have to be made as shown on the plan marked
Exhibit "A" attached hereto and incorporated by reference,

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/legisregs/directives/cfr23toc.htm> on the FHWA website) and 23 CFR 645 Subpart
A, which is hereby incorporated by reference, in order to receive reimbursement,

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 – PREPARATION OF RELOCATION PLANS FOR INDOT'S CONSTRUCTION CONTRACT

The Utility shall prepare, or cause to be prepared, all plans, specifications and a preliminary itemized cost estimate, for relocation of the Utility's facilities that need to be relocated in order to construct INDOT's project. INDOT's construction contract will require the contractor, which is awarded the contract, to list the Utility as an additional named insured. In addition, INDOT's construction contract will provide that the Utility is a third-party beneficiary with respect to the relocation work. No changes to the plans or specifications for relocation of the Utility's facilities shall be made without the written approval of the Utility. INDOT will prepare the final engineer's estimate for the construction contract.

SECTION 2 – AWARDING OF CONSTRUCTION CONTRACT

INDOT will advertise one (1) contract for bids which includes the plans and specifications for relocation of the Utility's facilities and INDOT's plans and specifications for INDOT's project. Upon receipt of an acceptable bid in accordance with State law, INDOT will award a contract for construction of the work. The Utility agrees to have the contractor to whom INDOT awards the contract relocate the Utility's facilities.

SECTION 3 – CONSTRUCTION TESTING AND INSPECTION

INDOT will provide construction inspection and testing services to monitor the contractor's relocation of the Utility's facilities. The Utility may inspect, at its own cost, the relocation of the Utility's facilities. The Utility shall timely advise INDOT, in writing, of any deficiencies that are observed. Prior to INDOT's final acceptance of the construction contract, the Utility shall make an inspection of the Utility's relocation work and advise INDOT in writing of the Utility's acceptance thereof. Such acceptance shall not be unreasonably withheld.

SECTION 4 – SUBORDINATION OF RIGHTS

The existing facilities (are) (are not) located on public right-of-way. If such facilities are located on property, other than public right-of-way, and the Utility either has an easement thereon or a continuing right to maintain the facilities in that location, the Utility, for and in consideration of this agreement, shall subordinate the Utility's rights herein to those of INDOT in the highway right-of-way by executing an individual subordination agreement.

SECTION 5 – REIMBURSEMENT

- (a) 100 % of the cost to design and prepare construction plans, specifications and preliminary itemized cost estimate for relocation of the Utility's facilities shall be borne by INDOT.
- (b) 100 % of the cost to provide testing and inspection services for relocation of the Utility's facilities shall be borne by INDOT.
- (c) INDOT shall bear 100 % of the cost of relocating the Utility's facilities. (See exhibit "B")

The cost of relocation of the Utility's facilities (provided for in (c)) shall equal the amount paid by INDOT to the contractor (based upon the actual units of work performed at the unit prices set out in the contractor's itemized proposal or extra work agreement), selected in accordance with the procedure in Section 2.

The estimated cost of relocation is \$90,000 (See Exhibit "B" for an itemized estimate of all anticipated costs, including but not limited to, materials, labor, and equipment costs.)

The estimated cost of non-reimbursable relocation work to the utility's facilities is \$0.00. The Utility has appropriated, duly made and entered of record, the sum of \$0.00 to apply to the cost of the project. A copy of the Utility's official record wherein such appropriation was made is attached as Exhibit "C". If the amount to be contributed by the utility is zero then no Exhibit "C" is attached.

SECTION 6 – COMPLETION OF PROJECT

Upon final acceptance of the contractor's work (the construction contract) by INDOT, the Utility shall be responsible for maintenance, repair, and/or reconstruction of the Utility's facilities.

SECTION 7 – WAIVER

In consideration for INDOT's participation in this contract, the Utility waives any claim, demand, or expectation it may have in the future against INDOT based upon any negligent omission and/or commission by INDOT's contractor performing the relocation of the Utility's facilities.

SECTION 8 – PAYMENTS

Within forty-five (45) days after the contract is awarded, the Utility shall pay INDOT a sum equal to one hundred percent (100%) of the Utility's share of the bid price for construction as stated above in Section 5. If an Advice of Change Order (AC) is approved which increases the Utility's share of the project cost, the Utility shall pay INDOT within thirty (30) days a sum equal to one hundred percent (100%) of such increased cost. If the Utility's share is less than the amount the utility has contributed, then INDOT will refund the difference within thirty (30) days.

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 9 – BINDING UPON SUCCESSORS OR ASSIGNS

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

SECTION 10 – 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 judgments for damages, or injuries to or death of 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 or omissions of the Utility, its employees or agents or contractors, 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 Department of Transportation or the State.

SECTION 11 – INCORPORATION OF THE UTILITY POLICY GUIDE

The Policy 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 12 – 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 13 – 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 agreement 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 agreement shall be reviewed by the Office of the Indiana Attorney General and the UTILITY to determine whether the provisions of this agreement require formal amendment

This Agreement 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 14 – 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 15 – 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 Agreement,
 - 2 An individual who has an interest of three percent (3%) or more of the Utility, if the Utility is not an individual, or
 - 3 Any member of the immediate family of an individual specified under subdivision 1 or 2
 - “Commission” means the State Ethics Commission
- B INDOT may cancel this Agreement without recourse by the Utility if any interested party is an employee of the State of Indiana

- C INDOT will not exercise its right of cancellation under section B, above, if the Utility gives INDOT an opinion by the Commission indicating that the existence of this Agreement and the employment by the State of Indiana of the interested party does not violate any statute or code relating to ethical conduct of INDOT employees. INDOT may take action, including cancellation of this Agreement, consistent with an opinion of the Commission obtained under this section.
- D The UTILITY has an affirmative obligation under this Agreement to disclose to INDOT 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 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 INDOT and the Indiana Department of Administration within ten (10) days after receiving actual notice that the Utility or an employee of the UTILITY 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 agreement payments, termination of this Agreement and/or debarment of agreement opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total agreement 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 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 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,

B Establishing a drug-free awareness program to inform its 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 INDOT 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) taking appropriate personnel action against the employee, up to

and including termination, or (2) requiring 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 – FUNDING CANCELLATION CLAUSE

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 an agreement, the agreement 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 18 – NON-DISCRIMINATION

- A Pursuant to I.C. 22-9-1-10, 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 agreement, 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 agreement.
- 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 this agreement.

SECTION 19 – 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 20 – CERTIFICATION FOR FEDERAL-AID 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 agreement 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 21 – APPROVAL OF ATTORNEY-GENERAL

This Agreement shall not be effective unless and until it is approved by the Attorney General of Indiana or an authorized representative, as to form and legality.

SECTION 22 – 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 hereunder, and Executive Order 05-12, dated January 12, 2005. 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 Utility may be subject to penalties under Indiana Code § 4-2-6-12.

SECTION 23 – NON-COLLUSION

The undersigned attests, subject to the penalties for perjury, that he/she is the Utility, 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 Utility, 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 this Agreement.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY 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:

~~ATTEST~~ CITY OF BLOOMINGTON

CITY OF BLOOMINGTON UTILITIES
(Utility Name)

~~ATTEST~~ (Secretary of Utility - Signature)
CITY OF BLOOMINGTON UTILITIES
BY ITS UTILITY SERVICE BOARD

Philippa M. Guthrie
(Signature of Officer)

(Secretary's Name, Printed or Typed)

Corporation Counsel
(Officer's Name, Printed or Typed)

UTILITIES SERVICE BOARD
PRESIDENT

Philippa M. Guthrie
(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)

City of Bloomington

(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 McGuinness
Commissioner

ACKNOWLEDGEMENT

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_____

(Seal)

(Signature)

(Notary Public, Printed or typed)

Approved

Approved

Jessica Robertson, Commissioner
Department of Administration

Brian E Bailey, Director
State Budget Agency

Date _____

Date _____

APPROVED AS TO LEGALITY AND FORM

Gregory F Zoeller, Attorney General of Indiana

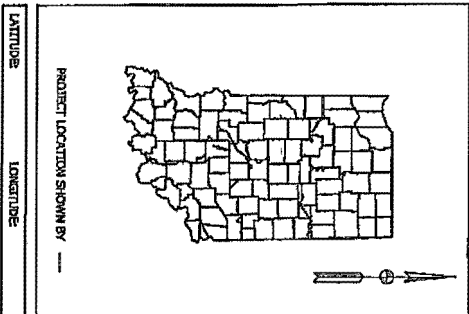
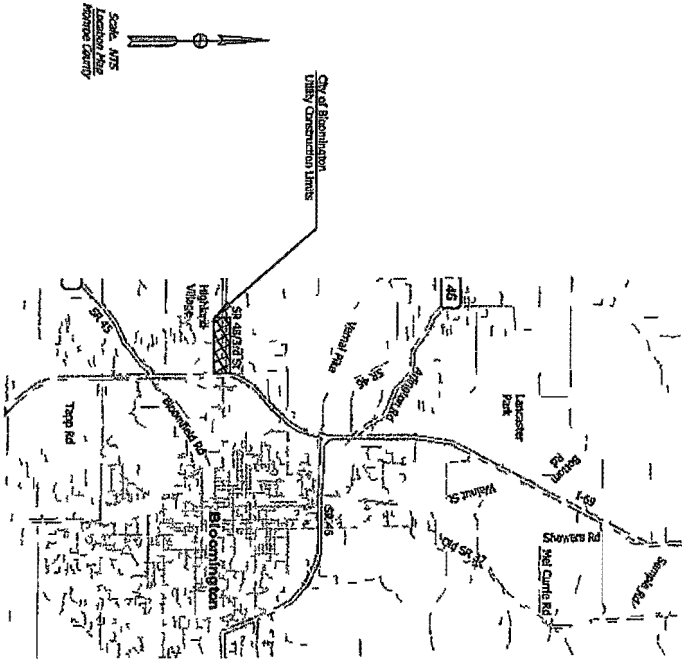
Date Approved

Sheet No.	Description
1	Cover Sheet
2	General Notes & Legal Notes
3-4	Plan & Elevation
5-6	SW of STA 48+00 TO STA 52+00
7	FROM STA 52+00 TO STA 56+00

CITY OF BLOOMINGTON

UTILITY PLANS

STATE ROAD 48 / 3RD STREET WATER RELOCATION UNIT 4A



EXHIBIT

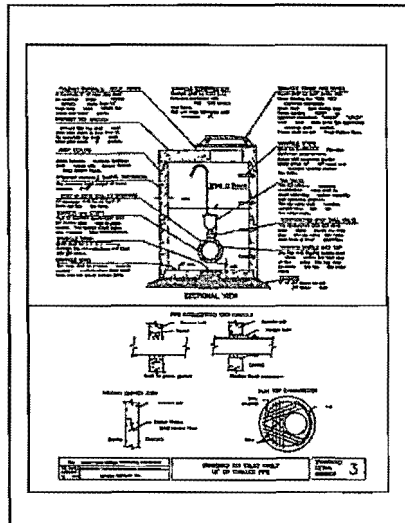
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3/18/2016

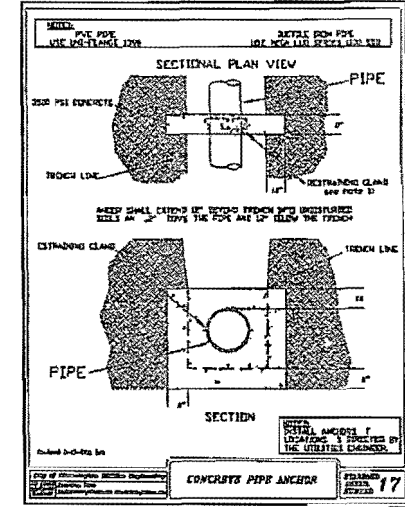
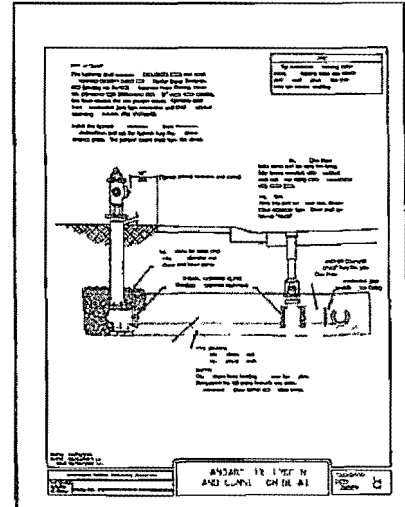
<p>Scale: NTS As Shown Horizontal Curve</p>		<p>City of Bloomington Utility Construction Limits</p>		<p>NAME: D.L. Johnson, LLC ADDRESS: 317/334-1120 PHONE: 317/334-1120 DATE: 4-17-2016 CITY OF BLOOMINGTON</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>DATE</th> </tr> <tr> <td>1</td> <td>DESIGNED BY</td> <td>3/18/2016</td> </tr> <tr> <td>2</td> <td>CHECKED BY</td> <td>3/18/2016</td> </tr> <tr> <td>3</td> <td>APPROVED BY</td> <td>3/18/2016</td> </tr> </table>	NO.	DESCRIPTION	DATE	1	DESIGNED BY	3/18/2016	2	CHECKED BY	3/18/2016	3	APPROVED BY	3/18/2016
NO.	DESCRIPTION	DATE															
1	DESIGNED BY	3/18/2016															
2	CHECKED BY	3/18/2016															
3	APPROVED BY	3/18/2016															

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

- ### General Notes
- Utilities shall be constructed per current City of Bloomington Construction Specifications and Standard Details.
 - For restraint joint calculations the EBAA Restraint Joint Calculator was used. Inputs into the program were:
 DUCTILE IRON PIPE AND PVC PIPE
 a. Soil Type (SM)
 b. Safety Factor (1.5)
 c. Trench Type (S)
 d. Test Pressure (200 PSI) (Ductile Iron Pipe)
 e. Test Pressure (100 PSI) (PVC Pipe)
 *Should conditions vary from assumptions listed above contractor shall immediately notify the engineer.
 - Water mains shall be Polywrapped Ductile Iron Pipe.
 - Provide separation of water mains from sanitary sewers, storm sewers, or potential sources of contamination in accordance with 327 IAC Article 8. Should the contractor determine these requirements cannot be met, the owner City of Bloomington Utilities (CBU) and Engineer shall be notified immediately for further direction.
 - All valves shall be operated by CBU unless permission is specifically granted in writing.
 - Proposed water main locations are approximate only in that existing utilities or other obstacles may affect the exact alignment and profile of the water main. Utilities, contour changes or other obstacles may increase or decrease this depth accordingly. Water main horizontal and vertical changes are subject to CBU approval. Do not exceed pipe manufacturer's maximum recommended pipe deflection angle.
 - The trench shall be safely opened sufficiently ahead of pipe laying to reveal potential obstructions. The trench shall be properly protected and/or barricaded in accordance with OSHA requirements.
 - The contractor shall coordinate with the City of Bloomington for their forces to install the new water meter pits, setters and new water meters.
 - The contractor shall be responsible for all tests for leakage, infiltration, and deflection as established by CBU. Any sections of water main not passing said tests for acceptance shall be repaired or replaced by the contractor.
 - Coordinate work with CBU all other contractors, and utilities performing work in the area prior to construction.

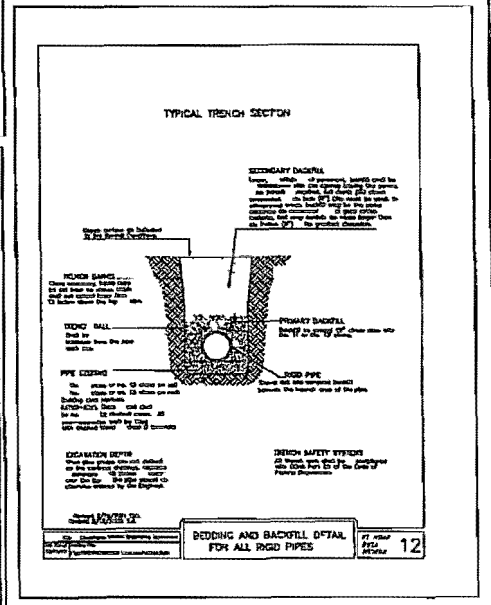


Detail above provides general requirements for all air release valves and vaults. The contractor shall submit shop drawings for air release air vacuum or combination air release valves, as well as valve vaults for each air release valve and vault location to CBU and the engineer for review and approval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



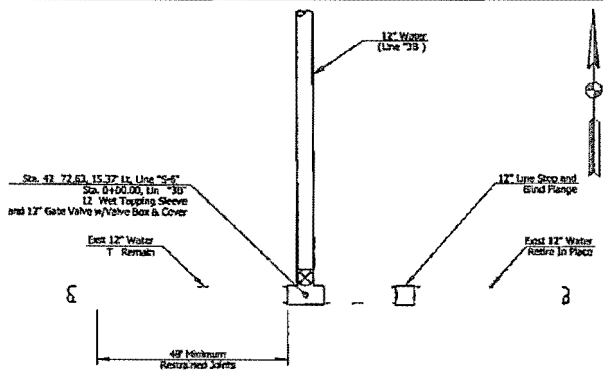
Sequence of Waterline Tie-In Connection

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



Revisions		
Date	Sheet No.	Description

	RECOMMENDED FOR APPROVAL <i>[Signature]</i> DATE: 11/17/2018	INDIANA DEPARTMENT OF TRANSPORTATION GENERAL NOTES AND DETAIL SHEET	SCALE	BRIDGE FILE
	DESIGNED: AAJ CHECKED: MPD		DRAWN: AAJ CHECKED: MPD	DESIGNATION
CITY OF BLOOMINGTON PUBLIC WORKS DEPARTMENT 1000 W. BLOOMINGTON AVENUE BLOOMINGTON, INDIANA 47404-1000		SURVEY BOOK CONTRACT	DESIGN NO.	SHEET
DLZ INDIANA, LLC			2	7
PROJECT NUMBER: 150742-01-5-000		PROJECT	150742-01-5-000	

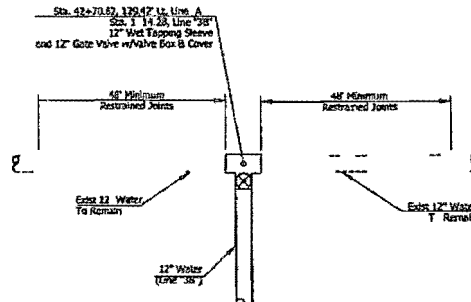


WATER LINE TIE-IN CONNECTION

LINE "3B"

DETAIL 1

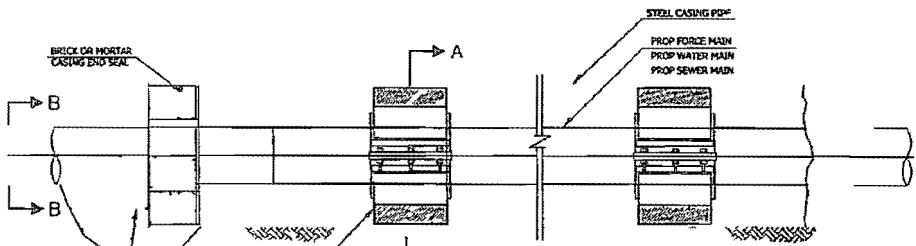
NOTE
 Line Stop to be no closer to the hot tap than a distance of 10 times the pipe diameter
 Mechanically restrain all joints on line stop side of hot tap



WATER LINE TIE-IN CONNECTION

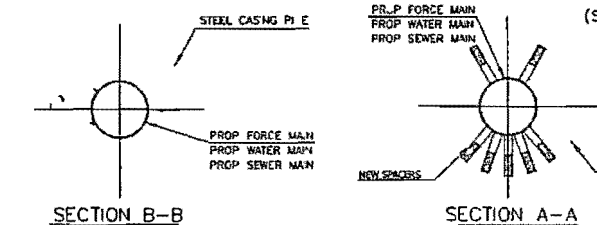
LINE "3B"
 DETAIL 2A

NOTE
 Line Stop to be no closer to the hot tap than a distance of 10 times the pipe diameter
 Mechanically restrain all joints on line stop side of hot tap



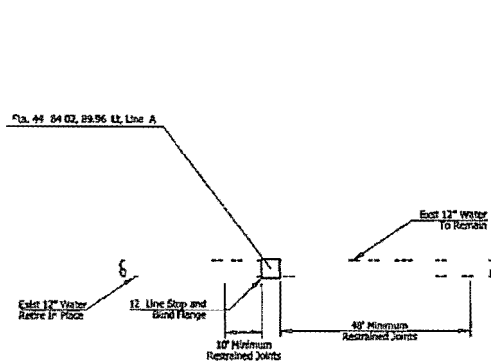
PIPE CASING DETAIL

(SECTION ALONG CENTERLINE OF PIPE)



SECTION B-B

SECTION A-A



WATER LINE TIE-IN CONNECTION

LINE 3B
 DETAIL 2B

REPRODUCTION OF THIS DRAWING IS PROHIBITED

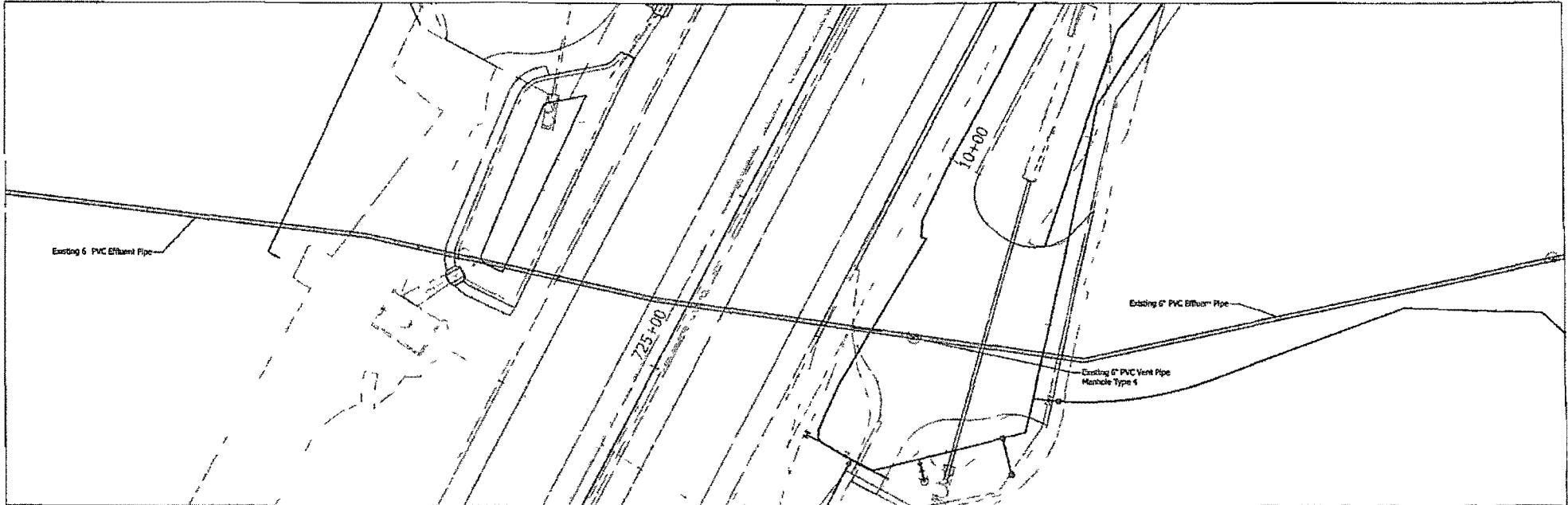
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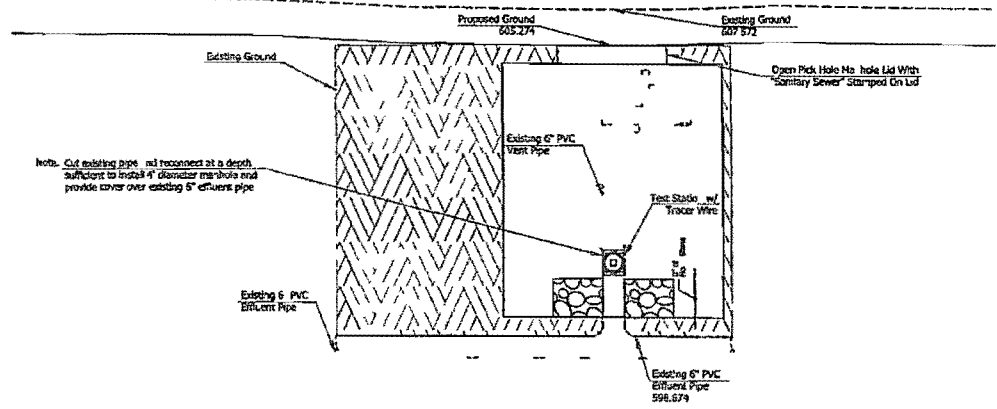
RECOMMENDED FOR APPROVAL	<i>M.P.D.</i>	DATE	1/17/2018
DESIGNED	ANJ	DRAWN	ANJ
CHECKED	M.P.D.	CHECKED	M.P.D.

INDIANA DEPARTMENT OF TRANSPORTATION	
DETAIL SHEET	

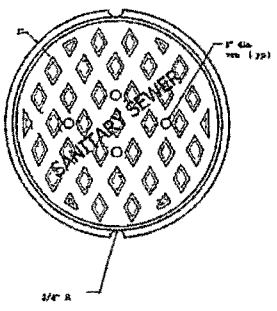
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SURVEY NO.	DWG. NO.
	SHEET
CONTRACT	PROJECT
	123785



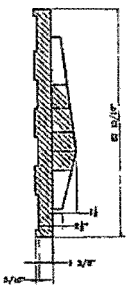
STATION 725+77 23, 111 74 Rt LINE "A"



DETAIL 3 SECTION VIEW
NTS



MANHOLE CASTING
TYPE 4 COVER
NTS



Note: Manhole Casting Type 4 to be in accordance with
INDOT Standard Drawing No. E 729-MHCA-02
INDOT Standard Drawing No. E 729-MHCA-03

Note: For City of Bloomington Utilities Construction Specifications, the words "SANITARY SEWER" shall be cast in the manhole cover

INDOT JOB NO. 11174



RECOMMENDED FOR APPROVAL	DATE
DESIGNED: AAJ	DATE: 5/17/2018
CHECKED: MPD	DATE: 5/17/2018

INDIANA
DEPARTMENT OF TRANSPORTATION

DETAIL SHEET

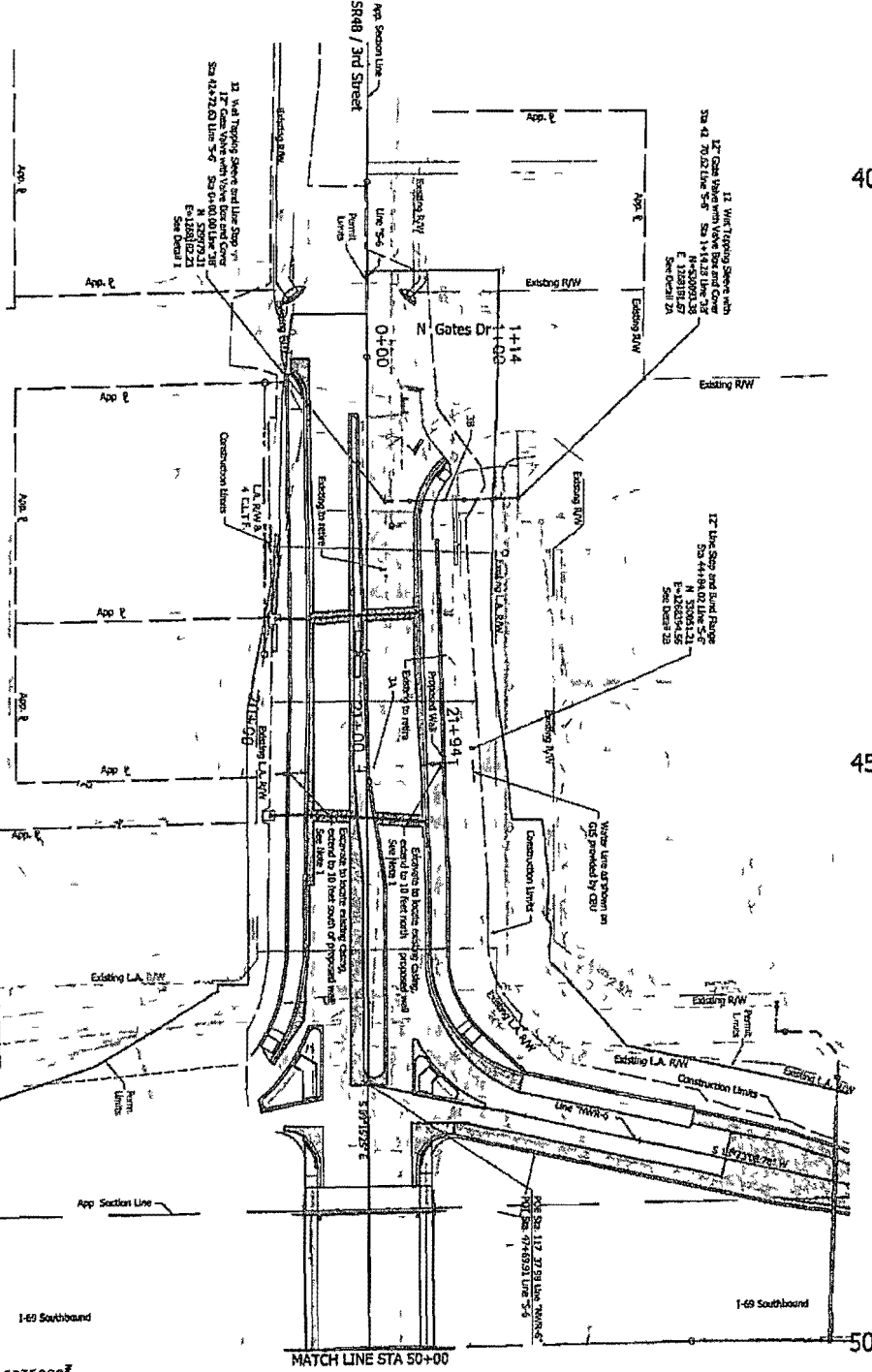
SCALE	BRIDGE FILE
DESIGNATION	
SHEET NO.	SHEET
4 of 7	
PROJECT	1287055

Scale: 1" = 34.4' R.T.W.
Richard Tompkins
Fayette County

40

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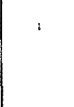
Scale: 1" = 34.4' R.T.W.
Richard Tompkins
Fayette County



Scale: 1" = 34.4' R.T.W.
Richard Tompkins
Fayette County

Scale: 1" = 34.4' R.T.W.
Richard Tompkins
Fayette County

DATE: _____		REVISION: _____	
DRAWN: _____		CHECKED: _____	
SCALE: 1" = 34.4'		DATE: 1.17.2018	
INDIANA			
DEPARTMENT OF TRANSPORTATION			
UTILITY PLAN			
SR 48 / 3RD STREET			
STA 40+00 TO STA 50+00 "S-6"			
PROJECT NO.	DATE	SHEET NO.	TOTAL SHEETS
17250	12/2017	9	10

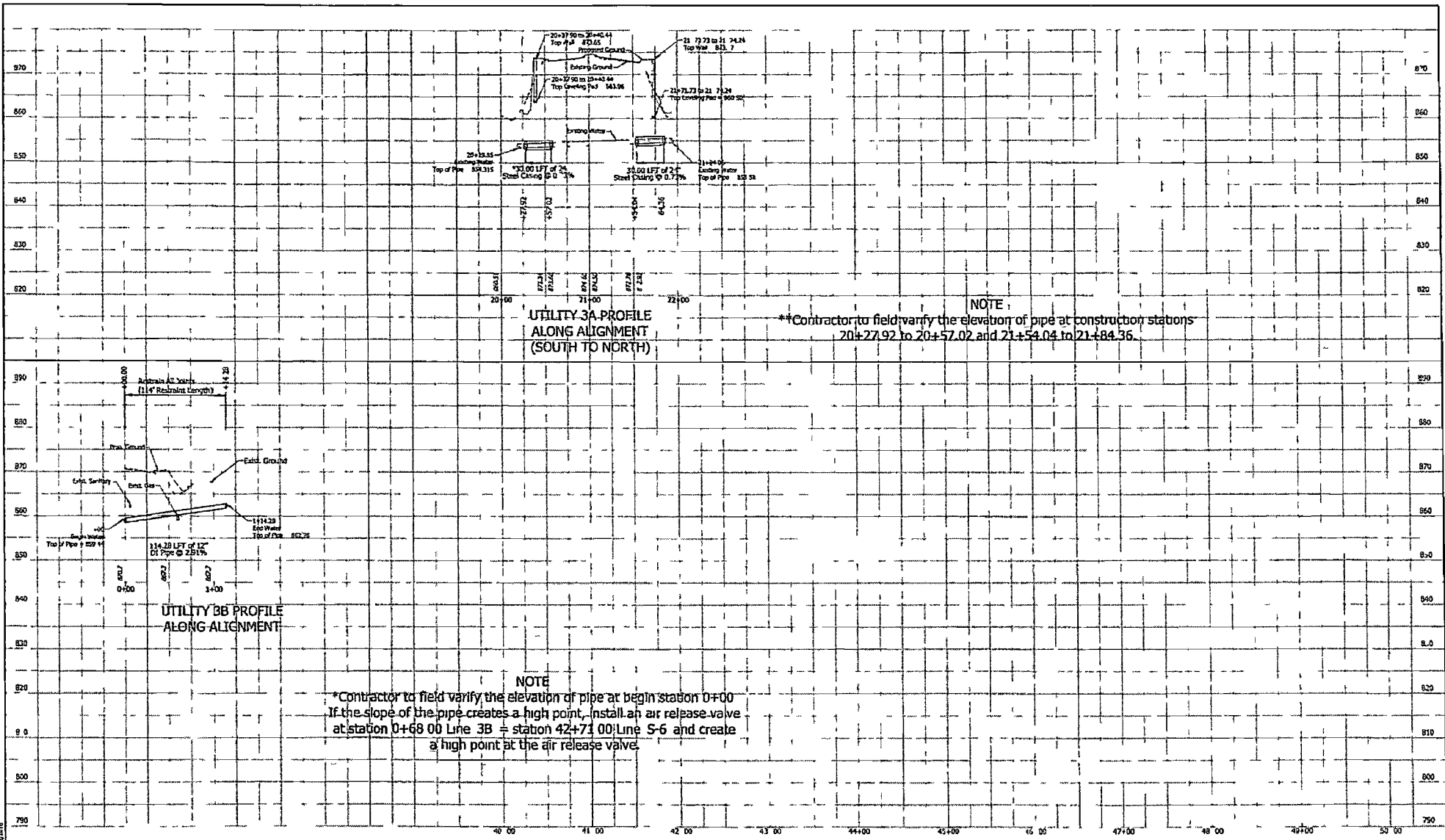


INVESTIGATION REPORT
 STATE OF INDIANA
 DEPARTMENT OF TRANSPORTATION
 DIVISION OF HIGHWAYS

PROJECT NO. 17250
 STA 40+00 TO STA 50+00 "S-6"
 DATE 1.17.2018
 SCALE 1" = 34.4'

PROJECT NO. 17250
 STA 40+00 TO STA 50+00 "S-6"

SHEET NO. 9 OF 10
 DATE 1.17.2018
 SCALE 1" = 34.4'



NOTE: Contractor to field verify the elevation of pipe at construction stations 20+27.92 to 20+57.02 and 21+54.04 to 21+84.36.

NOTE: Contractor to field verify the elevation of pipe at begin station 0+00. If the slope of the pipe creates a high point, install an air release valve at station 0+68.00 Line 3B = station 42+71.00 Line S-6 and create a high point at the air release valve.

DATE	REVISION



RECOMMENDED FOR APPROVAL	<i>[Signature]</i>	DATE	1 17 2018
DESIGNED	AAJ	DRAWN	AAJ
CHECKED	NPD	CHECKED	NPD

INDIANA DEPARTMENT OF TRANSPORTATION

**UTILITY PROFILE
SR 48 / 3RD STREET
STA 40+00.00 TO STA 50+00 S-6"**

SCALE	1"=20'	DWG. NO.	RD-PR-04	SHEET	6 of 7
VERTICAL SCALE	1"=10'	PROJECT	1297285		

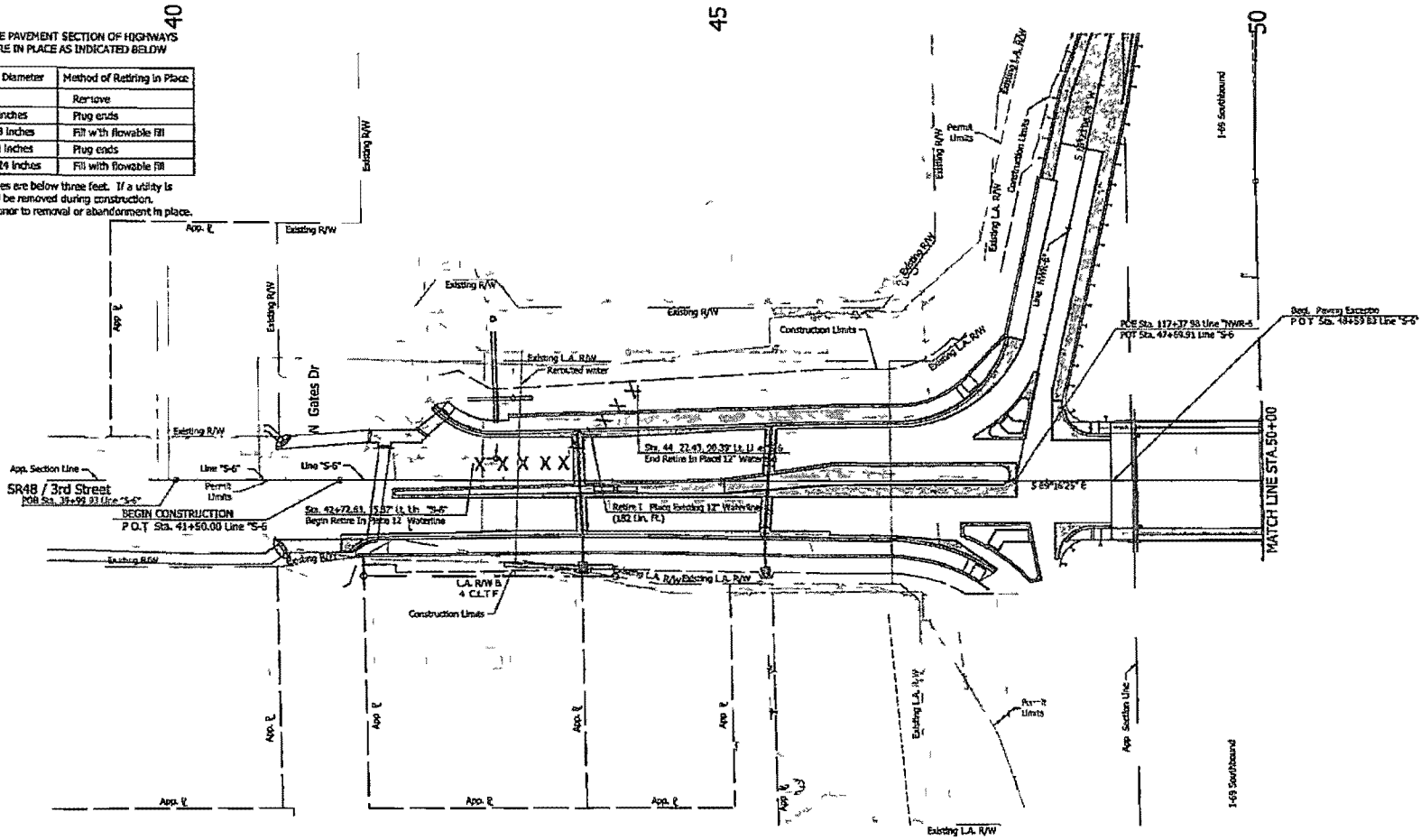
Sec. 36 T-9-N, R 2 W
Richard Township
Monroe County

Sec. 31 T-9-N, R 1 W
Bloomington Township
Monroe County

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

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

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



Sec. 1 T 8-N, R 2 W
Van Buren Township
Monroe County

Sec. 6 T 8-N, R 1-W
Perry Township
Monroe County

Plotted by: [unclear] 2:33 0/PM

DATE	REVISION



RECOMMENDED FOR APPROVAL	DESIGN ENGINEER	1.17.2018	DATE
DESIGNED: AJJ	DRAWN: AJJ	CHECKED: MEB	CHECKED: MEB

INDIANA
DEPARTMENT OF TRANSPORTATION

**SR 48 / 3RD STREET
RETIRE IN PLACE**

SCALE 1" = 50'	BASIS FILE N
SURVEY DATA ELECTRONIC / ADJUD CONTRACT	DWG NO. RD-PH-04
	SHEET 7 of 7
	PROJECT 125783

Exhibit B

Estimated Relocation Construction Costs Package 4A

Casing extension at 3rd (Issue 3A) - \$40k

Waterline Relocation at 3rd (Issue 3B) - \$40k

Vented manhole at Wayport cul-de-sac (Issue 5)- \$10k

Per Section 5(b), reimbursement for testing and inspection services for relocation of the utility's facilities shall be at the previously established rate of \$46.25 per hour



MEMORANDUM

TO Controller/Mayor
FROM Phil Peden
DATE February 1, 2018
RE Approval of Agreement for Professional Services with Bynum Fanyo

Funding Source 010-410500

Total Dollar Amount of Contract \$75,560 00

Expiration Date of Contract January 31, 2020 (with no renewal period)

Department Head Initials of Approval JK

Due Date For Signature ASAP

Record Destruction Date (Legal Dept to fill in) 2030

Tracking Number 18-072

PREVIOUSLY REVIEWED BY & RETURN SIGNED CONTRACT TO THIS ATTORNEY

Christopher J Wheeler

ATTORNEY IS TO RETURN SIGNED CONTRACT TO THIS DEPARTMENTAL EMPLOYEE

Phil Peden

Summary of Contract

Bynum Fanyo will provide engineering consulting services throughout the entire project (from scope specifications and bidding to installation and inspection) to install essential sewer infrastructure (forceman, generator building and lift station) to service the new IU Health Bloomington Hospital campus on the east side of Bloomington

PROJECT NAME IU Health Bloomington Lift Station, Foreman and Generator Building
PROJECT NUMBER _____

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT is entered into by and between the City of Bloomington Utilities Department (hereinafter referred to as "City"), and Bynum Fanyo and Associates, Inc, a for-profit domestic corporation duly incorporated in the State of Indiana, with its principal place of business located at 528 N Walnut St Bloomington IN (hereinafter referred to as "Consultant"),

WITNESSETH

WHEREAS, the City wishes to bid and construct a liftstation, foreman, and generator building in conjunction with the new IU Health Bloomington Hospital, and

WHEREAS, the City requires the services of a professional engineering firm to provide bid phase, construction administration, and inspection (hereinafter referred to as the "Services"),

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

WHEREAS, Consultant has the experience and professional expertise and is willing and able to provide such Services to the City

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

- 1 **Effective date** The effective date for this contract is the date last entered in the signature blocks below
- 2 **Term** This contract shall expire on the 31st day of December, 2020
- 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 Seventy Five thousand five hundred sixty (\$75,560 00) Dollars No additional work shall be performed until and unless additional funding is approved by the City and an amendment to this Agreement reached by both parties herein under the same formality as this Agreement
- 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 hereto and incorporated herein by reference as though fully set forth

Time is of the essence and 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 expeditiously perform all Services in a manner consistent with the requisite professional skills, care and orderly progress of the work

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 for any purpose

- 5 **Standard of Care** Consultant shall be responsible for completion of the Services in a manner sufficient to meet the professional standards consistent with that of the industry. The City shall be the sole judge of the adequacy of Consultant's work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such performance
- 6 **Responsibilities of the City** The City shall provide all necessary information regarding requirements for the Services. The City shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and 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 Service Provider shall provide a detailed billing statement in the form of an invoice describing the particular labor and services provided and the relevant rate for each service. The City shall pay said invoice within forty five (45) days of its receipt, provided that the Service Provider has successfully completed the agreed upon work to the City's satisfaction. The City shall not make payment for any unauthorized work or expenses
- 8 **Appropriation of Funds** Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are, at any time not forthcoming or are insufficient, through failure of any entity, including the Utilities Board itself, to appropriate funds or otherwise, then the Board shall have the right to terminate this Agreement without penalty as set forth below
- 9 **Termination** In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to the 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 11 herein

- 10 **Identity of Consultant** Consultant acknowledges that one of the primary reasons for its selection by the City to perform the duties described in this Agreement is the qualification and experience of the principal personnel whom Consultant has represented will be responsible therefor. Consultant thus agrees that the work to be done pursuant to this Agreement shall be performed by the principal personnel described in Exhibit "B", Principal Personnel, and such other personnel in the employ under contract or under the supervision of Consultant whom the City shall approve. Exhibit "B" is attached hereto and incorporated herein by reference as though fully set forth. The City reserves the right to reject any of the Consultant's personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.
- 11 **Ownership of Documents and Intellectual Property** All documents, drawings and specifications, including digital format files, prepared by 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.
- 12 **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.
- 13 **Indemnification** Consultant shall defend, indemnify and hold harmless the City of Bloomington, its directors, 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 Subconsultants or anyone for whom the Consultant is legally liable.
- 14 **Insurance** During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect:
- a General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate
 - b Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident
 - c Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$2,000,000 annual aggregate
 - d Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the City, and the officers,

employees and agents of each shall be named as insured under the General Liability, Automobile, and Professional Liability Insurance policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance affected by the City will be called upon to contribute to a loss hereunder

Consultant shall provide evidence of each insurance policy to the City prior to the commencement of work under the Agreement. Approval of the 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.

- 15 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.
- 16 Waiver No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.
- 17 Severability The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
- 18 Assignment Neither the City nor the 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.
- 19 Third Party Rights Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

20 Governing Law and Venue This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in Monroe County, Indiana.

21 Non-Discrimination 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.

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

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

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

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

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

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

City City of Bloomington Utilities, P O Box 1216, Bloomington, IN
47402 Attn Phil Peden

Consultant

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

26 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

27 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 the day and year first written above

CITY OF BLOOMINGTON

Bynum Fanyo and Associates, Inc

By _____
Julie Roberts, President dated
Utilities Service Board
Attest [Signature]
Vic Kelson, Director dated
Utilities

By _____ dated
Jeff Fanyo, President
Attest _____
Name Printed _____
Title _____

for Phillippa M. Guthrie 2-1-18
John Hamilton, Mayor dated
City of Bloomington

CITY OF BLOOMINGTON
Legal Department
Reviewed By
Christina J. White
DATE FEB 1, 2018

CITY OF BLOOMINGTON
Controller
Reviewed by
[Signature]
DATE 2/1/18
FUND/ACCT 010-01050

EXHIBIT "A"

SCOPE OF SERVICES

IU Health Bloomington

Lift Station, Force Main and Generator Building

Bid Documents and Construction Administration Proposal

By

Bynum Fanyo and Associates, Inc

January 14, 2018

Bidding Document Preparation and Bid Assistance

The scope of work shall include preparation of bidding documents into CBU format, provide public notice, issue plans and specifications digitally, lead prebid meeting, respond to RFI's, issue updates to the plans as required, attend bid opening, review bids with owner, prepare bid tab and recommendation for the bid award

Fee \$7,400

Construction Administration of Lift Station, Force Main and Generator Building

The scope of work shall include responding to Request for Information (RFI), review shop drawings, lead monthly progress meetings, review monthly progressive pay request, prepare drawings to clarify intent of construction documents, review request of change orders, prepare final inspection and punch list and certify project completion

Fee \$53,760

Lift Station and Generator Building Inspection

The scope of work shall include daily site visits to inspect foundation pours, rebar placement, compliance with construction documents and final acceptance of completed lift station and generator building 120 hours max

Fee \$14,400

See attached spread sheet for fee justification

IU Health Bloomington Lift Station, Force Main and Generator Building

BFA Project #401616 1-12-2018

Fanyo PE

Coppock

Thomas EIT

	Fanyo PE	Coppock	Thomas EIT	
Bidding document preparation and Bidding	8	16	40	
Scope of Work preparation of bidding documents into CBU format, provide public notice, issue plans and specification digitally, respond to RFI's, issue updates to the plans as required, attend pre-bid meetings, attend bid opening meeting, review bids with owner and assist in making recommendation for the bid award				
Bid Package Total	\$ 1,200 00	\$ 2,000 00	\$ 4,200 00	\$ 7,400 00
Construction Administration				
Respond to RFI's		120		
Review shop drawings		96 00		
Attend monthly progress meetings		48		
Review monthly progressive pay request when necessary prepare drawings to clarify intent of construction documents		96		
Review request of change orders and advise owner on approval		48		
Prepare final inspection and punch list at completion of construction		40		
Construction Administration Total		448	\$	53,760 00
Lift Station and Generator Building Inspection		120	\$	14,400 00
Project Total			\$	75,560 00

Exhibit B

Please see the attached qualifications for Jeff Bynum,
Rick Coppock, Daniel Butler and Jon Thomas



BYNUM FANYO & ASSOCIATES INC.

QUALIFICATIONS

Bynum Fanyo and Associates, Inc (BFA) was founded in 1982 to provide architectural, engineering and land surveying services for private and public construction projects. Today, Bynum Fanyo's staff includes licensed architects, engineers, land surveyors, a construction inspector, and other technical personnel. We hold licenses to practice in the states of Indiana, Illinois, Colorado, Texas and Florida. Our company experience ranges from roadway design, trail design, municipal water, wastewater and storm sewer utility design, commercial and residential site developments, land surveying, and construction management.

Bynum Fanyo utilizes the latest version of AutoCAD Civil 3D to develop design plans for all projects. The Civil 3D software is used to create three dimensional models of land or transportation features while maintaining dynamic relationships of source data such as grading lines, contours, corridors and storm drainage structures. Storm drainage design calculations are done with Hydroflow Storm Sewer software. Bynum Fanyo also has the ability to perform floodplain analysis and utilizes HEC-RAS software for those projects.

Bynum Fanyo & Associates is not currently prequalified with INDOT. Our firm has been prequalified in the recent past for roadway design, topographic surveying and right of way design. Bynum Fanyo could again become prequalified if necessary to perform these design services for the City of Bloomington.

Bynum Fanyo has extensive experience with locally funded projects and can provide the services to complete a project from surveying thru design and right of way acquisition to construction inspection. Our firm has worked on federally funded projects in the past with the completion of the last project in 2010.

POINT OF CONTACT

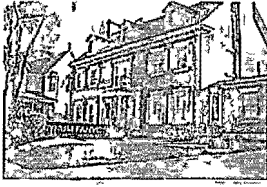
Jeff Fanyo P.E., CFM will serve as the point of contact for the evaluation process and will be able to negotiate on behalf of the Bynum Fanyo Team. Jeff can be reached by the following methods:

Mail: Jeffrey S. Fanyo P.E., CFM
528 N. Walnut Street
Bloomington, Indiana 47404

Email: jfanyo@bynumfanyo.com

Phone: (812) - 332-8030

Cell: (812) - 360-0824



BYNUM FANYO & ASSOCIATES INC.

JEFFREY S FANYO, P E , CFM

Education

- B S - Civil Engineer - 1975

Registrations

- Indiana P E #60018283
- Colorado P E #31783
- Certified Floodplain Manager

Memberships

- American Society of Civil Engineers
- Water Environmental Federation
- Indiana Association for Floodplain and Stormwater Management

Professional Experience

BYNUM FANYO & ASSOCIATES, INC

Principal (1983 to present)

Responsibilities include management of all aspects of civil engineering design section, surveying section, and construction inspection section, client consultation and business administration. Areas of practice include urban arterial design, stormwater management, water distribution systems, sanitary sewer collection systems and treatment, single family and multi family development, commercial and industrial development, construction inspection and quality control

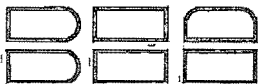
CITY OF BLOOMINGTON

City Engineer (1980 to 1983)

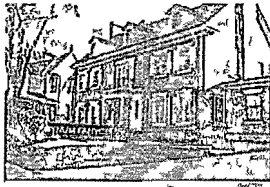
Administrator of the Engineering Section, Building Commission, and Housing Code Enforcement Office

The Engineer Section was responsible for project conception, project design, construction contracts, and construction engineering for City Streets, drainage projects, traffic studies, and traffic improvement projects

The Building Commission was responsible for issuing permits and inspection construction of residential, commercial and industrial projects for compliance with the Indiana Construction Rules and Regulations as administered by the Administrative Building Council



BYNUM FANYO & ASSOCIATES, INC



BYNUM FANYO & ASSOCIATES INC.

RICK L COPPOCK

A A S in Civil Engineering Technology, Purdue University - 1975

BYNUM FANYO & ASSOCIATES, INC

Senior Project Engineer (April/90 to Present)

Project Manager for varied design and construction projects Responsible for the management, scheduling, engineering design, and construction administration of roadway, water and sanitary sewer projects

CITY OF BLOOMINGTON

Director of Transportation (April 1986 to April 1990)

Deputy City Engineer (April 1983 to April 1986)

DANIEL J BUTLER, P E

B S - Civil Engineering, Southern Illinois University -- Carbondale, IL, 2007

BYNUM FANYO & ASSOCIATES, INC

Engineer & Project Management (05/2011 to present)

Responsibilities include engineering design and management for private and public projects throughout Central Indiana Areas of practice and expertise include utility design, grading plans, road design, commercial and institutional site design, construction administration, and regulatory permitting

JON B THOMAS, E I T

B S - Civil Engineering, Rose Hulman Institute of Technology - 1997
Engineering In Training

BYNUM FANYO & ASSOCIATES, INC

Design Engineer (1997 to present)

Responsibilities include design and construction management of commercial site development and utility projects Areas of practice include stormwater management, floodplain modeling, water distribution systems, sanitary sewer collection systems and treatment, single family and multi-family development, commercial and industrial development and construction inspection



BYNUM FANYO & ASSOCIATES, INC

EXHIBIT C

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 _____ of _____
(job title) (company name)

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

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

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

Signature

Printed name

STATE OF INDIANA)
) SS
COUNTY OF _____)

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

My Commission Expires _____

Notary Public

County of Residence _____

Name Printed

EXHIBIT D

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2017

Signature

Printed name

STATE OF INDIANA)
) SS
COUNTY OF _____)

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

My Commission Expires _____

Notary Public

County of Residence _____

Name Printed



MEMORANDUM

TO Chris Wheeler
FROM Cindy Shaw
DATE January 25, 2018
RE Replacement of Thermostatic Mixing Valve in Boiler Room at Utilities Service Center

Funding Source 009-52-900008-U62001
010-52-950008-U62001

Total Dollar Amount of Contract \$449 00

Expiration Date of Contract February 28, 2018

NO Renewal Period

Department Head Initials of Approval *WAZ*

Due Date For Signature January 31, 2018

Record Destruction Date (Legal Dept to fill in) 2028

Legal Department Internal Tracking # 18-67

PREVIOUSLY REVIEWED BY & RETURN SIGNED CONTRACT TO THIS ATTORNEY

Chris Wheeler

ATTORNEY IS TO RETURN SIGNED CONTRACT TO THIS DEPARTMENTAL EMPLOYEE

Cindy Shaw

Summary of Contract Contract includes labor in install thermostatic mixing valve in boiler room at City of Bloomington Utilities Service Center This mixing valve tempers all hot water going to public lavatories and sinks to prevent scalding

AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
UTILITIES DEPARTMENT
AND
HARRELL-FISH INCORPORATED (HFI) MECHANICAL CONTRACTORS

CONTRACT FOR REPLACEMENT OF THERMOSTATIC MIXING VALVE IN
BOILER ROOM

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

WITNESSETH THAT

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

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

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

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

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

ARTICLE 1 EFFECTIVE DATE AND TERM

1 01 The effective date of this agreement shall be the date last entered in the signature blocks below and shall be completed by the 28th day of December, 2018

ARTICLE 2 SERVICES

2 01 CONTRACTOR shall provide the services as outlined in the Scope of Work outlined in Exhibit "A" All required work under this Agreement shall be completed according to date listed in Article 1 01 of this contract Work is not completed until it has been fully inspected and approved by the City

2 02 CONTRACTOR agrees that no charges or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein

2 03 CITY shall obtain right of entry from all property owners of the real estate identified in Exhibit "A"

ARTICLE 3 COMPENSATION

3 01 CONTRACTOR shall be compensated in exchange for the services provided in Exhibit "A"

3 02 CITY shall compensate CONTRACTOR a lump sum not to exceed Four Hundred Forty Nine and 00/100 (\$449 00) Dollars upon the satisfactory completion and submittal of approved claims by Contractor of all services outlined in Exhibit "A" CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following

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

3 03 The submission of any request for payment shall be deemed a waiver and release by CONTRACTOR of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request

3 04 CONTRACTOR shall maintain proper account records for the scope of all services of this Agreement and provide an accounting for all charges and expenditures as may be necessary for audit purposes All such records shall be subject to inspection and examination by CITY's representatives at reasonable business hours

ARTICLE 4 RETAINAGE

(this section intentionally left blank)

ARTICLE 5 GENERAL PROVISIONS

5 01 CONTRACTOR agrees to indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by CONTRACTOR or any of its officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to CITY or has used in connection with this Agreement and regardless of whether or not it is caused in part by a party indemnified herein under Such indemnity shall include attorney's fees and all costs and other expenses arising there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein

5 02 Abandonment, Default and Termination

5 02 01 Abandonment CITY shall have the right to abandon the work contracted for in this Agreement without penalty If CITY abandons the work described herein, CONTRACTOR shall deliver to CITY all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of CITY The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by CONTRACTOR under this Agreement and the work which CONTRACTOR was obligated to perform under this Agreement This proportion shall be mutually agreed upon by CITY and CONTRACTOR The payment made to CONTRACTOR shall be paid as a final payment in full settlement of his services hereunder

5 02 02 If CONTRACTOR defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, CITY may, after seven (7) days' written notice delivered to CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to CONTRACTOR In the alternative, CITY, at its option, may terminate this Agreement and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by CONTRACTOR, and may finish the project by whatever method it may deem expedient, and

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

5 02 03 Default If CONTRACTOR breaches this Agreement or fails to perform the work in an acceptable manner, he shall be considered in default . Any one or more of the following will be considered a default

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

5 02 04 CITY shall send CONTRACTOR a written notice of default If CONTRACTOR, or his Surety, within a period of ten (10) days after such notice, fails to remedy the default, then CITY shall have full power and authority, without violation of the Contract, to take the prosecution of the work out of the hands of said CONTRACTOR, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may, at its option, turn the work over to the Surety, or enter into an agreement with another Contractor for the completion of the Agreement according to the terms and provisions thereof, or CITY may use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner

5 02 05 All cost of completing the work under the Contract shall be deducted from the monies due or which may become due to said CONTRACTOR In case the expenses so incurred by CITY shall be less than the sum which would have been payable under the Contract if it had been completed by said CONTRACTOR, CONTRACTOR shall be entitled to receive the difference However, in case such expense shall exceed the sum which would have been payable under the Contract, CONTRACTOR and his Surety will be liable and shall pay to CITY the amount of said excess By taking over the prosecution of the work, CITY does not forfeit the right to

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

5 02 06 Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of the Agreement by CITY are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, then CITY shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding in which instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void

5 02 07 CITY agrees that it will make its best effort to obtain sufficient funds, including but not limited to, including in its budget for each fiscal period during the term hereof a request for sufficient funds to meet its obligations hereunder in full

5 03 Successors and Assigns

5 03 01 Both parties agree that, for the purpose of this Agreement, CONTRACTOR shall be an Independent Contractor and not an employee of CITY

5 03 02 No portion of this Agreement shall be sublet, assigned, transferred or otherwise disposed of by CONTRACTOR except with the written consent of CITY being first obtained Consent to sublet, assign, transfer, or otherwise dispose of any portion of this Agreement shall not be construed to relieve CONTRACTOR of any responsibility of the fulfillment of this Agreement

5 04 Extent of Agreement Integration

5 04 01 This Agreement, along with all attached Exhibits, is the entire Agreement by and between the parties

5 04 02 Discrepancy between documents (this section intentionally left blank)

5 05 Insurance

5 05 01 CONTRACTOR shall, as a prerequisite to this Agreement, purchase and/or maintain such insurance as will protect him from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable

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

5 05 02

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

- o Premises and operations,

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

5 05 03 With the prior written approval of CITY, CONTRACTOR may substitute different types or amounts of coverage for those specified as long as the total amount of required protection is not reduced

5 05 04 Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with CITY prior to commencement of work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least sixty (60) days' prior written notice has been received by CITY. The CITY shall be named as an additional insured on the Commercial General Liability, Automobile Liability, and Umbrella Excess Liability policies. The CONTRACTOR shall agree to a waiver of subrogation on its Worker's Compensation policy.

5 06 Necessary Documentation CONTRACTOR certifies that it will furnish CITY any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Bloomington, the State of Indiana and the United States. CONTRACTOR further certifies that it is now and will maintain in good standing with such governmental agencies and that it will keep its license, permit registration, authorization, or certification in force during the term of this Agreement.

5 07 Applicable Laws CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5 08 Non-Discrimination

5 08 01 CONTRACTOR and subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance

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

5 08 02

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

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

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

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

5 08 03

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

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

Dollars (\$5 00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court

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

5 09 Workmanship and Quality of Materials

5 09 01 CONTRACTOR shall guarantee the work for a period of one (1) year from the date of substantial completion Failure of any portion of the work within one (1) year due to improper construction, materials of construction, or design may result in a refund to CITY of the purchase price of that portion which failed or may result in the forfeiture of CONTRACTOR's Performance Bond

5 09 02 OR EQUAL Wherever in any of the Agreement Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements The decision as to whether or not such material or equipment is equal to that specified shall be made by the ENGINEER The approval by the ENGINEER of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the ENGINEER

5 09 03 CITY shall be the sole judge of the sufficiency of workmanship and quality of materials Disputes shall be resolved by the Director of Utilities and are not subject to arbitration

5 10 Safety

5 10 01 Contractor shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety Contractor shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday

5 10 02 Trench Safety (this section intentionally left blank)

5 11 Amendments/Changes

5 11 01 Except as provided in Paragraph 5 11 02, this Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR

5 11 02 Without invalidating the Agreement and without notice to any surety, CITY may, at any time or from time to time, order, in writing, additions, deletions, or revisions in the work Upon receipt of any such document, CONTRACTOR shall promptly proceed with the work involved, which will be performed under the applicable conditions of the Agreement Documents

5 11 03 If CONTRACTOR believes that any direction of CITY under paragraph 5 11 02, or any other event or condition, will result in an increase in the Contract time or price, he shall file written notice with CITY no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph

5 11 04 CONTRACTOR shall carry on the work and adhere to the progress schedule during all disputes or disagreements with CITY No work shall be delayed or postponed pending resolution of any dispute or disagreement except as CONTRACTOR and CITY may otherwise agree in writing

5 12 Performance Bond and Payment Bond
For contracts in excess of \$100,000

5 12 01 (this section intentionally left blank)

5 13 Payment of Subcontractors CONTRACTOR shall pay all subcontractors, laborers, material suppliers and those performing services to CONTRACTOR on the project under this Agreement CITY may, as a condition precedent to any payment hereunder, require CONTRACTOR to submit satisfactory evidence of payments of any and all claims of subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR

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

5 14 Written Notice Written notice shall be considered as served when delivered in person or sent by mail to the individual, firm, or corporation, or to the last business address of such known to CONTRACTOR who serves the Notice Notice shall be sent as follows

TO CITY

TO CONTRACTOR

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

5 15 Severability and Waiver In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement

5 16 Notice to Proceed (this section intentionally left blank)

5 17 Steel or Foundry Products

5 17 01 To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added If steel or foundry products are to be utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used Should CITY feel that the cost of domestic steel or foundry products is unreasonable, CITY will notify CONTRACTOR in writing of this fact

5 17 02 Domestic Steel products are defined as follows "Products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by open hearth, basic oxygen, electric furnace, Bessemer or other steel making process "

5 17 03 Domestic Foundry products are defined as follows "Products cast from ferrous and nonferrous metals by foundries in the United States "

5 17 04 The United States is defined to include all territory subject to the jurisdiction of the United States

5 17 05 CITY may not authorize or make any payment to CONTRACTOR unless CITY is satisfied that CONTRACTOR has fully complied with this provision

5 18 Verification of Employees' Immigration Status

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

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

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

5 19 Non-Collusion

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

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

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

CITY OF BLOOMINGTON

HARRELL-FISH INCORPORATED
HFI MECHANICAL CONTRACTORS
BY

BY

Vic Kelson *1/29/2018*
Vic Kelson, Director Dated
City of Bloomington Utilities

Mike Gavin Dated
HFI Mechanical Contractors

Julie Roberts, President Dated
Utilities Service Board

CITY OF BLOOMINGTON
Legal Department
Reviewed By
Christal Glover
DATE *January 31, 2018*

CITY OF BLOOMINGTON
Controller
Reviewed by
[Signature]
DATE *1-20-18*
FUND/ACCT *009/110*

EXHIBIT A

SCOPE OF SERVICES

Please see attached letter dated January 16, 2018



MECHANICAL CONTRACTORS

2010 VERNAL PIKE □ P O BOX 1998

Bloomington, IN 47402-1998

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

January 16, 2018

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

Harrell-Fish Inc is pleased to furnish you with a quote for replacing the mixing valve for the building Our service will include the following

- Remove and wash the existing valve, and leave as spare
- Install a new valve supplied by City Utilities
- Complete start up and operational check

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

MATERIALS \$20 00

LABOR \$429 00

TOTAL \$449 00

Mike Gavin, Sales and Design 01/16/2018

Accepted By

Date

1 / 29 / 2018



MEMORANDUM

TO Chris Wheeler
FROM Cindy Shaw
DATE January 25, 2018
RE Inspection of Fire Suppression System, Sprinklers (Wet System) and all Fire Extinguishers at Monroe WTP

Funding Source 009-61-900004-U62024

Total Dollar Amount of Contract \$1065 75

Expiration Date of Contract February 28, 2018

Department Head Initials of Approval

WAK

Due Date For Signature January 31, 2018

Record Destruction Date (Legal Dept to fill in)

2028

Legal Department Internal Tracking #

18-068

PREVIOUSLY REVIEWED BY & RETURN SIGNED CONTRACT TO THIS ATTORNEY

Chris Wheeler

ATTORNEY IS TO RETURN SIGNED CONTRACT TO THIS DEPARTMENTAL EMPLOYEE

Cindy Shaw

Summary of Contract Contracting one time service for fire suppression inspection at Monroe Water Treatment Plant, including fire suppression system, sprinkler system, backflow preventers, and all fire extinguishers at plant

AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
UTILITIES DEPARTMENT
AND
KOORSEN FIRE & SECURITY INC

CONTRACT FOR 2018 FIRE SUPPRESSION INSPECTION

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"), Koorsen Fire & Security Incorporated, a for profit corporation duly incorporated in the State of Indiana with its principal place of business located 4710 West Vernal Pike, Bloomington, Indiana 47404, (hereinafter referred to as the "CONTRACTOR"),

WITNESSETH THAT

WHEREAS, CITY desires to retain CONTRACTOR for fire suppression inspection services including the testing and inspection of all fire extinguishers, testing and inspection of the fire alarm (120V System with 7 Pull Stations and 2 Notification Devices), testing and inspection of the sprinkler system (Wet System), and testing and inspection of (2) two backflow preventers, all located at the City's Monroe Water Treatment facility, all of which is more particularly described in Exhibit "A", which is attached hereto and incorporated herein, and

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

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

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

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

ARTICLE 1 EFFECTIVE DATE AND TERM

1 01 The effective date of this agreement shall be the date last entered in the signature blocks below and shall be completed by the 28 day of February, 2018

ARTICLE 2 SERVICES

2 01 CONTRACTOR shall provide the services as outlined in the Scope of Work outlined in Exhibit "A" All required work under this Agreement shall be completed according to date listed in Article 1 01 of this contract Work is not completed until it has been fully inspected and approved by the City

2 02 CONTRACTOR agrees that no charges or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein

2 03 CITY shall obtain right of entry from all property owners of the real estate identified in Exhibit "A"

ARTICLE 3 COMPENSATION

3 01 CONTRACTOR shall be compensated in exchange for the services provided in Exhibit "A"

3 02 CITY shall compensate CONTRACTOR a lump sum not to exceed One Thousand Sixty Five and 75/100 (\$1,065 75) Dollars upon the satisfactory completion and submittal of approved claims by Contractor of all services outlined in Exhibit "A" CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following

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

3 03 The submission of any request for payment shall be deemed a waiver and release by CONTRACTOR of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request

3 04 CONTRACTOR shall maintain proper account records for the scope of all services of this Agreement and provide an accounting for all charges and expenditures as may be necessary for

audit purposes All such records shall be subject to inspection and examination by CITY's representatives at reasonable business hours

ARTICLE 4 RETAINAGE

(this section intentionally left blank)

ARTICLE 5 GENERAL PROVISIONS

5 01 CONTRACTOR agrees to indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by CONTRACTOR or any of its officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to CITY or has used in connection with this Agreement and regardless of whether or not it is caused in part by a party indemnified herein under Such indemnity shall include attorney's fees and all costs and other expenses arising there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein

5 02 Abandonment, Default and Termination

5 02 01 Abandonment CITY shall have the right to abandon the work contracted for in this Agreement without penalty If CITY abandons the work described herein, CONTRACTOR shall deliver to CITY all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of CITY The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by CONTRACTOR under this Agreement and the work which CONTRACTOR was obligated to perform under this Agreement This proportion shall be mutually agreed upon by CITY and CONTRACTOR The payment made to CONTRACTOR shall be paid as a final payment in full settlement of his services hereunder

5 02 02 If CONTRACTOR defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, CITY may, after seven (7) days' written notice delivered to CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to CONTRACTOR In the alternative, CITY, at its option, may terminate this Agreement and take possession of the site and of all materials, equipment, tools and

construction equipment and machinery thereon owned by CONTRACTOR, and may finish the project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his surety, shall pay the difference to CITY

5 02 03

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

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

5 02 04

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

5 02 05

All cost of completing the work under the Contract shall be deducted from the monies due or which may become due to said CONTRACTOR In case the expenses so incurred by CITY shall be less than the sum which would have been payable under the Contract if it had been completed by said CONTRACTOR, CONTRACTOR shall be entitled to receive the difference However, in case such expense shall exceed the sum which would have been payable under the Contract, CONTRACTOR and his Surety will be liable and shall pay to CITY the amount of said excess By

taking over the prosecution of the work, CITY does not forfeit the right to recover damages from CONTRACTOR or his Surety for his failure to complete the work in the time specified

5 02 06 Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of the Agreement by CITY are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, then CITY shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding in which instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void

5 02 07 CITY agrees that it will make its best effort to obtain sufficient funds, including but not limited to, including in its budget for each fiscal period during the term hereof a request for sufficient funds to meet its obligations hereunder in full

5 03 Successors and Assigns

5 03 01 Both parties agree that, for the purpose of this Agreement, CONTRACTOR shall be an Independent Contractor and not an employee of CITY

5 03 02 No portion of this Agreement shall be sublet, assigned, transferred or otherwise disposed of by CONTRACTOR except with the written consent of CITY being first obtained Consent to sublet, assign, transfer, or otherwise dispose of any portion of this Agreement shall not be construed to relieve CONTRACTOR of any responsibility of the fulfillment of this Agreement

5 04 Extent of Agreement Integration

5 04 01 This Agreement, along with all attached Exhibits, is the entire Agreement by and between the parties

5 04 02 Discrepancy between documents (this section intentionally left blank)

5 05 Insurance

5 05 01 CONTRACTOR shall, as a prerequisite to this Agreement, purchase and/or maintain such insurance as will protect him from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by any

SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable

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

5 05 02 CONTRACTOR'S comprehensive general liability insurance shall also provide coverage for the following

- o Premises and operations,
- o Contractual liability insurance as applicable to any hold-harmless agreements,
- o 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,
- o Broad form property damage - including completed operations,
- o Fellow employee claims under Personal Injury, and
- o Independent Contractors

5 05 03

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

5 05 04

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

5 06 Necessary Documentation CONTRACTOR certifies that it will furnish CITY any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Bloomington, the State of Indiana and the United States. CONTRACTOR further certifies that it is now and will maintain in good standing with such governmental agencies and that it will keep its license, permit registration, authorization or certification in force during the term of this Agreement.

5 07 Applicable Laws CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5 08 Non-Discrimination

5 08 01

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

5 08 02

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

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

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

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

5 08 03

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

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

- C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5 00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.
- D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

5 09 Workmanship and Quality of Materials

5 09 01 CONTRACTOR shall guarantee the work for a period of one (1) year from the date of substantial completion. Failure of any portion of the work within one (1) year due to improper construction, materials of construction, or design may result in a refund to CITY of the purchase price of that portion which failed or may result in the forfeiture of CONTRACTOR's Performance Bond.

5 09 02 OR EQUAL. Wherever in any of the Agreement Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the ENGINEER. The approval by the ENGINEER of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the ENGINEER.

5 09 03 CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the Director of Utilities and are not subject to arbitration.

5 10 Safety

5 10 01 Contractor shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety Contractor shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday

5 10 02 Trench Safety (this section intentionally left blank)

5 11 Amendments/Changes

5 11 01 Except as provided in Paragraph 5 11 02, this Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR

5 11 02 Without invalidating the Agreement and without notice to any surety, CITY may, at any time or from time to time, order, in writing, additions, deletions, or revisions in the work Upon receipt of any such document, CONTRACTOR shall promptly proceed with the work involved, which will be performed under the applicable conditions of the Agreement Documents

5 11 03 If CONTRACTOR believes that any direction of CITY under paragraph 5 11 02, or any other event or condition, will result in an increase in the Contract time or price, he shall file written notice with CITY no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph

5 11 04 CONTRACTOR shall carry on the work and adhere to the progress schedule during all disputes or disagreements with CITY No work shall be delayed or postponed pending resolution of any dispute or disagreement except as CONTRACTOR and CITY may otherwise agree in writing

5 12 Performance Bond and Payment Bond
For contracts in excess of \$100,000

5 12 01 (this section intentionally left blank)

5 13 Payment of Subcontractors CONTRACTOR shall pay all subcontractors, laborers, material suppliers and those performing services to CONTRACTOR on the project under this Agreement CITY may, as a condition precedent to any payment hereunder, require

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

5 14 Written Notice Written notice shall be considered as served when delivered in person or sent by mail to the individual, firm, or corporation, or to the last business address of such known to CONTRACTOR who serves the Notice. Notice shall be sent as follows:

TO CITY

TO CONTRACTOR

City of Bloomington, Utilities	Koorsen Fire & Security Incorporated
Attn: John Langley	Attn: Nate Dobson
600 E Miller Dr	4710 West Vernal Pike
Bloomington, IN 47401	Bloomington, IN 47404

5 15 Severability and Waiver In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement.

5 16 Notice to Proceed (this section intentionally left blank)

5 17 Steel or Foundry Products

5 17 01 To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should CITY feel that the cost of domestic steel or foundry products is unreasonable, CITY will notify CONTRACTOR in writing of this fact.

5 17 02 Domestic Steel products are defined as follows: "Products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by open hearth, basic oxygen, electric furnace, Bessemer or other steel making process."

- 5 17 03 Domestic Foundry products are defined as follows “Products cast from ferrous and nonferrous metals by foundries in the United States ”
- 5 17 04 The United States is defined to include all territory subject to the jurisdiction of the United States
- 5 17 05 CITY may not authorize or make any payment to CONTRACTOR unless CITY is satisfied that CONTRACTOR has fully complied with this provision

5 18 Verification of Employees’ Immigration Status

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

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

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

5 19 Non-Collusion

Contractor certifies that it has not, nor has any other member, representative, or agent of Service Provider, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced

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

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

CITY OF BLOOMINGTON
BY

Vic Kelson

1/29/2018

Vic Kelson, Director
City of Bloomington Utilities

Dated

KOORSEN FIRE & SECURITY
INCORPORATED
BY

Nate Dobson

Dated

Koorsen Fire & Security Incorporated

Julie Roberts, President
Utilities Service Board

Dated

CITY OF BLOOMINGTON Legal Department Reviewed By <i>Christopher J. W. [Signature]</i> DATE <u>JANUARY 30, 2018</u>

CITY OF BLOOMINGTON

Controller

Reviewed by [Signature]

DATE 1-29-18

FUND/ACCT 202- 6620

EXHIBIT A

SCOPE OF SERVICES

Please see letter attached dated January 23, 2018

Koorsen[®]

FIRE & SECURITY

Leader in Fire & Security Products & Services since 1946

Proposal

Date 01/23/18

Submitted To:
 Monroe Water Treatment
 7470 S Shields Ridge Road
 Bloomington, IN 47401
 Cindy Shaw
 812-349 3677

Koorsen Fire & Security,
 4710 W Vernal Pike
 Bloomington, IN 47404
 Attn. Nate Dobson / Direct 812-778-9924
 Fax 812-332-1348 / Cell 812-287-2304,
 nate.dobson@koorsen.com

We are pleased to quote you the following prices subject to the terms and conditions:

Description of Product (s)

Proposals for annual fire services , per the survey 10/19/2017

Fire Extinguishers Test & Inspect 35 extinguishers at 6 45ea
 **** 225 75 with a \$45 00 service charge , \$270 75

Fire Alarm Test & Inspect . . 120v system with 7 pull stations and 2 Notification devices
 **** \$190 00 with a \$65 00 service charge \$255 00

Sprinkler Test & Inspect . Wet system
 **** \$225.00 with a \$65.00 service charge , \$285 00

Backflow Test & Inspect . 2 backflows at \$95 00ea
 *** \$190 00 with a 65 00 service charge \$255 00

Sub Total \$

Tax \$

Total \$

Prices per this quotation are in effect for 30 days from the date of this quote Terms are Net 25 days from date of invoice All goods are F O B origin Title to all goods shall remain with the seller until this contract is paid for in full If purchaser fails to make payments according to the terms stated above seller may remove goods and retain payments made as liquidated damages without legal process The goods covered hereby shall remain personal property whether affixed or attached to the building or structure in which it may be contained Purchaser agrees to pay any costs of collection, including reasonable attorney fees

LIMITED 90 DAY WARRANTY- Any goods sold under this quotation which prove to be defective in material or workmanship within 90 days of the date of sale will be repaired or replaced at seller's option

Koorsen Fire & Security Title Date Purchase Order #
 Nate Dobson Account Manager 01/23/18

Customer Acceptance Title Date Customer Name Printed
 Vic Kelson Director 1/29/2018 Vic Kelson

Fire Alarm	Sprinkler System Service (Backflow/Hydrants/Fire Pumps)	Exit/Emergency Lighting
Security & Monitoring (Commercial & Residential)	Restaurant & Industrial Fire Suppression	Fire Extinguishers
CCTV-Video Surveillance	Clean Agent & Special Hazards Fire Suppression	Intercom, Sound Data MATV
Card Access	Complete Installation, Inspection & Maintenance	Nurse Call



MEMORANDUM

TO Chris Wheeler
FROM Cindy Shaw
DATE 1/25/2018
RE Contract for LED Lighting Installation Services
CONTRACT TERM 1/25/2018 - 2/28/2018

Funding Source 010-U10500 Project #S17-6110

Total Dollar Amount of Contract(s) \$2040 00

Expiration Date of Contract 2/28/2018

No Renewal Period

Department Head Initials of Approval *WAS*

Due Date For Signature 1/31/2018

Record Destruction Date (Legal Dept to fill in) 2028

CONTRACT TRACKING # : 18-069

PREVIOUSLY REVIEWED BY & RETURN SIGNED CONTRACT TO THIS ATTORNEY

Chris Wheeler

ATTORNEY IS TO RETURN SIGNED CONTRACT TO THIS DEPARTMENTAL EMPLOYEE

Cindy Shaw

Summary of Contract Contract covers removal of old flat panel fluorescent fixtures from ceiling and installation of new LED flat panel fixtures as replacements Contractor has agreed to remove old light fixtures to a central location at plant for proper disposal by plant personnel Contractor has agreed to work time and material and estimated project to take 24 hours (x \$85 00 per hour) = \$2040 00

AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
UTILITIES DEPARTMENT
AND
ELECTRIC PLUS, INC

CONTRACT FOR LED LIGHTING INSTALLATION SERVICES

THIS AGREEMENT, is executed by and between the City of Bloomington, Indiana, Utilities Department through the Utilities Service Board (hereinafter referred to as the "CITY"), and Electric Plus, Incorporated, a for profit corporation duly incorporated in the State of Indiana with its principal place of business located at 6873 S Old State Rd 37, Bloomington, IN 47403, (hereinafter referred to as the "CONTRACTOR"),

WITNESSETH THAT

WHEREAS, CITY desires to retain CONTRACTOR for the installation of (40) Flat Panel LED light fixtures into existing drop ceiling and removal of old light fixtures including electrical disconnection of existing ballasts in same at the Blucher Poole Wastewater Treatment Plant, located at 5555 North Bottom Road, Bloomington, Indiana, 47404, all of which is more particularly described in Exhibit "A", which is attached hereto and incorporated herein, and

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

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

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

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

ARTICLE 1 EFFECTIVE DATE AND TERM

1 01 The effective date of this agreement shall be the date last entered in the signature blocks below and shall be completed by the 28 day of February, 2018

ARTICLE 2 SERVICES

2 01 CONTRACTOR shall provide the services as outlined in the Scope of Work outlined in Exhibit "A" All required work under this Agreement shall be completed according to date listed in Article 1 01 of this contract Work is not completed until it has been fully inspected and approved by the City

2 02 CONTRACTOR agrees that no charges or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein

2 03 CITY shall obtain right of entry from all property owners of the real estate identified in Exhibit "A"

ARTICLE 3 COMPENSATION

3 01 CONTRACTOR shall be compensated in exchange for the services provided in Exhibit "A"

3 02 CITY shall compensate CONTRACTOR a lump sum not to exceed Two Thousand Forty and 00/100 (\$2040 00) Dollars upon the satisfactory completion and submittal of approved claims by Contractor of all services outlined in Exhibit "A" CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following

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

3 03 The submission of any request for payment shall be deemed a waiver and release by CONTRACTOR of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request

3 04 CONTRACTOR shall maintain proper account records for the scope of all services of this Agreement and provide an accounting for all charges and expenditures as may be necessary for

audit purposes All such records shall be subject to inspection and examination by CITY's representatives at reasonable business hours

ARTICLE 4 RETAINAGE

(this section intentionally left blank)

ARTICLE 5 GENERAL PROVISIONS

5 01 CONTRACTOR agrees to indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by CONTRACTOR or any of its officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to CITY or has used in connection with this Agreement and regardless of whether or not it is caused in part by a party indemnified herein under Such indemnity shall include attorney's fees and all costs and other expenses arising there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein

5 02 Abandonment, Default and Termination

5 02 01 Abandonment CITY shall have the right to abandon the work contracted for in this Agreement without penalty If CITY abandons the work described herein, CONTRACTOR shall deliver to CITY all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of CITY The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by CONTRACTOR under this Agreement and the work which CONTRACTOR was obligated to perform under this Agreement This proportion shall be mutually agreed upon by CITY and CONTRACTOR The payment made to CONTRACTOR shall be paid as a final payment in full settlement of his services hereunder

5 02 02 If CONTRACTOR defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, CITY may, after seven (7) days' written notice delivered to CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to CONTRACTOR In the alternative, CITY, at its option, may terminate this Agreement and take possession of the site and of all materials, equipment, tools and

construction equipment and machinery thereon owned by CONTRACTOR, and may finish the project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his surety, shall pay the difference to CITY

5 02 03

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

- o Failure to begin the work under this Agreement within the time specified
- o Failure to perform the work with sufficient supervision, workmen, equipment and materials to insure prompt completion of said work within the time limits allowed
- o Unsuitable performance of the work as determined by the Assistant Director-Engineering or his representative
- o Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected
- o Discontinuing the prosecution of the work or any part of it
- o Inability to finance the work adequately
- o 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

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5 04 01 This Agreement, along with all attached Exhibits, is the entire Agreement by and between the parties

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

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- 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,
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- Fellow employee claims under Personal Injury, and
- Independent Contractors

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5 06 Necessary Documentation CONTRACTOR certifies that it will furnish CITY any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Bloomington, the State of Indiana and the United States. CONTRACTOR further certifies that it is now and will maintain in good standing with such governmental agencies and that it will keep its license, permit registration, authorization or certification in force during the term of this Agreement.

5 07 Applicable Laws CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5 08 Non-Discrimination

5 08 01

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

5 08 02

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

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

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

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

5 08 03

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

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

- C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5 00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court
- D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement

5 09 Workmanship and Quality of Materials

5 09 01 CONTRACTOR shall guarantee the work for a period of one (1) year from the date of substantial completion Failure of any portion of the work within one (1) year due to improper construction, materials of construction, or design may result in a refund to CITY of the purchase price of that portion which failed or may result in the forfeiture of CONTRACTOR's Performance Bond

5 09 02 OR EQUAL Wherever in any of the Agreement Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements The decision as to whether or not such material or equipment is equal to that specified shall be made by the ENGINEER The approval by the ENGINEER of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the ENGINEER

5 09 03 CITY shall be the sole judge of the sufficiency of workmanship and quality of materials Disputes shall be resolved by the Director of Utilities and are not subject to arbitration

5 10 Safety

5 10 01 Contractor shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety Contractor shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday

5 10 02 Trench Safety (this section intentionally left blank)

5 11 Amendments/Changes

5 11 01 Except as provided in Paragraph 5 11 02, this Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR

5 11 02 Without invalidating the Agreement and without notice to any surety, CITY may, at any time or from time to time, order, in writing, additions, deletions, or revisions in the work Upon receipt of any such document, CONTRACTOR shall promptly proceed with the work involved, which will be performed under the applicable conditions of the Agreement Documents

5 11 03 If CONTRACTOR believes that any direction of CITY under paragraph 5 11 02, or any other event or condition, will result in an increase in the Contract time or price, he shall file written notice with CITY no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph

5 11 04 CONTRACTOR shall carry on the work and adhere to the progress schedule during all disputes or disagreements with CITY No work shall be delayed or postponed pending resolution of any dispute or disagreement except as CONTRACTOR and CITY may otherwise agree in writing

5 12 Performance Bond and Payment Bond
For contracts in excess of \$100,000

5 12 01 (this section intentionally left blank)

5 13 Payment of Subcontractors CONTRACTOR shall pay all subcontractors, laborers, material suppliers and those performing services to CONTRACTOR on the project under this Agreement CITY may, as a condition precedent to any payment hereunder, require

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

5 14 Written Notice Written notice shall be considered as served when delivered in person or sent by mail to the individual, firm, or corporation, or to the last business address of such known to CONTRACTOR who serves the Notice. Notice shall be sent as follows:

TO CITY

TO CONTRACTOR

City of Bloomington, Utilities	Electric Plus, Inc
Attn: John Langley	Attn: Bart Abram
600 E Miller Dr	6873 S Old State Rd 37
Bloomington, IN 47401	Bloomington, IN 47403

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

V. Kelson *1/29/2018*
Vic. Kelson, Director Dated
City of Bloomington Utilities

ELECTRIC PLUS, INC
BY

Bart Abram Dated
Electric Plus, Inc

Julie Roberts, President Dated
Utilities Service Board

CITY OF BLOOMINGTON
Legal Department
Reviewed By *[Signature]*
DATE *JANUARY 30, 2018*

CITY OF BLOOMINGTON
Controller
Reviewed by *[Signature]*
DATE *1-30-18*
FUND/ACCT *010-41054*

EXHIBIT A
SCOPE OF SERVICES



Cindy Shaw <shawc@bloomington in gov>

quote on installation of lights @ Blucher Poole

2 messages

Cindy Shaw <shawc@bloomington in gov>

Thu, Jan 18, 2018 at 11 12 AM

To babram@electricplus com

Bart,

Please provide a quote on the installation of 40 LED flat panels at our Blucher Poole location The breakdown for these lights are as follows

26 - 2x4 5200 Lumens 5000K Flat Panel LED

14 - 2x2 4100 Lumens 5000K Flat Panel LED

Quote needs to include removal of existing lights and taking them to a flat trailer just outside the building CBU will be responsible for recycle and/or disposal of discarded fixtures, ballasts, and bulbs Contractor is only responsible for installation of new lights and removal of existing lights to trailer

Also, please provide HOURLY LABOR RATE in case additional work is needed

Thank you,

Cindy Shaw
Purchasing Manager
City of Bloomington Utilities
600 E Miller Drive
Bloomington, IN 47401
(812) 349-3677 Phone
(812) 349-3685 Fax
shawc@bloomington in gov
www bloomington in gov

Bart Abram <Babram@electricplus com>

Thu, Jan 18, 2018 at 11 37 AM

To Cindy Shaw <shawc@bloomington in gov>

I will provide labor to install the 40 led futures and power with existing circuits Although the lights have the capability to dim there will be no dimming circuit ran Just a change out of one for one Labor will be calculated at \$85 per hour at an estimate at 24 hrs for a total of \$2040 I feel like this is a realistic estimate unless I run into several unforeseen issues Any overages will be calculated at \$85 per hour

Thank you
Bart

Sent from my iPhone

[Quoted text hidden]