AGENDA
UTILITIES SERVICE BOARD MEETING

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

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

June 12, 2017
5:00 P.M. Regular Meeting

I. Call to order

II. Approval of the minutes of previous meeting (May 30)

III. Approval of the claims

IV. Request for approval of GRW Contract for Bidding Services – Phil Peden

V. Old business

VI. New business

VII. Subcommittee reports

VIII. Staff reports: Dillman Rd Landfill permit letter from IDEM

IX. Petitions and communications*

X. Adjournment

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

UTILITIES SERVICE BOARD MEETING

May 30, 2017

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

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

Board members present: Sam Frank, Jim Sherman, Julie Roberts, Jim Sims, Jeff Ehman, Terri Porter (ex-officio), and Tim Mayer (ex-officio).

Staff members present: Jane Fleig, Phil Peden, Jon Callahan, Nolan Hendon, Holly McLauchlin, and Vic Kelson.

President Frank welcomed new member Terri Porter from City of Bloomington Planning Dept.

MINUTES

Vice President Sherman moved and Board Member Roberts seconded the motion to approve the minutes of the May 15th meeting. Motion carried, 5 ayes, 2 members absent, (Burnham, Banach).

CLAIMS

Vice President Sherman moved and Board Member Roberts seconded the motion to approve the standard claims as follows:

> ***Vendor invoices submitted to the Controller's Office on 5/10/17 included $154,363.41 from the Water Utility; $125,439.95 from the Wastewater Utility; and $9,989.88 from the Stormwater Utility. Total Claims approved, $289,793.24.***

Motion carried, 5 ayes, 2 members absent, (Burnham, Banach).

Board asked about the purpose of the "Annual topographic survey Dillman Rd landfill" which is an annual survey required by IDEM to assess capacity and ensure proper use of the landfill.

Vice President Sherman moved and Board Member Roberts seconded the motion to approve the utility claims as follows:

> ***Utility invoices submitted to the Controller's Office on 5/22/17 included $7,402.09 from the Water Utility; $10,561.35 from the Wastewater Utility; and $0.00 from the Stormwater Utility. Total Claims approved, $17,963.44.***

Motion carried, 5 ayes, 2 members absent, (Burnham, Banach).

Vice President Sherman moved and Board Member Roberts seconded the motion to approve the wire transfers and fees for the month of April in the amount of $742,756.95.

Motion carried, 5 ayes, 2 members absent, (Burnham, Banach).

Vice President Sherman moved and Board Member Roberts seconded the motion to approve the customer refunds as follows:

> ***Customer refunds submitted to the Controller's Office on 5/22/17 included $0.00 from the Water Utility; $877.75 from the Wastewater Utility; and $0.00 from the Stormwater Utility. Total Claims approved, $877.75.***

Motion carried, 5 ayes, 2 members absent, (Burnham, Banach).

REQUEST TO APPROVE AGREEMENT WITH WEDDLE BROS TO REINFORCE THE JORDAN CULVERT AT 3RD & LINCOLN

Vice President Sherman moved and Board Member Ehman seconded the motion to approve contract for $228,200.00; motion carried, 5 ayes, 2 members absent, (Burnham, Banach).

CBU Engineer Jane Fleig presented the agreement, which is an "after-the-fact" contract. CBU sought permission from the Board at the 4/17/17 meeting for emergency repairs on the Jordan culvert under the intersection of 3rd and Lincoln streets. Weddle Brothers bridged over the culvert; this repair should last 5 years. In addition to repairs, CBU paid for barrier walls for traffic control which CBU now owns and can reuse. Also, CBU paid for "acceleration time": overtime, additional workers, quick-cure concrete, etc. so traffic could resume as quickly as possible. Discussions on the long-term solution for the Jordan culvert are underway.

REQUEST TO APPROVE CONTRACT ON-CALL ENVIRONMENTAL MANAGEMENT SERVICES

Vice President Sherman moved and Board Member Roberts seconded the motion to approve; motion carried, 5 ayes, 2 members absent, (Burnham, Banach).

CBU Engineer Phil Peden presented agreement with Infrastructure Systems to provide on-call environmental management services for the South Central Interceptor sewer project. This service is to be on-call if anything of environmental concern is reported. They will go site, create a report, and submit to proper authorities the findings discovered such as waste characterization for a landfill.

REQUEST TO APPROVE RIGHT OF WAY DONATION TO MONROE COUNTY

Vice President Sherman moved and Board Member Roberts seconded the motion to approve; motion carried, 5 ayes, 2 members absent, (Burnham, Banach).

CBU Director Vic Kelson read memo from City of Bloomington Legal Department's Chris Wheeler. Monroe County is seeking donation from CBU for temporary right-of-way on Fullerton Pike for Phase II of road work. This donation is valued at it as $9,660.00 based on a 3 year time frame. There will be 12 trees removed valued by appraisers at $2,400.00 which Monroe County will pay to CBU, making the total donation $7,260.00. Board asked that the $2,400.00 be used to replant trees, which will be done.

OLD BUSINESS: N/A

NEW BUSINESS: N/A

SUBCOMMITTEE REPORTS: N/A

STAFF REPORTS: Director Kelson reports that the tariff/rate increase for water will occur on June 30th meaning CBU will see increased revenue in September. CBU recently sent a letter to IDEM to report results of a consultant study on capacity at Dillman Rd WWTP. CBU is hoping to meet with them soon about increased capacity from work done 15 years ago and possible upcoming improvements, including the possibility on an anaerobic digester. Board requested work session to learn more about anaerobic digesters. Kelson also reported that the inspection of Blutcher Poole went well except the IDEM permit mistakenly lists 3 primary clarifiers but Blutcher only has 2. Lastly, he reported that the Friends of Lake Monroe had met in the board room the past week. This group shares CBU's interest in water quality of Lake Monroe and met with Kelson with a lot of good questions and enjoyed being able to use the board room for this and future meetings.

PETITIONS AND COMMUNICATIONS: Gary Conder of Conder Water stated he had met with CBU staff at least twice in the past to rent a hydrant meter but he still had not received one. Kelson said he would look into the matter and call Condor back.

ADJOURNMENT: The meeting was adjourned at 5:21 p.m.

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Samuel K. Frank, President

UTILITIES SERVICE BOARD MOTION
MEETING ON JUNE 12, 2017

To:	Utilities Service Board	From:	Kim Robertson
Dept.		Dept.	Accounts Payable
Sub:	Claims list filed: 06/07/17	Date:	06/07/17
	USB: 06/12/2017		
	For Period: 05/13/17-05/26/17	**Paydate:**	**06/16/17**
	G/L Date: **06/16/17**		

Utilities Department invoices filed with the City Controller June 07, 2017 and signed by the Utilities Service Board for payment June 16, 2017 as in accordance with the Utilities Service Board Resolution of August 7, 1973, be hereby approved and entered into the minutes of today's meeting. A copy of the list is filed, with any exceptions noted, is hereby attached and made a part of these proceedings.

Water Operations & Maintenance	321,140.38
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:	$321,140.38
Wastewater Operations & Maintenance	196,033.47
Wastewater Construction	0.00
Wastewater Sinking	500.00
Total of Wastewater Utilities as per the invoice list:	$196,533.47
Stormwater	19,743.04
Stormwater Construction	0.00
Total of Stormwater Utility as per the invoice list:	$19,743.04
Total Water Utility:	**$321,140.38**
Total Wastewater Utility:	**$196,533.47**
Total Stormwater Utility:	**$19,743.04**
TOTAL WATER, WASTEWATER & STORMWATER UTILITIES	**$537,416.89**

City of Bloomington Utiltiies
Accounts Payable by G/L Distribution Report
Paydate: 06/16/17

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Wastewater O&M	Wastewater Sinking	Stormwater O&M
Aecom Technical Services	37917215	W17-4102 - Dyer Tank Environment Services to 05/12/17 - ENG	1,492.83	1,492.83			
Arcadis U.S., INC	0846701	W15-3904 - 2015 Hydraulic Water Model to 04/23/17 - ENG	11,433.00	11,433.00			
Association of Energy Engineers	119960 2017	ADMIN17-070 AEE annual membership renewal - Nolan Hendon	195.00	78.00	117.00		
Bank Of New York	252-2023099	Admin fees - Sewage works Rev Bonds 2012C 05/15/17-05/14/18-ACCT	500.00			500.00	
Barbara Smith (Wastewater 101 LLC)	2017-19	DR17-063 Wastewater Operator Cert Course-Covey,May,Steury	600.00		600.00		
BBC Pump And Equipment Company, INC	30041156	TD17-193 Pump Seal Kit for Tamarron pump #1	1,226.91		1,226.91		
Black Lumber Co INC	323471	Saw & drill kit, 18V brushless grinder - SW, TD	414.99	166.00	228.24		20.75
Bloomington Sandwich Co, LLC	7225	Sub sandwiches & salad for LMC meeting 05/17/17 - DR	177.90		177.90		
Brenntag Mid-South, INC	BMS661912	Potasslum permanganate - 661.38 @ 3.80 delivered 05/24/17 - MN	2,513.24	2,513.24			
Bright Rental, LLC (Master Rental Center)	57844 Con#280834	PUR17-232 Pressure washer scrubber & press wash blast nozzle	67.52	27.01	40.51		
Cassady Electrical Contractors, INC	12493	Repair electric issue w/overhead lift - MN	80.00	80.00			
Cassady Electrical Contractors, INC	12494	Repair HS #3 electrical panel - MN	240.00	240.00			
Chemical Resources, INC	298108	Sodium aluminate - 44,700 @ .1720 delivered 05/16/17 - DR	7,688.40		7,688.40		
Chemtrade Chemicals Corporation	92106559	Alum - 11.148 @ 424.00 delivered 05/23/17 - MN	4,726.75	4,726.75			
Cintas First Aid & Safety # 388	5007925773	Restock first aid cabinets @ Dillman - 05/24/17 - DR	203.16		203.16		
City Of Bloomington	ACCT17-060	4th Qtr for 2016 (WATER ONLY) Interdepartmental Agreement - ACCT	165,177.42	165,177.42			
Complete Masonry Supplies, INC	73869	PUR17-154 42 bags sakrete; 42 bags mortar mix	617.40	246.96	339.57		30.87
Cosner's Ice Company	131011277	125 Bags of ice delivered 05/17/17 - TD	181.25	72.50	99.69		9.06
Cummins Crosspoint, LLC	001-70989	TD17-137 Repairs to Linglebach Booster Station	788.19	788.19			
D & M Systems, INC	1550	DR17-047 stainless steel plate 1/4" x 48" x 54"	725.00		725.00		
D & M Systems, INC	1559	DS17-016 Steel handles for valve wrenches - 5 - 1 3/8" x 4'	400.00		400.00		
Dotlich, INC	44690	DR17-057 Crane service 4/25/17 (4hrs) & 5/4/17 (4hrs)	1,214.00		1,214.00		
Earth Tool Company, LLC (HammerHead)	151218	PUR17-148 12 summer point repair patch kits	5,160.31	2,064.12	2,838.17		258.02
Environmental Express, INC	1000463995	DL17-036 ICPolyVials w/ filtercaps, 5.0ml (Dionex#038141)	675.20	675.20			
Eurofins Eaton Analytical, INC	S276535	TTHM, HAA5 analysis & testing for drinking water - LAB, DR	190.00	190.00			
Eurofins Eaton Analytical, INC	S276882	Testing-Dissolved & total organic carbon, SUVA, UV - MN	185.00	185.00			
Eurofins Eaton Analytical, INC	S277136	SOC 525.2 analysis of drinking water - LAB, DR	260.00	260.00			
Everett J Prescott, INC	5204312	W17-20500 TD17-91 OMNI C2 MTR, OMNI T2 MTR, OMNI R2 MTR	17,272.06	6,908.82	10,363.24		
Everett J Prescott, INC	5208152	Credit memo for returned 12 #4 Extension Rings 20x30 - PUR	(1,436.00)	(1,436.00)			
Everett J Prescott, INC	5208178	W17-20500 TD17-91 OMNI C2; OMNI T2, OMNI R2, IPERL MTRS	40,457.21	16,182.88	24,274.33		
Everett J Prescott, INC	5213567	W17-20500 TD17-91 3/4 S IPERL MTR, IPERL 6" TRPL 3 Wire only	5,930.04	2,372.02	3,558.02		

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Wastewater O&M	Wastewater Sinking	Stormwater O&M
Everett J Prescott, INC	5215579	W17 4103 TD17-158 Materials for Woodyard Rd Project	12,297.09	12,297.09			
Fastenal Company	INBLM198566	Restock supplies in machine - 05/19/17 - PUR	181.47	72.59	108.88		
Fastenal Company	INBLM198736	Restock supplies in machine - 05/26/17 - PUR	147.62	62.15	85.47		
Fisher Scientific Company, LLC	0705799	10 PK #09-874-32a Glass microfiber filters - BP	758.10		758.10		
Fisher Scientific Company, LLC	1398384	Modified Mtec Agar 100G - LAB, DR	553.51		553.51		
Fisher Scientific Company, LLC	1540860	10 PK #09-874-38 Glass microfiber filters - BP	1,564.00		1,564.00		
Fisher Scientific Company, LLC	2121109	POT Dichromate .025 N 500ML - LAB, DR	45.31		45.31		
Green Water Solutions, LLC	GWS-110060	MN17-140 Remainer of rental for ultrasonic algae controller	1,195.00	1,195.00			
Green Water Solutions, LLC	GWS-110061	MN17-141 Ultrasonic transmitters for algae control	7,084.50	7,084.50			
Green Water Solutions, LLC	GWS-110063	MN17-185 Ultrasonic algae controllers for basins 2 & 3	7,084.50	7,084.50			
HACH Company	10424143	Vial compartment wiper TU5xxx - LAB, MN	19.00	19.00			
HACH Company	10445466	6 DPD Total Chlorine reagent - MN	164.13	164.13			
HACH Company	10448691	1 1000 pk iron test reagent - MN	372.79	372.79			
HACH Company	10450693	Alum reagent, ph4 & ph7 buffer, stabilcal for tubidity meter -MN	1,104.89	1,104.89			
HD Supply Facilities Maintenance - (USA Bluebook)	257892	DR17-064 Complete sludge judges (3 sections); 4 bottom pieces	501.17		501.17		
HD Supply Facilities Maintenance - (USA Bluebook)	258188	TD17-199 Ashcroft Plus Gauge(3); gauge shock absorber(5)	302.30	302.30			
HD Supply Facilities Maintenance - (USA Bluebook)	258317	TD17-199 Ashcroft Plus Gauge - 160 psi - Duralife 3-1/2" Dia (3)	209.85	209.85			
HD Supply Facilities Maintenance - (USA Bluebook)	258318	TD17-199 Ashcroft Plus Gauge - 160 psi - Duralife-3-1/2" Dia(6)	419.70	419.70			
HD Supply Waterworks, LTD	H1050933	PUR17-210- 4 PVC SDR35 SWR CAP HUB SW SOLVENT WELD (GLUE)	32.40	12.96	19.44		
HD Supply Waterworks, LTD	H164150	PUR17-205 Wht, blue & green marking flags; butyl mastic sealant	1,373.92	649.57	724.35		
HD Supply Waterworks, LTD	H199454	PUR17-225 10 MIL POLY TAPE 2"X100'	20.00	8.00	12.00		
HP Products Corporation	I3023993	3m 6800 Full face respirator - MN, DIR	125.89	125.89			
HP Products Corporation	I3031707	10 Yellow hazmat boots XL, 10 yellow hazmat boots 2XL - DR,MN,BP	99.70	33.23	66.47		
HP Products Corporation	I3042351	38x58 can liners, dishwashing soap, bleach, roll towels - DR	262.26		262.26		
HP Products Corporation	I3055266	1 cs 37x50 & 1 cs 24x32 can liners, packing tape - MN	134.93	134.93			
Huntington Public Capital Corporation	457689	Lease/purchase agreement for vehicles purchased 2014 - ACCT	170,599.11	38,233.08	117,075.86		15,290.17
Hylant of Indianapolis, LLC	147681-CBU	CBU Portion - 2017 Insurance policies - Adj to Pmt#2 - ACCT	613.08	245.23	275.89		91.96
Irving Materials, INC	10397462	Concrete - Water @ 411 N Lincoln - TD	224.00	224.00			
Irving Materials, INC	10402503	D16-85 - Concrete - Storm @ Wilton Dr & Wilton Court - SW, TD	1,015.50				1,015.50
Irving Materials, INC	60014695	Concrete - Water @ 3737 Brighton Ave - TD	278.00	278.00			
Irving Materials, INC	60014732	D16-85 - Concrete - Windsor & Wilton - SW, TD	477.75				477.75

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	Wastewater Sinking	Stormwater O&M
Irving Materials, INC	60014760	D16-85 - Concrete - Windsor & Wilton - SW, TD	1,266.00				1,266.00
Irving Materials, INC	60014761	Concrete - Sewer @ Lower Cascades - TD	179.50		179.50		
J&S Locksmith Shop, INC	165619	Installation of pull-rope on weed eater - TD	39.34	15.74	23.60		
J&S Locksmith Shop, INC	166002	4 2-Cycle Stihl oil - SC	39.16	15.66	23.50		
JCI Jones Chemicals, INC	721401	Sodium hypochlorite - 4,021 @ .7500 delivered 05/18/17 - DR	3,015.75		3,015.75		
JCI Jones Chemicals, INC	721402	Sodium hydroxide - 11.7065 @ 524.00 delivered 05/18/17 - MN	6,134.21	6,134.21			
Jeffery D Todd (Todd Septic Tank Service)	6064	Cleaning of residual basin @ Monroe - MN	2,000.00	2,000.00			
John Deere Financial (Rural King)	JRNL#G0824 9/62	Brake lights for trailer, 10 4 1/2" cut off wheels - TD	39.89	15.96	23.93		
Joseph G. Pollard Co., INC (Pollardwater)	0076933	TD17-202 Geophone with carrying case for B. Prince truck #532	408.07	408.07			
Kathleen McConahay (Flags Over Indiana)	FOI032317	PUR17-138 4 USA flags, 2 IN state flags, 3 COB flags	542.00	216.80	325.20		
Kirby Risk Corp	S109243672. 001	2 Norm 120mb T2-1/2 120v, tube base, tube base socket - MN	35.24	35.24			
Kirby Risk Corp	S109243672. 002	10 BUSS KTK-R-2 600v midget fuse - MN	114.10	114.10			
Kirby Risk Corp	S109266855. 001	20 Buss fuses for control protection - DR	96.40		96.40		
Kirby Risk Corp	S109272629. 001	20 Norm LED-120-MBW-ACDC t-3-1/4 LED Lamp - MN	124.20	124.20			
Kleindorfer Hardware & Variety	05/25/17 CBU	Misc parts & supplies - 04/26-05/25/17 - TD, MN, MS, BP, LS, SW	1,098.07	584.98	510.42		2.67
Koorsen Fire & Security, INC	PINV000904	Qtrly alarm monitoring fees for Washington St Storage - SC	61.70	24.68	37.02		
Kroger Limited Partnership I	054261	Bottled water for dillman employees due to main break - DIR	14.46	14.46			
Menards, INC	62717	3 18" pedestal fans, foldable earmuffs - MN	144.51	144.51			
Menards, INC	63473	Misc pliers - TD	65.94	26.38	39.56		
Milestone Contractors, LP	108050	D16-88 - Asphalt - Water, Sewer & Storm - 4/11-4/20/17 - SW, TD	2,154.24	1,286.83	642.08		225.33
Milestone Contractors, LP	108511	Asphalt - Water & Storm - 5/2/2017 - SW, TD	599.52	536.76			62.76
NCL of Wisconsin, INC (North Central Labs)	389848	DL17-033 Part#B-12 D, BOD Standard, 198ppm, 2 CS	102.19		102.19		
Northern Safety Co., INC	902419805	PUR17-219 Hard hats (50) - Bullard standard series 4-point	750.92	300.37	450.55		
Paragon Micro, INC	762949	VisionTek Radeon HD 4350 graphics card-P Chasteen - TD, DIR	30.99		30.99		
Paragon Micro, INC	766381	Samsung 22" LED computer monitor for E Love - ENG, DIR	167.25	66.90	100.35		
R&S Plumbing, INC	S157423	PUR17-235 Repaired water heater 4/25/17 @ SC	356.25	142.50	213.75		
Republic Services, INC	0694-001843583	Trash removal @ Dillman WWTP - 06/01-06/30/17 - DR	480.59		480.59		
Republic Services, INC	0694-001846098	Trash removal @ Monroe WTP - 05/01-05/31/17 - MN	99.75	99.75			
Republic Services, INC	0694-001846099	Trash removal @ Blucher Poole - 05/01-05/31/17 - BP	99.75		99.75		
Richard's Small Engine, INC	253315	Shroud for Scagg mower - DR	20.73		20.73		
Rogers Group, INC	0071158147	W17-4103, D16-85 - Misc Stone - Stock - 4/24-4/28/17 SW, TD	1,840.10	709.03	168.43		962.64
Rogers Group, INC	0071158401	W17-4103 - Misc Stone - Stock - 5/8-5/12/17- TD	3,858.01	3,803.25	54.76		

City of Bloomington Utilities
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Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Wastewater O&M	Wastewater Sinking	Stormwater O&M
Rogers Group, INC	0071158574	W17-4103 - #11, #53 Stone, Clean fill - 5/15-5/18/17 - TD	2,210.32	2,210.32			
Sal Chemical Co., INC	169039	Sodium bisulfite - 33,340 @ .1230 delivered 05/17/17 - DR	4,100.82		4,100.82		
South Central Community Action Program INC	2017-04	Admin expense for Assistance Program - April 2017 - ACCT	241.20	96.48	132.66		12.06
Southern Indiana Parts, INC (Napa Auto Parts)	149546	12 Blaster penetrant, 12 QT HD30 - SC	83.76	33.50	50.26		
Staples Contract & Commercial, INC	3321146926	12 copy paper, 6 rollerball pens, extra fine pens - MN	44.42	44.42			
Staples Contract & Commercial, INC	3337669151	AA AAA 9V Batteries, sm binder clip, pens, dry markers - DR	43.41		43.41		
Staples Contract & Commercial, INC	3338594415	Correction tape, pens, rotary card file - PUR	35.76	14.30	21.46		
Staples Contract & Commercial, INC	3338594416	Wood frame cork bulletin board - PUR	42.63	17.05	25.58		
Staples Contract & Commercial, INC	3338594465	6 Wirebound spiral memo books - DR	3.24		3.24		
Staples Contract & Commercial, INC	3339457313	Desk top calculator, pushpins, letter opener PUR	16.48	6.59	9.89		
Staples Contract & Commercial, INC	3339457314	4 HP Universal bond paper - ENG	84.60	33.84	50.76		
Staples Contract & Commercial, INC	3339457318	Steno, labels, mec pencils, sm bin, stickers, lead, pens - DIR	42.29	16.92	25.37		
Staples Contract & Commercial, INC	3339457328	2 Vertical organizer, 3 steno note books - ENG	35.48	14.19	21.29		
Staples Contract & Commercial, INC	3339457333	Stamper, copy paper legal ledger, shipping tape, tape - BC, ACCT	53.79	21.51	32.28		
Staples Contract & Commercial, INC	3339888834	Office chairs - MN	182.74	182.74			
Staples Contract & Commercial, INC	3339888835	Paper tabs - MN	12.00	12.00			
Staples Contract & Commercial, INC	3340641547	Permanent markers, copy stamper - PUR	33.71	13.48	20.23		
Staples Contract & Commercial, INC	3340641548	Grommets - SC, PUR	1.50	.60	.90		
Staples Contract & Commercial, INC	3340641549	Grommets - SC, PUR	1.61	.64	.97		
Staples Contract & Commercial, INC	3340641550	Credit for sales tax and Grommets - SC, PUR	(3.11)	(1.24)	(1.87)		
Staples Contract & Commercial, INC	3340641551	Grommets - SC, PUR	1.50	.60	.90		
State Of Indiana	04/30/17 CBU	Water usage - 04/01-04/30/17 - MN	15,020.18	15,020.18			
State Of Indiana	8024232	DSL Certification renewal for T Powell - ENG	30.00	12.00	18.00		
Suburban Laboratories, INC	144756	Annual sampling of Circle-Prosco's two outfalls - 05/03/17 - ENV	648.00		648.00		
Suburban Laboratories, INC	144908	Pretreatment Annual sampling and analysis of Cook Pharmica-ENV	545.00		545.00		
Sunbelt Rentals, INC	69041281-001	16" blade for street saw - SW, TD	125.00	50.00	68.75		6.25
Sunbelt Rentals, INC	69249085-001	14" & 16" Concrete blades for truck #629 - SW, TD	225.00	90.00	123.75		11.25
Tamara L Ratliff-Roberts	ADMIN17-078	Travel reimbursement - 2017 NACWA in San Antonio-05/16-05/19-DIR	1,269.72		1,269.72		
Tom Spencer Concrete Products, INC	6719	W17-4103-PUR17-169 (2) 48"x72" Doghouse manhole flat top	1,520.00	1,520.00			
ULINE, INC	87044283	PUR17-220 Customer printed labels 3"x1" CBU 812-339-1444	249.22	99.69	149.53		
United Parcel Service, INC	0000430948177	Shipping charges - 04/19/17 - DIR, PUR	17.82		17.82		

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Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Wastewater O&M	Wastewater Sinking	Stormwater O&M
United Parcel Service, INC	0000430948207	Shipping charges - 05/11-05/16/17 - LAB, DIR, PUR	89.09	32.87	56.22		
W.W. Grainger, INC	9442023025	TD17-195 Midland X-Talker 2-Way radio	48.91		48.91		
Xylem Water Solutions USA, INC	3556957208	BP17-71 Pump model no. C771-20PBA + freight	2,231.92		2,231.92		
Young Trucking, INC	92601	Hauling sludge from Blucher Poole - 05/08-05/10/17 - BP, ENV	1,488.65		1,488.65		
Young Trucking, INC	92675	Hauling sludge from Blucher Poole - 05/15-05/18/17 - BP, ENV	2,043.15		2,043.15		
		Grand total:	537,416.89	321,140.38	196,033.47	500.00	19,743.04

ACH

INTERDEPARTMENTAL
MEMO

To:	Utilities Service Board	From:	Kim Robertson
Sub:	Scheduled ACH payment	Dept.	Accounts Payable
		Date:	06/02/17

G/L DATE: 06/12/17

Water Operations & Maintenance	0.00
Water Construction	0.00
Water Meter Deposit	0.00
Water Sinking	200,560.89
Water Hydrant Meter Rental	0.00
Water Debt Reserve	0.00
Total of Water Utilities as per the claims list:	$200,560.89
Wastewater Operations & Maintenance	0.00
Wastewater Construction	0.00
Wastewater Sinking	0.00
Wastewater Debt Reserve	0.00
Total of Wastewater Utilities as per the claims list:	$0.00
Stormwater	0.00
Stormwater Construction	0.00
Total of Stormwater Utility as per the claims list:	$0.00
Total Water Utility:	**$200,560.89**
Total Wastewater Utility:	**$0.00**
Total Stormwater Utility:	**$0.00**
TOTAL WATER, WASTEWATER & STORMWATER UTILITIES	**$200,560.89**

ACH - Bank of New York - 2011 SRF Loan Payment - June, 2017

City of Bloomington Utilities
Accounts Payable by G/L Distribution Report
Paydate: 06/12/17

SRF Payment: June 2017

Vendor	Invoice No.	Invoice Description	Invoice Amount		Water Sinking
Bank Of New York	ACCT17-112-6	SRF Bloomington TAS#610026-2011 SRF Loan - JUNE 2017	200,560.89		200,560.89
		Grand total:	200,560.89	.00	200,560.89

UTILITIES SERVICE BOARD MOTION
MEETING ON JUNE 12, 2017
UTILITY BILLS

To:	Utilities Service Board	From:	Kim Robertson
Dept.		Dept.	Accounts Payable
Sub:	Claims list filed: 06/02/17	Date:	06/02/17
	USB: 6/12/2017		
	For Period: 05/23/17 - 06/02/17	**Paydate:**	**06/05/17**
	G/L Date: **06/05/17**		

Utilities Department invoices filed with the City Controller June 02, 2017 and signed by the Utilities Service Board for payment June 06, 2017 as in accordance with the Utilities Service Board Resolution of August 7, 1973, be hereby approved and entered into the minutes of today's meeting. A copy of the list is filed, with any exceptions noted, is hereby attached and made a part of these proceedings.

Water Operations & Maintenance	4,775.61
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:	$4,775.61
Wastewater Operations & Maintenance	5,221.76
Wastewater Construction	0.00
Wastewater Sinking	0.00
Total of Wastewater Utilities as per the invoice list:	$5,221.76
Stormwater	0.00
Stormwater Construction	0.00
Total of Stormwater Utility as per the invoice list:	$0.00
Total Water Utility:	**$4,775.61**
Total Wastewater Utility:	**$5,221.76**
Total Stormwater Utility:	**$0.00**
TOTAL WATER, WASTEWATER & STORMWATER UTILITIES	**$9,997.37**

City of Bloomington Utilities
Accounts Payable by G/L Distribution Report
Paydate: 06/05/16

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Wastewater O&M
AT&T	812331135305	Service - Washington St Storage - 05/22-06/21/17 - SC	135.89	54.36	81.53
AT&T	812331540005	Service - Centrex main line - 05/22-06/21/17 - SC	7,252.17	2,900.87	4,351.30
AT&T Mobility II, LLC	8123600681 05/17	Service - D Steury - 04/12-05/11/17 - MN	87.92	87.92	
Duke Energy	06/05/17	Service - April - May 2017 - LS, BS, TD	2,424.75	1,635.82	788.93
Smithville Telephone Co Inc	8128241616 05/17	Service - SE Pumping Station - 04/20-05/19/17 - BS	96.64	96.64	
			9,997.37	4,775.61	5,221.76

UTILITIES SERVICE BOARD MOTION
MEETING ON JUNE 12, 2017
UTILITY BILLS

To:	Utilities Service Board	From:	Kim Robertson
Dept.		Dept.	Accounts Payable
Sub:	Claims list filed: 06/08/17	Date:	06/08/17
	USB: 6/12/2017		
	For Period: 06/03/17 - 06/08/17	**Paydate:**	**06/08/17**
	G/L Date: **06/08/17**		

Utilities Department invoices filed with the City Controller June 02, 2017 and signed by the Utilities Service Board for payment June 08, 2017 as in accordance with the Utilities Service Board Resolution of August 7, 1973, be hereby approved and entered into the minutes of today's meeting. A copy of the list is filed, with any exceptions noted, is hereby attached and made a part of these proceedings.

Water Operations & Maintenance	91,163.94
Water Construction	0.00
Water Meter Deposit	0.00
Water Sinking	0.00
Water Hydrant Meter Rental	0.00
Total of Water Utilities as per the invoice list:	$91,163.94
Wastewater Operations & Maintenance	107,029.61
Wastewater Construction	0.00
Wastewater Sinking	0.00
Total of Wastewater Utilities as per the invoice list:	$107,029.61
Stormwater	0.00
Stormwater Construction	0.00
Total of Stormwater Utility as per the invoice list:	$0.00
Total Water Utility:	**$91,163.94**
Total Wastewater Utility:	**$107,029.61**
Total Stormwater Utility:	**$0.00**
TOTAL WATER, WASTEWATER & STORMWATER UTILITIES	**$198,193.55**

City of Bloomington Utilities
Accounts Payable by G/L Distribution Report
Paydate: 06/08/17

Utility Bills

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Wastewater O&M
Comcast Cable Communications, INC	06/02/17	Service-Service Center - #8529-20-119-0490580 05/15-07/14/17-SC	38.06	15.22	22.84
Duke Energy	06/08/17	Service - April - May 2017 - LS, BS, DR, MN	174,630.06	90,788.23	83,841.83
Indiana Paging Network, INC	13225855	Pager service fees - 07/01-09/30/17 - PUR, TD, MS, MN, BP, DR	192.16	78.04	114.12
Smithville Telephone Co Inc	06/02/17 BP	Service - Blucher, fax, modem - 05/02-06/01/17 - BP	286.06		286.06
Smithville Telephone Co Inc	06/02/17 DR	Service - Dillman, fax - 05/02-06/01/17 - DR	239.20		239.20
Smithville Telephone Co Inc	06/02/17 MN	Service - Monroe, fax, intake, DSL - 05/02-06/01/17 - MN	282.45	282.45	
South Central Indiana REMC	2093400200 05/17	Service - Blucher WWTP - 04/18-05/18/17 - BP	21,583.56		21,583.56
Utilities District of Western Indiana REMC	52184-001 06/17	Service - Fieldstone LS - 05/01-06/01/17 - LS	808.00		808.00
Utilities District of Western Indiana REMC	75843-001 06/17	Service - Stone Chase LS - 05/01-06/01/17 - LS	134.00		134.00
		Grand total:	198,193.55	91,163.94	107,029.61

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

INDIANA DEPARTMENT OF REVENUE (SALES TAX - APRIL, 2017)	$53,079.27
INDIANA DEPARTMENT OF REVENUE - RECEIPTS TAX 1ST QUARTER UTILITY RECEIPTS TAX	$0.00
NPC CHARGE CARD FEES - APRIL, 2017	$17,952.75
FIRST FINANCIAL ACCOUNT ANALYSIS FEES - APRIL, 2017	$1,636.70
GROSS PAYROLL 6/9/2017	$306,404.82
FICA TAX 6/9/2017	$22,105.67
TOTAL	**$401,179.21**

UTILITIES SERVICE BOARD MOTION
MEETING ON JUNE 12, 2017

CUSTOMER REFUNDS

To:	Utilities Service Board	From:	Kim Robertson
Dept.		Dept.	Accounts Payable
Sub:	Claims list filed: 06/01/17	Date:	06/01/17
	USB: 06/12/2017		
	For Period: 05/23/17 - 06/01/17	**Paydate:**	**06/16/17**
	G/L Date: **06/16/17**		

Utilities Department customer refunds filed with the City Controller June 01, 2017 and signed by the Utilities Service Board for payment June 16, 2017 as in accordance with the Utilities Service Board Resolution of August 7, 1973, be hereby approved and entered into the minutes of today's meeting. A copy of the list is filed, with any exceptions noted, is hereby attached and made a part of these proceedings.

Water Operations & Maintenance	0.00
Water Construction	0.00
Water Meter Deposit	0.00
Water Sinking	0.00
Water Hydrant Meter Rental	0.00
Total of Water Utilities as per the invoice list:	$0.00
Wastewater Operations & Maintenance	233.78
Wastewater Construction	0.00
Wastewater Sinking	0.00
Total of Wastewater Utilities as per the invoice list:	$233.78
Stormwater	0.00
Stormwater Construction	0.00
Total of Stormwater Utility as per the invoice list:	$0.00
Total Water Utility:	**$0.00**
Total Wastewater Utility:	**$233.78**
Total Stormwater Utility:	**$0.00**
TOTAL WATER, WASTEWATER & STORMWATER UTILITIES	**$233.78**

City of Bloomington Utilities
Accounts Payable by G/L Distribution Report
Paydate: 06/16/17

Vendor	Invoice No.	Invoice Description	Invoice Amount	Check No.	Reason for refund	Water Funds	Wastewater Funds	Stormwater Funds
Warren Chang	7463-002	Customer refund	$19.80	24701	Meter was misread in April 2017		$19.80	
Diane K Dallas	6953-006	Customer refund	$47.70	24702	Customer has overpaid since June 2015		$47.70	
Framemakers	4263-001	Customer refund	$113.41	24703	Overpayment on Dec 2016 bill		$113.41	
Siri Ann Terjesen	2001-003	Customer refund	$52.87	24704	Overpayment on Dec 2016 bill		$52.87	
			$233.78			$0.00	$233.78	$0.00
			$233.78					

UTILITIES SERVICE BOARD
Staff Report

Project:	CIPP Bidding Services Contract
Staff Representative:	Phil Peden
Meeting Date:	June 12, 2017

Utilities wishes to employ the services of GRW, Inc. as an independent contractor to implement the Utilities Department's 2017-2018 cured-in-place-pipe rehabilitation project which will improve wastewater collection by lining the insides of about 30,000 linear feet of 8" sewer mains throughout the wastewater system. GRW will provide professional oversight of the entire bidding process including designing all bid specs, fielding all bid questions and attending all meetings.

Other Board Action:	None
Staff Recommendation:	Staff recommends approval of this Contract.

MEMORANDUM

UTILITIES

TO: **John Hamilton**
FROM: **Vic Kelson**
DATE: **June 7, 2017**
RE: **Contract Approval – GRW, Inc.**

Funding Source: 010-00-950000-U47420

Total Dollar Amount of Contract: Not to exceed $30,000.00

Expiration Date of Contracts: 31st day of December, 2018

Department Head Initials of Approval: VK

Due Date For Signature: **As soon as possible**

Record Destruction Date (Legal Dept to fill in): December 31, 2028

PREVIOUSLY REVIEWED BY & RETURN SIGNED CONTRACT TO THIS ATTORNEY: Christopher Wheeler

ATTORNEY IS TO RETURN SIGNED CONTRACT TO THIS DEPARTMENTAL EMPLOYEE: Phil Peden

Summary of Contract:
The City wishes to employ the services of GRW, Inc. as an independent contractor to implement the Utilities Department's 2017-2018 cured-in-place-pipe rehabilitation project which will improve wastewater collection by lining the insides of about 30,000 linear feet of 8" sewer mains throughout the wastewater system. GRW will provide professional oversight of the entire bidding process including designing all bid specs, fielding all bid questions and attending all meetings.

PROJECT NAME: CIPP Sewer Rehabilitation
PROJECT NUMBER: S17-

AGREEMENT FOR CONSULTING SERVICES

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

WITNESSETH:

WHEREAS, the City, in an effort to improve its Wastewater Collection System, wishes to implement a 2017-2018 cured-in-place pipe sewer rehabilitation project for identified wastewater mains in its wastewater infrastructure; and

WHEREAS, the City requires the services of an engineering firm to conduct all bidding package development and bidding assistance throughout the entire bidding process (hereinafter referred to as the "Services");

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

WHEREAS, Engineer 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, 2018.

3. **Agreement Price.** The overall cost to the City for all services provided herein by Engineer during the term of this agreement shall not exceed Thirty Thousand and Zero-One Hundredths ($30,000.00) Dollars. No additional services shall be performed until and unless additional funding is approved by the City by an amendment to this Agreement reached by both parties herein under the same formality as this Agreement. No amendment to this Agreement shall be entered without a written estimate of cost provided to and approved by the City.

4. **Scope of Services.** Engineer shall provide the Services set forth in Engineer's proposal/scope of services letter dated May 25, 2017, which is attached hereto, marked as **Exhibit "A"** and by this reference incorporated herein.

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

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

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

6. **Responsibilities of the City.** The City shall provide all necessary information regarding requirements for the Services. The City shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Engineer shall be entitled to rely upon the accuracy and completeness of such information. The City shall designate who is authorized to act on its behalf with respect to this Agreement.

7. **Payment.** Prior to receiving payment, the Service Provider shall provide a detailed billing statement in the form of an invoice describing the particular labor and services provided and the relevant rate for each service. The City shall pay said invoice within forty five (45) days of its receipt, provided that the Service Provider has successfully completed the agreed upon work to the City's satisfaction. The City shall not make payment for any unauthorized work or expenses.

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

9. **Termination.** In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to the Engineer. In that event, Engineer shall terminate or suspend performance of the Services on a schedule acceptable to the City, and the City shall pay the Engineer for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data

and other documents generated by Engineer in connection with this Agreement shall become the property of the City, as set forth in Article 11 herein.

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

11. **Ownership of Documents and Intellectual Property.** All documents, drawings and specifications, including digital format files, prepared by Engineer and furnished to the City as part of the Services shall become the property of the City. Engineer shall retain its ownership rights in its design, drawing details, specifications, data bases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of the Engineer.

12. **Independent Contractor Status.** During the entire term of this Agreement, Engineer shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City.

13. **Indemnification.** Engineer shall defend, indemnify and hold harmless the City of Bloomington, its Boards, officers, agents and employees of the City from and against all claims, demands, damages, costs, expenses or other liability, including reasonable attorney's fees and defense costs, to the extent caused by the Engineer's negligent performance of Professional services under this Agreement and that of its SubEngineers or anyone for whom the Engineer is legally liable.

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

    a. General Liability Insurance, with a minimum combined single limit of $1,000,000 for each occurrence and $2,000,000 in the aggregate.

    b. Automobile Liability Insurance, with a minimum combined single limit of $1,000,000 for each person and $1,000,000 for each accident.

    c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of $2,000,000 annual aggregate.

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

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

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

15. **Conflict of Interest.** Engineer declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. The Engineer agrees that no person having any such interest shall be employed in the performance of this Agreement.

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

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

18. **Assignment.** Neither the City nor the Engineer shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Engineer may assign its rights to payment without the City's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

19. **Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Engineer.

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

21. **Non-Discrimination.** Engineer shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment.

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

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

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

23. **Non-Collusion.** Service Provider is required to certify that it has not, nor has any other member, representative, or agent of Service Provider, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Service Provider shall swear under

oath, via signed affidavit, attached as **Exhibit "D"** and by this reference incorporated herein, that Service Provider has not engaged in any collusive conduct.

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

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

City:	City of Bloomington Utilities, P.O. Box 1216, Bloomington, IN 47402. Attn: Phil Peden
Engineer:	GRW Engineers Inc., 7112 Waldemar Drive, Indianapolis, Indiana, 46268 – Attn: George Lewis

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

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

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

EXHIBIT A

SCOPE OF SERVICES

(GRW Proposal – May 25, 2017)

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

May 25, 2017

Mr. Phil Peden, P.E.
Utilities Engineer
City of Bloomington Utilities
600 E Miller Drive.
Bloomington, IN 47401

RE: Proposal for Engineering Services on 2017 and 2018 Sewer CIPP Rehabilitation Work

Dear Mr. Peden:

GRW respectfully submits this proposal for engineering services to assist the CBU with the implementation of their 2017 and 2018 sewer cured-in-place-pipe (CIPP) rehabilitation work within the sanitary sewer collection system.

2017 Bidding Package Development and Bid Assistance:

This work will include the following tasks:

- Meet with CBU Staff to review planned improvements. From initial discussions, the planned program will consist of approximately 10,000 LF of 8" main with a budget of $250,000. CBU has identified the planned pipe segments on GIS mapping and has determined approximate quantities for the work.
- Develop a project bidding package using CBU developed drawings and quantities along with GRW standard specifications. Appropriate bid alternates will be included to allow the project to be scaled as needed to meet budget requirements.
- Coordinate with CBU on any point repair work to be completed ahead of project by CBU crews.
- Work with CBU to identify and describe any project work restrictions that need to be provided to bidders as part of the work (beginning and end dates, maintenance of traffic, night time work, bypass pumping, etc.)
- Prepare a bid advertisement for CBU to place in the newspaper.
- Answer bidder questions between advertisement and bid opening.
- Attend bid opening and compile a bid tabulation, review the submitted bid information for compliance with the bidding requirements and develop a bid recommendation letter for the project.
- Attend one additional coordination meeting for a total of 3 meetings.
- After the bidding is completed, this scope assumes that all construction phase administration and observation work will be performed by CBU.

Schedule: The current schedule anticipates opening bids for this work within the month of August. We can meet this schedule assuming a notice to proceed by June 21, 2017 and that bids would be opened at the August 21, 2017 Utilities Service Board Meeting.

Fee: Lump Sum of $20,000

Addition of 2018 CIPP Work

CBU also plans to complete CIPP lining work in 2018 with a similar budget to that for 2017.

If CBU elects to add the 2018 CIPP work to be within the same bid package as the 2017 work, the proposed tasks outlined above would remain the same. This addition would have the following impact on the schedule and proposed fees:

Schedule: We would anticipate a project bid opening at the September 18, 2017 Utilities Service Board meeting.

Fee: The proposed fee amount would increase to a lump sum of $30,000

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

Sincerely,
GRW ENGINEERS, INC.

Joseph P. Tierney, P.E.
Vice President

Cc: George Lewis, GRW
File

EXHIBIT B

PERSONNEL AND COMPANY QUALIFICATIONS

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

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

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

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER

The Underwriters Group, Inc.
1700 Eastpoint Parkway
P.O. Box 23790
Louisville, KY 40223

CONTACT NAME:
PHONE (A/C, No, Ext): 502-244-1343 FAX (A/C, No): 502-244-1411
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Casualty Insurance Company	29424
INSURER B: Hartford Fire Insurance Company	19682
INSURER C: Hartford Casualty Insurance Company	29424
INSURER D: Sentinel Insurance Company Ltd	11000
INSURER E: XL Specialty Insurance Company	37885
INSURER F: Kentucky Employers' Mutual Insurance	10320

INSURED
GRW Engineers Inc.
GRW Aerial Surveys Inc.
801 Corporate Drive
Lexington, KY 40503

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	33UUNZB9755gl	03/01/2017	03/01/2018	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY	X	X	33UUNZB9755	03/01/2017	03/01/2018	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR	X	X	33RHUZB9558	03/01/2017	03/01/2018	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED X RETENTION $ 10,000							$
D F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	33WEIC7873	03/01/2017	03/01/2018	X PER STATUTE / OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)	N/A		361580	03/01/2017	03/01/2018	E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
E	Professional Liability		X	DPR9911711	03/01/2017	03/01/2018	Per Claim:	5,000,000
							Aggregate:	5,000,000

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

CERTIFICATE HOLDER

City of Bloomington Utilities

600 E Miller Drive

Bloomington, IN 47401

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
Bruce W Ferguson

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DS#5643941

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 a Vice President of GRW Engineers, Inc.
(job title) (company name)

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

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

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

Signature

Joseph P. Tierney
Printed name

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

Before me, a Notary Public in and for said County and State, personally appeared Joseph P. Tierney and acknowledged the execution of the foregoing this 7th day of June, 2017.

My Commission Expires: 1/20/23

Notary Public

George Lewis
Name Printed

County of Residence: Boone

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 7th day of June, 2017.

Signature

Joseph P. Tierney
Printed name

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

Before me, a Notary Public in and for said County and State, personally appeared Joseph P. Tierney and acknowledged the execution of the foregoing this 7th day of June, 2017.

My Commission Expires: 1/20/23

Notary Public

George Lewis
Name Printed

County of Residence: Boone

IDEM

INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
We Protect Hoosiers and Our Environment.
100 N. Senate Avenue • Indianapolis, IN 46204
(800) 451-6027 • (317) 232-8603 • www.idem.IN.gov

Eric J. Holcomb
Governor

Bruno L. Pigott
Commissioner

June 2, 2017

RECEIVED
JUN 08 2017
UTILITIES ADMIN

City of Bloomington Utilities
Attn: Mr. John N. Langley
Deputy Director
600 East Miller Drive
Bloomington, Indiana 47401

Dear Mr. Langley:

Re: Receipt of Application
Dillman Road WWTP Landfill
Monroe County
SW Program ID 53-02

On May 30, 2017, we received your application for a Permit Renewal. This application proposes to renew the facility's permit for another 5 years.

I will coordinate the review of your permit application, and notify you of its status at various stages of the permitting process. Please direct all correspondence to me at the following address:

Nick Batton, Permit Manager
Indiana Department of Environmental Management
Solid Waste Permits
IGCN 1101
100 North Senate Avenue
Indianapolis, IN 46204-2251

We will review your application to determine if it includes all information required for this type of application. If any information is missing or additional technical information is needed, we will notify you. You must submit the requested information within 60 calendar days of receipt of our notification.

Since we received your renewal application more than 120 days before your existing permit's expiration date of September 28, 2017, your current permit remains valid while we continue review of the renewal application (IC 13-15-3-6).

Enclosed for your records is a copy of the Notice of Application to Local Officials. We sent this notice to local officials that you identified as being affected by the application.

If you have any questions, please contact me by dialing (317) 232-8731 or by e-mail at nbatton@idem.IN.gov.

Sincerely,

Nick Batton
Solid Waste Permits Section
Office of Land Quality

Enclosure: Notice of Application to Local Officials

cc with enclosure: Monroe County Health Department
Monroe County Commissioners
Monroe County Solid Waste Management District
Mark Amick, Director, Southeast IDEM Regional Office
President, City of Bloomington Utilities Service Board
Mayor, City of Bloomington
President, Bloomington Town Council

NOTICE OF APPLICATION TO LOCAL OFFICIALS

Indiana Department of Environmental Management

On May 30, 2017, we received a solid waste facility permit renewal application for the Dillman Road WWTP Landfill, which is located at 100 West Dillman Road, Monroe County, Indiana. This application proposes to renew the facility's permit for another 5 years. You were identified by the permit applicant as a local official who should be notified about the application (IC 13-15-3-1).

If you would like to review this application, it can be viewed online at IDEM's Virtual File Cabinet (VFC) website using the following steps:

1. Go to http://vfc.idem.in.gov/, which is VFC's "Document Search" page
2. Once there, click on the ***Alternate Field*** dropdown menu.
3. Select ***SW Program ID***.
4. Enter the SW Program ID, ***53-02,*** in the box to the right of the ***Alternate Field*** menu.
5. Click the ***Search*** button, which produces one or more links to the documents for this facility.
6. Click on the ***x out of y Pages*** dropdown menu to view additional pages with document links.
7. To find and review the permit application, click the highlighted numbers in the ***Doc #*** column for the most recent dates listed. If the permit application is not yet available when you first search, try again later, it will soon be posted.

If you have any questions, please contact Nick Batton, the permit manager assigned to this facility, by dialing (317) 232-8731 or by e-mail at nbatton@idem.IN.gov.