

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

August 6, 2018

5:00 P.M. Regular Meeting

- I. Call to order
- II. Approval of the minutes of previous meeting (July 23)
- III. Approval of the claims
 - a. Standard Invoices
 - b. Utility Bills
 - c. Wire Transfers
 - d. Customer Refunds
- IV. Approval of Consent Agenda
 - a. Nu-Tec Roofing - \$10,000.00 - On Call Services
- V. Request Approval for Agreement with Crider for IUHB Offsite Sanitary Sewer Project - Phil Peden
- VI. Request Approval for Amendment to the Agreement with VET Environmental Engineering for Contaminated Materials Removal at the Decommissioned Griffy Water Treatment Plant – Brad Schroeder
- VII. Request Approval for Memorandum of Understanding with K & J Investments VI, LLC for relocation of fire hydrant and installation of dedicated fire line – Chris Wheeler
- VIII. Old business
- IX. New business
- X. Subcommittee reports
- XI. Staff reports
- XII. Petitions and communications*
- XIII. Adjournment

* Public comment will be limited to 5 minutes per person.

UTILITIES SERVICE BOARD MEETING

July 23, 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 Roberts 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: Julie Roberts, Jim Sherman, Jason Banach, Jean Capler, and Sam Frank.

Staff members present: Mike Hicks, Brad Schroeder, James Hall, Cindy Shaw, Phil Peden, Nolan Hendon, Brandon Prince, Tom Axsom, Chris Wheeler, Holly McLaughlin, Laura Pettit, and Vic Kelson.

MINUTES

Board vice president Sherman moved and Board member Capler seconded the motion to approve the minutes of the July 9th meeting. Roberts amended minutes to state that Roberts rather than Burnham asked about the 2 invoices to Infrastructure Systems Inc. Motion carried, 5 ayes (2 members absent: Burnham and Ehman).

CLAIMS

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

Vendor invoices submitted included \$145,858.86 from the Water Utility, \$142,978.15 from the Wastewater Utility, and \$8,879.18 from the Stormwater Utility. Total Claims approved: \$297,716.19.

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

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

Vendor invoices submitted included \$200,589.10 from the Water Utility; \$0.00 from the Wastewater Utility; and \$0.00 from the Stormwater Utility. Total Claims approved, \$200,589.10.

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

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

Utility invoices submitted included \$100,775.84 from the Water Utility, \$85,048.17 from the Wastewater Utility, and \$0.00 from the Stormwater Utility. Total Claims approved: \$185,824.01.

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

Sherman moved and Capler seconded the motion to approve the wire transfers and fees in the amount of \$336,319.34. Motion carried, 5 ayes (2 members absent: Burnham and Ehman).

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

Customer refunds submitted included \$15.20 from the Water Utility, \$1,635.27 from the Wastewater Utility, \$0.00 from the Stormwater Utility, and \$0.00 from Sanitation. Total Claims approved: \$1,650.47.

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

APPROVAL OF CONSENT AGENDA

Sherman moved and Capler seconded the motion to approve consent agenda. Motion carried, 5 ayes (2 members absent: Burnham and Ehman).

Seventeen agreements on consent agenda: Control Freaks - \$105.00 - SCADA MWTP, Control Freaks - \$315.00 - filter repair DRWWTP, Control Freaks - \$1,470.00 - repair blower DRWWTP, Control Freaks - \$420.00 - backwash program DRWWTP, Control Freaks - \$420.00 - pump& network failure MWTP, Control Freaks - \$15,000.00 - On-Call Services, Ingersoll-Rand - \$8,000.00 - On-Call Services, Electrical Maintenance & Testing

- \$8,000.00 - On-Call Services, Electrical Plus - \$10,000.00 - On-Call Services, Heflin - \$6,000.00 - On-Call Services, Heflin - \$1,976.74 - autoclave plumbing DRWWTP, Commercial Service - \$90.00 - A/C repair BPWWTP, Commercial Service - \$118.00 - A/C repair BPWWTP, Commercial Service - \$996.00 - replace actuator Service Center, Cummins - \$1,211.24 - generator repair DRWWTP, Air Master - \$150.00 - HVAC repair DRWWTP, and Air Master - \$2,935.00 - HVAC repair Service Center.

REQUEST APPROVAL FOR CHANGE ORDER NO. 1 DRWWTP EFFLUENT FILTER PROJECT

Sherman moved and Capler seconded the motion to approve change order with correction; motion carried, 5 ayes (2 members absent: Burnham and Ehman).

CBU Engineer Hicks presented a contract change for the Dillman Road Wastewater Treatment Plant Effluent Filter Project with Kokosing. There were 8 items total for an increase of \$43,671.48. Total contract is now \$972,971.48. The 2 big ticket items were a 36 inch back wash supply valve, called a rate setting valve, which controls the amount of flow during back washing. Also a modulating valve which gives info to the flow meter was updated to a magnetic style which is more accurate. Hicks pointed out a typo which is that the 5th change is identical to the 4th. One item should be for the labor and one should be for the materials. Wheeler with City Legal said the contract was still valid since the typo did not affect the dollar amount and suggested each signing party initial the correction.

OLD BUSINESS: None.

NEW BUSINESS: None.

SUBCOMMITTEE REPORTS: None.

STAFF REPORTS: CBU Director Kelson stated that the South Central sewer interceptor was flowing since Thursday. The crew has to make some corrections to manholes then surface work: grading, paving, and striping. The project is on schedule to be completed on 8/4 before school starts.

Kelson also reported that CBU has hired 24-hour security guards for the Griffy plant. People trespassing on the property are slowing down the environmental remediation that began last year by moving and breaking things inside the plant and spreading mercury around. The first night the guard was there, 12 people were turned away. Kelson says CBU is working with the City and historical preservation for the future of the plant, but for now keeping the public out is the main priority. There are and have been "No Trespassing" signs along the fence. Banach asked how much of the mercury has been quantified previously. CBU Asst Dir- Engineering Schroeder said that the initial mercury that was visible was removed, but as trespassers have moved things in the plant, more mercury has been exposed and tracked around the property. Thorough inspections and remediation continues for not only mercury, but asbestos and lead as well. There are drains on the property and those have been tracked and are being monitored. During demo, environmental contractors will be on site and will stop the work as concerns are found. The process continues to move forward, but CBU will try to be ready for surprises. Roberts asked if there would be public notice and Kelson responded that there would be. Roberts said that we want people to be safe.

PETITIONS AND COMMUNICATIONS: None.

ADJOURNMENT: The meeting was adjourned at 5:15 p.m.

Julie Roberts, President

**UTILITIES SERVICE BOARD MOTION
MEETING ON AUGUST 06, 2018**

To: Utilities Service Board
 Dept.
 Sub: Claims list filed: 08/02/18
 USB: 8/6/2018
 For Period: 07/07/18 - 07/20/18
 G/L Date: 08/10/18

From: Kim Robertson
 Dept. Accounts Payable
 Date: 08/02/18
 Paydate: 08/10/18

Utilities Department invoices filed with the City Controller August 02, 2018 and signed by the Utilities Service Board for payment August 10, 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	120,061.73
Water Construction	28,867.08
Water Meter Deposit	0.00
Water Sinking	0.00
Water Hydrant Meter Rental	0.00
 Total of Water Utilities as per the invoice list:	\$148,928.81
 Wastewater Operations & Maintenance	119,203.81
Wastewater Construction	295,801.95
Wastewater Sinking	0.00
 Total of Wastewater Utilities as per the invoice list:	\$415,005.76
 Stormwater	7,030.84
Stormwater Construction	0.00
 Total of Stormwater Utility as per the invoice list:	\$7,030.84
 Total Water Utility:	\$148,928.81
 Total Wastewater Utility:	\$415,005.76
 Total Stormwater Utility:	\$7,030.84
 TOTAL WATER, WASTEWATER & STORMWATER UTILITIES	\$570,965.41

City of Bloomington Utilities
Accounts Payable by G/L Distribution Report
Paydate: 08/10/18

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Water Construction	Wastewater O&M	Wastewater Construction	Stormwater O&M
Accurate Laser Systems, INC	KRIS4382	PUR18-241 Recalibrate Topcon TPL4AV Pipe laser SN#VEZ018	169.00			169.00		
Aecom Technical Services	2000087852	WI7-4102 - Dyer Tank Environmental Services to 07/13/18	4,389.73	4,389.73				
Air-Master Heating & Air Conditioning	0000088597	MN18-226 Emergency repair on low service bldg. A/C	2,200.00	2,200.00				
Ali-Phase Electric Supply, INC	0740-577607	1 cs 48" sm fluorescent bulbs, 1 cs 48" lg fluorescent bulbs	99.10	39.64		59.46		
American Structurepoint, INC	107711	WI18-4212 - Water relocation @ Jordan Ave to 05/31/18 -	4,596.12	4,596.12				
American Structurepoint, INC	107968	WI18-4212 - Water relocation @ Jordan Ave to 06/30/18 -	2,649.96	2,649.96				
American Water Works Association	7001578251	ADMIN18-095 Annual membership renewal - Vic Kelson	230.00	230.00				
Aramark Uniform & Career Apparel Group, INC	20993608	PUR18-211 Lab coats, various szs for Blucher	323.88			323.88		
Aramark Uniform & Career Apparel Group, INC	20994213	PUR18-211 Lab coats, various szs for Blucher	227.43			227.43		
Arcadis U.S., INC	0917982	W18-4206 - Monroe WTP Filter Process Opt to 07/01/18 - MN, ENG	3,472.50	3,472.50				
Astbury Gabriel Corp (ESG Laboratories)	18010214	Testing digester grab, effluent & influent comp 06/29/18 - DR, ENV	419.00			419.00		
Biochem, INC	17134	K 275 KLX Polymer for belt press - delivered 07/19/18 - DR	12,688.89			12,688.89		
Black & Veatch Corporation	1274720	S18-6208 - Blucher Poole EQ Basin to 06/29/18 - BP, ENG	27,356.00			27,356.00		
Bloomington Paint & Wallpaper Co	00393040	Misc paint, epoxy, thinner, tray, varnish & misc for equip - BP	194.03			194.03		
Bloomington Paint & Wallpaper Co	00393560	Paint, brush & varnish for equipment - BP	341.56			341.56		
Bloomington Paint & Wallpaper Co	00393651	3 High heat silver spray paint for equipment - BP	22.35			22.35		
Bloomington Paint & Wallpaper Co	00393687	3 paint samples for kitchen & conference room - DR	20.97			20.97		
Bloomington Paint & Wallpaper Co	00393705	15 cans Rustoleum slate gray paint - BP	119.25			119.25		
Brenntag Mid-South, INC	BMS037427	Sodium hydroxide - 12.70 @ 11.5333 delivered 07/11/18 - MN	7,208.31	7,208.31				
Brenntag Mid-South, INC	BMS041177	Sodium hydroxide - 11.5396 @ 625.00 delivered 07/18/18 - MN	7,212.25	7,212.25				
Brenntag Mid-South, INC	BMS047617	Sodium hydroxide - 11.5499 @ 625.00 delivered 07/24/18 - MN	7,218.69	7,218.69				
Chemtrade Chemicals Corporation	92415510	Alum - 11.135 @ 434.00 delivered 07/11/18 - MN	4,832.59	4,832.59				
Chemtrade Chemicals Corporation	92421378	Alum - 11.092 @ 434.00 delivered 07/18/18 - MN	4,813.93	4,813.93				

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Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Water Construction	Wastewater O&M	Wastewater Construction	Stormwater O&M
Chemtrade Chemicals Corporation	92425050	Alum - 11.166 @ 434.00 delivered 07/19/18 - MN	4,846.04	4,846.04				
Chemtrade Chemicals Corporation	92426108	Alum - 11.019 @ 434.00 delivered 07/23/18 - MN	4,782.25	4,782.25				
Cintas First Aid & Safety #2	5011249025	Restock first aid cabinet @ Dillman - 07/12/18 - DR	83.52			83.52		
Cloverleaf Tool Co	44823	TD18-223 Conclave blades for root cutter (5); 8"male band (1)	305.59			305.59		
Core & Main, LP	1922173	PUR18-185 Brass plugs, tracer wire, brass ball corp stop 1"	5,380.94	5,380.94				
Core & Main, LP	J127856	Credit memo for returned 20 Brass ST 90 No lead	(106.00)	(106.00)				
Core & Main, LP	J152140	Inv1922173 - PUR	1,960.00	784.00		1,078.00		98.00
Core & Main, LP	J168193	PUR18-267 Octocrete, 1 pallet, 56 50# bags	448.20	448.20				
Core & Main, LP	J169118	PUR18-271 Service saddles for C900 pipe (2) 8"x2" + (2) 8-1/2"x2"	67.75	67.75				
Cosner's Ice Company	204000776	PUR18-272 1-1/2" stainless steel insert stiffeners for poly pipe	156.60	62.64		86.13		7.83
Creative Graphics, INC (dba Baugh Enterprises)	4880	Printing & mailing of July 2018 water/wastewater bills - AR,ACCT	13,260.04	5,304.02		7,956.02		
Eurofins Eaton Analytical, INC	S306726	Testing - Dissolved & total organic carbon, SUVA, UV - MN	185.00	185.00				
Fastenal Company	INBLM206878	PUR18-254 First aid supplies for restocking cabinet	36.73	14.69		22.04		
Fastenal Company	INBLM207089	Restock supplies in machine - 07/20/18 - PUR	295.32	134.14		161.18		
Fastenal Company	INBLM207070	Restock supplies in machine - 07/20/18 - PUR	263.01	106.76		156.25		
First Financial Bank / Credit Cards	65509	PUR18-280 Micro turb prem high-efficiency turbidity filter	579.00	579.00				
First Financial Bank / Credit Cards	703737-1	pur18-299 Softrack for Windows - 7 workstations in Engineering	787.81	315.12		472.69		
First Financial Bank / Credit Cards	ENG18-061	ENG18-061 WEFTEC conference registration - Brad Schroeder	725.00	290.00		435.00		
First Financial Bank / Credit Cards	PUR-263	PUR18-263 Lodging US Pretreatment Training-V. Kelson, J. Hall	620.18	620.18				
Fisher Scientific Company, LLC	0441955	Probe for conductivity meter for lab @ Monroe - MN	752.11	752.11				
Fisher Scientific Company, LLC	0531434	Conductivity meter for lab @ Monroe - MN	2,019.69	2,019.69				
Fisher Scientific Company, LLC	0725815	3 Calibration sachets for lab @ Monroe - MN	252.93	252.93				
Fisher Scientific Company, LLC	1584879	2 Safety glass holders for lab @ Monroe - MN	191.23	191.23				
Fisher Scientific Company, LLC	2103154	Calcium carbonate powder/reagent - MN	231.77	231.77				
Fisher Scientific Company, LLC	3287859	1 cs of safety eyewear - MN	240.23	240.23				
Fisher Scientific Company, LLC	3557454	2 pk each green, blue & yellow labeling tape - LAB, DR	529.45	529.45				
Fisher Scientific Company, LLC	3557455	pH/ATC electrode, 1 pkg of 3 forceps blunt end - LAB, DR	507.59	507.59				
George E Booth Co., INC	00304200	DM18-088 Ultrasonic transmitter, open channel flow	1,749.94			1,749.94		
HACH Company	11044792	MN18-282 UV lamp185 NM & filters	404.00	404.00				
HACH Company	11050648	DL18-070 Laboratory supplies - ammonia test vials, COD test vial	1,494.71	1,494.71				

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Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Water Construction	Wastewater O&M	Wastewater Construction	Stormwater O&M
HD Supply Facilities Maintenance - (USA Bluebook)	615384	BP18-110 Eyewash bottles, pipet tips, glass fiber , BOD buffer	1,106.46			1,106.46		
HD Supply Facilities Maintenance - (USA Bluebook)	615749	BP18-110 Ammonia tests, Hach E.coli coliform bacteria	622.62			622.62		
HD Supply Facilities Maintenance - (USA Bluebook)	622058	DR18-060 Nal settleometer, Pyrex glass settleometer, temp probe	1,413.38			1,413.38		
HD Supply Facilities Maintenance - (USA Bluebook)	627717	DL18-068 Glass microfiber filters, L-Ascorbic acid	1,227.45			1,227.45		
Heflin Industries, INC	123827	MN18-219 Rebuild of air scour valve for filter #5	950.00	950.00				
HP Products Corporation	14031477	Floor buffer, cleaner pads, polish pads - MN	687.28	687.28				
HP Products Corporation	14069334	Misc sizes Nitrile gloves, c-fold towels, roll towels, cups - DR	458.28			458.28		
HP Products Corporation	14077162	50' extension cord - MN	37.99	37.99				
HP Products Corporation	14078753	3 cs paper towels, 2 cs can liners - MN	261.32	261.32				
HP Products Corporation	14081246	1 bx Particulate disposable respirator mask - DR	11.20			11.20		
HVJ Associates, INC	18-198	MN18-295 Testing for filter study; sieve analysis; acid solu	951.50	951.50				
Indiana Oxygen Company, INC	01791416	Millermatic 141 auto-set 120v, mig cart 2 shelves - BP	965.56			965.56		
Indiana Rural Water Association, INC	9874	ENG18-065 Hydrant and Valve Wkshp - E.Love, M.Runyon	100.00	100.00				
Indiana Rural Water Association, INC	9875	ENG18-065 Hydrant and Valve Wkshp - D. Myers	50.00	50.00				
Indiana University Health Bloomington, INC	00076484-00	Vaccine Hep B, toxoid single for 1 Dillman empl 06/13/18 - DR	99.00			99.00		
Indiana University Health Bloomington, INC	00076676-00	Drug screen DOT 5 panel E screen for 1 Dillman empl 06/18/18-DR	45.00			45.00		
Indiana University Health Bloomington, INC	00076677-00	Drug screen breath alcohol test DOT - 1 Blucher empl 06/18/18-BP	40.00			40.00		
Indiana University Health Bloomington, INC	00077034-00	Vaccine Hep B, toxoid single for 1 Dillman empl 06/22/18 - DR	121.00			121.00		
Indiana University Health Bloomington, INC	00077387-00	Vaccine Hep B, Admin Toxoid single - 1 Dillman Empl 07/02/18-DR	121.00			121.00		
Indiana Water Environment Association, INC (IWEA)	10032	ENG18-064 Membership renewal for Tonia Lucas	35.00	35.00				
Industrial Service & Supply, INC	55176	5 4" pump hoses, 3 2" pump hoses wit attached parts - TD	1,233.73	1,233.73				
Industrial Service & Supply, INC	55178	12 S/S clamps for hoses - TD	72.00	72.00				
Infrastructure Systems, INC	S17-6105 #11	S17-6105 - South Central Interceptor Sewer to 06/30/18 - ENG	225,907.10				225,907.10	
Interstate Battery System of Bloomington, INC	108083	3 - 12v batteries for Scagg mowers - DR	270.00			270.00		
Irving Materials, INC	10577262	Concrete - Water lines @ 904 W 7th St - TD	556.50	556.50				
Irving Materials, INC	10579760	D17-93 - Concrete - Storm @ E 2nd & S Arbutus Dr - SW, TD	903.00					903.00
Irving Materials, INC	10580642	Concrete - Storm @ 2718 Pinehurst Dr - SW, TD	210.00					210.00

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Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Water Construction	Wastewater O&M	Wastewater Construction	Stormwater O&M
Irving Materials, INC	10580643	D17-93 - Concrete - Storm @ E 2nd & S Rose Ave - SW, TD	1,806.00					1,806.00
Irving Materials, INC	10581493	Concrete - Water line @ 1203 N College - TD	736.50	736.50				
Irving Materials, INC	10583334	D17-93 - Concrete - Storm @ 2nd & Rose - SW, TD	408.00					408.00
Irving Materials, INC	10583974	Concrete - Main break @ N Willis Dr - TD	840.00	840.00				
Irving Materials, INC	10583975	D17-93 - Concrete - Storm @ 2nd & Rose - SW, TD	1,887.00					1,887.00
Irving Materials, INC	10584897	Concrete - Sewer @ E 12th & N Lincoln St - TD	943.50			943.50		
Irving Materials, INC	10584898	D17-93 - Concrete - 2nd & Rose - SW, TD	436.00					436.00
Irving Materials, INC	10585819	D17-93 - Concrete - E 2nd & S Rose - SW, TD	1,162.50					1,162.50
JCI Jones Chemicals, INC	759093	Sodium hypochlorite - 4,529 @ .7960 delivered 06/11/18 - MN	3,605.08	3,605.08				
JCI Jones Chemicals, INC	759965	Sodium hypochlorite - 4,491 @ .7960 delivered 06/20/18 - MN	3,574.84	3,574.84				
JCI Jones Chemicals, INC	761737	Sodium hypochlorite - 3,877 @ .7960 delivered 07/03/18 - DR	3,086.09			3,086.09		
JCI Jones Chemicals, INC	762339	Sodium hypochlorite - 4,630 @ .7960 delivered 07/11/18 - MN	3,685.48	3,685.48				
JCI Jones Chemicals, INC	762589	Sodium hypochlorite - 3,871 @ .7960 delivered 07/13/18 - DR	3,081.32			3,081.32		
JCI Jones Chemicals, INC	762964	Sodium hypochlorite - 4,596 @ .7960 delivered 07/18/18 - MN	3,658.41	3,658.41				
JCI Jones Chemicals, INC	763950	Sodium hypochlorite - 4,573 @ .7960 delivered 07/25/18 - MN	3,640.10	3,640.10				
John Deere Financial (Rural King)	JRNL#B20391/62	16" Trailer jack for trailer #775 - TD	30.99	12.40		18.59		
John Deere Financial (Rural King)	JRNL#B20395/62	98 gallon fuel tank, filter, inlet/out for unit #765 - DR	774.96			774.96		
John Deere Financial (Rural King)	JRNL#B24989/62	Credit memo-Returned fuel pump 115v Noz, 12v noz - DR	(40.00)			(40.00)		
John Deere Financial (Rural King)	JRNL#B25909/62	1 Claw hammer, 2 tension bars - stock - SW, TD	44.97	17.99		24.73		2.25
John Deere Financial (Rural King)	JRNL#B27558/62	1 Pair of muck boots for Jobe Arthur - truck #616 - SW, TD	159.95	63.98		87.97		8.00
Kirby Risk Corp	S109891443.001	Analog input for programmable controller - DR	1,326.12			1,326.12		
Kirby Risk Corp	S109927419.001	Edgell panel 2x4 50w 4000K for womens restroom - BP	216.54			216.54		
Kirby Risk Corp	S109940028.001	4 PHIL PL-S light bulbs - DR	8.76			8.76		
Kirby Risk Corp	S109940028.002	Disconnect for HVAC maint to meet code - DR	146.67			146.67		
Kirby Risk Corp	S109944984.001	PLC for #3 low service pump - MN	704.00	704.00				
Layne Inliner, LLC	Retainage	S17-61.12 - Retainage - 2017-2018 Sewer CIPP Lining - ENG	69,894.85				69,894.85	
Levi D Elkins	MN18-300	Travel reimbursement - AWWA Conf in Las Vega 06/11-06/14/18 -DR	89.00	89.00				
MacAllister Machinery Co, INC	R67268340601	Rental of skid steer w/bush hog for Griffy Dam - TD	617.13			617.13		
Menards, INC	107	Stretch wrap, herbicide - BP	127.40			127.40		
Menards, INC	108	Chalk line for truck #626 - SW, TD	21.36	8.54		11.75		1.07
Menards, INC	20	PVC pipe, trowel, flex coupling, 45 degree elbow - BP	38.42			38.42		
Menards, INC	296	Magnet sweeper, 3 3" trim brushes - BP	45.84			45.84		

City of Bloomington Utilities
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Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Water Construction	Wastewater O&M	Wastewater Construction	Stormwater O&M
Menards, INC	686	Steel placer w/hook & handle for truck #626 - SW, TD	15.99	6.40		8.79		.80
Menards, INC	697	Ratchet, saw blades, chisels, blade kit & misc-truck #627-TD	278.75			278.75		
Menards, INC	906	2 Flex tape white, 1 flex tape black - MN	38.64	38.64				
Midwest Color Printing, INC	11204	PUR18-278 Business Cards - B. Prince, K. Johnson, M. Kinser	156.35	62.54		93.81		
Midwest Color Printing, INC	11207	PUR18-278 Business cards - M. Chase, T. Myers	105.90	20.18		85.72		
Milestone Contractors, LP	117984	Asphalt - Water lines - 7/2-7/6/18 - TD	359.51	359.51				
Office Depot, INC	158266470001	20 DZ Paper Mate fine point pens black - SW, TD	16.00	6.40		8.80		.80
Office Depot, INC	158266470002	10 DZ Paper Mate fine point pens black - SW, TD	8.00	3.20		4.40		.40
Office Depot, INC	158266471001	12 DZ Paper Mate fine point pens blue - SW, TD	9.60	3.84		5.28		.48
Office Depot, INC	159884517001	1 case Copy paper 11x17 - SC, PUR	26.61	10.64		15.97		
Office Depot, INC	160569228001	Desk fan - DIR	27.39	10.96		16.43		
Office Depot, INC	160569229001	3x3 & 3x5 Sticky pads, highlighters, date stamp, post-its - DIR	37.97	15.19		22.78		
Office Depot, INC	160569229001	Realspace Magellan electric height adj desk-E Henderson-CS, DIR	449.99	180.00		269.99		
Pace Analytical Services, INC	2205627278	Metals, VOC's testing @ 210 W Gordon Pike - ENV	495.00	495.00				
Pace Analytical Services, INC	1850089813	Iron bacterial testing for Water Quality @ Curry Pike - ENV	70.00	70.00				
Pace Analytical Services, INC	1850089972	VOC samples, Silica samples - 210 W Gordon Pike - ENV	550.00	550.00				
Pace Analytical Services, INC	1850090030	Testing - VOC 524.2 @ 210 Gordon Pike - 07/12/18 - ENV	192.50	192.50				
Pace Analytical Services, INC	1850090419	Testing - VOC 524.2 @ 210 Gordon Pike - 07/17/18 - ENV	130.00	130.00				
Paragon Micro, INC	1850090826	HP LaserJet Pro M402n for J Potts - BP, DIR	260.99			260.99		
Paragon Micro, INC	833737	HP LaserJet Pro M402n for K Johnson - TD, DIR	260.99	104.40		156.59		
Paragon Micro, INC	834689	2 Dell P2217 LED 22" monitor - A Flick & K Powell - TD, DIR	299.98	119.99		164.99		15.00
Paragon Micro, INC	835485	Dell P2217 22" LED monitor - D. King - ACCT, DIR	149.99	60.00		89.99		
Pitney Bowes, INC	835486	Postage machine rental - #P700 - 1811693 07/01/17-06/30/18 -ACCT	300.00	120.00		180.00		
Pitney Bowes, INC	1007635770-2	Reserve account postage for acct #20822235 - May-June 2018-ACCT	3,017.95	1,207.80		1,810.15		
Pitney Bowes, INC	20822235 06/18	3 Disc Chute w/tag 61v - DR	157.59			157.59		
Richard's Small Engine, INC	308743	3 21" cutter blades for scag mower - BP	61.29			61.29		
Richard's Small Engine, INC	309460	DM18-097 Weed eater shaft and housing, Part No. 41407107101	111.39			111.39		
Riddle Tractor Sales, INC	IL99752	#11 & #53 Commercial Stone - Stock - 7/2-7/6/18 - TD	762.12	304.85		457.27		
Rogers Group, INC	0071166285	W17-4114, W18-4201 - Misc stone - Stock - 7/9-7/13/18 - TD	929.35	172.91	497.08	259.36		
Rogers Group, INC	0071166400	PUR18-257 ANSI 3 Raincoats; various sizes; reflex CBU on back	1,174.36	469.74		645.90		58.72

City of Bloomington Utilities
Accounts Payable by G/L Distribution Report
Paydate: 08/10/18

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Water Construction	Wastewater O&M	Wastewater Construction	Stormwater O&M
Smith Brehob & Associates, INC	147034	W18-4202 - Arlington Rd Water Main to 06/30/18 - ENG	25,000.00		25,000.00			
Smith Brehob & Associates, INC	147077	W18-4202 - Additional topographic survey-Arlington Rd - ENG	1,450.00		1,450.00			
Southside Rental Center, INC	12912	Propane - 07/24/18 - SC	115.43	46.17		69.26		
Stansifer Radio Co, INC	31934	2 HDMI Cable for conference rooms @ Service Center - DIR	13.60	5.44		8.16		
State of Indiana	270803	w18-4204 - Dyer Tank - Voluntary Remediation Agreement	281.25	281.25				
State of Indiana	2018-2295	ENG	200.00	200.00				
Suburban Laboratories, INC	157003	State Inspection Fee for Weimer Lake Dam - ENG	1,101.00			1,101.00		
Suburban Laboratories, INC	157004	Influent testing-Annual Organic Pollutant-NPDES Permit-DR, ENV	1,101.00			1,101.00		
Suburban Laboratories, INC	157009	Effluent testing-Annual Organic Pollutant-NPDES Permit-DR, ENV	1,209.00			1,209.00		
Sunbelt Rentals, INC	80155793-0001	Sludge testing - Annual Organic Pollutant-NPDES Permit - DR, ENV	1,347.15			1,347.15		
Synchrony Bank	463839686943	Platform controller for 1 PCB Gen 4 scissor lift - DR	13.49			13.49		
Synchrony Bank	465783399875	TD18-210 2-1/2" oil filled vacuum press	24.99					24.99
Synchrony Bank	595676493885	ENG18-055 Crayfish model for educational presentation	23.95			23.95		
Synchrony Bank	999785575547	TD18-210 Dow Corning Molykote 55 O ring	25.49	10.20		15.29		
Tri-State Bearing Co, INC	1039325-00	ENG18-068 30x20 Iceberg personal folding table	50.20			50.20		
Tri-State Bearing Co, INC	1039333-00	2 Bearings for Woodhave Lift Station pump - LS, TD	48.24			48.24		
Tri-State Bearing Co, INC	1039354-00	2 Bearings for Woodhaven Lift Station - LS, TD	31.06			31.06		
United Parcel Service, INC	0000430948278	4 Bearings for Prow Rd lift station pumps #1 & #2 - TD	79.87			79.87		
United Parcel Service, INC	0000430948288	Shipping charges - 06/28/18 - ENV, PUR	78.21	43.36		34.85		
Univer USA, INC	IN083620	Shipping charges - 07/05-07/12/18 - TD, DIR, PUR	2,886.09	2,886.09				
Utility Pipe Sales Co, INC	IN071429	Aqua ammonia - 19,660 @ .1468 delivered 07/10/18 - MN	1,920.00		1,920.00			
Van Ausdall & Farrar, INC	323196	W17-4114 PUR18-182 C900 8" pipe (DR-14) 200ft	2,813.00	1,125.20		1,687.80		
W.W. Grainger, INC	9775067052	PUR18-268 Overage charges on copiers ENG,ADMIN, ACCT	625.38	625.38				
W.W. Grainger, INC	9848485240	MN18-202 Lock out tag training monthly training program	79.40	31.76		47.64		
Water Solutions Unlimited, INC	45146	PUR18-284 Boot covers, 18" height, universal size, 100pk	2,048.64	2,048.64				
Water Solutions Unlimited, INC	45212	Sodium permanganate - 264 @ 7.76 delivered 07/03/18 - MN	2,614.72	2,614.72				
Water Solutions Unlimited, INC	45329	Sodium Permanganate & Sodium Thiosulfate delivered 07/10/18-MN	2,048.64	2,048.64				
Water Solutions Unlimited, INC	45330	Sodium permanganate - 264 @ 7.76 delivered 07/18/18 - MN	533.60	533.60				

City of Bloomington Utilities
Accounts Payable by G/L Distribution Report
Paydate: 08/10/18

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Water Construction	Wastewater O&M	Wastewater Construction	Stormwater O&M
Wylies Floor Covering, INC	3053	S18-6205 ADMIN18-050 BP flooring removal and replacement	5,708.88			5,708.88		
Wylies Floor Covering, INC	3093	S18-6205 ADMIN18-050 BP flooring removal and replacement	18,649.85			18,649.85		
Young Trucking, INC	97738	Hauling sludge from Blucher Poole - 06/27/18 - BP, ENV	1,361.27			1,361.27		
Young Trucking, INC	97739	Hauling sludge from Dillman WWTP - 07/03/18 - DR, ENV	6,670.78			6,670.78		
Young Trucking, INC	97869	Hauling sludge from Blucher Poole - 07/09-07/13/18 - BP, ENV	1,286.71			1,286.71		

Grand total: 570,965.41 120,061.73 28,867.08 119,203.81 295,801.95 7,030.84
570,965.41

**UTILITIES SERVICE BOARD MOTION
MEETING ON AUGUST 06, 2018
UTILITY BILLS**

To: Utilities Service Board
Dept.
Sub: Claims list filed: 07/30/18
USB: 8/6/2018
For Period: 07/15/18 - 07/30/18
G/L Date: 08/01/18

From: Kim Robertson
Dept. Accounts Payable
Date: 07/30/18
Paydate: 08/01/18

Utilities Department invoices filed with the City Controller July 30, 2018 and signed by the Utilities Service Board for payment August 01, 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	10,438.08
Wastewater Operations & Maintenance	42,551.65
Stormwater	
Total Water Utility:	\$10,438.08
Total Wastewater Utility:	\$42,551.65
Total Stormwater Utility:	\$0.00
TOTAL WATER, WASTEWATER & STORMWATER UTILITIES	\$52,989.73

City of Bloomington Utilities
Accounts Payable by G/L Distribution Report
Paydate: 08/01/18

Utility Bills

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Wastewater O&M
AT&T	8123311353 07/18	Service - Washington St Storage - 07/22-08/21/18 - SC	167.44	66.98	100.46
AT&T	8123315400 07/18	Service - Centrex main line - 07/22-08/21/18 - SC	8,941.59	3,576.64	5,364.95
AT&T	8123347689 07/18	Service - Utilities - 07/07-08/06/18 - SC	160.13	64.05	96.08
AT&T	850788637 07/18	Long distance charges - June 2018 - BP	1.80		1.80
AT&T Mobility II, LLC	07/11/18	Service for all depts-06/12-07/11/18-#287268772596x07192018 -SC	2,733.66	973.06	1,760.60
AT&T Mobility II, LLC	8123600681 07/18	Service - L Elkins - 06/12-07/11/18 - MN	58.84	58.84	
City Of Bloomington Utilities	07/01/18	Service - 06/01-07/01/18 - BP, DR, LS, SC	12,811.67	277.49	12,534.18
DirecTV, LLC	34638642937	Service - Dillman WWTP - 07/12-08/11/18 - DR	68.24		68.24
DirecTV, LLC	34639556215	Service - Monroe WTP - 07/12-08/11/18 - MN	68.24	68.24	
Duke Energy	07/12/18	Service - #4100-3538-01-8 - 05/14-07/09/18 - BS, TD, LS	4,267.26	1,865.62	2,401.64
Duke Energy	07/30/18	Service - June - July 2018 - LS, BS, GR, SC, TD	4,535.13	3,390.34	1,144.79
Smithville Telephone Co Inc	8128241616 07/18	Service - SE Pumping Station - 06/20-07/19/18 - BS	96.82	96.82	
South Central Indiana REMC	2093400200 07/18	Service - Blucher Poole - 06/19-07/19/18 - BP	19,078.91		19,078.91
Grand total:			52,989.73	10,438.08	42,551.65

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

INDIANA DEPARTMENT OF REVENUE (SALES TAX - JUNE, 2018)	\$0.00
INDIANA DEPARTMENT OF REVENUE - RECEIPTS TAX 3RD QUARTER UTILITY RECEIPTS TAX	\$0.00
NPC CHARGE CARD FEES - JUNE, 2018	\$0.00
FIRST FINANCIAL ACCOUNT ANALYSIS FEES - JUNE, 2018	\$0.00
GROSS PAYROLL 8/3/2018	\$306,725.88
FICA TAX 8/3/2018	\$22,132.33
TOTAL	\$328,858.21

**UTILITIES SERVICE BOARD MOTION
MEETING ON AUGUST 06, 2018
CUSTOMER REFUNDS**

To: Utilities Service Board
 Dept.
 Sub: Claims list filed: 07/30/18
 USB: 8/6/2018
 For Period: 07/17/18 - 07/27/18
 G/L Date: 08/10/18

From: Kim Robertson
 Dept. Accounts Payable
 Date: 07/30/18
 Paydate: 08/10/18

Utilities Department invoices filed with the City Controller July 30, 2018 and signed by the Utilities Service Board for payment August 10, 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	526.88
Wastewater Operations & Maintenance	1,169.50
Stormwater	
Sanitation	
Total Water Utility:	\$526.88
Total Wastewater Utility:	\$1,169.50
Total Stormwater Utility:	\$0.00
Total Sanitation Department:	\$0.00
 TOTAL WATER, WASTEWATER & STORMWATER UTILITIES	 \$1,696.38

City of Bloomington Utilities
 Accounts Payable by G/L Distribution Report
 Paydate: 08/10/18

CUSTOMER REFUNDS

Vendor	Invoice No.	Invoice Description	Invoice Amount	Check No.	Reason for refund	Water Funds	Wastewater Funds	Stormwater Funds	Sanitation
Dahlie J Bragg	20621-022	Customer refund	\$17.43	25533	Amount was credited after final bill was calculated in July 2018		\$17.43		
Christopher Clark	30530-016	Customer refund	\$28.00	25534	Amount was credited after final bill was calculated in July 2018	\$4.72	\$23.28		
Morgane R Embree	20360-021	Customer refund	\$164.76	25535	Customer made a duplicate payment in March 2018-causing all payments after that to be a credit to the account.		\$164.76		
James N Gladden	69227-001	Customer refund	\$500.00	25536	Large overpayment on their first bill in April 2018 giving the account a credit each month	\$500.00			
Patrick D Ober	20403-014	Customer refund	\$768.52	25537	Very large overpayment in Feb 2018 causing each after to be a credit to the acct		\$768.52		
Martha Saulter	13692-001	Customer refund	\$22.16	25538	Overpayment on their June 2018 bill causing each payment after that to be a credit	\$22.16			
Jordan C Shaulis	5155-022	Customer refund	\$89.99	25539	Overpayments in Feb 2018 causing each payment after that to be a credit		\$89.99		
Kevin L Tognetti	6381-012	Customer refund	\$105.52	25540	3 meter misreads in Jan, Feb and March 2018 causing the account to have a credit due to the misread adjustments.		\$105.52		
<u>\$1,696.36</u>						<u>\$526.88</u>	<u>\$1,169.50</u>	<u>\$0.00</u>	<u>\$0.00</u>
\$1,696.36									



MEMORANDUM

TO: Jeff Underwood, Mayor Hamilton
FROM: Kim Alexander
DATE: July 20, 2018
RE: Request for Approval of On Call Services Agreement with Nu-Tec Roofing Contractors, LLC

Funding Source: 009-U01500 (\$4,000.00); 010-U10500 (\$6,000.00)

Total Dollar Amount of Contract: Not-to-Exceed \$10,000.00

Expiration Date of Contract: August 2019 w/three one year renewal options to 2022

Department Head Initials of Approval:

Due Date For Signature: August 1, 2018

Record Destruction Date (Legal Dept to fill in): 2032

Legal Department Internal Tracking (Legal Dept to fill in) #: 18-424

PREVIOUSLY REVIEWED BY & RETURN SIGNED CONTRACT TO THIS ATTORNEY:

Christopher J. Wheeler

ATTORNEY IS TO RETURN SIGNED CONTRACT TO THIS DEPARTMENTAL EMPLOYEE:

Kim Alexander

Summary of Contract:

On call services for roofing installation and repair needs.

**AGREEMENT FOR SERVICES
BETWEEN CITY OF BLOOMINGTON UTILITIES
AND
NU-TEC ROOFING CONTRACTORS, LLC**

This Agreement is entered into by and between the City of Bloomington Utilities Department by its Utilities Service Board (hereinafter the "City"), and BBC Pump and Equipment Co., Inc (hereinafter "Contractor"). The Parties do hereby agree to the following terms and conditions:

1. **Effective Date.** The effective date for this contract is the date last entered in the signature blocks below.
2. **Term.** The term of this Agreement shall be one year, commencing on the effective date. This Agreement may be renewed for three additional one year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term.
3. **Scope of Services.** Contractor shall be on call to provide the Services specified in **Exhibit "A"**, "Scope of Work", which is attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified herein.
4. **Standard of Care.** Contractor shall be responsible for completion of all Services defined in paragraph 3 in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (hereinafter "Standard of Care"). The City shall be the sole judge of the adequacy of Contractor's work in meeting the Standard of Care; however, the City shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.
5. **Compensation.** The City shall pay Contractor for all fees and expenses in an amount not to exceed Ten Thousand Dollars (\$10,000.00). Contractor shall submit an invoice to the City upon the completion Services described above. The invoice shall be sent to: City of Bloomington, 600 E. Miller St., Bloomington, Indiana 47402. Invoices may be sent via first class mail postage prepaid or via email to util-purchasing@bloomington.in.gov. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services and/or any changes in the Services not set forth above shall be authorized in writing by the City or its designated project coordinator prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses. Contractor shall notify the City when it has invoiced the City for 80% of the overall cost to the City on this Agreement.

6. **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 City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.
7. **Termination.** The City may terminate this contract at any time at its sole discretion. Any services within the Scope of Work performed prior to termination shall be promptly paid by City to Contractor upon the terms and conditions set forth herein so long as Contractor is not in breach of this Agreement.
8. **Independent Contractor Status.** During the entire term of this Agreement, Contractor 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. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.
9. **Indemnification.** Contractor shall defend, indemnify, and hold harmless the City its officers, agents and employees from any and all claims, demands, damages, costs, expenses or other liability whatsoever arising out of or occasioned by Contractor's performance of any and all Services and provisions under this Agreement, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").
10. **Insurance.** During the performance of any and all Services and provisions under this Agreement, Contractor 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) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$2,000,000 annual aggregate. 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 insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the City prior to the commencement of work under this Agreement.
11. **Conflict of Interest.** Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.
12. **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.

13. **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.
14. **Assignment.** Neither the City nor the Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.
15. **Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.
16. **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 the Monroe Circuit Court, Monroe County, Indiana.
17. **Non-Discrimination.** Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.
18. **Compliance with Laws.** In performing the Services under this Agreement, Contractor 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. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor 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.
19. **E-Verify.** Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. Contractor shall sign an affidavit, attached as **Exhibit "B"**, affirming that Contractor does not knowingly employ an unauthorized alien. 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.

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

TO CITY:	TO CONTRACTOR:
City of Bloomington Utilities Dept.	Nu-Tec Roofing Contractors, LLC
Attn: Purchasing Department	Attn: Otis Burdine, President
600 E. Miller Drive	5175 Emco Drive
Bloomington, IN 47401	Indianapolis, IN 46220

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

21. **Integration and Modification.** This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and the Contractor. 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.

22. **Non-Collusion.** Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, 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. Contractor shall sign an affidavit, attached hereto as **Exhibit "C"**, affirming that Contractor has not engaged in any collusive conduct. **Exhibit "C"** is attached hereto and incorporated by reference as though fully set forth.

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

CITY OF BLOOMINGTON
BY:

NU-TEC ROOFING
CONTRACTORS, LLC

Julie Roberts, Chair DATED
Utilities Service Board

Otis Burdine 7-18-18

Otis Burdine, President DATED

Vic Kelson, Director DATED
City of Bloomington Utilities

Phillippa M. Guthrie 7-23-18

John Hamilton, Mayor DATED
City of Bloomington

CITY OF BLOOMINGTON
Legal Department
Reviewed By: *[Signature]*
DATE: July 20, 2018

CITY OF BLOOMINGTON
Controller
Reviewed by: *[Signature]*
DATE: 7/23/18
FUND/ACCT: 009 - 401500
010 - 410500

EXHIBIT A

“Scope of Work”

Contractor shall be on call to perform services as requested by the City for the following services at any and all of the City’s various facilities:

- I. Roof installation and repairs

EXHIBIT B
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

AFFIDAVIT

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

1. The undersigned is the President of Nu-Tec Roofing Contractors, LLC
(job title) (company name)
2. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.

Otis Burdine
Signature
Otis Burdine
Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

Before me, a Notary Public in and for said County and State, personally appeared Otis Burdine and acknowledged the execution of the foregoing this 19th day of July, 2019.

Marilyn E. Bogard My Commission Expires: 11-30-2024
Notary Public's Signature

Marilyn E. Bogard County of Residence: Marion
Printed Name of Notary Public

EXHIBIT C

STATE OF Indiana)
) SS:
COUNTY OF Marion)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this 19th day of July, 2018.

Nu-Tec Roofing Contractors, LLC

By: *Otis Burdine*
Otis Burdine

STATE OF Indiana)
) SS:
COUNTY OF Marion)

Before me, a Notary Public in and for said County and State, personally appeared Otis Burdine and acknowledged the execution of the foregoing this 19th day of July, 2018.

Marilyn E. Bogard My Commission Expires: 11-30-2024
Notary Public's Signature

Marilyn E. Bogard County of Residence: Marion
Printed Name of Notary Public



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/27/2018

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 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 Safeguard Group Inc 100 Granite Drive, Suite 205 Media PA 19063	CONTACT NAME: Amy Ruggerio	
	PHONE (A/C, No, Ext): (610) 892-7688 FAX (A/C, No): (610) 892-7695 E-MAIL ADDRESS: aruggerio@safeguardgroup.com	
INSURED Nu-Tec Roofing Contractors, LLC 5025 Emco Drive Indianapolis IN 46220-4846	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: National Fire Ins Co of Hartford	20478
	INSURER B: Continental Insurance Co.	35289
	INSURER C: Valley Forge Insurance Company	20427
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 18 GL, Auto, WC, Umba Master REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL 6057596594	5/1/2018	5/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1mil/1mil
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			BVA 6057596577	5/1/2018	5/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			R/N of # CGE 6012601101	5/1/2018	5/1/2019	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 PRODUCTS/COMP OPS AGG \$ 9,000,000
C	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	WC 6057596580	5/1/2018	5/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Re: Bloomington Utilities Service Garage Roof Replacement - Bloomington, IN
City of Bloomington Utilities Department is shown as additional insured with respects to General Liability, Auto Liability and Umbrella where required by written contract.
Waiver of subrogation applies to Worker Compensation where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Bloomington Utilities Department Michael Hicks Bloomington, IN 47402	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
	B Courtney, AAI/JMCDA

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**AGREEMENT BETWEEN
CITY OF BLOOMINGTON UTILITIES DEPARTMENT
AND
CONTRACTOR
FOR
IU HB Offsite Sanitary Sewer**

THIS AGREEMENT, also referred to herein as "Contract", is executed by and between the City of Bloomington, Indiana, Utilities Department through the Utilities Service Board (Hereinafter referred to as "Owner"), and Crider and Crider Inc., a for profit corporation duly organized and incorporated by the State of Indiana, with its principal place of business located at 1900 Liberty Dr, Bloomington, IN 47403 (Hereinafter referred to as "Contractor");

WITNESSETH THAT:

WHEREAS, City desires to construct a forcemain, liftstation, and gravity interceptor sewer; and

WHEREAS, City desires to retain Contractor's services which are more particularly described in the Scope of Work which is attached hereto, marked as Attachment "A", and by this reference incorporated herein (Hereinafter referred to as the "Scope of Work"); and

WHEREAS, Contractor is capable of performing said Scope of Work as per its Bid on the Bid Proposal Form; and

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

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

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

ARTICLE 1: TERM

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

ARTICLE 2: ENGINEER

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

ARTICLE 3: CONTRACT PRICE

The City shall pay the Contractor for the performance of the Scope of Work subject to any additions or deductions as provided in this Contract, the contract sum of five million three-hundred six thousand three-hundred dollars (\$ 5,306,300.00). Said sum shall be paid in accordance with the terms of the Contract Documents.

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

Defective work.

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

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

Damage to Owner or a third party.

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

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

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

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

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

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

times specified for Substantial Completion until the Work is substantially complete. After Substantial Completion if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times specified or any proper extension thereof granted by Owner, Contractor shall pay Owner the following amounts for each day that expires after the times specified in Paragraph 4.1 for completion and readiness for final payment:

<u>Item</u>	<u>Liquidated Damages,</u> <u>per calendar day</u>
Substantial Completion of all Work	\$750

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

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

ARTICLE 5: PAYMENT PROCEDURES

Contractor shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by the Engineer as provided in the General Conditions.

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

ARTICLE 6: RETAINAGE

Contracts in excess of One Hundred Thousand Dollars (\$100,000.00) are required to provide for retainage between the Owner and the Contractor.

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

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

interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties.

(Remainder of Page Intentionally Left Blank)

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

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

ARTICLE 7: ENUMERATION OF CONTRACT DOCUMENTS

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

1. This Agreement and its exhibits A, B, C, and D.
2. All Addenda to the Bid Documents.
3. Advertisement to Bid.
4. Instruction to Bidders.
5. Performance and Payment Bonds.
6. General Conditions.
7. Supplementary Conditions.
8. Local Contract Documents as listed in the Specification Index
9. Notice of Award.
10. Notice to Proceed.
11. Specifications.
12. Drawings.
13. Contractor's Bid and supporting documents submitted with the bid.
14. Performance and Payment Bonds.
15. Escrow Agreement.
16. Completed City of Bloomington Substitute W-9 Form.
17. Completed City of Bloomington Bank EFT Form.
18. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the General

Conditions, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.

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

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

ARTICLE 8: GENERAL PROVISIONS

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

8.2. Contractor agrees to indemnify and hold harmless Owner 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 Owner or has used in connection with this Agreement and regardless of whether or not it is caused in part by a party indemnified herein. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

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

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

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

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

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

8.8. Non-Discrimination.

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

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

1. Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, housing status or any other legally protected classification;
2. The utilization of Minority and Women Business Enterprises. Contractor further certifies that it:
 - a. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the Owner's Contract Compliance Officer.
 - b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

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

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

- b. That no Contractor, sub-Contractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry or any other legally protected classification.
- c. That there may be deducted from the amount payable to Contractor, by Owner, 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 Owner and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

8.9. Safety.

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

8.10. Steel or Foundry Products.

1. To comply with Indiana Code § 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should Owner feel that the cost of domestic steel or foundry products is unreasonable; Owner will notify Contractor in writing of this fact.
2. Domestic Steel products are defined as "Products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by open hearth, basic oxygen, electric furnace, Bessemer or other steel making process."
3. Domestic Foundry products are defined as "Products cast from ferrous and nonferrous metals by foundries in the United States."

4. The United States is defined to include all territory subject to the jurisdiction of the United States.
5. Owner may not authorize or make any payment to Contractor unless Owner is satisfied that Contractor has fully complied with this provision.

8.11 Verification of Employees' Immigration Status

1. Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as "**Attachment C**", affirming that Contractor does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.
2. Contractor and any of its sub-Contractors may not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that the Contractor or any of its sub-Contractors learns is an unauthorized alien. If the Owner obtains information that the Contractor or any of its sub-Contractors employs or retains an employee who is an unauthorized alien, the Owner shall notify the Contractor or its sub-Contractors of the Agreement violation and require that the violation be remedied within thirty (30) calendar days of the date of notice. If the Contractor or any of its sub-Contractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or its sub-Contractor did not knowingly employ an unauthorized alien. If the Contractor or its sub-Contractor fails to remedy the violation within the thirty (30) calendar day period, the Owner shall terminate the Agreement, unless the Owner determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the Owner may allow the Agreement to remain in effect until the Owner procures a new Contractor. If the Owner terminates the Agreement, the Contractor or its sub-Contractor is liable to the Owner for actual damages.
3. Contractor shall require any sub-Contractors performing work under this Agreement to certify to the Contractor that, at the time of certification, the sub-Contractor does not knowingly employ or contract with an unauthorized alien and the sub-Contractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all sub-Contractors' certifications throughout the term of this Agreement with the Owner.

8.12. Drug Testing Plan.

1. In accordance with Indiana Code 4-13-18 as amended, the Contractor was required to submit with his/her bid a written drug testing policy for a public works project that is estimated to cost \$150,000 or more. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the Contractor and Subcontractors for drugs. The successful Contractor must comply with all provisions of the statute. This contract is subject to cancellation if Contractor fails to implement its testing program during the term of

Attachment A
Scope of Services

Base Bid: Constructing 1.0 +/- miles of 12-inch SDR 21 Certa-Lok Yelomine pipe and rerouting the force main along East 10th Street to Range Road then north along Range Road to the new IU Hospital lift station. Construction of a new cast -in-place lift station adjacent to the new hospital campus with three 40 hp pumps, constructing 2.1 +/- miles of 12-inch SDR 21 Certa-Lok Yelomine pipe force main along the State Road 45/46 Bypass to an existing manhole on Old State Road 37 at the northwest corner of the intersection. The project will include an emergency generator, remote actuated plug valves, air release valves, pipe encasement, pipe boring, pavement repair, maintenance of traffic and yard repair, asphalt sidepath replacement; and all associated Work completed in place as shown and specified in the Contract Documents prepared by Bynum Fanyo & Associates Project No. 401616.

Mandatory Bid Alternate No. 1: The project also includes bid alternates to replace an existing 15-inch sanitary sewer along Old State Road 37 with 1285 feet 24-inch gravity sewer. The project will include gravity sewer manholes with 6-foot and 8-foot diameters, pipe encasement, pavement repair, maintenance of traffic and yard repair, and all associated Work completed in place as shown and specified in the Contract Documents prepared by Bynum Fanyo & Associates Project No. 401616.

Mandatory Bid Alternate No. 2: The project also includes bid alternates to replace an existing 24-inch sanitary sewer along Old State Road 37 with 1181 feet of 36-inch gravity sewer. The project will include gravity sewer manholes with 6-foot and 8-foot diameters, pipe encasement, pavement repair, maintenance of traffic and yard repair, and all associated Work completed in place as shown and specified in the Contract Documents prepared by Bynum Fanyo & Associates Project No. 401616.

Mandatory Bid Alternate No. 3: The base bid shall include casing pipe only where road bores are required as when crossing under existing roads and drives. Bid Alternate No. 3 shall include casing pipe under the pavement where the pavement may be open cut to allow for the installation of the force main on sections of roadway under the jurisdiction of the Indiana Department of Transportation. Bid alternate No. 3 is subject to INDOT permit requirements which may result in removal of Bid No. 3 from the Project in its entirety.

Base Bid Price: \$ 4,119,800.00

Bid Alt. #1 Price: \$ 568,500.00

Bid Alt. #2 Price: \$ 449,000.00


Bid Alt. #3 Price: \$ 169,000.00

6. The undersigned acknowledges that included in the overall price of the Contract are costs for complying with I.C. 36-1-12-20. The Bidder further identifies the costs to be summarized below*:

	Trench Safety Measure	Units of Measure	Unit Cost	Unit Quantity	Extended Cost
A.	Trench Box	HRS	10.00	1,100	11,000.00
B.	Pumping Trench	HRS	15.00	400	6,000.00
C.	Training	Employees	450.00	10	4,500.00
D.					
				Total	\$ 21,500.00

Method of Compliance (Specify) Trench Boxes, Pumping,
Employee Safety Training

Date: July 31, 2018.



 Signature

Steven R. Crider, Vice President

 Printed Name

STATE OF INDIANA)
) SS:
 COUNTY OF Monroe)

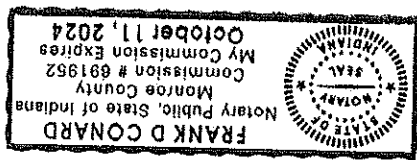
Before me, a Notary Public in and for said County and State, personally appeared Steven R. Crider and acknowledged the execution of the foregoing this 31st day of July, 2018.

My Commission Expires: October 11, 2024 

 Signature of Notary Public

County of Residence: Monroe Frank D. Conard

 Printed Name of Notary Public

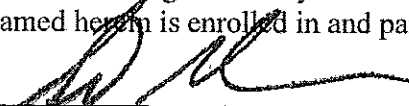


ATTACHMENT C

AFFIDAVIT REGARDING E-VERIFY

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

- 1. The undersigned is the Vice President of Crider and Crider, 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


Steven R. Crider, Vice President
Printed name

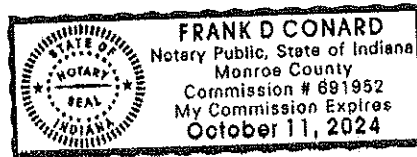
STATE OF INDIANA)
) SS:
COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared Steven R. Crider and acknowledged the execution of the foregoing this 31st day of July, 2018.

My Commission Expires: October 11, 2024

County of Residence: Monroe


Notary Public
Frank D. Conard
Name Printed



ATTACHMENT D

AFFIDAVIT REGARDING NON-COLLUSION

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

OATH AND AFFIRMATION

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

Dated this 31st day of July, 2018.

[Signature]

Signature

Steven R. Crider, Vice President

Printed name

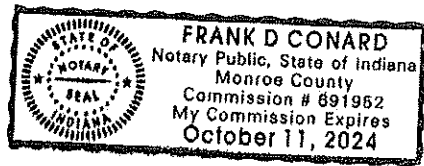
STATE OF INDIANA)
) SS:
COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared Steven R. Crider and acknowledged the execution of the foregoing this 31st day of July, 2018.

My Commission Expires: October 11, 2024

County of Residence: Monroe

[Signature]
Notary Public
Frank D. Conard
Name Printed





MEMORANDUM

TO: Mayor, Controller
FROM: Mike Hicks, Utilities
DATE: 7/26/2018
RE: Request for Approval of Second Amendment to Agreement For Professional Consulting Services with VET Environmental Engineering

Funding Source: W17-4113 Account 009-U13121

Total Dollar Amount of Contract Increase: \$187,500.00

Expiration Date of Contract: June 1, 2019

Department Head Initials of Approval: VK

Due Date For Signature: ASAP

Record Destruction Date (Legal Dept to fill in): 6/2029

Legal Tracking: 18-431

PREVIOUSLY REVIEWED BY & RETURN SIGNED CONTRACT TO THIS ATTORNEY:

Chris Wheeler

ATTORNEY IS TO RETURN SIGNED CONTRACT TO THIS DEPARTMENTAL EMPLOYEE:

Mike Hicks

SUMMARY:

This Second Amendment is for removal of newly discovered amounts of mercury in the Griffy Water Treatment Plant. The removal is necessary. The cost of removal will increase the Agreement amount by \$187,500.00.

Note: The First Amendment expanded the scope of the original agreement to include Removal of PCB Impacted Soils, provide Wetland and Jurisdictional Waters Delineation and increased the cost of the Agreement amount by \$18,790.00. The amendment also changed principal personnel to Sara Hamidovic, owner and CEO of VET.

**SECOND AMENDMENT TO
AGREEMENT FOR CONSULTING SERVICES**

THIS SECOND AMENDMENT is hereby entered into this ____ day of _____, 2018, by and between the City of Bloomington Utilities Department (Hereinafter referred to as "City"), and VET Environmental, LLC (Hereinafter referred to as "Consultant").

WHEREAS, the City and Consultant entered into an Agreement For Consulting Services on the 13th day of November, 2017, (hereinafter referred to as "Original Agreement"), for professional services related to the demolition of the Griffy Water Treatment Plant and specifically described in Exhibit A, "Scope of Services", of the Original Agreement; and

WHEREAS, during the course of contract performance additional mercury has been discovered at the Griffy Water Treatment Plant that must be removed from the premises; and

WHEREAS, the removal of mercury will cause the agreement to be increased significantly; and

WHEREAS, it is necessary and 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, the City and Consultant agree to amend the Original Agreement, as follows:

1. Article 3 Agreement Price shall be amended as follows:

Delete Article 3 in its entirety and replace with the following:

The overall cost to the City for all services provided herein shall not exceed One Hundred Eighty Seven Thousand Five Hundred and Zero/One-Hundredths Dollars (\$187,500.00). No additional work shall be performed until and unless additional funding is approved by the City and amendment to this Agreement reached by both parties herein under the same formality as this Agreement.

2. Exhibit A, "Scope of Services", of the Original Agreement shall be amended as follows:

Add Task No. 8 "Removal of additional mercury from the Griffy Water Treatment Plant as follows:

- 8) Conduct remediation of spilled, free elemental mercury and potentially contaminated debris on the interior of the former Griffy Water Treatment Plant located at 3501 North Dunn Street, Bloomington, Indiana (Site). Scope of Work is itemized as follow:

Item 1: Recovery, characterization, and disposal of all readily accessible spilled free mercury and potentially contaminated debris that may contain mercury, lead-based paint chips, and asbestos.

Item 2: Recovery, characterization, and disposal of all water, mercury, and debris in the pipe gallery trenches and pit, and the basement pump room trenches.

Item 3: Delineate mercury spill areas and determine if residual mercury remains following remediation activities (i.e. within pores of concrete flooring) for use in future phases of the ultimate demolition project.

Item 4: Identify and recover all mercury contained within reasonably accessible equipment at the Site. This task includes inspection, and cleaning or disposal of all such equipment.

Item 5: Containerize, characterize, and properly dispose of all equipment, debris, and personal protective equipment (PPE) that cannot be decontaminated.

Item 6: Determine and apply a protective measure to prevent worker exposure in future phases of the ultimate demolition project and prevent off-Site migration if residual mercury remains. This phase will include application of an encapsulating material on porous surfaces, if required.

Item 7: Generate report documenting completion of the remediation project. Final report will include documentation of remediation activities, containment and control measures, and waste disposal. Photographs documenting the remediation will be included.

Item 8: Appropriate coordination with regulatory stakeholders, primarily, the Indiana Department of Environmental Management (IDEM).

In all other respects, the rest and remainder of the Original Agreement shall remain unchanged and in full force and effect as originally executed.

Attachment A, hereto attached, summarizes the amended Agreement Price and establishes the billing rate schedule for payment to the Consultant.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Agreement for Consulting Services to be executed the day and year first written above.

City of Bloomington:

VET Environmental, LLC:

By: _____
Julie Roberts, President
Utility Service Board

By: _____
Sara Rae Hamidovic, MS, PE, CHMM
Principal Engineer

Attest:

By: _____
Vic Kelson, Director
Utilities Department

John Hamilton, Mayor
City of Bloomington

ATTACHMENT A

SUMMARY OF AMENDED AGREEMENT PRICE

Original Agreement	\$28,880.00
First Amendment	\$18,790.00
Second Amendment	\$187,500.00
Total – Not to Exceed	<u>\$235,170.00</u>

BILLING RATE SCHEDULE

Principle Engineer	\$125 per hour
Registered Professional Engineer	\$110 per hour
Licensed Professional Geologist	\$90 per hour
Staff Project	\$80 per hour
Environmental Scientist	\$70 per hour
Ecologist	\$70 per hour
Senior Environmental Technician	\$70 per hour
Environmental Technician	\$60 per hour
Clerical	\$50 per hour
Mileage	\$0.70 per mile
Drums	\$55.00 per drum
Outside Services and Expenses	Cost plus 15%

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF BLOOMINGTON UTILITIES DEPARTMENT
AND
K&J INVESTMENTS VI, LLC**

For relocation of fire hydrant and installation of dedicated fire line at 1914 W. 3rd Street, Bloomington, IN

THIS MEMORANDUM OF UNDERSTANDING is entered into by and between the City of Bloomington Utilities Department (Hereinafter referred to as "CBU") acting through its Utilities Service Board (Hereinafter referred to as "USB") and K&J Investments VI, LLC, a limited liability corporation duly incorporated in the State of Indiana with its principal office located at 3501 E. Connor St., Suite 2, Noblesville, IN 46060 (Hereinafter referred to as "K&J Investments").

WHEREAS, K&J Investments intends to construct certain commercial improvements on the real estate located at the common street address of 1914 W. 3rd Street, Bloomington, Indiana and more specifically defined by its legal description of:

(INSERT LEGAL DESCRIPTION HERE)

(Hereinafter referred to as the "Property"); and

WHEREAS, there currently exists a CBU owned, maintained and operated fire hydrant # 3957 located on the Property that connects to a CBU owned, maintained and operated water main located along West Third Street; and

WHEREAS, K&J Investments wishes to install a new fire hydrant and fire line in the median of West Third Street directly across from the Property and connect said new fire hydrant to the said CBU water main and then remove the existing fire hydrant located at the Property and rededicate the existing service line to said fire hydrant as a private fire line owned, maintained and operated by K&J Investments that services the new commercial improvements being constructed at the Property (Hereinafter referred to as the "Project"); and

WHEREAS, K&J Investments is willing to cover all costs, expenses and liabilities associated with the Project; and

WHEREAS, CBU supports this project.

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

1. K&J Investments shall be responsible for all costs and expenses associated with this Project including, but not limited to, excavation, installation, the Two Hundred and Fifty and Zero/One-Hundredths (\$250.00) Dollar tap fee, all materials and any and all repairs of any and all existing City property damaged in any way by K&J Investments, its contractors and subcontractors, assigns, agents and or employees during the Project.

2. K&J Investments shall install a new fire hydrant and new six (6) inch fire line in the median of West Third Street directly across from the Property at a location predetermined by Tim Clapp of the Bloomington Fire Department and Dave Williams of the Bloomington Department of Parks and Recreation.
3. K&J Investments shall install this new fire hydrant and fire line and connect the same to the said CBU water main all in accordance with CBU specifications and guidelines.
4. The new fire hydrant shall be installed a minimum of three (3) feet from the inside of the northern curb defining the boundary of the West Third Street median.
5. K&J Investments shall keep the existing fire hydrant located on the Property in place and fully functioning until K&J Investments has installed the new hydrant and the new hydrant has been tested by and accepted in writing by the CBU engineering department.
6. Once the new median fire hydrant has been installed, tested and accepted then K&J Investments shall accept and assume, as is, the ownership and all responsibility for the existing six (6) inch fire line that services the hydrant located on the Property. Said ownership and responsibility shall commence at the connection point of said fire line on the CBU owned, operated and maintained water main and runs the entirety of said fire line to and including the fire hydrant and, after installation and connection, the entire fire suppression system for the commercial improvements.
7. K&J Investments shall be responsible for removing the existing fire hydrant on the Property and extending and connecting the existing six (6) inch fire line to the commercial improvements for use as a dedicated fire line for the commercial improvements fire suppression systems.
8. K&J Investments shall comply with all CBU specifications and guidelines for extending and connecting the existing six (6) inch fire line to the commercial improvements including, but not limited to, installation of appropriate backflow prevention and meter inside the building and an additional swing check valve in the manhole due to the device being located greater than fifty feet from the water main.
9. K&J Investments shall be responsible for conducting all pressure and bacteria testing and function of the valve of the line at the water main in accordance with CBU rules and regulations, specification and guidelines.
10. K&J Investments shall provide notice to the City of Bloomington Parks and Recreation at least seven days in advance of any excavation or construction associated with the Project so that City of Bloomington Parks and Recreation can remove any and all existing plantings from the West Third Street Median that may be affected by the Project.
11. K&J Investments shall locate all City of Parks and Recreation irrigation water lines during excavation and work associated with the Project. K&J Investments, at its own

