STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made on _____, 20__between the City of Peoria, whose address is 419 Fulton, Peoria, IL 61602 hereinafter called the **CITY** and Crawford, Murphy & Tilly, Inc., Consulting Engineer, whose address is 401 SW Water Street, Suite 209, Peoria, Illinois, 61602, hereinafter called the **ENGINEER**.

WITNESSETH, that whereas the **CITY** desires the following described Professional Engineering and Land Surveying **SERVICES**, and the **ENGINEER** certifies that he/she is in compliance with Illinois Statutes relating to professional registration of individuals and to corporate practice, if a corporation, for rendering such **SERVICES**:

SERVICES included under this agreement are storm water utility master services as described in the attached Scope of Services under the supervision of an Illinois Professional **ENGINEER** and be sealed by that person.

NOW THEREFORE, the **ENGINEER** agrees to provide the above described **SERVICES** and the **CITY** agrees to compensate the **ENGINEER** for these **SERVICES** on a time and expense basis in accordance with the attached Schedule of Hourly Charges. Reimbursable direct expenses and sub-engineer services performed by another firm will be invoiced at cost. Hours in excess of 8 hours per day or 40 hours per week will only be compensated at the attached Schedule of Hourly Charges there will be no premium hourly charges awarded.

The **ENGINEER**, in signing this **AGREEMENT**, certifies that he/she has no financial or other interests in the outcome of this **PROJECT**. The **CITY** and the **ENGINEER** hereby certify that there was compliance with the provisions of the Architectural, Engineering, and Land Surveying Qualifications Based Selection Act (Chapter 30 ILCS 535) in the procurement of the **SERVICES** covered by this **AGREEMENT**.

The **ENGINEER** shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the **SERVICES**, for which Illinois Statutes require license or registration, and further shall employ only well qualified persons in responsible charge of any elements of the **SERVICES**, all subject to **CITY** approval.

The **ENGINEER** warrants that they have not employed or retained any company or person other than bona fide employee working solely for the **ENGINEER** to solicit or secure the **AGREEMENT**, and that they have not paid or agreed to pay any company or person other than a bona fide employee working solely for the **ENGINEER** any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of the **AGREEMENT**. For breach or violation of their warranty, the **CITY** shall have the right to annul the **AGREEMENT** without liability or, in its discretion, to deduct from the **AGREEMENT** price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

The **ENGINEER** covenants that they have no public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of their **SERVICES** under the **AGREEMENT**.

IT IS MUTUALLY AGREED THAT:

The **CITY** will make payment for **SERVICES** rendered monthly in accordance with invoices rendered by the **ENGINEER**.

This **AGREEMENT** shall remain in effect until December 31, 2014. The total fee of all projects completed under this **AGREEMENT** shall not exceed **THREE HUNDRED FIFTY THOUSAND DOLLARS *$350,000.*** The **CITY** retains the option to extend the time of this **AGREEMENT** and/or increase the fee limit with City Council approval. The **CITY** and the **ENGINEER** each binds himself, his partners, successors, executors, administrators and assignees to each other party hereto in respect to all the covenants and **AGREEMENT**s herein and, except as above, neither the **CITY** nor the **ENGINEER** shall assign, sublet or transfer any part of his interest in this **AGREEMENT** without the written consent of the other party hereto. This **AGREEMENT**, and its construction, validity and performance, shall be governed and construed in accordance with the laws of the State of Illinois.

The **ENGINEER** agrees to make their best commercially reasonable effort to pursue the work contracted for by the **CITY** in the most cost effective manner while preserving the quality of product to be delivered.

This **AGREEMENT** may be terminated by the **CITY** upon giving notice in writing to the **ENGINEER** at his last known post office address. Upon such termination, the **ENGINEER** shall cause to be delivered to the **CITY** all surveys, permits, **AGREEMENTS**, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the **CITY**. The **ENGINEER** shall be paid for any **SERVICES** completed and any **SERVICES** partially completed in accordance with this **AGREEMENT**.

That the **ENGINEER** warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the **ENGINEER**, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the **ENGINEER**, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the **CITY** shall have the right to annul this contract without liability.

EMPLOYEE/EMPLOYMENT RESTRICTIONS – The **ENGINEER** agrees, as a condition of accepting this contract with the **CITY**, that, for a period of one (1) year following completion of this contract, it shall be prohibited from hiring, directly or indirectly, any **CITY** employee or official who was involved, directly or indirectly in: (1) the selection and/or recommendation to select the **ENGINEER** for performance of this contract; (2) coordinating the efforts of the **ENGINEER** in the consummation or completion of this contract; or (3) monitoring or determining the performance of the **ENGINEER**. The **ENGINEER** further acknowledges and agrees that, upon the **CITY'S** determination that a violation of this provision has occurred, the penalty imposed, at the sole discretion of the **CITY**, may include one or more of the following: (1) cancellation of any other contract(s) between the **CITY** and the **ENGINEER**; (2) disqualification of the **ENGINEER** from bidding or being awarded future contracts with the **CITY** for a period of two (2) years; and/or (3) payment of liquidated damages to the **CITY** in the amount of TWENTY FIVE THOUSANDS DOLLARS ($25,000.00). ***This does not apply to any City Employee involved in the 2011-2012 reduction in force; nor does it apply to parties taking the Early Retirement Incentive offered by the City from November 1, 2011 through November 1, 2012.***

All documents prepared or furnished by **ENGINEER** are the **Property of the CITY** to use the documents on the Project, extensions of the Project, and for related uses of the **CITY**, subject to receipt by **ENGINEER** of full payment for all **SERVICES** relating to preparation of the documents. Any such reuse, or any modification of the documents, without written verification, completion, or adaptation by **ENGINEER**, as appropriate for the specific purpose intended, will be at **CITY'S** sole risk and without liability or legal exposure to **ENGINEER** or to is officers, directors, members, partners, agents, employees, and **ENGINEER**s. **CITY** shall indemnify and hold harmless **ENGINEER** and its officers, directors, members, partners, agents, employees, and **ENGINEER**s from all claims, damages, losses,

and expenses, including attorney's fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by **ENGINEER**.

The **ENGINEER** agrees to deliver all documents electronically in a format compatible and acceptable with the **CITY**. All computer aided drafting and design files will be submitted to the **CITY** in an AUTOCAD 2010 Format. All files received are required to function in the AutoCad 2010 environment without need for post-processing or any adjustments. Any supporting resource files or libraries shall be noted and provided with the submission of CAD documents.

The **ENGINEER** and **CITY** agree to work together on a basis of trust, good faith and fair dealing to achieve the intent of this **AGREEMENT**. Each party shall take such actions that are reasonably necessary to enable the accurate completion of the professional **SERVICES** and other obligations provided under this **AGREEMENT** as intended in a timely, efficient and economical manner.

The **ENGINEER** will guard against ERRORS and OMISSIONS in the performance of the professional **SERVICES** under this **AGREEMENT**. The **ENGINEER** will apply appropriate care to the performance of the professional **SERVICES** and the preparation of all **SERVICE** products called for in this **AGREEMENT**, including but not limited to, plans and drawings, contract documents and other instruments to be furnished in the course of performance of the **SERVICES**. The **ENGINEER** shall be governed by that degree of care, knowledge, skill, and diligence that other reputable members of the engineering profession would ordinarily exercise under like circumstances within the State of Illinois. The **ENGINEER** will be responsible to the **CITY** for DAMAGES, arising from ERRORS and OMISSIONS caused by the **ENGINEER'S** NEGLIGENCE in the performance of the professional **SERVICES** and preparation of **SERVICE** products under this **AGREEMENT**.

Acceptance of the **SERVICES** will not relieve the **ENGINEER** of the responsibility for subsequent correction of any such ERRORS, OMISSIONS, and/or negligent acts or of his/her liability for loss or damage resulting there from. In the event any dispute or claim, related to construction or the construction contracts, should arise between any of the parties to this **AGREEMENT**, each party agrees to exercise good faith efforts to resolve the matter fairly, amicably and in a timely manner.

This **AGREEMENT** shall continue as an open CONTRACT and the obligations created herein shall remain in full force and effect until the completion of construction or any PHASE of professional **SERVICES** performed by others based upon **SERVICES** or **SERVICE** product provided by the **ENGINEER**. All obligations of the **ENGINEER** accepted under this **AGREEMENT** shall cease if construction or subsequent professional **SERVICES** are not commenced within 5 years after final delivery of professional **SERVICES** or work product pursuant to this **AGREEMENT**.

At any time during construction or during any PHASE of professional **SERVICES** performed by others based on **SERVICES** or **SERVICE** product provided by the **ENGINEER**, the **ENGINEER** will confer with the **CITY** and others upon request for the purpose of interpretation or providing clarification of the **SERVICES** or work product provided by the **ENGINEER**.

The **CITY** will notify the **ENGINEER** of any ERROR or OMISSION believed by the **CITY** to be caused by the NEGLIGENCE of the **ENGINEER** as soon as practicable after discovery. Notification may be given by the most practical means deemed suitable by the **CITY**. The **ENGINEER** will designate and keep current the name of an individual with proper address and telephone number for purposes of notification hereunder. The notification will advise the **ENGINEER** of the nature of the matter, the action sought from the **ENGINEER** and the time constraints required for response. The **ENGINEER** agrees to contact the **CITY** promptly in accordance with the time constraints contained in the notification, to undertake necessary construction site visits and inspections, to dispatch personnel to appropriate **CITY** office locations for resolution purposes, and to complete all corrective work necessary to resolve the matter notwithstanding any disagreement or dispute as to NEGLIGENCE. In the event it is later determined that the **ENGINEER** was not negligent, the **ENGINEER** will be compensated for additional **SERVICES** performed in accordance with the payment provisions of this **AGREEMENT**. The **CITY** reserves the right to take immediate action to remedy any ERROR or OMISSION if notification is not successful; if the **ENGINEER** fails to respond to a notification; or if the conditions created by the ERROR or OMISSION are in need of urgent correction to avoid accumulation of additional construction costs or damage to city property and reasonable notice is not practicable.

Any dispute in the interpretation of the provisions of the **AGREEMENT** or the damages accessed due to **ENGINEER** ERRORS OR OMISSIONS shall be settled through negotiation between the **ENGINEER** and the City Manager or designee of the signatory parties. If they cannot agree, the dispute will be referred through proper administrative channels to the **CITY**. The **CITY** shall decide all claims, questions and disputes. The **ENGINEER** may file a claim for adjudication by the Court of Claims within 60 days after the date of the written response. This shall not be construed to abrogate the **ENGINEER**'S rights under the law.

This **ENGINEER'S** PROFESSIONAL LIABILITY INSURANCE policy will provide coverage for all claims the **ENGINEER** shall become legally obligated to pay resulting from any negligent act, ERROR or OMISSION related to **ENGINEER**'S professional **SERVICES** required under this **AGREEMENT**.

To the fullest extent permitted by law, **CITY** and **ENGINEER** waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and **ENGINEERs**, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and agree that **ENGINEER'S** total liability to Owner under this **AGREEMENT** shall not exceed $1,000,000.

ENGINEER certifies that to the best of its knowledge and belief, **ENGINEER** and **ENGINEER'S** principals: a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal **CITY** or agency; b) within a three-year period preceding this CONTRACT have not been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 5-40(b); (d) have not within a three-year period preceding this CONTRACT had one or more public transactions (federal, state, or local) terminated for cause or default.

The **ENGINEER** agrees that it shall not knowingly enter into any lower tier covered transaction when a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized, in writing by the **CITY**. The **ENGINEER** agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transaction", provided by the DEPARTMENT, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions. The **ENGINEER** may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless **ENGINEER** knows the certification is erroneous. **ENGINEER** may decide the method and frequency by which it determines the eligibility of its principals. Each **ENGINEER** may, but is not required to, check the Nonprocurement List. If an **ENGINEER** knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation, in addition to other remedies available to the federal government, the **CITY** may terminate the CONTRACT for cause or default.

The **ENGINEER** shall obtain the following minimum amounts of insurance from insurance companies authorized to do business in the State of Illinois:

(1) Workmen's Compensation Insurance in accordance with the laws of the State of Illinois.

Commercial General Liability. Required liability insurance coverage shall be written in the occurrence form and shall provide coverage for the operations of the CONSULTANT: operations of SUBCONSULTANTS (contingent or protective liability); completed operations; broad form property damage; and contractual liability. The general aggregate limits shall be endorsed on a per PROJECT basis.

(1) General Aggregate Limit $2,000,000
(2) Each Occurrence Limit $1,000,000

The coverage shall provide by an endorsement in the appropriate manner and form, the City of Peoria, its officers, directors, employees, agents, and representatives, are named as additional insured with respect to the policies and operations performed. The **ENGINEER** may accept a separate owner's protective liability policy provided all coverage, limits and endorsements are in conformity with this Section.

Commercial Automobile Liability. The policy shall cover owned, non-owned and hired vehicles.

Bodily Injury & Property Damage
Liability Limit Each Occurrence $1,000,000

Umbrella Liability. Any policy shall provide excess limits over and above the other insurance limits stated in this Section. The **ENGINEER** may purchase insurance for the full limits required or by a combination of primary policies for lesser limits and remaining limits provided by the umbrella policy.

Such insurance shall be maintained in full force and effect during the life of the AGREEMENT and shall protect the **ENGINEER**, its employees, agents and representatives from claims for damages, for personal injury and death and for damages to property arising in any manner from the negligent act or failure to act by the **ENGINEER**, its employees, agents and representatives in the performance of the SERVICES and/or WORK.

Certificates showing that the **ENGINEER** is carrying the above-described insurance in the specified amounts shall be furnished to the **CITY** before it is obligated to make any payment to the **ENGINEER** for SERVICES and/or WORK performed under the provisions of the AGREEMENT. The certificates shall provide that the policies shall not be changed or cancelled during the life of the AGREEMENT until 30 days advance written notice to the **CITY** has elapsed.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this _____ day of _____, 2014.

Executed by ENGINEER:	
Attest: Brian R. Welker, P.E.	By: Bernard D. Held, P.E.
Title: Vice President	Title: Sr. Vice President

Executed by CITY:	**City of Peoria, Illinois**
Attest:	Reviewed and Approved:
By:	By:
Beth Ball	Patrick Urich
Title: City Clerk	Title: City Manager
	By: Donald B. Leist
	Donald Leist
	Title: Corporate Counsel
	By:
	Michael T. Rogers
	Title: Director of Public Works

STORMWATER PROGRAM EVALUATION

Regulatory Compliance, Asset Management, and Capital Programming

ROLES & RESPONSIBILITIES

The following description of services and work to be completed is the basis for the contract between the City of Peoria (City) and Crawford, Murphy & Tilly (CMT) for the purpose of evaluating the condition, capital improvement, maintenance, operational needs, and program funding options for the City's storm drainage system within its jurisdictional limits. The CMT consulting team includes MWH Americas and Simantel. The following description of services refers to each of these three firms by name and also refers to the collective team of three firms as the CONSULTANT. Any other parties identified in this document are identified by name.

- CMT staff operating out of their Water Street office in Peoria will manage the team's efforts and administer the contract. CMT will also assess operational, maintenance, and capital funding needs of the Municipal Separate Storm Sewer System (MS4).
- MWH will perform a financial analysis of the stormwater program needs and present funding scenario options. MWH will also advise the project team and City staff on storm water program implementation matters as related to State and Federal regulations and constituent service needs.
- Simantel will carry out a public outreach plan intended to gauge public sentiment about sewer infrastructure and communicate with Peoria citizens, business owners and elected representatives about the needs, challenges and potential solutions for storm sewer infrastructure.

BACKGROUND & REGULATIONS

The City's sewer infrastructure has been in place for decades and is being continually modified as infrastructure deteriorates, the City grows, and new regulations and policies require system improvements. The oldest portion of the City was originally constructed with a single sewer system that carried sanitary and stormwater directly into the Illinois River. That system is known as the Combined Sewer System. Peoria's first efforts to deal with water pollution problems began with the establishment of the Greater Peoria Sanitary District in 1927. Construction of the sanitary sewer plant and the Riverfront Interceptor sewer were the first steps taken to reduce the adverse impacts of water pollution. Currently, the City's existing combined sewer system does not have sufficient capacity to prevent untreated sewage from being released into the Illinois River. These occurrences are referred to as Combined Sewer Overflows (CSOs). Over the past decade, a team of consultants, led by AMEC, has been working for Peoria to develop a Long Term Control Plan (LTCP) for additional improvements that will reduce the number of times the system overflows into the river. The City continues to work with the AMEC team to develop a LTCP that is acceptable to the US Environmental Protection Agency. The USEPA is empowered by the Clean Water Act (CWA) of 1972 to issue permits for

wastewater discharges into waters of the US. The CWA was amended in 1987 to include regulation and permitting of stormwater discharges from municipal separate storm sewer systems. The wastewater and stormwater permits are regulated by USEPA under the National Pollutant Discharge Elimination System (NPDES) that was first codified in the 1972 CWA.

Peoria's LTCP will include improvements that will remove stormwater from the Combined Sewer System. These improvements will transfer flows from the combined system to the MS4 system and in doing so, reduce the frequency and volume of overflows. These types of solutions are described as sewer separation. Other LTCP improvements will also include "green solutions." Green solutions are those that reduce the amount of stormwater that becomes runoff. Reducing impervious surface areas increases infiltration and results in less runoff. This type of change is a green solution. Sewer separation and green solutions within the Combined Sewer System area are capital projects that will be included in the Stormwater Program evaluation. The AMEC consulting team will identify the capital program, operations, and maintenance costs of these sewer separation and green solutions within the Combined Sewer System.

The firm of Barnes and Thornburg has been providing legal counsel to the City throughout the development of the Combined Sewer LTCP. Barnes & Thornburg will continue providing legal counsel to Peoria and the consulting teams pertaining to any new or revised City ordinances related to the Combined Sewer System and the MS4 system.

PEORIA CHARACTERISTICS

The following table is preliminary information about the City's land area and sewer system areas obtained from previous study efforts.

Total Area of Peoria	30,437 acres
Property Parcel Area	25,367 acres
Combined Sewer Service Area	2,734 acres
Partially Separated Sewer Area	2,583 acres
Riverfront Interceptor Drainage Area	7,813 acres
Municipal Separate Storm Sewer Area	25,120 acres

One of the initial tasks to be completed in this process will be to verify the information listed in the preceding table.

SCOPE OF SERVICES

This Scope of Service is developed to address those items in Peoria's Request for Qualifications and additional information exchanged after the consultant selection process was concluded. A special publication of the Water Environment Federation titled, "User-Fee-Funded Stormwater Programs", Second Edition, 2013 has been used as a reference in the development of this Scope of Service.

A. Coordination and Review

1. Client Meetings – Periodic meetings between CONSULTANT and City staff to review efforts and progress. Meetings will also be used to evaluate information and provide necessary input from City staff. Six meetings are anticipated.
2. Audit - The Kick Off portion of this project will include an audit of the current state of affairs relative to CSO and Stormwater programs in Peoria.
    a. The CONSULTANT will work internally, with City Staff and the AMEC team to gather and review existing information and viewpoints for the CSO and Stormwater programs.
    b. Simantel will benchmark public communication strategies of other storm water utilities that utilize green infrastructure. Simantel will explore high-level messaging points (value drivers) for comparable communities.
    c. Feasibility Study Review - The Tri-County Regional Planning Commission administered a Stormwater Utility Feasibility Study that explored the possibility of creating utilities in thirteen communities in Peoria and Tazewell counties to manage stormwater infrastructure. A single Feasibility Report dated April 23, 2014 contains the findings and recommendations for each of the thirteen communities. The City of Peoria was one of the communities that participated in that study effort.
        - The CONSULTANT will review the data, findings and recommendations of the Feasibility Study relative to the City of Peoria.
        - All geographic information system files and other relevant files shall be provided to the CONSULTANT and said data files shall be retained in a file management system that will be readily accessible to CONSULTANT staff.
        - Study principles and criteria of a Stormwater program shall be defined in order to guide the discussions and decision-making process.
3. Peoria's Department Structure and Responsibilities - Various functions relative to management of stormwater systems are typically performed by a variety of persons within various departments of a city's organization. Maintenance, design, construction, asset mapping, inspections, citizen concerns, building permits, utility coordination, planning, legal counsel, and MS4 reporting are all stormwater related functions that are currently performed by Peoria staff. The City and CONSULTANT shall review these and

any other related functions and identify the responsible department and staff persons. Identifying these persons and time spent on SW responsibilities is essential information for the CONSULTANT to complete this Scope of Services and design any new or revised stormwater program. City staff persons are internal stakeholders and their understanding of the goals and objectives of a stormwater program is a critical element of this project.

Deliverables:

- High-level messaging points
- Study principles and criteria of Stormwater program
- Tabulation of Peoria Department/Staff stormwater responsibilities

B. Public Outreach

The Public Outreach elements of this contract will engage the community in a discussion about the challenges and solutions to maintain and pay for the City's public infrastructure. A stakeholder involvement process will be used to share information about the infrastructure condition and needs, solicit ideas and concerns, establish priorities, and build consensus and support for a self-sufficient stormwater program. Typical citizens in every community do not differentiate between stormwater and wastewater. Recognizing the public's limited knowledge about sewer systems, and the fact that the Stormwater Program and the CSO program are integrated in their impact on the community; a coordinated approach to public outreach will be required in order to define the different programs. The CONSULTANT will work with the City and AMEC to identify and plan collaborative efforts for the CSO and Stormwater programs. The CONSULTANT understands that any public discussions about stormwater infrastructure will also need to include a discussion about the combined sewer system and the pending financial obligations that will be prescribed in a Consent Decree to be issued by the USEPA. Simantel staff will lead the Stormwater Program public outreach efforts. The outreach efforts will be responsive to the community needs. This scope of services provides a framework for the outreach program because it is not possible to predict the exact number of meetings and types of communications that will be warranted. CSO public outreach efforts are included in AMEC's CSO contract.

1. Stakeholder Engagement – Various stakeholder groups will be assembled and their input will be used throughout this evaluation process. The goal of the stakeholder engagement process will be to discuss and debate the following messages:
   - The need for, and benefits of, enhanced stormwater management
   - Regulatory, operational, and community problems to be addressed by an enhanced stormwater management program
   - Costs of a stormwater management program and how the City should recover those costs in an equitable manner
   - Information about a user fee funded stormwater utility and fee reduction options

a. Community Focus Groups - Simantel will facilitate ten focus groups (2 from each of the 5 Council districts) in order to establish a baseline of the general public's understanding of Peoria's infrastructure systems. These insight sessions will be used to gauge the pulse of the community early in the study process. Simantel will use this information to develop a targeted communication plan about the Stormwater Program that is responsive to the needs and concerns of the community. This includes the recruitment of 12 to 15 attendees with the goal of 8 to 10 participants per focus group, for a total of 100 to 150 responses.
b. Stormwater Affected Neighborhoods - Work with City staff to identify three neighborhood associations that have stormwater related problems that could be addressed by the formation of a stormwater utility. Simantel will lead CONSULTANT efforts to prepare for and meet with these groups. The purpose of the meetings will be to identify existing stormwater problems, what elements should be included in a stormwater management program, and how to fund such a program. Three meetings are anticipated.
c. Top 20 Ratepayer Meetings - The twenty Ratepayers expected to receive the highest user fee bills shall be identified. City Staff and the CONSULTANT will jointly determine a meeting schedule. The purpose of the meetings will be to discuss the goals and objectives for a stormwater program, the rate structure for a user fee funded utility, and the credit program. For purposes of establishing a level of effort and fee for services, the CONSULTANT will participate in ten of the meetings. City staff shall conduct the other ten meetings using materials prepared by the CONSULTANT. Simantel will facilitate the meetings attended by the CONSULTANT.

Deliverables:

- Agendas and documents for discussion
- Summary of meeting findings

2. Advisory Committee Meetings - The City and CONSULTANT will form an Advisory Committee to review findings and recommendations of the CONSULTANT. The Advisory Committee should be a diverse group representing a cross section of the community. The group may include homeowners, industrial interests, commercial business owners, government agencies, real estate developers, and non-profit entities. This group will be used to review communication tools and materials and to gain feedback about proposed solutions. Simantel will schedule and facilitate these meetings. Eight meetings are anticipated.

   Deliverables:

   - Agendas and documents for discussion
   - Summary of meeting findings

3. Copywriting and Design of Communication Tools and Presentations - Simantel will use a variety of communication tools during this effort. The following is a list of tools that may be developed for use by the City:

   Deliverables:
   - PowerPoint presentations for Stakeholders, City Staff, City Council
   - Handouts
   - Frequently Asked Questions
   - Talking Points
   - Content development for the existing City of Peoria website
   - Media/PR/Social Media Consulting
4. Final Presentation of Information and Findings - CONSULTANT will organize the findings and activities of the public outreach efforts and meetings for presentation to the Citizens of Peoria at a City Council meeting.

C. Stormwater Program Development

1. Inventory Program Elements - Current operating budgets, capital budgets, and annual permit reports shall all be reviewed. The CONSULTANT shall use the best available information to quantify the costs of repair, reconstruction, and new construction of stormwater (SW) facilities that are included in street construction projects.
   a. Identify Current SW Program Elements - All stormwater activities related to collection systems, green infrastructure, natural streams and floodplains currently being performed by the City shall be identified. Program areas include:
      - Operations and maintenance
      - Capital improvements
      - Public education
      - Regulatory compliance
      - Asset management
      - Emergency response
   b. Forecast Future SW Program Elements - Stormwater infrastructure and programs evolve and expand due to community growth, regulatory changes, and changing priorities of the community. Anticipating the effect of these future changes on the program is required. The amount of time into the future shall be determined during this study process. This future time frame is described as the Planning Period.
      - Infrastructure – deteriorating facilities, land development and re-development, and new green infrastructure will be anticipated.
      - Regulatory Compliance - IEPA has issued a Draft General NPDES Permit that requires an increased amount of monitoring and reporting than the current permit. At the time this contract is established, it is not known what will be included in the Final General Permit.

- CSO Elements – the AMEC Team will identify elements of the anticipated CSO LTCP that can be funded by a stormwater funding program. Barnes & Thornburg will provide legal counsel relative to any questions about funding CSO efforts with stormwater fees versus sanitary sewer fees.
- Public Health & Safety – CONSULTANT shall work with City staff to identify known flooding concerns, unstable slope conditions, or other known safety concerns. These issues shall be factored into future plans.
- Community Needs – The Public Outreach program shall provide direction about unique challenges or concerns. For instance, the general public is probably not aware that most neighborhood ponds and natural streams are not public responsibilities and that Peoria does not have the authority to provide services on private property.
- Uncertainties – climate and economic uncertainties make it necessary to assess risk of future commitments and plans. Natural disasters can destroy vast amounts of infrastructure that will require a rapid response. Variations in economic activity will affect revenue sources. Risk control shall be recognized and factored into future plans.

Deliverable:

- Tabulation of current and future stormwater program elements

2. Establish Goals and Objectives
    a. Define Level of Service Goals - Levels of service goals are a combination of regulatory requirements and community expectations. Such goals are often tempered by fiscal constraints. Frequency of routine maintenance, time for response to a complaint, system design capacity are examples of such goals. Public outreach efforts will be used to identify community expectations in addition to those specified by regulation.
    b. Determine SW Program Priorities - The range of program elements is very large and each community has unique conditions that must be prioritized. Currently, the City has identified CSO improvements that will be required by USEPA as a high priority. The Public Outreach process will identify other stormwater needs. Stakeholders will be used to prioritize these needs such that a program can be tailored to the unique circumstances of Peoria.
    c. Establish a Planning Period for a SW Management Plan - The City in consultation with the CONSULTANT will establish the number of years for which future program needs and costs shall be anticipated. This Planning Period should be not less than 5 years. A longer time period based on the CSO schedule might be appropriate, however, as the period is extended farther into the future, more risk is introduced due to the uncertainty of future circumstances.

Deliverables:

- List of Level of Service Goals

- Prioritized list of Program Elements

3. Stormwater Management Plan - A management plan is the foundation for a user fee program. The CONSULTANT will prepare a conceptual plan that will provide the basis for the revenue requirements. The stormwater plan shall reflect the community goals and objectives. A conceptual stormwater master plan shall be developed by the CONSULTANT to address the following items:
    a. Inventory Existing Conditions
        - Storm Sewer System – Use best available information to quantify storm sewer and drainage facilities within public right of way, & permanent easements. Use best available information to differentiate between private property and municipal storm drainage facilities. Establish approximate value of existing MS4 assets and estimate annual depreciation. Identify locations of system outfalls into existing ponds, streams and wetlands. Meet with City Staff to evaluate mapping needs and means to collect additional data.
        - Streams, ponds and wetlands – Use available mapping and resources to locate and quantify the existing surface water resources within the City.
        - Land Cover – Use available information to quantify the various types of land cover in the City. For example: the areas of forests, impervious surfaces, agricultural crops, and maintained lawns provide a benchmark for future comparison.
    b. Design Policies and Practices - Evaluate existing policies and ordinances pertaining to the MS4 Minimum Control Measures. Verify that appropriate controls are in place and in compliance with the MS4 NPDES permit and the goals and priorities identified in this study process. Provide recommendations to the City if new practices require new or revised policies. If reducing runoff volumes at the source is a goal of the program, the community will need to re-evaluate land-use techniques and practices.
    c. Program Operations - Work with City staff to define roles, responsibilities, and level of staff effort dedicated to stormwater management. Services required from private parties shall also be identified. Work with City staff to develop GIS asset management procedures for storm drainage assets.
    d. Capital Improvement and Maintenance Plans - Estimate an annual minimum capital expenditure level to maintain the current asset condition. Estimate one other scenario with higher expenditure levels that will improve asset conditions over a defined time period.
    e. Estimate SW Program Costs - Current program costs shall be used as a starting point for estimating future program costs. Data not available from current programs in Peoria will be obtained from other communities already performing similar functions. The AMEC team shall provide cost information for the

Combined Sewer System that is attributed to wet weather conditions versus normal sanitary sewer flows.

Deliverables:

- Conceptual Stormwater Management Plan

D. Financial Analysis

1. Revenue Requirements Development - Building on the Stormwater Program Development task, a long-term financial planning tool will be developed that considers all operating and capital costs that must be funded by the proposed user fee funded stormwater utility (SWU). These annual revenue requirements are based on initial and sustained operations, plus any expected changes to those operations as a result of proposed capital facilities over time. The MWH financial planning tool is comprehensive in that it is a complete cash-flow analysis that incorporates financial goals like setting, maintaining, and growing required reserve levels; meeting debt service coverage goals; funding normal renewal and replacement of assets; and meeting other financial benchmarks. The tool also allows analysis of different financing scenarios including debt financing, pay-as-you-go (PAYGO) cash funding, or other innovative means of meeting operating and capital needs.
    a. Projection of O&M, Capital Expenditures, and Expected Debt Service - Forecasted cash flows will start with the Stormwater Utility Feasibility Study estimates of O&M and capital expenditures prepared for Peoria. This information will be updated based on the Stormwater Management Plan. The Stormwater Management Plan provides the basis for program costs that will be incorporated into the financial planning tool customized for the City's proposed SWU. Future costs under planning assumptions developed in previous tasks, including a capital improvements plan, are used to develop a baseline model of required stormwater use fee revenues and proposed capital funds.
    Estimates of CSO program costs eligible to be recovered through stormwater user fees will be incorporated into the cash flow projections. AMEC is expected to provide scenarios of CSO expenditures to include in the forecast.
    b. Calibrating the Costs of Service - Stormwater user fee revenue is calculated to meet the projected future costs and all additional constraints for each year in the funding plan. Additional constraints include cash reserve levels, debt covenant requirements, and other policy objectives recommended by City Staff for the proposed SWU. Up to three alternative scenarios of CSO program cost recovery levels will be analyzed to assess the effect on stormwater user fees.
    c. Evaluate and Refine the Results - Once the annual revenue requirements and stormwater user fee revenues are calculated under the alternative scenarios, the CONSULTANT will meet with City Staff to review and refine the assumptions and results.

Deliverables:

- Long-term financial planning model
- Annual projection of SWU revenue requirements

2. Ratepayer Database - Prepare alternative stormwater rate structure options for funding the SWU annual revenue requirements. AMEC has developed a database from the Peoria County GIS for parcels within the City service area. CONSULTANT will complete a review of the database to confirm and refine the following:
    a. Determine the number of properties that will be the customer base.
    b. Review the impervious areas for residential parcels to establish a baseline equivalent residential unit or ERU on which stormwater user fees can be based.
    c. Review the total impervious area and ERUs within the SWU service area that comprises the ratepayers in the City's proposed SWU.

    Deliverables:

    - Summary of ratepayer database findings
    - Updated database if necessary

3. Rate Structure Options - Previous tasks have determined the annual revenue requirements for the proposed SWU and the number of ERUs within the City. The next task is to design rate structure options that will recover the costs from the users. Typical stormwater rate structures include fees based on:
    - Gross area of the property
    - Impervious area of the property
    - Land type or intensity of development

    Based on the preliminary findings of the stormwater feasibility study and directions from City staff, evaluation will focus on impervious area. Impervious area provides a rational nexus between stormwater runoff and property characteristics. CONSULTANT will review alternatives for variations on the impervious area rate structure with City staff and the Advisory Committee.
    a. User Fee based on Impervious Area - Assuming the preferred approach is based on impervious area, the first rate structure option is defined as one based on average impervious area of one ERU. Applying the number of ERUs in the City's service area to the revenue requirements for 2016, a user fee per ERU per year will be calculated. From this calculation, monthly, bi-monthly, and quarterly user fees can be determined for further billing discussions with key ratepayers.
    b. Tiered Residential Fee Alternative - An alternative rate structure based on tiers of impervious areas for residential properties will also be evaluated. A tiered rate structure for residential properties increases the equity of the stormwater user fee across residential properties. It involves characterizing residential properties in the customer database on average impervious area. A frequency analysis will be completed to determine the proportion of residential properties that

comprise different levels of impervious area. A tiered structure can include multiple tiers to capture the impervious area variations within the customer base. The intent is to improve equity of the user fee for customers.

c. Credit and Incentive Policies - AMEC will work with Barnes and Thornburg to develop credit and incentive policies for a user fee funded stormwater program in Peoria. CONSULTANT will review those recommendations with the Advisory Committee. MWH will evaluate the Rate Structure impacts of the proposed policies. CONSULTANT will share findings and recommend changes as warranted to AMEC and City staff.

d. Review Results and Select Alternative - CONSULTANT will meet with City Staff and AMEC to review the results of the rate structure options analysis. A simple evaluation matrix that presents the alternatives against a set of qualitative criteria such as customer understanding, administrative burden, and equity will be used to evaluate the alternatives and select the preferred alternative. The goal of this meeting is to select a preferred rate structure approach.

e. Stakeholder Meetings - As part of Public Outreach, CONSULTANT will provide presentation materials and attend up to two meetings to convey the selected rate structure approach.

Deliverables:

- Rate structure options definitions
- Calculated user fees for up to three alternative rate structures
- Rate structure meeting agenda, meeting materials, and meeting notes
- Stakeholder meeting materials

4. Revised Cash Flow Analysis - Once the rate structure is selected and the user fees are calculated, the cash flow projections in the long-term financial planning model will be revised to reflect changes expected. In turn, changes in revenue requirements may require stormwater user fees to be recalculated. In cooperation with City Staff and AMEC, draft final results will be reviewed and adjusted as necessary for moving forward with stakeholder and Council meetings.

Deliverables:

- Revised revenue requirements
- Revised stormwater user fees for selected rate structure

5. Affordability Analysis – AMEC will prepare an affordability analysis that encompasses a full fee comparison of annual sewer utility bills, and a financial capability assessment incorporating both wastewater and stormwater current and projected costs. MWH will review that analysis.

a. Top 20 Rate Payers - Following the City's list of the top 20 ratepayers, MWH will use the ratepayer database and the selected storm-water user fee to calculate

sample bills for these customers. These sample bills will be formatted to use in meetings with ratepayers.

b. Fee Comparison - To provide a comparison of the affordability of City utility bills, MWH will prepare an analysis of total utility fees and taxes paid in the City compared with local communities and similar communities statewide. We will first present the City with a list of communities for the comparison. Once we have agreement on communities, our analysis will compile water, wastewater, stormwater, solid waste, and other fees paid by community residents plus tax rates in the areas. Results will be summarized in a memorandum and shared with City Staff for review and comment.

c. Financial Affordability Calculation - USEPA provides guidance for assessing the affordability of wastewater service in its document *1997 CSO Guidance for Financial Capability Assessment and Schedule Development*. The guidance document outlines the calculation of costs per household and costs per household as a percentage of median household income (MHI). Further, in 2013, USEPA recognized the need to consider an Integrated Planning approach to meet Clean Water Act requirements and encourages consideration of stormwater costs in the wastewater affordability calculation. MWH will coordinate with AMEC to compile proposed SWU annual costs and CSO-related expenditures for wastewater and storm-water affordability calculations.

Deliverables:

- Top 20 rate payer bill summary
- List of fee comparison communities
- Fee comparison memorandum

E. Implementation

1. Reporting and Documentation
    a. Draft Report - CONSULTANT shall prepare a draft report providing findings of the financial analysis and the conceptual SW Management Plan. Following City review, one revision will be completed to produce a final report.
    b. Final Stormwater Feasibility Report - Once City Staff revisions have been made to the team's draft report, up to 5 hard copies and one electronic copy of the final report will be provided.
    c. City Council Presentation - In coordination with City Staff, the team will prepare a presentation for Council summarizing the proposed SWU evaluation and user fee results. Documentation from the public outreach meetings will be included. It is expected that one Council presentations is required.

Deliverables:

- Electronic copy of draft report

- Five hard copies and one electronic copy of final report
- Council presentation materials and team presentation

2. Ordinance for Stormwater Program - AMEC (in consultation with Barnes and Thornburg and the CONSULTANT) will prepare a final ordinance for funding a stormwater management program in Peoria. AMEC will amend the draft ordinance provided in the Tri-County Regional Planning Commission Stormwater Utility Feasibility Study to incorporate the findings and decisions made as a result of this Stormwater Program Evaluation.

3. Billing System Selection - CONSULTANT will prepare a billing plan that begins with identification of alternatives, assessment of costs, and an evaluation approach that will result in the selection of the most appropriate billing plan for the proposed SWU. The plan will be developed in consultation with City staff and AMEC.
    a. Identify Billing Alternatives - The first step is to identify alternative billing options that are feasible for the City. Options include, but are not limited to, billing through Greater Peoria Sanitary District as they are currently billing the City's wastewater customers; a new City function, similar to its garbage billings; and a contract with an outside, private company.
    b. Evaluate and Recommend Approach - Each billing alternative has certain associated costs and inherent risks. CONSULTANT will compile the relevant costs for each alternative, such as new billing software, billing representatives, or billing charges from an outside firm. Using simple evaluation criteria such as administrative burden, cost, length of time to implement, and City control, alternatives will be scored for review by City staff. Based on the scoring, an approach will be recommended and reviewed with City staff. Finally, associated costs with the selected billing plan will be incorporated into the long-term financial planning model to calculate the recommended stormwater user fees for implementation.

Deliverables:

- List of alternative billing options and considerations
- Evaluation of alternatives and recommended approach

4. Billing Implementation Action Plan – In the event the Peoria City Council enacts a stormwater utility ordinance, an Implementation Plan will need to be developed. This effort will be completed as additional services at the discretion of the City. This effort will include setting up the master account file, maintaining the file, and billing formulas for properties.

Estimate of Effort and Labor Fees

CLIENT: City of Peoria
PROJECT DESCRIPTION: Stormwater Program Assessment

Firm Name: CMT, MWH & Simantel Combined Fees

	TASKS	CMT Effort	Simantel Effort	MWH Effort	Total Labor Hours	Total Labor Fee
A	**Coordination & Review**					
	Client Meetings (6 meetings)	15	12	6	33	$5,220
	Audit	64	75	12	151	$21,860
	Peoria Department Structure & Responsibilities	24		4	28	$4,440
	Sub-Total	*103*	*87*	*22*	*212*	*$31,520*
B	**Public Outreach**					
	Stakeholder Engagement (23 meetings)	48	254		302	$41,320
	Advisory Committee Meetings (8 meetings)	32	112	32	176	$27,240
	Copywriting & Design of Communication Tools	8	444		452	$56,730
	Final Presentation of Information & Findings		62		62	$8,340
	Sub-Total	*88*	*872*	*32*	*992*	*$133,630*
C	**Stormwater Program Development**					
	Inventory Program Elements	64		4	68	$9,920
	Establish Goals and Objectives	32		8	40	$6,760
	Conceptual Stormwater Management Plan	280		4	284	$34,320
	Sub-Total	*376*		*16*	*392*	*$51,000*
D	**Financial Analysis**					
	Revenue Requirements Development	2		64	66	$11,320
	Rate Payer Database	116		40	156	$21,520
	Rate Structure Options	32		128	160	$30,160
	Revised Cash Flow Analysis			48	48	$8,400
	Affordability Analysis			64	64	$12,360
	Sub-Total	*150*		*344*	*494*	*$83,760*
E	**Implementation**					
	Reporting & Documentation	48		70	118	$21,250
	Ordinance for Stormwater Program			2	2	$420
	Billing System Selection	64		92	156	$26,780
	Sub-Total	*112*		*164*	*276*	*$48,450*
	2014 Hourly Rate Fee	$112,900	$124,690	$110,770		$348,360
	HOURS	829	959	578	2366	

CRAWFORD, MURPHY & TILLY, INC.

Standard Schedule of Hourly Charges

Classification	Regular Rates Per Hour
Administrative Assistant/Clerk	$ 50
Technical Assistant	$ 70
Technician	$ 85
Senior Technician	$ 105
Land Surveyor	$ 120
Planner/Technical Manager	$ 75
Engineer/Architect	$ 100
Senior Planner/GIS Specialist	$ 105
Senior Technical Manager	$ 110
Senior Engineer/Architect	$ 120
Project Engineer/Manager/Architect	$ 140
Senior Project Engineer/Manager	$ 170
Principal	$ 180

These rates are subject to change upon reasonable and proper notice.

To the amount charged at rates shown will be added the actual cost of blueprints, supplies, transportation and subsistence and other miscellaneous job related expenses directly attributable to the performance of services. A usage charge will be made when flow monitoring, sampling or level recording equipment, nuclear density equipment, GPS equipment, robotic total station or other similar specialized equipment are used directly on assignments.

Professional or Subconsultant services furnished to the ENGINEER by another company shall be invoiced at actual cost.

Peoria EEO Cert. Number: 01746-150930 (Valid thru September 30, 2015)

SIMANTEL

Standard Schedule of Hourly Charges

Classification	Regular Rates Per Hour
Project Manager	$ 100
Art Director	$ 110
Editor/Animator	$ 115
Account Manager	$ 120
Senior Copywriter	$ 125
Media Strategist	$ 130
Digital Strategist	$ 135
Research Facilitator	$ 145
Executive Creative Director	$ 160
Sr. Marketing Consultant	$ 185

MWH AMERICAS

Standard Schedule of Hourly Charges

Classification	Regular Rates Per Hour
Accounting / Project Administration	$ 95
Analyst / Project Controls	$ 150
Consultant	$ 195
Managing Consultant	$ 210
Principal Consultant	$ 240
Vice President / Sr. Executive	$ 290