

**CITY OF PEORIA  
C O N T R A C T**

This agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_ by and between the City of Peoria whose address is 419 Fulton, Peoria, IL 61602 a municipal corporation, party of the first part, and ADS LLC located at 340 The Bridge Street, Suite 204, Huntsville, AL 35806, his/their executors, administrators, successors or assigns, party of the second part.

WITNESSETH: That for and in consideration of the payments and agreements mentioned in the scope of services hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the bond referring to these presents, the party of the second part agrees with said party of the first part, at his/their own proper costs and expense to furnish and deliver all the work, materials and supplies in accordance with the specifications contained in said proposal, and in full compliance with all of the terms of this agreement.

IT IS UNDERSTOOD AND AGREED that the proposal, and statement of work and specifications are component parts of this contract and shall be deemed a part hereof. It is also understood and agreed that the contractor shall not assign, transfer, convey or otherwise dispose of this contract, or his right to execute it, or his right, title or interest in or to it or any part thereof, unless the previous written consent of the City Manager of the City of Peoria shall first be obtained thereto.

IN WITNESS WHEREOF, the said parties have executed these presents on the date above mentioned.

**THE CITY OF PEORIA**

By \_\_\_\_\_  
City Manager (Patrick Ulrich)

In accordance with the attached Scope of Services, ADS LLC will provide flow monitoring services.

**SERVICE PROVIDER**

The contract shall remain in affect until December 31, 2027.

By \_\_\_\_\_  
(Member of firm or officer of corporation)

**APPROVED FINANCE DEPARTMENT**

**APPROVED LEGAL DEPARTMENT**

By \_\_\_\_\_  
(Kyle Cratty)

By \_\_\_\_\_  
(Chrissie Kapustka)

**APPROVED PUBLIC WORKS DEPARTMENT**

**ATTEST CITY CLERK**

By \_\_\_\_\_  
(Rick Powers)

By \_\_\_\_\_  
(Stefanie Tarr)

## **SCOPE OF SERVICES**

**SERVICES** included under this agreement will be defined annually on a Work Order basis. The scope of services includes the following:

### **A. Monitoring Equipment and Installation**

#### **A.1. Monitoring Equipment**

The **SERVICE PROVIDER** shall furnish, install and maintain on an ongoing basis, all equipment necessary to monitor, detect, analyze, transmit, and host flow and rainfall data.

Flow monitor types will include level and area/velocity flow meters. All meters shall have a malfunction alarm. Rain gauges shall be tipping bucket type and have a resolution of 0.01 inches. Flow measurements and precipitation data shall be collected at 5-minute intervals.

The **SERVICE PROVIDER** shall maintain ownership of all monitoring equipment and shall replace on an as-needed basis any components that have failed in service, provide unreliable service, or are likely to fail due to age, obsolescence or any other known reason.

#### **A.2 Equipment Installation**

The program will consist of the number of flow monitors and rain gauges listed in the schedule of values Table below to be installed at locations determined by the City. The flow monitors will be installed at locations to determine CSO discharge volume at 16 outfalls, monitor regulator inflows, and perform pre- and post-construction monitoring. The locations of the meters may be changed over time and additional monitoring locations may be added at the direction of the City.

The **SERVICE PROVIDER** shall install the flow and rainfall monitoring equipment within 30 days of the City providing monitoring locations. A preliminary site inspection shall be performed by physically entering the monitoring structure to confirm suitability for meter installation and collection of flow data. If the **SERVICE PROVIDER** determines that any of the designated locations are not well suited for the intended installations, they shall notify the City of any known deficiencies and shall assist the City in identifying alternative locations. The **SERVICE PROVIDER** is responsible for onsite measurements such as pipe geometry and slope, and shall provide Monitor Installation Documentation for each site, as described in Section E.1 below.

### **B. Maintenance and Repair**

The **SERVICE PROVIDER** shall perform the field services and maintenance necessary to achieve a 95% meter uptime and high-quality reliable data. Uptime is defined as number of valid 5-minute flow or rainfall data points divided by total number of possible 5-minute intervals in the month. The **SERVICE PROVIDER** shall perform remote and onsite diagnostic inspection of all equipment on an ongoing basis to monitor meter performance and verify proper operation.

#### **B.1 Maintenance**

The **SERVICE PROVIDER** shall conduct preventative maintenance and calibration service on all flow meters in accordance with the manufacturer's recommended maintenance and calibration program. The equipment maintenance schedule shall include a quarterly site visit. Regularly scheduled proactive maintenance activities shall include, at a minimum, the following:

1. Cleaning and calibrating sensors
2. Installing software upgrades
3. Replacing sensor, battery, and desiccant
4. Measuring silt levels
5. Checking clock for accuracy
6. Detecting and correcting communication link failures
7. Adjusting, repairing, or replacing mounting hardware for the meters or sensors

The **SERVICE PROVIDER** shall provide Monthly Maintenance, Repair and Calibration Reports to the City, as described in Section E.2 below.

#### B.2 Repair

The **SERVICE PROVIDER** shall field investigate any malfunctioning flow or rainfall monitor or communication equipment within 2 business days of identifying a problem by the **SERVICE PROVIDER's** data analyst. **SERVICE PROVIDER** shall repair or replace any malfunctioning equipment to restore full operability within 3 business days of the initial field investigation.

If any equipment must be removed from the site for repair, the **SERVICE PROVIDER** shall install a temporary substitute flow or rainfall monitoring equipment to continue data gathering until the original equipment is repaired and reinstalled or replaced.

The **SERVICE PROVIDER** shall maintain a repair and maintenance log noting dates of malfunctions, repair/replacement actions and date meter returned to service or determined to be in need of replacement. This information shall be included in the maintenance, repair and calibration reports provided to the City on a monthly basis as described in Section E.2 below.

### **C. Data Review, Analysis, and Reporting**

#### C.1 Data Review

The **SERVICE PROVIDER** shall provide qualified and experienced data analysts to regularly monitor the data to ensure the high data quality and uptime requirements are achieved. The **SERVICE PROVIDER's** data analyst shall verify regular daily patterns in free flow and reasonable depths and velocities for the site. The data analyst shall visually review the data daily for indications of sensor or flow obstruction and monitor or data issues that may require service, including the following:

1. Data anomalies
2. Communications link failures
3. Battery status
4. Alarm status

Maintenance and repair needs shall be identified and service requests issued to field personnel within 24 hours of the initial data review.

#### C.2 Analysis and Reporting

Within 30 days of the end of the month, qualified and experienced data analysts shall complete a QAQC review of all data for the previous month and perform analytical tasks necessary to cleanup data spikes, address data drift, calculate flow components, evaluate flow mass balancing to determine reasonableness of upstream versus downstream meters, analyze scattergraphs compared to the Manning's Equation, and other analysis related to providing high-quality reliable data. The data analyst shall edit the raw data to remove data spikes, resolve data anomalies, and compensate for gaps in the collected data. Data edits shall be clearly documented. The **SERVICE PROVIDER** shall provide the City both the final, edited data (depth, velocity, flow, rainfall) and the raw, unedited data (depth, velocity, flow, rainfall).

The **SERVICE PROVIDER** shall provide the City Monthly Data and Summary Reports, as described in Section E.3 below. The monthly reports are due by the 30th of each month for the previous month.

### **D. Web-Based Data Platform, Access, and Notifications**

#### D.1 Web-Based Data Platform

The **SERVICE PROVIDER** shall provide a web-based platform for flow monitoring data. The **SERVICE PROVIDER** shall install all remote access equipment and ensure it is operational. All software to communicate with the equipment shall be provided by the **SERVICE PROVIDER** and all charges for wireless service shall be paid by the **SERVICE PROVIDER**. The **SERVICE PROVIDER** shall perform the initial configuration of the system, and shall train the City to view, analyze and export data, and to configure alarm levels to respond to changes in the combined sewer system environment.

## D.2 Web-Based Data Access

The 5-minute flow, level, velocity, and rainfall data shall be available in near real-time via a web-based data platform. The web-based platform shall allow the City to view, analyze, and export project data. Data and reports shall be available on demand 24/7 via the platform and shall include the following:

1. Hydrographs of raw and final depth, velocity, and flow for each site
2. Scattergraphs for each site
3. Rainfall hyetographs for each site
4. Tabular depth, velocity, flow, and rainfall data in 5-minute interval form
5. Site equipment specs/details
6. All previously submitted deliverables

## D.3 Notifications

The web-based service shall transmit text-message and email alarms to designated staff when CSO outfall monitoring sites exceed predetermined parameters for depth or flow that indicate an overflow is occurring.

## **E. Deliverables**

The **SERVICE PROVIDER** shall provide all deliverable products to the CSO Program Manager for approval and dissemination. Web-based access to deliverables will be required. Hard copies of selected information shall be provided upon request from the City.

Deliverables include:

1. Monitor Installation Documentation for each site including:
  - a. Location map with address
  - b. Pipe dimensions and geometry
  - c. Manhole number or ID
  - d. Flow channel condition
  - e. Manhole layout
  - f. Meter make and model
  - g. Site hydraulics and siltation
  - h. Meter and sensor location
  - i. Traffic control requirements
  - j. Site photographs including the meter installation
2. Monthly Maintenance, Repair and Calibration Report including:
  - a. Dates and times of service for each meter
  - b. Description of services performed for each meter
  - c. Summary of problems detected at each meter location including date of malfunction, corrective action taken to repair the malfunctioning part, and initial date meter returned to service or determined to be in need of replacement
  - d. Calibration records
  - e. Field conditions notes
3. Monthly Data and Summary Report no later than 30 days after the collected month of data. This shall include the following information for each site:
  - a. Raw, unedited 5-minute data
  - b. Finalized, QA/QC-reviewed 5-minute data
  - c. Uptime report
  - d. Chart of depth versus velocity (scattergraph)
  - e. Data quality rating
  - f. Brief narrative on the data quality, data editing notes, data review comments, corrective actions, etc.
4. Prepare, or provide City capability to prepare, graphs, logs, reports, and other documents City may request in support of CD compliance.

NOW THEREFORE, IT IS MUTUALLY AGREED THAT:

The **SERVICE PROVIDER** agrees to provide the **SERVICES** and the **CITY** agrees to compensate the **SERVICE PROVIDER** according to the follow schedule of values.

Task	Unit Cost
Flow Monitoring Site Investigations / Installation (each)	\$1,165.00
Flow Monitoring Turnkey Services/Rental (per meter/month)	\$893.00
Level-Only Monitoring Site Investigations / Installation (each)	\$735.00
Level-Only Monitoring Turnkey Services/Rental (per meter/month)	\$683.00
Rain Gauge Investigations / Installation (each)	\$289.00
Rain Gauge Monitoring Turnkey Services/Rental (per meter/month)	\$341.00
Online Reporting and Data Delivery (per meter/month)	\$53.00
Coordination, Meetings, Detailed Data Review	\$7,500.00

**Equipment Relocation – as needed:**

Task	Unit Cost
Flow Monitor Relocation	\$1,165.00
Level-Only Monitor Relocation	\$735.00
Rain Gauge Monitor Relocation	\$341.00

**Labor Only Tasks – as needed:**

Task	Unit Cost
Daily Field Crew Rate (per day)	\$1,890.00

**Transition of CSO Outfall Monitoring and Notifications**

Task	Unit Cost
City CSO Outfall Monitoring and Notification Transition	\$3,500.00

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

This **AGREEMENT** shall remain in effect until December 31, 2027. The total fee of all projects completed under this **AGREEMENT** shall not exceed \$3,000,000. The **CITY** retains the option to extend the time of this **AGREEMENT** and/or increase the fee limit with City Council approval. Each year, City Engineering staff will issue a work order for that year's work. **SERVICE PROVIDER** has the right to negotiate or re-submit unit costs annually, based off the most current market conditions and related to the tasks outlined and required as part of this agreement.

The City reserves the right to cancel a work order or not issue the next year's work order. If possible, the City will give up to 90 days' notice to the **SERVICE PROVIDER**. This **AGREEMENT** may be terminated by the **CITY** upon giving notice in writing to the **SERVICE PROVIDER** at his last known post office address. Upon such termination, the **SERVICE PROVIDER** shall cause to be delivered to the **CITY** all surveys, drawings, and electronic data with the understanding that all such material becomes the property of the **CITY**. The **SERVICE PROVIDER** shall be paid for any **SERVICES** completed and any **SERVICES** partially completed in accordance with the **WORK ORDER** issued by the **CITY**.

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

To the fullest extent permitted by law, **CITY** and **SERVICE PROVIDER** waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and **SERVICE PROVIDERS**, 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 **AGREEMENT**, and agree that **SERVICE PROVIDER'S** total liability to Owner under this **AGREEMENT** shall not exceed \$1,000,000.

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

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 **SERVICE PROVIDER**: 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 **SERVICE PROVIDER** 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 **SERVICE PROVIDER** 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 **CITY**, 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 **SERVICE PROVIDER**, its employees, agents and representatives in the performance of the **SERVICES**.

Certificates showing that the **SERVICE PROVIDER** 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 **SERVICE PROVIDER** for **SERVICES** 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.

**A portion of the scope of services is anticipated to be funded in part with a loan through the Illinois EPA Water Pollution Control Loan Program. The following requirements shall be met for compliance with Water Pollution Control Loan Program rules.**

## **Audit and Access to Records Clause**

- a. Books, records, documents and other evidence directly pertinent to performance of PWSLP/WPCLP loan work under this agreement shall be maintained in accordance with generally accepted Accounting Principles. The Agency or any of its authorized representatives shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.
- b. Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.
- c. All information and reports resulting from access to records pursuant to the above shall be disclosed to the Agency. The auditing agency shall afford the **SERVICE PROVIDER** an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.
- d. The final audit report shall include the written comments, if any, of the audited parties.
- e. Records shall be maintained and made available during performance of project services under this AGREEMENT and for three years after the final loan closing. In addition, those records that relate to any dispute pursuant to the Loan Rules Section 365.650 or Section 662.650 (Disputes) or litigation or the settlement of claims arising out of project performance or costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the resolution of the appeal, litigation, claim or exception

## **Covenant Against Contingent Fees**

The **SERVICE PROVIDER** warrants that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this AGREEMENT without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

## **Certification Regarding Debarment, Suspension and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and its principals: (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them 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 antitrust 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 government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in fine of up to \$10,000 or imprisonment for up to 5 years, or both.

**Scope of Work**

The scope of work will be completed in accordance with the Work Order(s) associated with the CITY's combined sewer overflow reduction projects.

**Professional Services Completion Date**

Professional services related to proposed combined sewer overflow reduction projects shall be completed within 60 days of the completion of construction.

**USEPA Nondiscrimination Clause**

The **SERVICE PROVIDER** shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The **SERVICE PROVIDER** shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the **SERVICE PROVIDER** to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

**USEPA Fair Share Percentage Clause**

The **SERVICE PROVIDER** agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the Water Pollution Control Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with Illinois EPA, the **SERVICE PROVIDER** acknowledges that the fair share percentages are 5% for MBEs & 12% for WBEs. Advertising for DBE subcontractors is not a design phase requirement.