

FIRST READING: 39.20

SECOND READING: _____

THIRD READING: _____

ORDINANCE NO. 16-20
BY: DAVID FURRY

AN EMERGENCY ORDINANCE AUTHORIZING THE MAYOR TO
ENTER INTO A CONTRACT BETWEEN THE CITY OF ROCKY RIVER AND ADS
ENVIRONMENTAL SERVICES, INC. FOR THE WASTEWATER TREATMENT PLANT IN
AN AMOUNT NOT TO EXCEED \$367,100.00

WHEREAS, The City of Rocky River Wastewater Treatment Plant (WWTP) Organizing Agreement requires a Flow and Strength study to be performed in order to determine the costs appropriated to each owner city for the purposes of operating and maintaining this facility; and

WHEREAS, The No Feasible Alternative study, required by the State of Ohio Environmental Protection Agency, and submitted to such agency in 2018, determined that an more extensive flow monitoring should be performed in order to determine areas of excessive Inflow and Infiltration; and

WHEREAS, The WWTP advertised for Proposals to perform this work and three (3) proposals were received, providing details and qualifications for performing these flow monitoring services; and

WHEREAS, the Mayor and the WWTP Superintendent, have determined that it is in the best interest of the participating Cities to contract with ADS Environmental Services, Huntsville, Alabama for the performance of Flow Monitoring services.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ROCKY RIVER, COUNTY OF CUYAHOGA, STATE OF OHIO:

SECTION 1. - That the Mayor of the City of Rocky River is hereby authorized to enter into a an agreement with ADS Environmental Services, 340 The Bridge Street, Suite 204, Huntsville Alabama, 35806 for an amount not to exceed \$367,100.00

SECTION 2. - That funds for the flow and strength portion of the study shall be paid from the WWTP Utility Fund.

SECTION 3. - That funds remainder of the study shall be paid from the WWTP Capital Fund.

SECTION 4. - That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of public peace, health and safety and for the further reason that services referred to above must be expedited in order to comply with NPDES and funding source requirements, and provided it receives the affirmative vote of two-thirds (2/3) of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

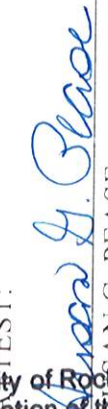
PASSED March 9th, 2020


JAMES W. MORAN
President of Council

APPROVED: March 9th, 2020

WITNESST:

BY MAYOR: March 9th, 2020


SUSAN G. PEASE
Clerk of Council


PAMELA E. BOBST
Mayor

I, the undersigned clerk of council of the city of Rocky River, State of Ohio, do hereby certify that publication of the foregoing ordinance was duly made by posting a true copy thereof in the lobby of the Rocky River City Hall, in accordance with the charter of Rocky River, commencing on the 9th day of March, 2020.


Clerk of Council of the City of Rocky River, Ohio

Rocky River Wastewater Treatment Plant Request for Proposals

12/10/2019

Flow and Rain Monitoring Services

Project Overview

The Rocky River Wastewater Treatment Plant (RRWWTP) has historically used flow, rain, and sampling data to define the characteristics of the wastewater flow to RRWWTP. To support collection system planning and management decisions RRWWTP is planning to develop a system-wide hydraulic model to assess collection system capacity issues for both dry and wet weather flow conditions.

Prior to developing the hydraulic model, it is necessary to update the flow characterization of the collection system. Monitoring will be focused on finding areas of higher I/I and on areas of future potential development to facilitate planning for rehabilitation and expansion. RRWWTP has selected initial locations for flow meters and rain gauges, which will be refined at the beginning of this monitoring program with the selected Proposer and RRWWTP personnel. Flow and rain gauge data collected during this period will also be used to update the Sewer Flow and Strength Study.

RRWWTP is requesting proposed services for placement and operation and maintenance of approximately 50 flow monitors and 10 rain gauges throughout the wastewater collection service area. Flow meters will be used to gauge hydraulic conditions in a variety of pipe sizes along trunk sewers, interceptors and collector sewers. The primary goal is to accurately measure depth, velocity, computed flow and corresponding rainfall for a period of approximately four months.

Pre-Proposal Meeting

A pre-proposal meeting will be held on Monday, December 23, 2019 at 2:00 pm (local time) at Rocky River City Hall located at 21012 Hilliard Blvd, Rocky River, OH 44116. The RFP will be reviewed and information concerning this project will be presented at this meeting.

Proposal Due Date & Requirements

SEALED PROPOSALS will be accepted until Tuesday, January 7, 2020 at 4 o'clock PM (4:00) local time, and are to be submitted to RRWWTP as follows:

PROJECT TITLE: Rocky River Wastewater Treatment Plant Flow and Rain Monitoring Services

SUBMIT TO: CarrieAnne McConnell
Rocky River Wastewater Treatment Plant
21012 Hilliard Blvd.
Rocky River, Ohio 44126

NUMBER OF COPIES: Five (5)

PROPOSALS RECEIVED AFTER THE TIME AND DATE SET FOR RECEIPT OF PROPOSALS (1/7/20 AT 4:00 pm) SHALL BE RETURNED UNOPENED TO THE PROPOSER. IT SHALL BE THE PROPOSER'S RESPONSIBILITY TO ENSURE TIMELY RECEIPT BY RRWWTP OF THEIR PROPOSAL. EMAIL, TELEPHONE OR FACSIMILE PROPOSALS WILL NOT BE ACCEPTED.

Any proposal submitted as a result of this Request for Proposals (RFP) shall be binding on the proposer for SIXTY- (60) calendar days following the specified opening date. Any proposal for which the proposer specifies a shorter acceptance period may be rejected.

Proposals are a public document under the Ohio Open Records Law (OORL), except as to information that may be treated as confidential as an exception to disclosure under the OORL. If you cannot agree to this standard, please do not submit your proposal.

All information that is to be treated as confidential and/or proprietary must be CLEARLY identified, and each page containing confidential and/or proprietary information, in whole or in part, must be stamped and/or denoted as **CONFIDENTIAL** by the proposer, in bold, in a font of at least 12-point type, in the upper right-hand corner of the page. All information not so denoted and identified shall be subject to disclosure by RRWWTP.

All costs incurred by the proposer associated with proposal preparations and subsequent interviews and/or negotiations, which may or may not lead to

execution of an agreement, shall be borne entirely and exclusively by the proposer.

The successful proposer shall comply with all applicable federal, state and local governmental laws, rules, regulations and orders in the performance of its duties under this Agreement.

The successful proposer shall be duly authorized and licensed to perform the duties herein described in each jurisdiction in which it will act and, in furtherance thereof, it will contract only with such third parties as are also duly authorized and licensed.

If the proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify RRWWTP of such error in writing and request modification or clarification of the document. The proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission or other error in the RFP or it shall be deemed waived. All questions or requests for clarification must be submitted in writing. The last date that questions will be accepted is 1/2/20 at 4 o'clock (4:00) pm.

Any revision(s) to this RFP will be issued and distributed as addenda. All addenda will become part of this RFP. Proposers are specifically directed not to contact RRWWTP personnel, or member city personnel for meetings, conferences, or technical discussions related to this request. Failure to adhere to this policy may be grounds for rejection of proposals.

No verbal interpretation made to any respondent concerning this RFP shall be binding on the RRWWTP unless repeated into writing and distributed as addenda by the RRWWTP. It shall be the respondent's responsibility to acknowledge receipt of addenda and ascertain that its proposal includes all addenda.

This Request for Proposals provides basic information regarding the RRWWTP's requirements. Services which are not specifically requested in this Request for Proposal, but which are necessary to provide the functional capabilities proposed by the proposer, shall be included in this proposal.

The RRWWTP reserves the right to waive or modify any requirement under the RFP or to accept or reject any proposal, if the RRWWTP determines such action to be in the best interest of the RRWWTP, the System, or the public. In evaluating the proposals, the RRWWTP shall exercise its best judgment and discretion in determining which proposal is most responsive to the requirements of this RFP, and constitutes the best proposal, even if that proposal may not present the lowest price.

Selection of Successful Proposer(s)

A selection committee will be formed by the RRWWTP to review and evaluate the proposals. The selection committee will evaluate each Proposer's team using the following criteria:

1. Project understanding
2. Conformance to the requirements of this solicitation
3. Technical capabilities of the Proposer
4. Experience of the project team members with similar types of projects and the services set forth in this RFP.
5. Personnel assigned to the project
6. Proposed approach to the tasks and ability to perform the tasks in a timely manner
7. Quality of past performance for the RRWWTP or similar agencies
8. Past references
9. Fee Schedule

Once a consensus has been reached by the selection committee on the selected Proposer(s) to complete this project, a recommendation will be made to the RRWWTP Management Committee for final approval.

Any questions concerning this RFP should be directed to the attention of CarrieAnne McConnell, at 440-895-2593 or by e-mail at cmcconnell@rrcity.com.

Proposal Content

1. The Proposer shall determine the format for their proposal and submit five (5) bound copies of the Proposal. The Proposal shall be provided with the RFP Title and CIP Number clearly printed on the outside. One page maximum resumes for the proposed project team members shall be provided in an Appendix.

Proposals must include the following minimum items:

- Proposer experience including example projects and client references (minimum of three within the past 5 years that include at least 40 or more flow meters).
- Proposer experience in monitoring pipes 36-inches or larger.
- Description of current equipment inventories and types of flow monitoring and rain gauge equipment available for use and proposed to be used (make, model, year purchased). Include descriptions of any equipment that will be leased to support this project. The following information at minimum must be provided for each type of flowmeter proposed:
 - Detailed description of the method used by the meter to measure velocities and how the average velocity is calculated. Include the locations within the flow where velocity is detected (i.e. at a certain angle upstream or directly above the sensor).
 - Meter accuracy within specific depth and flow velocity ranges. Specify recommended maximum and minimum depths and velocities where the specified accuracy applies. Include accuracy relative to pipe diameter and geometry.
 - Include description of hydraulic conditions that will interfere with meter accuracy such as changing slope, proximity to hydraulic jumps, risk of standing waves and change in sewer direction.
 - Include detailed recommendations for field calibration and allowable discrepancies between field measured values and readings.
 - Proposed method for providing redundant depth measurements where utilized.
- Description of on-site facilities and procedures for equipment calibration prior to installation. Include descriptions of additional equipment required including vehicles, entry equipment and traffic control equipment.
- Description of proposed monitoring data management procedures and tools including details for proposed data quality assurance and data analysis.
- Up to date safety plan, procedures and certifications. Provide documentation of any safety and/or personnel injury incidents within past 3 years.
- Description and location of planned operations base (i.e. where you will be mobilizing crews and equipment from).
- Description of proposed automated data acquisition and management including web access for RRWWTP for near real-time data. Include

descriptions of web access functionality such as data downloads, dashboards etc.

- Description of proposed team including prime contractor, crew size and number of meters/gauges per crew, and any proposed subcontractors. Include resumes of proposed staff that will actually work on this project and an organization chart illustrating roles of individual staff members and their office location.
- Detailed schedule which includes planned time frames for site selection, meter/gauge installations, network startup, regular maintenance, field calibrations, data collection, data delivery (both interim raw and final data) and equipment removal. Assume target network startup date of March 13, 2020 and meter maintenance 2 times per month on average for first month and once a month thereafter.
- Proposed scope of services based on the following outline provided.

Proposal Award

The RRWWTP will review the Proposals and the Fee Schedule and reserves the right to:

- Reject any or all Proposals, including without limitation the right to reject any or all nonconforming, nonresponsive or conditional proposals.
- Reject the Proposal of any Proposer whom it finds, after reasonable inquiry and evaluation, to be non-responsive.
- Waive any informalities not involving price, time or changes in the Work.
- Reject any Proposal that, in its sole discretion, is considered to be unbalanced or unreasonable as to the amount proposed for any lump sum or unit price item.

Negotiation of Agreement

The City will request a price proposal from the highest rated firm. It is the City's intention to negotiate a contract with the highest rated firm. If the city is unable to negotiate an acceptable contract with the highest rated firm it will notify the firm of the rejection of the proposal, and cease consideration of award of contract to the firm. The City will then request a price proposal from the next highest rated firm for consideration. This process may be repeated until such time as the City Awards the contract to a firm or rejects all proposals. A sample of the pricing request form is attached at the end of this document. **No pricing is to be included with the proposal submission at this time.**

Measurement and Payment

The date all flow meters and rain gauges are installed and properly operational will be the start of the time used to measure duration for payment purposes. The flow meters and rain gauges must be operational and producing reasonable and reliable data 95% of the time after start-up until the completion of the monitoring period. If there are particular problem sites an exception may be made at the discretion of RRWWTP.

The quantities stated in this RFP are approximate only and are intended to serve to fix the approximate amount of the cost of the Project. The RRWWTP does not expressly or impliedly agree that the actual amount of the work to be done in the performance of the contract will correspond with the quantities in the Proposal; the amount of work to be done may be more or less than the said quantities and may be increased or decreased by the RRWWTP as circumstances may require. The increase or decrease of any quantity shall not be regarded as grounds for an increase in the unit price.

Scope of Services

1. Monitoring and Gauging Equipment

Proposer will provide all flow monitoring and rain gauging equipment as required. The actual number, locations, and types of flow meters to be used in each location will be determined by RRWWTP and the RRWWTP's supporting consultant prior to the start of the program. The Proposer will be required to coordinate with the RRWWTP's supporting consultant throughout the duration of the project. The number and types of equipment specified below are subject to change and will be confirmed by RRWWTP after the final locations and numbers of meters are selected. Unit prices shall be provided for each item below and included in the cost estimate. Final costs for the program will be determined based on the unit prices and final number of equipment items selected. For purposes of providing a cost estimate for this proposal, Proposer shall assume the following quantities, data recording intervals, and timeframes.

- i. 45 area/velocity flow meters with wireless data transfer and RRWWTP real time access to be provided and maintained by the Proposer.
Range of pipe sizes will be approximately 12-inch to 48-inch. Proposer shall have flow meters available to match these requirements. The approximate distribution of flowmeters by size is as follows:
 1. 12"- 36" – 35 meters
 2. > 36" – 10 meters
- ii. For meters installed in sewers 42" – 48", Proposer shall verify the velocities the meters are recording are an accurate representation of true average velocities using independent means.

- iii. Proposer shall provide a unit price for installing equipment to provide an independent, redundant water level measurement at each meter site.
- iv. 10 tipping bucket rain gauges at 0.01-inch resolution with data transfer capability and RRWWTP real time access.
- v. 4-month monitoring period starting on March 13, 2020.
- vi. All rain and flow data to be recorded and provided at a 5-minute interval.

2. Site Selection and Installation

- A. RRWWTP and supporting consultant will hold a workshop with the selected monitoring Proposer(s) to review the selected locations of the meters and other equipment. RRWWTP will provide proposed site location mapping for flow meters and rain gauges in both hard copy and electronic (ArcGIS) form. Maps will provide details on proposed locations including sewers, sewer diameters, manholes, manhole identification numbers, manhole depths, streets, properties, etc. Proposer shall utilize this information to conduct initial site reconnaissance of the proposed locations. Proposer shall be prepared to monitor a range of pipe diameters.
- B. For proposed flow monitoring locations Proposer shall survey each potential installation site and shall complete a site evaluation form including details on site location (referencing MH ID number), hydraulic conditions, access and safety, debris in sewers, evidence of surcharge, and flow conditions at time of survey (manual depth and velocity). Proposer shall also take digital photos from within each manhole showing flow through the sewer looking upstream, downstream and flow going across the manhole chamber floor. Proposer shall determine condition of proposed site in terms of potential to produce quality flow data during dry and wet weather conditions. Proposer shall submit the survey forms, condition of the proposed site, and photos for each site in electronic format to RRWWTP and the supporting consultant. If it is determined that the proposed site is not recommended for flow monitoring, Proposer shall locate and inspect optional monitoring sites that include the same tributary drainage area. Proposer shall complete a detailed site assessment form for the optional sites and recommend which optional site should be used for monitoring. Proposer shall submit this survey form and photos for the optional sites in electronic format to RRWWTP and the supporting consultant. **Proposer shall provide a sample site evaluation form with this proposal.**
- C. Working with RRWWTP and the supporting consultants, Proposer shall also recommend specific types of flow monitoring equipment for each installation location based on site specific conditions. These recommendations will be reviewed by RRWWTP and the supporting consultants and final meter

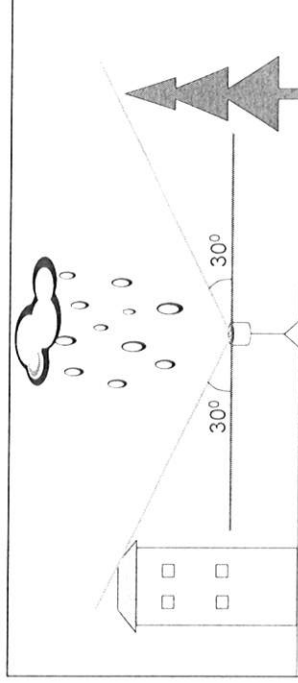
equipment at each location will be determined by RRRWWTP. All sites and type(s) of monitoring equipment shall be approved by RRRWWTP and supporting consultant prior to meter installation.

- D. For each proposed rain gauge location, Proposer shall inspect each proposed site with the objective of installing rain gauges per National Weather Service Standards where possible. According to official guidelines provided by the National Weather Service for locating rain gauges:

*“The exposure of a rain gauge is very important for obtaining accurate measurements. Gauges should not be located close to isolated obstructions such as trees and buildings, which may deflect precipitation due to erratic turbulence. **To avoid wind and resulting turbulence problems, do not locate gauges in wide-open spaces or on elevated sites, such as the tops of buildings.** The best site for a gauge is one in which it is protected in all directions, such as in an opening in a grove of trees. The height of the protection should not exceed twice its distance from the gauge. As a general rule, the windier the gauge location is, the greater the precipitation error will be.”*

Source: National Weather Service

RRWWTP will provide assistance in identifying secure locations that are accessible to the Proposer and provide conditions that are in-line with National Weather Service Standards. As such it is the intent of RRRWWTP to avoid installing rain gauges on building rooftops or in areas where vertical obstructions might impact recorded precipitation accuracy. Rain gauges shall be mounted on sturdy platforms provided by the Proposer approximately 4 feet off the ground or structure and shall be level. A visual check shall be completed to ensure that no vertical obstructions exist within a circular 30-degree horizon around the top of the gauge (see the following figure). Proposer shall also check to ensure that there are no sprinklers or other irrigations systems that would activate the rain gauge during non-rain events. Proposer shall state provisions for dealing with frozen precipitation conditions in terms of rain gauge equipment performance.



If it is determined that the proposed site is not recommended for a rain gauge

Proposer shall locate and inspect optional gauging sites that are representative of the same area. Proposer shall recommend which optional site should be used for gauging.

- E. Upon completion of site inspections and installation approvals from RRWWTP, Proposer shall install flow meters and rain gauges and shall complete a detailed site installation form for all locations. All flow meter sensors shall be installed on the upstream side of the manhole as far as practicable in the incoming pipeline, and ideally all locations will consist of straight runs of pipes at a constant slope. All computers used to program and maintain the flow meters and rain gauges shall be synchronized in time and Proposer shall provide documentation that verifies this has been done. Proposer shall complete a site installation form including digital photos for all flow meters, level sensors and rain gauges after the monitoring equipment is installed at each selected location. Proposer shall provide RRWWTP with site installation forms and photos in pdf format to receive approval for installation. **Proposer shall provide a sample site installation form for both flow meters and rain gauges with this proposal.** At a minimum, the installation forms should include the following information:

Flow Monitor Installation Forms

- Monitor location – RRWWTP MH ID number (to be used as programmed meter ID)
- Site location sketch – schematic of manhole with incoming and outgoing pipes showing meter sensor location (including distance from sensor to pipe outlet into manhole), pipe diameters and flow direction
- Depth of manhole from rim to invert
- Verification of new batteries
- Verification of new desiccants
- Verification of meter pre-installation calibration for depth and velocity (preferably using a flume)
- Manually measured depth and average velocity (based on profiling) at time of installation
- Notations of any sediment or debris potentially affecting flows
- Notations of any evidence of surcharge or bypassing
- Notations of any hydraulic issues that may impact accuracy, such as standing waves, hydraulic jumps, turbulence, etc.
- Digital photos of flow going across installed sensor looking both upstream and downstream
- Notations of any sensor offsets from pipe bottom with programmed depth correction
- Printed documentation from flow meter software showing the details of how the meter has been programmed.

Rain Gauge Installation Forms

- Gauge location description including site sketch
- Verification of new batteries
- Verification of rain gauge pre-installation calibration
- Site ID number programmed into rain gauge
- Digital photos of rain gauge showing surrounding site
- Printed documentation from the software showing how the rain gauge has been programmed.

Proposer shall also provide updated ArcGIS map layers showing final point locations for flow monitors, level sensors and rain gauges. Each point shall contain the unique site ID number programmed into the equipment. Proposer shall deliver both digital and hard copy site installation forms to RRWWTP within one week after installation. Updated ArcGIS map layers shall be delivered to RRWWTP one week prior to network activation. RRWWTP and supporting consultants shall develop final assignments of rain gauges to flow meters for Proposer to use in subsequent data analysis and generation of plots.

3. Maintenance

A. All flow meters shall have two (2) onsite manual calibration checks for depth and velocity during the first month of the program. All rain gauges shall have two (2) onsite manual checks during each month of the program. This information shall be recorded as described in Section 2 of the RFP. After the first month, Proposer may utilize the wireless data transfer results and real-time access to monitor the locations and request permission from RRWWTP to reduce maintenance frequency and manual checks onsite to once per month at a minimum for non-problematic sites, but must obtain approval from RRWWTP and must maintain weekly data interrogations, reviews and raw data submittals. For problematic sites as determined by RRWWTP, Proposer must respond, check the installation and be bring the installation back online within 7 days. Proposer shall check and maintain each site as often as necessary in order to maintain proper operation of the monitoring equipment as determined by RRWWTP for the duration of the program. The RRWWTP reserves the right to require more frequent site visits if the remote monitoring does not prove reliable.

B. Proposer shall submit maintenance forms to RRWWTP within 2 days after each site check. Proposer shall also submit a summary to RRWWTP for all flow meter and rain gauge sites confirming maintenance checks and when performed, noting meter and gauge performance, summarizing results in both graphical and tabular format, and listing any issues or problems incurred. **Proposer shall provide a sample site maintenance form with this proposal (both flow meter and rain gauge).** Manual checks shall be fully

documented on field forms and shall include the following at a minimum:

Flow Meters and Level Sensors

- *Calibration checks using manual depth and real-time meter readings.* Maintenance forms shall include both readings. Calibration measurements shall be taken as close to the sensor as practicable without interference from the sensor itself and not in the manhole channel area. Proposer shall take immediate corrective action to address differences in metered and observed depths and document what actions are taken. Simply programming in a depth offset will not be acceptable. Depending on the magnitude of the depth differences, one of the following corrective actions shall be taken:
 - a. If the manually measured depth and monitored depth differ by less than or equal to 1 inch, Proposer will document calibration differences and will report this to the RRRWWTP. Proposer will request approval to incorporate depth differences in final flow calculations prior to submitting this data. Proposer will continue to monitor depth differences closely to determine if sensor drifting is occurring and will document this as part of the periodic calibration checks.
 - b. If the manually measured depth and monitored depth differ by more than 1 inch and this cannot be corrected with sensor scrubbing or desiccant replacement, the Proposer will replace the depth sensor and re-calibrate at the same time this observation is made.

Once corrective actions are taken the depth calibration shall be repeated and documented to confirm accuracy. Proposer shall document all observed measurements, corrective action measures taken, and post-corrective action calibration results.

- *Calibration checks using a portable velocity meter and appropriate profiling technique to manually measure the average velocity and compare to a real-time meter reading.* Proposer shall document the details and results of profile-based measurements, the manually measured average velocity and the corresponding real-time meter velocity. Contractor shall take immediate corrective action to address differences in metered and observed velocities and document what actions are taken, including sensor replacement.
- *Desiccant condition check and replacements when necessary.*
- *Battery voltage check and replacements when necessary.*
- *Condition of sensor probes and cleaning/re-alignment/replacement when necessary.*
- *Notation of date, time of day and weather conditions (including temperature) when maintenance is conducted.*

Rain Gauges

- *Inspection and cleaning of tipping bucket and protective screens. Any observed debris shall be noted and photographed prior to removal.*
- *Notations of any tips that occur while maintenance is being performed.*
- *Re-leveling of rain gauge if required and notations that this was done.*
- *Battery voltage and replacement as necessary.*
- *Notation of date, time of day and weather conditions (including temperature) when maintenance is conducted.*

4. Data Collection, Analysis and Delivery

A. As stated above, Proposer shall provide flow monitoring and rain gauge equipment that includes wireless data transfer capabilities to a secure and dedicated project server that is accessible via the internet for real-time data access for the RRWWTP and supporting consultant. Raw and final data, when completed, shall be posted for all monitor and rain gauge sites to this real-time access location. Monthly raw and final data including date, time, depth, velocity, flow and corresponding rain shall be rolled-up from the daily data and posted on the server in a delimited ASCII file format with each site file labeled by the unique site ID and date of posting. Coordination with the RRWWTP's supporting consultant will be required to ensure data is received in the correct format and with the correct naming convention. Raw data shall be supplied monthly within 24-hours of the end of the month period. Final QA/QC'd data shall be supplied no later than three weeks after the end of the month period. All adjustments to the raw data must be documented and submitted to the RRWWTP. Files shall be organized into folders for each site to facilitate access. Folders shall also contain up-to-date electronic versions of all site installation and maintenance reports.

B. No less than once per week, the Proposer shall interrogate each flow meter and rain gauge (either remotely or onsite) and run checks to ensure the equipment is functioning properly. See Section 3 Maintenance above for further requirements.

5. Equipment Removal and Final Reports

Proposer is responsible for removing all flow meter, rain gauge, and sampling equipment at the completion of the monitoring program as directed by RRWWTP.

Proposer shall provide final reports which include the following information for each flow monitoring, rain gauge, and sampling site:

- Map indicating location of equipment utilizing RRWWTP provided GIS data. Maps shall show streets and street names, sewer infrastructure with RRWWTP MH IDs clearly displayed and reference points which clearly

indicate the location and reference ID of monitoring and/or sampling equipment. If equipment is relocated during the monitoring program separate maps shall be produced to show each location and corresponding time frame of installation.

- Site installations forms.
- Site maintenance and calibration forms.
- Photos of sites.
- Time series data plots.
- Quality assurance plots (e.g. depth/velocity scatter graphs)
 - Monthly dry weather averages, peak and minimums
 - Storm event averages, peaks and minimums
- All raw flow meter and rain gauge data collected during the program on CD/DVD, in a folder structure organized by unique site ID. Individual data files will include the following in delimited ASCII format:
 - For flow meter sites: date, time, depth, velocity, and flow
 - For rain gauge sites: date, time, rain depth

Each file will be labeled by the unique site ID and period of record.

Rocky River Wastewater Treatment Plant
Request for Proposals
12/10/2019
Flow and Rain Monitoring Services
Cost Proposal

Scenario 1 Single Depth Measurement

Item	Description	Unit	Estimated Quantity	Unit Price	Total Amount
1	FM Site Inspection & Installation < =36"	Each	35		
2	FM Site Inspection & Installation > 36"	Each	10		
3	Rain Gauge Site Inspection & Installation	Each	10		
4	Flow Monitoring - Area/Velocity Note: Cost shall include all requirements of RFP for maintenance, quality calibrations, quality assurance, data analysis, data deliverables and meter removal.	Meter month	180		
5	Flow Meter Rental	Meter month	180		
6	Rain Gauge Monitoring Note: Cost shall include all requirements of RFP for maintenance, quality calibrations, quality assurance, data analysis, data deliverables and meter removal	Meter month	40		
7	Rain Gauge Rental	Meter month	40		
8	Final submittal	Each	1		
Total					

Rocky River Wastewater Treatment Plant
Request for Proposals
December 10, 2019
 Flow and Rain Monitoring Services
 Cost Proposal

Scenario 2 Redundant Depth Measurement

Item	Description	Unit	Estimated Quantity	Unit Price	Total Amount
1	FM Site Inspection & Installation < =36"	Each	35		
2	FM Site Inspection & Installation > 36"	Each	10		
3	Rain Gauge Site Inspection & Installation	Each	10		
4	Flow Monitoring - Area/Velocity Note: Cost shall include all requirements of RFP for maintenance, calibrations, quality assurance, data analysis, data deliverables and meter removal.	Meter month	180		
5	Flow Meter Rental	Meter month	180		
6	Rain Gauge Monitoring Note: Cost shall include all requirements of RFP for maintenance, calibrations, quality assurance, data analysis, data deliverables and meter removal	Meter month	40		
7	Rain Gauge Rental	Meter month	40		
8	Final submittal	Each	1		
Total					

Rocky River Wastewater Treatment Plant

Request for Proposals

1/24/2020

Flow and Rain Monitoring Services

Cost Proposal

Scenario 2 Redundant Depth Measurement

Item	Description	Unit	Estimated Quantity	Unit Price	Total Amount
1	FM Site Inspection & Installation < =36"	Each	50	\$1,300.00	\$65,000.00
2	FM Site Inspection & Installation > 36"	Each	10	\$1,400.00	\$14,000.00
3	Rain Gauge Site Inspection & Installation	Each	10	\$375.00	\$3,750.00
4	Flow Monitoring - Area/Velocity Note: Cost shall include all requirements of RFP for maintenance, calibrations, quality assurance, data analysis, data deliverables and meter removal.	Meter month	240	\$900.00	\$216,000.00
5	Flow Meter Rental	Meter month	240	\$200.00	\$48,000.00
6	Rain Gauge Monitoring Note: Cost shall include all requirements of RFP for maintenance, calibrations, quality assurance, data analysis, data deliverables and meter removal	Meter month	40	\$300.00	\$12,000.00
7	Rain Gauge Rental	Meter month	40	\$150.00	\$6,000.00
8	Final submittal	Each	1	\$2,350.00	\$2,350.00
Total					\$367,100.00

9A	Level Meter Site Installs	Each	\$850.00
10A	Level Meter Maintenance	Meter/Month	\$525.00
11A	Level Meter Rental	Meter/Month	\$150.00

PROFESSIONAL OR TECHNICAL SERVICES AGREEMENT

The Parties named below hereby agree to be bound to the terms and conditions on the following pages and in accordance with the Exhibits attached to and incorporated herein to this Agreement.

ADS LLC:

340 The Bridge Street, Suite 204, Huntsville, Alabama 35806

By: _____ Printed Name: _____

Title: _____ Date: _____

CLIENT: _____

Address: _____

By: _____ Printed Name: _____

Title: _____ Date: _____

TERMS AND CONDITIONS OF AGREEMENT

NOW THEREFORE, the Parties, agreeing to be legally bound, hereby agree as follows:

ARTICLE 1 – RESPONSIBILITIES OF THE PARTIES

1.01 ADS

A. ADS shall provide the Services set forth herein and in the ADS Proposal dated _____ attached hereto and incorporated herein as Exhibit A.

B. The standard of care for all services performed or furnished by ADS under this Agreement will be the care and skill ordinarily used by members of ADS' profession practicing under similar circumstances at the same time and in the same locality. ADS makes no warranties, express or implied, under this Agreement or otherwise, in connection with ADS' services, except as provided in section 4.01.

1.02 CLIENT

A. Client shall have the responsibilities set forth herein and in Exhibit A.

ARTICLE 2 - PAYMENTS TO ADS

2.01 Compensation

A. Client shall pay ADS in accordance with the schedule set forth in Exhibit A.

2.02 Invoices

A. Invoices will be prepared in accordance with ADS' standard invoicing practices, unless otherwise stated in Exhibit A. Invoices are due and payable within thirty (30) days after the date they are issued by ADS. ~~If Client fails to make any payment due ADS for services and/or reimbursable expenses within thirty (30) days after issuance of ADS' invoice, the amounts due ADS will be increased at the rate of one and one-half percent (1.5%) per month (or the maximum rate of interest permitted by law) from said thirtieth day.~~

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~~2.03 Credit Check and Security~~

~~A. This Agreement is contingent upon credit verification and approval of the Client by ADS. Client shall provide ADS with true and correct credit information if requested by ADS. Client authorizes ADS to make inquiries and to receive information about Client's credit history from others and to enter this information in Client's records and to disclose this information to appropriate third parties for reasonable business purposes. ADS, in its sole discretion, may deny the Services based upon an unsatisfactory credit history, or may condition the Services, which may include requiring (i) pre-payment for Services and other charges, and/or (ii) a security deposit, valid credit card on file or bank account information (EFT) to secure return of equipment and payment for Services and other charges.~~

ARTICLE 3 – TERMINATION

3.01 Termination

A. For Cause

1. The obligation to provide further services under this Agreement may be terminated by either party for cause upon thirty (30) days written notice in the event of a substantial failure by either party to perform in accordance with the terms of this Agreement through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the Party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt thereof.

2. In the event of termination by ADS for cause, ADS will be entitled to invoice Client and will be paid for all

services rendered and all reimbursable expenses incurred through the effective date of termination.

~~8 For Convenience~~

- ~~1. Either party may terminate this Agreement for its convenience upon sixty (60) days written notice to the other party. If this Agreement is terminated by the Client for its convenience, ADS shall be paid a reasonable amount for expenses directly attributable to termination, both before and after the effective date of termination, including, but not limited to demobilization expenses and costs associated with terminating subcontract agreements.~~

ARTICLE 4 - GENERAL CONSIDERATIONS

4.01 Warranty

- A. All new products manufactured by ADS will be free from defects in material and workmanship for up to one (1) year following the date of shipment from ADS. Any unauthorized repair or replacement, use, installation or incorporation of unauthorized parts or accessories, including without limitation opening up a monitor, will void this product warranty. Any repair or replacement will be covered by this new product warranty for ninety (90) days from the date that such repaired or replaced product is shipped from ADS. This warranty is available to the Client as the original purchaser of the product and only if it has been installed, operated, and maintained in accordance with ADS' standards. This warranty does not apply to damage by catastrophes of nature, fire, explosion, acts of God (including, but not limited to, lightning damage and power surges), accidents, improper use or service, damage during transportation, or other similar causes beyond ADS' control. ADS expressly disclaims any and all implied warranties, including, but not limited to any warranty for fitness for a particular purpose.

2. To the extent allowed by law, ADS hereby expressly excludes any warranty for design defect. While products manufactured by ADS are designed and manufactured to meet published specifications, ADS may from time to time improve products currently in the market. However, purchased hardware manufactured to a previous design will only be replaced or upgraded at ADS' discretion.

4.02 Use of Documents

- A. If required, ADS shall provide Client with a printed hard copy of the deliverable agreed upon in Exhibit A. All other deliverables shall be in the appropriate electronic media format.

- B. Client agrees that it will perform acceptance tests or procedures on electronic files within thirty (30) days of receipt of same, after which the Client shall be deemed to have accepted the data thus transferred. Any errors detected within the thirty (30)-day acceptance period will be corrected by ADS.

- C. Any reuse or modification of the Documents without written verification or adaptation by ADS, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to ADS or to ADS' Subcontractors. ~~Client shall indemnify and hold ADS harmless.~~

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~~and ADS' Subcontractors from all claims, damages, losses, and expenses, including attorneys' fees arising out of such use.~~

4.03 Changes, Modifications and/or Amendments

- A. All changes, modifications and/or amendments to this Agreement or Exhibit A hereto shall be made in writing and shall be signed by both Parties.

4.04 Insurance

- A. During the term of this Agreement, ADS shall at all times procure and maintain at a minimum the following insurance coverage:

*General Liability \$1,000,000 CSL and annual aggregate
Automobile Liability \$1,000,000 CSL and annual aggregate*

Workers Compensation as required by statute

ADS will provide Evidence of Insurance upon request.

4.05 Controlling Law, Venue and Dispute Resolution

- A. The Parties shall endeavor to resolve any disputes through informal negotiations between the Parties. If the dispute cannot be resolved within sixty (60) days after first notice of the dispute, the Parties agree that the dispute may be submitted to the court of competent jurisdiction in the county in which the work under this Agreement was performed, or in an alternative location upon agreement of the Parties.

~~B. THE PARTIES HERETO EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EACH MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY TO THIS AGREEMENT.~~

- C. In the event of any dispute and/or legal action arising from an interpretation and/or the performance of any of the provisions of this Agreement, the Parties hereby agree that the prevailing party shall be awarded reasonable attorney's fees and costs, including but not limited to, the cost of paralegals, accountants and attorney's fees and costs of appellate proceedings, if applicable.

4.06 Successors, Assigns, and Beneficiaries

- A. Neither party shall assign this Agreement without the prior written consent of the other, which shall not be unreasonably withheld, except that without securing such prior consent either party shall have the right to assign this Agreement, and all obligations hereunder, to any successor by way of merger or consolidation or the acquisition of all or substantially all of the business and assets of the party relating to the subject matter of these terms. This right shall be retained provided that such successor shall expressly assume all of the obligations and liabilities of the assigning party under the Agreement. Any assignment in violation of this paragraph shall be void. The terms and conditions of this Agreement shall be binding upon and enforceable by the successor and permanent assign of the assigning party.

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B. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and ADS and not for the benefit of any other third Party.

4.07 Limitation of Liability

A. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ADS, OR ANY OF ITS AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS OR PARENT CORPORATIONS, BE LIABLE TO ANY PERSON, FIRM OR ENTITY, INCLUDING, BUT NOT LIMITED TO CLIENT, FOR ANY INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE AND/OR LOST SAVINGS, EVEN IF CLIENT HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE OR IF SAME WERE REASONABLY FORESEEABLE.

4.08 Force Majeure

A. Neither Client nor ADS shall hold the other responsible for damages or delays in performance caused by Force Majeure or other events beyond the control of the other Party which could not reasonably have been anticipated or prevented. Force Majeure shall include, but not be limited to, unusually severe weather, floods, power outages, epidemics, war, acts of terrorism, riots, strikes, lockouts, exercise of police power, condemnation or eminent domain. The foregoing shall not give rise to any claims or damages or be considered a waiver by either Party of the obligations of this Agreement.

4.09 Confidentiality and Non-disclosure

A. Both Parties acknowledge that, in the course of performing this Agreement, certain employees, agents or representatives may be exposed to or acquire information which is proprietary or confidential. Such proprietary and confidential information may include without limitation information related to research, development, designs, plans, reports, investigations, materials, data, pricing, trade secrets, customer lists, salaries, or business information ("Confidential and Proprietary Information").

B. Both Parties agree to hold each other's Proprietary and Confidential Information in strict confidence and not to make each other's Proprietary and Confidential Information available in any form to any third party or to use each other's Proprietary and Confidential Information for any other purpose than for the performance of work under the implementation of this Agreement.

4.10 EEO Statement

A. It is the policy of ADS to recruit, hire, train, compensate, promote, discipline, and otherwise treat its employees and applicants without regard or consideration for the individual's race, color, religious creed, sex, age, national origin, ancestry, mental or physical disability, marital status, citizenship status or any other reason prohibited by law. In addition, ADS is committed to fully complying with all

applicable laws and regulations regarding the Americans with Disabilities Act of 1990, Title VII of the Civil Rights Act, and the Vietnam Era Veterans Readjustment Assistance Act and applicable Federal, State, and Local regulations. ADS also provides equal employment opportunity in all employment practices to qualified applicants and employees without regard to disability.

4.11 Notices

A. Any notice required under this Agreement shall be in writing, addressed to the appropriate Party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

4.12 Survival

A. All express representations, ~~indemnifications~~ limitations of liability, and assurances of confidentiality included in this Agreement shall survive its completion or termination for any reason.

4.13 Severability

A. Any provision or part of this Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and ADS, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

4.14 Waiver

A. Non-enforcement of any provision by either Party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

4.15 Headings

A. The headings used in this Agreement are for general reference only and do not have special significance.

4.16 Entire Agreement

A. This Agreement constitutes the entire agreement between the Parties and exclusive statement of the terms between the Parties with respect to services to be performed hereunder. The Exhibits referenced in this Agreement and the specifications and drawings referenced therein are a part of this Agreement with the same force and effect as if fully set forth herein. No alteration, modification, or amendment of any of the provisions hereof shall be binding unless in writing and signed by duly Authorized Representatives of the Parties.

PROPOSAL

ADS proposal dated _____ containing the agreed upon Scope of Work, Compensation and Party Responsibilities is attached hereto and incorporated as if fully set forth herein.

*Still need to review completed Exhibit A