



Request for Proposal 16-18

Water Main Leak Detection Services

PROPOSALS DUE

**Wednesday, March 30, 2016
at 2:00 p.m.**

**City of Aurora
City Clerk's Office
44 E Downer Place
Aurora, Illinois**

CITY OF AURORA, ILLINOIS
REQUEST FOR PROPOSAL 16-18

WATER MAIN LEAK DETECTION SERVICES

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CITY OF AURORA, ILLINOIS
REQUEST FOR PROPOSAL 16-18

WATER MAIN LEAK DETECTION SERVICES

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CITY OF LIGHTS

THOMAS J. WEISNER
Mayor

Purchasing Division | Finance Department

Esther L. Phillips
Director of Purchasing

CITY OF AURORA
REQUEST FOR PROPOSAL 16-18

WATER MAIN LEAK DETECTION SERVICES

The City of Aurora invites proposals for the anticipated hire of a qualified provider for Water Main Leak Detection Services for the Public Works Division.

Sealed Proposals will be received at the office of the City Clerk, 44 East Downer Place, Aurora, Illinois 60507, until **2:00 p.m., CST, Wednesday, March 30, 2016** to determine proposals for the anticipated above named service.

Attached please find specifications and other pertinent documents necessary for you to respond to this Request for Proposal (RFP).

The contract is for a three-year term, with extensions based on mutual agreement between the City and the consultant.

DO NOT SEND OR DELIVER PROPOSALS to the Purchasing Division Office.

All proposals are to be submitted on the proposal form provided. Each proposal must be placed in an envelope, sealed, and clearly marked on the outside: "16-18 Water Main Leak Detection Services."

Price Proposals must be submitted in a separate, sealed envelope and clearly marked on the outside: "Pricing for RFP 16-18 Water Main Leak Detection Services."

Inquiries and/or questions pertaining to the provisions and specifications of this request for proposal package shall be directed to Mrs. Esther Phillips, Director of Purchasing, in writing at PurchasingDL@aurora-il.org. Questions will be accepted until 5:00 pm, Tuesday, March 22, 2016. Questions will be answered via addendum and posted to the City's website at www.aurora-il.org/Finance/Purchasing/bid_invitation by 12:00 pm, Thursday, March 24, 2016. NO questions will be accepted or answered verbally. **No questions will be accepted or answered after the March 22, 2016 5:00 pm cut-off date/time.** It is the proposer's responsibility to check the website before submitting their proposal.

The City of Aurora encourages minority business firms to submit proposals and encourages the successful firm to utilize minority businesses as applicable.

Any Proposer who owes the City money may be disqualified at the City's discretion.

The City of Aurora reserves the right at any time and for any reason to cancel this Request for Proposal, to accept or reject any or all Proposals or portion thereof, or accept an alternate proposal. The City reserves the right to waive any immaterial defect in any proposal, or technicality, informality or irregularity in the proposals received, and to disregard all nonconforming or conditional proposals or counter-proposals. Unless otherwise specified by the proposer or the City, the City reserves the right to hold the best proposals for ninety (90) days from the opening date set forth above. The City may seek clarification from any proposer at any time and failure to respond promptly is cause for rejection. The City further reserves the right to award the RFP to the lowest responsible Proposer whose offer best responds in quality, fitness and capacity to the requirements of the proposed work or usage and therefore is in the best interest of the City.

CITY OF AURORA

A handwritten signature in cursive script that reads "Esther L. Phillips".

Esther L. Phillips
Director of Purchasing

PROPOSER'S CERTIFICATION

I/We hereby certify that:

- A. A complete set of proposal papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.
- B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical business practice.
- C. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all equal employment practice requirements contained in Public Act 87-1257 (effective July 1, 1993) and 775 ILCS 5/2-105 (A).
- D. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.
- E. The Proposer is not barred from submitting a proposal on the Project, or entering into this Proposal as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or any similar offense of "bid rigging" or "bid rotating" of any state or the United States.
- F. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.

COMPANY NAME _____

ADDRESS _____

CITY/STATE/ZIP CODE _____

NAME OF CORPORATE/COMPANY OFFICIAL _____

PLEASE TYPE OR PRINT CLEARLY

TITLE _____

AUTHORIZED OFFICIAL SIGNATURE _____

DATE _____

TELEPHONE (____) _____

FAX No. (____) _____

Subscribed and Sworn to

Before me this ____ day

of _____, 2016

Notary Public

STATE OF ILLINOIS)
) ss.
County of Kane)

PROPOSER’S TAX CERTIFICATION

(PROPOSER’S EXECUTING OFFICER), being first duly sworn on oath, deposes and states that all statements made herein are made on behalf of the PROPOSER, that this despondent is authorized to make them and that the statements contained herein are true and correct.

Proposer deposes, states and certifies that Proposer is not barred from proposing with any unit of local government in the State of Illinois as result of a delinquency in payment of any tax administered by the Illinois Department of Revenue unless Proposer is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax, all as provided for in accordance with 65 ILCS 5/11-42.1-1.

DATED this _____ day of _____, 2016.

By _____
(Signature of Proposer’s Executing Officer)

(Print name of Proposer’s Executing Officer)

(Title)

ATTEST/WITNESS:

By _____
Title _____

Subscribed and sworn to before me this
_____ day of _____, 2016.

Notary Public

(SEAL)

CITY OF AURORA, ILLINOIS
REQUEST FOR PROPOSAL 16-18

WATER MAIN LEAK DETECTION SERVICES

INSTRUCTIONS TO PROPOSERS

01. REQUIREMENTS OF PROPOSER

The successful Proposer may be required to (a) enter into a fully signed contract in writing with the City of Aurora covering matters and things as are set forth in the Proposal Package; and (b) carry insurance acceptable to the City covering public liability, property damage and workers compensation.

02. ACCEPTANCE OF PROPOSALS

- a. Proposer must submit an original response, marked as "original" and three (3) complete paper copies, and shall have provided all requested information, and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in each copy in order to be considered responsive.
- b. **In a separate sealed envelope**, submit one (1) set of the proposal pricing.
- c. Proposals must be submitted on the forms provided and all information and certifications called for must be furnished. Proposals submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Proposals may be modified or withdrawn prior to the time specified for the opening of bids. Proposals shall be filled out legibly in ink or type-written with all erasures, strike overs and corrections initialed in ink by the person signing the proposal. The proposal shall include the legal name of the proposer, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the proposer to a Proposal. Name of person signing should be typed or printed below the signature.

Envelopes containing proposals must be sealed and addressed to the City of Aurora City Clerk. The name and address of the proposer and the Invitation Number must be shown in the upper left corner of the envelope.

- d. The City of Aurora reserves the right at any time and for any reason to accept or reject any or all Proposals or portion thereof, or accept an alternate proposal. The City reserves the right to waive any immaterial defect in any proposal, or technicality, informality or irregularity in the proposals received, and to disregard all nonconforming or conditional bids or counter-proposals. Unless otherwise specified by the Proposer or the City, the City reserves the right to hold the best bids for ninety (90) days from the opening date. Proposer agrees to accept a notice of award, if selected, based on the terms of this Proposal in the event that a notification of award is received on or before expiration of the 90-day time period. The City reserves the right to cancel the Proposal at any time, without liability for any loss, damage, cost or expense incurred or suffered by any Proposer as a result of that cancellation. Each Proposer is solely responsible for the risk and cost of preparing and submitting a Proposal.

- e. Although price is a consideration, qualifications and experience, capacity to handle the work, and response to the RFP, will also be considered. No Proposal will be considered unless the Proposer shall furnish evidence satisfactory to the City that they have the necessary facilities, abilities, experience, equipment, and financial and physical resources available to fulfill the conditions of the contract and execute the Work should the contract be awarded to them. Proposal documents which are not responsive to the requirements herein may not be considered by the City for an award of the contract.

The Proposal will be awarded to the lowest responsive responsible Proposer. In determining the responsibility of any Proposer, the City may take into account other factors such as past records of its or other entities transactions with the Proposer, experience, ability to work cooperatively with the City and its staff, adequacy of equipment, ability to complete performance within necessary time limits, and other pertinent considerations such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities and resources.

The Proposer will be awarded in the City's best interests based on these and other legally-allowable considerations. The City and its representatives and agents may make any investigations deemed necessary to determine the ability of the Proposer to perform the Work. The Proposer shall furnish any information and data requested by the City for this purpose.

03. RECEIPT OF PROPOSALS

- a. It is suggested that Proposers allow a minimum of four days for delivery through U.S. mail, or Proposals may be delivered to the Office of the City Clerk in person. Overnight courier is acceptable provided timely receipt of Proposals. The City shall not be responsible for late delivery of your Proposal by a third party courier. The Proposer assumes responsibility for late delivery of the mail. It is the sole responsibility of the Proposer to see that their Proposal is received in the proper time.
- b. Any Proposal received by the Office of the City Clerk **after 2:00 p.m. on Wednesday, March 30, 2016** shall be rejected and returned unopened. **There will be no exceptions!**

04. WITHDRAWAL OF PROPOSALS

Proposers are cautioned to verify their proposals before submission. Negligence on the part of the Proposer in preparing the proposal confers no right for withdrawal or modification of the proposal after it has been opened. Proposers may not withdraw their proposal after the opening without the approval of the Director of Purchasing. Requests to withdraw a proposal must be in writing and properly signed. Proposers may, however, without prejudice, modify or withdraw its proposal by written request, provided that the request is received by the City Clerk prior to the scheduled opening and at the address to which proposals were to be submitted. Following withdrawal or modification of its Proposal, Proposer may submit a new Proposal, provided it is received by the City Clerk prior to the bid proposal due date. No proposal will be opened which is received after the time and date scheduled for the Proposals to be received.

05. PROPOSAL DEPOSIT

No Deposit Required.

06. CITY’S AGENT

The Director of Purchasing, or delegate, shall represent and act for the City in all matters pertaining to the proposal and RFP in conjunction thereto.

07. INVESTIGATION

It shall be the responsibility of the Proposers to make any and all investigations necessary to become thoroughly informed of what is required and specified in the RFP. No plea of ignorance by the Proposers of conditions that exist or may hereafter exist as a result of failure or omission on the part of the Proposer to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the City of the compensation to the Proposer.

Each Proposer submitting a proposal is responsible for examining the complete Request for Proposal Package and all Addenda, and is also responsible for informing itself of all conditions that might in any way affect the cost or the performance of any Work. Failure to do so will be at the sole risk of the Proposer, and no relief will be given for errors or omissions by the Proposer. If awarded the contract, the Proposer will not be allowed any extra compensation by reason of any matter or thing concerning which such Proposer should have fully informed himself, because of his failure to have so informed himself prior to submitting the bid proposal. The submission of a proposal shall be construed as conclusive evidence that the Proposer has made such examination as is required in this section and that the Proposer is conversant with local facilities and difficulties, the requirements of the Request for Proposal documents, and of pertinent, local, state and federal laws and codes, prevailing local labor and material markets, and has made due allowance in its bid proposal for all contingencies.

08. PROPOSER CAPABILITY

The City reserves the right to require of the Proposer proof of his/her capability to perform as required by the specifications. However, prequalification of the Proposer shall not be required. The City may, at its option, disqualify a Proposer and reject his proposal for cause. Reasons deemed sufficient for this action shall include, but not be limited to, the following:

- Evidence of collusion among Proposers.
- Receipt of more than one proposal on any project from an individual, or from a corporation. This restriction does not apply to subcontractors.
- Default on any previous Proposal.
- Unreasonable failure to complete a previous Proposal/Bid within the specified time or for being in arrears on an existing Proposal without reasonable cause for being in arrears.
- Inability to perform as revealed by an investigation of the Proposer's financial statement, experience and/or plant and equipment.
- **Any Proposer who owes the city money may be disqualified at the City’s discretion.**

09. ALTERNATE PROPOSALS

The specifications are prepared to describe the goods and/or service which the City deemed to be in the best interest to meet its performance requirements. Proposers desiring to submit a Proposal on items which deviate from the stated specifications, but which they believe to be equal, may do so, but all specification deviations must be clearly stated on the form provided in the Proposal Package. The Purchasing Director reserves the right to rule upon specification deviation in a manner as best befits the needs of the City. If a Proposer wishes to submit more than one Proposal, each Proposal, after the first, is to be considered an **alternate**. **THESE PROPOSALS MUST BE PLACED IN SEPARATE ENVELOPES. THE ENVELOPE AND THE PROPOSAL PAGE MUST BE PLAINLY MARKED "ALTERNATE PROPOSAL"**. The Purchasing Director will reject all deviations that amount to a material nonconformity with the specifications of the RFP.

10. SUBLETTING OR ASSIGNMENT OF CONTRACT

The Proposer shall not sublet, sell, or assign all, or any portion of the contract, or of the work provided for therein, without the written consent and authorization of the City, and in no case shall such consent relieve said contractor from either, any, or all of the obligations herein entered into, or change the terms of the obligation hereof. The workers on premise shall be employed by the contractor.

11. AWARD

It is the intent of the City to award the contract to the lowest responsive, responsible Proposer meeting specifications and/or intent of the RFP. Award will be based on the following factors, but not limited to (where applicable): (a) adherence to all conditions and requirements of the Proposal specifications; (b) price; (c) qualifications of the Proposer, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing.

If the Proposer modifies limits, restricts or subjects his proposal to conditions that would change the requirements of the Proposal, this would be considered a conditional or qualified Proposal and will not be accepted. The City reserves the right to delete any item listed in the Proposal.

12. PAYMENT

Payment shall be made for services rendered. The City, after inspection and acceptance, and in consideration of the faithful performance by the Proposer, agrees to pay for the completion of the work embraced in this Proposal, within forty-five (45) days of the receipt of the invoice.

Time, in connection with any discount offered, will be computed from the date of delivery to the City or from the date a correct invoice is received by the City of Aurora Purchasing Division, if the latter date is later than the date of delivery.

Prices will be considered NET, if no payment discount is shown.

The successful Proposer shall submit invoices via e-mail to:

PurchasingDL@aurora-il.org

or Fax to **630-256-3559**

or Mail to the following address:

**City of Aurora
Attn: Purchasing Division
44 E. Downer Place
Aurora, IL 60507**

The City of Aurora offers electronic funds transfer (EFT) payment to our vendors. EFT is fast, simple, safe and secure and is *our preferred method of payment!* An authorization agreement form is included in this proposal package for your use and convenience.

13. PRICES

The price quoted for services is the full purchase price, including delivery to destination and includes all transportation and handling charges, premiums on bonds, material or service costs and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the duration of the purchase.

Unit prices shall not include any local, state or federal taxes. In case of mistake in extension of price, unit price shall govern. All prices must be typewritten or written in black ink. (The party signing the Proposal or his/her authorized representative must initial any alteration in ink.)

14. DISCOUNTS

Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.

15. TAXES

The City of Aurora is exempt, by law, from paying State and City Retailer's Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax (per Illinois Revised Statutes, Chapter 120, Paragraph 44) upon City works and purchases. The City of Aurora's Sales Tax Exemption Number is E9996-0842-07.

16. INTERPRETATION OR CORRECTION OF PROPOSAL DOCUMENTS

Proposers shall promptly notify the City of any ambiguity, inconsistency of error which they may discover upon examination of the RFP documents. Interpretations, corrections and changes will be made by addendum. Each Proposer shall ascertain prior to submitting a Proposal that all addenda have been received and acknowledged in the Proposal.

17. DEFAULT

Time is of the essence of this Proposal and if delivery of acceptable items or rendering of services is not completed by the time promised, the City reserves the right, without liability, in addition to its other rights and remedies, to terminate the Proposal by notice effective when received by Proposer, as to stated items not yet shipped or services not yet rendered. The City will procure articles or service from other sources and hold the Proposer responsible for any excess cost incurred as provided for in Article 2 of the Uniform Commercial Code.

18. INSPECTION

The City reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Proposer's warranty (express or implied).

19. WARRANTY

Proposer warrants that all goods and services furnished hereunder will conform in all respects to the terms of the solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Proposer warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation.

20. REGULATORY COMPLIANCE

Proposer represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said good) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services.

21. CANCELLATION

The City reserves the right to cancel the whole or any part of the Proposal if the Proposer fails to perform any of the provisions in the Proposal or fails to make delivery within the time stated. The Proposer will not be liable to perform if situations arise by reason of strikes, acts of God or public enemy, acts of the City, fires or floods.

22. SIGNATURES

Proposals must be signed by the Proposer with his/her usual signature. Proposals by partnerships must be signed with the partnership name by all members of the partnership, or an authorized representative, followed by the signature and title of the person signing. Proposals by corporations must be signed with the name of the corporation, followed by the signature and title of the person authorized to bind it in the matter. All signatures must be in ink.

When a corporation submits a Proposal, its agent must present legal evidence that he has lawful authority to sign said Proposal and that the corporation has a legal existence. In the event that any corporation organized and doing business under the laws of any foreign state is the successful Proposer, such corporation must present evidence before any Proposal is executed that it is authorized to do business in the State of Illinois. Proposers by corporations must be executed in the corporate name by the President or a Vice President (or other corporate officer accompanied by evidence of authority to sign), and the signature must be attested by the Secretary or an Assistant Secretary, and the corporate seal must be affixed. The corporate address and state of incorporation must be shown below the signature. Proposals by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature, and the official address of the partnership must be shown below the signature. Any corrections to entries made on the Proposal forms shall be initialed by the person signing the Proposal. When requested by the City, satisfactory evidence of the authority of any signature on behalf of the Proposer shall be furnished.

23. ELIGIBILITY

By signing this Proposal, the Proposer hereby certifies that they are not barred from bidding on this Proposal as a result of a violation of Article 33E, Public Bids of the Illinois Criminal Code of 1961, as amended (Illinois Compiled Statutes, 720 ILCS 5/33E-1).

24. COMPLIANCE WITH LAWS AND REGULATIONS

The Proposer shall at all times observe and comply with all Federal, State, Municipal and other local laws, ordinances, regulations, and requirements which in any manner affect the conduct of the Work, and with all Federal, State and local laws and policies of non-discrimination, sexual harassment, prevailing wages and others applicable thereto; and all such orders or decrees as exist at the present and which may be enacted later, of bodies or tribunals having jurisdiction or authority over the Work, and no plea of misunderstanding or ignorance thereof will be considered. He shall indemnify and save harmless the City and all its officers, agents, employees and servants against any requirement, claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

This Proposal shall be governed by and construed according to the laws of the State of Illinois.

25. BONDS AND INSURANCE

The requirement of a labor and material payment and performance bond will be waived for purpose of this Request for Proposal.

26. INSURANCE AND HOLD HARMLESS PROVISION

At the Proposer's expense, the Proposer shall secure and maintain in effect throughout the duration of this Proposal, insurance of the following kinds and limits to cover all locations of the Proposer's operations. The Proposer shall furnish Certificates of Insurance to the City before starting or within ten (10) days after the execution of the Proposal, whichever date is reached first. All insurance policies shall be written with insurance companies approved by the City of Aurora and licensed to do business in the State of Illinois and having a rating of not less than A IX, according to the latest edition of the A.M. Best Company; and shall include a provision preventing cancellation of the insurance policy unless thirty (30) days prior written notice is given to the City. This provision shall also be stated on each Certificate of Insurance as: "Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the certificate holder named to the left". Upon requested, the awardee of this Proposal will give the City a copy of the insurance policies. The policies must be delivered to the City within two weeks of the request. The limits of liability for the insurance required shall provide coverage for not less than the following amount, or greater where required by law:

- (1) Worker's Compensation Insurance - Statutory amount.
- (2) General Liability Insurance:
 - (a) \$1,000,000 per occurrence and \$2,000,000 general aggregate
 - (b) \$500,000 per occurrence for Property Damage
 - (c) \$1,000,000 per occurrence for Personal Injury
- (3) Auto Liability Insurance:
 - (a) Bodily injury with limits not less than \$1,000,000
 - (b) Property damage with limits not less than \$500,000
- (4) Umbrella excess liability of \$1,000,000 per occurrence, \$2,000,000 aggregate

The Proposer shall include the City as a primary, non-contributory additional named insured on both General and Auto Liability Insurance policies and indicate said status on any Certificates of Insurance provided to the City pursuant to this project. All insurance premiums shall be paid without cost to the City.

The Proposer agrees to indemnify and save harmless the City of Aurora, their agents and employees from and against all loss and expenses (including costs and attorneys' fees) by reason of liability imposed by law or claims made upon the City of Aurora for damages because of bodily injury, including death at any time resulting therefrom sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this project work, whether such claims or injuries to persons or damage to property be due to the negligence of the Proposer or his Subcontractors. The Proposer shall assume total risk and shall be responsible for any and all damages or losses caused by or in any way resulting from the work and provide all insurance necessary to protect and save harmless the City of Aurora and its employees.

27. WORKERS COMPENSATION ACT

The Proposer further agrees to insure his employees and their beneficiaries and to the employees and the beneficiaries of any subcontractor employed from time to time by him on said Work, the necessary first-aid, medical, surgical, and hospital services and any compensation provided for in the Workers Compensation Act of the State of Illinois that is or may be in force in the State.

Such insurance shall be placed by said Proposer in a company or association (to be approved by the City and to be accepted by the Council thereof) authorized under the laws of the State of Illinois to insure the liability above specified.

Said Proposer hereby further agrees to indemnify, keep and save harmless said City from all action, proceedings, claims, judgments, awards, and costs, loss, damages, expenses, and attorney's fees which may in any way come against said City by reason of any accidental injuries or death suffered by any of his employees or the employees of any subcontractor employed by him in and about the performance of the Work provided for in the Proposal, and any and all liability resulting thereupon; and said Proposer, in case of any suit, action, or proceeding on account of any or all of the foregoing shall defend the same for and on behalf of said City and indemnify the City therefore, and pay the amount of any and all awards and final judgments and orders rendered and entered therein, together with all loss, costs, damages, attorney's fees, and expenses incurred therein. Said Proposer shall be the sole employer of its employees and workers, and in no way so shall the City be considered a joint employer of same under any circumstance.

28. MINORITY PARTICIPATION

The City of Aurora encourages minority business firms to submit Proposers and encourages the successful Proposer to utilize minority businesses as sub-contractors for supplies, equipment, services and construction.

29. PROSECUTION OF WORK

The Proposer shall begin the Work to be performed under the Proposal as specified in the specifications after the execution and acceptance of the Proposal, unless otherwise provided. The Work shall be conducted in such a manner and with sufficient materials, equipment and labor as is considered necessary to insure its completion within the time specified in the Proposal.

30. TIME

Proposer shall schedule its Work to meet the requirement of the City. Proposer shall perform the Work expeditiously in cooperation with the City's agents, employees, Proposers and subcontractors. Proposer shall make no claim against City and no claim shall be allowed for any damages which may arise out of any delay caused by City, its agents, employees, Proposer or subcontractors. Proposer's sole remedy for delay shall be an extension in the Proposal time.

31. QUESTIONS

Inquiries and/or questions pertaining to the provisions and specifications of this Proposal package shall be directed to Mrs. Esther Phillips, Director of Purchasing, in writing at PurchasingDL@aurora-il.org. Questions will be accepted until 5:00 pm, Tuesday, March 22, 2016. Questions will be answered via addendum and posted to the City's website at www.aurora-il.org/Finance/Purchasing/bid_invitation by 12:00 pm, Thursday, March 24, 2016. NO questions will be accepted or answered verbally. **No questions will be accepted or answered after the March 22, 2016 5:00 pm cut-off date/time.**

It is the responsibility of the interested Proposer to check our website and assure they have received addendum, if any issued, and acknowledge such receipt where indicated.

CITY OF AURORA, ILLINOIS
REQUEST FOR PROPOSAL 16-18

WATER MAIN LEAK DETECTION SERVICES

PROPOSAL SPECIFICATIONS

Section 1. Project Introduction and Purpose

Proposers are required to read and understand all information contained within the entire Request for Proposal package. By responding to this RFP, the Proposer agrees to have read and understand these documents. The City reserves the right to award the bids individually or cumulatively to qualified and responsible Proposers.

Purpose: The City of Aurora (hereinafter “the City”) is accepting proposals from qualified firms to provide systematic identification of leaks in the City’s water distribution system.

The contract is for a three-year term, with extensions based on mutual agreement between the City and the consultant.

Background: The City distributes approximately 6.4 billion gallons of water annually, with an approximate average non-revenue water amount of 1.5 billion (23%). One source of loss is undetected leaks throughout the distribution system. To reduce the water loss, the City is looking to retain the services of a qualified firm with the ability to provide accurate water main leak detection services.

Section 2. Minimum Qualifications

The following are minimum requirements that the vendor must meet in order to be eligible to submit a bid proposal. Responses must clearly show compliance with these minimum qualifications. The City will reject without further consideration those applications that are not clearly responsive to these minimum qualifications.

General Requirements

Proposals must be submitted on the forms provided and all information and certifications called for must be furnished. Proposals submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Proposals may be modified or withdrawn prior to the time specified for the opening of proposals. Proposals shall be filled out legibly in ink or type-written with all erasures, strike overs and corrections initialed in ink by the person signing the proposal. The Proposal shall include the legal name of the Proposer, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the Proposer to a contract. Name of person signing should be typed or printed below the signature.

The contract shall include the issuance of a purchase order. All properly authorized purchases and services of the City shall be evidenced by the issuance of the same. Please be advised that any invoice received by the City not referencing a purchase order number may not be accepted as a valid City obligation.

Illinois Non-Appropriation Clause:

A forfeit clause is provided pursuant to the Illinois Non-Appropriation Clause of funds for government entities that if funds or budgets are not approved, service may be cancelled. No early cancellation penalties will be assessed, but the customer must be given 30-day notice of intent to cancel.

Termination for Clause:

This RFP may be terminated by the City at any time upon thirty (30) days written notice, or by either party in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. This contract is also subject to termination by either party if either party is restrained by state or federal law of a court of competent jurisdiction from performing the provisions of this Agreement.

Upon such termination, the liabilities of the parties to this contract shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. Mailing of such notice, as and when above provided, shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

If this contract is terminated due to the City's substantial failure to perform, the Proposer shall be paid for labor and expenses incurred to date, subject to offset of any damages, losses or claims against the City resulting from or relating to Proposer's performance or failure to perform under this agreement.

In the event of termination by the City upon notice and without cause, upon completion of any phase of the Basic Services, fees due the Proposer for services rendered through such phase shall constitute total payment for services. In the event of such termination by the City during any phase of the Basic Services, the Proposer will be paid for services rendered during the phase on the basis of the proportion of work completed on the phase as of the date of termination to the total work required for that phase.

Response Instructions

Proposer must submit an original bid response, marked as "original" and three (3) complete paper copies, and shall have provided all requested information, and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in each copy in order to be considered responsive.

**City of Aurora
City Clerk's Office
44 E Downer Place
Aurora, Illinois 60507**

The City shall not be responsible for late delivery of your Proposal by a third party courier. There will be no exceptions!

BIDS MAY NOT BE SUBMITTED ELECTRONICALLY.

Section 3. Proposal Content

Submission pages shall be a maximum of 15 pages (maximum 8½” x 11”) with minimum 10 pt. type. Each page must note the evaluation criteria information will be counted toward the page limits outlined above. Submissions exceeding the page limit will be considered non-responsive. Pages that have project photos, charts and/or graphs will be counted towards the page limits outlined above.

Front and back covers, table of contents pages, and divider (tab) pages will NOT be counted toward the page limits, unless they include information that can be evaluated by the selection panel.

Proposals shall be organized using the following submission requirements. The City of Aurora reserves the right to request additional information during the RFP review period.

The following items shall be included in your proposal:

1. **Cover Transmittal Letter** – On company letterhead, provide a narrative which introduces the firm and team highlighting the special strengths of the firm to perform the work requested in this RFP. The letter should be signed by an authorized principal of the proposing consulting firm.
2. **Terms and Conditions (if applicable)**
3. **Firm Background** - Provide a narrative describing the firm’s qualifications to perform the project work, including past (relevant) experience and at least three client references, with contact names and information. Include information regarding your firm’s experience involving the size and level of complexity of the proposed project. Qualifications and experience for proposed sub-consultants, if applicable, should also be included.
4. **Project Approach** - Provide a narrative which shows your firm’s understanding of the project’s requirements and documents a logical technical approach to the project scope of work. Include a general work plan as well as the proposed approach to undertaking the scope of work described in Appendix A. The narrative should include industry “best practices” used in your intended analysis.
5. **Leak Identification Technologies Utilized by Firm**
6. **Resumes for Key Personnel** - Provide a brief description of all key personnel to be involved and their relationship to the services to be provided.
 - Include names, titles, licenses, certificates, fields of expertise, and relevant state and local area experience for all proposed personnel and staff.
 - Identify the Project Manager for the proposed services.
 - Complete resumes should be provided as part of an appendix to the proposal.
 - Provide an organization chart which depicts the organization of the project team, including reporting relationships to the Department’s Project Manager and supervision of project team staff.
 - Indicate the on-site availability for project manager as well as other staff during the lifetime of the project.

7. **Related Experience** - Describe your firm's/team/s experience in water main leak detection services. Provide 3-5 examples of similar or relevant projects undertaken by your firm. The history should include:
 - a. Customer Name
 - b. Project Name
 - c. Award Amount
 - d. Award Date
 - e. Completion Date
 - f. Reference Contact
 - g. General Description of Project

8. **Municipal/Government Agency References (minimum of three)**

9. **Fees/Cost for Services Proposal Form** – Submit fees in a **separate sealed envelope** to be included in the overall RFP Submission with the Respondent's name and address clearly indicated on the envelope along with the project description as indicated below:

Proposer's Name
Pricing – RFP 16-18 Water Main Leak Detection Services

The Fees/Cost for Services will not be used to automatically disqualify any Respondent from consideration, rather it will be a consideration in the final selection and negotiation of the contract with the top ranked Respondent.

Section 4. Selection of Firm

The consultant selection shall be based on the evaluation of the firm's proposal by a selection committee. The selection committee shall consist of a panel of engineering professionals employed by the City of Aurora based on the following:

- i. Adherence to Request:
- ii. Experience
- iii. Project Approach
- iv. Resumes

The City will enter into negotiations based on their submitted Fee Proposal with the highest ranked Proposer to finalize a contract for the project. If a contract cannot be successfully negotiated with the highest ranked Proposer, then negotiations will be terminated with that Proposer and the City will enter negotiations with the next highest ranked Proposer until an agreement is reached or an impasse is declared.

Section 5. Proposed Project Schedule

Responses will be accepted until 2:00 PM on Wednesday, March 30, 2016 CST at the City of Aurora City Clerk’s Office located at City Hall, 44 E Downer Place, Aurora, IL 60505. Responses cannot be accepted at any other location, or after the published due date and time.

Milestone	Timeframe
RFP Issuance	Sunday, March 13, 2016
Questions Due	5:00 pm, Tuesday, March 22, 2016
Final Addenda Issuance	12:00 pm, Thursday, March 24, 2016
Vendor Responses Due	2:00 pm, Wednesday, March 30, 2016
Vendor Selection	April 2016 – May 2016
City Approval	May 2016 – June 2016
Implementation	TBD

Questions and Addenda

Inquiries and/or questions pertaining to the provisions and specifications of this Proposal package shall be directed to Mrs. Esther Phillips, Director of Purchasing, in writing at PurchasingDL@aurora-il.org. Questions will be accepted until 5:00 pm, Tuesday, March 22, 2016. Questions will be answered via addendum and posted to the City’s website at www.aurora-il.org/Finance/Purchasing/bid_invitation by 12:00 pm, Thursday, March 24, 2016. NO questions will be accepted or answered verbally. **No questions will be accepted or answered after the March 22, 2016 5:00 pm cut-off date/time.**

It is the responsibility of the interested Proposer to check our website and assure they have received addendum, if any issued, and acknowledge such receipt where indicated.

Section 6. Terms and Conditions

Reserved Rights: The City of Aurora reserves the right at any time and for any reason to cancel this consultant procurement process, to reject any or all RFP’s, or to accept an alternative RFP. The City reserves the right to discard any immaterial RFP. The City may seek clarification from an offer at any time and respond promptly if there is cause for rejection.

Incurred Cost: The City of Aurora will not be liable in any way for any costs incurred by firms in replying to this request.

Confidentiality: All submissions shall be considered confidential and will not be discussed or shared.

Insurance shall be provided by the firm for the duration of the project. Limits to be provided during contract negotiation.

Alternates: Alternates in any manner are allowed, provided the length of the RFP is not exceeded.

Section 7. Additional Information Related to Request

- a. Background: The City distributes approximately 6.4 billion gallons of water annually, with an approximate average unaccounted loss of 1.5 billion (23%). One major source of loss is undetected leaks throughout the distribution system. To reduce the water loss, the City is looking to retain the services of a qualified firm with the ability to provide accurate water main leak detection services.
- b. The firm shall be prepared to provide traffic control in compliance with IDOT and MUTCD standards. Based on the cost of those services, the City may elect to provide traffic control for the firm.
- c. The City will ensure that all valves (in vaults and boxes) and b-boxes are expose prior to the firm commencing activities in an area.
- d. The entire City will be inspected over the course of three years with extensions based on mutual agreement with between the City and the Consultant.
- e. On-Call service to aid the City in identification of leaks is also requested.
- f. Contract format will be Lump Sum per year and hourly for on-call services with a minimum charge of two hours per call.
- g. Located leaks shall be clearly identified; leaks shall be identified on mains and services; a report shall be generated for each pinpointed leak, including means to locate the leak and an estimated water loss.
- h. Located leak reports shall be brought to the attention of the City within 2 days of discovery.

- i. The system is composed of the following sizes/lengths of water mains (most of the mains are DIP):

Water Main Diameter (Inches)	Water Main Length By Material Type		
	DIP (Miles)	PVC (Miles)	Concrete Asbestos (Miles)
Less than 4"	3.17		
4"	11.09		
6"	159.25	0.44	
8"	292.56	40.60	
10"	13.71	1.26	
12"	151.81	11.77	
14"	6.67	0.08	
16"	33.64	1.36	0.27
20"	4.43		
24"	0.64		
30"	0.02		
36"	0.27		
42"	0.13		
48"	0.03		
Unknown	1.28		
Transmission 20"	0.42		
Transmission 24"	4.84		
Transmission 30"	0.82		
Transmission 36"	3.24		
Well Collector	19.06		
Total (Per Material)	707.08	55.51	0.27
Total (City)	762.86		

***Note:** The material of all pipes is based on best available information and is likely not 100% accurate. It is assumed that more PVC and Concrete Asbestos exists within the system.

PROPOSER'S CERTIFICATION

I/We hereby certify that:

- A. A complete set of proposal papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.
- B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical business practice.
- C. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all equal employment practice requirements contained in Public Act 87-1257 (effective July 1, 1993) and 775 ILCS 5/2-105 (A).
- D. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.
- E. The Proposer is not barred from submitting a proposal on the Project, or entering into this Proposal as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or any similar offense of "bid rigging" or "bid rotating" of any state or the United States.
- F. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.

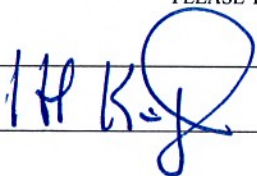
COMPANY NAME ADS LLC

ADDRESS 1300 Meridian St., Suite 3000

CITY/STATE/ZIP CODE Huntsville, AL 35801

NAME OF CORPORATE/COMPANY OFFICIAL Hal Kimbrough
PLEASE TYPE OR PRINT CLEARLY

TITLE General Manager

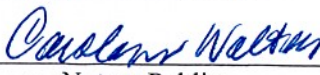
AUTHORIZED OFFICIAL SIGNATURE 

DATE March 28, 2016

TELEPHONE (256) 430 3366

FAX No. (256) 430-6633

Subscribed and Sworn to
Before me this 28 day
of March, 2016


Notary Public




Alabama
STATE OF ILLINOIS)
)
County of Kane Madison) ss.

PROPOSER'S TAX CERTIFICATION

(PROPOSER'S EXECUTING OFFICER), being first duly sworn on oath, deposes and states that all statements made herein are made on behalf of the PROPOSER, that this despondent is authorized to make them and that the statements contained herein are true and correct.

Proposer deposes, states and certifies that Proposer is not barred from proposing with any unit of local government in the State of Illinois as result of a delinquency in payment of any tax administered by the Illinois Department of Revenue unless Proposer is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax, all as provided for in accordance with 65 ILCS 5/11-42.1-1.


DATED this 28 day of March, 2016.

By 
(Signature of Proposer's Executing Officer)


Hal Kimbrough
(Print name of Proposer's Executing Officer)

General Manager
(Title)

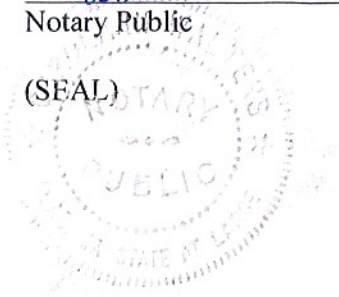
ATTEST/WITNESS:

By  Vickie Gesellschap
Title Asst. Secretary

Subscribed and sworn to before me this
28 day of March, 2016.


Notary Public

(SEAL)



CITY OF AURORA, ILLINOIS
REQUEST FOR PROPOSAL 16-18

WATER MAIN LEAK DETECTION SERVICES

CONTACT INFORMATION

Vendor shall provide the following contact information assigned to service the City of Aurora account.

Customer Service/General Information: Ph: 256-430-3366 Corporate headquarters
773-252-9374 Chicago office

To place an order:

Name: Chris Skehan
Ph: 708-341-9701 Fax: 317-357-8535
E-mail: cskehan@idexcorp.com

Billing & Invoicing question:

Name: Steve Huggins
Ph: 312-296-9372 Fax: 773-252-9426
E-mail: shuggins@idexcorp.com

Questions:

Name: Steve Huggins
Ph: 312-296-9372 Fax: 773-252-9426
E-mail: shuggins@idexcorp.com

Proposer's Name: ADS LLC

Signature & Date:  Hal Kimbrough/March 28, 2016

CITY OF AURORA, ILLINOIS
REQUEST FOR PROPOSAL 16-18

WATER MAIN LEAK DETECTION SERVICES

PROPOSAL FORM

Proposal Due Date & Time: 2:00 p.m. CST, Wednesday, March 30, 2016

To: **City of Aurora
City Clerk's Office
44 E Downer Place
Aurora, Illinois 60507**

The following offer is hereby made to the City of Aurora, Aurora, Illinois, hereafter called the Owner.

Submitted By: ADS LLC

I. The undersigned Vendor proposes and agrees, after having examined the specifications, quantities and other RFP documents, to irrevocably offer to furnish the materials, equipment and services in compliance with all terms, conditions, specifications and amendments (if applicable) contained in the bid solicitation documents. The items in this Request for Proposal, including, but not limited to, all required certificates, are fully incorporated herein as a material and necessary part of the Proposal.

A. The Vendor shall also include with their proposal any necessary literature, samples, etc., as required within the Request for Proposal, Proposal Specifications and Statement of Work.


B. For purposes of this offer, the terms Offeror, Proposer, Respondent, and Vendor are used interchangeably.

II. In submitting this Offer, the Vendor acknowledges:

A. All proposal documents have been examined: Proposal Specifications, Statement of Work, and the following addenda:

No.____, No.____, No.____, (Vendor to acknowledge addenda here.)

Proposer's Name: ADS LLC

Signature & Date:  Hal Kimbrough/March 28, 2016

CITY OF AURORA, ILLINOIS
REQUEST FOR PROPOSAL 16-18

WATER MAIN LEAK DETECTION SERVICES

PROPOSAL FORM

Complete design and implementation will be completed in 30 working days upon receipt of order.

All prices shall be shown as delivered Aurora Destination, Prepaid and Allowed. Do not add state, federal or local taxes. Municipalities are exempt. Exemption Certification Permit No. Illinois E9996-0842-07. No additional charges over base price will be accepted without written approval of the Purchasing Director.

The City of Aurora reserves the right at any time and for any reason to cancel this Request for Proposal, to accept or reject any or all Proposals or portion thereof, or accept an alternate proposal. The City reserves the right to waive any immaterial defect in any proposal, or technicality, informality or irregularity in the proposals received, and to disregard all nonconforming or conditional proposals or counter-proposals. Unless otherwise specified by the proposer or the City, the City reserves the right to hold the best proposals for ninety (90) days from the opening date set forth above. The City may seek clarification from any proposer at any time and failure to respond promptly is cause for rejection. The City further reserves the right to award the RFP to the lowest responsible proposer whose offer best responds in quality, fitness and capacity to the requirements of the proposed work or usage and therefore is in the best interest of the City.

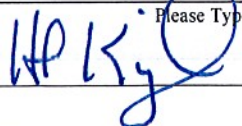
SUBMITTED BY

COMPANY ADS LLC

ADDRESS 1300 Meridian St., Suite 3000

CITY, STATE, ZIP Huntsville, AL 35801

PREPARER'S NAME Chris Skehan cskahan@idexcorp.com

AUTHORIZED SIGNATURE  Hal Kimbrough/General manager
Title

EMAIL hkimbrough@idexcorp.com

PHONE # (256) 430-3366 FAX # (256) 430-6633 DATE 3/28/2016

CITY OF AURORA, ILLINOIS
REQUEST FOR PROPOSAL 16-18

WATER MAIN LEAK DETECTION SERVICES

PROPOSAL FORM

“AFFIDAVIT: I (We) hereby certify and affirm that my (our) proposal was prepared independently on this work, that it contains no fees or amounts other than for the legitimate execution of the work as specified, and that it includes no understandings or agreements in restraint of trade.”

(If an Individual)

Signature of Proposer _____ (SEAL)

Business Address _____

(If a Co-partnership)


Firm name _____ (SEAL)

Signed by _____ (SEAL)

Business Address _____

Insert Names
and Addresses
of all Members
of the Firm

(If a Corporation)

Corporate Name ADS LLC
Signed by , ~~President~~ Hal Kimbrough/General Manager

Business Address 1300 Meridian St., Suite 3000
Huntsville, AL 35801

Insert (President) Florian Pfeffeler

CORPORATE SEAL Names of (Secretary) Vickie Gesellschaft, Asst. Secretary

Officers (Treasurer) Joseph J. Goustin

ATTEST:


Asst. Secretary

(Note: Proposers should not add any conditions or qualifying statements to this RFP for the proposal may be declared irregular as being not responsive to the Request for Proposals.)

CITY OF AURORA, ILLINOIS
REQUEST FOR PROPOSAL 16-18

WATER MAIN LEAK DETECTION SERVICES

PROPOSAL SUBMITTAL CHECKLIST

Each Proposal must be placed in an envelope, sealed, and clearly marked on the outside: "16-18 Water Main Leak Detection Services." In order to be considered responsive, the proposer must submit all of the following items in their sealed envelope:

- Proposal Content (Appendix A, Page 3)
- Proposer's Certification (Page 1)
- Proposer's Tax Certification (Page 2)
- Contact Information (Appendix B)
- Vendor Application (Appendix E)

Each Price Proposal must be placed in a **separate, sealed envelope**, and clearly marked on the outside: "Price Proposal – RFP 16-18 Water Main Leak Detection Services".

- Proposal Form (Appendix C)

CITY OF AURORA, ILLINOIS
REQUEST FOR PROPOSAL 16-18

WATER MAIN LEAK DETECTION SERVICES

PROPOSAL FORM

I/We propose to provide the objectives specified on the attached Proposal Specifications (Appendix A) at the following delivered price.

Service Description	FEES – CITY PROVIDES TRAFFIC CONTROL		FEES – FIRM PROVIDES TRAFFIC CONTROL	
	Quantity	Fee	Quantity	Fee
2016 Annual Survey (33% of City)	1 Lump Sum	\$ 28,448.00	1 Lump Sum	\$ 28,448.00
2016 On Call Detection (8am to 4pm)	40 Visits (2 hours each)	\$ 500 ea/\$20,000.00	40 Visits (2 hours each)	\$500 ea/\$20,000.00
2016 On Call Detection (4pm to 8am)	40 Visits (2 hours each)	\$ 700 ea/\$28,000.00	40 Visits (2 hours each)	\$ 700 ea/\$28,000.00
2016 Total Not To Exceed Fee	2016 TOTAL	\$76,448.00	2016 TOTAL	\$ 76,448.00
2017 Annual Survey (33% of City)	1 Lump Sum	\$ 28,448.00	1 Lump Sum	\$ 28,448.00
2017 On Call Detection (8am to 4pm)	40 Visits (2 hours each)	\$530 ea/\$21,200.00	40 Visits (2 hours each)	\$ 530 ea/\$21,200.00
2017 On Call Detection (4pm to 8am)	40 Visits (2 hours each)	\$ 730 ea/\$29,200.00	40 Visits (2 hours each)	\$ 730 ea/\$29,200.00
2017 Total Not To Exceed Fee	2017 TOTAL	\$ 78,848.00	2017 TOTAL	\$78,848.00
2018 Annual Survey (34% of City)	1 Lump Sum	\$ 28,544.32	1 Lump Sum	\$ 28,544.32
2018 On Call Detection (8am to 4pm)	40 Visits (2 hours each)	\$560 ea/\$22,400.00	40 Visits (2 hours each)	\$560 ea/\$22,400.00
2018 On Call Detection (4pm to 8am)	40 Visits (2 hours each)	\$760 ea/\$30,400.00	40 Visits (2 hours each)	\$760 ea/\$30,400.00
2018 Total Not To Exceed Fee	2018 TOTAL	\$ 81,344.32	2018 TOTAL	\$ 81,344.32
3 Year Program Total – 2016 to 2018	TOTAL	\$ 236,640.32	TOTAL	\$ 236,640.32

Proposer's Name: ADS LLC

Signature & Date:  Hal Kimbrough/ March 28, 2016