

## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, MADE AS OF THIS 31st day of March, 2025, by and between the City of Joliet, Illinois, an Illinois Municipal Corporation, (hereinafter called the "City") and Xylem Vue, (hereinafter called the "Consultant"), collectively referred to as the "Parties" herein, is an AGREEMENT for professional services.

NOW, THEREFORE, the City and the Consultant in consideration of the mutual covenants hereinafter set forth agree as follows:

### SECTION 1 – SERVICES OF THE CONSULTANT

1.1 The Project scope of work is defined in the attached document Real-Time Monitoring Service Contract dated February 28, 2025.

1.2 The City and the Consultant, by mutual agreement, shall determine the final schedule.

1.3 The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by Consultants in their line of work. The Consultant will use their best professional judgment in the course of the work. Design criteria, guidelines and other standards shall be supplemented by the professional judgment of the Consultant. Deviations from design criteria, guidelines and other standards shall be called to the attention of the City's representative.

### SECTION 2 – THE CITY'S RESPONSIBILITIES

The City will:

2.1 Provide full information as to the requirements for the Project in a timely manner in which the Consultant may reasonably rely on with regard to its completeness and accuracy.

2.2 Designate in writing a person to act as the City's representative with respect to the work to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret, and define the City's policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by this Agreement.

2.3 Guarantee access to and make all provisions for the Consultant to enter upon the motor maintenance facility as required for the Consultant to perform their work under this Agreement.

2.4 Examine all studies, reports and other documents presented by the Consultant and shall render decisions pertaining thereto within seven (7) calendar days from receipt so as not to delay the work of the Consultant.

2.5 Obtain approval of all governmental authorities having jurisdiction over the Project and such approvals and consents from such other individuals or bodies as may be necessary for completion of the Project.

### SECTION 3 – PAYMENTS TO THE CONSULTANT

3.1 The City will pay the Consultant for the professional services performed under SECTION 1, in an amount not to exceed \$34,077.00

3.2 Invoices for payment shall be submitted by Consultant to the City, together with reasonable supporting documentation. The City may require such additional supporting documentation as City reasonably deems necessary or desirable. Payment to Consultant shall be made in accordance with the Illinois Local Government Prompt Payment Act, after City's receipt of an invoice and all such supporting documentation.

3.3 Payment to the Consultant for expenses associated with direct costs or reimbursable expenses, as dictated by the Agreement and/or Scope of Services, shall be made upon presentation of receipts for costs or expenses.

### SECTION 4 – TIME OF COMPLETION

4.1 The Consultant shall complete the project within 288 days of the date of execution of this Agreement, subject to time extensions to such schedule arising from delays beyond Consultant's control. To the extent Consultant is impacted by such delays, Consultant shall be entitled to an adjustment to its schedule for performance.

4.2 Time is of the essence for this Agreement.

4.3 The Consultant shall commence work within ten (10) calendar days of the date of execution of this Agreement or such other time mutually agreed to by the Parties in writing.

4.4 The Consultant may request an extension to complete the scope of work, and the City may grant such extension in a subsequent contract amendment.

### SECTION 5 – RIGHTS TO DELIVERABLES

5.1 Deliverables, as defined in the Scope of Work, shall become the City's permanent property upon payment by the City to the Consultant.

5.2 Consultant shall not use photographs of the Deliverables for project competition, awards of any nature, project testimonials, presentations, advertising, proposals, professional papers, public display, or any other use without obtaining prior written approval from the City's representative. Any photographs taken of City property in the execution of the Consultant's work may not be re-used by the Consultant for project competition, awards of any nature, project testimonials, advertising, proposals, presentations, professional papers, public display, or any other use without obtaining prior written approval from the City's representative.

### SECTION 6 – REMOVAL AND REPLACEMENT OF PERSONNEL

6.1 Consultant (for the duration of the term of the Agreement) will not, without obtaining the City's prior written consent not to be unreasonably withheld, replace, or alter the assignment of its lead personnel, to the extent their respective availability is reasonably within the Consultant's control.

6.2 Consultant shall promptly remove any person assigned to perform the Services in the event of notification by the City that he/she is no longer acceptable, irrespective of any prior City consent. Replacement of lead personnel, prior to assignment, will be subject to the City's approval, which shall not be unreasonably withheld.

6.3 A violation by Consultant of paragraph 6.1 and/or 6.2 may be considered a substantial and material breach of Agreement, for which termination and damages otherwise provided by Law or the Agreement may be claimed.

6.4 The City's right to request the removal of Consultant's personnel from the Services as set forth in paragraph 6.2 does not expressly or implicitly create an employer-employee relationship between the City and personnel assigned by Consultant. Such a relationship is expressly denied herein by Consultant and the City.

#### SECTION 7 – INSURANCE

The Consultant shall maintain for the duration of the Agreement, insurance purchased from a company, or companies lawfully authorized to do business in the State of Illinois and having a rating of at least A-minus as rated by A.M. Best Ratings. Such insurance will protect the Consultant from claims set forth below which may arise out of or result from the Consultant's operations under the agreement and for which the Consultant may be legally liable, whether such operations be by the Consultant or by a SubConsultant or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Worker's Compensation Insurance covering all liability of the Consultant arising under the Workers' Compensation Act and Occupational Diseases Act; limits of liability not less than statutory requirements.

Employers Liability covering all liability of Consultant as employer, with limits not less than: \$1,000,000 per injury – per occurrence; \$1,000,000 per disease – per employee; and \$1,000,000 per disease – policy limit.

Comprehensive General Liability in a broad form on an occurrence basis, to include but not be limited to, coverage for the following where exposure exists; Premises/Operations, Contractual Liability, Products/Completed Operations for 2 years following final payment, Independent Consultant's coverage to respond to claims for damages because of bodily injury, sickness or disease, or death of any person other than the successful proposers employees as well as claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Consultant, or (2) by another person and claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use there from; Broad Form Property Damage Endorsement;

General Aggregate Limit      \$ 2,000,000  
Each Occurrence Limit        \$ 1,000,000

Automobile Liability Insurance shall be maintained to respond to claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance, or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

Each Occurrence Limit        \$1,000,000

Professional Liability Insurance shall be maintained to respond to claims for damages due to the Consultant's errors and omissions.

Errors and Omissions         \$1,000,000

Consultant agrees that with respect to the above required insurance:

1. The CGL policy shall be endorsed for the general aggregate to apply on an annual basis.
2. To provide separate endorsements: to name the City of Joliet and its officers and employees as additional insured as their interest may appear, and to provide 30 days' notice, in writing, of cancellation or material change.
3. The Consultant's insurance shall be primary in the event of a claim.
4. The City of Joliet shall be provided with Certificates of Insurance and endorsements evidencing the above-required insurance, prior to commencement of an agreement and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies.
5. A Certificate of Insurance that states the City of Joliet and its officers and employees have been endorsed as an "additional insured" by the Consultant's general liability and automobile liability insurance carrier. Specifically, this Certificate must include the following language: "The City of Joliet and its officers and employees are, and have been endorsed, as an additional insured under the above reference policy number 0309-1208 on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the contract term."

Failure to Comply: In the event the Consultant fails to obtain or maintain any insurance coverage required under this Agreement, the City of Joliet may purchase such insurance coverage and charge the expense thereof to the Consultant. Such insurance shall be maintained in full force and effect during the life of the Agreement and shall protect the Consultant, its employees, agents and representatives from claims for damages, for personal injury and death and for damage to property arising in any manner from the negligent or wrongful acts or failures to act by the Consultant, its employees, agents and representatives in the performance of the work covered by the Agreement.

The Consultant shall also indemnify and save harmless the City from any claims against, or liabilities incurred by the Consultant of any type or nature to any person, firm or corporation arising from the Consultant's wrongful or negligent performance of the work covered by the Agreement.

#### SECTION 8 – SUCCESSORS AND ASSIGNS

The City and the Consultant each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the City nor the Consultant shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any employee, officer or agent of any public body or the Consultant which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consultant.

#### SECTION 9 – NON-DISCRIMINATION

In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to, but not be limited to, the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or be subjected to discrimination in receipt of the benefit of any services of activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or the presence of any sensory, mental, or physical handicap. Any violation of this provision shall be considered a violation of a material provision of this Agreement and shall be grounds for cancellation, termination, or suspension, in whole or in part, of the Agreement by the City.

#### SECTION 10 – MODIFICATION OR AMENDMENT

This Agreement constitutes the entire Agreement of the Parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment duly executed by the Parties. The Consultant agrees that no representations or warranties shall be binding upon the City unless expressed in writing herein or in a duly executed amendment hereof, or authorized or approved Change Order as herein provided.

#### SECTION 11 – APPLICABLE LAW AND DISPUTE RESOLUTION

11.1 This Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of State of Illinois.

11.2 Any controversy, claim or dispute arising out of or relating to the interpretation, construction, or performance of this Agreement, or breach thereof, shall be referred to the American Arbitration Association (the "AAA") for a voluntary, non-binding mediation in the municipality where the Services are provided and to be conducted by a mutually acceptable single

mediator, in accordance with then applicable Construction Industry Mediation Rules, prior to resorting to litigation to any State or Federal Court located nearest to where the Services are provided. Neither party shall be liable for any indirect, incidental, or consequential damages of any nature or kind resulting from or arising in connection with this Agreement. The Parties shall share the cost of the mediator's services equally.

WITH RESPECT TO ANY SUCH LITIGATION, EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND WILLINGLY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE BETWEEN OR AMONG ANY OF THE PARTIES HERETO, WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, RELATED OR INCIDENTAL TO THIS AGREEMENT, THE TRANSACTION(S) CONTEMPLATED HEREBY AND/OR THE RELATIONSHIP ESTABLISHED AMONG THE PARTIES HEREUNDER.

## SECTION 12 – TERMINATION OF THE CONTRACT

### 12.1 TERMINATION BY THE CONSULTANT

If the Work is stopped for a period of thirty days under an order of any court or other public authority having jurisdiction, through no fault of the Consultant, or if the City has not made timely Payment thereon as set forth in this Agreement, then the Consultant may upon twenty-one (21) days written notice (from postmark) to the City, terminate the Agreement.

### 12.2 TERMINATION BY THE CITY

In the event of any breach of this Agreement by the Consultant, the City may, at its option, serve the Consultant with a written seven (7) day notice (from postmark) with the Consultant's option to cure the breach, or the City may engage the services of another Consultant to complete the work and deduct the cost of such completion from any amount due the Consultant hereunder, or the City may either pause or terminate the contract.

IN WITNESS WHEREOF, the undersigned have placed their hands and seals upon and executed this Agreement in triplicate as though each copy hereof were an original and that there are no other oral agreements that have not been reduced to writing in this statement.

CITY OF JOLIET

By: \_\_\_\_\_

H. Elizabeth Beatty

City Manager

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Lauren O'Hara

City Clerk

Date: \_\_\_\_\_

Xylem Vue Inc.

By: 

Name: Lindsay Birt, Ph.D.

Title: Client Solutions Manager

Date: March 7, 2025



# Real-Time Monitoring (RTM) Service Contract

City of Joliet

**JOLIET**



February 28, 2025

Owen Dean  
City of Joliet  
150 W. Jefferson Street  
Joliet, IL 60432

**Subject: Real-Time Monitoring Service Contract**

Mr. Owen Dean

**Xylem Vue (Xylem)** is pleased to submit this proposal regarding Real-Time Monitoring (RTM) for the City of Joliet (Client). This service will include the maintenance and operation of a data management website, cellular service, replacement batteries, data quality assurance/quality control (QA/QC), and as needed services. This proposal also includes four new tipping bucket rain gauge units with telemetry to be installed by the Client.

Xylem has utilized RTM for numerous municipal clients to provide greater insight into network operations. Our digital services have saved clients significant amounts of money while adding efficiency to their water and wastewater networks.

We welcome the opportunity to further discuss this proposal and address questions you may have. Please do not hesitate to contact me at 574.855.8202 or [lindsay.birt@xylem.com](mailto:lindsay.birt@xylem.com).

Best regards,



Lindsay Birt, PhD  
Client Solutions Manager



## SCOPE OF WORK

As part of this Real-Time Monitoring (RTM) service contract for the City of Joliet (Client), Xylem will provide the online data portal (Xylem Vue) which consists of data management, data quality assurance/quality control (QA/QC), cellular service and replacement batteries for deployed telemetry devices, and as-needed equipment.

### Description of Tasks

#### **Task 1: Website Data Management**

This contract maintains access to the current configuration of the data portal for 24 sites during the time period of this contract. This contract does not include any changes or enhancements to the current website configuration.

#### **Task 2: Cellular Service**

This contract covers cellular service for 24 sites during the time period of the contract.

#### **Task 3: Replacement Batteries**

This item covers one set of replacement batteries for each of the four (4) battery powered sites. Battery powered sites include the Brandon Road, Edgecreek, Hennepin, and Westside rain gauge sites.

#### **Task 4: Data QA/QC, Documentation, & Project Management**

This task includes monthly data review, documentation of problems, and alerting the appropriate responsible parties to equipment maintenance needs that are necessary if problems become apparent from the collected data via email correspondence. This task also includes a monthly conference call meeting with the Client.

#### **Task 5: As-Needed Equipment**

Xylem will supply the Client with spare equipment which may be needed to perform repairs, upon request. Anticipated equipment needs include replacement telemetry boards, additional replacement batteries, and battery power connection cables. Telemetry boards will be configured by Xylem for the specific site requested by the Client and shipped to the Client. The telemetry board and power cable consist of the items shown in Figure 1. Additional wiring harnesses, cables, antennas, or other components are not included with the telemetry board. A list of equipment and pricing for 2025 is provided. Xylem is not responsible for the installation, maintenance, or troubleshooting of equipment installed by 3<sup>rd</sup> party vendors performing field services.

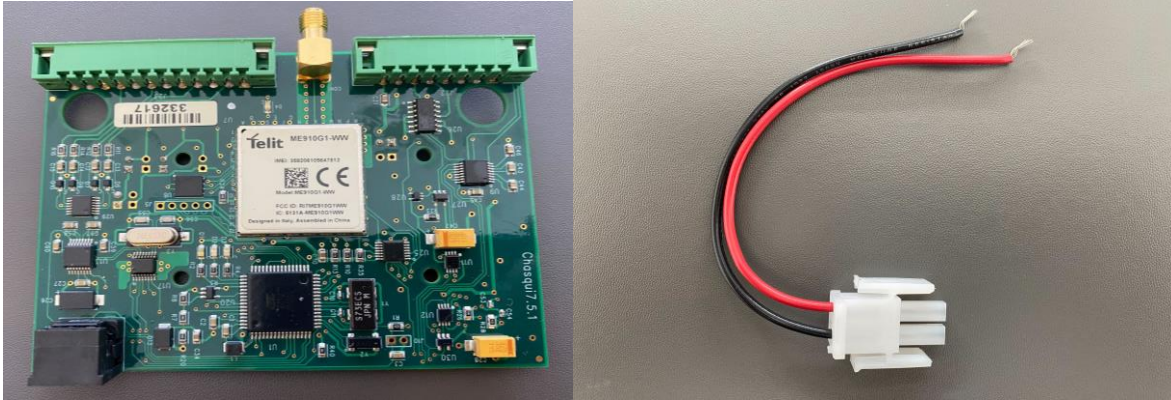


Figure 1: Telemetry Board (left) and power cable (right)

Requests for as-needed equipment will be made via email to the Xylem project manager by Owen Dean from the City of Joliet, or by the Client’s designated representative.. Xylem will respond to the request for service within 72 hours (about 3 days) and will schedule work to occur within eight (8) business days of the response. Missing information from an equipment request will delay Xylem’s response. At each monthly meeting, Xylem will provide a service list. The Client’s 3<sup>rd</sup> party vendor will perform the field work.

Item	Unit Price
Replacement telemetry board	\$ 598 EA
Replacement power connector (battery to telemetry board)	\$ 4 EA
Replacement 8- or 12-pin connector (sensor to telemetry board)	\$ 36 EA
Xylem RTU replacement (no sensor cables)	\$ 1,902 EA
Antenna, rain gauge (above ground applications)	\$ 17 EA
Antenna, in-road (manhole applications)	\$ 444 EA
Tipping bucket rain gauge	\$ 383 EA
ISCO Modbus comm cable	\$ 563 EA
HACH comm cable	\$ 1,000 EA

## Monitoring Locations and Equipment

The following 24 sites will be included in the RTM service contract:

### Rain Gauges (9 sites)

Location	Sensor	Power	Cellular Connection	Status	Telemetry Equipment
Oneida St.	Rain Gauge	120 VAC	Y	Active	RainBox
Eastside WWTP	Rain Gauge	120 VAC	Y	Active	RainBox
Black Rd. WTP (Shorewood)	Rain Gauge	120 VAC	Y	Active	RainBox
15D WTP (Shorewood)	Rain Gauge	120 VAC	Y	Active	RainBox
Fairmont WTP	Rain Gauge	120 VAC	Y	Active	RainBox
Edgecreek	Rain Gauge	Battery	Y	Active	Rain Box
Hennepin	Rain Gauge	Battery	Y	Active	Rain Box
Westside WWTP	Rain Gauge	Battery	Y	Active	Rain Box
Brandon Rd LS	Rain Gauge	Battery	Y	Active	Rain Box

### Billing Locations (15 sites)

Location	Sensor	Power	Cellular Connection	Status	Telemetry Equipment
South East Joliet SD Flume	ISCO	120 VAC	Y	Active	iNode
Sunnyland Flow Meter (Sunnyland)	Hach	120 VAC	Y	Active	iNode
Rockdale Site	Mag Meter	120 VAC	Y	Active	iNode
EcoLab Site	ISCO	120 VAC	Y	Active	iNode
Joliet Junior College	ISCO	120VAC	Y	Active	iNode
CenterPoint	ISCO	120VAC	Y	Active	iNode
Briggs & Cleveland (EJSD)	Hach	120 VAC	Y	Active	iNode
Cass & Algonquin (EJSD)	Hach	120 VAC	Y	Active	iNode
McClintock St. (Channahon)	ISCO	120 VAC	Y	Active	iNode
Patricia St. (Channahon)	ISCO	120 VAC	Y	Active	iNode
Remington Woods (Channahon)	ISCO	120 VAC	Y	Active	iNode
Corporate Center (Channahon)	Mag Meter	120 VAC	Y	Active	iNode
Bronk and Black Road (Shorewood)	Hach	120 VAC	Y	Active	iNode
River Road LS (Shorewood)	Mag Meter	120 VAC	Y	Active	iNode
Seil Road LS Flow (Shorewood)	Mag Meter	120 VAC	Y	Active	iNode

## SCHEDULE AND PROJECT COST

This RTM Service Contract covers the operation of the Joliet RTM system from 03/01/2025 to 12/31/2025. Prices presented here are contingent upon Client acceptance within 30 days of dated scope of work.

The pricing associated with the statement of work is provided below:

Item	Description	units	\$/unit	Subtotal
Task 1	Website Data Management (24 units, 10 months)	240	\$ 52	\$ 12,480
Task 2	Cellular Service (24 units, 10 months)	240	\$ 28	\$ 6,720
Task 3	Replacement Batteries (4 units)	4	\$ 316	\$ 1,264
Task 4	Data QA/QC, Support, Documentation, and Project Management (10 months)	10	\$ 1,012	\$ 10,120
Task 5	As-Needed Equipment	Not to Exceed <sup>[1]</sup> :		\$ 3,493
<b>Total</b>				<b>\$ 34,077</b>

### Billing Notes

[1] This contract will be billed monthly for services rendered. Notes for specific tasks are included below:

- Replacement batteries (Task 3) will be shipped as requested by the Client.
- As-needed equipment (Task 5) are based on additional equipment as requested by the Client. As-needed equipment with not-to-exceed price breakdown follows:

Item	Est. Quantity	Unit Price	Total Price
Replacement telemetry board	5 units	\$ 598	\$ 2,990
Replacement power connector	3 units	\$ 4	\$ 12
Replacement 8- or 12-pin connector	3 units	\$ 36	\$ 108
Tipping buckt rain gauge w/ cable	1 units	\$ 383	\$ 383
<b>Total (Not to Exceed)</b>			<b>\$ 3,493</b>



Xylem is excited to partner with the City of Joliet on this exciting project and thank you for this opportunity.

