

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
ADS ENVIRONMENTAL SERVICES LLC
AND THE CITY OF ANN ARBOR
FOR PROFESSIONAL SERVICES**

This agreement ("Agreement") is between the City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and ADS LLC d/b/a ADS Environmental Services ("Contractor"), a Michigan Corporation with its address at 1100 Owendale Drive, Suite K, Troy, MI 48083. City and Contractor are referred to collectively herein as the "Parties." The Parties agree as follows:

I. DEFINITIONS

Administering Service Area/Unit means City of Ann Arbor Systems Planning Unit.

Contract Administrator means Troy Baughman, P.E., acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

Deliverables means all Plans, Specifications, Reports, Recommendations, and other materials developed for and delivered to City by Contractor under this Agreement.

Project means 2020 Sanitary Sewer Flow Monitoring Services.

II. DURATION

Contractor shall commence performance on _____, 20__ ("Commencement Date"). This Agreement shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article XI. The terms and conditions of this Agreement shall apply to the earlier of the Effective Date or Commencement Date.

III. SERVICES

- A. The Contractor agrees to provide professional consulting services ("Services") in connection with the Project as described in Exhibit A. The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the compensation shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.

- B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. The Contractor shall perform its Services for the Project in compliance with all statutory, regulatory, and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement. The Contractor shall also comply with and be subject to the City of Ann Arbor policies applicable to independent contractors.
- D. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City (if any) except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

IV. INDEPENDENT CONTRACTOR

The Parties agree that at all times and for all purposes under the terms of this Agreement each Party's relationship to any other Party shall be that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Party as a result of this Agreement.

Contractor does not have any authority to execute any contract or agreement on behalf of the City, and is not granted any authority to assume or create any obligation or liability on the City's behalf, or to bind the City in any way.

V. COMPENSATION OF CONTRACTOR

- A. The Contractor shall be paid in the manner set forth in Exhibit B. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator.
- B. The Contractor will be compensated for Services performed in addition to the Services described in Article III, only when the scope of and compensation for those additional Services have received prior written approval of the Contract Administrator.
- C. The Contractor shall keep complete records of work performed (e.g. tasks performed, hours allocated, etc.) so that the City may verify invoices submitted by the Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

VI. INSURANCE/INDEMNIFICATION

- A. The Contractor shall procure and maintain from the Effective Date or Commencement Date of this Agreement (whichever is earlier) through the conclusion of this Agreement, such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage that may arise under this Agreement; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor, or anyone employed by them directly or indirectly. Prior to commencement of work under this Agreement, Contractor shall provide to the City documentation satisfactory to the City, through City-approved means (currently myCOI), demonstrating it has obtained the policies and endorsements required by Exhibit C. Contractor shall add registration@mycoitracking.com to its safe sender's list so that it will receive necessary communication from myCOI. When requested, Contractor shall provide the same documentation for its subcontractor(s) (if any).
- B. Any insurance provider of Contractor shall be authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-authorized insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses, including attorney's fees, resulting or alleged to result, from any acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the City's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

VII. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.

- B. Living Wage. If the Contractor is a “covered employer” as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Agreement a “living wage,” as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

VIII. WARRANTIES BY THE CONTRACTOR

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. The Contractor warrants that it has all the skills, experience, and professional licenses (if applicable) necessary to perform the Services pursuant to this Agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services pursuant to this Agreement.
- D. The Contractor warrants that it has no personal or financial interest in the Project other than the fee it is to receive under this Agreement. The Contractor further certifies that it shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services it is to provide pursuant to this Agreement. Further Contractor agrees and certifies that it does not and will not employ or engage any person with a personal or financial interest in this Agreement.
- E. The Contractor warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes. Further Contractor agrees that the City shall have the right to set off any such debt against compensation awarded for Services under this Agreement.
- F. The Contractor warrants that its proposal for services was made in good faith, it arrived at the costs of its proposal independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

- G. The person signing this Agreement on behalf of Contractor represents and warrants that she/he has express authority to sign this Agreement for Contractor and agrees to hold the City harmless for any costs or consequences of the absence of actual authority to sign.

IX. OBLIGATIONS OF THE CITY

- A. The City agrees to give the Contractor access to the Project area and other City-owned properties as required to perform the necessary Services under this Agreement.
- B. The City shall notify the Contractor of any defects in the Services of which the Contract Administrator has actual notice.

X. ASSIGNMENT

- A. The Contractor shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.
- B. The Contractor shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

XI. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.
- B. The City may terminate this Agreement, on at least thirty (30) days advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Contractor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The Contract Administrator shall give Contractor

written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.

- D. The provisions of Articles VI and VIII shall survive the expiration or earlier termination of this Agreement for any reason. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

XII. REMEDIES

- A. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of the Parties.
- B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any agreement between the parties or otherwise.
- C. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently effect its right to require strict performance of this Agreement.

XIII. NOTICE

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated below or such other address as either party may designate by prior written notice to the other. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to the CONTRACTOR, it shall be addressed and sent to:

ADS Environmental Services LLC
Andrew Rood
1100 Owendale Drive, Suite K
Troy, MI 48083

If Notice is sent to the CITY, it shall be addressed and sent to:

City of Ann Arbor
Craig Hupy, P.E.
Public Services Area Administrator
301 E. Huron St.
Ann Arbor, Michigan 48104

With a copy to: The City of Ann Arbor
ATTN: Office of the City Attorney
301 East Huron Street, 3rd Floor
Ann Arbor, Michigan 48104

XIV. CHOICE OF LAW AND FORUM

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

XV. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all documents (i.e., Deliverables) prepared by or obtained by the Contractor as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in the possession of the Contractor as instruments of service unless specifically incorporated in a deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use. The City acknowledges that the documents are prepared only for the Project. Prior to completion of the contracted Services the City shall have a recognized proprietary interest in the work product of the Contractor.

XVI. CONFLICTS OF INTEREST OR REPRESENTATION

Contractor certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Contractor further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under this Agreement.

Contractor agrees to advise the City if Contractor has been or is retained to handle any matter in which its representation is adverse to the City. The City's prospective consent to the Contractor's representation of a client in matters adverse to the City, as identified above, will not apply in any instance where, as the result of Contractor's representation, the Contractor has obtained sensitive, proprietary or otherwise confidential information of a non-public nature that, if known to another client of the Contractor, could be used in any such other matter by the other client to the material disadvantage of the City. Each matter will be reviewed on a case by case basis.

XVII. SEVERABILITY OF PROVISIONS

Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

XVIII. EXTENT OF AGREEMENT

This Agreement, together Exhibits A, B, and C, constitutes the entire understanding between the City and the Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended or modified by written amendment signed by the Contractor and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

XIX. ELECTRONIC TRANSACTION

The parties agree that signatures on this Agreement may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this Agreement. This Agreement may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

XX. EFFECTIVE DATE

This Agreement will become effective when all parties have signed it. The Effective Date of this Agreement will be the date this Agreement is signed by the last party to sign it.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR CONTRACTOR

By _____
Joseph J. Goustin

Its: _____

Date: _____

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Date: _____

Approved as to substance

Craig Hupy, P.E.,
Public Services Area Administrator

Tom Crawford, Interim City Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

**EXHIBIT A
SCOPE OF SERVICES**

(Insert/Attach Scope of Work & Deliverables Schedule)

Proposed Work Plan

Below are some of the details on the approach our team would take should we be awarded a renewal of services.

Area Velocity Flow Meter – Existing Hardware



ADS and Ann Arbor is currently using the ADS Triton+ Flow Meter, our newest flow meter model, and supplied as part of this project. The Triton+ is a multiple technology monitor that is flexible enough to collect data from almost every available sensor technology that is used in wastewater applications today. The meter is adaptable to a wide range of customer applications and budgets. It can be configured as an economical single sensor monitor or a dual sensor monitor as discussed. The Triton+ offers one of the industry's longest battery life (15 months)

at 15-minute logging and has fewer parts for a more reliable system. This enables it's owner to lower their flow meter lifetime ownership costs and initial purchase price. The system provides the lowest power cost per data sample of any Intrinsically Safe flow monitor available on the market.

The ADS Triton+ can accommodate multiple sensor technologies and can monitor two (2) separate pipes with a single monitor and with the ability to capture depth and velocity data in both channels. Included in this proposal is the Peak Combo Sensor, this sensor combines one peak velocity sensor, one upward looking ultrasonic level sensor, and one pressure level transducer for surcharge or redundant measurement into one probe.

The ADS Peak Combo sensor is designed to operate in a wide range of conditions. Due to its very small profile, it reduces the chance of ragging especially in larger pipes. It is capable of measuring both shallow and deep water. It also has distinct advantages in measuring in less than ideal conditions due to ADS' utilization of low frequency, wide beam ultrasonic Doppler technology. The proposed systems gives the City the ability to implement a redundant sensor strategy it two different channels with the same data logger.



Also included in our original proposal was the use of our primary Ultrasonic level sensor, which is an above-water, down-looking sensor that uses two independent acoustic circuits to measure water depth. This non-contact, zero-drift sensing method results in a stable, accurate, and reliable flow depth calculation. Two

independent ultrasonic transceivers allow for independent crosscheck, which provides built-in confidence and reliability. Advanced software filtering programed inside the flow meter helps compensate for adverse monitoring conditions, such as waves, foam, debris, etc.

One of the reasons ADS technology is selected to conduct and/or to supply equipment on so many flow monitoring projects is that the drift-free ultrasonic technology is the primary depth measurement while the pressure depth technology is used for redundancy and for measuring surcharge depth. Because both depths are measured in the same cross section of flow, ADS meters can automatically calibrate the pressure sensor to the zero-drift ultrasonic depth sensor and this calibration is automatically performed daily. **This is a critical difference between ADS technology and our competitor's technology.**

Not included in this proposal but available to the City as needed would be our Surface Combo Sensor, a revolutionary new sensor featuring four technologies such as a non-contacting surface velocity, redundant ultrasonic depth, surcharge continuous wave velocity, and pressure depth. ADS also has a special Long Range Depth (LRD) sensor we can use if there is a need to monitor depths very accurately and up to the manhole rim level. We mention these sensors because they are available if needed or for future applications and fully compatible with the Triton+ system.

Internal modems are built into the Triton+ system and include a SIM card and antenna to utilize the built in GPRS TCP/IP system which facilitates high-speed, low-cost, efficient digital communication with the monitoring equipment. ADS uses AT&T as our preferred wireless provider in Michigan. A variety of antennas styles are available such as flush mount, whip, Hirschmann and pedestal if reception is poor, and if an alternative antenna mounting option can be accommodated.

Additionally, the ADS Triton+ flow meter has been certified under IECEx (International Electrotechnical Commission Explosion Proof) Intrinsic Safety (IS) standards for use in Zone 0/Class I, Div. 1, Groups C&D rated hazardous areas. The ADS Triton+ GSM modem is certified for installation

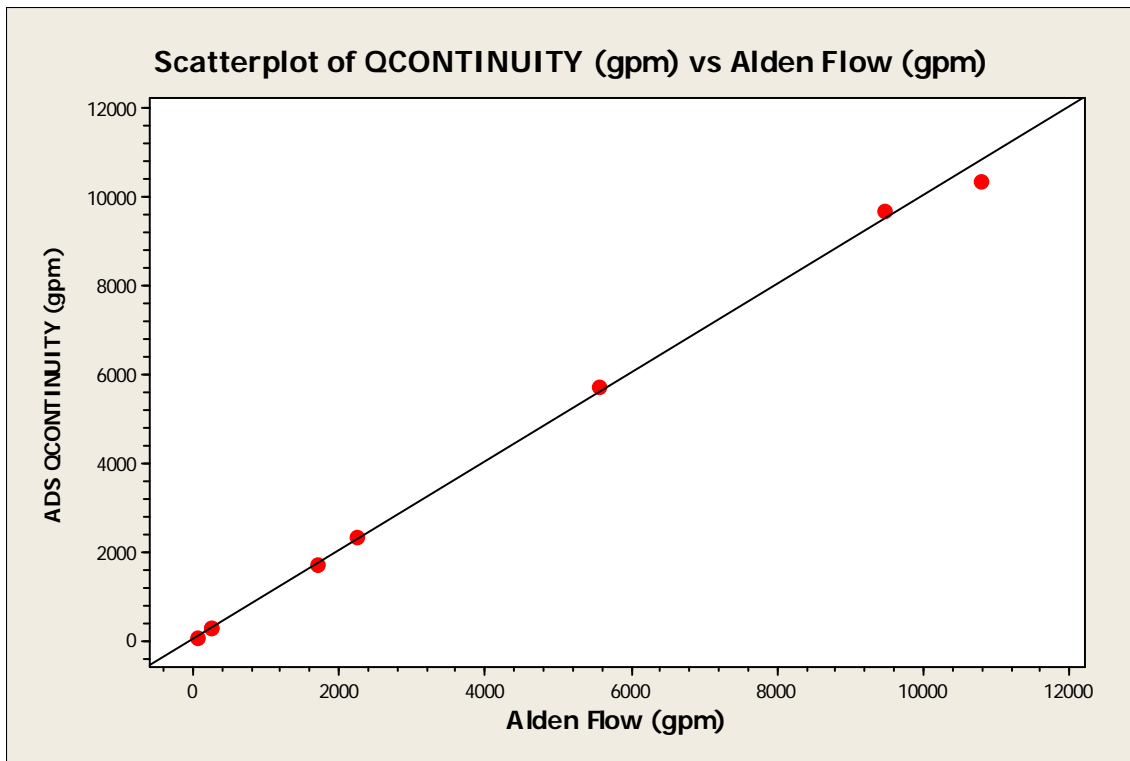


and operation in the hazardous area and draws its power from the Triton+ battery pack.

To build on the accuracy of our flow monitors, ADS has developed algorithms within the monitor to help reduce the occurrence of erroneous reading. This technology is called Monitor Level Intelligence (MLI™). MLI™ automatically adjusts to site conditions to extract accurate, reliable measurements. While all other Doppler manufacturers calibrate instruments, and establish sensor-reading algorithms at the factory, MLI™ is flow dependent.

MLI™ optimizes sensor performance and readings by continually learning the site-specific hydraulics and the changing dynamics of depth/velocity relationships. MLI™ uses built in intelligence to learn the hydraulics of the specific monitoring location. Once MLI understands the site hydraulics, it looks at previous and historical readings to insure consistency and repeatability and eliminates erroneous firings. This “smart” feature will be a benefit to the City by ensuring data reliability and system uptime, the most critical element of a flow monitoring program.

Judging the accuracy of flow metering equipment, procedures and manufacturer claims can be a difficult task. To help our customers have more faith in the quality of data that ADS provides, ADS subjected our flow metering technology and procedures to the US EPA's Environmental Technology Verification (ETV) program to provide the industry and our customers an impartial and unbiased verification of ADS' accuracy claims. Virtually every US flow monitoring manufacturer participated and signed off on the EPA's lab and field test protocols, but ADS is the only firm to subject our technology and procedures to the EPA's rigorous verification. The EPA ended the voluntary ETV program in 2013, however ADS continues to utilize the procedures and technology tests verified by other independent agency on our flow metering verifications. In 2014, the ADS TRITON+ monitor was tested in a 35" pipe at Alden Labs in Massachusetts. The testing was performed under different flow conditions with independent flow quantification and the TRITON+ provided excellent precision and accuracy. The chart below presents the test results.



Professional Installation and Equipment Commissioning

Site Selection

Potential locations for flow meter sites were already determined City staff based on previous goals and as outlined in the RFP. We will consider and use any historic flow records, if available, to further understand the site hydraulics at each location. After site investigations are performed in the field, and after discussion those details with City personnel, final meter locations will be selected for installation. Typically, a suitable flow meter location has straight pipes, free of debris, flowing into the selected manhole to provide laminar flows.

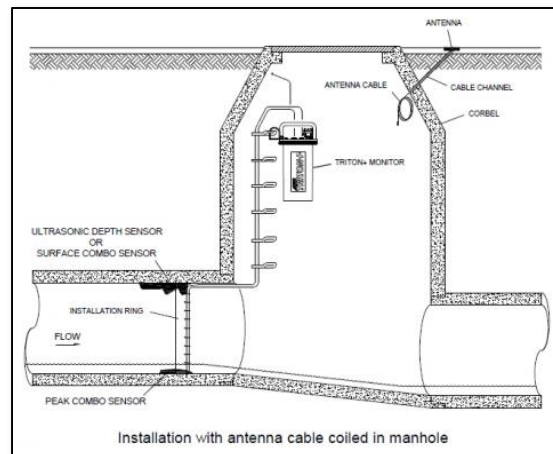
Site Inspections for Monitoring Suitability

Selecting suitable locations will be critical towards the overall success of the project. Our team has the experience to successfully identify locations that will provide the City with optimal meter up-time and valid data. For flow monitoring sites, manhole and pipe accessibility is evaluated along with flow characteristics. The following information is collected during a site investigation phase of a monitoring project:

- Channel cross section (round, elliptical, box, flume, etc)
- Channel slope and uniformity
- Inlet and outlet flow characteristics
- Laminar flow free of turbulence
- Silt/debris

Monitor Installation

Installation of flow monitoring equipment will begin once the site reports and locations have been approved by the City. ADS flow sensors are typically installed in the lines incoming to the monitored manhole. The monitor and sensor cables will be secured to the manhole walls and/or steps to allow ready access by ADS personnel and to minimize chances that debris would obstruct the sensors. Meters are then activated on a set sample rate (5-minutes) and data is immediately available for download or transfer to a 3rd party software, such as H2OMetrics.



Example of a typical ADS Flow Meter Installation

Field Services on ADS Equipment

As part of a monthly maintenance or service agreement, ADS will perform preventive maintenance services on the twelve (12) ADS flow monitors, as well as any installed ECHO Level Monitoring equipment, and as directed by the City. Andrew Rood, Project Manager, will be designated as the immediate contact for problems associated with maintenance and confirmation work. Tom Pientak, will be the active field manager, and will also be readily available for all service items for this project. The services required to maintain the hardware include the following:

Service Schedule: The field service shall accommodate normal operating hours of 8:00 a.m. to 4:00 p.m. Monday through Friday. Should ADS need to accommodate and/or coordinate service work outside of these operating hours, we will provide the City with advanced notification for any work outside of these hours. ADS will provide the City Representative with a schedule of maintenance based off bi-weekly data checks by our data analysts.

Diagnostics: Remote diagnostic evaluation of all equipment will be performed using the most current ADS procedures and programs from its facilities in Troy, MI. Our local office is staffed with our Project Manager, Field Managers, and Field Associates to ensure quick resolutions will be provided for the installed equipment.

Repair: Repair and preventative maintenance services are essential and necessary to keep the equipment operating in accordance with the manufacturer's design specifications. The types of services to be performed under this Agreement include but are not limited to the following:

- ✓ Routine testing and verification of proper operation by Data Analyst and Field Technicians
- ✓ Cleaning of any sensors installed at the monitoring locations (monthly/as needed)
- ✓ Communication link monitoring for the detection of failures (as needed)
- ✓ Confirmation of equipment performance as directed by a trained Data Analyst or as requested
- ✓ Sensor Replacement (a depth sensor shall be considered for replacement if the sensor undergoes troubleshooting by a field representative and is found to be damaged or out of its specified tolerance range); (a velocity sensor shall be considered for replacement if the sensor readings are a constant value or zero, indicating a loss of sensitivity and/or does not meet its specified tolerance when compared to a confirmation measurement).
- ✓ Battery replacement (When needed, ADS will monitor the battery voltages of any ADS equipment covered in this contract)
- ✓ Installing firmware updates
- ✓ Pressure sensor desiccant replacement (annually)

Warranty: 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 repaired or replaced part will be covered by this warranty for ninety (90) days from the date that such repaired or replaced product occurs. 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.

Response Time: ADS will investigate any perceived malfunction of the monitor, sensors, or communication equipment within three to five (3-5) business days of discovery of the malfunction. Furthermore, the equipment will be returned to a fully operational state within five to seven (5-7) business days after the malfunction is discovered.

Substitute Unit: If any equipment must be removed from the site for offsite repair within the 1-year warranty period, ADS will install a temporary substitute flow monitor to continue data gathering until the original meter is repaired and reinstalled or replaced at no additional charge. ADS will ensure that only identical monitoring units will be used on this project. This will ensure the highest consistency with the data should any offsite repairs be required.

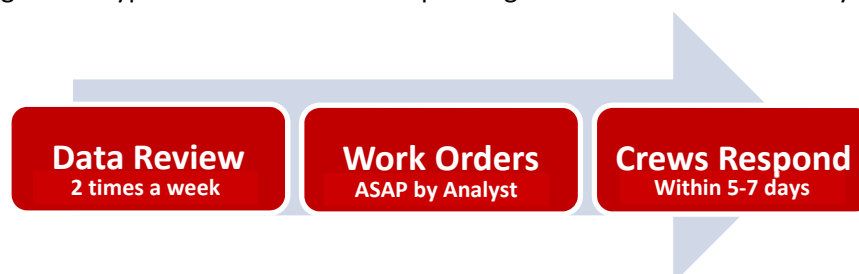
Monthly Service Reports: ADS can provide the City Representative with a monthly listing of all repair work, maintenance work and diagnostics performed, including any internal flow meter adjustments and firmware upgrades. These high quality reports can be produced quickly from our mobile tablet work order and paperless system.

Communications: ADS will provide communications services on a continuous basis and shall procure communications services as required. As part of this proposal, ADS has included in its cost all communication charges and/or fees as part of our service costs for wireless data transmission.

Parts and Supplies Inventory: All ADS Field Fleet Vehicles are equipped with all the necessary parts, supplies and materials for any required maintenance and repair of the ADS flow monitors and level meters. As directed by the city, ADS will carry sufficient inventory to promptly make repairs and avoid downtime. Out of warranty items that require repair/replacement will be quoted and discussed with the City before any work is performed.

Data Collection: A fully trained and certified ADS Data Analyst will first ensure the accuracy of the location information file (LIF) for each site and will assist in the creation of a site sheet. The analyst will collect data from each monitoring location on a bi-weekly basis. If the monitor does not collect successfully, the analyst will schedule immediate service for the site. This bi-weekly data check is included as part of our monthly maintenance schedule for the City.

Field Maintenance Schedule: The monitors will be collected for final processing at least two times per week via wireless communication. Data will be reviewed as it is collected and monitor maintenance and sensor cleaning will be performed by field crews on site within 5-7 days of an issue being discovered. In addition, independent manual readings of depth and velocity will be performed periodically to confirm the accuracy of the flow monitor in each specific site. Scheduled maintenance can vary from week to week depending on the type of maintenance or depending on the issues discovered by the analyst.



Field Maintenance Procedures and Checklists for Flow Monitors

Data integrity and uptime is critical to the success of this flow monitoring project. Therefore, we take great pride in stressing the importance of our field maintenance procedures because we know that our processes lead to the most accurate and consistent data in the industry. ADS field crews repair ADS flow monitors using the most accurate and up-to-date manufacturing standards and using the most rigorous and demanding recording keeping standards. They follow ISO 9001 quality management systems to optimize readings and uptime as outlined above. All field personnel must pass field certification training before being assigned to a field crew. These training and operational procedures ensure that ADS data will be defensible under any special requirements of Consent Orders.

Procedures related to flow monitoring operations are maintained in an online document library that is accessible to all employees. There are over 190 documented procedures in the library. **Printed out, the ADS Field Services Manual for flow monitoring is 434 pages of detailed, illustrated instruction covering every aspect of monitoring, from hydraulics, to sensors, to equipment, software, management procedures and error handling.** Our procedures, our built-in redundancies, and our fail-safe mechanisms allow us to avoid most mistakes and to produce reliable, accurate information for our customers. If awarded this project, ADS can make many of these forms available to the Naperville Representative for further review.

Field Crews are also equipped with Digital Tablets to assist with paperless reporting and checklists. All field work is recorded on a “Daily Form” using a tablet or on paper. These Daily Forms provide snapshots of all the field work performed on each site in a workday. Also, due to the nature of this business, all crew members are fully trained in confined space entry. Confined Space Entry (CSE) forms are REQUIRED for all maintenance in which “manned entry” is required.

The form is titled "ADS ENVIRONMENTAL SERVICES Daily Field Log Flow Monitoring". It includes fields for Project, Region, Office, Emp. #, Weather, Date, Day, Crew Leader, Vehicle #, Mileage, Start, and End. It also has sections for Assistant #1 and #2 with Emp# and Name. The main table has columns for Job #, Task #, Site Name/Location, Rework, Time, AirDOF, DOF, +/-, Silt, Pk. Vel, Start time, and Finish time. Below the table are sections for "Work Performed / Comments" and "Equipment installed" with checkboxes and V-Meter # fields.

Example of the ADS Daily Field Log Checklist

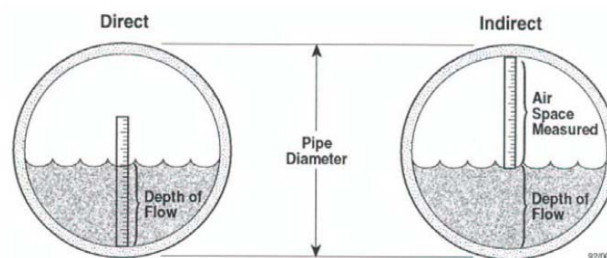
The table is titled "ADS ENVIRONMENTAL SERVICES Quality Work Instruction Long Term Flow Monitor Service Field Crew Spare Parts Inventory". It includes a note: "ATTACHMENT 1 - Gather the necessary parts for the Position and Monitor Type before going to the field. Use extra spare parts in case they are spare part failures." The table has columns for Part Name, Quantity, and various part numbers. It lists various components like sensors, valves, and batteries.

Procedures for Confirmation and Flow Verification at Area/Velocity Locations

Two field skills form the foundation for site quality control: performing depth of flow (DOF) measurements and performing site confirmations. DOF measurements are performed to verify the monitor's depth sensor measurements. Site confirmations are performed to verify the monitor's velocity sensor measurements and to calculate flow quantities.

To verify the accuracy of ADS flow depth sensors, manual flow depth measurements are performed independent of the monitor's depth sensors using a ruler to measure the flow depth. The resulting measurements are then compared to monitor's measurements to verify the sensor accuracy. There are two types of flow depth measurements: DOFs and air DOFs.

- DOF: This involves placing a ruler directly in the flow to measure the flow depth. This type of measurement is also called a direct measurement.
- Air DOF: This involves measuring the air space above the flow with a ruler to determine the flow depth. Flow depth is determined by subtracting the resulting measurement from the pipe height. Air DOFs often are taken from the face of the ultrasonic sensor or from the crown of the pipe. This type of measurement is also called an indirect or a range measurement.



Two types of flow depth measurements: DOFs and Air DOFs

Taking flow depth measurements requires skill in six areas in which all ADS Field Crews Members are trained and certified in including:

- Using the correct tools
- Positioning yourself correctly in the manhole
- Performing DOF and air DOF measurements
- Taking DOF measurements in the right location
- Measuring flow depth in varying flow conditions
- Measuring silt and debris

A site confirmation is a manual depth, velocity, or quantity measurement taken at a monitoring site to independently verify the accuracy of the monitor's sensors and to develop the various components of the flow equations used to quantify flow data. Site confirmations are the primary quality control procedure performed on a flow monitoring project. Every confirmation must include, at a minimum, a depth, velocity (except weirs), silt, and time/date. As described above, depth is the first part of a successful confirmation, velocity is the second. **ADS will perform confirmations at each location, as identified by our data analyst during their review process, and as part of our proposed work plan when needed.**

Overview of DSite Program - Level Monitoring and Maintenance Services

DSite is an ADS lease and service program for providing accurate and timely depth/level measurement within a collection system. Intelligent alarms warn staff of critical events so that field staff can respond quickly to potential problems. Reliable data empowers you to analyze your collection system performance and plan for the future wisely. **All of this is available for a low monthly fixed fee and without the need for a capital expense of buying the hardware.**

There are several components to a successful DSite program. ADS provides all of the necessary hardware, software, and technical staff to make your project successful, and at the lowest rate in the collections systems monitoring marketplace.

D-Site is a great option for the Cities current monitoring maintenance program and as a way to supplement the current area velocity flow monitoring program. The hardware will consist of the same monitoring technology the City has been using under a demonstration, the ADS ECHO.

The monitors will be fully accessible to the City using PRISM. As part of this program, ADS will provide the following:

- All Monitoring Hardware (ADS ECHO Systems)
- Online access of data via ADS PRISM
- Equipment and Alarming Configuration
- Ongoing Site Maintenance to ensure the units are working as designed

For each monitoring location, ADS will work with the City to define the alarming thresholds for each location outlined. If new locations are requested, ADS will begin any work by performing a site investigation at each proposed location and will discuss with the City if the location has suitable and stable hydraulics for these level monitoring systems. We will work with the City Representative to determine any alternative locations if the required location will not work.

One advantage of the ADS ECHO System is that the ultrasonic equipment is mounted near the rim of the manhole. This will allow the City to monitor depth activity, surcharging, and overflows more precisely than other level monitoring equipment on the market. The ECHO is also equipped with a submergence pressure sensor that can be used as a backup detection sensor for an SSO or overflow alarming. The equipment proposed can be quickly installed or removed. We believe the D-Site program will be a perfect fit for the City's monitoring services program.

As previously outlined above for the Area Velocity systems, DSite will also provide all of the necessary monthly maintenance, as needed, to ensure the equipment is in good working order for the City.

QA/QC Process for Flow Data Gathering and Analysis

Our comprehensive Quality Assurance/Quality Control (QA/QC) Program is unmatched in the industry and will provide a consistent approach to quality to ensure that all products and deliverables meet project requirements. The program will address methodologies, work review, frequency and timing of review, review documentation and distribution, and approval/sign-off requirements. This ensures a data editing and processing “paper trail” to address any outside questions regarding data accuracy, overflow volume calculations, etc. ADS is ISO 9001 certified for manufacturing, field services, engineering, data analysis and management.

ADS follows careful monitoring procedures to direct the manufacture of state-of-the-art instrumentation and equipment. This kind of activity, coupled with ADS’s continuous efforts to improve field processes and methodologies, underscores the company’s commitment to provide high value/high quality products. The City will be able to draw upon ADS's ability to bring this industry knowledge to the project. ADS’ quality programs are unmatched and result in attaining accurate, reliable flow information.

The quality of flow monitoring data is a function of the quality of the measuring equipment employed and the competence of the field crews and data analysts that work on the project. ADS maintains an internal training certification program for the field managers, field technicians, and data analysts who work on any ADS project. There are 18 training modules for field managers and 8 flow monitoring modules for field technicians. Data Analysts must complete classroom training plus a 6-month internship. Employees are not allowed to work independently until they have passed certification exams in each module and have demonstrated proficiency to a qualified trainer.

All Field Managers at ADS are required to complete the two-volume “Operation and Maintenance of Wastewater Collection Systems” course. This course is developed and administered by California State University, Sacramento for the U.S. Environmental Protection Agency. In some states, this course qualifies the graduate to become a Wastewater Collection System Operator.

ADS’ QA/QC and training methodologies are unparalleled within the industry and we believe this approach meets the City’s needs for the most accurate and reliable flow information.



EXHIBIT B COMPENSATION

General

Contractor shall be paid for those Services performed pursuant to this Agreement inclusive of all reimbursable expenses (if applicable), in accordance with the terms and conditions herein. The Compensation Schedule below/attached states nature and amount of compensation the Contractor may charge the City:

(insert/Attach Negotiated Fee Arrangement)



City of Ann Arbor, MI
 Procurement Unit
 301 E. Huron Street
 Ann Arbor, MI 48104

REFERENCE NO.	AnnArbor.17-01_ren
DATE	6/1/2020
TERMS	30 days
PRICE VALIDITY	90 days

Reference: RFP No. 17-01 Fee Proposal Renewal

Offered for the next 36 months (3 Years) - Below Pricing is Per Year

Item	QTY	ADS Triton+ Flow Meter	UNIT PRICE	TOTAL
P1.	144	Year 1 - Triton+ Maintenance Services: <ul style="list-style-type: none"> Manhole Entry for any Probe/Sensor Cleaning Data Reviews for Meter Maintenance and Scheduling Firmware Updates/Upgrades as released by Manufacturer Site confirmations (as needed) to ensure accuracy Includes Wireless SIM Fee's for data Transmission Priced at Per Unit / Per Month. 12 Locations for 12 Months = 144 Unit/Months	\$240.00 (Unit/Month)	\$34,560.00
P2.	120	Year 1 - DSite Level Monitoring and Maintenance Services: <ul style="list-style-type: none"> Includes all ADS ECHO System Hardware Manhole Entry for any Probe/Sensor Cleaning Data Analysis for Meter Maintenance and Scheduling Firmware Updates/Upgrades as released by Manufacturer Site confirmations (as needed) to ensure accuracy Includes Wireless SIM Fee's for data Transmission Priced at Per Unit / Per Month. 10 Locations for 12 Months = 120 Unit/Months	\$219.00 (Unit/Month)	\$26,280.00
		Year 1 Fee for Triton+ Maintenance Services and DSite Program ¹	\$5,070.00 (per month)	\$60,840.00
		OPTIONAL ITEMS (Item B6 in RFP)		
OPT		Triton+ Meter Installation at New Location	\$660.00 Each	
OPT		DSite ECHO Meter Installation at New Location	\$350.00 Each	
OPT		ADS Meter Removal (storage provided at ADS warehouse if needed)	\$300.00 Each	
		NTE Recommended Total for Optional Items (Based of Historical Requests)		\$15,000.00
		Annual Program Total with Maintenance, DSite and Optional Services		\$75,840.00

<p>ADS Environmental Services Troy, MI Tel: 708.341.9701 EMAIL: cskehan@idexcorp.com www.adsenv.com</p>

A DIVISION OF ADS LLC

**EXHIBIT C
INSURANCE REQUIREMENTS**

From the earlier of the Effective Date or the Commencement Date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall have, at a minimum, the following insurance, including all endorsements necessary for Contractor to have or provide the required coverage.

A. The Contractor shall have insurance that meets the following minimum requirements:

1. Professional Liability Insurance or Errors and Omissions Insurance protecting the Contractor and its employees in an amount not less than \$1,000,000.

2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 each policy limit

3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 04 13 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:

\$1,000,000	Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined
\$2,000,000	Per Project General Aggregate
\$1,000,000	Personal and Advertising Injury

4. Motor Vehicle Liability Insurance equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

- B. Insurance required under A.3 and A.4 above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City for any insurance listed herein.
- C. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional and unqualified 30-day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number(s); name of insurance company; name(s), email address(es), and address(es) of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions, which may be approved by the City in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. If any of the above coverages expire by their terms during the term of this Agreement, the Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.