

PROFESSIONAL OR TECHNICAL SERVICES AGREEMENT

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

ADS LLC:

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

By: _____

Printed Name: _____

Title: _____

Date: _____

CLIENT: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

TERMS AND CONDITIONS OF AGREEMENT

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

ARTICLE 1 – RESPONSIBILITIES OF THE PARTIES

1.01 ADS

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

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

1.02 CLIENT

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

ARTICLE 2 - PAYMENTS TO ADS

2.01 Compensation

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

2.02 Invoices

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

2.03 Credit Check and Security

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

ARTICLE 3 – TERMINATION

3.01 Termination

A. For Cause

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

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

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

B. For Convenience

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

ARTICLE 4 - GENERAL CONSIDERATIONS

4.01 Warranty

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

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

4.02 Use of Documents

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

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

C. Any reuse or modification of the Documents without written verification or adaptation by ADS, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to ADS or to ADS' Subcontractors. Client shall indemnify and hold harmless ADS and ADS' Subcontractors from all claims, damages, losses, and expenses, including attorneys' fees arising out of such use.

4.03 Changes, Modifications and/or Amendments

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

4.04 Insurance

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

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

Workers Compensation as required by statute

ADS will provide Evidence of Insurance upon request.

4.05 Controlling Law, Venue and Dispute Resolution

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

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

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

4.06 Successors, Assigns, and Beneficiaries

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

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

4.07 Limitation of Liability

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

4.08 Force Majeure

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

4.09 Confidentiality and Non-disclosure

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

B. Except as otherwise required pursuant to the Public Records Laws of the State of Washington, both Parties agree to hold each other's Proprietary and Confidential Information in strict confidence and not to make each other's Proprietary and Confidential Information available in any form to any third party or to use each other's Proprietary and Confidential Information for any other purpose than for the performance of work under the implementation of this Agreement.

4.10 EEO Statement

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

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

4.11 Notices

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

4.12 Survival

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

4.13 Severability

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

4.14 Waiver

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

4.15 Headings

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

4.16 Entire Agreement

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

Exhibit A

PROPOSAL

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

October 10, 2018



Sam Adams, P.E.
Utilities Manager
City of Camas
360-817-7003 direct
sadams@cityofcamas.us

Re: Temporary Sewer Flow Monitoring Proposal

Dear Sam,

We are pleased to have the opportunity to submit this letter proposal to conduct sewer flow monitoring. ADS is uniquely qualified to assist you with this flow monitoring project, given our forty-three years of experience performing similar projects throughout your area. Enclosed please find a detailed scope of work and pricing for your review.

Our proposal is valid for sixty (60) days and subject to the ADS standard terms and conditions for professional services which are attached for your review.

We look forward to working with you on this and other future projects. Thank you for the opportunity to propose on your requirements. If you have any questions regarding this proposal, please do not hesitate to call me at (858) 210-5387.

Sincerely,

Rob Larson
Business Development Manager
858-210-5387

Enclosure

Proposed Scope of Work

ADS Environmental Services (“ADS”) will provide temporary flow monitoring services to the City of Camas, WA (“Client”) to collect four (4) Months of flow data at four (4) locations, rain data at one (1) location, and perform RDI/I analysis. The work will be performed in three phases as set forth below:

Phase I – Mobilization

- 1) **Kick-off Meeting.** Phase I will begin with a kick-off meeting between representatives of the Client and ADS. The purpose of the kick-off meeting is to discuss project scope, establish lines of communication, set milestones, and set the project schedule (Kickoff meeting to be conducted via conference call).
- 2) **Site Locations.** ADS will work with the Client to identify/verify the location of monitor installations.
- 3) **Site Investigation.** Once the installation sites are provided to ADS, ADS field crew(s) will perform site investigations. ADS will utilize a standard 2-person field crew for fieldwork and comply with Federal standards for confined-space entry. The proposed flow monitoring location will be located, inspected, and verified for hydraulic suitability. ADS will also check for debris in the manhole that could impact data quality and coordinate any required cleaning efforts with the Client. ADS field crews will look for evidence and signs of erratic flow patterns. ADS will also investigate adjacent manholes in order to identify the best monitoring locations as applicable if needed.
- 4) **Site Reports.** Site reports will be generated upon completion of the site investigations. The site reports will include a sketch of the general location, physical characteristics and diameters of the proposed monitoring locations, manhole depths, flow measurements, and other comments pertinent to the location such as any special traffic or safety issues. Final site locations to be approved by the Client.
- 5) **Equipment.** ADS will utilize ADS® Model Triton+™ Wireless Flow Monitors during the course of this project. A typical monitor installation will include an ultrasonic depth sensor that will be mounted at the invert of the pipe, a redundant pressure depth sensor; and a Doppler velocity sensor also mounted at or near the invert. At some locations ADS may install an additional sensor to match certain hydraulic conditions or structure configuration with the appropriate Triton+ sensor(s). ADS will utilize ADS RainAlertIII wireless rain logger with TB6 tipping bucket for rain data collection.
- 6) **Monitor Activation.** Once installed, the monitor will be activated and set to take readings at 5-minute intervals, some locations such as downstream of a lift station(s) the logging rate will be set at 2-minute intervals. ADS Field crews will take manual depth readings with a ruler and velocity readings with a portable, instantaneous velocity meter in order to confirm the monitor is collecting accurate data based on the actual existing hydraulic conditions at each location.

Phase II – Flow Monitoring

- 1) **Flow Monitoring.** Once the monitors are installed and verified to be in working order, ADS will monitor the flows for a period of four (4) calendar months (“monitoring period”). This initial monitoring period can be extended based on mutual consent and written agreement of additional work and price for such additional work.
- 2) **Data Collection and Equipment Maintenance.** ADS will use a standard 2-person field crew for all maintenance/removal activities. ADS will collect flow data from each monitoring point remotely using telemetry on a daily schedule. Field crews will perform site maintenance and site confirmations as necessary. ADS is an ISO 9001 certified company and has proprietary internal quality procedures for all fieldwork. During the course of the project and as part of ADS’s quality control program, the field manager will also visit each location and reconfirm that the monitor is in proper working condition. This includes cleaning depth and velocity sensors, confirmations as needed, and checking an installation to make sure that the ring is secure in the pipe. The ADS data analyst will also review the data on a regular basis throughout the monitoring period.
- 3) **Demobilization.** Field crews will continue data collections and confirmations (as necessary) until the end of the monitoring period. Once authorized, crews will immediately begin removing the flow monitors and deliver final data to the data analyst.

Phase III – Data Editing and Reporting

- 1) **Data Analysis.** Upon completion of the monitoring period, a trained ADS Data Analyst will begin to finalize the data collected for each monitoring location. The data analyst will directly calculate flow using the continuity equation from recorded depth and average velocity data. Flow quantities as determined by the continuity equation will be plotted.
- 2) ***ADS will deliver a tech memo. Sliicer RDI/I Analysis.*** For each of the flow monitoring location, the analysis will characterize the average dry weather flow conditions and RDI/I calculations for all significant wet weather events, an assessment of hydraulic performance under such conditions. The results of dry weather and wet weather performance will be plotted on maps of the sewer sheds to make it easier to understand where RDI/I originates. The Sliicer.com section of the Report will include the following items:
 - **Dry Weather Analysis** – A characterization of the conditions observed during weekday and weekend periods of the flow monitoring period during dry weather periods, excluding periods of extended system recovery to previous rain events. Summarized as a time-series hydrograph of the average diurnal flow quantities for weekday and weekend dry weather periods.
 - **Dry Weather Flow Summary** – A table of the Average Dry Day Flow (ADDF) and an estimation of Base Infiltration (BI). Average dry weather diurnal patterns will be provided for each flow monitoring location during weekday and weekend portions of the monitoring period.
 - **Wet Weather Analysis** – A characterization of the conditions observed during specific wet weather events observed during the flow monitoring period, summarized as a time-series hydrograph comparing observed flow quantities to average diurnal flow quantities for corresponding weekday and weekend dry weather periods.
 - **Wet Weather Summary** – A characterization of the conditions observed during the maximum rain event of the monitoring period. This can be summarized as the maximum 30 minute average peaking factor observed during the flow monitoring period.
 - **Wet Weather Prioritization** – A column chart of the Rain Dependent Inflow/Infiltration (RDI/I) determined for each flow monitoring location for each wet weather event. Column chart provides a prioritized ranking based on net RDI/I (as %rain ingress if basin acreages are provided) or net RDI/I per linear foot of sewer per inch of rain when linear footage information is provided to ADS.
 - **Hydraulic Performance Evaluation** – A narrative interpretation of hydraulic performance recorded at each flow monitoring location as determined using a scattergraph of flow depth and velocity data. The scattergraph interpretation shall evaluate the ability of each flow monitoring

location to accommodate flow quantities observed during dry weather and wet weather conditions observed during the monitoring period.

- **Recommended SSES** prioritized plan based on flow data analysis.
- 3) **Data Delivery and Final Report.** ADS will prepare a Final Report to include electronic data of the flow data in tabular, hydrograph, scattergraph, and a RDI/I report in electronic format.

NOTE: ADS's Flow monitors are capable of providing very accurate and precise (repeatable) flow data. However, under some complex hydraulic conditions such as frequent backwater, surcharging, reverse flows, and complex bends in the flow path leading to and from the associated manhole in which the flow monitor is placed, the accuracy of the data is diminished. It is important that the Client understands that ADS's temp flow monitoring equipment is some of the best available in capturing flow data in complex hydraulic situations, but that accuracy may be compromised in locations immediately upstream of pump stations or other locations where the above listed hydraulic conditions can sometimes be persistent.

City of Camas's Responsibilities:

The City will perform the following functions in connection with this Project:

- 1) Access to the site of work with sufficient area for placement of personnel and equipment, including all right-of-way and ramps, if required. This includes, but is not limited to exposing manholes and clearing easements.
- 2) Pay all local licenses and permits fees, if required.
- 3) Assist in obtaining and complying with any special permits, if required.
- 4) If sewer line is dirty and full of debris, ensure that selected sites have been jet cleaned to minimize hydraulic deficiencies or select an alternate location.
- 5) Any known information concerning bypasses, overflows, base flows, critical surcharge areas, and maintenance habits.
- 6) Provide secure location(s) and access for ADS Rain Gauge(s)
- 7) City to provide GIS map data (shapefiles) of piping, manholes, flow monitoring points, rain gauge points, and basins (polygons) associated with each monitoring location intended for RDI/I analysis. Client to provide pipe footages and acreage for each basin (for use in normalization in RDI/I analyses). Note: The monitoring point ID will be the same as the basin ID in the Slicer analysis.

Proposed Pricing:

Item	Description	Cost
1	4 Temporary Flow Meters, 1 Rain Gauge x 4 Months of Monitoring	\$49,850.00
2	RDI/I Analysis and Tech Memo	
	Base Project Total (WA State Taxes Included in Price)	

*Pricing Assumptions: Mobilization of 20% of contract value is due within thirty days of contract effective date. Any applicable Federal, state, or local taxes are not included; No prevailing wages or W/MBE requirements; **Light traffic and standard traffic control requirements assumed (1 arrowboard, 2 signs, 18 traffic cones)**; No night work assumed; Payment terms net 30 days.