



WESTMINSTER
COLORADO

CITY COUNCIL MEETING

MAY 12, 2025 at 7:00 PM

- D. Authorize the City Manager to Execute a Sole Source Contract with ADS Environmental Services, LLC for the Purchase and Installation of 18 ADS Flow Monitors and Execute a Sole Source Agreement with ADS Environmental Services, LLC for Annual Service Operation and Maintenance



Agenda Memorandum

Agenda Item – 8.D.

City Council Meeting
May 12, 2025



Strategic Priority 5: Resilient Infrastructure

Maintain and invest in resilient infrastructure that creates the highest return for safety, community connectivity, enjoyment of life, and local economic success.

Subject: Authorize the City Manager to Execute a Sole Source Contract with ADS Environmental Services, LLC for the Purchase and Installation of 18 ADS Flow Monitors and Execute a Sole Source Agreement with ADS Environmental Services, LLC for Annual Service Operation and Maintenance

Prepared By: Andrew Walsh, Principal Engineer

Recommended City Council Action:

Authorize the City Manager to execute a sole source contract with ADS Environmental Services, LLC for the purchase and installation of 18 ADS flow monitors in the amount of \$275,150 and authorize the City Manager to execute a sole source agreement with ADS Environmental Services, LLC for annual service operation and maintenance in the amount of \$30,400.

Summary Statement:

- The City has over 400 miles of pipe in the sanitary sewer collection system that require continuous observation and maintenance to ensure proper operation. Public Works and Utilities (PWU) currently has 20 flow monitoring devices manufactured by ADS Environmental Services, LLC (ADS) installed in Big Dry Creek (BDC) interceptor sewers. The City uses the data from these flow monitors to evaluate system capacities, especially in problematic sewers, and monitor potential risks for backups.
- The flow data collected has provided valuable insight into the sanitary sewer system capacity. PWU would like to purchase and install 18 additional flow monitors from ADS at strategic locations in both BDC and Little Dry Creek (LDC) sewers. Data from the additional flow monitors will be used to calculate flows throughout the collection system and calibrate the hydraulic model with greater accuracy. This information will be used to better understand system capacity constraints to support the prioritization of future sewer projects.
- A sole source agreement with ADS is requested to purchase, install, operate, and maintain the flow meters, as this will provide the best value to the City by leveraging existing equipment and data collection software across the system.

- Funds were appropriated in 2024 for the Sanitary Sewer Master Plan and will be used to purchase and install the flow monitors and fund the annual service, operation, and maintenance contract.

Fiscal Impact:

\$305,550 in expenditures

Source of Funds:

Utility Fund - Sanitary Sewer Master Plan

Policy Issue(s):

Should City Council authorize a sole source contract with ADS for the purchase and installation of 18 flow monitors and for an annual service, operation, and maintenance contract?

Alternative(s):

City Council could choose not to authorize a sole source contract with ADS, but this alternative is not recommended as the flow monitors and services contract will provide data critical to understanding system capability, subsequently providing reliability to the ongoing operation and maintenance of the City's sanitary sewer collections system.

Background Information:

To evaluate sewer capacities with greater accuracy across the entire sewer collection system, PWU would like to purchase and install 18 additional flow monitors from ADS and disperse them in both the BDC and LDC sewer basins. Flow data will again be obtained using the Prism software to calculate system capacities. Because the monitors will be placed at strategic locations, flow data can be used to calibrate the sewer hydraulic model and provide optimal results.

An agreement with ADS for annual service, operation, and maintenance of existing and newly purchased flow monitors is included in this contract for City Council approval. The service contract with ADS provides maintenance services to confirm the flow monitor operation and ensure monitor reliability. Use of the Prism software is included with the service contract, as well as coverage to replace some batteries.

Funds were appropriated in 2024 for the Sanitary Sewer Master Plan. A sole source contract will be utilized to purchase and install the flow monitors and fund the annual service, operation, and maintenance contract.

The City's Strategic Priority for Resilient Infrastructure is met by investing in equipment to monitor the City's sanitary sewer infrastructure and improve its reliability.

Respectfully submitted,

A handwritten signature in black ink, appearing to be "Dan", written in a cursive style.

Jody L. Andrews
City Manager

Attachments:

Attachment 1 - Contract with ADS Environmental Services, LLC

MAINTENANCE CONTRACT

For the Following Project:
ADS Operations and Maintenance Contract

THIS CONTRACT, effective May 12, 2025, between the **CITY OF WESTMINSTER** (the “Owner”) and **ADS, LLC** (the “Contractor”) a limited liability company organized pursuant to the laws of the State of Delaware and doing business at PO Box 74008582 Chicago, IL 60674-8582 for the maintenance services described below.

In consideration of the mutual promises set forth herein below, Owner and Contractor agree as follows:

SECTION 1. The Project. The Contractor shall provide all labor, materials, equipment, tools and services necessary to complete the work described herein, in the Scope of Work and Payment Schedule attached hereto and incorporated herein as Appendices A and B, and in any additional appendices to this Contract. The performance of said work in accordance with this Contract and its attachments is hereinafter referred to as the “Project.” Contractor shall complete the Project in a workmanlike manner and in accordance with all of the terms and provisions of this Contract.

SECTION 2. The Contract Documents. The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are as follows:

- a. This Contract and the Scope of Work and Payment Schedule attached as Appendices A and B to this Contract.
- b. Contract award documents including, but not limited to, sole source quotes from ADS, LLC for the operations and maintenance and purchase of flow monitoring equipment provided in the Appendices.
- c. Annual Service: Operations & Maintenance Proposal, dated 1/31/2025, attached as Appendix A.
- d. Equipment & Installations Proposal, dated 1/22/2025, attached as Appendix B.

In the event of an inconsistency between any provisions of the Contract Documents, the more specific provisions shall govern the less specific provisions and written addenda, amendment or other modifications approved in writing by both parties shall govern the original documents.

SECTION 3. Contractor's Duties and Status. Contractor accepts the relationship of trust and confidence mutually intended to be established between the Owner and the Contractor by this Contract. The Contractor covenants with the Owner to furnish the Contractor's best skills and judgment and to cooperate with the Owner and Owner's representatives in furthering the interests of the Owner. The Contractor agrees to furnish efficient business administration and supervision and to use the Contractor's best efforts to furnish at all times an adequate supply of workers and materials, and to perform the Work in the best way and in the most expeditious and economical manner consistent with the interests of the Owner. In the performance of the Project, the Contractor shall act as an independent contractor and not as agent of the Owner except to the extent the Contractor is specifically authorized to act as agent of the Owner.

SECTION 4. Time of Commencement and Term. The maintenance to be performed under this Contract shall be commenced upon receipt of Owner's Written Notice to Proceed. Subject to authorized adjustments, the term of this Contract is for one (1) year following its execution. Subject to annual appropriation by the Owner, this Contract may renew for three (3) additional twelve (12) month terms if the Owner gives written notice of its intent to renew this Contract each year no less than sixty (60) days prior to its expiration.

SECTION 5. Contract Sum and Progress Payments.

5.1 Contract Sum. The Owner shall pay the Contractor in current funds for the performance of the Project, subject to amendment as provided in Section 13, the Contract Sum not to exceed three hundred and five thousand five hundred and fifty dollars (\$305,550.00) for fiscal year 2025.

5.2 Progress Payments. The Owner shall pay the Contractor for his work at the billing rates shown on Appendix A. The Contractor shall submit invoices to the Owner for services rendered during the preceding month, such invoices to be in such form and detail as shall reasonably be required by the Owner. The Owner agrees to pay the Contractor within thirty (30) days of receipt of properly documented invoice, except as set forth in Section 6 below.

5.3 Contract Sum for Renewals. The Contract Price for renewal periods, if any, shall be negotiated and agreed to in writing by both parties, and any adjustment shall not exceed the annual percent change of the Denver-Boulder-Greeley Consumer Price Index for All Urban Consumers and All Items not seasonally adjusted (CPI-U) as published by the U.S. Department of Labor, Bureau of Labor Statistics. The annual CPI-U reference period shall be January to January. The adjustment of the Contract Sum for renewal periods shall not be retroactive, and shall apply only to services provided after written Contract on such adjustment.

5.4 Additional Services. Performance of additional services must be authorized in writing by Owner. The Contractor shall be compensated for additional services, if any, at the hourly rate specified in Appendix A.

SECTION 6. Payments and Completion.

6.1 Final payment, constituting the remainder of the Contract Sum, shall be paid by the Owner to the Contractor when the Project has been completed, this Contract fully performed, and a final Certificate for Payment has been issued by the Owner or Owner's representative.

6.2 Payment may be withheld on account of (1) defective work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to subcontractors or for labor, materials, or equipment, (4) damage to the Owner or another contractor, or (5) failure to carry out the Project in accordance with the Contract Documents.

6.3 Final payment shall not be due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner indemnifying him against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

6.4 The making of final payment shall constitute a waiver of all claims by the Owner except those arising from (1) unsettled liens, (2) faulty or defective work or materials appearing after Contract completion, (3) failure of the Project to comply with the requirements of the Contract Documents, or (4) terms of any special warranties required by the Contract Documents. The acceptance of final payment by Contractor shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of final payment.

SECTION 7. Correction of Work and Penalties.

7.1 If the Contractor fails to correct defective work or materials, or persistently fails to carry out the Project in accordance with the Contract Documents, the Owner, by a written order, may order the Contractor to stop construction of the Project, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the construction of the Project shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

7.2 If the Contractor fails to correct defective work or materials, or fails or neglects to carry out the Project in accordance with the Contract Documents, the Owner after three (3) days written notice to the Contractor and without prejudice to any other remedy he may have, may make good such deficiencies and may deduct the cost thereof including compensation for any additional services made necessary thereby, from the payment then or thereafter due the Contractor or, at his option, may terminate this Contract and finish the Project by whatever method he may deem expedient, and if the unpaid balance of the Contract Sum exceeds the expense of finishing the Project, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner. Nothing in this subsection shall effect the Owner's right to terminate the Contract as provided in Section 15. The provisions of this section apply to work and materials provided by subcontractors as well as to work and materials provided by Contractor and its direct employees.

SECTION 8. Contractor's Duties and Status.

8.1 Contractor accepts the relationship of trust and confidence mutually intended to be established between the Owner and the Contractor by this Contract. The Contractor covenants with the Owner to furnish the Contractor's best skills and judgment and to cooperate with the Owner and Owner's representatives in furthering the interests of the Owner. The Contractor agrees to furnish efficient business administration and supervision and to use the Contractor's best efforts to furnish at all times an adequate supply of workers and materials, and to perform the Work in the best way and in the most expeditious and economical manner consistent with the interests of the Owner. In the performance of the Project, the Contractor shall act as an independent contractor and not as agent of the Owner except to the extent the Contractor is specifically authorized to act as agent of the Owner.

8.2 By executing this Contract, the Contractor represents that he has visited the site(s) and familiarized himself with all the local conditions under which the Project is to be performed.

8.3 The Contractor shall supervise and direct the performance of the Project, using his best skill and attention and he shall be solely responsible for all maintenance means, methods, techniques, sequences and procedures and for coordinating all portions of the maintenance under this Contract.

8.4 Unless otherwise specifically provided in the Contract Documents, the Contractor shall provide and pay for all permits, approvals, assessments, labor, materials, equipment, tools, maintenance equipment and machinery, water, heat, utilities, transportation, inspections, and other facilities and services, including but not limited to City right-of-way permits and street cut impacts fees, necessary for

the proper execution and completion of the Project, whether temporary or permanent and whether or not incorporated or to be incorporated in the Project.

8.5 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Project any unfit person or anyone not skilled in the task assigned to him.

8.6 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Project, and shall promptly notify the Owner if Owner's requirements are at variance therewith.

8.7 The Contractor shall be responsible to the Owner for the acts and omissions of his employees, subcontractors and their agents and employees, and other persons performing any part of the Project under a contract with the Contractor.

8.8 The Contractor at all times shall keep all work areas free from accumulation of waste materials or rubbish caused by his operations. At the completion of each work day, he shall remove all his waste materials and rubbish from and about the Project as well as his tools, maintenance equipment, machinery and surplus materials.

8.9 The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

8.10 To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Owner and Owner's agents and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of or resulting from the performance of the Project, but only to the extent caused by the negligent act or omission of, or breach of contract by, the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. In any and all claims against the Owner or any of Owner's agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under the workers' compensation act, disability benefit acts, or other employee benefit acts. The obligations of the Contractor under this Paragraph shall not extend to the liability of the Owner or Owner's agents or employees arising out of (1) the preparation or approval by Owner or Owner's agents or employees of maps, drawings, opinions, reports, surveys, designs, or specifications, or (2) the giving of or the failure to give directions or instructions by the Owner or Owner's agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

8.11 In the event it becomes necessary for either party to bring an action against the other to enforce any provision of this Contract, in addition to any other relief that may be granted, the prevailing party in such action shall be entitled to an award of its reasonable attorney fees as determined by the Court.

8.12 The Contractor's books and records with respect to the Project, and reimbursable costs shall be kept in accordance with recognized accounting principles and practices, consistently applied, and will be made available for the Owner's inspection at all reasonable times at the places where the same

may be kept. The Contractor shall not be required to retain such books and records for more than three (3) years after completion of the Project.

8.13 This Project is being undertaken by the City of Westminster. Therefore, no Westminster use tax will be due on construction materials used in this Project. Sales of these materials are also exempt from State and RTD sales and use taxes. The Contractor shall acquire the necessary exemption certificates from the State Department of Revenue to accomplish the exemption. The Contractor shall pay any other sales and use taxes imposed by other local taxing authorities. Westminster use tax will be due on construction tools and equipment used on the Project if municipal tax has not been formerly paid on the full purchase price of these items. Construction equipment that had a purchase price of \$2,500 or more must be declared. All books and records pertaining to the Project that will allow the accurate determination of any tax due must be retained and be kept available for inspection by the Owner for three (3) years after the completion of the Project.

SECTION 9. Work by Owner or by Separate Contractors.

9.1 The Owner reserves the right to employ other contractors and to perform work the same, similar to, or related to the Project with his own forces, and to award other contracts in connection with the Project or other work on the site. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, he shall make such claim as provided elsewhere in the Contract Documents.

9.2 The Contractor shall afford the Owner and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall connect and coordinate his performance with theirs as required by the Contract Documents.

9.3 Any costs caused by defective or ill-timed work shall be borne by the party responsible therefor.

SECTION 10. Applicable Laws and Venue. This Contract shall be governed by and construed in accordance with the laws of the State of Colorado and the Charter of the City of Westminster. This Contract shall be deemed entered into in both Adams County and Jefferson County, State of Colorado, as the City is located in both counties. At the Owner's option, the location for settlement of any and all claims, controversies and disputes arising out of or related to this Contract or any breach thereof, whether by alternative dispute resolution or litigation, shall be proper only in either county.

SECTION 11. Protection of Persons and Property. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Project. He shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1) all employees on the Project and other persons who may be affected thereby, (2) all the Project and all materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto. He shall give all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority bearing on the safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy all damage or loss to any property caused in whole or in part by the Contractor, any subcontractor, any sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, except damage or loss attributable to the acts or omissions of the Owner or anyone directly or indirectly employed by Owner or by anyone for whose acts Owner may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to his obligations under Paragraph 8.10.

SECTION 12. Insurance. The Contractor shall provide that the Owner be named as an additional insured under the Contractor's Automobile, Commercial General, and Umbrella Liability coverages. The Contractor shall, during the term of this Contract and until completion thereof, provide and maintain the following insurance coverages:

<u>Type of Insurance</u>	<u>Minimum Limits of Liability</u>
Standard Workers' Compensation and Employer's Liability including Occupational Disease Coverage	Statutory in conformance with the compensation laws of the State of Colorado
Commercial General Liability Insurance	\$500,000 each person; \$1,000,000 each occurrence - OR - \$1,000,000 per occurrence combined single limit
Comprehensive Automobile Liability Insurance	\$500,000 each person; \$1,000,000 each occurrence - OR - \$1,000,000 per occurrence combined single limit
Umbrella Liability Coverage	\$1,000,000

The Contractor's Automobile, Commercial General, and Umbrella Liability additional insured coverage shall be primary with respect to claims made by the City. The Contractor shall effect the insurance policies in a company or companies and in a form satisfactory to the Owner. Before commencing any performance under this Contract, Contractor shall deliver to the Owner Certificates of Insurance issued by the insurance company, and/or its duly authorized agents pertaining to the aforementioned insurance, and certifying that the policies stipulated above are in full force and effect and will not be altered or cancelled without the prior written approval of the Owner.

All liability insurance shall be broad form, shall include coverage for contractual liability, shall be occurrence-based, shall specifically provide that all coverage limits shall be exclusive of costs of defense, including attorney fees, and shall be appropriately endorsed to give a minimum of thirty (30) days' notice of cancellation or intention of non-renewal to the Owner. Further, it shall be an affirmative obligation of Contractor to advise Owner within two (2) days of the cancellation or substantive change to any policy required herein, and failure to do so shall constitute a breach of the Contract. Nothing herein shall prevent Owner from requiring further and/or additional insurance to be provided by Contractor as the Owner may deem necessary.

Nothing herein shall be deemed or construed as a waiver of any of the protections to which Owner may be entitled pursuant to the Colorado Governmental Immunity Act, sections 24-10-101,

C.R.S., as amended.

SECTION 13. Changes in the Work. The Owner, without invalidating this Contract, may order Changes in the Project consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Project shall be authorized by written amendment to this Contract. The cost or credit to the Owner from a change in the Project shall be determined by mutual, good faith agreement by the parties.

SECTION 14. Warranty. The Contractor warrants to the Owner that all materials and equipment furnished under this Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

Within one (1) year after the date of completion of the Project, or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty provided or required by the Contract Documents, the Contractor shall make all needed repairs arising out of defective workmanship, materials, or services, or all three, which in the judgment of the Owner shall become necessary during such period. If within ten (10) days after the mailing of a notice in writing to the Contractor or his agent, the Contractor shall neglect to make, or undertake with due diligence to make the aforesaid repairs, the Owner is hereby authorized to make such repairs at the Contractor's expense. In case of an emergency, the Contractor will be notified and shall correct and make repairs within the necessary time constraints. Failure of the Contractor to respond to the notification shall result in the Owner making the necessary repairs at the Contractor's expense. This obligation shall survive termination of the Contract.

SECTION 15. Termination of the Contract. This Contract shall terminate at such time as stated in Section 2 or upon the Owner's providing Contractor with thirty (30) days advance written notice, whichever occurs first. In the event the Contract is terminated by the Owner's issuance of said written notice of intent to terminate, the Owner shall pay Contractor for all work previously authorized and completed prior to the date of termination.

SECTION 16. Equal Employment Opportunity. In connection with the execution of this Contract, the Contractor shall not unlawfully discriminate against any subcontractor, employee or applicant for employment because of race, color, immigration status, gender identity or expression, sexual orientation, national origin, religion, sex, age, or disability. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor represents that it will require a similar affirmation of nondiscrimination in any contracts it enters into with subcontractors as part of the execution of this Contract.

SECTION 17. Assignment. Contractor shall not assign this Contract in whole or in part without the prior written consent of the Owner. This Contract consists of professional services and it is not contemplated by either party that any such assignment would occur. Any such assignment shall not relieve Contractor of any of its obligations under this Contract. This restriction on assignment includes, without limitation, assignment of the Contractor's right to payment to its surety or lender.

SECTION 18. Commercial Driver's License Substance Screening. The Contractor shall provide written assurance to the Owner that each driver that provides services requiring a commercial driver's

license pursuant to this Contract participates in an alcohol and controlled substances testing program that meets the requirements of the Federal Motor Carrier Safety Regulations found at 49 C.F.R. Part 382.

SECTION 19. Remedies. The Contractor agrees that the economic loss rule as set forth in the *Town of Alma v. Azco Construction, Inc.*, 10 P.3d 1256 (Colo. 2000), shall not serve as a limitation on the Owner's right to pursue tort remedies in addition to other remedies it may have against the Contractor. Such rights and remedies shall survive any termination of the Contract.

SECTION 20. Subcontracting. Except subcontractors clearly identified and accepted in the Contractor's Bid, Contractor may employ subcontractors to perform the Services only with Owner's express prior written approval. Contractor is solely responsible for any compensation, insurance, and all clerical detail involved in employment of subcontractors.

SECTION 21. Authorization. The person or persons signing and executing this Contract on behalf of each Party, do hereby warrant and guarantee that he/she or they have been fully authorized to execute this Contract and to validly and legally bind such Party to all the terms, performances and provisions herein set forth.

SECTION 22. Administration of Contract. The Project Manager, Andy Walsh, Principal Engineer, or his authorized representative, shall be the representative of the City for administration of this Contract. All communications relating to the day-to-day activities of the Services shall be to the Project Manager. The Project Manager will decide all questions which may arise as to the quality of acceptability of any work performed under this Contract.

SECTION 23. Nature of Owner's Obligations. Nothing in this Contract shall be construed or deemed as creating a multiple-year fiscal obligation of the Owner. All obligations of the Owner pursuant to this Contract are subject to prior annual appropriation by the City Council.

SECTION 24. Contingency. This Agreement is expressly contingent upon the approval of the City of Westminster's City Council of all the terms set forth herein. In the event this Agreement is not approved in its entirety by City Council, neither Party shall be bound to the terms of this Agreement.

INSURANCE CERTIFICATES REQUIRED BY THIS CONTRACT SHALL BE SENT TO THE PUBLIC WORKS AND UTILITIES DEPARTMENT, ATTENTION: Andy Walsh.

SIGNATURE PAGE FOLLOWS

THIS CONTRACT entered into as of the day and year first written above.

ADS, LLC

CITY OF WESTMINSTER

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

STATE OF _____)
) ss
COUNTY OF _____)

ATTEST:

City Clerk

The foregoing instrument was acknowledged
before me this ____ day of _____, 20__,

(Seal)

by _____ the
(name)
_____ of
(title)

Witness my hand and official Seal

My commission expires: _____

(SEAL)

Notary Public

APPROVED AS TO LEGAL FORM

By: _____
City Attorney

I certify that either an appropriation has been made by the City Council or that sufficient funds have
otherwise been made available for the payment of this Agreement.

City Manager

Account No. _____

Address for giving notice:

PO Box 74008582
Chicago, IL 60674-8582

Address for giving notice:

4800 West 92nd Avenue
Westminster, CO 80031

APPENDIX A

ADS Environmental Services
2690 Gravel Drive
Ft. Worth, TX 76118

PROPOSAL

Permanent Flow Monitoring Network:
City of Westminster, CO
**Annual Service: Operations
& Maintenance**

Statement of Experience / Drawing upon over four decades of experience and thousands of flow and level assessment projects, we tailor our product recommendations to meet your most challenging projects and provide the right level of services to match your budget and resources.

Prepared for:
Andy Walsh

City of Westminster, CO
6575 W. 88th Ave.
Westminster, CO 80031
awalsh@westminsterco.gov

Proposal Issued
1/31/2025

Proposal valid till:
6/1/2025

COVER LETTER

City of Westminster, CO
6575 W. 88th Ave.
Westminster, CO 80031
awalsh@westminsterco.gov

1/31/2025

Dear Mr. Walsh,

ADS Environmental Services (ADS) is pleased to submit this proposal for your review to provide permanent flow monitoring services for your project. By selecting ADS, you are choosing an experienced and reputable company with over 40 years of experience in flow and flow monitoring manufacturing and providing comprehensive field services for our clients. ADS has all the necessary equipment and staff to complete this project as requested and will be using experienced staff who have a proven track record for performing similar work in the area.

We have outlined in this proposal, a summary scope of work and our base cost for the project. ADS has investigated the monitoring locations and selected equipment specific to each location to collect the highest quality data possible. Since the City is an ADS client, we will be providing the PRISM platform for these monitoring locations at no charge for the first year of deployment.

Any of the details of this proposal can be discussed to best meet the overall objectives of the project. We stand committed to provide a high level of service and professionalism on your project. If you have any questions or comments, please feel free to contact us directly.

Sincerely,

Matt Eichkorn

Business Development Manager



(256) 679-1605

meichkorn@idexcorp.com

3405 Hollenberg Drive
Bridgeton, MO 63044

www.adsenv.com

PROJECT SUMMARY

The scope of this project includes providing annual onsite field maintenance and confirmations for Westminster's permanent wastewater flow monitoring network. A brief summary of this work includes the installation, operations and maintenance training, software, and dynamic reporting tools for:

Requested Devices	Quantity	Duration
Area Velocity Flow Meter	10	1 Annual Visit
Level-Only Meter	10	1 Annual Visit
Rain Gauge Meter	0	NA

TURNKEY SERVICES

ADS provides true Turnkey Services for wastewater monitoring projects. ADS is well known for our ability to supply everything that is needed for a successful monitoring project, and we are committed to meeting and exceeding the expectations of all our projects by providing:

Experienced Staff

ADS will provide experienced and trained staff to complete the monitor installations for this project including a highly experienced project manager who will ensure project requirements and deadlines are met.

ADS Hardware

ADS will utilize our internal fleet of level, flow, and rainfall monitoring systems to ensure the success of this project. Brands such as the ECHO, Triton+, and RainAlert are all truly trusted solutions.

ADS Software

PRISM is a web application that puts critical data at the fingertips of ADS staff, support management, engineering, and operational decisions makers who rely on the monitoring data.

Customer Support

The ADS Customer Support group is always available to provide you with the specific information you need for any issue and is available Monday through Friday from 8AM to 5PM CST.

BUDGET - USD

ADS Field Service Tasks	UNITS	COST	TOTAL
Flow Meter Relocation; Removal of monitoring equipment, investigation of new site, reinstallation of monitoring equipment, confirmation, and upload into PRISM (Individual Service Request)	1	\$4,750.00	\$4,750.00
Flow Meter Relocation; Removal of monitoring equipment, investigation of new site, reinstallation of monitoring equipment, confirmation, and upload into PRISM (Service Request during Quarterly Maintenance visit)	1	\$1,700.00	\$1,700.00
Quarterly Flow Meter Maintenance & Confirmations (City is responsible for all fouled equipment replacement) (per monitor per quarter)	10	\$2,200.00	\$22,000.00
Quarterly Level Monitor Maintenance & Confirmations (City is responsible for all fouled equipment replacement) (per monitor per quarter)	10	\$360.00	\$3600.00
Hourly Field Crew (2-person) (Minimum of 4 hours)	1	\$475.00	\$475.00
PRISM Software & Wireless Communication; Annual; ten (10) Triton+	10	\$300.00	\$3,000.00
PRISM Software & Wireless Communication; Annual; ten (10) ECHO	10	\$180.00	\$1,800.00
One Annual Maintenance (Annual & PRISM/Wireless) Total:			\$30,400.00

Pricing Assumptions and Notes

- ADS understands that the City will maintain the flow monitors throughout the year and up to ADS' annual service visit. ADS' annual service visit cannot maintain and perform confirmations on the Triton+ monitors if they have not routinely maintained over the 12-months by the City.
- Traffic Control: Permits and police detail charges for traffic control, as deemed necessary by local authorities for crew and or public safety are the client responsibility and not included in the above pricing.
- Prevailing Wage: pricing for professional services subject to prevailing wages, included.
- MBE: does not assume MBE requirements.
- Pricing assumes ADS standard Health and Safety procedures and documentation are sufficient.
- Pricing assumes free & legal access to each site and no modifications to the selected monitoring sites are necessary for installation.
- Any work requested beyond the scope of services will require additional fees to be negotiated. Quantity changes in excess of 10% are subject to unit price review and adjustments.

Scope of Work Summary

ADS Environmental Services, herein known as “ADS”, will provide flow monitoring services for the City of Westminster, CO, herein known as “Client”. The work will be performed as set forth below:

Phase I – Mobilization

Kick-off Meeting: Phase I will begin with a kick-off meeting between representatives of Client, City 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. (Conference call or email kickoff meeting for projects may be held when appropriate.)

Site Locations: Client has selected monitoring locations. ADS will work with the Client if any alternate locations need to be considered to ensure high-quality data is collected.

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, depth measurements, and other comments pertinent to the location such as any special traffic or safety issues. Final site locations to be approved by Client.

Equipment: ADS will utilize the ADS® Triton+ flow monitor and a sensor(s) selected and procured for each location to be deployed for this project. ADS recommends redundant sensors at the monitoring sites based on the hydraulics documented. The redundant non-contact ParaFlow sensor will capture the shallow, faster velocity flows observed.

Monitor Activation: Once installed, the monitors will be activated and set to take readings of at least 5-minute intervals and configured as instructed by the City. ADS Field crews will take manual depth readings with a ruler in order to confirm the monitor is collecting accurate data based on the actual existing hydraulic conditions at each location.

Phase II – Flow Monitoring

Flow Monitoring: Once the monitors are installed and verified to be in working order, ADS will monitor the flows for the first week to ensure quality data is being captured and transmitted to the PRISM platform.

Monitoring Site Maintenance, Equipment Interrogation & Confirmations: ADS will return to each monitoring site annually to perform an interrogation of each location's equipment and conditions. Any damaged or defective hardware will be documented and provided to the client after ADS crews have been onsite. A confirmation of the monitor will also be performed and documented. This interrogation and confirmation will be scheduled with the City. All sites will be interrogated and confirmed together to better understand the conditions of the entire system, including meters upstream and downstream from each other. *The City will maintain the monitors throughout the year and up to ADS' annual service visit. ADS' annual service is reliant on the City performing O&M throughout the year. ADS cannot service the monitoring network if it has not been routinely maintained. ADS can assist the City with building an internal maintenance schedule if needed. A successful flow monitoring program relies on the monitoring network being consistently maintained to ensure high-quality data is being collected.*

Data Collection: Once activated and confirmed to be working properly, each monitor's data will be collected and wirelessly transmitted to the ADS PRISM software platform. The wireless delivery of data to PRISM will be set at an interval determined by the City and configured during installation. If a location does not have cellular service for some reason, data will have to be manually collected onsite by City staff.

Phase III – Data Viewing and Reporting

Data Analysis: ADS will not be performing any data analysis services for this project. ADS will provide training for City staff to utilize the PRISM platform that has data analytic tools, editing capabilities, machine learning, advanced analytics and alarms. Data Analysis services are available and can be added to the scope of this project as requested.

Data Delivery and Final Report: ADS will report monitor data for reviewing and downloading via the ADS PRISM online reporting system. PRISM is a dynamic reporting system that allows the user to generate their own graphs and reports as needed and to best serve the project objectives. ADS will work with the City to ensure all appropriate personnel have login credentials and access. The City currently utilizes the PRISM platform for monitors currently deployed in their system.

AGREEMENT

Agreed to

City of Westminster, CO
6575 W. 88th Ave.
Westminster, CO 80031
awalsh@westminsterco.gov

Date 1/31/2025

Agreement

Acceptance of this proposal constitutes you and/or your company's agreement to ADS' Standard Terms and Conditions of Sale found at <https://www.adsenv.com/ads-equipment-sale-and-service-terms-and-conditions/>

ADS' Terms and Conditions supersede any terms and conditions in any documentation submitted by you and/or your company as a buyer of ADS products.

ADS Hardware items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Client Name: _____

Date: _____

Signature: _____

ADS Name: _____

Date: _____

Signature: _____

ABOUT US



ADS empowers our customers to See, Understand, and Act. ADS is the proven industry leader for bringing the most comprehensive and integrated platform of monitoring technology, support services, experience, and expertise to our customers. We assist our customers in understanding collection system behavior and in solving unique problems.

ADS LLC, dba ADS Environmental Services (ADS), is the leading comprehensive solution provider for performing measurement of collection system flow attributes with field services, equipment, software, and analytical support services. With more than 45-years' experience and with the largest US/Canadian field office network, ADS partners with consulting engineers and utilities, tailoring its solution to the requirements of the project.

ADS flow solutions address application needs for inflow & infiltration, hydraulic modeling, sewer billing, capacity assessment, optimized cleaning maintenance, and CSO activation monitoring. It does this through an Internet of Things (IoT) architecture that employs remote site monitoring and data capture that is communicated to cloud-based software which has tools for viewing and analyzing data.

ADS sensor systems include area-velocity (A/V) meters for precise flow measurement, level monitors for measuring depth, and rain gauges. Captured data is stored, integrated and analyzed in ADS' PRISM™ software. It is viewable on any web-enabled device. It's imbedded SLiCER® application provides advanced capabilities for I&I analysis. ADS field services provide hands-on expertise for installation, maintenance and de-provisioning of hardware. Additionally, ADS data services provide regular data review to assure ongoing quality capture. Annually, or at project end, data finalization and final reports are available options.

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ADS helps our clients visualize SSOs, CSO Outfalls, Inflow and Infiltration, Modelling Trends, Sewer Billing, Sewer Capacity, and Cleaning Optimization.



Quality Management System

ADS relies on ISO and ATEX standards to focus all employees on quality systems in our manufacturing, service and sales processes, and for continuous improvements.

For over 40 years, clients have trusted ADS to increase efficiency and mitigate environmental compliance action – trust is built into our DNA and an integral part of our culture. ADS provides proven, integrated solutions to help municipalities diagnose and correct wastewater infrastructure problems. Trust ADS today for solutions to your most troubling collection system problems.

APPENDIX A

Technology Overview

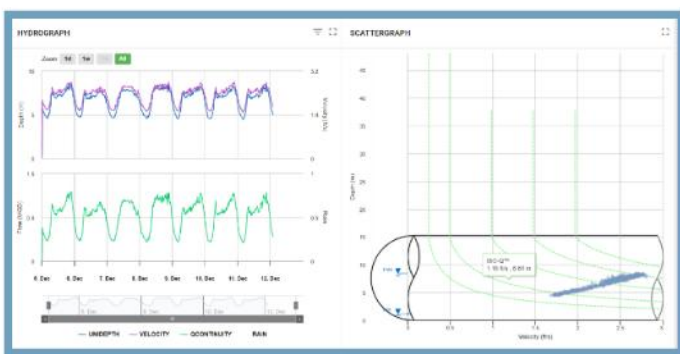
TRITON+® Area Velocity Flow Monitor

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ADS PRISM® – Web Hosting Software

All ADS hardware systems are supported by the ADS PRISM® software system, a cloud-based system based on the Microsoft Azure platform. Its single data storage location creates easier-of-access is a highly secure environment. Additionally, it features the machine learning-based blockage PREDICT™ app, capable of analyzing and predicting blockage development. Data access via permissions and there is no additional cost for multiple person access. Hydrographs and Scattergraphs may be viewed in PRISM are shown as shown in the example below. Users have flexibility for choosing individual sites, groups of sites, entities such as velocity, depth and flow, raw or finalized data, data ranges, and more.



The example (left) shows overlays of Iso-Q lines and Pipe Overlay on the Scattergraph, but other overlay choices for the Hydrographs and Scattergraphs include alarms, pipe height, manhole depth, confirmation points, and rain if applicable..

Additional details can be found at:

<https://www.adsenv.com/prism/>

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ADS RainAlert III Rain Gauge System

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Corporate Office:
340 The Bridge Street – Suite 204
Huntsville, AL 35806

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APPENDIX B

ADS Environmental Services
2690 Gravel Drive
Ft. Worth, TX 76118

PROPOSAL

Permanent Flow Monitoring Network:
City of Westminster, CO:
Equipment & Installations

Statement of Experience / Drawing upon over four decades of experience and thousands of flow and level assessment projects, we tailor our product recommendations to meet your most challenging projects and provide the right level of services to match your budget and resources.

Prepared for:

Andy Walsh

City of Westminster, CO
6575 W. 88th Ave.
Westminster, CO 80031
awalsh@westminsterco.gov

Proposal Issued

1/22/2025

Proposal valid till:

6/1/2025

COVER LETTER

City of Westminster, CO
6575 W. 88th Ave.
Westminster, CO 80031
awalsh@westminsterco.gov

1/22/2025

Dear Mr. Walsh,

ADS Environmental Services (ADS) is pleased to submit this proposal for your review to provide permanent flow monitoring services for your project. By selecting ADS, you are choosing an experienced and reputable company with over 40 years of experience in flow and flow monitoring manufacturing and providing comprehensive field services for our clients. ADS has all the necessary equipment and staff to complete this project as requested and will be using experienced staff who have a proven track record for performing similar work in the area.

We have outlined in this proposal, a summary scope of work and our base cost for the project. ADS has investigated the monitoring locations and selected equipment specific to each location to collect the highest quality data possible. Since the City is an ADS client, we will be providing the PRISM platform for these monitoring locations at no charge for the first year of deployment.

Any of the details of this proposal can be discussed to best meet the overall objectives of the project. We stand committed to provide a high level of service and professionalism on your project. If you have any questions or comments, please feel free to contact us directly.

Sincerely,

Matt Eichkorn
Business Development Manager



(256) 679-1605
meichkorn@idexcorp.com
3405 Hollenberg Drive
Bridgeton, MO 63044

www.adsenv.com

PROJECT SUMMARY

The scope of this project includes providing equipment, installation of the equipment, software, and basic onsite field maintenance training for Westminster's permanent wastewater flow monitoring network. A brief summary of this work includes the installation, operations and maintenance training, software, and dynamic reporting tools for:

Requested Devices	Quantity	Duration
Area Velocity Flow Meter	18	Permanent Installation
Level-Only Meter	0	NA
Rain Gauge Meter	0	NA

TURNKEY SERVICES

ADS provides true Turnkey Services for wastewater monitoring projects. ADS is well known for our ability to supply everything that is needed for a successful monitoring project, and we are committed to meeting and exceeding the expectations of all our projects by providing:

Experienced Staff

ADS will provide experienced and trained staff to complete the monitor installations for this project including a highly experienced project manager who will ensure project requirements and deadlines are met.

ADS Hardware

ADS will utilize our internal fleet of level, flow, and rainfall monitoring systems to ensure the success of this project. Brands such as the ECHO, Triton+, and RainAlert are all truly trusted solutions.

ADS Software

PRISM is a web application that puts critical data at the fingertips of ADS staff, support management, engineering, and operational decisions makers who rely on the monitoring data.

Customer Support

The ADS Customer Support group is always available to provide you with the specific information you need for any issue and is available Monday through Friday from 8AM to 5PM CST.

BUDGET - USD

ADS Field Service Tasks

	UNITS	COST	TOTAL
Flow Meter Investigations & Installations	18	\$1,675.00	\$30,150.00
Field Services Total:			\$30,150.00

ADS Equipment: Triton+ Flow Monitor

	UNITS	COST	TOTAL
Triton+ Dual Channel Flow Monitor, LTE-M (8000-FST-IM-4WW-VZW)	18	\$6,450.00	\$116,100.00
AV Max Sensor (CS9); AV, Ultrasonic & Pressure (8K-CS9-10-35)	18	\$3,500.00	\$63,000.00
ParaFlow Non-Contact Sensor (CS8); 0-5 PSI, 30' (8K-CS8-V2-10-30-IS)	18	\$4,140.00	\$74,520.00
Stainless Steel Mounting Rings for CS9 & CS8 Sensors (28.5-36.75")	18	\$530.00	\$9,540.00
Antenna for Wireless Communication (9000-0094)	18	\$259.00	\$4,662.00
Triton+ Mounting Flange	18	\$152.00	\$2,736.00
PRISM Software; Annual; at no cost for eighteen (18) new locations	18	\$0.00	\$0.00
Equipment Subtotal:			\$270,558.00
ADS Preferred Client Discount:			<\$25,558.00>
Equipment Total:			\$245,000.00
Project Total:			\$275,150.00

Pricing Assumptions and Notes

- ADS is only providing the sale of the equipment, installation of the equipment, and a return visit to perform the stated monitoring site interrogation and confirmation.
- The City of Westminster has a serial direct connect cable for onsite serial communication with the Triton+ monitors, so an additional cable was not quoted.
- City of Westminster personnel will be performing required site maintenance as needed. This would include scrubbing a fouled sensor or checking the monitor's LED readout on a non-communication issue. ADS is available to be contracted to assist with any and all field services.
- Traffic Control: Permits and police detail charges for traffic control, as deemed necessary by local authorities for crew and or public safety are the client responsibility and not included in the above pricing.
- Prevailing Wage: pricing for professional services subject to prevailing wages, included.
- MBE: does not assume MBE requirements.
- Pricing assumes ADS standard Health and Safety procedures and documentation are sufficient.
- Pricing assumes free & legal access to each site and no modifications to the selected monitoring sites are necessary for installation.

Scope of Work Summary

ADS Environmental Services, herein known as “ADS”, will provide flow monitoring equipment and services for the City of Westminster, CO, herein known as “Client”. The work will be performed as set forth below:

Phase I – Mobilization

Kick-off Meeting: Phase I will begin with a kick-off meeting between representatives of Client, City 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. (Conference call or email kickoff meeting for projects may be held when appropriate.)

Site Locations: ADS will work with Client to identify/verify the location of monitor installations if needed. Sites for this project have been selected by the City and investigated by ADS for hydraulic suitability, including checking for debris that could impact data quality.

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, depth measurements, and other comments pertinent to the location such as any special traffic or safety issues. Final site locations to be approved by Client.

Equipment: ADS will utilize the ADS® Triton+ flow monitor and a sensor specifically selected for each location to be deployed for this project. After the site investigations, ADS recommends redundant sensors at two of the monitoring sites based on the hydraulics documented. The redundant non-contact ParaFlow sensor will capture the shallow, faster velocity flows observed.

Monitor Activation: Once installed, the monitors will be activated and set to take readings of at least 5-minute intervals and configured as instructed by the City. ADS Field crews will take manual depth readings with a ruler in order to confirm the monitor is collecting accurate data based on the actual existing hydraulic conditions at each location.

Phase II – Flow Monitoring

Flow Monitoring: Once the monitors are installed and verified to be in working order, ADS will monitor the flows for the first week to ensure quality data is being captured and transmitted to the PRISM platform.

Monitoring Site Interrogation & Confirmation: ADS will return to each monitoring site, once after installation, to perform an interrogation of each location's equipment and conditions. A confirmation of the monitor will also be performed and documented. This interrogation and confirmation will be performed when requested by the City, there is no specific timeframe associated with this task. All sites will be interrogated and confirmed together to better understand the conditions of the entire system, including meters upstream and downstream from each other.

Data Collection: Once activated and confirmed to be working properly, each monitor's data will be collected and wirelessly transmitted to the ADS PRISM software platform. The wireless delivery of data to PRISM will be set at an interval determined by the City and configured during installation. If a location does not have cellular service for some reason, data will have to be manually collected onsite by City staff.

Phase III – Data Viewing and Reporting

Data Analysis: ADS will not be performing any data analysis services for this project. ADS will provide training for City staff to utilize the PRISM platform that has data analytic tools, editing capabilities, machine learning, advanced analytics and alarms. Data Analysis services are available and can be added to the scope of this project as requested.

Data Delivery and Final Report: ADS will report monitor data for reviewing and downloading via the ADS PRISM online reporting system. PRISM is a dynamic reporting system that allows the user to generate their own graphs and reports as needed and to best serve the project objectives. ADS will work with the City to ensure all appropriate personnel have login credentials and access.

The City currently utilizes the PRISM platform for monitors currently deployed in their system. As a valued client, ADS will be providing the PRISM platform for these monitors to the City at no charge for the first year of deployment. After this, PRISM will need to be renewed annually.

AGREEMENT

Agreed to

City of Westminster, CO
6575 W. 88th Ave.
Westminster, CO 80031
awalsh@westminsterco.gov

Date 1/22/2025

Agreement

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ADS' Terms and Conditions supersede any terms and conditions in any documentation submitted by you and/or your company as a buyer of ADS products.

ADS Hardware items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Client Name: _____

Date: _____

Signature: _____

ADS Name: _____

Date: _____

Signature: _____

ABOUT US



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Technology Overview

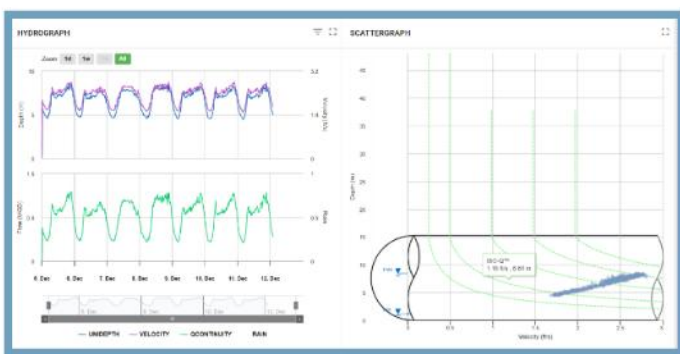
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