



### Amendment No. 1

THIS AMENDMENT NO. 1 (“Amendment”) made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the City of West Lafayette Wastewater Treatment Utility (“Owner”) and ADS, LLC (“ADS”). Collectively, Owner and ADS are referred to as the “Parties”.

WHEREAS, on January 1st, 2011 the Owner and ADS entered into an Agreement Between Owner and ADS for Professional and/or Technical Services (“Agreement”) for comprehensive service; and

WHEREAS, the Owner and ADS desire to modify the scope and compensation under the Agreement in this Amendment; and

WHEREAS, the total dollar value of the Agreement will increase by \$34,305.00 (for a total contract value of \$138,381.00); and

WHEREAS, all terms and conditions of the Agreement remain unchanged, except as modified herein.

NOW THEREFORE, the Parties agree to modify the Agreement as follows:

Article 1 of the Agreement is amended and supplemented to include the following agreement of the Parties. ADS shall provide Basic and Additional Services as set forth below.

#### Part 1 –Basic Services

1. New Equipment and Installation
  - ADS will provide one (1) FlowShark model CG flow monitor with cellular telemetry and analog outputs for measurement of the effluent from the City’s wet weather facility.
  - ADS will provide two (2) Rain Alert II Rainfall monitors with cellular telemetry and 8” diameter siphoning and heated tipping buckets at locations to be determined by the City.
  - ADS will replace one (1) City owned tipping bucket at the WWTP with a new 8” diameter siphoning and heated tipping bucket.

#### 2. Comprehensive Field Services

ADS will perform comprehensive operation and maintenance field services on the new ADS flow monitor and ADS Rain Gauges. These services are identical to what ADS provides for the existing City owned ADS equipment.

3. Data Processing, Analysis Services, and Reporting Services

ADS will provide data processing and reporting services for the new ADS flow monitor and new ADS Rain Gauges including data collection, data auditing, and data editing. These services are identical to what ADS provides for the existing City owned ADS equipment.

4. Web-based Reporting

ADS will provide web-based data access, alarming and reporting via Intelli-serve for the new ADS flow monitor and new ADS Rain Gauges. These services are identical to what ADS provides for the existing City owned ADS equipment.

Exhibit C is hereby modified as shown in the attached Exhibit C.

**Exhibit C.**

<b>Item</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total</b>
New ADS FlowShark- CG flow monitors at Wet Weather Facility effluent	1	\$11,500.00	\$11,500.00
Installation of new ADS FlowShark flow monitors at Wet Weather Facility	1	\$1,350.00	\$1,350.00
New ADS Rain Alert II Rainfall Monitor with 8-inch tipping bucket	2	\$2,575.00	\$5,150.00
Adder for upgrade to Siphoning tipping bucket	2	\$650.00	\$1,300.00
Adder for upgrade to Heater for Siphoning tipping	2	\$1,800.00	\$3,600.00
Installation of new ADS Rain Alert II Rainfall Monitors and tipping buckets	2	\$350.00	\$700.00
Replacement of existing tipping bucket with new 8" siphoning and heated tipping bucket	1	\$3,425.00	\$3,425.00
Comprehensive Maintenance for one (1) ADS Flow Monitor and two (2) Rain Gauges <b>(per meter per month)</b>	8	\$355.00	\$2,840.00
Data Processing for one (1) ADS Flow Monitor and two (2) Rain Gauges <b>(per meter per month)</b>	8	\$330.00	\$2,640.00
Cellular communication fees for one (1) ADS Flow Monitor and two (2) Rain Gauges <b>(per meter per month)</b>	24	\$25.00	\$600.00
IntelliServe web hosted access for one (1) ADS Flow Monitor and two (2) Rain Gauges <b>(per site per month)</b>	24	\$50.00	\$1,200.00
<b><u>Total Cost (8 months)</u></b>			<b>\$34,305.00</b>

IN WITNESS WHEREOF, the Parties hereby agree through this Change Order to amend the existing Agreement, which shall be effective as of the date first above written:

City of West Lafayette Wastewater  
Treatment Utility:

ADS LLC

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

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

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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