

**AMENDMENT NO. 3
to the Contract for Purchase of Services (Design Professional)
between the City of Madison and Vierbicher Associates, Inc.
(Lower Badger Mill Creek Lift Station)
Contract No. 6074**

RECITALS:

Whereas, the parties, the City of Madison (“City”) and Vierbicher Associates, Inc. (“Contractor”) entered into a contract for purchase of professional design services for the Lower Badger Mill Creek Lift Station on June 28, 2007 which included providing one draft and one final revised set of plans and specifications, and

Whereas, the City requested Consultant on seven occasions to provide changes to the plans and specifications beyond the scope of the original contract as follows:

1. Add the future gas main in the plan and profile view.
2. Revise pavement replacement extents shown in the plan view to include the entire roadway on Mid Town Road.
3. Include proposed road grades in the profile view
4. Add a typical roadway cross section for Mid Town Road
5. Move the force main on Hidden Hill Drive
6. Move the gravity sanitary sewer on Shady Point Drive to enable abandonment of the Shady Point Drive lift station easement (this location change will require recalculating the proposed sewer inverts and revising them in the profile)
7. Lower the inverts of SAS #'s 3 & 4 to obtain 10 feet of depth.
8. Change text and add additional text to the specifications as requested by the Sales Engineer for Flygt Pumps.

Work for these services shall be performed on a time and expense basis.

Whereas, additional fees for the additional scope shall be as follows:

Project Task	Project Team Member	Hourly Rate	Estimated Hours/Exp.
Lift Station, Force Main & Gravity Sewer Plans & Specifications	Project Manager	\$ 110.00	30
	Project Engineer	\$ 85.00	1
	Drafter	\$ 77.50	32
	Administrative Assistant	\$ 57.50	0
	Expenses		\$ 0

Whereas, the City requested Consultant to provide construction administration services with regard to the lift station construction beyond the scope of the original contract as follows:

1. Review lift station shop drawings as needed and requested by the City.
2. Answer questions arising regarding the intent or interpretation of the plans and specifications as needed and requested by the City.
3. Assist the City with issuing construction bulletins and change orders as needed and requested by the City.

Work for these services shall be performed on a time and expense basis.

Whereas, additional fees for the additional scope shall be as follows:

Project Task	Project Team Member	Hourly Rate	Estimated Hours/Exp.
Lift Station, Force Main & Gravity Sewer Plans & Specifications	Project Manager	\$ 110.00	12
	Project Engineer	\$ 85.00	8
	Drafter	\$ 77.50	4
	Administrative Assistant	\$ 57.50	4
	Expenses		\$ 0

NOW, THEREFORE, the parties hereby agree to Amend the above-named Contract # 6074, executed by the City on June 28, 2007 (the "Contract"), as follows:

1. The Contractor shall perform the extra services described above.
2. The City agrees to pay the Contractor additional fees to be billed on a time and expense basis for the extra services described above, using the payment schedule described above. Total cost shall not exceed **\$8,405.**
3. All other terms and conditions of the original Contract shall remain in effect.

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IN WITNESS WHEREOF, the parties hereto have set their hands at Madison, Wisconsin.

Vierbicher Associates, Inc.

(Witness)

BY: _____
William N. Biesmann, PE – Water
Resources/Environmental Group Leader

Date: _____

Date: _____

**CITY OF MADISON, WISCONSIN
a municipal corporation**

By: _____
David J. Cieslewicz, Mayor

Date: _____

By: _____
City Clerk

Date: _____

Approved:

Approved as to Form:

Dean Brassler, City Comptroller

Michael May, City Attorney

Date: _____

Date: _____