

**ADDENDUM No. 1 TO THE
CONTRACT FOR PURCHASE OF SERVICES
(DESIGN PROFESSIONALS)
WITH MSA PROFESSIONAL SERVICES, INC.
FOR THE YAHARA RIVER HYDRAULIC AND HYDROLOGIC EVALUATION**

RECITALS

This addendum is for unrelated work and consists of additional floodplain model evaluation for the Yahara River between Lake Mendota and Token Creek.

1. On July 28, 2009, the City of Madison, hereinafter called the "City" and MSA Professional Services, Inc., hereinafter called the "Consultant" entered into a contract for a Hydraulic Evaluation of the STH 113 Bridge and Adjacent Railroad Bridge over the Yahara River, authority provided under Legislative File No. 16068.
2. Article 9 and Article 10, of the contract, provided for amendment of the contract for additional services.
3. The City has authority to enter into this addendum provided by Council Legislative File No. 16068.

NOW THEREFORE, The City and the Consultant hereby agree to amend the contract as follows:

SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS

A. PROJECT DESCRIPTION

Services under this agreement will correct erroneous or incomplete data previously provided to the Consultant; perform additional hydraulic modeling to evaluate floodplain and floodway modifications above Lake Mendota; and apply for a change to the FEMA map released on January 2, 2009, as such map appears to be incorrect in comparison with the findings resulting from previous work conducted under the original contract.

Specific service tasks are as follows:

1. Terrain Data: Revise terrain data in hydraulic model due to error in original marsh bathymetry data provided by City. Estimated task fee **\$1,456**.
2. Hydrologic Model: Reconstruct HMS model in entirety above the STH 113 bridge due to inadequacy of detail of existing model by Black & Veatch (2003). Estimated task fee **\$2,416**.
3. Letter of Map Revision: Prepare a Letter of Map Revision (LOMR) for the Yahara River between Lake Mendota and Token Creek. Estimated Task fee **\$9,400** (subtask fees detailed below).
 - a. Coordination Meetings
Meet with City staff, WDNR, County staff, and County consultant (MARS) to discuss findings of MSA calibration memos and MARS' work at the Tenney Dam. Make agreement regarding 100-year model conditions

such as rainfall distribution/duration, boundary conditions, etc. Allowance made for follow-up meeting, if necessary, prior to H&H submittal to DNR. Estimated subtask fee **\$1,200**. *** Assumes that direct coordination with FEMA is not required and that the WDNR has authority to agree to such conditions.*

- b. H&H Information Submittal to WDNR
Finalize 100 year flow modeling based on agreed conditions. WDNR requires a submittal checklist to be filled out, which includes the need for data tables in a certain format, mapping of the floodplain, narrative with certain elements, etc. Some of narrative elements are captured in memos, but additional reporting and formatting may be necessary. Estimated subtask fee **\$2,200**.
- c. DNR Review
Anticipate some questions by DNR staff and likely some minor modifications. Allowance for correspondence, model revision, and resubmittals. Estimated subtask fee **\$1,200**.
- d. LOMR Submittal
Fill out MT-2 Foms 1 and 2. Create floodway tables and flood profile panel, GIS database for FIRM map and cross sections, and compile Technical Support Data Notebook (TSDN) for inclusion with MT-2 (with copies for City and file). Assume that mapping revision is limited to Yahara River between Lake Mendota and confluence with Token Creek. Estimated subtask fee **\$3,600**. ***City is responsible for any FEMA review fees (anticipated to be \$4400 for revision including new hydrology).*
- e. FEMA Review
Respond to questions by FEMA staff and prepare minor modifications as response. Estimated subtask fee **\$1,200**. *** Assumes that any public noticing requirements will be executed by City Staff.*

B. PROJECT COSTS

Services described will be provided on an hourly basis plus expenses. The limiting fee for services described above is \$13,272. The amount listed above shall not be exceeded without prior written approval of the City.

C. PROJECT SCHEDULE

In general, the services described herein may start immediately upon approval of this Addendum by the City. Services described in this agreement with the exception of Task 3.e are expected to be completed by December 31, 2010. Schedule for Task 3.e is entirely dependent on FEMA reviewer's availability.

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

CONSULTANT

MSA Professional Services, Inc.

(Name of Contracting Entity)

Jim H. B.
(Witness)

By:

[Signature]
(Signature)

Date: 8/10/10

MICHAEL J. MALONEY
(Print Name Here)

Date: 8/10/10

Check the box that applies:

(Name)

is a sole proprietor.

(Name)

is a partner duly authorized to bind the partnership.

MICHAEL J. MALONEY
(Name)

is a corporate officer duly authorized to bind the corporation.

(Name)

is duly authorized by the limited liability company.

CITY OF MADISON, WISCONSIN
a municipal corporation

By: _____
David J. Cieslewicz, Mayor

Date: _____

By: _____
Ray Fisher, City Clerk

Date: _____

Approved as to Form:

Dean Brassler, City Comptroller

Michael P. May, City Attorney

Date: _____

Date: _____

Kevin Houlihan, Risk Manager

Date: _____