

**ADDENDUM No. 1 TO THE**  
**CONTRACT FOR PURCHASE OF SERVICES**  
**(DESIGN PROFESSIONALS)**  
**WITH MSA PROFESSIONAL SERVICES, INC.**  
**FOR THE FLOODPLAIN ANALYSIS OF THE UPPER BADGER MILL CREEK**

**RECITALS**

This addendum is for additional work beyond the scope of the existing agreement and consists of additional floodplain model evaluation for the Upper Badger Mill Creek.

1. On February 23, 2011, the City of Madison, hereinafter called the “City” and MSA Inc., hereinafter called the “Consultant” entered into a contract for an Evaluation of the Floodplain Remapping Study for the Upper Badger Mill Creek PD south to limits authority provided under Legislative File No. 21264.
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. (TO BE FILLED IN BY ME).

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 include the following additions to the scopes of Tasks 4, 6 and 7 of the original Contract:

Amendment to Task 4 – Hydraulic Model: MSA and the City have collaborated on the design of an overflow section on the Nesbitt Road Pond, which the City anticipates constructing in Fall 2014. MSA has created an “existing conditions” to estimate pre-project floodplain elevations, a “proposed condition” model to evaluate the effects of the overflow section on floodplain elevations, and upon completion of construction, MSA will create a “post-project conditions” model to evaluate as-built conditions of the project. MSA will prepare a comparative analysis of floodplain elevations predicted by the models as required by FEMA. No specific deliverables will be added under this task; model results and summaries will be part of the deliverables included in Task 7.

Amendment to Task 6 – Floodway/Floodplain Mapping: MSA created the mapping product as specified in Task 6 of the original contract, but in the context of the “proposed condition” hydraulic model and in support of a CLOMR (rather than a LOMR – see Task 7 amendment below). Upon completion of the “post-project conditions” model MSA will revise the map product as necessary to reflect the floodplain resulting from as-built conditions. Deliverables will be as originally specified in Task 6.

Amendment to Task 7 – TSDN Compilation: MSA created a Technical Support Data Notebook (TSDN) as specified in Task 7 of the original contract, but in the support of a Conditional Letter of Map Revision (CLOMR) rather than a LOMR, as part of the violation remediation order by FEMA. Upon completion of the “post-project conditions” model MSA will re-compile the TSDN in its entirety, for submittal to FEMA for removal of the Conditional status of the original LOMR. Deliverables will be as originally specified in Task 7, but utilizing “post-project” conditions rather than “existing” conditions.

**D. PROJECT COSTS**

Services described will be provided on an hourly basis plus expenses. The limiting fee for services described above is \$7,256.00. The amount listed above shall not be exceeded without prior written approval of the City.

**E. PROJECT SCHEDULE**

Services described will be completed within approximately 120 days of the construction of the improvements to the Nesbitt Pond outlet. Improvements are anticipated to be completed by November 30, 2014; therefore, completion of the described services are anticipated to be complete by March 31, 2015.

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

**CONTRACTOR**

\_\_\_\_\_  
(Type or Print Name of Contracting Entity)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name and Title of Person Signing)

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

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

By: \_\_\_\_\_  
Paul R. Soglin, Mayor

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

**Approved:**

\_\_\_\_\_  
David P. Schmiedicke, Finance Director

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

By: \_\_\_\_\_  
Maribeth Witzel-Behl, City Clerk

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

**Approved as to Form:**

\_\_\_\_\_  
Eric T. Veum, Risk Manager

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

\_\_\_\_\_  
Michael P. May, City Attorney

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

**NOTE: Certain service contracts may be executed by the designee of the Finance Director on behalf of the City of Madison:**

By: \_\_\_\_\_  
Kathryn L. Schwenn, CPA, Accountant 3  
Designee of Finance Director

\_\_\_\_\_  
Date

MGO 4.26(3) and (5) authorize the Finance Director or designee to sign purchase of service contracts when all of the following apply:

- (a) The funds are included in the approved City budget.
- (b) An RFP or competitive process was used, or the Contract is exempt from competitive bidding under 4.26(4)(a).
- (c) The City Attorney has approved the form of the Contract.
- (d) The Contract complies with other laws, resolutions and ordinances.
- (e) The Contract is for a period of 1 year or less, OR not more than 3 years AND the average cost is not more than \$50,000 per year, AND was subject to competitive bidding. (If over \$25,000 and exempt from bidding under 4.26(4)(a), regardless of duration of the Contract, the Common Council must authorize the Contract by resolution and the Mayor and City Clerk must sign, per 4.26(5)(b).)

Emergency Service contracts may also be signed by the designee of the Finance Director if the requirements of MGO 4.26(3)(c) are met.