

# AMENDMENT TO AGREEMENT

Amendment dated April 24, 2024

The Agreement for Professional Services made as of January 26, 2022 between Sauk County (OWNER) and Ayres Associates Inc, 700 Pilgrim Way, Suite 180, Green Bay, WI 54304 (CONSULTANT) is hereby amended as set forth below.

## REASON FOR AMENDMENT

While completing the scope of work described in the January 26, 2022 Agreement, CONSULTANT became aware of a potentially significant scour hole at the toe of Delton Dam's spillway, which likely caused the failure of the fishing platform immediately downstream. Given the unprotected toe at the base of the spillway, which extends all the way across the river channel, additional scour and spillway undermining may also be present. These issues, if present and left unaddressed, could pose a significant threat to the safety of the dam. Therefore, a full underwater inspection of the area immediately downstream of the dam is warranted. With the information obtained from this inspection, CONSULTANT will be able to prepare a conceptual repair plan to address the collapsed fishing platform and potential scour and undermining of the spillway. Currently, not enough information is available to develop a repair plan with a reasonable level of confidence.

To date, the \$20,000 not-to-exceed limit of the January 26, 2022 Agreement has been expended. Work completed to date includes two visits to the dam to inspect the site and take GoPro videos, coordination with the OWNER and the Wisconsin Department of Natural Resources (WDNR), assistance with preparing a Municipal Dam Grant application, preparation of conceptual repair options and cost estimates, and research related to the dam's construction and past flood events.

## CHANGES TO ORIGINAL AGREEMENT

1. Delete the entire *Scope of Services* section and replace with the following:

CONSULTANT shall coordinate and attend an underwater inspection of the spillway toe and of the area surrounding the fishing platform. Dive services will be subcontracted, and Ayres will be onsite to assist and take notes. The dive will be focused on determining the extent of downstream scour and identifying areas where undermining or other issues may be occurring at the downstream toe. The inspection will also consist of depth soundings taken from the toe of the spillway to approximately 30 ft downstream so that potential scour areas can be mapped in future design Drawings, if necessary. Following the underwater inspection, CONSULTANT shall prepare a dive inspection report summarizing the key findings, prepare an updated conceptual repair plan, and develop an estimate of total project costs to complete the proposed repair. These deliverables will be provided to OWNER for review and comment. Based on the OWNER's review, CONSULTANT shall prepare a final set to be provided to OWNER.

2. To *Responsibilities of Owner and Others*, add the following paragraph:

To be successful, the underwater inspection will require that flow over the primary overflow spillway is minimized to the extent feasible so that the diver can safely access the downstream toe and carefully observe underwater conditions. OWNER shall keep CONSULTANT informed of current lake levels and shall coordinate a minor drawdown of Mirror Lake, if needed, to facilitate the underwater inspection.

3. To *Additional Services*, add the following paragraph:

Following the underwater inspection and development of a conceptual repair plan, full engineering design, bidding, and construction services for the proposed repair can be negotiated separately. These services are not included as part of this Amended Agreement.

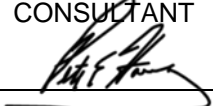
4. Delete the entire *Time Schedule* section and replace with the following:

We expect that a dive inspection will occur in June or July of 2024, or whenever conditions are such that the work can be completed safely. Following the date of the dive inspection, CONSULTANT shall provide to OWNER a set of draft deliverables within 30 calendar days. After receipt of OWNER's review comments, if any, CONSULTANT shall finalize the deliverables within 10 calendar days.

5. Delete the entire *Fee* section and replace with the following:

We will complete the services described in this Amended Agreement for a lump sum of \$9,200. This brings the total not-to-exceed cost of the Agreement to \$29,200.

In Witness Whereof, the parties hereto have made and executed this Amendment to Agreement as of the day and year first written above.

OWNER		Ayres Associates Inc
		CONSULTANT
	(Signature)	
	(Typed Name)	Peter Haug
	(Title)	Manager – Water Resources
	(Date)	April 24, 2024