

# AMENDMENT TO AGREEMENT (2)

Amendment dated August 26, 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) and amended on April 24, 2024 is hereby amended again as set forth below.

## REASON FOR AMENDMENT

While completing the scope of work described in the January 26, 2022 Original 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, CONSULTANT suspected that 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.

To address these concerns, the Original Agreement was amended to include an underwater inspection of the area immediately downstream of the dam. The underwater inspection, which was completed on June 12, 2024, identified scour and undermining that has developed downstream of the dam's overflow spillway, auxiliary spillway, and fishing platform. Based on these findings, CONSULTANT prepared a conceptual repair plan to address the collapsed fishing platform and the documented scour and undermining. The conceptual repair plan consists of grout bags to be installed underwater to fill and protect undermined areas of existing spillways and removal and replacement of the fishing platform with a terraced gabion basket structure.

With the Scope of Services for Amendment 1 now complete, CONSULTANT presents Amendment 2 (this document) to OWNER for review. Amendment 2 expands Amendment 1 to include engineering design, bidding assistance, and construction observation/administration for the conceptual repair plan developed under Amendment 1.

## CHANGES TO AMENDED AGREEMENT

Add the following tasks to the *Scope of Services*:

1. For Design Phase, after receiving written notification from OWNER, CONSULTANT shall:
  - Prepare a set of preliminary design documents based upon the conceptual repair plan developed under Amendment 1. Preliminary design documents shall include a set of Drawings, an outline of technical Specifications, and an opinion of probable project cost. CONSULTANT shall present the preliminary design documents to OWNER via virtual meeting.
  - Following OWNER's acceptance of the preliminary design documents, CONSULTANT shall prepare a final set of Drawings, technical Specifications, and a revised opinion of probable project cost and provide these final design documents to OWNER for review and approval.
  - Following OWNER's acceptance of the final design documents, CONSULTANT shall submit these documents and a Ch. 31 permit application to repair the dam, on OWNER's behalf, to the WDNR. CONSULTANT shall pay the permit application review fee, estimated to be approximately \$500, and invoice OWNER for reimbursement including a 10% administrative fee.
2. For Bidding Phase, after receiving written notification from OWNER, CONSULTANT shall:
  - Prepare a set of construction contract documents based on the approved Drawings and Specifications for the project and front-end contract language from EJCDC C-700 Standard General Conditions of the Construction Contract.

- Assist OWNER with advertising the project for public bidding. CONSULTANT's services include advertising to obtain bids for one prime construction contract. CONSULTANT shall administer bidding using the QuestCDN online platform.
  - Attend one onsite pre-bid meeting at the site.
  - Answer contractor questions, review substitution requests, and issue addenda, as needed.
  - Facilitate a virtual bid opening where submitted bids will be opened electronically via QuestCDN and read aloud.
  - Submit the OWNER's selected bid to the WDNR for review and approval, a requirement under the Municipal Dam Grant Program.
  - Prepare and circulate to all parties a construction contract for review and approval.
3. For Construction Phase, after a fully executed construction contract is in force, CONSULTANT shall:
- Make up to four visits to the site at various points during and after construction, as CONSULTANT deems appropriate. CONSULTANT shall document site visits in field reports to be submitted to the OWNER, contractor, and WDNR.
  - Facilitate weekly meetings with OWNER and contractor during construction.
  - Review submittals and shop drawings submitted by contractor.
  - Review applications for payment submitted by contractor.
  - Issue a substantial completion certificate, and punch list, as appropriate.
  - Assist OWNER with closing out the construction contract.
4. For Post-Construction Phase, after a fully executed construction contract is in force, CONSULTANT shall:
- Prepare and submit to the WDNR a set of record drawings based on contractor markups provided to CONSULTANT following construction.
  - Prepare and submit to the WDNR a letter of conformance to contract documents, as appropriate.
  - Prepare and submit to the WDNR construction photos and test reports, as appropriate.
  - Assist the OWNER with completing the WDNR's Municipal Dam Grant reimbursement form. OWNER will provide to CONSULTANT copies of invoices and canceled checks to support reimbursement requests. CONSULTANT shall provide completed form to OWNER for final review and submittal to the WDNR.

5. To *Additional Services*, add the following paragraphs:

CONSULTANT's scope of services and fee are based on the understanding that the repairs shall consist of grout bags, to be placed underwater, and terraced gabion baskets. Deviations from this plan, whether due to OWNER direction, WDNR direction, or because of information unavailable at the time of this amendment, shall entitle CONSULTANT to renegotiation of scope and fee.

CONSULTANT anticipates that currently available survey data are of sufficient quantity and quality to support design. If additional survey becomes necessary, CONSULTANT can provide this as an additional service.

CONSULTANT anticipates that construction will take place in 2025. Should construction occur later, due to reasons beyond CONSULTANT's control, CONSULTANT reserves the right to negotiate a fee increase accordingly.

6. To *Time Schedule*, add the following paragraph:

CONSULTANT shall submit to OWNER preliminary design documents within 45 calendar days of execution of this amendment.

Following OWNER's acceptance of preliminary design documents, CONSULTANT shall furnish to OWNER final design documents within 30 calendar days.

Following OWNER's acceptance of final design documents, CONSULTANT shall submit a WDNR Ch. 31 permit application within 5 calendar days.

CONSULTANT shall commence bidding-phase services upon receipt of written authorization from OWNER. CONSULTANT anticipates that bidding will take place in late winter or early spring of 2025.


CONSULTANT shall commence construction-phase services when a fully executed construction contract between the OWNER and a prime contractor is in place. CONSULTANT anticipates that construction will take place in summer or fall of 2025.

CONSULTANT shall commence post-construction-phase services when contractor's work is deemed by CONSULTANT to be complete.

7. 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 \$42,400. This brings the total not-to-exceed cost of the Agreement to \$71,600.

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)	August 26, 2024