



**PROPOSED ADDITION**  
 350 GROSS SQ. FT.  
 ON 2 FLOOR LEVELS

**PROPOSED OUTDOOR PATIO**  
 600 SQ. FT. WITH PERGOLA ABOVE

**EXHIBIT 'D'**

GRAND CANYON DRIVE

# EXHIBIT 'C'



6411 MINERAL POINT ROAD T/ 608 276 9200  
MADISON, WI 53705-4395 F/ 608 276 9204

## AMENDMENT TO CONTRACT

TO:	Jim Whitney City of Madison Dept. of Public Works City Engineering Division	DATE:	December 28, 2011
PHONE NUMBER:	(608) 266-4563 x414	PROJECT:	Fire Station #2 Remodel
FAX NUMBER:	(608) 264-9275	PROJECT NUMBER:	2011009
		CONTRACT TYPE & DATE:	Contract for Purchase of Services between City of Madison and Strang, Inc. May 26 <sup>th</sup> , 2011
		AMENDMENT NUMBER:	One

This amendment modifies Article 7 (Attachment No. 1). Add the following scope of services over and above the services described in Attachment #1, in Article II of Scope of Services: Structural engineering and Architectural services relating to the owner request to add a small addition to the exterior of the existing building. Additional services include wall sections, exterior elevations, pergola design, additional exterior wall details, several additional spec. sections and submission of site drawings for Urban Design and City of Madison approval.

The previous contract amount is: lump sum ninety five thousand dollars (\$95,000.00)

Add to the contract amount: lump sum six thousand six hundred dollars (\$6,600.00)

This amount will be invoiced as a lump sum

The new contract amount is: lump sum one hundred one thousand six hundred dollars (\$101,600.00)

The schedule is unchanged

The Terms and Conditions remain the same as in the original Contract.

Accepted:

Strang, Inc.

Signature: *Lawrence Barton*  
Printed name: LAWRENCE BARTON  
Title: PRESIDENT

Client:

Signature: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Title: \_\_\_\_\_

ARCHITECTURE  
ENGINEERING  
INTERIOR DESIGN

**AMENDMENT NO. 1  
to the Contract for Purchase of Services (Architect)  
between the City of Madison and Strang Inc.  
for design services of Fire Station No. 2 Remodel  
located at 421 Grand Canyon Drive  
Contract No. 6585 – Attachment No. 2**

RECITALS:

**Whereas**, the parties, the City of Madison (“City”) and Strang Inc. (“Architect” or “Contractor”) entered into a contract for purchase of architectural and engineering design services for Fire Station No. 2 Remodel on May 26, 2011, and,

**Whereas**, the amendment is the continuation of development and preparation of architectural and engineering design, plans and specifications, preparation of bid documents, assistance in the bid process and construction administration for the design of tenant improvement remodeling, including site development work, for Fire Station No. 2, located at 421 Grand Canyon Drive, and,

**Whereas**, the amendment is for extra services to provide additional structural engineering and civil engineering design to add a new building addition to the exterior of the existing building, and,

**Whereas**, the amendment is for extra services to provide additional architectural design to include exterior wall sections, exterior elevations, patio design, pergola design, landscape design, site lighting design, roof design, and specifications for the new building addition, and,

**Whereas**, the amendment is for extra plan review submittals to the Urban Design Commission and Park Towne Development to obtain site plan approvals for the new building addition, and,

**Whereas**, the cost for extra architectural and engineering design services including construction administration, shall be \$6,600, and,

**Whereas**, the extra professional design services shall include architectural, civil, landscape, structural, HVAC, plumbing, electrical engineering, fire protection, telecommunications, and other disciplines as required for Fire Station No. 2 remodeling, and,

**Whereas**, the 2012 Capital Budget includes Fire Department funding in account number CB72-58011-810640 for architectural and engineering consultant design services, an Architect consultant must be hired to design this additional project, and

**Whereas**, the additional services exceed the expenditure authorized in Resolution #RES-11-00349, and exceed the predicted quantity of work described in the existing contract, such that they are “Extra Services” under Sections 10 and 24 and not “Additional Services” under Section VII. of Attachment 1, and,

**NOW, THEREFORE**, the parties hereby agree to Amend the above-named Contract #6585, executed by the City on May 26, 2011 (the "Contract"), as follows:

1. Architect shall perform the extra services described in the attached fee summary letter Exhibit 'C' by Strang Inc., Section 3 of the Contract for Purchase of Services (Architect) shall be amended to attach and incorporate this document as "Attachment 2," by adding the following sentence to the list of attachments:

"Attachment 2 shall include the following exhibits:

Exhibit 'C': 1-page fee summary

Exhibit 'D': 1-page site plan

2. The City agrees to pay Architect an additional \$6,600 for the extra services described in paragraph 2 above, using the payment schedule described in Attachment 1, Section VI.

3. Section 23 of the "Contract for Purchase of Services (Architect)" is amended as follows:

**"23. COMPENSATION.**

It is expressly understood and agreed that in no event will the total compensation for services under this contract including Amendment 1 and all previous extra services authorizations exceed ~~\$95,000~~ \$ 101,600 (One-hundred-one-six-hundred & 00/100) except in the case of Additional Services properly authorized under Attachment 1, Section VII and for which the necessary budgetary authority exists."

4. Section 10 of the "Contract for Purchase of Services (Architect)" is amended as follows:

**"10. EXTRA SERVICES.**

The City may require the Architect to perform extra services or decreased services, according to the procedure set forth in Section 24. Extra services or decreased services means services which are not different in kind or nature from the services called for in the Scope of Services, Section 3, but which may increase or decrease the quantity and kind of labor or materials or expense of performing the services. Extra services may not increase the total contract price, as set forth in Section 23, unless the contract is amended as provided in Section 9 above, or unless the services are properly authorized as "Additional Services" under the procedures in Attachment 1, Section VII, and the necessary budgetary authorization is obtained."

5. All other terms and conditions of the original Contract shall remain in effect.

6. In the event of a conflict between any remaining terms and conditions of the original contract, and the amendments authorized herein, these amendments shall take precedent.

7. Effective date: this Amendment shall take effect upon execution by the Mayor on behalf of the City of Madison.

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

**CONTRACTOR**

Strang Inc.  
\_\_\_\_\_  
(Type or Print Name of Contracting Entity)

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

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

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

\_\_\_\_\_  
(Witness)

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: \_\_\_\_\_