



Date: September 9, 2016

To: Water Utility Board

From: Al Larson, PE, BCEE

Re: Justification for Amendment #3 to the Mead and Hunt Architectural Services Contract

Project: Operations Center Rebuild and Vehicle Storage Building Remodel – Paterson St.

Item #1 – Transfer Crane Redesign

Background: During construction and installation of the supporting structure for the transfer crane in the well maintenance shop, observations of the installed steel structure indicated that there was insufficient lifting height for the anticipated functions in the shop. A lift height of only 9 feet 4 inches was required for the transfer crane. This lifting height would make it challenging to lift 10 foot long well column and pump shaft. Discussions with Mead and Hunt and the contractor determined that the transfer crane could be raised to permit a lifting height of 11 feet. This required the support frame to be extended and the doorway to be structurally modified. This redesign is not a part of the Mead and Hunt scope of services and could not have been anticipated. This work is at the request of the utility.

Request to Increase Fee: Redesign of the structural elements is estimated to cost \$2,350. Architectural and construction administration fees are estimated to be \$4,962 for a total fee increase of \$7,312. A copy of the letter proposals from GRAEF and Mead and Hunt are attached for your information and use.

Recommendation: This change will greatly improve functionality of the transfer crane system within the shop area. The lower lift height of the transfer crane was not picked up by MWU staff during project review so was not revised prior to bidding. The additional fee requested for this change is reasonable and it is recommended that these costs be included in Amendment #3 to the Mead and Hunt contract.

Item #2 – Back Fence Move and Parking Area Expansion

Background: During a review of the property records and easements of the Paterson Street site by Water Utility Surveyor David Renaud, it was discovered that the Utility owned an additional 33 feet on the southeast side of the property. This area had been mistakenly labeled as MGE property following a vacation of Railroad Street back in the 90's. Neither MGE nor City Real Estate was aware of this mistake. The additional property would provide valuable space for parking and vehicle travel on the back side of the building. To accommodate parking and traffic movement, the fence would be moved back and the area paved. This redesign is not a part of the Mead and Hunt scope of services and could not have been anticipated. This work is being requested by the Utility.

Request to Increase Fee: Architectural, engineering, and construction administration fees for the redesign of the additional parking lot and moving of the fence is estimated to be \$9,878. This includes modifying existing storm water permits, site layout configurations, and a redesign of the fence to go over a buried ATC transmission line. The location of the high voltage transmission main greatly complicates the fence move and drainage patterns. A copy of the letter proposal from Mead and Hunt is attached for your information and use.

September 9, 2016

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Recommendation: This change will greatly improve site space use and traffic movements, it will provide needed additional parking space, and it will make effective use of the additional property. This situation was unavoidable and could not have been anticipated by Mead and Hunt during design. It is fortunate that our surveyor, Mr. Renaud, discovered this property ownership error at a time when we can make changes to the project that will benefit the Utility. The additional fee requested for this change is reasonable and it is recommended that these costs be included in Amendment #3 to the Mead and Hunt contract.

Item #3 – Additional Design Services on the Vehicle Storage Building Project

Background: We are finalizing the design of the improvements for Phase 2 of the Paterson Street project, the Vehicle Storage Building Improvements. Two issues have come to light that are not included in the current scope of services for Mead and Hunt. This additional work is being requested by the Utility.

The first issue is the trench drains in the vehicle storage building are failing and need to be replaced and upgraded. These trench drains have to withstand heavy truck traffic and carry away mud and water brought in by those vehicles. This requires frequent cleaning of the drains. It is proposed to include this work in the upcoming contract.

The second issue is the skylights in the building are in need of replacement. They leak during heavy rainfall events and provide minimal natural light to the building. It is proposed to include this work in the upcoming contract.

Request to Increase Fee: Mead and Hunt has estimated a total fee of \$10,306 for design development, drawing preparation, and construction administration for this additional work. A copy of the letter proposal from Mead and Hunt is attached for your information and use.

Recommendation: Adding this work to the upcoming contract will repair and replace the failing trench drains while improving cleaning operations. It will greatly improve functionality of the skylights and eliminate roof leaks. It is reasonable to complete this work at the same time the other work is being completed. The fee requested by Mead and Hunt for this additional work is reasonable and it is recommended that these costs be included in Amendment #3 to the Mead and Hunt contract.

Total Fee Adjustment for Amendment #3

The total fee adjustment will therefore be \$27,496 for the work described in this amendment. We look forward to your favorable review of this request and adding this work to the project.



2440 Deming Way
Middleton, Wisconsin 53562
608-273-6380
meadhunt.com

August 8, 2016

Mr. Al Larson, PE BCEE
Water Utility Principal Engineer
Madison Water Utility
119 East Olin Avenue
Madison, WI 53713

Project Name: Transfer Cranes at OPS Facility
Project Location: Madison, Wisconsin
Agency: Madison Water Utility

RE: Request for Services

Dear Mr. Larson:

Mead & Hunt, Inc. (Mead & Hunt) is pleased to submit this proposal to provide architectural and engineering services for the above-referenced project.

Project Background and Understanding

The Paterson Street Operations Center project scope included transfer cranes per the direction of Madison Water Utility. The structural steel to support the cranes was installed by the Contractor prior to the completion of the shop drawing review for the cranes. As such, final coordination did not occur by the Contractor and the supports were installed at an incorrect height for the supplied cranes resulting in insufficient clearance for the specified pick height. The structural steel now needs to be modified to address this condition. Madison Water Utility has requested that the remediation details not only increase the height of the structural steel to meet the required pick height, but to provide the maximum clear height possible for flexibility. This change requires engineering for the revised columns and also the relocation and coordination of ceiling components including the large fan which is a part of the mechanical system for the building.

Scope of Services

After receipt of authorization to proceed, Mead & Hunt shall coordinate proposed work with structural and mechanical engineer. Prepare construction modification documents for contractor. Review contractor pricing. Observe construction installation and prepare record documents.

Responsibilities of Madison Water Utility

Our Scope of Services and Compensation are based on Madison Water Utility performing or providing the following:

- A designated representative with complete authority to transmit instructions and information, receive information, interpret policy, and define decisions.
- Access to the project site.
- Available data, drawings, and information related to the project.
- Protection of Mead & Hunt-supplied digital information or data, if any, from contamination, misuse, or changes.

Work Not Included in the Scope of Services

The following items are excluded from this agreement and will be provided by the Madison Water Utility or provided by Mead & Hunt, Inc. as an Additional Service only as authorized by the Madison Water Utility:

- Preparation of documents beyond those listed.
- Work completed by GRAEF is under separate contract.
- Payment of plan review or permitting fees for noted work.

Compensation

The work described under the Scope of Services will be performed on a lump-sum basis. Madison Water Utility will pay Mead & Hunt \$4,962 (Four Thousand Nine Hundred Sixty-Two Dollars) as professional services fees for the work performed under this contract.

- Lump Sum total: \$4,962
 - Construction Administrator: 8hrs x \$135/hr = \$1,080
 - Project Architect: 12hrs x \$133/hr = \$1,596
 - Mechanical Engineer: 4hrs x \$159 = \$636
 - Project Coordinator: 15hrs x \$110 = \$1,650

Project Schedule

This work is critical. We appreciate your prompt review and authorization for us to proceed with these services.

Authorization

The Scope of Services and Compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by Mead & Hunt.

Signatures of authorized representatives of Madison Water Utility and Mead & Hunt shall convert this proposal to an Agreement between the two parties, and receipt of one signed copy shall be considered authorization to proceed with the work described in the Scope of Services. All services shall be performed in accordance with the *General Terms and Conditions for Engineering, Architectural, or Consulting Services* which is attached hereto and made part of this Agreement and labeled as Exhibit A.

We appreciate the opportunity to submit this proposal to Madison Water Utility.

Respectfully submitted,

MEAD & HUNT, Inc.



Rich Lundeen
Project Manager

Attachment

Accepted by:

Approved by: MEAD & HUNT, INC.

By: _____

By:  _____

Name: _____

Name: Laurie L. Goscha

Title: _____

Title: Vice President

*The above person is authorized to sign for Client
and bind the Client to the terms hereof.*

Date: _____

Date 8/8/16



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June 23, 2015

Mr. Al Larson, PE BCEE
Water Utility Principal Engineer
Madison Water Utility
119 East Olin Avenue
Madison, WI 53713

SUBJECT: Fee Proposal for Transfer Cranes at OPS Facility

Dear Al:

On February 12, we were asked to prepare a professional labor budget to revise the well shop crane pick height. Below is the budget supplied based on the two required tasks:

\$1,500	<i>Extend Transfer Crane Columns Heights</i> To achieve the additional height, new column sections need to be spliced to the existing columns. The additional height will require two fifty feet supplementary diagonal braces between the three frames to meet the horizontal deflection limit. A new exterior masonry lintel is also required because the existing opening is not compatible with the revised height.
\$850	<i>Relocate Ceiling Fan</i> After the crane height revision, the current bottom of beam ceiling fan connection sets the fan elevation at a point where it interferes with the crane operation. A custom support detail with a member extending between roof joist and the wide flange beam is required.
\$2,350	<i>Total</i>

Structural Scope of Services:

For this project, as the Structural Engineer of Record, GRAEF proposes to provide the following basic services:

Construction Documents Phase (CD)

- Complete structural design
- Prepare construction drawings and issue as a Request for Cost Proposal.

Construction Administration Phase (CA)

- Receive and respond to contractor RFI's and review structural submittals.



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If you have any questions or comments regarding our scope or fees, please call me at (608) 242-1550.

Sincerely,

A handwritten signature in blue ink that reads "Eric M. Fink".

Eric M. Fink, P.E., S.E.
Project Manager

A handwritten signature in black ink that reads "Fred W. Groth".

Frederick W. Groth, P.E., S.E.
Principal

FWG:fwg

K:\Jobs2013\20135030\Project_Information\Contracts\Transfer Crane Modification 02 11
2016\CraneHeightAdditionalServicesProposal-20150623.docx



2440 Deming Way
Middleton, Wisconsin 53562
608-273-6380
meadhunt.com

Mr. Al Larson, PE BCEE
Water Utility Principal Engineer
Madison Water Utility
119 East Olin Avenue
Madison, WI 53713

Project Name: Fencing Relocation at OPS Facility
Project Location: Madison, Wisconsin
Agency: Madison Water Utility

RE: Request for Services

Dear Mr. Larson:

Mead & Hunt, Inc. (Mead & Hunt) is pleased to submit this proposal to provide architectural and engineering services for the above-referenced project.

Project Background and Understanding

Mead & Hunt was provided a Certified Survey Map of the property at the Madison Water Utility (MWU) Operations Building for our use in designing the Addition and Renovation to that facility. A fence was designed to be located at the property line based upon the information provided. It has now come to our attention that MWU owns an additional 33' to the east of the identified property line and as such, MWU has requested that the perimeter fence be relocated to include this additional property. This work is to be performed as a separate project from the original Operations Center project.

Scope of Services

After receipt of authorization to proceed, Mead & Hunt shall:

1. Obtain existing surface elevations and burial depth of ATC electrical duct bank from Madison Water Utility to confirm area can be graded to drain to the current collection system.
2. Design new foundation wall to include a cantilever or L-shape design.
3. Design grade beam at ATC duct bank (GRAEF)
4. Prepare revised grading plan.
5. Prepare site improvement plan for expanded asphalt parking area and relocated Gate 4. Utilize existing pavement design for new area.
6. Prepare revised electrical drawings in support of relocated Gate 4.
7. Prepare RFCP documents for contractor to price.
8. Review hydrology of the site to confirm the existing storm water design can accommodate the increased surface lot area.
9. Modify stormwater permit documents to include additional pavement area.

Responsibilities of Madison Water Utility

Our Scope of Services and Compensation are based on Madison Water Utility performing or providing the following:

- Provide elevations and depth of ATC electrical ductbank for design coordination.
- A designated representative with complete authority to transmit instructions and information, receive information, interpret policy, and define decisions.
- Access to the project site.
- Available data, drawings, and information related to the project.
- Protection of Mead & Hunt-supplied digital information or data, if any, from contamination, misuse, or changes.

Work Not Included in the Scope of Services

The following items are excluded from this agreement and will be provided by the Madison Water Utility or provided by Mead & Hunt, Inc. as an Additional Service only as authorized by the Madison Water Utility:

- Attendance at presentations or meetings to gain project approval. It is understood that the Madison Water Utility has coordinated with all City agencies and has received approval or will receive approval to pave the additional 33' section of property.
- Preparation of documents beyond those listed.
- Modifications to the landscaping design.
- Modifications or additions to the existing stormwater collection system. It is assumed that the ATC electrical duct bank is at sufficient depth to allow sheet drainage to the existing collection system. Should this not be the case, Mead & Hunt will meet with the Owner to discuss termination of the project or additional services.
- Payment of plan review or permitting fees for noted work.

Compensation

The work described under the Scope of Services will be performed on a lump-sum basis. Madison Water Utility will pay Mead & Hunt \$9,878 (Nine Thousand Eight Hundred Seventy-Eight Dollars) as professional services fees for the work performed under this contract.

- Lump Sum total: \$9,878
 - Construction Administrator: 16hrs x \$135/hr = \$2,160
 - Civil Engineer: 32hrs x \$139/hr = \$4,448
 - Structural Engineer: \$3,000
 - Electrical Engineer: 2hrs x \$135/hr = \$270

Project Schedule

This work is critical. We appreciate your prompt review and authorization for us to proceed with these services.

Authorization

The Scope of Services and Compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by Mead & Hunt.

Signatures of authorized representatives of Madison Water Utility and Mead & Hunt shall convert this proposal to an Agreement between the two parties, and receipt of one signed copy shall be considered authorization to proceed with the work described in the Scope of Services. All services shall be performed in accordance with the *General Terms and Conditions for Engineering, Architectural, or Consulting Services* which is attached hereto and made part of this Agreement and labeled as Exhibit A.

We appreciate the opportunity to submit this proposal to Madison Water Utility.

Respectfully submitted,

MEAD & HUNT, Inc.



Rich Lundeen
Project Manager

Attachment

Accepted by:

By: _____

Name: _____

Title: _____

*The above person is authorized to sign for Client
and bind the Client to the terms hereof.*

Date: _____

Approved by: MEAD & HUNT, INC.

By:  _____

Name: Laurie L. Goscha _____

Title: Vice President _____

Date August 4, 2016 _____

Mead & Hunt, Inc.
General Terms and Conditions ("General Terms") for Engineering,
Architectural, or Consulting Services
Wisconsin

1. Receipt of the attached signed Contract (Contracts, Proposal, or Letter) will be considered written authorization to proceed.
2. Mead & Hunt, Inc. will bill the Client monthly, according to the payment method set forth in the Contract, with net payment due within thirty (30) days. Past due balances shall be subject to an interest charge at a rate of 1% per month. In addition, Mead & Hunt, Inc. may, after giving ten (10) days' written notice, suspend service under any agreement until the Client has paid in full all amounts due it for services rendered and expenses incurred, including the interest charge on past due invoices. The fees or rates stated in the attached contract does not include any applicable state and local sales or use taxes or gross receipts taxes. Any such taxes shall be the sole responsibility of the Client to pay.
3. The fees and scope of services stated in the attached document constitute an estimate of the fees and tasks required to perform the services as defined. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may also reveal a change in direction which may alter the scope. If the Client requests modifications or changes in the scope of the project, the time of performance of Mead & Hunt, Inc.'s services and the fees shall be adjusted before Mead & Hunt, Inc. undertakes the additional work. Mead & Hunt, Inc. is not acting as a Municipal Advisor as defined by the Dodd Frank Act.
4. The Client shall be liable for and shall indemnify and hold Mead & Hunt, Inc. harmless for all costs and damages incurred by Mead & Hunt, Inc. for delays caused in whole or in part by the Client's interference with Mead & Hunt, Inc.'s ability to provide services, including, but not limited to, the Client's failure to provide specified facilities or information, or inaccuracies in documents or other information required to be provided by the Client to Mead & Hunt, Inc. Mead & Hunt, Inc. reserves the right to renegotiate the contract because of any unforeseen delays caused by events beyond Mead & Hunt, Inc.'s control, such as funding for the project.
5. The Client agrees to provide such legal, accounting and insurance counseling services as may be required for the project.
6. Mead & Hunt, Inc. will maintain insurance coverage for: worker's compensation, general liability, automobile liability, and professional liability. Mead & Hunt, Inc. will provide information as to specific limits upon written request. If the Client requires coverages or limits in addition to those that Mead & Hunt currently has in effect as of the date of the agreement, premiums for additional insurance shall be paid by the Client.
7. The limit of liability of Mead & Hunt, Inc. (including its current or former employees, officers, directors, or shareholders) to the Client for any damages will be for a period of twelve (12) months from the date of the last bill from Mead & Hunt, Inc. being first submitted to the Client regardless of whether or not such bill was paid by Client, and the extent that any liability including all damages (direct, consequential, indirect, incidental, or other damages), claims, costs, expenses and legal fees of Mead & Hunt, Inc. (including its current or former employees, officers, directors, or shareholders) and its sub-consultants to the Client or any and all third parties is limited to the amount of the fees billed by Mead & Hunt, Inc. to the Client during the 12-month period prior to the date of the last bill being first submitted to the Client.
8. Mead & Hunt, Inc. and the Client agree that the ultimate liability for contaminants or pollutants regardless of its source, and for the actual, alleged, or threatened discharge, dispersal, release, or escape of pollutants, mycotoxins, spores, smoke, vapors, soot, fumes, mold, acids, alkalis, toxic chemicals, mildew, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, buildings, the atmosphere, or body of water shall remain with the Client; and the responsibility and/or liability for any of the foregoing and for the Ownership and maintenance of any toxic, hazardous, or asbestos materials relating to the project shall remain with the Client.
9. Client and Mead & Hunt, Inc. shall not, during the term of the Contract or after the termination of the Contract for a period of one year disclose any Confidential Information to any person or entity, or use any Confidential Information to any person or entity, or use any Confidential Information for the benefit of Client or Mead & Hunt, Inc. as the case may be, or any other person or entity, except with the prior written consent of Mead & Hunt, Inc. or the Client, as the case may be, or as required by law. The term "Confidential Information" means information marked or designated by Mead & Hunt, Inc. or the Client as confidential. Confidential Information includes, but is not limited to, ideas, specifications, techniques, models, data, programs, documentation, processes, know-how, and financial and technical information.
10. Termination of the Contract by the Client or Mead & Hunt, Inc. with or without cause, shall be effective upon ten (10) days' written notice to the other party. The written notice may or may not include the reasons and details for termination. Mead & Hunt, Inc. will prepare a final invoice showing all charges incurred through the date of termination; payment is due as stated in Paragraph 2. If the Client breaches the Contract or if the Client fails to carry out any of the duties contained in these General Terms, Mead & Hunt, Inc. may, upon ten (10) days' written notice, suspend services without further obligation or liability to the Client.
11. Mead & Hunt, Inc. may release data, models, plans, CAD files, and/or drawings electronically or by any other means to any other party involved in the project; and if such release is not provided for in the Scope of Services, fees may be adjusted before the documents are prepared for electronic submittal. Data and image files, both electronic and hard copy (hereinafter "files") are part of Mead & Hunt, Inc.'s instruments of service and shall not be used for any purpose other than for the described project. Any reuse of files or services pertaining to this project or any other project shall be at the Client's sole risk and without liability or legal exposure to Mead & Hunt, Inc. Mead & Hunt, Inc. makes no representation as to compatibility of electronic files with the Client's hardware or software. Differences may exist between these electronic files and corresponding hard-copy documents. Mead & Hunt, Inc. makes no representation regarding the accuracy or completeness of the electronic files provided. In the event that a conflict arises between the signed or sealed hard-copy documents prepared by Mead & Hunt, Inc. and the electronic files, the signed or sealed hard-copy documents shall govern. Because information presented on the electronic files can be modified, unintentionally or otherwise, Mead & Hunt, Inc. reserves the right to remove all indicia of Ownership and/or involvement from each electronic display. Under no circumstances shall delivery of the files for reuse be deemed a sale by

Mead & Hunt, Inc. and Mead & Hunt, Inc. makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Mead & Hunt, Inc. be liable for any loss of profit, delayed damages, or any consequential damages as a result of reuse or changes to files or any data therein.

12. Mead & Hunt, Inc. will provide services in accordance with ordinary generally accepted standards of professional practices. Mead & Hunt, Inc. disclaims all warranties and guarantees, express or implied. The parties agree that this is a contract for professional services and is not subject to any Uniform Commercial Code. Similarly, Mead & Hunt, Inc. will not accept those General Terms offered by the Client in its purchase order, requisition, notice of authorization to proceed, or any other contractual document except as set forth herein or expressly agreed to in writing. Written acknowledgment of receipt or the actual performance of services subsequent to receipt of such other contractual document is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein. Nothing in the Contract and/or General Terms is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.
13. Mead & Hunt, Inc. cannot and does not guarantee that proposals, bids or actual project or construction costs will not vary from the actual and/or final project or construction costs or that the project or construction costs will not vary from the final costs of the project. The Client agrees to indemnify and to hold Mead & Hunt, Inc. harmless for any claim arising out of or related in any way to project or construction costs even if such claim arises out of and/or has been caused in whole or in part by negligence on the part of Mead & Hunt, Inc.
14. If the Client is a municipality or state authority or any government authority/agency, the Client agrees to indemnify and hold harmless Mead & Hunt, Inc. for all claims arising out of or related in any way to acts done by Mead & Hunt, Inc. in the exercise of legislative or quasi-legislative functions.
15. Neither the Contract nor these General Terms shall be construed as imposing upon or providing to Mead & Hunt, Inc. the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.
16. Mead & Hunt, Inc. shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of use, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages. Mead & Hunt, Inc. shall not be liable for any loss due to terrorism.
17. The Contract and these General Terms contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements not embodied herein shall be of any force or effect, and these General Terms supersedes any other prior understanding entered into between the parties on the subject matter hereof. The Contract and General Terms do not create any benefits for any third party. No waiver of compliance with any provision or condition hereof shall be effective unless agreed in writing duly executed by the waiving party.
18. The parties agree that Mead & Hunt, Inc.'s services in connection with the Contract and General Terms shall not subject any of Mead & Hunt, Inc.'s current or former employees, officers, directors or shareholders to any personal legal liability for any breaches of this agreement or for any negligence in performing any services in connection with this agreement even if such claim arises out of and/or has been caused in whole or in part by negligence on the part of Mead & Hunt, Inc.'s current or former employees, officers, directors or shareholders. Therefore, notwithstanding anything to the contrary contained herein, the Client agrees that the Client's sole and exclusive remedy, for any breach of contract or any negligent performance of services in connection with this agreement shall be a claim against Mead & Hunt, Inc., and any claim, demand, suit, or judgment shall be asserted only as against Mead & Hunt, Inc.'s corporate entity, and not against any of Mead & Hunt, Inc.'s current or former employees, officers, directors, or shareholders, and the Client covenants not to sue these individuals. Each of Mead & Hunt, Inc.'s current and former employees, officers, directors or shareholders are made express beneficiaries of this Paragraph.
19. None of the rights and/or obligations of either party hereunder may be assigned except with the prior written consent of the other party, and any attempted assignment without such consent shall be void.
20. The limitations and indemnity provided herein shall not apply to the willful or intentional acts of Mead & Hunt, Inc. or its employees, shareholders, officers, or directors. The Client acknowledges and agrees that it has had an opportunity to negotiate with respect to the limitations of the General Terms and understands and agrees that if those Paragraphs were not included herein the fees for the services provided in connection with the General Terms and Contract would be significantly higher. The Client further acknowledges that it is a sophisticated party with experience in the acquisition of design services.
21. If a dispute arises out of or relates to the Contract and/or General Terms, or its breach, the parties shall endeavor to settle the dispute first through direct discussions. If the dispute cannot be settled through direct discussions, the parties shall endeavor to settle the dispute by mediation. If mediation is unsuccessful, then the parties may exercise their rights at law.
22. If any term or provision of this Contract is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Contract shall remain in full force.
23. Nothing contained in the Contract or the General Terms shall create a contractual relationship with or a cause of action in favor of a third party against Mead & Hunt, Inc. Mead & Hunt, Inc.'s services under the Contract are being performed solely for the Client's benefit, and no other party or entity shall have any claim against Mead & Hunt, Inc. because of the Contract or General Terms or the performance or nonperformance of services hereunder.
24. The General Terms and the Contract shall be construed and interpreted in accordance with the laws of the state of Wisconsin. No action may be brought except in the state of Wisconsin.



2440 Deming Way
Middleton, Wisconsin 53562
608-273-6380
meadhunt.com

A/E/CONSULTANT REQUEST FOR ADDITIONAL SERVICES

August 25, 2016

Mr. Al Larson, PE BCEE
Water Utility Principal Engineer
Madison Water Utility
119 East Olin Avenue
Madison, WI 53713

Project Name: Paterson Street Operations Center
Project Location: 110 S. Paterson Street, Madison WI
Agency: Madison Water Utility

Dear Mr. Larson:

Mead & Hunt, Inc. is pleased to submit this request for additional services for the Material and Vehicle Storage Building Project at the Paterson Street Operations Center in Madison, Wisconsin. This letter will serve to outline the additional scope of services, proposed schedule, and the basis for compensation.

Additional Project Scope

The following scope items have been added to the project since the execution of Amendment No. 1 to the contract for services dated December 3, 2014, and Amendment No. 2 to the contract for services dated February 2, 2016:

1. Replace the existing trench drains in the Vehicle Storage Building.
2. Replace the existing skylights in the Vehicle Storage Building.

Additional Scope Understanding

The listed additional scope items will be incorporated into the work and into the construction documents for the Paterson Street Operations Center as requested by the Owner. We have provided professional services to incorporate this added scope in accordance with the previously submitted scope of services, and this proposal includes ongoing services for bidding and construction administration for the noted additional project scope.

Schedule

The listed additional scope items will not change the schedule for completion of the construction documents for the Material and Vehicle Storage Building Project at the Paterson Street Operations Center.

Compensation

The work described under the Scope of Services will be performed based upon the following compensation based on the Mead & Hunt Municipal Billing Rate Schedule (see attachment):

1. Replace existing Trench Drains in Vehicle Storage Building:

Design

Structural Engineer - 8 Hours @ \$133.00 = \$1064.00

CADD Technician – 4 Hours @ \$110.00 = \$440.00

Plumbing Designer – 8 Hours @ \$133.00 = \$1064.00

CADD Technician – 4 Hours @ \$110.00 = \$440.00

Subtotal \$3,008.00

Construction Administration

Shop Drawing Review by Engineer – 2 Hours @ \$133.00 = \$266.00

Construction Observation at Demolition – 2 Hours @ \$133.00 = \$266.00

Construction Observation at Installation – 4 Hours @ \$133.00 = \$532.00

Construction Observation at Final Inspection – 2 Hours @ \$133.00 = \$266.00

Subtotal \$1,330.00

2. Replace existing Skylights in Vehicle Storage Building

Design

Project Architect – 8 Hours @ \$139.00 = \$1112.00

CADD Technician – 24 Hours @ \$110.00 = \$2,640.00

Specification Writer – 4 Hours @ \$139.00 = \$556.00

Subtotal \$4,308.00

Construction Administration

Shop Drawing Review by Project Architect – 2 Hours @ \$139.00 = \$278.00

Construction Observation at Demolition – 2 Hours @ \$133.00 = \$266.00

Construction Observation at Installation – 4 Hours @ \$133.00 = \$532.00

Construction Observation at Final Inspection – 2 Hours @ \$133.00 = \$266.00

Subtotal \$1,342.00

Project Management – 2 Hours @ \$159.00 = \$318.00

We will bill these additional services on a lump sum basis not to exceed **Ten Thousand Three Hundred Six Dollars (\$10,306.00)**.

Our full team of Architects, Engineers, and Planners stands ready to complete this phase of the project. We look forward to making this a successful project for the Madison Water Utility and all stakeholders.

Respectfully submitted,

MEAD & HUNT, Inc.



Richard C. Lundeen AIA LEED AP
Senior Project Architect

MEAD & HUNT, Inc.
Municipal Billing Rate Schedule
Effective January 1, 2016

Standard Billing Rates

Clerical	\$64.00 / hour
Registered Land Surveyor	\$121.00 / hour
Interior Designer, Technical Editor, Biologist	\$97.00 / hour
Technician I, Technical Writer, Administrative Assistant.....	\$79.00 / hour
Technician II, Surveyor - Instrument Person	\$97.00 / hour
Technician III	\$110.00 / hour
Technician IV	\$125.00 / hour
Senior Technician	\$135.00 / hour
Engineer I, Scientist I, Architect I, Planner I	\$106.00 / hour
Engineer II, Scientist II, Architect II, Planner II	\$123.00 / hour
Engineer III	\$133.00 / hour
Senior Engineer, Senior Scientist, Senior Architect, Senior Economist.....	\$139.00 / hour
Project Engineer, Project Scientist, Project Architect, Project Planner	\$147.00 / hour
Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Planner.....	\$159.00 / hour
Senior Associate, Principal	\$175.00 / hour

Expenses

Geographic Information or GPS Systems	\$32.00 / hour
Total Station Survey Equipment.....	\$16.00 / hour
<i>Charges for other equipment may appear in a proposal</i>	
Out-Of-Pocket Direct Job Expenses.....	cost plus 15%
Such as reproductions, sub-consultants / contractors, etc.	

Travel Expense

Company or Personal Car Mileage	\$0.70 / mile
Air and Surface Transportation.....	cost plus 15%
Lodging and Sustenance	cost plus 15%

Billing & Payment

Travel time is charged for work required to be performed out-of-office.

Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days from the date of the invoice. An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after the date of invoice.

This schedule of billing rates is effective January 1, 2016 and will remain in effect until December 31, 2016, subject to the terms and conditions in the Agreement.