

**AMENDMENT NO. 3
to the Contract for Purchase of Services (Architect)
between the City of Madison and Engberg Anderson Inc.
for Midtown Police Station
Contract No. 7546 – Attachment No. 6**

RECITALS:

WHEREAS the parties, the City of Madison (“City”) and Engberg Anderson Inc. (“Architect” or “Contractor”) entered into a contract for the purchase of architectural and engineering schematic design services for the Midtown Police Station project on July 17, 2015; and,

WHEREAS the amendment is the continuing development and preparation of architectural and engineering design, plans and specifications, and construction administration services for the design and construction of the Midtown Police Station located at 4018 Mineral Point Road; and,

WHEREAS the amendment is to provide additional architectural and engineering design services during the construction administration phase; and,

WHEREAS Engberg Anderson Inc. provided necessary building design changes during the construction phase at the request of the City that included a variety of design modifications to the plans and specifications; and,

WHEREAS the design modifications included minor changes to the floor finishes in the public lobby, stained glass windows mounting heights, automatic door operators, door hardware, Incident Room electrical power and data outlets, dressing stall partitions in the locker rooms, break room countertop, toilet accessories, flagpole relocation, window blinds changes at the break room, landscape stone wall extension, motorcycle parking area, blower door test support, elevator equipment room inspection coordination, and similar items during the construction phase; and,

WHEREAS the 2016 Capital Budget includes funding in account number 10390-31-140 for architectural and engineering design services, an Architect consultant must be hired to design these additional services; and,

WHEREAS, the additional services exceed the expenditure authorized in Resolution #RES-15-00523, and exceed the predicted quantity of work described in the existing contract, such that they are “Extra Services” under Sections 10 and 24; and,

NOW, THEREFORE, the parties hereby agree to amend the above-named Contract #7456, executed by the City on July 17, 2015 (the “Contract”), as follows:

1. Architect shall perform the extra services described in Attachment No. 1 Scope of Services. Section 3 of the Contract for Purchase of Services (Architect) shall be amended to attach and incorporate this document as “Attachment No. 6,” by adding the following sentence to the list of attachments:

“Attachment No. 6 shall include the following exhibits:

Exhibit D: 1-page Engberg Anderson Inc. additional design fee letter dated October 31, 2018.

2. The City agrees to pay Architect an additional \$7,775.00 for the extra services described in paragraph 1 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 No. 2 and all previous extra services authorizations exceed ~~\$116,250~~ ~~\$562,500~~ \$570,275 (Five-hundred-seventy-thousand-two-hundred-seventy-five & 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.

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

(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: _____