

**AMENDMENT NO. 1
to the Contract for Purchase of Services (Architect)
between the City of Madison and Engberg Anderson, Inc.
for Metro Transit Hanson Road Satellite Bus Facility Remodel
Contract No. 9085 – Attachment No. 2**

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 design services for the Metro Transit Hanson Road Satellite Bus Facility Remodel project on August 23, 2022; and,

WHEREAS the amendment is the continuing development and preparation of architectural and engineering design, plans and specifications, preparation of bid documents, assistance in the bid process and construction administration services for the design and construction of the Metro Transit Hanson Road Satellite Bus Facility located at 3829 Hanson Rd and 3901 Hanson Rd; and,

WHEREAS the amendment includes additional architectural and engineering design services for various change of scope items for concrete floor and trench drain removal and replacement, storefront window and metal wall panel infill, revised and additional overhead doors, overhead crane, in-ground lifts, LED light fixtures replacements, additional exterior wall light fixtures with photometric site plan, audio/visual equipment design, pantograph pad relocation, and fire pump room relocation; and,

WHEREAS additional professional design services shall include civil, landscaping, architectural, structural, HVAC, plumbing, electrical power & lighting, fire protection, technology, and other disciplines as required; and,

WHEREAS the 2024 Capital Budget includes funding in account number 10950-85-140 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-22-00058, 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 No. 9085, executed by the City on August 23, 2022 (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. 2,” by adding the following sentence to the list of attachments:

“Attachment No. 2 shall include the following exhibits:

Exhibit I: 15-page A/E Additional Services Proposal dated August 22, 2024.

Exhibit J: 1-page Engberg Anderson Inc Detailed Pricing-Revised

2. The City agrees to pay Architect an additional \$61,700 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. 1 and all previous extra services authorizations exceed ~~\$1,059,320~~ \$1,121,020 (One-million-one-hundred-twenty-one-thousand-twenty & 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: _____
Satya Rhodes-Conway, 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 Hass, City Attorney

Date: _____