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**AMENDMENT NO. 2
to the Contract for Purchase of Services (Architect)
between the City of Madison and Angus Young Associates, Inc.
for Phase No. 3 Auditorium/ Classrooms/ Tactical Training Remodel
at Femrite Drive Madison Police Department Training Center
Contract No. 6485 – Attachment No. 3**

RECITALS:

Whereas, the parties, the City of Madison (“City”) and Angus Young Associates, Inc. (“Architect” or “Contractor”) entered into a contract for purchase of architectural and engineering design services for Femrite Drive Phase No. 1 Tenant Improvement Remodel at Madison Police Department Training Center on August 17, 2010, and,

Whereas, the parties, the City of Madison (“City”) and Angus Young Associates, Inc. (“Architect” or “Contractor”) entered into contract Amendment No. 1 for purchase of architectural and engineering design services for Femrite Drive Phase No. 2 Firing Range Building Addition at Madison Police Department Training Center on October 18, 2010, and,

Whereas, Contract Amendment No. 2 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 and construction of an interior remodel for an auditorium, computer lab, fitness training room, defense and tactical training room, scenario training room, student break area, main corridors, offices, driver simulator room, supply and storage rooms, and similar spaces, including site development work for asphalt parking lot repairs and replacement, for Madison Police Department Training Center located at 5702 Femrite Drive, and,

Whereas, the construction and bidding documents shall be prepared with a base bid scope of work and up to three additive alternates of portions of the project to manage the project budget and support fundraising efforts, and,

Whereas, Angus Young Associates, Inc. shall provide additional architectural and engineering design services including construction administration for Phase No. 3 Auditorium/Classroom/Tactical Training Remodel, for the additional design fee of \$101,300, and,

Whereas, the additional professional design services shall include architectural, civil, landscape, structural, HVAC, plumbing, electrical engineering, fire protection, telecommunications, and other disciplines as required for Phase No. 3 Auditorium/Classroom/Tactical Training Remodel, and,

Whereas, the scope of this project includes professional architectural and engineering design services for building improvements that will achieve a minimum of LEED-Silver certified level following the U.S. Green Building Council's LEED for New Construction and Major Renovations (LEED-NC) Rating System, and,

Whereas, the new auditorium, classrooms, and tactical training rooms will provide educational training services for the Madison Police Department's academy, in-service and specialty teams as well as other professional law enforcement agencies throughout the state, and,

Whereas, it is desirable to complete construction of the auditorium, classrooms, and tactical training rooms no later than December 2012, and,

Whereas, the 2012 Capital Budget includes Madison Police Department funding in account number CB71-58011-810642 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-10-00685, 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 #6485, executed by the City on August 17, 2010 (the "Contract"), as follows:

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

"Attachment 3 shall include the following exhibits:

Exhibit 'F': 1-page preliminary phasing plan

Exhibit 'G': 1-page fee summary

2. The City agrees to pay Architect an additional \$101,300 for the extra services described in paragraph 3 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 ~~\$66,990- \$244,990~~ \$313,290 (Three-hundred-thirteen-two-hundred-ninety & 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

Angus Young Associates, Inc.

(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

By: _____
Maribeth Witzel-Behl, City Clerk

Date: _____

Date: _____

Approved as to Form:

Eric T. Veum, Risk Manager

Date: _____

Michael P. May, City Attorney

Date: _____