

**AMENDMENT NO. 1
to the Contract for Purchase of Services (Architect)
between the City of Madison and Eppstein Uhen Architects
for Fire Administration Office Building Tenant Improvements
and Fire Station No. 1 Remodel
Contract No. 6890 – Attachment No. 2**

RECITALS:

Whereas, the parties, the City of Madison (“City”) and Eppstein Uhen Architects (“Architect” or “Contractor”) entered into a contract for purchase of architectural and engineering design services for tenant improvements of Fire Administration Office Building within the new Hovde Properties building and remodeling Fire Station No. 1 on August 22, 2012, 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 interior tenant improvements in a multi-story shell and core building for the Fire Administration Office Building, located on a portion of a new site provided by Hovde Properties, at 325 West Johnson Street; and design and construction to remodel portions of Fire Station No. 1 located at 316 West Dayton Street, and,

Whereas, the amendment is to provide additional architectural and engineering design services to rewire and update the existing electrical power and lighting systems throughout Fire Station No. 1, and the design of an emergency generator pit below grade in the rear service yard, and,

Whereas, the design amendment to rewire Fire Station No. 1 shall include rewiring existing lighting fixtures, power receptacles, equipment connections, and mechanical/plumbing system motors, and,

Whereas, the design amendment to rewire Fire Station No. 1 shall include removing and replacing existing electrical panels throughout the facility, new electrical conduit and wire to feed the existing electrical systems, and coordination of additional power outlets and requirements with Madison Fire Department staff beyond existing to remain locations, and,

Whereas, the amendment to design an emergency generator pit shall include structural engineering for below grade concrete foundations and traffic grate design, plumbing engineering for sump pit and drainage design, HVAC engineering for generator exhaust design, and,

Whereas, additional professional design services shall include civil, architectural, structural, HVAC, plumbing, electrical engineering, fire protection, and other disciplines as required, and,

Whereas, the 2013 Capital Budget includes funding in account number CB72-58011-810745 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-12-00545, 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 #6890, executed by the City on August 22, 2012 (the "Contract"), as follows:

1. Architect shall perform the extra services described in the attached letter Exhibit C by Eppstein Uhen Architects dated June 4, 2013. 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 proposal letter by Eppstein Uhen Architects dated June 4, 2013

Exhibit D: 1-page rewiring location plan June 12, 2013

Exhibit E: 1-page emergency generator pit location plan dated June 12, 2013

2. The City agrees to pay Architect an additional **\$18,280** 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 1 and all previous extra services authorizations exceed ~~\$396,000~~ **\$414,280** (~~Four-hundred-fourteen-thousand-two-hundred-eighty & 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

Eppstein Uhen Architects

(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: _____



eppstein uhen : architects

EXHIBIT 'C'

CLIENT - ARCHITECT AGREEMENT MODIFICATION

June 4, 2013

James Whitney
City of Madison, Wisconsin
City-County Building, Room 115
210 Martin Luther King, Jr. Boulevard
Madison, Wisconsin 53703

**RE: DD-CA for Fire Administration Office Building Tenant Improvements and Fire Station No. 1 Remodel.
Contract No. 6890
Project No.: 712149-02**

Modification No. 1

Reason for Request:

Additional fees related to the rewiring of the Fire Station and the design of the generator pit as detailed below:

Electrical Engineering

- DD work and meetings already complete \$3,100.00
- CD phase \$6,100.00
- CA phase \$1,600.00

Plumbing & HVAC Engineering

- Sump, pit, drainage plumbing and exhaust \$1,000.00

Structural Engineering

- Design of generator pit walls and traffic grate \$4,500.00

Architectural

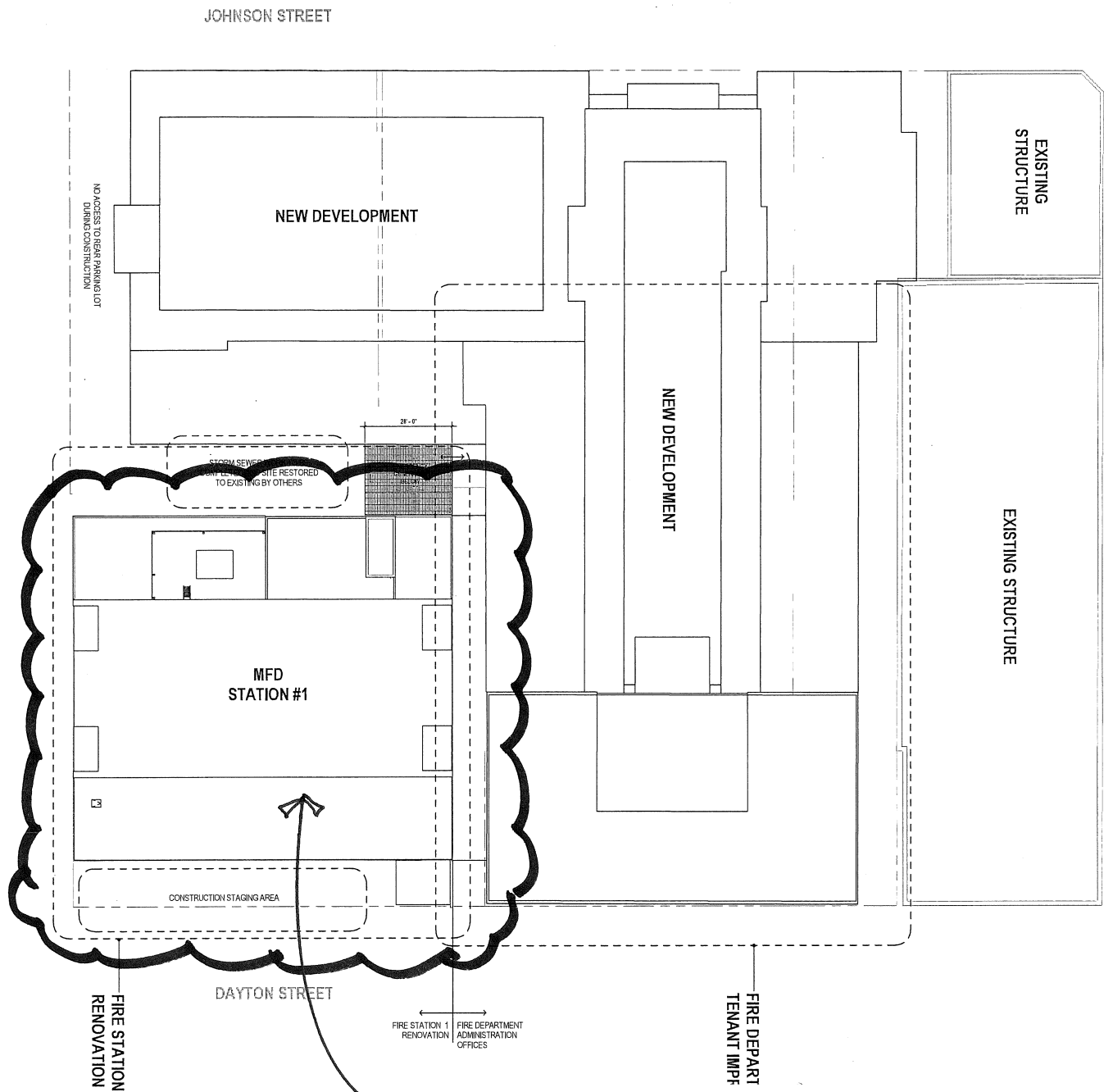
- Project coordination \$1,980.00

TOTAL \$18,280.00

Original Contract Amount:	396,000.00
Change in fee as a result of previous modification(s):	0.00
Contract amount prior to this modification:	396,000.00
Change in fee per this modification:	<u>18,280.00</u>
New Contract Amount:	\$414,280.00

EXHIBIT 'D'
June 12, 2013

TIME
PROJEKT
ARCHITECTURAL SITE PLAN
A1
DATE: 06/12/13



REWIRE EXISTING ELECTRICAL
POWER & LIGHTING IN FIRE
STATION NO. 1

TION OFFICES

EXHIBIT 'E'

June 12, 2013



A1 ARCHITECTURAL SITE PLAN
SCALE: 1/8" = 1'-0"

