

COMMUNITY DEVELOPMENT AUTHORITY
OF THE CITY OF MADISON, WISCONSIN

Resolution No. 4611

Authorizing the execution of a first amendment to the contract with J.H. Findorff & Son Inc. and authorizing the signing of crane easements for air rights related to the construction of the Village on Park Parking Structure.

Presented May 9, 2024
Referred _____
Reported Back _____
Adopted _____
Placed on File _____
Moved By _____
Seconded By _____
Yeas _____ Nays _____ Absent _____
Rules Suspended _____
Legistar File Number _____

RESOLUTION

WHEREAS, the Community Development Authority of the City of Madison (the “**CDA**”) is the owner of The Village on Park, located at 2300 South Park Street and 808 Hughes Place (the “**Property**”); and

WHEREAS, the CDA Board approved on February 8, 2024 (Resolution No. 4592) a contract with J.H. Findorff & Son Inc. (“**Findorff**”) to develop a new six-level parking structure (the “**Parking Structure**”), and perform structural roof alteration and storefront entrance door work to the grocery store adjacent to the Parking Structure. The contract between the parties is dated February 23, 2024 (the “**Contract**”); and

WHEREAS, Findorff requires a tower crane (the “**Crane**”) to construct the Parking Structure and the Crane will need to swing into the air rights of the two adjacent properties; and

WHEREAS, the CDA will need to enter into a crane rights easement for air rights (a “**Crane Easement**”) with the two adjacent property owners located at 836 Hughes Place and 2352 S. Park Street (the “**Burdened Properties**”); and

WHEREAS, the Contract will need an amendment to set forth any changes that relate to the Crane Easements.

NOW THEREFORE BE IT RESOLVED, that the CDA Board authorizes the execution of a First Amendment to the Contract, materially though not exclusively, per the following terms and conditions on a form approved by the City Attorney:

1. Section 26 of the Contract shall be amended to provide that Findorff shall indemnify grantors of the Crane Easements.
2. The second paragraph of Section 27 of the Contract (insurance) shall be amended to provide the Findorff will add the grantors of the Crane Easements as additional insureds to Findorff’s Commercial General Liability insurance policy.

3. Section 23 of the Contract may be amended as follows:

It is expressly understood and agreed that in no event will the total compensation for the Scope of Services under this Contract shall exceed \$14,997,402.00 (fourteen-million-nine-hundred-ninety-seven-thousand-four-hundred-two & 00/100) or the "Contract Price". This Contract Price includes but is not limited to the following costs to perform the Scope of Services: all labor; profit; permit fees (~~excluding building permits~~); parts; materials; tools; supplies; equipment; crane rental; demolition; mechanical, electrical and plumbing services; trash bin and disposal costs; rest room supplies; cleaning services; insurance costs; bonds; contingency, and other facilities necessary or proper for, or incidental to, all Scope of Services work for the Project as required by, and in accordance with this Contract.

4. All other terms and conditions of the Agreement show remaining in full force and effect.

BE IT STILL FURTHER RESOLVED that the Chair and Executive Director of the CDA are hereby authorized to execute a First Amendment to the Contract and the Crane Easements and deliver and record said documents as is necessary to carry out the terms set forth in this resolution and a form that is approved by the City Attorney's office.