



Department of Planning & Development
Inspection Unit

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AMENDMENT NO. 1
to the Contract for Purchase of Services (Architect)
between the City of Madison and Potter Lawson, Inc.
(City-County Building Tenant Improvements)
Contract No. 5971

RECITALS:

Whereas, the parties, the City of Madison (“City”) and Potter Lawson, Inc. (“Architect” or “Contractor”) entered into a contract for purchase of architectural and engineering design services for the City-County Building Tenant Improvement Remodels on August 17, 2006, and

Whereas, the amendment is the continuation of development and preparation of architectural and engineering design, space planning, plans, space planning, and specifications, preparation of bid documents, assistance in the bid process and construction administration for the design and construction of tenant improvement remodels in the City-County Building (CCB) and the Madison Municipal Building (MMB), and,

Whereas, the additional tenant improvement remodel areas represented as Project Phase II shall include offices and reception spaces for CCB Police Storage on garage level, CCB Comptroller Offices on 4th floor, CCB Health Offices on 5th floor, MMB Traffic Engineering Offices on 1st Floor, MMB Dept. of Planning & Development Offices on 2nd floor, MMB Housing Unit Offices on 1st floor, MMB Conference LL-110/LL-120 on lower level, MMB Dept. of Planning & Development Offices on 3rd floor, and space planning only for MMB Dept. of Planning & Development Offices on lower level, and,

Whereas, professional design services shall include architectural, HVAC, plumbing, electrical engineering, and fire protection. Professional design services do not include structural engineering, acoustical design studies, or other unrelated services.

Whereas, the 2006 Capital Budget includes funding 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-06-00639, 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 # 5971, executed by the City on August 17, 2006 (the “Contract”), as follows:

1. Architect shall perform the extra services described in the attached "Additional Services Authorization" dated September 14, 2006. 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: 17 page Additional Services Authorization dated September 14, 2006 prepared by Potter Lawson, Inc."

2. The City agrees to pay Architect an additional \$99,905.00 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 exceed ~~\$119,215-~~ \$219,120.00 (Two-hundred-nineteen-thousand-one-hundred-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, 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.

POTTER LAWSON, INC.

(Witness)

BY: _____
Eric Lawson, President

Date: _____

Date: _____

**CITY OF MADISON, WISCONSIN
a municipal corporation**

By: _____
David J. Cieslewicz, Mayor

Date: _____

By: _____
City Clerk

Date: _____

Approved:

Approved as to Form:

Dean Brasser, City Comptroller

Michael May, City Attorney

Date: _____

Date: _____