



Department of Public Works  
**City Engineering Division**

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**AMENDMENT NO. 1**  
**to the Contract for Purchase of Services (Architect)**  
**between the City of Madison and Ken Saiki Design, Inc.**  
**for Lisa Link Peace Park**  
**Contract No. 6380**

RECITALS:

**Whereas**, the parties, the City of Madison (“City”) and Ken Saiki Design, Inc. (“Architect” or “Contractor”) entered into a contract for purchase of architectural and engineering design services for Lisa Link Peace Park on April 6, 2009 and,

**Whereas**, this amendment 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 a new building, including site development work, for Lisa Link Peace Park located at 452 State Street, and,

**Whereas**, the Architect provided additional architectural schematic design services to redesign the visitor center building, by removing the cone rooftop design feature, adding an ATM machine, and additional appearances before the Urban Design Commission for the additional fee of \$6,000, and,

**Whereas**, the Architect will provide additional architectural and engineering construction administration services to complete site civil, landscaping, architectural, structural, mechanical HVAC systems, plumbing, and electrical engineering design for an additional fee of \$56,300 and,

**Whereas**, it has been determined by the Architect that shared savings for construction administration services is not possible with the City’s West Gilman St. Reconstruction project (#6300) beginning on June 8, 2010 and scheduled for completion on August 13, 2010, and,

**Whereas**, the additional services exceed the expenditure authorized in Resolution #RES-09-00013, 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 Article VII. of Attachment 1, and

**NOW, THEREFORE**, the parties hereby agree to Amend the above-named Contract (#6380), executed by the City on April 6, 2009 (the “Contract”), as follows:

1. Architect shall perform the extra services described in the attached letter by Ken Saiki Design, Inc. dated December 8, 2009. Section 3 of the Contract for Purchase of Services (Architect) shall be amended to attach and incorporate Amendment No. 1 as “Attachment No. 2,” by adding the following language:

“Attachment No. 2 shall include Amendment No. 1 to the contract and the following exhibits:

Exhibit ‘C’: 2-page letter from Ken Saiki Design, Inc. dated 12/8/09.

Exhibit ‘D’: 2-page Construction Administration Services Contract language.”

2. The City agrees to pay the Architect an additional \$62,300 for the extra services described in paragraph 1 above. The City shall make periodic payments to the Architect in approximate proportion to services performed.
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 2 and all previous extra services authorizations exceed \$197,300 (one-hundred-ninety-seven-thousand-three-hundred & 00/100) except in the case of Additional Services properly authorized under Attachment 1, Article 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, Article 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**

Ken Saiki Design, Inc.

(Type or Print Name of Contracting Entity)

By: \_\_\_\_\_

(Signature)

Ken Saiki, President

(Print Name and Title of Person Signing)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Witness)

Date: \_\_\_\_\_

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

By: \_\_\_\_\_

David J. Cieslewicz, Mayor

Date: \_\_\_\_\_

**Approved:**

By: \_\_\_\_\_

Maribeth Witzel-Behl, City Clerk

Date: \_\_\_\_\_

\_\_\_\_\_  
Dean Brassler, City Comptroller

Date: \_\_\_\_\_

**Approved as to Form:**

\_\_\_\_\_  
Michael P. May, City Attorney

Date: \_\_\_\_\_

\_\_\_\_\_  
Eric T. Veum, Risk Manager

Date: \_\_\_\_\_