

AMENDMENT NO. 1

**to the Contract for Purchase of Services (Architect)
between the City of Madison and Angus Young Associates, Inc.
for architectural and engineering design services of
South Point Road Public Works Storage Building
located at 402 South Point Road
Contract No. 6618 – Attachment No. 2**

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 South Point Road Public Works Storage Building on July 6, 2011, and,

Whereas, the 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 of a new building, including site development work, for South Point Road Public Works Storage Building, located on Lot 2, at 402 South Point Road, and,

Whereas, the amendment is for extra architectural design services to provide additional master site plan drawings to meet requirements for Urban Design Commission reviews and approvals, and,

Whereas, the amendment includes extra design meetings and UDC meetings, changes to site plans, preparation of site plan presentation drawings, power point presentations, and extra UDC application documents to obtain Urban Design Commission site plan approvals for the new storage building, and,

Whereas, the cost for extra architectural and engineering design services including construction administration, shall be \$7,380, and,

Whereas, the 2012 Capital Budget includes Streets funding in account number CB63-58011-810691 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-11-00517, 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 #6618, executed by the City on July 6, 2011 (the “Contract”), as follows:

1. Architect shall perform the extra services described in the attached design fee summary letter Exhibit ‘B’ 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 2,” by adding the following sentence to the list of attachments:

“Attachment 2 shall include the following exhibits:

Exhibit ‘B’: 1-page design fee summary dated January 30, 2012.

2. The City agrees to pay Architect an additional \$7,380 for the extra services described in paragraph 2 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 ~~\$124,000-~~ \$ 131,380 (One-hundred-thirty-one-thousand-three-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

Angus Young Associates, Inc.

(Type or Print Name of Contracting Entity)

By: _____

(Signature)

(Print Name and Title of Person Signing)

Date: _____

(Witness)

Date: _____

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

By: _____

Paul R. Soglin, Mayor

Date: _____

Approved:

By: _____

Maribeth Witzel-Behl, City Clerk

Date: _____

Approved as to Form:

Michael P. May, City Attorney

Date: _____

David P. Schmiedicke, Finance Director

Date: _____

Eric T. Veum, Risk Manager

Date: _____