

**Amendment No. 1**

**Design Engineering Contract Between the**

**City of Madison, Wisconsin  
and  
Short Elliot Hendrickson, Inc.  
for  
Cannonball Path Phase 3  
(Bridge over Beltline Highway)  
for  
Additional Engineering Services**

Recitals

1. On August 12, 2010 the City of Madison hereinafter called the "City" and Short Elliot Hendrickson, Inc. hereinafter called the "Consultant" entered into the Design Engineering Contract – Cannonball Path Phase 3 (Bridge over Beltline Highway), Contract No. 6563, hereinafter called "Contract" with the authority provided by Council Resolution RES-10-00172, I.D. No. 17331 enacted on February 6, 2010.
2. The City has authority provided by Council Resolution RES-12-{insert}, I.D. No. [insert] enacted on [date, 2012] to enter into this amendment.

Now, Therefore, the City and the Consultant hereby agree to amend the Contract as follows:

1. The Consultant has provided additional engineering services which were beyond the original contract scope of services, as outlined in the letter from the Consultant dated September 21, 2012 and attached as Exhibit A.
2. The Consultant shall be compensated for services under this amendment on the basis of their hourly costs plus direct charges. The compensation due to the Consultant for the additional engineering services provided through this amendment shall not exceed thirty-three thousand five hundred dollars (\$33,500).
3. Except for the amendments set forth above, all provisions of the Contract and previous amendments shall remain in full force.

In Witness Whereof, the parties hereto have executed this contract as of \_\_\_\_\_,  
2012.

**CONTRACTOR:  
Short Elliot Hendrickson, Inc..**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
(Signature):

\_\_\_\_\_  
(Print Name and Title)

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

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

**FOR THE CITY OF MADISON**

\_\_\_\_\_  
Paul Soglin, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Maribeth Witzel-Behl, City Clerk

\_\_\_\_\_  
Date

Countersigned:

Approved as to form:

\_\_\_\_\_  
David P. Schmiedicke, Finance Director

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Eric Veum, Risk Manager

\_\_\_\_\_  
Date

EXHIBIT A  
REVISED SCOPE OF SERVICES



Building a Better World  
for All of Us™

September 21, 2012

RE: City of Madison  
Cannonball Path, Phase 3  
SEH No. 108447 14.00

Tony Fernandez  
Engineer  
City of Madison  
215 Martin Luther King Blvd  
Madison, WI

Dear Mr. Fernandez:

As we have discussed previously there are several items that were completed during the design of the Cannonball Path, Phase 3 that we feel were outside the scope of the original contract. The purpose of this letter is to request additional compensation for design work that was completed for the Cannonball Path, Phase 3 project that we believe was outside the scope of the original contract. I have broken the request into six separate categories for discussion purposes.

**Structure Revisions**

SEH completed the preliminary bridge plans and submitted them to the City and the WisDOT Bureau of Structures for review. SEH received comments on the preliminary bridge plans from the City and WisDOT. The only comment that was not fully resolved was concerning the need for the curved section at the top of the vertical fencing. It was agreed that SEH would address the remainder of the comments and complete the final bridge plans. The vertical fencing details would remain unchanged until additional coordination was completed between the City and WisDOT.

SEH submitted final bridge plans to the City for review and received approval to submit the final bridge plans to WisDOT on 4/4/12. On 4/19/12 the City provided additional comments from a review of the bridge aesthetics. These comments resulted in the rework of numerous details as well as the quantities and estimates for the structure. SEH completed the revisions to keep the project on schedule. However, SEH also indicated that these comments, being received late in the process, were resulting in a significant amount of rework. The total cost for completing these revisions was determined to be \$12,005.57.

**Lighting Design**

The original contract did not anticipate any conflicts with the existing lighting along the on-ramp and off-ramp for Todd Drive. During the design phase WisDOT requested a lightning analysis to determine if there were any concerns with the light intensity under the structure. It was determined that the luminaire from one of the lights conflicted with the structure and needed to be relocated. The total cost to complete the photometric analysis and prepare the details and special provisions to relocate the lighting unit was determined to be \$2,098.82.

**Median Barrier Design**

The original contract that was signed in August of 2010 would have included some time to address the median barrier. The intention would have been that the standard details for the transition of the median

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 6808 Odana Road, Suite 200, Madison, WI 53719-1137

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barrier would be applied to the situation. However, WisDOT determined that the standard details would not apply in this situation because the transitions occurred in areas where the lanes were uneven. As a result special details needed to be developed in coordination with WisDOT. This involved a significantly larger level of effort than originally scoped. The total cost to complete the design and details for the median barrier was determined to be \$8,698.73.

#### **Retaining Wall**

The original scope of the project was to slope the embankment to the existing ground. As a result of the elevation difference and the limited right-of-way available, mechanically stabilized retaining walls were added to the outside of the north and south connector ramps. The City provided a concrete cap detail for the wall. The detail was evaluated by our structural engineer for strength and compatibility with the anchor for the decorative railing. Decorative railing was also added to the wall placed in the concrete cap. The new LRFD design process necessitated additional geotechnical analysis. It was necessary to have MES complete the geotechnical calculations to provide information required on the new standard details for mechanically stabilized retaining walls. The total cost to complete the design and details for the two retaining walls was determined to be \$4,139.13.

#### **Storm Sewer Adjustments**

During the evaluation of the storm sewer system it was discovered that storm water on the south side of the Beltline was piped to the north side of the beltline and then pipes back to the south side of the Beltline where it was discharged. It was determined that revising the storm system to prevent the unnecessary piping of storm water across the Beltline would be preferred. SEH worked with the City to make the changes and revise the storm sewer plan. The total cost to complete the revisions to the storm sewer plan was determined to be \$920.08.

#### **Wage Adjustment**

The project was initiated in April 2009 with an estimated delivery date of December of 2009. Due to the delay of the Federal Funding required to construct this project, the design was placed on hold until July of 2010. An agreement was signed in August of 2010 with a delivery dated of August 1, 2011 which was delayed to August 1, 2012. SEH is requesting additional compensation to address the increase in the labor cost as the delivery of the project was delayed. The total cost for labor increases was determined to be \$5,637.93.

The total cost for all the items discussed above is \$33,500.26. I have attached additional documentation concerning the additional compensation requested. Please contact me with any questions concerning this request.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Jillene J. Fehrman, PE  
Project Manager

jjf

Attachments

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