

**AMENDMENT NO. 3
to the Contract for Purchase of Services (Architect)
between the City of Madison and Eppstein Uhen Architects
for Fire Administration Office Building Tenant Improvements
and Fire Station No. 1 Remodel
Contract No. 6890 – Attachment No. 4**

RECITALS:

Whereas, the parties, the City of Madison (“City”) and Eppstein Uhen Architects (“Architect” or “Contractor”) entered into a contract for purchase of architectural and engineering design services for tenant improvements of Fire Administration Office Building within the new Hovde Properties building and remodeling Fire Station No. 1 on August 22, 2012, and,

Whereas, the amendment is the continuing development and preparation of architectural and engineering design, plans and specifications, preparation of bid documents, assistance in the bid process and construction administration services for the design and construction of interior tenant improvements in a multi-story shell and core building for the Fire Administration Office Building, located on a portion of a new site provided by Hovde Properties, at 325 West Johnson Street; and design and construction to remodel portions of Fire Station No. 1 located at 316 West Dayton Street, and,

Whereas, the amendment is to provide extra architectural and engineering design services during the construction document phase for various design changes requested by the City that exceed the scope of services in the original contract agreement, and,

Whereas, these extra services include 1) Creation of exhibits and drawings showing plans and sections of sanitary sewer drain piping serving the third floor above the administration office spaces, 2) Prepare materials and solicit requests for proposals for cost estimating services, 3) Remove the rooftop energy recovery unit serving the apparatus bays and add an air-handling unit at the mezzanine level west storage area, 4) Coordinate hazardous materials survey with the architectural documents, review materials testing report, and coordinate implementation strategies with the hazardous materials consultant, 5) Prepare furniture plans, 6) Provide extra revisions and changes to the design of the IT polycom system, 7) Revise the design of doors at the 2nd floor public lobby space to improve security, 8) Redesign the configuration of the sleeping quarters on the 3rd floor in the fire station, 9) Provide extra alternate design options for the compressor room and the EMS storage room, 10) Coordinate and revise designs for access to the trash chutes in the Hovde building, 11) Coordinate and attend extra design meetings, 12) Provide extra engineering design for a chilled buffer tank, 13) Add a wash basin in the apparatus bay of the fire station, 14) Provide extra engineering services to replace all existing storm sewer pipes in the apparatus bay of the fire station, 15) Revise specifications to include master mechanical, electrical, and plumbing specifications provided by the City, and,

Whereas, additional professional design services shall include civil, architectural, structural, HVAC, plumbing, electrical engineering, fire protection, and other disciplines as required, and,

Whereas, the 2015 Capital Budget includes funding in account number CB72-58011-810745 and 10387-30-140 for architectural and engineering consultant design services, an Architect consultant must be hired to design these additional services, and,

Whereas, the additional services exceed the expenditure authorized in Resolution #RES-12-00545, 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 #6890, executed by the City on August 22, 2012 (the “Contract”), as follows:

1. Architect shall perform the extra services described in the attached letter Exhibit G by Eppstein Uhen Architects dated May 28, 2015. Section 3 of the Contract for Purchase of Services (Architect) shall be amended to attach and incorporate this document as “Attachment No. 4,” by adding the following sentence to the list of attachments:

“Attachment No. 4 shall include the following exhibits:

Exhibit G: 3-page fee proposal letter by Eppstein Uhen Architects dated May 28, 2015.

2. The City agrees to pay Architect an additional \$37,420 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 including Amendment No. 2 and all previous extra services authorizations exceed ~~\$396,000~~ ~~\$414,280~~ ~~\$589,780~~ \$627,200 (Six-hundred-twenty-seven-thousand-two-hundred & 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

Eppstein Uhen Architects

(Type or Print Name of Contracting Entity)

By: _____
(Signature)

(Print Name and Title of Person Signing)

Date: _____

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

By: _____
Paul R. Soglin, Mayor

Date: _____

Approved:

David P. Schmiedicke, Finance Director

Date: _____

By: _____
Maribeth Witzel-Behl, City Clerk

Date: _____

Approved as to Form:

Eric T. Veum, Risk Manager

Date: _____

Michael P. May, City Attorney

Date: _____