

COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF MADISON, WISCONSIN

Resolution No. 4238

Authorizing the execution of a second amendment to the contract for the purchases of services with Tilsen Roofing at The Village on Park for adding the installation of sky lights in the roof over the second floor of the Atrium.

Presented September 14, 2017
Referred _____
Reported Back _____
Adopted _____
Placed on File _____
Moved By _____
Seconded By _____
Yeas _____ Nays ____ Absent ____
Rules Suspended _____

WHEREAS, the Community Development Authority of the City of Madison (the "CDA") is the owner of The Village on Park, located at 2300 South Park Street ("Property"); and

WHEREAS, the CDA Board approved the first amendment to the roof contract with Tilsen Roofing Company ("Contractor") on February 9, 2017 as resolution 4208; and

WHEREAS, the CDA and Contractor signed the first amendment to the roof contract on February 15, 2017 and February 13, 2017, respectively; and

WHEREAS, Public Health Madison and Dane County ("PH") would like to add skylights in the roof above suite 2011 ("Skylight Work") that they lease at the Property at its cost in order to provide natural lighting into said suite; and

WHEREAS, Public Health has engaged Strang, Inc. ("Strang") architects to design the plans and specifications for the Skylight Work; and

WHEREAS, Contractor will build the Skylight Work in accordance with the Strang's plans and specifications dated June 29, 2017, except with respect to the installation of solar tubes in suite 2012 and the reduction in the number of skylights in suite 2011 to six ("Strang Plans Specs"); and

WHEREAS, Contractor agreed to perform the Skylight Work, and will change the scope of work for this incremental work that will cost \$49,800 ("Incremental Roof Cost"); and

WHEREAS, there may be unknown items discovered above the ceiling where the skylights need to be installed that will require additional work beyond the Scope of Services or work that is excluded from the Tilsen proposal dated August 25, 2017 ("Additional Work"). This Additional Work is not subject to the guaranteed contract amount for the Incremental Roof Cost.

WHEREAS, for budgeting purposes PH is estimating a contingency for the Additional Work in the amount of \$13,932 if needed. Contractor will inform the CDA in writing if there is any Additional Work discovered and a cost to cure. The CDA will obtain PH's approval then respond in writing if it agrees to have Contractor perform this work at the quoted price

WHEREAS, Public Health will pay the CDA the Incremental Roof Cost and any approved Additional Work within 15 days upon written notice of completion of the Skylight Work.

NOW THEREFORE BE IT RESOLVED that the Community Development Authority of the City of Madison (the "CDA") hereby authorizes the execution of a second amendment to the roof contract (the "Second Amendment to the Agreement") between the CDA and Tilsen Roofing Company, Inc. (the "Contractor") to include the Skylight Work in the scope work at The Village on Park on substantially the following terms and conditions:

1. Section 3.a is here by amended to include Exhibit B-1 (attached);
2. Section 3.c is amended to add the following sentence at the end of this sub-section:

The Skylight Work will be performed as part of the phase II work as described in Exhibit B;

3. Section 3.e. is hereby deleted and replaced with the following:

The increase in the Contract Amount since 2011 is \$89,165. The Incremental Roof Cost due to the Skylight Work represents \$ 49,800 of the increase in the Contract Amount.

4. Section 3.j. is hereby deleted and replaced with the following:

Contractor will coordinate work with the HVAC Contractor, Dave Jones, Inc., that needs to disconnect units on the roof and remove/reinstall gas piping on the roof to facilitate the roofing work in accordance with Exhibit C attached hereto.

Contractor has agreed to move the two disconnected RTU's shown on Exhibit B-1, and install any curbs to the roof deck. There are five condensers on the roof as depicted on Exhibit B-1 that the HVAC Contractor will disconnect and the Contractor will move to install new roof, and then move said condensers back to the original spot. There are three food service condensers for Lanes and three condensers providing services to the IT server rooms that Contractor will be able to work around per Exhibit B-1. Finally, Contractor is willing to hoist the HVAC Contractor's materials on the roof.

5. Section 3.k is hereby created to read as follows:

The Scope of Services referenced in this section or Exhibit A will be amended to include the Skylight Work as described in the plans and specifications prepared by Strang dated June 29, 2017, except with respect to the installation of solar tubes in suite 2012, and the reduction in the number of skylights in suite 2011 to six per an approved floor plan ("Strang Plans Specs").

6. Section 23, "Compensation/Contract Amount", is hereby deleted and replaced with the following:

It is expressly understood and agreed that in no event will the total compensation for services under this Contract exceed Two Hundred and Sixty Two Thousand Dollars, One Hundred and Thirty Eight Dollars (\$262,138) ("Guaranteed Contract Amount"). Any damage found in 3 b. above can be added to this Guaranteed Contract Amount' with a cap of \$14,574.

There may be unknown items discovered above the ceiling where the skylights need to be installed that requires additional work beyond the Scope of Services ("Additional Work"). This Additional Work is not subject to the above-referenced Guaranteed Contract Amount. Contractor will inform the CDA in writing if there is any Additional Work discovered and a cost to cure. The CDA will respond in writing if it agrees to have Contractor perform this Additional Work at the quoted price.

BE IT RESOLVED that the Secretary is hereby authorized to execute and deliver the Second Amendment to the Agreement and to take such other actions as shall be necessary or desirable to accomplish the purposes of this resolution all in a form approved by the City Attorney.

BE IT FINALLY RESOLVED that the Secretary is hereby authorized to execute a contract with Public Health Madison and Dane County, if necessary, for the reimbursement of the Incremental Roof Cost and any expenses relating to approved Additional Work, on a form approved by the City Attorney.