

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Amendment to Professional Services Agreement ("Amendment") is made and entered into by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as the "City," and OMI, Inc., located at 5151 Research Drive, N.W., Suite A, Huntsville, Alabama 35805, hereinafter referred to as "Consultant."

RECITALS:

WHEREAS, by virtue of the passage of Resolution Number 2024-356-R, the City Council of the City of Madison, Alabama, authorized the City's entry into a Professional Services Agreement ("Agreement") with Consultant for twenty-nine thousand five hundred sixty-seven dollars (\$29,567.00) for professional engineering services for inclinometer installation and periodic monitoring of slope stability for the Hughes Road southeast bridge slope; and

WHEREAS, the Agreement became effective on November 14, 2024; and

WHEREAS, Section 1 (A) of said Agreement outlined the services to be provided by Consultant and specified that all services shall be done in accordance with the proposal submitted by Consultant, said document being referred to in the original Agreement as "Attachment A" and being included therein and made a part thereof by reference; and

WHEREAS, Consultant has submitted an addendum proposal at the request of the City's Engineering Department to install a fourth inclinometer and provide monitoring along with the other three inclinometers; and

WHEREAS, the City must approve any modification to Consultant's scope of work and the specified budget for said work; and

NOW, THEREFORE, in consideration of the foregoing premises and the parties' respective agreements, promises, representations, and warranties contained herein, City and Consultant agree as follows:

A. Amendment to Professional Services Agreement.

Section 1(A) of the Agreement is amended by the addition of a new Section 1(A1) as follows:

Pursuant to the provisions of this Agreement, Consultant will provide the following additional services to City: *See Consultant's proposal dated March 17, 2025, which is labeled as "Attachment B, Addendum to Proposal for Additional Inclinometer Installation and Periodic Monitoring of Slope Stability at Hughes Road Railroad Overpass Embankment," (the "Scope of Additional Services") and is wholly incorporated herein by*

this reference.

B. Fee for Additional Services.

Pursuant to Section 2(E) of the Agreement and the Scope of Additional Services, the compensation for additional services rendered by Consultant shall not exceed **fifteen thousand eight hundred seventy-seven dollars (\$15,877.00)**. The total contract value pursuant to Section 2(A) now shall not exceed forty five thousand four hundred forty four dollars (\$45,444.00).

C. Remainder.

Unless specifically amended herein, all other provisions, attachments, content, language, recitals, covenants, promises, guarantees, and commitments contained in, referenced in, or incorporated into the original Professional Services Agreement remain valid and in full force and effect.

D. Effective Date.

The foregoing Amendment shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date that this Amendment comes into effect.

IN WITNESS WHEREOF, the parties hereto affirm that they have the authority to execute this Amendment on behalf of their respective entities for the entire term and have hereunto set their hands and seals on the day and year respectively noted.

**City of Madison, Alabama,
a municipal corporation**

Attest:

By: _____
Paul Finley, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA

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COUNTY OF MADISON

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I, the undersigned Notary Public, in and for said County, in said State, hereby certify that Paul Finley and Lisa D. Thomas, whose names as Mayor and the City Clerk-Treasurer, respectively, of the City of Madison, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation.

Given under my hand and official seal this _____ day of April, 2025.

Notary Public

By: _____
Signature

Print name

Date: _____

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ for OMI, Inc., is signed to the foregoing instrument and who is or was made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Notary Public