

## **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, hereinafter referred to as the “City,” and Amiri Engineering Corp., hereinafter referred to as “Amiri.”

### **RECITALS:**

**WHEREAS**, by virtue of the passage of Resolution Number 2024-192-R, the City Council of the City of Madison, Alabama, authorized the City’s entry into a Professional Services Agreement (“Agreement”) with Amiri for professional geotechnical engineering services for Toyota Field; and

**WHEREAS**, the Agreement became effective on June 24, 2024, and Section 1 of said Agreement outlined the services to be provided by Amiri; and

**WHEREAS**, Amiri has requested additional funds for additional work performed pursuant to the Agreement, which are described in its letter of September 5, 2024, which is attached as Exhibit A to this Amendment;

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

**A. Amendment to Agreement.**

Pursuant to the provisions of this Amendment, City shall provide additional funds to Amiri in the amount of thirty-seven thousand two hundred fifty-five dollars (\$37,255) to cover additional expenses described in Exhibit A.

**B. 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 Agreement remain valid and in full force and effect.

**C. 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 Thomas, City Clerk-Treasurer

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

**STATE OF ALABAMA**

§

§

**COUNTY OF MADISON**

§

I, the undersigned Notary Public, in and for said County, in said State, hereby certify that Paul Finley and Lisa 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 \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

**Amiri Engineering Corp.**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

Its: \_\_\_\_\_

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

**STATE OF \_\_\_\_\_**

§

§

**COUNTY OF \_\_\_\_\_**

§

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ for Amiri Engineering Corp., is signed to the foregoing instrument and who is 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.

Given under my hand this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public