

AMENDMENT NUMBER TWO TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF DOUGLAS, WYOMING AND CIVIL ENGINEERING PROFESSIONALS, INC. FOR CITY ENGINEERING SERVICES

1. **Parties.** This Amendment is made and entered into this ___ day of _____, 20___, , by and between City of Douglas, Wyoming, a Wyoming municipal corporation (hereinafter referred to as “City”), whose address is 101 N. 4th Street, P.O. Box 1030, Douglas, Wyoming 82633 and Civil Engineering Professionals, Inc. (CEPI) (hereinafter referred to as "Consultant"), whose address is 6080 Enterprise Drive, Casper, WY 82609 (hereinafter referred to as “Consultant”). For and in consideration of the mutual promises and covenants set forth below, City and Consultant agree to the following:

2. **Purpose of Amendment.** This Amendment shall constitute the second amendment to the Original Agreement between City and Consultant which was duly executed on the 8th day of June 2015. The purpose of this Amendment is to revise Paragraphs 3 and 4 of the Original Agreement to extend the term of the contract and to revise payment amounts as described in Attachment A herein.

3. **Additional Terms of Agreement.** It is mutually agreed by and between the parties to revise the following paragraph in the Original Agreement to read as follows.

3. **Term of Contract.** The term of the Contract is from the date of execution of this Contract until June 30, 2022, unless this Contract is otherwise terminated pursuant to the termination provision contained in Paragraph 7.28 contained within the original Contract. This Contract may be renewed by Agreement of both parties in writing, subject to the required approvals. There is no right or expectation of renewal and any renewal will be determined at the discretion of City.

4. **Payment.** City agrees to pay the Consultant for the services described in herein. The total payment under this Contract shall not exceed the amount budgeted by the City for activities of the City Engineer. Payment shall be made on an hourly basis of for work performed by Consultant for services and expenses as outlined on Attachment A of this contract and properly invoiced to the Department. Consultant shall submit a monthly invoice of services performed under this Contract. Proper invoice shall consist of a detailed statement of the work completed and number of hours. Payment shall be payable to Consultant upon receipt of the invoice for the services herein and the completion of this Contract. The payment shall cover the cost for those services to be provided by Consultant as outlined in Paragraph 5 herein including travel, lodging expenses and incidental expenses. City shall pay any actual expenses incurred by Consultant to perform the services including any required travel for Consultant in the performance of this Contract.

4. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the Original Agreement between the City and Lessee shall remain unchanged and in full force and effect.

5. **Entirety of Amendment.** This Amendment, consisting of two (2) pages presents the entire and integrated Amendment between the parties and supersedes all prior negotiations, representation, and agreements, whether written or oral concerning the subject hereof.

IN WITNESS WHEREOF, the Governing Body of the City of Douglas has caused this Contract to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, through their duly authorized representatives has signed and executed this Contract, the day and year first written above.

**CITY OF DOUGLAS, WYOMING:
PROFESSIONALS, INC.**

CIVIL ENGINEERING

By: _____
Rene' Kemper, Mayor

By: _____
Nicholas Larsen, P.E.

Attest:

Chaz Schumacher, City Clerk