

AGREEMENT TO REINSTATE, AMEND, AND EXTEND AGREEMENT L31015

Contract Start Date:	04/11/2024	Original Total Amount:	\$40,000.00
Original Completion Date:	06/30/2024	As Previously Amended:	\$49,000.00
Resolution Number:	25-0938R	Current Amendment:	\$5,622.50
Amended Completion Date:	12/31/2025	New Total Contract Amount:	\$54,622.50

WHEREAS, the City of Duluth, hereinafter referred to as “City”, and MSA Professional Services, Inc., located at 332 West Superior Street, Suite 600, Duluth, MN 55802, hereinafter referred to as “Consultant”, entered into an agreement bearing City of Duluth Contract No. L 31015 for providing the services of Catherine Hafdahl to the City of Duluth for her assistance with GIS for lead services inventory work, which was executed by the City on April 11, 2024, and which Contract has been previously amended one time, and is hereinafter referred to as the “Contract”; and

WHEREAS, both parties desire to reinstate the Contract so that it may be amended to allow Consultant additional time to complete its responsibilities as described in the Contract with additional hours of services as described in the Customer Account Statement which is hereby incorporated into the Contract and attached hereto as Exhibit C; and

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties hereby agree as follows:

In this Amendment changes in the language of the Contract which delete language will be shown as stricken and language added to the contract language will be underlined.

Revision 1. To reinstate the Contract and extend the termination date of the Contract to December 31, 2025, so that the Contract shall be considered to have been in effect from the effective date through December 31, 2025 under the same terms and conditions, except as amended herein.

Revision 2. The Agreement Period described in Section III.5. of the Contract is hereby amended as follows:

The term of this Agreement shall commence on the Effective Date and performance shall be completed by ~~June 30, 2024~~ ~~June 30, 2025~~ December 31, 2025, unless terminated earlier as provided for herein.

Revision. 3. The Proposal described in the fourth paragraph on the Contract is hereby amended as follows:

WHEREAS, Consultant submitted a proposal to provide services for the Project (the “Proposal”), a copy of which is attached hereto as Exhibit A; and amended by the proposal dated November

6, 2024, a copy of which is attached hereto as Exhibit B; and amended by a Customer Account Statement, dated September 16, 2025, a copy of which is attached hereto as Exhibit C; and

Revision 4. The Fees described in Section II. of the Contract is hereby amended as follows:

It is agreed between the parties that Consultant's maximum fee for the Project and Services shall not exceed the sum of ~~Forty Thousand and 00/100 Dollars (\$40,000.00)~~ Forty Nine Thousand and 00/100 Dollars (\$49,000.00) ~~Fifty-Four Thousand, Six Hundred Twenty-Two and 50/100 Dollars (\$54,622.50)~~ inclusive of all travel and other expenses associated with the Project, payable from Fund 510-500-1930-2330-5310.

Either party may, by giving written notice, specifying the effective date thereof, terminate this Agreement in whole or in part without cause. In the event of termination, all property and finished or unfinished documents and other writings prepared by Consultant under this Agreement shall become the property of the City and Consultant shall promptly deliver the same to the City. Consultant shall be entitled to compensation for services properly performed by it to the date of termination of this Agreement. In the event of termination due to breach by Consultant, the City shall retain all other remedies available to it, and the City shall be relieved from payment of any fees in respect of the services of Consultant which gave rise to such breach.

In all other respects the contract, together with all of its terms, covenants and conditions, is hereby confirmed in its entirety.

[Remainder of page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the date of attestation shown below.

CITY OF DULUTH

By:

Mayor

Attest:

City Clerk

Date: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney

MSA PROFESSIONAL SERVICES, INC.

By:

Its:

Title of Representative

Date _____



Customer Account Statement

For questions, contact Jessica LeSure at (608) 699-9920 or email: collections@msa-ps.com

Date: 9/16/25
Customer account: 00616

City of Duluth MN
Patrick Loomis, PE,
411 West 1st Street
Duluth, MN 55802

Invoice	Project No.	Invoice Date	Invoice amount	Remaining Balance	Current	31-60	61-90	>90
020563	R00616207.00	9/12/25	112,881.50	112,881.50	112,881.50	-	-	-
020216	R00616212.00	9/5/25	1,946.36	1,946.36	1,946.36	-	-	-
020215	R00616217.00	9/5/25	1,425.00	1,425.00	1,425.00	-	-	-
020297	R00616220.00	9/5/25	491.60	491.60	491.60	-	-	-
020295	R00616224.00	9/5/25	27,266.40	27,266.40	27,266.40	-	-	-
017101	R00616229.00	6/10/25	14,375.00	14,375.00	-	-	-	14,375.00
J18515	R00616229.00	7/4/25	5,595.00	5,595.00	-	-	5,595.00	-
019498	R00616233.00	8/19/25	5,950.00	5,950.00	5,950.00	-	-	-
020484	R00616233.00	9/12/25	3,200.00	3,200.00	3,200.00	-	-	-
020459	R00616234.00	9/12/25	42,967.21	42,967.21	42,967.21	-	-	-
020498	R00616235.00	9/12/25	169,697.31	169,697.31	169,697.31	-	-	-
020578	R00616236.00	9/15/25	35,060.92	35,060.92	35,060.92	-	-	-
Grand Total:			420,856.30	420,856.30	400,886.30	-	5,595.00	14,375.00

ACH Payments:

ach@msa-ps.com

Account Number: 101065930

Routing Number: 075901590

Baraboo State Bank, 101 3rd Avenue Baraboo, WI 53913

Check Payments:

MSA Professional Services, Inc.

1230 South Boulevard

Baraboo, WI 53913