

## **AMENDMENT No. #2 TO PROFESSIONAL SERVICES AGREEMENT**

### **Grant Creek Lift Station 2018-50**

**THIS PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 2** is made and entered into this 13th day of August, 2021, by and between the **CITY OF MISSOULA, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, 435 Ryman, Missoula, Montana 59802, hereinafter referred to as “City,” and **Morrison-Maierle**, 1055 Mount Ave, Missoula, Montana 59801, hereinafter referred to as “Consultant.”

#### **Recitals**

- 1.** On August 16, 2019 the above parties entered into an agreement whereby the Consultant agreed to perform work and provide the services in accordance with the requirements of the Scope of Services, as described in Exhibit A for which the City agreed to pay the amount of Eight Thousand, Nine Hundred Dollars (\$8,900.00).
- 2.** Since the execution of the Agreement, the parties desire to amend it as set forth in this Professional Services Agreement Amendment No. 1 to include additional work, as described in Exhibit A1 not to exceed Seventy-Two Thousand, Six Hundred Five Dollars (\$72,600) for the additional work.
- 3.** Since the execution of the Amendment No 1., the parties desire to amend it as set forth in this Professional Services Agreement Amendment No. 2 to include additional work, as described in Exhibit A2 not to exceed Sixty Three Thousand Five Hundred Dollars (\$63,500.00) for the additional work. This brings the Agreement total to \$145,000.
- 4.** Provisions of the original contract dated August 16, 2019, that are not amended herein remain in full force and effect.

#### **Amendment**

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree to amend the Agreement as follows:

**1. Scope of Work/Task Deadlines**, is amended to incorporate the following Scope of Services attached hereto as Exhibit A2.

**2. Payment**, is amended in the first sentence to read as follows: “City agrees to pay Consultant an amount not to exceed Eighty-Seven Thousand, Ninety-Four Dollars and Twenty-Five cents. (\$87,094.25) for services performed pursuant to the Scope of Services.”

**IN WITNESS WHEREOF**, the parties hereto have executed this instrument the day and year first above written.

**CONSULTANT:**  
Morrison-Maierle

**MAYOR**  
City of Missoula, Montana

\_\_\_\_\_

\_\_\_\_\_  
John Engen

**ATTEST:**

**APPROVED AS TO FORM AND CONTENT:**

\_\_\_\_\_  
Martha L. Rehbein, CMC, City Clerk

\_\_\_\_\_  
Jim Nugent, City Attorney

(SEAL)