

AMENDMENT No. 3 TO PROFESSIONAL SERVICES AGREEMENT
MULLAN ROAD RECONSTRUCTION PROJECT, 2019-013

THIS PROFESSIONAL SERVICES AGREEMENT AMENDMENT No. 3 is made and entered into this December 29, 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 St., Missoula, Montana 59802, hereinafter referred to as "City," and **WGM Group**, 1111 East Broadway, Missoula, Montana 59802 hereinafter referred to as "Consultant."

Recitals

1. On March 2, 2020, the above parties entered into an agreement whereby the Consultant agreed to perform project design work, for which the City agreed to pay the amount of One Hundred Forty-Two Thousand One Hundred Forty-Seven Dollars (\$142,147.00), herein referred to as "Agreement."
2. On April 13, 2020, the above parties entered into an amendment whereby the Consultant agreed to include a memorandum of understanding between the City and developers at a cost not to exceed Five Thousand, Two Hundred Fifty-Five Dollars (\$5,255.00), herein referred to as "Amendment #1".
3. On December 14, 2020, the above parties entered into an amendment whereby the Consultant agreed to provide potholing for verification of existing underground utility depths to determine if relocations are necessary at a cost not to exceed Eight Thousand, Eight Hundred Forty-One Dollars (\$8,841.00), herein referred to as "Amendment #2".
4. Since the execution of the Agreement and Amendment #1 & #2, the parties desire to amend it as set forth in this Professional Services Agreement Amendment No. 3 to include engineering services to widen the shared-use path to a width of 10-feet from 8-feet, which were originally incorporated in the project plans, and described in Exhibit A3.
5. Provisions of the original contract dated March 2, 2020, Amendment #1 dated April 13, 2020, and Amendment #2 dated December 14, 2020 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. Paragraph 3, **Scope of Work**, is amended to also include the Scope of Services attached hereto as Exhibit A3 at a cost not to exceed Forty-Five Thousand, Four Hundred

Eight-Three Dollars (45,483.00).

2. Paragraph 4, **Payment**, is amended in the first sentence to read as follows: "City agrees to pay Consultant **an amount not to exceed Two Hundred One Thousand, Seven Hundred Twenty-Six Dollars (\$201,726)** 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
WGM Group

MAYOR
City of Missoula, Montana

Miranda Ming, CFO

John Engen

ATTEST

APPROVED AS TO FORM AND CONTENT

Martha L. Rehbein, CMC, City Clerk

Jim Nugent, City Attorney

(SEAL)

