

# PROFESSIONAL SERVICES AGREEMENT

## Missoula Airport Wells and Preliminary Engineering Report

**This Agreement** is made and entered into October 13, 2022, between the **CITY OF MISSOULA, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, 435 Ryman St., Missoula, MT 59802-4297, referred to here as “City,” and **Water & Environmental Technologies**, 480 East Park Street, Butte, MT 59701, referred to here as “Consultant.”

In consideration of the mutual covenants and agreements contained here, the receipt and sufficiency of the same being acknowledged, the parties agree as follows:

- 1. Purpose:** City agrees to hire Consultant as an independent contractor to perform services for City described in Tasks 1-5 only on the Scope of Services, attached as Exhibit A, reference made a part of this agreement.
- 2. Effective Date:** This agreement is effective on the date of its execution.
- 3. Scope of Work/Task Deadlines:** Consultant will perform the work and provide the services in Tasks 1-5 only in accordance with the requirements of Exhibit A.
- 4. Payment:** City agrees to pay Consultant an amount not to exceed **Forty-Four Thousand, Two Hundred Dollars (\$44,200.00)** for services performed pursuant to the Scope of Services. Any alteration or deviation from the described work that involves extra costs will be performed by Consultant after written request by the City and will become an extra charge over and above the agreement amount. The parties must agree in writing upon any extra charges.
- 5. Independent Contractor Status:** The parties agree that Consultant, is an independent contractor for purposes of this agreement and the parties agree that Consultant is and shall be an independent contractor when performing services pursuant to this agreement. Consultant is not subject to the terms and provisions of the City’s personnel policies handbook and may not be considered a City employee for workers’ compensation or any other purpose. Consultant is not authorized to represent the City or otherwise bind the City in any dealings between Consultant and any third parties.

Consultant shall comply with the applicable requirements of the Workers’ Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Consultant shall maintain workers’ compensation coverage for all members and employees of Consultant’s business, except for those members who are exempted by law.

Consultant shall furnish the City with copies showing one of the following: (1) a binder for workers’ compensation coverage by an insurer licensed and authorized to provide workers’ compensation insurance in the State of Montana; or (2) proof of exemption from workers’ compensation granted by law for independent contractors.

**6. Indemnity and Insurance:** For other than professional services rendered, to the fullest extent permitted by law, Consultant agrees to defend, indemnify, and hold the City harmless against claims, demands, suits, damages, losses, and expenses connected therewith that may be asserted or claimed against, recovered from or suffered by the City by reason of any injury or loss, including but not limited to, personal injury, including bodily injury or death, property damage, occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Consultant or Consultant's agents or employees.

For the professional services rendered, to the fullest extent permitted by law, Consultant agrees to indemnify and hold the City harmless against claims, demands, suits, damages, losses, and expenses, including reasonable defense attorney fees, to the extent caused by the negligence or willful misconduct of the Consultant or Consultant's agents or employees.

For this purpose, Consultant shall provide City with proof of Consultant's liability insurance issued by a reliable company or companies for personal injury and property damage in amounts not less than as follows:

- Workers' Compensation – statutory
- Employers' Liability - \$1,000,000 per occurrence; \$2,000,000 annual aggregate
- Commercial General Liability - \$1,000,000 per occurrence; \$2,000,000 annual aggregate
- Automobile Liability - \$1,000,000 property damage/bodily injury; \$2,000,000 annual aggregate
- Professional Liability - \$1,000,000 per claim; \$2,000,000 annual aggregate

The city shall be included or named as an additional or named insured on the Commercial General and Automobile Liability policies. The insurance must be in a form suitable to City.

**7. Professional Service:** Consultant agrees that all services and work performed under this agreement will be accomplished in a professional manner.

**8. Compliance with Laws:** Consultant agrees to comply with all federal, state and local laws, ordinances, rules and regulations. Consultant agrees to purchase a City business license.

**9. Nondiscrimination and Affirmative Action:** Consultant agrees and shall comply with the following Non-Discrimination and Affirmative Action policies:

**NON-DISCRIMINATION.** All hiring shall be on the basis of merit and qualification and there shall be no discrimination in employment on the basis of race, ancestry, color, physical or mental disability, religion, national origin, sex, age, marital or familial status, creed, ex-offender status, physical condition, political belief, public assistance status, sexual orientation, or gender identity/expression, except where these criteria are reasonable bona fide occupational qualifications.

**AFFIRMATIVE ACTION POLICY.** Contractors, subcontractors, sub grantees, and other firms doing business with the City of Missoula must be in compliance with the City of

Missoula's Affirmative Action Plan, and Title 49 Montana Codes Annotated, entitled "Human Rights" or forfeit the right to continue such business dealings.

**The City's Affirmative Action Policy Statement is:**

The Mayor of the City of Missoula or the Mayor's designee may adopt an affirmative action plan to provide all persons equal opportunity for employment without regard to race, ancestry, color, handicap, religion, creed, national origin, sex, age, sexual orientation, gender identity or expression, or marital status. In keeping with this commitment, we are assigning to all department heads and their staff the responsibility to actively facilitate equal employment opportunity for all present employees, applicants, and trainees. This responsibility shall include assurance that employment decisions are based on furthering the principle of equal employment opportunity by imposing only valid requirements for employment and assuring that all human resource actions are administered on the basis of job necessity.

Specific responsibility for developing, implementing, monitoring and reporting are assigned to the City Personnel staff under the supervision and direction of the Chief Administrative Officer and the Mayor.

It is the policy of the City of Missoula to eliminate any practice or procedure that discriminates illegally or has an adverse impact on an "affected" class. Equal opportunity shall be provided for all City employees during their terms of employment. All applicants for City employment shall be employed on the basis of their qualifications and abilities.

The City of Missoula, where practical, shall utilize minority owned enterprises and shall ensure that subcontractors and vendors comply with this policy. Failure of subcontractors and vendors to comply with this policy statement shall jeopardize initial, continued, or renewed funds.

Our commitment is intended to promote equal opportunity in all employment practices and provide a positive program of affirmative action for the City of Missoula, its employees, program participants, trainees and applicants.

**10. Default and Termination:** If either party fails to comply with any condition of this agreement at the time or in the manner provided for, the other party, at its option, may terminate this agreement and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this agreement.

**11. Modification and Assignability:** This document contains the entire agreement between the parties and no statements, promises or inducements made by either party or agents of either party, which are not contained in this written agreement, may be considered valid or binding. This agreement may not be enlarged, modified or altered except by written amendment signed by

both parties hereto. The Consultant may not subcontract or assign Consultant's rights, including the right to compensation or duties arising under this agreement, without the prior written consent of City. Any subcontractor or assignee will be bound by all of the terms and conditions of this agreement.

**12. Ownership and Publication of Materials:** All reports, information, data, and other materials prepared by the Consultant pursuant to this agreement are the property of the City. The City has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any re-use without written verification or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Consultant. No material produced in whole or in part under this agreement may be copyrighted or patented in the United States or in any other country without the prior written approval of the City.

**13. Liaison:** City's designated liaison with Consultant is Logan McInnis and Consultant's designated liaison with City is Brad Bennett.

**14. Applicability:** This agreement and any extensions of it shall be governed and construed in accordance with the laws of the State of Montana.

**15. Signing of Contract:** The contract may be signed in counterparts and signed electronically by all parties.

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

**CONSULTANT:**

**MAYOR**

City of Missoula, Montana

\_\_\_\_\_

\_\_\_\_\_

Jordan Hess

**ATTEST:**

**APPROVED AS TO FORM AND CONTENT:**

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

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

(SEAL)



October 5, 2022

Logan McInnis, PE  
Deputy Director of Utilities  
City of Missoula, Department of Public Works & Mobility  
1345 W. Broadway  
Missoula, MT 59802

***Re: Missoula Airport Wells and Preliminary Engineering Report***

Dear Logan,

Pursuant to your request, Water & Environmental Technologies (WET) is pleased to provide the following scope of work and cost estimate to the City of Missoula (City) to prepare a Preliminary Engineering Report (PER) and Environmental Checklist for the development of a municipal well field west of the City near the Missoula International Airport (MIA) and to drill and develop a test well within the immediate vicinity of the proposed future well field.

WET considers the area around the MIA an ideal location to develop a well field, with the first step being a test well. A test well in this location will help to clarify the abundance of groundwater in this portion of the Missoula aquifer and will provide a way to monitor groundwater levels and predict potential pumping rates.

**TASK 1. PRELIMINARY INVESTIGATION**

WET will review existing hydrogeologic information to develop a well design. WET will complete a desktop assessment of the hydrogeologic conditions at the proposed well location(s). The objective of this evaluation is to develop an understanding of the local hydrogeological framework to evaluate the potential for constructing a high-capacity production well of up to 1,500 gpm at the proposed location. The evaluation will be based on a review of existing information including well driller's reports, previous aquifer pumping tests, interviews with local well drillers and pump installers, and published literature and reports.

***Deliverable:***

WET will prepare maps, figures, and documentation of the anticipated hydrogeologic conditions, including estimates of water quantity and water-quality available at the proposed well location(s).

**TASK 2. PRELIMINARY ENGINEERING REPORT AND ENVIRONMENTAL CHECKLIST**

WET will obtain existing reports and information regarding the City's infrastructure capacity and other relevant documentation to which the City's "North" pressure zone can be referred. The purpose of the PER will be to demonstrate the need for municipal wells in the vicinity of the airport to better facilitate delivery of water in the north and northwest portions of Missoula's

water system. The PER will follow the outline provided in 2022 13<sup>th</sup> Edition Uniform Application for Montana Public Facility Projects specific to Drinking Water projects.

WET has initiated communication with the DWSRF Specialist in the Montana Department of Environmental Quality Engineering Bureau to ensure the specific funding agency requirements will be met. Of these requirements includes the Uniform Environmental Checklist where WET will identify environmental resources present in the vicinity of the proposed well field and address foreseeable impacts that the proposed well field may have on them. While the Uniform Environmental Checklist is a separate deliverable from the PER, the environmental resources present, and environmental impacts of the well field will also be thoroughly discussed in the PER.

WET will assist the City in leading two (2) public meetings to educate the public as to why the Preferred Alternative was chosen and to encourage discussion and comments from the public. It is the City's preference to complete the Uniform Application and perform the grant administration once WET has completed the PER and Uniform Environmental Checklist.

***Deliverable:***

Preliminary Engineering Report and Uniform Environmental Checklist.

**TASK 3. WELL AND AQUIFER TEST DESIGN**

WET recommends initially drilling a test well at the proposed well site. It is our understanding that the City has committed to construct a 12-inch irrigation supply well for the MIA. The proposed plan is to utilize this irrigation well as a test well to evaluate the hydrogeologic conditions in this portion of the Missoula aquifer. Construction and testing of the test well will provide the City with the information required to design a high-capacity public water supply well(s) - if the area is deemed viable. Preliminary design plans include completion of a step-drawdown test and a 24-hour aquifer pumping test.

***Deliverable:***

Design plans and technical specifications that can be utilized in a public bid package. Plans and specifications shall include the following information: Site Plan Sheet, Well Design Detail Sheet, Well Construction and Testing Specification, aquifer testing plan, including duration of step-drawdown test, identification of observation wells, and general details of the pumping test, including identification of the discharge location for pumped water.

**TASK 4. PREPARE CONTRACT DOCUMENTS AND SPECIFICATIONS**

WET will prepare the Contract Documents and Specifications for well construction and aquifer testing for the irrigation/test well. Contract documents include the advertisement for bid, instructions to bidders, proposal, general conditions, supplementary conditions, special provisions, and standard forms.

For the specifications, WET will incorporate the 7<sup>th</sup> Edition of specifications from the Montana Public Works Standard Specifications (MPWSS). WET will supplement the specifications with

additional technical specifications for work items that are not specifically addressed in MPWSS, as necessary.

***Deliverable:***

Construction drawings, technical specifications, and contract documents submitted to City for review. Contract documents shall include Project Manual Cover, Cover Letter, Table of Contents, Project Timetable, Invitation for Bids, Instructions for Bidders, Bid Form, Contractor Experience and References, Agreement, General Conditions, Supplementary Conditions, Special Provisions and Measurements and Payment, incorporation of Specifications and Plans, Wage Rates and Miscellaneous Forms.

**TASK 5. BIDDING SERVICES**

WET will manage all bidding services for this project. This task includes:

- Prepare Engineers Cost Estimate.
- Post bidding documents and construction drawings for bidders to QuestCDN.
- Prepare official bid proposal.
- Draft the Invitation for bid for the City.
- Conduct one (1) mandatory pre-bid conference offered in person and web-based meeting.
- Throughout the bidding process WET will answer bidders' questions and issue addenda.
- Assist one (1) in-person bid opening.
- Provide to the City an Engineer's recommendation to award, notice of award and executed contract documents.

**TASK 6. CONSTRUCTION ADMINISTRATION**

WET will provide construction administration throughout the project, including drilling, development, and testing of the well. A hydrogeologist will be on-site logging the test well utilizing the Hydrogeologic Classification System for Water-Well Boreholes. Discrete production zones will be assessed for yield (water quantity) and water quality (concentrations of dissolved iron, manganese, and nitrates). Formation samples will be submitted for sieve analysis to allow for design of the production well screen. A hydrogeologist will be on-site to provide oversight during all phases of the drilling, well construction, well development, and aquifer testing. Final well construction details and timeframes may vary depending on site-specific conditions. Well construction and aquifer testing is not anticipated to exceed 25 working days. This scope of work assumes full-time inspection, 10-hour days, for 20 working days, to ensure adherence to contract documents.

***Deliverable:***

WET will provide full-time inspection and hydrogeologic logging of the test well. Upon completion of the test well, WET will provide a detailed hydrogeologic well log documenting the lithology and hydrogeologic conditions encountered with depth.

### **TASK 7. WELL COMPLETION TECHNICAL MEMORANDUM**

A Technical Memorandum documenting the results from the drilling of the test well, including an assessment of the aquifer testing, will be prepared. WET will assess the anticipated yields for a production well and recommendations for completion of a municipal supply well(s) (including casing size and total depth anticipated).

***Deliverable:***

Technical Memorandum documenting well completion, anticipated yields, and professional hydrogeological recommendations.

### **TASK 8. PROJECT MANAGEMENT**

WET will perform the necessary administration and management measures to provide a seamless work product during the design and construction process. These measures will include monthly invoicing with details of design progress, detailed construction progress reports and tracking the contractor Schedule of Values quantities for SRF funds reimbursement requests, communication liaison between City and the design team, construction progress meetings as necessary, and project status meetings as needed to discuss major items with the City as the dynamic nature of this project evolves.

### **SCHEDULE**

WET will make every reasonable effort to perform the scope of work according to the following proposed schedule:

Task Number	Task	Estimated Completion Date
<b>Task 1</b>	Preliminary Site Investigation	November 2022
<b>Task 2</b>	PER and Environmental Checklist	December 2022
<b>Task 3</b>	Test Well Design and Aquifer Test Plan	January 2023
<b>Task 4</b>	Prepare Contract Documents and Specifications	February 2023
<b>Task 5</b>	Bidding Services	June 2023
<b>Task 6</b>	Construction Administration	September 2023
<b>Task 7</b>	Well Completion Report	October 2023
<b>Task 8</b>	Project Management	Throughout

### **COST ESTIMATE**

These costs are budgetary estimates based on similar projects and anticipated scope of work. Actual costs may vary based on requirements, and WET will coordinate closely with the City on budget status and discuss any variations from these estimates.

Task Number	Task	Cost Estimate
<b>Task 1</b>	Preliminary Site Investigation	\$ 2,400
<b>Task 2</b>	PER and Environmental Checklist	\$23,800
<b>Task 3</b>	Test Well Design and Aquifer Test Plan	\$ 6,000
<b>Task 4</b>	Prepare Contract Documents and Specifications	\$ 6,000
<b>Task 5</b>	Bidding Services	\$ 6,000
<b>Task 6</b>	Construction Administration	\$ 24,000
<b>Task 7</b>	Well Completion Report	\$ 4,800
<b>Task 8</b>	Project Management	\$ 4,200
	<b>Expenses</b>	\$7,500
	<b>Total Estimated Project Cost</b>	\$84,700

Please be aware the following items are excluded from this scope of services:

- Montana SRF review fees – to be paid by the City.
- Project Bid Advertisement or Legal Notifications fees – to be paid by City.
- Utilities location – including subsurface hydrovac/excavation.
- Storm water permitting and ground water dewatering permitting if applicable (to be completed by the construction contractor).
- Soil compaction testing and / or materials testing (to be completed by the construction contractor).
- Engineering services required for re-bidding the project, if necessary
- Review of Certified Payroll documentation.
- Dispute resolution or expert witness services in a conflict between the City and the construction contractor beyond the standard Engineers obligations included in the Project Manual.

If this proposal is acceptable to you, please sign and return a copy of this agreement as authorization to proceed. If you have any questions regarding the proposed scope of work or cost estimate, please do not hesitate to contact me at (406) 309-6083 or [bbennett@waterenvtech.com](mailto:bbennett@waterenvtech.com). We look forward to working with the City of Missoula on this project!

Sincerely,



Brad Bennett, PG  
Senior Hydrogeologist



## SERVICES AGREEMENT

This Agreement, made this 30<sup>th</sup> of September, 2022 by and between Improve City of Missoula (hereinafter called the "Client") and **Water & Environmental Technologies**, a Montana Company, with its corporate office located at 480 East Park Street, Butte, Montana 59701 (hereinafter called "Water & Environmental Technologies.").

The Client and Water & Environmental Technologies hereby agree as follows:

**1. Services to be Performed**

Water & Environmental Technologies shall perform for the Client the services set forth in Exhibit A, which is attached hereto and made an integral part of this Agreement. Exhibit A may be amended from time to time with the mutual consent of the parties to this Agreement.

**2. Fees and Charges**

- a. The fees and charges to be paid by the Client shall be those set forth in Exhibit A.
- b. A monthly invoice of fees and charges shall be prepared and mailed to the Client by Water & Environmental Technologies. The Client shall pay all invoiced fees and charges within thirty (30) days of the date of each monthly invoice. Invoiced amounts which are not timely paid will bear interest at the rate of eighteen percent (18%) per annum from the due date until paid. In addition, Water & Environmental Technologies may, but need not, in the event of untimely payment either (a) cease performance under this Agreement until such time as the delinquency is cured, or (b) terminate this Agreement in accordance with Article 8.c. of this Agreement.
- c. The fees and charges to be paid by Client shall increase by N/A % on each anniversary date of this Agreement or shall be as stated in Exhibit A, whichever is greater.

**3. Term**

This Agreement shall commence on the date stated above and shall continue in full force and effect until terminated by either party, in which case the terminating party shall provide the other party with at least thirty (30) days prior written notice.

**4. Indemnification**

- a. The Client agrees to indemnify, save harmless and defend Water & Environmental Technologies from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incidental thereto, including but not limited to reasonable attorney's fees, which Water & Environmental Technologies may hereafter incur, become responsible for or pay out as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of governmental laws, regulations or orders, caused, in whole or in part, by (1) Client's breach of any term or provision of this Agreement; or (2) any negligent or willful act or omission of Client, its employees or subcontractors; or (3) the Client's management of waste products which eventually become the subject of a Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) clean-up action or any other governmental agency enforcement action.
- b. Water & Environmental Technologies agrees to indemnify, save harmless and defend the Client from and against any and all liabilities, claims, penalties, forfeitures, suits and the cost and expenses incidental thereto, including reasonable attorney fees, which client may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of governmental laws, regulations or orders caused by (1) Water & Environmental Technologies' breach of any term or provision of this Agreement; or (2) any negligent or willful act or omission by Water & Environmental Technologies, its employees or subcontractors; provided however, that Water & Environmental Technologies' indemnity obligation hereunder shall not exceed the limits of Water & Environmental Technologies' insurance policies.

5. **Independent Contractor**

At all times during the term of this Agreement Water & Environmental Technologies shall be an independent contractor. Neither Water & Environmental Technologies nor anyone employed by it shall be, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the Client.

6. **Data Generated by Water and Environmental Technologies**

Any measurements, computations, projections, assumptions (data) compiled or generated by Water & Environmental Technologies during the course of their performance of the scope of work identified in Exhibit A is and shall remain the property of Water & Environmental Technologies.

7. **Confidentiality**

Water & Environmental Technologies and Client each shall treat as confidential property and shall not disclose to others any information (including technical information, pricing, experience or data) regarding either party's plans, programs, plants, processes, products, costs, equipment operations, or customers which may come within the knowledge of the parties through this Agreement. All such confidential property shall remain the sole property of the disclosing party.

This Agreement shall not prevent either Water & Environmental Technologies or Client from disclosing to others or using in any manner information which:

- a. Has been published or has become part of the public domain other than by the unauthorized act or acts of Water & Environmental Technologies or the Client; or
- b. Has been furnished or made known to Water & Environmental Technologies or the Client by third parties without restrictions on its disclosure; or
- c. Was in the possession of the disclosing party prior to the disclosure thereof by the other.

8. **Liability**

- a. Water & Environmental Technologies' total liability arising out of its performance under this Agreement shall not exceed the limits of Water & Environmental Technologies' insurance policies, and in no event shall Water & Environmental Technologies be liable to Client, whether in tort, contract or other legal theory, for punitive, incidental, indirect, special, or consequential damages arising in connection with the performance or failure to perform service hereunder.
- b. Water & Environmental Technologies warrants that it shall perform all work in a professional manner in conformance with the industry standards. Except to the extent expressly warranted herein, Water & Environmental Technologies makes no other warranties, whether express or implied.

9. **Default, Force Majeure, Suspension, Termination**

- a. Except as provided in Article 8.b below, if, during the term of this Agreement, either party shall be in default of any of its obligations under this Agreement, including but not limited to the payment of any sums due hereunder, the other party may suspend its performance hereunder until such default has been corrected; provided, however, that no such suspension shall be effective until ten (10) days after the non-breaching party has given written notice of default to the other party.
- b. Any delay or failure of either party in the performance of its obligations hereunder shall be excused if and to the extent caused by acts of God, strikes, action of regulatory agencies, fire, flood, explosion, riot, war, sabotage, court injunction or order, loss of permit, and causes beyond the control of the delaying or failing party, provided that a prompt notice of such delay or failure is given by such party to the other and each of the parties hereto shall be diligent in attempting to remove such cause or causes.
- c. Water & Environmental Technologies may terminate this Agreement in the event Client fails to timely pay Water & Environmental Technologies' charges pursuant to article 2 hereof.
- d. Termination pursuant to article 8.c., above, shall operate to discharge all obligations and duties of Water & Environmental Technologies which are unperformed on the date of the termination.

Notwithstanding the foregoing, any right of Water & Environmental Technologies arising as a result of the event(s) which resulted in the termination, including but not limited to the right to commence and maintain a court action for breach of contract based on the performance, non-performance or a breach of this Agreement by the Client, shall survive.

- e. The right of termination hereunder is in addition to, and not in lieu of, any right of the parties under applicable law.

**10. Assignment**

Neither party shall assign or attempt to assign any rights or delegate or attempt to delegate any duties existing pursuant to the terms and provisions of this Agreement without the prior written consent of the other party. Provided however, that this provision shall not prohibit or be construed to prohibit Water & Environmental Technologies from executing such subcontracts as it deems necessary, reasonable or advisable for the performance of services under this agreement.

**11. Notice**

Any notice, correspondence or billing required to be given by the terms of the Agreement shall be delivered by hand, or delivered by mail, postage prepaid, return receipt requested, to the address of the respective party below:

Water & Environmental Technologies  
480 East Park Street  
Butte, MT 59701

Client: City of Missoula  
1345 W, Broadway  
Missoula, MT 59802

**12. Applicable Law/Venue**

This Agreement shall be governed in all respects by the laws of the State of Montana and jurisdiction and venue are proper in the District Court for the Second Judicial District, Butte, Montana.

**13. Entire Agreement/Integration**

This Agreement and the attachment referenced in the Agreement constitute the entire Agreement between the parties. No changes or modification shall be binding on Water & Environmental Technologies or the Client unless it shall be in writing and signed by both parties. In no event shall any preprinted terms or conditions which are inconsistent or conflict with provisions of this Agreement and which are found on any Water & Environmental Technologies or Client purchase or work order or similar document be considered an amendment or modification of this Agreement, even if such documents are signed by representatives of both Water & Environmental Technologies and the Client. Such inconsistent or conflicting preprinted terms or conditions shall be considered null and of no effect to the extent of the inconsistency or conflict.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its duly authorized representative on the day and year set forth.

**Water & Environmental Technologies**

**Client:**

By: Brad Bennett

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

Signature: 

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

Its: Branch Manager / Sr. Hydrogeologist

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

Date: September 30, 2022

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