

## **AMENDMENT No. #3 TO PROFESSIONAL SERVICES AGREEMENT**

### **Upper Prospect Reservoir #2 Project**

**THIS PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 3** is made and entered into this 22<sup>nd</sup> day of November, 2022, 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 HDR Engineering, Inc. 465 E. Galena St, Butte, Montana 59701, hereinafter referred to as “Consultant.”

#### **Recitals**

- 1.** On November 25, 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, for which the City agreed to pay the amount of Ninety-Four Thousand, Two Hundred and Seventy-Four Dollars (\$94,274.00).
- 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 Scope of Services not to exceed Eleven Thousand, One Hundred Twenty-Seven Dollars (\$11,127.00) for the additional work.
- 3.** Since the execution of the Amendment #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 Scope of Services, attached as Exhibit A2 not to exceed Forty-Nine Thousand, Four Hundred Twenty Dollars (\$49,420.00) for the additional work. This brings the total of the project to \$154,818.00.
- 4.** Since the execution of the Amendment #2, the parties desire to amend it as set forth in this Professional Services Agreement Amendment No. 3 to include additional work, as described in Scope of Services, attached as Exhibit A not to exceed Twelve Thousand, Six Hundred Dollars (\$12,600.00) for the additional work. This brings the total of the project to \$167,418.00.
- 5.** Provisions of the original contract dated November 25, 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 A.

**2. Payment**, is amended in the first sentence to read as follows: "City agrees to pay Consultant an amount not to exceed One Hundred Sixty-Seven Thousand, Four Hundred Eighteen Dollars (\$167,418.00) 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:**  
HDR Engineering, Inc.

**MAYOR**  
City of Missoula, Montana

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\_\_\_\_\_  
Jordan Hess

**ATTEST:**

**APPROVED AS TO FORM AND CONTENT:**

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Martha L. Rehbein, CMC, City Clerk

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Jim Nugent, City Attorney

(SEAL)