



## **FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**

### **Herrera Environmental Consultants for the Missoula Development Park**

**This AMENDMENT** is made and entered into on the date fully executed below 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 **Herrera Environmental Consultants**, 101 East Broadway, Suite 610, Missoula, MT 598902, referred to here as “Consultant.”

### **RECITALS**

1. The Parties entered into Professional Services Agreement (A-9285) on June 27, 2023 (Agreement), under which the Consultant agreed to provide a conditions assessment and alternatives analysis for the Missoula Development Park to the City.
2. The Parties desire to amend the Agreement to include engineering services to perform design, prepare bid documents, and provide bid and construction management support for the work recommended in the Alternatives Analysis Report that was prepared as part of the original contract.

### **AMENDMENT**

Now therefore, in consideration of the mutual covenants and agreements contained here, the receipt and sufficiency of the same being acknowledged, the Parties agree as follows:

- A. Section 3 of the Agreement is hereby amended to read as follows:  
City agrees to pay Consultant an amount not to exceed One-Hundred Fifty Three Thousand Three Hundred Nine Dollars (\$153,309.00) for services performed pursuant to the Scope of Services (Exhibit A). 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.
- B. All other terms of the Agreement shall remain in full force and effect except as amended by this Amendment. If a conflict arises between the terms of this Amendment and the Agreement, the terms of this Amendment shall control.

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

**CONSULTANT:**

\_\_\_\_\_  
Theresa M. Wood

**ATTEST:**

\_\_\_\_\_  
Claire Trimble, City Clerk

(SEAL)

**MAYOR**

City of Missoula, Montana

\_\_\_\_\_  
Andrea Davis

**APPROVED AS TO FORM**

\_\_\_\_\_  
Ryan Sudbury, City Attorney

## ENGINEERING SERVICES FOR MISSOULA DEVELOPMENT PARK REGIONAL STORM SYSTEM – AMENDMENT 1

On October 16, 2025, the City of Missoula (the City) authorized Herrera Environmental Consultants (Herrera) to prepare a scope of work and cost estimate for an amendment to the original contract for the Engineering Services for Missoula Development Park Regional Storm System. The amendment will include engineering services to perform design, prepare bid documents, and provide bid and construction management support for the work recommended in the Alternatives Analysis Report that was prepared as part of the original contract.

This scope of work includes a discussion of the activities, assumptions, deliverables, and a schedule associated with this project:

- Task 1.0 – Project Management..... 1
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- Task 3.0 – Coordination and Public Outreach..... 5
- Task 4.0 – Construction Administration ..... 6
- Task 5.0 – Additional Services ..... 8

### Task 1.0 – Project Management

Herrera’s project manager will be responsible for ongoing administration of the project, including reviewing invoices and preparing progress reports, as well as coordination of work efforts with the designated City of Missoula project manager and subconsultants. Herrera’s project manager will have phone and email contact with the City project manager and subconsultants on an as-needed basis. The following project management work will be completed:

- Project Schedule – Herrera will prepare an overall project schedule for the work as well as sub-schedules for completing individual tasks and update the schedule as needed as task work proceeds. Any updates to the schedule will be discussed with the City Project Manager.
- Progress Reports & Invoices – Herrera will submit monthly invoices and progress reports. The progress reports will include descriptions of the progress to date on each task.
- Conduct a kickoff meeting with the City’s project team (in person). Herrera will prepare an agenda and meeting minutes. Kickoff meeting will be approximately 60 minutes, attended by City staff and up to four staff from the Consultant team.



Cost Estimate for Missoula Development Park - Amendment 1  
 Herrera Project No. 21-07621-003

12/2/2025

			Task No.					Total
			1	2	3	4	5	
			Project Management	Design and Bid Support	Coordination and Public Outreach	Construction Administration	Additional Services	
Herrera Labor based on:	Burdened Labor Rates							
Schedule	Task Start Date		12/31/2025	12/31/2025	12/31/2025	6/1/2026	12/31/2025	
	Task End Date		12/31/2026	6/30/2026	12/31/2026	11/2/2026	8/31/2026	
Staff	Labor Category	2026 Burdened Labor Rates						
Houck, Heidi	Engineer VI	\$267.04	4	8	0	2	0	14
Johnson, Kyle	Engineer V	\$250.77	43	20	4	14	0	81
Fidler, Matthew	Engineer IV	\$184.02	8	39	10	8	0	65
Brown, Jess	Engineer IV	\$199.92	0	4	0	0	0	4
Twohig, Livia	Engineer I	\$127.81	1	134	32	396	0	563
Bagniewski, Ben	GIS Analyst II	\$109.79	0	8	0	16	0	24
Marston, Charles	CAD Technician IV	\$143.96	0	72	0	12	0	84
Fox, Michelle	Administrative Coordinator III	\$127.59	0	8	0	0	0	8
Rudnick, Tracy	Project Accountant IV	\$172.77	16	0	0	0	0	16
<b>Total Hours per Task</b>			72	293	46	448	0	859
<b>Subtotal Labor</b>			\$16,216	\$44,520	\$6,933	\$59,615	\$7,300	\$134,584
<b>Subtotal Herrera Labor</b>			\$16,216	\$44,520	\$6,933	\$59,615	\$7,300	\$134,584

Subconsultants

Subconsultant					
Survey	\$0	\$12,000	\$0	\$0	\$12,000
Compaction Testing	\$0	\$0	\$0	\$5,000	\$5,000
<b>Subtotal Subconsultant Cost</b>	\$0	\$12,000	\$0	\$5,000	\$17,000

Travel and Per Diem (PD)

Item	Unit	Unit Cost				
Auto Use	Mile	\$0.70	0	0	0	516
<b>Subtotal Per Diem</b>			\$0	\$0	\$0	\$361

Other Direct Costs (ODCs)

Item	Unit	Unit Cost				
Postage	Each	\$0.78	0	0	300	0
GPS unit (Leica GS14 Base/Rover)	Day	\$480.00	0	0	0	2
GPS unit (Arrow 100 w/iPad)	Day	\$85.00	0	2	0	0
<b>Subtotal ODCs</b>			\$0	\$170	\$234	\$960

<b>Subtotal Per Diem, Lab Costs, and ODCs</b>	\$0	\$170	\$234	\$1,321	\$0	\$1,725
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<b>Grand Subtotal</b>	\$16,216	\$56,690	\$7,167	\$65,937	\$7,300	\$153,309
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<b>Grand Total</b>						\$153,309
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Note: Herrera adjusts labor rates annually in January unless contract specifies otherwise.

## SCOPE OF WORK

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- Internal Team Coordination – Herrera’s project manager will coordinate the work across tasks and be the main point of contact for requesting information from City staff and relaying information provided by the City.
- Coordination with the City – Herrera’s project manager will be the main point of contact for communication and coordination with the City on this project. Coordination will include regular phone calls and in-person or conference call meetings with the City as needed to coordinate getting City staff input and review.
- QA/QC - Herrera will perform quality assurance and quality control during development of all work product submittals.

## Assumptions

- The duration of active project will be no longer than 12 months.
- Meetings among Consultant team members that do not involve City staff will be conducted under other tasks in this scope of work.
- Herrera will set up and maintain a project file sharing site.
- Kickoff meeting (1 hour) will include up to four Herrera team members.

## Deliverables

- Project Schedule (Electronic format - PDF)
- Kickoff meeting agenda and meeting notes (Electronic format - Word)
- Monthly invoices, progress reports, and budget tracking report (Electronic format - PDF)

## Task 2.0 – Design and Bid Support

The design task will include engineering design, preparation of bid documents, and support through the bidding process for the actions recommended in the *Missoula Development Park Regional Stormwater System Alternatives Analysis Report* that address the identified deferred maintenance, failing infrastructure, capacity deficits, or opportunities to reduce the maintenance effort or increase effectiveness. Not all recommended actions require engineering design; however they may require coordination, planning, and definition in the bid documents. Table 1 clarifies the categories for the recommended actions, and the proposed scope for this amendment.

# SCOPE OF WORK

**Table 1. Recommended Actions**

<b>Recommendation Type</b>	<b>Recommendation Description</b>	<b>Required Scope for Bid Document Preparation</b>	<b>Bid Document Name</b>
<b>Deferred Maintenance</b>			
	Jetting	Coordination and planning, separate bid from all other work	Missoula Development Park Jetting
	Vegetation Management	No Herrera support - City of Missoula to coordinate and contract, separate bid from all other work	NA
	Invasive Weed Management	No Herrera support - City of Missoula to coordinate and contract, separate bid from all other work	NA
	Swale Excavation and Grading	Typical detail for design and construction oversight	Missoula Development Park Stormwater System Maintenance, Repairs, and Replacement
<b>Repair</b>			
	Culvert End Section Repair	Typical detail for design and construction oversight	Missoula Development Park Stormwater System Maintenance, Repairs, and Replacement
	Deepening Ditches, Grading, and Restoring Vegetation	Typical detail for design and construction oversight	Missoula Development Park Stormwater System Maintenance, Repairs, and Replacement
<b>Remove / Replace</b>			
	Pipe Removal and Replacement	Full design and construction oversight	Missoula Development Park Stormwater System Maintenance, Repairs, and Replacement
<b>Additional Infrastructure</b>			
	New Pipe Installation	Full design and construction oversight	Missoula Development Park Stormwater System Maintenance, Repairs, and Replacement
	New Trash Rack	Typical detail for design and construction oversight	Missoula Development Park Stormwater System Maintenance, Repairs, and Replacement
	Ditch Grading	Typical detail for design and construction oversight	Missoula Development Park Stormwater System Maintenance, Repairs, and Replacement

# SCOPE OF WORK

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## Assumptions

- No further modeling will be required for the design. The 2024 Missoula City Public Works Standards and Specifications Manual (MCPWSSM) requires that stormwater systems convey the expected post-development peak flow without overtopping curbs during a 10-year storm event and without inundating buildings or drainfields during a 100-year event. Although the City stormwater standards require that new systems be designed to manage the 10-year, 24-hour storm event, the existing stormwater system in the Missoula Development Park was designed under previous County requirements, and was built to manage a 5-year, 24-hour storm event.
- Pipe jetting work will be bid as a separate construction contract from the repair, remove/replace, and additional infrastructure work.
  - Herrera will provide drawings/maps showing jetting locations and will coordinate with the City to get a jetting contractor under contract.
- Vegetation management will be put out to bid by the City of Missoula directly, and Herrera will not support the contract management or construction management for that work.
- Design criteria will meet the requirements of Chapter 6 – Stormwater System of the 2024 MCPWSSM.
- Survey will be included for remove/replace and additional infrastructure work. Survey will include pipe inverts, structure rims, and topography needed to inform design.
- Missoula Development Park Stormwater System Maintenance, Repairs, and Replacement bid package will comprise plan views with key notes and details for deferred maintenance, repair, and additional Infrastructure. Full designs will be provided for remove/replace recommendations and new pipe construction (under additional infrastructure recommendations).
- Design and construction for pipes in Airport Way and West Harrier Drive will be addressed by other agencies or utility owners. Herrera will provide coordination with utility owners and agencies under Task 3 – Coordination and Outreach.
- Cost Estimate will include:
  - Major work items with detailed line item pricing for materials and construction costs. Cost estimates will be prepared using CSI Uniformat.
  - Estimate to be prepared with a 20% build contingency and a 10% additional contingency to account for current market volatility.
- Specifications will use Montana Public Works Standard Specifications and City of Missoula Standards and Specifications for all performance specifications, including a table of contents for all work applicable to technical specifications. Herrera will prepare special provisions to the MPWSS and City of Missoula.
- The City will provide templates for Herrera to prepare all Division 0 and Division 1 specifications.
- Structural engineering design services will not be required.

## SCOPE OF WORK

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- After the Stage 2 submittal, Herrera and the City will meet to discuss City review and ensure alignment on the design.
- The City will provide one consolidated, complete set of comments for the Stage 3 and Stage 4 design submittal. Allow 10 working days for project team review.
- City comments on the design submittals will be incorporated into the next design deliverable.
- Herrera will coordinate upload of the construction bid package to QuestCDN and will assist with preparation of addenda.
- Herrera will attend the pre-bid meeting onsite facilitated by the City. Herrera will prepare meeting minutes.
- Herrera will provide written responses to bidder questions.
- Herrera will provide bid support, including uploading of the bid package to Quest CDN, preparation of any addendums required, and providing bid evaluation assistance.

### Deliverables

- Missoula Development Park Stormwater System Maintenance, Repairs, and Replacement 30% Design Package (Stage 2) – Drawings and cost estimate – electronic format (PDF).
- Missoula Development Park Stormwater System Maintenance, Repairs, and Replacement 90% Design Package (Stage 3) – Drawings, specifications, cost estimate – electronic format (PDF).
- Missoula Development Park Stormwater System Maintenance, Repairs, and Replacement RFC Package (Stage 4) – Drawings and specifications – electronic format (PDF). Cost estimate will be updated to 100% and submitted with the bid package.
- Missoula Development Park Jetting Limited Solicitation drawings/maps – electronic format (PDF).
- Pre-bid meeting agenda and minutes – electronic format (PDF).
- Bidder question responses – electronic format (PDF).

## Task 3.0 – Coordination and Public Outreach

Herrera will provide support with coordination with utilities and other agencies, including Montana Department of Transportation (MDT), Missoula County, and Montana Department of Environmental Quality (MT DEQ). Coordination with utilities will include the owner of the yellow telecom line that penetrates the 18-inch concrete pipe in Airport Way and the owner of the power line that penetrates the concrete pipe in West Harrier Drive (likely Northwest Energy). Additionally, Herrera will compose a letter to affected neighbors to be printed on City of Missoula stationery and letterhead. Herrera will mail the letter to affected neighbors.

## SCOPE OF WORK

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### Assumptions

- Herrera will coordinate with MDT to inform them of the recommended repair/replacement of their pipe in Airport Way. Coordination will include consolidation of documentation on the damage and recommendations, and up to one meeting with MDT and the City.
- Herrera will support City Staff in pursuing legal follow up with the fiber optic company whose line was installed through the MDT pipe in Airport way. Herrera will provide consolidated documentation on the damage and recommendations for the City's lawyer. Additional design, written or oral testimony, and other legal preparation for the pipe in Airport Way will not be included in this task.
- Herrera will coordinate with the utility owner of the power line (likely Northwestern Energy) that was installed through the pipe in West Harrier Drive. Coordination will include consolidation of documentation on the damage and recommendations, and up to one meeting with the utility owner and the City.
- Herrera will draft a Public Outreach Letter to local businesses and residents to inform them of the project and upcoming construction.
- City staff will provide review and one consolidated, complete set of comments on the draft Public Outreach Letter, to be incorporated into the final letter.
- Cost of mailing will be included in expenses under Herrera's contract.

### Deliverables

- Consolidated documentation on the damage and recommendations for the pipe in Airport Way – electronic format (PDF).
- Consolidated documentation on the damage and recommendations for the pipe in West Harrier Drive – electronic format (PDF).
- Draft and Final Public Outreach Letter/Flier – electronic format (PDF).

## Task 4.0 – Construction Administration

Herrera will support the City during construction with representation during construction meetings and routine inspections to confirm construction Contractor work conforms to the Contract Document requirements. Herrera will provide the following engineering services:

- Herrera will attend the pre-construction and baseline schedule review meeting facilitated by the City.
- Response to Requests for Information (RFIs) - Prepare written comments to respond to construction Contractor RFIs to enable the Contractor to understand the contract drawings and specifications.

## SCOPE OF WORK

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Review of RFIs shall be performed and completed with responses returned to the construction Contractor no later than 7 working days after receipt.

- Submittal review - Check and approve or reject Contractor submittals, including samples, certifications, equipment lists, schedules, shop drawings and catalog data. One copy shall be submitted to City for their records, and one copy shall be returned directly to the Construction Contractor. Completed reviews will be returned to the construction Contractor no later than 10 working days after receipt.
- Provide monthly review of construction Contractor's actual schedule in comparison to the baseline schedule and provide comments, to coincide with pay application.
- Attend weekly construction meetings. Herrera will facilitate meetings as the Owner's representative. Herrera will develop the agenda and meeting minutes.
- Resident Engineer support – Herrera staff will be onsite during key times (approximately one half time) for construction to verify the construction Contractor's work is in conformance with Construction Documents and that installed products and work is consistent with the approved submittals. Herrera will provide site visit summaries for days on-site, including photo documentation of the work observed.
- Field Order preparation and change order support.
- As-built survey and record drawing preparation. Herrera will review and incorporate the Contractor's red-lined drawings and as-built survey into a final as-built drawing set.
- Project closeout and punchlist support.

## Assumptions

- Herrera staff will observe daily construction as the onsite Resident Engineer.
- Herrera will be responsible for construction staking.
- Weekly construction meetings will be 1 hour in duration and will be held at the project site. Meetings will be physically attended by up to two Herrera staff members.
- Period of active construction during which site visits are required will not exceed 17 weeks. Herrera staff will be present during construction up to one half time on site.
- Daily reports will be one-page summaries of activities documented while on-site (up to 85 daily reports).
- Up to eight RFI's are anticipated with an average review and processing time of 1 hour of labor.
- Up to 10 submittals will be reviewed, each requiring an average of one resubmittal. Initial submittal reviews will require an average of 1 hour of labor to review and each resubmittal will require an average of 1 hour of labor to review.

## SCOPE OF WORK

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- Up to two field order and change order documents will be prepared, each requiring an average of 2 hours of labor to prepare.
- Weekly meeting minutes will be one-page summaries of agenda items and action items (up to 14 weekly meeting minutes).
- The consultant team will be responsible for all compaction testing.

## Deliverables

- Weekly Meeting agenda and minutes – electronic format (PDF).
- RFI responses – electronic format (PDF).
- Submittal review responses – electronic format (PDF).
- Field order and change order documents – electronic format (PDF).
- Daily site inspection reports, including photo logs – electronic format (PDF).
- As-built drawings– electronic format (PDF and CAD).

## Task 5.0 – Additional Services

Additional services may be provided, and this task is established to address unexpected changes during the project. Any work under the Additional Services task will require written approval from the City prior to commencement of the work. Written approval will include a brief description of the work and the approved budget. Work under this task could include additional ground survey, design for pipes in Airport Way and West Harrier Drive, or other services requested by the City.

## Project Schedule

Herrera is available to begin work on this project immediately and we anticipate performing this work starting in December 2025. An overall project duration of 12 months is assumed, with completion occurring in December 2026. A rough schedule based on receiving contractual Notice to Proceed in December 2025 is as follows:

Task 1.0 – Project Management	Dec 2025 – Dec 2026
Task 2.0 – Design and Bid Support	Dec 2025 – Jun 2026
Task 3.0 – Coordination and Outreach	Dec 2025 – Dec 2026
Task 4.0 – Construction Administration	Jun 2026 – Dec 2026
Task 5.0 – Additional Services	As approved