

## AMENDMENT No. 1 TO PROFESSIONAL SERVICES AGREEMENT

### Zip Beverage Water Line Connection Project

**THIS PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 1** is made and entered into this 17<sup>th</sup> day of September, 2020, 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 WGM Group, Inc., 1111 E. Broadway Street, Missoula, Montana 59802, hereinafter referred to as “Consultant.”

#### Recitals

1. On October 29, 2019, the above parties entered into an agreement whereby the Consultant agreed to perform work and services consisting of project management and client coordination, soil management and construction work plan, and water line installation oversight on the Zip Beverage Water Line Connection Project for which the City agreed to pay the amount of Three Thousand, Nine Hundred Seventy-Five Dollars (\$3,975.00), herein referred to as “Agreement.”
2. Since the execution of the Agreement, the parties desire to amend it as set forth in this Professional Services Agreement Amendment to include time to sample and analyze leftover fill material at a cost not to exceed Three Thousand, Eight Hundred Thirteen Dollars (\$3,813.00) for the additional work. This brings the Agreement total to \$7,788.00.
3. Provisions of the original contract dated October 29, 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. Paragraph 3, **Scope of Work/Task Deadlines**, is amended to incorporate the following Scope of Services for the Zip Beverage Water Line Connection Project: time to sample and analyze leftover fill material, as itemized in Consulting Scope of Services & Cost Estimate, attached hereto as Exhibit A1.
2. Paragraph 4, **Payment**, is amended in the first sentence to read as follows: “City agrees to pay Consultant an amount not to exceed Seven Thousand, Seven Hundred Eighty-Eight Dollars (\$7,788.00) 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:**  
WGM Group, Inc.

**MAYOR**  
City of Missoula, Montana

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John Engen

**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)