

PROFESSIONAL SERVICES AGREEMENT AMENDMENT

THIS PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 1 is made and entered into this ____ day of _____, 2012, 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 East Broadway, Missoula, MT 59802, hereinafter referred to as "Consultant."

Recitals

1. On February 10, 2009, the above parties entered into an agreement whereby the Consultant agreed to perform work and services consisting of topographic survey, preliminary plan & profile, final design plans and specifications, and construction staking for the Dakota to River Road segment for which the City agreed to pay the amount of Twenty Nine Thousand Nine Hundred Twenty Five and 00/100Dollars (\$29,925.00), 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.

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. I. Scope of Professional Services, is amended to incorporate the following additional Scope of Services:

Conceptual design, meetings and coordination, and pickup survey; all as further detailed and itemized in THE MAY 10, 2012 COVER LETTER & PROFESSIONAL SERVICES ESTIMATE- AMENDMENT 1. (See Attachment A)

2. Compensation, is amended to read as follows:

A. The estimated reimbursable cost for this scope of work is not to exceed \$45,110 without the benefit of a supplement to this agreement. These estimated costs are in accordance with the Fee Estimate, Attachment B, and as further amended by PROFESSIONAL SERVICES

AGREEMENT AMENDMENT NO. 1, Attachment A, and by this reference are made a part of this agreement.

3. City agrees to pay Consultant at reimbursable costs plus a negotiated fixed fee for a fixed scope of services not to exceed an amount of Fifteen Thousand One Hundred Eighty Five and 00/100 Dollars (\$15,185.00) for the Amended Scope of Professional Services described above.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CONSULTANT: Name WGM Group, Inc.

_____ **Date:** _____

Print Name _____

CITY OF MISSOULA, MONTANA

_____ **Date:** _____

John Engen, Mayor

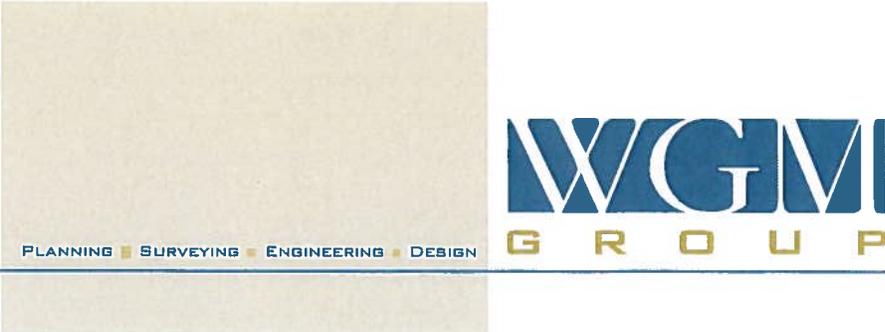
Attest: _____ **Date:** _____

Martha L. Rehbein, CMC
City Clerk

APPROVED AS TO FORM:

By _____ **Date:** _____

Jim Nugent, City Attorney



PLANNING ■ SURVEYING ■ ENGINEERING ■ DESIGN

WGM
G R O U P

May 10, 2012

Doug Harby
City of Missoula
435 Ryman
Missoula, MT 59802

RE: California Street Improvements
Amendment No. 1

Dear Doug:

We are requesting the following amendment to our Professional Services Agreement with the City of Missoula for the California Street Improvements project. The work associated with these activities is beyond the scope of the original contract.

The original Scope of Services, date November 11, 2008, included topographic survey, preliminary plan & profile, final design plans and specs, and construction staking for the Dakota to River Road segment. The City was going to provide a conceptual design layout, contract documents, and construction administration.

After completing the survey, the project was put on hold pending available funding and progress with the Mill Site development. Since that time, there has been discussion about a separated bike path and interest from City Council in having input on the design. The Missoula Redevelopment Agency, which is providing funding for the project, has expressed a strong desire to complete a design this year as a plan for development occurring along the corridor.

Additional Services

WGM Group, Inc. will provide the following additional services:

- **Conceptual Design** – WGM Group will develop two conceptual layouts to evaluate different street configurations, including on-street bike lanes, separated path, and varying sidewalk/boulevard widths to fit within the existing right-of-way. These concepts will include consideration of the 3rd Street to Dakota segment for continuity, but will primarily focus on the Dakota to River Road segment.
- **Meetings and Coordination** – WGM Group will attend and facilitate up to 6 meetings with City Engineering, MRA, Parks Department, and Public Works Committee to get consensus on a preferred design.

Doug Harby
May 10, 2012
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- **Pickup Survey** – WGM Group will conduct one additional topo survey to pick up new curb and sidewalk constructed in the corridor since 2009.

Fee Estimate

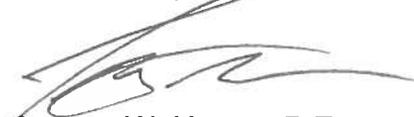
The additional cost to provide these services is **\$15,185**. The current contract amount of \$29,925 would be revised to \$45,110. A detailed cost estimate is attached.

Schedule

WGM Group, Inc. can begin this work immediately. Our intent is to complete the conceptual design phase this spring and proceed with preliminary and final design this summer.

Thank you for the opportunity to submit this proposal. If you have any questions or need additional information, please feel free to contact us at (406) 728-4611.

Sincerely,
WGM Group, Inc.



Jeremy W. Keene, P.E.
Principal Engineer

Encl.

Professional Services Estimate

Project Name: CALIFORNIA STREET IMPROVEMENTS - Amendment 1
 Project Number: 070822
 Client: CITY OF MISSOULA
 Date: 5/10/2012



DIRECT LABOR	Phase 02 PRELIMINARY DESIGN			Phase 04 FINAL DESIGN & CONST DOCS		Phase 05 CONSTRUCTION SERVICES		TOTAL LABOR	
	Rate \$/Hr	Hours	Total \$	Hours	Total \$	Hours	Total \$	Hours	Total \$
Senior Principal Engineer	\$150								
Principal Engineer	\$120	12	\$1,440					12	\$ 1,440
Sr Project Engineer	\$130								
Sr Traffic Engineer	\$120								
Project Engineer	\$95	36	\$3,420					36	\$ 3,420
Const Project Manager	\$95								
Staff Engineer	\$80	64	\$5,120					64	\$ 5,120
Engineering Intern	\$70								
Principal Planner	\$125								
Land Use Planner	\$80								
Environmental Planner	\$58								
Senior Land Surveyor	\$120	5	\$600					5	\$ 600
Land Surveyor	\$95	16	\$1,520					16	\$ 1,520
Staff Surveyor	\$80								
Senior CADD Draftsperson	\$80	32	\$2,560					32	\$ 2,560
CADD Draftsperson	\$65								
Landscape Designer	\$75	4	\$300					4	\$ 300
2-Person Crew	\$125								
3-Person Crew	\$170								
Project Assistant	\$75								
Admin. Assistant	\$40								
Graphic Artist	\$70								
Accountant	\$70								
TOTAL LABOR		169	\$14,960					169	\$ 14,960

DIRECT EXPENSES	Phase 02	Phase 04	Phase 05	TOTAL EXPENSES
Photocopies				-
Prints	15.00			15.00
Mileage	10.00			10.00
Lodging / Per Diem				-
Shipping/Postage				-
Consultants / Contractors				-
Materials				-
Fees / Permits				-
Survey Equip / Software	200.00			200.00
Other				-
TOTAL DIRECT EXPENSES	\$ 225.00	\$ -	\$ -	\$ 225.00

SUMMARY	Phase 02	Phase 04	Phase 05	PROJECT TOTAL
Hours	169			169
Labor	14,960.00	-	-	14,960.00
Expenses	225.00	-	-	225.00
TOTAL	\$ 15,185.00	\$ -	\$ -	\$ 15,185.00