

RESOLUTION NO. 3777

A RESOLUTION APPROVING AN AMENDMENT TO ENGINEER-OWNER AGREEMENT WITH KADRMAS, LEE & JACKSON, INC., FOR DEVELOPMENT OF A FLOOD MITIGATION PLAN IN RELATION TO THE MILES CITY FLOOD CONTROL FEASIBILITY STUDY

WHEREAS, the City of Miles City has engaged the services of Kadrmas, Lee & Jackson, Inc. (KLJ) to conduct a Flood Control Feasibility Study related to the City of Miles City floodplain and flood-way;

AND WHEREAS, the City of Miles City and KLJ desire to add to the scope of work for such project certain tasks, generally described as the development of a Flood Mitigation Plan;

AND WHEREAS the City and KLJ wish to clarify the roles of the parties with regards to the development of such Flood Mitigation Plan;

NOW THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA AS FOLLOWS:


1. The Amendment to Engineer-Owner Agreement, attached hereto as Exhibit "A", and made a part hereof, is hereby approved and adopted by this Council.
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said agreement on behalf of the City of Miles City and bind the City of Miles City thereto.
3. The Mayor of the City of Miles City is hereby empowered and authorized to execute such further documents as are necessary to carry out the terms of said agreement.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A REGULAR MEETING THIS 24TH DAY OF FEBRUARY, 2015.



C. A. Grenz, Mayor

ATTEST:


Lorrie Pearce, City Clerk

AMENDMENT TO ENGINEER-OWNER AGREEMENT
Amendment No. One (1)

Background Data

- a. Effective ~~Date of~~ Engineer-Owner Agreement: September 24, 2013
- b. Engineer: Kadrmias, Lee & Jackson, Inc.
- c. Owner: City of Miles City, Montana
- d. Project: Floodplain and Flood Control Engineering Services
- e. This Part of the Project: Basic Services

Nature of Amendment (check all that apply)

- Additional services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications to payment to Engineer
- Modifications to time(s) for rendering Services

Description of Modifications

Engineer will develop a Flood Mitigation Plan. These Additional Services are described in Addendum I to Exhibit A, Appendix I of the original Agreement, hereby attached to and made part of this Amendment.

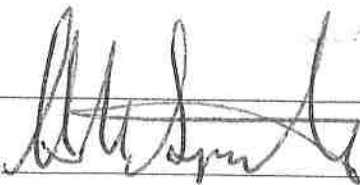
Agreement Summary

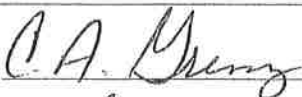
- a. Original agreement amount: \$187,000.00
- b. Net change for prior amendments: \$N/A
- c. This amendment amount: \$21,500.00
- d. Adjusted Agreement amount: \$208,500.00

Engineer and Owner hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is February 24, 2015.

ENGINEER: Kadrmas Lee & Jackson, Inc.

OWNER: City of Miles City

By: 

By: 

Title: DIVISION LEADER

Title: MAYOR

Date Signed: 3/20/15

Date Signed: 3/2/15

**Addendum 1 to Exhibit A, Appendix 1
Miles City Flood Control Feasibility Study
Scope of Work for Flood Mitigation Plan**

600 FLOOD MITIGATION PLAN

This scope of work is an addendum to the original Owner-Engineer Agreement for professional services Exhibit A, Appendix 1. As part of the Flood Control Feasibility Study Engineer will develop a Flood Mitigation Plan. The plan will serve as a supplement to the Custer County Multi-Hazard Mitigation Plan, which was adopted in 2012. The entire scope of work required for the Flood Mitigation Plan is outlined below; however, some tasks are already included in Engineer's scope of work for the Flood Control Feasibility Study, as indicated below.

A. Planning Process

1. KLJ will document the hazard mitigation planning process, including but not limited to:
 - a. How the plan was prepared
 - b. How the public was involved (i.e. workshops, community outreach)
2. As part of the public involvement process, the City of Miles City will appoint a Local Planning Team (LPT). Members will include a cross-section of the community, such as residents, government officials, community leaders, and business owners. The LPT will:
 - a. Hold public hearings, meetings, and/or workshops during the plan development period.
- This task will be completed as part of the Appendix 1 original scope.
 - b. Solicit input from citizens and professionals with knowledge of applicable hazards.
- This task will be completed as part of the Appendix 1 original scope.
 - c. Solicit input regarding the feasibility of potential mitigation measures and the prioritization of mitigation projects.
- This task will be completed as part of the Appendix 1 original scope.
 - d. Review the final draft of the plan and the plan's goals and proposed mitigation projects.
 - e. Be involved in the implementation as well as the updating of the plan's goals and proposed mitigation projects.

B. Risk Assessment (Hazard Identification and Vulnerability Assessment)

The purpose of this section is to provide a basis for identifying hazard mitigation projects and will include:

1. Hazard Identification: KLJ will develop a description and prioritization of the community's flood-related hazards (river flooding, overland flooding, erosion, dam failures) that include, at a minimum, flood hazard areas as defined by FEMA in the Flood Insurance Rate Maps (FIRMs) for the jurisdiction as well as local historical data.

Addendum 1 to Exhibit A, Appendix 1
Miles City Flood Control Feasibility Study
Scope of Work for Flood Mitigation Plan

2. Hazard Mapping: Using the best available existing data, KLJ will develop a base map of areas affected by flooding hazards. In conjunction with mapping, KLJ will develop a comprehensive inventory (database) for use in developing map data layers, of the following items relative to the hazard area:
 - a. Critical facilities, including, but not limited to the following:
 - *This task will be completed as part of the Appendix 1 original scope.*
 - 1) emergency operations center, police/fire stations
 - 2) hospitals and emergency shelters
 - 3) water and wastewater treatment plants and associated pumping stations
 - 4) power generation, transmission, and delivery facilities
 - 5) special population centers, such as day-care facilities, nursing homes/elderly housing, correctional facilities
 - 6) hazardous material facilities
 - 7) evacuation routes
 - b. All repetitive flood loss and substantial damage structures, as defined by FEMA, if applicable.
 - *This task will be completed as part of the Appendix 1 original scope.*
 - c. Maps that depict the location of structures, land use, and population.
 - d. Structures will be delineated by use (e.g. residential, commercial, industrial, institutional, etc.)
 - *This task will be completed as part of the Appendix 1 original scope.*
3. Vulnerability Assessment: Based on the previous information, KLJ will develop an overview the community's vulnerability to flooding hazards. This vulnerability assessment, if possible, will include:
 - a. Types and numbers of buildings, infrastructure, and critical facilities located in the identified hazard area.
 - *This task will be completed as part of the Appendix 1 original scope.*
 - b. All existing hazard protection measures within the jurisdiction, including protective measures under the National Flood Insurance Program (NFIP).
 - *This task will be completed as part of the Appendix 1 original scope.*
 - c. A description of each measure and the method of enforcement and/or the point of contact responsible for implementation of each measure.

Addendum 1 to Exhibit A, Appendix 1
Miles City Flood Control Feasibility Study
Scope of Work for Flood Mitigation Plan

- d. Historical performance of each measure and a description of improvements or changes needed.
- This task will be completed as part of the Appendix 1 original scope.
- e. General description of land uses and development trends to incorporate future land use decisions.
- This task will be completed as part of the Appendix 1 original scope.

C. Hazard Mitigation Strategy

KLJ will develop mitigation strategies specific to the community's exposure and impacts by identified natural hazards. The strategy will include:

1. A list of mitigation goal statements that focus on reducing the risks from the identified flooding hazards. The goal development and project prioritization will be conducted by the LPT in coordination with representatives from each of the communities. An example of a goal statement and an objective would be:
 - a. Goal: Increase coordination between Federal, state, municipal and private resources in predisaster planning, post-disaster recovery and continuous hazard mitigation implementation.
 - b. Objective: Identify the availability of additional private and public sector financial incentives for homeowners, businesses and municipalities that will allow the development and implementation of cost-effective hazard mitigation measures in high-risk areas.
2. A section that identifies and analyzes a comprehensive range of specific mitigation actions and projects being considered to reduce the effects of the flooding hazard, with particular emphasis on new and existing buildings and infrastructure. This section will include a list of prioritized hazard mitigation projects that best meet the community's needs for multiple hazard damage reduction.
 - a. These projects may be non-structural (e.g.: planning, regulatory measures, property acquisition, retrofitting, elevation) or structural (e.g.: seawalls, dams, dikes) solutions.
 - b. At a minimum, this list of prioritized projects will be based on a process that results in identification of cost effective hazard mitigation projects with public input, including:
 - 1) An analysis of proposed mitigation projects focused on several key areas, including but not limited to: economic (including benefits and cost), engineering, technical, legal, environmental, social, and political feasibility. Selected options will best fit the community's needs and meet most or all aspects of the feasibility analysis.
 - 2) Coordination with relevant Federal and State agencies for input and technical assistance.

**Addendum 1 to Exhibit A, Appendix 1
Miles City Flood Control Feasibility Study
Scope of Work for Flood Mitigation Plan**

D. Plan Maintenance Process

1. **Monitoring, Evaluating, and Updating:** KLJ, in conjunction with the LPTs, will complete monitoring, evaluating and updating of the plan.
2. **Incorporation into Existing Planning Mechanisms:** KLJ will assist the community in the implementation and incorporation of the plans' goals into local planning processes, such as a Comprehensive Plan, or other local by-laws and ordinances.
3. **Implementation Schedule:** The completed plan will include an implementation schedule with procedures for ensuring the plans' implementation, updating and revision every 5 years.
4. **Continued Public Involvement:** KLJ will work with the community for continued public involvement.

E. Additional State Requirements

KLJ will identify and include additional requirements set by the State Emergency Management Agency.

F. Plan Adoption and Approval

1. **Local Adoption:** KLJ will work to ensure adoption of the plan by the local governing body.
2. **Plan Approval:** The adopted plan will be submitted to the State Emergency Management Agency on or before the termination date for initial review and forwarding to FEMA/Region for final review and approval.

G. Work Schedule

The work schedule must provide the anticipated timeline for each step of the planning process and significant milestones throughout the entire performance period, including when a draft plan or other deliverables will be submitted to FEMA for review. The work schedule should allow for sufficient time for State and FEMA review, preparation of any required revisions, formal plan adoption and FEMA approval.

III. STUDY AND REPORT PHASE FEE SUMMARY

Part III of Exhibit A, Appendix 1 is amended as follows:

Phase 100 Tasks	\$54,200
Phase 200 Tasks	\$14,900
Phase 300 Tasks	\$64,700
Phase 400 Tasks	\$39,200
Phase 500 Tasks	\$14,000
Phase 600 Tasks	\$21,500
Total	\$208,500