

RESOLUTION NO. 4214

A RESOLUTION APPROVING A TASK ORDER BETWEEN THE CITY AND KADRMAS, LEE & JACKSON, INC., FOR SERVICES RELATED TO THE MILES CITY MASTER STORMWATER PLAN.

WHEREAS, the City of Miles City has engaged Kadrmas, Lee & Jackson, Inc. (KLJ), a City of Miles City retained engineering firm, for assistance related to the Miles City Master Stormwater Plan dated November 13, 2018.

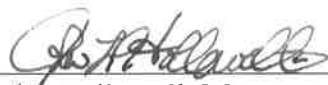
AND WHEREAS, in accordance with Paragraph 1.01 of the overall floodplain project agreement, entitled "Agreement Between Owner and Engineer for Professional Services – Task Order Edition" with KLJ dated May 9, 2017, the parties have prepared a Task Order: Master Stormwater Plan, setting forth certain additional services to be provided by KLJ in accordance with said Agreement, and the City desires to approve the same;

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

1. The "Task Order: Master Stormwater Plan" between the City and KLJ for services related to the Miles City Master Stormwater Plan project, attached hereto as Exhibit "A," 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 Task Order on behalf of the City of Miles City, and bind the City of Miles City thereto.

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 13TH DAY OF NOVEMBER, 2018.



John Hollowell, Mayor

ATTEST:


Lorrie Pearce, City Clerk

Floodplain Management, Flood Control and Related Services

This is a Task Order consisting of three (3) pages plus attachments.

Task Order: Master Stormwater Plan

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated May 9, 2017 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: November 15, 2018
- b. Owner: City of Miles City
- c. Engineer: Kadrmas, Lee & Jackson, Inc.
- d. Specific Project (title): Master Stormwater Plan
- e. Specific Project (description): Master Stormwater Plan for stormwater facilities within the City limits primarily focusing on evaluation of the Tongue River Slough, outfall to the Yellowstone River and City wide regional stormwater retention and storage.

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:
 - [X] as follows: Refer to the attached document entitled "Master Stormwater Plan" dated November 13, 2018 (4 pp.).
- B. Resident Project Representative (RPR) Services ***(Does not Apply)***
- C. Designing to a Construction Cost Limit ***(Does not Apply)***
- D. Other Services

Engineer shall also provide the following services: ***(Does not Apply)***
- E. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Additional Services

- A. Additional Services that may be authorized or necessary under this Task Order are:
 - [X] those services (and related terms and conditions) set forth in Paragraph A2.01 of Exhibit A, as attached to the Agreement referred to above, such paragraph being hereby incorporated by reference.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in the attached document, as well as Article 2 of the Agreement and in Exhibit B.

5. Task Order Schedule

It is anticipated that Engineer's services will be completed by August 30, 2019.

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

	Description of Service	Amount	Basis of Compensation
1.	Master Stormwater Plan	\$100,000.00	Hourly, not to exceed
2.	Additional Services (Part 2 of Exhibit A)	(N/A)	TBD

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Consultants retained as of the Effective Date of the Task Order: *(Does not Apply)*

8. Other Modifications to Agreement and Exhibits: *(Does not Apply)*

9. Attachments: Refer to the attached document entitled "Master Stormwater Plan" dated November 13, 2018 (4 pp.).

10. Other Documents Incorporated by Reference: *(Does not Apply)*

11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is November 15, 2018.

OWNER: City of Miles City

ENGINEER: Kadrmas, Lee & Jackson, Inc.

By: 

By: 

Print Name: John Houson

Print Name: Mark Anderson

Title: Mayor

Title: Vice President, EPW

Engineer License or Firm's Certificate No. (if required): PEL-EF-LIC-37
State of: Montana

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Samantha Malenovsky

Name: Dan Richardson

Title: Floodplain Administrator

Title: Project Manager

Address: PO Box 910
Miles City, MT 59301

Address: 1301 12th Ave. South, Suite 200
Great Falls, MT 59405-4600

E-Mail Address: smalenovsky@milescity-mt.org

E-Mail Address: dan.richardson@kljeng.com

Phone: 406-234-3493

Phone: 406-452-8600

EXHIBIT A
Engineer's Services - Scope
Task Order - Master Stormwater Plan
13 November 2018

The Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 - BASIC SERVICES

A1.01 Project Scope

- A. The project generally includes preparing a Master Stormwater Plan (MSP) for stormwater facilities within the City limits. It is anticipated that the MSP will be used as part of a future application for a FEMA construction grant. FEMA construction grant are only awarded to "shovel ready" project. This scope does not address final design that will also be required for any recommended improvement from the MSP to be "shovel read". Additional funding would be needed for design. Preparation of grant applications and grant administration are also not part of this scope.
- B. The MSP would primarily focus on evaluation of the Tongue River Slough, outfall to Yellowstone River, City wide regional stormwater retention storage and major stormwater trunk mains. The MSP would be based on a large planning level overview and would not provide an evaluation of minor stormwater branch mains, inlets, local storage areas and drainage problems caused by local surface grading.

A1.02 Study and Report Phase

- A. Owner Shall:
 - 1. If necessary secure services of Title company to investigate right-of-way issues related to slough or other existing and proposed stormwater infrastructure.
 - 2. Negotiate with land owners as needed to secure agreements for additional right-of-ways, easements or land.
- B. Engineer Shall:
 - 1. Provide project management including the following:
 - a. Track budget and schedule monthly. Keep owner informed about progress.
 - b. Coordinate with FEMA and DNRC during the project to provide an analysis and recommendations with this study that satisfy applicable requirements to apply for a FEMA construction grant.

- c. Facilitate four meetings including Planning Level, Preliminary Design, DNRC Meeting and Final Design.
 - d. Assist grant administrator with questions arising from invoicing about engineering design.
 - e. Grant administration and public involvement are not part of this scope.
2. Conduct a field survey including the items listed below. The survey is intended only to provide key information critical for hydraulic modeling of the stormwater system.
- a. Road and driveway crossings of the slough (10 total). Survey to include road cross sections on 50-foot spacing, 200-feet each side of slough crossings and culverts at each crossing.
 - b. Slough outfalls to Yellowstone River, including culvert, road crossing and slough cross-sections at 50-foot spacing, 200 feet each side of culvert.
 - c. Utility conflicts in slough for water and sewer crossings.
 - d. Stormdrain outfalls to the Tongue River.
 - e. Slough cross section and storm drain inverts of each outfall pipe discharging into slough (23 locations total).
3. Prepare CAD mapping as follows:
- a. Consolidate City mapping CAD (.dwg) files, and KLJ additions from past couple of years into one CAD file.
 - b. Update CAD file with new survey data.
 - c. Import GIS image into base mapping file.
4. Create a stormwater computer model of the existing system, including the following:
- a. Delineate tributary drainage areas to each storm drain truck main from LiDAR and USGS Quadrangle Map contours.
 - b. Build existing conditions hydraulic models of slough and the City SD system. Utilize previous KLJ efforts to the extent possible, and update with new survey data. The purpose of the model will be to verify major storm drain components, such as main trunk lines, the slough and major stormwater storage areas. The model will not include detailed analysis of inlet capacities, minor branch lines or curb and gutter drainage.
 - c. Test model and provide summary to City to confirm model reasonably reflects actual field conditions during rainfall events.

- d. Refine as needed based on City feedback. If needed, complete one day of additional surveying to verify or adjust assumptions used in model.
5. Identify deficiencies in the existing slough and stormwater trunk mains, including undersized pipes and potential bottle necks in the system that may cause flooding from backwater conditions. This does not include identifying localized drainage issues caused by improper grading, lack of stormwater inlets or under sizing of minor storm drain pipes.
6. Identify potential major overflow routes for stormwater that could exceed the storm drain system capacity due to under sizing or blockages in the system.
7. Estimate stormwater storage volumes and identify potential properties that could flood due to stormwater not being able to discharge to Yellowstone River and Tongue River, when the rivers are too high.
8. Consult DEQ to determine potential future MS4 permit conditions.
9. Determine reasonable alternatives to correct deficiencies. Alternatives could include upgrades to the storm drain system; improvements to the slough, including deepening and widening of channel, installation of new culverts or bridges at road crossings; identifying potential storage areas for stormwater when river discharge cannot occur; and potential alternatives for stormwater pumping when the river is too high to discharge.
10. Summarize potential environmental concerns or benefits with each alternative. This would include a general summary of potential impacts to existing wetlands or benefits from construction of new wetlands. Evaluation would be based on information readily available from public domain. No environmental resources surveys or Environmental Assessments will be completed with this task.
11. Analyze reasonable alternatives to correct noted deficiencies identified from analysis. Alternative analysis will include the following:
 - a. Planning level opinion of costs.
 - b. Summary of benefits; Monetary value of benefits will not be provided.
 - c. Environmental considerations.
 - d. Operation and maintenance benefits.
 - e. Prioritize alternatives using a ranking matrix in cooperation with the City.
 - f. Develop recommendations and phasing approach based on ranked priorities.
 - 1) Summarize how each recommendation and phase provides benefits meeting FEMA expectations.

12. Provide a funding evaluation to identify potential funding sources applicable to design and construction. Summarize likelihood of securing funds from each source and provide recommendations for sources to be applied for.
13. Prepare a draft Stormwater Master Plan report summarizing the findings and recommendations stated above. The report will not consist of a PER following the Uniform Application for Montana Public Facility Projects (W2ASACT). However, the contents of the report could be used for future preparation of a PER if needed.
14. Submit final report to the City for review. Edit report one time based on City review comments and submit final.

A1.03 *Boundary and Topographic Survey Phase - Not Included*

A1.04 *Final Design Phase - Not Included*

A1.05 *Bidding or Negotiating Phase - Not Included*

A1.06 *Construction Phase - Not Included*

A1.07 *Post-Construction Phase - Not Included*

PART 2 - ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.
 1. Surveying items not listed in scope, including but not limited to, storm drain pipes and inlets throughout the system; topographic survey of areas that will be evaluated for storage or other improvements; or boundary surveying.
 2. Preparing a design for construction.
 3. Securing Permits.
 4. Investigating right-of-ways and land ownership beyond what can reasonably be assumed from recorded plats and certificates of survey.

A2.02 *Additional Services Not Requiring Owner's Written Authorization*

- B. For such Additional Services listed below, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.
 1. Preparation for or attending meeting requested by the Owner in addition to those described in Basic Services.