

Missoula City Council

Public Works Committee Agenda

Date: December 2, 2020, 12:15 pm - 1:45 pm

Location: ZOOM Webinar

Members: Stacie Anderson, Mirtha Becerra (chair), John P. Contos, Heather Harp, Jordan Hess, Gwen Jones, Julie Merritt, Jesse Ramos, Amber Sherrill, Sandra Vasecka, Bryan von Lossberg, Heidi West

Attend by computer:

[Join the meeting](#)

Attend by phone:

Cell phone users: 1-253-215-8782, 1-213-338-8477, or 1-267-831-0333

Landline users: 1-888-475-4499 or 1-877-853-5257

Webinar ID: 896 1339 8849

Password: 027222, Press *9 to raise your hand to be recognized for public comment

Watch the meeting:

[Web stream \(live or on demand\)](#), [YouTube](#), or Spectrum Cable Channel 190

For more ways to watch the meeting and submit public comment, see the Citizen Participation Guide.

Issues? Call the City Clerk 406-552-6078

Pages

1. ADMINISTRATIVE BUSINESS

1.1. Roll Call

1.2. Approval of the Minutes

1.2.1. PW Committee Minutes 11/4/2020

1

2. PUBLIC COMMENT

3. COMMITTEE BUSINESS

3.1. Change order for city hall security access point

Matt Lawson

4

Recommended motion:

Adopt a resolution in accordance with Section 7 5 4308, MCA " Procedure to Modify Municipal Contracts," approving Change order No. 1 to the contract between D. Lower Construction and the City of Missoula to address secure access to City Hall

- | | | | |
|-------------|--|---------------|---|
| 3.2. | Referral – Professional Services Agreement Amendment No. 1
for Transportation Engineering Consulting Services | Kevin Slovarp | 5 |
|-------------|--|---------------|---|

Recommended motion:

Approve and authorize the Mayor to sign a Professional Services Agreement Amendment No. 1 with WGM Group, Inc. for transportation engineering consulting services at a cost not to exceed \$50,000.00.

- | | | | |
|-------------|--|----------------|----|
| 3.3. | Professional Services Agreement with WGM Group, Inc. for the
W. Broadway Water Main Replacement Project | Andrew Schultz | 14 |
|-------------|--|----------------|----|

Recommended motion:

Approve and authorize the Mayor to sign a Professional Services Agreement with WGM Group, Inc. for the design and construction administration services for the W. Broadway Water Main Replacement Project at a cost not to exceed \$54,473.00.

- | | | | |
|-------------|--|---------------|----|
| 3.4. | Referral – Professional Services Agreement with ERA Lambros | Dennis Bowman | 25 |
|-------------|--|---------------|----|

Recommended motion:

Approve and authorize the Mayor to sign a Professional Services Agreement with ERA Lambros to provide marketing and sale services for the Public Works Department at a 5% cash commission based upon the sales price of each property.

- | | | | |
|-------------|--|--------------|----|
| 3.5. | Mullan BUILD Grant Project Informational Update | Jeremy Keene | 35 |
|-------------|--|--------------|----|

Recommended motion:

No Recommended Motion – Informational Only

4. ADJOURNMENT

Missoula City Council Public Works Committee Minutes

**November 4, 2020, 11:45 am
ZOOM Webinar**

Members present: Mirtha Becerra (chair), John P. Contos, Heather Harp, Gwen Jones, Julie Merritt, Amber Sherrill, Sandra Vasecka, Bryan von Lossberg, Heidi West

Members absent: Stacie Anderson, Jordan Hess, Jesse Ramos

1. ADMINISTRATIVE BUSINESS

1.1 Roll Call

1.2 Approval of the Minutes

The minutes were approved as submitted.

1.2.1 PW Committee Minutes 10/21/20

2. PUBLIC COMMENT

3. COMMITTEE BUSINESS

3.1 A Resolution Establishing the Utility Service Area Boundary

Logan McInnis Utility Engineer-Public works, presenting

The Utility Service Area Boundary, Wastewater Facility Plan, and the Water Facility Plan Resolutions are all related. The City has always had a Wastewater Service Area Boundary but not a Water Service Area Boundary. The service areas are slightly different but close enough to create a common boundary for the two utilities. A map was shown of the suggested boundary, including the areas where each utility is not serviced.

Ms. West asked if a cost analysis had been done to determine the cost of extending the water service to the areas not covered, such as the Y area. Mr. Bickell answered that the cost of extending water to the Y area would be substantial. Having the Utility Service Area Boundary extend to an area where a utility is not available does not mean the utility will be added, stated Mr. McInnis.

Moved by: Heather Harp

Adopt/deny a resolution of the Missoula City Council to establish the Utility Service Area Boundary to combine the sewer and water service areas as shown in Exhibit A.

AYES: (9): Mirtha Becerra, John Contos, Heather Harp, Gwen Jones, Julie Merritt, Amber Sherrill, Sandra Vasecka, Bryan von Lossberg, and Heidi West

ABSENT: (3): Stacie Anderson, Jordan Hess, and Jesse Ramos

Vote results: Approved (9 to 0)

3.2 A Resolution Adopting the Wastewater Facility Plan

Logan McInnis, Utility Engineer with Public Works presenting

The Utility Service Area Boundary, Wastewater Facility Plan, and the Water Facility Plan Resolutions are all related. The City has historically had a Wastewater Service Area Boundary and Facility Plan. Mr. McInnis said they started working on the Facility Plans in 2017 but they were not completed till last year. The finalization of the plan was delayed due to the new boundaries having not yet been approved.

Moved by: Julie Merritt

Adopt/deny a resolution of the Missoula City Council to adopt the 2019 Missoula Wastewater Facilities Plan.

AYES: (9): Mirtha Becerra, John Contos, Heather Harp, Gwen Jones, Julie Merritt, Amber Sherrill, Sandra Vasecka, Bryan von Lossberg, and Heidi West

ABSENT: (3): Stacie Anderson, Jordan Hess, and Jesse Ramos

Vote results: Approved (9 to 0)

3.3 Resolutions Adopting the Water Facility Plan

Logan McInnis Utility Engineer- Public Works, presenting.

Mountain Water Company did not have a Water Facility Plan, so when the City took water over, they started developing one with HDR, Inc. This plan looks at the overall system, distribution, storage, regulation, and future growth. They were looking at all the factors it takes to meet our needs over the next 20 years and identify the capital cost associated.

Ms. Becerra asked if the plans were paid for by enterprise funds, and Mr. McInnis replied that they were.

Ms. Harp commented that plans are always a good idea.

Ms. Merritt added that plans like this are expensive but necessary. She believes the consultants and staff did an excellent job. The hard work paid off and, the plan will serve the City for years to come.

Mr. Bickell talked about the adoption of these plans, the paving assessment project, and the transportation CIP. He says these long term infrastructure plans allow the City to prioritize our investments and achieve multiple goals at one time. Ms. Becerra agreed and said these well-informed plans will help to grow our community.

Moved by: Julie Merritt

Adopt/deny a resolution of the Missoula City Council to adopt the 2019 Missoula Water System Master Plan.

AYES: (9): Mirtha Becerra, John Contos, Heather Harp, Gwen Jones, Julie Merritt, Amber Sherrill, Sandra Vasecka, Bryan von Lossberg, and Heidi West

ABSENT: (3): Stacie Anderson, Jordan Hess, and Jesse Ramos

Vote results: Approved (9 to 0)

4. ADJOURNMENT

12:10



City of Missoula, Montana
Item to be Referred to City Council Committee

Committee: Public Works

Item: Change order for city hall security access point

Date: November 19, 2020

Sponsor(s): Matt Lawson

Prepared by: Marty Rehbein

Ward(s) Affected:

<input type="checkbox"/> Ward 1	<input type="checkbox"/> Ward 4
<input type="checkbox"/> Ward 2	<input type="checkbox"/> Ward 5
<input type="checkbox"/> Ward 3	<input type="checkbox"/> Ward 6
<input type="checkbox"/> All Wards	<input checked="" type="checkbox"/> N/A

Action Required:

Consider a resolution

Recommended Motion(s):

I move the City Council: Adopt a resolution in accordance with Section 7 5 4308, MCA "Procedure to Modify Municipal Contracts," approving Change order No. 1 to the contract between D. Lower Construction and the City of Missoula to address secure access to City Hall

Timeline:

Referral to committee:	November 23, 2020
Committee discussion:	December 2, 2020
Council action (or sets hearing):	December 7, 2020
Public Hearing:	N/A
Deadline:	ASAP

Background and Alternatives Explored:

This project will address the immediate security access needs at the front door of City Hall due to COVID-19, and it addresses one of the recommendations listed in the Department of Homeland Security's security audit of City facilities. The change order will add new secure entry doors to City Hall providing a Security/health screening check in desk with a secure public access point. . We will provide an updated entry that meets accessibility requirements and access to a secure desk/booth for security personnel to work with and greet the public. The change order includes updates to heating, venting, air conditioning,, electrical, handrails, building structure and lighting to accommodate this additional space

D. Lower Construction is currently working onsite on the Human Resources and City Attorney's office remodel which includes similar work. They are available to complete this project in a timely manner. Staff are recommending amending the existing contract with D. Lower to add the work at the front entrance.

Financial Implications:

Costs for the project are being finalized as of the submittal of this referral and will be presented prior to the Public Works Committee meeting.



City of Missoula, Montana
Item to be Referred to City Council Committee

Committee: Public Works

Item: Referral – Professional Services Agreement Amendment No. 1 for Transportation Engineering Consulting Services

Date: November 10, 2020

Sponsor(s): Kevin Slovarp City Engineer for Surface Transportation

Prepared by: Ashley Strayer

Ward(s) Affected:

<input type="checkbox"/> Ward 1	<input type="checkbox"/> Ward 4
<input type="checkbox"/> Ward 2	<input type="checkbox"/> Ward 5
<input type="checkbox"/> Ward 3	<input type="checkbox"/> Ward 6
<input checked="" type="checkbox"/> All Wards	<input type="checkbox"/> N/A

Action Required:

Approve an agreement with WGM Group, Inc. for consulting services assigned by the City Public Works Director and City Engineer.

Recommended Motion(s):

I move the City Council: Approve and authorize the Mayor to sign a Professional Services Agreement Amendment No. 1 with WGM Group, Inc. for transportation engineering consulting services at a cost not to exceed \$50,000.00.

Timeline:

Referral to committee:	November 23, 2020
Committee discussion:	December 2, 2020
Council action (or sets hearing):	December 7, 2020
Public Hearing:	Click or tap here to enter text.
Deadline:	Click or tap here to enter text.

Background and Alternatives Explored:

The City of Missoula entered in to a contract on June 14th, 2020 to provide transportation engineering consulting services from WGM Group, Inc. That contract was for \$50,000 and on a six-month term. The original agreement allowed for a time extension of up to 6 additional months upon mutual agreement in writing.

The consulting services provided by WGM Group, Inc. have met the City's expectations and proved to be instrumental in the projects requiring transportation ideas and designs. The City and WGM Group, Inc. would like to extend the services for an additional six months and \$50,000.

Financial Implications:

\$50,000.00 from the Engineering Professional Services fund

Links to external websites:

N/A

AMENDMENT #1 TO PROFESSIONAL SERVICES AGREEMENT

Transportation Engineering Consulting Services

THIS PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 1 is made and entered into this 10th day of November, 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 St, Missoula, MT 59802, hereinafter referred to as “Consultant.”

Recitals

1. On May 18, 2020, the above parties entered into an agreement whereby the Consultant agreed to perform work and services consisting of tasks assigned by the City Public Works Director and City Engineer for the Transportation Engineering Consulting Services Contract for which the City agreed to pay the amount of Fifty Thousand Dollars (\$50,000.00), 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 provide tasks assigned by the City Public Works Director and City Engineer a cost not to exceed Fifty Thousand Dollars (\$50,000.00) for the additional work. This brings the Agreement total to \$100,000.00.
3. Provisions of the original contract dated May 18, 2020, 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. **Scope of Work/Task Deadlines**, is extended to include another six months, attached hereto as Exhibit A.
2. Paragraph 4, **Payment**, is amended in the first sentence to read as follows: “City agrees to pay Consultant an amount not to exceed One Hundred Thousand Dollars (\$100,000) services performed pursuant to the Scope of Services and Exhibit B.”

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

CONSULTANT:
WGM Group, Inc.

ATTEST:

Martha L. Rehbein, CMC, City Clerk

(SEAL)

MAYOR
City of Missoula, Montana

John Engen

APPROVED AS TO FORM AND CONTENT:

Jim Nugent, City Attorney

REQUEST FOR QUALIFICATIONS

City of Missoula Transportation Engineering Consultant Services Term Contract

The City of Missoula, Montana, is seeking Statements of Qualifications from qualified engineering consultants to provide professional services for traffic investigations, data collection, reports, traffic impact study and plan reviews, engineering design, estimates, specifications and related transportation engineering services for City of Missoula Engineering and Public Works projects. The City will select the qualified consultant for contract negotiation in accordance with selection procedures required by MCA Title 18, Chapter 8, "Procurement of Services" and adopted City policy for consultant selection.

Project Description

The selected consultant will provide services on an hourly basis for tasks assigned by the City Public Works Director and City Engineer, with a fixed, not-to-exceed budget of \$50,000. The consultant will be expected to attend regular weekly Traffic Services meetings (Thursday's from 12:30 to 2:00 P.M.) and communicate with City staff on a regular basis. The term contract will run for a period of six (6) months with the ability to extend for an additional six (6) months upon mutual agreement.

The ideal consultant will be an engineering firm or independent contractor that can provide a single point-of-contact with knowledge of City of Missoula standards and procedures and experience with City of Missoula projects.

Scope of Services

The consultant services required under this request may include, but will not necessarily be limited to, the following:

- Provide direct support in the development and management of the city's multi-modal, surface transportation projects according to established engineering standards and state or federal design and construction policies.
- Participate in the development and maintenance of transportation policies and procedures, and in plan and regulatory review, and work closely with stakeholders to improve transportation efficiency, safety, and connectivity in support of transportation planning documents and community goals.
- Assist in producing conceptual designs, plans, estimates, and specifications for multi-modal facilities located within the city public right-of-way, including alterations to existing streets and development of complete street design projects that integrate all modes of transportation.
- Investigate traffic safety issues and participate in the collection and analysis of data, including multimodal traffic counts, crash data records, speed zone studies, travel time, signal and crosswalk warrant studies, traffic calming, and requests for traffic control devices.
- Review traffic signal timing, traffic impact studies, construction traffic control, and other transportation-related reports and planning documents.
- Visually inspect construction sites for related transportation infrastructure, monitor deviations from approved plans, and report findings.
- Develop and check design calculations for quantities and project cost estimates, determine feasibility, write contracts and specifications for labor, materials, and equipment, and perform field engineering calculations for change orders and contracts.
- Provide coordination with consultants, contractors, utility companies and other governmental agencies and assist in distilling project information to city staff, elected officials, boards, commissions, and citizens at public hearings and informational meetings.
- Maintain all records related to studies and projects.

Areas of Expertise

Specific areas of expertise required under this request include:

- Knowledge of active transportation, multi-modal, and traffic engineering principles and practices in urban environments.

- Knowledge of innovations and trends in traffic engineering design and development.
- Knowledge of traffic control methods and devices, statistical and research procedures, traffic laws and regulations, and construction means and methods.
- Ability to prepare, review, and interpret engineering plans, specifications and technical reports.
- Ability to communicate effectively and maintain favorable public relations.
- Familiarity with local and regional transportation plans.
- Familiarity with engineering standards and design guidelines including AASHTO, NACTO, MUTCD, PROWAG, and ADA.

Closing Date and Submittal Information

Statements of Qualifications will be accepted by email only until 4:30 p.m. Mountain Time (MT) on Thursday, May 7, 2020. Submittals shall be emailed to DSadmin@ci.missoula.mt.us and shall include a complete PDF document of all requested information, clearly identified as "Statement of Qualifications for Transportation Engineering Consultant Services Term Contract." Please note maximum email file size is 10MB. Larger submittals need to be sent with a link to a cloud file service (SharePoint, Dropbox, etc.).

Minimum Requirements

As a minimum requirement, the Statement of Qualifications shall include the following:

1. Qualifications of Key Personnel. Describe relevant experience, expertise, and office location for each person assigned to the project. Include resumes as an appendix or attachment.
2. Services and Equipment. Provide a brief description of the services, equipment, software, and related experience the firm or independent contractor can provide.
3. Availability. Describe present and projected workload for key personnel through December 2020.
4. References. Provide a minimum of two (2) client references for similar projects performed by key personnel.

Statements of Qualifications shall be no longer than five (5) pages, not including resumes.

Evaluation of Qualifications

Each Statement of Qualifications will be ranked according to the following criteria:

1. Qualifications of Key Personnel – 25%
2. Services and Equipment – 10%
3. Location of Key Personnel – 15%
4. Availability of Key Personnel – 20%
5. Past Performance for the City of Missoula or references from similar communities – 20%
6. Responsiveness to the RFQ and overall clarity of submittal – 10%

Selection Process and Contract Negotiations

Statements of Qualifications will be ranked by a Selection Committee. Contract negotiations will commence immediately with the highest ranked consultant. If the City determines acceptable terms cannot be reached, the City will terminate negotiations and continue with the next highest ranked consultant.

The City may choose to expand a professional services contract resulting from this selection process to include similar or related work.

Questions may be directed to Public Works Director Jeremy Keene by email at keenej@ci.missoula.mt.us.

Advertisement Published:

April 26, 2020

May 3, 2020

Exhibit B



WGM GROUP

Staff		2020 Rates	
210	Senior Principal Engineer	Hour	\$ 198.00
215	Senior Consultant	Hour	\$ 160.00
220	Principal Engineer	Hour	\$ 167.00
230	Senior Project Engineer	Hour	\$ 150.00
240	Project Engineer	Hour	\$ 130.00
250	Senior Traffic Engineer	Hour	\$ 154.00
265	Senior Transportation Engineer 2	Hour	\$ 165.00
280	Staff Engineer/E.I.	Hour	\$ 115.00
284	Engineer Technician 2	Hour	\$ 115.00
285	Engineer Technician 1	Hour	\$ 98.00
290	Seasonal Intern	Hour	\$ 65.00
310	Principal Planner	Hour	\$ 198.00
312	Senior Land Planner	Hour	\$ 134.00
314	Land Planner	Hour	\$ 120.00
330	Senior Landscape Architect	Hour	\$ 165.00
340	Landscape Architect 2	Hour	\$ 118.00
350	Landscape Architect 1	Hour	\$ 102.00
354	Landscape Intern	Hour	\$ 65.00
355	Landscape Designer	Hour	\$ 80.00
448	Scientist 2	Hour	\$ 98.00
450	Senior Hydrologist	Hour	\$ 175.00
451	Hydrologist 1	Hour	\$ 98.00
452	Environmental Project Engineer	Hour	\$ 130.00
453	Senior Geologist	Hour	\$ 165.00
454	Senior Scientist	Hour	\$ 150.00
455	Senior Project Manager (water group)	Hour	\$ 177.00
460	Water Resource Specialist 3	Hour	\$ 142.00
465	Water Resource Specialist 2	Hour	\$ 135.00
466	Water Resource Specialist 1	Hour	\$ 118.00
470	Water Right Technician / GIS Analyst	Hour	\$ 110.00
471	Water Right Technician	Hour	\$ 88.00
475	GIS Specialist	Hour	\$ 95.00
507	QA/QC Representative	Hour	\$ 150.00
510	Construction Project Manager	Hour	\$ 142.00
512	Project Representative	Hour	\$ 135.00
514	Resident Project Representative 1	Hour	\$ 118.00
520	Senior Land Surveyor	Hour	\$ 154.00
525	Land Surveyor 3	Hour	\$ 142.00
530	Land Surveyor 1	Hour	\$ 130.00
540	Staff Surveyor/ L.S.I	Hour	\$ 118.00
550	Survey Technician	Hour	\$ 105.00
560	Survey Crew Chief	Hour	\$ 115.00
580	Two Person Crew	Hour	\$ 169.00
590	Three Person Crew	Hour	\$ 198.00
605	CADD Draftsperson	Hour	\$ 95.00
610	Senior CADD Draftsperson	Hour	\$ 110.00
710	Project Assistant 2	Hour	\$ 95.00
715	Project Assistant 1	Hour	\$ 84.00
730	Admin. Assistant	Hour	\$ 74.00
790	Accountant	Hour	\$ 124.00

Expert Witness Rates

950	EW Senior Principal Engineer	Hr	\$ 450.00
955	EW Principal Engineer	Hr	\$ 350.00
960	EW Expert Witness	Hr	\$ 250.00

Project Expenses

Consultants, Contractors	Cost +10%	
Direct Expenses (Submittal fees, etc.)	Cost	
Mileage - All Vehicles	Mile	IRS rate
Software/Hardware Tech Fee	Hour	\$ 3.00

Copies & Prints

Sheet (no color)	Each	\$ 0.10
Sheet (color, letter or legal)	Each	\$ 0.75
Sheet (color, 11x17)	Each	\$ 1.50
Roll stock paper (black & white)	Sq. Ft.	\$ 0.32
Color Plotter Drawings - Paper	Sq. Ft.	\$ 0.64
Color Plotter Drawings - Mylar	Sq. Ft.	\$ 3.00

Other

VG4D Smart LiDAR Software	Hour	\$ 30.00
Traffic Counting Device	Day	\$ 30.00
Flow Meter	Day	\$ 75.00
Garmin Handheld GPS	Day	\$ 10.00
Decontamination Kit	Kit	\$ 40.00
Water Level Data	Day	\$ 120.00
Logger/Cables/Accessories	Week	\$ 500.00
	Month	\$ 1,500.00

Per Diem

Partial Day	Day	\$ 45.75
Full Day	Day	\$ 61.00
Lodging	Cost	

Survey

Survey Equip-GNSS Base & Rover	Day	\$ 265.00
Survey Equip-GNSS Rover	Day	\$ 140.00
Survey Equip-Robotic Total Station	Day	\$ 225.00
Depth Sounder with Boat	Day	\$ 350.00
Depth Sounder Only	Day	\$ 150.00
HyDrone	Day	\$ 750.00

Aerial Drone	Day	\$ 500.00
Shallow Groundwater Sampling Pump	Day	\$ 60.00
Deep Groundwater Sampling Pump	Day	\$ 100.00
Water Level Meter	Day	\$ 35.00
Combo Meter	Day	\$ 80.00
Disposable Bailers	Unit	\$ 15.00
Construction Camera	Day	\$ 100.00
Tubing	Lf. Ft.	\$ 0.60
USB Drive	Each	\$ 10.00



City of Missoula, Montana
Item to be Referred to City Council Committee

Committee: Public Works

Item: Professional Services Agreement with WGM Group, Inc. for the W. Broadway Water Main Replacement Project

Date: November 18, 2020

Sponsor(s): Andrew Schultz

Prepared by: Katie Emery

Ward(s) Affected:

<input checked="" type="checkbox"/> Ward 1	<input type="checkbox"/> Ward 4
<input type="checkbox"/> Ward 2	<input type="checkbox"/> Ward 5
<input type="checkbox"/> Ward 3	<input type="checkbox"/> Ward 6
<input type="checkbox"/> All Wards	<input type="checkbox"/> N/A

Action Required:

Approve a Professional Services Agreement with WGM Group, Inc.

Recommended Motion(s):

I move the City Council: Approve and authorize the Mayor to sign a Professional Services Agreement with WGM Group, Inc. for the design and construction administration services for the W. Broadway Water Main Replacement Project at a cost not to exceed \$54,473.00.

Timeline:

Referral to committee:	November 23, 2020
Committee discussion:	December 2, 2020
Council action (or sets hearing):	December 7, 2020
Public Hearing:	N/A
Deadline:	N/A

Background and Alternatives Explored:

Missoula Water would like WGM Group, Inc. to provide design and construction administration services for the W. Broadway Water Main Replacement Project. This project will replace approx. 600 linear feet of steel water main under W. Broadway with a known water leak history. Exhibit B shows where the water main will be replaced. The design of the new water main will be cohesive with the future construction of the St. Pat's Medical Office Building and Riverfront Triangle re-development project.

Financial Implications:

\$54,473.00 from the Water Enterprise Fund

Links to external websites:

N/A

PROFESSIONAL SERVICES AGREEMENT

W. Broadway Water Main Replacement Project

This Agreement is made and entered into November 18, 2020, 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 **WGM Group, Inc.**, 1111 East Broadway, Missoula, MT 59802, referred to here as “Consultant.”

In consideration of the mutual covenants and agreements contained here, the receipt and sufficiency of the same being acknowledged, the parties agree as follows:

- 1. Purpose:** City agrees to hire Consultant as an independent contractor to perform services for City described in the Scope of Services and Engineering Fee Estimate, attached as Exhibit A, and by reference made a part of this agreement.
- 2. Effective Date:** This agreement is effective on the date of its execution.
- 3. Scope of Work/Task Deadlines:** Consultant will perform the work and provide the services in accordance with the requirements of Exhibit A.
- 4. Payment:** City agrees to pay Consultant an amount not to exceed **Fifty-Four Thousand, Four Hundred Seventy-Three Dollars (\$54,473.00)** for services performed pursuant to the Scope of Services. 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.
- 5. Independent Contractor Status:** The parties agree that Consultant, is an independent contractor for purposes of this agreement and the parties agree that Consultant is and shall be an independent contractor when performing services pursuant to this agreement. Consultant is not subject to the terms and provisions of the City’s personnel policies handbook and may not be considered a City employee for workers’ compensation or any other purpose. Consultant is not authorized to represent the City or otherwise bind the City in any dealings between Consultant and any third parties.

Consultant shall comply with the applicable requirements of the Workers’ Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Consultant shall maintain workers’ compensation coverage for all members and employees of Consultant’s business, except for those members who are exempted by law.

Consultant shall furnish the City with copies showing one of the following: (1) a binder for workers’ compensation coverage by an insurer licensed and authorized to provide workers’ compensation insurance in the State of Montana; or (2) proof of exemption from workers’ compensation granted by law for independent contractors.

6. Indemnity and Insurance: For other than professional services rendered, to the fullest extent permitted by law, Consultant agrees to defend, indemnify, and hold the City harmless against claims, demands, suits, damages, losses, and expenses connected therewith that may be asserted or claimed against, recovered from or suffered by the City by reason of any injury or loss, including but not limited to, personal injury, including bodily injury or death, property damage, occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Consultant or Consultant's agents or employees.

For the professional services rendered, to the fullest extent permitted by law, Consultant agrees to indemnify and hold the City harmless against claims, demands, suits, damages, losses, and expenses, including reasonable defense attorney fees, to the extent caused by the negligence or willful misconduct of the Consultant or Consultant's agents or employees.

For this purpose, Consultant shall provide City with proof of Consultant's liability insurance issued by a reliable company or companies for personal injury and property damage in amounts not less than as follows:

- Workers' Compensation – statutory
- Employers' Liability - \$1,000,000 per occurrence; \$2,000,000 annual aggregate
- Commercial General Liability - \$1,000,000 per occurrence; \$2,000,000 annual aggregate
- Automobile Liability - \$1,000,000 property damage/bodily injury; \$2,000,000 annual aggregate
- Professional Liability - \$1,000,000 per claim; \$2,000,000 annual aggregate

The city shall be included or named as an additional or named insured on the Commercial General and Automobile Liability policies. The insurance must be in a form suitable to City.

7. Professional Service: Consultant agrees that all services and work performed under this agreement will be accomplished in a professional manner.

8. Compliance with Laws: Consultant agrees to comply with all federal, state and local laws, ordinances, rules and regulations. Consultant agrees to purchase a City business license.

9. Nondiscrimination and Affirmative Action: Consultant agrees and shall comply with the following Non-Discrimination and Affirmative Action policies:

NON-DISCRIMINATION. All hiring shall be on the basis of merit and qualification and there shall be no discrimination in employment on the basis of race, ancestry, color, physical or mental disability, religion, national origin, sex, age, marital or familial status, creed, ex-offender status, physical condition, political belief, public assistance status, sexual orientation, or gender identity/expression, except where these criteria are reasonable bona fide occupational qualifications.

AFFIRMATIVE ACTION POLICY. Contractors, subcontractors, sub grantees, and other firms doing business with the City of Missoula must be in compliance with the City of

Missoula's Affirmative Action Plan, and Title 49 Montana Codes Annotated, entitled "Human Rights" or forfeit the right to continue such business dealings.

The City's Affirmative Action Policy Statement is:

The Mayor of the City of Missoula or the Mayor's designee may adopt an affirmative action plan to provide all persons equal opportunity for employment without regard to race, ancestry, color, handicap, religion, creed, national origin, sex, age, sexual orientation, gender identity or expression, or marital status. In keeping with this commitment, we are assigning to all department heads and their staff the responsibility to actively facilitate equal employment opportunity for all present employees, applicants, and trainees. This responsibility shall include assurance that employment decisions are based on furthering the principle of equal employment opportunity by imposing only valid requirements for employment and assuring that all human resource actions are administered on the basis of job necessity.

Specific responsibility for developing, implementing, monitoring and reporting are assigned to the City Personnel staff under the supervision and direction of the Chief Administrative Officer and the Mayor.

It is the policy of the City of Missoula to eliminate any practice or procedure that discriminates illegally or has an adverse impact on an "affected" class. Equal opportunity shall be provided for all City employees during their terms of employment. All applicants for City employment shall be employed on the basis of their qualifications and abilities.

The City of Missoula, where practical, shall utilize minority owned enterprises and shall ensure that subcontractors and vendors comply with this policy. Failure of subcontractors and vendors to comply with this policy statement shall jeopardize initial, continued, or renewed funds.

Our commitment is intended to promote equal opportunity in all employment practices and provide a positive program of affirmative action for the City of Missoula, its employees, program participants, trainees and applicants.

10. Default and Termination: If either party fails to comply with any condition of this agreement at the time or in the manner provided for, the other party, at its option, may terminate this agreement and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this agreement.

11. Modification and Assignability: This document contains the entire agreement between the parties and no statements, promises or inducements made by either party or agents of either party, which are not contained in this written agreement, may be considered valid or binding. This agreement may not be enlarged, modified or altered except by written amendment signed by

both parties hereto. The Consultant may not subcontract or assign Consultant's rights, including the right to compensation or duties arising under this agreement, without the prior written consent of City. Any subcontractor or assignee will be bound by all of the terms and conditions of this agreement.

12. Ownership and Publication of Materials: All reports, information, data, and other materials prepared by the Consultant pursuant to this agreement are the property of the City. The City has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any re-use without written verification or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Consultant. No material produced in whole or in part under this agreement may be copyrighted or patented in the United States or in any other country without the prior written approval of the City.

13. Liaison: City's designated liaison with Consultant is Ross Mollenhauer and Consultant's designated liaison with City is Jon Gass.

14. Applicability: This agreement and any extensions of it shall be governed and construed in accordance with the laws of the State of Montana.

15. Signing of Contract: The contract may be signed in counterparts and signed electronically by all parties.

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

CONSULTANT:
WGM Group, Inc.

MAYOR
City of Missoula, Montana

John Engen

ATTEST:

APPROVED AS TO FORM AND CONTENT:

Martha L. Rehbein, CMC, City Clerk

Jim Nugent, City Attorney

(SEAL)

Exhibit A

November 13, 2020

Andy Schultz, P.E.
UTILITY ENGINEER
City of Missoula
1345 W. Broadway
Missoula, MT 59802

Re: Broadway – Front to May Streets Water Main Replacement
Scope of Services

Dear Andy:

WGM Group is pleased to be a pre-qualified engineering firm as part of the City of Missoula's RFQ for utility improvement projects. Per your request, we present you with this scope of services for design and construction of water main replacement within Broadway Avenue. Based on our conversation with City staff and information you have provided, we understand this project generally includes open cut replacement of approximately 600 feet of existing water main generally between Front and May Streets. In addition, existing fire hydrants at the northwest corner of Broadway & May and near the southeast corner of Broadway & Front will be replaced as tie-ins are made to existing mains. During design, provisions will be made to facilitate a future water main extension along Broadway, east of Front Street (in front of St. Pat's).

We further understand that existing service lines within the project area will be replaced to the right-of-way line where they will be connected to the existing service lines. New meter pits will be installed for any service the City identifies as currently having flat rate billing. All utility trenches will be restored with native backfill material and asphalt patching. We are prepared to have designs complete and ready to bid in early 2021 with construction anticipated in the summer.

We propose the following scope of work for this project:

Phase 1: Site Mapping

This task includes utilizing existing in-house survey information, collecting limited survey data, and preparing a base map of existing conditions for use in preparing designs and construction documents. The following items are included:

- Utilize in-house established horizontal and vertical survey control in the project area: Montana State Plane Coordinate System (FIPS2500) - NAD83(2011)(Epoch:2010.0000) and NAVD88
- Utilize in-house existing mapping information along the project route

- Half a day of field mapping to collect any additional survey data that may be needed to complete the base map
- Obtain water service ditch cards from Missoula Water, verifying them with the survey data
- Prepare a base map in AutoCAD for use in design
- Provide QA/QC by a licensed professional surveyor

Deliverable(s): Base map of existing conditions

Phase 2: Water Main Design

This task includes design of replacement water mains, including service lines and related appurtenances. All water system components will be designed in accordance with Montana Department of Environmental Quality (MDEQ) Circular DEQ-1 and City of Missoula standards. The following items are included:

- Evaluate water main location alternatives, including service lines and related appurtenances
- Evaluate method for replacing service lines and curb boxes
- Coordinate with MDT on water main location and construction requirements
- Review identified locations and method with City prior to final design
- Design tie-ins to existing mains
- Obtain a list, from the City, of service lines to receive a new meter pit
- Prepare preliminary plans for City review and comments
- Prepare technical specifications based on City of Missoula standards and Montana Public Works Standard Specifications
- Conduct an internal review of the plans, specifications
- Deliver plans and specifications signed and sealed by a Montana Licensed Professional Engineer
- Attend one public meeting, with City personnel, prior to construction

Deliverable(s): Final designs, construction plan sets, technical specifications

Phase 3: DEQ Submittal

This task includes preparing and submitting necessary project information to the MDEQ for plan approval prior to construction. The following items are included:

- Prepare required information in Circular DEQ-1 and submit information for MDEQ review and approval
- Design report and MDEQ submittal to be signed and sealed by a Montana Licensed Professional Engineer
- Coordinate with MDEQ during review
- \$500 budget for MDEQ review fee is included for this project

Deliverable(s): Design report and DEQ submittal

Phase 4: Contract Documents & Bidding

This task includes preparing contract documents for project construction and publically advertising the project for bid. The following items are included:

- Prepare contract documents and special provisions
- Prepare request for bids and solicit to contractors
- Answer contractor bid questions
- Conduct a pre-bid meeting
- Complete any necessary contract addendums
- Open bids, provide a certified bid tab, and prepare an award recommendation
- Provide QA/QC by a licensed professional engineer

Deliverable(s): Contract documents, bid tabulation and award recommendation

Phase 5: Construction Administration

This task includes administration of the project during construction in accordance with the contract documents and City of Missoula policies. Construction administration is included for the entire project. If the construction limits are reduced by the City for budgetary reasons, the construction observation time may be reduced as determined by WGM and the City. The following items are included:

- Provide construction staking as identified in the construction documents
- Conduct part-time construction observation (assume 45 calendar days, average 4 hrs/day)
- Prepare daily construction reports
- Perform construction materials testing in accordance with the contract documents and City standards (\$4,000 budget included)
- Review and processing contractor pay requests
- Prepare contract change orders (if necessary)
- Perform post-construction water main testing
- Conduct a post-construction walk through with contractor and City of Missoula
- Prepare and distribute a construction punch list and observe completion of identified items
- Prepare project record drawings
- Prepare and submit post-construction documents as required by MDEQ
- Prepare project closeout and submit City staged review documents
- Providing QA/QC by a licensed professional engineer

Deliverable(s): Record drawings and post-construction submittals

Phase 6: Miscellaneous Engineering Work

This task is intended to address miscellaneous engineering work that may be requested by the City and is outside the defined scope of work. The budget for this phase (approximately 10% of the engineering services budget) will only be used with prior authorization and direction by the City for specific work items.

Additional Services

Services not specifically described in the tasks above are not included in this scope of work but may be provided through a written scope and budget amendment.

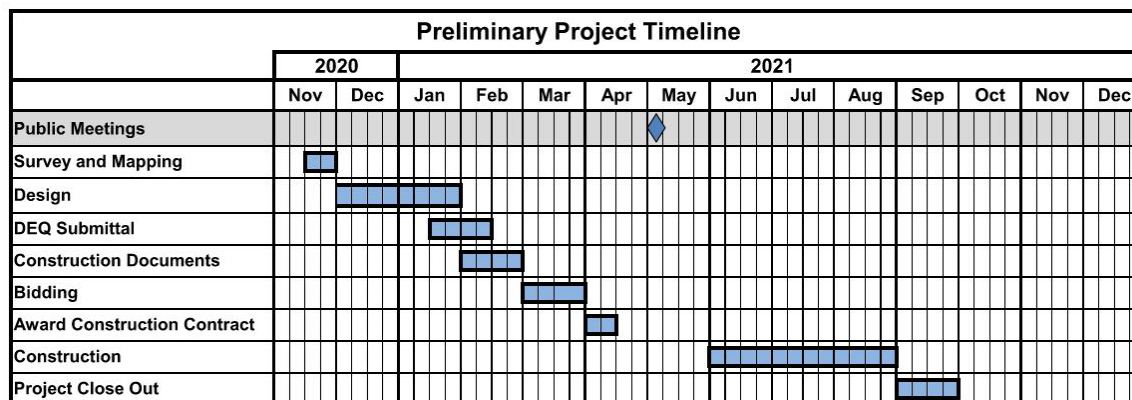
Fee Estimate

Our fee for this project will be billed on a time and materials basis and will not exceed the total below without a supplemental agreement. Fees are valid through December 2021 and may need to be adjusted if the project extends beyond this date.

Professional Services Fee Summary	
Phase 1: Site Mapping	\$1,224
Phase 2: Water Main Design	\$13,838
Phase 3: DEQ Submittal	\$2,151
Phase 4: Contract Documents & Bidding	\$5,226
Phase 5: Construction Administration	\$27,082
Phase 6: Miscellaneous Engineering Work	\$4,952
Total	\$54,473

Schedule

WGM Group is prepared to begin work immediately upon authorization from the City of Missoula. We anticipate the following general schedule for project milestones:



Thank you for the opportunity to provide these services. We look forward to working with you on this project. Please contact our office at (406) 728-4611 with questions.

Sincerely,

WGM Group, Inc.



Jonathan L. Gass, PE, LEED AP
PRINCIPAL ENGINEER

JLG:aes

Professional Services Estimate

Project Name: **Broadway - Front to May Water Main Replacement**
Project #: **20-10-43**
Client: **City of Missoula**
Date: **11/10/2020**

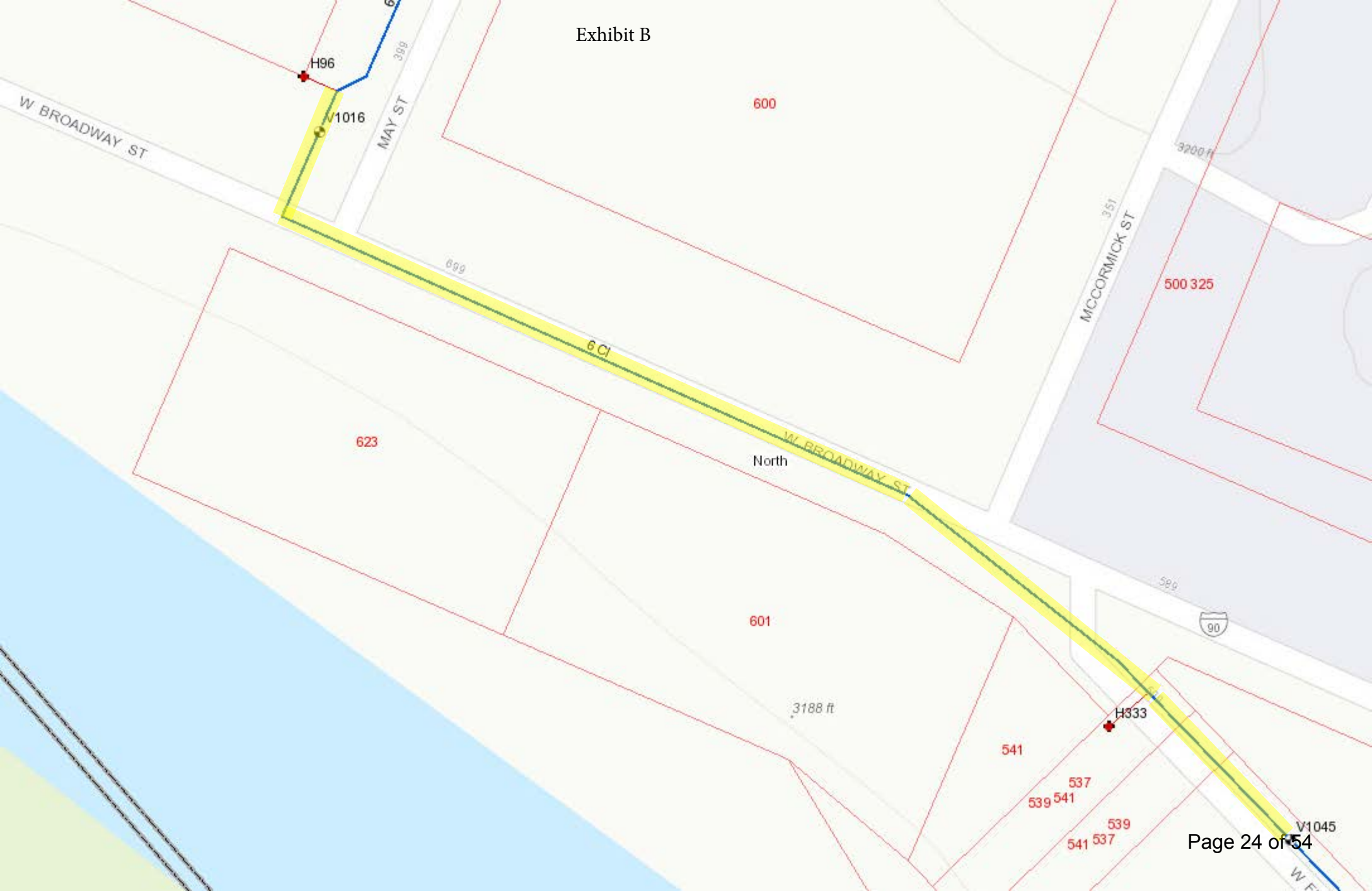


DIRECT LABOR	Phase 01		Phase 02		Phase 03		Phase 04		Phase 05		Phase 06		TOTAL	
	SITE MAPPING		WATER MAIN DESIGN		DEQ SUBMITTAL		CONSTRUCTION DOCUMENTS & BIDDING		CONSTRUCTION ADMINISTRATION		MISCELLANEOUS ENGINEERING WORK			
	Hours	Total \$	Hours	Total \$	Hours	Total \$	Hours	Total \$	Hours	Total \$	Hours	Total \$	Hours	Total \$
Principal Engineer			24	\$4,008	3	\$501	4	\$668	6	\$1,002			37	\$ 6,179
Const Project Manager							24	\$3,408	8	\$1,136			32	\$ 4,544
Staff Engineer/EI	1	\$115	56	\$6,440	10	\$1,150	10	\$1,150	152	\$17,480			229	\$ 26,335
Land Surveyor 3	1	\$142							2	\$284			3	\$ 426
2-Person Crew	4	\$676							12	\$2,028			16	\$ 2,704
Sr CADD Drafter	2	\$220	30	\$3,300					4	\$440			36	\$ 3,960
TOTAL LABOR	8	\$ 1,153	110	\$ 13,748	13	\$ 1,651	38	\$ 5,226	184	\$ 22,370		\$ 4,952	353	\$ 44,148

DIRECT EXPENSES	Phase 01	Phase 02	Phase 03	Phase 04	Phase 05	Phase 06	TOTAL
Sub-consultants	-	-	-	-	4,400.00	-	\$ 4,400.00
Mileage	5.00	-	-	-	50.00	-	\$ 55.00
Fees / Permits	-	-	500.00	-	-	-	\$ 500.00
Survey Equipment	60.00	-	-	-	250.00	-	\$ 310.00
Technology Fee	6.00	90.00	-	-	12.00	-	\$ 108.00
TAL DIRECT EXPENSES	\$ 71.00	\$ 90.00	\$ 500.00	\$ -	\$ 4,712.00	\$ -	\$ 5,373.00

SUMMARY	Phase 01	Phase 02	Phase 03	Phase 04	Phase 05	Phase 06	TOTAL
Hours	8.0	110.0	13.0	38.0	184.0		353.0
Labor	\$ 1,153.00	\$ 13,748.00	\$ 1,651.00	\$ 5,226.00	\$ 22,370.00	\$ 4,952	\$ 49,100.10
Expenses	\$ 71.00	\$ 90.00	\$ 500.00	\$ -	\$ 4,712.00	\$ -	\$ 5,373.00
TOTAL	\$ 1,224.00	\$ 13,838.00	\$ 2,151.00	\$ 5,226.00	\$ 27,082.00	\$ 4,952	\$ 54,473

Exhibit B





City of Missoula, Montana
Item to be Referred to City Council Committee

Committee: Public Works

Item: Referral – Professional Services Agreement with ERA Lambros

Date: November 17, 2020

Sponsor(s): Dennis Bowman

Prepared by: Ashley Strayer

Ward(s) Affected:

<input type="checkbox"/> Ward 1	<input type="checkbox"/> Ward 4
<input type="checkbox"/> Ward 2	<input type="checkbox"/> Ward 5
<input type="checkbox"/> Ward 3	<input type="checkbox"/> Ward 6
<input checked="" type="checkbox"/> All Wards	<input type="checkbox"/> N/A

Action Required:

Approve the Professional Services Agreement with ERA Lambros.

Recommended Motion(s):

I move the City Council: Approve and authorize the Mayor to sign a Professional Services Agreement with ERA Lambros to provide marketing and sale services for the Public Works Department at a 5% cash commission based upon the sales price of each property.

Timeline:

Referral to committee:	November 23, 2020
Committee discussion:	December 2, 2020
Council action (or sets hearing):	December 7, 2020
Public Hearing:	N/A
Deadline:	N/A

Background and Alternatives Explored:

The City owns a number of bare land properties in and around Missoula, that were originally intended for use, but the City has determined that they are no longer needed for a public purpose. ERA Lambros will be providing various marketing and sales services for the Public Works Department regarding several properties as described in section 3 of the Professional Services Agreement.

Financial Implications:

The Water Enterprise Fund will pay a cash commission equal to 5% based upon the sales price of each property.

Links to external websites:

N/A

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of ____, 20__, by and 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, referred to here as “City,” and Jennifer Barnard and Annelise Hedahl, of ERA Lambros, whose principal place of business is located at 3011 American Way, Missoula, MT 59808, hereinafter referred to as “Contractor.”

RECITALS

WHEREAS, the City owns a number of bare land properties in and around Missoula, Montana, that were originally intended for a Public Works Department purpose, but that the City has subsequently determined are no longer needed for a public purpose;

WHEREAS, the City desires to utilize Contractor to furnish independent services in connection with marketing and selling some or all of these properties; and

WHEREAS, Contractor has represented to the City that Contractor has the necessary expertise to furnish said services and has available to Contractor the necessary staff and resources to perform the independent services in a timely manner consistent with the nature of the project.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

- 1. Purpose:** City desires to have Contractor market and offer for sale various bare land properties that the City’s Public Works Department has determined are no longer necessary for a public purpose (the “Properties”). These Properties are located in and around Missoula, Montana. Contractor shall have an exclusive right to market the Properties for a period of one year.
- 2. Effective Date:** This Agreement is effective upon the date of its execution by both parties and will terminate one year from the date of execution.
- 3. Scope of Work:** Consultant will provide the following services to the City for the marketing and sale of the Properties:
 - a. Provide market value analysis of selected Properties based on comparable sales;
 - b. Provide site assessments for development potential based on location, access, zoning, utilities, and other site conditions;
 - c. Prepare marketing and promotional materials, including photos, cut sheets, and website listing;
 - d. Negotiate buy/sell agreements on the City’s behalf;
 - e. Assist with coordinating appraisals, inspections and other due diligence activities being performed by other professionals or prospective buyers;
 - f. Assist with City Council and other agency approvals, including preparing and making presentations; and

g. Assist with coordinating closing and recording, including deed restrictions or other agreements to satisfy strategic City goals such as affordable housing. Contractor is authorized to use all available methods of marketing and advertising which Contractor believes is appropriate based on Contractor's professional judgment.

4. **Payment:**

- a. City agrees to pay Contractor a cash commission equal to 5% based upon the sales price of each of each property, which shall be payable at closing. Expiration of this Agreement while a transaction is pending shall not relieve the City of its obligation to pay pursuant to this Section.
- b. In the event there is a buyer's agent representing the purchaser of one of the Properties, Contractor shall cooperate with the buyer's agent, and offer to split the commission stated above.

5. **Protection Period:** Within 120 days of the expiration or termination of the Primary Listing Term of this Agreement or any extension thereof (hereafter the "Protection Period"), if Seller enters into an agreement to or does sell, exchange, convey, lease or rent the Property to any party to whom Broker or any cooperating broker has marketed the Property, the commission as set out herein shall be payable at the time such agreement is entered into. However, Seller is not obligated to pay a commission to Broker if, during the Protection Period, Seller has entered into a valid listing agreement covering the Property with another licensed real estate broker that obligates Seller to pay that broker a commission upon the sale, exchange, lease, or rental of the Property.

6. **City Representations:** The City represents that to the best of its knowledge that there are no adverse material facts concerning the property, such as but not limited to those related to access, lawsuits, boundary lines, easements, encroachments, flooding, hazardous materials, wastes, etc... To the extent that the City acquires knowledge of such adverse material facts, the City will notify Consultant. The City further represents that it has vested title in fee simple to the Properties, and has the authority to sell the Properties, subject to an express contingency that City Council must approve each purchase agreement.

Independent Contractor Status: The parties agree that Consultant, is an independent contractor for purposes of this agreement and the parties agree that Consultant is and shall be an independent contractor when performing services pursuant to this agreement. Consultant is not subject to the terms and provisions of the City's personnel policies handbook and may not be considered a City employee for workers' compensation or any other purpose. Consultant is not authorized to represent the City or otherwise bind the City in any dealings between Consultant and any third parties.

Consultant shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Consultant shall maintain workers' compensation coverage for all members and employees of Consultant's business, except for those members who are exempted by law.

Consultant shall furnish the City with copies showing one of the following: (1) a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or (2) proof of exemption from workers' compensation granted by law for independent contractors.

7. Indemnity and Insurance: For other than professional services rendered, to the fullest extent permitted by law, Consultant agrees to defend, indemnify, and hold the City harmless against claims, demands, suits, damages, losses, and expenses connected therewith that may be asserted or claimed against, recovered from or suffered by the City by reason of any injury or loss, including but not limited to, personal injury, including bodily injury or death, property damage, occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Consultant or Consultant's agents or employees.

For the professional services rendered, to the fullest extent permitted by law, Consultant agrees to indemnify and hold the City harmless against claims, demands, suits, damages, losses, and expenses, including reasonable defense attorney fees, to the extent caused by the negligence or willful misconduct of the Consultant or Consultant's agents or employees.

For this purpose, Consultant shall provide City with proof of Consultant's liability insurance issued by a reliable company or companies for personal injury and property damage in amounts not less than as follows:

- Workers' Compensation—statutory
- Commercial General Liability—\$1,000,000 per occurrence; \$2,000,000 annual aggregate
- Automobile Liability—\$1,000,000 property damage/bodily injury; \$2,000,000 annual aggregate
- Professional Errors and Omissions Liability—\$1,000,000 per claim; \$2,000,000 annual aggregate

City shall be included or named as an additional or named insured on the Commercial General and Automobile Liability policies. The insurance must be in a form suitable to City.

The City agrees to defend, indemnify, and hold the Contractor harmless against claims, demands, suits, damages, losses, and expenses connected therewith that may be asserted or claimed against, recovered from or suffered by the Contractor by reason of any injury or loss, including but not limited to, personal injury, including bodily injury or death, property damage, occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of the City or City's officers, agents, or employees.

8. Professional Service: Consultant agrees that all services and work performed under this agreement will be accomplished in a professional manner, in accordance with the accepted standards of Contractor's profession.

9. Compliance with Laws: Consultant agrees to comply with all federal, state and local laws, ordinances, rules and regulations.

10. Nondiscrimination, Affirmative Action, and Fair Housing: The Parties agree to comply with all applicable federal and state civil rights and fair housing laws. Consultant agrees and shall comply with the following Non-Discrimination and Affirmative Action policies of the City:

NON-DISCRIMINATION. All hiring shall be on the basis of merit and qualification and there shall be no discrimination in employment on the basis of race, ancestry, color, physical or mental disability, religion, national origin, sex, age, marital or familial status, creed, ex-offender status, physical condition, political belief, public assistance status, sexual orientation, or gender identity/expression, except where these criteria are reasonable bona fide occupational qualifications.

AFFIRMATIVE ACTION POLICY. Contractors, subcontractors, sub grantees, and other firms doing business with the City of Missoula must be in compliance with the City of Missoula's Affirmative Action Plan, and Title 49 Montana Codes Annotated, entitled "Human Rights" or forfeit the right to continue such business dealings.

The City's Affirmative Action Policy Statement is:

The Mayor of the City of Missoula or the Mayor's designee may adopt an affirmative action plan to provide all persons equal opportunity for employment without regard to race, ancestry, color, handicap, religion, creed, national origin, sex, age, sexual orientation, gender identity or expression, or marital status. In keeping with this commitment, we are assigning to all department heads and their staff the responsibility to actively facilitate equal employment opportunity for all present employees, applicants, and trainees. This responsibility shall include assurance that employment decisions are based on furthering the principle of equal employment opportunity by imposing only valid requirements for employment and assuring that all human resource actions are administered on the basis of job necessity.

Specific responsibility for developing, implementing, monitoring and reporting are assigned to the City Personnel staff under the supervision and direction of the Chief Administrative Officer and the Mayor.

It is the policy of the City of Missoula to eliminate any practice or procedure that discriminates illegally or has an adverse impact on an "affected" class. Equal opportunity shall be provided for all City employees during their terms of employment. All applicants for City employment shall be employed on the basis of their qualifications and abilities.

The City of Missoula, where practical, shall utilize minority owned enterprises and shall ensure that subcontractors and vendors comply with this policy. Failure of subcontractors and vendors to comply with this policy statement shall jeopardize initial, continued, or renewed funds.

Our commitment is intended to promote equal opportunity in all employment practices and provide a positive program of affirmative action for the City of Missoula, its employees, program participants, trainees and applicants.

11. Default and Termination: If either party fails to comply with any condition of this agreement at the time or in the manner provided for, the other party, at its option, may terminate this agreement and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this agreement.

12. Modification and Assignability: This document contains the entire agreement between the parties and no statements, promises or inducements made by either party or agents of either party, which are not contained in this written agreement, may be considered valid or binding. This agreement may not be enlarged, modified or altered except by written amendment signed by both parties hereto. The Consultant may not subcontract or assign Consultant's rights, including the right to compensation or duties arising under this agreement, without the prior written consent of City. Any subcontractor or assignee will be bound by all of the terms and conditions of this agreement.

13. Liaison: The City's designated liaison with Contractor is Dennis Bowman, Deputy Director Public Works; and Contractor's designated liaison with City is Jennifer Barnard and Annelise Hedahl.

14. Previous Agreements: This Agreement constitutes the entire understanding of the parties and is intended as a final expression of their agreement and a complete statement of the terms thereof. There are no promises, terms, conditions, or obligations, other than contained herein. This Agreement shall supersede all previous communications, representations, or agreements, either oral or written, between the parties.

15. Applicability: This agreement and any extensions of it shall be governed and construed in accordance with the laws of the State of Montana.

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

CONSULTANT:

Jennifer Barnard

Annelise Hedahl

MAYOR

City of Missoula, Montana

John Engen

ATTEST:

Martha L. Rehbein, CMC, City Clerk

(SEAL)

APPROVED AS TO FORM:

Jim Nugent, City Attorney

City of Missoula Realty Consultant Services Request for Qualifications (RFQ)

The City of Missoula Public Works Department, "City," would like to select a real estate agent to provide a variety of realty consultant services to the City on an as-needed basis. Consultants are encouraged to submit proposals on all or part of the services listed below. Consultants should indicate which of these services they are qualified to provide and demonstrate their skills and capacity.

Services include, but are not limited to: create market value analyses, provide site assessments, prepare marketing and promotional materials, negotiate buy/sell agreements, assist with appraisals, inspections, and other due diligence matters, assist with City Council and other agency approvals, and assist with closings and recordings.

A copy of the RFQ is available on the City of Missoula website at www.ci.missoula.mt.us/bids.

Qualifications should be submitted to Dennis Bowman at publicworks@ci.missoula.mt.us by Wednesday September 16, 2020, at 4:30 p.m. Mountain Time. For questions about the RFQ, please contact Dennis Bowman at (406) 552-6769 or publicworks@ci.missoula.mt.us.

Publish: August 30, 2020
 September 6, 2020

REQUEST FOR QUALIFICATIONS

City of Missoula Realty Consultant Services

The City of Missoula Public Works Department, "City," is seeking Statements of Qualifications from real estate agents and brokers licensed in Montana to provide professional services for the purchase and sale of real property. The City will select the qualified real estate agent or broker for contract negotiation in accordance with selection procedures required by MCA Title 18, Chapter 8, Procurement of Services, and adopted City policy for consultant selection.

Project Description

The selected consultant will provide services to assist the City in the purchase and sale of real property. The consultant may provide information on methodologies and procedures they use to locate property that would best fit specific City needs. Consultant will assist the City in the sale of property currently owned by the City that is no longer required for City purposes and acquisition of property that meets strategic City goals.

The ideal consultant will be a licensed State of Montana real estate agent with knowledge of City of Missoula procurement guidelines and direct experience with acquisition and sale of public property.

Scope of Services

The consultant services required under this request include, but will not necessarily be limited to, the following:

- Provide market value analysis of selected properties based on comparable sales
- Provide site assessments for development potential based on location, access, zoning, utilities, and other site conditions
- Prepare marketing and promotional materials, including photos, cut sheets, and website listing
- Negotiate buy/sell agreements on the City's behalf
- Assist with appraisals, inspections, and other due diligence matters
- Assist with City Council and other agency approvals, including preparing and making presentations
- Assist with closing and recording, including deed restrictions or other agreements to satisfy strategic City goals such as affordable housing.

Example Projects:

- 1236 Dickens Street, School Addition, S16, T13 N, R19 W, Block 23, Lot A, W36
- No Physical Address, Hillview Heights #1, S06, T12 N, R19 W, T5
- 247 Pattee Creek Drive, Willows Addition Farview Homesites, S33, T13 N, R19 W, Block 1, 12018 Square Feet, Remainder of Lot 22
- 507 Simons Drive, S05, T12 N, R19 W, C.O.S. 1461, Acres 4.64, R3

Selection

The proposals will be evaluated based on the following criteria for each service area proposed on:

- Related experience on similar projects (30%).
- The qualifications of professional personnel assigned to the project (20%).
- Overall quality of the proposal including work plan approach (20%).
- The capability to meet time and project budget requirements (15%).
- Present and projected workloads (15%).

The City's selection committee will review consultants' responses to the RFQ. The City reserves the right to accept any RFQ response, in whole or in part, and to reject any or all responses if it is deemed in the best interest of the City to do so. Based on the number of qualified responses, the City may develop a list of consultants to be invited for interviews. In this selection step, the City's selection of the consultant constitutes a non-binding "apparent award." The successful consultant will negotiate a contract for service with the City for approval as projects and needs arise.

Questions

Consultants with questions or requiring clarification or interpretation of any part of this RFQ must address these questions to Dennis Bowman at (406) 552-6769 by September 11, 2020, at 5:00 p.m. Questions received after this deadline may not be considered.

Closing Date and Submittals

Statements of Qualification will be accepted until 4:30 p.m. Mountain Time on Wednesday, September 16, 2020, by email to Dennis Bowman at publicworks@ci.missoula.mt.us. Submittals shall be a complete PDF document containing no more than ten (10) pages, excluding appendices, addressing the consultant's capabilities for performing all aspects of the scope of services that are under consideration. Clearly identify the submittal as "Statement of Qualifications for Realty Consultant Services." Regardless of cause, late submittals may not be accepted and will automatically be disqualified from further consideration. It shall be the consultant's sole risk to ensure email delivery of submittal by the designated time. Late submittals will not be opened.



City of Missoula, Montana
Item to be Referred to City Council Committee

Committee: Public Works

Item: Mullan BUILD Grant Project Informational Update

Date: November 17, 2020

Sponsor(s): Jeremy Keene

Prepared by: Katie Emery

Ward(s) Affected:

<input type="checkbox"/> Ward 1	<input type="checkbox"/> Ward 4
<input checked="" type="checkbox"/> Ward 2	<input type="checkbox"/> Ward 5
<input type="checkbox"/> Ward 3	<input type="checkbox"/> Ward 6
<input type="checkbox"/> All Wards	<input type="checkbox"/> N/A

Action Required:

No Action Required – Informational Only

Recommended Motion(s):

I move the City Council: No Recommended Motion – Informational Only

Timeline:

Referral to committee:	November 23, 2020
Committee discussion:	December 2, 2020
Council action (or sets hearing):	N/A
Public Hearing:	N/A
Deadline:	N/A

Background and Alternatives Explored:

The City of Missoula, in partnership with Missoula County, intends to construct transportation improvements and public utility improvements with a federal BUILD Grant and other local funding sources in the Mullan Road area.

This presentation will be an informational update about project status, schedule, design considerations, and funding.

Financial Implications:

The City's financial obligations for the Mullan BUILD Project were established in the FY21 CIP.

Links to external websites:

<https://www.mullanbuild.com/>



MULLAN
— BUILD —

Mullan BUILD Project Update

City Council
Public Works Committee
December 2, 2020

Plan then BUILD

- Mullan Area Master Plan
- Mullan BUILD Project
 - Federal BUILD Grant (\$13M)
 - City/County Funding
 - Developer Funding
 - Impact Fees
 - Latecomer's Fees
 - Direct Contributions



Mullan Area Master Plan

Key Inputs

- Public Involvement
- Future Land Use
- Growth and Density Projections
- Transportation Demand Model

Traffic Analysis

- Traffic Volume Projections (2050)
 - 6 Roadway Corridors
 - 21 Intersections
 - Intersection type
 - Lane configuration
 - Bike/pedestrian facilities
- MDT Review & Approval
 - George Elmer/Mullan
 - Mary Jane/Mullan
 - George Elmer/Broadway
 - Mary Jane/Broadway





PROJECT PRIORITY

- | | | | |
|-----------------------------|----------------------------|------------------------------|---|
| 1 MARY JANE BOULEVARD SOUTH | 4 GEORGE ELMER DRIVE SOUTH | 7 GEORGE ELMER DRIVE NORTH | 9 MILWAUKEE TRAIL |
| 2 MARY JANE BOULEVARD NORTH | 5 ENGLAND BOULEVARD | 8-1 FLYNN LANE TRAIL - EAST* | 10 GRANT CREEK TRAIL AND STREAM RESTORATION |
| 3 TIPPERARY WAY TRAIL | 6 MULLAN TRAIL | 8-2 FLYNN LANE TRAIL - WEST* | |

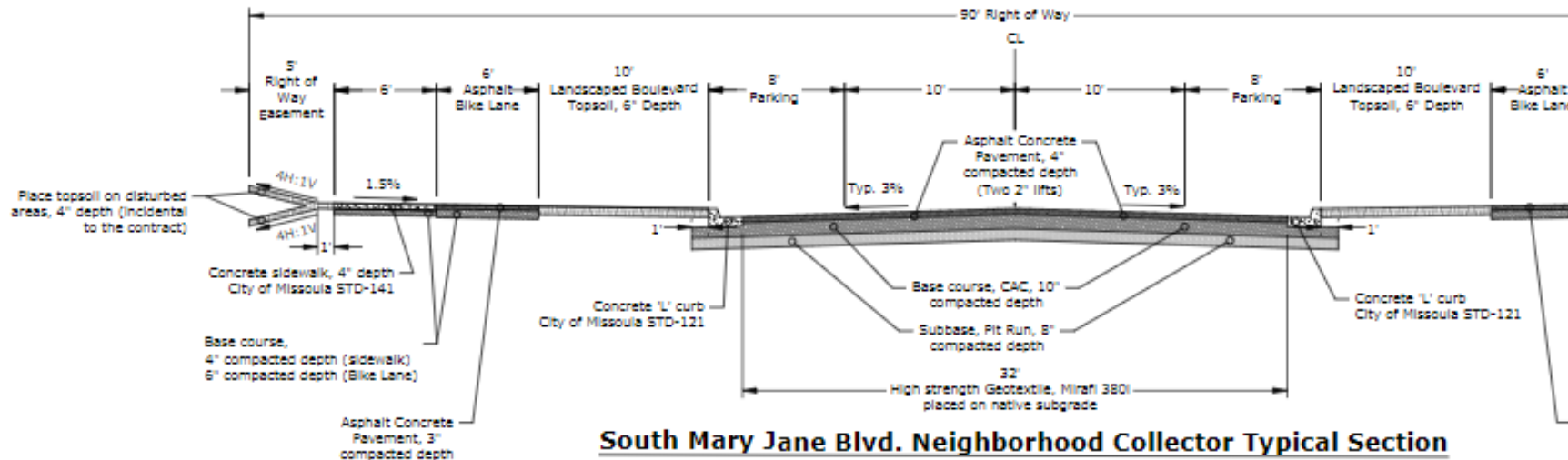
* The Flynn Lane Trail was originally prioritized lower than the Tipperary Way Trail. However, because the Tipperary Way Trail does not have land available to build this connection, and the Flynn Lane Trail does, this trail segment moved up in ranking to be constructed in 2021. Tipperary Way Trail still remains a top priority and will be built as soon as possible.

Key Design Considerations

- Typical Sections
- Intersection Design
- Stormwater Design
- Future Development

Typical Road Sections

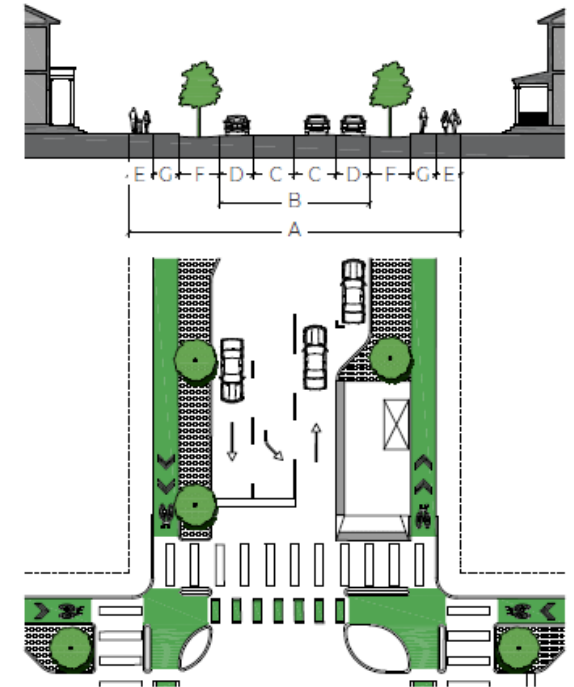
- Conceptual Sections from Master Plan
- Detailed Sections BUILD
 - Neighborhood Collector
 - Urban Collector
 - Protected Bike Lanes



South Mary Jane Blvd. Neighborhood Collector Typical Section

STA 20+80 to 28+15
STA 29+59 to 29+76

C. Neighborhood Collector ■ ■ ■



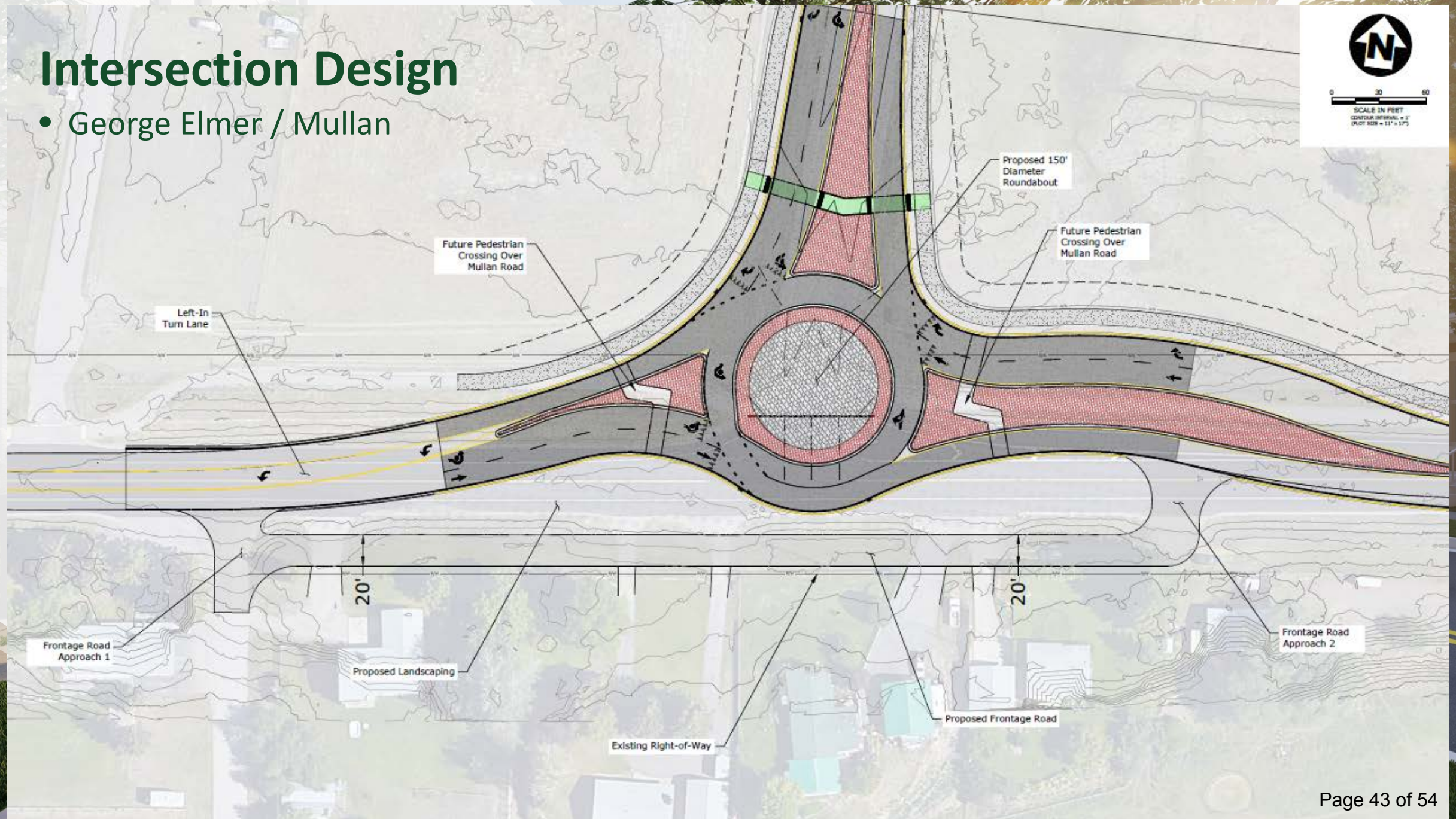
Thoroughfare Type	Neighborhood Collector	
Right-of-Way Width	80 feet	A
Pavement Width	36 feet	B
Traffic Lanes	Two - 10 foot drive lanes	C
Transit	Bus	
Bicycle / Micro-Mobility Facility	Two - 6' Protected Lanes	G
Parking Lanes/Curbside Flex Zone	Both sides @ 8 feet marked	D
Sidewalk: Clear & Frontage Zones	6 feet	E
Landscape Zone	10 foot continuous planter	F
Landscape Type	Trees @ 35' o.c. average	F
Road Edge Treatment	Curb	
Green Infrastructure	Bioswale	

Intersection Design

- George Elmer / Mullan

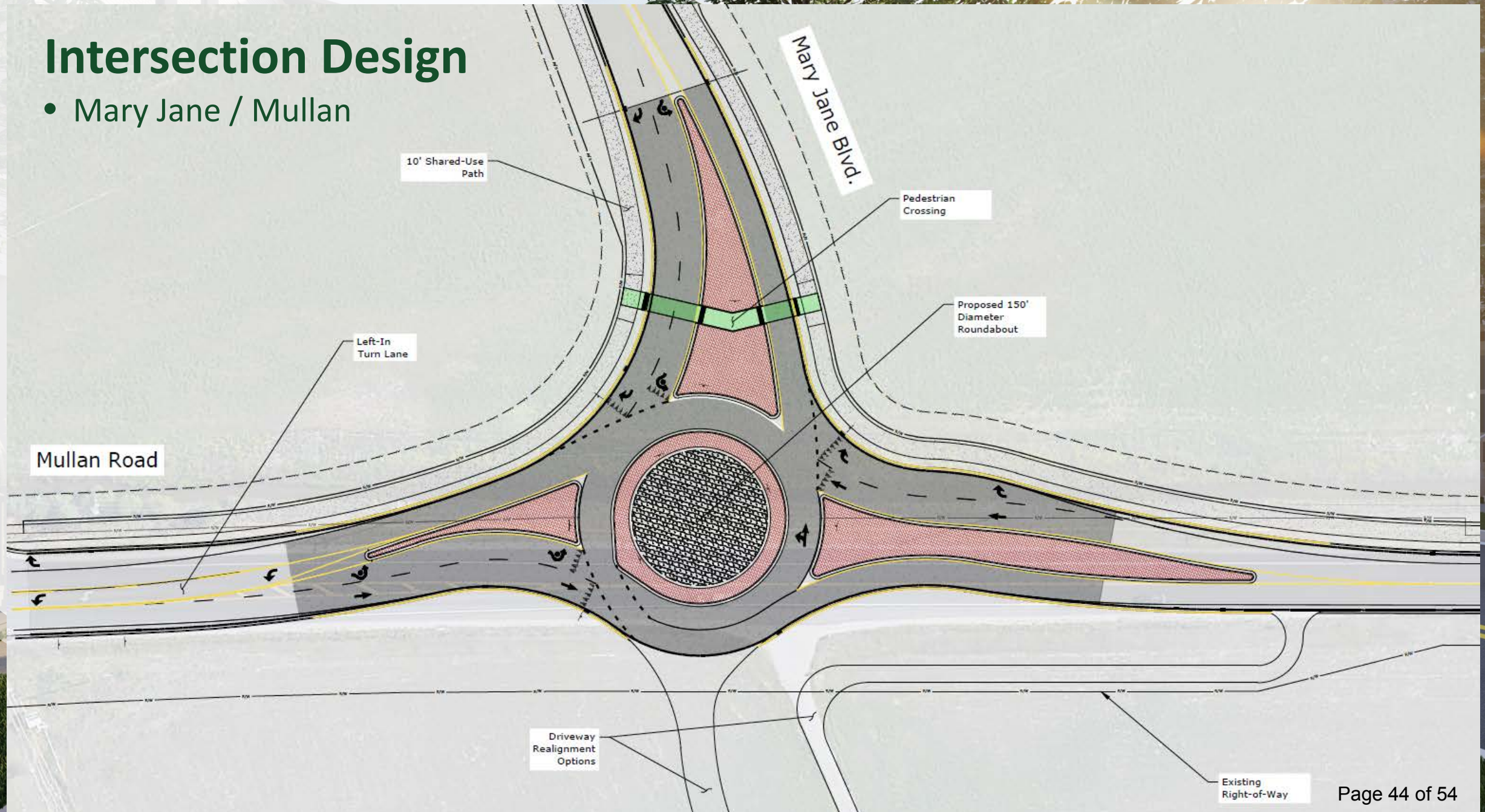


0 30 60
SCALE IN FEET
CENTRALS (1" = 30')
(PLOT SIZE = 11" x 17")



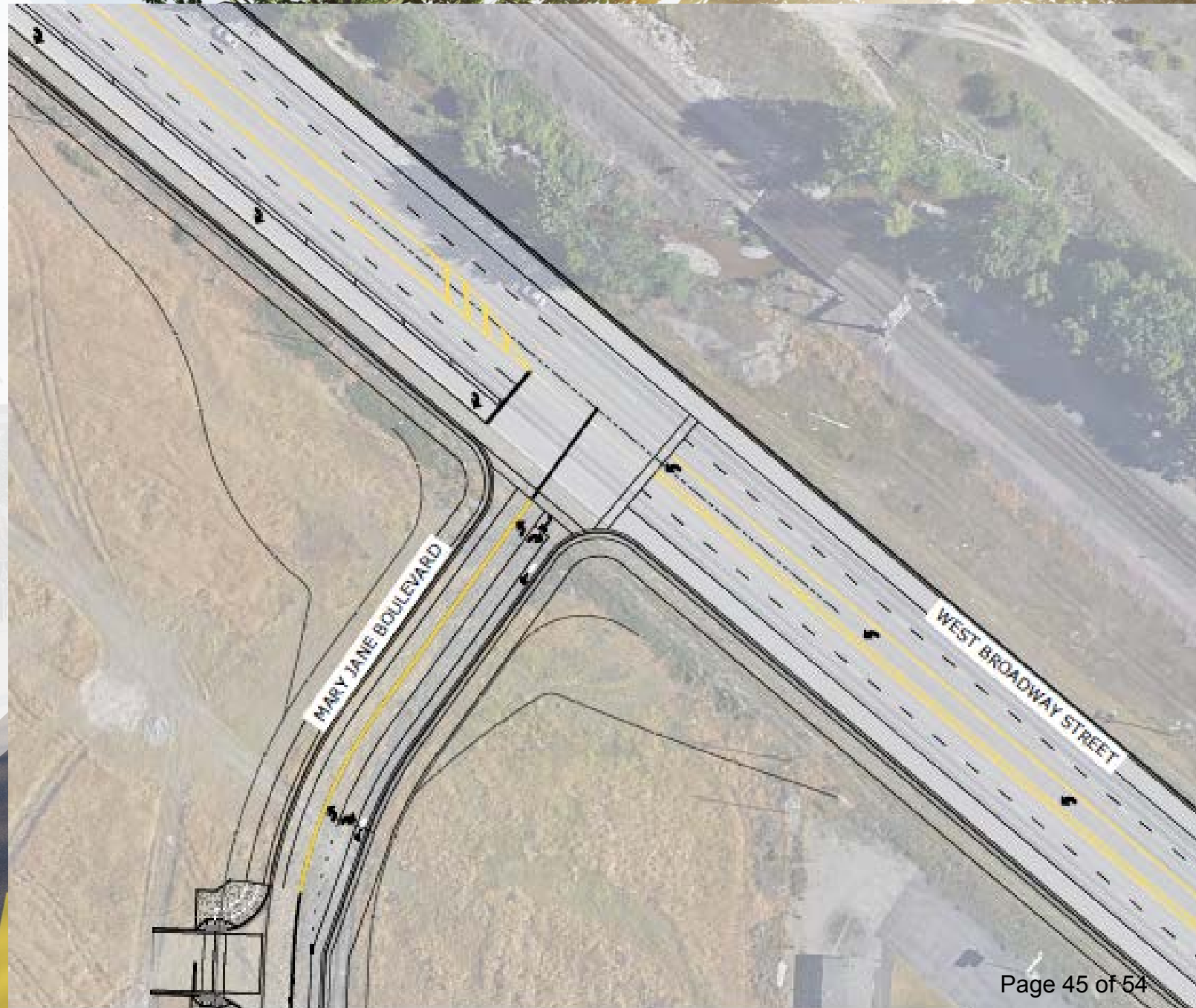
Intersection Design

- Mary Jane / Mullan



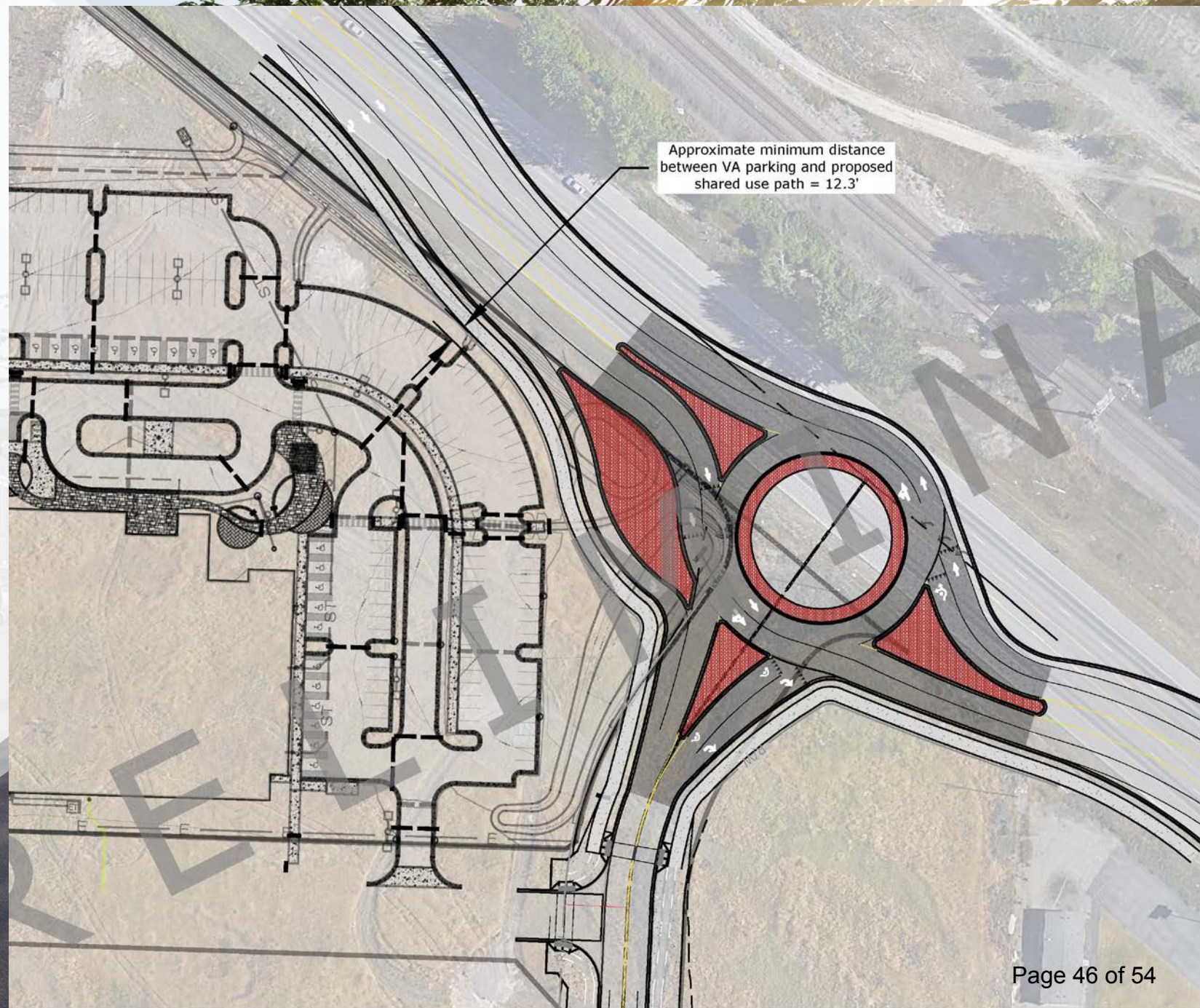
Intersection Design

- Mary Jane / Broadway (Signal)



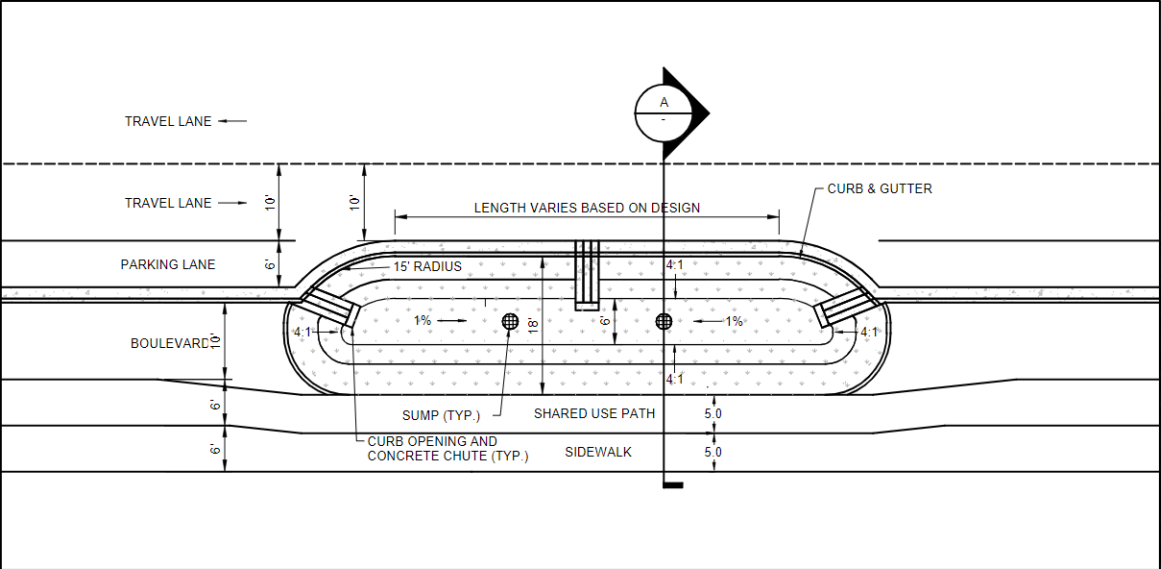
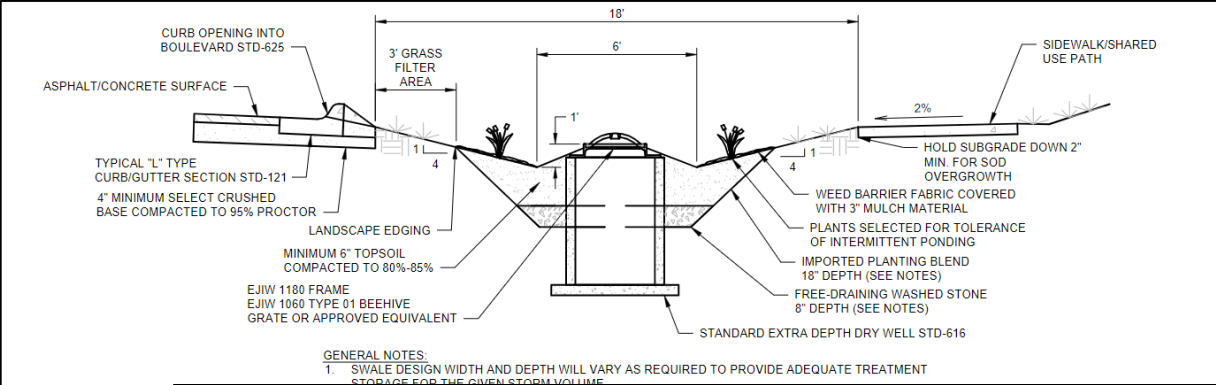
Intersection Design

- Mary Jane / Broadway
(Future Roundabout)



Stormwater

- Green Infrastructure
- Bio Swale Pretreatment



Coordination with Private Development

- Summit Beverage
- VA Clinic
- Hellgate Village
- Miramonte
- Heron's Landing Subdivision
- McNett Flats Subdivision
- Other Future Development

Project Costs

Mullan BUILD Cost Summary						11/19/2020
Project Element		Surface	Storm	Water	Sewer	Total
1	Mary Jane Boulevard South *	\$ 3,992,980	\$ 531,208	\$ 292,365	\$ -	\$ 4,816,553
2	Mary Jane Boulevard North *	\$ 4,909,868	\$ 408,917	\$ -	\$ 194,258	\$ 5,513,043
3	Flynn Lane Trail *	\$ 205,833		\$ -	\$ -	\$ 205,833
4	George Elmer Drive South *	\$ 4,244,285	\$ 339,940	\$ 629,407	\$ 512,480	\$ 5,726,112
5	England Boulevard *	\$ 3,467,069	\$ 1,002,602	\$ 663,366	\$ 624,743	\$ 5,757,780
6	Mullan Trail **	\$ 498,848		\$ -	\$ -	\$ 498,848
7	George Elmer Drive North **	\$ 5,380,156	\$ 1,469,708	\$ 1,058,394	\$ 105,194	\$ 8,013,452
8	Tipperary Way Trail **	\$ 630,665	\$ -	\$ -	\$ -	\$ 630,665
9	Milwaukee Trail **	\$ 141,413	\$ -	\$ -	\$ -	\$ 141,413
10	Grant Creek Trail **	\$ 212,772	\$ -	\$ -	\$ -	\$ 212,772
10	Grant Creek Restoration **	\$ 1,386,802	\$ -	\$ -	\$ -	\$ 1,386,802
Construction Total		\$ 25,070,691	\$ 3,752,375	\$ 2,643,532	\$ 1,436,675	\$ 32,903,273
	Preliminary Engineering	\$ 837,564	\$ 125,360	\$ 88,315	\$ 47,997	\$ 1,099,236
	Final Engineering	\$ 2,136,428	\$ 319,763	\$ 225,272	\$ 122,428	\$ 2,803,891
	Construction Manager	\$ 369,546	\$ 55,311	\$ 38,966	\$ 21,177	\$ 485,000
	Construction Administration (8%)	\$ 2,005,655	\$ 300,190	\$ 211,483	\$ 114,934	\$ 2,632,262
Project Total		\$ 30,419,885	\$ 4,552,998	\$ 3,207,568	\$ 1,743,210	\$ 39,923,662
*	Costs based on 60% design estimate. Includes 10% contingency and 5% inflation factor.					
**	Costs based on 30% design estimate. Includes 20% contingency.					
	Costs do not include r/w or dry utilities.					

Project Funding

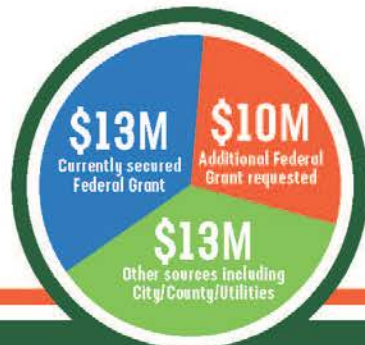
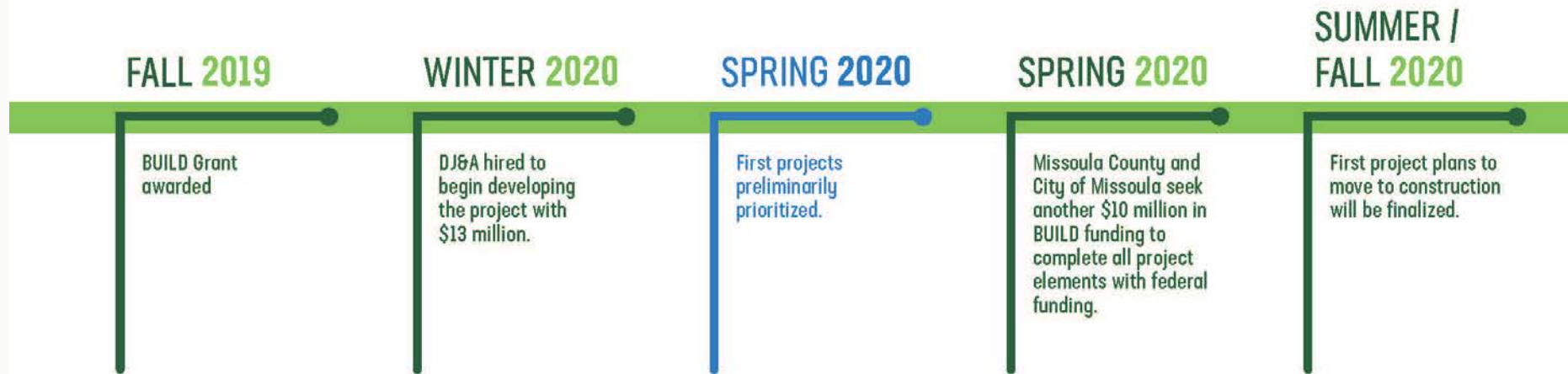
Mullan BUILD Funding Summary *			11/19/2020
Sources of Project Funds	Non-Federal	Federal	% of Total
Missoula County	\$ 800,000		2.0%
Missoula County Parks & Trail Bond	\$ 500,000		1.3%
City Transporation Impact Fees	\$ 2,000,000		5.0%
2019 BUILD Grant		\$ 13,000,000	32.5%
Sewer Latecomers Fees (pending)	\$ 1,750,000		4.4%
Water Latecomers Fees (pending)	\$ 3,250,000		8.1%
Special Impact Fee District (pending)	\$ 18,700,000		46.8%
Total	\$ 27,000,000	\$ 13,000,000	100%
Project Total	\$ 40,000,000		
* Does not include r/w or dry utility costs			



PROJECT PRIORITY

- | | | | |
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FUTURE FUNDING

\$13 million in federal BUILD funding has been secured to begin design and construction of the Mullan BUILD project's first phases. While Missoula County and the City of Missoula are applying for additional federal funding, should the last \$10 million not be awarded, the City and developers will work together to fund the remaining sections of this project. All projects will be built. As funds become available, and as construction costs are finalized, some projects may move up or down in priority to best maximize available funding sources.

WITHOUT ADDITIONAL \$10 MILLION

- BUILD Grant funds *a portion* of the roads and trails included in grant
- City finances utilities
- Development pays impact fees and utility fees *plus a special impact fee or cost share* to fund remainder
- Future development pays latecomers fees for utilities



Public Outreach

Virtual Public Meetings

- Oct. 16: Project Overview
- Oct 30: Mullan Area Master Plan
- Nov 13: Intersection Improvements
- Dec. 4: Design Aesthetics
- Dec. 18: Construction details
- Jan. 8: Environmental Considerations

Meetings are recorded and available online at <https://www.mullanbuild.com/get-involved>

Comments & Questions

- We are eager to hear your feedback!

<https://www.mullanbuild.com/get-involved>

Submit Project Feedback & Comments

Submit your comments, questions to the project team here. Have more to share? You can email **Katie Klietz** with Big Sky Public Relations.