

**RESOLUTION NO. 4449**

**A RESOLUTION APPROVING A TASK ORDER FOR ENGINEERING SERVICES BETWEEN THE CITY OF MILES CITY AND BROSZ ENGINEERING, INC. RELATED TO THE NORTH HAYNES AVE. SANITARY SEWER RAHABILITATION PROJECT.**

*WHEREAS*, the City of Miles City has engaged the services of Brosz Construction, Inc. (“Brosz”), to provide certain engineering services related to the North Haynes Ave. Sanitary Sewer Rehabilitation Project;

*AND WHEREAS*, the City and Brosz desire to enter into a Task Order agreement for Brosz to provide the engineering services set forth therein;

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

1. That “Task Order to Owner-Engineer Agreement, Task Order One – N. Haynes Ave. Sanitary Sewer Rehabilitation,” attached hereto as Exhibit “A,” and made a part hereof, is hereby approved and adopted by this council.
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said document 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, THIS 11<sup>TH</sup> DAY OF JANUARY, 2022.**



John Hollowell, Mayor

ATTEST:

City Clerk



**Exhibit A**

**TASK ORDER TO OWNER-ENGINEER AGREEMENT  
Task Order One – N. Haynes Ave Sanitary Sewer Rehabilitation**

The Effective Date of this Task Order is: December 28, 2021.

Background Data

Effective Date of Owner-Engineer Agreement: May 11, 2021

Owner: City of Miles City

Engineer: Brosz Engineering, Inc.

Project: N. Haynes Ave Sanitary Sewer Rehabilitation – Design Engineering

Description of Services:


1. Complete onsite topographic and legal survey.
2. Complete preliminary Design and Layout.
3. Determine Cured-in-Place Pipe versus Open Cut project options.
4. Complete Utility Coordination and Meetings.
5. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by the Contractor.
6. Consult with Federal, State, and local agencies; and complete any permits required.
7. Revise any Drawings and Specifications in response to directives from permitting authorities.
8. Assist Owner in advertising for and obtaining bids; Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents; Consult with Owner as to the qualifications of prospective contractors, subcontractors, suppliers, and other individuals as review of qualifications is required by the issued documents
9. Attend the bid opening, prepare bid tabulation sheets, and assist Owner in evaluating bids or proposals.
10. Assemble final contracts for the Work for execution by the Owner and Contractor.

Attached is Exhibit C-1 for the compensation for those services.


The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

Owner: City of Miles City

By:   
Print name: JOHN HOLLOWELL  
Title: MAYOR  
Date Signed: 1-11-22

Engineer: Brosz Engineering, Inc.

By:   
Print name: Jon Brosz  
Title: Project Manager  
Date Signed: 12/20/2021

This is **EXHIBIT C-1**, consisting of 2 pages, referred to in and part of the **Task Order One between Owner and Engineer for Professional Services** dated December 28, 2021

**Payments to Engineer for Services and Reimbursable Expenses**  
**COMPENSATION PACKET C-1: Basic Services – Standard Hourly Rates**

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Article 7.01 of the Agreement is supplemented to include the following agreement of the parties:

**7.01 Basis of Payment – Hourly Rates Plus Reimbursable Expenses**

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:
1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project.
  2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer's services, including labor costs, overhead, and profit.
  3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached as Attachment 1.
  4. The total compensation for services is estimated to be \$155,000.00 based on the following estimated distribution of compensation:
    - a. Design Engineering \$155,000
  5. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph 7.01.A.4 incorporates all labor, overhead, profit, reimbursable expenses, and Engineer's Consultants' charges.
  6. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually to reflect equitable changes in the compensation payable to Engineer.
- B. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.0.
- C. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

D. *Estimated Compensation Amounts:*

1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.