

RESOLUTION NO. 4508

A RESOLUTION APPROVING TASK ORDER 2023-1 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 Engineering, 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 2023-1, 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 9TH DAY OF MAY, 2023.



John Hollowell, Mayor

ATTEST:



City Clerk

TASK ORDER

This is Task Order No. 2023-1,
consisting of 3 pages.

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated 05/11/2021 ("Agreement"), Owner and Engineer agree as follows:

1. Task Order Information

- A. Owner: City of Miles City.
- B. Engineer: Brosz Engineering, Inc..
- C. Task Order Title: N. Haynes Ave. Sanitary Sewer Rehabilitation – Construction Engineering.

2. Scope of Services

- A. The scope of services to be provided or furnished by Engineer under this Task Order are:
 - 1. Funding - This is a locally funded sewer rehabilitation project.
 - 2. Project Management & Administration – Engineer will conduct project team meetings and project coordination. Engineer will attend monthly meetings if asked by the Public Utilities Director. Engineer will perform contract administration.
 - 3. Inspection – Engineer will complete onsite inspection during the construction with qualified personnel to assure plans and specifications are adhered to. All earthwork, concrete, and asphalt testing required for street repair will be completed as well.
 - 4. Field Survey – Engineer will perform all staking and as-built survey on the project.
 - 5. Public Involvement – Engineer will assure Contractor is up to date with public involvement activities required to keep landowners up to date.
 - 6. Project Closeout - Complete project final acceptance, as-built and closeout documents.

3. Owner's Responsibilities

The Owner shall be responsible for the follow items:

- A. Assist with project questions and final determination of acceptable lining sections.
- B. Approve final acceptance.

4. Schedule

- A. Tentative Schedule:
 - 1. Construction Began – October 2023
 - 2. Construction Completion – December 16th, 2023

5. Attachments:

- A. 2023 Brosz Engineering, Inc. Standard Hourly Rate sheet.

6. 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 03/20/2023 .

OWNER:

By:



Print Name:

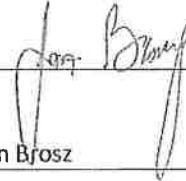
John Hollowell

Title:

MAYOR

ENGINEER:

By:



Print Name:

Jon Brosz

Title:

Client Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:

Tom Speelmon

Title:

Public Utilities Director

Address:

City of Miles City, MT

E-Mail

tspeelmon@milescity-mt.org

Address:

Phone:

1-(406)-234-3493

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:

Jon Brosz

Title:

Client Manager

Address:

PO Box 357, Bowman, ND 58623

E-Mail

jonb@broszengineering.com

Address:

Phone:

701-523-3340

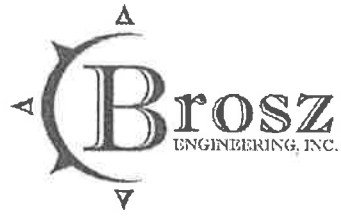
This is **EXHIBIT C-1**, consisting of 2 pages, referred to in and part of the **Task Order 2023-1** between Owner and Engineer for Professional Services.

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

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. The total compensation for services is estimated to be \$270,000.00 based on the following estimated distribution of compensation:
 - a. Construction Engineering - Beginning Construction to Project Closeout. \$270,000
 4. 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.
 5. 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.



ENGINEERING & SURVEYING SERVICES
2023 HOURLY RATE SHEET

SENIOR PRINCIPAL	\$200.00
SENIOR ENGINEER I	\$190.00
SENIOR ENGINEER II	\$180.00
ENGINEER I	\$170.00
ENGINEER II	\$150.00
ENGINEER III	\$135.00
ENGINEER IV	\$120.00
SENIOR ENGR. TECH. I	\$155.00
SENIOR ENGR. TECH. II	\$135.00
ENGINEER TECH. I	\$125.00
ENGINEER TECH. II	\$115.00
ENGINEER TECH. III	\$100.00
ENGINEER TECH IV	\$80.00
HSE ADVISOR II	\$100.00
SURVEY PRINCIPAL (Field)	\$215.00
SURVEY PRINCIPAL (Computations)	\$200.00
SURVEY MANAGER (Field)	\$195.00
SURVEY MANAGER (Computations)	\$180.00
SENIOR SURVEYOR (Field)	\$185.00
SENIOR SURVEYOR (Computations)	\$170.00
SURVEYOR I (Field)	\$155.00
SURVEYOR I (Computations)	\$130.00
SURVEYOR II (Field)	\$150.00
SURVEYOR II (Computations)	\$125.00
SURVEYOR III (Field)	\$145.00
SURVEYOR III (Computations)	\$120.00
SURVEY ASSISTANT	\$110.00
DRONE SURVEY	\$350.00
GIS COORDINATOR	\$120.00

The above rates include all labor, mileage, per diem and normal supplies. For field work, chargeable time is applied from the time we leave our office location until we return

A: 109 S. Main PO Box 357, Bowman, ND 58623 P: (701) 523-3340 W: broszeng.com

BOWMAN, STANLEY & WATFORD CITY NORTH DAKOTA MITCHELL, PIERRE, SIOUX FALLS & STURGIS SOUTH DAKOTA