EXHIBIT A to Ord. No. 53-20

801 Moore Road • Avon, Ohio 44011 • 440/934-7878 • Fax 440/934-7879

Equal Opportunity • Affirmative Action Employer

BRAMHALL
ENGINEERING &
SURVEYING COMPANY

May 1, 2020

Mr. Ryan E. Cummins, P.E., CPESC
Avon Consulting City Engineer
Chagrin Valley Engineering, Ltd.
22999 Forbes Road, Suite B
Cleveland, Ohio 44146-5667

Reference: Construction Observation Services and Construction Staking
Elizabeth Ave., Joseph St., Puth Dr., & Detroit Rd.
Sanitary Sewer Improvement Phase 2
City of Avon
Avon Job No. _____
Avon Fund No. _____

Dear Mr. Cummins,

We are pleased to submit the attached Proposal for Professional Observation Services and Construction Staking for the above referenced project.

We appreciate your interest in Bramhall Engineering and Surveying Company and if selected, we look forward to continuing to work with the City of Avon and your team on this project.

Please do not hesitate to contact me if you have any questions or require any additional information.

Sincerely,

BRAMHALL ENGINEERING & SURVEYING COMPANY

Aaron P. Appell, P.E., CPESC
Principal

Enclosure(s)

CONSTRUCTION OBSERVATION SERVICES
ELIZABETH AVE., JOSEPH ST., PUTH, & DETROIT RD. SANITARY SEWER IMPROVEMENTS – PHASE 2
CITY OF AVON

Scope of Services

To meet your objectives Bramhall Engineering and Surveying Company (BRAMHALL) proposes to provide the following services for the Elizabeth, Puth, Joseph Phase-2 Project, starting on or about June 29th, 2020 and having substantial completion by September 3rd, 2021.

Task I - Construction Observation Services and Limited Administration (Hourly)

BRAMHALL will provide the Professional Construction Observation Services as outlined below:

1. BRAMHALL will provide an Owners Representative that will serve as the City's agent with the General Contractor and Sub-Contractors.

2. A representative of BRAMHALL shall act as the Owners Representative as per the following:

   a) Be present during all on-site activities by the General Contractor and Sub-Contractors and conduct on-site observations of the work in progress to determine if the work is proceeding in accordance with the Contract Documents and that completed work will conform to the Contract Documents.

   b) Report to the City whenever BRAMHALL believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any observation, tests, or approvals required to be made, or has been damaged prior to final acceptance, and advise the City when work should be corrected or rejected or should be uncovered for observation.

   c) Verify that tests are conducted as required by the Contract Documents and City requirements in the presence of the required personnel, and that the General Contractor maintains adequate records thereof; observe, record and report to the City appropriate details relative to the test procedures.

   d) Accompany representatives of the General Contractor and/or City on construction observation site visits and record any comments or direction rendered during such visits.

   e) Attend to members of the public who have issues with the project and serve to positively rectify these issues and to conduct elected officials around the project.

   f) Attend pre-construction and all job progress meetings and other job conferences as needed with the General Contractor, City and regulatory agencies.

   g) Transmit to the General Contractor clarifications and interpretations of the Contract Documents as approved by the City.

3. Reports:

   a) Furnish the City with daily logs as required for progress of the work. Included shall be test data and comments relative to observations of the day's work. Copies of the daily logs are to be provided to the City on a weekly basis, or as otherwise determined to be appropriate.

   b) Consult with the City in advance of scheduled major tests, observations, or start of significant phases of work.

   c) The Owners Representative will report directly to the City Engineer. All reports shall be submitted on standard BRAMHALL forms to the City.

   d) Maintain a set of drawings on-site on which authorized changes are noted.

4. BRAMHALL is required to bring to the attention of the General Contractor any failure of the work or materials to conform to the Specifications and Contract. Any lack of corrective action or lack of cooperation shall immediately be referred to the City.

5. BRAMHALL is authorized to recommend rejection of non-specific materials as they arrive at the project site.

6. BRAMHALL proposes to provide the following limited Administration services during Construction:

   a) Attend Preconstruction Meeting and Progress Meetings as requested.

   b) Review precast structure shop drawings.

   c) Review material submittals (such as aggregate, water, sanitary and storm) and pavement mix designs.

   d) Coordinate with the City to answer construction RFI's from contractor(s).

   e) Additional Construction Administration as requested by the Client.

7. Completion

   A representative of BRAMHALL shall:

   a) Submit to the General Contractor and City a list of observed items requiring completion or correction.

   b) Conduct a final observation, and prepare a final list of items to be completed or corrected in conformance with the contract documents.

   c) Verify that all items on the final list have been completed or corrected, and submit recommendations to the City concerning acceptance.

The authority of BRAMHALL shall have the following limitations:

Except upon written instruction of the City, BRAMHALL shall not:

1. Authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
2. Issue instructions contrary to the Contract Plans, Specifications or City Standards.
3. Exceed limitations on the City's authority as set forth in the Contract Documents.
4. Undertake any of the responsibilities of the General Contractor, Subcontractor or the Contractor's superintendent.
5. Advise on or issue directions relative to any aspect, means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
6. Issue directions as to safety precautions and programs in connection with the work.

BRAMHALL shall not be liable for defective work, acts of omission, or operating procedures of the General Contractor.

Task II - Construction Staking (Hourly)

BRAMHALL to provide construction staking for the items listed below. All survey work will be done by or under the direct supervision of a Professional Surveyor licensed in the State of Ohio. Each item will be staked one (1) time for horizontal and vertical location with offset. Staking will be provided on an as needed, as requested and on an hourly basis.

Items to be staked:

a) Right of Way.
b) Sanitary Sewer & Appurtenances.
c) Storm Sewer & Appurtenances.
d) Waterline.
e) Pavement including aprons, if required.
f) Curb ramps and sidewalk.
g) Drive Aprons, if required.

CONSTRUCTION OBSERVATION SERVICES
ELIZABETH AVE., JOSEPH ST., PUTH, & DETROIT RD. SANITARY SEWER IMPROVEMENTS – PHASE 2
CITY OF AVON

Clarifications and Exceptions

1. This Proposal is based on 40 hours of Construction Observation per week. This Proposal does not include overtime which is defined as any hours worked Monday through Friday in excess of 8 hours in a single day, or on a Saturday or Sunday.

2. For hours worked in excess of 40 hours per week or 8 hours per day, excluding Saturday or Sunday, BRAMHALL shall be compensated at 1.5 times the hourly rate stated in this Proposal.

3. For hours worked on Saturday, Sunday or any Legal Holiday, BRAMHALL shall be compensated at 2.0 times the hourly rate stated in this Proposal.

4. For partial workdays, BRAMHALL shall be compensated as follows:

Work Terminated	Compensated For
After start but prior to 2 hours	2 hours
After 2 hours, prior to 4 hours	4 hours
After 4 hours, less than 8 hours	8 hours

5. BRAMHALL shall be notified at least 48 hours in advance for scheduling of Observations.

6. Materials Testing and Compaction Testing is not included.

7. Any construction staking, control points, property markers, and/or monuments that are removed by contractor negligence or vandalism is not the responsibility of BRAMHALL. Any re-staking or re-establishing of the aforementioned items will be billed at our hourly rates.

8. Asbuilt Plans will consist of Inspector Improvement Plan Markup's submitted in hard copy (2) and pdf format to the Client. Surveyed Asbuilts and updating Improvement Plans is not included.

CONSTRUCTION OBSERVATION SERVICES
ELIZABETH AVE., JOSEPH ST., PUTH, & DETROIT RD. SANITARY SEWER IMPROVEMENTS – PHASE 2
CITY OF AVON

Professional Services Fee

BRAMHALL proposes to provide the Professional Services as noted herein for the following:

Task I - Construction Observation Services and Limited Administration (Hourly). **$ 154,400.00**

Please note that the Construction Observation Services is an Estimate and will be billed hourly. This Estimate is based on the following:

Construction Observation – (Straight Time) – 62 weeks x 40 hours/week x $55/hour....$ 136,400.00
Limited Administration – Principal, Professional Engineer, Engineer etc. hourly time...$ 18,000.00
Total Budget Estimate for Task I:.....$ 154,400.00

Starting on or about June 29th, 2020 and having substantial completion by September 3rd, 2021.

Task II - Construction Staking (Hourly)**.....$ 33,160.00**

Please note that the Construction Staking Services is an Estimate and will be billed hourly. This Estimate is based on the following:

Survey Crew 224 Hours @ $135.00/hour .....$ 30,240.00
Cad Technician 24 Hours @ $85.00/hour .....$ 2,040.00
Professional Surveyor 8 Hours @ $110.00/hour.....$ 880.00
Total Budget Estimate for Task II:.....$ 33,160.00

Total Budget Estimate for Hourly Services (Tasks I & II:.....$ 187,560.00

If additional time is required, we will not proceed unless authorized by the City.
The work will be billed monthly based on our estimate of the portion of the total services actually complete at the time of billing. If the invoice is not paid within thirty (30) days, a 2% interest charge will be applied per month the bill is outstanding.

The above rates are valid for services provided through December 31, 2021. Charges for our services after this date are subject to escalation. We appreciate the opportunity to provide these services to the City of Avon.

ACKNOWLEDGED AND ACCEPTED
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BRAMHALL ENGINEERING & SURVEYING COMPANY

Aaron P. Appell, P.E., CPESC
Principal

5-1-2020
Date

AVON FUND #_____

ACKNOWLEDGED AND ACCEPTED
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CITY OF AVON

Bryan K. Jensen
Mayor

Date

Bramhall Engineering & Surveying Company

Schedule of Rates for the Year 2020-2021

Our services will be billed at an amount equal to the time expended multiplied by the following hourly rates:

	Hourly Rate
Principal	$146.00
Senior Project Manager	$135.00
Professional Civil Engineer	$120.00
Professional Surveyor	$110.00
Engineer II	$85.00
Engineer I	$80.00
Surveyor I	$80.00
CESSWI Inspector	$70.00
Senior Inspector	$55.00
Inspector	$48.00
Two-Person Survey Crew	$135.00
GPS Survey System Unit Or Robotic Total Control System (One Person Survey Crew)	$125.00
GIS Technician	$85.00
Senior Technician II	$85.00
Senior Technician I	$75.00
Technician	$60.00
Drafter	$45.00
Administrative Assistant	$45.00

Reimbursable expenses shall include the cost of reproduction of plans and documents as required, plus 10%, and mileage incurred for meetings and site visits.

The above rates are valid for services provided through December 31, 2021. Charges for our services after this date are subject to escalation.

Payment for our services shall be monthly.