

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A PERSONAL SERVICES AGREEMENT WITH BRAMHALL ENGINEERING & SURVEYING CO., AND DECLARING AN EMERGENCY.

WHEREAS, the City of Avon Lake desires to retain the personal services of Bramhall Engineering & Surveying Co., for Municipal Engineering Consulting Services.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF  
THE CITY OF AVON LAKE, STATE OF OHIO:

Section No. 1: That the Mayor is hereby authorized and directed to enter into a one-year agreement with Bramhall Engineering & Surveying Co., of Avon, Ohio for municipal consulting engineering services. (Exhibit A)

Section No. 2: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees which resulted in such formal actions, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section No. 3: That this Ordinance is hereby declared to be an emergency measure to make immediate provisions for the performance of municipal engineering services, thus for the health, safety, and welfare of the residents of Avon Lake. Therefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

PASSED: 4/10/2023

/s/ Martin E. O'Donnell

President of Council

POSTED: 4/14/2023

APPROVED: 4/11/2023

ATTEST: /s/ Valerie E. Rosmarin

Clerk of Council

/s/ Gregory J. Zilka

Mayor

**AGREEMENT**  
**FOR**  
**CONSULTING MUNICIPAL ENGINEER**  
**OF**  
**AVON LAKE, OHIO**

This is an Agreement made as of May 1, 2023 between The City of Avon Lake, Ohio (CITY) and Bramhall Engineering & Surveying Co. (BESC) and shall expire on December 31, 2023.

SECTION 1-ASSIGNMENT

CITY wishes BESC to perform professional engineering services, to serve as CITY'S professional engineering representative and to provide professional engineering consultation and advice for a professional fee (as set forth below) in connection with but not limited to:

- Administrative and Legislative Meetings as requested by the Mayor
- Consultations, studies and reports
- Review of submitted Improvement Plans
- Storm water management and control
- Public improvement design and administration
- Professional land surveying

ALL AS REQUESTED BY THE CITY

SECTION 2-BASIC SERVICES OF BESC

2.1. BESC shall perform the following professional services, on an as requested basis:

2.1.1. Consult with CITY to clarify and define CITY'S requirements relative to the Assignment and review available data:

2.1.2. Advise CITY as to the necessity of CITY'S providing or obtaining from others special services and data required in connection with the Assignment (which services and data BESC is not to provide

hereunder but on which BESC may rely in performing services hereunder), and act as CITY'S representative in connection with any such services of others:

2.1.3. Provide analysis of CITY'S needs with evaluations and comparative studies of prospective solutions:

2.1.4. Prepare a Report of BESC'S findings and recommendations, furnish a copy to CITY and present it in person and review it with CITY.

2.2. Method of Payment Related Matters is attached to and made a part of this Agreement. (Exhibit A)

2.3. Additional professional services related to the Assignment will be performed by BESC on request of CITY for an additional professional fee as the parties may subsequently agree.

SECTION 3-CITY'S RESPONSIBILITIES

CITY shall:

3.1. Provide all criteria and full information as to CITY'S requirements and designate a person with authority to act on CITY'S behalf on all matters concerning the Assignment:

3.2. Furnish to BESC all existing studies, reports and other available data and services of others pertinent to the Assignment, and obtain additional reports and data as required; and BESC shall be entitled to rely upon all such information and services in performing services hereunder:

3.3. Arrange for access to and make all provisions for BESC to enter upon public and private property as required for BESC to perform services hereunder.

#### SECTION 4-PERIOD OF SERVICE

ENGINEER shall start performing services hereunder immediately after receipt of CITY'S written authorization to proceed, which shall not be given later than 45 days after the date of this Agreement; and will complete such services in a timely fashion.

#### SECTION 5-PAYMENT

5.1. CITY shall pay BESC for services rendered hereunder plus the cost of all Reimbursable Expenses as indicated in Exhibit A Further Description of Basic Services, Duties of City, Method of Payment and Related Matters.

5.2. BESC shall submit monthly statements of services rendered and Reimbursable Expenses.

5.3. BESC'S above charges are on the basis of prompt payment of bills rendered and continuous progress of the work on the Assignment.

5.4. If CITY fails to make any payment due

BESC for services and expenses within thirty days after receipt of BESC'S bill therefore, the amount due BESC shall include a charge at the rate of 1% per month from said thirtieth day, and in addition BESC may, after giving seven days written notice to CITY, suspend services under this Agreement until BESC has been paid in full all amounts due for services and expenses.

#### SECTION 6-COST CONTROL

6.1. Opinion of probable construction cost, financial evaluations, feasibility studies, economic analysis of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by BESC hereunder will be made on the basis of BESC'S experience and qualifications and represent BESC'S best judgment as an experienced and qualified design professional. It is recognized, however, that BESC does not have control over the costs of labor, material, equipment or services furnished by others or over market conditions or contractors methods of determining their prices, and that any utilitarian evaluation of any facility to be constructed or work to be performed on the basis of the Report must of necessity be speculative until completion of its detailed design. Accordingly, BESC does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by BESC to CITY hereunder.

#### SECTION 7-MISCELLANEOUS

7.1. All documents prepared by BESC pursuant to this Agreement are instruments of service in respect of the facility that is to be constructed. They are not intended or represented to be suitable for reuse by CITY or others in extensions of the facility beyond that now contemplated or on any other facility. Any reuse by CITY without written verification or adaption by BESC for the specific purpose intended will be at CITY'S sole risk and without liability or legal exposure to BESC.

## **EXHIBIT A**

### Further Description of Basic Services, Duties of City, Method of Payment and Related Matters

This is an exhibit attached to and made a part of this Agreement dated May 1, 2023 between The City of Avon Lake (CITY) and Bramhall Engineering & Surveying Co. (BESC) for consulting City Engineer Services.

1. The time periods for the performance of BESC'S services as set forth in Section 4 of said Agreement are amended and supplemented as follows: Contract period is from May 1, 2023 to December 31, 2023.
2. The method of payment for services rendered by BESC shall be as set forth below and the term Reimbursable Expenses payable to BESC shall have the meaning indicated below:

CITY will pay BESC for our services an amount equal to the time expended multiplied by the following hourly rates:

Principal	\$155.00 per hour
Senior Project Manager (P.E.)	\$155.00 per hour
Professional Engineer (P.E.)	\$130.00 per hour
Registered Surveyor (P.S.)	\$130.00 per hour
Engineer II	\$ 95.00 per hour
Engineer I	\$ 80.00 per hour
Senior Inspector	\$ 65.00 per hour
Inspector	\$ 55.00 per hour
Two-man Survey Crew	\$145.00 per hour
GPS System Unit with Technician	\$130.00 per hour
Senior Technician IV	\$120.00 per hour
Senior Technician III	\$110.00 per hour
Senior Technician II	\$ 95.00 per hour
GIS Technician	\$ 90.00 per hour
Senior Technician I	\$ 85.00 per hour
Technician	\$ 60.00 per hour
Drafter	\$ 45.00 per hour
Administrative Assistant	\$ 55.00 per hour

Reimbursable expenses shall include the fees of any sub-consultants such as Testing Laboratories, Aerial Photography or Soils Engineers, and the cost of reproduction of documents plus a 10% handling fee.

7.2. The obligation to provide further services under this Agreement may be terminated (a) by the CITY with or without cause upon seven days written notice to BESC and (b) by BESC for cause upon seven days written notice to CITY. In the event of any termination, BESC will be paid for all services rendered to the date of termination, all reimbursable expenses and termination expenses.

7.3. CITY and BESC, and the respective partners, successors, executors, administrators, assigns and legal representatives of each are bound by this Agreement to the other party to this Agreement and to the partners, successors, administrators, assigns and legal representatives of such other party in respect of all covenants, agreements and obligations of this Agreement.

7.4. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CITY and BESC.

7.5. This Agreement and Exhibit A thereto (consisting of 4 pages), constitute the entire Agreement between CITY and BESC and supersede all prior written or oral understandings between them in respect of the subject matter covered hereby. This Agreement and said Exhibit A may only be amended, supplemented, modified or canceled by a duly executed, written instrument.

7.6. This Agreement shall not limit the right of the CITY to hire, employ or contract third parties for any engineering services including those services mentioned herein.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

CITY:

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CITY OF AVON LAKE

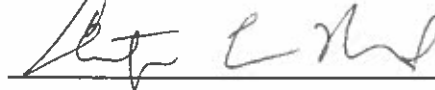
BY:

THE HONORABLE GREG ZILKA  
MAYOR

(DATE)

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ENGINEER:

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BRAMHALL ENGINEERING &  
SURVEYING CO.

BY: CHRISTOPHER L. HOWARD, P.E.  
VICE PRESIDENT

3/31/2023

(DATE)

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