

BY: CHRISTOPHER J. KLYM

AN EMERGENCY ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH SMITHGROUP JJR FOR ENGINEERING AND PERMITTING FOR THE DEMOLITION & REPLACEMENT OF THE NEAR-SHORE PORTION OF FISHING PIER AT BRADSTREET'S LANDING PARK IN AN AMOUNT NOT TO EXCEED \$344,950.00

WHEREAS: Article VII, Section 4 of the Charter of the City of Rocky River provides for the acquisition of personal services such as the unique and engineering services as further described in Exhibit "A"; and

WHEREAS: the City of Rocky River issued a Request for Proposals for the Bradstreet's Landing Park Costal Management Assistance Grant study and four (4) responses were received on December 9, 2016, with SMITHGROUP JJR being awarded the project by City Council with Ordinance No. 2-17; and

WHEREAS: SMITHGROUP JJR'S knowledge of current conditions, expertise regarding submerged land permits & abilities to design and specify structures built in Lake Erie offer the City of Rocky River the unique and specialized services required to begin the permitting and design of the near-shore section of fishing pier at Bradstreet's landing Park.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ROCKY RIVER, COUNTY CUYAHOGA, STATE OF OHIO:

SECTION 1. - That the Mayor is hereby authorized to enter into an agreement with SmithGroup JJR, 44 East Mifflin, Suite 500, Madison, WI 53703 in an amount not to exceed Three Hundred and Forty-Four Thousand Nine Hundred and Fifty Dollars and 00/100 (\$344,950.00) described in Exhibit "A".

SECTION 2. - That funds for said professional engineering services shall be paid from the Parks Improvement - Bradstreet's account of the Capital Improvement Fund.

SECTION 3. - That this Ordinance is hereby declared to be an emergency measure, necessary for the immediate preservation of public peace, health and safety, and for the further reason that the professional services are necessary for the immediate application of State required permits (which include geotechnical data & design information) and engineering services to create construction plans and public bidding documents to ensure construction begins in the Spring of 2019 and provided it receives the affirmative vote of two-thirds (2/3) of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: July 23rd, 2018

James W. Moran
JAMES W. MORAN
PRESIDENT OF COUNCIL

PRESENTED
BY MAYOR: July 23rd, 2018 APPROVED: July 23rd, 2018

WITNESSES:

Susan G. Pease
SUSAN G. PEASE
CLERK OF COUNCIL

Pamela E. Bobst
PAMELA E. BOBST
MAYOR

It is hereby certified that the amount required for the execution of this Ordinance has been lawfully appropriated or authorized or directed for such purpose and is in the treasury or in the process of collection to the credit of the fund described herein free from any obligation or encumbrance now outstanding.

Michael Thomas
MICHAEL THOMAS, CPA
Director of Finance

I, the undersigned clerk of council of the city of Rocky River, State of Ohio, do hereby certify that publication of the foregoing ordinance was duly made by posting a true copy thereof in the lobby of the Rocky River City Hall, in accordance with the charter of Rocky River, commencing on the 23rd day of July, 2018.

Susan G. Pease
Clerk of Council of the City of Rocky River, Ohio

City of Rocky River } ss
County of Cuyahoga }

THE UNDERSIGNED CLERK OF THE COUNCIL OF THE CITY OF
ROCKY RIVER, OHIO DOES HEREBY CERTIFY THAT THE
FOREGOING IS A TRUE AND CORRECT COPY OF ORDINANCE
NO. 40-18 ADOPTED BY THE COUNCIL OF SAID CITY
ON THE 23rd DAY OF July, 2018, THAT THE
PUBLICATION OF SUCH ORDINANCE HAS BEEN MADE AND
CERTIFIED OF RECORD ACCORDING TO LAW; THAT NO
PROCEEDINGS LOOKING TO A REFERENDUM UPON SUCH
ORDINANCE HAVE BEEN TAKEN; THAT SUCH ORDINANCE AND
THE CERTIFICATE OF PUBLICATION THEREOF ARE OF RECORD
IN ORDINANCE RECORD NO. 40-18

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED
MY NAME AND AFFIXED MY OFFICIAL SEAL THIS 23rd DAY OF
July, 2018.

Angela G. DeBoer
CLERK OF COUNCIL OF THE CITY OF ROCKY RIVER, OHIO

the day of _____, 20____
accordance with the charter of Rocky River, commencing on
thereof in the copy of the Rocky River Charter as
foregoing ordinance was duly made by Council of the City
State of Ohio, the hereby certify that publication of the
the undersigned clerk of the City of Rocky River

April 10, 2018 (rev. 6/14/2018)

Ms. Mary Kay Costello
City of Rocky River
21012 Hilliard Blvd.
Rocky River, Ohio 44116

RE: Bradstreet's Landing Pier Renovations
Rocky River, Ohio

Dear Ms. Costello:

On behalf of SmithGroupJJR, Inc., ("SmithGroupJJR") I am pleased to submit this proposal for renovation of Bradstreet's Landing pier. The following is our understanding of the services which are to be provided.

UNDERSTANDING OF THE PROJECT

The pier at Bradstreet's Landing has been closed due to concerns over safety. While the investment to remedy the aging structure was unplanned, the importance of the pier to the community and region was clearly articulated throughout the park master planning process. The City seeks to reopen the pier for public use as quickly as possible. Understanding that the permitting requirements and approval duration can be lengthy, the City intends to advance preliminary design, engineering and permitting tasks needed to jumpstart the process of restoration. This is particularly important as the duration for regulatory review and approvals can extend from four to twelve months. Final plan preparation, bidding and construction phase support services are included within the scope of work as well. It is anticipated that tasks outlined within this proposal may be executed independently.

SCOPE OF SERVICES

Task 1 Project Initiation

As part of this task and in collaboration with City staff, SmithGroupJJR will identify and solicit proposals from qualified local firms to complete the following services and serve as subconsultants to SmithGroupJJR for this project.

1.1 Site Investigations

Fieldwork will be necessary to collect information required for future design, engineering and permitting tasks. The required investigations are summarized below. The limits of the investigations will be confirmed with the City prior to seeking proposals.

- Site Survey – including 1 ft contour mapping as well as documenting the location of key existing surface and subsurface features. As part of this task, the surveyor will also complete the necessary research to define the Natural Shoreline boundaries which will establish the landward extent of the future Submerged Lands Lease boundary(s) and establish the riparian ownership boundaries with adjacent landowners.

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- Geotechnical Exploration – including performing geotechnical borings within the nearshore area anticipated for pier replacement and upland locations where the new structures will connect to existing facilities. The extent and location of borings will be finalized as plans for pier replacement are advanced, however, it is anticipated that the geotechnical program will include five (5) water-based and four (4) land-based borings.
- Bathymetric Survey – including 1 ft contour mapping of the lakebed area around the pier to support plan development and project permitting.

1.2 Submerged Lands Lease

The required legal description(s), exhibits defining the extent of lease boundary, and associated Submerged Lands Lease application will be developed by the selected survey subconsultant. Lease boundaries will include all existing and future pier improvements lakeward of the defined Natural Shoreline. SmithGroupJJR and the City will work with the surveyor throughout the development of lease documents.

Task 1 Deliverables:

- Survey & Geotechnical Consultant Solicitations
- Site Survey (by others)
- Geotechnical Investigation Summary Report (by others)
- Submerged Lands Lease Exhibits & Application (by others)
- Bathymetric Survey (by others)

Task 2 Preliminary Design & Water Resource Permits

2.1 Schematic Design

Based on guidance resulting from the Bradstreet's Landing master planning process, SmithGroupJJR will prepare the schematic design. Plans developed as part of this process will explore up to two alternatives for repair, replacement, and enhancement of the pier. Elements evaluated as part of this process include:

- Replacement of the damaged nearshore segment of the pier (approximately the first 264 ft);
- Renovation of the existing pier that is to remain considering elements including ADA accessibility and potential railing replacement;
- Integration of the landside pier gateway so that it works with existing and future planned improvements; and
- Optional lighting, gate to restrict access to the pier, guard & handrails, and site furnishings (benches, trash/recycling receptacles) that may be integrated at the pier.

As a supplement to the schematic design plans, SmithGroupJJR will prepare a concept-level Opinion of Probable Construction Cost (OPCC) and develop presentation materials to convey the range of ideas being considered for pier restoration.

2.2 Schematic Design Reviews

SmithGroupJJR will work with the City to organize and attend review meetings to discuss the schematic design plans. Anticipated meetings completed as part of this task include:

- Project Steering Committee or Public Meeting – including a review as part of a City-organized session to present and gain feedback on community preferences associated with the schematic design; and

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- Regulatory Agency Pre-Application Consultation – including one review meeting that involves representatives of the Ohio DNR staff, Ohio EPA and the US Army Corps of Engineers to review the preferred schematic design elements and confirm permit requirements, confirm drawing format and submittal requirements, and identify any potential concerns that may influence project development.

2.3 Design Development

Plans for pier renovation will be developed based on the Schematic Design developed in Task 2.1 and feedback from the community meeting and regulatory agency feedback. As part of this task, SmithGroupJJR will:

- Prepare design development plans and outline specifications to approximately 35%-50% level of final construction drawings (level typically required for submittal with project permit applications);
- Work with the City to complete permit applications and required environmental review documents associated with Ohio DNR Shore Structure, 401 Water Quality Certification and Section 404 approvals including providing the required documentation, calculations, and drawings; and
- Provide an updated OPCC.

2.4 Permitting Assistance

Once regulatory agencies indicate that a complete application has been received, SmithGroupJJR will assist the City with responding to agency staff inquiries and making any required modifications to design development materials and application information. Support provided as part of this task includes assistance with the submerged lands lease, Ohio DNR Shore Structure, 401 Water Quality Certification and Section 404 approvals. SmithGroupJJR will provide documentation of the correspondence with the agencies throughout the process to keep the City apprised of specific requests.

(Note: Ohio DNR completes an initial review of permit application materials to determine if the necessary information is included within the submittal. Once Ohio DNR determines all required information necessary to evaluate the permit request has been submitted, they issue a notice indicating that a complete application for the project has been received. Hourly time and materials compensation for permit negotiation assistance, if needed and requested by the City, begin following receipt of this notification.)

Task 2 Deliverables:

- Schematic Design Materials (plans, OPCC, presentation)
- Schematic Design Review Meetings (community and regulatory)
- Design Development Materials (plans, outline specifications, permit & environmental review documents, updated OPCC)
- Permitting Assistance (as required)

Task 3 Final Design & Construction Documents

Following discussion with agencies and confirmation of pending approval of the proposed project, SmithGroupJJR will complete final engineering for the proposed pier improvements and prepare the required Construction Documents. As part of the Construction Document preparation process, SmithGroupJJR will:

- Submit documentation to the City and participate in a review meeting midway through construction documentation development. The submittal will include plans, technical specifications, and an updated Opinion of Probable Construction Costs. (This will be via telephone or WebEx type conference.)

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- Incorporate City review comments and prepare and submit documentation for final City review. The submittal will include plans, a complete project manual (contract, front end, and technical specifications) and a final Opinion of Probable Construction Costs.

Task 3 Deliverables:

- Draft & Final Construction Documents (plans, OPCC, project manual)

Task 4 Bid Phase Assistance

In support of the City and to solicit bids from qualified contractors, SmithGroupJJR will provide the following services:

- Coordinate the development of bid documents with the City;
- Manage the distribution of the bidding documents with a plan house;
- Conduct a pre-bid meeting with interested contractors;
- Receive and respond to contractors' and/or suppliers' pre-bid questions;
- Prepare and distribute addenda as required to clarify the bidding documents; and
- Assist in evaluation of bids and offer input to the City on the award of a construction contract.

Task 4 Deliverables:

- Pre-bid Inquiries and Meeting Notes
- Addenda and Clarifications

Task 5 Construction Phase Assistance

SmithGroupJJR will support the City by performing the following services during the construction phase:

- Lead a pre-construction meeting with the contractor(s) to review project requirements, processes and milestones;
- Review submittals and shop drawings;
- Respond to questions as to quality and acceptability of materials furnished and work performed (requests for Information or RFIs); the rate of progress of work; interpret plans and specifications and troubleshoot problems arising during construction;
- Collect, review and maintain records for materials, quantities and other documents in accordance with contract documents;
- Assist with negotiation, preparation of and securing approval of change orders necessitated by construction;
- Submit necessary documents to applicable regulatory agencies upon completion of construction;
- Transmit the Contractor's supplied markup record drawings to the City;
- Review pay requests and provide recommendations to the City based on contractor progress;
- Provide routine site visits at key points throughout the construction process to confirm contractor compliance with contract documents including 10 visits – average 2 days per visit. Trips are quantified as follows:
 - One (1) pre-construction meeting and site visit.
 - Seven (7) construction related site visits to be determined based upon the Contractor's key milestones and construction schedule.
 - One (1) Punch List site visit.
 - One (1) Final Inspection site visit.
- Conduct a final site visit upon contractor completion of the work, prepare a punch list, and recommend final payment to close-out the construction contract.



Task 5 Deliverables:

- RFI Responses
- Pay Request Reviews
- Field Orders and/or Contract Modifications
- Site Observation Reports
- Documentation pertaining to shop drawing reviews, calculations, change-orders, pay requests, punchlists, record drawings as provided by the contractor, and substantial completion certification.
- Periodic Construction Administration Visits (10 total visits)

ASSUMPTIONS & OWNER RESPONSIBILITIES

In preparation of this proposal, the following assumptions have been made.

1. SmithGroupJJR will subcontract directly with the consultants selected to perform the site investigations identified as part of Task 1. If preferred, the City may hire and manage the consultants directly.
2. The cost to complete the Task 1 investigations is included as a reimbursable expense as noted in the Compensation section.
3. Permit fees are not included in SmithGroupJJR's compensation. The City shall pay all permit and review fees.
4. The City of Rocky River will coordinate and provide meetings rooms for community meetings.
5. A single bid package for pier reconstruction will be issued.
6. The construction duration is anticipated to extend 3-4 months and will be lead by a single prime contractor.
7. Construction/layout related surveys will be carried out by the Contractor.

PREPARATION OF DIGITAL DATA

In the event SmithGroupJJR is requested to prepare digital data for transmission to the Owner's consultants, contractors or other Owner authorized recipients ("Digital Data"), the Owner acknowledges that due to the limitations of the digital data software, not all elements of SmithGroupJJR's services may be represented in the Digital Data, this being in the sole discretion of SmithGroupJJR. Accordingly, although SmithGroupJJR will endeavor to represent all material elements of SmithGroupJJR's services in the Digital Data, any use shall not relieve the Owner's consultants, contractors, or other Owner authorized recipients or their respective obligations. The Owner agrees that it will include this provision in any agreements with its consultants, contractors, or other Owner authorized recipients, in which Digital Data is provided.

SCHEDULE

Completion of the Task 1 Site Investigations is likely to driver the overall project schedule. Once this information has been collected and made available to SmithGroupJJR, it is anticipated that performance of services through Task 2 will require approximately 90 – 120 days. Permitting Assistance, Task 2.4 will extend beyond this window due to permit review and approval durations. An additional 90 – 120 days will be required to prepare final plans. Bidding and construction timelines will be coordinated with the City to align with construction windows and funding availability.

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COMPENSATION

The City of Rocky River shall compensate SmithGroupJJR for the scope of services outlined above for a maximum not-to-exceed fee of \$344,950.00. The following provides a breakdown of the not-to-exceed fee compensation.

- Task 1.1 – Task 2.3 (SmithGroupJJR): \$117,100 Lump Sum
- Task 1.1 – Task 1.2 (Subconsultants): \$65,000 Not-to-Exceed Fee
- Task 2.4 (SmithGroupJJR): \$10,000 Not-to-Exceed Fee
- Tasks 3 (SmithGroupJJR): \$79,750 Lump Sum
- Task 4 – 5: (SmithGroupJJR): \$73,100 Lump Sum

ADDITIONAL SERVICES

Requests for additional services or staff will be documented by SmithGroupJJR (if given verbally), and the work will commence upon City of Rocky River approval of an estimated fee for that effort or, if not agreed otherwise, City of Rocky River shall reimburse SmithGroupJJR on an hourly basis of SmithGroupJJR's project staff actively engaged for all personnel hours worked on the project.

PAYMENTS

Invoices will be prepared monthly on the basis of percentage of completion.

All payments due to SmithGroupJJR shall be made monthly upon presentation of the statement of services rendered. All payments due SmithGroupJJR under this agreement shall bear interest at one-and one-half (1½%) percent per month commencing thirty (30) days after the date of billing.

DELIVERY OF CADD GRAPHIC FILES

Any electronic/data/digital files (Files) from SmithGroupJJR shall be deemed Instruments of Service, and/or Work Product, as the case may be, for the Project identified above. City of Rocky River covenants and agrees that: 1) the Files are Instruments of Service of SmithGroupJJR, the author, and/or Work Product of SmithGroupJJR, as the case may be; 2) in providing the Files, SmithGroupJJR does not transfer common law, statutory law, or other rights, including copyrights; 3) the Files are not Contract Documents, in whole or in part; and 4) the Files are not As-Built files. City of Rocky River agrees to report any defects in the Files to SmithGroupJJR, within 45 days of the initial Files transmittal date (Acceptance Period). It is understood that SmithGroupJJR will correct such defects, in a timely manner, and retransmit the Files. City of Rocky River further agrees to compensate SmithGroupJJR, as Additional Services, for the cost of correcting defects reported to SmithGroupJJR after the Acceptance Period. City of Rocky River understands that the Files have been prepared to SmithGroupJJR's criteria and may not conform to (Client's Name) drafting or other documentation standards. City of Rocky River understands that, due to the translation process of certain CADD formats, and the transmission of such Files to City of Rocky River that SmithGroupJJR does not guarantee the accuracy, completeness or integrity of the data, and that the City of Rocky River will hold SmithGroupJJR harmless for any data or file clean-up required to make these Files usable. City of Rocky River understands that even though SmithGroupJJR may have computer virus scanning software to detect the presence of computer viruses, there is no guarantee that computer viruses are not present in the Files, and that City of Rocky River will hold SmithGroupJJR harmless for such viruses and their consequences, as well as any and all liability or damage caused by the presence of a computer virus in the Files. City of Rocky River agrees, to the fullest extent permitted by law, to indemnify and hold SmithGroupJJR harmless from any and all damage, liability, or cost

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(including protection from loss due to attorney's fees and costs of defense), arising from or in any way connected with and changes made to the Files by City of Rocky River.

Under no circumstances shall transfer of Files to City of Rocky River be deemed a sale by SmithGroupJJR. SmithGroupJJR makes no warranties, express or implied, of merchantability or fitness for any particular purpose.

MISCELLANEOUS PROVISIONS

SmithGroupJJR will use reasonable professional efforts and judgment in responding in the design to applicable federal, state and local laws, rules, codes, ordinances and regulations. City of Rocky River acknowledges that certain state and local laws, rules, codes, ordinances and regulations may reference standards that are outdated and/or contrary with today's industry requirements. SmithGroupJJR cannot and does not warrant or guarantee that the Project will comply with all such outdated and/or contrary federal, state and local laws, rules, codes, ordinances and regulations

Notwithstanding anything to the contrary, nothing contained herein shall be construed: i) to constitute a guarantee, warranty or assurance, either express or implied, that the SmithGroupJJR's Services will yield or accomplish a perfect outcome for this Project; or ii) to obligate the SmithGroupJJR to exercise professional skill or judgment greater than the standard of care exercised by other similarly situated design professionals currently practicing in the same locale as this Project, under the same requirements of this Agreement; or iii) as an assumption by the SmithGroupJJR of liability of any other party.

SmithGroupJJR will use reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as applicable to this Project. City of Rocky River acknowledges that requirements of ADA, as well as other federal, state and local laws, rules, codes, ordinances and regulations, will be subject to various and possibly contradictory interpretations. SmithGroupJJR cannot and does not warrant or guarantee that the Project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations

This document will serve as an agreement between us, and you may indicate your acceptance by signing in the space provided below and returning one (1) signed copy for our files.



SmithGroupJJR (Signature)

Owner (Signature)

John Kretschman, Director of Operations

(Printed name and title)

(Printed name and title)

June 14, 2018

Date

Date

City of Rocky River

Bradstreet's Landing
Rocky River, Ohio

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