

FIRST READING: 7.15.19

ORDINANCE NO. 59-19

SECOND READING: 7.22.19

THIRD READING: _____

BY: BRIAN J. SINDELAR

AN EMERGENCY ORDINANCE AUTHORIZING THE MAYOR AND SAFETY SERVICE DIRECTOR TO ENTER INTO A CONTRACT WITH A.W. FARRELL & SON, INC. FOR THE 2019 ROOF REPLACEMENT OF CITY HALL IN AN AMOUNT NOT TO EXCEED \$356,500.00

WHEREAS, the City of Rocky River advertised for bids for the 2019 Roof Replacement of City Hall which will provide a new roof under the direction of Tremco, Inc. for a new roof; and

WHEREAS, two (2) bids were received which are on file in the office of the Safety Service Director; and

WHEREAS, the City has evaluated the bids and recommends that the lowest and best bid of A.W. Farrell & Son, Inc., 13200 Broadway Ave., Garfield Heights, OH 44125 be accepted which is not to exceed Three Hundred and Fifty-Six Thousand Five Hundred Dollars (\$356,500.00) as further explained in Exhibit "A", and

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

SECTION 1. That the Mayor and Safety Service Director are hereby authorized to enter into a contract with A.W. Farrell & Son, Inc., 13200 Broadway Ave., Garfield Heights, OH 44125 for the 2019 Roof Replacement of City Hall in an amount not to exceed \$356,500.00.

SECTION 2. That \$356,500.00 shall be paid from the Capital Improvement Fund – Fire Roof account.

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 it is necessary to proceed immediately so that these improvements begin within the construction season 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 22nd, 2019 *James W. Moran*

JAMES W. MORAN
President of Council

PRESENTED

TO MAYOR: July 22nd, 2019 APPROVED: July 22nd, 2019

ATTEST:

Aaron G. Pease
SUSAN G. PEASE
Clerk of Council

Pamela E. Bobst
PAMELA E. BOBST
Mayor

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 22nd day of July, 20 19.

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

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 certification now outstanding.

City of Rocky River
County of Cuyahoga } ss

Michael Thomas
MICHAEL THOMAS, CPA
Director of Finance

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. 59-19 ADOPTED BY THE COUNCIL OF SAID CITY ON THE 22nd DAY OF July, 20 19 THAT THE PUBLICATION OF SUCH ORDINANCE HAS BEEN MADE AND CERTIFIED OF RECORD ACCORDING TO LAW, THAT NO PROCEEDINGS LOOKING TO A REFUNDUM UPON SUCH ORDINANCE HAVE BEEN TAKEN; THAT SUCH ORDINANCE AND THE CERTIFICATE OF PUBLICATION THEREOF ARE OF RECORD IN ORDINANCE RECORD NO. 59-19

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL THIS 22nd DAY OF July, 20 19.

Aaron G. Pease
CLERK OF COUNCIL OF THE CITY OF ROCKY RIVER, OHIO

BID SHEET 1
CITY HALL ROOF REPLACEMENT
CITY OF ROCKY RIVER
ROCKY RIVER CITY HALL
ROCKY RIVER, OHIO

SYSTEM BEING

BID: REMCO

- 1) Roof removal, replacement as specified: \$ 343,000.00
(With all necessary repairs)
- 2) Inspections by Qualified Roofing Inspector: \$ 8,500.00
(lump sum - see bid specifications for requirements)
(10 full time days)
- 3) Contingency \$ 5,000
- TOTAL WITH CONTINGENCY \$ 356,500.00
- 4) I can have the project finished within 5.1x Weeks

I have read and will comply with the requirements of the specifications as written.

BIDDER:

Richard D. Mosier

Richard D. Mosier, Secretary
A.W. Farrell & Son, Inc.

2019/06/2019
MAT

Rocky River City Hall Roof Replacement
Addendum 1

1. **All bidders are required to submit a signed copy of this addendum with their bid.**
2. The awarded bidder's contract will allow for 30 workdays maximum to complete the project from the start date.
3. The large HVAC unit and all associated duct work on the gravel-surfaced, northwest roof are to be raised a minimum of eight (8) additional inches.
4. A new replacement hatch and hatch guard are to be installed on the south roof.
5. New skylight guards are to be installed on two (2) skylights.
6. All roofs are to be installed with tapered insulation.
7. The northwest roof has asbestos in the membrane. Contractor is responsible for all associated legally required regulation regarding all removal, handling, monitoring and disposal.
8. Any questions or requests for clarifications should be submitted to Mary Kay Costello at safetyservice@rrcity.com no later than July 2, 2019.

Sign below and submit this addendum with bid documents.

Received and reviewed by: 

Company: A.W. Farrell & Son, Inc. Richard D. Mosier, Secretary

Date: 07-05-19

BID SHEET 2

Exceptions (make note here if additional page(s) required for exceptions):

NONE

BIDDER:

A.W. Farrell & Son, Inc.

BY:

Richard D. Mosier

TITLE:

Richard D. Mosier

Secretary

ADDRESS

3649 Lake Shore Drive East, Dunkirk, NY 14048

PHONE NO.:

716-366-4950

BID BOND

Conforms with The American Institute of Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, A.W. Farrell & Son, Inc.

13200 Broadway Ave Garfield Heights, OH 44125

_____ as Principal, hereinafter called the Principal,

and the Fidelity and Deposit Company of Maryland,

of 1299 Zurich Way, 5th Floor Schaumburg, IL 60196-1056, a corporation duly organized under

the laws of the State of IL, as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Rocky River as Obligee, hereinafter called the Obligee,

in the sum of One Hundred Percent of Amount Bid

Dollars (100%) _____), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Roof Replacement Rocky River City Hall

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 1st day of July, 2019.

Michael J. Batson
Michael J. Batson
Witness

A.W. Farrell & Son, Inc. (Seal)
Principal

{ Richard D. Mosier
Richard D. Mosier, Secretary Title

Kristin D. Thurber
Kristin D. Thurber
Witness

Fidelity and Deposit Company of Maryland

{ By Hillary D. Shepard
Hillary D. Shepard Attorney-in-Fact
Surety Phone No. 847-605-6000

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **ROBERT D. MURRAY, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Terry CRULL, David G. JENSEN, Hillary D. SHEPARD, James BRACY and Kristin D. THURBER, all of Scottsdale, Arizona, EACH** its true and lawful agent and Attorney-in-fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 4th day of April, A.D. 2019.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



Dawn E. Brown

By:

*Assistant Secretary
Dawn E. Brown*

Robert D. Murray

*Vice President
Robert D. Murray*

**State of Maryland
County of Baltimore**

On this 4th day of April, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **ROBERT D. MURRAY, Vice President, and DAWN E. BROWN, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

POA-F «CODE»

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney....Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,

this 18 day of July, 2019.



Brian M. Hodges

Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056

AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13
OF THE OHIO REVISED CODE

STATE OF New York)
COUNTY OF Chautauqua)SS:

Richard D. Mosier (name) personally appeared before me the undersigned, as an individual or as a representative of A.W. Farrell & Son, Inc. (name of entity) for a potential contract for roofing (type of product or service) to be let by the City of Rocky River, Ohio, who, being duly cautioned and sworn, makes the following statement with respect to prohibited activities constituting a conflict of interest or other violations under Ohio Revised Code Section 3517.13 (campaign contributions and reporting) and further states that the undersigned has the authority to make the following representation on behalf of himself or herself or of the business entity:

1. That none of the following has individually made within the two previous calendar years campaign contributions that total in excess of \$2000 and that, if awarded a contract for the purchase of goods or services in excess of \$10,000, none of the following individually will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, as an individual, one or more campaign contributions totaling in excess of \$1,000, to the Mayor of the City of Rocky River or the individual campaign committees, or if the contracting authority is another elected official of City of Rocky River that authorizes contracts to that official or their individual campaign committee:
 - a. myself;
 - b. any partner or owner or shareholder of the partnership (if applicable);
 - c. any owner of more than 20% of the corporation or business trust (if applicable);
 - d. each spouse of any person identified in (a) through (c) of this section;
 - e. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section (only applicable to contributions made on or after January 1, 2007).
2. That none of the following have collectively made within the two previous calendar years campaign contributions that total in excess of \$2,000, and that, if awarded a contract for the purchase of goods and services in excess of \$10,000, none of the following collectively will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, one or more campaign contributions totaling in excess of \$2,000, to the Mayor of the City of Rocky River or the individual campaign committees, or if the contracting authority is another elected official of City of Rocky River that authorizes contracts to that official or their individual campaign committee:
 - a. myself;
 - b. any partner or owner or shareholder of the partnership (if applicable);
 - c. any owner of more than 20% of the corporation or business trust (if applicable);

- d. each spouse of any person identified in (a) through (c) of this section;
e. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section.
3. That this representation is made to cooperate with the City before entering into a contractual relationship with the Contractor, and with the knowledge that City officials will rely on the authenticity of statements made herein awarding and administering such contracts.

Signature Richard D. Mosier
Richard D. Mosier
Title: Secretary

Sworn to before me and subscribed in my presence this 5th day of July, 20 19.

Notary Public Wanda S. Douglas

My Commission Expires: 02-02-2020

DELINQUENT PERSONAL PROPERTY STATEMENT

A.W. Farrell & Son, Inc. _____, having been awarded an Agreement
(Name of Bidder)

by the City of Rocky River, hereby affirms under oath, pursuant to Ohio Revised Code Section 5719.042, that at the time the bid was submitted, my company ~~was~~ (was not) charged with delinquent personal property taxes on the General Tax List of Personal Property for Cuyahoga County, Ohio.

If such charge for delinquent personal property tax exists on the General Tax List of Personal Property for Cuyahoga County, Ohio, the amount of such due and unpaid delinquent taxes, including due and unpaid penalties and interest shall be set forth below.

A copy of this statement shall be transmitted by the Cuyahoga County Auditor to the County Treasurer within thirty (30) days of the date it is submitted. A copy of this statement shall also be incorporated into the Agreement made between the City of Rocky River and

A.W. Farrell & Son, Inc. _____
(Name of Bidder)
and no payment shall be made with respect to any Agreement unless such statement has been so incorporated as a part thereof.

Delinquent Personal Property Tax

\$ none

Penalties

\$ none

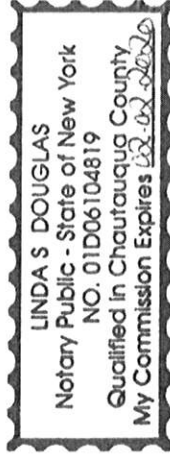
Interest

\$ none

By: Richard D. Mosier

Title: Secretary Richard D. Mosier

Subscribed in my presence, and sworn to before me, this _____ 5th _____ day of
July _____, 2019.



Linda S. Douglas
Notary Public