

BY: THOMAS J. HUNT

AN EMERGENCY ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A SUPPLEMENTAL AGREEMENT WITH SITETECH, INC. FOR SITE WORK FOR THE CITY OF ROCKY RIVER POLICE STATION PROJECT IN AN AMOUNT NOT TO EXCEED \$163,019.35, AS FURTHER DESCRIBED IN EXHIBITS "A" AND "B"

WHEREAS: as detailed in Ordinance 51-19, the City of Rocky River entered into an agreement with SiteTech for the demolition and site work for the Police Station in an amount not to exceed One Million One Hundred Seven Thousand Dollars and 00/100 (\$1,107,000.00) ; and

WHEREAS: the City of Rocky River recognizes the need to modify the original contract to accommodate a modification of One Hundred Forty Thousand Dollars and 00/100 (\$140,000.00) pertaining to the agreement and release between the City of Rocky River, Richard L. Bowen and Associates and Sitetech, Inc. for the removal and replacement of unsuitable soils, as further described in Exhibit "A"; and

WHEREAS: the City of Rocky River recognizes the need to modify the original contract to accommodate a modification of Twenty Three Thousand Nineteen Dollars and 35/100 (\$23,019.35) pertaining to the contract extension and associated costs for the balance of site work, as further described in Exhibit "B"; and

WHEREAS: the total contract modification between Sitetech, Inc. and the City of Rocky River shall not exceed One Hundred Sixty Three Thousand Nineteen Dollars and 35/100 (\$163,019.35), as described in Exhibits "A" and "B".

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 of the City of Rocky River is hereby authorized to enter into contract modification with SiteTech, Inc., 35700 E. Royalton Road, Grafton, OH 44044 in an amount not to exceed One Hundred Sixty Three Thousand Nineteen Dollars and 35/100 (\$163,019.35) as further described in Exhibit "A" and Exhibit "B".

SECTION 2. That funds for said professional services shall be paid from the Capital Improvement Fund – Capital Improvement Building 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 demolish the current police station and rebuild a new station 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.

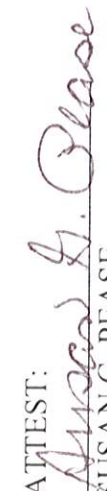
PASSED: November 23rd 2020


JAMES W. MORAN
President of Council

PRESENTED

TO MAYOR: November 23rd 2020 APPROVED, November 23rd 2020

ATTEST:


SUSAN G. PEASE
Clerk of Council


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 certification now outstanding.


MICHAEL THOMAS, CPA, Director of Finance

Nakonek/S/Ordinances & Resolutions/2020 Ordinances/Sitetech Contract Modification

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 November, 2020.


Clerk of Council of the City of Rocky River, Ohio

City of Rocky River }
County of Cuyahoga } ss

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. 82-20 ADOPTED BY THE COUNCIL OF SAID CITY ON THE 23RD DAY OF November 2020, 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. 82-20

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL THIS 23RD DAY OF November, 2020.

Angela A. Plouffe
CLERK OF COUNCIL OF THE CITY OF ROCKY RIVER, OHIO

Agreement & Release

This Agreement & Release is entered into October 16, 2020 by and between the City of Rocky River (Rocky River), Richard L. Bowen & Associates, Inc. (Bowen) and Sitetech Inc. (Sitetech), and jointly referred to as the Parties.

Whereas, Rocky River has contracted for the construction of a new police station (Project) at its City Hall Campus, located at 21012 Hilliard Blvd., Rocky River, Ohio; and

Whereas, Rocky River and Bowen have entered into a contract wherein Bowen is to perform services to Rocky River as the owner's representative of the Project; and

Whereas, Rocky River has entered into a contract with Sitetech wherein Sitetech is to perform services regarding the soils and infrastructure for the Project; and

Whereas, in October 2019, a dispute had arisen among all the Parties regarding the authority and cost of removing approximately 39 inches of soil and replacement infill under the foundation of the former police station (Dispute), and the Parties desire to resolve the Dispute;

Therefore, in consideration of the mutual terms and conditions stated here and below, the Parties agree as follows:

1. Sitetech is entitled to a payment for its soils work forming the Dispute in the sum of \$205,000.00.
2. Bowen shall contribute the sum of \$65,000.00 of the amount due to Sitetech
3. Rocky River shall contribute the sum of \$140,000.00 of the amount due to Sitetech.
4. A change order shall be issued containing the pertinent terms of this Agreement & Release (the Change Order).
5. The Parties mutually release any and all claims each may have against any other party arising from or in any way related to the Dispute (the Release).
6. This Agreement & Release shall be attached as an exhibit to the Change Order.
7. The Release in Paragraph 5, above, is contingent upon the issuance and execution of the Change Order.
8. Subject to the terms of this Agreement & Release, all Parties reserve their respective rights in contract, law, and equity.
9. This Agreement may be executed in counterparts, which collectively shall constitute an original, single instrument.

City of Rocky River

Sitetech, Inc.

Mayor Pamela E. Bobst

Date


Jason Friscione 10/16/2020
Date

Richard L. Bowen & Associates, Inc.

Allan L. Renzi

Date

Agreement & Release

This Agreement & Release is entered into October 16, 2020 by and between the City of Rocky River (Rocky River), Richard L. Bowen & Associates, Inc. (Bowen) and Sitetech Inc. (Sitetech), and jointly referred to as the Parties.

Whereas, Rocky River has contracted for the construction of a new police station (Project) at its City Hall Campus, located at 21012 Hilliard Blvd., Rocky River, Ohio; and

Whereas, Rocky River and Bowen have entered into a contract wherein Bowen is to perform services to Rocky River as the owner's representative of the Project; and

Whereas, Rocky River has entered into a contract with Sitetech wherein Sitetech is to perform services regarding the soils and infrastructure for the Project; and

Whereas, in October 2019, a dispute had arisen among all the Parties regarding the authority and cost of removing approximately 39 inches of soil and replacement infill under the foundation of the former police station (Dispute), and the Parties desire to resolve the Dispute;

Therefore, in consideration of the mutual terms and conditions stated here and below, the Parties agree as follows:

1. Sitetech is entitled to a payment for its soils work forming the Dispute in the sum of \$205,000.00.
2. Bowen shall contribute the sum of \$65,000.00 of the amount due to Sitetech
3. Rocky River shall contribute the sum of \$140,000.00 of the amount due to Sitetech.
4. A change order shall be issued containing the pertinent terms of this Agreement & Release (the Change Order).
5. The Parties mutually release any and all claims each may have against any other party arising from or in any way related to the Dispute (the Release).
6. This Agreement & Release shall be attached as an exhibit to the Change Order.
7. The Release in Paragraph 5, above, is contingent upon the issuance and execution of the Change Order.
8. Subject to the terms of this Agreement & Release, all Parties reserve their respective rights in contract, law, and equity.
9. This Agreement may be executed in counterparts, which collectively shall constitute an original, single instrument.

City of Rocky River

Sitetech, Inc.

Mayor Pamela E. Bobst

Jason Friscone

Date

Richard L. Bowen & Associates, Inc.



10/16/20

Allan L. Renzi

Date



Sitetech, Inc.
Grafton, Ohio 44044
35700 East Royalton Rd.
Phone: 440-748-SITE(7483)
Fax 440-748-7683
www.sitetecheexcavating.com

Date: 7/20/2020 (Revised 9-15-2020)
Developer/Contractor: Bowen & Associates
Project Name: Rocky River Police Station - Rebid
Location: Rocky River, OH

Please see below the breakdown of labor, equipment, and materials for the completion date being extended from 9-4-2020 to 7-16-2021. This is based on the letter dated June 29, 2020 to the City of Rocky River.

Item #	Description	Quantity	Units	Price/Unit	Totals
* Balance of Demolition Work *					
* Labor Rate Increases (after 4-30-21) *					
1	Laborer Foreman	16	HRS	\$ 2.50	\$ 40.00
2	Union Operator (2 each)	32	HRS	\$ 1.25	\$ 40.00
3	Union Laborer (1 each)	16	HRS	\$ 2.00	\$ 32.00
			Subtotal:	\$	112.00
* Excavation & Export Balance of On-Site Dirt (based on approx. quantity of 1,500 cy.) *					
* Labor Rate Increases (after 4-30-21) *					
1	Laborer Foreman	24	HRS	\$ 2.50	\$ 60.00
2	Union Operator (2 each)	48	HRS	\$ 1.25	\$ 60.00
3	Union Laborer (1 each)	24	HRS	\$ 2.00	\$ 48.00
			Subtotal:	\$	168.00
* Fine Grading Balance of the Site (balance of approx. quantity of 44,600 sf.) *					
* Labor Rate Increases (after 4-30-21) *					
1	Laborer Foreman	40	HRS	\$ 2.50	\$ 100.00
2	Union Operator (2 each)	80	HRS	\$ 1.25	\$ 100.00
3	Union Laborer (1 each)	40	HRS	\$ 2.00	\$ 80.00
			Subtotal:	\$	280.00
* Finish #304 Stone Base for Pervious Concrete Pavement *					
* Labor Rate (after 4-30-21) & Stone Increases *					
1	Laborer Foreman	24	HRS	\$ 2.50	\$ 60.00
2	Union Operator (2 each)	48	HRS	\$ 1.25	\$ 60.00
3	Union Laborer (1 each)	24	HRS	\$ 2.00	\$ 48.00
4	ODOT #57's Limestone Increases	250	TNS	\$ 1.10	\$ 275.00
			Subtotal:	\$	443.00
* Finish #304 Stone Base for Concrete Walks *					
* Labor Rate (after 4-30-21) & Stone Increases *					
1	Laborer Foreman	40	HRS	\$ 2.50	\$ 100.00
2	Union Operator (2 each)	80	HRS	\$ 1.25	\$ 100.00
3	Union Laborer (1 each)	40	HRS	\$ 2.00	\$ 80.00
4	ODOT #304 Limestone Increases	120	TNS	\$ 0.35	\$ 42.00
			Subtotal:	\$	322.00

* Balance of Storm Sewer *						
1	ODOT #57's Limestone Increases	104	TNS	\$	1.10	\$ 114.40
2	ODOT #304 Limestone Increases	172	TNS	\$	0.35	\$ 60.20
3	HDPE & PVC Pipe Increases	1	LS	-		No Charge
				Subtotal:		\$ 174.60
* Balance of Concrete Work *						
1	Newcomer Concrete (see attached breakdown of cost increases)	1	LS	\$	6,319.76	\$ 6,319.76
				Subtotal:		\$ 6,319.76
* Balance of Asphalt Work *						
1	Cunningham Paving (see attached breakdown of cost increases)	1	LS	\$	4,249.28	\$ 4,249.28
				Subtotal:		\$ 4,249.28
* Miscellaneous *						
1	SWPP Inspections (includes weekly & (2) rain-events per month)	62	EA	\$	125.00	\$ 7,750.00
				Subtotal:		\$ 7,750.00
				Subtotal:		\$ 19,818.64
				15% O&P		\$ 2,972.80
				Subtotal (w/o Bond):		\$ 22,791.44
	1% Bond Increase on Subtotal:					\$ 227.91
	Grand Total (w/ Bond):					\$ 23,019.35

Thanks,
Brian Draves
Sitetech Inc.