

AN ORDINANCE AUTHORIZING THE EXPENDITURE AND DIRECTING THE MAYOR AND THE SAFETY SERVICE DIRECTOR TO ENTER INTO A GUARANTEED MAXIMUM PRICE (GMP) AMENDMENT TO THE CONTRACT WITH THE CONSTRUCTION FIRM MWH CONSTRUCTORS, INC. FOR AN AMOUNT NOT TO EXCEED \$1,618,847.94 FOR THE FREMONT BALLVILLE DAM PROJECT, STATE OF OHIO AND DECLARING AN EMERGENCY.

WHEREAS, \$10,700,000 was authorized per Ordinance 2014-3695 for the original contract with MWH Constructors, Inc. for the Ballville Dam Project, and

WHEREAS, There is a need to allocate a portion of the \$10,700,000 Ballville Dam 2013 Project authorized in Ordinance 2014-3695 for the Work described in Exhibit G of the GMP Amendment (the Work) in an amount not to exceed \$1,618,847.94 (See attached Exhibit A);

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

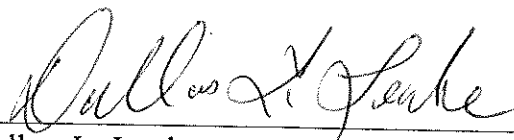
SECTION 1. The Fremont City Council hereby authorizes the expenditure and directs the Mayor and the Safety Service Director to enter into a Guaranteed Maximum Price (GMP) Amendment to the contract with construction firm MWH Constructors, Inc. in an amount not to exceed \$1,618,847.94 for the Ballville Dam Project.

SECTION 2. Fremont City Council hereby appropriates \$1,618,847.94 from Fund No. 541, the Water Replacement/Improvement Fund.

SECTION 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Revised Code of Ohio.

SECTION 4. The immediate operation of the provisions of this ordinance is necessary for the immediate preservation of the public peace, health, safety and welfare of the citizens of the City of Fremont. Said emergency being the need to comply with time deadlines set by ODNR and U.S. Fish and Wildlife.

This ordinance, provided it receives a two-thirds yea or nay vote of all the members elected to the Fremont City Council, is hereby declared to be an emergency measure and this ordinance shall be in full force and effect from and after its passage by the Council of the City of Fremont, approval by the Mayor, and publication and posting as required by law.

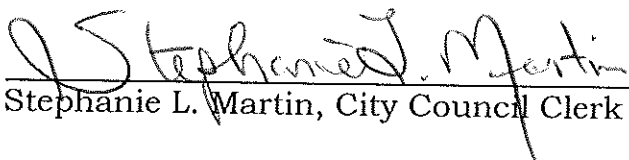


Dallas L. Leake
President of Council

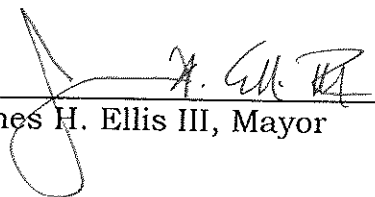
PASSED: 7-20-15

Effective date: 7-20-15

YEAS: 4 NAYS: 2

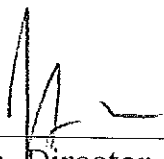


Stephanie L. Martin, City Council Clerk



James H. Ellis III, Mayor

Approved as to form:



James F. Melle, Director of Law
City of Fremont, Ohio

ORDI932

Document 00 53 23 - GMP Amendment (CM at Risk Project)
State of Ohio Standard Requirements for Public Facility Construction

Exhibit D

The City of Fremont Ohio, acting by and through the Contracting Authority, and the CM enter into this Amendment as of the date set forth below to amend the Contract they entered into as of April 18, 2014 in connection with the Project known as:

Project Name: Fremont Ballville Dam 2013

Owner: City of Fremont
Owner's Representative: Jim Ellis, Mayor
Address: 323 So. Front Street
 Fremont, Ohio 43420

Contracting Authority: City of Fremont
Project Manager: Tucker Fredericksen, City Engineer
Address: 323 So. Front Street
 Fremont, Ohio 43420

Construction Manager ("CM"): MWH Constructors, Inc.
CM's Principal Contact: Richard Lewis
Address: 370 Interlocken Blvd., Ste 300
 Broomfield, Colorado 80021

ARTICLE 1 - CONTRACT SUM AND RELATED ITEMS

1.1 The Contract Sum is \$1,618,847.94, which is the sum of the estimated Cost of the Work, plus the CM's Contingency, plus the CM's Fee as follows:

1.1.1 The estimated Cost of the Work is \$1,468,342.80, which includes all Allowances (if any) and Unit Prices (if any) defined through this Amendment, and is the sum of:

1.1.1.1 CM's Construction Stage Personnel Costs in the amount of \$151,761.80, which amount shall not exceed \$673,346.00;

1.1.1.2 General Conditions Costs in the amount of \$58,457.00, which shall not exceed \$206,050.00;

1.1.1.3 All Work the CM proposes to provide through Subcontractors in the amount of \$1,056,124.00;

1.1.1.4 Allowances in the amount of \$202,000.00;

1.1.2 The CM's Contingency in the amount of \$73,417.14, which shall not exceed 5 percent of the above-identified Cost of the Work.

1.1.3 The CM's Fee in the amount of \$77,088.00, which shall not exceed 5 percent of the sum of the above-identified Cost of the Work plus the above-identified CM's Contingency.

ARTICLE 2 - CONTRACT TIMES

2.1 The Contract Times are the periods established in the following table for the achievement of the associated Milestones:

Construction Stage Milestone(s) to which Liquidated Damages apply	Contract Time	Projected Date (as of the date of this GMP Amendment)
Substantial Completion of all Work	122 Calendar days after Notice to Proceed	December 1, 2015

ARTICLE 3 - LIST OF EXHIBITS

3.1 This Amendment is based upon the following documents:

3.1.1 Basis Documents attached at GMP Exhibit A;

(This exhibit includes a list, which identifies by number, title, and date, all of the Drawings, Specifications, and other documents, upon which the CM relied to prepare this Amendment.)

3.1.2 Assumptions and Clarifications attached at GMP Exhibit B;

(This exhibit includes a complete list of the assumptions and clarifications made by the CM in the preparation of this Amendment, which list is intended to clarify the information contained in the Basis Documents, but is not intended to otherwise modify the Contract.)

3.1.3 Cost of Work Basis attached at GMP Exhibit C;

3.1.4 Project Schedule attached at GMP Exhibit D;

3.1.5 n/a

3.1.6 Staffing Plan attached at GMP Exhibit F;

(This exhibit includes the CM's detailed plan for staffing the Project during the Construction Stage and an outline of the qualifications and experience of the CM's proposed project manager and proposed superintendent, including references, unless the CM previously submitted that information and the CM's project manager and superintendent were approved.)

3.1.7 Subcontractor Work Scopes attached at GMP Exhibit G;

(This exhibit includes a detailed scope-of-Work description for each anticipated Subcontract.)
n/a

3.1.8 Schedule of Allowances attached at GMP Exhibit I (if applicable);

(This exhibit includes a complete list and detailed description of all Allowance Items with related measurement and payment terms.)

3.1.9 Schedule of Unit Prices attached at GMP Exhibit J (if applicable);

(This exhibit includes a complete list and detailed description of all Unit Price items with related measurement and payment terms.)

3.1.10 n/a

3.1.11 n/a

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date set forth below:

MWH Constructors, Inc.

Contracting Authority

Signature

Signature

Printed Name

Printed Name

Title

Title

City of Fremont, Ohio
Owner's Concurrence

Date

Signature

Printed Name

Title

END OF DOCUMENT

GMP Exhibit A – Basis Documents

This exhibit includes a list of all the Drawings, Specifications, and other documents, upon which this Amendment was prepared.

Specifications:

ATTACHMENT 1 SPECIFICATION LIST			
SPECIFICATION NO.	TITLE	DATE	REVISION NO.
1	MOBILIZATION	-	0
2	CLEARING AND GRUBBING	-	0
3	ACCESS ROAD	-	0
4	MAINTENANCE OF TRAFFIC	-	0
6	TEMPORARY EROSION & SEDIMENT CONTROL	-	0
7	CONSTRUCTION LAYOUT STAKING	-	0
8	CONCRETE DAM REMOVAL	-	0
10	TEMPORARY SEEDING & Mulching	-	0
11	ICE CONTROL STRUCTURE	-	0

Drawings:

ATTACHMENT 2 DRAWING LIST			
SHEET NO.	SHEET TITLE/ DESCRIPTION	DATE	REVISION NO.
1	COVER	-	0
2	GENERAL NOTES	-	0
3	PROJECT OVERVIEW AND SEQUENCE OF CONSTRUCTION	-	0
4	PHASE 1A – SOUTH ABUTMENT ACCESS OF CONSTRUCTION	-	0
5	PHASE 1B – NOTCH SPILLWAY AND	-	0

	IMPOUNDMENT DRAWDOWN		
6	PHASE 2A – SEDIMENT STABILIZATION	-	0
7	PHASE 2B – CONSTRUCTION ACCESS ROADS	-	0
8	PHASE 2C – ICE CONTROL STRUCTURE	-	0
9	PHASE 2D – DAM REMOVAL	-	0
10	PHASE 2E – CHANNEL GRADING	-	0
11	PHASE 3A – BANK STABILIZATION, REVEGETATION AND INSTREAM RESTORATION	-	0
12	PLANTING SCHEDULES	-	0
13	PHASE 3B – MODIFY SEAWALL	-	0
14	PROFILE ALONG THALWEG	-	0
15	THALWEG CROSS SECTIONS	-	0
16	ACCESS ROAD AND TEMPORARY RAMPS CROSS SECTION	-	0
17	DETAILS	-	0

Other Documents:

OTHER DOCUMENTS				
SHEET NO.	DWG NO.	SHEET TITLE/ DESCRIPTION	DATE	REVISION NO.
-	-	REPORT OF GEOTECHNICAL EXPLORATION	3/28/13	-
-	-	STORM WATER POLLUTION PREVENTION PLAN	FEB 2015	-

GMP Exhibit B – Assumptions and Clarifications

This exhibit includes a list of the assumptions and clarifications made by the CM in the preparation of this Amendment.

1. MWHC has assumed a Notice to Proceed will be issued on or before August 17, 2015.
2. The necessary easements needed for access on the south side of the river will be procured by the Owner and in place prior to Notice to Proceed.
3. The AEP property will be used as the construction laydown yard and will be available for use by MWHC at NTP. Easements and/or rental agreements for the use of the property will be procured and paid for by the Owner.
4. MWHC has assumed no voids in the rock will be encountered during construction of the Ice Control Structure. However, an allowance has been included to cover up to 100 cubic yards of additional concrete to fill voids if they are encountered. Additional concrete to fill these voids will be provided on a cubic yard basis in accordance with the unit price provided in Exhibit J of this GMP. If additional material in excess of the 100 cubic yard allowance is required due to excessive voids, they will be treated as a Differing Site Condition in accordance with section 7.6 of the General Conditions.
5. MWHC has assumed the Ice Control Structure shafts will be drilled to the depths indicated on the plans. An allowance has been included to cover up to 90 linear feet of additional drilling due to poor rock conditions. Additional drilling will be provided on a linear foot basis in accordance with the unit price provided in Exhibit J of this GMP. If additional drilling in excess of the 90 linear foot allowance is required due to poor rock conditions, it will be treated as a Differing Site Condition in accordance with section 7.6 of the General Conditions.
6. MWHC will construct the work in accordance with the design provided and has no responsibility for the performance of the structure and the control of ice from the impounded area.
7. The design allows for free flow of the impounded sediment in the river. MWHC has no responsibility for the effects of sediment flow.
8. Once the notch is installed, the water surface elevation of the impounded area will be elevation 618'.
9. Concrete debris from the notch may be left in the river.
10. All restrictions concerning time periods during which MWHC may perform work in the Sandusky River in the area of the Ballville Dam have been identified and disclosed by the Owner to MWHC. Construction may be performed 10 hours per day, 6 days per week without restriction.

GMP Exhibit C – Cost of Work Basis

This exhibit provides the basis for the Cost of Work.

1. The CM Construction Stage Personnel Cost for this GMP is **\$151,761.80**. The basis for this cost is outlined in the table below.

Staff Description	Staff Name	Total Hours	Billing Rate (as bid)	Total
Regional Safety Manager	Barry McLaughlin	52	\$144.24	\$7,500.48
Project Engineer	Holly Henn	624	\$123.00	\$76,752.00
Estimating	Robert Magna	208	\$208.07	\$43,278.56
Preconstruction Manager	Charles Kahler	40	\$252.13	\$10,085.20
Controls Support	Support	52	\$115.50	\$6,006.00
Contracts / Procurement / Risk	Support	52	\$156.53	\$8,139.56
Total				\$151,761.80

2. The General Conditions Costs for this GMP are **\$58,457.00**. The basis for this cost is outlined in the table below.

Description	UOM	QTY	Unit Price	Total Price
Project Signage	LS	1	\$750.00	\$750.00
Site Security Fence (North Access)	LS	1	\$9,192.00	\$9,192.00
Construction Office Set Up	LS	1	\$1,253.00	\$1,253.00
Construction Office Rental	Monthly	4	\$248.00	\$992.00
Sanitary Facilities	Monthly	4	\$315.00	\$1,260.00
Site Safety Equipment	LS	1	\$3,500.00	\$3,500.00
AEP Power Drop	LS	1	\$1,450.00	\$1,450.00
Existing Conditions Survey	LS	1	\$300.00	\$300.00
Miscellaneous Office Supplies	Monthly	4	\$300.00	\$1,200.00
Dust Control	Monthly	4	\$600.00	\$2,400.00
Trailer Permit	LS	1	\$700.00	\$700.00
Bond	LS	1	\$21,550.00	\$21,550.00
Builder's Risk	LS	1	\$3,000.00	\$3,000.00
Pre-approved Travel	trips	7	\$1,350.00	\$9,450.00
Postage	Monthly	4	\$100.00	\$400.00
Photos (monthly aerial)	Monthly	4	\$100.00	\$400.00
Computer	Monthly	4	\$55.00	\$220.00
Cell Phone	Monthly	4	\$110.00	\$440.00
Total				\$58,457.00

3. The total cost of work to be provided by Subcontractors for this GMP is **\$1,056,124.00**.
The basis for this cost is outlined in the table below.

S-01 Ice Control Structure Construction					
	Description	Qty	Unit	Unit Price	Total Price
Item 0	Payment and Performance Bond	1	LS	\$10,300.00	\$10,300.00
Item 1	Mobilization	1	LS	\$135,000.00	\$135,000.00
Item 2	Clearing & Grubbing	1	LS	\$5,500.00	\$5,500.00
Item 3	Access Road	1	LS	\$39,000.00	\$39,000.00
Item 4	Maintenance of Traffic	1	LS	\$800.00	\$800.00
Item 6	Temporary Erosion & Sediment Control	1	LS	\$7,000.00	\$7,000.00
Item 7	Construction Layout Staking	1	LS	\$18,000.00	\$18,000.00
Item 8	Concrete Dam Removal (Notch)	1	LS	\$120,000.00	\$120,000.00
Item 10	Temporary Seeding and Mulching	15	ACRE	\$3,600.00	\$54,000.00
Item 11	Ice Control Structure	477	FT	\$1,355.00	\$646,335.00
S-01 Total Cost					\$1,035,935.00
S-02 Site Surveying Services					
	Two Person GPS Survey Crew	HR	40	\$132.00	\$5,280.00
S-02 Total Cost					\$5,280.00
S-03 Material Testing Services					
	Soils Testing Technician (other)	HR	176	\$39.00	\$6,864.00
	Soils Testing Technician (OT Rate)	HR	100	\$58.00	\$5,800.00
	Test Cylinders	EA	65	\$8.00	\$520.00
	Engineer Level I	HR	25	\$69.00	\$1,725.00
S-03 Total Cost					\$14,909.00
Total Subcontractor Cost					\$1,056,124.00

GMP Exhibit F – Staffing Plan

The project will be staffed as necessary to effectively manage construction of GMP 1. MWHC will have a full time representative onsite at all times while work is being performed. That person will be Project Engineer Holly Henn. Holly will be responsible for supervision of the onsite work. Her duties will include review of subcontractor submittals, coordinating onsite activities, tracking of quantities, solving field issues, ensuring the safety plan is being adhered to, and ensuring quality metrics are being met. Holly's resume is attached.

Bryan Canzoneri will be the Project Manager. Bryan will be responsible for the commercial relationship between the Owner and MWHC and the Subcontractors and MWHC.

Additionally, the project will be supported by various MWHC staff members. Nichole Jenkins will assist with cost control duties. Bob Magna will participate in monthly coordination meetings to ensure the work is being carried out in accordance with the plan created during preconstruction. Bob will also be involved on an as needed basis as issues arise to assist with troubleshooting. MWHC's safety manager will be onsite initially to provide safety orientation to the subcontractors. MWHC's contracts manager will assist in issuing the subcontract agreements.

GMP Exhibit G – Subcontractors Work Scopes

This exhibit includes a detailed scope of work description for each anticipated subcontract.

1.0 S-01 – ICE CONTROL STRUCTURE CONSTRUCTION

1.1 General

- 1.1.1 The Subcontractor's Scope of Work is to furnish and install the Ice Control Structure and Dam Notch whole and complete in accordance with the Subcontract Documents, subject to the Exclusions and Clarifications noted below.
- 1.1.2 Subcontractor shall utilize construction methods which follow generally accepted industry practices, standardized methods, (i.e. ASTM, ANSI), and comply with state and local codes.
- 1.1.3 Subcontractor shall coordinate activities with the Contractor and other subcontractors performing work at the site and Owner requirements.
- 1.1.4 Subcontractor shall procure all necessary local permits.
- 1.1.5 Subcontractor shall comply will all Project Health & Safety requirements as detailed in Appendix "C" of the Subcontract Documents.
- 1.1.6 Subcontractor shall comply with the Project's Storm Water Pollution Prevention Plan as detailed in Appendix "F" of the Subcontract Documents. Subcontractor shall also comply with local, state and federal requirements regarding discharge of spoils and/or water encountered, erosion control, sedimentation control and dust control during the construction activities.

1.2 Item 1 - Mobilization

- 1.2.1 Subcontractor shall be responsible for mobilizing and de-mobilizing in accordance with the Subcontract Documents.

1.3 Item 2 – Clearing and Grubbing

- 1.3.1 Subcontractor shall clear and grub the area as required to access the Work in accordance with the Subcontract Documents. Subcontractor shall consult with the Contractor and Owner before removing any trees.
- 1.3.2 The majority of the trees have previously been removed by Others. No stumps have been ground. Subcontractor shall be responsible for grinding stumps of trees that were previously removed if this Work is required to install the access road.

1.4 Item 3 – Access Road

- 1.4.1 Subcontractor shall be responsible for installing all access whole and complete in order to access and complete the work.
- 1.4.2 Subcontractor shall install and maintain the access roads depicted in the Subcontract Documents.

1.4.3 If the Subcontractor requires additional access for prosecution of the Subcontractor's work, then the Subcontractor shall install, maintain, and remove the additional access once the Work is complete.

1.5 Item 4 – Maintenance of Traffic

1.5.1 Subcontractor shall provide maintenance of traffic whole and complete and in accordance with the Subcontract Documents as needed to complete the Work.

1.6 Item 6 – Temporary Erosion & Sediment Control

1.6.1 Subcontractor shall be responsible for furnishing, installing, and maintaining Temporary Erosion & Sediment Control in accordance with the Subcontract Documents.

1.7 Item 7 – Construction Layout Staking

1.7.1 Subcontractor shall furnish, place, and maintain layout staking in accordance with the Subcontract Documents.

1.8 Item 8 – Concrete Dam Removal

1.8.1 Subcontractor shall be responsible for installing the notch on the south side of the dam in accordance with the Subcontract Documents. This is the extent of Dam Demolition to be provided under this Subcontract. The remainder of the dam will be demolished by Others.

1.8.2 Access to the South Abutment will be through private property. Required easements for access will be procured by Others. Subcontractor shall be responsible for installation and removal of temporary roads, if required, to access the Work. Subcontractor shall restore any disturbed area on the property to its original state.

1.8.3 Trees along the South Abutment have been previously cut down by Others. Subcontractor shall be responsible for removing these trees from the property.

1.8.4 Subcontractor shall be responsible for modifying the grade at the south abutment as necessary to construct a safe work platform for Subcontractor's equipment to construct the notch.

1.9 Item 10 – Temporary Seeding and Mulching

1.9.1 Subcontractor shall be responsible for temporary seeding and mulching in accordance with the Subcontract Documents.

1.10 Item 11 – Ice Control Structure

1.10.1 Subcontractor shall be responsible for furnishing all material, equipment, labor and incidentals to construct the Ice Control Structure in accordance with the Subcontract Documents.

1.10.2 Subcontractor shall be responsible for providing and installing site access and work platforms as necessary to complete the Work.

1.10.3 Subcontractor is responsible for diverting water as necessary to access and complete the Work. Any access and/or removal of water facilities necessary to complete the Work will be provided, installed, and removed by the Subcontractor.

1.10.4 Concrete testing in accordance with the Subcontract Documents will be provided by Others. Subcontractor will be responsible for any retesting costs due to any non-conformance identified by initial testing.

2.0 S-02 – Site Surveying Services

2.1 Subcontractor shall provide professional surveying services as necessary to support the project.

3.0 S-03 – Material Testing Services

3.1 This subcontractor shall provide testing services as necessary to support the project. These services will include, but not be limited to, concrete testing, third party inspection, and quality reporting.

GMP Exhibit I – Schedule of Allowances

This exhibit includes a complete list and detailed description of all Allowance Items with related measurement and payment terms.

1. Concrete for voids – An allowance of \$40,000 has been included. This money would be used to pay for additional concrete necessary to fill voids in the rock if they are encountered.
2. Additional Drilling – An allowance of \$162,000 has been included. This money would be used to pay for additional drill depth if required upon inspection.

GMP Exhibit J – Schedule of Unit Prices

This exhibit includes a complete list and detailed description of all Unit Price items with related measurement and payment terms.

1. Concrete for voids will be reimbursed on the unit price basis of \$400 per cubic yard.
2. Additional drilling will be reimbursed on the unit price basis of \$1,800 per linear foot.