

ORDINANCE NO. 2012- 3599

AN ORDINANCE TO AUTHORIZE THE EXPENDITURE AND DIRECT THE SAFETY SERVICE DIRECTOR TO SIGN CHANGE ORDER NUMBER 4 WITH HM MILLER, AND DECLARING AN EMERGENCY.

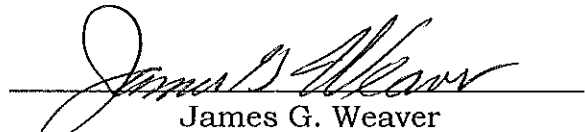
BE IT ORDAINED BY THE COUNCIL, CITY OF FREMONT, STATE OF OHIO:

SECTION 1. Change Order Number 4 has been agreed to and negotiated between the City of Fremont and HM Miller and is attached as Exhibit A. The change order is for the contract price of \$2,500,000.00.

SECTION 2. Fremont City Council hereby authorizes the Safety Service Director to sign Change Order Number 4 between HM Miller and the City of Fremont for the contract price of \$2,500,000.00.

SECTION 3. The immediate operation of the provisions of this ordinance is necessary for the preservation of the health, safety, and welfare of the citizens of Fremont, said emergency being the need for HM Miller to return to the jobsite and complete the work on the reservoir as soon as possible.

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.

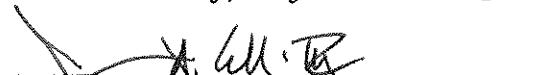

James G. Weaver
President of Council

PASSED: 9-6-12

Effective date: 9-6-12

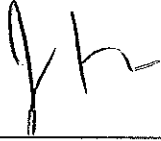
YEAS: 7 NAYS: 0


Elaine J. Huntley, City Council Clerk


James H. Ellis III, Mayor

ORDI748

Approved as to form:

A handwritten signature in black ink, appearing to read 'JFM', is positioned above a horizontal line.

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

H. M. MILLER CONSTRUCTION CO.

CONSTRUCTION & RENTAL CO.

P. O. Box 131
 MOGADORE, OHIO 44260
 330-628-4811

LETTER OF TRANSMITTAL

DATE	08/27/12	JOB NO.
ATTENTION	Tim Harmsen	
RE:	Fremont RWR Phase 1 Final Construction	

TO ARCADIS U.S.,INC.
One Seagate, Suite 700
Toledo, Ohio 43604

GENTLEMEN:

WE ARE SENDING YOU Attached Under separate cover via Fed Ex the following items:
 Shop drawings Prints Plans Samples Specifications
 Copy of letter Change order Schedule For

COPIES	DATE	NO.	DESCRIPTION
DRAFT			
7	27-Aug		Fremont Raw Water Reservoir Contractor Estimate #9
			Being Submitted for settlement purposes only and in accordance with the Memorandum of Understanding
			HM Miller Reserves all its rights, claims and defenses under the contract documents and at law

THESE ARE TRANSMITTED as checked below:

For approval Approved as submitted Resubmit _____ copies for approval
 For your use Approved as noted Submit _____ copies for distribution
 As requested Returned for corrections Return _____ corrected prints
 For review and comment _____
 FOR BIDS DUE _____ PRINTS RETURNED AFTER LOAN TO US

REMARKS _____

COPY TO Mayor Jim Ellis, Jerry O'Kenka

SIGNED _____

If enclosures are not as noted, kindly notify us at once

**OHIO WATER DEVELOPMENT AUTHORITY
CONTRACTOR'S ESTIMATE**

TO OWNER:
City of Fremont
323 S. Front Street
Fremont, Ohio 43420-3065

(DRAFT)

APPLICATION NO: 9
PERIOD TO: 8/27/2012
OWDA LOAN NO: _____

FROM CONTRACTOR:
HM MILLER CONSTRUCTION CO
P.O. BOX 131
MOGADORE, OHIO 44260

FOR OWDA OFFICE USE ONLY	
Fund:	_____
Voucher:	_____
OWDA Pay:	_____
Date:	_____

PROJECT:
**RAW WATER RESERVOIR, PHASE 1
CONSTRUCTION**

1 ORIGINAL CONTRACT PRICE	<u>\$3,975,100.00</u>
2 Net change by CHANGE ORDER	<u>\$12,556,199.19</u>
3 CURRENT CONTRACT PRICE (Line 1 + 2)	<u>\$16,531,296.19</u>
4 TOTAL COMPLETED & STORED TO DATE (Change Order #4 amount removed under- Protest)	<u>\$16,531,296.19</u>
5 RETAINAGE	
a. 8% of first 50% of completed work 0% of last 50% work	<u>\$0.00</u>
b. 8% of stored materials	<u>\$0.00</u>
Total Retainage (Line 5a + 5b)	<u>\$0.00</u>
6 TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 total)	<u>\$16,531,296.19</u>
7 LESS PREVIOUS PAYMENTS (Line 6 from prior certificate)	<u>\$14,034,296.19</u>
8 CURRENT PAYMENT DUE	<u>\$2,500,000.00</u>

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved Change Orders through Change Order No: <u>#4</u>	\$12,556,199.18	
Also Change order #4 removed under protest in the amount \$ 10,319,429.11		
NET CHANGES by Change Order		\$12,556,199.18

CONTRACTOR'S CERTIFICATE

I hereby certify that the above materials and services have been furnished and performed in accordance with the conditions of the contract for the above work, and that payment has not been received and therefore is due and to be paid on said contract

CONTRACTOR:

BY: _____

DATE: 8/27/2012

ENGINEER: _____ By: _____ Date: _____

OWNER: _____ By: _____ Date: _____

OWDA: _____

Chief Engineer

Executive Director

*Being Provided For Settlement Purposes only
Pursuant to MOU*

Mobilization / O. Time, GC'S	90,500.00			90,500.00	100.00%	\$	90,500.00			
Furnish Bond For Liner	95,000.00			95,000.00	100.00%	\$	95,000.00			
40 mil smooth LLDPE Liner	553,842.56			494,690.00	89.32%	\$	494,690.00			59,152.56
40 mil textured LLDPE Liner	483,835.05			464,264.13	95.96%	\$	464,264.13			19,570.92
GCL Floor	459,970.94			379,387.21	82.48%	\$	379,387.21			80,583.73
GCL Slope	239,767.15			230,767.15	96.25%	\$	230,767.15			9,000.00
Geotextile 10 oz	559,164.32			472,150.00	84.44%	\$	472,150.00			87,014.32
Batten Attachments	17,728.75			17,728.75	100.00%	\$	17,728.75			-
Pipe Penetrations	1,715.00			1,715.00	100.00%	\$	1,715.00			-
Laborers for Leak Survey	28,105.00			27,800.00	98.91%	\$	27,800.00			305.00
2 Skid Steer Loaders w/ Operators	199,800.00			196,112.00	98.15%	\$	196,112.00			3,688.00
Telescopic Forklift to unload rolls	80,510.00			80,510.00	100.00%	\$	80,510.00			-
Leak Repair Crew (Bhoee & 2 Labs)	50,000.00			47,200.00	94.40%	\$	47,200.00			2,800.00
Water and Water Truck for Leak Surv	43,750.00			43,120.00	98.56%	\$	43,120.00			630.00
Spotters for Cover Soil						\$				
Anchor Trench Excavation and Backfill	80,750.00			80,750.00	100.00%	\$	80,750.00			-
Dewatering for Liner	38,500.00			38,500.00	100.00%	\$	38,500.00			-
Protection of onsite stored Materials	25,500.00			25,500.00	100.00%	\$	25,500.00			-
Remove Existing Slope protection	90,000.00			90,000.00	100.00%	\$	90,000.00			-
Overcut Existing Slopes	305,771.76			305,771.76	100.00%	\$	305,771.76			-
Overcut Top of Reservoir	54,886.00			54,886.00	100.00%	\$	54,886.00			-
Remove Overburden from Top of Rock	97,200.00			99,400.00	102.26%	\$	99,400.00			(2,200.00)
Excavate Rock - for manufacturing	407,680.00			642,000.00	157.48%	\$	642,000.00			(234,320.00)
Manufacturer Sand for top of liner	358,692.50			634,191.66	176.81%	\$	634,191.66			(275,499.16)
Manufacturer #3's for under Slope pro	50,437.50			50,437.50	100.00%	\$	50,437.50			-
Place Sand Cover Soil Resv Floor	304,109.40			297,438.29	97.81%	\$	297,438.29			6,671.11
Place Sand Cover Soil Resv Slopes	160,604.05			150,130.00	93.48%	\$	150,130.00			10,474.05
Place 6" Earth Cover Soil Resv Floor	152,053.44			151,218.70	99.45%	\$	151,218.70			834.74
Truck / stockpile City purchased roc	103,500.00			103,500.00	100.00%	\$	103,500.00			-
Place 2' sand (ramps) for rock pldmt	31,307.55			31,307.55	100.00%	\$	31,307.55			-
Place #3' s on slopes	37,323.75			37,323.75	100.00%	\$	37,323.75			-
Place Rock Protection on Slopes	510,674.75			415,123.00	81.29%	\$	415,123.00			95,551.75
Replace 3' Soil on top of embankment	39,406.50			39,406.50	100.00%	\$	39,406.50			-
Reseed Disturbed O.B. Slopes	26,125.00			21,409.35	81.95%	\$	21,409.35			4,715.65
Change Order # 3						\$				
Furnish and Install Barrier for Only	571,823.62			571,823.62	100.00%	\$	571,823.62			-
Over Chemical Stabilization						\$				
Change Order # 4						\$				
Overage from Rock Excavation	650,157.00			650,157.00	100.00%	\$	650,157.00			-
Overage from Crushing Plant Mobil.	266,000.00			266,000.00	100.00%	\$	266,000.00			-
Overage from Manuf. Rock Slope Prot.	440,233.00			440,233.00	100.00%	\$	440,233.00			-
Overage from Manuf. Sand for floor, si	1,143,610.00			1,143,610.00	100.00%	\$	1,143,610.00			-
Balance of CO #4 Removed under Protest						\$				
TOTAL	\$ 16,531,296.19	\$ 14,034,296.19	\$ 2,500,000.00	\$ -	\$	\$ 16,534,296.19				

AFFIDAVIT OF CONTRACTOR

State of Ohio)
County of Portage) SS:

John Smith (Affiant), being first duly sworn, says that:

Affiant is the (1) President of (2) HM Miller Construction Co.

the CONTRACTOR having a contract with (3) City of Fremont

, the OWNER,

for (4) Fremont Raw Water Reservoir Phase I - Final Construction

SUBCONTRACTORS

Affiant further says that all bills for material and labor included in preceding estimates have been paid in full, that all bills for material and labor included in Estimate No. 9 dated 8/27, 2012, have been or will be paid from the proceeds thereof, and that the following shows the names and addresses of every Subcontractor in the employ of said (2) HM Miller Construction Co

giving the amount, if any, which is due, or to become due to them, or any of them, for Work done or machinery, material or fuel furnished to date thereof under said contracts; all of the foregoing pursuant to the terms of the General Conditions of the Contract Documents.

<u>NAME</u>	<u>ADDRESS</u>	<u>TRADE</u>	<u>AMOUNT DUE OR TO BECOME DUE TO DATE HEREOF</u>
American Environmental Group LTD, 3600 Brecksville ROAD - Suite 100 Richfield, OHIO 44286		LINER	\$ 435,262.63

MATERIALMEN

Said affiant further says that all bills for machinery, material or fuel included in preceding estimates have been paid in full, that all bills for machinery, material or fuel included in Estimate No. 9 dated 8/27, 2012, have been or will be paid from the proceeds thereof, and that the following shows the names and addresses of every person furnishing machinery, material or fuel to (2) HM Miller Construction Co

giving the amount, if any, which is due, or to become due to them, or any of them, for Work done or machinery, material or fuel furnished to date there of under said contracts; all of the foregoing pursuant to the terms of the General Conditions of the Contract Documents.

<u>NAME</u>	<u>ADDRESS</u>	<u>KIND OF MACHINERY, MATERIAL OR FUEL</u>	<u>AMOUNT DUE OR TO BECOME DUE TO DATE HEREOF</u>
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LABOR

Said Affiant further says that the following shows the names and addresses of every unpaid laborer in the employ of (2) HM Miller Construction Co.

furnishing labor under said Contract, giving the amount, if any, which is due for labor done to date hereof:

<u>NAME</u>	<u>ADDRESS</u>	<u>HOURS</u>	<u>AMOUNT DUE OR TO BECOME DUE TO DATE HEREOF</u>
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Affiant says that the amounts due or to become due to said Subcontractors, materialmen and laborers for Work done or machinery, material or fuel furnished, to date hereof to (2) **HM Miller Construction Co**

is fully and correctly set forth opposite their names, respectively, in the aforesaid statements.

Affiant says that (2) HM Miller Construction Co

has not employed or purchased or procured machinery, material or fuel from, or subcontracted with any person, firm or corporation, other than those above mentioned, and owes for no labor performed or machinery, material or fuel furnished, under said contracts, other than above set forth.

AFFIANT

SWORN TO before me and subscribed in my presence this _____ day of _____, _____.

NOTARY PUBLIC

- Note:
- (1) Secretary, treasurer, one of firm, or agent, as case may be
 - (2) Name and Address of CONTRACTOR
 - (3) Name and Address of OWNER
 - (4) Project title per Contract Documents