City of Oberlin, Ohio

ORDINANCE No. 11-52 AC CMS

AN ORDINANCE AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH SURBURBAN PROCESS PIPING, INC., OF VERMILION, OHIO, FOR PLUMBING AND HVAC WORK FOR THE CITY OF OBERLIN FIRE STATION IMPROVEMENT PROJECT AND DECLARING AN EMERGENCY

WHEREAS, by Ordinance 09-35 Oberlin City Council awarded a contract to Suburban Process Piping Inc., of Vermilion, Ohio, for Plumbing and HVAC work for the City of Oberlin Fire Station Improvement Project in the amount of \$515,093; and

WHEREAS, said contract needs to be amended to approve Change Order #CO-08 to authorize additional necessary work discovered during construction.

NOW, THEREFORE BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain, State of Ohio, five-sevenths (5/7ths) of all members elected thereto concurring:

SECTION 1. That the contract between the City of Oberlin and Suburban Process Piping Inc., as approved by Ordinance No. 09-35 AC CMS, for Plumbing and HVAC work for the City of Oberlin Fire Station Improvement Project, is hereby amended to authorize an additional payment of \$578.00 for necessary work discovered during construction, in accordance with Change Order #CO-08 attached hereto, and the City Manager is hereby authorized and directed to execute an amendment to said contract in accordance with same.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of 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 Ohio Revised Code.

SECTION 3. That this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Oberlin, Ohio, or to provide for the usual daily operation of a municipal department, to wit:

"to authorize additional necessary work relating to a City construction project presently in progress so as to avoid construction delays"

and shall take effect immediately upon passage.

PASSED: 1st Reading – July 5, 2011(S, E) 2nd Reading -3rd Reading - ATTEST:

BELINDA B. ANDERSON, CMC CLERK OF COUNCIL

POSTED: 07/06/2011

ucy SHARON F. SOUCY VICE PRESIDENT OF COUNCIL

EFFECTIVE DATE: 07/05/2011

Change Order	ument G701 [™] – 2		2 2 2011
PROJECT: (Name and address) City of Oberlin Fire Station 430 South Main Street Oberlin, Ohio 44074	CHANGE ORDER NUMBER: DATE:	CO-08 June 22, 2011	OWNER
TO CONTRACTOR: (Name and address) Suburban Process Piping, Inc.	ARCHITECT'S PROJECT NUMBER:	20701 May 21, 2009	

490 Nicholson AvenueCONTRACT DATE:Vermilion, Ohio 44089CONTRACT FOR:

The Contract is changed as follows:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives.)

Plumbing/HVAC Construction

3/All	Materials and labor for the items	adds & credits) per the attache	ed breakdown: 57	78.00
-------	-----------------------------------	---------------------------------	------------------	-------

The original (Contract Sum) (Guaranteed Maximum Price) was	\$	515,093.00
The net change by previously authorized Change Orders	\$	14,183.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$	529,276.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$	578.00
The new (Contract Sum) (Guaranteed Maximum Price), including this Change Order, will be	\$	529,854.00
The Contract Time will be (increased) (decreased) (unchanged) by () days.	
The date of Substantial Completion as of the date of this Change Order, therefore, is		

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

RP Architects, Inc.	Suburban Process Piping, Inc.	City of Oberlin	
ARCHITECT (Firm name) 4588 Kenny Road Columbus, Ohio 43220	CONTRACTOR (Firm name) 490 Nicholson Avenue Vermilion, Ohio 44089	OWNER (Firm pame) 85 South Main Street Oberlin, Ohio 44074	
Automess Pottus By (Signature)	ADDRESS (Hitch A. Bullo 2 BY (Signature)	ADDRESS	
Rich Pontius	Chris Buckholz	Bi (Signature) Eric Norenberg	
(Typed name)	(Typed name)	(Typed name)	
DATE	DATE	DATE	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AlA Document G701TM – 2001. Copyright © 1979, 1987, 2000 and 2001 by The American Institute of Architects. All rights reserved. WARNING: This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' land counsel, convict of the contract of the contract Documents.



Document G701[™]– 2001 Instructions

GENERAL INFORMATION

Purpose

AIA Document G701 is for implementing changes in the Work agreed to by the Owner, Contractor and Architect. Execution of a completed G701 indicates agreement upon all the terms of the change, including any changes in the Contract Sum (or Guaranteed Maximum Price) and Contract Time.

Use of Current Documents

Prior to using any AIA Contract Document, users should consult www.aia.org or a local AIA component to verify the most recent edition.

Reproductions

This document is a copyrighted work and may not be reproduced or excerpted from without the express written permission of the AIA. There is no implied permission to reproduce this document, nor does membership in The American Institute of Architects confer any further rights to reproduce this document.

The AIA hereby grants the purchaser a limited license to reproduce a maximum of ten copies of a completed G701, but only for use in connection with a particular project. The AIA will not permit reproduction outside of the limited license for reproduction granted above, except upon written request and receipt of written permission from the AIA.

Rights to reproduce the document may vary for users of AIA software. Licensed AIA software users should consult the End User License Agreement (EULA).

To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

COMPLETING G701-2001

Description of Change in the Contract

Insert a detailed description of the change or reference specific exhibits describing, in detail, the change to be made in the Contract by this Change Order. Include any drawings, specifications, documents or other supporting data to clarify the scope of the change.

Determination of Costs

Insert in the blanks provided, or strike out the terms in parentheses that do not apply, the original Contract Sum or Guaranteed Maximum Price; the net change by previously authorized Change Order (note that this does not include changes authorized by Construction Change Directive unless such changes were subsequently agreed to by the Contractor and recorded as a Change Order); the Contract Sum or Guaranteed Maximum Price prior to this Change Order; the amount of increase or decrease, if any, in the Contract Sum or Guaranteed Maximum Price; and the new Contract Sum or Guaranteed Maximum Price;

Change in Contract Time

Insert in the blanks provided, and strike out the unused terms in parentheses, the amount (in days) of the increase or decrease, if any in the Contract Time. Also insert the date of Substantial Completion, including any adjustment effected by this Change Order.

EXECUTING THE DOCUMENT

When the Owner and Contractor, in occurrence with the Architect, have reached agreement on the change to be made in the Contract, including any adjustments in the Contract Sum (or Guaranteed Maximum Price) and Contract Time, G701 should be executed in triplicate by the two parties and the Architect, each retaining an original.

AlA Document G701[™] – 2001. Copyright © 1979, 1987, 2000, and 2001 by The American Institute of Architects. All rights reserved. WARNING: This AIA[®] Document is protected by U.S. Copyright Law and International Treatles. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, convright@ala.org

Oberlin Fire Station Expansion & Renovation

Plumbing & HVAC Contract Change Order CO-08

June 22, 2011

Proposal Request PR-15 (Plumbing) / Delete Gear Dryer from Change Order CO-03:	(1,611.00)
Proposal Request PR-26 (HVAC) / Apparatus Room Return Air Grille:	201.00
Proposal Request PR-27 (Plumbing) / Install Shokstops:	1,169.00
Proposal Request PR-30 (HVAC) / Shower Room Diffusers:	1,032.00
Delete Hose Bibb (Plumbing):	(421.00)
Rainwater Collection System Check Valve (Plumbing):	208.00

Total Amount: \$578.00

RECEIVED

JUL 1 1 2011

RP Hughes Architects, Inc