

P/C 11-4-20 PREPARED CP12  
CA PRIME 11-4-20  
1st R 11-4-20  
2nd R \_\_\_\_\_  
3rd R \_\_\_\_\_  
B/C \_\_\_\_\_

CITY OF BROOK PARK, OHIO

ORDINANCE NO: 11172-2020

INTRODUCED BY: MAYOR GAMMELLA

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE LOWEST AND/OR BEST BIDDER FOR REPAIR AND RECONDITION OF THE CITY'S WATER PARK, AND DECLARING AN EMERGENCY

WHEREAS, the City of Brook Park's Service Director, Engineer and Recreation Director prepared specifications and advertised for bidding for repairs and reconditioning of the City's water park; and

WHEREAS, SlidePros was determined to be the lowest and or best bidder for the restoration of the water park.

NOW THEREFORE, BE IT ORDAINED, by the Council of the City of Brook Park, State of Ohio, that:

SECTION 1: The Mayor is hereby authorized to enter into a contract with SlidePros, the contract is attached hereto and incorporated herein as temporary Exhibit "A".

SECTION 2: The money needed for the aforesaid transaction shall be paid from funds theretofore appropriated for said purpose, the Capital fund, 401 342 and shall not exceed \$181,413.00.

SECTION 3: It is found and determined that all formal actions of this Council concerning and 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 4: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the

further reason to authorize the Mayor to enter into a contract for the repair and reconditioning of the City's water park; therefore, provided this ordinance receives the affirmative vote of at least five (5) members elected to Council. It shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: November 4, 2020

M. P. Keubio  
PRESIDENT OF COUNCIL

ATTEST: Michelle Blazak  
Clerk of Council

APPROVED: [Signature]  
MAYOR  
11/5/2020  
DATE

CERTIFICATE

Michelle Blazak, Clerk of Council, of the City of Brook Park, Ohio, do hereby certify that the foregoing is a true and accurate copy of Ordinance/Resolution No. 11172-2020 passed on the 4th day of November 2020 by said council.  
Michelle Blazak  
Clerk of Council

I, Michelle Blazak, Clerk of Council for the City of Brook Park, State of Ohio, do hereby certify that there is no newspaper of general circulation in the municipality and that publication of the foregoing ordinances/resolutions was made by posting true copies at five of the most public places in said municipality as determined by Ordinance No. 4838-1975; location City Hall 6161 Engle Road, Police Station 17401 Holland Road, #2 Fire Station 22530 Ruple Parkway, #3 Fire Station 17401 Holland Road, Brook Park Library 6165 Engle Road, for a period of fifteen days, commencing November 9, 2020  
Michelle Blazak  
MICHELLE BLAZIK  
Clerk of Council

	Yea	Nay
Troyer	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mencini	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Orcutt	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Scott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Schmuck	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Poindexter	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Salvatore	<input checked="" type="checkbox"/>	<input type="checkbox"/>

I HEREBY APPROVE THE WITHIN INSTRUMENT AS TO LEGAL FORM AND CORRECTNESS

[Signature]  
DIRECTOR OF LAW

(Not to be Completed by Contractor)

**CONTRACT**

**For**

**Water Park Renovations Project**

**Contract 202003**

*November* THIS CONTRACT, made this October \_\_\_\_, in the year two thousand and twenty, by and between the CITY OF BROOK PARK, by its Mayor, In that behalf, party of the first part, duly authorized pursuant to Ordinance No. *11172*-2020, passed by the Council of said City on October *4*, 2020, and \_\_\_\_\_, hereinafter called the Contractor, party of the second part.

WHEREAS, it was one of the conditions of said award that a formal contract should be executed by and between the City and the Contractor.

WITNESSETH:

That said party of the second part has agreed and by these presents does agree for itself, its representatives, successors and assigns, with the party of the first part, as follows:

**ARTICLE I. STATEMENT OF WORK**

The Contractor shall furnish the materials and perform the work at the unit prices bid for the Water Park Renovations Project, Contract 202003 for a maximum consideration of \_\_\_\_\_ Thousand, \_\_\_\_\_ and \_\_\_\_/100 (\$\_\_\_\_,\_\_\_\_) Dollars.

**ARTICLE II. THE CONTRACT**

The Contract Documents as set forth in Section GC-1 of the General Conditions, all of which are incorporated herein and made part hereof as fully as if herein rewritten, constitute this Contract.

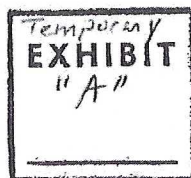
**ARTICLE III. SITE INVESTIGATION**

The Contractor hereby covenants and expressly agrees that he has full knowledge of the site, plans, specifications, contractual documents, conditions and circumstances relating to or affecting performance of work contemplated and covered by this Contract.

**ARTICLE IV. ACCEPTANCE**

The Contractor hereby covenants and agrees that affixing of his signature to this Contract constitutes acceptance without reservation of and full intent to comply with the Contract, Drawings, Specifications, Shop Drawings and Contractual Documents of this Contract.

C-1





ARTICLE V. TIME OF COMPLETION

All provisions of this Contract relating to the time of performance and completion of the work, are of the essence of this Contract. Accordingly, the Contractor shall begin work within ten (10) days from the date of the Notice to Proceed and shall fully and entirely perform this Contract and all of the work incident thereto by May 18<sup>th</sup>, 2021. The Contractor shall prosecute the work under this Contract with reasonable speed and diligence to insure completion of the work in accordance with times stipulated in this Article.

ARTICLE VI. LIQUIDATED DAMAGES

The Contractor further covenants and agrees that, in the event time of completion is delayed beyond the time stipulated in Article V above by action or inactions attributable to the Contractor, The City may retain monies due or that may become due to the Contractor in the amount of \$200 per day for each and every day (Sunday and legal holidays excluded) by which time of completion is delayed beyond time for completion stipulated in Article V above, and that such monies are expressly agreed and recognized as liquidated damages accruing to the City incident to such delays and causing unanticipated and additional expenses to the City.

ARTICLE VII. CITY TAXES

The Contractor further agrees that all city income taxes due and payable under Chapter 1705 of the City of Brook Park Codified Ordinances shall be withheld by the Contractor pursuant to Section 1713.02 (a through k) and further agrees that any of its subcontractors shall be required to withhold income taxes as set forth in Chapter 1705.

ARTICLE VIII. PAYMENT

Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract.

IN WITNESS WHEREOF, the parties hereunto have affixed their signature the day and year first above written.

WITNESS

CITY OF BROOK PARK, OHIO

BY

\_\_\_\_\_  
MAYOR

CONTRACTOR

BY

\_\_\_\_\_  
(Title)

NOTE: THIS BID MUST BE SIGNED IN THE SPACE INDICATED. ERASURES  
MAY INVALIDATE THIS BID.

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**CITY OF BROOK PARK**

**BID FORM**

**TO:** MAYOR AND COUNCIL, CITY OF BROOK PARK, OHIO

**BID FOR:** Water Park Renovations Project  
Contract 202003

The Undersigned certifies that he has carefully examined the Contract Documents as defined in the General Conditions and has inspected the site of the projected work.

The Undersigned declares that the amount and nature of the work to be done is understood and that at no time will misunderstanding of the Contract Documents be pleaded.

On the basis of the Contract Documents the Undersigned proposes to furnish all necessary apparatus, machinery, tools and other means of construction, to do all the work and furnish all the materials in the manner specified, to finish the entire project within the time hereinafter proposed, and to accept as full compensation therefore the sum or sums set forth herein.

The Undersigned further proposes to execute the Contract Agreement and to furnish satisfactory bond within five (5) days, excluding Saturdays, Sundays and Holidays, after notice of award of contract has been received.

The Undersigned further proposes to begin work as specified in the General Conditions and Special Conditions, and to complete the work at the time fixed by the City, as indicated in the Contract Documents.

The Undersigned understands that the quantities in the following schedule are approximate only, and agrees that the City reserves the right to increase or diminish, or to omit entirely any of the quantities of items as therein stated without claim for damages for loss of anticipated profit.

The Undersigned deposits with this Bid a Bid Bond to the City of Brook Park signed by a surety company authorized to do business in Ohio, in the total sum of \$ 100% of bid, or a cashier's check or certified check on a solvent bank in the total sum of \$ \_\_\_\_\_, payable to the City of Brook Park, as security that if he be awarded the contract, he will enter into a written contract and secure the performance of the same by a bond of an approved surety company authorized to do business in Ohio and satisfactory to the Director of Law, in the sum equal to the total price bid, and in conformity with the provisions of The Codified Ordinances of the City of Brook Park.



The Undersigned further agrees that if the Bid is accepted and contract awarded and he shall fail to execute said contract and furnish the satisfactory bond, as required, within the time above specified, then the City may, at its option, declare the contract abandoned and this Bid null and void. Thereupon the penal sum of the Bid Bond shall become due to the City, or the certified or cashier's check shall be forfeited to and become the property of the city, as liquidated damages. Otherwise, the Bid Bond or the certified or cashier's check, or the amount of such check shall be returned to the Undersigned.

The Undersigned further certifies that he (as an individual, firm or corporation making this Bid) is not in arrears or default to the City of Brook Park upon any debt or contract, nor is a defaulter as surety or otherwise upon any obligation to said City, nor has failed to perform faithfully any previous contract with said City and that there is no suit or claim pending as to any such arrears or default.

The Undersigned understands that the prices contained herein cover the costs of all materials to be furnished and work to be performed in the construction and installation of the various items of the public improvement bid upon, complete and ready for service, and includes the cost of bonds, insurance and every other item of expense incident to the contract. Furthermore, the undersigned understands and agrees that there will be no escrow account for this Contract established pursuant to Sections 153.13, 153.14 and 153.63 of the Ohio Revised Code nor shall any interest be paid on any retainage held by the City.

The Undersigned represents that he (if an individual) and all of the partners in the partnership (if a partnership), are citizens of the United States of America.

THE UNDERSIGNED UNDERSTANDS THAT THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND SHALL HAVE FULL DISCRETIONARY AUTHORITY TO DETERMINE THE LOWEST AND/OR BEST BID.

SIGN HERE

x John Black, owner

owner

Title of Officer

The firm, corporation, or individual name MUST BE SIGNED IN SPACE INDICATED.

23321 MO 916

ORONOGO MO 64555

Business Address of Bidder

If the Bidder is a firm, or corporation the title of the officer signing and the State in which incorporated must be indicated.

MO

State where Incorporated

NOTE: Bidder must fill in all blank spaces on this page with the required information and signatures; and must insert the price of each and every item of the work in the spaces provided in the next succeeding bid sheets and sign and insert date in the indicated spaces thereon.

This is a "UNIT PRICE" bid and the amount entered for each item will be considered as "PRICE PER UNIT" and will be so computed. On each estimated quantity item "Total Amount Bid" must equal total unit price bid for Labor & Material multiplied by the estimated quantity. For example, if the Total Unit Price Bid for Labor & Material is \$5.00 per unit and the "Estimated Quantity" is 1,000 units, the Total Amount Bid will be \$5,000.00. In case of discrepancy, the Unit Prices Bid for "Labor Only" & "Material Only" shall be considered as the intent of the bidder.

### WATER PARK RENOVATIONS PROJECT - CONTRACT 202003

REF. NO.	EST. QUAN.	DESCRIPTION	UNIT	UNIT PRICE BID			TOTAL AMOUNT BID
				FOR LABOR ONLY DOLLARS/CTS	FOR MATERIAL ONLY DOLLARS/CTS	TOTAL LABOR & MATERIAL DOLLARS/CTS	
		<b>WATER PARK RENOVATIONS</b>					
1	Lump	Pool Preparation and Painting	Lump	16,935	7,260	24,195	24,195
2	Lump	Water Features Preparation and Painting	Lump	9,175	5,935	15,110	15,110
3	Lump	Water Slide Restoration	Lump	17,885	7,665	25,550	25,550
4	Lump	Water Slide Tower Restoration	Lump	18,205	7,810	26,015	26,015
5	Lump	Sand Filter Media Removal and Replacement	Lump	8,435	3,615	12,050	12,050
6	Lump	Miscellaneous Plumbing Repairs	Lump	13,125	5,625	18,750	18,750
7	Lump	Safety Surfacing (Treasure Island)	Lump	16,975	7,275	24,250	24,250
8	Lump	Foam Slide Restoration (Treasure Island & Hollow Log)	Lump	15,750	6,750	22,500	22,500
		<b>INCIDENTALS</b>					
9	XXX	Special - Contingency Allowance	XXX	XXX	XXX	\$10,000.00	\$10,000.00
10	Lump	Special - Project Bonds	Lump	3,495	1,498	4,993	4,993
				119,980			
		<b>TOTAL FOR BID ITEMS 1 - 10</b>		<del>118,985</del>	51,435	181,415	181,415
		<b>BIDDER'S UNOFFICIAL TOTAL</b>					
		<b>ENGINEER'S OFFICIAL TOTAL</b>					
		<b>ENGINEER'S ESTIMATE = \$180,000.00</b>					

NOTE: UNBALANCED BIDS IN THE OPINION OF THE ENGINEER WILL BE SUBJECT FOR REJECTION, IN ACCORDANCE WITH SECTION 18-12 OF "THE INSTRUCTIONS TO BIDDERS."

BIDDER:

TITLE:

DATE:

BF-3