

P/C
CA 6-8-21-DISCUSSION
1st R 6-15-21
2nd R _____
3rd R _____
D/C _____
COUNCIL PRICE 6-15-21

CITY OF BROOK PARK, OHIO

ORDINANCE NO: 11204-2021

INTRODUCED BY: MAYOR GAMMELLA

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH
METIS CONSTRUCTION SERVICES, LLC FOR THE CONSTRUCTION OF THE CITY
OF BROOK PARK'S MUNICIPAL CAMPUS OUTDOOR AMPHITHEATER, AND
DECLARING AN EMERGENCY

WHEREAS, the City of Brook Park has successfully secured a one-hundred thousand dollar (\$100,000.00) appropriation from the 133rd Ohio General Assembly, to build a new outdoor amphitheater on the Brook Park municipal campus; and

WHEREAS, the Mayor and Council believe the addition of this amphitheater will enhance the quality of life for our residents by providing music, culture and entertainment; and

WHEREAS, the Director of Recreation was authorized by Council to prepare Bid Documents and Specifications, and the Mayor was authorized to advertise for bids for the City of Brook Park's Municipal Campus Outdoor Amphitheater by Ordinance No. 11190-2021, passed April 20, 2021; and Metis Construction Services, LLC did secure the lowest and/or best bid for said construction services.

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

SECTION 1: City of Brook Park will administer the project and engage regularly with the Ohio Facilities Construction Commission to insure that all required guidelines set forth in the Cultural Facilities Grant Program/Project are met.

SECTION 2: The Mayor is hereby authorized to enter into a contract with Metis Construction Services, LLC for the construction of the City of Brook Park's municipal campus outdoor amphitheater.

SECTION 3: The money needed for the aforesaid transaction shall be paid from Capital Improvement Parks and Playgrounds Fund Number 401 342 and reimbursed by the \$100,000.00 appropriation from the Ohio General Assembly.

SECTION 4: 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 5: That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare in the City, and for the further reason authorize the Mayor to enter into a contract with Metis Construction LLC; 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 from and after its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED:

June 15, 2021

[Signature]
PRESIDENT OF COUNCIL

ATTEST:

Michelle Blazak
Clerk of Council

APPROVED:

[Signature]
MAYOR
6/15/21
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. 1604-2021

passed on the 15th day of June 20 21 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 June 15, 2021
Michelle Blazak
MICHELLE BLAZAK
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

CONTRACT
For
Amphitheater Project
Contract 202106

THIS CONTRACT, made this June _____, in the year two thousand and twenty-one, 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. 11190-2021, passed by the Council of said City on April 20, 2021, 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 Amphitheater Project, Contract 202106 for a maximum consideration of _____ and XX/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.

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 within thirty (30) consecutive calendar day from the date of the Notice to Proceed. The Amphitheater Structure shall be ordered from the manufacturer immediately following the issuance of the Notice of Award by the City. 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

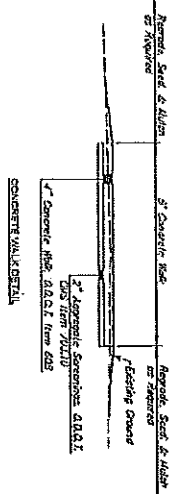
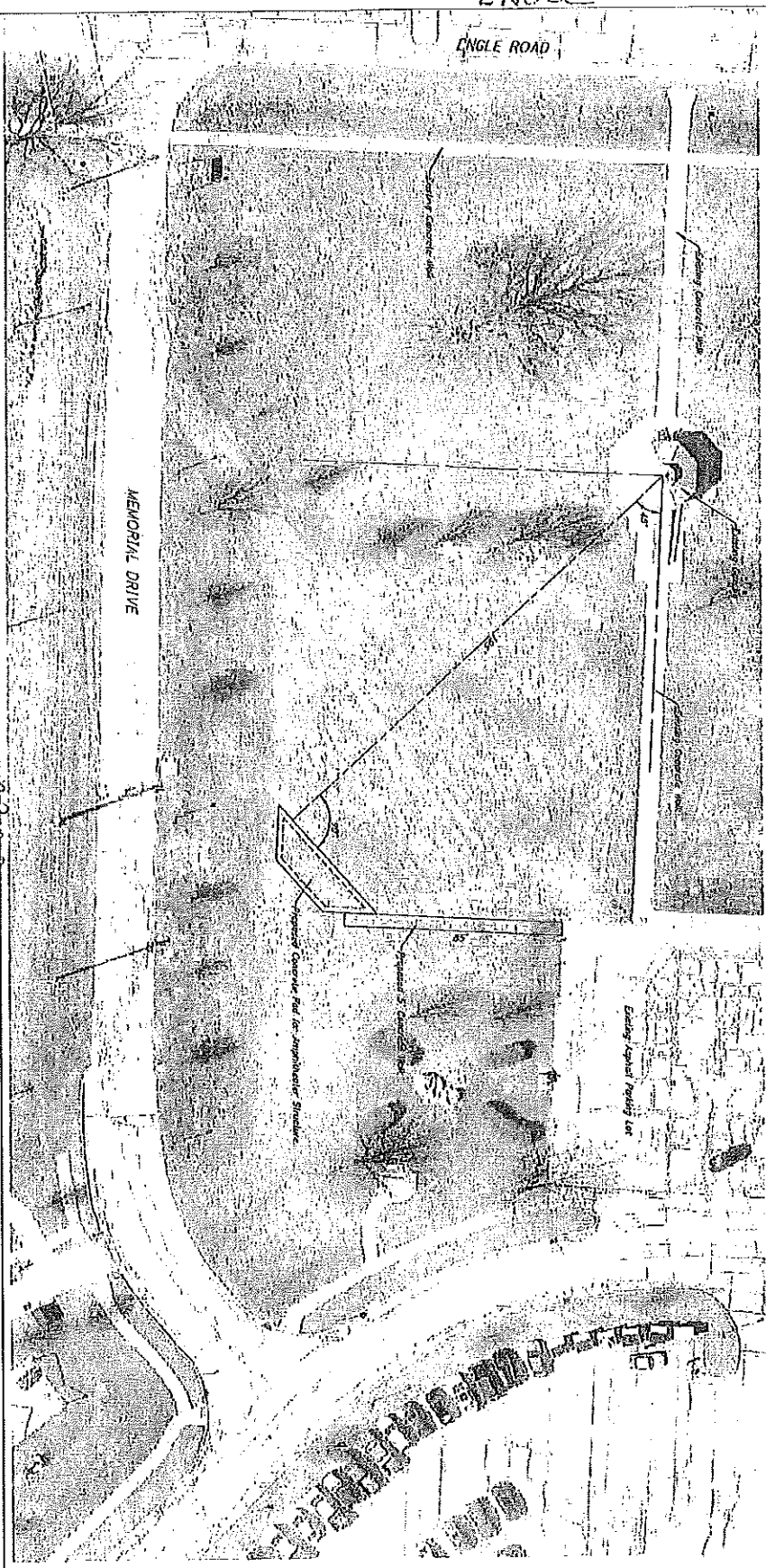
CONTRACTOR

BY

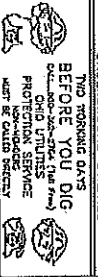
(Title)

Received 6-8-21 Bureau

CITY OF BROOK PARK 6161 ENGLE ROAD PROPOSED AMPHITHEATER SITE LAYOUT PLAN



1. Seals shall be bonded into the web of 5 foot intervals to form rectangular blocks.
2. Initial expansion joint material under the web shall be poured concrete slab.
3. Web shall receive a smooth finish.



- 1) Contractor shall form, transport, and place concrete aggregate or as in accordance with Structural manufacturer specifications.
- 2) All concrete shall be placed in accordance with Structural manufacturer specifications.
- 3) All concrete shall be placed in accordance with Structural manufacturer specifications.
- 4) All concrete shall be placed in accordance with Structural manufacturer specifications.
- 5) All concrete shall be placed in accordance with Structural manufacturer specifications.



05/07/21
04/22/21



CT 202106

AMPHITHEATER PROJECT

FILED: 6/11/21
XXX
FILED: 6/11/21
XXX

AMPHITHEATER PROJECT - CONTRACT 202106

5/28/2021

DATE: 12-3

CITY OF BROOK PARK
CONSTRUCTION SCHEDULE

The City of Brook Park intends to award a Contract for this project shortly after taking bids, and the accepted Contractor shall begin work within 10 days from the date of the Notice to Proceed. This project shall be complete within the time limits stipulated in the Bid Form. The Bidder shall show a detailed schedule of the planned construction to show that the Bidder intends to meet the stated completion requirements.

NOTICE TO PROCEED

Contracting - 7 days - 6/7-6/11

Submittals - 7 days - 6/11-6/18

(manufacturers time) Shop Drawings - 22 days - 6/16-7/7

Mobilize - 5 days - 7/19-7/23

Clearing/Concrete forming - 10 days - 7/26-8/15

Concrete Inspection - 1 day - 8/6-8/6

Pour Concrete - 15 days - 8/9 - 8/24

Lead time for structure - 55 days - 7/7 - 8/30

Erect Structure - 15 days - 9/1 - 9/15

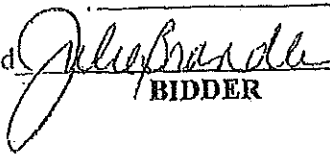
Clean Up - 2 days - 9/15 - 9/17

Finish 9/17/2021

5/28/2021

DATE

Signed



Julie Brandle, President

BIDDER