

CITY OF BROOK PARK, OHIO

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ORDINANCE NO: 11336-2023

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE  
AMENDING ORDINANCE 11233-2021, WHICH AUTHORIZED THE MAYOR TO  
ENTER INTO A CONTRACT WITH CONSTRUCTION RESOURCES, INC. TO  
PREPARE DETAIL DRAWINGS, SPECIFICATIONS, AND BID PACKAGES FOR THE  
NATATORIUM REPAIR, AND A ROOF STUDY  
AND DECLARING AN EMERGENCY

WHEREAS, Construction Resources, Inc., prepared a comprehensive study of the natatorium's roof and walls, which are in need of repair; and

WHEREAS; this Council found that design services are needed to prepare the necessary detail drawings and construction documents for the exterior envelope and to assist with preparing the specifications for the bid packages for the repairs to the natatorium; the services proposed are attached and incorporated as Exhibit "A";

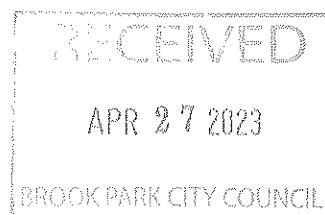
WHEREAS, this Council further finds that a roof study is needed for the overall City Hall building and shall retain Construction Resources, Inc. for said study as proposed in Exhibit "B"; and

WHEREAS, Construction Resources is updating the current plans for the natatorium's roof and walls, a fee of \$4,000.00 has been proposed in addition to the existing \$171,600.00, bringing the total to \$175,600.00, as proposed in Exhibit "C".

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

SECTION 1: The Council for the City of Brook Park authorizes the Mayor to enter into an agreement with Construction Resources, Inc., for the design services proposed in Exhibits "A", "B" and "C".

SECTION 2: The money needed for the aforesaid transaction



shall be paid from fund 401, and shall not exceed \$175,600.00.

**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, and to amend ordinance 11233-2021; 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:

May 14, 2023

M. P. Kenzie  
PRESIDENT OF COUNCIL

ATTEST:

Carol Johnson  
Clerk of Council

APPROVED:

Edward A. Guntt  
MAYOR

**CERTIFICATE**

Carol Johnson, 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. 11336-2023  
passed on the 14 day of May  
20 23 by said council.

Carol Johnson  
Clerk of Council

5/16/23  
DATE

I, Carol Johnson, 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 ordinance/resolutions was made by posting true copies at five of the most public places in said municipality as determined by Ordinance No. 48: 173 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

May 17, 2023  
Carol Johnson  
CAROL JOHNSON  
Clerk of Council

HEREBY APPROVE THE WITHIN  
INSTRUMENT AS TO LEGAL FORM  
AND CORRECTNESS

[Signature]  
DIRECTOR OF LAW

	Yea	Nay
Troyer	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mencini	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Roberts	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Scott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Coyne	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Polindexter	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Salvatore	<input checked="" type="checkbox"/>	<input type="checkbox"/>

CONSTRUCTION RESOURCES, INC.  
33900 Stallion Street  
Solon, OH 44139  
(440) 248-9800 Fax (440) 248-9939

EXHIBIT

## PROPOSAL FOR CONSULTING SERVICES

Page No. 1 of 1 Page

To: Mr. Mark J. Elliott  
Recreation Director  
City of Brook Park  
17400 Holland Road  
Brook Park, OH 44142

SERVICE: Design Service

LOCATION: Natatorium

PHONE: (216) 433-1545

DATE: 11/8/21

We hereby submit the following outline for consulting services:

Upon your acceptance of this proposal, Construction Resources, Inc. will be engaged to prepare detail drawings and construction documents for the exterior envelope repair to the natatorium building segment. Makarich Structural Engineering LLC will assist us in design of the structural components and their fee of \$5,000 is included in the fee stated below. The liability for the work to be contracted lies with the awarded contractor and the manufacturers of the products they install.

We will prepare a draft package of full specifications and drawings for your approval, in keeping with the recommendations made in our recent study report. Subsequent to your approval of the design documents, we will provide a listing of qualified contractors that should be invited to the prebid meeting. We will be present at the prebid meeting to answer appropriate bidder questions and explain the scope of the project. We will assist in reviewing the bids that are submitted to the Client in sealed envelopes and in recommending the bid to accept.

The draft plans and specifications will be reviewed with you within 90 days from acceptance of this proposal and your approval to proceed, weather permitting.

A separate proposal for a field observation and/or contract administration and project meeting service will be submitted, upon your request.

WE PROPOSE hereby to furnish consulting services—complete according to this outline, for the sum of:

One Hundred Thirty Three Thousand and zero/100—dollars (\$133,000.00)

Payable as follows: Net 30 days billing.

The Consultant's services consist of those services done by Construction Resources, Inc., its employees, or outside consultants who may be required to perform the intended scope of work as outlined. The services provided by the Consultant, its findings, or reports prepared will be in accordance with its proposal, Owner's acceptance of these agreements, and generally accepted principles and practices of the industry. In performing its services, the Consultant will use that degree of care and skill ordinarily exercised under similar circumstances by members of its industry. Statements made in reports by the Consultant are opinions based on judgment and are not to be construed as representations of fact. Consultant's liabilities are limited to the total amount of the fee charged to the client.

Authorized signature:

Bud Griffith, President

NOTE: This proposal may be withdrawn by us if not accepted within 10 days.

ACCEPTANCE OF PROPOSAL — The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Date

Signature

Date

11/12/21

**CONSTRUCTION RESOURCES, INC.**

33900 Station Street  
Solon, OH 44139  
(440) 248-9800 Fax (440) 248-9939

**EXHIBIT****"b"****PROPOSAL**

FOR CONSULTING SERVICES

Page No. 1 of 1 Page

To: Mr. Mark J. Elliott  
Recreation Director  
City of Brook Park  
17400 Holland Road  
Brook Park, OH 44142

SERVICE: Roof Study

BUILDING: City Hall overall building

PHONE: (216) 433-1545

DATE: 11/15/21

We hereby submit the following outline for consulting services:

Upon your acceptance of this proposal, Construction Resources, Inc. will be engaged to conduct a study of the remaining low-sloped roof areas on the Brook Park City Hall at large, as defined by the Client. The Client agrees that Construction Resources will be relieved from all responsibility and liability of any warranty or other issues that may be caused by this study. Terik Roofing will assist us and their costs for materials and labor of \$3,600 is included in the fee below.

The Client will offer us copies of all construction documents, submittals, a history of the roof areas, renovations drawings, past study reports, and any other pertinent information that should be shared about the roof systems.

Destructive testing will be done for the roof areas as part of the fieldwork. Our study procedures will include a physical inspection of the roof areas, including the deck underside where the Owner can give us access. The fieldwork will be done on Monday through Friday during the hours of 8AM and 5PM. We will attempt ascertain the condition of the roof system, its components, including walls and projections above roofline. No drawings will be prepared within the study report, but digital photos will be taken and included in the report.

Recommendations for repairs and restoration will be included in the study results, along with costs and budgets to assist in planning future repair or replacement expenditures. The study report will be delivered to you and reviewed. The study will be completed within 90 days from the acceptance of this proposal, weather permitting.

A separate proposal will be made, upon request, for a Phase II (plans and specifications for repairs/replacement work to bid) and a Phase III (contract administration and project meetings of awarded projects) engagement.

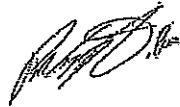
WE PROPOSE hereby to furnish consulting services—complete according to this outline, for the sum of

Thirty Eight Thousand Six Hundred and zero/100—dollars (\$ 38,600.00)

Payable as follows: Net 30 days billing.

The Consultant's services consist of those services done by Construction Resources, Inc., its employees, or outside consultants who may be required to perform the intended scope of work as outlined. The services provided by the Consultant, its findings, or reports prepared will be in accordance with its proposal, Owner's acceptance of these agreements, and generally accepted principles and practices of the industry. In performing its services, the Consultant will use that degree of care and skill ordinarily exercised under similar circumstances by members of its industry. Statements made in reports by the Consultant are opinions based on judgment and are not to be construed as representations of fact. Consultant's liabilities are limited to the total amount of the fee charged to the client.

Authorized signature:



Bud Griffith, President

NOTE: This proposal may be withdrawn by us if not accepted within 10 days.

**ACCEPTANCE OF PROPOSAL**—The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Signature 

Date 11/15/21

11BIT

# CONSTRUCTION RESOURCES, INC.

33900 Station Street

Solon, OH 44139

(440) 248-9800 Fax (440) 248-9939

## PROPOSAL

FOR CONSULTING SERVICES

Page No. 1 of 1 Page

To: Mr. Andres Gonzalez, Jr.  
Director of Recreation  
City of Brook Park  
17400 Holland Road  
Brook Park, OH 44142

SERVICE: Completion of Design Services

LOCATION: Natatorium

PHONE: (216) 433-1545

DATE: 1/25/23

We hereby submit the following outline for consulting services:

Upon your acceptance of this proposal, Construction Resources, Inc. will be engaged to finalize preparation of the detail drawings and construction documents for the exterior envelope repair to the natatorium building segment. Makarich Structural Engineering LLC will assist us in design finalization of the structural components and their fee of \$1,000 is included in the fee stated below. The City acknowledges by acceptance of this proposal that the liability for the work to be contracted lies with the awarded contractor and the manufacturers of the products they install.

In our phone call today, you said the City wants the envelope designed for a functioning natatorium in the future; that all conduits, light fixtures, etc. are to be removed and discarded in the scope of work; the City wants the new roof deck to be acoustical in design; that the waterpark will be open this summer so the Contactor will need to fence off the work area and take steps to keep the patrons safe; the employee parking lot and entrance will be closed for the project's duration; the City will acknowledge that the roof over the locker rooms, hot tub, sauna, etc. is not part of this scope of work; the City will acknowledge that the West PUF roof at the base of the natatorium walls will not be dealt with by CRI and leaks at the wall base is not the responsibility of the project's scope of work.

You will need to assist us in arranging the West Roofing scope of work for protecting the PUF roof, which will get incorporated into the scope of work and the Prime Contactor will need to engage West Roofing to deal with this issue.

We will prepare a draft package of full specifications and drawings for your approval, in keeping with the recommendations made in our past study report. The project estimate of \$3,103,000 will be updated when final design is complete and shared with the City. Subsequent to your approval of the design documents, we will provide a listing of qualified contractors that should be invited to the prebid meeting. We will be present at the prebid meeting to answer appropriate bidder questions and explain the scope of the project. We will assist in reviewing the bids that are submitted to the Client in sealed envelopes and in recommending the bid to accept.

The finalized plans and specifications will be reviewed with you within 60 days from acceptance of this proposal and your approval to proceed, weather permitting.

A separate proposal for a field observation and/or contract administration and project meeting service will be submitted, upon your request.

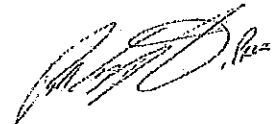
WE PROPOSE hereby to furnish consulting services—complete according to this outline, for the sum of:

Four Thousand and zero/100-----dollars (\$4,000.00)

Payable as follows: Net 30 days billing.

The Consultant's services consist of those services done by Construction Resources, Inc., its employees, or outside consultants who may be required to perform the intended scope of work as outlined. The services provided by the Consultant, its findings, or reports prepared will be in accordance with its proposal, Owner's acceptance of these agreements, and generally accepted principles and practices of the industry. In performing its services, the Consultant will use that degree of care and skill ordinarily exercised under similar circumstances by members of its industry. Statements made in reports by the Consultant are opinions based on Judgment and are not to be construed as representations of fact. Consultant's liabilities are limited to the total amount of the fee charged to the client.

Authorized signature:



Bud Griffith, President

NOTE: This proposal may be withdrawn by us if not accepted within 10 days.

**ACCEPTANCE OF PROPOSAL** -- The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_