

CITY OF *Beachwood*

BEACHWOOD CITY COUNCIL MEETING
MONDAY, MAY 6, 2024, 7:00 PM
AT BEACHWOOD CITY HALL, COUNCIL CHAMBERS,
25325 FAIRMOUNT BOULEVARD, BEACHWOOD, OHIO 44122

Agenda

-Pledge of Allegiance to the Flag of the United States of America-

1. Roll Call
2. Reports
 - a. Mayor
 - b. Council Member (non-agenda items)
 - c. Department Directors
3. Citizen's Remarks (**City Council limits Citizen's Remarks to five (5) minutes each for a maximum of thirty (30) minutes unless so extended at the discretion of the President or a majority of Council per Council Rules of Procedure, Section 7, Rule 7.2)**)
4. Public Hearing
An Ordinance Rezoning 2463 Green Road, Beachwood, Ohio 44122 PPN# 741-09-005, 2479 Green Road, Beachwood, Ohio 44122 PPN# 741-09-051, 2475 Green Road, Beachwood, Ohio PPN# 741-09-064, 25222 Fairmount Boulevard, Beachwood, Ohio PPN # 741-22-008, subplot 281 Peshurst Drive, Beachwood, Ohio PPN # 741-14-100, and subplots 156 & 157 Letchworth Road, Beachwood Ohio PPN # 742-13-030 And 742-13-029 From U-1 Single Family Residential District To U-5 Public and Institutional District
5. Approval of Minutes (consent agenda):
Legal & Personnel Committee Meeting held on April 15, 2024
Committee of the Whole held on April 16, 2024
Legal & Personnel Committee Meeting held on April 16, 2024
Regular Council Meeting held on April 15, 2024
Special Council Meeting held on April 18, 2024

Old Business

1. 2024-22

An Ordinance Rezoning 2463 Green Road, Beachwood, Ohio 44122 PPN# 741-09-005, 2479 Green Road, Beachwood, Ohio 44122 PPN# 741-09-051, 2475 Green Road, Beachwood, Ohio PPN# 741-09-064, 25222 Fairmount Boulevard, Beachwood, Ohio PPN # 741-22-008, subplot 281 Penshurst Drive, Beachwood, Ohio PPN # 741-14-100, and subplots 156 & 157 Letchworth Road, Beachwood Ohio PPN # 742-13-030 And 742-13-029 From U-1 Single Family Residential District To U-5 Public and Institutional District

Placed on First Reading and Referred to Planning and Zoning Commission: February 5, 2024

Referred back to Council from Planning and Zoning Commission: February 29, 2024

Placed on Second Reading and Referred to a Public Hearing: March 18, 2024

Public Hearing held on: May 6, 2024

Place on Third and Final Reading and Adopted:

New Business

Ordinances

1. 2024-51

An Ordinance authorizing and directing the payment of certain claims (Bills) for professional and other services; and declaring this to be an urgent measure

2. 2024-52

An Ordinance agreeing to adjust the Boundaries between the City of Beachwood, Ohio and Orange Village, Ohio pursuant to Ohio Revised Code Section 709.37, designating the Zoning District of the New Territory

3. 2024-53

An Ordinance amending Schedule D of the Administrative Salary Ordinance; and declaring this to be an urgent measure

Resolutions

1. 2024-6

A Resolution to accept the Collective Bargaining Agreement in the matter of the City of Beachwood, Ohio and the Fraternal Order of Police, Beachwood Lodge 86 (Sergeants & Lieutenants); and declaring this to be an urgent measure

2. 2024-7

A Resolution accepting a Certain Bid from the Ruhlin Company for the installation of a Rectangular Rapid Flashing Beacon (RRFB); and declaring this to be an urgent measure

3. 2024-8

A Resolution Accepting a Certain Bid from Tri-Mor Corp. for the 2024 Road Program Phase I; and declaring this to be an urgent measure

Resolutions (continued)

4. 2024-9

A Resolution authorizing a Contract with SuperGames for the Rental of Inflatables and Other Associated Equipment for the 2024 City of Beachwood Fall Festival; and declaring this to be an urgent measure

5. 2024-10

A Resolution approving the Cuyahoga County 9-1-1 Plan as adopted by the Cuyahoga County 9-1-1 Program Review Committee; and declaring this to be an urgent measure

6. 2024-11

A Resolution selecting Mayor Holzheimer-Gail, as the Mayor of the City of Euclid in Cuyahoga County, to serve as a Member of the Cuyahoga County 9-1-1 Program Review Committee; and declaring this to be an urgent measure

Any other matters coming before City Council

Adjournment

Next Regular Council Meeting will be held on: Monday, May 20, 2024 at 7 PM in Council Chambers. For all updates regarding Council Meetings, please visit: www.BeachwoodOhio.com

**Council Members: Alec Isaacson – Council President
Danielle Shoykhet – Council Vice-President
Jillian DeLong, Joshua Mintz,
Ali B. Stern, Eric Synenberg, June E. Taylor
Clerk of Council: Whitney M. Crook, MMC**

**Pursuant to Ordinance Number 2020-78 Council has determined that the Video Recording of the meetings shall stand as the official Minutes of its Body, its Committees, and those of the Planning and Zoning Commission.
A written synopsis of all agenda items and votes shall also be promptly prepared and kept.**

PUBLIC HEARING NOTICE

Notice is hereby given that on Monday, May 6, 2024, during the Regularly Scheduled City Council Meeting, a Public Hearing will be held regarding proposed Rezoning 2463 Green Road, Beachwood, Ohio 44122 PPN# 741-09-005, 2479 Green Road, Beachwood, Ohio 44122 PPN# 741-09-051, 2475 Green Road, Beachwood, Ohio PPN# 741- 09-064, 25222 Fairmount Boulevard, Beachwood, Ohio PPN # 741-22-008, subplot 281 Penshurst Drive, Beachwood, Ohio PPN # 741-14-100, and subplots 156 & 157 Letchworth Road, Beachwood Ohio PPN # 742-13-030 And 742-13-029 From U-1 Single Family Residential District To U-5 Public and Institutional District, of the City of Beachwood, Ohio Planning and Zoning Code.

This Public Hearing will be held at City of Beachwood, 25325 Fairmount Boulevard, Council Chambers, Beachwood, Ohio 44122.

The proposed Ordinance is on file and available for public inspection in the Office of the Clerk of Council, 25325 Fairmount Boulevard, Beachwood, Ohio 44122, Monday through Friday, 8:30 A.M. to 4:30 P.M. The Ordinance can also be viewed on the City of Beachwood website at: <https://beachwoodohio.com/AgendaCenter>.

By order of the Council of the City of Beachwood on March 18, 2024.

Whitney M. Crook
Clerk of Council
City of Beachwood

Dates for Advertisement of Public Hearing in Sun News: March 28, 2024, April 4, 2024, April 11, 2024, April 18, 2024, April 25, 2024 and May 2, 2024



BEACHWOOD CITY COUNCIL
LEGAL AND PERSONNEL COMMITTEE MEETING MINUTES
MONDAY, APRIL 15, 2024, 5:30 PM
at BEACHWOOD CITY HALL, CONFERENCE ROOM A,
25325 Fairmount Boulevard, Beachwood, Ohio 44122

Called to order at 7:08 PM by Chairman Eric Synenberg

Eric Synenberg
Alec Isaacson
Danielle Shoykhet
June E. Taylor

Roll Call

Present – Mr. Isaacson, Ms. Shoykhet Mr. Synenberg, Ms. Taylor
Others Present – Mayor Berns, Ms. DeLong, Mr. Mintz, Ms. Stern

Agenda Items

- 1. Mayor's Report
- 2. Executive Session discussion regarding Certain Personnel Matters -
Law Director Interviews

Moved by E. Synenberg, seconded by A. Isaacson, at 5:36 P.M. to enter Executive Session.

ROLL CALL: Yes: Mr. Isaacson, Ms. Shoykhet, Mr. Synenberg, Ms. Taylor
No: None
Abstain: None
Not Voting: None

Back on the Record at 7:05 P.M.

Moved by E. Synenberg, seconded by A. Isaacson, at 7:06 P.M. to adjourn Executive Session.

ROLL CALL: Yes: Mr. Isaacson, Ms. Shoykhet, Mr. Synenberg, Ms. Taylor
No: None
Abstain: None
Not Voting: None

- 3. Any other matters coming before the Legal and Personnel Committee
None.

Adjournment

Motion to Adjourn - Moved by: E. Synenberg, Seconded by A. Isaacson

Yays: 4

Nays: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

Adjourn to the next Regular City Council Meeting at 7:06 PM

Clerk

Mayor

Pursuant to Ordinance Number 2020-78 Council has determined that the Video Recording of the meetings shall stand as the official Minutes of its Body, its Committees, and those of the Planning and Zoning Commission.

A written synopsis of all agenda items and votes shall also be promptly prepared and kept.



BEACHWOOD CITY COUNCIL
LEGAL AND PERSONNEL COMMITTEE MEETING MINUTES
TUESDAY, APRIL 16, 2024, 5:30 PM
at BEACHWOOD CITY HALL, CONFERENCE ROOM A,
25325 Fairmount Boulevard, Beachwood, Ohio 44122

Called to order at 6:39 PM by Chairman Eric Synenberg

Eric Synenberg
Alec Isaacson
Danielle Shoykhet
June E. Taylor

Roll Call

Present – Mr. Isaacson, Ms. Shoykhet Mr. Synenberg, Ms. Taylor
Others Present – Mayor Berns, Ms. Crook, Ms. DeLong, Mr. Mintz, Ms. Stern,

Agenda Items

- 1. Mayor's Report
- 2. Executive Session discussion regarding Certain Personnel Matters -
Employment and Compensation for the position of Director of Law

Moved by A. Isaacson, seconded by E. Synenberg, at 6:40 P.M. to enter Executive Session.

ROLL CALL: Yes: Mr. Isaacson, Ms. Shoykhet, Mr. Synenberg, Ms. Taylor
No: None
Abstain: None
Not Voting: None

Back on the Record at 7:27 P.M.

Moved by E. Synenberg, seconded by A. Isaacson, at 7:27 P.M. to adjourn Executive Session.

ROLL CALL: Yes: Mr. Isaacson, Ms. Shoykhet, Mr. Synenberg, Ms. Taylor
No: None
Abstain: None
Not Voting: None

- 3. Any other matters coming before the Legal and Personnel Committee
None.

Adjournment

Motion to Adjourn - Moved by: E. Synenberg, Seconded by A. Isaacson

Yays: 4

Nays: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

Adjourn to the next Regular City Council Meeting at 7:38 PM

Clerk

Mayor

Pursuant to Ordinance Number 2020-78 Council has determined that the Video Recording of the meetings shall stand as the official Minutes of its Body, its Committees, and those of the Planning and Zoning Commission.

A written synopsis of all agenda items and votes shall also be promptly prepared and kept.



**BEACHWOOD CITY COUNCIL COMMITTEE OF THE
WHOLE MEETING MINUTES
TUESDAY, APRIL 16, 2024, 6:00 PM
at BEACHWOOD CITY HALL, CONFERENCE ROOM A,**

25325 Fairmount Boulevard, Beachwood, Ohio 44122

Called to order at 6:03 PM by Council President Alec Isaacson

Roll Call

Present – Alec Isaacson, Jillian DeLong, Danielle Shoykhet, Ali Stern, Eric Synenberg

Absent – J. Mintz, J. Taylor

Others Present – Mayor Justin Berns, Chris Arrietta, Brian Roenigk, Tina Turick

1. Mayor's Report

None.

2. Residential Lighting Update

Ms. Shoykhet introduced this item and gave a project update.

The Administration reviewed the outline presented and discussed a tentative timeline.

The Committee was then permitted to ask questions and provide suggestions.

The Committee then discussed with Mr. Roenigk his plan to make sure the public is aware of the residential lighting pilot program.

The outline is attached hereto for the official record.

3. Any other matters coming before the Committee of the Whole

None.

Adjournment

Motion to Adjourn - Moved by: A. Isaacson, Seconded by A. Stern

Yes: 5

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

Adjourn to the next Regular City Council Meeting at 6:37 PM

Clerk

Mayor

**Pursuant to Ordinance Number 2020-78 Council has determined that the Video Recording of the meetings shall stand as the official Minutes of its Body, its Committees, and those of the Planning and Zoning Commission.
A written synopsis of all agenda items and votes shall also be promptly prepared and kept**

CITY OF *Beachwood*

**BEACHWOOD CITY COUNCIL MEETING MINUTES
MONDAY, APRIL 15, 2024, 7:00 PM
AT BEACHWOOD CITY HALL, COUNCIL CHAMBERS,
25325 FAIRMOUNT BOULEVARD, BEACHWOOD, OHIO 44122**

Called to order at 7:08 PM by Council President Alec Isaacson

-Pledge of Allegiance to the Flag of the United States of America-

1. Roll Call

Present – Ms. DeLong, Mr. Isaacson, Mr. Mintz, Ms. Shoykhet, Ms. Stern, Mr. Synenberg, Ms. Taylor

Absent – None

Others Present – Mayor Berns, Mr. Arrietta, Assistant Fire Chief Domonkos, Mr. Heiser, Mr. Hunt, Deputy Police Chief Resek, Mr. Roenigk, Mr. Rose, Mr. Schroeder, Ms. Turick

2. Reports

a. Mayor

Mayor Berns thanked all City Employees who were involved in the Eclipse event and thanked Mr. Heiser and Mr. Rose for attending the event.

b. Council Member (non-agenda items)

Mr. Isaacson thanked the Recreation Department and all those involved in the Eclipse event.

Mr. Synenberg echoes Mr. Isaacson's remarks regarding the Eclipse. Mr. Synenberg then discussed the Walk for Their Lives event that was recently held on April 7. He thanked the Police, Fire and the other Safety Services for all of their help with this event.

Ms. Stern thanked the Mayor for making remarks at the event that Mr. Synenberg had discussed. Ms. Stern also discussed the importance of community and the correlation it has with Mental Health.

c. Department Directors

Ms. Bieterman gave an Economic Development update.

Deputy Police Chief Resek discussed the two drones that were recently purchased by the City and a few other items recently purchased including a trailer camera and talked about how they were recently deployed for the Eclipse event.

Mr. Heiser responded to Citizen's Remarks from the previous meeting.

Mr. Rose gave an Audit update.

Assistant Fire Chief Domonkos discussed that AED's are out at key spots throughout the City including at the Pickleball Courts.

Mr. Arrietta gave a Public Works update and discussed the City's new composting program.

3. Citizen's Remarks (**City Council limits Citizen's Remarks to five (5) minutes each for a maximum of thirty (30) minutes unless so extended at the discretion of the President or a majority of Council per Council Rules of Procedure, Section 7, Rule 7.2)**

Jeremy Ginsberg
Mr. Ginsberg made remarks.

Esther Kahn
Ms. Kahn made remarks.

4. Approval of Minutes
Regular Council Meeting held on April 1, 2024

Moved by: A. Isaacson, Seconded by: D. Shoykhet

Voice Vote

On the Approval:

Yes: 7

No: 0

Abstain: 0

Not Voting: 0

New Business

Ordinances

1. 2024-48

An Ordinance authorizing and directing the payment of certain claims (Bills) for professional and other services; and declaring this to be an urgent measure

Moved by: J. DeLong, Seconded by: J. Mintz

Voice Vote

On the Suspension:

Yes: 7
No: 0
Abstain: 0
Not Voting: 0
MOTION ADOPTED

Voice Vote

On the Adoption:

Yes: 7
No: 0
Abstain: 0
Not Voting: 0
MOTION ADOPTED

2. 2024-47

An Ordinance authorizing a Convenience Fee for all Credit and Debit Card Transactions in the Building Department; and declaring this to be an urgent measure

Moved by: D. Shoykhet, Seconded by: A. Stern

Voice Vote

On the Suspension:

Yes: 7
No: 0
Abstain: 0
Not Voting: 0
MOTION ADOPTED

Voice Vote

On the Adoption:

Yes: 7
No: 0
Abstain: 0
Not Voting: 0
MOTION ADOPTED

Motions

A Motion Authorizing the Clerk of Council to advertise for Bids for the replacement of the 3-Meter Diving Board at the Beachwood Family Aquatic Center per BCO 121.09 and ORC 7.16

Moved by: J. Mintz, Seconded by: A. Isaacson

Voice Vote

On the Adoption:

Yes: 7

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

A Motion Authorizing the Clerk of Council to advertise for Bids for the 2024 Road Program - Phase 2 per BCO 121.09 and ORC 7.16

Moved by: A. Stern, Seconded by: J. Taylor

Voice Vote

On the Adoption:

Yes: 7

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

Any other matters coming before City Council

None.

Adjournment

Motion to Adjourn - Moved by: J. Taylor, Seconded by: J. Mintz

Yes: 7

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

Adjourn to the next Regular City Council Meeting at 7:52 PM

Approved:

Clerk

Mayor

Next Regular Council Meeting will be held on: Monday, May 6, 2024 at 7 PM in Council Chambers. For all updates regarding Council Meetings, please visit: www.BeachwoodOhio.com

**Council Members: Alec Isaacson – Council President
Danielle Shoykhet – Council Vice-President
Jillian DeLong, Joshua Mintz,
Ali B. Stern, Eric Synenberg, June E. Taylor
Clerk of Council: Whitney M. Crook, MMC**

CITY OF *Beachwood*

**BEACHWOOD SPECIAL CITY COUNCIL MEETING MINUTES
THURSDAY, APRIL 18, 2024, 8:05 AM
AT BEACHWOOD CITY HALL, COUNCIL CHAMBERS,
25325 FAIRMOUNT BOULEVARD, BEACHWOOD, OHIO 44122**

Called to order at 8:05 AM by Council President Alec Isaacson

-Pledge of Allegiance to the Flag of the United States of America-

1. Roll Call
Present – Ms. DeLong, Mr. Isaacson, Mr. Mintz, Ms. Shoykhet, Ms. Stern, Mr. Synenberg,
Ms. Taylor
Absent – None
2. Reports
 - a. Mayor
None.
3. Citizen’s Remarks (**City Council limits Citizen’s Remarks to five (5) minutes each for a maximum of thirty (30) minutes unless so extended at the discretion of the President or a majority of Council per Council Rules of Procedure, Section 7, Rule 7.2)**
None.

New Business

Ordinances

1. 2024-50

An Ordinance appointing the Law Firm of Roetzel & Andress LPA and Attorney R. Todd Hunt as Law Director for the City of Beachwood, Ohio; and declaring this to be an urgent measure

Moved by: E. Synenberg, Seconded by: A. Isaacson

Voice Vote

On the Suspension:

Yes: 7
No: 0
Abstain: 0
Not Voting: 0
MOTION ADOPTED

Voice Vote

On the Adoption:

Yes: 7
No: 0
Abstain: 0
Not Voting: 0
MOTION ADOPTED

Any other matters coming before City Council

None.

Adjournment

Motion to Adjourn - Moved by: A. Isaacson, Seconded by: J. Taylor

Yes: 7

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

Adjourn to the next Regular City Council Meeting at 8:09 AM

Approved:

Clerk

Mayor

Next Regular Council Meeting will be held on: Monday, May 6, 2024 at 7 PM in Council Chambers. For all updates regarding Council Meetings, please visit: www.BeachwoodOhio.com

**Council Members: Alec Isaacson – Council President
Danielle Shoykhet – Council Vice-President
Jillian DeLong, Joshua Mintz,
Ali B. Stern, Eric Synenberg, June E. Taylor
Clerk of Council: Whitney M. Crook, MMC**

P.O. Box 3163
Cuyahoga Falls, Ohio 44223
Ph: 440-725-1886
geosmerigan@gmail.com

TO: Justin Berns, Mayor
Beachwood City Council

FROM: George Smerigan, City Planner

DATE: January 11, 2024

RE: **Request for Legislation**



As the final step to complete the City’s program to update the U-5 Public and Institutional District, I am requesting legislation to rezone seven (7) parcels of land that are developed with institutional uses from their current U-1 Single Family Residential District classification to U-5 Public and Institutional District. Three (3) of those properties and their respective uses are operating under use variances granted in 1998 which contain standards that are substantially more restrictive than the current U-5 Public and Institutional District regulations. There is no reason those three institutional uses should be placed at an operational disadvantage compared to all of the other institutional uses in the City. The use on the fourth property is currently designated a non-conforming use in the U-1 Single Family Residential District. That status makes special approvals necessary for any changes, even very minor changes, to their use or facilities. The non-conforming status also places the property at some risk for rebuilding in the event of a catastrophe. The other three (3) properties are owned by the Beachwood Board of Education and are proposed to be incorporated into the overall site plan two (2) new elementary schools.

In order to address those issues, and to achieve the City’s intent that all institutional uses are classified in the U-5 Public and Institutional District; I am requesting that legislation be prepared and introduced at the February 5th City Council meeting to rezone the following parcels from U-1 Single Family Residential District to U-5 Public and Institutional District:

- 2463 Green Road
PP# 741-09-005
3.3 Acres

Justin Berns, Mayor
Beachwood City Council
Request for Legislation
January 4, 2024
Page 2

- 2479 Green Road
PP# 741-09-051
3.0 Acres
- 2475 Green Road
PP# 741-09-064
5.7 Acres
- 25222 Fairmount Boulevard
PP# 741-22-008
1.75 Acres
- Sublot 281 Penshurst Drive
PP# 741-14-100
1.05 Acres
- Sublots 156 & 157 Letchworth Road
PP# 742-13-030
PP# 742-13-029
0.79 Acres

These Zoning Map amendments would reclassify approximately 15.59 acres of land from the U-1 Single Family Residential District to the U-5 Public and Institutional District.

By introducing the legislation at the February 5th City Council meeting, it could be referred to the Planning and Zoning Commission for a recommendation at the Commission's February 29th meeting and return to Council in March for scheduling of the required public hearing.

cc: Todd Hunt, Law Director
Brian Roenigk, Building Commissioner
Whitney Crook, Clerk of Council

INTRODUCED BY:

AMENDED ORDINANCE NO. 2024-22

AN ORDINANCE REZONING 2463 GREEN ROAD, BEACHWOOD, OHIO 44122 PPN# 741-09-005, 2479 GREEN ROAD, BEACHWOOD, OHIO 44122 PPN# 741-09-051, 2475 GREEN ROAD, BEACHWOOD, OHIO PPN# 741-09-064, 25222 FAIRMOUNT BOULEVARD, BEACHWOOD, OHIO PPN # 741-22-008, SUBPLOT 281 PENSURST DRIVE, BEACHWOOD, OHIO PPN # 741-14-100, AND SUBPLOTS 156 & 157 LETCHWORTH ROAD, BEACHWOOD OHIO PPN # 742-13-030 AND 742-13-029 FROM U-1 SINGLE FAMILY RESIDENTIAL DISTRICT TO U-5 PUBLIC AND INSTITUTIONAL DISTRICT

WHEREAS, the City Planner has requested the rezoning of 2463 Green Road, Beachwood, Ohio 44122 PPN# 741-09-005, 2479 Green Road, Beachwood, Ohio 44122 PPN# 741-09-051, 2475 Green Road, Beachwood, Ohio PPN# 741-09-064, 25222 Fairmount Boulevard, Beachwood, Ohio PPN # 741-22-008, subplot 281 Penshurst Drive, Beachwood, Ohio PPN # 741-14-100, and subplots 156 & 157 Letchworth Road, Beachwood Ohio PPN # 742-13-030 And 742-13-029 From U-1 Single Family Residential District To U-5 Public and Institutional District; and

WHEREAS, Council referred said requested Rezoning to its Planning and Zoning Commission for study and a report and recommendation in accordance with BCO 1107.01 on February 5, 2024.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Beachwood, County of Cuyahoga, and State of Ohio, that:

Section 1: The Council of the City of Beachwood, having received a request for the rezoning of 2463 Green Road, Beachwood, Ohio 44122 PPN# 741-09-005, 2479 Green Road, Beachwood, Ohio 44122 PPN# 741-09-051, 2475 Green Road, Beachwood, Ohio PPN# 741-09-064, 25222 Fairmount Boulevard, Beachwood, Ohio PPN # 741-22-008, subplot 281 Penshurst Drive, Beachwood, Ohio PPN # 741-14-100, and subplots 156 & 157 Letchworth Road, Beachwood Ohio PPN # 742-13-030 And 742-13-029 From U-1 Single Family Residential District To U-5 Public and Institutional District, placed this issue and said Rezoning on first reading, and referred the proposed to the Planning and Zoning Commission for its report and recommendation.

Council is in receipt of the recommendation of the Planning and Zoning Commission on the issue of rezoning of 2463 Green Road, Beachwood, Ohio 44122 PPN# 741-09-005, 2479 Green Road, Beachwood, Ohio 44122 PPN# 741-09-051, 2475 Green Road, Beachwood, Ohio PPN# 741-09-064, 25222 Fairmount Boulevard, Beachwood, Ohio PPN # 741-22-008, subplot 281 Penshurst Drive, Beachwood, Ohio PPN # 741-14-100, and subplots 156 & 157 Letchworth Road, Beachwood Ohio PPN # 742-13-030 And 742-13-029 From U-1 Single Family Residential District To U-5 Public and Institutional District and has set said rezoning for Public Hearing held on May 6, 2024.

This Ordinance shall be read by Council on three separate occasions and its passage shall cause the Proposed Rezoning to become effective upon operation of the law.

Section 2: It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

WHEREFORE, this Ordinance shall be in full force and effect from and after the earliest date permitted by law.

Attest: I hereby certify this legislation was duly adopted on the ____ day of _____, 2024 and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the ____ day of _____, 2024.

Clerk

Approval: I have approved this legislation this ____ day of _____, 2024 and filed it with the Clerk.

Mayor

Placed on First Reading and Referred to Planning and Zoning Commission: February 5, 2024

Referred back to Council from Planning and Zoning Commission: February 29, 2024

Placed on Second Reading and Referred to a Public Hearing: March 18, 2024

Public Hearing held on: May 6, 2024

Placed on Third and Final Reading and Adopted: May 6, 2024

CITY OF Beachwood

JUSTIN B. BERNIS, MAYOR

ZONING MAP

SHOWING ALL AMENDMENTS TO AND INCLUDING ORDINANCE No. 2002-187 ADOPTED BY THE COUNCIL OF THE CITY OF BEACHWOOD, OHIO.
APPROVED BY THE PLANNING COMMISSION OF THE CITY OF BEACHWOOD, OHIO.
MAP UPDATE OCTOBER 28, 2004.

Map Revised 2023

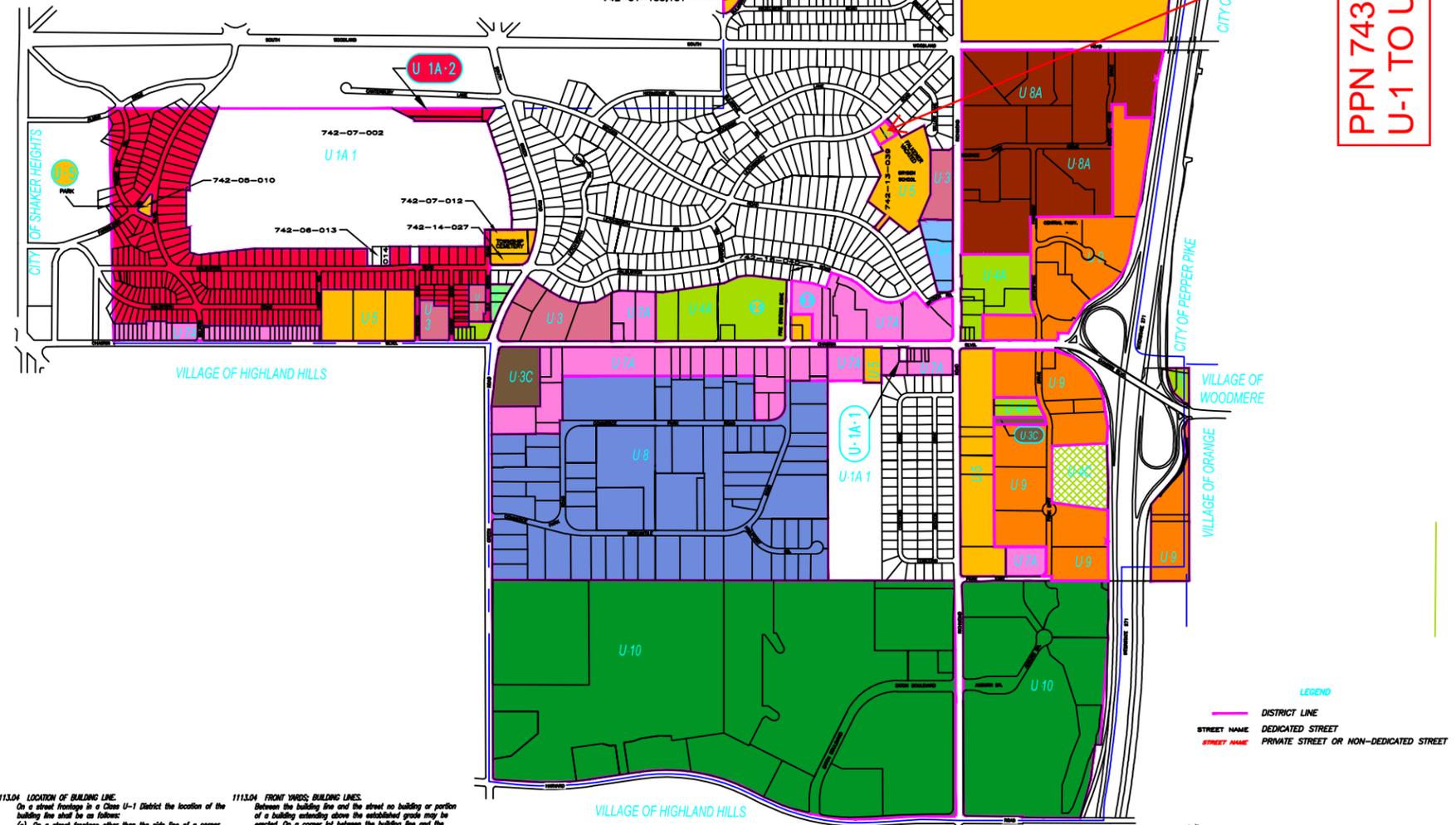
PPN'S
741-09-005, 051 &
064 U-1 TO U05

PPN 741-14-100
U-1 TO U-5

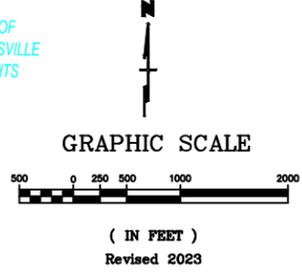
PPN 741-22-008
U-1 TO U-5

PPN 743-13-029, 030
U-1 TO U-5

CLASS USE / AREA	DISTRICT	MINIMUM LOT AREA, SQ. FT.	SETBACK FT.	MINIMUM FRONT YARD SETBACK FT.	MINIMUM SIDE YARD SETBACK FT.	MINIMUM REAR YARD SETBACK FT.	PARKING
U-1A-1	SINGLE FAMILY	FLUDD	SEE NOTES ON MAP	35			
U-1A-2	SINGLE FAMILY	FLUDD	SEE NOTES ON MAP	35			
U-2	MULTIPLE FAMILY	VARIES	75	25	25	2/AMT	
U-3A	ATTACHED SINGLE FAMILY	10 ACRES	50	200	25	3/AMT	
U-3	APARTMENT HOUSE	VARIES	50	35	35	2/AMT	
U-3A	HIGH RISE APARTMENT	7 ACRES	80 MIN.	200	100	2/AMT	
U-3B	SINGLE APARTMENT & LONG TERM CARE DISTRICT	10 ACRES	FACEBOOK OR EQUIVALENT	200	40	VARIES	
U-4A	INTERMEDIATE BUSINESS	5 ACRES	100	200	25	VARIES	
U-4B	SHOPPING CENTER	300	200	2 STORES	1/50 SALES AREA		
U-5	INTEGRATED MIXED USE DISTRICT	VARIES	25	400	75	VARIES	
U-6	PUBLIC AND INSTITUTIONAL	3 ACRES	75	250	40	VARIES	
U-7A	GENERAL OFFICE (MEDICAL OFFICES REFER TO ORDINANCE)	1 ACRE	75	200	35	VARIES	
U-8	STORAGE AND MANUFACTURING	1 ACRE	2-ACRES-100	400	35	VARIES	
U-8A	OFFICE BUILDING AND RESEARCH	2 ACRES	FACEBOOK OR EQUIVALENT	150 - 200	35 ON 2 STORES	VARIES	
U-9	INDUSTRIAL SERVICE	VARIES	VARIES	VARIES	60	VARIES	
U-10	PLANNED MIXED USE DEVELOPMENT DISTRICT	SEE NOTES ON MAP					
U-3C	PLANNED MULTI-FAMILY RESIDENTIAL DISTRICT	7 ACRES	40	800	65	1.5/AMT	



LEGEND
DISTRICT LINE
STREET NAME DEDICATED STREET
STREET NAME PRIVATE STREET OR NON-DEDICATED STREET



PREPARED BY:
GPD GROUP
GPD GROUP, Inc.
100 South Main Street, Suite 300
Akron, OH 44311
330.512.2700 Fax 330.512.2303
Copyright © 2023 by GPD Group, Inc.

U-1A 1
U-1A 2

1113.04 LOCATION OF BUILDING LINE.
On a street frontage in a Class U-1 District the location of the building line shall be as follows:
(a) On a street frontage other than the side line of a corner lot, the distance of the building line back from the street right-of-way line shall be twenty percent (20%) of the average depth of the lot or thirty-five (35) feet, whichever is greater.
(b) In a Class U-1 District along the side line of a corner lot, the distance of the building back from the street right-of-way line shall be twenty percent (20%) of the average width of such lot or twenty (20) feet, whichever is greater.

1113.04 FRONT YARDS, BUILDING LINES.
Between the building line and the street no building or portion of a building extending above the established grade may be erected. On a corner lot between the building line and the street line, and within the triangular space included between the street line, for a distance of twenty-five feet from their point of intersection, no fence or other structure more than three feet in height above the plane of the established grade shall hereafter be erected, and no shrubs or foliage shall be maintained that, in the judgment of the Building Commissioner, will materially obstruct the view of a driver of a vehicle approaching the intersection and within seventy-five feet of the center of such intersection, or approaching cross traffic which seventy-five feet of the center of such intersection.

U-10

Permitted uses in this U-10 District shall include the following uses with the standards set forth in this chapter or incorporated by reference:
(1) Class P-1 (U-1A Retail).
(2) Class P-2 (U-7A Office Building).
(3) Class P-3 (U-8A "Flex" Space).
(4) Class P-4 (U-9 Hotel, Gas Station or restaurant).
(5) Class P-5.
(6) Class P-6.

Not more than twenty percent of the lot area shall be used for any one of the following uses:
1. Signs.
2. Signs.
3. Signs.
4. Signs.
5. Signs.
6. Signs.

Not more than twenty percent of the lot area shall be used for any one of the following uses:
1. Signs.
2. Signs.
3. Signs.
4. Signs.
5. Signs.
6. Signs.

Not more than twenty percent of the lot area shall be used for any one of the following uses:
1. Signs.
2. Signs.
3. Signs.
4. Signs.
5. Signs.
6. Signs.

AN ORDINANCE AUTHORIZING AND DIRECTING THE PAYMENT OF CERTAIN CLAIMS (BILLS) FOR PROFESSIONAL AND OTHER SERVICES; AND DECLARING THIS TO BE AN URGENT MEASURE

BE IT ORDAINED by the Council of the City of Beachwood, State of Ohio, that the Director of Finance is hereby authorized and directed to issue his respective warrants for the following claims, to wit:

Section 1:

For Supplies and Services	May 6th, 2024	\$ 60,368.88
GPD	Engineering Services	\$ 31,456.13
Squire Patton Boggs	Legal Services	\$ 990.00
Michael Wildermuth	Building Department	\$793.25
Paul Kowalczyk	Building Department	\$835.00
Roetzel	Legal Services	\$26,294.50

Section 2: It is found and determined that all formal actions and deliberation of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

Section 3: This Ordinance is hereby declared an urgent measure immediately necessary for the public peace, health or safety or the efficient operation of the City; and for the further reason that it is necessary to approve said item and/or services available for use at the earliest possible time, to serve the City of Beachwood and its citizens.

WHEREFORE, this Ordinance shall be in full force and effect from and after the earliest date permitted by law.

Attest: I hereby certify that this legislation was duly adopted on the 6th day of May 2024 and presented to the Mayor.

Clerk

Approval: I have approved this legislation this 7th day of May 2024 and filed it with the Clerk.

Mayor

Summary of Engineering Invoices
May 6, 2024 Professional Service Ordinance

Invoice #	Invoice Date	Original Amount	Adjustment	Payment Amount	Fund	Billed	Out	2024	2023	2022
								ENCUMBRANCES		
2024119.01-3	4/12/2024	\$1,978.75	\$0.00	\$1,978.75	General			X		
2024119.03-2	4/12/2024	\$2,070.00	\$0.00	\$2,070.00	General			X		
2023119.02-13	4/12/2024	\$508.00	\$0.00	\$508.00	Capital				X	
2023119.10-6	4/12/2024	\$2,049.50	\$0.00	\$2,049.50	Capital			X		
2024120.02-3	4/12/2024	\$2,748.38	\$0.00	\$2,748.38	Deposits	Beachwood Schools		X		
2023120.03-3	4/12/2024	\$56.88	\$0.00	\$56.88	General			X		
2022119.04-16	4/12/2024	\$10,039.25	\$0.00	\$10,039.25	Capital					X
2024119.90-3	4/12/2024	\$3,622.75	\$0.00	\$3,622.75	General			X		
2021119.91-34	4/12/2024	\$11,131.00	\$0.00	\$11,131.00	Capital				X	

Total To Pay \$34,204.51

Total Capital Fund	\$23,727.75
Total General Fund	\$7,728.38
Total Deposits	\$2,748.38
Total Street Const. Mant.	\$0.00
Less: Billable Charges	(\$2,748.38)
Net Paid by City:	<u><u>\$31,456.13</u></u>



Remit Payment To:
 PNC Bank C/O Glaus Pyle Schomer Burns & DeHaven
 Lockbox Number 952032
 4100 W 150th St
 Cleveland, OH 44135

Invoice

City of Beachwood
 Attn: Larry Heiser, Finance Director
 accounts@beachwoodohio.com
 25325 Fairmount Blvd.
 Beachwood, OH 44122

April 12, 2024
 Invoice No: 2024119.01 - 3

Invoice Total \$1,978.75

Project 2024119.01 Beachwood - General Engineering
Professional Services from February 24, 2024 to March 29, 2024

Task 100 General Meeting Attendance
Professional Personnel

	Hours	Rate	Amount	
Project Principal				
Ciuni, Joseph	3.00	148.50	445.50	
Monthly Traffic, Engineering and Architect RFQ Meetings				
Ciuni, Joseph	3.00	148.50	445.50	
Timberlane-Green and I271/Richmond Meetings				
Totals	6.00		891.00	
Total Labor				891.00
		Total this Task		\$891.00

Task 200 General Engineering(Under \$2,500.00 Fee)
Professional Personnel

	Hours	Rate	Amount	
Project Principal				
Ciuni, Joseph	2.00	148.50	297.00	
Changeable Copy Sign Meeting and Richmond/Bryden				
Ciuni, Joseph	1.00	148.50	148.50	
Council Committee Meeting				
Sr. Project Manager				
Washko, Thomas	1.50	123.00	184.50	
ODOT Construction Coordination, CAD Files, etc.				
Washko, Thomas	.50	123.00	61.50	
Provide Additional Copies of Airway Calcs to ODOT for Chagrin Blvd.				
Washko, Thomas	1.50	123.00	184.50	
Review Contractor/Supplier Liner Submittal as Received from ODOT				
Washko, Thomas	1.00	123.00	123.00	
Submittal Review Requested by ODOT D-12				
Sr. Designer				
Woycitzky, Robert	1.00	88.75	88.75	

AKRON / ATLANTA / CLEVELAND / COLUMBUS / DALLAS / HOUSTON
 INDIANAPOLIS / LOUISVILLE / PHOENIX / PITTSBURGH / SEATTLE / YOUNGSTOWN
 Net 30 days.

APPROVED FOR PAYMENT

 DATE: 4-22-24
 NO: 2024-00061

Beachwood Standard Details

Totals	8.50	1,087.75	1,087.75
Total Labor			

Total this Task **\$1,087.75**

Total this Invoice **\$1,978.75** *IR*

Billings to Date

	Current	Prior	Total
Labor	1,978.75	2,719.25	4,698.00
Totals	1,978.75	2,719.25	4,698.00 ✓

GPD Associates Invoices
 BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
02/09/24	2024119.01-1	2024119.01	01/26/24	SERVICE	\$842.25
03/08/24	2024119.01-2	2024119.01	02/23/24	SERVICE	\$1,877.00
04/12/24	2024119.01-3	2024119.01	03/29/24	SERVICE	\$1,978.75

\$4,698.00



Remit Payment To:
 PNC Bank C/O Glaus Pyle Schomer Burns & DeHaven
 Lockbox Number 952032
 4100 W 150th St
 Cleveland, OH 44135

Invoice

City of Beachwood
 Attn: Larry Heiser, Finance Director
 accounts@beachwoodohio.com
 25325 Fairmount Blvd.
 Beachwood, OH 44122

April 12, 2024
 Invoice No: 2024119.03 - 2

Invoice Total \$2,070.00

Project 2024119.03 Beachwood - Dead Tree Surveys
Professional Services from February 24, 2024 to March 29, 2024

Task 173 26060/26090 Hurlingham
Professional Personnel

	Hours	Rate	Amount
Field Survey Technician 3 Novak, Rick	8.00	115.00	920.00
Totals	8.00		920.00
Total Labor			920.00
Total this Task			\$920.00

Task 174 3742 Concord - Yard Drain
Professional Personnel

	Hours	Rate	Amount
Field Survey Technician 3 Novak, Rick	10.00	115.00	1,150.00
Totals	10.00		1,150.00
Total Labor			1,150.00
Total this Task			\$1,150.00

Total this Invoice \$2,070.00

Outstanding Invoices

Number	Date	Balance
1	3/8/2024	3,598.50
Total		3,598.50

Billings to Date

	Current	Prior	Total
Labor	2,070.00	3,598.50	5,668.50
Totals	2,070.00	3,598.50	5,668.50

AKRON / ATLANTA / CLEVELAND / COLUMBUS / DALLAS / HOUSTON
 INDIANAPOLIS / LOUISVILLE / PHOENIX / PITTSBURGH / SEATTLE / YOUNGSTOWN
 Net 30 days.

SVC
APPROVED FOR PAYMENT
Carroll
 4-18-24
 2024-00061

GPD Associates Invoices
BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
03/08/24	2024119.03-1	2024119.03	02/23/24	SERVICE	\$3,598.50
04/12/24	2024119.03-2	2024119.03	03/29/24	SERVICE	\$2,070.00

\$5,668.50



Remit Payment To:
 PNC Bank C/O Glaus Pyle Schomer Burns & DeHaven
 Lockbox Number 952032
 4100 W 150th St
 Cleveland, OH 44135

Invoice

City of Beachwood
 Attn: Larry Heiser, Finance Director
 accounts@beachwoodohio.com
 25325 Fairmount Blvd.
 Beachwood, OH 44122

April 12, 2024
 Invoice No: 2023119.02 - 13

Invoice Total \$508.00

Project 2023119.02 Beachwood - Cedar Rd Culvert - George Zeiger/Acaci
Professional Services from February 24, 2024 to March 29, 2024

Task 200 Construction Admin./Inspection
Professional Personnel

	Hours	Rate	Amount
Project Principal Ciuni, Joseph	2.00	148.50	297.00
Design Engineer Libert, Alicia	2.00	105.50	211.00
Totals	4.00		508.00
Total Labor			508.00
		Total this Task	\$508.00

Billing Limits	Current	Prior	To-Date
Total Billings	508.00	36,497.25	37,005.25
Limit			62,500.00
Remaining			25,494.75
		Total this Invoice	\$508.00

Outstanding Invoices	Number	Date	Balance
	12R	3/15/2024	6,421.25
Total			6,421.25

Billings to Date	Current	Prior	Total
Labor	508.00	36,247.25	36,755.25
Unit	0.00	250.00	250.00
Totals	508.00	36,497.25	37,005.25

APPROVED FOR PAYMENT
 BY: [Signature]
 DATE: 4-22-24
 P/O: 2023-02219

AKRON / ATLANTA / CLEVELAND / COLUMBUS / DALLAS / HOUSTON
 INDIANAPOLIS / LOUISVILLE / PHOENIX / PITTSBURGH / SEATTLE / YOUNGSTOWN
 Net 30 days.

GPD Associates Invoices
 BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
03/10/23	2023119.02-1	2023119.02	02/24/23	SERVICE	\$290.00
05/12/23	2023119.02-2	2023119.02	04/28/23	SERVICE	\$7,043.25
06/07/23	2023119.02-3	2023119.02	05/26/23	SERVICE	\$3,480.25
07/14/23	2023119.02-4	2023119.02	06/30/23	SERVICE	\$3,944.25
08/11/23	2023119.02-5	2023119.02	07/28/23	SERVICE	\$720.00
09/08/23	2023119.02-6	2023119.02	08/25/23	SERVICE	\$865.00
10/13/23	2023119.02-6	2023119.02	09/29/23	SERVICE	\$2,295.00
11/10/23	2023119.02-8	2023119.02	10/27/23	SERVICE	\$4,843.00
12/08/23	2023119.02-9	2023119.02	11/24/23	SERVICE	\$1,222.00
12/31/23	2023119.02-10	2023119.02	12/31/23	SERVICE	\$2,362.00
02/09/24	2023119.02-11	2023119.02	01/26/24	SERVICE	\$3,011.25
03/08/24	2023119.02-12R	2023119.02	02/23/24	SERVICE	\$6,421.25
04/12/24	2023119.02-13	2023119.02	03/29/24	SERVICE	\$508.00

\$37,005.25



Remit Payment To:
 PNC Bank C/O Glaus Pyle Schomer Burns & DeHaven
 Lockbox Number 952032
 4100 W 150th St
 Cleveland, OH 44135

Invoice

City of Beachwood
 Attn: Larry Heiser, Finance Director
 accounts@beachwoodohio.com
 25325 Fairmount Blvd.
 Beachwood, OH 44122

April 12, 2024
 Invoice No: 2023119.10 - 6

Invoice Total \$2,049.50

Project 2023119.10 Beachwood- Playground Construction Phase

Professional Services from February 24, 2024 to March 29, 2024

Task 100 Construction Admin.
 P.O. #2023-02674

Professional Personnel

	Hours	Rate	Amount
Project Principal Ciuni, Joseph	5.00	148.50	742.50
Design Engineer Libert, Alicia	10.00	105.50	1,055.00
Totals	15.00		1,797.50
Total Labor			1,797.50
		Total this Task	\$1,797.50

Billings to Date

	Current	Prior	Total
Labor	1,797.50	28,658.75	30,456.25
Totals	1,797.50	28,658.75	30,456.25

Task 110 Construction Inspection
 P.O. #2023-02674

Professional Personnel

	Hours	Rate	Amount
Inspector Cortes, Hector	4.00	63.00	252.00
Totals	4.00		252.00
Total Labor			252.00
		Total this Task	\$252.00

APPROVED FOR PAYMENT

BY: [Signature]

DATE: 4-18-24

P/O: _____

2023-02674

AKRON / ATLANTA / CLEVELAND / COLUMBUS / DALLAS / HOUSTON
 INDIANAPOLIS / LOUISVILLE / PHOENIX / PITTSBURGH / SEATTLE / YOUNGSTOWN
 Net 30 days.

Project	2023119.10	Beachwood- Playground Construction Phase	Invoice	6
---------	------------	--	---------	---

Billings to Date

	Current	Prior	Total
Labor	252.00	7,245.00	7,497.00
Totals	252.00	7,245.00	7,497.00

Total this Invoice \$2,049.50

16

Outstanding Invoices

Number	Date	Balance
5	3/8/2024	6,241.75
Total		6,241.75

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
12/08/23	2023119.10-1	2023119.10	11/24/23	SERVICE	\$1,994.00
12/31/23	2023119.10-2	2023119.10	12/31/23	SERVICE	\$12,210.50
02/09/24	2023119.10-3	2023119.10	01/26/24	SERVICE	\$15,457.50
02/09/24	2023119.10-4	2023119.10	01/26/24	SERVICE	\$5,125.25
03/08/24	2023119.10-5	2023119.10	02/23/24	SERVICE	\$6,241.75
04/12/24	2023119.10-6	2023119.10	03/29/24	SERVICE	\$2,049.50

\$43,078.50



Remit Payment To:
 PNC Bank C/O Glaus Pyle Schomer Burns & DeHaven
 Lockbox Number 952032
 4100 W 150th St
 Cleveland, OH 44135

Invoice

City of Beachwood
 Attn: Larry Heiser, Finance Director
 accounts@beachwoodohio.com
 25325 Fairmount Blvd.
 Beachwood, OH 44122

*Beachwood School
 24-2
 Report Total*

April 12, 2024
 Invoice No: 2024120.02 - 3

Invoice Total \$2,748.38

Project 2024120.02 Beachwood - Beachwood City Schools
Professional Services from February 24, 2024 to March 29, 2024

Task 100 Bryden ES - Plan Review and inspection
Professional Personnel

	Hours	Rate	Amount
Project Principal Ciuni, Joseph	1.00	148.50	148.50
Sr. Project Manager Jaffee, Scott	4.00	123.00	492.00
Sr. Engineer Gorman, Jacqueline	5.00	113.75	568.75
Staff Engineer/Architect Forshey, Rebekah	3.50	94.25	329.88
Totals	13.50		1,539.13
Total Labor			1,539.13
Total this Task			\$1,539.13

Task 101 Hilltop ES - Plan review and inspection
Professional Personnel

	Hours	Rate	Amount
Project Principal Ciuni, Joseph	1.00	148.50	148.50
Sr. Project Manager Jaffee, Scott	4.00	123.00	492.00
Sr. Engineer Gorman, Jacqueline	5.00	113.75	568.75
Totals	10.00		1,209.25
Total Labor			1,209.25
Total this Task			\$1,209.25

APPROVED FOR PAYMENT
 BY: [Signature]
 DATE: 4-16-24
 P/O: NO PO - 783.000. 53130

Total this Invoice \$2,748.38

AKRON / ATLANTA / CLEVELAND / COLUMBUS / DALLAS / HOUSTON
 INDIANAPOLIS / LOUISVILLE / PHOENIX / PITTSBURGH / SEATTLE / YOUNGSTOWN
 Net 30 days.

Outstanding Invoices

Number	Date	Balance
2	3/8/2024	297.00
Total		297.00

Billings to Date

	Current	Prior	Total
Labor	2,748.38	1,912.50	4,660.88
Totals	2,748.38	1,912.50	4,660.88

jm

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
02/09/24	2024120.02-1	2024120.02	01/26/24	BUILDING	\$1,615.50
03/08/24	2024120.02-2	2024120.02	02/23/24	BUILDING	\$297.00
04/12/24	2024120.02-3	2024120.02	03/29/24	BUILDING	\$2,748.38

\$4,660.88



Remit Payment To:
 PNC Bank C/O Glaus Pyle Schomer Burns & DeHaven
 Lockbox Number 952032
 4100 W 150th St
 Cleveland, OH 44135

Invoice

City of Beachwood
 Attn: Larry Heiser, Finance Director
 accounts@beachwoodohio.com
 25325 Fairmount Blvd.
 Beachwood, OH 44122

April 12, 2024
 Invoice No: 2023120.03 - 3

General Fed

Invoice Total \$56.88

Project 2023120.03 Beachwood - Skoda Dental
Professional Services from February 24, 2024 to March 29, 2024

Task 100 Plan Review
Professional Personnel

	Hours	Rate	Amount
Sr. Engineer			
Gorman, Jacqueline	.50	113.75	56.88
Totals	.50		56.88
Total Labor			56.88
Total this Task			\$56.88

Billing Limits	Current	Prior	To-Date
Total Billings	56.88	700.00	756.88
Limit			4,000.00
Remaining			3,243.12
Total this Invoice			\$56.88

Billings to Date	Current	Prior	Total
Labor	56.88	700.00	756.88
Totals	56.88	700.00	756.88

Bldg
APPROVED FOR PAYMENT
 BY: _____
 DATE: *4-16-24*
 P/O: *2024-00062*

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
12/08/23	2023120.03-1	2023120.03	11/24/23	BUILDING	\$533.50
12/31/23	2023120.03-2	2023120.03	12/31/23	BUILDING	\$166.50
04/12/24	2023120.03-3	2023120.03	03/29/24	BUILDING	\$56.88

\$756.88



Remit Payment To:
 PNC Bank C/O Glaus Pyle Schomer Burns & DeHaven
 Lockbox Number 952032
 4100 W 150th St
 Cleveland, OH 44135

Invoice

City of Beachwood
 Attn: Larry Heiser, Finance Director
 accounts@beachwoodohio.com
 25325 Fairmount Blvd.
 Beachwood, OH 44122

April 12, 2024
 Invoice No: 2022119.04 - 16

Invoice Total \$10,039.25

Project 2022119.04 Beachwood -Timberlane/Green San Relief
 P.O. #2022-00316
 Max Not to Exceed \$299,506.00
Professional Services from February 24, 2024 to March 29, 2024

Task 100 Design
Professional Personnel

	Hours	Rate	Amount	
Sr. Project Manager				
DiCesare, David	44.00	123.00	5,412.00	
Fini, Nicholas	1.50	123.00	184.50	
McIlroy, John	7.00	123.00	861.00	
Design Engineer				
Getz, Collin	33.00	105.50	3,481.50	
Project Aid/Clerical				
Vaughan, Michelle	.50	56.00	28.00	
Totals	86.00		9,967.00	
Total Labor				9,967.00
		Total this Task		\$9,967.00

Task 170 Survey
Professional Personnel

	Hours	Rate	Amount	
Staff Designer				
Riggen, IV, John	1.00	72.25	72.25	
Totals	1.00		72.25	
Total Labor				72.25
		Total this Task		\$72.25

Billing Limits	Current	Prior	To-Date
Total Billings	10,039.25	280,350.32	290,389.57 ✓
Limit			299,506.00
Remaining			9,116.43

AKRON / ATLANTA / CLEVELAND / COLUMBUS / DALLAS / HOUSTON
 INDIANAPOLIS / LOUISVILLE / PHOENIX / PITTSBURGH / SEATTLE / YOUNGSTOWN
 Net 30 days.

SVC
APPROVED FOR PAYMENT
[Signature]
 DATE: 4-18-24
 P/O: 2022-00316

Project	2022119.04	Beachwood -Timberlane/Green San Relief	Invoice	16
			Total this Invoice	<u><u>\$10,039.25</u></u>

HR

AKRON / ATLANTA / CLEVELAND / COLUMBUS / DALLAS / HOUSTON
INDIANAPOLIS / LOUISVILLE / PHOENIX / PITTSBURGH / SEATTLE / YOUNGSTOWN
Net 30 days.

GPD Associates Invoices
BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
02/11/22	2022119.04-1	2022119.04	01/28/22	SERVICE	\$687.50
03/09/22	2022119.04-2	2022119.04	02/25/22	SERVICE	\$15,295.00
03/31/22	2022119.04-3	2022119.04	03/25/22	SERVICE	\$7,334.00
05/06/22	2022119.04-4	2022119.04	04/29/22	SERVICE	\$4,167.00
06/07/22	2022119.04-5	2022119.04	05/27/22	SERVICE	\$8,685.75
06/30/22	2022119.04-6	2022119.04	06/24/22	SERVICE	\$18,407.25
08/11/22	2022119.04-7	2022119.04	07/29/22	SERVICE	\$28,986.81
09/02/22	2022119.04-8	2022119.04	08/26/22	SERVICE	\$20,897.50
10/14/22	2022119.04-9	2022119.04	09/30/22	SERVICE	\$42,046.54
11/11/22	2022119.04-10	2022119.04	10/28/22	SERVICE	\$44,786.25
12/09/22	2022119.04-11	2022119.04	11/25/22	SERVICE	\$29,165.47
01/13/23	2022119.04-12	2022119.04	12/31/22	SERVICE	\$39,366.00
02/10/23	2022119.04-13	2022119.04	01/27/23	SERVICE	\$13,740.25
03/10/23	2022119.04-14	2022119.04	02/24/23	SERVICE	\$3,295.50
04/14/23	2022119.04-15	2022119.04	03/31/23	SERVICE	\$3,489.50
04/12/24	2022119.04-16	2022119.04	03/29/24	SERVICE	\$10,039.25

\$290,389.57



Remit Payment To:
 PNC Bank C/O Glaus Pyle Schomer Burns & DeHaven
 Lockbox Number 952032
 4100 W 150th St
 Cleveland, OH 44135

Invoice

City of Beachwood
 Attn: Chief Katherine Dolan
 kate.dolan@beachwoodohio.com
 2700 Richmond Road
 Beachwood, OH 44122

April 12, 2024
 Invoice No: 2024119.90 - 3

Invoice Total \$3,622.75

Project 2024119.90 Beachwood - Traffic Services 2024
 Letter Proposal
 Max Not to Exceed \$36,000.00

Professional Services from February 24, 2024 to March 29, 2024

Task 052 March Traffic Services

Professional Personnel

	Hours	Rate	Amount
Project Principal			
Hobbs, Michael	3.00	148.50	445.50
Sr. Project Manager			
Ferrell, Brett	5.00	123.00	615.00
Westbrooks, Kevin	17.00	123.00	2,091.00
Staff Engineer/Architect			
Tondra, Brandon	5.00	94.25	471.25
Totals	30.00		3,622.75
Total Labor			3,622.75

Total this Task \$3,622.75

Billing Limits

	Current	Prior	To-Date
Total Billings	3,622.75	6,130.00	9,752.75 ✓
Limit			36,000.00
Remaining			26,247.25

Total this Invoice \$3,622.75

Outstanding Invoices

Number	Date	Balance
2R	3/20/2024	2,377.75
Total		2,377.75

APPROVED FOR PAYMENT

BY: D.C. Reese
 DATE: 04/18/2024
 P/O: 2024-00148

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
02/09/24	2024119.90-1	2024119.90	01/26/24	POLICE	\$3,752.25
03/08/24	2024119.90-2R	2024119.90	02/23/24	POLICE	\$2,377.75
04/12/24	2024119.90-3	2024119.90	03/29/24	POLICE	\$3,622.75

\$9,752.75



Remit Payment To:
 PNC Bank C/O Glaus Pyle Schomer Burns & DeHaven
 Lockbox Number 952032
 4100 W 150th St
 Cleveland, OH 44135

Invoice

City of Beachwood
 Attn: Accounts Payable-accounts@beachwoodohio.com
 P.O. Box 22659
 Beachwood, OH 44122

April 12, 2024
 Invoice No: 2021119.91 - 34

Invoice Total \$11,131.00

Project 2021119.91 Beachwood - Richmond Road Signals

P.O. #2021-00640
 Max Not to Exceed \$279,193.00

Professional Services from February 24, 2024 to March 29, 2024

Task 056 Plan Development Additional
Professional Personnel

	Hours	Rate	Amount	
Sr. Project Manager				
Gasper, David	10.00	123.00	1,230.00	
Goetz, Kristy	6.00	123.00	738.00	
Westbrooks, Kevin	56.00	123.00	6,888.00	
Sr. Engineer				
Bennett, Judith	10.00	113.75	1,137.50	
Stonitsch, Erik	10.00	113.75	1,137.50	
Totals	92.00		11,131.00	
Total Labor				11,131.00
				Total this Task \$11,131.00

Billing Limits	Current	Prior	To-Date
Total Billings	11,131.00	180,310.53	191,441.53 ✓
Limit			279,193.00
Remaining			87,751.47
			Total this Invoice \$11,131.00 ✓

Outstanding Invoices	Number	Date	Balance
	33	3/8/2024	35,822.88
Total			35,822.88

Pol
 APPROVED FOR PAYMENT
 BY: D.C. Resek
 DATE: 04/18/2024
 P/O: 2023-01448

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
04/02/21	2021119.91-1	2021119.91	03/26/21	POLICE	\$598.50
05/07/21	2021119.91-2	2021119.91	04/30/21	POLICE	\$467.50
06/04/21	2021119.91-3	2021119.91	05/28/21	POLICE	\$4,718.50
07/01/21	2021119.91-4	2021119.91	06/25/21	POLICE	\$12,051.00
08/10/21	2021119.91-5	2021119.91	07/30/21	POLICE	\$9,089.50
09/03/21	2021119.91-6	2021119.91	08/27/21	POLICE	\$1,410.50
10/06/21	2021119.91-7	2021119.91	09/24/21	POLICE	\$17,038.00
11/05/21	2021119.91-8	2021119.91	10/29/21	POLICE	\$961.14
12/02/21	2021119.91-9	2021119.91	11/26/21	POLICE	\$5,049.50
01/14/22	2021119.91-10	2021119.91	12/31/21	POLICE	\$834.50
02/03/22	2021119.91-11	2021119.91	01/28/22	POLICE	\$957.00
03/04/22	2021119.91-12	2021119.91	02/25/22	POLICE	\$561.00
03/31/22	2021119.91-13	2021119.91	03/25/22	POLICE	\$2,267.00
05/06/22	2021119.91-14	2021119.91	04/29/22	POLICE	\$1,278.50
06/07/22	2021119.91-15	2021119.91	05/27/22	POLICE	\$670.00
07/06/22	2021119.91-16	2021119.91	06/24/22	POLICE	\$846.00
08/12/22	2021119.91-17	2021119.91	07/29/22	POLICE	\$14,696.75
09/02/22	2021119.91-18	2021119.91	08/26/22	POLICE	\$11,670.00
10/14/22	2021119.91-19	2021119.91	09/30/22	POLICE	\$3,349.00
11/11/22	2021119.91-20	2021119.91	10/28/22	POLICE	\$444.00
02/10/23	2021119.91-21	2021119.91	01/27/23	POLICE	\$1,320.00
03/10/23	2021119.91-22	2021119.91	02/24/23	POLICE	\$1,342.88
05/12/23	2021119.91-23	2021119.91	04/28/23	POLICE	\$240.00
06/08/23	2021119.91-24	2021119.91	05/26/23	POLICE	\$862.88
07/14/23	2021119.91-25	2021119.91	06/30/23	POLICE	\$2,229.00
08/11/23	2021119.91-26	2021119.91	07/28/23	POLICE	\$201.50
08/30/23	2021119.91-27	2021119.91	08/25/23	POLICE	\$10,355.00
10/13/23	2021119.91-28	2021119.91	09/29/23	POLICE	\$1,060.00
11/10/23	2021119.91-29	2021119.91	10/27/23	POLICE	\$1,500.00
12/08/23	2021119.91-30	2021119.91	11/24/23	POLICE	\$1,603.00
12/31/23	2021119.91-31	2021119.91	12/31/23	POLICE	\$14,894.50
02/09/24	2021119.91-32	2021119.91	01/26/24	POLICE	\$19,921.00
03/08/24	2021119.91-33	2021119.91	02/23/24	POLICE	\$35,822.88
04/12/24	2021119.91-34	2021119.91	03/29/24	POLICE	\$11,131.00
					\$191,441.53



1000 Key Tower
 127 Public Square
 Cleveland, OH 44114
 United States
 Tel: +1.216.479.8500
 Fax: +1.216.479.8780

City of Beachwood
 Attn: Larry Heiser
 Finance Director
 2700 Richmond Road
 Beachwood, Ohio 44122

Invoice Number: 10520940
 Invoice Date: 04/08/24
 Matter Number: 011736.00148

REMITTANCE COPY

Economic Development Matters

INVOICE SUMMARY

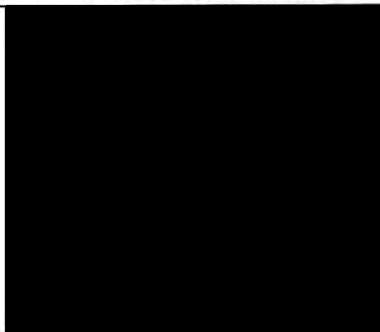
Fees:	\$ 990.00
Disbursements:	\$ 0.00
Amount Due for this Invoice:	\$ 990.00
Previous Invoices Outstanding as of the Date of this Invoice:	\$ 2,722.50
TOTAL (INCLUDING OUTSTANDING INVOICES):	\$ 3,712.50

PAYMENT INSTRUCTIONS

Remit Check Payments to:

Squire Patton Boggs (US) LLP
 P.O. Box 643051
 Cincinnati, OH 45264
 Phone: 216.687.3400
 Fax: 216.687.3401

Remit Wire Payments to:



Direct Billing Inquiries to:

Russell W. Balthis
 1000 Key Tower
 127 Public Square
 Cleveland, OH 44114
 United States
 Phone: +1.216.479.8500
 Fax: +1.216.479.8780
 email: russell.balthis@squirepb.com





MICHAEL H. WILDERMUTH, AIA, ARCHITECT

April 7, 2024

The City of Beachwood
Accounts Payable Department
P.O. Box 22659
Beachwood, Ohio 44122

Re: Building Department
Plan Review Services for March 2024

Invoice for professional services rendered for the review of plans for compliance with the Ohio Building Code.

Plan Review for the month of March 2024..... ~~\$542.75~~

Cost Breakdown Sheet Attached

Total amount due..... ~~\$542.75~~

793.25

Respectfully,

Michael H. Wildermuth

Michael H. Wildermuth, AIA
Master Plans Examiner

APPROVED FOR PAYMENT

BY: _____

DATE: 4-18-24

P/O: _____

101	General Fund	542.75
783	Deposit Fund	250.50

38255 RIDGE ROAD WILLOUGHBY, OHIO 44094 440-946-1061/ C 440-749-1877
mhwildermuth@oh.rr.com



MICHAEL H. WILDERMUTH, AIA, ARCHITECT
Beachwood Plan Review

February 2024					
MHW	Beachwood	Job Name	Time		
Job No	Receipt No.				
611 CB2410-1 3-5-2024	2024-01754	MRJL	2.0 H	\$167.00	5.01
611 CB2411-1 3-26-2024	2022-02150	CCF BD3 Infusion	2.5H	\$208.75	6.26
611 CB2412-1 4-5-2024	2023-023692	23811 Chagrin Elevator	2.0H	\$167.00	5.01
783 CB2413-1 4-7-2024	2024-02421	Primrose School;	3.0H	\$250.50	7.52
		Total	6.5 H	\$542.75	

9.5H 793.25

23.80

CODE CONSULTATION & PLAN REVIEW SERVICES, LLC

April 1, 2024

The City of Beachwood
Accounts Payable
P.O. Box 22659
Beachwood, OH 44122

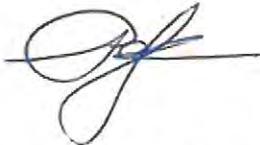
RE: Building Department Plan Review

INVOICE FOR PROFESSIONAL SERVICES RENDERED:

Plan review for the month of March 2024 \$835.00
(See attached sheet for breakdown)

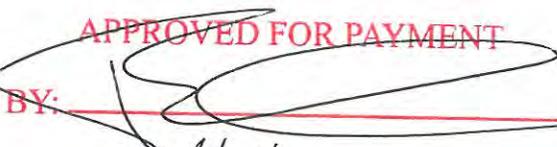
Total amount due **\$835.00**
Eight Hundred Thirty-five Dollars

Please make check payable to "Code Consultation & Plan Review Services, LLC." Thank you.



Paul Kowalczyk, MPE #798

APPROVED FOR PAYMENT

BY: 

DATE: 4-11-24

P/O: _____

101 General fund \$375.75
783 Deposit fund \$459.25

CODE CONSULTATION & PLAN REVIEW SERVICES, LLC

**City of Beachwood
Plan Examination Services
March 2024 Invoice**

Beachwood Plan Review No.:	PK Plan Review No.:	Project:	Time:	Charge:
2024-01619	BW24-07 3/1/24	23432 Commerce Park 23432 Commerce Park Electrical Alterations	30 min.	\$41.75
2022-09128	BW22-35.5 3/3/24	Porsche Beachwood 3750 Orange Place New Building – Revisions 7 & 8	2 hours	\$167.00
2023-01825	BW24-08 3/5/24	J & F Mandel Jewish Day School 26500 Shaker Blvd. Kitchen Hood Fire Suppression	1 hour 30 min.	\$125.25
2023-08074	BW23-26.3 3/9/24	Dr. Diana Ponsky MD, FACS 3700 Park East Drive, Suite 160 Office Expansion – Revisions to Door	30 min.	\$41.75
2024-01951	BW24-09	Helix Tenant Improvements 23945 Mercantile Road Tenant Improvements	1 hour 30 min.	\$125.25
2024-01619	BW24-07.1 3/20/24	23432 Commerce Park 23432 Commerce Park Electrical Alterations - Revisions	30 min.	\$41.75
2024-01366	BW24-10 3/23/24	Cleveventures 3201 Enterprise Parkway, Suite 170 Fire Sprinkler System Alterations	1 hour	\$83.50
2023-01825	BW23-04.3 3/30/24	J & F Mandel Jewish Day School 26500 Shaker Blvd. Bulletins No. 4-7	2 hours	\$167.00
2024-01366	BW24-04.1 3/30/24	Cleveventures 3201 Enterprise Parkway, Suite 170 Interior Alterations	30 min.	\$41.75
Total:				\$835.00

Paul Kowalczyk, MPE #798

REMIT TO ADDRESS:
222 S. Main Street
Akron, Ohio 44308-1500
PHONE (330) 376-2700
FAX (330) 376-4577
RAMAIL@RALAW.COM

FEDERAL TAX ID [REDACTED]

REMITTANCE PAGE
For Professional Services Rendered

Email to: accounts@beachwoodohio.com
CITY OF BEACHWOOD
25325 FAIRMOUNT BLVD.
BEACHWOOD, OH 44122

PLEASE INDICATE INVOICE
NUMBER ON REMITTANCE
Invoice: 1449405
Client/Matter: 144096.0005
Billing Atty: RTH
March 26, 2024

Re: SPECIAL LEGAL SERVICES

Invoice Total

\$ 17,962.00

GO GREEN!

TO RECEIVE INVOICES BY EMAIL ONLY,

EMAIL US AT ramail@ralaw.com

APPROVED FOR PAYMENT

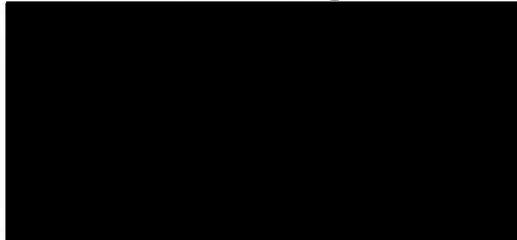
Remit To Address:
Roetzel & Andress, LPA
222 S. Main Street
Akron, OH 44308-1500

BY: *M. E. Kelly*

DATE: 4/9/24

NO. 2024-00652

Please Note New Wiring Instructions



REMIT TO ADDRESS:

222 S. Main Street
Akron, Ohio 44308-1500
PHONE (330) 376-2700
FAX (330) 376-4577
RAMAIL@RALAW.COM

FEDERAL TAX ID 

REMITTANCE PAGE

For Professional Services Rendered

Email to: accounts@beachwoodohio.com
CITY OF BEACHWOOD
25325 FAIRMOUNT BLVD.
BEACHWOOD, OH 44122

PLEASE INDICATE INVOICE
NUMBER ON REMITTANCE

Invoice: 1449404
Client/Matter: 144096.0003
Billing Atty: RTH
March 26, 2024

Re: ROUTINE LEGAL SERVICES

Invoice Total

\$ 8,332.50

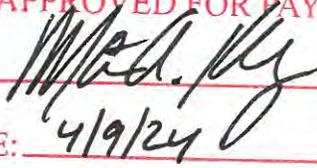
GO GREEN!

TO RECEIVE INVOICES BY EMAIL ONLY,

EMAIL US AT ramail@ralaw.com

Remit To Address:
Roetzel & Andress, LPA
222 S. Main Street
Akron, OH 44308-1500

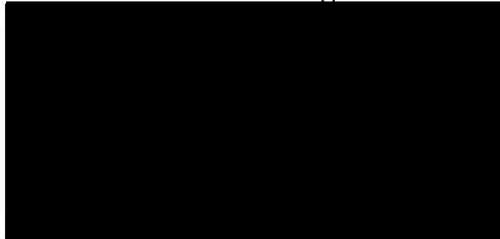
APPROVED FOR PAYMENT

BY: 

DATE: 4/9/24

P/O: 2024-00652

Please Note New Wiring Instructions



AN ORDINANCE AGREEING TO ADJUST THE BOUNDARIES BETWEEN THE CITY OF BEACHWOOD, OHIO AND ORANGE VILLAGE, OHIO PURSUANT TO OHIO REVISED CODE SECTION 709.37, AND DESIGNATING THE ZONING DISTRICT OF THE NEW TERRITORY.

WHEREAS, pursuant to Ohio Revised Code Section 709.37, two adjoining municipal corporations may, by ordinance of their respective legislative authorities, agree to adjust their boundaries, provided that such adjustment does not involve the transfer of land inhabited by more than five voters;

WHEREAS, this Council finds and determines that a boundary adjustment of a portion of the boundary of the City of Beachwood with Orange Village is necessary to allow certain properties to be governed by the laws of only one municipality, to allow for the effective enforcement of both municipal codes, and to avoid confusion regarding the provision of municipal services;

WHEREAS, the City of Beachwood is willing to adjust its municipal boundary line with Orange Village as graphically depicted in "Exhibit A", attached hereto and incorporated herein; along with the legal description of the boundary line to be adjusted between the two municipalities.

WHEREAS, the proposed boundary adjustment would not affect any voters in either municipality and would be in the best interests of both municipalities;

WHEREAS, this Council desires to zone the territory that is coming into the City of Beachwood as U-9 Motor Service District, which is the existing zoning of the adjacent property located in the City of Beachwood;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Beachwood, Cuyahoga County, State of Ohio, that:

Section 1: This Council hereby agrees to a boundary adjustment with Orange Village and requests that Cuyahoga County adjust the boundaries of Orange Village and the City of Beachwood in the manner provided by law so that the municipal boundary between the two communities is as graphically depicted and legally described in "Exhibit A"; and the City administration may take such further actions as may be required by law to enact the boundary adjustments provided for in this Ordinance.

Section 2: The territory that is becoming a part of the City of Beachwood shall be zoned as U-9 Motor Service District and subject to all laws generally applicable to properties in the City.

Section 3: The City Engineer shall cause the official zoning map of the City to be amended in accordance with this Ordinance.

Section 4: It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

Section 5: This Ordinance shall be in full force and effect from and after the earliest date permitted by law.

Attest: I hereby certify that this legislation was duly adopted on the ___ day of _____, 2024, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the ___ day of _____, 2024.

Clerk

Approval: I have approved this legislation this ___ day of _____, 2024 and filed it with the Clerk.

Mayor



STEPHEN HOVANCSEK & ASSOCIATES, INC.

Consulting Engineers & Planners

TWO MERIT DRIVE • RICHMOND HEIGHTS, OHIO 44143

(216) 731-6255

FAX No: (216) 731-4483

**LEGAL DESCRIPTION
CORPORATION LINE RELOCATION**

Situated in the Village of Orange, County of Cuyahoga and State of Ohio and known as being part of the Chagrin Boulevard right of way, part of Orange Place right of way as shown by the Dedication Plat, recorded in Volume 210, Page 30 of Cuyahoga County Map Records, and part of the following lands recorded in Cuyahoga County Deed Records; Edward J. Debartolo (PPN 901-01-061) recorded in Volume 12790, Page 583; Robert Dennis Moony, Jr. (PPN 901-01-059) recorded in AFN. 202104070050; Orangewood Place LLC (PPN 901-01-062) recorded in AFN 202009280570; National Retail Properties, LP (PPN 901-01-058) recorded in AFN 201604220849); and UAG Realty LLC (PPN 901-01-001) recorded in AFN 202205020578, of part of Original Orange Township Lot No. 10, Tract 2 and being bounded and described as follows;

Beginning at a point in the centerline of Chagrin Boulevard (100 feet wide) at the Northwesterly corner of said Lot No. 10, Tract 2, the existing east corporation line of the City of Beachwood, the existing northeast corner of the Village of Orange, and a southwest corner of the Village of Woodmere;

Thence North $89^{\circ}17'22''$ East, along said centerline, the existing north line of the Village of Orange, a south line of the Village of Woodmere, and the Northerly line lot line of said Lot No. 10, Tract 2 a distance of 88.84 feet to its point of intersections with the centerline of Orange Place (60 feet wide) as shown by the Dedication Plat recorded in Volume 210, Page 30 of Cuyahoga County Map Records;

Thence South $00^{\circ}38'12''$ West, along said centerline of Orange Place a distance of 1805.67 feet to a point of curve therein;

Thence Southwesterly, along a curved line deflecting to the right an arc distance of 83.67 feet a point, said curved line having a radius of 350.00 feet, and a chord which bears South $06^{\circ}12'42''$ West, 83.47 feet:

Thence South $89^{\circ}21'48''$ West, a distance 81.71 feet to the Northwesterly corner of land conveyed to Orange Village (PPN 901-01-066) by Journal Entry on Verdict recorded in AFN 200101090172 of Cuyahoga County Records, also being in the Westerly line of aforesaid Lot Number 10, Tract 2, the existing Westerly corporation line of the Village of Orange, and the existing east corporation line of the City of Beachwood;

Thence North $00^{\circ}52'54''$ West, along said Westerly line a distance of 730.00 feet to a point in the Northerly line of aforesaid land conveyed to National Retail Properties, LP;

Thence North $00^{\circ}20'34''$ West, continuing along said Westerly line a distance of 1158.45 feet to the place of beginning and containing 3.9977 acres (174,140 square feet) of land, as described by Stephen Hovancsek & Associates, Inc., in February, 2024 under the direction of Thomas Cappello, Registered Surveyor No. 7880, State of Ohio, be the same more or less but subject to all legal highways. The basis of bearing for this description being as established on the aforesaid Dedication Plat for Orange Place recorded in Volume 210, Page 30 of Cuyahoga County Map Records.

CITY OF BEACHWOOD
INTER-OFFICE MEMORANDUM

To: Justin Berns, Mayor
From: Derek Schroeder, Community Services Director
Date: April 26, 2024
Subject: Administrative Salary Ordinance Amendment

Following our conversation of earlier this week, I am requesting approval to bring the amendment to the administrative salary ordinance for the Community Services Department to City Council for consideration. The following information will help clarify to Council this request which has the support of Finance Director Heiser.

When the salary ordinance was initially established, one position of administrative coordinator was allocated to each department, except for Community Services. Given the evolving needs of our department and the increasing demand for efficient management and coordination of activities, we believe it is imperative to create this position for our department.

The primary rationale behind this proposal stems from the necessity to effectively manage and coordinate the activities of our front desk. By creating the position of Administrative Coordinator, we aim to streamline operations, enhance efficiency, and ultimately improve the quality of service.

Furthermore, we have identified a highly qualified candidate among our existing staff who we believe is exceptionally suited for this role. This employee not only oversees our senior van service with commendable diligence but also possesses exemplary customer service skills, as a remarkable ability to multitask effectively, and is proficient with the registration software necessary to be successful. We are confident that transitioning this individual into the proposed Administrative Coordinator position will not only meet our departmental needs but also ensure continuity and excellence in service provision. In addition to their current role, this person will manage the existing front desk personnel, and fill in when necessary.

It is important to emphasize that this proposal does not entail an increase in staffing levels at this time, but rather a strategic reallocation of resources to better align with the evolving needs of our department. Thank you for your support and for moving this forward for Council's consideration.

Cc: City Council
Todd Hunt, Law Director
Dana Canzone, HR Manager
Larry Heiser, Finance Director
Tina Turick, City Administrator

Approved: 4/29/2024



INTRODUCED BY:

ORDINANCE NO. 2024-53

AN ORDINANCE AMENDING SCHEDULE D OF THE ADMINISTRATIVE SALARY ORDINANCE; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, on December 4, 2023, Council adopted Ordinance No. 2023-139, the Administrative Salary Ordinance for the City of Beachwood, Ohio, including Administrative Pay Grades and Classifications for Administrative Employees and Appointed Officials; and

WHEREAS, at this time, a request has been made to amend the Administrative Salary Ordinance and specifically Schedule D as outlined in the attached Exhibit "A".

NOW THEREFORE BE IT ORDAINED BY the Council of the City of Beachwood, County of Cuyahoga and State of Ohio.

Section 1: The Mayor is hereby authorized and directed to amend Schedule D as is more fully set forth in Exhibit "A" which is attached hereto and incorporated herein.

Section 2: It is found and determined that all formal actions and deliberations of Council and its committees, relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105, Codified Ordinances of the City.

Section 3: This Ordinance is hereby declared to be an urgent measure necessary for the preservation of the public peace, health, or safety, or the efficient operation of the City, and for the further reason of the immediate necessity of providing an up to date amended Schedule D Administrative Pay Scale; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

WHEREFORE, this Ordinance shall be in full force and effect from and after the earliest period permitted by law.

Attest: I hereby certify this legislation was duly adopted on the 6th day of May, 2024, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 7th day of May, 2024.

Clerk

Approval: I have approved this legislation this 7th day of May, 2024, and filed it with the Clerk.

Mayor

**SCHEDULE D
CITY OF BEACHWOOD - SCHEMATIC LIST OF PAY GRADES**

Department name	Position Title	Grade	Exempt	#	Type
Audit	Audit Director	18	Yes	1	Full Time
Audit	Administrative Coordinator	6	No	1	Full Time
Building Dept	Building Commissioner	20	Yes	1	Full Time
Building Dept	Asst Building Commissioner	15	Yes	1	Full Time
Building Dept	Building and Planning & Zoning Coordinator	9	Yes	1	Full Time
Building Dept	Administrative Assistant 2	4	No	2	Full Time
Building Dept	Administrative Assistant/Secretary/Clerk	*	No	1	Part Time
Community Services Department	Community Services Director	20	Yes	1	Full Time
Community Services Department	Program Manager	11	Yes	3	Full Time
Community Services Department	Graphic Designer	9	Yes	1	Full Time
Community Services Department	Administrative Coordinator	6	No	1	Full Time
Community Services Department	Administrative Assistant 2	4	No	2	Full Time
Community Services Department	Community Center Maintenance Coordinator	4	No	1	Full Time
Community Services Department	Van Driver/Scheduler	2	No	1	Full Time
Community Services Department	Van Driver	*	No	6	Part Time
Community Services Department	Program Building Supervisor	*	No	N/A	Part Time
Council	Clerk of Council	13	Yes	1	Full Time
Economic Development Department	Economic Development Director	19	Yes	1	Full Time
Economic Development Department	Economic Development Manager	13	Yes	1	Full Time
Finance Department	Finance Director	21	Yes	1	Full Time
Finance Department	Assistant Finance Director	16	Yes	1	Full Time
Finance Department	Information Technology Manager	20	Yes	1	Full Time
Finance Department	Information Technology Assistant Manager	15	Yes	1	Full Time
Finance Department	Accounting Supervisor/Tax Administrator	12	Yes	1	Full Time
Finance Department	Purchasing Supervisor	11	Yes	1	Full Time
Finance Department	GIS Analyst	9	No	1	Full Time
Finance Department	Staff Accountant	9	No	1	Full Time
Finance Department	Payroll Specialist	8	No	1	Full Time
Finance Department	Administrative Coordinator	6	No	1	Full Time
Finance Department	Administrative Assistant 2	4	No	1	Full Time
Fire Department	Fire Chief	21	Yes	1	Full Time
Fire Department	Assistant Fire Chief	20	Yes	1	Full Time
Fire Department	Fire Inspector	11	No	3	Full Time
Fire Department	Fire Inspector	*	No	1	Part Time
Fire Department	Administrative Coordinator	6	No	1	Full Time
Fire Department	Administrative Assistant 2	4	No	1	Full Time
Human Resources	Human Resources Manager	16	Yes	1	Full Time
Human Resources	Human Resources Coordinator	8	No	1	Full Time
Law Department	Law Director	21	Yes	1	Full Time
Law Department	Assistant Law Director/Prosecutor	18	Yes	1	Full Time
Law Department	Assistant Law Director/Associate Counsel	16	Yes	1	Full/Part Time
Law Department	Legal Assistant	6	No	1	Full/Part Time
Mayor's Office	City Administrator	19	Yes	1	Full Time
Mayor's Office	Communications Coordinator	11	Yes	1	Full Time
Mayor's Office	Mayor's Executive Assistant	10	Yes	1	Full Time

Department name	Position Title	Grade	Exempt	#	Type
------------------------	-----------------------	--------------	---------------	----------	-------------

**SCHEDULE D
CITY OF BEACHWOOD - SCHEMATIC LIST OF PAY GRADES**

Police Department	Police Chief	21	Yes	1	Full Time
Police Department	Deputy Police Chief	20	Yes	1	Full Time
Police Department	Clerk of Court	9	Yes	1	Full Time
Police Department	Assistant Jail Administrator	6	No	1	Full Time
Police Department	Assistant Clerk of Court	5	No	1	Full Time
Police Department	Administrative Assistant 3	5	No	2	Full Time
Police Department	Dispatch Supervisor	*	N/A	N/A	Spec 1
Police Department	Patrol Officers	*	No	N/A	Part Time
Police Department	Corrections Officer	*	No	N/A	Part Time
Police Department	Crossing Guard	*	No	N/A	Part Time
Public Service Department	Public Works Director	21	Yes	1	Full Time
Public Service Department	Assistant Public Works Director	16	Yes	1	Full Time
Public Service Department	Staff Engineer	20	Yes	1	Full Time
Public Service Department	Superintendent	13	Yes	6	Full Time
Public Service Department	Administrative Assistant 2	4	No	2	Full Time
Public Service Department	Shipping and Receiving Clerk	4	No	2	Full Time
Public Service Department	Intermittent/Temporary Laborer	*	No	N/A	N/A
Public Service Department	Laborer/Janitor	*	No	N/A	Part Time
Public Service Department	Messenger	*	No	1	Part Time
Administration	Administrative Assistant/Secretary/Clerk	*	No	N/A	Part Time
Administration	Intermittent/Temporary Staff	*	No	N/A	N/A

INTRODUCED BY:

RESOLUTION NO. 2024-6

A RESOLUTION TO ACCEPT THE COLLECTIVE BARGAINING AGREEMENT IN THE MATTER OF THE CITY OF BEACHWOOD, OHIO AND THE FRATERNAL ORDER OF POLICE, BEACHWOOD LODGE 86 (SERGEANTS & LIEUTENANTS); AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the parties met and have now reached an agreement that was ratified and approved by members of the Fraternal Order of Police, Beachwood Lodge 86 (Sergeants & Lieutenants) and is now being submitted to this Council for its consideration and acceptance on behalf of the City of Beachwood;

WHEREAS, the administration and the legislative body have determined the collective bargaining agreement to be acceptable, as a whole, in consideration of the interests of the City of Beachwood and the interest and welfare of the public; further, acceptance of the agreement is acceptance only as to specified wages, hours, terms and other conditions of employment for bargaining unit employees and shall not be construed to establish fixed staffing levels, nor require specific departmental funding requirements.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Beachwood, County of Cuyahoga, and State of Ohio, that:

Section 1: The Council of the City of Beachwood, Ohio hereby accepts the collective bargaining agreement, and authorizes the Mayor to enter into and execute a new Collective Bargaining Agreement with the Fraternal Order of Police, Beachwood Lodge 86 (Sergeants & Lieutenants), which is attached hereto and incorporated herein as Exhibit "A".

Section 2: It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

Section 3: This Resolution is declared to be an urgent measure immediately necessary for the public peace, health or safety or the efficient operation of the City; and for the further reason that action is necessary within fourteen (14) days of the agreement being reached consistent with the provisions of ORC Section 4117.10(B); wherefore, this Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

RESOLUTION 2024-6

WHEREFORE, this Resolution shall be in full force and effect from and after the earliest date permitted by law.

Attest: I hereby certify that this legislation was duly adopted on the ___ day of _____, 2024, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the ___ day of _____, 2024.

Clerk

Approval: I have approved this legislation this ___ day of _____, 2024 and filed it with the Clerk.

Mayor

AGREEMENT

BETWEEN

CITY OF BEACHWOOD

AND

FRATERNAL ORDER OF
POLICE BEACHWOOD
LODGE 86 (SERGEANTS AND
LIEUTENANTS)

Effective ~~November 1, 2020~~, from date of ratification
(XX/XX/XXXX) through October 31,
~~2023~~2026

Table of Contents

ARTICLE 1 RECOGNITION; BARGAINING UNIT	3
ARTICLE 2 MANAGEMENT RIGHTS	4
ARTICLE 3 NO STRIKE/NO LOCKOUT	5
ARTICLE 4 NON-DISCRIMINATION	5
ARTICLE 5 GRIEVANCE-ARBITRATION	6
ARTICLE 6 GRIEVANCE PROCEDURE.....	6
ARTICLE 7 GRIEVANCE; TIMELINESS	8
ARTICLE 7.1 DISCIPLINE.....	9
ARTICLE 8 WAGE; OVERTIME AND COMPENSATORY TIME.....	10
ARTICLE 9 LONGEVITY FOR YEARS OF SERVICE.....	1415
ARTICLE 10 WORK WEEK; HOURLY RATE.....	1416
ARTICLE 11 SHIFT RESCHEDULING.....	1517
ARTICLE 12 DUES DEDUCTION.....	1618
ARTICLE 13 VACATION AND HOLIDAYS.....	1618
ARTICLE 14 HOSPITALIZATION	1820
ARTICLE 14.1 WELLNESS VISITS/NICOTINE USE AND INSURANCE BUYOUTS	2022
ARTICLE 15 PENSIONS	2224
ARTICLE 16 UNIFORMS AND EQUIPMENT	2324
ARTICLE 17 SICK LEAVE, INJURY LEAVE, BEREAVEMENT LEAVE, SWITCH TIME AND UNION LEAVE.....	2425
ARTICLE 18 USE OF LEAVE TIME	2628
ARTICLE 19 MILITARY LEAVE.....	2628
ARTICLE 20 RETIREMENT; TERMINATION	2728
ARTICLE 21 UNFAIR LABOR PRACTICE.....	2729
ARTICLE 22 PERSONNEL FILES AND POLICY.....	2729
ARTICLE 23 LEGALITY	2830
ARTICLE 24 TRAINING TIME AND TUITION REIMBURSEMENT	2931
ARTICLE 25 LABOR MANAGEMENT & SAFETY COMMITTEE	3132
ARTICLE 26 SENIORITY.....	3133
ARTICLE 27 LAYOFF AND RECALL.....	3234
ARTICLE 28 DURATION.....	3436

Exhibit A..... 3537
~~Side letter re: health care committee..... 36~~

SUMMARY OF COVERAGE AND BENEFITS INSURANCE..... 37

..... 37

*HSA deductible amounts may change consistent with I.R.S. or other federal agency directives
pertaining to HSA embedded-deductible plans. 37

Side Letter Agreement 38

AGREEMENT

This Agreement is entered into between the CITY OF BEACHWOOD (hereinafter referred to as the “City”), and FRATERNAL ORDER OF POLICE, LODGE 86 and the FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL (hereinafter referred to as “F.O.P.”).

It is the intent and purpose of the parties hereto that this Agreement shall promote and improve essential services to the citizens of Beachwood, establish a basis for securing cooperation and goodwill between the City, and its employees, and sets forth the basic understanding between the parties covering the rates of pay, hours of work, and other conditions of employment for employees represented by the Union. The undersigned hereby agree that the Collective Bargaining Agreement between the City and F.O.P. ~~to expire on~~ with an expiration date of October 31, ~~2020~~2023, is hereby superseded by this Agreement.

ARTICLE I RECOGNITION; BARGAINING UNIT

The City recognizes the F.O.P. as the sole and exclusive bargaining representative for all sworn officers in the rank of Sergeant and Lieutenant, including Lieutenants appointed by the Mayor to serve the additional duties of any rank above Lieutenant, excluding the Patrol Officers, Deputy Chief, and Chief of Police, who are employees of the Police Department for the purpose of establishing rates of pay, wages, hours and other conditions of employment. Lieutenants holding the title of Captain or such other title as determined by a legislative action of City Council, shall serve at the pleasure of the Mayor and their administrative duties, and removal from the position of Captain or other such titled classification are governed exclusively by the City’s

Codified Ordinances, and such removal from office shall not be subject to the grievance procedure set forth herein.

Lieutenants holding the title of Captain shall receive a five percent (5%) differential above their applicable Lieutenants' rate (retroactive to November 1, ~~2020~~[2023](#)).

ARTICLE 2
MANAGEMENT RIGHTS

The management and direction of the working force in all its phases are vested and shall remain vested exclusively in the City, and this shall include but shall not be limited to: the right to manage the operations, control the premises; direct the working forces; maintain efficiency of operations; the sole right to hire, discipline, and discharge for just cause; lay off and promote; to promulgate and enforce reasonable employment rules and regulations; to reorganize, discontinue, or enlarge any department or division; to transfer employees (including the assignment and allocation of work) within departments or to other departments; to introduce new and/or improved equipment, methods, and/or facilities; to determine work methods; to determine the size and duties of the work force; the number of shifts required, and work schedule; to establish, modify, consolidate, or abolish jobs (or classifications); and to determine staffing patterns, including, but not limited to, assignment of employees, numbers employed, duties to be performed, qualifications required, and areas worked, lunch periods and leave of absence, subject only to the restrictions governing the exercise of these rights as are expressly provided herein; and the conduct and grading of civil service examinations, the rating of candidates, the establishment of eligible lists and the original appointments from the eligible lists, as defined in O.R.C. Section 4117.08(c).

ARTICLE 3
NO STRIKE/NO LOCKOUT

The F.O.P. shall not, directly or indirectly, call, sanction, encourage, finance, and/or assist in any way, nor shall any employee instigate or participate, directly or indirectly, in any strikes, slowdown, walkout, concerted “sick leave” or mass resignation, work stoppage, picketing, or interference of any kind at any operation of the City for the duration of this Agreement.

Violations of the preceding paragraph shall be proper cause for discharge or other disciplinary action.

The F.O.P. shall at all times cooperate with the City in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violations of the first paragraph. In the event any violation occurs, the F.O.P. shall immediately notify all employees that the strike, slowdown, picketing, work stoppage, or other interference at any operation of the City is prohibited and not in any way sanctioned or approved by the F.O.P. Furthermore, the F.O.P. shall also immediately advise all employees to return to work at once.

The City shall not lock out any employees for the duration of the Agreement.

ARTICLE 4
NON-DISCRIMINATION

Both the City and the F.O.P. recognize their respective responsibilities under Federal and State civil rights laws, fair employment practice acts, and other similar constitutional and statutory requirements. Therefore, both the City and the F.O.P. hereby reaffirm their commitments, legal and moral, not to discriminate or show favoritism in any manner relating to employment on the basis of race, color, creed, national origin, sex, or F.O.P. activities.

ARTICLE 5
GRIEVANCE-ARBITRATION

The F.O.P. has the right to represent exclusively the member employees in both of the aforesaid bargaining units and the right to unchallenged and exclusive representation as defined by O.R.C. Section 4117.04(A).

ARTICLE 6
GRIEVANCE PROCEDURE

A grievance is a dispute or difference between the City and the F.O.P., or between the City and an employee other than probationary employees, concerning the interpretation and/or application of any provision of this Agreement and any disciplinary actions. Whenever the words “Mayor” or “Chief of Police” are used in this contract, they may act by a designee. When any such grievance arises, the following procedure shall be observed:

Step I(A) An employee who has a grievance may take it up orally with his immediate supervisor, either alone or accompanied by his F.O.P. representative, who may be present throughout all stages of the grievance procedure, within fourteen (14) calendar days after the employee has knowledge, or should have had knowledge, of the event or events upon which his grievance is based. The immediate supervisor shall give his answer to the employee within seven (7) calendar days after the grievance is presented to him.

(B) With the exception of verbal or written reprimands, an employee may be entitled to an informal hearing before the Chief of ~~Police~~Police prior to the implementation of the disciplinary action of suspension, demotion, or discharge at the discretion of the Chief. Such request shall be in writing to the Chief within seven (7) calendar day following the supervisory answer in Step 1. Such request should set forth the complete details of the grievance, i.e., the facts upon which it is~~Such informal hearing shall occur as soon as reasonably possible.~~

based, the approximate time of the occurrence, and the specific relief or remedy requested. Such informal hearing shall occur as soon as reasonably possible.

Step 2 If the employee's grievance is not satisfactorily settled in Step 1, the grievance shall, within seven (7) calendar days after the receipt of the Step 1 or Step 1(A) answer, be reduced to writing and filed with the Chief of Police, setting forth the complete details of the grievance, i.e., the facts upon which it is based, the approximate time of the occurrence, the relief or remedy requested, dated, and signed by the employee. The Chief shall give a written answer within seven (7) calendar days after the receipt of said grievance in writing.

Step 3 If the grievance is not satisfactorily settled at Step 2, the employee may, within seven (7) calendar days after the receipt of the Step 2 answer, appeal in writing to the Mayor. Such written appeal should set forth the complete details of the grievance, i.e., the facts upon which it is based, the approximate time of the occurrence, and the specific relief or remedy requested. The Mayor shall give a written answer within fourteen (14) calendar days after said grievance is received.

Step 4 If the grievance is not satisfactorily settled at Step 3, the F.O.P. may submit the grievance to arbitration by notifying the Mayor in writing of its intent to do so within fourteen (14) days after the Step 3 answer was issued. If the City and the F.O.P. cannot agree upon an impartial arbitrator, either party may request a panel of arbitrators from the Federal Mediation and Conciliation Service (FMCS) and an arbitrator will be chosen by the alternate striking of the list with the party requesting the list striking first and continuing until one arbitrator remains. By mutual agreement, either party may request a second list from FMCS. The arbitrator selected shall

-have no authority to add to, subtract from, or modify in any way the provisions of this Agreement.

The fees and expenses of the arbitrator and the FMCS shall be borne equally by the parties.

7

ARTICLE 7
GRIEVANCE; TIMELINESS

Section 1. To be considered valid, a grievance must be made and filed as set forth in this Agreement. A grievance which is not timely filed under this provision shall be considered void.

Section 2. Where a grievance is originally filed in a timely manner and the City fails to answer it within the prescribed time period at any particular step, then the grievance shall automatically proceed to the next step of the grievance procedure.

Section 3. Once a grievance is originally timely filed, the parties may by mutual agreement extend the time in which to answer it or to appeal it to the next step. The parties may also, by mutual agreement, agree to skip any step of the grievance procedure in order to promote the expeditious resolution of any grievance.

Section 4. The F.O.P. shall have final authority, in the F.O.P.'s capacity as exclusive representative of the employees covered by this Agreement, to withdraw or to terminate the processing of a grievance at any step of the grievance procedure if the F.O.P. determines that the grievance lacks merit or justification under the terms of this Agreement or that it has been settled or adjusted in a fair and equitable manner consistent with the terms and spirit of this Agreement and the underlying continuing relationship of the parties. The City may withdraw any grievance it files at any time.

Section 5. Should the City file a grievance against the F.O.P. for any violation of this contract, it shall file such grievance in writing with the F.O.P. setting forth the details of the

grievance and the violation(s). The parties shall meet within ten (10) days to resolve the grievance. If the grievance remains unresolved (unless the time be extended by mutual agreement), the City may submit the grievance to arbitration with the same procedure as found in Grievance Procedure,

8

Step 4. The City may also elect to request any other remedy provided by the laws of the State of Ohio.

Section 6. The grievance procedure set forth in this Article shall be the sole and exclusive method for resolving matters which constitute grievances under this Agreement. Any decisions, results, or settlements reached under the terms of this grievance procedure, whether reached by an arbitrator's decision or at any pre-arbitration step of the procedure, shall be final, conclusive, and binding on the City, the F.O.P., and the employees.

Section 7. The Chief of Police and/or the Safety Director, and the F.O.P., may meet informally to discuss any questions or issues by mutual agreement, or the explanation of any procedure which is ambiguous. Any modification of this Agreement must be in writing and signed by all parties.

ARTICLE 7.1 **DISCIPLINE**

Section 1. Disciplinary action taken by the City for a non-probationary employee shall be only for just cause. Disciplinary action taken against a probationary employee shall not be appealable through the grievance procedure addressed in this Agreement.

Section 2. A non-probationary employee shall be provided a written notice of the charges and the reason(s) for disciplinary action(s) to be taken. Said notice shall be provided no less than seventy-two (72) hours prior to a pre-disciplinary conference that may result in suspension, loss

-or reduction of pay, demotion or termination of employment. The employee shall be entitled to attend the conference, with or without a F.O.P. representative of his or her choosing, or to waive attendance to the conference.

9

Section 3. Forms of discipline shall be:

1. Written warning;
2. Written reprimand;
3. Suspension (employee may, by mutual consent, use accrued holiday leave, accrued vacation leave or compensatory time in lieu of serving an unpaid suspension);
4. Demotion, and;
5. Discharge or termination of employment.

Section 4. An employee shall be permitted to review his/her own departmental work product, i.e., notes, report, body worn camera or dash cam video or audio prior to providing a written statement or submitting to an investigative interview concerning a formal internal investigation. Additionally, an employee shall be permitted to review the dash/body camera video or audio recordings produced as a result of another officer(s)' involvement in the incident under internal investigation if the incident involves the use of force or results in physical harm to a citizen.

ARTICLE 8
WAGE; OVERTIME AND COMPENSATORY TIME

Section 1. Wages. (Annual rates of pay; payable bi- weekly).~~Retroactive to November 1, 2020~~Retroactive to November 1, 2023, wages shall be increased by ~~2.25%~~4.0%. Effective November 1, ~~2021~~2024, wages shall be increased by ~~2.25~~3.75%.

Effective November 1, ~~2022~~2025, wages shall be increased by ~~23~~3.50%.

|

	Effective 11/1/ 2020 2023	Effective 11/1/ 2021 2024	Effective 11/1/ 2022 2025
<u>Sergeants</u>			
3 year anniversary	\$ 99,494 108,44	\$ 101,733 112,5	\$ 104,276 11
7 year anniversary *	\$ 101,484 110,6	\$ 103,767 114,7	\$ 106,362 11
10 year anniversary	\$ 101,732 110,8	\$ 104,021 115,0	\$ 106,621 11
13 year anniversary	\$ 101,981 111,1	\$ 104,276 115,3	\$ 106,882 11
16 year anniversary	\$ 102,230 111,4	\$ 104,530 115,6	\$ 107,143 11
19 year anniversary	\$ 102,479 111,7	\$ 104,785 115,8	\$ 107,404 11
22 year anniversary	\$ 102,728 111,9	\$ 105,039 116,1	\$ 107,665 12
25 year anniversary	\$ 102,976 112,2	\$ 105,293 116,4	\$ 107,925 12

* 7-25 year anniversary rates incorporate the longevity rates stipulated in Article 9, Longevity ~~for~~
Years of Service.
for Years of Service.

	Effective 11/1/ 2020 2023	Effective 11/1/ 2021 2024	Effective 11/1/ 2022 2025
<u>Lieutenants</u>			
3 year anniversary	\$ 112,428 122,3	\$ 114,958 127,14	\$ 117,832 131,5
7 year anniversary *	\$ 114,677 124,	\$ 117,257 129,68	\$ 120,189 134,2
10 year anniversary	\$ 114,957 125,	\$ 117,544 130,00	\$ 120,482 134,5
13 year anniversary	\$ 115,239 125,	\$ 117,832 130,31	\$ 120,778 134,8
16 year anniversary	\$ 115,520 125,	\$ 118,119 130,63	\$ 121,072 135,2
19 year anniversary	\$ 115,802 126,	\$ 118,408 130,95	\$ 121,368 135,5
22 year anniversary	\$ 116,082 126,	\$ 118,694 131,27	\$ 121,661 135,8
25 year anniversary	\$ 116,363 126,	\$ 118,981 131,59	\$ 121,956 136,1

* 7-25 year anniversary rates incorporate the longevity rates stipulated in Article 9, Longevity
for Years of Service.

Rank differential.

Retroactive to November 1, 20202023, Sergeants shall be paid wages equal to thirteen percent (13%) above police officers wages (over 2 years of service).

Retroactive to November 1, ~~2020~~2023, Lieutenants shall be paid wages equal to thirteen percent (13%) above Sergeants wages.

Specialist Pay.

Members of the SWAT team, Detectives, bicycle patrol, hostage negotiation and any other specialized units established by the Chief of Police, Evidence Technician and Traffic Bureau will receive an additional five percent (5%) of base pay. Percentage increases for specialist pay will be added to the base rate and computed in to overtime.

Section 2. Overtime; Compensatory time. Members of the F.O.P. shall be given the option of accumulating not more than ~~one~~two hundred ~~sixty~~(160)(200) hours of compensatory time off for overtime at the following rate: Overtime shall be paid for, or compensatory time shall be allowed on, the basis of one and one-half (1-1/2) hours' pay or compensatory time for each hour of overtime. There shall be no minimum overtime.

A. 8-Hour Employees. For 8-hour employees, overtime shall be compensated for at the one and one-half (1-1/2) basis only when such employee works not less than forty (40) hours during the week when overtime is required; except that a day taken off as vacation time, compensatory time, sick time, holiday/personal day or "switch time" shall be counted as a day (8 hours) worked for the purpose of computing overtime for that week.

B. 12-Hour Employees. For 12-hour employees, overtime shall be compensated at the one and one-half (1-1/2) basis only when such employee works not less than eighty (80) hours during the two-week pay period when overtime is required, except that a day taken off as vacation time, compensatory time, sick time,

holiday/personal day or “switch time” shall be counted as a normal scheduled day (twelve (12) hours) worked for the purpose of computing overtime for that two-week pay period.

Section 3. Court Time. Police officers who are notified to appear in court or are subpoenaed for depositions shall be compensated additionally if not on duty. The minimum time shall be three (3) hours. No compensation shall be paid if the Police Officer’s notice or subpoena is canceled prior to 11:00 p.m. that night before the officer is to arrive at the court or deposition.

Section 4. Call-in. Police officers who are notified to return to the Police Station for duty during time that they would otherwise be off duty shall ~~receive~~remain at work for a full three (3) hours. or If notified by a supervisor that all work is completed, the Police Officer may elect to go off duty prior to working three (3) hours. If the Police Officer elects to go off duty prior to working three (3) hours, they will only be compensated for the actual time they worked. The Police Officer shall be entitled to remain on duty for a minimum of three (3) ~~hours’ pay or work~~hours provided they respond to the notice by appearing in the station, on the clock, before any notice that the call for duty had been rescinded. Such three (3) hour minimum pay or work shall include travel time of thirty (30) minutes to and from the Police Station. A Police Officer may not be simultaneously compensated for work by an outside entity (i.e. side job) and the City of Beachwood under this section. Police Officers responding to call outs for special assignments unrelated to routine patrol (i.e. SWAT, K9, Bomb Squad, Accident Investigation Unit, etc.) shall always be entitled to a minimum of three hours pay regardless of the length of time worked.

Section 5. Holiday Work. Should an employee be scheduled, and in fact work, on the New Year’s Day, Martin Luther King, Jr. Day, President’s Day, Memorial Day, Independence Day,

-Labor Day, Thanksgiving Day, Friday after Thanksgiving Day and Christmas Day, he/she shall be paid at the current overtime rate in addition to the other usual treatment of holidays as contained elsewhere in this agreement.

Section 5.1 Compensation for Working Overtime on a Holiday. In the event that a member works more than eight (8) hours or twelve (12) hours on a Holiday, the member shall be compensated, for the hours or fraction thereof actually worked in excess of eight (8) or twelve (12) hours, whichever is applicable, at the rate of two and one-half (2-1/2) times the member's straight time hourly rate.

Section 6. Advanced Firearm Proficiency Compensation. Police Officers who successfully demonstrate advanced firearms proficiency in accordance with this section will receive an increase of one percent (1%) of their respective base pay calculated on the following January 15th of each year they successfully qualify (beginning January 15, 2024). The advanced firearms proficiency course of fire shall be the OPOTA duty pistol qualification course with a target 80% the size of the regular OPOTA duty pistol qualification target. The period in which eligibility will be determined shall open every November 1st hereafter (beginning November 1, 2023) and shall run until each subsequent December 31 (initially December 31, 2023) while this agreement is in effect.¹ Only active officers are eligible to receive the 1% increase as described in this section. Eligible officers must requalify each year during the denoted qualification period(s) to receive the 1% increase described in this section. The 1% increase in this section is a 1% increase in base pay for that respective year only. Should an employee qualify in multiple successive years, this

¹ Qualification periods to determine eligibility for this 1% increase are as follows: November 1, 2023 to December 31, 2023; November 1, 2024 to December 31, 2024; November 1, 2025 to December 31, 2025.

increase does not “stack” to 2% or 3%; rather, the increase remains a 1% increase on that year’s base pay. The 1% increase for advanced firearms proficiency will be added to the base rate and computed into overtime. This 1% increase, which shall be calculated on January 15th of each year for qualifying employees, shall be applied to the next available pay period. Should an employee fail to re-qualify under the terms of this section in any subsequent year, the 1% increase will be removed effective the pay period immediately following the January 15th after their failure to qualify. Upon any failure to re-qualify, the employee’s pay will revert to the appropriate prior rate of base pay.

Members of the Gold Bargaining Unit were made aware of this section prior to the ratification of this contract and were encouraged to qualify during the time period mentioned above (November 1, 2023 to December 31, 2023). The proposed 1% increase for the time period November 1, 2023 to October 31, 2024 shall apply retroactively to those officers who have proof of qualification on file with the Beachwood Police Department.

ARTICLE 9
LONGEVITY FOR YEARS OF SERVICE

As of November 17, 2014, the former longevity has been computed based upon the Patrolman's two-year anniversary pay and added to the wage scale based on the percentages below:

Year 7-9	2.00%
Year 10-12	2.25%
Year 13-15	2.50%
Year 16-18	2.75%
Year 19-21	3.00%
Year 22-24	3.25%
Year 25+	3.50%

Separately paid longevity has been eliminated.

Any member who has been employed as a full time Peace Officer by the State of Ohio, any of its political subdivisions, or private entities that employ certified sworn Peace Officers, and who is then employed by Beachwood within ten (10) years after termination from such other public employer shall be allowed to apply those prior years of service as years of credit to the longevity scale. The employee shall advise the City of relevant prior service time within six (6) months of employment with the City. Failure to inform the City constitutes a waiver of prior service credit.

ARTICLE 10
WORK WEEK; HOURLY RATE

Section 1. A workweek is forty (40) hours and begins with the Sunday night shift at 11:00 p.m., which ends Monday morning of each week. The Chief, at his/her discretion may assign the officers in one or more divisions to alternative shifts of greater than eight (8) hours in length, and the Chief shall not be required to assign all divisions to shifts of the same length. If the Chief elects to assign one or more divisions to shifts exceeding eight (8) hours, the Fraternal Order of Police (F.O.P.) shall have the right to vote regarding whether or not the provisions of this Agreement authorizing a workday in excess of eight (8) hours should be retained. Any such vote by the F.O.P. shall be held no earlier than twelve (12) and no later than eighteen (18) months after the Chief first implements any shift(s) in excess of eight (8) hours, and may be held only once for each occasion a shift changes. A majority of all of the members of the Fraternal Order of Police (FOP), including Patrol Officers, Sergeants and Lieutenants, shall be required to set aside the authority of the Chief

to establish shifts which are more than eight (8) hours in length as set forth in this Article.

A workday is at least eight (8) hours.

Section 2. Twelve-Hour/Day, Eighty-Hour/Bi-Weekly Duty Schedule. The Patrol Division twelve (12) hour bi-weekly duty schedule shall constitute eighty (80) hours comprised of six (6) twelve (12) hour shifts and one (1) eight (8) hour shift.

Section 3. The hourly rate shall be the annual rate divided by two thousand eighty (2,080).

Section 4. Ten-Hour/Day, Forty-Hour/Week Duty Schedule. Personnel assigned to other divisions or special duty assignments may be assigned to a duty schedule consisting of ten (10) hour shifts at the discretion of the Chief of Police.

Section 5. Should the Chief announce to the Union that he is contemplating reverting the Patrol Division to the eight (8) hour duty schedule, the Chief agrees to meet with the Union to discuss scheduling matters prior to deciding upon a scheduling change.

ARTICLE 11 **SHIFT RESCHEDULING**

Whenever any police officer is required to work a shift which ~~varies~~varies by more than four (4) hours from the officer's regular shift, and such shift change is made after the regular shift schedule has been posted for that month, except for time periods when being called in early or staying late, the officer shall be paid one fourth (1/4) hour of extra pay over the officer's regular pay. However, this "extra pay" shall not apply to the first four (4) times of shift rescheduling in any calendar year. This "extra pay" shall only apply when the rescheduling occurs within the division that the officer is assigned. "Extra pay" shall not apply to a rescheduling that occurs as a result of an officer being reassigned to a different division.

~~15~~

17

ARTICLE 12
DUES DEDUCTION

All employees in the bargaining unit may become dues- paying members of the F.O.P. Nothing in this Article shall be deemed to require any employee to become a member of the F.O.P.

The employer agrees to deduct F.O.P. dues and fees from any member of the bargaining unit who provides written authorization for a payroll dues and fees deduction. The F.O.P. shall indemnify the City and hold it harmless against any and all claims, demands, suits or other liability that may arise by reason of any action of the City in complying with the provisions of this Article.

ARTICLE 13
VACATION AND HOLIDAYS

Section 1. Vacation.

A. Annually, each member of the Police Department in active pay status for twelve (12) months continuous service shall be given two (2) weeks' vacation, provided further that each such full-time member with more than six (6) years of cumulative service shall be granted three (3) weeks' vacation, that each full time member with more than ten (10) years of cumulative service shall be granted four (4) weeks' vacation, and each full-time member with more than seventeen (17) years of cumulative service shall be granted five (5) weeks' vacation. The Chief of Police shall have the authority to schedule, suspend, postpone or cancel vacation days to meet management needs.

B. Vacations shall accrue each pay period as follows:

2 weeks' vacation - 3.08 hours per pay

3 weeks' vacation - 4.62 hours per pay

4 weeks' vacation - 6.16 hours per pay

5 weeks' vacation - 7.70 hours per pay

Members may carry over unused vacation leave at year's end up to a limit of one and one-half (1-1/2) times the annual allotment or be eligible to receive a payout of unused vacation hours at the end of each year. Such payout will be administered annually in the months of December and/or January.

C. Any police officer hired after January 1, 1987, who has accumulated and earned vacation time from being employed by the State of Ohio or any of its political subdivisions, and who is then employed by Beachwood within ten (10) years after termination from such other public employer shall be allowed to transfer up to three years of vacation time to his accumulated vacation time with the City. The employee shall advise the City of prior service time within six (6) months of employment with the City. Failure to inform the City constitutes a waiver of prior service credit.

Section 2. Holidays. Each member of the Police Department shall be entitled to and receive compensation for the following twelve (12) holidays - New Year's Day, Martin Luther King Day, President's Day, Easter, Memorial Day, 4th of July, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day, to be computed on the basis of an eight (8) hour day, each calendar year when the Patrol Division is assigned to 8-hour shifts, and, effective January 1, 2021 to be computed on the basis of a ~~10~~12-hour day each calendar year when the Patrol Division is assigned to 12-hour shifts. If an officer is scheduled and works one of the above listed holidays, he/she will be entitled to utilize that day at another time or be paid the time during the calendar year. In addition, at the end of the calendar year, each full-time member may elect to add eight (8) hours (when the Patrol Division is assigned to 8-hour shifts) or ~~ten (10)~~twelve (12) hours (when the Patrol Division is assigned to 12-hour shifts) to his/her

|

compensatory time accrued for each unused remaining holiday. However, such time added to his/her compensatory time and/or paid out may not exceed ten (10) days. Compensation for holidays will be in accordance with Police Department policy. The decision of the Chief to grant such request shall not be a grievance item, and the requirements of the department shall at all times be met. Holidays shall be prorated during the first and last year of employment based on date of hire or termination.

ARTICLE 14 **HOSPITALIZATION**

Members of the Police Department shall be entitled to medical coverage, including vision, dental, hearing and prescription drug coverage, as set forth in the attached Exhibit A.

The City may contract (if possible) with another Company and/or alternative coverage to maintain substantially similar benefit levels at lower rates.

The City agrees to discuss such changes with the ~~F.O.P.~~FOP, Lodge 86 prior to its final decision.

In the event that non-Bargaining Unit employees receive a materially better health care insurance plan, the Union may elect that coverage in lieu of the above plan and adopt the contributions that the non-Bargaining Unit employees are required to make, if ~~an yany~~, that are part of the structure of such plan.

Section 1. Members of the Bargaining Unit shall be entitled to medical coverage, including vision, dental, hearing, and prescription drug coverage, as set forth in the attached Exhibit A. Employees may select from a Health Savings Account Option, or a Health Reimbursement Account Option. All ~~Bargaining Unit~~bargaining unit members will be required to contribute ~~fifteen~~four percent (~~15%)~~4% of the

$$\frac{20}{18}$$

~~of the premium cost toward their health care. Effective January 1, 2022, all bargaining unit members will be required to contribute four percent (4%) of the premium cost toward their health care, and the Healthcare Allowance required by the 2017-2020 collective bargaining agreement will be discontinued.~~ premium cost toward their health care. The City will maintain an IRS §125 Plan (premium only plan) to make employees' contributions pre-tax. ~~Prior to January 1, 2022, the City's current coverage and benefits will remain unchanged.~~

Section 2. ~~Effective January 1, 2022, under~~ Under the Health Savings Account Option, the City will contribute annually to the ~~members~~ member's Health Savings Account in the amounts of two thousand one hundred dollars (\$2,100.00) for ~~Individual Coverage~~ individual coverage and four thousand two hundred dollars (\$4,200.00) for ~~Family Coverage~~ family coverage to help offset the deductibles ~~of two thousand eight hundred dollars (\$2,800.00) per individual and five thousand six hundred dollars (\$5,600.00) per family.~~ as determined by the Internal Revenue Service (IRS) for Health Savings accounts (HSA) which are qualified high deductible healthcare plans (HDHP). The City may increase deductible rates where such increases are identified by the Internal Revenue Service ("IRS") or by other federal agency directives pertaining to ~~HSA embedded deductible plans.~~ For 2021 only, the City shall pay any bargaining unit member on ~~single coverage the amount of any deductibles assessed exceeding two thousand six hundred dollars (\$2,600.00) up to a maximum payment of two hundred dollars (\$200.00); and shall pay any bargaining unit member on family coverage the amount of any deductibles assessed exceeding five thousand two hundred dollars (\$5,200.00) up to a maximum payment of four hundred dollars (\$400.00).~~ Health Savings Account embedded-deductible plans.

Once the money is deposited ~~into the employee's Health Savings Account~~ in this account the money belongs to the employee. Should an employee go from family coverage to individual coverage during the year the ~~city~~ City cannot reclaim money already provided to the member. If an

employee is hired or increases coverage during the year the City will deposit funds or additional funds at the following

~~19~~

percentages, one hundred percent (100%) if in the first quarter, seventy-five percent (75%) in the second quarter, fifty percent (50%) in the third quarter, and twenty-five percent (25%) in the fourth quarter. If an employee reduces coverage during the year or leaves the employment of the City during the year, a portion of the City's or employee's contribution may become taxable and subject to possible penalties based on IRS limitations. In addition to the amount funded by the City, the employee has the option of depositing additional funds up to the limits established by the IRS. The Health Savings Account shall at all times be subject to the prevailing tax and pension laws. Employees must open a Health Savings Account prior to the City being able to deposit funds. ~~The City can assist employees with opening this account with either PNC Bank or Park National Bank. Employees are free to use any bank they desire, however they must provide that banking information to the City.~~ Park National

21

Bank has an arrangement with the City to provide this account without an account fee (checks and other items may have a cost) and the City will assist employees with opening an account with Park National Bank. However, employees are not required to use Park National Bank and are free to use any bank they desire; however, they must provide that banking information to the City.

Section 3. The Health Reimbursement Account is only recommended if the member does not qualify for a Health Savings Account under IRS rules; the City's consultant will work with members with special circumstances that may disqualify them from having a Health Savings Account. Under the Health Reimbursement Account the deductibles are \$2,500.00 per individual and \$5,000.00 per family. However, the City will reimburse the member up to \$1,800.00 per individual and \$3,600.00 per family for cost incurred.

ARTICLE 14.1

WELLNESS VISITS/NICOTINE USE AND INSURANCE BUYOUTS

Wellness: The City Health Insurance will remain the same for the next three (3) years
except for the following:

~~20~~

The Wellness Program will be implemented by introducing three (3) programs to employees in an effort to decelerate the increasing cost of healthcare. The three (3) programs are: 1) Yearly routine/preventive wellness checkups; 2) Nicotine usage/cessation; and 3) Insurance buyouts.

Section 1. Yearly routine/preventive checkups: Beginning August 1, 2018 each employee and spouse (if applicable) will have submitted to a wellness exam during the prior year. The form for completion from the Doctor's office will go directly to the insurance broker for verification; no information will be forwarded to the City of Beachwood. If an employee and

-spouse (if applicable) do not submit to a wellness exam by the August 1st deadline, their employee contribution for health care will increase one hundred dollars (\$100.00) per person per month. This increase will be removed the following month in which the documentation is provided that the person went for a wellness check. The City will hold a wellness clinic at least one (1) time per year in order to assist employees in getting their most vital statistics. Beginning August 1, 2019, employees will be required to have the following tests performed: Cholesterol levels, Glucose levels, and Blood Pressure

Section 2. Nicotine use/cessation: Beginning August 1, 2018 each employee and spouse (if applicable) will be subject to a one hundred dollar (\$100.00) per person per month increase to the employee contribution for health insurance if the employee and/or spouse use nicotine products. All employees and spouses (if applicable) will be required to complete an affidavit indicating whether or not they are nicotine users.

For nicotine users, the City will support any smoking cessation alternatives that are under the direction of the employee's physician, and as long as the employee and/or spouse are actively engaged in smoking cessation, the increase in the monthly healthcare premium will be waived.

Section 3. Insurance buyouts: The City shall pay six hundred dollars (\$600.00) per month for any married employee who waives City healthcare benefits completely in lieu of their spouse's employment coverage. Single employees will be paid three hundred dollars (\$300.00) per month if the employee opts for coverage from outside employment.

Additionally, if an employee's spouse elects to not be covered by the City's health care benefits the employee will receive three hundred dollars (\$300.00) per month.

ARTICLE 15
PENSIONS

Section 1. Pension. Provided for by State law.

Section 2. Pension Pick-Up. Within a reasonable period from the ratification of this Contract, the City shall “pick up” and pay the members’ contribution to the Police and Fire Disability and Pension Fund. The members’ gross salary shall be reduced by the full amount of said contribution. The member contributions which are “picked up” by the City shall be treated in the same manner as contributions made by members prior to the commencement of the “pick up” program and will, therefore, be included in “compensation” for the purposes of the Police and Fire Disability Pension Fund benefit calculations, and for the purposes of the parties in fixing salaries and compensation of members as set forth in this Agreement. The City’s contribution to the Police and Fire Disability and Pension Fund will be calculated on the full salary of members before the pick-up is deducted from gross salary.

Section 3. Pension Contribution Protection. In the event that the State of Ohio increases the employee share of pension contributions and at the same time reduces the City's contribution, the City will make a one- time increase in the employee's wages by the same percentage as the change made by the State, effective as of the date of the change in State law. However, no adjustment will be made to offset an increase in the employee's contribution not offset by a corresponding reduction in the City contribution.

ARTICLE 16
UNIFORMS AND EQUIPMENT

A. Members of the Police Department shall wear such uniforms as directed by the Chief of Police, and approved by the Mayor, and shall be provided with such uniforms in the first

~~A.~~ year of service. Thereafter, each member shall be entitled to a clothing allowance of one thousand eight hundred fifty dollars (\$1,850.00) per year, payable seven hundred twenty five dollars (\$725.00) in the second pay period in January, three hundred seventy five dollars (\$375.00) in the second pay period in April, three hundred seventy five dollars (\$375.00) in the second pay period in July, and three hundred seventy five dollars (\$375.00) in the second pay period in October. Detectives shall receive an additional clothing allowance of three hundred dollars (\$300.00) per year. Duty belts, coats, weapons, holsters and body armor, including outer carriers and vests, to be approved by the Chief, and all other accessories required by the Department shall be furnished by the City.

~~B.~~

B

~~.Any~~ Sergeant who is promoted to Lieutenant shall ~~have a one-time option of forfeiting four (4) quarterly uniform allowances in lieu of the City purchasing~~ be entitled to one set of Lieutenant's clothing, purchased by the city, provided within a reasonable time frame of their promotion.

ARTICLE 17
SICK LEAVE, INJURY LEAVE, BEREAVEMENT LEAVE,
SWITCH TIME AND UNION LEAVE

Section 1. Sick Leave. Sick leave shall accumulate at the rate of four and six-tenths (4.6) hours for every eighty (80) hours worked in active pay ~~status¹status²~~, up to a maximum of one thousand ~~eight hundred~~

² Active pay status occurs when an employee has worked one (1,800) or more days in a pay period or has requested use of approved leave hours- supported by sufficient balances for one (1) or more days in the pay period. An inactive pay status my result from absences arising from claims allowed for workers' compensation, approved administrative leave or leaves without pay. The City will pay an employee sick leave benefits during any pay period as long as the employee is on active pay status during that pay period (i.e., paid leaves, etc.) However, if an employee spends only a port of time off on paid leave, he/she would be paid only for the portion of that time that he/she is on paid leave and not for any other time.

nine-hundred and fifty (1,950) hours. On an annual basis any officer who has in excess of one thousand ~~five-nine-hundred and fifty (1,500)~~950 hours at the end of each payroll year shall be entitled to convert thirty-three and one-third percent (33-1/3%) of the excess hours into a lump sum cash payment, or transfer the excess balance to his/her compensatory time bank. For example, if an officer has ~~one~~two thousand ~~five-hundred~~ and ~~ninety (1,590)~~forty (2,040) hours at the end of the payroll year, he/she has the option of transferring thirty (30) hours to his/her compensatory time bank, or receiving a lump sum cash payment of thirty (30) hours. Prior to the end of the first pay period of the subsequent year, officers with excess hours should notify the Finance Department in writing of their desire to transfer hours to the compensatory time bank. In the absence of such notification, any excess will be converted into a lump sum cash payment with the first pay of the subsequent year. Conversion of thirty-three and one-third percent (33-1/3%) sick leave to either a lump sum cash payment or compensatory time shall terminate any right to any future payment for all sick leave so converted. Upon death or retirement, an officer (or his/her estate) shall be entitled to convert fifty-five (55%) percent of the

~~Active pay status occurs when an employee has worked one (1) or more days in a pay period or has requested use of approved leave hours supported by sufficient balances for one (1) or more days in the pay period. An inactive pay status may result from absences arising from claims allowed for workers' compensation, approved administrative leave or leaves without pay. The City will pay an employee sick leave benefits during any pay period as long as the employee is on active pay status during that pay period (i.e., paid leaves, etc.) However, if an employee spends only a port of time off on paid leave, he/she would be paid only for the portion of that time that he/she is on paid leave and not for any other time.~~

accumulated but unused sick leave into a lump sum cash payment. Retirement shall be defined to mean eligibility to receive retirement ~~benefits after twenty (20) years of service to the City~~from the Ohio Police and Fire pension system or similar entity.

Section 2. Injury Leave. Injury leave shall be granted to any policeman who is injured in the course and scope of his employment with the City and shall not exceed four hundred eighty (480) working hours per injury(ies), and must be used within nine (9) months of the injury(ies). Injury leave shall not be deducted from sick leave. The period of time of nine (9) months shall begin to run from the date of occurrence causing the injury(ies). The time limits in this paragraph

shall not be subject to the grievance procedure, it being the intention of the parties that the said dates are firm and may not be extended for any reason.

Section 3. Bereavement Leave. Bereavement leave shall be granted to all Police Officers who are regularly scheduled to work the days for which they are requesting Bereavement Leave. Bereavement Leave shall be granted for a period not to exceed three (3) days, unless extended by the Chief of Police for exceptional circumstances or travel time_ for membersthe death of a member of the police officer's employee's immediate family_ or one (1) day for any other family member. Immediate family shall be defined as the employee's spouse, parent, child, stepchild, grandchild, parent, parent-sibling, grandparents, the "in-law, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law" counterparts of the aforementioned, or grandparent. Bereavement any other relative designated under the provisions of the Family Medical Leave Act. Police Officers may, with supervisory approval, use any available paid leave shall not be deducted from annual, including sick leave accrual, for additional time off as necessary. No amount of unused Bereavement Leave will be paid at year-end or upon termination.

Section 4. "Switch Time". Switch time may occasionally be approved in accordance with rules of the Chief to permit one (1) police officer to work for a second police officer, ordinarily of the same rank, in return for the second police officer then working for the first police officer. Both police officers who agree to this "switch time" shall do so in writing, setting forth the dates and times of the "switch" which should both occur within forty-five (45) days and shall be in the same calendar year. Such "switch" shall be considered as a limited exception to the workweek and no police officer shall be entitled to a greater benefit as a result of this limited practice. When an

_officer who is on switch time calls in sick, such time will be deducted from that officer's bank, not the officer with whom he traded.

Section 5. Union Leave. The President or other duly authorized representative of the Union Executive Committee may have up to seventy-two (72) hours of leave annually for Union ~~activities such as attending Union-related meetings, conventions, etc.~~

activities such as attending Union-related meetings, conventions, completing Union related tasks or projects, etc. The use of Union Leave shall be tracked and recorded by the City.

ARTICLE 18
USE OF LEAVE TIME

Vacation and sick time shall be taken in increments of not less than fifteen (15) minutes, and the total amount of vacation and/or sick leave taken shall not be less than one (1) hour.

ARTICLE 19
MILITARY LEAVE

Military leave shall be provided as set forth in the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 U.S.C. Section 4301, and other provisions of State and Federal law. While an employee is on active military service, the City shall reimburse the employee for the actual cost of the medical coverage elected by the employee and his/her dependents pursuant to the Consolidated Omnibus Budget Reconciliation Act (COBRA). An employee returning from active military service shall be entitled to ten (10) days paid administrative leave after his/her return from military service before he/she is required to return to work.

Employees on active military service shall not be entitled to any compensation or benefits from the City except as set forth in this Article 19.

ARTICLE 20
RETIREMENT; TERMINATION

Upon the retirement of any police officer with twenty (20) years or more service, the officer shall be presented with the officer's basic daily equipment, to include his service weapon,

handcuffs, and the badges the officer has accumulated throughout the officer's years of dedication to the City of Beachwood.

Members of the Police Department shall terminate their office and employment not later than their 65th birthday, or if they become unable mentally and/or physically to carry out the requirements of the position.

ARTICLE 21
UNFAIR LABOR PRACTICE

Provided for by State Law and Rules and Regulations of S.E.R.B.

ARTICLE 22
PERSONNEL FILES AND POLICY

Section 1. Understanding that in the administration of the Police Department the City maintains individual personnel files, an employee may be permitted to review his or her personnel file with at least a five (5) day written request. Upon written request, an employee shall be provided with an unredacted copy of his/her entire personnel file maintained by the City.

Section 2. Should an employee upon review of his or her file come across material of a negative or derogatory nature, the employee may provide a written and signed comment in rebuttal, mitigation or explanation of said material, which comment shall remain in the employee's file so long as the negative material remains.

Section 3. When an employee is charged with or is under investigation for alleged violations of departmental rules and regulations, reasonable efforts consistent with applicable law shall be made to withhold publication of the employee's name and the extent of disciplinary action

taken or contemplated until such time as a final interdepartmental ruling has been made and served upon the employee, except where the employee is charged with a felony.

Section 4. Release of photographs or personal information about any employee in relation to departmental matters shall not be provided to any news or related service without the prior consent of that employee, except in connection with a law enforcement activity.

Section 5. Discipline Records. The record of discipline shall not be considered for progressive-discipline purposes:

A. After two (2) years if the disciplinary procedure resulted in a reprimand, or a loss of wages of not more than one (1) day, and more than two (2) years have passed without a second violation since the date of the discipline.

B. After three (3) years if the disciplinary procedure resulted in a suspension and loss of wages of two (2) to seven (7) work days and three (3) years have passed from the date of violation without a second violation since the date of the discipline.

C. After five (5) years if the disciplinary procedure resulted in a suspension and loss of wages of more than seven (7) days, and/or a reduction in rank, and five (5) years have passed from the date of violation without a second violation since the date of the discipline.

ARTICLE 23 **LEGALITY**

It is the intent of the City and the F.O.P. that this Agreement comply, in every respect, with applicable legal statutes, charter requirements, governmental regulations which have the effect of

law, and judicial opinions, and if it is determined by proper authority that any provision of this Agreement is in conflict with law, that provision shall be null and void

ARTICLE 24
TRAINING TIME AND TUITION REIMBURSEMENT

Section 1. Travel Time – 8-Hour Shift Employees. Police Officers shall use a City vehicle to travel to and from required training programs, if available. Police Officers required to travel more than forty (40) miles (one way from City Hall and using the shortest route) by vehicle to attend mandatory training will be compensated an initial one (1) hour overtime pay for such travel time plus the actual hours spent traveling; however, this provision shall only apply when such travel is in excess of the police officer's eight (8) hour work day. The initial one (1) hour of overtime pay will be limited to one (1) hour per round trip.

Section 2. Travel Time – 12-Hour Shift Employees. Police officers assigned to attend training for periods of forty (40) hours or more shall, during the training assignment, revert to the eight (8) hour/day, forty (40) hour/week duty schedule. Police officers assigned to a training class at a location less than forty (40) miles from City Hall on a day in which he/she is scheduled to work twelve (12) hours will be required to respond to the police station to complete the workday. The police officer may use leave time for the remaining time in the workday in lieu of returning to the police station with permission from the Chief of Police or his/her designee. Training classes of a duration lasting more than one (1) day and less than five (5) days will be compensated and scheduled in a manner submitted by the police officer on a training request worksheet and agreed upon by the Chief of Police or his/her designee.

Police officers required to travel more than forty (40) miles (one way from City Hall and using the shortest route) by vehicle to attend mandatory training will be compensated an initial one (1) hour overtime pay for such travel time plus the actual hours spent traveling; however, this provision shall only apply when such travel is in excess of the police officer's eight (8) or twelve

(12) hour workday, whichever is applicable. For any excess time left in the twelve (12) hour workday, the officer will be required to respond to the police station to complete the workday or may use leave time to complete the twelve (12) hour workday if approved by the Chief of Police or his/her designee. The initial one (1) hour of overtime pay will be limited to one (1) hour per round trip.

Section 3. Travel Time – Air Travel. For air travel time, police officers will be compensated for the actual travel time beginning with their arrival at a Cleveland/Akron area airport and will end upon arrival at the final destination (hotel or training facility). For the return trip by air, the police officer will be compensated for their time spent beginning with their departure from the hotel or training facility and end when they have arrived at a Cleveland/Akron airport. In no instance shall a police officer be compensated for arriving at an airport more than two (2) hours prior to the flight boarding time.

Section 4. Tuition Reimbursement. Police officers who are covered by this Agreement are also eligible for reimbursement for educational expenses on the same basis as educational reimbursement is provided for non- bargaining unit employees. The current policy for educational reimbursement is set forth at Section 2.8 of the Administrative Salary Ordinance.

ARTICLE 25
LABOR MANAGEMENT & SAFETY COMMITTEE

Section 1. The Labor, Management & Safety Committee shall consist of the Chief and designee and the F.O.P. executive committee. The committee may meet quarterly or as needed by mutual agreement for the purpose of:

- ‡ 1. _____ To exchange or discuss issues of interest to the parties;

2. To discuss ways to improve efficiency or effectiveness of service to the community;
3. To promote harmonious relations between the F.O.P. and the Employer;
4. To discuss occupational safety and health issues.

Section 2. Either party may submit in writing a request to the other party to meet and shall exchange a written agenda five (5) business days in advance of the meeting. F.O.P. committee members shall suffer no loss of pay while attending committee meetings.

ARTICLE 26 **SENIORITY**

Section 1. Seniority Defined. For all other purposes set forth in this Agreement, seniority shall be defined as follows:

- 1. Total Seniority.** Total seniority is an employee's uninterrupted length of continuous full-time employment with the City of Beachwood.
- 2. Departmental Seniority.** Departmental seniority is an employee's total uninterrupted length of full-time employment with the City of Beachwood Police Department.
- 3. Classification Seniority.** Classification seniority is an employee's total uninterrupted continuous full-time service as a patrol officer, sergeant or lieutenant.

4. **Breaks in Seniority.** The following situations constitute breaks in continuous service:
5. Retirement, voluntary resignation or termination of employment;
6. Layoff for more than thirty-six (36) months or failure to return to duty within twenty-one (21) calendar days of a recall from layoff;
7. Failure to return to duty within three (3) calendar days from leave of absence.

33
ARTICLE 27
LAYOFF AND RECALL

Section 1. Notice. When the City determines that a lack of work, lack of funds or reorganization in operations requires a reduction in force (i.e., layoff or abolishment), the City shall notify the F.O.P. and the affected employee(s), in writing, at least thirty (30) calendar days in advance of the effective date of reduction. The City, upon request from the F.O.P., agrees to meet and discuss the impact of the reduction of force on F.O.P. members.

Section 2. Procedure. When the City determines that a reduction in force will occur, affected employee(s) will be reduced in accordance with seniority within the affected job classification, with the least senior employee subject to reduction first.

Section 3. Bumping Rights. An employee residing in a higher classification, i.e. Sergeant, Lieutenant or other ranking officers shall be reduced in accordance with classification seniority within the affected job classification and may displace lower ranking employees in accordance with total seniority with the City. Patrol officers with the least amount of total seniority shall be laid off first provided that any part-time employees or probationary employees are laid off first.

Section 4. Recall Rights. Employees who are laid off shall be placed on a recall list for a period of thirty-six (36) months. Employees shall be recalled in inverse order of the lay-off, i.e., most senior recalled first. Recall notice(s) shall be sent to employee(s) by registered mail and a

|

~~32~~

copy to the F.O.P. The recalled employee shall have fourteen (14) calendar days, following the date of receipt of notice of recall to inform the employer of the employee's intention to return to work.

Section 5. Supersession. The parties specifically intend to supersede the Ohio Revised Code regarding Layoff and Recall.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

~~33~~

35

ARTICLE 28
DURATION

This Agreement represents a complete and final understanding on all bargaining issues between the City and F.O.P., and shall supersede previous Agreements. It shall be effective and remain in full force and effect from the date of ratification (~~August 2, 2021~~XX/XX/XXXX), until October 31, ~~2023~~2026, and thereafter from year to year unless at least ninety (90) days prior to said expiration date, either party gives timely written notice to the other of an intent to negotiate on any or all of its provisions, pursuant to O.R.C. Section 4117.14. If such notice is given, negotiations shall be promptly commenced and this Agreement shall remain in full force and effect until an amended Agreement is agreed to.

Signed this _____ day of _____, ~~2021~~2024, at Beachwood, Ohio, which Agreement shall be binding upon their successors in office.

CITY OF BEACHWOOD

FRATERNAL ORDER OF POLICE,
BEACHWOOD LODGE 86

By: _____
Martin S. HorwitzJustin Berns
Mayor/Safety Director

By: _____
Chuck Aliff
FOP/OLC Staff Representative

By: _____
Stewart HastingsR. Todd Hunt
Law Director

4318-20-04

Exhibit A

|

Exhibit A

SUMMARY OF COVERAGE AND BENEFITS INSURANCE

CITY OF BEACHWOOD

Exhibit A

Health Benefits	(3)	(4)	(5)
	MMO /COSE SUPERMED PLUS Renewal (8/1/2023 - 12/31/2023) H.S.A 3000	MMO /COSE SUPERMED PLUS Renewal H.R.A 2500 City Funds \$1,800/\$3,600	MMO /COSE SUPERMED PLUS (1/1/2024 - 12/31/2024) H.S.A 3200
Deductible			
Network:	\$3,000 / \$6,000	\$2,500 / \$5,000	\$3,200 / \$6,400
Non-Network:	\$5,000 / \$10,000	\$5,000 / \$10,000	\$5,000 / \$10,000
Co-insurance			
Network:	0%	0%	0%
Non-Network:	40%	40%	40%
Out of Pocket (excludes deductible)			
Network:	N/A	N/A	N/A
Non-Network:	\$5,000 / \$10,000	\$5,000 / \$10,000	\$5,000 / \$10,000
Office Visits (Illness/Injury)			
Network:	0% after deductible	0% after deductible	0% after deductible
Non-Network:	40%	40%	40%
Routine Physical exam / well child visit			
Network:	covered at 100%	covered at 100%	covered at 100%
Non-Network:	40%	40%	40%
Routine Diagnostics			
Network:	covered at 100%	covered at 100%	covered at 100%
Non-Network:	40%	40%	40%
Emergency Room			
Network:	0% after deductible	0% after deductible	0% after deductible
Non-Network:	40%	40%	40%
Urgent Care			
Network:	0% after deductible	0% after deductible	0% after deductible
Non-Network:	40%	40%	40%
Inpatient Coverage			
Network:	0% after deductible	0% after deductible	0% after deductible
Non-Network:	40%	40%	40%
Outpatient Surgery Hospital			
Network:	0% after deductible	0% after deductible	0% after deductible
Non-Network:	40%	40%	40%
Complex Imaging (MRI's, PET, CT Scans ..)			
Network:	0% after deductible	0% after deductible	0% after deductible
Non-Network:	40%	40%	40%
Lifetime Max			
Network:	UNLIMITED	UNLIMITED	UNLIMITED
Non-Network:	UNLIMITED	UNLIMITED	UNLIMITED
Prescriptions			
Subject to Rx Deductible			
Pharmacy (30 day supply)	0% after deductible	0% after deductible	0% after deductible
Mail Order (90 day supply)			

[*HSA deductible amounts may change consistent with I.R.S. or other federal agency directives pertaining to HSA embedded-deductible plans.](#)

Side letter re: Letter Agreement

BETWEEN
FRATERNAL ORDER OF POLICE
BEACHWOOD LODGE 86 (SERGEANTS
AND LIEUTENANTS) AND
CITY OF BEACHWOOD
HEALTHCARE COMMITTEE

WHEREAS, the parties'
desire to enter into this Side Letter
Agreement to facilitate discussions
on health insurance benefits prior to
collective bargaining negotiations;
and

WHEREAS, the parties have
meet and negotiated the terms of this
Side Letter Agreement.

N

O

W

2

T

H

E

R

E

F

O

R

E

2

t
h
e
p
a
r
t
i
e
s
a
g
r
e
e
a
s
f
o
l
l
o
w

s
:
F
o
r
m
a
t
i
o
n
o
f
H
e
a
l
t
h
C
a
r
e

C

o

m

m

i

t

t

e

e

The Union may select one of its members and/or a designee as a participant in a health care committee to be established by the City and the City's unions to discuss issues related to the health insurance provided by the City. The committee shall consist of the Mayor, one (1) member from the Mayor's office, up to three (3) additional designees of the Mayor, and one (1) member and/or a designee from each union representing City employees. The purpose of the committee is to provide the City and the current provider with suggestions on the provision of health care services and concerns with current coverage. The purpose of the committee is also for the City to provide the committee with information related to potential changes in health care coverage and/or providers. The committee may discuss, and by majority agreement, issue recommendations regarding a change in health care providers or insurers. However, the committee is not responsible for selecting the health care provider or determining the level of benefits. Recommendations from the committee shall not be binding upon the parties. Any changes in health care benefits shall be subject to good-faith bargaining and

agreement by the parties. The committee shall at a minimum meet at least annually to address any issues with the health care plan and once after bids for a change in health insurance have been received. Before and after bids, the health care provider and/or City shall provide the committee members and/or designees information concerning insurance usage, information relating to potential renewal rates, potential plan change options, and any other information sought potentially impacting insurance costs. Either the City or any member of the committee may request to convene a meeting at any time with preferably at least a five days' notice.

3-6 This Side Letter Agreement shall become effective and binding on the parties when it is ratified by the Union and City Council.

CITY OF BEACHWOOD: _____ FOP LODGE 86:

Justin Berns, Mayor

Maxwell Zugay, Lodge 86 Associate

Chuck Aliff, FOP/Representative

**BEACHWOOD PUBLIC WORKS DEPARTMENT
INTER-OFFICE MEMORANDUM**

TO: Mayor Justin Berns

FR: Chris Arrietta, Public Works Director

DT: April 29, 2024

RE: Council Agenda Item: Rectangular Rapid Flashing Beacons

Mayor,

We received 5 bids for the installation of the pedestrian crossing safety devices on George Zeiger Drive and Fairmount Boulevard. The bids were opened on April 11, 2024 and The Ruhlin Company was the lowest and best bid with a total cost of \$96,391.00. We believe the Ruhlin Company can successfully complete this project and recommend moving forward with accepting the bid. With your permission, I would like to place this item on the next agenda.



April 17, 2024
2023119.91

**Chris Arrietta, Public Works Director
City of Beachwood
23355 Mercantile Road
Beachwood, Ohio 44122**

Dear Mr. Arrietta:

Bids were opened on April 11, 2024 for the 2024 Traffic Control Improvements Project. Five (5) bids were received. A bid summary is listed below:

<u>Contractor</u>	<u>Bid Total</u>
1. Ruhlin Company	\$96,391.00
2. Miller Cable Company	\$109,500.00
3. Signal Service	\$118,380.75
4. Perram Electric	\$133,900.00
5. TraffTech	Withdrawn

The project must be completed with 180 days of Notice of Authorization to Proceed as specified in the General Conditions of the Bid Documents.

The project includes the the installation of Rectangular Rapid Flashing Beacons (RRFB) on Fairmount Boulevard and George Zeiger Drive.

The low bid was submitted by The Ruhlin Company.

We hereby recommend the City to enter a contract with The Ruhlin Company for the 2024 Traffic Control Improvements as the lowest and best bid for a not to exceed price of \$96,391.00. Enclosed herewith is a tabulation of the bids received.

Very truly yours,
GPD Group

A handwritten signature in black ink that reads "Kevin Westbrooks".

Kevin Westbrooks, PE, PTOE
Traffic Engineer

cc: Mayor Justin Berns
File 2023119.91

BID TABULATION
2024 Traffic Control Improvements
 CITY OF BEACHWOOD, OHIO
 BIDS OPENED: 11 APRIL 2024 @ 1:00 PM

REFERENCE #	BIDDER	CATEGORY	CMS	DESCRIPTION	QUANTITY	UNIT	UNIT \$	TOTAL \$
1	RUHLIN	EROSION CONTROL	659	SEEDING, MISC.: LAWN RESTORATION	8	SY	\$ 175.00	\$ 1,400.00
1	MILLER CABLE	EROSION CONTROL	659	SEEDING, MISC.: LAWN RESTORATION	8	SY	\$ 500.00	\$ 4,000.00
1	PERRAM ELECTRIC	EROSION CONTROL	659	SEEDING, MISC.: LAWN RESTORATION	8	SY	\$ 1.00	\$ 8.00
1	SIGNAL SERVICE	EROSION CONTROL	659	SEEDING, MISC.: LAWN RESTORATION	8	SY	\$ 334.00	\$ 2,672.00
2	RUHLIN	TRAFFIC CONTROL	625	CONDUIT, 2", 725.04	73	FT	\$ 33.00	\$ 2,409.00
2	MILLER CABLE	TRAFFIC CONTROL	625	CONDUIT, 2", 725.04	73	FT	\$ 26.50	\$ 1,934.50
2	PERRAM ELECTRIC	TRAFFIC CONTROL	625	CONDUIT, 2", 725.04	73	FT	\$ 43.95	\$ 3,208.35
2	SIGNAL SERVICE	TRAFFIC CONTROL	625	CONDUIT, 2", 725.04	73	FT	\$ 12.75	\$ 930.75
3	RUHLIN	TRAFFIC CONTROL	625	CONDUIT, JACKED OR DRILLED, 725.04, 3"	82	FT	\$ 93.00	\$ 7,626.00
3	MILLER CABLE	TRAFFIC CONTROL	625	CONDUIT, JACKED OR DRILLED, 725.04, 3"	82	FT	\$ 64.00	\$ 5,248.00
3	PERRAM ELECTRIC	TRAFFIC CONTROL	625	CONDUIT, JACKED OR DRILLED, 725.04, 3"	82	FT	\$ 109.50	\$ 8,979.00
3	SIGNAL SERVICE	TRAFFIC CONTROL	625	CONDUIT, JACKED OR DRILLED, 725.04, 3"	82	FT	\$ 68.00	\$ 5,576.00
4	RUHLIN	TRAFFIC CONTROL	625	TRENCH	57	FT	\$ 9.00	\$ 513.00
4	MILLER CABLE	TRAFFIC CONTROL	625	TRENCH	57	FT	\$ 15.00	\$ 855.00
4	PERRAM ELECTRIC	TRAFFIC CONTROL	625	TRENCH	57	FT	\$ 32.80	\$ 1,869.60
4	SIGNAL SERVICE	TRAFFIC CONTROL	625	TRENCH	57	FT	\$ 28.00	\$ 1,596.00
5	RUHLIN	TRAFFIC CONTROL	625	TRENCH IN PAVED AREA	16	FT	\$ 75.00	\$ 1,200.00
5	MILLER CABLE	TRAFFIC CONTROL	625	TRENCH IN PAVED AREA	16	FT	\$ 40.00	\$ 640.00
5	PERRAM ELECTRIC	TRAFFIC CONTROL	625	TRENCH IN PAVED AREA	16	FT	\$ 34.80	\$ 556.80
5	SIGNAL SERVICE	TRAFFIC CONTROL	625	TRENCH IN PAVED AREA	16	FT	\$ 167.25	\$ 2,676.00
6	RUHLIN	TRAFFIC CONTROL	625	PULL BOX, 725.08, 24"	3	EACH	\$ 1,450.00	\$ 4,350.00
6	MILLER CABLE	TRAFFIC CONTROL	625	PULL BOX, 725.08, 24"	3	EACH	\$ 1,300.00	\$ 3,900.00
6	PERRAM ELECTRIC	TRAFFIC CONTROL	625	PULL BOX, 725.08, 24"	3	EACH	\$ 2,020.00	\$ 6,060.00
6	SIGNAL SERVICE	TRAFFIC CONTROL	625	PULL BOX, 725.08, 24"	3	EACH	\$ 1,630.00	\$ 4,890.00
7	RUHLIN	TRAFFIC CONTROL	625	GROUND ROD	6	EACH	\$ 325.00	\$ 1,950.00
7	MILLER CABLE	TRAFFIC CONTROL	625	GROUND ROD	6	EACH	\$ 265.00	\$ 1,590.00
7	PERRAM ELECTRIC	TRAFFIC CONTROL	625	GROUND ROD	6	EACH	\$ 325.00	\$ 1,950.00
7	SIGNAL SERVICE	TRAFFIC CONTROL	625	GROUND ROD	6	EACH	\$ 208.00	\$ 1,248.00
8	RUHLIN	TRAFFIC CONTROL	625	UNDERGROUND WARNING/MARKING TAPE	73	FT	\$ 1.00	\$ 73.00
8	MILLER CABLE	TRAFFIC CONTROL	625	UNDERGROUND WARNING/MARKING TAPE	73	FT	\$ 1.50	\$ 109.50
8	PERRAM ELECTRIC	TRAFFIC CONTROL	625	UNDERGROUND WARNING/MARKING TAPE	73	FT	\$ 3.55	\$ 259.15
8	SIGNAL SERVICE	TRAFFIC CONTROL	625	UNDERGROUND WARNING/MARKING TAPE	73	FT	\$ 1.00	\$ 73.00
9	RUHLIN	TRAFFIC CONTROL	630	REMOVAL OF GROUND MOUNTED SIGN AND REERECTION	4	EACH	\$ 275.00	\$ 1,100.00
9	MILLER CABLE	TRAFFIC CONTROL	630	REMOVAL OF GROUND MOUNTED SIGN AND REERECTION	4	EACH	\$ 125.00	\$ 500.00
9	PERRAM ELECTRIC	TRAFFIC CONTROL	630	REMOVAL OF GROUND MOUNTED SIGN AND REERECTION	4	EACH	\$ 185.00	\$ 740.00
9	SIGNAL SERVICE	TRAFFIC CONTROL	630	REMOVAL OF GROUND MOUNTED SIGN AND REERECTION	4	EACH	\$ 45.00	\$ 180.00

BID TABULATION
2024 Traffic Control Improvements
 CITY OF BEACHWOOD, OHIO
 BIDS OPENED: 11 APRIL 2024 @ 1:00 PM

REFERENCE #	BIDDER	CATEGORY	CMS	DESCRIPTION	QUANTITY	UNIT	UNIT \$	TOTAL \$
10	RUHLIN	TRAFFIC CONTROL	630	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL	2	EACH	\$ 65.00	\$ 130.00
10	MILLER CABLE	TRAFFIC CONTROL	630	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL	2	EACH	\$ 75.00	\$ 150.00
10	PERRAM ELECTRIC	TRAFFIC CONTROL	630	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL	2	EACH	\$ 185.00	\$ 370.00
10	SIGNAL SERVICE	TRAFFIC CONTROL	630	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL	2	EACH	\$ 33.00	\$ 66.00
11	RUHLIN	TRAFFIC CONTROL	630	SIGNING, MISC.: RECTANGULAR RAPID FLASHING BEACON (RRFB) SIGN ASSEMBLY	4	EACH	\$ 6,500.00	\$ 26,000.00
11	MILLER CABLE	TRAFFIC CONTROL	630	SIGNING, MISC.: RECTANGULAR RAPID FLASHING BEACON (RRFB) SIGN ASSEMBLY	4	EACH	\$ 8,800.00	\$ 35,200.00
11	PERRAM ELECTRIC	TRAFFIC CONTROL	630	SIGNING, MISC.: RECTANGULAR RAPID FLASHING BEACON (RRFB) SIGN ASSEMBLY	4	EACH	\$ 12,975.00	\$ 51,900.00
11	SIGNAL SERVICE	TRAFFIC CONTROL	630	SIGNING, MISC.: RECTANGULAR RAPID FLASHING BEACON (RRFB) SIGN ASSEMBLY	4	EACH	\$ 12,290.00	\$ 49,160.00
12	RUHLIN	TRAFFIC CONTROL	630	SIGNING, MISC.: SOLAR-POWERED RECTANGULAR RAPID FLASHING BEACON (RRFB) ASSEMBLY	2	EACH	\$ 8,900.00	\$ 17,800.00
12	MILLER CABLE	TRAFFIC CONTROL	630	SIGNING, MISC.: SOLAR-POWERED RECTANGULAR RAPID FLASHING BEACON (RRFB) ASSEMBLY	2	EACH	\$ 9,500.00	\$ 19,000.00
12	PERRAM ELECTRIC	TRAFFIC CONTROL	630	SIGNING, MISC.: SOLAR-POWERED RECTANGULAR RAPID FLASHING BEACON (RRFB) ASSEMBLY	2	EACH	\$ 10,935.00	\$ 21,870.00
12	SIGNAL SERVICE	TRAFFIC CONTROL	630	SIGNING, MISC.: SOLAR-POWERED RECTANGULAR RAPID FLASHING BEACON (RRFB) ASSEMBLY	2	EACH	\$ 10,000.00	\$ 20,000.00
13	RUHLIN	TRAFFIC CONTROL	631	REMOVAL, MISC.: PEDESTRIAN FLASHER ASSEMBLIES	2	EACH	\$ 725.00	\$ 1,450.00
13	MILLER CABLE	TRAFFIC CONTROL	631	REMOVAL, MISC.: PEDESTRIAN FLASHER ASSEMBLIES	2	EACH	\$ 500.00	\$ 1,000.00
13	PERRAM ELECTRIC	TRAFFIC CONTROL	631	REMOVAL, MISC.: PEDESTRIAN FLASHER ASSEMBLIES	2	EACH	\$ 740.00	\$ 1,480.00
13	SIGNAL SERVICE	TRAFFIC CONTROL	631	REMOVAL, MISC.: PEDESTRIAN FLASHER ASSEMBLIES	2	EACH	\$ 198.00	\$ 396.00
14	RUHLIN	TRAFFIC CONTROL	625	LIGHT POLE FOUNDATION, 24" X 6' DEEP	6	EACH	\$ 1,485.00	\$ 8,910.00
14	MILLER CABLE	TRAFFIC CONTROL	625	LIGHT POLE FOUNDATION, 24" X 6' DEEP	6	EACH	\$ 1,900.00	\$ 11,400.00
14	PERRAM ELECTRIC	TRAFFIC CONTROL	625	LIGHT POLE FOUNDATION, 24" X 6' DEEP	6	EACH	\$ 2,535.00	\$ 15,210.00
14	SIGNAL SERVICE	TRAFFIC CONTROL	625	LIGHT POLE FOUNDATION, 24" X 6' DEEP	6	EACH	\$ 1,442.00	\$ 8,652.00
15	RUHLIN	TRAFFIC CONTROL	632	POWER CABLE, 2 CONDUCTOR, NO. 4 AWG	590	FT	\$ 7.00	\$ 4,130.00
15	MILLER CABLE	TRAFFIC CONTROL	632	POWER CABLE, 2 CONDUCTOR, NO. 4 AWG	590	FT	\$ 8.50	\$ 5,015.00
15	PERRAM ELECTRIC	TRAFFIC CONTROL	632	POWER CABLE, 2 CONDUCTOR, NO. 4 AWG	590	FT	\$ 4.55	\$ 2,684.50
15	SIGNAL SERVICE	TRAFFIC CONTROL	632	POWER CABLE, 2 CONDUCTOR, NO. 4 AWG	590	FT	\$ 5.00	\$ 2,950.00
16	RUHLIN	TRAFFIC CONTROL	632	POWER SERVICE, AS PER PLAN	1	EACH	\$ 3,200.00	\$ 3,200.00
16	MILLER CABLE	TRAFFIC CONTROL	632	POWER SERVICE, AS PER PLAN	1	EACH	\$ 1,450.00	\$ 1,450.00
16	PERRAM ELECTRIC	TRAFFIC CONTROL	632	POWER SERVICE, AS PER PLAN	1	EACH	\$ 2,425.00	\$ 2,425.00
16	SIGNAL SERVICE	TRAFFIC CONTROL	632	POWER SERVICE, AS PER PLAN	1	EACH	\$ 2,423.00	\$ 2,423.00
17	RUHLIN	TRAFFIC CONTROL	632	CONDUIT RISER, 2" DIAMETER	1	EACH	\$ 1,175.00	\$ 1,175.00
17	MILLER CABLE	TRAFFIC CONTROL	632	CONDUIT RISER, 2" DIAMETER	1	EACH	\$ 608.00	\$ 608.00
17	PERRAM ELECTRIC	TRAFFIC CONTROL	632	CONDUIT RISER, 2" DIAMETER	1	EACH	\$ 1,005.00	\$ 1,005.00
17	SIGNAL SERVICE	TRAFFIC CONTROL	632	CONDUIT RISER, 2" DIAMETER	1	EACH	\$ 552.00	\$ 552.00
18	RUHLIN	MAINTENANCE OF TRAFFIC	614	MAINTAINING TRAFFIC	1	LS	\$ 2,175.00	\$ 2,175.00
18	MILLER CABLE	MAINTENANCE OF TRAFFIC	614	MAINTAINING TRAFFIC	1	LS	\$ 6,500.00	\$ 6,500.00
18	PERRAM ELECTRIC	MAINTENANCE OF TRAFFIC	614	MAINTAINING TRAFFIC	1	LS	\$ 2,724.60	\$ 2,724.60
18	SIGNAL SERVICE	MAINTENANCE OF TRAFFIC	614	MAINTAINING TRAFFIC	1	LS	\$ 3,040.00	\$ 3,040.00

BID TABULATION
2024 Traffic Control Improvements
 CITY OF BEACHWOOD, OHIO
 BIDS OPENED: 11 APRIL 2024 @ 1:00 PM

REFERENCE #	BIDDER	CATEGORY	CMS	DESCRIPTION	QUANTITY	UNIT	UNIT \$	TOTAL \$
19	RUHLIN	MAITENANCE OF TRAFFIC	614	LAW ENFORCEMENT OFFICER WITH PATROL CAR FOR ASSISTANCE	20	HR	\$ 90.00	\$ 1,800.00
19	MILLER CABLE	MAITENANCE OF TRAFFIC	614	LAW ENFORCEMENT OFFICER WITH PATROL CAR FOR ASSISTANCE	20	HR	\$ 70.00	\$ 1,400.00
19	PERRAM ELECTRIC	MAITENANCE OF TRAFFIC	614	LAW ENFORCEMENT OFFICER WITH PATROL CAR FOR ASSISTANCE	20	HR	\$ 80.00	\$ 1,600.00
19	SIGNAL SERVICE	MAITENANCE OF TRAFFIC	614	LAW ENFORCEMENT OFFICER WITH PATROL CAR FOR ASSISTANCE	20	HR	\$ 115.00	\$ 2,300.00
20	RUHLIN	INCIDENTALS	SPCL	CONTIGENCY ALLOWANCE	1	LS	\$ 9,000.00	\$ 9,000.00
20	MILLER CABLE	INCIDENTALS	SPCL	CONTIGENCY ALLOWANCE	1	LS	\$ 9,000.00	\$ 9,000.00
20	PERRAM ELECTRIC	INCIDENTALS	SPCL	CONTIGENCY ALLOWANCE	1	LS	\$ 9,000.00	\$ 9,000.00
20	SIGNAL SERVICE	INCIDENTALS	SPCL	CONTIGENCY ALLOWANCE	1	LS	\$ 9,000.00	\$ 9,000.00

TOTAL	
RUHLIN	\$ 96,391.00
MILLER CABLE	\$ 109,500.00
PERRAM ELECTRIC	\$ 133,900.00
SIGNAL SERVICE	\$ 118,380.75

A RESOLUTION ACCEPTING A CERTAIN BID FROM THE RUHLIN COMPANY, FOR INSTALLATION OF A RECTANGULAR RAPID FLASHING BEACON (RRFB); AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, five (5) bids were received by the Clerk on April 11, 2024, for Purchase and Installation of a Rectangular Rapid Flashing Beacon (RRFB), pursuant to advertising for competitive bidding as required by law; and

WHEREAS, the bid of The Ruhlin Company, in an amount not to exceed Ninety-Six Thousand Three Hundred Ninety-One Dollars and No Cents (\$96,391.00), was the lowest and best base bid received; and

WHEREAS, the Mayor has recommended that Council accept the bid of The Ruhlin Company.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Beachwood, County of Cuyahoga, and State of Ohio, that:

Section 1: Based upon the recommendation of Mayor Berns, the base bid of The Ruhlin Company is found to be the lowest and best bid received for Installation of a Rectangular Rapid Flashing Beacon (RRFB), in an amount not to exceed Ninety-Six Thousand Three Hundred Ninety-One Dollars and No Cents (\$96,391.00).

Section 2: The Mayor is authorized to enter into a contract on behalf of the City of Beachwood, Ohio with said Company.

Section 3: It is found and determined that all formal actions and deliberations of Council and its committees, relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

Section 4: This Resolution is hereby declared to be an urgent measure necessary for the immediate preservation of the public peace, health, or safety or the efficient operation of the City, and for the further reason that the work may begin as soon as possible; wherefore, this Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

WHEREFORE, this Resolution shall be in full force and effect from and after the earliest date permitted by law.

Attest: I hereby certify this legislation was duly adopted on the 6th day of May, 2024, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 7th day of May, 2024.

Clerk

Approval: I have approved this legislation this 7th day of May, 2024 and filed it with the Clerk.

Mayor

CONTRACT WITH THE RUHLIN COMPANY FOR PURCHASE AND INSTALLATION OF A RECTANGULAR RAPID FLASHING BEACON (RRFB); AND DECLARING THIS TO BE AN URGENT MEASURE

This Contract is entered into by and between The Ruhlin Company, 6931 Ridge Road, Sharon Center, Ohio 44274 ("Contractor") and the CITY OF BEACHWOOD, OHIO, 25325 Fairmount Boulevard, Beachwood, Ohio 44122 ("City");

WHEREAS, the Clerk of Council, pursuant to a Motion passed by Council on **January 8, 2024**, advertised for bids for the work and/or services, hereinafter described, on **March 28, 2024 and April 4, 2024** which bids were due on or before **1:00 o'clock P.M. on Thursday, April 11, 2024**, at which time all bids were publicly opened and immediately tabulated and filed for public inspection with the Clerk of Council; and

WHEREAS, Council received the tabulation of the bids at a Public meeting held on **May 6, 2024**, at which time Council adopted **Ordinance No. 2024-** approving the bid of the Contractor to be the lowest and best base bid ("Bid") and awarding this Contract.

WITNESSETH, that in consideration of the Contractor being recommended by the Mayor and chosen by the City, and for the money considerations provided herein, the parties covenant and agree as follows:

1. Based upon the recommendation of the Mayor, and as approved by City Council, the Mayor is authorized to enter into this Contract for the Purchase and Installation of a Rectangular Rapid Flashing Beacon (RRFB) with the Contractor, in an amount not to exceed Ninety-Six Thousand Three Hundred Ninety-One Dollars and No Cents (\$96,391.00).

2. The Contractor shall provide labor and materials for Purchase and Installation of a Rectangular Rapid Flashing Beacon (RRFB) as submitted in its base bid proposal and in accordance with the City's specifications. Before commencing any work, Contractor shall submit an action plan for approval by the Beachwood Police Department showing the means the Contractor will use to comply with the Supervision and Safety requirements contained in the specifications. All work shall be completed in accordance with a time schedule approved by the Public Works Director.

3. The Contractor shall furnish the Public Works Director and City Finance Director with a record of services rendered monthly, not later than five (5) days following the end of each month of the activity on forms approved by the Finance Director.

4. The Contractor is an independent contractor, having discretion over the means, methods and details of the services to be performed consistent with the overall goals and policies of the Public Works Department of the City of Beachwood, and shall provide all equipment, materials and labor necessary to perform the services. Contractor shall provide any necessary training of its employees. Contractor shall be responsible for arranging for Workers' Compensation coverage or equivalent for its employees, and shall deliver to the City a copy of a certificate showing compliance with such laws and shall comply with all laws applicable in the City of Beachwood or the State of Ohio. Contractor shall be responsible for verifying that the most current wage rates are utilized and for any changes in the prevailing wage rates or classifications throughout its performance of this Contract.

5. The City shall be entitled to cancel this Contract upon giving a five (5) days written notice to the Contractor for failure of the Contractor to comply with any of the provisions of this Contract or to furnish satisfactory work in connection with the required services. The City shall be entitled to terminate this Contract immediately upon a determination by the Public Works Director or Safety Director of the City that any act or omission arising from the work jeopardizes the safety or health of any person. The Contractor shall perform all work in accordance with all Federal, State and local laws and regulations governing such services. The Contractor shall operate during times approved and specified by the City.

6. Contractor shall provide labor and materials for the Purchase and Installation of a Rectangular Rapid Flashing Beacon (RRFB) without any sub-contractors and will provide proper supervision and supervisory personnel in connection therewith.

7. Contractor shall furnish the City with evidence of general liability insurance from a company licensed by the State of Ohio in the amount of One Million Dollars (\$1,000,000.00) for any accidental occurrence arising out of any act or omission by the Contractor which causes bodily harm or property damage, and shall cause the City to be named as an additional insured on the policy. Contractor agrees to fully defend, indemnify and hold the City harmless from any and all claims, demands or causes of action for personal injury, property damage or otherwise arising from the services provided under this Contract, and whether involving employee claims or third party claims.

8. Ohio law prohibits any state agency or political subdivision from awarding a Contract, in excess of twenty-five thousand dollars (\$25,000.00), for goods, services, or construction to any person against whom a finding of recovery has been issued by the Auditor of State, if that finding is unresolved. Contractor certifies that an unresolved finding for recovery has not been issued against Contractor and attached is a completed Findings For Recovery Certification.

9. This Contract consists of this instrument and the component parts attached hereto, all of which are incorporated herein as if fully rewritten, numbered and signed by the parties. Such documents, unless waived in writing by the Law Director, shall include, but are not limited to, plans and drawings, specifications, warranties, performance bond approved by the City Law Director, proof of satisfactory liability insurance, proof of workers' compensation coverage in accordance with the laws of Ohio, the laws of the City of Beachwood, copies of advertisement, bid tabulations and purchase orders.

10. It shall be the responsibility of Contractor to obtain a copy of the purchase order issued by the City for the approved amount of this Contract. Furthermore, it shall be the responsibility of Contractor. to track remaining funds available and to not invoice the City for any amounts not approved by the terms of this Contract. Any alterations to this Contract shall conform to BCO 121.09(a). Invoices that exceed the approved amount of this Contract will not be paid by the City.

11. In the event of dispute, the Contractor first shall be required to and shall have the right to appeal directly to the Council of the City of Beachwood, and a decision by Council shall be a condition precedent to the institution of any litigation in a court of competent jurisdiction. Any legal action arising out of this Contract shall be brought only in a court of competent jurisdiction sitting in Cuyahoga County, Ohio.

12. This Contract may be executed by electronic mail, facsimile and in counterparts, each of which shall be deemed an original and all of which shall be deemed to be one and the same instrument.

13. Contractor acknowledges that no modifications can be made to this Contract without prior written action and prior approval by the Mayor and City Council.

14. This Contract represents the entire agreement between the parties, will be governed by the laws of the State of Ohio, and shall be binding upon both parties. This Contract cannot be assigned by the Contractor without the prior written permission of the City.

IN WITNESS WHEREOF, the parties have set their hand to this Contract on the dates next to their respective signatures.

THE RUHLIN COMPANY

CITY OF BEACHWOOD

By: _____

By: _____

Title: _____

Justin Berns, Mayor

Date: _____

Date: _____

Approved as to form:

R. Todd Hunt
Director of Law
Nathalie E. Supler
Assistant Law Director
Matthew A. Kurz
Assistant Law Director
25325 Fairmount Boulevard
Beachwood, Ohio 44122
216-595-5462
Date: _____

CERTIFICATE OF THE DIRECTOR OF FINANCE

To the Mayor/Director of Public Safety:

I hereby certify that the amount required to meet the City's obligations under this Contract has been lawfully appropriated and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrance.

Larry Heiser
Director of Finance
Date: _____

FINDINGS FOR RECOVERY CERTIFICATION

I am aware that Ohio law, under certain circumstances, prohibits a political subdivision from awarding a Contract for goods, services or construction to any person against whom a finding of recovery has been issued by the Auditor of State, if that finding is unresolved. I hereby certify that an unresolved finding for recovery has not been issued against ARCHER SIGN CORPORATION

SIGNATURE

PRINTED NAME

TITLE

DATE

CITY OF
Beachwood
Ohio

BID DOCUMENTS

2024 TRAFFIC CONTROL IMPROVEMENTS

Project No. 2023119.91

Prepared by:

GPD Group
5595 Transportation Boulevard
Garfield Heights, Ohio 44125



Adv: Sun News
March 28th, 2024
April 4th, 2024

Bids Due: April 11th, 2024 @ 1:00 P.M.



Addendum Date: 29 March, 2024
Bid Due Date: 11 April, 2024

ADDENDUM No. 1
to the Plans and Specifications for
2024 TRAFFIC CONTROL IMPROVEMENTS

To the Bidders of Record:

This Addendum modifies and forms a part of the BIDDING DOCUMENTS dated March 2024. Acknowledge receipt of this Addendum in the space provided herein and include with Bid Proposal. Failure to do so may subject the Bidder to disqualification.

A. Response to RFI's

a. Does the pedestal foundation need to match the foundation detailed in SCD TC-87.10?

- i. The pedestal foundation shall be per HL-20.11 as shown in TC-87.10. Bid item 14 has been revised from ITEM 632 – PEDESTAL FOUNDATION to ITEM 625 – LIGHT POLE FOUNDATION, 24" X 6' DEEP.

B. Bid Form Revisions

- i. Revised Bid Form Attached

C. Attachments

- i. Bid Form

Please attach this Addendum to the copy of the bidding documents/construction plans in your possession and submit it with your bid. This addendum has the same force and effect as if it had been part of the bid documents originally issued.

Prepared by:
GPD Group

Kevin Westbrooks, PE, PTOE

Received by (Print): James L. Ruhlin, Jr., President & CEO

Signature:  _____

Company: The Ruhlin Company

Date: April 11, 2024

END OF ADDENDUM No. 1



Addendum Date: 3 April, 2024
Bid Due Date: 11 April, 2024

ADDENDUM No. 2

to the Plans and Specifications for 2024 TRAFFIC CONTROL IMPROVEMENTS

To the Bidders of Record:

This Addendum modifies and forms a part of the BIDDING DOCUMENTS dated March 2024. Acknowledge receipt of this Addendum in the space provided herein and include with Bid Proposal. Failure to do so may subject the Bidder to disqualification.

A. Response to RFI's

a. **Do you require both or one of the 2 types activation systems for the RRFB system? will be activated by a Wave sensor and/or passive microwave detector?**

- i. The City desires the RRFB's to be able to be activated by both wave activation and passive microwave detection, in addition to the standard pushbutton activation.

B. Bid Form Revisions

- i. Revised Bid Form Attached

C. Attachments

- i. Bid Form

Please attach this Addendum to the copy of the bidding documents/construction plans in your possession and submit it with your bid. This addendum has the same force and effect as if it had been part of the bid documents originally issued.

Prepared by:
GPD Group

Kevin Westbrook, PE, PTOE

Received by (Print): James L. Ruhlin, Jr., President & CEO

Signature: 

Company: The Ruhlin Company

Date: April 11, 2024

END OF ADDENDUM No. 1

BID FORM

Mark Envelope: 2024 Traffic Control Improvements

To the Clerk:

The undersigned, having full knowledge of the site and the specifications for the following improvements, and the conditions of this proposal, hereby agrees to furnish all services, labor, materials and equipment necessary to complete the entire project, according to the plans and specifications and completion dates, and to accept the unit prices specified below for each item as full compensation for the work in the proposal.

NUMBER OF DAYS TO COMPLETE: 180 Calendar days
(NOT MORE THAN 180 CALENDAR DAYS)

The total amount of the bid based on the approximate quantities given below and the price specified by the bidder amount to the sum of: \$ 96,391.00

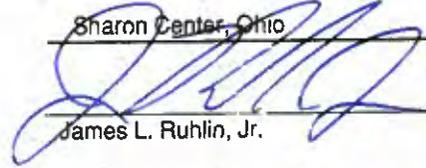
UNIT PRICE CONTRACT

For the 2024 Traffic Control Improvements in the City of Beachwood, Cuyahoga County, Ohio, in accordance with the plans and specifications.

Sum of TOTAL \$							
CATEGORY	REFERE	CMS	DESCRIPTION	UNIT	QUANTITY	UNIT \$	Total
EROSION CONTROL	1	650	SEEDING, MISC.: LAWN RESTORATION	SY	8	175.00	1,400.00
TRAFFIC CONTROL	2	625	CONDUIT, 2", 725.04	FT	73	33.00	2,409.00
	3	625	CONDUIT, JACKED OR DRILLED, 725.04, 3"	FT	82	93.00	7,626.00
	4	625	TRENCH	FT	57	9.00	513.00
	5	625	TRENCH IN PAVED AREA	FT	16	75.00	1,200.00
	6	625	PULL BOX, 725.08, 24"	EACH	3	1,450.00	4,350.00
	7	625	GROUND ROD	EACH	6	325.00	1,950.00
	8	625	UNDERGROUND WARNING/MARKING TAPE	FT	73	1.00	73.00
	9	630	REMOVAL OF GROUND MOUNTED SIGN AND REERECTION	EACH	4	275.00	1,100.00
	10	630	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL	EACH	2	65.00	130.00

Sum of TOTAL \$							
CATEGORY	REFEREI CMS	DESCRIPTION	UNIT	QUANTITY	UNIT \$	Total	
TRAFFIC CONTROL	11	630	SIGNING, MISC.: RECTANGULAR RAPID FLASHING BEACON (RRFB) SIGN ASSEMBLY	EACH	4	6,500.00	26,000.00
	12	630	SIGNING, MISC.: SOLAR-POWERED RECTANGULAR RAPID FLASHING BEACON (RRFB) ASSEMBLY	EACH	2	8,900.00	17,800.00
	13	631	REMOVAL, MISC.: PEDESTRIAN FLASHER ASSEMBLIES	EACH	2	725.00	1,450.00
	14	625	LIGHT POLE FOUNDATION, 24" X 6" DEEP	EACH	6	1,485.00	8,910.00
	15	632	POWER CABLE, 2 CONDUCTOR, NO. 4 AWG	FT	590	7.00	4,130.00
	16	632	POWER SERVICE, AS PER PLAN	EACH	1	3,200.00	3,200.00
	17	632	CONDUIT RISER, 2" DIAMETER	EACH	1	1,175.00	1,175.00
MAINTENANCE OF TRAFFIC	18	614	MAINTAINING TRAFFIC	LB	1	2,175.00	2,175.00
	19	614	LAW ENFORCEMENT OFFICER WITH PATROL CAR FOR ASSISTANCE	HR	20	90.00	1,800.00
INCIDENTALS	20	SPCL	CONTINGENCY ALLOWANCE	LB	1	\$ 9,000.00	\$ 9,000.00
Bid Total							96,391.00

EXECUTED AT: Sharon Center, Ohio THIS 11 DAY OF April, 2024

BY:  _____
James L. Ruhlin, Jr. (SIGN IN INK)

TITLE: President & Chief Executive Officer

 (OWNER, PARTNER, OR CORPORATE OFFICER)

VENDOR (PLEASE FILL IN):
The Ruhlin Company _____
 NAME
6931 Ridge Road, P.O. Box 190 _____
 ADDRESS
Sharon Center, Ohio 44274 _____
 CITY, STATE & ZIP CODE

330-239-2800 _____
 PHONE
330-239-1828 _____
 FAX
jruhlinjr@ruhlin.com _____
 eMAIL

**Agreement Relative to Separate Consideration for
Incorporation of Tangible Personal Property**

The undersigned, a bidder on the above described project, hereby agrees that the contract to be entered into in the event its bid is accepted for the above described project, is "a construction contract pursuant to which tangible personal property is or is to be incorporated into a structure or improvement on and becoming a part of real property" and Contractor further agrees that "the consideration for such incorporation" is agreed upon "separately from the consideration for the performance of the other obligations of such construction contract, and that such "incorporation" shall constitute a sale of such tangible personal property to the CITY OF BEACHWOOD, OHIO as provided in Section 5739.01 et. seq. of the Revised Code of Ohio.

It is further agreed and understood that this agreement shall, for the purposes of said laws above mentioned, be considered as a part of the bid or offer of the undersigned and if the CITY OF BEACHWOOD, OHIO should award the contract to the undersigned, that this agreement shall be and hereby is made a part of the bid and/or contract of the undersigned for the purposes of the said laws.

For the purpose of the said section of the Revised Code above mentioned, the consideration to be paid for the performance of the contract of the above described project is divided, as follows:

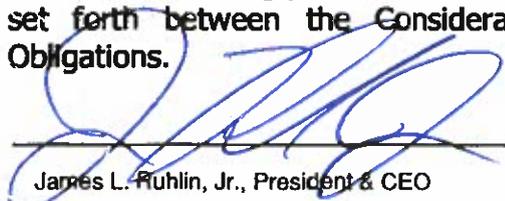
1. CONSIDERATION FOR MATERIALS (MATERIAL incorporated into a structure or improvement on and becoming a part of real property)

\$ 39,890.00

2. CONSIDERATION FOR OTHER OBLIGATIONS (For other obligations of such construction contract)

\$ 56,501.00

The figure set down as the total must correspond with the total set down in the bid which accompanies this supplemental agreement, and the bidder in submitting this figure shall be subject to the same rules and regulations with respect to mistakes in extensions and additions as are provided in the case of totals set forth by the bidder in his bid; namely, that mistakes in additions or extensions will be corrected and the totals corrected accordingly, but the same proportion will be maintained in the division above set forth between the Consideration for Materials and Consideration for other Obligations.


James L. Ruhlman, Jr., President & CEO

Signature of bidder

NON-COLLUSION AFFIDAVIT

This affidavit is to be filled in and executed by the bidder. If the bid is made by a Corporation, then it shall be executed by its Chief Executive Officer; if by a Partnership or LLC, by its Managing General Partner or Managing Member.

STATE OF OHIO)
) SS
COUNTY OF CUYAHOGA)

James L. Ruhlin, Jr. , President & Chief Executive Officer

_____ being first duly sworn, deposes and says that The Ruhlin Company residing at _____ and _____ residing at 6931 Ridge Road and _____

residing at _____ (is)(are) the only person(s) interested with (him) (them) in the delivery of the materials quoted upon or the services performed under these specifications; that the said quotation is made without any connection or common interest in the profits with any other persons making any quotations or proposal for the said work; that the said contract is on (his) (their) part in all respects fair and without collusion or fraud; and also that no head of any department or any employee therein; or any officer of the CITY OF BEACHWOOD, OHIO has any direct or indirect interest therein.



Signature

Sworn to and subscribed in my presence this 11 day of April, 2024



SARA CLARK
Notary Public
State of Ohio
My Comm. Expires
August 3, 2028



Notary Public Sara Clark

STATEMENT REGARDING PERSONAL PROPERTY TAXES

I, James L. Ruhlin, Jr., President & CEO
(Name) (Owner, President, Etc.)

of The Ruhlin Company do hereby certify that this firm or person
is NOT delinquent in the filing and/or payment of
personal property taxes in Cuyahoga
(insert is or is not)
County.

(If the answer is in the affirmative, please submit a statement listing the year or years of delinquency and the amounts).

Signed [Signature]

Name of Firm The Ruhlin Company

Address 6931 Ridge Rd., P.O. Box 190
Sharon Center, Ohio 44274

Telephone 330-239-2800

State of Ohio)
) SS
County of Cuyahoga)

Sworn to and subscribed in my presence this 11 day of April, 2024



SARA CLARK
Notary Public
State of Ohio
My Comm. Expires
August 3, 2028

[Signature]
Sara Clark Notary Public

Note: Statement Regarding Personal Property Taxes in Cuyahoga County.

If the business is not located in Cuyahoga County, please add a brief explanation to the above statement to the effect that no taxes are owned to Cuyahoga County (if such is the case), or to the County in which the business is located.

**INFORMATION SHOWING QUALIFICATIONS
OF BIDDER**

The undersigned states that the names and addresses of persons interested as principals in this proposal are as follows: If a partnership, LLC or corporation, give the names and addresses of all partners, members or officers:

James L. Ruhlin, Jr., President 6931 Ridge Road, Sharon Center, Ohio 44274

Sean T. Demlow, Chief Financial Officer 6931 Ridge Road, Sharon Center, Ohio 44274

Michael J. Ciammaichella, Sr. Vice President 6931 Ridge Road, Sharon Center, Ohio 44274

If bidder is a corporation or LCC, bidder states that the name of state in which incorporated or constituted and the date of said incorporation or constitution is:

Ohio, 08/27/1948

The undersigned states that they are citizen(s) of the United States and that all the partners, officers, or principals interested herein are citizens of the United States, except: (Give full name and addresses):

N/A

The undersigned offers the following information relative to the facilities, ability and financial resources available for the fulfillment of the Contract if such be awarded to him.

FACILITIES: That he or they own and have available for immediate use on the proposed work the following plant and equipment:

See attached equipment list

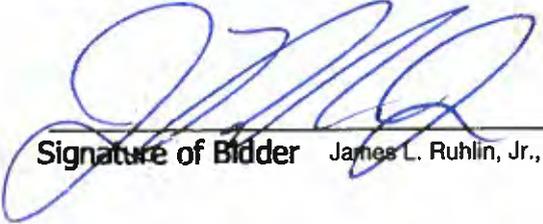
ABILITY: That he or they have performed the following work: (Give location, kind, size or cost, and reference to name and address of client and engineer).

See attached list

FINANCIAL RESOURCES: That information relative to his or their financial resources can and may be obtained from the following: (Give name, business and address):

Sean T. Demlow, Chief Financial Officer, 6931 Ridge Road, P.O. Box 190, Sharon Center, Ohio 44274

Banking Reference: Huntington National Bank, Lou Poppovich, Sr. Vice President (330) 936-4731
106 South Main Street, Akron, Ohio 44308



Signature of Bidder James L. Ruhlin, Jr., President & CEO

LISTING OF SUBCONTRACTORS

The undersigned offers the following information relative to the subcontractors or related or affiliated companies it intends to employ on this contract if such is awarded. The items and specific amounts of work assigned to each listed subcontract shall also be outlined. Duplicate this sheet as needed.

1. Name of Subcontractor: N/A
Address: _____
City _____ State: _____ Telephone: _____
Description and/or Items of Work: _____

Amount: \$ _____ Percent (%) of Contract: _____

2. Name of Subcontractor: _____
Address: _____
City _____ State: _____ Telephone: _____
Description and/or Items of Work: _____

Amount: \$ _____ Percent (%) of Contract: _____

3. Name of Subcontractor: _____
Address: _____
City _____ State: _____ Telephone: _____
Description and/or Items of Work: _____

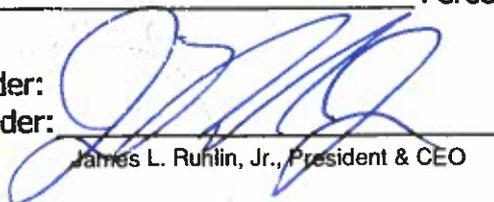
Amount: \$ _____ Percent (%) of Contract: _____

4. Name of Subcontractor: _____
Address: _____
City _____ State: _____ Telephone: _____
Description and/or Items of Work: _____

Amount: \$ _____ Percent (%) of Contract: _____

Signature of Bidder:

Bidder:



James L. Runlin, Jr., President & CEO

By:

Title:

FORM OF PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned _____ as principal and _____ as sureties, are hereby held and firmly bound unto _____ in the penal sum of _____ dollars, for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this _____ day of _____, _____

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal did on the _____ day of _____, _____, enter into a contract with _____, which said contract is made a part of this bond the same as though set forth herein;

Now, if the said _____ shall well and faithfully do and perform the things agreed by _____ to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated. The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said surety on its bond.

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS, THAT whereas, the CITY OF BEACHWOOD, OHIO State of Ohio awarded to _____
(Name of Contractor)

a _____, hereinafter designated as the
(Corporation, Partnership or Individual)

"Principal" a Contract Agreement, a copy of which is hereto attached and made part hereof for the construction of: _____

Whereas, said Principal is required under the terms of said Contract to furnish a bond in connection with said Contract Agreement, providing that if said Principal, or any of his or its subcontractors, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the Work contracted to be done, or for any Work or labor done thereon of any kind, the Surety on this bond will pay the same to the extend hereinafter set forth;

NOW THEREFORE, we the Principal and _____ as Surety, are held and firmly bound unto the CITY OF BEACHWOOD in the penal sum of _____ DOLLARS (\$ _____) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, has or its heirs executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or teams used in upon or about the performance of the Work contracted to be done or for any labor thereon of any kind, as required by the provisions of all laws of the State of Ohio to secure the payment of claims of persons employed by contractors upon public works, and the claim of persons who furnish materials, supplies, teams, implements, or machinery used or consumed by such contractors in the performance of such work, and provided that the persons, companies, or corporations so furnishing said materials, provisions, or other supplies, teams, appliances or power used in, upon, for or about the performance of the Work contracted to be executed or performed, or any person, company or corporation renting or hiring teams or implements or machinery or power for or contributing to said Work to be done, or any person who performs Work or labor upon the same of any person who supplies both Work and materials therefore, shall have complied with provisions of said laws, then Surety shall pay the same in or to an amount not exceeding the amount hereinabove set forth, and will also pay in case suit is brought upon this bond, such reasonable attorney's fee, as shall be fixed by the Court, awarded and taxed as in the laws of the State of Ohio provided.

This bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under said laws, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Agreement, or to the Work to be performed there under, or the Specifications accompanying the same, shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Agreement or to the Work or to the Specifications.

WITNESS OUR SIGNATURES this ____ day of _____ A.D., 2024

Principal

Surety

CERTIFICATION OF COMPLIANCE WITH O.R.C. 3517.13

The following certificates are required pursuant to Ohio's Campaign Finance Reform law.

One of the following two certificates shall be completed by any individual, partnership, unincorporated business, association, professional association, estate, trust, corporation, or business trust that has been awarded a contract by the City of Beachwood.

It shall be the Contractor's responsibility to determine which of the two certificates applies and if compliance with R.C. 3517.13 has been achieved.

CERTIFICATION OF COMPLIANCE WITH O.R.C. 3517.13

The City of Beachwood may enter into a contract for goods and/or services with _____ . The undersigned authorized representative of _____ certifies on behalf of _____ that all of the following persons, if applicable, are in compliance with division (I) of Ohio Revised Code Section 3517.13 with respect to all public officials who had the authority to award that contract and all public officials who may authorize or receive goods or services under that contract:

- A. the individual;
- B. each partner or owner of the partnership or other unincorporated business;
- C. each shareholder of the association;
- D. each administrator of the estate;
- E. each executor of the estate;
- F. each trustee of the trust;
- G. each spouse of any person identified in (A)-(F) above;
- H. each child seven years of age to seventeen years of age of any person identified in (A)-(G) above;
- I. any combination of persons identified in (A) – (H) above.

The undersigned certifies such compliance on and since the date that the contract was executed by all parties necessary for a valid contract with the City, this certification shall be a part of the above-referenced contract between the City and _____.

ON BEHALF OF COMPANY:

DATE SIGNED:

Not Applicable

Note: This form is to be used by an individual, partnership, or other unincorporated business, association, including without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate or trust. If you are unsure if this form applies to you or if you are in compliance with R.C. 3517.13 you may want to contact an attorney.

Knowingly making a false statement on this certification is considered a felony of the fifth degree and any such falsification will act as a rescission of this contract.

CERTIFICATION OF COMPLIANCE WITH O.R.C. 3517.13

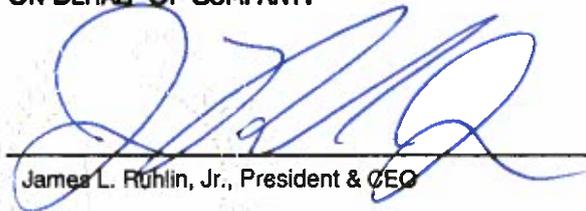
The City of Beachwood may enter into a contract for goods and/or services with The Ruhlin Company ("Company"), an Ohio corporation. The undersigned authorized representative of Company certifies on behalf of the Company that all of the following persons, if applicable, are in compliance with division (J) of Ohio Revised Code Section 3517.13 with respect to all public officials who had the authority to award that contract and all public officials who may authorize or receive goods or services under that contract:

- A. each owner of more than twenty percent of the corporation or business trust;
- B. each spouse of each owner of more than twenty percent of the corporation or business trust;
- C. each child of seven years of age to seventeen years of age of each owner of more than twenty percent of the corporation or business trust;
- D. any combination of persons identified in (A) – (C) of this indented list.

The undersigned certifies such compliance on and since the date that the contract was executed by all parties necessary for a valid contract with the City. This certification shall be a part of the above-referenced contract between the City and Company.

ON BEHALF OF COMPANY:

DATE SIGNED:


James L. Ruhlin, Jr., President & CEO

April 11, 2024

Note: This form is to be used by a corporation or business trust, except a professional association organized under Chapter 1785 of the Revised Code. If you are unsure if this form applies to you or if you are in compliance with R.C. 3517.13 you may want to contact an attorney.

Knowingly making a false statement on this certification is considered a felony of the fifth degree and any such falsification will act as a rescission of this contract.

STATEMENT OF NON-DISCRIMINATION

The Ruhlin Company (Company Name) does not discriminate in the workplace based on because of the race, color, religion, sex, military status, national origin, disability, age, or ancestry of any person, to discharge without just cause, to refuse to hire, or otherwise to discriminate against that person with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment.

By:



President/Official Representative
James L. Ruhlin, Jr., President & CEO

Date:

April 11, 2024

**CONTRACT BETWEEN THE CITY OF BEACHWOOD AND CONTRACTOR COMPANY
FOR THE "2024 TRAFFIC CONTROL IMPROVEMENT" PROJECT**

This CONTRACT is by and between _____ COMPANY, located at _____ ("CONTRACTOR"), and the CITY OF BEACHWOOD, OHIO a municipal corporation located at 25325 Fairmount Boulevard, Beachwood, Ohio 44122 ("CITY");

WITNESSETH:

WHEREAS, the Clerk of Council, pursuant to a Motion passed by Council on _____ advertised for bids for the work and/or services hereinafter described on _____ and on _____ which bids were due on or before _____ o'clock P.M. on _____, at which time all bids were publicly opened and immediately tabulated and filed for public inspection with the Clerk of Council; and

WHEREAS, Council received the tabulation of the bids at a Public meeting held on _____, at which time Council adopted Ordinance No. _____ approving the bid of the CONTRACTOR ("BID") to be the lowest and best BID and awarding this Contract; and

WHEREAS, the CONTRACTOR expressly represents as a condition precedent to the validity and effect of this Contract, the execution hereof by the CONTRACTOR constitutes its affidavit that it is the sole entity or individual directly or indirectly interested in compensation for the delivery of labor and materials BID upon and to be awarded and performed herein, and was proposed without any connection or common interest in the profits with any undisclosed persons or entity submitting any proposal for the same and that the Contract proposal is in all respects fair and without collusion or fraud; that no employee or official of the CITY is directly or indirectly interested therein; that the CONTRACTOR in the performance of this Contract will not violate any laws applicable in the State of Ohio including, but not limited to the prevailing wage requirements of ORC 4113; and that the CONTRACTOR shall in no way engage or participate in any form of discrimination on this job.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the CONTRACTOR and the CITY agree as follows:

SECTION 1. SCOPE OF WORK

CONTRACTOR shall furnish, deliver, provide and fully pay for all labor, materials, tools and equipment and all related services as may be necessary or required to perform in a good and workmanlike manner and to fully complete the **2024 TRAFFIC CONTROL IMPROVEMENT** ("Project") for the City of Beachwood, in compliance with the plans and specifications on file with the Clerk of Council of the City of Beachwood, which are incorporated herein by reference.

The work shall commence within ten (10) working days from the date of Notice of Authorization to Proceed and be completed within **180 calendar days** of the Notice of Authorization to Proceed. No sub-contracting and no deviation shall be allowed with respect to changes in scope of work or in costs or in any other respect, unless prior administrative approval in the form of a written Change Order is obtained in advance from the City and is executed by the City Engineer, the Service Director and

Finance Director acting within their authority, absent emergency circumstances jeopardizing the public health, safety or welfare in which event the City can waive this requirement.

All work by the CONTRACTOR shall be performed in accordance with this CONTRACT, the plans and specifications on file with the Clerk of Council of the City of Beachwood, and the BID. The plans and specifications and the BID are specifically incorporated herein as part of this CONTRACT. CONTRACTOR agrees to provide work in accordance with the plans and specifications and the BID. In the event of any conflict between the plans and specifications and the BID, the plans and specifications shall control. In the event of inconsistencies within or between parts of this CONTRACT, or between the plans and specifications and applicable standards, codes, and ordinances, CONTRACTOR shall (i) provide the better quality or greater quantity of work or (ii) comply with the more stringent requirement.

Prevailing wages are applicable to this CONTRACT. CONTRACTOR shall comply with Chapter 4115 of the Ohio Revised Code (Wages and Hours on Public Works). CONTRACTOR is responsible for verifying that the most current wage rates are utilized and for any changes in the prevailing wage rates or classifications throughout its performance of this CONTRACT.

SECTION 2. CONTRACT PRICE

CITY shall pay the CONTRACTOR for the performance of this Contract, subject to any additions or deductions approved in accordance with the preceding paragraph, the amount submitted by the CONTRACTOR and accepted by the CITY, to wit _____ (\$ _____) and agreed to by _____ (CONTRACTOR) for the Project on which this Contract is based and pursuant to the Purchase Order issued by the Director of Finance.

All payments shall be made by the Director of Finance of the CITY as progress, retainage or final payments become due upon written and signed acceptance and direction to pay issued by the City's Engineer.

SECTION 3. INDEMNIFICATION

The CONTRACTOR shall indemnify and save the CITY and each and all of its public officials and employees harmless from any and all suits, liens, claims, actions or causes of actions arising out of the performance of this Contract asserted by an individual and/or any entity. Claims to be indemnified shall include, but not be limited to, claims of negligence or any other tort, Contract or any claim of breach thereof, any claim arising out of or based upon any alleged violation of federal, state or local law, statute or ordinance. The CONTRACTOR shall, at his or its own expense, defend the CITY and its officials in all litigation and indemnify the CITY and/or its Law Director and/or the CITY'S insurance carrier for all attorney's fees incurred, judgments and/or awards of damages, court costs and any other expenses arising out of such litigation or claims, whether or not such claim has any validity in fact.

The CONTRACTOR shall take out and maintain during the life of the Contract, such public Liability (Bodily Injury and Property Damage) Insurance as shall protect CONTRACTOR and any subcontractors performing work covered by the Contract from claims for damages, for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under the

Contract, whether such operation be by itself or by anyone directly or indirectly employed by either of them. The CONTRACTOR shall maintain coverage of the types and in the amounts as specified below. The policy shall name the City as an additional insured and the City shall be a certificate holder. Proof of such insurance coverage shall be evidenced by submitting a certificate of insurance listing the City as an additional insured.

The amounts of such coverage shall be as follows:

<u>BODILY INJURY LIABILITY</u>	
EACH PERSON	\$1,000,000.
EACH ACCIDENT	\$2,000,000.
<u>PROPERTY DAMAGE LIBAILITY</u>	
EACH ACCIDENT	\$1,000,000.

Such insurance shall remain in full force and effect during the life of the contract. The Owner shall receive thirty (30) days prior written notice of policy cancellation.

SECTION 4. WARRANTY

The CONTRACTOR warrants: that it is the sole entity or individual directly or indirectly interested in compensation for the delivery of the labor and materials BID upon, awarded and performed under this Contract; that no subcontractor shall perform any part of this Contract without notice in advance to the City Engineer, and any objection thereto shall be presented first to the Mayor, and then to the Council for resolution; that the proposal made upon which this Contract is based was made without any connection or common interest in the profits with any undisclosed persons or entity making any quotation or proposal for the said work; that the Contract is, on the part of the CONTRACTOR in all respects fair and without collusion or fraud; that no employee or official of the City of Beachwood is directly or indirectly interested therein; that the CONTRACTOR in the performance of this Contract will not violate any laws applicable in the State of Ohio; that the CONTRACTOR will in no way engage in or participate in any form of discrimination.

SECTION 5. COMPLIANCE WITH LAW

The CONTRACTOR shall comply with all laws applicable in the City of Beachwood or the State of Ohio including, but not limited to the prevailing wage requirements of the Beachwood Codified Ordinances, Section 168.20; CONTRACTOR shall not engage or participate in any form of discrimination on the Project.

SECTION 6. COMPONENT PARTS OF CONTRACT

This Contract consists of this instrument and the component parts attached hereto, all of which are incorporated herein as if fully rewritten, numbered and signed by the parties. Such documents, unless waived in writing by the Law Director, shall include, but are not limited to, plans and drawings, specifications, warranties, performance bond approved by the City Law Director, proof of satisfactory liability insurance, proof of workers' compensation coverage, the laws of Ohio, the laws of the City of Beachwood, copies of advertisement, bid tabulations and purchase orders.

SECTION 7. DISPUTES

In the event of dispute, the CONTRACTOR first shall be required to and shall have the right to appeal directly to the Council of the City of Beachwood, and a decision by Council shall be a condition precedent to the institution of any litigation in a court of competent jurisdiction. Any legal action arising out of this Contract shall be brought only in a court of competent jurisdiction sitting in Cuyahoga County, Ohio.

SECTION 8. PURCHASE ORDER

It shall be the responsibility of the CONTRACTOR to obtain a copy of the purchase order issued by the City for the approved amount of this contract. Furthermore, it shall be the responsibility of CONTRACTOR to track remaining funds available and to not invoice the City for any amounts not approved by the terms of this Contract. Any alterations to this Contract shall conform to BCO 121.09(a). Invoices that exceed the approved amount of this Contract will not be paid by the City.

SECTION 9. FINDINGS FOR RECOVERY CERTIFICATION

Ohio law prohibits any state agency or political subdivision from awarding a contract, in excess of twenty-five thousand dollars (\$25,000.00), for goods, services, or construction to any person against whom a finding of recovery has been issued by the Auditor of State, if that finding is unresolved. Contractor certifies that an unresolved finding for recovery has not been issued against Contractor and attached is a completed Findings For Recovery Certification.

SECTION 10. EXECUTION OF CONTRACT

This Contract was executed on behalf of the CONTRACTOR by _____, as authorized by corporate resolution to be furnished on request, and by Martin S. Horwitz, Mayor of the City of Beachwood, Ohio, as authorized by the Council of the City of Beachwood, Ohio. This Contract may be executed by electronic mail or facsimile and in counterparts, each of which shall be deemed an original and all of which shall be deemed to be one and the same instrument.

SECTION 11. ENTIRE CONTRACT

This is the entire Contract between the parties and shall not be altered except in writing signed by both parties, or except for any changes which the City Engineer is authorized to make in the scope of the project pursuant to the implied and express authority set forth in the Contract. All provisions of this Contract are to be interpreted according to the laws of or applicable to the State of Ohio, and made effective in Beachwood, Ohio.

IN WITNESS WHEREOF, the Parties have executed this Contract the day and year first written below.

_____ **COMPANY**

CITY OF BEACHWOOD

By: _____

By: _____

Mayor

Its: _____

Date: _____

Date: _____

Approved as to Form:

City Law Department
R. Todd Hunt, Interim Law Director
25325 Fairmount Boulevard
Beachwood, OH 44122
(216) 595-5462

FINDINGS FOR RECOVERY CERTIFICATION

I am aware that Ohio law, under certain circumstances, prohibits a political subdivision from awarding a contract for goods, services or construction to any person against whom a finding of recovery has been issued by the Auditor of State, if that finding is unresolved. I hereby certify that an unresolved finding for recovery has not been issued against The Ruhlin Company.



SIGNATURE

James L. Ruhlin, Jr.

PRINTED NAME

President & Chief Executive Officer

TITLE

April 11, 2024

DATE

ATTACHMENT EQUIPMENT LIST

TANKERS-SELF PROPELLED

41-700 Cat 613C Water Wagon

DOZERS

50-718 Cat D6-E Dozer- Semi U blade
 50-723 Komatsu D-37 EX 6 way blade
 50-724 Cat D4-G 6 way blade
 50-725 Deere 650 J- 6 way blade
 50-726 Deere 850 J 6 way blade w/ Geoshack GPS
 50-727 Cat D7-R Semi U blade, w/ Topcon GPS
 50-728 Cat D5 KXL, w/ Geoshack GPS
 50-729 Cat D6 TXW 6-way blade, Geoshack GPS
 50-730 Deere 550 K 6 way blade
 50-731 Komatsu D61EX-24 6 way blade (Earthworks)

LOADERS

51-731 Volvo L-90E Wheel loader 3 1/2 Yard
 W/ bucket, forks, boom pole
 51-733 Volvo L-120 FL Wheel loader 3.83 YD
 W/ bucket, forks, boom pole
 51-734 Volvo L-120 FP Wheel loader 3.83 YD
 W/ bucket, forks, boom pole
 51-736 Volvo L-120 F Wheel loader 3.83 YD
 W/ bucket, forks, boom pole
 51-737 Volvo L-120 G Wheel Loader 4.4 YD
 W/ bucket, forks, boom pole
 51-738 Volvo L-120 FP Wheel loader 3.83 YD
 W/ bucket, forks, boom pole
 51-739 Volvo L-120 F Wheel loader 3.83 YD
 W/ bucket, forks, boom pole
 51-740 Cat 262D Skidsteer loader
 W/ bucket, forks, pickup broom
 51-741 Komatsu WA380 Wheel loader
 W/ bucket, forks, pickup broom
 51-742 Cat 289D Track Skidsteer loader
 W/ bucket, forks, pickup broom

GRADERS

53-703 CAT 14H GRADER W/ BLADE-PRO SYSTEM

SCRAPERS / HAUL TRUCKS

54-702 Volvo A-35D Articulating Dump 35 Ton
 54-704 Volvo A-35D Articulating Dump 35 Ton

YARD CRANES

55-702 GROVE INDUSTRIAL 24 - 6 TON CRANE

CRAWLER CRANES

56-705 Link Belt LS138 Series II 80 TON

56-706 Link Belt LS138 Series II 80 TON
 56-707 Link Belt LS138 Series II 80 TON
 56-708 Link Belt LS 218 H series II- 110 TON
 56-710 MANITOWOC 888 230 TON
 56-711 Spydercrane W375 Mini Crawler

HYD. CRANES

58-710 GROVE RT760E (60 TON) CRANE
 58-713 LINKBELT 8050 SERIES II 50T RT CRANE
 58-714 GROVE RT 760E (60TON) RT Crane
 58-716 LINKBELT 8050 SERIES II 50T RT CRANE
 58-717 GROVE RT650E RT CRANE

EXCAVATORS

60-749 John Deere 710D 4x4 EZ
 60-750 Cat 330CL Excavator (Movax Carrier)
 60-751 Cat 345BL Excavator
 60-753 Cat 318CL RT Excavator
 60-760 Komatsu PC 228 USLC
 60-761 Cat 336D TC Excavator
 60-762 Komatsu PC 228 USLC
 60-763 Cat 336EL Excavator
 60-764 Cat 349E Excavator
 60-765 Cat 336EL Excavator
 60-766 Cat 336EL Excavator
 60-767 Cat 336EL Excavator
 60-768 Komatsu PC 228 USLC
 60-769 Komatsu PC 228 USLC
 60-770 Komatsu PC 228 USLC
 60-771 Komatsu PC138 USLC
 60-772 Cat 336TCS Excavators
 60-773 Komatsu PC 238 USLC
 60-774 Komatsu PC 238 USLC

FORKLIFT

61-673 Lull 1044c-54 Series II Telehandler 10000#
 61-674 Lull 1044c-54 Series II Telehandler 10000#

DRILL RIGS

62-116 Watson Exca drill

ROLLERS

63-712 Bomag 84" Smooth Drum Roller
 63-717 66" Smooth / Pad Combo ride on
 63-718 Bomag 84" Smooth Drum Roller
 63-719 Bomag 84" Padfoot Roller
 63-722 Bomag 84" Smooth Drum Roller

CLEARING EQUIPMENT

65-209	MB 8' Broom- fits Volvo loaders
65-210	MB 8' Broom- fits Volvo loaders
65-211	Sweepster 8FT Broom- fits Volvo loaders
65-213	MB 8' Broom- fits Volvo loaders
65-214	Sweepster 8FT Broom- fits Komatsu loaders
65-215	John Deere 8520 Farm Tractor
65-216	Cat BP118C Pickup Broom - Fits Cat Skidsteer
65-217	Elgin Pelican Street Sweeper
65-218	Cat BP118C Pickup Broom - Fits Cat Skidsteer

CONCRETE EQUIPMENT

66-100	Terramite Roller Screed
66-101	Terramite Roller Screed
66-102	Terramite Roller Screed
66-689	Bidwell Paver 4800
66-690	Razorback Vibratory Screed
66-691	Bidwell Paver 4800
66-692	Bidwell Paver 3600
66-693	Razorback Vibratory Screed
66-694	Razorback Vibratory Screed

PILE DRIVING

67-005	HMC Model 26 Vibro Hammer
67-007	HMC Movax
67-008	ICE I-19 Diesel Pile Hammer
67-009	ICE Power Pack
67-010	ICE I-19 Diesel Piel Hammer
67-011	APE D19 Diesel Pile Hammer
67-238	MKT Air Pile Hammer

PAVING EQUIPMENT

68-010	Gomaco Commander III Curb and gutter Mach.
68-037	Gomaco Commander III 4 Track Paver

EXCAVATOR ATTACHMENTS

90-242	NPK H-10-XB	5	3000	3500
90-391	Darda splitter #8	Gas engine		
90-392	NPK H-6A	2	1250	1600
90-393	Darda splitter #12	Gas engine		
90-395	NPK M-38	5	8550	
	Material processor M-38			
	K jaws (shear) and S jaws (concrete crusher)			

90-397	NPK E216 Hamm	5	3250	5650
90-399	ALLIED HO-PAC Tmpr 4&5 34"x36"	2300		
	9800 MHP			
90-400	CAT CVP 110 CMPTR 4&5 34"x47"	2300		
90-403	Cat H-140D-S Hammer	5	5000	5182
90-404	NPK GH12 Ham	5	3250	5650
90-405	Darda splitter #12 Air Motor			
90-406	NPK GH-9 Hammer		4	
90-407	NPK GH-15 Hammer		6	
90-408	NPK GH-12 Hammer		5	
90-409	NPK GH-12 Hammer		5	
90-410	Atlas Copco MB1000 PC138			
90-411	NPK GH-9 Hammer		4	
90-412	Compaction Bucket		4	

THE "90" SERIES BREAKERS FIT THE FOLLOWING UNITS BY CLASS

60-749	J.DEERE 710D
60-750	CAT 330 CL
60-751	Cat 345 BL
60-753	CAT M-318 WHEEL EXVC
60-758	Cat 330 CL Excavator
60-759	Cat 330 DL Excavator
60-760	Komatsu PC 228 USLC
60-761	Cat 336D TC Excavator
60-762	Komatsu PC 228 USLC
60-763	Cat 336EL Excavator
60-764	Cat 349E Excavator
60-765	Cat 336EL Excavator
60-766	Cat 336EL Excavator
60-767	Cat 336EL Excavator
60-768	Komatsu PC 228 USLC - 8
60-769	Komatsu PC 228 USLC - 10
60-770	Komatsu PC 228 USLC - 10
60-771	Komatsu PC138 USLC - 11
60-772	CAT 336 TCS
60-773	Komatsu PC 238 USLC - 11
60-774	Komatsu PC138 USLC - 10

CURRENT WORKLOAD



Current & Future Workload

Project	Value	Completion	Owner	Architect/Engineer
ODNR Muskingum River Locks & Dam Phase 2 IRRMS McConnelsville, Ohio	\$30,000,000	2028	ODNR	Michael Baker International
ODOT SR-8 Bridge TRC/GL Akron, Ohio	\$170,000,000	2028	ODOT	MS Consultants
Cuyahoga County Dept. of Public works Bridge Repair Independence, Ohio	\$28,772,000	2026	Cuyahoga County Dept. of Public works	Burgess & Niple
ODOT Akron Beltway JV Design Build Akron, Ohio	\$166,000,000	2025	ODOT	Various
Wooster Community Hospital PAEC Wooster, Ohio	\$36,000,000	2025	Wooster Community Hospital	Hasenstab Architects
Cleveland State University Rhodes Tower, Chilled Water Infrastructure Cleveland, Ohio	\$3,000,000	2025	Cleveland State University	Wright Engineering
Cuyahoga County Dept. of Public works Bridge Replacement Cleveland, Ohio	\$4,425,000	2025	Cuyahoga County Dept. of Public works	MS Consultants
OTC Lorain County Bridge Deck Replacement/Rehab North Ridgeville, OH	\$10,209,875	2025	Ohio Turnpike and Infrastructure Commission	
ODOT District 4 Bridge Repair IR271-01.51, Summit County, Ohio	\$1,731,000	2024	ODOT	StructurePoint Inc.
ODOT 240027 - US 33/VAR-17.95/VAR Bridge Repair Marysville, OH	\$2,360,194	2024	ODOT	CHA Consulting
ODOT District 4 Bridge Repair IR70 230447, Summit County, Ohio	\$2,544,000	2024	ODOT	OHM Advisors
ODOT 223000 - SR 209-08.56 Bridge Replacement Cambridge, OH	\$13,379,584	2024	ODOT	
ODOT 223002 - SR 151 Bridge Replacement Bowerstown, OH	\$6,842,999	2024	ODOT	
Davey Tree Expert Company Phase 2 Renovations Kent, Ohio	\$5,000,000	2024	Davey Tree Expert Company	TC Architects
Cleveland Clinic Akron General Behavioral Health Unit Upgrades Akron, Ohio	\$11,000,000	2024	Cleveland Clinic	Makovich & Pusti Architects, Inc.
ODOT 220571 - SR 43-06.04 Bridge Replacement Solon, OH	\$2,983,846	2024	ODOT	



CURRENT WORKLOAD

Project	Value	Completion	Owner	Architect/Engineer
Cleveland Clinic SHC1 Reno for Clinical Services Stow, Ohio	\$8,337,000	2024	Cleveland Clinic	
Oberlin Geo Well Field Oberlin, Ohio	\$9,300,000	2024	M.A. Mortenson Company	Ever-Green Energy
Cleveland Cliffs MS Expansion Mansfield, Ohio	\$5,100,000	2024	Cleveland Cliffs	
Davey Tree Expert Company SEED Campus Kent, Ohio	\$50,000,000	2024	Davey Tree Expert Company	SmithGroup
MCD Lockington Dam Left Wall Drain System Shelby County, Ohio	\$3,493,000	2024	The Miami Conservancy District	DLZ Ohio, Inc.
ODNR Muskingum River Locks & Dam IRRM Various, Ohio	\$11,650,000	2024	ODNR	
Oberlin College Phase 4 Oberlin, Ohio	\$4,756,000	2024	M.A. Mortenson Company	Ever-Green Energy
Cleveland Clinic Mercy Hospital IT Infrastructure Canton, Ohio	\$13,174,000	2024	Cleveland Clinic	
Norfolk Southern CD-290.93 over Fearing Ave. Toledo, Ohio	\$6,900,275	2024	Norfolk Southern	Michael Baker International
Cleveland Clinic Administrative Campus Water source heat pump replacement Beachwood, Ohio	\$3,200,000	2024	Cleveland Clinic	
Ohio State University Cannon Drive Relocation - Phase 2 Columbus, OH	\$50,000,000	2024	Ohio State University	EMH&T

RESOLUTION

RESOLVED, by the Board of Directors of The Ruhlin Company, on May 17, 2023 that the following officers are authorized to execute contracts, change orders, and other documents in the name and on behalf of The Ruhlin Company:

James L. Ruhlin, Jr., President and Chief Executive Officer
Sean T. Demlow, Chief Financial Officer, Secretary & Treasurer
Michael J. Ciammaichella, Vice President and Assistant Secretary

RESOLVED FURTHER, that any document so executed shall be binding on The Ruhlin Company, its assigns and successors, to the fullest extent of the law.

A handwritten signature in blue ink, appearing to read 'S. Demlow', written over a horizontal line.

Sean T. Demlow
Chief Financial Officer, Secretary & Treasurer

CERTIFICATE

I, the undersigned, Chief Financial Officer, Secretary and Treasurer of The Ruhlin Company, a Corporation duly organized and existing under the laws of the State of Ohio, hereby CERTIFY that the attached is a true copy of a certain resolution duly adopted by the Board of Directors of said Corporation in accordance with the By-Laws at, and recorded in the minutes of, a meeting of said Board duly held on May 17, 2023, and not subsequently rescinded or modified.

I further CERTIFY that the persons whose names, titles, and signatures appear below are duly elected, qualified, and acting officers of said Corporation and hold on the date of this Certificate the offices set opposite their names, and that the signatures appearing opposite their names are the genuine signatures of said officers:

Name of Officer

Title of Officer

Signature of Officer

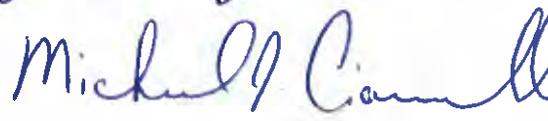
James L. Ruhlin, Jr.

President & CEO

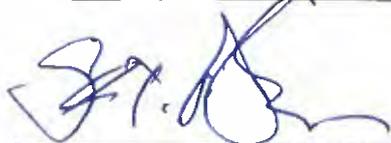


Michael J. Ciammaichella

V.P. & Asst. Sec.



IN WITNESS WHEREOF, I have hereunder set my hand and affixed the seal of said Corporation this 17 day of May, 2023



Sean T. Demlow
Chief Financial Officer, Secretary & Treasurer

RESOLUTION

RESOLVED, by the Board of Directors of The Ruhlin Company, on May 17, 2023 that the following officer is authorized to execute contracts, change orders, and other documents in the name and on behalf of The Ruhlin Company:

Sean T. Demlow, Chief Financial Officer, Secretary & Treasurer

RESOLVED FURTHER, that any document so executed shall be binding on The Ruhlin Company, its assigns and successors, to the fullest extent of the law.



Michael J. Ciammaichella
Vice President & Assistant Secretary

CERTIFICATE

I, the undersigned, Vice President and Assistant Secretary of The Ruhlin Company, a Corporation duly organized and existing under the laws of the State of Ohio, hereby CERTIFY that the attached is a true copy of a certain resolution duly adopted by the Board of Directors of said Corporation in accordance with the By-Laws at, and recorded in the minutes of, a meeting of said Board duly held on May 17, 2023, and not subsequently rescinded or modified.

I further CERTIFY that the person whose name, title, and signature appears below is a duly elected, qualified, and acting officer of said Corporation and holds on the date of this Certificate the office set opposite his name, and that the signature appearing opposite his name is the genuine signature of said officer:

Name of Officer

Title of Officer

Signature of Officer

Sean T. Demlow

CFO, Secretary & Treasurer



IN WITNESS WHEREOF, I have hereunder set my hand and affixed the seal of said Corporation this 17 day of May, 2023.



Michael J. Ciannaichella
Vice President & Assistant Secretary

CNA SURETY

Bid Bond

Bond No. Bid Bond

CONTRACTOR:
(Name, legal status and address)

The Ruhlin Company
6931 Ridge Road PO Box 190
Sharon Center, OH 44274

SURETY: Continental Casualty Company
(Name, legal status and principal place of business)

151 N. Franklin Street
17th Floor
Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

City of Beachwood
25325 Fairmount Boulevard
Beachwood, OH 44122

BOND AMOUNT: 10% Ten Percent of the Total Amount Bid Plus All Add Alternates

PROJECT:
(Name, location or address, and Project number, if any)

2024 Traffic Control Improvements - Project No. 2023119.91

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

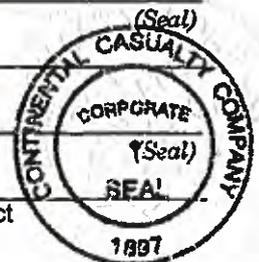
Signed and sealed this 11th day of April, 2024.

[Signature]
(Witness) Sam Clark

[Signature]
(Witness) Amy L. Caton

The Ruhlin Company
(Principal) [Signature]
By: [Signature]
(Title) CFO Sean Demlow
Continental Casualty Company

(Surety)
By: [Signature]
(Title) Marie Lora Neely, Attorney-in-Fact



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Marie Lola Neely, Individually

of Richfield, OH their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No: Bid Bond
Principal: The Ruhlin Company
Obligee: City of Beachwood

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed below, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 9th day of January, 2024.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

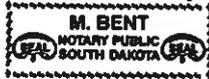
[Signature of Larry Kasten]

Larry Kasten Vice President

State of South Dakota, County of Minnehaha, ss:

On this 9th day of January, 2024, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota, that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies, that the seals affixed to the said instrument are such corporate seals, that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

My commission expires
March 2, 2026



[Signature of M. Bent]

M. Bent Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance companies printed below are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 11th day of April, 2024.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

[Signature of D. Johnson]

D. Johnson Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF EACH OF CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA (as defined above, the "CNA Companies"):

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of each of the above CNA Companies at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of each of the CNA Companies.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of each of the above Companies by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature, and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of each of the above CNA Companies by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, If you want to verify bond authenticity.

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director



Certificate of Compliance

Issued 03/27/2024

Effective 04/02/2024

Expires 04/01/2025

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

CONTINENTAL CASUALTY COMPANY

of Illinois is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

- | | |
|-----------------------------------|--|
| Accident & Health | Guaranteed Renewable A & H |
| Aircraft | Inland Marine |
| Allied Lines | Medical Malpractice |
| Boiler & Machinery | Multiple Peril - Commercial |
| Burglary & Theft | Multiple Peril - Farmowners |
| Collectively Renewable A & H | Multiple Peril - Homeowners |
| Commercial Auto - Liability | Noncancellable A & H |
| Commercial Auto - No Fault | Nonrenew-States Reasons (A&H) |
| Commercial Auto - Physical Damage | Ocean Marine |
| Credit | Other Accident only |
| Credit Accident & Health | Other Liability |
| Earthquake | Private Passenger Auto - Liability |
| Fidelity | Private Passenger Auto - No Fault |
| Financial Guaranty | Private Passenger Auto - Physical Damage |
| Fire | Surety |
| Glass | Workers Compensation |
| Group Accident & Health | |



CONTINENTAL CASUALTY COMPANY certified in its annual statement to this Department as of December 31, 2023 that it has admitted assets in the amount of \$47,813,336,050, liabilities in the amount of \$36,867,097,809, and surplus of at least \$10,946,238,241.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Judith L. French

Judith French, Director



CONTINENTAL CASUALTY COMPANY
Chicago, Illinois
Statement of Net Admitted Assets and Liabilities
December 31, 2022

ASSETS

Bonds	\$ 32,892,043,597
Stocks	5,172,342,488
Mortgage loans on real estate	1,024,184,818
Cash, cash equivalents, and short-term investments	1,103,053,902
Other invested assets	2,238,656,347
Receivables for securities	33,416,302
Investment income due and accrued	329,582,110
Premiums and considerations	2,534,511,939
Amounts recoverable from reinsurers	175,638,628
Funds held by or deposited with reinsured companies	6,015,575
Current federal and foreign income tax recoverable and interest thereon	29,296,862
Net deferred tax asset	547,172,379
Other assets	121,608,808
Total Assets	<u><u>\$ 46,207,523,755</u></u>

LIABILITIES AND SURPLUS

Losses	\$ 17,237,776,762
Loss adjustment expense	2,313,618,723
Other expenses (excluding taxes, license and fees)	473,405,107
Taxes, License and fees (excluding federal and foreign income taxes)	133,844,471
Unearned premiums	4,034,522,021
Ceded reinsurance premiums payable (net of ceding commissions)	873,321,020
Provision for reinsurance	71,005,050
Long-term care - Contract Reserves (ALR)	11,345,579,593
Other liabilities	(847,763,271)
Total Liabilities	<u><u>\$ 35,635,309,475</u></u>

Surplus Account:

Capital paid up	\$ 35,632,565
Gross paid in and contributed surplus	5,684,824,266
Special Surplus	681,561,562
Unassigned funds	<u>4,170,195,887</u>
Surplus as regards policyholders	<u>\$ 10,572,214,280</u>
Total Liabilities and Capital	<u><u>\$ 46,207,523,755</u></u>

I, Julie Lee, Assistant Vice President of Continental Casualty Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2022, as filed with the various Insurance Departments and is a true and correct statement of the condition of Continental Casualty Company as of that date.



CONTINENTAL CASUALTY COMPANY

By Julie Lee
Assistant Vice President, External Reporting

Subscribed and sworn to me this 14th day of March, 2023.

My commission expires:



By Yolanda Jimenez
Notary Public

**BEACHWOOD PUBLIC WORKS DEPARTMENT
INTER-OFFICE MEMORANDUM**

TO: Mayor Justin Berns

FR: Chris Arrietta, Public Works Director

DT: April 29, 2024

RE: Council Agenda Item: Parking Lot Improvements

Mayor,

Bids were received and opened on April 26, 2024 for the resurfacing of the following public parking lots:

- 1) City Hall Parking Lot
- 2) Police Department Public Parking Lot
- 3) Community Center Parking Lot
- 4) Aquatic Facility Parking Lot

The lowest and best bid was submitted by The Tri Mor Corporation for a total cost of \$2,045,083.50. The Tri Mor Corporation has successfully completed several road program projects in the past and we are recommending moving forward with accepting the bid. With your permission, I would like to place this item on the next agenda.



April 29, 2024
2024119.02

Chris Arrietta
Public Works Director
City of Beachwood
23355 Mercantile Road
Beachwood, Ohio 44122

2024 Parking Lot Improvements

Dear Mr. Arrietta,

Bids were opened on April 26, 2024, for the above referenced project. Two bids were received and are listed below:

1. Tri Mor Corporation \$2,045,083.50
2. Perk Company, Inc. \$2,316,910.05

The engineer's estimate of probable construction cost was \$2,671,992.25.

This project is specified to be completed in 120 working days.

The work embraced by this contract generally consists of, but is not limited to the following:

Phase 1A – City Hall Parking Lot

This phase of work will consist of the milling of the parking lot, cement stabilizing the base, resurfacing it, the removal and replacement of the denoted sidewalks, curbs, and handicap curb ramps to meet current ADA Standards and the re-striping of the parking lot. Additionally, there will a sidewalk area designated to be removed and replaced with landscaping.

This parking lot may be closed for up to 45 Calendar Days. All other parking lots must remain open when this lot is closed.

Phase 1B – City Hall Parking Lot – Entrance Area

This phase of work will consist of removal of brick pavers and replacement with colored concrete, the removal and replacement of the denoted sidewalks, curbs, and handicap curb ramps to meet current ADA Standards and the re-striping of the parking lot.

Once the work in this area is completed, no construction vehicles shall be driven on it.

Phase 2 – Community Center Parking Lot

This phase of work consists of milling the parking lot; cement stabilizing the base and resurfacing the parking lot, additionally, it will include the removal of pavement and installing concrete under the dumpsters, removing islands and replacing the area with an asphalt pavement, removal and replacement of the denoted sidewalks, curbs, and handicap curb ramps to meet current ADA Standards, the construction of a new 6-foot-wide asphalt path to access the new pickle ball courts, and re-striping the parking lot.

This parking lot may be closed for up to 45 Calendar Days. City Hall parking lot (Phase 1A and 1B) must remain open when this lot is closed.

During this phase, the contractor must make provisions so that residents can access the Community Gardens, if they park in the City Hall lot.

Phase 3 – City Hall Parking Lot Entrance Drive

This phase of work will consist of replacing the driveway entrance off Fairmount. The drive will be removed ½ width at a time and replaced with concrete. Loop detectors will be replaced in this area.

This drive apron must be able to be used at all times throughout the reconstruction.

Phase 4A – Police Station

This phase of work consists of milling the parking lot, resurfacing, removal and replacement of trench drain, replacement of loop detectors, minor curb replacement, remove and replace handicap curb ramps to meet current ADA standards, minor sidewalk replacement adjacent to new curb ramps, and re-striping.

This parking lot can be closed for 2 weeks from Thursday to Thursday (Mayor's Court is in session every other Wednesday and the lot must be usable). This lot can be closed at the same time as the Community Center Lot, or it can be its own phase.

Phase 4B – Service Drive to rear of the Building

This phase of work consists of spot milling to meet doorways, drainage structures, and adjacent existing pavement, chip and seal existing parking lot.

This area must be completed in 2 weeks. It can be completed during the time the Community Lot is closed or when the Police lot is improved.

Phase 5 – Aquatic Center Parking Lot

This phase of work consists of milling the parking lot, chip and seal the base, resurface, island removal and replace with pavement, minor curb replacement, minor sidewalk replacement, remove and replace handicap curb ramps to meet current ADA standards, and re-stripe.

This lot cannot be closed until after Labor Day and may be closed for a maximum of 30 calendar days.

During this phase the contractor must make provisions for the Beachwood High School tennis team to access the tennis courts for practice and matches.

The low bid was submitted by Tri Mor Corporation. Tri Mor has successfully completed many projects for the City of Beachwood in the past. Their asphalt sub-contractor is Ronyak Paving, a quality contractor who has also completed many projects for the City in the past. We hereby recommend the City enter a contract with Tri Mor Corporation for the 2024 Parking Lot Improvements as the lowest and best bid for a not to exceed price of \$2,045,083.50.

Very truly yours,

GPD Group

Joseph R. Ciuni, P.E. P.S. Digitally signed by Joseph R.
Ciuni, P.E. P.S.
Date: 2024.04.29 12:27:12-04'00'

Joseph R. Ciuni, P.E., P.S.
City Engineer

Cc: Mayor Berns
Mike Rider
File 2024119.02

2024 PARKING LOT PROGRAM

CITY OF BEACHWOOD

BID TAB - UNIT \$ ANALYSIS

26 APRIL 2024 @ 1:00 PM

BIDDER	BID AMOUNT
TRI MOR CORPORATION	\$2,045,083.50
PERK COMPANY	\$2,316,910.05
ENGINEER	\$2,671,992.25

ITEM #	CMS	DESCRIPTION	UNIT	QUANTITY	BIDDER	UNIT PRICE	TOTAL PRICE
1	202	FULL DEPTH PAVEMENT REMOVAL, AS PER PLAN	SY	1672	TRI MOR CORPORATION	\$ 20.00	\$ 33,440.00
					PERK COMPANY	\$ 25.50	\$ 42,636.00
					ENGINEER	\$ 50.00	\$ 83,600.00
		FULL DEPTH PAVEMENT REMOVAL, AS PER PLAN Average				\$ 31.83	\$ 53,225.33
2	204	SUBGRDE COMPACTION	SY	2128	PERK COMPANY	\$ 2.00	\$ 4,256.00
					TRI MOR CORPORATION	\$ 3.00	\$ 6,384.00
					ENGINEER	\$ 10.00	\$ 21,280.00
		SUBGRDE COMPACTION Average				\$ 5.00	\$ 10,640.00
3	206	CEMENT STABILIZATION (T=8")	SY	9370	PERK COMPANY	\$ 3.45	\$ 32,326.50
					TRI MOR CORPORATION	\$ 6.00	\$ 56,220.00
					ENGINEER	\$ 16.00	\$ 149,920.00
		CEMENT STABILIZATION (T=8") Average				\$ 8.48	\$ 79,488.83
4	206	CEMENT	TON	193	ENGINEER	\$ 195.00	\$ 37,635.00
					TRI MOR CORPORATION	\$ 215.00	\$ 41,495.00
					PERK COMPANY	\$ 250.00	\$ 48,250.00
		CEMENT Average				\$ 220.00	\$ 42,460.00
5	206	CURING COAT	SY	9370	TRI MOR CORPORATION	\$ 1.25	\$ 11,712.50
					PERK COMPANY	\$ 1.30	\$ 12,181.00
					ENGINEER	\$ 3.00	\$ 28,110.00
		CURING COAT Average				\$ 1.85	\$ 17,334.50
6	206	TEST ROLLING	HR	16	ENGINEER	\$ 100.00	\$ 1,600.00
					TRI MOR CORPORATION	\$ 150.00	\$ 2,400.00
					PERK COMPANY	\$ 350.00	\$ 5,600.00
		TEST ROLLING Average				\$ 200.00	\$ 3,200.00
7	253	PARTIAL DEPTH PAVEMENT REPAIR	SY	672.25	PERK COMPANY	\$ 12.00	\$ 8,067.00
					ENGINEER	\$ 65.00	\$ 43,696.25
					TRI MOR CORPORATION	\$ 100.00	\$ 67,225.00
		PARTIAL DEPTH PAVEMENT REPAIR Average				\$ 59.00	\$ 39,662.75
8	254	PAVEMENTPLANING (T=3")	SY	21412	PERK COMPANY	\$ 3.75	\$ 80,295.00

2024 PARKING LOT PROGRAM

CITY OF BEACHWOOD

BID TAB - UNIT \$ ANALYSIS

26 APRIL 2024 @ 1:00 PM

BIDDER	BID AMOUNT
TRI MOR CORPORATION	\$2,045,083.50
PERK COMPANY	\$2,316,910.05
ENGINEER	\$2,671,992.25

ITEM #	CMS	DESCRIPTION	UNIT	QUANTITY	BIDDER	UNIT PRICE	TOTAL PRICE
8	254	PAVEMENTPLANING (T=3")	SY	21412	ENGINEER	\$ 5.00	\$ 107,060.00
					TRI MOR CORPORATION	\$ 5.00	\$ 107,060.00
		PAVEMENTPLANING (T=3") Average				\$ 4.58	\$ 98,138.33
9	304	AGGREGATE BASE,AS PER PLAN	CY	1717	PERK COMPANY	\$ 5.00	\$ 8,585.00
					TRI MOR CORPORATION	\$ 30.00	\$ 51,510.00
		AGGREGATE BASE,AS PER PLAN Average				\$ 80.00	\$ 137,360.00
10	407	NONTRACKINGTACK COAT	GAL	3430	PERK COMPANY	\$ 3.00	\$ 10,290.00
					ENGINEER	\$ 4.00	\$ 13,720.00
		NONTRACKINGTACK COAT Average				\$ 5.00	\$ 17,150.00
11	422	SINGLE CHIP SEAL, TYPE A	SY	14795	TRI MOR CORPORATION	\$ 3.00	\$ 44,385.00
					PERK COMPANY	\$ 4.00	\$ 59,180.00
		SINGLE CHIP SEAL, TYPE A Average				\$ 4.00	\$ 59,180.00
12	448	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, PG 64-22, 1.25 INCH, AS PER PLAN	CY	753	ENGINEER	\$ 250.00	\$ 188,250.00
					PERK COMPANY	\$ 251.00	\$ 189,003.00
		ASPHALT CONCRETE SURFACE COURSE, TYPE 1, PG 64-22, 1.25 INCH, AS PER PLAN Average				\$ 270.00	\$ 203,310.00
13	448	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, PG 64-22, 1.50 INCH, AS PER PLAN	CY	9	ENGINEER	\$ 250.00	\$ 2,250.00
					TRI MOR CORPORATION	\$ 550.00	\$ 4,950.00
		ASPHALT CONCRETE SURFACE COURSE, TYPE 1, PG 64-22, 1.50 INCH, AS PER PLAN Average				\$ 975.00	\$ 8,775.00
14	448	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, PG 64-22, 1.50 INCH, AS PER PLA	CY	9	ENGINEER	\$ 200.00	\$ 1,800.00
					TRI MOR CORPORATION	\$ 550.00	\$ 4,950.00
		ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, PG 64-22, 1.50 INCH, AS PER PLAN Average				\$ 950.00	\$ 8,550.00
15	448	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, PG 64-22, 1.75 INCH, AS PER PLA	CY	1052	PERK COMPANY	\$ 194.00	\$ 204,088.00
					ENGINEER	\$ 200.00	\$ 210,400.00

2024 PARKING LOT PROGRAM

CITY OF BEACHWOOD

BID TAB - UNIT \$ ANALYSIS

26 APRIL 2024 @ 1:00 PM

BIDDER	BID AMOUNT
TRI MOR CORPORATION	\$2,045,083.50
PERK COMPANY	\$2,316,910.05
ENGINEER	\$2,671,992.25

ITEM #	CMS	DESCRIPTION	UNIT	QUANTITY	BIDDER	UNIT PRICE	TOTAL PRICE
15	448	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, PG 64-22, 1.75 INCH, AS PER PLA	CY	1052	TRI MOR CORPORATION	\$ 215.00	\$ 226,180.00
		ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, PG 64-22, 1.75 INCH, AS PER PLAN Average				\$ 203.00	\$ 213,556.00
16	451	8" REINFORCED CONCRETE PAVEMENT, CLASS QC MS, AS PER PLAN	SY	1230	TRI MOR CORPORATION	\$ 115.00	\$ 141,450.00
					ENGINEER	\$ 130.00	\$ 159,900.00
					PERK COMPANY	\$ 175.00	\$ 215,250.00
		8" REINFORCED CONCRETE PAVEMENT, CLASS QC MS, AS PER PLAN Average				\$ 140.00	\$ 172,200.00
17	451	8" REINFORCED CONCRETE PAVEMENT, MISC.: BRICK COLORED CONCRETE (NO STAMP)	SY	664	TRI MOR CORPORATION	\$ 140.00	\$ 92,960.00
					PERK COMPANY	\$ 225.00	\$ 149,400.00
					ENGINEER	\$ 270.00	\$ 179,280.00
		8" REINFORCED CONCRETE PAVEMENT, MISC.: BRICK COLORED CONCRETE (NO STAMP) Average				\$ 211.67	\$ 140,546.67
18	875	LONGITUDINAL JOINT ASHSIVE	LBS	10838	PERK COMPANY	\$ 2.25	\$ 24,385.50
					TRI MOR CORPORATION	\$ 3.00	\$ 32,514.00
					ENGINEER	\$ 6.00	\$ 65,028.00
		LONGITUDINAL JOINT ASHSIVE Average				\$ 3.75	\$ 40,642.50
19	886	FOG SEAL	GAL	269	ENGINEER	\$ 2.00	\$ 538.00
					TRI MOR CORPORATION	\$ 6.00	\$ 1,614.00
					PERK COMPANY	\$ 16.50	\$ 4,438.50
		FOG SEAL Average				\$ 8.17	\$ 2,196.83
20	202	WALK REMOVED	SF	4666	TRI MOR CORPORATION	\$ 2.00	\$ 9,332.00
					PERK COMPANY	\$ 2.25	\$ 10,498.50
					ENGINEER	\$ 7.00	\$ 32,662.00
		WALK REMOVED Average				\$ 3.75	\$ 17,497.50
21	202	BARRIER CURB REMOVED	FT	180	TRI MOR CORPORATION	\$ 15.00	\$ 2,700.00
					PERK COMPANY	\$ 15.50	\$ 2,790.00
					ENGINEER	\$ 20.00	\$ 3,600.00
		BARRIER CURB REMOVED Average				\$ 16.83	\$ 3,030.00
22	202	CURB REMOVED	FT	2990	PERK COMPANY	\$ 11.50	\$ 34,385.00
					ENGINEER	\$ 14.00	\$ 41,860.00
					TRI MOR CORPORATION	\$ 15.00	\$ 44,850.00

2024 PARKING LOT PROGRAM

CITY OF BEACHWOOD

BID TAB - UNIT \$ ANALYSIS

26 APRIL 2024 @ 1:00 PM

BIDDER	BID AMOUNT
TRI MOR CORPORATION	\$2,045,083.50
PERK COMPANY	\$2,316,910.05
ENGINEER	\$2,671,992.25

ITEM #	CMS	DESCRIPTION	UNIT	QUANTITY	BIDDER	UNIT PRICE	TOTAL PRICE
22	202	CURB REMOVED Average				\$ 13.50	\$ 40,365.00
23	SPECIAL	REMOVAL MISC.:INTEGRAL CURBAND WALK REMOVED	SF	3726	TRI MOR CORPORATION	\$ 3.00	\$ 11,178.00
					PERK COMPANY	\$ 4.00	\$ 14,904.00
					ENGINEER	\$ 15.00	\$ 55,890.00
		REMOVAL MISC.:INTEGRAL CURBAND WALK REMOVED Average				\$ 7.33	\$ 27,324.00
24	SPECIAL	REMOVAL MISC.:BRICK PAVERS REMOVED	SY	710	PERK COMPANY	\$ 9.00	\$ 6,390.00
					TRI MOR CORPORATION	\$ 20.00	\$ 14,200.00
					ENGINEER	\$ 40.00	\$ 28,400.00
		REMOVAL MISC.:BRICK PAVERS REMOVED Average				\$ 23.00	\$ 16,330.00
25	SPECIAL	REMOVAL MISC.:CONCRETE HEADER REMOVED	FT	251	TRI MOR CORPORATION	\$ 15.00	\$ 3,765.00
					PERK COMPANY	\$ 15.50	\$ 3,890.50
					ENGINEER	\$ 40.00	\$ 10,040.00
		REMOVAL MISC.:CONCRETE HEADER REMOVED Average				\$ 23.50	\$ 5,898.50
26	608	8" CONCRETE WALK	SF	945	TRI MOR CORPORATION	\$ 12.00	\$ 11,340.00
					PERK COMPANY	\$ 19.00	\$ 17,955.00
					ENGINEER	\$ 40.00	\$ 37,800.00
		8" CONCRETE WALK Average				\$ 23.67	\$ 22,365.00
27	608	5" CONCRETE WALK	SF	2706	TRI MOR CORPORATION	\$ 10.00	\$ 27,060.00
					PERK COMPANY	\$ 15.50	\$ 41,943.00
					ENGINEER	\$ 30.00	\$ 81,180.00
		5" CONCRETE WALK Average				\$ 18.50	\$ 50,061.00
28	608	CURB RAMP,AS PER PLAN	EA	27	ENGINEER	\$ 1,500.00	\$ 40,500.00
					TRI MOR CORPORATION	\$ 2,200.00	\$ 59,400.00
					PERK COMPANY	\$ 3,500.00	\$ 94,500.00
		CURB RAMP,AS PER PLAN Average				\$ 2,400.00	\$ 64,800.00
29	609	CURB, TYPE 6	FT	2367	TRI MOR CORPORATION	\$ 30.00	\$ 71,010.00
					ENGINEER	\$ 40.00	\$ 94,680.00
					PERK COMPANY	\$ 71.00	\$ 168,057.00
		CURB, TYPE 6 Average				\$ 47.00	\$ 111,249.00

2024 PARKING LOT PROGRAM

CITY OF BEACHWOOD

BID TAB - UNIT \$ ANALYSIS

26 APRIL 2024 @ 1:00 PM

BIDDER	BID AMOUNT
TRI MOR CORPORATION	\$2,045,083.50
PERK COMPANY	\$2,316,910.05
ENGINEER	\$2,671,992.25

ITEM #	CMS	DESCRIPTION	UNIT	QUANTITY	BIDDER	UNIT PRICE	TOTAL PRICE
30	SPECIAL	12" x 18" CONCRETEHEADER	FT	190	TRI MOR CORPORATION	\$ 60.00	\$ 11,400.00
					PERK COMPANY	\$ 90.00	\$ 17,100.00
					ENGINEER	\$ 250.00	\$ 47,500.00
		12" x 18" CONCRETEHEADER Average				\$ 133.33	\$ 25,333.33
31	SPECIAL	CURB, INTEGRALCURB AND WALK	SF	5163	TRI MOR CORPORATION	\$ 13.00	\$ 67,119.00
					PERK COMPANY	\$ 22.35	\$ 115,393.05
					ENGINEER	\$ 50.00	\$ 258,150.00
		CURB, INTEGRALCURB AND WALK Average				\$ 28.45	\$ 146,887.35
32	512	SEALING OF CONCRETE SURFACES	SF	11371	PERK COMPANY	\$ 0.75	\$ 8,528.25
					ENGINEER	\$ 1.00	\$ 11,371.00
					TRI MOR CORPORATION	\$ 5.00	\$ 56,855.00
		SEALING OF CONCRETE SURFACES Average				\$ 2.25	\$ 25,584.75
33	609	6 INCH BASE PIPE UNDERDRAIN, AS PER PLAN	LF	3301	ENGINEER	\$ 2.00	\$ 6,602.00
					PERK COMPANY	\$ 5.00	\$ 16,505.00
					TRI MOR CORPORATION	\$ 15.00	\$ 49,515.00
		6 INCH BASE PIPE UNDERDRAIN, AS PER PLAN Average				\$ 7.33	\$ 24,207.33
34	659	TOPSOIL	CY	114	TRI MOR CORPORATION	\$ 45.00	\$ 5,130.00
					ENGINEER	\$ 45.00	\$ 5,130.00
					PERK COMPANY	\$ 75.00	\$ 8,550.00
		TOPSOIL Average				\$ 55.00	\$ 6,270.00
35	659	COMMERCIAL FERTILIZER	TON	0.03	PERK COMPANY	\$ 1,000.00	\$ 30.00
					TRI MOR CORPORATION	\$ 2,000.00	\$ 60.00
					ENGINEER	\$ 2,250.00	\$ 67.50
		COMMERCIAL FERTILIZER Average				\$ 1,750.00	\$ 52.50
36	659	SEEDING AND MULCHING	SY	1015	PERK COMPANY	\$ 4.50	\$ 4,567.50
					ENGINEER	\$ 6.50	\$ 6,597.50
					TRI MOR CORPORATION	\$ 8.00	\$ 8,120.00
		SEEDING AND MULCHING Average				\$ 6.33	\$ 6,428.33
37	202	CATCH BASIN, TO BE REMOVED	EA	1	TRI MOR CORPORATION	\$ 500.00	\$ 500.00

2024 PARKING LOT PROGRAM

CITY OF BEACHWOOD

BID TAB - UNIT \$ ANALYSIS

26 APRIL 2024 @ 1:00 PM

BIDDER	BID AMOUNT
TRI MOR CORPORATION	\$2,045,083.50
PERK COMPANY	\$2,316,910.05
ENGINEER	\$2,671,992.25

ITEM #	CMS	DESCRIPTION	UNIT	QUANTITY	BIDDER	UNIT PRICE	TOTAL PRICE
37	202	CATCH BASIN,TO BE REMOVED	EA	1	PERK COMPANY	\$ 650.00	\$ 650.00
					ENGINEER	\$ 1,500.00	\$ 1,500.00
		CATCH BASIN,TO BE REMOVED Average				\$ 883.33	\$ 883.33
38	202	PIPE REMOVED24" AND UNDER	FT	5	TRI MOR CORPORATION	\$ 30.00	\$ 150.00
					PERK COMPANY	\$ 50.00	\$ 250.00
					ENGINEER	\$ 50.00	\$ 250.00
		PIPE REMOVED24" AND UNDER Average			\$ 43.33	\$ 216.67	
39	202	TRENCH DRAIN REMOVED	FT	24	TRI MOR CORPORATION	\$ 40.00	\$ 960.00
					ENGINEER	\$ 45.00	\$ 1,080.00
					PERK COMPANY	\$ 50.00	\$ 1,200.00
		TRENCH DRAIN REMOVED Average			\$ 45.00	\$ 1,080.00	
40	611	CATCH BASIN,ADJUST TO GRADE,AS PER PLAN	EA	26	ENGINEER	\$ 1,500.00	\$ 39,000.00
					TRI MOR CORPORATION	\$ 2,000.00	\$ 52,000.00
					PERK COMPANY	\$ 2,475.00	\$ 64,350.00
		CATCH BASIN,ADJUST TO GRADE,AS PER PLAN Average			\$ 1,991.67	\$ 51,783.33	
41	611	CATCH BASIN, RECONSTRUCTED TO GRADE, AS PER PLAN	EA	6	ENGINEER	\$ 2,000.00	\$ 12,000.00
					TRI MOR CORPORATION	\$ 2,500.00	\$ 15,000.00
					PERK COMPANY	\$ 2,700.00	\$ 16,200.00
		CATCH BASIN, RECONSTRUCTED TO GRADE, AS PER PLAN Average			\$ 2,400.00	\$ 14,400.00	
42	611	MANHOLE,ADJUST TO GRADE,AS PER PLAN	EA	7	ENGINEER	\$ 1,400.00	\$ 9,800.00
					TRI MOR CORPORATION	\$ 2,200.00	\$ 15,400.00
					PERK COMPANY	\$ 2,256.00	\$ 15,792.00
		MANHOLE,ADJUST TO GRADE,AS PER PLAN Average			\$ 1,952.00	\$ 13,664.00	
43	611	MANHOLE,RECONSTRUCT TOGRADE, AS PER PLAN	EA	2	ENGINEER	\$ 2,000.00	\$ 4,000.00
					PERK COMPANY	\$ 2,481.00	\$ 4,962.00
					TRI MOR CORPORATION	\$ 2,500.00	\$ 5,000.00
		MANHOLE,RECONSTRUCT TOGRADE, AS PER PLAN Average			\$ 2,327.00	\$ 4,654.00	
44	611	CUYAHOGA COUNTY 3C CATCH BASIN, WIH SUMP, NO TRAP	EA	1	ENGINEER	\$ 3,500.00	\$ 3,500.00
					TRI MOR CORPORATION	\$ 5,000.00	\$ 5,000.00

2024 PARKING LOT PROGRAM

CITY OF BEACHWOOD

BID TAB - UNIT \$ ANALYSIS

26 APRIL 2024 @ 1:00 PM

BIDDER	BID AMOUNT
TRI MOR CORPORATION	\$2,045,083.50
PERK COMPANY	\$2,316,910.05
ENGINEER	\$2,671,992.25

ITEM #	CMS	DESCRIPTION	UNIT	QUANTITY	BIDDER	UNIT PRICE	TOTAL PRICE
44	611	CUYAHOGA COUNTY 3C CATCH BASIN, WIH SUMP, NO TRAP	EA	1	PERK COMPANY	\$ 8,265.00	\$ 8,265.00
		CUYAHOGA COUNTY 3C CATCH BASIN, WIH SUMP, NO TRAP Average				\$ 5,588.33	\$ 5,588.33
45	611	12" CONDUIT, TYPE B	FT	10	TRI MOR CORPORATION	\$ 200.00	\$ 2,000.00
				ENGINEER	\$ 370.00	\$ 3,700.00	
				PERK COMPANY	\$ 375.00	\$ 3,750.00	
		12" CONDUIT, TYPE B Average			\$ 315.00	\$ 3,150.00	
46	SPECIAL	TRENCH DRAIN	FT	24	ENGINEER	\$ 250.00	\$ 6,000.00
				TRI MOR CORPORATION	\$ 410.00	\$ 9,840.00	
				PERK COMPANY	\$ 700.00	\$ 16,800.00	
		TRENCH DRAIN Average			\$ 453.33	\$ 10,880.00	
47	SPECIAL	MISC. METAL	LBS	1500	PERK COMPANY	\$ 2.00	\$ 3,000.00
				ENGINEER	\$ 3.00	\$ 4,500.00	
				TRI MOR CORPORATION	\$ 3.00	\$ 4,500.00	
		MISC. METAL Average			\$ 2.67	\$ 4,000.00	
48	632	LOOP DETECTORS	EA	4	PERK COMPANY	\$ 1,500.00	\$ 6,000.00
				TRI MOR CORPORATION	\$ 2,000.00	\$ 8,000.00	
				ENGINEER	\$ 2,200.00	\$ 8,800.00	
		LOOP DETECTORS Average			\$ 1,900.00	\$ 7,600.00	
49	642	PARKING STALL MARKING	FT	9960	PERK COMPANY	\$ 1.15	\$ 11,454.00
				TRI MOR CORPORATION	\$ 1.25	\$ 12,450.00	
				ENGINEER	\$ 4.00	\$ 39,840.00	
		PARKING STALL MARKING Average			\$ 2.13	\$ 21,248.00	
50	642	TRANSVERSE LINE	FT	1510	TRI MOR CORPORATION	\$ 1.00	\$ 1,510.00
				PERK COMPANY	\$ 2.00	\$ 3,020.00	
				ENGINEER	\$ 4.00	\$ 6,040.00	
		TRANSVERSE LINE Average			\$ 2.33	\$ 3,523.33	
51	642	ISLAND MARKING	SF	305	PERK COMPANY	\$ 0.75	\$ 228.75
				TRI MOR CORPORATION	\$ 1.00	\$ 305.00	
				ENGINEER	\$ 16.00	\$ 4,880.00	

2024 PARKING LOT PROGRAM

CITY OF BEACHWOOD

BID TAB - UNIT \$ ANALYSIS

26 APRIL 2024 @ 1:00 PM

BIDDER	BID AMOUNT
TRI MOR CORPORATION	\$2,045,083.50
PERK COMPANY	\$2,316,910.05
ENGINEER	\$2,671,992.25

ITEM #	CMS	DESCRIPTION	UNIT	QUANTITY	BIDDER	UNIT PRICE	TOTAL PRICE
51	642	ISLAND MARKING Average				\$ 5.92	\$ 1,804.58
52	642	STOP LINE	FT	100	ENGINEER	\$ 4.00	\$ 400.00
					PERK COMPANY	\$ 4.50	\$ 450.00
					TRI MOR CORPORATION	\$ 5.00	\$ 500.00
		STOP LINE Average				\$ 4.50	\$ 450.00
53	642	WORD ON PAVEMENT	EA	8	PERK COMPANY	\$ 95.00	\$ 760.00
					TRI MOR CORPORATION	\$ 105.00	\$ 840.00
					ENGINEER	\$ 175.00	\$ 1,400.00
		WORD ON PAVEMENT Average				\$ 125.00	\$ 1,000.00
54	642	HANDICAP SYMBOL	EA	36	PERK COMPANY	\$ 145.00	\$ 5,220.00
					TRI MOR CORPORATION	\$ 160.00	\$ 5,760.00
					ENGINEER	\$ 175.00	\$ 6,300.00
		HANDICAP SYMBOL Average				\$ 160.00	\$ 5,760.00
55	642	ARROW	EA	17	PERK COMPANY	\$ 75.00	\$ 1,275.00
					TRI MOR CORPORATION	\$ 85.00	\$ 1,445.00
					ENGINEER	\$ 175.00	\$ 2,975.00
		ARROW Average				\$ 111.67	\$ 1,898.33
56	642	CHANNELIZING LINE	FT	240	PERK COMPANY	\$ 1.50	\$ 360.00
					TRI MOR CORPORATION	\$ 2.00	\$ 480.00
					ENGINEER	\$ 4.00	\$ 960.00
		CHANNELIZING LINE Average				\$ 2.50	\$ 600.00
57	642	CENTER LINE, 4"	MI	0.04	ENGINEER	\$ 2,000.00	\$ 80.00
					PERK COMPANY	\$ 4,500.00	\$ 180.00
					TRI MOR CORPORATION	\$ 5,000.00	\$ 200.00
		CENTER LINE, 4" Average				\$ 3,833.33	\$ 153.33
58	642	EV CHARGING STATION SYMBOL	EA	2	ENGINEER	\$ 175.00	\$ 350.00
					PERK COMPANY	\$ 250.00	\$ 500.00
					TRI MOR CORPORATION	\$ 300.00	\$ 600.00
		EV CHARGING STATION SYMBOL Average				\$ 241.67	\$ 483.33

2024 PARKING LOT PROGRAM

CITY OF BEACHWOOD

BID TAB - UNIT \$ ANALYSIS

26 APRIL 2024 @ 1:00 PM

BIDDER	BID AMOUNT
TRI MOR CORPORATION	\$2,045,083.50
PERK COMPANY	\$2,316,910.05
ENGINEER	\$2,671,992.25

ITEM #	CMS	DESCRIPTION	UNIT	QUANTITY	BIDDER	UNIT PRICE	TOTAL PRICE
59	752	ELECTRIC BOX, REPLACE W/ HEAVY DUTY	EA	1	ENGINEER	\$ 2,000.00	\$ 2,000.00
					PERK COMPANY	\$ 3,800.00	\$ 3,800.00
					TRI MOR CORPORATION	\$ 4,200.00	\$ 4,200.00
		ELECTRIC BOX, REPLACE W/ HEAVY DUTY Average					\$ 3,333.33
60	614	MAINTENANCE OF TRAFFIC	LS	1	ENGINEER	\$ 20,000.00	\$ 20,000.00
					TRI MOR CORPORATION	\$ 35,000.00	\$ 35,000.00
					PERK COMPANY	\$ 114,500.00	\$ 114,500.00
		MAINTENANCE OF TRAFFIC Average					\$ 56,500.00
61	623	CONSTRUCTION LAYOUT STAKES AND SURVEY	LS	1	TRI MOR CORPORATION	\$ 2,500.00	\$ 2,500.00
					PERK COMPANY	\$ 4,500.00	\$ 4,500.00
					ENGINEER	\$ 7,000.00	\$ 7,000.00
		CONSTRUCTION LAYOUT STAKES AND SURVEY Average					\$ 4,666.67
62	624	MOBILIZATION	LS	1	ENGINEER	\$ 30,000.00	\$ 30,000.00
					TRI MOR CORPORATION	\$ 60,000.00	\$ 60,000.00
					PERK COMPANY	\$ 146,400.00	\$ 146,400.00
		MOBILIZATION Average					\$ 78,800.00
63	SPECIAL	PRE-CONSTRUCTION VIDEO	LS	1	TRI MOR CORPORATION	\$ 1,000.00	\$ 1,000.00
					PERK COMPANY	\$ 1,500.00	\$ 1,500.00
					ENGINEER	\$ 3,000.00	\$ 3,000.00
		PRE-CONSTRUCTION VIDEO Average					\$ 1,833.33
64	SPECIAL	CONTIGENCY ALLOWANCE	LS	1	PERK COMPANY	\$ 200,000.00	\$ 200,000.00
					ENGINEER	\$ 200,000.00	\$ 200,000.00
					TRI MOR CORPORATION	\$ 200,000.00	\$ 200,000.00
		CONTIGENCY ALLOWANCE Average					\$ 200,000.00

A RESOLUTION ACCEPTING A CERTAIN BID FROM TRI-MOR, CORP. FOR THE 2024 ROAD PROGRAM PHASE I; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, two (2) bids were received by the Clerk on April 26, 2024, for 2024 Road Program Phase I, pursuant to advertising for competitive bidding as required by law; and

WHEREAS, the bid of Tri-Mor, Corp., in a total amount not to exceed Two Million Forty-Five Thousand, Eighty-Three Dollars and Fifty Cents (\$2,045,083.50), was the lowest and best bid received; and

WHEREAS, the City Engineer has recommended that Council accept the bid of Tri-Mor Corp.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Beachwood, County of Cuyahoga, and State of Ohio, that:

Section 1: Based upon the recommendation of the City Engineer, the bid of Tri-Mor, Corp. is found to be the lowest and best bid received for the 2024 Road Program Phase I, in a total amount not to exceed Two Million Forty-Five Thousand, Eighty-Three Dollars and Fifty Cents (\$2,045,083.50).

Section 2: The Mayor is authorized to enter into a contract on behalf of the City of Beachwood, Ohio with said Company.

Section 3: It is found and determined that all formal actions and deliberations of Council and its committees, relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

Section 4: This Resolution is hereby declared to be an urgent measure necessary for the immediate preservation of the public peace, health, or safety or the efficient operation of the City, and for the further reason that the work may begin as soon as possible; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

Attest: I hereby certify this legislation was duly adopted on the 6th day of May, 2024, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 7th day of May, 2024.

Clerk

Approval: I have approved this legislation this 7th day of May, 2024 and filed it with the Clerk.

Mayor

**CONTRACT WITH TRI-MOR, CORP. FOR 2024 ROAD PROGRAM PHASE I; AND
DECLARING THIS TO BE AN URGENT MEASURE**

This Contract is entered into by and between TRI-MOR, CORP. Contractor") and the CITY OF BEACHWOOD, OHIO, 25325 Fairmount Boulevard, Beachwood, Ohio 44122 ("City");

WHEREAS, the Clerk of Council, pursuant to a Motion passed by Council on **February 5, 2024**, advertised for bids for the work and/or services, hereinafter described, on **April 4, 2024 and April 11, 2024** which bids were due on or before **1:00 o'clock P.M. on Thursday, April 26, 2024**, at which time all bids were publicly opened and immediately tabulated and filed for public inspection with the Clerk of Council; and

WHEREAS, Council received the tabulation of the bids at a Public meeting held on **May 6, 2024**, at which time Council adopted **Ordinance No. 2024-** approving the bid of the Contractor to be the lowest and best base bid ("Bid") and awarding this Contract.

WITNESSETH, that in consideration of the Contractor being recommended by the Mayor and chosen by the City, and for the money considerations provided herein, the parties covenant and agree as follows:

1. Based upon the recommendation of the Mayor, and as approved by City Council, the Mayor is authorized to enter into this Contract for the 2024 Road Program Phase I with the Contractor, in a total amount not to exceed Two Million Forty-Five Thousand, Eighty-Three Dollars and Fifty Cents (\$2,045,083.50)

2. The Contractor shall provide labor and materials for 2024 Road Program Phase I as submitted in its base bid proposal and in accordance with the City's specifications. Before commencing any work, Contractor shall submit an action plan for approval by the Beachwood Police Department showing the means the Contractor will use to comply with the Supervision and Safety requirements contained in the specifications. All work shall be completed in accordance with a time schedule approved by the Public Works Director.

3. The Contractor shall furnish the Public Works Director and City Finance Director with a record of services rendered monthly, not later than five (5) days following the end of each month of the activity on forms approved by the Finance Director.

4. The Contractor is an independent contractor, having discretion over the means, methods and details of the services to be performed consistent with the overall goals and policies of the Public Works Department of the City of Beachwood, and shall provide all equipment, materials and labor necessary to perform the services. Contractor shall provide any necessary training of its employees. Contractor shall be responsible for arranging for Workers' Compensation coverage or equivalent for its employees, and shall deliver to the City a copy of a certificate showing compliance with such laws and shall comply with all laws applicable in the City of Beachwood or the State of Ohio. Contractor shall be responsible for verifying that the most current wage rates are utilized and for any changes in the prevailing wage rates or classifications throughout its performance of this Contract.

5. The City shall be entitled to cancel this Contract upon giving a five (5) days written notice to the Contractor for failure of the Contractor to comply with any of the provisions of this Contract or to furnish satisfactory work in connection with the required services. The City shall be entitled to terminate this Contract immediately upon a determination by the Public Works Director or Safety Director of the City that any act or omission arising from the work jeopardizes the safety or health of any person. The Contractor shall perform all work in accordance with all Federal, State and local laws and regulations governing such services. The Contractor shall operate during times approved and specified by the City.

6. Contractor shall provide labor and materials for the 2024 Road Program without any sub-contractors and will provide proper supervision and supervisory personnel in connection therewith.

7. Contractor shall furnish the City with evidence of general liability insurance from a company licensed by the State of Ohio in the amount of One Million Dollars (\$1,000,000.00) for any accidental occurrence arising out of any act or omission by the Contractor which causes bodily harm or property damage, and shall cause the City to be named as an additional insured on the policy. Contractor agrees to fully defend, indemnify and hold the City harmless from any and all claims, demands or causes of action for personal injury, property damage or otherwise arising from the services provided under this Contract, and whether involving employee claims or third party claims.

8. Ohio law prohibits any state agency or political subdivision from awarding a Contract, in excess of twenty-five thousand dollars (\$25,000.00), for goods, services, or construction to any person against whom a finding of recovery has been issued by the Auditor of State, if that finding is unresolved. Contractor certifies that an unresolved finding for recovery has not been issued against Contractor and attached is a completed Findings For Recovery Certification.

9. This Contract consists of this instrument and the component parts attached hereto, all of which are incorporated herein as if fully rewritten, numbered and signed by the parties. Such documents, unless waived in writing by the Law Director, shall include, but are not limited to, plans and drawings, specifications, warranties, performance bond approved by the City Law Director, proof of satisfactory liability insurance, proof of workers' compensation coverage in accordance with the laws of Ohio, the laws of the City of Beachwood, copies of advertisement, bid tabulations and purchase orders.

10. It shall be the responsibility of Contractor to obtain a copy of the purchase order issued by the City for the approved amount of this Contract. Furthermore, it shall be the responsibility of Contractor. to track remaining funds available and to not invoice the City for any amounts not approved by the terms of this Contract. Any alterations to this Contract shall conform to BCO 121.09(a). Invoices that exceed the approved amount of this Contract will not be paid by the City.

11. In the event of dispute, the Contractor first shall be required to and shall have the right to appeal directly to the Council of the City of Beachwood, and a decision by Council shall be a condition precedent to the institution of any litigation in a court of competent jurisdiction. Any legal action arising out of this Contract shall be brought only in a court of competent jurisdiction sitting in Cuyahoga County, Ohio.

12. This Contract may be executed by electronic mail, facsimile and in counterparts, each of which shall be deemed an original and all of which shall be deemed to be one and the same instrument.

13. Contractor acknowledges that no modifications can be made to this Contract without prior written action and prior approval by the Mayor and City Council.

14. This Contract represents the entire agreement between the parties, will be governed by the laws of the State of Ohio, and shall be binding upon both parties. This Contract cannot be assigned by the Contractor without the prior written permission of the City.

IN WITNESS WHEREOF, the parties have set their hand to this Contract on the dates next to their respective signatures.

TRI-MOR, CORP

CITY OF BEACHWOOD

By: _____

By: _____

Title: _____

Justin Berns, Mayor

Date: _____

Date: _____

Approved as to form:

R. Todd Hunt
Director of Law
Nathalie E. Supler
Assistant Law Director
Matthew A. Kurz
Assistant Law Director
25325 Fairmount Boulevard
Beachwood, Ohio 44122
216-595-5462
Date: _____

CERTIFICATE OF THE DIRECTOR OF FINANCE

To the Mayor/Director of Public Safety:

I hereby certify that the amount required to meet the City's obligations under this Contract has been lawfully appropriated and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrance.

Larry Heiser
Director of Finance
Date: _____

FINDINGS FOR RECOVERY CERTIFICATION

I am aware that Ohio law, under certain circumstances, prohibits a political subdivision from awarding a Contract for goods, services or construction to any person against whom a finding of recovery has been issued by the Auditor of State, if that finding is unresolved. I hereby certify that an unresolved finding for recovery has not been issued against TRI-MOR, CORP.

SIGNATURE

PRINTED NAME

TITLE

DATE

City of Beachwood

BID OPENING

DAY/DATE: 4 / 26 / 2024 **TIME:** 1:00 P.M. **LOCATION HELD:** Conference Room A
month/day/year

FOR (ITEM OR PROJECT): **BIDDERS FOR 2024 ROAD PROGRAM PHASE I**

PERSON OPENING BIDS: Whitney Crook, Clerk of Council

<u>BIDDER NAME</u>	<u>BID BOND</u> <i>(Properly Executed & Signed)</i>	<u>NON-COLLUSION AFFIDAVIT</u> <i>(Properly Executed)</i>	<u>BID AMOUNT</u>
<u>TRI MOR CORP</u>	<u>✓</u>	<u>✓</u>	\$ <u>2,045,083.50</u>
<u>PERK CO. INC</u>	<u>✓</u>	<u>✓</u>	\$ <u>2,316,910.05</u>
<u> </u>	<u> </u>	<u> </u>	\$ <u> </u>
<u> </u>	<u> </u>	<u> </u>	\$ <u> </u>
<u> </u>	<u> </u>	<u> </u>	\$ <u> </u>
<u> </u>	<u> </u>	<u> </u>	\$ <u> </u>
<u> </u>	<u> </u>	<u> </u>	\$ <u> </u>

BID FORM

Mark Envelope: 2024 PARKING LOT PROGRAM

To the Clerk:

The undersigned, having full knowledge of the site and the specifications for the following improvements, and the conditions of this proposal, hereby agrees to furnish all services, labor, materials and equipment necessary to complete the entire project, according to the plans and specifications and completion dates, and to accept the unit prices specified below for each item as full compensation for the work in the proposal.

NUMBER OF DAYS TO COMPLETE: 120
(NOT MORE THAN 120 WORKING DAYS)

The total amount of the bid based on the approximate quantities given below and the price specified by the bidder amount to the sum of: 2,045,083.50

UNIT PRICE CONTRACT

For the 2024 CITY PARKING LOT PROGRAM in the City of Beachwood, Cuyahoga County, Ohio, in accordance with the plans and specifications.

Sum of TOTAL \$								
CATEGORY	ITEM #	CMS	DESCRIPTION	QUANTITY	UNIT	UNIT \$	Total	
PAVEMENT	1	202	FULL DEPTH PAVEMENT REMOVAL, AS PER PLAN	1672	SY	20.00	33,440.00	
	2	204	SUBGRDE COMPACTION	2128	SY	3.00	6,384.00	
	3	206	CEMENT STABILIZATION (T=8")	9370	SY	6.00	56,220.00	
	4	206	CEMENT	193	TON	215.00	41,495.00	
	5	206	CURING COAT	9370	SY	1.25	11,712.50	
	6	206	TEST ROLLING	16	HR	150.00	2,400.00	
	7	253	PARTIAL DEPTH PAVEMENT REPAIR	672.25	SY	100.00	67,225.00	
	8	254	PAVEMENT PLANING (T=3")	21412	SY	5.00	107,060.00	
	9	304	AGGREGATE BASE, AS PER PLAN	1717	CY	30.00	51,510.00	
	10	407	NONTRACKING TACK COAT	3430	GAL	5.00	17,150.00	
	11	422	SINGLE CHIP SEAL, TYPE A	14795	SY	3.00	44,385.00	
	12	448	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, PG 64-22, 1.25 INCH, AS PER PLAN	753	CY	270.00	203,310.00	
	13	448	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, PG 64-22, 1.50 INCH, AS PER PLAN	9	CY	550.00	4,950.00	
	14	448	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, PG 64-22, 1.50 INCH, AS PER PLAN	9	CY	550.00	4,950.00	
	15	448	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, PG 64-22, 1.75 INCH, AS PER PLAN	1052	CY	215.00	226,180.00	
	16	451	8" REINFORCED CONCRETE PAVEMENT, CLASS QC MS, AS PER PLAN	1230	SY	115.00	141,450.00	
	17	451	8" REINFORCED CONCRETE PAVEMENT, MISC.: BRICK COLORED CONCRETE (NO STAMP)	664	SY	140.00	92,960.00	
	18	875	LONGITUDINAL JOINT ASHSIVE	10838	LBS	3.00	32,514.00	
	19	886	FOG SEAL	269	GAL	6.00	1,614.00	

Sum of TOTAL \$								
CATEGORY	ITEM #	CMS	DESCRIPTION	QUANTITY	UNIT	UNIT \$	Total	
PAVEMENT	20	202	WALK REMOVED	4666	SF	2.00	9,332.00	
	32	512	SEALING OF CONCRETE SURFACES	11371	SF	5.00	56,855.00	
	33	609	6 INCH BASE PIPE UNDERDRAIN, AS PER PLAN	3301	LF	15.00	49,515.00	
ROADWAY	21	202	BARRIER CURB REMOVED	180	FT	15.00	2,700.00	
	22	202	CURB REMOVED	2990	FT	15.00	44,850.00	
	23	SPECIAL	REMOVAL MISC.:INTEGRAL CURBAND WALK REMOVED	3726	SF	3.00	11,178.00	
	24	SPECIAL	REMOVAL MISC.:BRICK PAVERS REMOVED	710	SY	20.00	14,200.00	
	25	SPECIAL	REMOVAL MISC.:CONCRETE HEADER REMOVED	251	FT	15.00	3,765.00	
	26	608	8" CONCRETE WALK	945	SF	12.00	11,340.00	
	27	608	5" CONCRETE WALK	2706	SF	10.00	27,060.00	
	28	608	CURB RAMP,AS PER PLAN	27	EA	2,200.00	59,400.00	
	29	609	CURB, TYPE 6	2367	FT	30.00	71,010.00	
	30	SPECIAL	12" x 18" CONCRETEHEADER	190	FT	60.00	11,400.00	
	31	SPECIAL	CURB, INTEGRALCURB AND WALK	5163	SF	13.00	67,119.00	
	34	659	TOPSOIL	114	CY	45.00	5,130.00	
	35	659	COMMERCIAL FERTILIZER	0.03	TON	2,000.00	60.00	
	36	659	SEEDING AND MULCHING	1015	SY	8.00	8,120.00	
	DRAINAGE	37	202	CATCH BASIN,TO BE REMOVED	1	EA	500.00	500.00
38		202	PIPE REMOVED24" AND UNDER	5	FT	30.00	150.00	
39		202	TRENCH DRAIN REMOVED	24	FT	40.00	960.00	
40		611	CATCH BASIN,ADJUST TO GRADE,AS PER PLAN	26	EA	2,000.00	52,000.00	
41		611	CATCH BASIN, RECONSTRUCTED TO GRADE, AS PER PLAN	6	EA	2,500.00	15,000.00	
42		611	MANHOLE,ADJUST TO GRADE,AS PER PLAN	7	EA	2,200.00	15,400.00	
43		611	MANHOLE,RECONSTRUCT TOGRADE, AS PER PLAN	2	EA	2,500.00	5,000.00	
44		611	CUYAHOGA COUNTY 3C CATCH BASIN, WIH SUMP, NO TRAP	1	EA	5,000.00	5,000.00	
45		611	12" CONDUIT, TYPE B	10	FT	200.00	2,000.00	
46		SPECIAL	TRENCH DRAIN	24	FT	410.00	9,840.00	

Sum of TOTAL \$										
CATEGORY	ITEM #	CMS	DESCRIPTION	QUANTITY	UNIT	UNIT \$	Total			
DRAINAGE	47	SPECIAL	MISC. METAL	1500	LBS	3.00	4,500.00			
TRAFFIC CONTROL	48	632	LOOP DETECTORS	4	EA	2,000.00	8,000.00			
	49	642	PARKING STALL MARKING	9960	FT	1.25	12,450.00			
	50	642	TRANSVERSE LINE	1510	FT	1.00	1,510.00			
	51	642	ISLAND MARKING	305	SF	1.00	305.00			
	52	642	STOP LINE	100	FT	5.00	500.00			
	53	642	WORD ON PAVEMENT	8	EA	105.00	840.00			
	54	642	HANDICAP SYMBOL	36	EA	160.00	5,760.00			
	55	642	ARROW	17	EA	85.00	1,445.00			
	56	642	CHANNELIZING LINE	240	FT	2.00	480.00			
	57	642	CENTER LINE, 4"	0.04	MI	5,000.00	200.00			
	58	642	EV CHARGING STATION SYMBOL	2	EA	300.00	600.00			
	59	752	ELECTRIC BOX, REPLACE W/ HEAVY DUTY	1	EA	4,200.00	4,200.00			
	INCIDENTALS	60	614	MAINTENANCE OF TRAFFIC	1	LS	35,000.00	35,000.00		
		61	623	CONSTRUCTION LAYOUT STAKES AND SURVEY	1	LS	2,500.00	2,500.00		
62		624	MOBILIZATION	1	LS	60,000.00	60,000.00			
63		SPECIAL	PRE-CONSTRUCTION VIDEO	1	LS	1,000.00	1,000.00			
64		SPECIAL	CONTINGENCY ALLOWANCE	1	LS	\$ 200,000.00	\$ 200,000.00			
Bid Total							2,045,083.50			

EXECUTED AT: Twinsburg, Ohio THIS 26th DAY OF April, 2024

BY: 

(SIGN IN INK)

TITLE: Neille Vitale, CEO

(OWNER, PARTNER, OR CORPORATE OFFICER)

VENDOR (PLEASE FILL IN):

Tri Mor Corporation

NAME

330-963-3101

PHONE

8530 North Boyle Parkway

ADDRESS

330-963-3097

FAX

Twinsburg, OH 44087

CITY, STATE & ZIP CODE

neille@trimor.com

eMAIL



CORPORATE RESOLUTION

I, **Neille Vitale**, Secretary of **Tri Mor Corporation** an **Ohio** Corporation hereby certify that the Board of Directors of said Corporation on the **26th** day of **April, 2024**, adopted a resolution authorizing the **CEO** of this Company, namely, **Neille Vitale**, to sign bid proposals, sign and enter into any and all contracts and other instruments, sign and/or authorize bid guaranty and performance bonds for the purpose of furnishing labor and materials at such price and upon such terms and conditions, including any amendments or modifications thereto, as said **CEO** in her sole discretion shall deem best, and that said actions shall be binding upon the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at **Twinsburg, Ohio**, this **26th** day of **April, 2024**, and I further certify that said resolution is still in full force and effect.



Neille Vitale, Corporate Secretary

8530 North Boyle Parkway • Twinsburg, Ohio 44087
(330) 963-3101 • Fax (330) 963-3097

"An Equal Opportunity Employer"

**Agreement Relative to Separate Consideration for
Incorporation of Tangible Personal Property**

The undersigned, a bidder on the above described project, hereby agrees that the contract to be entered into in the event its bid is accepted for the above described project, is "a construction contract pursuant to which tangible personal property is or is to be incorporated into a structure or improvement on and becoming a part of real property" and Contractor further agrees that "the consideration for such incorporation" is agreed upon "separately from the consideration for the performance of the other obligations of such construction contract, and that such "incorporation" shall constitute a sale of such tangible personal property to the CITY OF BEACHWOOD, OHIO as provided in Section 5739.01 et. seq. of the Revised Code of Ohio.

It is further agreed and understood that this agreement shall, for the purposes of said laws above mentioned, be considered as a part of the bid or offer of the undersigned and if the CITY OF BEACHWOOD, OHIO should award the contract to the undersigned, that this agreement shall be and hereby is made a part of the bid and/or contract of the undersigned for the purposes of the said laws.

For the purpose of the said section of the Revised Code above mentioned, the consideration to be paid for the performance of the contract of the above described project is divided, as follows:

1. CONSIDERATION FOR MATERIALS (MATERIAL incorporated into a structure or improvement on and becoming a part of real property)

\$ 790,000.00

2. CONSIDERATION FOR OTHER OBLIGATIONS (For other obligations of such construction contract)

\$ 1,255,083.50

The figure set down as the total must correspond with the total set down in the bid which accompanies this supplemental agreement, and the bidder in submitting this figure shall be subject to the same rules and regulations with respect to mistakes in extensions and additions as are provided in the case of totals set forth by the bidder in his bid; namely, that mistakes in additions or extensions will be corrected and the totals corrected accordingly, but the same proportion will be maintained in the division above set forth between the Consideration for Materials and Consideration for other Obligations.



Neille Vitale, CEO

Signature of bidder

NON-COLLUSION AFFIDAVIT

This affidavit is to be filled in and executed by the bidder. If the bid is made by a Corporation, then it shall be executed by its Chief Executive Officer; if by a Partnership or LLC, by its Managing General Partner or Managing Member.

STATE OF OHIO)
) SS
COUNTY OF CUYAHOGA)
Summit

Neille Vitale
Aurora Street, Hudson, OH 44236 being first duly
sworn, deposes and says that Neille Vitale residing at
and Martin E. Schlessel residing at Hidden Lake Lane and John R. Morris III
residing at Aurora Street (is)(are) the only person(s) interested with (him) (them) in
Hudson, OH 44236 the delivery of the materials quoted upon or the services performed under these
specifications; that the said quotation is made without any connection or common interest in
the profits with any other persons making any quotations or proposal for the said work; that
the said contract is on (his) (their) part in all respects fair and without collusion or fraud; and
also that no head of any department or any employee therein; or any officer of the CITY OF
BEACHWOOD, OHIO has any direct or indirect interest therein.



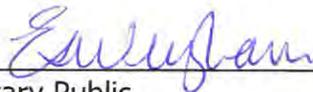
Signature Neille Vitale, CEO

Sworn to and subscribed in my presence this 26 day of April, 2024

(Notary Seal)



Erica Winningham
Notary Public, State of Ohio
My Commission Expires:
October 17, 2026



Notary Public

STATEMENT REGARDING PERSONAL PROPERTY TAXES

I, Neille Vitale , CEO
(Name) (Owner, President, Etc.)

of Tri Mor Corporation do hereby certify that this firm or person
is not delinquent in the filing and/or payment of
personal property taxes in Cuyahoga
(insert is or is not)
County. nor Summit County

(If the answer is in the affirmative, please submit a statement listing the year or years
of delinquency and the amounts).

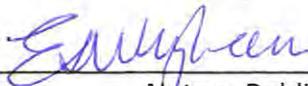
Signed 
Name of Firm Neille Vitale, CEO
Tri Mor Corporation
Address 8530 North Boyle Parkway
Twinsburg, OH 44087
Telephone 330-963-3101

State of Ohio)
Summit) SS
County of Cuyahoga)

Sworn to and subscribed in my presence this 26 day of April, 2024



Erica Winningham
Notary Public, State of Ohio
My Commission Expires:
October 17, 2026


Notary Public

Note: Statement Regarding Personal Property Taxes in Cuyahoga County.

If the business is not located in Cuyahoga County, please add a brief explanation to the above statement to the effect that no taxes are
owned to Cuyahoga County (if such is the case), or to the County in which the business is located.

**INFORMATION SHOWING QUALIFICATIONS
OF BIDDER**

The undersigned states that the names and addresses of persons interested as principals in this proposal are as follows: If a partnership, LLC or corporation, give the names and addresses of all partners, members or officers:

Neille Vitale, CEO Aurora Street, Hudson, OH 44236

Martin E. Schlessel, President Hidden Lake Ln, Peninsula, OH 44264

John R. Morris III, Treasurer Aurora Street, Hudson, OH 44236

If bidder is a corporation or LCC, bidder states that the name of state in which incorporated or constituted and the date of said incorporation or constitution is:

State of Ohio 7/22/1981

The undersigned states that they are citizen(s) of the United States and that all the partners, officers, or principals interested herein are citizens of the United States, except: (Give full name and addresses):

N/A _____

The undersigned offers the following information relative to the facilities, ability and financial resources available for the fulfillment of the Contract if such be awarded to him.

FACILITIES: That he or they own and have available for immediate use on the proposed work the following plant and equipment:

See attached Equipment List _____

ABILITY: That he or they have performed the following work: (Give location, kind, size or cost, and reference to name and address of client and engineer).

See attached Experience Record _____

FINANCIAL RESOURCES: That information relative to his or their financial resources can and may be obtained from the following: (Give name, business and address):

See attached Reference Sheet



Signature of Bidder Neille Vitale, CEO

Tri Mor Corp Equipment List 2024

CatDesc	EQDesc	ModelYr	Model	Manufacturer	Ownership	Work Type
AIR COMPRESSORS	Ingersoll Rand XP375WIR TM Trailer mntd AIR COMPRESSOR	2010	XP375WIR	Ingersoll Rand	O	15,12
AIR COMPRESSORS	INGERSOL RAND P250WD TM Trailer Mounted Air Compressor	1995	P250WD	INGERSOL RAND	O	15,12
AIR COMPRESSORS	1993 INGERSOL RAND P175WJDU TM Air Compressor	1993	P175WJDU	INGERSOL RAND	O	15,12
AIR COMPRESSORS	1992 INGERSOL RAND 175 TM Trailer Mounted Air Compressor	1992	175	INGERSOL RAND	O	15,12
AIR COMPRESSORS	2013 INGERSOLL R37IE-A125 TM RAND R37IE AIR COMPRESSOR	2013	R37IE-A125	INGERSOLL	O	15,12
BROOM	1996 BROCE RC 300 -MECHANICAL BROOM	1996	RC 300	BROCE	O	35,39
BROOM	1997 BROCE RC300 -MECHANICAL BROOM	1997	RC300	BROCE	O	35,39
BROOM	2018 RCT Broce Broom CAT	2018	RCT350	CAT Broce	O	35,39
BROOM	2018 RCT350 Broce Broom CAT	2018	RCT350	CAT Broce	O	35,39
BROOM	2006 BROCE RCT350 MECHANICAL BROOM	2006	RCT350	BROCE	O	35,39
BROOM	2006 BROCE RCT350 MECHANICAL BROOM	2006	RCT350	BROCE	O	35,39
BROOM	1989 BROCE RJ300 MECHANICAL BROOM	1989	RJ300	BROCH	O	35,39
BROOM	2018 RCT350 CAT Broce Broom-SUMMIT	2018	RCT350	CAT	O	35,39
CONVEYORS	1993 CONCORD CRE-960-18B/960-PHPP -CONVEYOR	1993	CRE-960-18B/960-PHPP	CONCORD	O	35
CONVEYORS	2007 CONCORD CRE960-18EX CONVEYOR(6145)	2007	CRE960-18EX	CONCORD	O	35
CURB AND GUTTER	GT3600 3 trax Curb & Gutter Paver	2021	GT3600	Gomaco	O	38
CURB AND GUTTER	2000 MILLER M1000 CURB & GUTTER PAVER	2000	M1000	MILLER	O	38
CURB MOLDS	SIDEWALK MOLD 1994 -	1994	SIDEWALK MOLD	(blank)	O	38
CURB MOLDS	GTCP-6657 1994 -CURB-MOLD	1994	GTCP-6657	(blank)	O	38
CURB MOLDS	GTCP-3809 1994 -CURB-MOLD	1994	GTCP-3809	(blank)	O	38
CURB MOLDS	GTCP-5918 1994 -CURB-MOLD	1994	GTCP-5918	(blank)	O	38
CURB MOLDS	SIDEWALK MOLD 1994 -6X18 MOLD	1994	SIDEWALK MOLD	(blank)	O	38
CURB MOLDS	GTCP-7553 1994 -CURB-MOLD	1994	GTCP-7553	(blank)	O	38
CURB MOLDS	GTCP6703 1994 -6X18 SCAB	1994	GTCP6703	(blank)	O	38
CURB MOLDS	GTCP-2740 1994 -CURB-MOLD	1994	GTCP-2740	(blank)	O	38
DOZER	1998 CASE 1150G DOZER	1998	1150G	CASE	O	4,9
DOZER	2003 KOMATSU D61EX-12 DOZER	2003	D61EX-12	KOMATSU	O	4,9
DOZER	2001 JOHN DEERE 700H DOZER	2001	700H	JOHN DEERE	O	4,9
DOZER	2004 KOMATSU D61-EX-12 DOZER	2004	D61-EX-12	KOMATSU	O	4,9
DOZER	2018 Caterpillar D6K2XL DOZER	2018	D6K2XL	CATERPILLAR	O	4,9
DOZER	2019 D6K2 XL CAT Dozer	2019	D6K2	CATERPILLAR	O	4,9
DOZER	2014 D61PX-23 Dozer	2014	SAA6D107E	KOMATSU	O	4,9
DOZER	2015 Caterpillar D5K2 DOZER	2015	D5K2	CATERPILLAR	O	4,9
DOZER	2018 D3K2 CAT Dozer	2018	D3K2	CAT	O	4,9
DOZER	1999 JOHN DEERE 450H DOZER	1999	450H	JOHN DEERE	O	4,9
DRILLS	2009 MINNICA A-1-30 MINNICH DRILL SINGLE	2009	A-1-30	MINNICA	O	17
DRILLS	2010 MINNICH A126000-00003 AIR DRILL THREE GANG DRILL	2010	A126000-00003	MINNICH	O	17
DRILLS	2017 Minnich 11755-0009 A1C 20X48 Drill	2017	11755-0009	MINNICH	O	17
DRILLS	2006 D-P DIAMOND PRODUCTS D-P 20 CORE DRILL	2006	D-P 20	D-P DIAMOND PRODUCTS	O	17
EXCAVATOR	2003 CATERPILLAR 320C ECAVATOR	2003	320C	CATERPILLAR	O	4,17,35
EXCAVATOR	1999 KOMATSU PC150LC-6K EXCAVATOR	1999	PC150LC-6K	KOMATSU	O	4,17,35
EXCAVATOR	2000 CATERPILLAR 318B EXCAVATOR	2000	318B	CATERPILLAR	O	4,17,35
EXCAVATOR	2006 HYUNDAI R320LC-7 EXCAVATOR - SUMMIT	2006	R320LC-7	HYUNDAI	O	4,17,35
EXCAVATOR	2014 Linkbelt 235X3 Spin Ace Excavator	2014	235X3	Linkbelt	O	4,17,35
EXCAVATOR	Link-Belt 235X3 235x3 LB Spin Ace Excavator	(blank)	235X3	Link-Belt	O	4,17,35
EXCAVATOR	2018 323FL CAT Excavator	2018	323FL	CATERPILLAR	O	4,17,35

CatDesc	EQDesc	ModelYr	Model	Manufacturer	Ownership	Work Type
EXCAVATOR	JD 220D Wheeled Excavator	2011	220D	JOHN DEERE	O	4,17,35
EXCAVATOR	2023 325TCS CAT Excavator	2023	325TCS	CATERPILLAR	O	4,17,35
EXCAVATOR	2023 John Deere 245P Excavator	2023	245P	JOHN DEERE	O	4,17,35
EXCAVATOR	2018 KOMATSU PC 138	2018	PC138	KOMATSU	O	4,17,35
LASER SCREED	2006 MORRISON SUPER SCREED(6079)	2006	(blank)	MORRISON	O	12
LASER SCREED	2020 S15R Somero 8' Laser Screed	2020	S15R	Somero	O	12
LASER SCREED	2000 SOMERO S160 -LASER SCREED	2000	S160	Somero	O	12
LOADER BACKHOES	2004 430D CATERPILLAR EXTENDA BACKHOE W/HYDRO	2004	430D	CAT	O	1,4,12,35,38
LOADER BACKHOES	1998 JOHN DEERE 410 E BACKHOE	1998	410 E	JOHN DEERE	O	1,4,12,35,38
LOADER BACKHOES	1998 JOHN DEERE 410E BACKHOE	1998	410E	JOHN DEERE	O	1,4,12,35,38
LOADER BACKHOES	1999 JOHN DEERE 410E BACKHOE	1999	410E	JOHN DEERE	O	1,4,12,35,38
LOADER BACKHOES	1999 JOHN DEERE JD 410E BACKHOE	1999	JD 410E	JOHN DEERE	O	1,4,12,35,38
LOADER BACKHOES	2003 JOHN DEERE 110 BACKHOE	2003	110	JOHN DEERE	O	1,4,12,35,38
LOADER BACKHOES	2004 CATERPILLAR 430D EXTENDA BACKHOE	2004	430D	CATERPILLAR	O	1,4,12,35,38
LOADER BACKHOES	2004 CAT 430D EXTENDA BACKHOE W/HYDRO	2004	430D	CAT	O	1,4,12,35,38
MAINLINE PAVERS	1997 CMI/METRO PAVE MP3202T -MAINLINE PAVER	1997	MP3202T	CMI/METRO PAVE	O	12
MAINLINE PAVERS	1998 CMI/METRO PAVE MP3202T -MAINLINE PAVER	1998	MP3202T	CMI/METRO PAVE	O	12
MAINLINE PAVERS	2020 GP2400 4Track Gomaco Paver	2020	GP2400	Gomaco	O	12
MINI EXCAVATORS	2007 KOMATSU PC78MR-6 MINI EXCAVATOR	2007	PC78MR-6	KOMATSU	O	4,17,35
MINI EXCAVATORS	2017 Komatsu PC88MR-10 MINI EXCAVATOR	2017	PC88MR-10	KOMATSU	O	4,17,35
MINI EXCAVATORS	2012 KOMATSU PC88 Drain Tile MINI EXCAVATOR	2012	PC88MR-8	KOMATSU	O	4,17,35
MINI EXCAVATORS	2014 KOMATSU PC88MR-10 MINI EXCAVATOR	2014	PC88MR-10	KOMATSU	O	4,17,35
MINI EXCAVATORS	2018 Komatsu PC88MR-10 MINI EXCAVATOR	2018	PC88MR-10	KOMATSU	O	4,17,35
MINI EXCAVATORS	2019 PC88MR10 Komatsu mini excavator	2019	PC88MR10	KOMATSU	O	4,17,35
MINI EXCAVATORS	PC88MR-10 Mini Excavator	2018	PC88MR	KOMATSU	O	4,17,35
MINI EXCAVATORS	2020 306CR CAT Mini Excavator	2021	306CR	CAT	O	4,17,35
MINI EXCAVATORS	2022 PC88MR-11 Komatsu compact excavator	2022	PC88MR-11	KOMATSU	O	4,17,35
MINI EXCAVATORS	1999 JOHN DEERE 80 MINI EXCAVATOR	1999	80	JOHN DEERE	O	4,17,35
MINI EXCAVATORS	2018 Caterpillar 304E2 MINI EXCAVATOR	2018	304E2	CATERPILLAR	O	4,17,35
MINI EXCAVATORS	2022 KOMATSU PC88MR-11 Excavator	2022	PC88MR	KOMATSU	O	4,17,35
MOTOR GRADERS	2018 CAT 120M2 Grader	2018	120M2	CATERPILLAR	O	9
MOTOR GRADERS	1986 CATERPILLAR 12G -ROAD GRADER	1986	12G	CATERPILLAR	O	9
ROLLERS	1997 INGERSOL RAND SD70 SMOOTH DRUM ROLLER (SM)	1997	SD70	INGERSOL RAND	O	4,9
ROLLERS	2001 INGERSOL RAND SD70D SMOOTH DRUM ROLLER (SM)	2001	SD70D	INGERSOL RAND	O	4,9
ROLLERS	1990 INGERSOL RAND SD-100 SMOOTH DRUM ROLLER (LG)	1990	SD-100	INGERSOL RAND	O	4,9
ROLLERS	1997 INGERSOL RAND SD-100 D B SMOOTH DRUM ROLLER (LG)	1997	SD-100 D B	INGERSOL RAND	O	4,9
ROLLERS	2004 CAT CS433 SMOOTH DRUM ROLLER (SM)	2004	CS433	CAT	O	4,9,16
ROLLERS	2003 INGERSOL RAND SD100 DB SMOOTH DRUM ROLLER (LG)	2003	SD100 DB	INGERSOL RAND	O	4,9
SKID STEER	2016 CAT 272D2 C1H3 Nrm flw SKID STEER LOADER	2016	272D2 C1H3 Nrm flw	CAT	O	4
SKID STEER	2016 CAT 272D2 C1H2 HF SKID STEER LOADER	2016	272D2 C1H2 HF	CAT	O	4
SKID STEER	2018 CAT 242D C3H2 SKID STEER LOADER	2018	242D C3H2	CAT	O	4
SKID STEER	2018 John Deere 332G SKID STEER LOADER	2018	332G	JOHN DEERE	O	4
SKID STEER	2018 John Deere 331G TRACK LOADER	2018	331G	JOHN DEERE	O	4
SKID STEER	2019 331G John Deer TRACK Loader	2019	331G	JOHN DEER	O	4
SKID STEER	2020 John Deere 332G Skid Steer	2020	332G	JOHN DEERE	L	4
SKID STEER	2021 CAT 272D3XE Skid steer	2021	272D3XE	CATERPILLAR	L	4
SKID STEER	2021 259D3 CAT Trax Skid Steer	2021	259D3 C3H2	CATERPILLAR	L	4
SKID STEER	2019 259D3 CAT Skid Steer	2019	259D3	CAT	O	4

CatDesc	EQDesc	ModelYr	Model	Manufacturer	Ownership	Work Type
SKID STEER	2022 272D3 C3H2 CAT	2022	272D3	CATERPILLAR	L	4
TAMPERS	2005 CVP40 PLATE TAMPER BACKHOE(6734)	2005	CVP40	(blank)	O	9
TAMPERS	2006 GENTEC GE970 HYD. PLATE TAMPER(6757)	2006	GE970	GENTEC	O	9
TRIMMERS	2012 82SST Skid Steer Trimmer	2012	85SST	EASI-POUR	O	38
UNDERDRAIN, RD WIDENERS	2000 MIDLAND SP ROADWIDENER -ROAD WIDENER	2000	SP ROADWIDENER	MIDLAND	O	9,35
UNDERDRAIN, RD WIDENERS	2004 MIDLAND SA CONCORED ROAD WIDENER (LOADER ATTACHMENT)	2004	SA	MIDLAND	O	9,35
VIBRATING SCREED	METAFORM SPEED SCREED LIGHT 1998	1998	SPEED SCREED LIGHT	METAFORM	O	38
VIBRATING SCREED	METAFORM SPEED SCREED LIGHT - SCREED 1999	1999	SPEED SCREED LIGHT	METAFORM	O	38
VIBRATING SCREED	1999 VIBRA STRIKE SCREED	1999	STRIKE	VIBRA	O	38
VIBRATING SCREED	2001 VIBRA SCREED SCREED	2001	VIBRA SCREED	VIBRA SCREED	O	38
WHEEL LOADERS	1996 CATERPILLAR 938F WHEEL LOADER	1996	938F	CATERPILLAR	O	4,9
WHEEL LOADERS	1999 JOHN DEERE TC44H WHEEL LOADER	1999	TC44H	JOHN DEERE	O	4,9
WHEEL LOADERS	1998 JOHN DEERE 624 H WHEEL LOADER	1998	624 H	JOHN DEERE	O	4,9
WHEEL LOADERS	2006 CAT 930G WHEEL LOADER	2006	930G	CAT	O	4,9
WHEEL LOADERS	2008 HYUNDAI HL770-7A WHEEL LOADER	2008	HL770-7A	HYUNDAI	O	4,9
WHEEL LOADERS	2018 938M CAT Loader	2018	938M	CAT	O	4,9
WHEEL LOADERS	2021 Komatsu WA480-8 Loader	2021	WA480-8	KOMATSU	O	4,9
WHEEL LOADERS	2021 WA320-8 Komatsu wheel loader	2021	WA320	KOMATSU	O	4,9
MAINLINE PAVERS (PARTS ONLY)	METRO 3200SF PAVER (PARTS)	(blank)	3200SF	METRO	O	12
SAWS (SOFF CUT)	2022 4200 HQ walk behind saw	2022	4200	Husqvarna	O	15
SAWS (SOFF CUT)	Husqvarna 4200 EPA Softcut Saw	(blank)	4200	Husqvarna	O	15
SAWS (SOFF CUT)	Husqvarna X5000 Softcut 5000 Paver Early Entry Concrete Saw	(blank)	X5000	Husqvarna	O	15
SAWS (SOFF CUT)	Soff cut 5000 early entry saw w/VAC Port	2021	X5000	Husqvarna	O	15
SAWS (SOFF CUT)	Husqvarna 5000 Soft-cut Saw w/vacPort	2022	5000	Husqvarna	O	15
SAWS (SOFF CUT)	husqvarna 966845703 5000 SOFF-CUT SAW	(blank)	966845703	Husqvarna	O	15
SAWS (CONCRETE ROAD)	Husqvarna FS7000D 30" E-Track Walk Behind Saw	(blank)	FS7000D	Husqvarna	O	15
SAWS (CONCRETE ROAD)	FS7000D 36" Deep Cut Husqvarna saw	2021	FS7000D	Husqvarna	O	15
SAWS (CONCRETE ROAD)	2004 SOFF CUT GX4200 -ROAD SAW	2004	GX4200	SOFF CUT	O	15



TRI MOR

ROAD BUILDERS

EXPERIENCE RECORD

Big Creek Flood Reduction Near Sprague Road		Date Completed: 11/2023
Description: Stream Restoration, Culvert Replacement, Floodplain Expansion	Bonding Company: Fidelity & Deposit Company of Maryland	
Prime <u> X </u> Subcontractor _____	Project Cost: \$717,510.93	Contract Amount: \$672,900.70
Owner: Northeast Ohio Regional Sewer District	Contact: CJ Onyak	Phone: 216-881-6600
Engineer: Northeast Ohio Regional Sewer District	Contact: Kimberly Colich	Phone: 216-881-6601
Driftwood & Cherrywood Drive Reconstruction		Date Completed: 11/2023
Description: Pavement Reconstruction, Utility R&R	Bonding Company: Fidelity & Deposit Company of Maryland	
Prime <u> X </u> Subcontractor _____	Project Cost: \$1,407,750.77	Contract Amount: \$1,293,197.00
Owner: City of Norton	Contact: Brian Binsley	Phone: 330-825-7815
Engineer: GPD Group	Contact: Alicia Villers	Phone: 330-572-3664
Cherokee Trail Phase 3 - 2022 Street Repair Program		Date Completed: 11/2023
Description: Pavement R&R, Curb, Sidewalk, Apron Repair, Storm Sewer Install	Bonding Company: Fidelity & Deposit Company of Maryland	
Prime <u> X </u> Subcontractor _____	Project Cost: \$1,211,512.32	Contract Amount: \$1,319,496.00
Owner: City of Middleburg Heights	Contact: James Herron	Phone: 440-234-2216
Engineer: Mackay Engineering	Contact: Brenda Mockbee	Phone: 440-886-4500
Twinsburg Heights Allotments Phase 18		Date Completed: 10/2023
Description: Pavement Recon, Sewer/Waterline R&R	Bonding Company: Fidelity & Deposit Company of Maryland	
Prime <u> X </u> Subcontractor _____	Project Cost: \$990,330.36	Contract Amount: \$1,075,288.10
Owner: Twinsburg Township	Contact: Robert Kagler	Phone: 330-425-4497
Engineer: OHM Advisors	Contact: Thomas Tucker	Phone: 330-913-1063
Beachwood 2023 Concrete Repair Program		Date Completed: 10/2023
Description: Pavement Reconstruction	Bonding Company: Fidelity & Deposit Company of Maryland	
Prime <u> X </u> Subcontractor _____	Project Cost: \$495,387.00	Contract Amount: \$500,000.00
Owner: City of Beachwood	Contact: Tim Tremaglio	Phone: 216-595-3721
Engineer: GPD Group	Contact: Alicia Villers	Phone: 330-572-3664
Barberry Dr, Woodlawn Cir, Maple Dr, & Fourth Ave Reconstruction		Date Completed: 10/2023
Description: Pavement Reconstruction, Storm/Waterline R&R	Bonding Company: Fidelity & Deposit Company of Maryland	
Prime <u> X </u> Subcontractor _____	Project Cost: \$4,012,532.05	Contract Amount: \$3,881,834.95
Owner: City of Berea	Contact: Heather Toth	Phone: 440-826-5814
Engineer: City of Berea Engineering	Contact: Heather Toth	Phone: 440-826-5814
Reconstruction of Bannerstone, Sandstone, Foxfire, Pine Meadow and Wonderlust		Date Completed: 9/2023
Description: Pavement R&R, Curb and Gutter	Bonding Company: Fidelity & Deposit Company of Maryland	
Prime <u> X </u> Subcontractor _____	Project Cost: \$873,640.57	Contract Amount: \$833,561.00
Owner: Painesville Board of Trustees	Contact: Morgan McIntosh	Phone: 440-749-1560
Engineer: Lake County Engineers	Contact: Ted Galuschik	Phone: 440-350-2090
Cheryl Drive Reconstruction		Date Completed: 9/2023
Description: Pavement R&R	Bonding Company: Fidelity & Deposit Company of Maryland	
Prime <u> X </u> Subcontractor _____	Project Cost: \$109,515.00	Contract Amount: \$124,237.00
Owner: Concord Township	Contact: Jennifer Zoldak	Phone: 216-749-4300
Engineer: Lake County Engineers	Contact: Ted Galuschik	Phone: 440-350-2090
Spring Road Reconstruction		Date Completed: 9/2023
Description: Pavement R&R	Bonding Company: Fidelity & Deposit Company of Maryland	
Prime <u> X </u> Subcontractor _____	Project Cost: \$1,469,685.62	Contract Amount: \$1,475,525.00
Owner: Village Of Brooklyn Heights	Contact: Jennifer Zoldak	Phone: 216-749-4300
Engineer: Chagrin Valley Engineering	Contact: Jennifer Zoldak	Phone: 440-439-1999
South Prospect St Reconstruction		Date Completed: 8/2023
Description: Pavement R&R, Storm/Sanitary Sewer R&R	Bonding Company: Fidelity & Deposit Company of Maryland	
Prime <u> X </u> Subcontractor _____	Project Cost: \$1,403,682.49	Contract Amount: \$1,423,953.00
Owner: City of Medina	Contact: Patrick Patton	Phone: 330-722-9034
Engineer: City of Medina	Contact: Patrick Patton	Phone: 330-722-9034
Cleveland Enterprise Park Phase 1		Date Completed: 12/2022
Description: Pavement R&R, Curb & Gutter	Bonding Company: Fidelity & Deposit Company of Maryland	
Prime <u> X </u> Subcontractor _____	Project Cost: \$465,749.17	Contract Amount: \$478,958.00
Owner: Village of Highland Hills	Contact: Susan Hamilton	Phone: 216-731-6255

Solon 2022 Annual Concrete Repair Program		Date Completed: 11/2022
Description: Pavement R&R	Bonding Company: Fidelity & Deposit Company of Maryland	Contract Amount: \$1,483,080.00
Prime <u>X</u> Subcontractor _____	Project Cost: \$1,427,110.85	Phone: 440-248-1155
Owner: City of Solon	Contact: Dan Driscoll	Phone: 440-248-1155
Engineer: City of Solon	Contact: Dan Driscoll	Phone: 440-248-1155
Bethany Lane Improvements		Date Completed: 11/2022
Description: Pavement and Storm Structure R&R	Bonding Company: Fidelity & Deposit Company of Maryland	Contract Amount: \$478,958.00
Prime <u>X</u> Subcontractor _____	Project Cost: \$465,749.17	Phone: 330-278-4181
Owner: Hinckley Township	Contact: Mike Behary	Phone: 330-335-8232
Engineer: Lewis Land Professionals	Contact: David Lewis	Phone: 330-335-8232
Valley Brook (TH357) Reconstruction - 2022		Date Completed: 11/2022
Description: Pavement R&R, Curb & Gutter	Bonding Company: Fidelity & Deposit Company of Maryland	Contract Amount: \$478,958.00
Prime <u>X</u> Subcontractor _____	Project Cost: \$465,749.17	Phone: 330-225-2276
Owner: Hinckley Township	Contact: Mike Behary	Phone: 330-764-8780
Engineer: Medina County Engineers	Contact: Angie Sullivan	Phone: 330-764-8780
Prior Park & Brook Park Roads Reconstruction		Date Completed: 10/2022
Description: Pavement R&R/Storm Sewer R&R	Bonding Company: Fidelity & Deposit Company of Maryland	Contract Amount: \$497,657.50
Prime <u>X</u> Subcontractor _____	Project Cost: \$499,700.68	Phone: 330-971-8180
Owner: City of Cuyahoga Falls	Contact: Tony Demasi	Phone: 330-971-8180
Engineer: City of Cuyahoga Falls	Contact: Tony Demasi	Phone: 330-971-8180
Paula Drive Rehabilitation Phase 1		Date Completed: 10/2022
Description: Pavement R&R/Storm Sewer R&R	Bonding Company: Fidelity & Deposit Company of Maryland	Contract Amount: \$933,975.00
Prime <u>X</u> Subcontractor _____	Project Cost: \$817,779.26	Phone: 440-886-4500
Owner: Middleburg Heights	Contact: Brittany Jablonski	Phone: 440-886-4500
Engineer: Mackay Engineering	Contact: Brittany Jablonski	Phone: 440-886-4500
Commodore Cove Watermain Replacement		Date Completed: 8/2022
Description: Watermain Remove and Replace	Bonding Company: Fidelity & Deposit Company of Maryland	Contract Amount: \$593,377.00
Prime <u>X</u> Subcontractor _____	Project Cost: \$658,668.43	Phone: 330-913-1080
Owner: Village of Reminderville	Contact: Thomas Tucker	Phone: 330-913-1080
Engineer: OHM Advisors	Contact: Thomas Tucker	Phone: 330-913-1080
Coventry Drive Reconstruction		Date Completed: 9/2022
Description: Pavement R&R, Utility R&R	Bonding Company: Fidelity & Deposit Company of Maryland	Contract Amount: \$928,724.50
Prime <u>X</u> Subcontractor _____	Project Cost: \$917,637.74	Phone: 330-423-6122
Owner: Village of Northfield	Contact: Daniel Collins	Phone: 330-423-6122
Engineer: Village of Northfield	Contact: Daniel Collins	Phone: 330-423-6122
2022 Residential Collectors Repair and Replacement		Date Completed: 9/2022
Description: Pavement R&R	Bonding Company: Fidelity & Deposit Company of Maryland	Contract Amount: \$858,514.00
Prime <u>X</u> Subcontractor _____	Project Cost: \$689,059.38	Phone: 330-422-2093
Owner: City of Streetsboro	Contact: Justin Czekaj	Phone: 330-572-3509
Engineer: GPD Group	Contact: Matthew Glass	Phone: 330-572-3509
Commerce Park Sanitary Sewer		Date Completed: 7/2022
Description: Sanitary Sewer Installation	Bonding Company: Fidelity & Deposit Company of Maryland	Contract Amount: \$243,440.00
Prime <u>X</u> Subcontractor _____	Project Cost: \$247,109.94	Phone: 330-825-7815
Owner: City of Norton	Contact: Robert Fowler	Phone: 330-572-3515
Engineer: GPD Group	Contact: Joshua Slagle	Phone: 330-572-3515
Lorain Water Distribution Center Parking Lot		Date Completed: 7/2022
Description: Pavement Repair and Replace	Bonding Company: Fidelity & Deposit Company of Maryland	Contract Amount: \$243,823.00
Prime <u>X</u> Subcontractor _____	Project Cost: \$588,880.20	Phone: 440-204-2003
Owner: City of Lorain	Contact: Adam Pellegrini	Phone: 440-204-2003
Engineer: City of Lorain	Contact: Adam Pellegrini	Phone: 440-204-2003
ODOT 210491 US422 Slope Slide Repair		Date Completed: 7/2022
Description: Slope Repair	Bonding Company: Fidelity & Deposit Company of Maryland	Contract Amount: \$283,932.50
Prime <u>X</u> Subcontractor _____	Project Cost: \$270,686.58	Phone: 216-584-2160
Owner: ODOT	Contact: Julie Meyer	Phone: 440-570-3422
Engineer: ODOT	Contact: Tom Wisniewski	Phone: 440-570-3422
SUM- Cleveland Massillon Road (PID 103293)		Date Completed: 7/2022
Description: Road Widening, Roundabout Installation, Waterline/Sanitary Sewer	Bonding Company: Fidelity & Deposit Company of Maryland	Contract Amount: \$8,133,955.56
Prime <u>X</u> Subcontractor _____	Project Cost: \$9,238,810.43	Phone: 330-668-9500
Owner: City of Fairlawn	Contact: Ernie Staten	Phone: 330-836-9111
Engineer: AECOM	Contact: Jeff Noble	Phone: 330-836-9111

Hampshire Farms Underground Utilities		Date Completed: 2/2022
Description: Underground Utilities	Bonding Company: Fidelity & Deposit Company of Maryland	
Prime <u>X</u> Subcontractor _____	Project Cost: \$1,223,619.00	Contract Amount: \$993,193.00
Owner: Lorain County Commissioners	Contact: Shaun Duffala	Phone: 440-329-5586
Engineer: MG Civil Design	Contact: Daniel Barcikoski	Phone: 216-408-6074
Twinsburg Heights Allotment Phases 16 & 17		Date Completed: 11/2021
Description: Pavement R&R, Underground Utilities	Bonding Company: Fidelity & Deposit Company of Maryland	
Prime <u>X</u> Subcontractor _____	Project Cost: \$1,155,000.00	Contract Amount: \$1,314,203.00
Owner: Twinsburg Township	Contact: Robert Kagler	Phone: 330-425-4497
Engineer: OHM Advisors	Contact: Thomas Tucker	Phone: 330-913-1063
Solon 2021 Annual Concrete Repair Program		Date Completed: 10/2021
Description: Pavement R&R	Bonding Company: Fidelity & Deposit Company of Maryland	
Prime <u>X</u> Subcontractor _____	Project Cost: \$2,824,723.04	Contract Amount: \$2,773,004.00
Owner: City of Solon	Contact: Dan Driscoll	Phone: 440-248-1155
Engineer: City of Solon	Contact: Dan Driscoll	Phone: 440-248-1155
Beachwood 2021 Concrete Street Improvement		Date Completed: 10/2021
Description: Pavement R&R	Bonding Company: Fidelity & Deposit Company of Maryland	
Prime <u>X</u> Subcontractor _____	Project Cost: \$558,748.00	Contract Amount: \$562,298.00
Owner: City of Beachwood	Contact: Joseph Ciuni	Phone: 216-464-5544
Engineer: GPD Group	Contact: Rich Orosz	Phone: 216-927-8693
Strongsville 2020 Pavement Reconstruction		Date Completed: 9/2021
Description: Pavement R&R	Bonding Company: Fidelity & Deposit Company of Maryland	
Prime <u>X</u> Subcontractor _____	Project Cost: \$5,876,304.00	Contract Amount: \$5,873,109.50
Owner: City of Strongsville	Contact: James Kilbane	Phone: 440-580-3133
Engineer: City of Strongsville Engineers	Contact: James Kilbane	Phone: 440-580-3133
Midwest Neighborhood Phase 4		Date Completed: 9/2021
Description: Storm sewer R&R, curb and gutter replacement	Bonding Company: Fidelity & Deposit Company of Maryland	
Prime <u>X</u> Subcontractor _____	Project Cost: \$1,162,535.10	Contract Amount: \$1,123,746.00
Owner: City of Garfield Heights	Contact: Barb Biro	Phone: 216-475-1504
Engineer: OHM Advisors	Contact: Tom Tucker	Phone: 216-865-1335
Biscayne Boulevard Reconstruction		Date Completed: 7/2021
Description: Pavement R&R, Catch Basin Replacement	Bonding Company: Fidelity & Deposit Company of Maryland	
Prime <u>X</u> Subcontractor _____	Project Cost: \$336,024.00	Contract Amount: \$346,596.00
Owner: City of Beachwood	Contact: Joseph Ciuni	Phone: 216-464-5544
Engineer: GPD Group	Contact: Rich Orosz	Phone: 216-927-8693
General Cargo Terminal Access Road & Main Gate		Date Completed: 2/2021
Description: Pavement R&R, Sanitary Sewer, Access Control System Install	Bonding Company: Fidelity & Deposit Company of Maryland	
Prime <u>X</u> Subcontractor _____	Project Cost: \$2,954,500.91	Contract Amount: \$2,795,701.50
Owner: Cleveland-Cuy Co Port Authority	Contact: Nicholas LaPointe	Phone: 216-377-1342
Engineer: JMT	Contact: Randy McClellan	Phone: 216-416-2811

REFERENCE SHEET

Company Name: **TRI MOR CORPORATION** Tax ID # 34-1343671
Business Address: 8530 North Boyle Parkway
Twinsburg, OH 44087
Phone: 330-963-3101
Fax: 330-963-3097
Year of Incorporation 1981

CORPORATE OFFICERS

Neille Vitale	CEO, Secretary and CFO
Martin Schlessel	President
Jason Morris	Vice-President
John R. Morris, III	Treasurer

Contact Regarding Invoice Payments: **Natalie Bernard**
Accounts Payable: 330-963-3101 ext. 116 Email: trimorap@trimor.com

BANK REFERENCE

First National Bank	Account #95067906
55 Public Square Suite 1460	Contact: Lisa M. Shutack
Cleveland, Ohio 44113	Phone: 216-331-1893

CREDIT REFERENCES

Shelly Materials	Medina Supply
Attn: Gail Green	Attn: Catherine Wolfe
8920 Grand Canyon Blvd	2301 Progress St
Twinsburg, OH 44087	Dover, OH 44622
Phone: 330-405-5182	Phone: 330-365-5489
Fax: 330-425-3270	Fax: 330-343-2899

HD Supply
Attn: Jana Wallace
10655 Royalton Rd
North Royalton, OH 44133
Phone: 440-230-9704
Fax: 440-237-2054

Sales Volume for Tri Mor Corporation: \$23,000,000

SURETY/BONDING REFERENCE

The Fedeli Group	Kevin Keller
5005 Rockside Road	Senior Vice President
Fifth Floor	Phone: 216-643-6978
Independence, OH 44131	KKeller@thefedeligroup.com

LISTING OF SUBCONTRACTORS

The undersigned offers the following information relative to the subcontractors or related or affiliated companies it intends to employ on this contract if such is awarded. The items and specific amounts of work assigned to each listed subcontract shall also be outlined. Duplicate this sheet as needed.

1. Name of Subcontractor: Ronyak Paving, Inc.
Address: 14376 N. Chesire St.
City Burton State: OH Telephone: 440-223-1496
Description and/or Items of Work: Asphalt Paving

Amount: \$ 679,730.25 Percent (%) of Contract: 33.24%

2. Name of Subcontractor: Trafftech, Inc
Address: 7000 Hubbard Ave.
City Cleveland State: OH Telephone: 216-361-8808
Description and/or Items of Work: Pavement Marking, Loop Detectors, Electrical

Amount: \$ 27,247.75 Percent (%) of Contract: 1.33%

3. Name of Subcontractor: _____
Address: _____
City _____ State: _____ Telephone: _____
Description and/or Items of Work: _____

Amount: \$ _____ Percent (%) of Contract: _____

4. Name of Subcontractor: _____
Address: _____
City _____ State: _____ Telephone: _____
Description and/or Items of Work: _____

Amount: \$ _____ Percent (%) of Contract: _____

Signature of Bidder: 
Bidder: _____

By: Neille Vitale Title: CEO

**BID GUARANTY AND
CONTRACT BOND**

(SECTION 153.571 Ohio Revised Code)

KNOW ALL PERSONS BY THESE PRESENTS, That we, the undersigned Tri Mor Corporation
8530 North Boyle Parkway, Twinsburg, OH 44087

as Principal and Fidelity & Deposit Company of Maryland (Name and Address) as Surety, are hereby held and firmly bound

unto City of Beachwood

_____ as Oblige in the penal sum of the dollar amount of

the bid submitted by the Principal to the Oblige on April 26, 2024
to undertake the Project known as:

2024 City Parking Lot Program

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Oblige, incorporating any additive or deductive alternate proposals made by the principal on the date referred to above to the Oblige, which are accepted by the Oblige. In no case shall the penal sum exceed the amount of

_____ dollars (\$_____)

(If the above line is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above referred project;

NOW, THEREFORE, if the Oblige accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications and bills of material; and in the event the Principal pays to the Oblige the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Oblige may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Oblige does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Oblige the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be void, otherwise to remain in full force and effect. If the Oblige accepts the bid of the Principal and the Principal within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Oblige against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications and bills of material therefore; and shall pay all lawful claims of subcontractors, material suppliers, and laborers, for labor performed and material furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any material supplier or laborer having a just claim, as well as for the Oblige herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefore shall in any wise affect the obligations of said Surety on this bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED This 26th day of April, 2024.

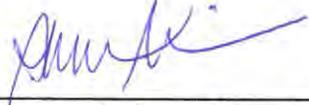
PRINCIPAL:

SURETY:

Tri Mor Corporation

Fidelity & Deposit Company of Maryland

BY: 

BY: 

TITLE: Neille Vitale, CEO

Attorney-In-Fact Sharon Brickman

Surety Company Address:

1299 Zurich Way
Schaumburg, IL 60196
P-800-382-2150
F-410-528-2585
ralph.perinne@zurichna.com

Surety Agent's Address:

The Fedeli Group
5005 Rockside Rd., Suite 500
Independence, OH 44131
P-216-328-8080
F-216-328-8081
sbrickman@thefedeligroup.com

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Scott LIPTAK, Logan LIPTAK, Kevin S. KELLER, Sharon BRICKMAN, Melanie BLANKENBURG and Jill LABONDANO, of Independence, Ohio, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 25th day of October, A.D. 2023.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

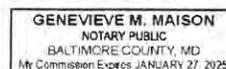
By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 25th day of October A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 16th day of April, 2024.



MJ Pethick
By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790



Certificate of Compliance

Issued 03/19/2024

Effective 04/02/2024

Expires 04/01/2025

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

FIDELITY AND DEPOSIT COMPANY OF MARYLAND, THE

of Illinois is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Allied Lines

Boiler & Machinery

Burglary & Theft

Commercial Auto - Liability

Commercial Auto - No Fault

Commercial Auto - Physical Damage

Credit

Earthquake

Fidelity

Financial Guaranty

Fire

Glass

Inland Marine

Multiple Peril - Commercial

Multiple Peril - Homeowners

Other Liability

Surety

Workers Compensation

FIDELITY AND DEPOSIT COMPANY OF MARYLAND, THE certified in its annual statement to this Department as of December 31, 2022 that it has admitted assets in the amount of \$284,263,392, liabilities in the amount of \$43,395,865, and surplus of at least \$240,867,527.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Judith L. French

Judith French, Director



THE FIDELITY AND DEPOSIT COMPANY

OF MARYLAND
1299 Zurich Way Schaumburg, IL 60196

Statement of Financial Condition
As Of December 31, 2023

ASSETS

Bonds.....	\$ 185,599,944
Stocks.....	17,844,130
Cash and Short-Term Investments.....	16,050,471
Reinsurance Recoverable.....	77,886,252
Federal Income Tax Recoverable.....	0
Other Accounts Receivable.....	3,369,205
TOTAL ADMITTED ASSETS.....	\$ 300,750,002

LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses.....	\$ 480,301
Ceded Reinsurance Premiums Payable.....	43,278,637
Remittances and Items Unallocated.....	868
Payable to parents, subs and affiliates.....	36,355,555
Securities Lending Collateral Liability.....	0
TOTAL LIABILITIES.....	\$ 80,115,362
Capital Stock, Paid Up.....	\$ 5,000,000
Surplus.....	220,634,640
Surplus as regards Policyholders.....	220,634,640
TOTAL.....	\$ 300,750,002

Securities carried at \$78,634,211 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2023 would be \$289,024,276 and surplus as regards policyholders \$208,908,914.

I, LAURA J. LAZARCZYK, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2023.

Digitally signed by
Laura J. Lazarczyk
DN: cn=Laura J. Lazarczyk

Corporate Secretary

State of Illinois }
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2024.

Ryan Horgan

Notary Public



FORM OF PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned _____ as principal and _____ as sureties, are hereby held and firmly bound unto _____ in the penal sum of _____ dollars, for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this _____ day of _____, _____

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal did on the _____ day of _____, _____, enter into a contract with _____, which said contract is made a part of this bond the same as though set forth herein;

Now, if the said _____ shall well and faithfully do and perform the things agreed by _____ to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated. The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said surety on its bond.

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS, THAT whereas, the CITY OF BEACHWOOD, OHIO State of Ohio awarded to _____
(Name of Contractor)

a _____, hereinafter designated as the
(Corporation, Partnership or Individual)
"Principal" a Contract Agreement, a copy of which is hereto attached and made part hereof for the construction of: _____

Whereas, said Principal is required under the terms of said Contract to furnish a bond in connection with said Contract Agreement, providing that if said Principal, or any of his or its subcontractors, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the Work contracted to be done, or for any Work or labor done thereon of any kind, the Surety on this bond will pay the same to the extend hereinafter set forth;

NOW THEREFORE, we the Principal and _____ as Surety, are held and firmly bound unto the CITY OF BEACHWOOD in the penal sum of _____ DOLLARS (\$ _____) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, has or its heirs executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or teams used in upon or about the performance of the Work contracted to be done or for any labor thereon of any kind, as required by the provisions of all laws of the State of Ohio to secure the payment of claims of persons employed by contractors upon public works, and the claim of persons who furnish materials, supplies, teams, implements, or machinery used or consumed by such contractors in the performance of such work, and provided that the persons, companies, or corporations so furnishing said materials, provisions, or other supplies, teams, appliances or power used in, upon, for or about the performance of the Work contracted to be executed or performed, or any person, company or corporation renting or hiring teams or implements or machinery or power for or contributing to said Work to be done, or any person who performs Work or labor upon the same of any person who supplies both Work and materials therefore, shall have complied with provisions of said laws, then Surety shall pay the same in or to an amount not exceeding the amount hereinabove set forth, and will also pay in case suit is brought upon this bond, such reasonable attorney's fee, as shall be fixed by the Court, awarded and taxed as in the laws of the State of Ohio provided.

This bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under said laws, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Agreement, or to the Work to be performed there under, or the Specifications accompanying the same, shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Agreement or to the Work or to the Specifications.

WITNESS OUR SIGNATURES this _____ day of _____ A.D., 2024

Principal

Surety

CERTIFICATION OF COMPLIANCE WITH O.R.C. 3517.13

The following certificates are required pursuant to Ohio's Campaign Finance Reform law.

One of the following two certificates shall be completed by any individual, partnership, unincorporated business, association, professional association, estate, trust, corporation, or business trust that has been awarded a contract by the City of Beachwood.

It shall be the Contractor's responsibility to determine which of the two certificates applies and if compliance with R.C. 3517.13 has been achieved.

CERTIFICATION OF COMPLIANCE WITH O.R.C. 3517.13

The City of Beachwood may enter into a contract for goods and/or services with _____ . The undersigned authorized representative of _____ certifies on behalf of _____ that all of the following persons, if applicable, are in compliance with division (I) of Ohio Revised Code Section 3517.13 with respect to all public officials who had the authority to award that contract and all public officials who may authorize or receive goods or services under that contract:

- A. the individual;
- B. each partner or owner of the partnership or other unincorporated business;
- C. each shareholder of the association;
- D. each administrator of the estate;
- E. each executor of the estate;
- F. each trustee of the trust;
- G. each spouse of any person identified in (A)-(F) above;
- H. each child seven years of age to seventeen years of age of any person identified in (A)-(G) above;
- I. any combination of persons identified in (A) – (H) above.

The undersigned certifies such compliance on and since the date that the contract was executed by all parties necessary for a valid contract with the City. This certification shall be a part of the above-referenced contract between the City and _____ .

ON BEHALF OF COMPANY:

DATE SIGNED:

Note: This form is to be used by an individual, partnership, or other unincorporated business, association, including without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate or trust. If you are unsure if this form applies to you or if you are in compliance with R.C. 3517.13 you may want to contact an attorney.

Knowingly making a false statement on this certification is considered a felony of the fifth degree and any such falsification will act as a rescission of this contract.

CERTIFICATION OF COMPLIANCE WITH O.R.C. 3517.13

The City of Beachwood may enter into a contract for goods and/or services with _____ ("Company"), an Ohio corporation. The undersigned authorized representative of Company certifies on behalf of the Company that all of the following persons, if applicable, are in compliance with division (J) of Ohio Revised Code Section 3517.13 with respect to all public officials who had the authority to award that contract and all public officials who may authorize or receive goods or services under that contract:

- A. each owner of more than twenty percent of the corporation or business trust;
- B. each spouse of each owner of more than twenty percent of the corporation or business trust;
- C. each child of seven years of age to seventeen years of age of each owner of more than twenty percent of the corporation or business trust;
- D. any combination of persons identified in (A) – (C) of this indented list.

The undersigned certifies such compliance on and since the date that the contract was executed by all parties necessary for a valid contract with the City. This certification shall be a part of the above-referenced contact between the City and Company.

ON BEHALF OF COMPANY:

DATE SIGNED:

Note: This form is to be used by a corporation or business trust, except a professional association organized under Chapter 1785 of the Revised Code. If you are unsure if this form applies to you or if you are in compliance with R.C. 3517.13 you may want to contact an attorney.

Knowingly making a false statement on this certification is considered a felony of the fifth degree and any such falsification will act as a rescission of this contract.

STATEMENT OF NON-DISCRIMINATION

Tri Mor Corporation(Company Name) does not discriminate in the workplace based on because of the race, color, religion, sex, military status, national origin, disability, age, or ancestry of any person, to discharge without just cause, to refuse to hire, or otherwise to discriminate against that person with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment.

By:



President/Official Representative

Neille Vitale, CEO

Date:

4/26/2024

March 1, 2024

DIANA HUSTON,
Payroll Administrator
TRI MOR COPORATION
8530 N BOYLE PARKWAY
TWINSBURG, OH 44087

SUBJECT: Certificate of Compliance Certification
Status: In Compliance
Effective Dates: March 1, 2024 - September 1, 2024

Dear DIANA HUSTON:

The Ohio Department of Development, Minority Business Development Division (MBDD) hereby issues TRI MOR COPORATION a Certificate of Compliance. The Certificate shall be in force for 180 days from the date of issuance.

Section 9.47 of the Revised Code requires MBDD to review affirmative action programs and plans of each company desiring to participate on state or state-assisted construction contracts and determine whether that company has violated any affirmative action programs and goals for which that company was obligated to meet during the preceding five years. Based on the above-referenced review, MBDD has found no such violation(s).

Please be advised that for TRI MOR COPORATION to maintain certification status, TRI MOR COPORATION must continue to ensure equal employment opportunities in accordance with applicable state and federal EEO laws, rules, regulations, guidelines, and meet those contractual obligations for which TRI MOR COPORATION has agreed.

Sincerely,



Monica L. Womack
Chief



Bureau of Workers' Compensation

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer
00882701

Period Specified Below
07/01/2023 to 07/01/2024

TRI-MOR CORPORATION INC
TRI-MOR CORPORATION
8530 N BOYLE PKWY
TWINSBURG OH 44087-2267



www.bwc.ohio.gov
Issued by: BWC

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



Bureau of Workers' Compensation

You must post this language with the Certificate of Ohio Workers' Compensation.

**CONTRACT BETWEEN THE CITY OF BEACHWOOD AND CONTRACTOR COMPANY
FOR THE "2024 CITY PARKING LOT PROGRAM" PROJECT**

This CONTRACT is by and between _____ COMPANY, located at _____ ("CONTRACTOR"), and the CITY OF BEACHWOOD, OHIO a municipal corporation located at 25325 Fairmount Boulevard, Beachwood, Ohio 44122 ("CITY");

WITNESSETH:

WHEREAS, the Clerk of Council, pursuant to a Motion passed by Council on _____ advertised for bids for the work and/or services hereinafter described on _____ and on _____ which bids were due on or before _____ o'clock P.M. on _____, at which time all bids were publicly opened and immediately tabulated and filed for public inspection with the Clerk of Council; and

WHEREAS, Council received the tabulation of the bids at a Public meeting held on _____, at which time Council adopted Ordinance No. _____ approving the bid of the CONTRACTOR ("BID") to be the lowest and best BID and awarding this Contract; and

WHEREAS, the CONTRACTOR expressly represents as a condition precedent to the validity and effect of this Contract, the execution hereof by the CONTRACTOR constitutes its affidavit that it is the sole entity or individual directly or indirectly interested in compensation for the delivery of labor and materials BID upon and to be awarded and performed herein, and was proposed without any connection or common interest in the profits with any undisclosed persons or entity submitting any proposal for the same and that the Contract proposal is in all respects fair and without collusion or fraud; that no employee or official of the CITY is directly or indirectly interested therein; that the CONTRACTOR in the performance of this Contract will not violate any laws applicable in the State of Ohio including, but not limited to the prevailing wage requirements of ORC 4113; and that the CONTRACTOR shall in no way engage or participate in any form of discrimination on this job.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the CONTRACTOR and the CITY agree as follows:

SECTION I. SCOPE OF WORK

CONTRACTOR shall furnish, deliver, provide and fully pay for all labor, materials, tools and equipment and all related services as may be necessary or required to perform in a good and workmanlike manner and to fully complete the **2024 CITY PARKING LOT PROGRAM** ("Project") for the City of Beachwood, in compliance with the plans and specifications on file with the Clerk of Council of the City of Beachwood, which are incorporated herein by reference.

The work shall commence within ten (10) working days from the date of Notice of Authorization to Proceed and be completed within **120 Working Days** of the Notice of Authorization to Proceed. No sub-contracting and no deviation shall be allowed with respect to changes in scope of work or in costs or in any other respect, unless prior administrative approval in the form of a written Change Order is obtained in advance from the City and is executed by the City Engineer, the Service Director and

Finance Director acting within their authority, absent emergency circumstances jeopardizing the public health, safety or welfare in which event the City can waive this requirement.

All work by the CONTRACTOR shall be performed in accordance with this CONTRACT, the plans and specifications on file with the Clerk of Council of the City of Beachwood, and the BID. The plans and specifications and the BID are specifically incorporated herein as part of this CONTRACT. CONTRACTOR agrees to provide work in accordance with the plans and specifications and the BID. In the event of any conflict between the plans and specifications and the BID, the plans and specifications shall control. In the event of inconsistencies within or between parts of this CONTRACT, or between the plans and specifications and applicable standards, codes, and ordinances, CONTRACTOR shall (i) provide the better quality or greater quantity of work or (ii) comply with the more stringent requirement.

Prevailing wages are applicable to this CONTRACT. CONTRACTOR shall comply with Chapter 4115 of the Ohio Revised Code (Wages and Hours on Public Works). CONTRACTOR is responsible for verifying that the most current wage rates are utilized and for any changes in the prevailing wage rates or classifications throughout its performance of this CONTRACT.

SECTION 2. CONTRACT PRICE

CITY shall pay the CONTRACTOR for the performance of this Contract, subject to any additions or deductions approved in accordance with the preceding paragraph, the amount submitted by the CONTRACTOR and accepted by the CITY, to wit _____ (\$ _____) and agreed to by _____ (CONTRACTOR) for the Project on which this Contract is based and pursuant to the Purchase Order issued by the Director of Finance.

All payments shall be made by the Director of Finance of the CITY as progress, retainage or final payments become due upon written and signed acceptance and direction to pay issued by the City's Engineer.

SECTION 3. INDEMNIFICATION

The CONTRACTOR shall indemnify and save the CITY and each and all of its public officials and employees harmless from any and all suits, liens, claims, actions or causes of actions arising out of the performance of this Contract asserted by an individual and/or any entity. Claims to be indemnified shall include, but not be limited to, claims of negligence or any other tort. Contract or any claim of breach thereof, any claim arising out of or based upon any alleged violation of federal, state or local law, statute or ordinance. The CONTRACTOR shall, at his or its own expense, defend the CITY and its officials in all litigation and indemnify the CITY and/or its Law Director and/or the CITY'S insurance carrier for all attorney's fees incurred, judgments and/or awards of damages, court costs and any other expenses arising out of such litigation or claims, whether or not such claim has any validity in fact.

The CONTRACTOR shall take out and maintain during the life of the Contract, such public Liability (Bodily Injury and Property Damage) Insurance as shall protect CONTRACTOR and any subcontractors performing work covered by the Contract from claims for damages, for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under the

Contract, whether such operation be by itself or by anyone directly or indirectly employed by either of them. The CONTRACTOR shall maintain coverage of the types and in the amounts as specified below. The policy shall name the City as an additional insured and the City shall be a certificate holder. Proof of such insurance coverage shall be evidenced by submitting a certificate of insurance listing the City as an additional insured.

The amounts of such coverage shall be as follows:

BODILY INJURY LIABILITY

EACH PERSON	\$1,000,000.
EACH ACCIDENT	\$2,000,000.

PROPERTY DAMAGE LIABILITY

EACH ACCIDENT	\$1,000,000.
---------------	--------------

Such insurance shall remain in full force and effect during the life of the contract. The Owner shall receive thirty (30) days prior written notice of policy cancellation.

SECTION 4. WARRANTY

The CONTRACTOR warrants: that it is the sole entity or individual directly or indirectly interested in compensation for the delivery of the labor and materials BID upon, awarded and performed under this Contract; that no subcontractor shall perform any part of this Contract without notice in advance to the City Engineer, and any objection thereto shall be presented first to the Mayor, and then to the Council for resolution; that the proposal made upon which this Contract is based was made without any connection or common interest in the profits with any undisclosed persons or entity making any quotation or proposal for the said work; that the Contract is, on the part of the CONTRACTOR in all respects fair and without collusion or fraud; that no employee or official of the City of Beachwood is directly or indirectly interested therein; that the CONTRACTOR in the performance of this Contract will not violate any laws applicable in the State of Ohio; that the CONTRACTOR will in no way engage in or participate in any form of discrimination.

SECTION 5. COMPLIANCE WITH LAW

The CONTRACTOR shall comply with all laws applicable in the City of Beachwood or the State of Ohio including, but not limited to the prevailing wage requirements of the Beachwood Codified Ordinances, Section 168.20; CONTRACTOR shall not engage or participate in any form of discrimination on the Project.

SECTION 6. COMPONENT PARTS OF CONTRACT

This Contract consists of this instrument and the component parts attached hereto, all of which are incorporated herein as if fully rewritten, numbered and signed by the parties. Such documents, unless waived in writing by the Law Director, shall include, but are not limited to, plans and drawings, specifications, warranties, performance bond approved by the City Law Director, proof of satisfactory liability insurance, proof of workers' compensation coverage, the laws of Ohio, the laws of the City of Beachwood, copies of advertisement, bid tabulations and purchase orders.

SECTION 7. DISPUTES

In the event of dispute, the CONTRACTOR first shall be required to and shall have the right to appeal directly to the Council of the City of Beachwood, and a decision by Council shall be a condition precedent to the institution of any litigation in a court of competent jurisdiction. Any legal action arising out of this Contract shall be brought only in a court of competent jurisdiction sitting in Cuyahoga County, Ohio.

SECTION 8. PURCHASE ORDER

It shall be the responsibility of the CONTRACTOR to obtain a copy of the purchase order issued by the City for the approved amount of this contract. Furthermore, it shall be the responsibility of CONTRACTOR to track remaining funds available and to not invoice the City for any amounts not approved by the terms of this Contract. Any alterations to this Contract shall conform to BCO 121.09(a). Invoices that exceed the approved amount of this Contract will not be paid by the City.

SECTION 9. FINDINGS FOR RECOVERY CERTIFICATION

Ohio law prohibits any state agency or political subdivision from awarding a contract, in excess of twenty-five thousand dollars (\$25,000.00), for goods, services, or construction to any person against whom a finding of recovery has been issued by the Auditor of State, if that finding is unresolved. Contractor certifies that an unresolved finding for recovery has not been issued against Contractor and attached is a completed Findings For Recovery Certification.

SECTION 10. EXECUTION OF CONTRACT

This Contract was executed on behalf of the CONTRACTOR by _____, as authorized by corporate resolution to be furnished on request, and by Martin S. Horwitz, Mayor of the City of Beachwood, Ohio, as authorized by the Council of the City of Beachwood, Ohio. This Contract may be executed by electronic mail or facsimile and in counterparts, each of which shall be deemed an original and all of which shall be deemed to be one and the same instrument.

SECTION 11. ENTIRE CONTRACT

This is the entire Contract between the parties and shall not be altered except in writing signed by both parties, or except for any changes which the City Engineer is authorized to make in the scope of the project pursuant to the implied and express authority set forth in the Contract. All provisions of this Contract are to be interpreted according to the laws of or applicable to the State of Ohio, and made effective in Beachwood, Ohio.

IN WITNESS WHEREOF, the Parties have executed this Contract the day and year first written below.

_____ **COMPANY**

CITY OF BEACHWOOD

By: _____

By: _____
Mayor

Its: _____

Date: _____

Date: _____

Approved as to Form:

City Law Department
Todd R. Hunt, Interim Law Director
25325 Fairmount Boulevard
Beachwood, OH 44122
(216) 595-5464

FINDINGS FOR RECOVERY CERTIFICATION

I am aware that Ohio law, under certain circumstances, prohibits a political subdivision from awarding a contract for goods, services or construction to any person against whom a finding of recovery has been issued by the Auditor of State, if that finding is unresolved. I hereby certify that an unresolved finding for recovery has not been issued against Tri Mor Corporation Company.



SIGNATURE

Neille Vitale
PRINTED NAME

CEO
TITLE

4/26/2024
DATE



Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: **Vitale, Neille**
Organization: **Tri Mor Corporation**
Date: **4/24/2024 10:21:49 AM**

This search produced the following list of **5** possible matches:

Name/Organization	Address
Industrial Hydraulics, Mr. Ron Baisden	108 S. 2nd St.
Strickler, Ryan	
Strickling, Vivian	11755 Norbourne Dr., Apt. 1001
Total Deliverance Ministries	105 Spears Court
Vitaoe, John	

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

CLEVELAND

AFFIDAVIT OF (SUB ORIGINAL) CONTRACTOR

.....Ohio, _____ 2006

STATE OF OHIO, _____ COUNTY, ss: _____ being first duly sworn, says that he is

President _____ of _____ the

Sub }
Original } contractor having a contract with _____
the _____

for _____ situated
on or around or in front of the following described property: _____

whereof _____ was the owner, part owner or lessee.

Affiant further says that the following shows the names of every sub-contractor in the employ of said
..... 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 hereof, under said contracts.

NOTE: This statement must be accompanied by a similar sworn statement signed by each of the
sub-contractors listed below.

SUB-CONTRACTORS

NAME	TRADE	Amount due or to become due for work and material furnished to date hereof.

Said affiant further says that the following shows the names of every person furnishing machinery, material
or fuel to _____ giving the amount,
if any, which is due, or to become due, to them or any of them, for machinery, material or fuel furnished to date
hereof, under said contracts.

MATERIAL MEN

NAME	TRADE	Amount due or to become due for work and material furnished to date hereof.

Said affiant further says that the following shows the names of every unpaid laborer in the employ of
_____ furnishing labor under said contract, giving the amount, if any,
which is due, or to become due for labor done to date hereof:

Note: If the fact is that every laborer has been paid in full, then recite: "Every laborer has been paid in full".
 If not, then give each unpaid laborer's name and the amount due or to become due.

LABOR

NAME	HOURS	Amount due or to become due for labor furnished to date hereof.

That the amounts due or to become due to said sub-contractors, material men and laborers, for work done, or machinery, material or fuel furnished to the date hereof, to _____ is fully and correctly set forth opposite their names, respectively, in the aforesaid statements, and further evidenced by certificates of every person furnishing machinery, material or fuel, hereto attached, and made a part hereof.

Affiant further says that _____ has not employed or purchased or procured machinery, material or fuel from, or sub-contracted 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.

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE, at _____ Ohio, this _____ day of _____ A.D., 2006.

 Notary Public

CERTIFICATE OF MATERIAL MEN

_____, Ohio, _____ 2006

The undersigned certify that to the date hereof they have furnished machinery, material or fuel as set out herein to _____ for _____

_____ situated on or around or in front of the property described in the foregoing affidavit; that the nature of said machinery, material or fuel furnished, the date when they commenced furnishing the same and the amount now due or owing to each of them, is correctly stated and set opposite their respective names or they have been paid in full, if so acknowledged hereon.

NAME	Machinery, materials or fuel and nature of the same.	Commenced Furnishing	Amount due or to become due to date hereof.

**Affidavit of Compliance
PREVAILING WAGES**

I, _____
(Name of person signing affidavit)(Title)

do hereby certify that the wages paid to all employees of

(Company Name)

for all hours worked on the

(Project name and location)

project, during the following period from _____ to _____ are in
(Project Dates)

compliance with prevailing wage requirements of Chapter 4115 of the Ohio Revised Code. I further certify that no rebates or deductions have been or will be made, directly or indirectly, from any wages paid in connection with this project, other than those provided by law.

(Signature of Officer or Agent)

Sworn to and subscribed in my presence this _____ day of _____ 2006.

(Notary Public)

The above affidavit must be executed and sworn to by the officer or agent of the contractor or subcontractor who supervises the payment of employees. This affidavit must be submitted to the owner (public authority) before the surety is released or final payment due under the terms of the contract is made.

LAW1003

**CONSENT OF SURETY
For Final Payment**

Project Name _____
Location _____
Project No. _____ Contract No. _____
Type of Contract _____
Amount of Contract _____

In accordance with the provisions of the above name contract between the Owner and the Contractor, the following names surety:

on the Payment Bond of the following name Contractor:

hereby approves of final payment to the Contractor, and further agrees that said final payment to the Contractor shall not relieve the Surety Company named herein of any of its obligations to the following named Owner: as set forth in said Surety company's bond:

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this _____ day of _____, 2006

(Affix corporate seal here)

(Name of Surety Company)

(Signature of Authorized Representative)

TITLE _____



Interoffice Memo

Date:4/22/24

To: City Council

From: Derek Schroeder, Community Services Director

RE: Fall Fest – Super Games Order

Please find the attached quote from Super Games for this year's Fall Fest. Equipment does book up, so I would like to get this contract finalized and approved ASAP.

INTRODUCED BY:

RESOLUTION NO. 2024-9

AN RESOLUTION AUTHORIZING A CONTRACT WITH SUPERGAMES FOR THE RENTAL OF INFLATABLES AND OTHER ASSOCIATED EQUIPMENT FOR THE 2024 CITY OF BEACHWOOD FALL FESTIVAL; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City received a quotation from SuperGames for the rental of inflatables and other associated equipment for the 2024 City of Beachwood Fall Festival; and

WHEREAS, the total will be in an amount not to exceed Twenty-Five Thousand Nine Hundred Ninety-Nine Dollars and No/Cents (\$25,999.00); and

WHEREAS, a portion of the cost will be offset by the NOPEC Energized Community Grant in an amount not to exceed Two Thousand Dollars and No/Cents (\$2,000.00).

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Beachwood, County of Cuyahoga, and State of Ohio, that:

Section 1: Based upon the recommendation of the Community Services Director, the Mayor is hereby authorized and directed to enter into a contract with SuperGames as set forth in Exhibit "A", a copy of which is attached hereto and incorporated herein for the 2024 City of Beachwood Fall Festival in an amount not to exceed Twenty Five Thousand Nine Hundred Ninety Nine Dollars and No/Cents (\$25,999.00) with a portion of the cost being offset by the NOPEC Energized Community Grant Agreement.

Section 2: It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

Section 3: This Resolution is hereby declared an urgent measure necessary for the immediate preservation of the public peace, health, or safety or the efficient operation of the City, and for the further reason to secure the rental of inflatables and associated equipment at the earliest time possible; wherefore, this Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

RESOLUTION NO. 2024-9

Attest: I hereby certify this legislation was duly adopted on the 6th day of May, 2024, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 7th day of May, 2024

Clerk

Approval: I have approved this legislation this 7th day of May, 2024, and filed it with the Clerk.

Mayor

Event Location
City of Beachwood
Shannon Diamond
 Beachwood City Hall
 25325 Fairmount Blvd
 Beachwood, OH 44122
 Cell: (216) 798-7614 Office: (216) 292-1970

Start Date: 9/29/2024 12:00pm
End Date: 9/29/2024 5:00pm
Delivery: Fully Staffed

Surface: Pavement

Name	Qty	Total
Activities Giant Board Games  Giant Tic Tac Toe/ 4 Spot (8 x 7 x 10)	1	
Activities Inflatables  Endzone SG Obstacle Course (13W x 52L x 16.5H)	1	
 Fall Playland	1	
 Football Bounce (15'6W x 18L x 19H)	1	
 Frankenstein Combo (28x16x14)	1	
 Scarecrow Slide (17'6"W x 25'6"L x 24H)	1	
Activities Interactive  Ballistic Swing (60Wx60Lx13'5")	1	

 <p>Cyclone Spin Ride (20' L x 24' W x 13' H)</p>	1	
 <p>Klime Wallz (10W x 30L x 25H)</p>	1	
 <p>Mechanical Pumpkin (15W x 15L x 10H)</p>	1	
 <p>Pirates Revenge (20W x 30L x 18H)</p>	1	
 <p>Portable Zipline 300 (20W X 340L x 34H)</p>	1	
<p>Activities Sports</p>  <p>Axe Throwing Inflatable (Single) (14 x 10 x 12)</p>	1	
<p>Atmosphere</p>  <p>Fall Flags</p>	20	
<p>Photo Novelties</p>  <p>Pumpkin Photo Op (20x20x16H)</p>	1	
<p>Generac - 17,500 Generator</p>	1	
<p>Height Sign for Ride</p>	1	
<p>Generac - 17,500 Generator</p>	1	
<p>Height Sign for Ride</p>	1	
<p>Height Sign for Ride</p>	1	
<p>Height Sign for Ride</p>	1	

High Profile Motion Base	1	
Generac - 17,500 Generator	1	
Height Sign for Ride	1	
Height Sign for Ride	1	
Infrastructure Adirondack Chair	20	
Delivery	7	
Honda 6500 Generators	7	
Liability Insurance	1	
Picnic Tables (Folding)	6	
Program Logistics	1	
Safety Mats	11	
Sand Bags	76	
Set up and Tear down	1	
Staffing Event Host	1	
Staff	22	
Tents 10 x 10 Tent	2	

Rentals subtotal	\$30,470.00
Discount	\$-2,471.00
Total	\$27,999.00
Deposit Due	\$0.00
Amount Paid	\$2,000.00
Balance Due	\$25,999.00

Contract and Terms

SuperGames Event Policies

- **Weather**
 - Any forecast 50% or less chance of rain, the event is on as scheduled
 - SuperGames reserves the right to temporarily shut down activities due to hazardous conditions; i.e. significant rain, winds greater than 20 mph, lightning
 - SuperGames will make every effort to reopen activities once conditions allow

- o Wind Provision: State law requires that to operate inflatables, the wind speed is to be below 20 MPH sustained. Your event could experience a temporary shut down if the wind is over 20 MPH.
- **Payment / Deposit / Signed Agreement**
 - o Once SuperGames equipment leaves warehouse, client cannot reschedule event and full payment will be due.
 - o Full deposit or purchase order is due 14 days before event. If rental deposit is not received by the date indicated, this agreement may be voided.
 - o Deposit can be paid by check or credit card
 - o Deposit is non refundable but can be applied to future programs within the current calendar year
- **Rescheduling events**
 - o If there is an Indoor Option available, we prefer to use that instead of rescheduling.
 - o If no Indoor Option, events can be rescheduled to a later date within the same calendar year

Please initial below to agree to these policies
 Initials _____

Information & Terms: A non-refundable deposit and an authorized signature on your proposal will reserve your activities and date. The balance is due on or before the date of the event prior to set-up. We reserve the right to set appropriate rules of conduct and age/weight/time limits in order to best facilitate your event and maintain a safe environment.

Rescheduling an Event: This contract, after signing, is a legal and binding contract. To reschedule, sufficient notice must be given - at least 48 hours prior to start of your event. Deposit is non-refundable, however it may then be applied to an event date occurring in the same calendar year from the original event date. The contract price for the rescheduled event must be equal to or greater than the contract price for the cancelled event. Any rescheduled event is subject to availability of activities at the time of notification of postponement.

Weather During Event: In the event that inclement weather occurs while equipment is located on site during event, SuperGames reserves the right to deflate and cover equipment or otherwise terminate operations. Please note, all inflatable equipment is affected by wind and moisture, and will be deflated when raining or when sustained winds are over twenty (20) miles per hour.

Equipment: Equipment and entertainers are rented based on the signed agreement and deposits. While every effort is made to meet requests for specific equipment and/or entertainers, SuperGames reserves the right to substitute comparable equipment and/or entertainers of equal or greater value for any reason.

Volunteer Requirements: SuperGames will provide instruction for the proper and safe use of all equipment rented. This instruction will be made available to any employees, families, guests, or other individuals who wish to volunteer. Volunteer attendants must enforce all safety and behavior rules. If volunteer attendants fail to adhere to the provided instructions or fail to enforce safety and behavior rules, rented equipment may be taken down and removed. Volunteers are not covered by SuperGames insurance. SuperGames retains sole discretion to determine if rented equipment will be removed for such violations. The operator of any ride or equipment may, at his/her discretion, deny participation to anyone for any reason, including but not limited to intoxication, behavior, size, or medical conditions. Volunteers must follow and strictly adhere to all requirements for operating any inflatable or activity, as established by the Ohio Department of Agriculture Ride Safety Division.

Please note that items and equipment are reserved from the date of booking and therefore cannot be booked or reserved for other events. As equipment is held specifically for Client, cancellations made at any time will incur a penalty. This cancellation penalty applies to all events, unless otherwise authorized in writing by SuperGames management. Please note that your rental is not officially reserved until the signed contract is received. Cancellation of event after contract is signed and returned will result in loss of deposit. SuperGames reserves the right to bill the client for incidental expenses incurred as a result of event cancellation, including but not limited to vendor fees, food/catering expenses, labor costs, travel expenses, and lodging.

I HAVE READ THIS CONTRACT AND AGREE & UNDERSTAND THE CONTENT.

 Signature

 Date

 Printed Name



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/1/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hummel Group, Inc. 461 Wadsworth Rd PO Box 3 Orrville OH 44667	CONTACT NAME: Julie Piazza CISR PHONE (A/C No. Ext): (330)683-1050 E-MAIL ADDRESS: jpiazza@hummelgrp.com	FAX (A/C No.): (330)683-1169	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Direct Instructional Support Systems, Inc., DBA: Supergam 6580 Huntley Rd. Columbus OH 43229	INSURER A: The Cincinnati Specialty Underwriters I		
	INSURER B: The Cincinnati Insurance Company		
	INSURER C: Travelers Indemnity Company		25658
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: Master Liab. 2023-2024

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			CSU0119960 & CSU0181315 (Limit \$1,000,000)	12/31/2023	12/31/2024	EACH OCCURRENCE	\$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input checked="" type="checkbox"/> 1M Excess Liability Incl. w Ea. Occurrence & Aggregate	<input checked="" type="checkbox"/>					MED EXP (Any one person)	\$ Excluded
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 5,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	\$ 5,000,000
							Employers Liability	\$ 1,000,000
B	AUTOMOBILE LIABILITY			EPP0502565	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
							Underinsured motorist BI single limit	\$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			Auto Only EPP0502565	12/31/2023	12/31/2024	EACH OCCURRENCE	\$ 4,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$ 4,000,000
	DED	RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			6KUB-4N47911-4-23 Re: Michigan Payroll	7/16/2023	7/16/2024	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	<input type="checkbox"/> N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Abuse & Molestation			CSU0119960	12/31/2023	12/31/2024	Each Claim	1,000,000
							Deductible	1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Beachwood 25325 Fairmount Blvd Beachwood, OH 44122	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE P Teague Jr. CIC CRM/ 

© 1988-2014 ACORD CORPORATION. All rights reserved.

Every County in Ohio is required to have a County 9-1-1 Plan. This document must outline the final plan for implementing and operating a countywide 9-1-1 system. The County 9-1-1 Plan must incorporate all necessary objectives and standards necessary to meet the requirements set forth in Ohio Revised Code for 9-1-1. The 9-1-1 plan must identify specific details of the current 9-1-1 system in the County (ex. where 9-1-1 centers are located, how each center is managed and operated, how calls for 9-1-1 are handled in the County, what systems and equipment are used for 9-1-1 in the County, etc.).

9-1-1 PLAN REQUIREMENTS

Ohio Revised Code Section 128 requires every county in Ohio to have a 9-1-1 plan. The plan is statutorily required to include technological details, call handling processes, and jurisdictional definitions. Cuyahoga County’s plan contains all statutorily required information.

CURRENT 9-1-1 SYSTEM IN CUYAHOGA COUNTY

Cuyahoga County has 23 Public Safety Answering Points (PSAPs) otherwise called Dispatch Centers). The 9-1-1 Call Answering Solution currently utilized by every PSAP in Cuyahoga County is the Motorola Vesta Solution. Each PSAP call answering position is equipped by Cuyahoga County with network connectivity, appropriate hardware equipment and all necessary software. Cuyahoga County determines the number of 9-1-1 call answering positions allocated to each PSAP based on call volume, staffing and back-up responsibilities. A PSAP may elect to purchase additional workstations from the 9-1-1 system vendor. Cuyahoga Emergency Communications System (CECOMS) is currently the only wireless PSAP in Cuyahoga, currently. This means that all 9-1-1 wireless, VoIP calls and texts initially route to CECOMS, which directs the call to the appropriate PSAP.

FUTURE 9-1-1 SYSTEM IN CUYAHOGA COUNTY

Future 9-1-1 systems must be capable of accepting calls from any communication device. Most Ohio PSAPs are not equipped to accept or respond to calls from the full spectrum of communications devices. In addition, some of the key infrastructure on which the legacy system depends is aging and vulnerable. For these reasons, Ohio is transitioning to a Next Generation 9-1-1(NG9-1-1) system that uses an Emergency Services Internet Protocol Network (ESINet) to deliver and process 9-1-1 traffic. An ESINet is a network capable of receiving and relaying emergency calls, texts, and other forms of media to PSAPs. The State of Ohio is currently piloting NG9-1-1. Cuyahoga County has been actively planning for this transition and has devised a long-term plan for our own NG9-1-1 implementation while being cognizant of the needs for the daily operations and any additional impacts a NG9-1-1 environment will have on infrastructure, policies, call routing and training.

In addition to this longer-term goal, Cuyahoga County is committed to routing calls within the current system using the most efficient and reliable pathways, while maintaining the lowest level of risk for our citizens. To that end, Cuyahoga County and its 9-1-1 Program Review Committee has initiated a pilot to ultimately work towards its goal of eligible PSAPs receiving wireless 9-1-1 calls. For a PSAP to be considered eligible, the PSAP must be: 100% compliant with all State of Ohio Administrative Rules and in compliance with the County’s 9-1-1 PSAP Audit. PSAPs must also meet additional minimum standards and requirements, which are being identified and finalized through the recent pilot started in Cuyahoga County. Ultimately PSAPs not deemed eligible will continue to receive wireless 9-1-1 calls from CECOMS.

9-1-1 FUNDING STRUCTURE

Cuyahoga County receives monthly disbursements from the State NG9-1-1 Assistance Fund. These disbursements benefit all PSAPs in Cuyahoga County as the funding provides full support for the County 9-1-1 system’s equipment, call-taking application, and connectivity. Cuyahoga County’s current

agreements for call handling and network connectivity expire in March 2025. *[Note: Cuyahoga County is currently exploring procurement options to take effect upon expiration of the current agreement.]*

PSAP costs for personnel and wireline 9-1-1 calls, including equipment installation and maintenance, are funded through local government budgets. Additionally, PSAPs are responsible for paying any costs associated with workstations in quantities beyond what Cuyahoga County has provided to the PSAP, though the County provides those necessary for normal operations at each PSAP.

While the 9-1-1 Plan initially envisioned a cost sharing structure between Cuyahoga County and PSAPs, that structure has been deferred indefinitely as wireless call taking for eligible PSAPs is further explored within the County, and as the State of Ohio matriculates through its NG9-1-1 pilot program.

INTRODUCED BY:

RESOLUTION NO. 2024-10

A RESOLUTION APPROVING THE CUYAHOGA COUNTY 9-1-1 PLAN AS ADOPTED BY THE CUYAHOGA COUNTY 9-1-1 PROGRAM COMMITTEE; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City of Beachwood, Ohio is located within the County of Cuyahoga and is therefore part of the Cuyahoga County's 9-1-1 service network;

WHEREAS, pursuant to ORC 128.06(D) each county program review committee shall maintain and amend a final plan for implementing and operating a countywide 9-1-1 system with specific provisions included therein;

WHEREAS, Cuyahoga County has provided a copy of the 9-1-1 Plan, dated March 6, 2024, to the City of Beachwood in accordance with Ohio Revised Code Section 128.07; and

WHEREAS, pursuant to ORC 128.08(A) within sixty days after receipt of the final plan, the legislative authority of each municipal corporation in the county and of each township whose territory is proposed to be included in a countywide 9-1-1 system shall act by resolution to approve or disapprove the Plan.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Beachwood, County of Cuyahoga, and State of Ohio, that:

Section 1: The Council hereby approves the Cuyahoga County 9-1-1 Plan as adopted by the Cuyahoga County 9-1-1 Program Review Committee, such Cuyahoga County 9-1-1 Plan is available for inspection in the Office of the Mayor."

Section 2: It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

Section 3: This Resolution is declared to be an urgent measure immediately necessary for the public peace, health or safety or the efficient operation of the City; and for the further reason of the need to be in compliance with ORC 128.08(A) and acted upon by the City by May 17, 2024; wherefore, this Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

RESOLUTION NO. 2024-10

WHEREFORE, this Resolution shall be in full force and effect from and after the earliest date permitted by law.

Attest: I hereby certify that this legislation was duly adopted on the ___ day of _____, 2024, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the ___ day of _____, 2024.

Clerk

Approval: I have approved this legislation this ___ day of _____, 2024 and filed it with the Clerk.

Mayor

INTRODUCED BY:

RESOLUTION NO. 2024-11

A RESOLUTION SELECTING MAYOR HOLTZHEIMER-GAIL, AS THE MAYOR OF THE CITY OF EUCLID IN CUYAHOGA COUNTY, TO SERVE AS A MEMBER OF THE CUYAHOGA COUNTY 9-1-1 PROGRAM REVIEW COMMITTEE; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City of Beachwood, Ohio is located within the County of Cuyahoga and is therefore part of the Cuyahoga County's 9-1-1 service network;

WHEREAS, Cuyahoga County convenes a 9-1-1 Program Review Committee in accordance with Ohio Revised Code Section 128.06 (B);

WHEREAS, Ohio Revised Code Section 128.06 (B)(4) specifies that all municipal corporations within Cuyahoga County are entitled to one vote as to the chief executive officer of one municipal corporation, who shall represent on the 9-1-1 Program Review Committee all chief executive officers of all municipal corporations within Cuyahoga County;

WHEREAS, said chief executive officer representative shall be selected by the majority of the legislative authorities of municipal corporations in Cuyahoga County;

WHEREAS, Mayor Kirsten Holzheimer-Gail is currently the Mayor of the City of Euclid in Cuyahoga County and currently serves as the President of Chagrin Valley Dispatch, and based on her service as Mayor and President of Chagrin Valley Dispatch, she is familiar with the issues that the Cuyahoga County 9-1-1 Program Review Committee will review, address, and implement; and

WHEREAS, this Council desires to select Mayor Holzheimer-Gail to serve on the Cuyahoga County 9-1-1 Program Review Committee.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Beachwood, County of Cuyahoga, and State of Ohio, that:

Section 1: The Council hereby selects Mayor Kirsten Holzheimer-Gail, the Mayor of the City of Euclid in Cuyahoga County, to serve on the Cuyahoga County 9-1-1 Program Review Committee as the representative of all chief executive officers of all municipal corporations within Cuyahoga County and the selection of Mayor Holzheimer-Gail shall be effective upon the effective date of this Resolution.

Section 2: It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

RESOLUTION NO. 2024-11

Section 3: This Resolution is declared to be an urgent measure immediately necessary for the public peace, health or safety or the efficient operation of the City; and for the further reason that action is necessary for the selection to be by the majority of the legislative authorities of municipal corporations in the county pursuant to resolutions they adopt and a response by the municipalities is requested by the County by May 17, 2024; wherefore, this Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

Attest: I hereby certify that this legislation was duly adopted on the ___ day of _____, 2024, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the ___ day of _____, 2024.

Clerk

Approval: I have approved this legislation this ___ day of _____, 2024 and filed it with the Clerk.

Mayor