

Beachwood City Council Meeting Agenda
Tuesday, February 19, 2019, 7:00 PM
at Beachwood City Hall, Council Chambers,
25325 Fairmount Boulevard, Beachwood, Ohio 44122

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

Agenda Items

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)
4. Approval of Minutes

Approval of the Minutes of the Regular Council Meeting held on February 4, 2019

5. Finance & Insurance Committee **Ordinance No. 2019-26** An Ordinance authorizing and directing the Payment of Certain Claims (Bills) for Professional and other Services; and declaring this to be an urgent measure
6. Public Works Committee **Ordinance No. 2019-27** An Ordinance authorizing the Mayor to renew a Contract with Medina Supply Company for the purchase of Ready-Mix Concrete for 2019; and declaring this to be an urgent measure
7. Public Works Committee **Motion** A Motion authorizing the Clerk to advertise for bids for the 2019 Capital Roads Program Halburton Road Phase 2 Project
8. Public Works Committee **Motion** A Motion authorizing the Clerk to advertise for bids for the 2019 Capital Roads Program Campus Rd Water Main Replacement Project
9. Recreation/Community Services Committee **Ordinance No. 2019-28** An Ordinance accepting a quotation from M&G Pools, LLC for the spring preparation, daily maintenance, and winterization of the Beachwood Family Aquatic Center for 2019; and declaring this to be an urgent measure
10. Safety & Public Health Committee **Ordinance No. 2019-29** An Ordinance authorizing the Mayor to enter into a Memorandum of Understanding with the Fraternal Order of Police Lodge No. 86, Patrol Officers Bargaining Units, addressing Canine Unit Handlers; and declaring this to be an urgent measure
11. Safety & Public Health Committee **Ordinance No. 2019-30** An Ordinance authorizing the Mayor to issue a Purchase Order to Almur Construction Inc. dba Citywide Solutions Inc. for the purchase of cameras for the Cedar Road Area Camera Project; and declaring this to be an urgent measure

- | | | |
|-----|--|---|
| 12. | Safety & Public Health Committee
Ordinance No. 2019-31 | An Ordinance authorizing the Mayor to enter into a Contract with Nexgen Integration LLC for the installation of cameras and network video recorders for the Cedar Road Area Camera Project; and declaring this to be an urgent measure

Pending |
| | | |
| 1. | Economic Development Committee
Ordinance No. 2019-14 | An Ordinance authorizing the Mayor to incorporate the Beachwood Community Improvement Corporation and designating the Beachwood Community Improvement Corporation as the Agency of the City to encourage the establishment and growth of Industrial, Commercial, Distributions and Research Facilities in the City; and declaring this to be an urgent measure
Placed on Pending: January 22, 2019 |
| 2. | Planning & Zoning Committee
Ordinance No. 2018-94 | An Ordinance amending various sections of the City of Beachwood, Ohio Planning and Zoning Code and the City of Beachwood, Ohio Building Code to include the addition of Chapters 1108 and 1144. and the removal of Chapters 1115, 1149, 1301, 1315, 1319, 1321, 1323, 1325, 1331, and 1333
Placed on First Reading and referred to P&Z: May 7, 2018
Referred to Public Hearing that will be held on April 1, 2019: February 4, 2019 |
| 3. | Planning & Zoning Committee
Ordinance No. 2019-21 | An Ordinance amending BCO Chapter 1111, Section 1111.02, Subsection (l) Class U-7A Uses of the City of Beachwood, Ohio Planning and Zoning Code
Placed on First Reading and referred to P&Z: January 22, 2019 |

**BEACHWOOD CITY COUNCIL MINUTES OF THE REGULAR COUNCIL MEETING HELD
AT BEACHWOOD CITY HALL, COUNCIL CHAMBERS, 25325 FAIRMOUNT BOULEVARD,
ON MONDAY, FEBRUARY 4, 2019 AT 7:00 P.M.**

The meeting was called to order at 7:03 P.M. by Council President Brian Linick.

Julia Miller led the Pledge of Allegiance.

ROLL CALL:	Present:	J. Berns A. Isaacson, B. B. Janovitz, B. Linick, J. Pasch, E. Synenberg, J. Taylor
	Absent:	None.
	Also Present:	M. S. Horwitz, C. Arrietta, D. A. Calta, W. Griswold, G. Haba, L. Heiser, S. Lutz, T. Turick

MAYOR'S REPORTS

Mayor Horwitz congratulated Megan Walsh on her School Board win.

Mayor Horwitz mentioned two awards that were given to the City of Beachwood.

Mayor Horwitz also mentioned that the City of Beachwood would be receiving some sample LED lights.

COUNCIL MEMBERS (NON-AGENDA ITEMS)

Mr. Berns commended the Beachwood Fire Department and the Pepper Pike Fire Department for their actions during Mutual Aid efforts regarding a fire.

DEPARTMENT DIRECTOR REPORTS

None.

CITIZEN'S REMARKS

Carol Ford
3800 Park East Drive

Ms. Ford spoke about the closure of the building that is located at 3800 Park East Drive.

Cheryl Adams
3800 Park East Drive

Ms. Adams spoke about the closure of the building that is located at 3800 Park East Drive.

Majeed G. Makhlouf
3733 Park East Drive, Suite 200

Mr. Makhlouf also spoke about the closure of the building located at 3800 Park East Drive.

Sherry McKinney
3800 Park East Drive

Ms. McKinney is the Director of the care facility that is located at 3800 Park East Drive. She spoke about the closure of the building located at 3800 Park East Drive.

**APPROVAL OF THE MINUTES OF THE LEGAL AND PERSONNEL COMMITTEE MEETING
HELD ON NOVEMBER 12, 2018.**

Moved by J. Pasch, seconded by B. Linick, that the minutes of the Legal and Personnel Committee Meeting held on November 12, 2018 be approved.

ROLL CALL:	Yes:	J. Berns, B. Linick, J. Pasch
	No:	None.
	Abstain:	None.
	Not Voting:	None.

MOTION ADOPTED

**APPROVAL OF THE MINUTES OF THE PLANNING AND ZONING COMMITTEE MEETING
HELD ON DECEMBER 17, 2017.**

Moved by J. Berns, seconded by J. Pasch, that the minutes of the Planning and Zoning Meeting held on December 17, 2018 be approved.

ROLL CALL:	Yes:	J. Berns, J. Pasch
	No:	None.
	Abstain:	None.
	Not Voting:	None.

MOTION ADOPTED

**APPROVAL OF THE MINUTES OF THE REGULAR COUNCIL MEETING HELD ON
JANUARY 22, 2019.**

Moved by B. Linick, seconded by A. Isaacson, that the minutes of the Regular Council Meeting held on January 22, 2019 be approved.

ROLL CALL:	Yes:	J. Berns, A. Isaacson, B. B. Janovitz B. Linick E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.

MOTION ADOPTED

FINANCE AND INSURANCE COMMITTEE

1. 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 A. Isaacson, seconded by J. Pasch, that Ordinance No. 2019-24 be placed on final reading.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, B. Linick, J. Pasch, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.

MOTION ADOPTED-RULES SUSPENDED

Moved by A. Isaacson, seconded by J. Pasch, that Ordinance No. 2019-24 be adopted.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, B. Linick, J. Pasch, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.

MOTION ADOPTED

SAFETY AND PUBLIC HEALTH COMMITTEE

1. An Ordinance authorizing the Mayor to amend the Contract with Hall Public Safety Co. for Repairs and Changeovers in City Vehicles for calendar year 2019; waiving competitive bidding; and declaring this to be an urgent measure.

Moved by J. Berns, seconded by B. B. Janovitz, that Ordinance No. 2019-25 be placed on final reading.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, B. Linick, J. Pasch, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.

MOTION ADOPTED-RULES SUSPENDED

Moved by J. Berns, seconded by B. B. Janovitz, that Ordinance No. 2019-25 be adopted.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, B. Linick, J. Pasch, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.

MOTION ADOPTED

PUBLIC WORKS COMMITTEE

1. A Motion authorizing the Clerk to advertise for bids for the 2019 Street Striping Project.

Mr. Linick recused himself from this vote. The bid specifications require Sherwin Williams paint and Mr. Linick is an employee of that company.

Moved by J. Pasch, seconded by J. Berns, that the Motion be adopted.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, J. Pasch, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.
		MOTION ADOPTED

CORRESPONDENCE

The Clerk read the Correspondence which included a Notice to Legislative Authority for the application of a liquor permit and a Notice of 35% Licensing Fee Distribution for businesses in the City of Beachwood, Ohio.

PLANNING AND ZONING COMMITTEE

At this point in the meeting Mr. Linick discussed with Council about the Zoning Code Amendments. Mr. Pasch made a Motion to refer the entire Zoning Code amendment to a Public Hearing. This Public Hearing will be held on April 1, 2019.

Moved by J. Pasch, seconded by A. Isaacson, that the Motion to refer the Zoning Code Amendments to a Public Hearing be adopted.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, B. Linick, J. Pasch, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.
		MOTION ADOPTED

ADJOURNMENT

Moved by A. Isaacson, seconded by J. Pasch, to adjourn the Regular Council Meeting at 7:31 P.M. to the next regularly scheduled Council Meeting.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, B. Linick, J. Pasch, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.
		MOTION ADOPTED

Approved:

Clerk

Mayor

Pursuant to Ordinance Number 2017-107 Council has determined that the official Minutes of its Body, its Committees, and those of the Planning and Zoning Commission shall consist of the Audio Recording of the meetings together with a written synopsis of all agenda items and votes.

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	February 19, 2019	\$11,852.49
DSLRRPros.com	Professional Services	\$3,407.00
G. Gifford Dyer	Plan Review Services	\$2,442.36
GPD Group	Engineering Services	\$5,485.63
Tactical Planning	Professional Services	\$517.50

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 19th day of February, 2019 and presented to the Mayor.

Clerk

Approval: I have approved this legislation this 20th day of February, 2019 and filed it with the Clerk.

Mayor



Invoice - 9489

Prepared by:

Kevin Hale

DSLRPros.com

sales@dslrpros.com

Date Created: Jan 24, 2019

Shipping address:

25325 Fairmount Boulevard, Beachwood, OH
44122, USA

Prepared for:


William Griswold

City of Beachwood

Invoice ID: CK8DG-TSVFM-XYTWS-U8PAB

Billing address:

25325 Fairmount Boulevard, Beachwood, OH
44122, USA

Name	Price	QTY	SKU	Subtotal
General Section				
DJI Mavic 2 Enterprise Dual Drone <ul style="list-style-type: none"> • 1x Mavic 2 Enterprise Drone • 1x Mavic 2 Remote Controller • 1x Battery Charger • 1x Power Cable • 3x Pair Propellers • 1x Pair Control Sticks (spare) • 1x USB-C Cable • 1x USB Adapter • 1x Extended Port Cover • 1x Mavic 2 Enterprise Speaker • 1x Mavic 2 Enterprise Spotlight • 1x Mavic 2 Enterprise Beacon • 1x RC Cable (Lightning Connector) • 1x RC Cable (MicroUSB) • 1x RC Cable (USB-C) 	\$2,699.00	1	S-DJI-M2ED	\$2,699.00
DJI Mavic 2 Enterprise - Fly More Kit <p>Includes:</p> <ul style="list-style-type: none"> • 2x Mavic 2 Enterprise Batteries (Self heating) • 1x Car charger • 1x Battery charging hub • 1x Battery to power bank adapter • 2x (Pair) Mavic 2 propellers • 1x Mavic 2 shoulder bag 	\$419.00	1	S-DJI-M2E-FMK	\$419.00
DJI Enterprise Shield Basic - Mavic 2 Enterprise Dual 	\$289.00	1	V-DJI-ESB-M2ED	\$289.00
Shipping and Handling				
Free Shipping	\$0.00	1		\$0.00

*****Add 3.5% Convenience Fee if NOT Paying by Check or Wire**

We are first tier authorized FLIR dealers and will match competitive pricing quotes upon request

Subtotal **\$3,407.00**

Total \$3,407.00

**G. GIFFORD DYER-ARCHITECT
4680 BRAINARD ROAD
CHAGRIN FALLS, OH 44022-1506
Fax. 440-248-2353
Phone 440-248-1703**

January 31, 2019

City of Beachwood
Accounts Payable
25325 Fairmount Blvd.
Beachwood, OH 44122

Re: Building Department
Plan Review

INVOICE FOR PROFESSIONAL SERVICES RENDERED:

Plan review for the month of January 2019	<u>\$2,442.36</u>
(Cost breakdown sheet attached)	
Total amount due	\$2,442.36

Thank You,



G. Gifford Dyer

APPROVED FOR PAYMENT
BY: Will Groves
DATE: 2/14/19
P/O: _____

G. GIFFORD DYER-ARCHITECT

BEACHWOOD PLAN REVIEW

Month JANUARY 2019

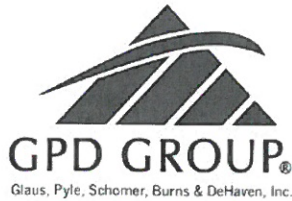
GG Dyer Job No.	Beachwood PR No.	Job Name-----	Time	Charge
CB19-01	2019-32062	NEW EXTERIOR DOOR & STEPS CHARTER COMMUNICATIONS 24000 MERCANTILE ROAD	2 1/4 Hr	\$187.88
CB18-15	2018-31534	ALTERATION PANOCRA BEACHWOOD PLACE MALL - #1055 26300 CEDAR ROAD	1 1/2 Hr	\$125.25
CB19-02	2019-32218	CHICK FIL-A BEACHWOOD PLACE MALL- FC-5 26300 CEDAR ROAD	5 Hr	\$417.50
CB17-17	2017-27924	ROSE SENIOR LIVING 23611 HARVARD ROAD	2 1/2 Hr	\$208.75
CB18-20	2018-31979	ALTERATIONS VERA BRADLEY BEACHWOOD PLACE MALL #1480 26300 CEDAR ROAD	2 3/4 Hr	\$229.62
CB18-19	2018-31869	DR. BRAHAS, CONN & LEB, INC BEACHWOOD ATRIUM BLDG 23250 MERCANTILE ROAD	2 1/2 Hr	\$208.75
CB19-03	2019-32237	AT&T "ENTD-STUDIO" FIT-OUT FOR AT&T BEACHWOOD PLACE MALL - #1235 26300 CEDAR ROAD	3 3/4 Hr	\$313.12
CB18-13	2018-30495	LIVING HEALTHY CATERY 3365 RICHMOND ROAD #125	4 1/4 Hr	\$354.87
CB19-04	2019-32444	HOLLISTER BEACHWOOD PLACE MALL #2070 26300 CEDAR ROAD	4 1/4 Hr	\$354.87
CB19-06	2019-32471	ADDITION/ALTERATION BALANCE SOLUTIONS 23175 COMMONWEALTH PARK	1 1/2 Hr	\$41.75
		TOTAL	29 1/4 Hr	\$2,442.36

Summary of Engineering Invoices

February 19, 2019 Professional Service Ordinance

Invoice #	Invoice Date	Original Amount	Adjustment	Payment Amount	Fund	Billed	Out	2019	2018	2017
								ENCUMBRANCES		
2018042.01-11	12/14/2018	\$4,008.77	\$0.00	\$4,008.77	Capital				X	
2018042.01-9	10/12/2018	\$1,415.66	\$0.00	\$1,415.66	Capital				X	
2018042.02-12	1/11/2019	\$61.20	\$0.00	\$61.20	Capital				X	
Total To Pay				<u>\$5,485.63</u>						

Total Capital Fund	\$5,485.63
Total General Fund	\$0.00
Total Deposits	\$0.00
Total Street Const. Mant.	\$0.00
Less: Billable Charges	\$0.00
Net Paid by City:	<u>\$5,485.63</u>



GPD Group
Architects - Engineers - Planners
520 South Main Street Suite 2531
Akron, Ohio 44311-1010
(330) 572-2100

Invoice

City of Beachwood
 Attn: Dale Pekarek
 23355 Mercantile Road
 Beachwood, OH 44122

APPROVED FOR PAYMENT

BY: C. C. H.
 DATE: 1-31-19
 P/O: 2018-01043

October 12, 2018

Invoice No: 2018042.01 - 9

Invoice Total	\$14,156.59
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Project 2018042.01 Beachwood - CUY-271/422-7.80/10.77 Part 1

Agreement #30858
 Agreement PID 102011
 P.O. #2018-01043 - \$59,111.11
 Max Not to Exceed \$502,337.00

City Portion 10% - City Portion this Invoice \$1,415.66 ✓ *IK*

Professional Services from September 1, 2018 to September 28, 2018

Task 151 Safety Study

Professional Personnel

	Hours	Rate	Amount
Ferrell, Brett	41.50	28.90	1,199.35
Newcome, Daniel	12.00	41.60	499.20
Westbrooks, Kevin	2.00	51.25	102.50
Totals	55.50		1,801.05
Total Labor			1,801.05

Additional Fees

Overhead 1.9113	3,442.35
Cost of Money .82%	14.77
Net Fee (11% Based on 152.83% OH)	500.90
Total Additional Fees	3,958.02

Total this Task \$5,759.07

Task 202 Roadway / Drainage

Professional Personnel

	Hours	Rate	Amount
Becker, Erin	11.00	28.90	317.90
Hobbs, Michael	2.00	63.50	127.00
Martin, David	4.50	59.25	266.63
Slaga, Joshua	7.00	35.55	248.85

Net 30 days.

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Project	2018042.01	Beachwood - CUY-271/422-7.80/10.77	Invoice	9
Westbrooks, Kevin		6.00	51.25	307.50
Totals		30.50		1,267.88
Total Labor				1,267.88
Additional Fees				
Overhead 1.9113				2,423.30
Cost of Money .82%				10.40
Net Fee (11% Based on 152.83% OH)				352.61
Total Additional Fees			2,786.31	2,786.31
			Total this Task	\$4,054.19
Task	203	AER		
Professional Personnel				
		Hours	Rate	Amount
Hobbs, Michael		3.00	63.50	190.50
Totals		3.00		190.50
Total Labor				190.50
Additional Fees				
Overhead 1.9113				364.10
Cost of Money .82%				1.56
Net Fee (11% Based on 152.83% OH)				52.98
Total Additional Fees			418.64	418.64
			Total this Task	\$609.14
Task	251	IOS		
Professional Personnel				
		Hours	Rate	Amount
Ferrell, Brett		3.00	28.90	86.70
Hobbs, Michael		3.00	63.50	190.50
Westbrooks, Kevin		10.00	51.25	512.50
Totals		16.00		789.70
Total Labor				789.70
Additional Fees				
Overhead 1.9113				1,509.35
Cost of Money .82%				6.48
Net Fee (11% Based on 152.83% OH)				219.63
Total Additional Fees			1,735.46	1,735.46
			Total this Task	\$2,525.16
Task	252	Meetings & Oversight		
Professional Personnel				
		Hours	Rate	Amount
Gillespie, Ryan		1.00	40.70	40.70
Westbrooks, Kevin		6.00	51.25	307.50
Totals		7.00		348.20
Total Labor				348.20

Net 30 days.

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Project	2018042.01	Beachwood - CUY-271/422-7.80/10.77	Invoice	9
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Additional Fees

Overhead 1.9113	665.51	
Cost of Money .82%	2.86	
Net Fee (11% Based on 152.83% OH)	96.84	
Total Additional Fees	765.21	765.21

Total this Task \$1,113.41

Task	271	Field Surveying & Mapping
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Professional Personnel

	Hours	Rate	Amount	
McCarty, Travis	.50	36.30	18.15	
Shaffer, Cody	.50	23.50	11.75	
Totals	1.00		29.90	
Total Labor				29.90

Additional Fees

Overhead 1.9113	57.15	
Cost of Money .82%	.25	
Net Fee (11% Based on 152.83% OH)	8.32	
Total Additional Fees	65.72	65.72

Total this Task \$95.62

Billing Limits

	Current	Prior	To-Date
Total Billings	14,156.59	255,654.91	269,811.50
Limit			502,337.00
Remaining			232,525.50

Total this Invoice \$14,156.59

Outstanding Invoices

Number	Date	Balance
6	7/13/2018	76,575.86
7	8/10/2018	14,157.25
8	9/14/2018	39,977.75
Total		130,710.86

Net 30 days.

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Billing Backup

Thursday, October 18, 2018

GPD Group Invoice 9 Dated 10/12/2018 9:01:13 AM

Project 2018042.01 Beachwood - CUY-271/422-7.80/10.77 Part 1

Task 151 Safety Study

Professional Personnel

			Hours	Rate	Amount
01257	Ferrell, Brett	9/4/2018	1.00	28.90	28.90
01257	Ferrell, Brett	9/10/2018	2.00	28.90	57.80
01257	Ferrell, Brett	9/11/2018	1.00	28.90	28.90
01257	Ferrell, Brett	9/12/2018	3.00	28.90	86.70
01257	Ferrell, Brett	9/14/2018	3.00	28.90	86.70
01257	Ferrell, Brett	9/17/2018	6.50	28.90	187.85
01257	Ferrell, Brett	9/18/2018	9.50	28.90	274.55
01257	Ferrell, Brett	9/19/2018	9.50	28.90	274.55
01257	Ferrell, Brett	9/20/2018	6.00	28.90	173.40
00908	Newcome, Daniel	9/4/2018	6.00	41.60	249.60
00908	Newcome, Daniel	9/5/2018	6.00	41.60	249.60
01647	Westbrooks, Kevin	9/25/2018	2.00	51.25	102.50
	Totals		55.50		1,801.05
	Total Labor				1,801.05
				Total this Task	\$1,801.05

Task 202 Roadway / Drainage

Professional Personnel

			Hours	Rate	Amount
01204	Becker, Erin	9/4/2018	.50	28.90	14.45
01204	Becker, Erin	9/5/2018	1.00	28.90	28.90
01204	Becker, Erin	9/26/2018	3.50	28.90	101.15
01204	Becker, Erin	9/27/2018	5.00	28.90	144.50
01204	Becker, Erin	9/28/2018	1.00	28.90	28.90
00537	Hobbs, Michael	9/4/2018	1.00	63.50	63.50
00537	Hobbs, Michael	9/11/2018	1.00	63.50	63.50
00024	Martin, David	9/4/2018	.50	59.25	29.61
00024	Martin, David	9/5/2018	1.00	59.25	59.25
00024	Martin, David	9/11/2018	1.00	59.25	59.25
00024	Martin, David	9/18/2018	.50	59.25	29.63
00024	Martin, David	9/19/2018	.50	59.25	29.63
00024	Martin, David	9/20/2018	.50	59.25	29.63
00024	Martin, David	9/27/2018	.50	59.25	29.63
00759	Slaga, Joshua	9/4/2018	.50	35.55	17.76
00759	Slaga, Joshua	9/5/2018	1.50	35.55	53.33
00759	Slaga, Joshua	9/7/2018	1.00	35.55	35.55
00759	Slaga, Joshua	9/14/2018	2.00	35.55	71.10
00759	Slaga, Joshua	9/24/2018	1.00	35.55	35.55

Net 30 days.

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Project	2018042.01	Beachwood - CUY-271/422-7.80/10.77			Invoice	9
00759	Slaga, Joshua	9/25/2018	.50	35.55	17.78	
00759	Slaga, Joshua	9/26/2018	.50	35.55	17.78	
01647	Westbrooks, Kevin	9/4/2018	1.00	51.25	51.25	
01647	Westbrooks, Kevin	9/12/2018	1.00	51.25	51.25	
01647	Westbrooks, Kevin	9/20/2018	1.00	51.25	51.25	
01647	Westbrooks, Kevin	9/21/2018	1.00	51.25	51.25	
01647	Westbrooks, Kevin	9/25/2018	2.00	51.25	102.50	
	Totals		30.50		1,267.88	
	Total Labor					1,267.88
				Total this Task		\$1,267.88

Task	203	AER			
Professional Personnel					
			Hours	Rate	Amount
00537	Hobbs, Michael	9/5/2018	1.00	63.50	63.50
00537	Hobbs, Michael	9/12/2018	1.00	63.50	63.50
00537	Hobbs, Michael	9/19/2018	1.00	63.50	63.50
	Totals		3.00		190.50
	Total Labor				190.50
				Total this Task	\$190.50

Task		251	IOS			
Professional Personnel						
			Hours	Rate	Amount	
01257	Ferrell, Brett	9/20/2018	3.00	28.90	86.70	
00537	Hobbs, Michael	9/6/2018	1.00	63.50	63.50	
00537	Hobbs, Michael	9/13/2018	1.00	63.50	63.50	
00537	Hobbs, Michael	9/20/2018	1.00	63.50	63.50	
01647	Westbrooks, Kevin	9/2/2018	2.00	51.25	102.50	
01647	Westbrooks, Kevin	9/4/2018	1.00	51.25	51.25	
01647	Westbrooks, Kevin	9/5/2018	2.00	51.25	102.50	
01647	Westbrooks, Kevin	9/12/2018	1.00	51.25	51.25	
01647	Westbrooks, Kevin	9/20/2018	1.00	51.25	51.25	
01647	Westbrooks, Kevin	9/21/2018	1.00	51.25	51.25	
01647	Westbrooks, Kevin	9/25/2018	2.00	51.25	102.50	
Totals			16.00		789.70	
Total Labor						789.70
				Total this Task		\$789.70

Task	252	Meetings & Oversight			
Professional Personnel					
			Hours	Rate	Amount
00982	Gillespie, Ryan	9/4/2018	1.00	40.70	40.70

Net 30 days.

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INDIANAPOLIS / LOUISVILLE / MARION / PHOENIX / SEATTLE / YOUNGSTOWN

Project	2018042.01	Beachwood - CUY-271/422-7.80/10.77			Invoice	9
01647	Westbrooks, Kevin	9/4/2018	1.00	51.25	51.25	
01647	Westbrooks, Kevin	9/5/2018	2.00	51.25	102.50	
01647	Westbrooks, Kevin	9/12/2018	1.00	51.25	51.25	
01647	Westbrooks, Kevin	9/20/2018	1.00	51.25	51.25	
01647	Westbrooks, Kevin	9/21/2018	1.00	51.25	51.25	
	Totals		7.00		348.20	

Total Labor

348.20

Total this Task

\$348.20

Task 271 Field Surveying & Mapping

Professional Personnel

			Hours	Rate	Amount
00740	McCarty, Travis	9/13/2018	.50	36.30	18.15
01107	Shaffer, Cody	9/10/2018	.50	23.50	11.75
	Totals		1.00		29.90

Total Labor

29.90

Total this Task

\$29.90

Total this Project

\$4,427.23

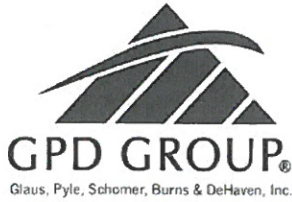
Total this Report

\$4,427.23

Net 30 days.

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INDIANAPOLIS / LOUISVILLE / MARION / PHOENIX / SEATTLE / YOUNGSTOWN



GPD Group
Architects - Engineers - Planners
520 South Main Street Suite 2531
Akron, Ohio 44311-1010
(330) 572-2100

Invoice

APPROVED FOR PAYMENT

City of Beachwood

Attn: Dale Pekarek

23355 Mercantile Road

Beachwood, OH 44122

BY: *C. Curran*

DATE: *1-31-19*

PID: *2018-010-13*

December 14, 2018

Invoice No: 2018042.01 - 11

Invoice Total	\$40,087.65
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Project

2018042.01

Beachwood - CUY-271/422-7.80/10.77 Part 1

Agreement #30858

Agreement PID 102011

P.O. #2018-01043 - \$59,111.11

Max Not to Exceed \$502,337.00

City Portion 10% - City Portion this Invoice \$4,008.77 *✓ IR*

Professional Services from October 27, 2018 to November 30, 2018

Task 151 Safety Study

Professional Personnel

	Hours	Rate	Amount
Deibel, Curtis	7.50	32.70	245.25
Dombrosky, Jr., David	5.00	15.75	78.75
Ferrell, Brett	20.50	28.90	592.45
Totals	33.00		916.45
Total Labor			916.45

Additional Fees

Overhead 1.9113	1,751.61
Cost of Money .82%	7.51
Net Fee (11% Based on 152.83% OH)	254.88
Total Additional Fees	2,014.00

Total this Task \$2,930.45

Task 202 Roadway / Drainage

Professional Personnel

	Hours	Rate	Amount
Becker, Erin	86.50	28.90	2,499.85
Bumgarner, Jacob	35.00	15.85	554.75
Hobbs, Michael	8.00	63.50	508.00
Martin, David	7.00	59.25	414.75

Net 30 days.

AKRON / ATLANTA / CHARDON / CLEVELAND / COLUMBUS / DALLAS / HOUSTON
 INDIANAPOLIS / LOUISVILLE / MARION / PHOENIX / SEATTLE / YOUNGSTOWN

Project	2018042.01	Beachwood - CUY-271/422-7.80/10.77	Invoice	11
Mohan, Dakota		54.50	24.75	1,348.88
Shaffer, Cody		11.00	23.50	258.50
Slaga, Joshua		35.50	35.55	1,262.03
Totals		237.50		6,846.76
Total Labor				6,846.76
Additional Fees				
Overhead 1.9113				13,086.21
Cost of Money .82%				56.14
Net Fee (11% Based on 152.83% OH)				1,904.17
Total Additional Fees			15,046.52	15,046.52
			Total this Task	\$21,893.28

Task	203	AER		
Professional Personnel				
		Hours	Rate	Amount
Becker, Erin		6.50	28.90	187.85
Castronova, Dante		11.50	45.65	524.98
Hobbs, Michael		5.00	63.50	317.50
Martin, David		6.00	59.25	355.50
Ng, Davin		4.00	59.25	237.00
Stimson, Diana		10.00	20.25	202.50
Westbrooks, Kevin		26.00	51.25	1,332.50
	Totals	69.00		3,157.83
	Total Labor			3,157.83
Additional Fees				
Overhead 1.9113				6,035.56
Cost of Money .82%				25.89
Net Fee (11% Based on 152.83% OH)				878.23
	Total Additional Fees			6,939.68
				6,939.68
		Total this Task		\$10,097.51

Task	231	Environmental Studies		
Professional Personnel				
		Hours	Rate	Amount
Loushin, Brian		8.00	18.60	148.80
Schweitzer, Ann		16.00	22.00	352.00
Stuller, Grant		7.00	33.25	232.75
	Totals	31.00		733.55
	Total Labor			733.55
Additional Fees				
Overhead 1.9113				1,402.03
Cost of Money .82%				6.02
Net Fee (11% Based on 152.83% OH)				204.01
	Total Additional Fees			1,612.06
			Total this Task	\$2,345.61

Net 30 days.

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INDIANAPOLIS / LOUISVILLE / MARION / PHOENIX / SEATTLE / YOUNGSTOWN

Project	2018042.01	Beachwood - CUY-271/422-7.80/10.77	Invoice	11
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Task 251 IOS

Professional Personnel

	Hours	Rate	Amount	
Ferrell, Brett	3.50	28.90	101.15	
Hobbs, Michael	9.50	63.50	603.25	
Martin, David	2.50	59.25	148.13	
Totals	15.50		852.53	
Total Labor				852.53

Additional Fees

Overhead 1.9113			1,629.44	
Cost of Money .82%			6.99	
Net Fee (11% Based on 152.83% OH)			237.10	
Total Additional Fees			1,873.53	1,873.53
Total this Task				\$2,726.06

Task 252 Meetings & Oversight

Professional Personnel

	Hours	Rate	Amount	
Martin, David	.50	59.25	29.63	
Totals	.50		29.63	
Total Labor				29.63

Additional Fees

Overhead 1.9113			56.63	
Cost of Money .82%			.24	
Net Fee (11% Based on 152.83% OH)			8.24	
Total Additional Fees			65.11	65.11
Total this Task				\$94.74

Billing Limits

	Current	Prior	To-Date	
Total Billings	40,087.65	290,480.53	330,568.18	
Limit			502,337.00	
Remaining			171,768.82	
Total this Invoice				<u>\$40,087.65</u>

Outstanding Invoices

Number	Date	Balance
8	9/14/2018	35,979.97
9	10/12/2018	14,156.59
10	11/9/2018	20,669.03
Total		70,805.59

Net 30 days.

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INDIANAPOLIS / LOUISVILLE / MARION / PHOENIX / SEATTLE / YOUNGSTOWN

Project	2018042.01	Beachwood - CUY-271/422-7.80/10.77	Invoice	11
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Billing Backup

Friday, December 14, 2018

GPD Group Invoice 11 Dated 12/14/2018 9:56:56 AM

Project 2018042.01 Beachwood - CUY-271/422-7.80/10.77 Part 1

Task 151 Safety Study

Professional Personnel

			Hours	Rate	Amount	
01121	Deibel, Curtis	11/15/2018	3.00	32.70	98.10	
01121	Deibel, Curtis	11/27/2018	2.00	32.70	65.40	
01121	Deibel, Curtis	11/28/2018	.50	32.70	16.35	
01121	Deibel, Curtis	11/29/2018	2.00	32.70	65.40	
01116	Dombrosky, Jr., David	11/27/2018	1.00	15.75	15.75	
01116	Dombrosky, Jr., David	11/29/2018	3.00	15.75	47.25	
01116	Dombrosky, Jr., David	11/30/2018	1.00	15.75	15.75	
01257	Ferrell, Brett	10/30/2018	.50	28.90	14.45	
01257	Ferrell, Brett	10/31/2018	.50	28.90	14.45	
01257	Ferrell, Brett	11/1/2018	6.50	28.90	187.85	
01257	Ferrell, Brett	11/27/2018	4.00	28.90	115.60	
01257	Ferrell, Brett	11/28/2018	8.00	28.90	231.20	
01257	Ferrell, Brett	11/30/2018	1.00	28.90	28.90	
	Totals		33.00		916.45	
	Total Labor					916.45
				Total this Task		\$916.45

Task 202 Roadway / Drainage

Professional Personnel

			Hours	Rate	Amount
01204	Becker, Erin	10/29/2018	2.50	28.90	72.25
01204	Becker, Erin	10/30/2018	9.00	28.90	260.10
01204	Becker, Erin	10/31/2018	8.00	28.90	231.20
01204	Becker, Erin	11/1/2018	4.50	28.90	130.05
01204	Becker, Erin	11/2/2018	9.50	28.90	274.55
01204	Becker, Erin	11/3/2018	2.50	28.90	72.25
01204	Becker, Erin	11/5/2018	8.00	28.90	231.20
01204	Becker, Erin	11/6/2018	1.00	28.90	28.90
01204	Becker, Erin	11/7/2018	1.00	28.90	28.90
01204	Becker, Erin	11/8/2018	1.50	28.90	43.35
01204	Becker, Erin	11/9/2018	.50	28.90	14.45
01204	Becker, Erin	11/10/2018	2.00	28.90	57.80
01204	Becker, Erin	11/13/2018	7.50	28.90	216.75
01204	Becker, Erin	11/14/2018	7.00	28.90	202.30
01204	Becker, Erin	11/15/2018	1.50	28.90	43.35
01204	Becker, Erin	11/16/2018	.50	28.90	14.45
01204	Becker, Erin	11/27/2018	7.00	28.90	202.30
01204	Becker, Erin	11/28/2018	3.00	28.90	86.70
01204	Becker, Erin	11/29/2018	6.00	28.90	173.40
01204	Becker, Erin	11/30/2018	4.00	28.90	115.60
01232	Bumgarner, Jacob	11/5/2018	9.00	15.85	142.64

Net 30 days.

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INDIANAPOLIS / LOUISVILLE / MARION / PHOENIX / SEATTLE / YOUNGSTOWN

Project	2018042.01	Beachwood - CUY-271/422-7.80/10.77			Invoice	11
01232	Bumgarner, Jacob	11/6/2018	3.00	15.85	47.55	
01232	Bumgarner, Jacob	11/8/2018	1.00	15.85	15.85	
01232	Bumgarner, Jacob	11/12/2018	6.00	15.85	95.10	
01232	Bumgarner, Jacob	11/13/2018	7.50	15.85	118.88	
01232	Bumgarner, Jacob	11/14/2018	2.00	15.85	31.70	
01232	Bumgarner, Jacob	11/21/2018	6.50	15.85	103.03	
00537	Hobbs, Michael	10/29/2018	1.00	63.50	63.50	
00537	Hobbs, Michael	10/31/2018	1.00	63.50	63.50	
00537	Hobbs, Michael	11/2/2018	1.00	63.50	63.50	
00537	Hobbs, Michael	11/6/2018	1.00	63.50	63.50	
00537	Hobbs, Michael	11/12/2018	1.00	63.50	63.50	
00537	Hobbs, Michael	11/15/2018	1.00	63.50	63.50	
00537	Hobbs, Michael	11/20/2018	1.00	63.50	63.50	
00537	Hobbs, Michael	11/21/2018	1.00	63.50	63.50	
00024	Martin, David	11/6/2018	.50	59.25	29.62	
00024	Martin, David	11/13/2018	2.00	59.25	118.50	
00024	Martin, David	11/14/2018	2.00	59.25	118.50	
00024	Martin, David	11/21/2018	1.00	59.25	59.25	
00024	Martin, David	11/27/2018	1.00	59.25	59.25	
00024	Martin, David	11/28/2018	.50	59.25	29.63	
01506	Mohan, Dakota	11/3/2018	2.50	24.75	61.88	
01506	Mohan, Dakota	11/5/2018	6.00	24.75	148.50	
01506	Mohan, Dakota	11/6/2018	7.00	24.75	173.25	
01506	Mohan, Dakota	11/7/2018	10.00	24.75	247.50	
01506	Mohan, Dakota	11/12/2018	7.00	24.75	173.25	
01506	Mohan, Dakota	11/13/2018	7.00	24.75	173.25	
01506	Mohan, Dakota	11/14/2018	2.00	24.75	49.50	
01506	Mohan, Dakota	11/21/2018	2.00	24.75	49.50	
01506	Mohan, Dakota	11/28/2018	2.00	24.75	49.50	
01506	Mohan, Dakota	11/29/2018	8.00	24.75	198.00	
01506	Mohan, Dakota	11/30/2018	1.00	24.75	24.75	
01107	Shaffer, Cody	10/29/2018	9.00	23.50	211.50	
01107	Shaffer, Cody	11/15/2018	2.00	23.50	47.00	
00759	Slaga, Joshua	10/29/2018	1.00	35.55	35.52	
00759	Slaga, Joshua	10/30/2018	1.00	35.55	35.55	
00759	Slaga, Joshua	10/31/2018	1.00	35.55	35.55	
00759	Slaga, Joshua	11/1/2018	2.00	35.55	71.10	
00759	Slaga, Joshua	11/2/2018	1.00	35.55	35.55	
00759	Slaga, Joshua	11/5/2018	1.00	35.55	35.55	
00759	Slaga, Joshua	11/6/2018	1.00	35.55	35.55	
00759	Slaga, Joshua	11/7/2018	3.50	35.55	124.43	
00759	Slaga, Joshua	11/8/2018	2.50	35.55	88.88	
00759	Slaga, Joshua	11/12/2018	6.00	35.55	213.30	
00759	Slaga, Joshua	11/13/2018	3.00	35.55	106.65	
00759	Slaga, Joshua	11/14/2018	2.50	35.55	88.88	
00759	Slaga, Joshua	11/15/2018	.50	35.55	17.78	
00759	Slaga, Joshua	11/16/2018	1.00	35.55	35.55	
00759	Slaga, Joshua	11/18/2018	.50	35.55	17.78	
00759	Slaga, Joshua	11/19/2018	1.00	35.55	35.55	
00759	Slaga, Joshua	11/20/2018	1.50	35.55	53.33	

Net 30 days.

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INDIANAPOLIS / LOUISVILLE / MARION / PHOENIX / SEATTLE / YOUNGSTOWN

Project	2018042.01	Beachwood - CUY-271/422-7.80/10.77	Invoice	11
00759	Slaga, Joshua	11/21/2018	1.00	35.55
00759	Slaga, Joshua	11/28/2018	2.00	35.55
00759	Slaga, Joshua	11/29/2018	1.50	35.55
00759	Slaga, Joshua	11/30/2018	1.00	35.55
	Totals		237.50	6,846.76

Total Labor

6,846.76

Total this Task

\$6,846.76

Task	203	AER
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Professional Personnel

			Hours	Rate	Amount
01204	Becker, Erin	11/20/2018	2.00	28.90	57.80
01204	Becker, Erin	11/21/2018	4.50	28.90	130.05
00684	Castronova, Dante	11/28/2018	6.00	45.65	273.90
00684	Castronova, Dante	11/29/2018	5.50	45.65	251.08
00537	Hobbs, Michael	10/30/2018	1.00	63.50	63.50
00537	Hobbs, Michael	11/1/2018	1.00	63.50	63.50
00537	Hobbs, Michael	11/13/2018	1.00	63.50	63.50
00537	Hobbs, Michael	11/20/2018	1.00	63.50	63.50
00537	Hobbs, Michael	11/21/2018	1.00	63.50	63.50
00024	Martin, David	11/14/2018	.50	59.25	29.62
00024	Martin, David	11/15/2018	2.00	59.25	118.50
00024	Martin, David	11/16/2018	1.50	59.25	88.88
00024	Martin, David	11/20/2018	2.00	59.25	118.50
00654	Ng, Davin	11/28/2018	2.00	59.25	118.50
00654	Ng, Davin	11/29/2018	2.00	59.25	118.50
00260	Stimson, Diana	11/27/2018	2.00	20.25	40.50
00260	Stimson, Diana	11/28/2018	8.00	20.25	162.00
01647	Westbrooks, Kevin	10/28/2018	1.00	51.25	51.25
01647	Westbrooks, Kevin	10/30/2018	9.00	51.25	461.25
01647	Westbrooks, Kevin	11/6/2018	1.00	51.25	51.25
01647	Westbrooks, Kevin	11/8/2018	1.00	51.25	51.25
01647	Westbrooks, Kevin	11/12/2018	3.00	51.25	153.75
01647	Westbrooks, Kevin	11/15/2018	3.00	51.25	153.75
01647	Westbrooks, Kevin	11/20/2018	2.00	51.25	102.50
01647	Westbrooks, Kevin	11/21/2018	2.00	51.25	102.50
01647	Westbrooks, Kevin	11/29/2018	4.00	51.25	205.00
	Totals		69.00		3,157.83

Total Labor

3,157.83

Total this Task

\$3,157.83

Task	231	Environmental Studies
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Professional Personnel

			Hours	Rate	Amount
01511	Loushin, Brian	11/12/2018	5.50	18.60	102.30
01511	Loushin, Brian	11/13/2018	2.50	18.60	46.50

Net 30 days.

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INDIANAPOLIS / LOUISVILLE / MARION / PHOENIX / SEATTLE / YOUNGSTOWN

Project	2018042.01	Beachwood - CUY-271/422-7.80/10.77			Invoice	11
01514	Schweitzer, Ann	11/11/2018	8.00	22.00	176.00	
01514	Schweitzer, Ann	11/14/2018	4.00	22.00	88.00	
01514	Schweitzer, Ann	11/15/2018	4.00	22.00	88.00	
01518	Stuller, Grant	11/13/2018	4.00	33.25	133.00	
01518	Stuller, Grant	11/14/2018	3.00	33.25	99.75	
	Totals		31.00		733.55	

Total Labor

733.55

Total this Task

\$733.55

Task 251 IOS

Professional Personnel

			Hours	Rate	Amount
01257	Ferrell, Brett	11/28/2018	2.00	28.90	57.80
01257	Ferrell, Brett	11/30/2018	1.50	28.90	43.35
00537	Hobbs, Michael	10/29/2018	1.00	63.50	63.50
00537	Hobbs, Michael	10/30/2018	1.00	63.50	63.50
00537	Hobbs, Michael	11/1/2018	1.00	63.50	63.50
00537	Hobbs, Michael	11/2/2018	1.00	63.50	63.50
00537	Hobbs, Michael	11/8/2018	1.00	63.50	63.50
00537	Hobbs, Michael	11/9/2018	1.00	63.50	63.50
00537	Hobbs, Michael	11/14/2018	1.00	63.50	63.50
00537	Hobbs, Michael	11/16/2018	1.00	63.50	63.50
00537	Hobbs, Michael	11/20/2018	.50	63.50	31.75
00537	Hobbs, Michael	11/21/2018	1.00	63.50	63.50
00024	Martin, David	10/30/2018	2.00	59.25	118.50
00024	Martin, David	10/31/2018	.50	59.25	29.63
	Totals		15.50		852.53

Total Labor

852.53

Total this Task

\$852.53

Task 252 Meetings & Oversight

Professional Personnel

			Hours	Rate	Amount
00024	Martin, David	11/8/2018	.50	59.25	29.63
	Totals		.50		29.63

Total Labor

29.63

Total this Task

\$29.63

Total this Project

\$12,536.75

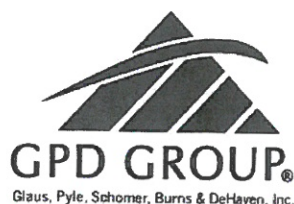
Total this Report

\$12,536.75

Net 30 days.

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INDIANAPOLIS / LOUISVILLE / MARION / PHOENIX / SEATTLE / YOUNGSTOWN



GPD Group
Architects - Engineers - Planners
520 South Main Street Suite 2531
Akron, Ohio 44311-1010
(330) 572-2100

Invoice

City of Beachwood
 Attn: Michelle Kaplan
 P.O. Box 22659
 Beachwood, OH 44122

January 11, 2019
 Invoice No: 2018042.02 - 12

Invoice Total	\$611.96
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Project 2018042.02 Beachwood-CUY-271/422-780/10.77-Geotech Part 2

Agreement #30858
 Agreement PID 102011
 Max Not to Exceed \$23,179.00

City Portion 10% - City Portion this Invoice \$61.20 ✓ 12
Professional Services from December 1, 2018 to December 28, 2018

Task 180 Geotechnical Services
Professional Personnel

	Hours	Rate	Amount
Slaga, Joshua	2.50	35.55	88.88
Westbrooks, Kevin	2.00	51.25	102.50
Totals	4.50		191.38
Total Labor			191.38

Additional Fees

Overhead 1.9113	365.78
Cost of Money .82%	1.57
Net Fee (11% Based on 152.83% OH)	53.23
Total Additional Fees	420.58
Total this Task	\$611.96

Billing Limits

	Current	Prior	To-Date
Total Billings	611.96	20,290.00	20,901.96
Limit			23,179.00
Remaining			2,277.04

Total this Invoice **\$611.96**

Outstanding Invoices

Number	Date	Balance
11	12/14/2018	20,290.00
Total		20,290.00

APPROVED FOR PAYMENT
 BY: C. C. H.
 DATE: 1-31-19
 P/O: 2018-01043

Net 30 days.

Project	2018042.02	Beachwood-CUY-271/422-780/10.77-Geotech	Invoice	12
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Billing Backup

Wednesday, January 16, 2019

GPD Group Invoice 12 Dated 1/11/2019 10:59:44 AM

Project	2018042.02	Beachwood-CUY-271/422-780/10.77-Geotech Part 2
Task	180	Geotechnical Services

Professional Personnel

			Hours	Rate	Amount
00759	Slaga, Joshua	12/5/2018	1.50	35.55	53.33
00759	Slaga, Joshua	12/7/2018	1.00	35.55	35.55
01647	Westbrooks, Kevin	12/10/2018	1.00	51.25	51.25
01647	Westbrooks, Kevin	12/11/2018	1.00	51.25	51.25
	Totals		4.50		191.38
	Total Labor				191.38

Total this Task \$191.38

Total this Project \$191.38

Total this Report \$191.38

Tactical Planning, LLC

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

INVOICE

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

January 29, 2019

FED ID # 46-3453684

P.O. # 2014-00196

INV # BW-1902

For professional services rendered as follows:

Meeting Re: Storm Water Code Updates (1/24/19)

G. Smerigan 1.5 Hours @ \$115.00 / hour *IK* \$172.50

ARB Meeting (1/22/19)

G. Smerigan 1.0 Hours @ \$115.00 / hour *IK* \$115.00

Development Meeting Re: City Properties (1/29/19)

G. Smerigan 2.0 Hours @ \$115.00 / hour *IK* \$230.00

TOTAL DUE THIS INVOICE

\$517.50 *JK*

Thank you,

APPROVED FOR PAYMENT
BY: *Walter Smerigan*
DATE: *1/31/19*
P/O: _____

George Smerigan
George Smerigan
Managing Member

CITY OF BEACHWOOD

INTER-OFFICE COMMUNICATION

TO: Martin Horwitz, Mayor

FROM: Chris Arrietta, Public Works Director

DATE: 02/04/2019

SUBJECT: An Ordinance authorizing the Mayor to renew a Contract with Medina Supply Company for the purchase of Ready-Mix Concrete for 2019; and declaring this to be an urgent measure

Mayor, with your permission, we would like to exercise our 2nd year renewal with Medina Supply for Ready Mix Concrete. Ready Mix Concrete is used for sidewalk replacement and road repair. There was 2nd year renewal option on the bid specifications.

I respectfully request to include this item on the next available City Council Agenda.

INTRODUCED BY:

ORDINANCE NO. 2019-

AN ORDINANCE AUTHORIZING THE MAYOR TO RENEW A CONTRACT WITH MEDINA SUPPLY COMPANY FOR THE PURCHASE OF READY-MIX CONCRETE FOR 2019; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, Ordinance No. 2018-57 authorized the purchase of Ready-Mix Concrete from Medina Supply Company; and

WHEREAS, there was a second year renewal authorized in the bid specifications; and

WHEREAS, the Public Works Director would like to exercise that second year renewal for calendar year 2019.

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

Section 1: Based upon the Bid Specification Sheet, as set forth in Exhibit "A", a copy of which is attached hereto and incorporated herein, the Mayor is hereby authorized to enter into a renewal contract with Medina Supply Company, in an amount not to exceed Fifty Thousand Dollars and No/Cents (\$50,000.00), for the purchase of Ready-Mix Concrete for the period of January 1, 2019 through December 31, 2019.

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 Ordinance is declared to be an urgent measure which is immediately necessary for the preservation of the public peace, health or safety or the efficient operation of the City, and for the further reason that these services provided with this product may continue to be available to the City in calendar year 2019; 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 date permitted by law.

Attest: I hereby certify that this legislation was duly adopted on the 19th day of February, 2019 and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 20th day of February, 2019.

Clerk

Approval: I have approved this legislation this 20th day of February, 2019 and filed it with the Clerk.

Mayor

Medina Supply Company

BID SPECIFICATION SHEET READY MIX CONCRETE

CONCRETE – 7 yard load (minimum) (Weekday rate - Monday to Friday)

- | | |
|----------------------------|--|
| 1. Class C- concrete | \$ <u>114.⁰⁰</u> per yard – delivered |
| 2. MS concrete- medium set | \$ <u>126.⁰⁰</u> per yard – delivered |
| 3. FS concrete – fast set | \$ <u>132.⁰⁰</u> per yard – delivered |
| 4. LSM | \$ <u>82.⁰⁰</u> per yard – delivered |

CONCRETE – Less than 7 yard load (Weekday rate - Monday to Friday)

- | | |
|----------------------------|--|
| 1. Class C- concrete | \$ <u>124.⁰⁰</u> per yard – delivered |
| 2. MS concrete- medium set | \$ <u>136.⁰⁰</u> per yard – delivered |
| 3. FS concrete – fast set | \$ <u>142.⁰⁰</u> per yard – delivered |
| 4. LSM | \$ <u>92.⁰⁰</u> per yard – delivered |

CONCRETE – 7 yard load (minimum) (Weekend rate - Saturday & Sunday)

- | | |
|----------------------------|--|
| 1. Class C- concrete | \$ <u>114.⁰⁰</u> per yard – delivered |
| 2. MS concrete- medium set | \$ <u>126.⁰⁰</u> per yard – delivered |
| 3. FS concrete – fast set | \$ <u>132.⁰⁰</u> per yard – delivered |
| 4. LSM | \$ <u>82.⁰⁰</u> per yard – delivered |

Add \$60.⁰⁰ per load
on Saturday delivery

Add \$90.⁰⁰ per load
on Sunday delivery

CONCRETE – Less than 7 yard load (Weekend rate - Saturday & Sunday)

- | | |
|----------------------------|--|
| 1. Class C- concrete | \$ <u>124.⁰⁰</u> per yard – delivered |
| 2. MS concrete- medium set | \$ <u>136.⁰⁰</u> per yard – delivered |
| 3. FS concrete – fast set | \$ <u>142.⁰⁰</u> per yard – delivered |
| 4. LSM | \$ <u>92.⁰⁰</u> per yard – delivered |

Add \$60.⁰⁰ per load
on Saturday delivery

Add \$90.⁰⁰ per load
on Sunday delivery

MEDINA Supply Company

BID SPECIFICATION SHEET ADDITIVES

Fibermesh (1.5#)	\$ <u>9.00</u> per yard – delivered
Calcium 25# Bag	\$ <u>15.00</u> delivered
Non-Chloride ACC (1%)	\$ <u>6.00</u> per yard – delivered
Non-Chloride ACC (2%)	\$ <u>12.00</u> per yard – delivered
Superplasticizer- 64 oz. (Full dose)	\$ <u>7.00</u> per yard – delivered
Mid Range WR (6 oz.)	\$ <u>3.00</u> per yard – delivered
Water Reducer	\$ <u>2.00</u> per yard – delivered
Hi Early	\$ <u>6.00</u> per yard – delivered
Retarder	\$ <u>2.50</u> per yard – delivered
Heated Material	\$ <u>6.00</u> per yard – delivered
Demurrage	\$ <u>75.00</u> per hour
Additional Stops	\$ <u>50.00</u> per stop
Plant Opening After Hours Cost	\$ <u>500</u> per hr (4 hr minimum)
Fuel Charge	\$ <u>8.00</u> per load

DELIVERIES TO BE MADE AS REQUIRED WITH 24 HOUR NOTICE PRIOR TO DELIVERY

75% OF THE CITY'S CONCRETE USAGE IS REGULAR CLASS C CONCRETE. THE BIDS WILL BE EVALUATED ACCORDINGLY.

INITIAL BID AWARD WILL BE FOR A PERIOD OF ONE (1) YEAR. THE CITY RESERVES THE RIGHT TO RENEW THE CONTRACT FOR AN ADDITIONAL YEAR.

From: [Tim Tremaglio](#)
To: [Whitney Crook](#)
Subject: FW: Ready-mix Concrete
Date: Wednesday, January 02, 2019 11:36:58 AM

FYI

From: Tim Tremaglio
Sent: Friday, November 09, 2018 11:18 AM
To: Dale Pekarek
Cc: Chris Arrietta
Subject: Ready-mix Concrete

Dale,

I am recommending that we exercise our option to renew the Medina Ready-mix Concrete contract (Ordinance #2018-57) for 2019. They have been giving us great service this year. Let me know if you require additional information.

Thank you
Tim

CITY OF BEACHWOOD

INTER-OFFICE COMMUNICATION

TO: Martin Horwitz, Mayor
FROM: Chris Arrietta, Public Works Director
DATE: 02/04/2019
SUBJECT: A Motion authorizing the Clerk to advertise for bids for the 2019 Capital Roads Program Halburton Road Phase 2 Project

Mayor, as part of the 2019 Capital Road Program, Halburton will be removed and replaced at an estimated construction cost of \$950,000.00.

I am respectfully requesting your permission to include this item on the next available City Council Agenda. This will be a Motion to advertise for bids.



GPD GROUP®
Glaus, Pyle, Schomer, Burns & DeHaven, Inc.

Akron Office

520 South Main Street
Suite 2531
Akron, OH 44311

tel 330.572.2100
fax 330.572.2101
www.gpdgroup.com

February 1, 2019

Chris Arrietta
Service Director
City of Beachwood Service Department
23355 Mercantile Road
Beachwood, OH 44122

**RE: Beachwood – 2019 Capital Program
Halburton Phase 2
Campus Road – Waterline Replacement and Resurfacing**

Dear Mr. Arrietta:

Our office is nearing completion of the bidding documents for the 2 projects referenced above. The scope of work is as follows:

1. Halburton Road Phase 2
 - a. This project will be from Brandon Road to the Letchworth Intersection, a continuation of last year's project. The entire roadway will be removed and replaced.
 - b. The estimated construction cost is \$950,000.
2. Campus Road
 - a. This project consists of replacing the existing 6" water main with an 8" water main, including all valves, hydrants and service connections. The water main design and construction work will be paid 100% by CWD.
 - b. After water main replacement, the entire road will be resurfaced, including minor curb repairs, minor base pavement repairs and replacement of curb ramps to meet current ADA standards.
 - c. The estimated construction cost is \$350,000 for water main and \$150,000 for resurfacing.

We hereby request approval to advertise these 2 projects for public bidding.

Sincerely,

GPD Group


Joseph R. Ciuni, PE, PS
Consulting City Engineer

CITY OF BEACHWOOD

INTER-OFFICE COMMUNICATION

TO: Martin Horwitz, Mayor
FROM: Chris Arrietta, Public Works Director
DATE: 02/04/2019
SUBJECT: A Motion authorizing the Clerk to advertise for bids for the 2019 Capital Roads Program Campus Rd Water Main Replacement Project

Mayor, as part of the 2019 Capital Road Program, Campus Road Water Main Replacement and Resurfacing will consist of replace the existing 6" Water Main with an 8" Water Main including all valves, Hydrants, and service connections at an estimated cost for Water Main Design and Construction of \$350,000.00 and \$150,000.00 for Resurfacing. The Water Main Design and Construction work will be paid 100% by CWD.

I am respectfully requesting your permission to include this item on the next available City Council Agenda. This will be a Motion to advertise for bids.



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February 1, 2019

Chris Arrietta
Service Director
City of Beachwood Service Department
23355 Mercantile Road
Beachwood, OH 44122

**RE: Beachwood – 2019 Capital Program
Halburton Phase 2
Campus Road – Waterline Replacement and Resurfacing**

Dear Mr. Arrietta:

Our office is nearing completion of the bidding documents for the 2 projects referenced above. The scope of work is as follows:

1. Halburton Road Phase 2
 - a. This project will be from Brandon Road to the Letchworth Intersection, a continuation of last year's project. The entire roadway will be removed and replaced.
 - b. The estimated construction cost is \$950,000.
2. Campus Road
 - a. This project consists of replacing the existing 6" water main with an 8" water main, including all valves, hydrants and service connections. The water main design and construction work will be paid 100% by CWD.
 - b. After water main replacement, the entire road will be resurfaced, including minor curb repairs, minor base pavement repairs and replacement of curb ramps to meet current ADA standards.
 - c. The estimated construction cost is \$350,000 for water main and \$150,000 for resurfacing.

We hereby request approval to advertise these 2 projects for public bidding.

Sincerely,

GPD Group


Joseph R. Ciuni, PE, PS
Consulting City Engineer



Interoffice Memo

Date: 1/9/19

To: Karen Carmen, Community Services Director

From: Pete Conces, Recreation Supervisor

RE: Pool Maintenance, M & G Pools, LLC

I am requesting to continue to utilize the services of M & G Pools, LLC for the Beachwood Family Aquatic Center's spring prep, daily maintenance and winterization process.


This will be our fifth year using their services and they have been extremely responsive and professional, while keeping our facility operating in top performance during the pool season. Listed below are their proposals. All proposals are the same as last year.

1. Commercial Pool Opening and seasonal preparation of the Beachwood Family Aquatic Center in an amount not to exceed \$6457.50 plus chemicals and parts. M & G Pools will guarantee this estimate within 10% of normal conditions.
2. The daily maintenance of the Beachwood Family Aquatic Center at a rate of \$117.50 per stop, plus chemicals and parts. M&G Pools will guarantee this estimate within 10% of normal conditions. Estimated number of stops is 110.
3. The Commercial Pool closing and winterization of the Beachwood Family Aquatic Center in an amount not to exceed \$6457.50, plus chemicals and parts. M & G Pools will guarantee this estimate within 10% of normal conditions.
4. Any additional work during the opening, daily maintenance and winterization not included in the original scope of work will be performed at an hourly rate \$99 per hour plus chemicals and parts.

APPROVED

SIGNATURE

DATE


2/1/19

INTRODUCED BY:

ORDINANCE NO. 2019-28

AN ORDINANCE ACCEPTING A QUOTATION FROM M & G POOLS, LLC FOR THE SPRING PREPARATION, DAILY MAINTENANCE, AND WINTERIZATION OF THE BEACHWOOD FAMILY AQUATIC CENTER FOR 2019; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City received a quotation from M & G Pools, LLC for the spring preparation, daily maintenance, and winterization of the Beachwood Family Aquatic Center; and

WHEREAS, based upon the proposal of M & G Pools, LLC for the preparation, daily maintenance, and winterization of the Beachwood Family Aquatic Center for 2019 prices are as follows:

1. The opening and seasonal preparation of the Beachwood Family Aquatic Center in an estimated amount of Six Thousand Four Hundred and Fifty Seven Dollars and Fifty /Cents (\$6,457.50), plus chemicals and parts. M & G Pools, LLC will guarantee this estimate within 10% under normal circumstances; and
2. The daily maintenance of the Beachwood Family Aquatic Center at an hourly rate of One Hundred Seventeen Dollars and Fifty/Cents (\$117.50) per stop (minimum of 110 stops or daily visits), plus materials and parts. M & G Pools, LLC will guarantee this estimate within 10% under normal circumstances; and
3. The commercial pool closing and winterization of the Beachwood Family Aquatic Center in an amount not to exceed Six Thousand Four Hundred and Fifty Seven Dollars and Fifty/Cents (\$6,457.50), plus chemicals and parts; and
4. Any additional work during the opening or winterization not included in the original scope of work will be performed at an hourly rate of Ninety-Nine Dollars and No/Cents (\$99.00) per hour plus, chemicals and parts.

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

Section 1: The Mayor is hereby authorized and directed to accept the proposal of M & G Pools, LLC as set forth in Exhibit "A", a copy of which is attached hereto and incorporated herein and enter into a contract with same for the preparation, daily maintenance, and winterization of the Beachwood Family Aquatic Center.

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 Ordinance is declared to be an urgent measure which is immediately 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 need for preparation and maintenance of the Beachwood Family Aquatic Center prior to the start of the summer swimming season; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

ORDINANCE NO. 2019-28

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 19th day of February, 2019 and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 20th day of February, 2019.

Clerk

Approval:

I have approved this legislation this 20th day of February, 2019 and filed it with the Clerk.

Mayor

M & G Pools, LLC
 9901 Ravenna Road
 Twinsburg, OH 44087 US
 (330) 998-1610
 mandgpools@gmail.com

Estimate

ADDRESS
 Pete Conces
 City of Beachwood
 25325 Fairmount Boulevard
 Ohio
 Beachwood, OH 44122

SHIP TO
 Pete Conces
 City of Beachwood
 City of Beachwood
 Pete Conces
 25325 Fairmount Boulevard
 Beachwood, OH 44122

ESTIMATE #	DATE
1861	01/07/2019

ACTIVITY	QTY	RATE	AMOUNT
Commercial Pool Closing	1	6,457.50	6,457.50
Commercial Pool Closing			
-Winterize all plumbing lines and equipment			
-Winterize all water features			
(Scope of work does not include winterizing any outdoor water spigots, and/or locker rooms, restrooms, cabanas. Facility will provide commercial tow behind air compressor and hoses for M & G Pools to utilize during winterization)			
Disclaimer	1	0.00	0.00
This estimate is based on similar jobs under similar circumstances. M & G Pools will guarantee this estimate within 10% under normal conditions. Should any unforeseen issues arise, client will be notified and additional charges approved prior to any additional work being performed.			
Chemicals and parts necessary for the completion of the above quoted work are not included in the listed price and will be billed out in addition to the quoted price.			
Client Signature of Acceptance_____			
Date of Acceptance_____			
TOTAL			\$6,457.50

Accepted By

Accepted Date

M & G Pools, LLC
9901 Ravenna Road
Twinsburg, OH 44087 US
(330) 998-1610
mandgpools@gmail.com

Estimate

ADDRESS
Pete Conces
City of Beachwood
25325 Fairmount Boulevard
Ohio
Beachwood, OH 44122

SHIP TO
Pete Conces
City of Beachwood
City of Beachwood
Pete Conces
25325 Fairmount Boulevard
Beachwood, OH 44122

ESTIMATE # DATE
1860 01/07/2019

P.O. NUMBER
2016-00806

ACTIVITY	QTY	RATE	AMOUNT
Commercial Pool Opening Commercial Pool Opening -Drain and clean main pool -Drain and clean wading pool -Remove winterizing plugs and reinstall all baskets, returns, and main drain covers in all pools -Reassemble all pool equipment, including play features and spray ground -Start systems and check for proper operation -Initial balancing of water chemistry	1	6,457.50	6,457.50
Disclaimer This estimate is based on similar jobs under similar circumstances. M & G Pools will guarantee this estimate within 10% under normal conditions. Should any unforeseen issues arise, client will be notified and additional charges approved prior to any additional work being performed. Chemicals and parts necessary for the completion of the above quoted work are not included in the listed price and will be billed out in addition to the quoted price.	1	0.00	0.00

TOTAL **\$6,457.50**

Accepted By

Accepted Date

M & G Pools, LLC
9901 Ravenna Road
Twinsburg, OH 44087 US
(330) 998-1610
mandgpools@gmail.com

Estimate

ADDRESS

Pete Conces
City of Beachwood
25325 Fairmount Boulevard
Ohio
Beachwood, OH 44122

SHIP TO

Pete Conces
City of Beachwood
City of Beachwood
Pete Conces
25325 Fairmount Boulevard
Beachwood, OH 44122

ESTIMATE #

1859

DATE

01/07/2019

ACTIVITY**QTY****RATE****AMOUNT****Daily Maintenance**

1

117.50

117.50

Daily Maintenance(Price is per stop)

-Check and balance water chemistry in all bodies of water

-Check equipment for proper operation

-Backwash filters as needed

-Remove dirty pump baskets and replace with clean baskets(facility responsible for cleaning baskets)

-Check and clean chemical injectors as needed

-Refill chemical feeders/switch acid drums as necessary

-Check chemical inventory and inform facility of needed restocking

-Perform minor repairs to equipment(under 1/4hr per stop included in visit price)

-Notify facility of necessary repairs and cost

Disclaimer

1

0.00

0.00

This estimate is based on similar jobs under similar circumstances. M & G Pools will guarantee this estimate within 10% under normal conditions. Should any unforeseen issues arise, client will be notified and additional charges approved prior to any additional work being performed.

Chemicals and parts necessary for the completion of the above quoted work are not included in the listed price and will be billed out in addition to the quoted price.

Client Signature of Acceptance_____

Date of Acceptance_____

TOTAL

\$117.50

Accepted By

Accepted Date

Exhibit A

M & G Pools, LLC
 9901 Ravenna Road
 Twinsburg, OH 44087 US
 (330) 998-1610
 mandgpools@gmail.com

Estimate

ADDRESS
 Pete Conces
 City of Beachwood
 25325 Fairmount Boulevard
 Ohio
 Beachwood, OH 44122

SHIP TO
 Pete Conces
 City of Beachwood
 City of Beachwood
 Pete Conces
 25325 Fairmount Boulevard
 Beachwood, OH 44122

ESTIMATE # DATE
 1862 01/09/2019

ACTIVITY	QTY	RATE	AMOUNT
Service Call	1	99.00	99.00
Service Call/hr			
-Minimum 1 hour charge, broken down into 15 minute increments after 1st hour			
-Time is charged only when on property, no travel time or trip charges			
-Rate is valid for as long as client is a regular maintenance service client			
-12 hour guaranteed response time for emergency calls as long as client is a regular maintenance service client and account is current			
Disclaimer	1	0.00	0.00
This estimate is based on similar jobs under similar circumstances. M & G Pools will guarantee this estimate within 10% under normal conditions. Should any unforeseen issues arise, client will be notified and additional charges approved prior to any additional work being performed.			
Chemicals and parts necessary for the completion of the above quoted work are not included in the listed price and will be billed out in addition to the quoted price.			
Client Signature of Acceptance _____			
Date of Acceptance _____			
TOTAL			\$99.00

Accepted By

Accepted Date

CITY OF BEACHWOOD

INTER-OFFICE COMMUNICATION

TO: Martin Horwitz, Mayor
FROM: Gary Haba, Police Chief
DATE: 02/04/2019
SUBJECT: An Ordinance authorizing the Mayor to enter into a Memorandum of Understanding with the Fraternal Order of Police Lodge No. 86, Patrol Officers Bargaining Units, addressing Canine Unit Handlers; and declaring this to be an urgent measure

As you know, we are getting to the point where the canine program is coming to fruition. There needs to be an MOU to supplement the agreement with the police collective bargaining unit (FOP Lodge #86) to spell out terms of the relationships with the canine handlers.

The terms and language are all customary. Ms. Calta and I conducted research into several agency agreements and our proposal is like and similar. The bargaining unit is in agreement with the terms.

I consulted with Councilman Berns and provided him a copy of the proposed MOU. Mr. Berns stated that since council is well aware of the program and the terms of the agreement are customary and planned for in the budget, no committee meeting would be necessary.

I respectfully request that this item be placed on the next available council agenda. Please contact me with any questions or concerns.

INTRODUCED BY:

ORDINANCE NO. 2019-

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE FRATERNAL ORDER OF POLICE LODGE NO. 86, PATROL OFFICERS BARGAINING UNITS, ADDRESSING CANINE UNIT HANDLERS; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Union and the City are parties to a Collective Bargaining Agreement with the Fraternal Order of Police Lodge No. 86, Patrol Officers Bargaining Unit; and

WHEREAS, Council now desires to authorize the Mayor to enter into a memorandum of understanding with the Fraternal Order of Police Lodge No. 86 to address the implementation and utilization of Canine Unit Handlers for officers assigned to the Patrol Division.

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

Section 1: The Mayor is hereby authorized to enter into and execute a memorandum of understanding to the collective bargaining agreement between the City and the Fraternal Order of Police Lodge No. 86, Patrol Officers Bargaining Unit, as is more fully set forth in Exhibit "A", a copy of which is attached hereto and incorporated herein by reference, to implement and utilize Canine Unit Handlers for officers assigned to the Patrol Division.

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 Ordinance is declared to be an urgent measure which is immediately necessary for the preservation of the public peace, health or safety or the efficient operation of the City, and for the further reason that it is necessary to approve the said memorandum of understanding promptly so as to permit its implementation as soon as possible; 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 date permitted by law.

Attest: I hereby certify this legislation was duly adopted on the 19th day of February, 2019 and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 20th day of February, 2019.

Clerk

Approval: I have approved this legislation this 20th day of February, 2019 and filed it with the Clerk.

Mayor

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BEACHWOOD AND
BEACHWOOD FOP LODGE 86
CANINE UNIT
(PATROL OFFICERS)

If the City elects to employ a canine unit, the existence of such unit, use of the canine unit, and assignment and removal of canine handlers shall be at the sole discretion of the Chief of Police. Assigned canine handlers must agree to maintain the necessary certification of the canine unit as required by Ohio Administrative Code Section 109:2-7-03, Minimum Standards for Certification of Law Enforcement Canine Units and Ohio Administrative Code Section 109:2-7-05, Certification of Law Enforcement Canine Units, along with adherence to Beachwood Police Department policies and guidelines for the canine unit.

In addition to specialist pay (Article 8, Section 2), canine handlers shall receive two (2) hours of compensatory time per week while actively assigned as a canine handler and in possession of the canine for the caring and training of the canine while at home or off-duty. Such care will include, but is not limited to, brushing, grooming, bathing, feeding, exercising, administering medications and cleaning of the canine's kennel and the canine handler's vehicle. The compensatory time may be taken by the canine handler using the normal procedure set forth by this agreement and Beachwood Police Department policy. Alternatively, the canine handler may receive three and a half (3.5) hours per week (or seven (7) hours per two week pay period if assigned to twelve (12) hour shifts) by working reduced work days determined by the Chief of Police or his/her designee. The canine handler shall designate in writing to the Chief of Police the compensation method he/she chooses. The designation shall be made at the beginning of each calendar year and thereafter, changed not more than once per calendar year.

The canine handler will be provided a specially equipped vehicle to accommodate the canine and shall be provided to the canine handler as a take home vehicle. The vehicle shall be used by the canine handler to transport the canine to and from work and for off duty training purposes. The vehicle will not be used for any other reason unless authorized by the Chief of Police or his/her designee. It is agreed that this is a unique circumstance and that the functions of this particular assignment require a specially equipped dedicated vehicle. Costs to house a canine while the handler is out of town for vacation or other reason will be paid for by the City, as will costs for food, veterinary care, professional grooming and necessary equipment/toys/training aids.

As previously noted, the assigned canine handler and the canine shall receive appropriate training prior to deployment. This training shall meet the guidelines of the Ohio Administrative Code and those established by the North American Police Work Dog Association. No canine shall be deployed until the above certification is achieved and said certifications shall be maintained as more fully identified herein and above. Costs for such training and certifications will be paid for by the City.

Each canine handler and canine shall engage in in-service training of appropriate content and duration so as to maintain proficiency and to ensure the goals and standards of the canine

unit are met. In-service training days shall be in lieu of shift whenever possible and so assigned by the Chief of Police.

Each police canine shall remain the property of the City of Beachwood throughout its career. At the conclusion of the animal's serviceability as a police canine, the canine shall first be offered to the canine handler at the cost of \$1.00. After retirement of the canine, it is understood that the City has no further responsibility to the canine handler for the animal or its care. In the event the canine handler does not wish to retain possession of the canine, the City will determine the appropriate disposition of the dog.

The parties hereto agree that the provisions of this Memorandum of Understanding, including but not limited to the provision compensating the canine handlers for at home and/or off duty care and training of the canine, are reasonable. This Memorandum shall become effective and binding on the parties when it is ratified by the Union and the City.

CITY OF BEACHWOOD:

FOP LODGE 86

Martin S. Horwitz, Mayor

Matthew S. Pawlak, President

Chuck Aliff, FOP/OLCI
Staff Representative

CITY OF BEACHWOOD

INTER-OFFICE COMMUNICATION

TO: Martin Horwitz, Mayor
FROM: Larry Heiser, Finance Director, Craig Kaufman, IT Manager
DATE: 02/05/2019
SUBJECT: An Ordinance authorizing the Mayor to issue a Purchase Order to Almur Construction Inc. dba Citywide Solutions Inc. for the purchase of cameras for the Cedar Road Area Camera Project; and declaring this to be an urgent measure

In October of 2018, the City requested formal bids for the Mall Camera Project. In response, three (3) bids were received. Two (2) of the three (3) bids did not comply with the specifications. One (1) of the two (2) bidders failed to follow the required wireless layout included within the specifications. Another bidder sourced hardware that was flagged by Homeland Security as posing a potential security risk. Therefore, the City determined to reject all bids and start over by requesting informal quotes given the specialized nature of the project and since some of the hardware could be purchased at state bid prices or better.

The City requested new quotes from two (2) of the three (3) firms who initially submitted bids and clarified that the certain hardware flagged by Homeland Security did not meet the specifications. The City also received one (1) additional quote from a new company that expressed interest in the project. In addition, the City obtained a quote for just hardware from Citywide Solutions with pricing at state bid terms or better. After looking over all the quotes received, I am recommending the City accept the proposal from Nexgen and Citywide Solutions Inc.

The quotes received from all three (3) bidders are attached. It is my recommendation that we split the project between Nexgen and Citywide Solutions Inc. Nexgen will be supplying the installation of the cameras and the NVRS at a price of \$96,616.00. The cameras will be supplied by Citywide Solutions Inc. at a cost of \$20,957.00. I would also request a contingency of \$8,000.00 to project for unforeseeable circumstances. This will bring the total cost of the project to \$125,573.00.

These items have been budgeted for in the 2018 budget

Feel free to contact me with any questions.

INTRODUCED BY:

ORDINANCE NO. 2019-30

AN ORDINANCE AUTHORIZING THE MAYOR TO ISSUE A PURCHASE ORDER TO ALMUR CONSTRUCTION INC. DBA CITYWIDE SOLUTIONS INC. FOR THE PURCHASE OF CAMERAS FOR THE CEDAR ROAD AREA CAMERA PROJECT; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, in October 2018, the City requested bids for the Cedar Road Area Camera Project; and

WHEREAS, three (3) bids were received and subsequently rejected due to non-compliance with specifications, failure to follow the required wireless layout included with the specifications, and including sourced hardware that was flagged by Homeland Security as posing a potential security risk; and

WHEREAS, after the bids were rejected, the City obtained a quotation from Citywide Solutions Inc. for the City to directly purchase the necessary cameras at government pricing or better; and

WHEREAS, Council now desires to accept the quotation for the purchase of cameras from Citywide Solutions Inc. in an amount not to exceed Twenty Thousand Nine Hundred Fifty Seven Dollars and No/Cents (\$20,957.00).

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

Section 1: Based upon the recommendation of the Finance Director and IT Manager, the Mayor is hereby authorized to accept the quotation and issue a purchase order to Citywide Solutions Inc. for the purchase of cameras for the Mall Camera Project in an amount not to exceed Twenty Thousand Nine Hundred Fifty Seven Dollars and No/Cents (\$20,957.00).

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 declared to be an urgent measure which is immediately necessary for the preservation of the public peace, health or safety or the efficient operation of the City, and for the further reason that it is necessary to purchase and install the cameras as quickly as possible; 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 date permitted by law.

Attest: I hereby certify this legislation was duly adopted on the 19th day of February, 2019 and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 20th day of February, 2019.

Clerk

Approval: I have approved this legislation this 20th day of February, 2019 and filed it with the Clerk.

Vendors

Nexgen	Installation	\$96,616.00	
Citywide	Cameras	\$20,957.00	
TOTAL			\$117,573.00

NWOSS	Installation & Cameras	\$198,500.00
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Convergint	Installation & Cameras	\$250,972.95
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Proposal

Craig Kaufman
City of Beachwood
25325 Fairmount Blvd.
Beachwood, OH, 44122

January 10, 2019
Proposal # 19-9125

General Overview

This proposal is being furnished to provide and install MRSE (mobile remote surveillance enclosure) units, with customer provided cameras, and provide and install the connectivity requirements for the Cedar Area Camera Project, Beachwood Ohio.

Under this proposal a total of (7) custom configured pole mounted MRSE (mobile remote surveillance enclosure) units will be provided and installed. A breakdown of the individual MRSE configurations is provided below. There will be (6) MRSE units installed on existing Signal Poles selected by The City of Beachwood. There are no signal poles at the location for enclosure E6. The E6 enclosure will be installed on the existing street utility pole near the entry as indicated on the drawings provided by The City of Beachwood All approvals required for use of the existing Signal and Utility Poles will be provided by the City of Beachwood.

Each MRSE location requires a 120-volt power source. Under this proposal it is intended to utilize power from the existing signal control box at all locations but E6 which would use the utility grid power source. A new circuit will be installed from the control box to the pole location through the existing conduits to the pole. This work is included and would be performed by a local Electrical Contractor under sub-contract. No additional conduits, trenching, are boring is included with work limited to utilization of the existing conduits. Nexgen will use a Locally Certified Signal Worker for all work and supervision of work at the signal poles.

All installation locations will be per the plans and specifications provided by The City of Beachwood. All cameras required will be provided by The City of Beachwood and will be shipped to the Nexgen Integration LLC facilities for incorporation into the MRSE units. All customer provided cameras, wireless radios, power supplies, internal network modules, and surge protection devices will be included in the MRSE units as a single pre-fabricated unit.

Communication connectivity from the MRSE units to City Hall will be via the existing Fiber Optic Cable owned by the City of Beachwood from the tower located on the rooftop of the Hamptons Apartments. The MRSE units include 450 Mb secured wireless connections between enclosure and to the rooftop Gateway Radios to allow multiple enclosures to be tied to a single Fiber Optic connection point. Under this proposal (1) primary fiber connection points would be used at City Dmark enclosure on the top floor of the Hamptons Apartments.

There will be (3) 120 Degree Gateway radios provided and installed on the existing tower of the Hamptons Apartments. All cabling from the gateway radios to the top floor Dmark enclosure will be provided and installed under this proposal. An additional enclosure, if required, will be installed adjacent to the City Dmark box to house the POE and Data Modules for the Gateway radios. The City of Beachwood is responsible for providing 120 Volt source power at the City Dmark location. A compact 5 port gigabit switch will be provided for consolidation of the gateway radios to a single point connection and will be installed in the adjacent enclosure.

Included in this proposal is the required Fiber Optic equipment and patch cables for (1) single fiber transceiver (field side) and (1) transceiver (City Hall). Termination, labeling, and testing of the fiber optic cables at the Hamptons Apartments Dmark and City Hall is to be provide by the City of Beachwood or others and is not included as part of this proposal. Each location should be furnished with a fiber break-out box or bulkhead panel to allow the fiber modules to be directly patched to the existing fiber optic cable connections.

Nexgen will provide and install (2) Salient 32 Channel Digital Video Recorders (DVR) for long term storage of video recordings. The DVR units will have 32TB of storage and include the required camera licensing. The DRU will be located at City Hall. Cable required Closet to Closet or additional internal network connection at City Hall is to be provided by others and is not included in the proposal.

Warranty and PM Services

All equipment and services provided by Nexgen Integration LLC under this proposal includes a 2-year replacement and labor warranty on the equipment and craftsmanship along with PM services for 2 years. The DVR units carry a 3 year Equipment Replacement Warranty and 3 year factory support and updates services. All warranties for the customer provided cameras are the responsibility of the City of Beachwood and are not included as part of this proposal.

PM services include (2) PMC services on the entire system, inclusive of the customer provided equipment, annually with a total of (4) PM services during the 2-year warranty period. PM services include cleaning of all camera lenses, verification of radio signal strengths and connectivity, recording verification, and all general maintenance items required for the system. Complete reports of all equipment functions and or services provided to be submitted upon completion of each PMCS,

Equipment License and Compatibility

The proposed DVRs include the required license fees (one-time charge / 32 connection) for connection between the cameras and DVR for recording and the Salient VMS.

Implementation and Installation

Formal schedule to be determined and approved by the City of Beachwood upon award.

Final delivery schedule to be outlined in a project kick-off meeting with The City of Beachwood upon award.

All network and connectivity information to be gathered after award. The entire system(s) will be fabricated, programmed, and 48 -hour burn-in tested in the Nexgen Integration LLC PITCO facilities prior to installation.

All equipment, lifts, tools, installation hardware, freight, fabrication requirements, installation labor, travel expenses and sales taxes, if applicable, are included as part of this proposal for a complete end to end installation.

All Warranty Cost, if any, Preventative Maintenance Cost, and all other Installation and Implementation Cost required have been included in the proposal.

All required Insurance and Permits are included in the proposal.

MRSE configuration breakdown

BWP- #E1	(2) customer provided Fixed, IR, Vari-focal 4K IP Bullet, and (2) customer provided Fixed, IR, Vari-focal 4KVandal Dome w/ SD storage, (2) N5-5AC Nano Radio, (1) Blue-light Indicator, 12 VDC 10Amp Power supply, 5 Port Data switch, POE Modules, Input and Output Breakers, Input power surge protector, Enclosure and Mounting Hardware.
BWP- #E2	(2) customer provided Fixed, IR, Vari-focal 4K IP Bullet, and (2) customer provided Fixed, IR, Vari-focal 4KVandal Dome w/ SD storage, (2) N5-5AC Nano Radio, (1) Blue-light Indicator, 12 VDC 10Amp Power supply, 5 Port Data switch, POE Modules, Input and Output Breakers, Input power surge protector, Enclosure and Mounting Hardware.
BWP- PTZ (E3)	(1) customer provided 4K, 36X PTZ Assembly w/ SD storage, (1) N5-5AC Nano Radio, (1) Blue-light Indicator, 12 VDC 10Amp Power supply, 5 Port Data switch, POE Modules, Input and Output Breakers, Input power surge protector, Enclosure and Mounting Hardware.
BWP- #E4	(2) customer provided Fixed, IR, Vari-focal 4K IP Bullet, and (1) customer provided Fixed, IR, Vari-focal 4KVandal Dome w/ SD storage, (2) N5-5AC Nano Radio, (1) Blue-light Indicator, 12 VDC 10Amp Power supply, 5 Port Data switch, POE Modules, Input and Output Breakers, Input power surge protector, Enclosure and Mounting Hardware.
BWP- #E5	(2) customer provided Fixed, IR, Vari-focal 4K IP Bullet, and (1) customer provided Fixed, IR, Vari-focal 4KVandal Dome w/ SD storage, (2) N5-5AC Nano Radio, (1) Blue-light Indicator, 12 VDC 10Amp Power supply, 5 Port Data switch, POE Modules, Input and Output Breakers, Input power surge protector, Enclosure and Mounting Hardware.
BWP- #E6	(2) customer provided, IR, Vari-focal 4K IP Bullet , (2) N5-5AC Nano Radio, (1) Blue-light Indicator, 12 VDC 10Amp Power supply, 5 Port Data switch, POE Modules, Input and Output Breakers, Input power surge protector, Enclosure and Mounting Hardware.
BWP- #E7	(2) customer provided Fixed, IR, Vari-focal 4K IP Bullet, and (2) customer provided Fixed, IR, Vari-focal 4KVandal Dome w/ SD storage, (2) N5-5AC Nano Radio, (1) Blue-light Indicator, 12 VDC 10Amp Power supply, 5 Port Data switch, POE Modules, Input and Output Breakers, Input power surge protector, Enclosure and Mounting Hardware.

Hamptons Apartment Tower Equipment Breakdown

Gateway Radios	(3) LAP-120 Nano AP Sector 5.8 MHz Secured Wireless Gateway Radio Access Point, (1) NEMA 4/12 Lockable enclosure, (1) 12 VDC 10 Amp Power supply, (3) POE Injector Block, (1) 5 port Gigabit Switch, (1) 120-volt Source Power Surge Protector.
Mounting Hardware	(3) Gateway Radio Tower mount bracket assembly
Cable requirements	(3) Outdoor / Direct Burial Cat 5e UTP Cables between radios and Dmark box.
F/O transceivers -	(1) Gigabit single fiber transceiver

City Hall Equipment Breakdown

DVR/ Server -	(2) BL32T3C Salient 32 Channel Network Recorder, 32 TB storage, 32 camera licenses. W7 Pro OS
F/O transceivers -	(1) Gigabit single fiber transceiver
Salient License -	(2) One- time 32 channel camera / service license included.
Software -	Existing Salient VMS to be used for system(s) management and administration.

Proposal Pricing Breakdown

Cameras and Recorder

Qty	Part#	Disc	Price Each	Extended Price
12	PNV9080R	Hanwha 12MP Bullet Camera	\$ Customer provided	
8	PNO9080	Hanwha 12MP Dome	\$ Customer provided	
1	PNP-9200	Hanwha 4K PTZ	\$ Customer provided	
2	Powerpro 32/32	Salient 32CH/32TB NVR	\$11,845.00	\$ 23,690.00
Sub-total				\$ 23,690.00

Wireless Equipment

Qty	Part#	Disc	Price Each	Extended Price
1	LOT	Enclosure Radios	\$ 1,260.00	\$ 1,260.00
1	LOT	Hampton Apt Radios	\$ 1,680.00	\$ 1,680.00
Sub-total				\$ 2,940.00

System Enclosures (qty 7)

Pre-fabricated, breakers, terminals, power supply, data switch, blue-lights, Vents, Filters, pole adaptor

Qty	Part#	Disc	Price Each	Extended Price
1	LOT	System Enclosures	\$ 22,770.00	\$ 22,770.00
Sub-total				\$ 22,770.00

Fiber Equipment

Qty	Part#	Disc	Price Each	Extended Price
1	LM2SC/G	Single Fiber transceiver set	\$ 418.00	\$ 418.00
1	Lot	Fiber Patch Cables	\$ 64.00	\$ 64.00
Sub-total				\$ 482.00

Cable, Hardware, Junction boxes, connectors, misc.

All cable, connectors, hardware, J boxes, and consumables for Signal Poles / Hampton Apartments

Qty	Part#	Disc	Price Each	Extended Price
1	LOT	Cable, connectors, hardware	\$ 2,086.00	\$ 2,086.00
Sub-total			\$ 2,086.00	

Total All Equipment, cable, hardware \$ 51,968.00

Labor / Freight

Pre-fab, Installation, PM Services, Warranty, Travel, Lifts, Permits, Freight

Qty	Part#	Disc	Price Each	Extended Price
1	NX-LBR	Labor / Install / Services	\$ 44,648.00	\$ 44,648.00

Total All Labor \$ 44,648.00

Total Price Equipment \$ 51,968.00

Total Price Labor \$ 44,648.00

Total Price \$ 96,616.00

Special Conditions:

NOTE: This proposal may be withdrawn by us if not accepted within 60 days. All Equipment and craftsmanship provided under this proposal has a full 2 -year labor and replacement Warranty. Project billing of 35/35/30 applies with 35% due at signing Net 15 days, 35% upon delivery of all equipment to site Net 15 days and 30% on completion of project Net 30 days. All other standard terms and conditions of Nexgen Integration LLC apply and are attached with this proposal.

Accepted By:

Name: _____

Signature: _____

Date: _____

Proposed By:

Name: Chris Nickelson

Signature: Chris Nickelson

Date: 1/10/2019



Citywide Solutions Inc
 PO Box 310
 Dublin, OH 43017
 (844)395-4101
 mike@citywidesolutionsinc.com
 www.citywidesolutionsinc.com

Estimate

ADDRESS

A.J. Allen
 City of Beachwood
 PO Box 22659
 Beachwood, OH 44122

SHIP TO

A.J. Allen
 City of Beachwood
 23355 Mercantile Road
 Beachwood, OH 44122

ESTIMATE #	DATE	
4186	01/28/2019	

DATE	ACTIVITY	QTY	RATE	AMOUNT
01/28/2019	Misc Supplies Hanwha XNV-8080R -5MP IR Outdoor Dome WiseNet X Powered by WiseNet 5 Network IR Outdoor Vandal Dome Camera 5MP @30fps WDROff/On Motorized Vari-Focal Lens 2.4x (3.9~9.4mm) (92.1 ~38.7) H.265/H.264/MJPEG WiseStrea	12	892.00	10,704.00T
01/28/2019	Misc Supplies Hanwha XNO-8080R - 5MP IR Bullet WiseNet X Powered by WiseNet 5 Network IR Outdoor Bullet Camera Back Box 5MP @30fps WDR Off/OnMotorized Vari-Focal Lens 2.4x (3.7~9.4mm) (100.2 ~38.7)	8	892.00	7,136.00T
01/28/2019	Freight Freight with insurance to :Arnold, MO Zip code 63010.	1	175.00	175.00T
01/28/2019	Misc Supplies PNP-9200RH; Network 656ft (200m) IR PTZ Camera 4K (8MP) @ 30fps Triple Codec H.265/H.264/MJPEG with WiseStream Tech Motorized 20x Opt Zoom 120dB WDR Mech Anti-Vib Auto Tracking True D/N 24VAC IP66 IK10	1	2,942.00	2,942.00T

SUBTOTAL 20,957.00
 TAX (0%) 0.00
TOTAL \$20,957.00

Accepted By

Accepted Date



Northwestern Ohio Security Systems, Inc.

Proposal Number: 8164-1-0

Date: November 30, 2018

Project

Hanwha cameras city of Beachwood

Prepared for:

Prepared by:

Andrew Dominick

Salesperson

NWOSS

(800) 833-6416

dominicka@nwoss.com

Please visit us at:
www.NWOSS.com



Scope Of Work

Customer Details:

Site: 25325 Fairmount Blvd Beachwood, OH 44122

Billing:

Contact:

City of Beachwood Video Surveillance for the Beachwood Mall

NWOSS proposes to provide a turnkey video surveillance system for the Beachwood Mall. The basis of the system is a Salient video management system with Hanwha 12MP bullet cameras linked by Siklu wireless radios back to the Hamptons Luxury Apartments.

Summary of equipment:

- NWOSS is providing the Hanwha 12 MP PNO-9080R bullet camera mounted on the enclosure.
- For the PTZ, NWOSS is providing the Hanwha XNP-6320H 1080p with 32x zoom mounted on the enclosure.
- Cameras and radios will be powered by a Transitions Networks unmanaged PoE+ 8-port switch.
- Communication from the camera for each except BWP-E5 will be by Siklu point-to-point E-band millimeter wave radios. The radios will be mounted on the enclosure. No AES encryption is provided for these radios.
- Each enclosure will have a blue strobe.
- Headend is a Salient Power Pro TB rack mount server.
- Enclosures are standard Hoffman Weatherflo models with fan, thermostat and washable metal filter.

What NWOSS will do:

- Provide and install the equipment listed below.
- Run non-plenum wire above drop ceiling or concealed in walls where possible.
- Program the system.
- Train the customer.

What the customer will do:

- Provide access to the apartments during regular business hours.
- Permission to mount on the signal poles and utility pole.
- Provide 120VAC in the signal cabinets and a conduit for high voltage cable to the signal pole.
- Network switch for the network signals from the radios on the towers at the apartments.
- Provide power shutdown if the power conduit has energized conductors.
- Provide IP addressing scheme for the cameras and the video management server.
- Provide authorized personnel for training.

Notes:

- Permits - it is not clear what permits would be needed or if there are unusual permits that would be needed.



- NWOSS will be using a bucket truck to install each of these sites. We will need assistance from the city in blocking these locations while work is performed.
- Non-prevailing wage rates apply to this proposal. If prevailing wage will apply to this project, NWOSS will need to re quote it.
- Warranty: Equipment is covered by a 3-year warranty. Labor is NWOSS' standard 1 year warranty. NWOSS will offer additional labor hours on this additional prepaid basis: 20 hours for \$3,300, 30 hours for \$4,950 and 40 hours for \$6,600. Preventative maintenance is 2 inspections per year for \$2,970. This work includes cleaning, adjusting of cameras, checking operation of blue strobes. Software upgrades or renewals are not included.

References:

Ohio Department of Transportation

NWOSS has provided access control, fire alarm, intrusion alarm and video surveillance since 2011 to every ODOT facility in the state of Ohio.

Andrew Stefanik

Statewide Security Coordinator

614-275-1388

Andrew.Stefanik@dot.ohio.gov <mailto:Andrew.Stefanik@dot.ohio.gov>

Scotts Miracle Gro

NWOSS has provided access control, fire alarm, intrusion alarm and wide area video surveillance since 2009 for facilities all over the US and Canada.

Lenny Hall

Global Security Manager

937-578-5307

lenny.hall@scotts.com <mailto:lenny.hall@scotts.com>

Lima City Schools

NWOSS has provided access control, fire alarm, intrusion alarm and video surveillance since 1992 for all facilities.

Randy Crossley

Security Director

419-996-3452

RCrossley@limacityschools.org <mailto:RCrossley@limacityschools.org>

City of Dublin

NWOSS has provided access control and video surveillance since 2008 for multiple facilities.

Brian Ashford

Director of Facilities Management

614-410-4790

BAshford@dublin.oh.us <mailto:BAshford@dublin.oh.us>



Proposal Number: 8164-1-0
Date: November 30, 2018

Financial Summary

Customer Details:

Site: 25325 Fairmount Blvd Beachwood, OH 44122

Billing:

Contact:

BWP-E1 \$24,534.32

QTY	Manufacturer	Part #	Description
4	Samsung	PNO-9080R	Network Ir Bullet Camera, 4K (12Mp Max), Triple Co
1	Transition	25104	Power Supply- Ps, 48Vdc@5A,Univ.Ac,Din.Rail
1	Transition	SISTP1040-382-LRT	Unmanaged 8 Port PoE+ Switch with 2 SFP Slots
1	Hoffman	WF3LP	Hoffman WeatherFlo 29"x24"x12" Enclosure
1	Hoffman	A24P24	Enclosure Panel
1	Hoffman	CPMK24	Pole Mount Kit for 24" Enclosure
1	Siklu	EH500TX-Kit	2x EH500FX ODU 60Ghz 100Mbps
1	Alarmax	SL126Q/B	Seco-Larm 12V Blue Strobe
9	Adi	ICPCSK03YL	Icc Cat 6 3' Patch Cord
4	Alarmax	DTK-MRJPOE	Surge Protector Modular

Labor Schedule for: BWP-E1

Description

Installation Labor NT

Project Management NT

Labor: Engineering Services NT

Labor Programming

Supplies, Materials & Miscellaneous Items for: BWP-E1

QTY	Description
1.00	Miscellaneous Installation Material

BWP-E2 \$24,534.31

QTY	Manufacturer	Part #	Description
4	Samsung	PNO-9080R	Network Ir Bullet Camera, 4K (12Mp Max), Triple Co
1	Transition	25104	Power Supply- Ps, 48Vdc@5A,Univ.Ac,Din.Rail
1	Transition	SISTP1040-382-LRT	Unmanaged 8 Port PoE+ Switch with 2 SFP Slots
1	Hoffman	WF3LP	Hoffman WeatherFlo 29"x24"x12" Enclosure
1	Hoffman	A24P24	Enclosure Panel
1	Hoffman	CPMK24	Pole Mount Kit for 24" Enclosure
1	Siklu	EH500TX-Kit	2x EH500FX ODU 60Ghz 100Mbps
1	Alarmax	SL126Q/B	Seco-Larm 12V Blue Strobe
9	Adi	ICPCSK03YL	Icc Cat 6 3' Patch Cord
4	Alarmax	DTK-MRJPOE	Surge Protector Modular

Labor Schedule for: BWP-E2

Description

Installation Labor NT

Project Management NT

Labor: Engineering Services NT

Labor Programming



Proposal Number: 8164-1-0

Date: November 30, 2018

BWP-E2

\$24,534.31

Supplies, Materials & Miscellaneous Items for: BWP-E2

QTY	Description
1.00	Miscellaneous Installation Material

BWP-E4

\$23,202.59

QTY	Manufacturer	Part #	Description
3	Samsung	PNO-9080R	Network Ir Bullet Camera, 4K (12Mp Max), Triple Co
1	Transition	25104	Power Supply- Ps, 48Vdc@5A,Univ.Ac,Din.Rail
1	Transition	SISTP1040-382-LRT	Unmanaged 8 Port PoE+ Switch with 2 SFP Slots
1	Hoffman	WF3LP	Hoffman WeatherFlo 29"x24"x12" Enclosure
1	Hoffman	A24P24	Enclosure Panel
1	Hoffman	CPMK24	Pole Mount Kit for 24" Enclosure
1	Siklu	EH500TX-Kit	2x EH500FX ODU 60Ghz 100Mbps
1	Alarmax	SL126Q/B	Seco-Larm 12V Blue Strobe
7	Adi	ICPCSK03YL	Icc Cat 6 3' Patch Cord
3	Alarmax	DTK-MRJPOE	Surge Protector Modular

Labor Schedule for: BWP-E4

Description

Installation Labor NT
Project Management NT
Labor: Engineering Services NT
Labor Programming

Supplies, Materials & Miscellaneous Items for: BWP-E4

QTY	Description
1.00	Miscellaneous Installation Material

BWP-E5

\$21,060.01

QTY	Manufacturer	Part #	Description
3	Samsung	PNO-9080R	Network Ir Bullet Camera, 4K (12Mp Max), Triple Co
1	Transition	25104	Power Supply- Ps, 48Vdc@5A,Univ.Ac,Din.Rail
1	Transition	SISTP1040-382-LRT	Unmanaged 8 Port PoE+ Switch with 2 SFP Slots
1	Hoffman	WF3LP	Hoffman WeatherFlo 29"x24"x12" Enclosure
1	Hoffman	A24P24	Enclosure Panel
1	Hoffman	CPMK24	Pole Mount Kit for 24" Enclosure
1	Alarmax	SL126Q/B	Seco-Larm 12V Blue Strobe
7	Adi	ICPCSK03YL	Icc Cat 6 3' Patch Cord
3	Alarmax	DTK-MRJPOE	Surge Protector Modular

Labor Schedule for: BWP-E5

Description

Installation Labor NT
Project Management NT
Labor: Engineering Services NT
Labor Programming

Supplies, Materials & Miscellaneous Items for: BWP-E5

QTY	Description
1.00	Fiber Connection to Dark Fiber in Signal Cabinet



Proposal Number: 8164-1-0

Date: November 30, 2018

BWP-E5

\$21,060.01

BWP-E6

\$21,870.87

QTY	Manufacturer	Part #	Description
2	Samsung	PNO-9080R	Network Ir Bullet Camera, 4K (12Mp Max), Triple Co
1	Transition	25104	Power Supply- Ps, 48Vdc@5A,Univ.Ac,Din.Rail
1	Transition	SISTP1040-382-LRT	Unmanaged 8 Port PoE+ Switch with 2 SFP Slots
1	Hoffman	WF3LP	Hoffman WeatherFlo 29"x24"x12" Enclosure
1	Hoffman	A24P24	Enclosure Panel
1	Hoffman	CPMK24	Pole Mount Kit for 24" Enclosure
1	Siklu	EH500TX-Kit	2x EH500FX ODU 60Ghz 100Mbps
1	Alarmax	SL126Q/B	Seco-Larm 12V Blue Strobe
5	Adi	ICPCSK03YL	Icc Cat 6 3' Patch Cord
2	Alarmax	DTK-MRJPOE	Surge Protector Modular

Labor Schedule for: BWP-E6

Description

Installation Labor NT

Project Management NT

Labor: Engineering Services NT

Labor Programming

Supplies, Materials & Miscellaneous Items for: BWP-E6

QTY	Description
1.00	Miscellaneous Installation Material

BWP-E7

\$24,534.31

QTY	Manufacturer	Part #	Description
4	Samsung	PNO-9080R	Network Ir Bullet Camera, 4K (12Mp Max), Triple Co
1	Transition	25104	Power Supply- Ps, 48Vdc@5A,Univ.Ac,Din.Rail
1	Transition	SISTP1040-382-LRT	Unmanaged 8 Port PoE+ Switch with 2 SFP Slots
1	Hoffman	WF3LP	Hoffman WeatherFlo 29"x24"x12" Enclosure
1	Hoffman	A24P24	Enclosure Panel
1	Hoffman	CPMK24	Pole Mount Kit for 24" Enclosure
1	Siklu	EH500TX-Kit	2x EH500FX ODU 60Ghz 100Mbps
1	Alarmax	SL126Q/B	Seco-Larm 12V Blue Strobe
9	Adi	ICPCSK03YL	Icc Cat 6 3' Patch Cord
4	Alarmax	DTK-MRJPOE	Surge Protector Modular

Labor Schedule for: BWP-E7

Description

Installation Labor NT

Project Management NT

Labor: Engineering Services NT

Labor Programming

Supplies, Materials & Miscellaneous Items for: BWP-E7

QTY	Description
1.00	Miscellaneous Installation Material

PTZ1

\$22,567.16



Proposal Number: 8164-1-0

Date: November 30, 2018

PTZ1 **\$22,567.16**

QTY	Manufacturer	Part #	Description
1	Samsung	SBP-300WM1	Wall Mount Accessory, (Scp-3430H/2430H, Scp-3370Th
1	Samsung	XNP-6320H	Wisenet X Powered By Wisenet 5 Network Outdoor Ptz
1	Transition	SISTP1040-382-LRT	Unmanaged 8 Port PoE+ Switch with 2 SFP Slots
1	Transition	25104	Power Supply- Ps, 48Vdc@5A,Univ.Ac,Din.Rail
1	Hoffman	WF3LP	Hoffman WeatherFlo 29"x24"x12" Enclosure
1	Hoffman	A24P24	Enclosure Panel
1	Hoffman	CPMK24	Pole Mount Kit for 24" Enclosure
1	Siklu	EH500TX-Kit	2x EH500FX ODU 60Ghz 100Mbps
1	Alarmax	SL126Q/B	Seco-Larm 12V Blue Strobe
2	Adi	ICPCSK03YL	Icc Cat 6 3' Patch Cord
1	Alarmax	DTK-MRJPOE	Surge Protector Modular

Labor Schedule for: PTZ1

Description

Installation Labor NT

Project Management NT

Labor: Engineering Services NT

Labor Programming

Supplies, Materials & Miscellaneous Items for: PTZ1

QTY	Description
1.00	Miscellaneous Installation Material

Headend **\$36,196.43**

QTY	Manufacturer	Part #	Description
2	HD	SJOOW	SJOOW Cable, 14/3 Outdoor Rated, 250'
5	Windy City Wire	775600-110DB	Cat 6 Direct Burial Cable - 1000
1	Salient	Power Pro-R 50TB	50TB Server w/ 21 Salient Pro Licenses

Labor Schedule for: Headend

Description

Installation Labor NT

Project Management NT

CAD Services NT

Labor: Engineering Services NT

Labor Programming

Supplies, Materials & Miscellaneous Items for: Headend

QTY	Description
1.00	Miscellaneous Installation Material

Financial Summary

Total Proposal Amount:

\$198,500.00

Note: The above price does not include sales tax.



Proposal Number: 8164-1-0
Date: November 30, 2018

Quotation is valid for 30 days. The price Does Not include any Shipping and Handling charges unless specified. There is a 25% cancellation fee and all equipment must be returned per NW OSS standard RMA procedures. The customer is responsible for all collection costs as well as associated interest and attorney's fees. The quotation is based upon acceptance of NW OSS insurance certificate as "adequate for coverage" to meet purchasing and contract requirements. Certificate are available upon request.

Accepted By: _____ Date: _____ PO Number: _____

Print Name: _____ Print Title: _____

Place of Performance

City of Beachwood
City Building
25325 Fairmont Blvd,
Beachwood Ohio 44122

Primary local contact:

Craig Kaufman
craig.kaufman@beachwoodohio.com
216.595.3711

Background

Craig Kaufman of City of Beachwood requested that Convergint Technologies price installing Video Cameras around the Beachwood mall area. These cameras will be mounted on city poles and will have power provided. Cameras will be integrated to the existing Salient Video system

Scope

General System Overview

Convergint Technologies will provide 6 Crime Eye CE-RD2A pole mount units with Samsung PNO-9080R Cameras and 1 Crime Eye RD-2 pole mount unit with Axis Q5635-E PTZ Camera.

Crime Eye units include – power and mounting hardware, Cradlepoint 4-port non-wifi router/switch, Camera with mounts, pole mounting hardware with leveling adjustments, key lock and wireless point to point module.

The wireless point to point design has been designed with the following assumptions:

- Power will be provided at each location for relay of signal
- Power will be provided in an outlet
- All locations are to have clear line of sight from radio to radio.
- Fiber is in each location indicated per the Fiber map provided by the City of Beachwood.

Installation by location

BWP-E1

- Crime Eye CE-226 Custom Mounting hardware with 4 Samsung PNO-9080R Cameras
- 1- MH-T200-CCC-PoE-MWB (communication to BWP-E7) point to point radio for backhaul of network.

BWP-E2

- Crime Eye CE-226 Custom Mounting hardware with 4 Samsung PNO-9080R Cameras
- 1- MH-T200-CCC-PoE-MWB point to point radio for backhaul of network. BWP-E2 to Backhaul radio

PTZ-1

- Crime Eye RD-2 enclosure with Axis Q5635-E Camera
- 1- MH-T200-CCC-PoE-MWB point to point radio for backhaul of network. Communication to Backhaul radio

BWP-E4

- Crime Eye CE-226 Custom Mounting hardware with 3 Samsung PNO-9080R Cameras
- 1- MH-T200-CCC-PoE-MWB (communication to Relay 6) and 1 – MH-B100-CCS-PoE-MWB (communication to Relay 3) point to point radio for backhaul of network.

BWP-E5

- Crime Eye CE-226 Custom Mounting hardware with 3 Samsung PNO-9080R Cameras
- 1- MH-T200-CCC-PoE-MWB (communication to Relay 3) point to point radio for backhaul of network.

BWP-E6

- Crime Eye CE-226 Custom Mounting hardware with 2 Samsung PNO-9080R Cameras
- 1- MH-T200-CCC-PoE-MWB (communication to Fiber) point to point radio.

BWP-E7

- Crime Eye CE-226 Custom Mounting hardware with 4 Samsung PNO-9080R Cameras
- 1- MH-T200-CCC-PoE-MWB (communication to Fiber) and 1 – MH-B100-CCS-PoE-MWB (communication to BWP-E1) point to point radio for backhaul of network.

All locations are assumed to have power provided by others, Convergent will install and provide a connection weather head or alternate connection method determined during project kickoff. In addition to the camera installation locations Convergent will be installing the following devices for relay of wireless signal from the poles to the backhaul radio location.

Relay 2

- 1 – MH-B100-CCS-PoE-MWB communicating to Relay 6
- 1 – MH-T200-CCC-PoE-MWB communicating to Relay 1
- Convergent will require power at this location to energize all devices. Enclosure for power provided by Convergent.

Relay 1

- 1 – MH-B100-CCS-PoE-MWB communicating to Relay 2
- 1 – MH-T200-CCC-PoE-MWB communicating to PoP
- Convergent will require power at this location to energize all devices. Enclosure for power provided by Convergent.

Relay 6

- 1 – MH-B100-CCS-PoE-MWB communicating to BWP-E4
- 1 – MH-T200-CCC-PoE-MWB communicating to Relay 2
- Convergent will require power at this location to energize all devices. Enclosure for power provided by Convergent.

Relay 3

- 1 – MH-B100-CCS-PoE-MWB communicating to BWP-E5
- 1 – MH-T200-CCC-PoE-MWB communicating to BWP-E4
- Convergent will require power at this location to energize all devices. Enclosure for power provided by Convergent.

Fiber Connection

- 2 – MH-B100-CCS-PoE-MWB
- This location is assumed to be the location of city fiber that will be accessible for installation.

- This location will have 2 – MH-B100-CCS-PoE-MWB Radios (communication to BWP-E6 and BWP-E7) for backhaul of network
- Convergent will require power at this location to energize all devices. Enclosure for power provided by Convergent.

Backhaul Radio Point (PoP)

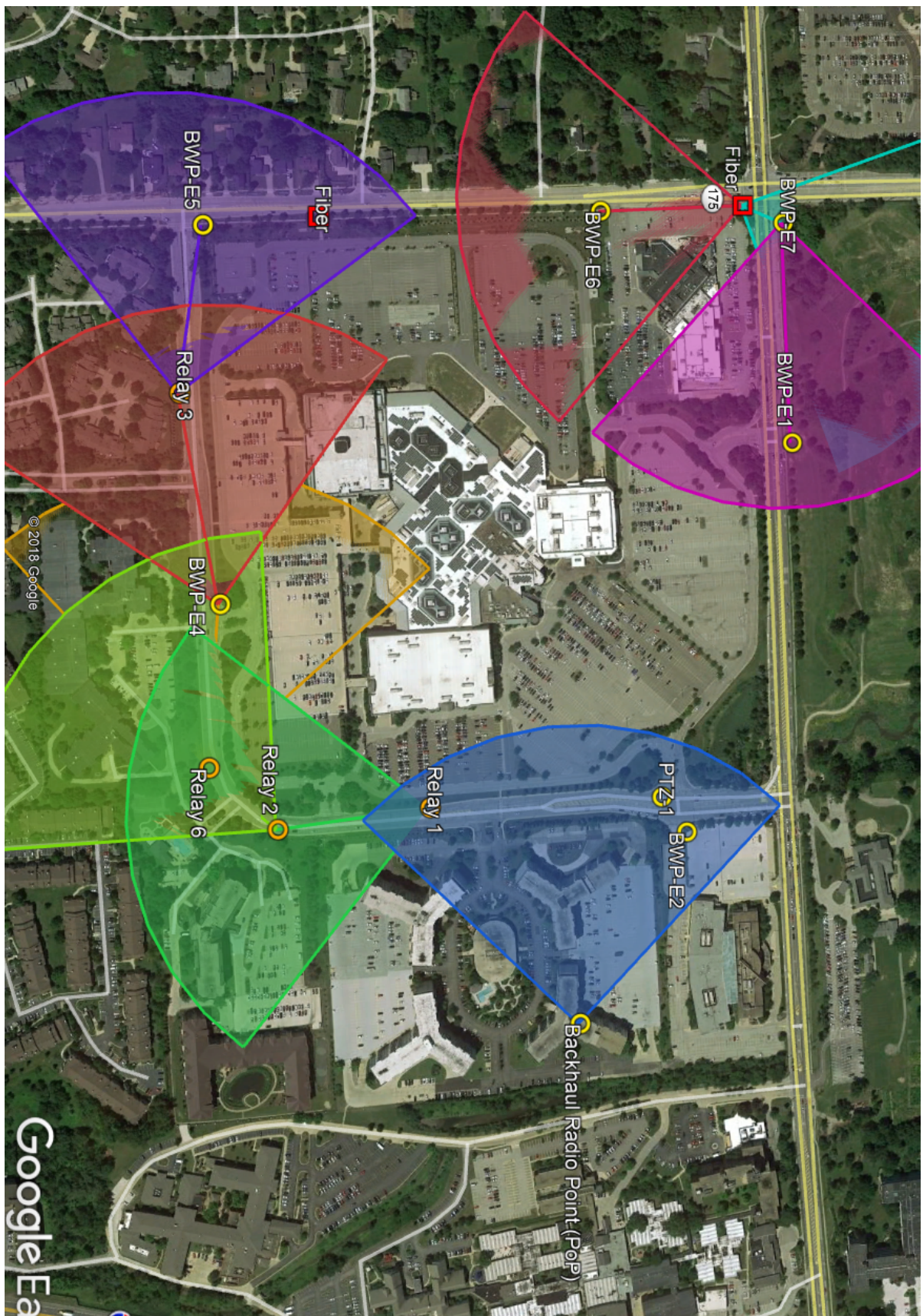
- 1 - MH-B100-CCS-PoE-MWB
- Backhaul Radio will be installed on the designated apartment building. This device will communicate to Relay 1, PTZ-1 and BWP-E2 devices
- Convergent will require power at this location to energize all devices. Enclosure for power provided by Convergent.

Qualifications/Clarifications

1. Convergent has included labor and cable for connection of the backhaul radio to the city network. Convergent is assuming the following for this cable run:
 - a. Cable run is less than 300 feet in total distance, no penetration of roof or floors are required, all cable to be ran with open air methods, no conduit or cable protection is required once inside the building.
2. Cameras will be installed and configured with basic motion and recording configurations. No custom motion or analytic programming has been included in the proposal.
3. Wireless infrastructure to be mounted on poles with the cameras and in the locations designated in the below design. Convergent will provide mounting structure on the roof of the buildings indicated in our design.
4. Connection of power will be completed at the time of camera installation to avoid downtime and return trips.
5. 1 duplex power outlet will be required at Relay 1, Relay 2, Relay 3, and Relay 6, Fiber and PoP locations. locations for connection of wireless equipment. In addition a secure enclosure is required to safely contain all equipment and electrical outlet. This enclosure is assumed to be provided by others.

Customer/ Third-Party Furnished Property and Services

1. 110VAC power including outlets or hard-wired circuits.
2. Traffic Control where required
3. Network infrastructure including but not limited to additional network drops, static IP addresses, network ports
4. Core drilling if required between floors.
5. Patching, painting and repair of finished surfaces.



Bill of Materials

Line	Qty	Part	Description	Unit Price	Extended Price
1	PTZ-1				
2	1.00	CE-RD2A	CE-RD2A Base System with power and mounting hardware (white enclosure) Cradlepoint 4-port Non-Wifi Router/Switch (No Antenna, No SIM) P5635-E 1080P camera and mount High Endurance microSDXC card 128GB Customer VMS - customer must Provide camera licenses with order 1TB NVR CAT5/6 Passthrough Custom reflective vinyl decal 11"H x 8.75" W (Vectord Artwork provided by customer)	\$ 12,075.29	\$ 12,075.29
3	13.00	Radio POE Enclosure	12x10x5 NEMA Enclosure with mounting plate & pole mount kit (Radio PoE & Power NOT Included) Surge Protection for Radios	\$ 642.10	\$ 8,347.30
4	Solution A BWP-E6				
5	1.00	CE-226 Custom Solution (A)	CE-226 Base Enclosure,w/ camera mounts, SDs, & Surge Protections, for (2) PNO-9080R Cameras,(2) Radios + Decal	\$ 12,106.03	\$ 12,106.03
6	2.00	PNO-9080R	IP IR BULLET CAMERA, 4K (12MP	\$ 1,072.37	\$ 2,144.74
7	Solution B BWP-E4, 5				
8	2.00	CE226 Custom Solution (B)	CE-226 Base Enclosure,w/ camera mounts, SDs, & Surge Protections, for (3) PNO-9080R Cameras,(2) Radios + Decal	\$ 13,078.71	\$ 26,157.42
9	6.00	PNO-9080R	IP IR BULLET CAMERA, 4K (12MP	\$ 1,072.37	\$ 6,434.22
10	Solution C BWP-E1, 2, 7				
11	3.00	CE-226 Custom Solution (C)	CE-226 Base Enclosure,w/ camera mounts, SDs, & Surge Protections, for (4) PNO-9080R Cameras,(2) Radios + Decal	\$ 14,051.38	\$ 42,154.14
12	12.00	PNO-9080R	IP IR BULLET CAMERA, 4K (12MP	\$ 1,072.37	\$ 12,868.44
13	Salient Licenses				
14	21.00	SAL-CEI	CompleteView ENT 01ch	\$ 200.00	\$ 4,200.00
15	21.00	SAL-YE5	CV Ent YUP 5yr	\$ 119.00	\$ 2,499.00
16	Wireless Radios				
17	9.00	MH-B100-CCS-PoE-MWB	MultiHaul™ BU, 90°, 500Mbps upgradable to 1800Mbps, 2 RJ-45 & 1 SFP (1 port PSE enabled), MK & PoE injector included, IP-65, White	\$ 1,478.29	\$ 13,304.61
18	11.00	MH-T200-CNN-PoE-MWB	MultiHaul™ TU, 90°, base rate 100Mbps upgradable to 1000Mbps, 1 RJ-45 with PSE (2 ports PSE enabled), MK & PoE injector included, IP-65, White	\$ 586.86	\$ 6,455.46
19	20.00	EH-SRG	Ethernet/PoE Surge Protector (indoor)	\$ 92.86	\$ 1,857.20
20	9.00	SR-AR-3Y-MH-B	SikluCare "Gold" Service&Support Plan - Advance Replacement - 3 Years. Including Extended Warranty cost. (MHB100)	\$ 369.57	\$ 3,326.13
21	11.00	SR-AR-3Y-MH-T	SikluCare "Gold" Service&Support Plan - Advance Replacement - 3 Years. Including Extended Warranty cost. (MHT200)	\$ 174.57	\$ 1,920.27
22	Storage Server				

Line	Qty	Part	Description	Unit Price	Extended Price
23	1.00	BCD214-ARA-210-100T-10	ENTERPRISE APOLLO 2U 14-BAY RACKMOUNT VIDEO RECORDING SERVER (2) SILVER 4110 100TB	\$ 19,142.36	\$ 19,142.36

Equipment Total	\$ 174,992.61
Total Labor	\$ 59,059.20
Freight	\$ 3,384.23
Tax (if applicable)	\$ 13,536.91
Total Project Price	\$ 250,972.95

Convergent Customer Support Plan (CSP)			Program Duration:	<input type="checkbox"/> 3 year	<input type="checkbox"/> 5 year
	Year 1	Year 2	Year 3	Year 4	Year 5
Total Agreement Charges per Year	\$17,517.40	\$23,815.00	\$23,815.00	\$23,815.00	\$23,815.00
What does a CSP cover?	Fully comprehensive component and labor coverage for the quoted system. Priority Emergency Service Response (4 hours) Priority non-emergency service response Defective Materials Repair & Replacement (labor, extended hours) Online Support One preventative maintenance visit per year Priority response on all service requests. iCare executive with metrics and custom reporting for all service work orders. Annual Care Review.				
Service Rates	Normal		After Hours		Premium
T&M Rate with Signed CSP	\$115.00		\$172.50		\$230.00
Non CSP T&M Rates	\$130.00		\$195.00		\$260.00
Additional Labor notes	<ul style="list-style-type: none">T&M work will be subject to a two (2) hour minimum.After Hours and Premium work will be subject to a four (4) hour minimum.Service plan is quoted as a Tier 1 service, alternate service options are available upon request.Per year pricing is based on multiyear purchase of a CSP. If less than 3 years is desired pricing may be subject to annual rate increases.				
Payment Schedule	The CSP will be invoiced Annually.				
Exclusions	Hardware not replaced or installed by Convergent Acts of God, misuse and/or vandalism Lift or bucket truck rental				

Total Project Investment:

\$ 250,972.95

Please initial next to the desired service plan duration

_____ 3 Year Service Plan

_____ 5 Year Service Plan

_____ Other (please fill in duration) _____

Thank you for considering Convergent Technologies for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,

TJ Ammond

Convergent Technologies

TJ Ammond

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

Craig Kaufman

January 8, 2019

Customer Name (Printed)

Date

Authorized Signature

Title

Throughout this Installation Proposal, the term, "Convergent" refers to the Convergent Technologies' affiliate operating in the state/province in which the work is being performed, specifically, "Convergent Technologies LLC" or "Convergent Technologies LTD".

SECTION 1. THE WORK

This Installation Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Installation Proposal commences on the Start Date as specified in the attached scope of work, and represents the entire agreement between Convergent and Customer (the "Agreement") and it may only be amended by a written document signed by both Convergent and Customer. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

Convergent agrees in accordance with the mutually agreed project schedule:

- To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
- To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
- Secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work; and
- Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergent:

- To promptly approve submittals provided by Convergent;
- To provide access to all areas of the facility which are necessary to complete the Work;
- To supply suitable electrical service as required by Convergent; and
- That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period of time from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.

SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the material listed based on Convergent's interpretation of plans and specifications unless noted otherwise. Additional equipment, unless negotiated prior to order placement, will be billed accordingly. Sales taxes, (and in Canada GST/PST) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

SECTION 3. INVOICE REMITTANCE AND PAYMENT

Customer agrees to pay Convergent fifty (50%) percent of the total price as a mobilization fee at the time of executing this Agreement.

If the Work is performed over more than a month, Convergent will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergent as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergent in full after the Work has been performed within thirty (30) days of the date of being invoiced. Invoices shall not include or be subject to a project retention percentage. If Customer is overdue in any payment to Convergent, Convergent shall be entitled to suspend the Work until paid, and charge Customer an interest rate 1 and 1/2% percent per month, (or the maximum rate permitted by law), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergent costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

SECTION 4. WARRANTY

Convergent provides the following warranty to the Customer:

For the period of one (1) year, commencing at the earlier of substantial completion of the Work, or first beneficial use, ("Warranty Period"):

- That Work performed under this Agreement will be of good quality;
- That all equipment will be new unless otherwise required or permitted by this Agreement;
- That the Work will be free from defects not inherent in the quality required or permitted; and
- That the Work will conform to the requirements of this Agreement.

The Customer's sole remedy for any breach of this warranty is that Convergent shall remove, replace and/or repair at its own expense any defective or improper Work, discovered within the Warranty Period, provided Convergent is notified in writing of any defect within the Warranty Period.

Any equipment or products installed by Convergent in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Convergent hereby assigns to Customer without recourse to Convergent. Upon request of Customer, Convergent will use all reasonable efforts to assist Customer in enforcing any such third party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Convergent, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergent may request changes in the Work. Any changes to the Work and any adjustment to the Agreement Price or the time for completion of the Work shall be in writing signed by both Customer and Convergent. If Customer orders any additional work or causes any material interference with Convergent's performance of the Work, Convergent shall be entitled to an equitable adjustment in the time for performance and in the Agreement Price, including a reasonable allowance for overhead and profit.

SECTION 6. FORCE MAJEURE

Neither Customer nor Convergent shall be responsible or liable for, shall incur expense for, or be deemed to be in breach of this Agreement because of any delay in the performance of their respective obligations pursuant to this Agreement due solely to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay, provided that the party experiencing the delay shall promptly give written notification to the other party within five (5) days after such party has learned of the Force Majeure. A Force Majeure event shall include, but not be limited to: accident, fire, storm, water, flooding, negligence, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or Convergent Technologies' Install Terms & Conditions

lighting. If performance by either party is delayed due to Force Majeure, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any Services required by Convergent due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.

SECTION 7. INSURANCE

Convergent shall have the following insurance coverage during the term of this Agreement, and shall provide certificates of insurance to the Customer prior to beginning work hereunder:

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence /aggregate
Commercial General Liability	\$1,000,000 per occurrence/aggregate
	\$2,000,000 general aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	\$4,000,000 per occurrence/aggregate

All insurance policies carried by Convergent hereunder shall be primary to and noncontributory with the insurance afforded to Customer, and shall name the Customer as "additional insured", with respect to liability arising out of work performed by Convergent, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergent, pursuant to the terms of this Agreement. Convergent shall provide to the Customer no less than thirty (30) days notice prior to the termination or cancellation of any such insurance policy.

SECTION 8. INDEMNIFICATION

Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses, (including, but not limited to, reasonable attorney's fees), attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by: a) the negligent or willful acts or omissions of Convergent or Convergent's employees or subcontractors while on Customer's site, or b) the malfunction of the equipment supplied by Convergent, or c) Convergent's breach of this Agreement.

IN NO EVENT SHALL EITHER CONVERGENT OR CUSTOMER BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CONVERGENT BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO CONVERGENT.

It is understood and agreed by the parties hereto that Convergent is or may be providing monitoring and or intrusion products which are designed to provide notification of certain events but are not intended to be guarantees or insurers against any acts for which they are supposed to monitor or inform. As required by the monitoring and intrusion industry and the manufacturers thereof, Convergent's indemnification obligation pursuant to Section 8 herein, does not apply to the extent the loss indemnified against is caused by any monitoring or intrusion product or software provided by but not manufactured by Convergent. Convergent shall have no liability to Customer for any losses to the extent such losses are caused by the monitoring or intrusion product or software. Customer shall indemnify, defend, and hold harmless Convergent, from and against all claims, lawsuits, damages, losses and expenses by persons not a party to this Agreement, but only to the extent caused by such monitoring or intrusion product or software provided by but not manufactured by Convergent.

SECTION 9. COMPLIANCE WITH LAW, EEO & SAFETY

This Agreement shall be governed and construed in accordance with the laws of the state/province in which the Work is being performed. Convergent agrees to comply with all laws and regulations relating to or governing the Work. Convergent agrees to comply with all reporting requirements imposed by law or this Agreement. Convergent shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergent prior to beginning work.

In the event that Convergent discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where the Work is to be performed, Convergent is entitled to stop the Work at that facility if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergent. Convergent in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's facility. Convergent shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's facility. Customer shall indemnify and hold harmless Convergent from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials, or unsafe working conditions at Customer's facility.

SECTION 10. DISPUTES

In the event of any dispute between Convergent and Customer, Convergent and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, then the dispute shall be subject to and decided by mediation or arbitration. Such mediation or arbitration shall be conducted in accordance with the Construction Industry Mediation or Arbitration Rules of the American Arbitration Association currently in effect and shall be a final binding resolution of the issues presented between the parties.

SECTION 11. MISCELLANEOUS

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Convergent may assign this Agreement to any of its parents, subsidiary or affiliated companies or any entity majority owned by Convergent.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer or Convergent and delivered to the non-waiving party according to the notice provision herein. No waiver by Customer or Convergent shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver.

The Sections regarding invoicing, warranty and indemnity shall survive the termination of this Agreement.

Convergent Technologies' Terms & Conditions

1. Throughout this CSP Proposal, the term, "Convergent" refers to the Convergent Technologies' affiliate operating in the state/province in which the work is being performed, specifically, "Convergent Technologies LLC", "Convergent Technologies LP" or "Convergent Technologies LTD".
2. This CSP Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the services set forth in the attached scope of work ("Services"). The signed CSP Proposal represents the entire agreement between Convergent and Customer (the "Agreement") and may only be amended by a written document signed by both Convergent and Customer. The term of this Agreement will begin on the Services commencement date as specified in the attached scope of work ("Start Date") and continue for the period of time as specified in the attached scope of work ("Duration"). At the end of the Duration of this Agreement, the Agreement will renew automatically from year to year until terminated by either party with written notice to the other party thirty (30) days prior to the renewal date. Convergent reserves the right to modify the annual CSP Program Cost with notice to Customer prior to the end of any term of this Agreement. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.
3. This Agreement assumes the systems covered are in maintainable condition. If repairs are found necessary upon initial inspection by Convergent, a separate proposal for repair will be submitted for approval. Should this separate proposal be declined, all non-maintainable items will be removed from this Agreement and the CSP Program Cost adjusted accordingly.
4. Customer agrees to no cost to Convergent:
 - a. To provide access to all areas of the facility for the equipment identified in and/or relating to the List of Covered Equipment (as specified in the attached scope of work);
 - b. To supply electrical service as required by Convergent; and
 - c. That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period of time from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.
5. It is understood that repair, replacement and emergency service provisions apply only to the systems and equipment covered by this Agreement and identified in the List of Covered Equipment. Repair or replacement of non-maintainable parts of the systems such as, but not limited to, unit cabinets, insulating materials, electrical wiring, structural supports and other non-moving parts, is not included in this Agreement.
6. If UL Listed Monitoring is purchased, Customer shall be required to provide the account setup information contained in the Convergent Technologies Monitoring Service Agreement. Customer will also be required to execute the Convergent Technologies Monitoring Service Agreement prior to the implementation of monitoring service.
7. In the event that the systems, equipment or components included in the List of Covered Equipment are modified, repaired, have a peripheral device attached to them, or are adjusted (hardware or software) by someone other than a Convergent representative after the Start Date of this Agreement (hereinafter "Modification Event"), Convergent shall have the right to exercise any or all of the following options in response to this Modification Event:
 - a. Require that the Covered Equipment impacted by the Modification Event be subject to reacceptance testing by Convergent;
 - b. Require removal of the Covered Equipment impacted by the Modification Event from the List of Covered Equipment, so that the Services hereunder will not apply to such equipment;
 - c. Require termination of this Agreement upon thirty (30) days notice to Customer, at Convergent's option.
8. In the event that Convergent discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where such Services are to be performed, Convergent is entitled to stop providing its Services at that facility if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergent. Convergent, in its sole discretion, shall determine when it is "safe" to return to providing its Services at Customer's facility. Convergent shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's facility. Customer shall indemnify and hold harmless Convergent from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials, or unsafe working conditions at Customer's facility.
9. Neither Customer nor Convergent shall be responsible or liable for, shall incur expense for, or be deemed to be in breach of this Agreement because of any delay in the performance of their respective obligations pursuant to this Agreement due solely to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay, provided that the party experiencing the delay shall promptly give written notification to the other party within five (5) days after such party has learned of the Force Majeure event. A Force Majeure event shall include, but not be limited to: accident, fire, storm, water, flooding, negligence, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting. If performance by either party is delayed due to a Force Majeure event, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any Services required by Convergent due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.
10. This Agreement shall be governed and construed in accordance with the laws of the state/province in which the Services are being performed.
11. Customer agrees to pay the amount due to Convergent as invoiced, within thirty (30) days of the date of such invoice. If Customer is overdue in its payment to Convergent, Convergent has the right to suspend performing the Services hereunder, and charge an interest rate of 1 and 1/2% percent per month, (or the maximum rate permitted by law), and may avail itself of any other legal or equitable remedy. Sales taxes, (and in Canada

Version 1.08 November 2015

GST/PST) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

12. Any equipment or products installed by Convergent in the course of providing the Services hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Convergent hereby assigns to Customer without recourse to Convergent. Upon request by Customer, Convergent will use all reasonable efforts to assist Customer in enforcing any such third party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Convergent, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.
13. Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses, (including, but not limited to, reasonable attorney's fees), attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by: a) the negligent or willful acts or omissions of Convergent or Convergent's employees or subcontractors while on Customer's site, or b) the malfunction of the equipment supplied by Convergent, or c) Convergent's breach of this Agreement.
IN NO EVENT SHALL EITHER CONVERGENT OR CUSTOMER BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CONVERGENT BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO CONVERGENT.
It is understood and agreed by the parties hereto that Convergent is or may be providing monitoring and or intrusion products which are designed to provide notification of certain events but are not intended to be guarantees or insurers against any acts for which they are supposed to monitor or inform. As required by the monitoring and intrusion industry and the manufacturers thereof, Convergent's indemnification obligation pursuant to Section 13 herein, does not apply to the extent the loss indemnified against is caused by any monitoring or intrusion product or software provided by but not manufactured by Convergent. Convergent shall have no liability to Customer for any losses to the extent such losses are caused by the monitoring or intrusion product or software. Customer shall indemnify, defend, and hold harmless Convergent, from and against all claims, lawsuits, damages, losses and expenses by persons not a party to this Agreement, but only to the extent caused by such monitoring or intrusion product or software provided by but not manufactured by Convergent.
14. Convergent shall have the following insurance coverage during the term of this Agreement, and shall provide certificates of insurance to the Customer prior to beginning work hereunder:

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence /aggregate
Commercial General Liability	\$1,000,000 per occurrence
	\$2,000,000 general aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	\$4,000,000 per occurrence/aggregate

All insurance policies carried by Convergent hereunder shall be primary to and noncontributory with the insurance afforded to Customer, and shall name the Customer as "additional insured", with respect to liability arising out of work performed by Convergent, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergent, pursuant to the terms of this Agreement. Convergent shall provide to the Customer no less than thirty (30) days notice prior to the termination or cancellation of any such insurance policy.
15. In the event of any dispute between Convergent and Customer, Convergent and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, then the dispute shall be subject to and decided by mediation or arbitration. Such mediation or arbitration shall be conducted in accordance with the Construction Industry Mediation or Arbitration Rules of the American Arbitration Association currently in effect and shall be a final binding resolution of the issues presented between the parties.
16. Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Convergent may assign this Agreement to any of its parents, subsidiary or affiliated companies or any entity majority owned by Convergent.
17. Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown. All notices shall be effective upon receipt by the party to whom the notice was sent.
18. A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer or Convergent and delivered to the non-waiving party according to the notice provision herein. No waiver by Customer or Convergent shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver.
19. Sections regarding invoicing, warranty and indemnity shall survive the termination of this Agreement.

Version 1.08 November 2015

CITY OF BEACHWOOD

INTER-OFFICE COMMUNICATION

TO: Martin Horwitz, Mayor
FROM: Larry Heiser, Finance Director, Craig Kaufman, IT Manager
DATE: 02/11/2019
SUBJECT: An Ordinance authorizing the Mayor to enter into a Contract with Nexgen Integration LLC for the installation of cameras and network video recorders for the Cedar Road Area Camera Project; and declaring this to be an urgent measure

In October of 2018, the City requested formal bids for the Mall Camera Project. In response, three (3) bids were received. Two (2) of the three (3) bids did not comply with the specifications. One (1) of the two (2) bidders failed to follow the required wireless layout included within the specifications. Another bidder sourced hardware that was flagged by Homeland Security as posing a potential security risk. Therefore, the City determined to reject all bids and start over by requesting informal quotes given the specialized nature of the project and since some of the hardware could be purchased at state bid prices or better.

The City requested new quotes from two (2) of the three (3) firms who initially submitted bids and clarified that the certain hardware flagged by Homeland Security did not meet the specifications. The City also received one (1) additional quote from a new company that expressed interest in the project. In addition, the City obtained a quote for just hardware from Citywide Solutions with pricing at state bid terms or better. After looking over all the quotes received, I am recommending the City accept the proposal from Nexgen and Citywide Solutions Inc.

The quotes received from all three (3) bidders are attached. It is my recommendation that we split the project between Nexgen and Citywide Solutions Inc. Nexgen will be supplying the installation of the cameras and the NVRs at a price of \$96,616.00. The cameras will be supplied by Citywide Solutions Inc. at a cost of \$20,957.00. I would also request a contingency of \$8,000.00 to project for unforeseeable circumstances. This will bring the total cost of the project to \$125,573.00.

These items have been budgeted for in the 2018 budget

Feel free to contact me with any questions.

INTRODUCED BY:

ORDINANCE NO. 2019-31

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH NEXGEN INTEGRATION LLC FOR THE INSTALLATION OF CAMERAS AND NETWORK VIDEO RECORDERS FOR THE CEDAR ROAD AREA CAMERA PROJECT, WAIVING COMPETITIVE BIDDING; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, in October 2018, the City requested bids for the Cedar Road Area Camera Project; and

WHEREAS, three (3) bids were received and subsequently rejected due to non-compliance with specifications, failure to follow the required wireless layout included within the specifications, and including sourced hardware that was flagged by Homeland Security as posing a potential security risk; and

WHEREAS, after the bids were rejected, the City obtained informal quotations from three (3) bidders for a revised scope that only included the installation of cameras and network video recorders; and

WHEREAS, the City was able to secure, purchasing directly, the cameras at government contract pricing or better; and

WHEREAS, Council now desires to enter into a Contract for the installation of cameras and network video recorders with Nexgen Integration LLC in an amount not to exceed One Hundred Four Thousand Six Hundred Sixteen Dollars and No/ Cents (\$104,616.00); and

WHEREAS, the not to exceed amount of One Hundred Four Thousand Six Hundred Sixteen Dollars and No/ Cents (\$104,616.00) includes Nexgen Integration LLC's base bid of Ninety Six Thousand Six Hundred Sixteen Dollars and No/Cents (\$96,616.00), plus a recommended contingency amount of Eight Thousand Dollar and No/Cents (\$8,000.00) for unforeseeable expenses.

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

Section 1: Based upon the recommendation of the Finance Director and IT Manager, the Mayor is hereby authorized to waive competitive bidding and enter into a Contract with Nexgen Integration LLC for the installation of cameras and network video recorders in a total amount not to exceed One Hundred Four Thousand Six Hundred Sixteen Dollars and No/ Cents (\$104,616.00), which includes an Eight Thousand Dollar and No/Cents (\$8,000.00) contingency for unforeseen expenses.

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 declared to be an urgent measure which is immediately necessary for the preservation of the public peace, health or safety or the efficient operation of the City, and for the further reason that it is necessary to install the cameras and network video recorders as quickly as possible; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

ORDINANCE NO. 2019-31

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 19th day of February, 2019 and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 20th day of February, 2019.

Clerk

Approval: I have approved this legislation this 20th day of February, 2019 and filed it with the Clerk.

Mayor

Vendors

Nexgen	Installation	\$96,616.00	
Citywide	Cameras	\$20,957.00	
TOTAL			\$117,573.00

NWOSS	Installation & Cameras	\$198,500.00
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Convergint	Installation & Cameras	\$250,972.95
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Proposal

Craig Kaufman
City of Beachwood
25325 Fairmount Blvd.
Beachwood, OH, 44122

January 10, 2019
Proposal # 19-9125

General Overview

This proposal is being furnished to provide and install MRSE (mobile remote surveillance enclosure) units, with customer provided cameras, and provide and install the connectivity requirements for the Cedar Area Camera Project, Beachwood Ohio.

Under this proposal a total of (7) custom configured pole mounted MRSE (mobile remote surveillance enclosure) units will be provided and installed. A breakdown of the individual MRSE configurations is provided below. There will be (6) MRSE units installed on existing Signal Poles selected by The City of Beachwood. There are no signal poles at the location for enclosure E6. The E6 enclosure will be installed on the existing street utility pole near the entry as indicated on the drawings provided by The City of Beachwood All approvals required for use of the existing Signal and Utility Poles will be provided by the City of Beachwood.

Each MRSE location requires a 120-volt power source. Under this proposal it is intended to utilize power from the existing signal control box at all locations but E6 which would use the utility grid power source. A new circuit will be installed from the control box to the pole location through the existing conduits to the pole. This work is included and would be performed by a local Electrical Contractor under sub-contract. No additional conduits, trenching, are boring is included with work limited to utilization of the existing conduits. Nexgen will use a Locally Certified Signal Worker for all work and supervision of work at the signal poles.

All installation locations will be per the plans and specifications provided by The City of Beachwood. All cameras required will be provided by The City of Beachwood and will be shipped to the Nexgen Integration LLC facilities for incorporation into the MRSE units. All customer provided cameras, wireless radios, power supplies, internal network modules, and surge protection devices will be included in the MRSE units as a single pre-fabricated unit.

Communication connectivity from the MRSE units to City Hall will be via the existing Fiber Optic Cable owned by the City of Beachwood from the tower located on the rooftop of the Hamptons Apartments. The MRSE units include 450 Mb secured wireless connections between enclosure and to the rooftop Gateway Radios to allow multiple enclosures to be tied to a single Fiber Optic connection point. Under this proposal (1) primary fiber connection points would be used at City Dmark enclosure on the top floor of the Hamptons Apartments.

There will be (3) 120 Degree Gateway radios provided and installed on the existing tower of the Hamptons Apartments. All cabling from the gateway radios to the top floor Dmark enclosure will be provided and installed under this proposal. An additional enclosure, if required, will be installed adjacent to the City Dmark box to house the POE and Data Modules for the Gateway radios. The City of Beachwood is responsible for providing 120 Volt source power at the City Dmark location. A compact 5 port gigabit switch will be provided for consolidation of the gateway radios to a single point connection and will be installed in the adjacent enclosure.

Included in this proposal is the required Fiber Optic equipment and patch cables for (1) single fiber transceiver (field side) and (1) transceiver (City Hall). Termination, labeling, and testing of the fiber optic cables at the Hamptons Apartments Dmark and City Hall is to be provide by the City of Beachwood or others and is not included as part of this proposal. Each location should be furnished with a fiber break-out box or bulkhead panel to allow the fiber modules to be directly patched to the existing fiber optic cable connections.

Nexgen will provide and install (2) Salient 32 Channel Digital Video Recorders (DVR) for long term storage of video recordings. The DVR units will have 32TB of storage and include the required camera licensing. The DRU will be located at City Hall. Cable required Closet to Closet or additional internal network connection at City Hall is to be provided by others and is not included in the proposal.

Warranty and PM Services

All equipment and services provided by Nexgen Integration LLC under this proposal includes a 2-year replacement and labor warranty on the equipment and craftsmanship along with PM services for 2 years. The DVR units carry a 3 year Equipment Replacement Warranty and 3 year factory support and updates services. All warranties for the customer provided cameras are the responsibility of the City of Beachwood and are not included as part of this proposal.

PM services include (2) PMC services on the entire system, inclusive of the customer provided equipment, annually with a total of (4) PM services during the 2-year warranty period. PM services include cleaning of all camera lenses, verification of radio signal strengths and connectivity, recording verification, and all general maintenance items required for the system. Complete reports of all equipment functions and or services provided to be submitted upon completion of each PMCS,

Equipment License and Compatibility

The proposed DVRs include the required license fees (one-time charge / 32 connection) for connection between the cameras and DVR for recording and the Salient VMS.

Implementation and Installation

Formal schedule to be determined and approved by the City of Beachwood upon award.

Final delivery schedule to be outlined in a project kick-off meeting with The City of Beachwood upon award.

All network and connectivity information to be gathered after award. The entire system(s) will be fabricated, programmed, and 48 -hour burn-in tested in the Nexgen Integration LLC PITCO facilities prior to installation.

All equipment, lifts, tools, installation hardware, freight, fabrication requirements, installation labor, travel expenses and sales taxes, if applicable, are included as part of this proposal for a complete end to end installation.

All Warranty Cost, if any, Preventative Maintenance Cost, and all other Installation and Implementation Cost required have been included in the proposal.

All required Insurance and Permits are included in the proposal.

MRSE configuration breakdown

BWP- #E1	(2) customer provided Fixed, IR, Vari-focal 4K IP Bullet, and (2) customer provided Fixed, IR, Vari-focal 4KVandal Dome w/ SD storage, (2) N5-5AC Nano Radio, (1) Blue-light Indicator, 12 VDC 10Amp Power supply, 5 Port Data switch, POE Modules, Input and Output Breakers, Input power surge protector, Enclosure and Mounting Hardware.
BWP- #E2	(2) customer provided Fixed, IR, Vari-focal 4K IP Bullet, and (2) customer provided Fixed, IR, Vari-focal 4KVandal Dome w/ SD storage, (2) N5-5AC Nano Radio, (1) Blue-light Indicator, 12 VDC 10Amp Power supply, 5 Port Data switch, POE Modules, Input and Output Breakers, Input power surge protector, Enclosure and Mounting Hardware.
BWP- PTZ (E3)	(1) customer provided 4K, 36X PTZ Assembly w/ SD storage, (1) N5-5AC Nano Radio, (1) Blue-light Indicator, 12 VDC 10Amp Power supply, 5 Port Data switch, POE Modules, Input and Output Breakers, Input power surge protector, Enclosure and Mounting Hardware.
BWP- #E4	(2) customer provided Fixed, IR, Vari-focal 4K IP Bullet, and (1) customer provided Fixed, IR, Vari-focal 4KVandal Dome w/ SD storage, (2) N5-5AC Nano Radio, (1) Blue-light Indicator, 12 VDC 10Amp Power supply, 5 Port Data switch, POE Modules, Input and Output Breakers, Input power surge protector, Enclosure and Mounting Hardware.
BWP- #E5	(2) customer provided Fixed, IR, Vari-focal 4K IP Bullet, and (1) customer provided Fixed, IR, Vari-focal 4KVandal Dome w/ SD storage, (2) N5-5AC Nano Radio, (1) Blue-light Indicator, 12 VDC 10Amp Power supply, 5 Port Data switch, POE Modules, Input and Output Breakers, Input power surge protector, Enclosure and Mounting Hardware.
BWP- #E6	(2) customer provided, IR, Vari-focal 4K IP Bullet , (2) N5-5AC Nano Radio, (1) Blue-light Indicator, 12 VDC 10Amp Power supply, 5 Port Data switch, POE Modules, Input and Output Breakers, Input power surge protector, Enclosure and Mounting Hardware.
BWP- #E7	(2) customer provided Fixed, IR, Vari-focal 4K IP Bullet, and (2) customer provided Fixed, IR, Vari-focal 4KVandal Dome w/ SD storage, (2) N5-5AC Nano Radio, (1) Blue-light Indicator, 12 VDC 10Amp Power supply, 5 Port Data switch, POE Modules, Input and Output Breakers, Input power surge protector, Enclosure and Mounting Hardware.

Hamptons Apartment Tower Equipment Breakdown

Gateway Radios	(3) LAP-120 Nano AP Sector 5.8 MHz Secured Wireless Gateway Radio Access Point, (1) NEMA 4/12 Lockable enclosure, (1) 12 VDC 10 Amp Power supply, (3) POE Injector Block, (1) 5 port Gigabit Switch, (1) 120-volt Source Power Surge Protector.
Mounting Hardware	(3) Gateway Radio Tower mount bracket assembly
Cable requirements	(3) Outdoor / Direct Burial Cat 5e UTP Cables between radios and Dmark box.
F/O transceivers -	(1) Gigabit single fiber transceiver

City Hall Equipment Breakdown

DVR/ Server -	(2) BL32T3C Salient 32 Channel Network Recorder, 32 TB storage, 32 camera licenses. W7 Pro OS
F/O transceivers -	(1) Gigabit single fiber transceiver
Salient License -	(2) One- time 32 channel camera / service license included.
Software -	Existing Salient VMS to be used for system(s) management and administration.

Proposal Pricing Breakdown

Cameras and Recorder

Qty	Part#	Disc	Price Each	Extended Price
12	PNV9080R	Hanwha 12MP Bullet Camera	\$ Customer provided	
8	PNO9080	Hanwha 12MP Dome	\$ Customer provided	
1	PNP-9200	Hanwha 4K PTZ	\$ Customer provided	
2	Powerpro 32/32	Salient 32CH/32TB NVR	\$11,845.00	\$ 23,690.00
Sub-total				\$ 23,690.00

Wireless Equipment

Qty	Part#	Disc	Price Each	Extended Price
1	LOT	Enclosure Radios	\$ 1,260.00	\$ 1,260.00
1	LOT	Hampton Apt Radios	\$ 1,680.00	\$ 1,680.00
Sub-total				\$ 2,940.00

System Enclosures (qty 7)

Pre-fabricated, breakers, terminals, power supply, data switch, blue-lights, Vents, Filters, pole adaptor

Qty	Part#	Disc	Price Each	Extended Price
1	LOT	System Enclosures	\$ 22,770.00	\$ 22,770.00
Sub-total				\$ 22,770.00

Fiber Equipment

Qty	Part#	Disc	Price Each	Extended Price
1	LM2SC/G	Single Fiber transceiver set	\$ 418.00	\$ 418.00
1	Lot	Fiber Patch Cables	\$ 64.00	\$ 64.00
Sub-total				\$ 482.00

Cable, Hardware, Junction boxes, connectors, misc.

All cable, connectors, hardware, J boxes, and consumables for Signal Poles / Hampton Apartments

Qty	Part#	Disc	Price Each	Extended Price
1	LOT	Cable, connectors, hardware	\$ 2,086.00	\$ 2,086.00
Sub-total			\$ 2,086.00	

Total All Equipment, cable, hardware \$ 51,968.00

Labor / Freight

Pre-fab, Installation, PM Services, Warranty, Travel, Lifts, Permits, Freight

Qty	Part#	Disc	Price Each	Extended Price
1	NX-LBR	Labor / Install / Services	\$ 44,648.00	\$ 44,648.00

Total All Labor \$ 44,648.00

Total Price Equipment \$ 51,968.00

Total Price Labor \$ 44,648.00

Total Price \$ 96,616.00

Special Conditions:

NOTE: This proposal may be withdrawn by us if not accepted within 60 days. All Equipment and craftsmanship provided under this proposal has a full 2 -year labor and replacement Warranty. Project billing of 35/35/30 applies with 35% due at signing Net 15 days, 35% upon delivery of all equipment to site Net 15 days and 30% on completion of project Net 30 days. All other standard terms and conditions of Nexgen Integration LLC apply and are attached with this proposal.

Accepted By:

Name: _____

Signature: _____

Date: _____

Proposed By:

Name: Chris Nickelson

Signature: Chris Nickelson

Date: 1/10/2019



Citywide Solutions Inc
 PO Box 310
 Dublin, OH 43017
 (844)395-4101
 mike@citywidesolutionsinc.com
 www.citywidesolutionsinc.com

Estimate

ADDRESS

A.J. Allen
 City of Beachwood
 PO Box 22659
 Beachwood, OH 44122

SHIP TO

A.J. Allen
 City of Beachwood
 23355 Mercantile Road
 Beachwood, OH 44122

ESTIMATE #	DATE	
4186	01/28/2019	

DATE	ACTIVITY	QTY	RATE	AMOUNT
01/28/2019	Misc Supplies Hanwha XNV-8080R -5MP IR Outdoor Dome WiseNet X Powered by WiseNet 5 Network IR Outdoor Vandal Dome Camera 5MP @30fps WDROff/On Motorized Vari-Focal Lens 2.4x (3.9~9.4mm) (92.1 ~38.7) H.265/H.264/MJPEG WiseStrea	12	892.00	10,704.00T
01/28/2019	Misc Supplies Hanwha XNO-8080R - 5MP IR Bullet WiseNet X Powered by WiseNet 5 Network IR Outdoor Bullet Camera Back Box 5MP @30fps WDR Off/OnMotorized Vari-Focal Lens 2.4x (3.7~9.4mm) (100.2 ~38.7)	8	892.00	7,136.00T
01/28/2019	Freight Freight with insurance to :Arnold, MO Zip code 63010.	1	175.00	175.00T
01/28/2019	Misc Supplies PNP-9200RH; Network 656ft (200m) IR PTZ Camera 4K (8MP) @ 30fps Triple Codec H.265/H.264/MJPEG with WiseStream Tech Motorized 20x Opt Zoom 120dB WDR Mech Anti-Vib Auto Tracking True D/N 24VAC IP66 IK10	1	2,942.00	2,942.00T

SUBTOTAL 20,957.00
 TAX (0%) 0.00
TOTAL \$20,957.00

Accepted By

Accepted Date



Northwestern Ohio Security Systems, Inc.

Proposal Number: 8164-1-0

Date: November 30, 2018

Project

Hanwha cameras city of Beachwood

Prepared for:

Prepared by:

Andrew Dominick

Salesperson

NWoss

(800) 833-6416

dominicka@nwoss.com

Please visit us at:
www.NWoss.com



Scope Of Work

Customer Details:

Site: 25325 Fairmount Blvd Beachwood, OH 44122

Billing:

Contact:

City of Beachwood Video Surveillance for the Beachwood Mall

NWOSS proposes to provide a turnkey video surveillance system for the Beachwood Mall. The basis of the system is a Salient video management system with Hanwha 12MP bullet cameras linked by Siklu wireless radios back to the Hamptons Luxury Apartments.

Summary of equipment:

- NWOSS is providing the Hanwha 12 MP PNO-9080R bullet camera mounted on the enclosure.
- For the PTZ, NWOSS is providing the Hanwha XNP-6320H 1080p with 32x zoom mounted on the enclosure.
- Cameras and radios will be powered by a Transitions Networks unmanaged PoE+ 8-port switch.
- Communication from the camera for each except BWP-E5 will be by Siklu point-to-point E-band millimeter wave radios. The radios will be mounted on the enclosure. No AES encryption is provided for these radios.
- Each enclosure will have a blue strobe.
- Headend is a Salient Power Pro TB rack mount server.
- Enclosures are standard Hoffman Weatherflo models with fan, thermostat and washable metal filter.

What NWOSS will do:

- Provide and install the equipment listed below.
- Run non-plenum wire above drop ceiling or concealed in walls where possible.
- Program the system.
- Train the customer.

What the customer will do:

- Provide access to the apartments during regular business hours.
- Permission to mount on the signal poles and utility pole.
- Provide 120VAC in the signal cabinets and a conduit for high voltage cable to the signal pole.
- Network switch for the network signals from the radios on the towers at the apartments.
- Provide power shutdown if the power conduit has energized conductors.
- Provide IP addressing scheme for the cameras and the video management server.
- Provide authorized personnel for training.

Notes:

- Permits - it is not clear what permits would be needed or if there are unusual permits that would be needed.



- NWOSS will be using a bucket truck to install each of these sites. We will need assistance from the city in blocking these locations while work is performed.
- Non-prevailing wage rates apply to this proposal. If prevailing wage will apply to this project, NWOSS will need to re quote it.
- Warranty: Equipment is covered by a 3-year warranty. Labor is NWOSS' standard 1 year warranty. NWOSS will offer additional labor hours on this additional prepaid basis: 20 hours for \$3,300, 30 hours for \$4,950 and 40 hours for \$6,600. Preventative maintenance is 2 inspections per year for \$2,970. This work includes cleaning, adjusting of cameras, checking operation of blue strobes. Software upgrades or renewals are not included.

References:

Ohio Department of Transportation

NWOSS has provided access control, fire alarm, intrusion alarm and video surveillance since 2011 to every ODOT facility in the state of Ohio.

Andrew Stefanik

Statewide Security Coordinator

614-275-1388

Andrew.Stefanik@dot.ohio.gov <mailto:Andrew.Stefanik@dot.ohio.gov>

Scotts Miracle Gro

NWOSS has provided access control, fire alarm, intrusion alarm and wide area video surveillance since 2009 for facilities all over the US and Canada.

Lenny Hall

Global Security Manager

937-578-5307

lenny.hall@scotts.com <mailto:lenny.hall@scotts.com>

Lima City Schools

NWOSS has provided access control, fire alarm, intrusion alarm and video surveillance since 1992 for all facilities.

Randy Crossley

Security Director

419-996-3452

RCrossley@limacityschools.org <mailto:RCrossley@limacityschools.org>

City of Dublin

NWOSS has provided access control and video surveillance since 2008 for multiple facilities.

Brian Ashford

Director of Facilities Management

614-410-4790

BAshford@dublin.oh.us <mailto:BAshford@dublin.oh.us>



Proposal Number: 8164-1-0

Date: November 30, 2018

Financial Summary

Customer Details:

Site: 25325 Fairmount Blvd Beachwood, OH 44122

Billing:

Contact:

BWP-E1 \$24,534.32

QTY	Manufacturer	Part #	Description
4	Samsung	PNO-9080R	Network Ir Bullet Camera, 4K (12Mp Max), Triple Co
1	Transition	25104	Power Supply- Ps, 48Vdc@5A, Univ.Ac, Din.Rail
1	Transition	SISTP1040-382-LRT	Unmanaged 8 Port PoE+ Switch with 2 SFP Slots
1	Hoffman	WF3LP	Hoffman WeatherFlo 29"x24"x12" Enclosure
1	Hoffman	A24P24	Enclosure Panel
1	Hoffman	CPMK24	Pole Mount Kit for 24" Enclosure
1	Siklu	EH500TX-Kit	2x EH500FX ODU 60Ghz 100Mbps
1	Alarmax	SL126Q/B	Seco-Larm 12V Blue Strobe
9	Adi	ICPCSK03YL	Icc Cat 6 3' Patch Cord
4	Alarmax	DTK-MRJPOE	Surge Protector Modular

Labor Schedule for: BWP-E1

Description

Installation Labor NT

Project Management NT

Labor: Engineering Services NT

Labor Programming

Supplies, Materials & Miscellaneous Items for: BWP-E1

QTY	Description
1.00	Miscellaneous Installation Material

BWP-E2 \$24,534.31

QTY	Manufacturer	Part #	Description
4	Samsung	PNO-9080R	Network Ir Bullet Camera, 4K (12Mp Max), Triple Co
1	Transition	25104	Power Supply- Ps, 48Vdc@5A, Univ.Ac, Din.Rail
1	Transition	SISTP1040-382-LRT	Unmanaged 8 Port PoE+ Switch with 2 SFP Slots
1	Hoffman	WF3LP	Hoffman WeatherFlo 29"x24"x12" Enclosure
1	Hoffman	A24P24	Enclosure Panel
1	Hoffman	CPMK24	Pole Mount Kit for 24" Enclosure
1	Siklu	EH500TX-Kit	2x EH500FX ODU 60Ghz 100Mbps
1	Alarmax	SL126Q/B	Seco-Larm 12V Blue Strobe
9	Adi	ICPCSK03YL	Icc Cat 6 3' Patch Cord
4	Alarmax	DTK-MRJPOE	Surge Protector Modular

Labor Schedule for: BWP-E2

Description

Installation Labor NT

Project Management NT

Labor: Engineering Services NT

Labor Programming



Proposal Number: 8164-1-0

Date: November 30, 2018

BWP-E2 **\$24,534.31**

Supplies, Materials & Miscellaneous Items for: BWP-E2

QTY	Description
1.00	Miscellaneous Installation Material

BWP-E4 **\$23,202.59**

QTY	Manufacturer	Part #	Description
3	Samsung	PNO-9080R	Network Ir Bullet Camera, 4K (12Mp Max), Triple Co
1	Transition	25104	Power Supply- Ps, 48Vdc@5A,Univ.Ac,Din.Rail
1	Transition	SISTP1040-382-LRT	Unmanaged 8 Port PoE+ Switch with 2 SFP Slots
1	Hoffman	WF3LP	Hoffman WeatherFlo 29"x24"x12" Enclosure
1	Hoffman	A24P24	Enclosure Panel
1	Hoffman	CPMK24	Pole Mount Kit for 24" Enclosure
1	Siklu	EH500TX-Kit	2x EH500FX ODU 60Ghz 100Mbps
1	Alarmax	SL126Q/B	Seco-Larm 12V Blue Strobe
7	Adi	ICPCSK03YL	Icc Cat 6 3' Patch Cord
3	Alarmax	DTK-MRJPOE	Surge Protector Modular

Labor Schedule for: BWP-E4

Description
Installation Labor NT
Project Management NT
Labor: Engineering Services NT
Labor Programming

Supplies, Materials & Miscellaneous Items for: BWP-E4

QTY	Description
1.00	Miscellaneous Installation Material

BWP-E5 **\$21,060.01**

QTY	Manufacturer	Part #	Description
3	Samsung	PNO-9080R	Network Ir Bullet Camera, 4K (12Mp Max), Triple Co
1	Transition	25104	Power Supply- Ps, 48Vdc@5A,Univ.Ac,Din.Rail
1	Transition	SISTP1040-382-LRT	Unmanaged 8 Port PoE+ Switch with 2 SFP Slots
1	Hoffman	WF3LP	Hoffman WeatherFlo 29"x24"x12" Enclosure
1	Hoffman	A24P24	Enclosure Panel
1	Hoffman	CPMK24	Pole Mount Kit for 24" Enclosure
1	Alarmax	SL126Q/B	Seco-Larm 12V Blue Strobe
7	Adi	ICPCSK03YL	Icc Cat 6 3' Patch Cord
3	Alarmax	DTK-MRJPOE	Surge Protector Modular

Labor Schedule for: BWP-E5

Description
Installation Labor NT
Project Management NT
Labor: Engineering Services NT
Labor Programming

Supplies, Materials & Miscellaneous Items for: BWP-E5

QTY	Description
1.00	Fiber Connection to Dark Fiber in Signal Cabinet



Proposal Number: 8164-1-0
Date: November 30, 2018

BWP-E5 **\$21,060.01**

BWP-E6 **\$21,870.87**

QTY	Manufacturer	Part #	Description
2	Samsung	PNO-9080R	Network Ir Bullet Camera, 4K (12Mp Max), Triple Co
1	Transition	25104	Power Supply- Ps, 48Vdc@5A,Univ.Ac,Din.Rail
1	Transition	SISTP1040-382-LRT	Unmanaged 8 Port PoE+ Switch with 2 SFP Slots
1	Hoffman	WF3LP	Hoffman WeatherFlo 29"x24"x12" Enclosure
1	Hoffman	A24P24	Enclosure Panel
1	Hoffman	CPMK24	Pole Mount Kit for 24" Enclosure
1	Siklu	EH500TX-Kit	2x EH500FX ODU 60Ghz 100Mbps
1	Alarmax	SL126Q/B	Seco-Larm 12V Blue Strobe
5	Adi	ICPCSK03YL	Icc Cat 6 3' Patch Cord
2	Alarmax	DTK-MRJPOE	Surge Protector Modular

Labor Schedule for: BWP-E6

Description

Installation Labor NT
 Project Management NT
 Labor: Engineering Services NT
 Labor Programming

Supplies, Materials & Miscellaneous Items for: BWP-E6

QTY	Description
1.00	Miscellaneous Installation Material

BWP-E7 **\$24,534.31**

QTY	Manufacturer	Part #	Description
4	Samsung	PNO-9080R	Network Ir Bullet Camera, 4K (12Mp Max), Triple Co
1	Transition	25104	Power Supply- Ps, 48Vdc@5A,Univ.Ac,Din.Rail
1	Transition	SISTP1040-382-LRT	Unmanaged 8 Port PoE+ Switch with 2 SFP Slots
1	Hoffman	WF3LP	Hoffman WeatherFlo 29"x24"x12" Enclosure
1	Hoffman	A24P24	Enclosure Panel
1	Hoffman	CPMK24	Pole Mount Kit for 24" Enclosure
1	Siklu	EH500TX-Kit	2x EH500FX ODU 60Ghz 100Mbps
1	Alarmax	SL126Q/B	Seco-Larm 12V Blue Strobe
9	Adi	ICPCSK03YL	Icc Cat 6 3' Patch Cord
4	Alarmax	DTK-MRJPOE	Surge Protector Modular

Labor Schedule for: BWP-E7

Description

Installation Labor NT
 Project Management NT
 Labor: Engineering Services NT
 Labor Programming

Supplies, Materials & Miscellaneous Items for: BWP-E7

QTY	Description
1.00	Miscellaneous Installation Material

PTZ1 **\$22,567.16**



Proposal Number: 8164-1-0

Date: November 30, 2018

PTZ1 **\$22,567.16**

QTY	Manufacturer	Part #	Description
1	Samsung	SBP-300WM1	Wall Mount Accessory, (Scp-3430H/2430H, Scp-3370Th
1	Samsung	XNP-6320H	Wisenet X Powered By Wisenet 5 Network Outdoor Ptz
1	Transition	SISTP1040-382-LRT	Unmanaged 8 Port PoE+ Switch with 2 SFP Slots
1	Transition	25104	Power Supply- Ps, 48Vdc@5A,Univ.Ac,Din.Rail
1	Hoffman	WF3LP	Hoffman WeatherFlo 29"x24"x12" Enclosure
1	Hoffman	A24P24	Enclosure Panel
1	Hoffman	CPMK24	Pole Mount Kit for 24" Enclosure
1	Siklu	EH500TX-Kit	2x EH500FX ODU 60Ghz 100Mbps
1	Alarmax	SL126Q/B	Seco-Larm 12V Blue Strobe
2	Adi	ICPCSK03YL	Icc Cat 6 3' Patch Cord
1	Alarmax	DTK-MRJPOE	Surge Protector Modular

Labor Schedule for: PTZ1

Description

Installation Labor NT

Project Management NT

Labor: Engineering Services NT

Labor Programming

Supplies, Materials & Miscellaneous Items for: PTZ1

QTY	Description
1.00	Miscellaneous Installation Material

Headend **\$36,196.43**

QTY	Manufacturer	Part #	Description
2	HD	SJOOW	SJOOW Cable, 14/3 Outdoor Rated, 250'
5	Windy City Wire	775600-110DB	Cat 6 Direct Burial Cable - 1000
1	Salient	Power Pro-R 50TB	50TB Server w/ 21 Salient Pro Licenses

Labor Schedule for: Headend

Description

Installation Labor NT

Project Management NT

CAD Services NT

Labor: Engineering Services NT

Labor Programming

Supplies, Materials & Miscellaneous Items for: Headend

QTY	Description
1.00	Miscellaneous Installation Material

Financial Summary

Total Proposal Amount:

\$198,500.00

Note: The above price does not include sales tax.



Proposal Number: 8164-1-0

Date: November 30, 2018

Quotation is valid for 30 days. The price Does Not include any Shipping and Handling charges unless specified. There is a 25% cancellation fee and all equipment must be returned per NW OSS standard RMA procedures. The customer is responsible for all collection costs as well as associated interest and attorney's fees. The quotation is based upon acceptance of NW OSS insurance certificate as "adequate for coverage" to meet purchasing and contract requirements. Certificate are available upon request.

Accepted By: _____ Date: _____ PO Number: _____

Print Name: _____ Print Title: _____

Place of Performance

City of Beachwood
City Building
25325 Fairmont Blvd,
Beachwood Ohio 44122

Primary local contact:

Craig Kaufman
craig.kaufman@beachwoodohio.com
216.595.3711

Background

Craig Kaufman of City of Beachwood requested that Convergint Technologies price installing Video Cameras around the Beachwood mall area. These cameras will be mounted on city poles and will have power provided. Cameras will be integrated to the existing Salient Video system

Scope

General System Overview

Convergint Technologies will provide 6 Crime Eye CE-RD2A pole mount units with Samsung PNO-9080R Cameras and 1 Crime Eye RD-2 pole mount unit with Axis Q5635-E PTZ Camera.

Crime Eye units include – power and mounting hardware, Cradlepoint 4-port non-wifi router/switch, Camera with mounts, pole mounting hardware with leveling adjustments, key lock and wireless point to point module.

The wireless point to point design has been designed with the following assumptions:

- Power will be provided at each location for relay of signal
- Power will be provided in an outlet
- All locations are to have clear line of sight from radio to radio.
- Fiber is in each location indicated per the Fiber map provided by the City of Beachwood.

Installation by location

BWP-E1

- Crime Eye CE-226 Custom Mounting hardware with 4 Samsung PNO-9080R Cameras
- 1- MH-T200-CCC-PoE-MWB (communication to BWP-E7) point to point radio for backhaul of network.

BWP-E2

- Crime Eye CE-226 Custom Mounting hardware with 4 Samsung PNO-9080R Cameras
- 1- MH-T200-CCC-PoE-MWB point to point radio for backhaul of network. BWP-E2 to Backhaul radio

PTZ-1

- Crime Eye RD-2 enclosure with Axis Q5635-E Camera
- 1- MH-T200-CCC-PoE-MWB point to point radio for backhaul of network. Communication to Backhaul radio

BWP-E4

- Crime Eye CE-226 Custom Mounting hardware with 3 Samsung PNO-9080R Cameras
- 1- MH-T200-CCC-PoE-MWB (communication to Relay 6) and 1 – MH-B100-CCS-PoE-MWB (communication to Relay 3) point to point radio for backhaul of network.

BWP-E5

- Crime Eye CE-226 Custom Mounting hardware with 3 Samsung PNO-9080R Cameras
- 1- MH-T200-CCC-PoE-MWB (communication to Relay 3) point to point radio for backhaul of network.

BWP-E6

- Crime Eye CE-226 Custom Mounting hardware with 2 Samsung PNO-9080R Cameras
- 1- MH-T200-CCC-PoE-MWB (communication to Fiber) point to point radio.

BWP-E7

- Crime Eye CE-226 Custom Mounting hardware with 4 Samsung PNO-9080R Cameras
- 1- MH-T200-CCC-PoE-MWB (communication to Fiber) and 1 – MH-B100-CCS-PoE-MWB (communication to BWP-E1) point to point radio for backhaul of network.

All locations are assumed to have power provided by others, Convergent will install and provide a connection weather head or alternate connection method determined during project kickoff. In addition to the camera installation locations Convergent will be installing the following devices for relay of wireless signal from the poles to the backhaul radio location.

Relay 2

- 1 – MH-B100-CCS-PoE-MWB communicating to Relay 6
- 1 – MH-T200-CCC-PoE-MWB communicating to Relay 1
- Convergent will require power at this location to energize all devices. Enclosure for power provided by Convergent.

Relay 1

- 1 – MH-B100-CCS-PoE-MWB communicating to Relay 2
- 1 – MH-T200-CCC-PoE-MWB communicating to PoP
- Convergent will require power at this location to energize all devices. Enclosure for power provided by Convergent.

Relay 6

- 1 – MH-B100-CCS-PoE-MWB communicating to BWP-E4
- 1 – MH-T200-CCC-PoE-MWB communicating to Relay 2
- Convergent will require power at this location to energize all devices. Enclosure for power provided by Convergent.

Relay 3

- 1 – MH-B100-CCS-PoE-MWB communicating to BWP-E5
- 1 – MH-T200-CCC-PoE-MWB communicating to BWP-E4
- Convergent will require power at this location to energize all devices. Enclosure for power provided by Convergent.

Fiber Connection

- 2 – MH-B100-CCS-PoE-MWB
- This location is assumed to be the location of city fiber that will be accessible for installation.

- This location will have 2 – MH-B100-CCS-PoE-MWB Radios (communication to BWP-E6 and BWP-E7) for backhaul of network
- Convergent will require power at this location to energize all devices. Enclosure for power provided by Convergent.

Backhaul Radio Point (PoP)

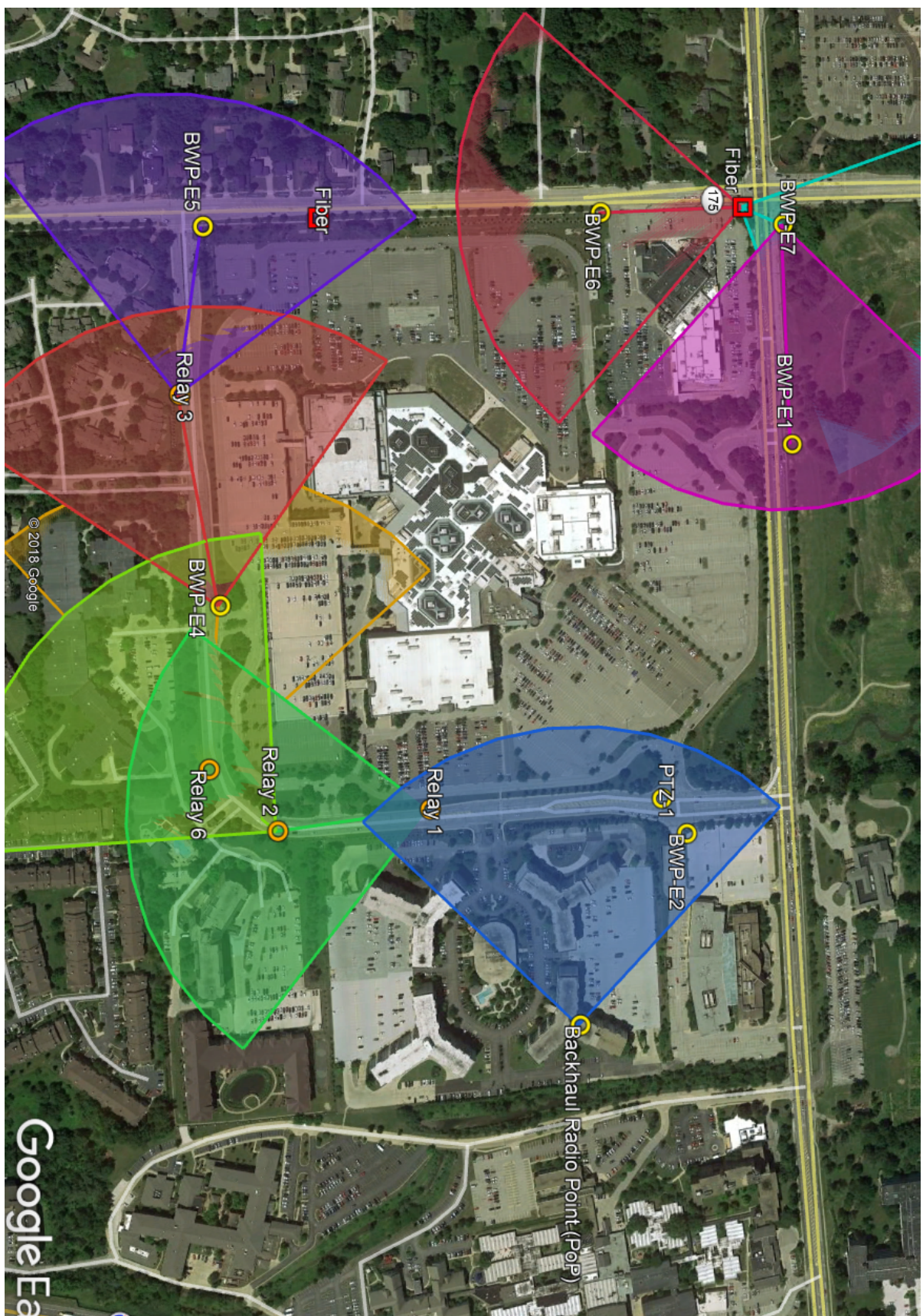
- 1 - MH-B100-CCS-PoE-MWB
- Backhaul Radio will be installed on the designated apartment building. This device will communicate to Relay 1, PTZ-1 and BWP-E2 devices
- Convergent will require power at this location to energize all devices. Enclosure for power provided by Convergent.

Qualifications/Clarifications

1. Convergent has included labor and cable for connection of the backhaul radio to the city network. Convergent is assuming the following for this cable run:
 - a. Cable run is less than 300 feet in total distance, no penetration of roof or floors are required, all cable to be ran with open air methods, no conduit or cable protection is required once inside the building.
2. Cameras will be installed and configured with basic motion and recording configurations. No custom motion or analytic programming has been included in the proposal.
3. Wireless infrastructure to be mounted on poles with the cameras and in the locations designated in the below design. Convergent will provide mounting structure on the roof of the buildings indicated in our design.
4. Connection of power will be completed at the time of camera installation to avoid downtime and return trips.
5. 1 duplex power outlet will be required at Relay 1, Relay 2, Relay 3, and Relay 6, Fiber and PoP locations. locations for connection of wireless equipment. In addition a secure enclosure is required to safely contain all equipment and electrical outlet. This enclosure is assumed to be provided by others.

Customer/ Third-Party Furnished Property and Services

1. 110VAC power including outlets or hard-wired circuits.
2. Traffic Control where required
3. Network infrastructure including but not limited to additional network drops, static IP addresses, network ports
4. Core drilling if required between floors.
5. Patching, painting and repair of finished surfaces.



Bill of Materials

Line	Qty	Part	Description	Unit Price	Extended Price
1	PTZ-1				
2	1.00	CE-RD2A	CE-RD2A Base System with power and mounting hardware (white enclosure) Cradlepoint 4-port Non-Wifi Router/Switch (No Antenna, No SIM) P5635-E 1080P camera and mount High Endurance microSDXC card 128GB Customer VMS - customer must Provide camera licenses with order 1TB NVR CAT5/6 Passthrough Custom reflective vinyl decal 11"H x 8.75" W (Vectord Artwork provided by customer)	\$ 12,075.29	\$ 12,075.29
3	13.00	Radio POE Enclosure	12x10x5 NEMA Enclosure with mounting plate & pole mount kit (Radio PoE & Power NOT Included) Surge Protection for Radios	\$ 642.10	\$ 8,347.30
4	Solution A BWP-E6				
5	1.00	CE-226 Custom Solution (A)	CE-226 Base Enclosure,w/ camera mounts, SDs, & Surge Protections, for (2) PNO-9080R Cameras,(2) Radios + Decal	\$ 12,106.03	\$ 12,106.03
6	2.00	PNO-9080R	IP IR BULLET CAMERA, 4K (12MP	\$ 1,072.37	\$ 2,144.74
7	Solution B BWP-E4, 5				
8	2.00	CE226 Custom Solution (B)	CE-226 Base Enclosure,w/ camera mounts, SDs, & Surge Protections, for (3) PNO-9080R Cameras,(2) Radios + Decal	\$ 13,078.71	\$ 26,157.42
9	6.00	PNO-9080R	IP IR BULLET CAMERA, 4K (12MP	\$ 1,072.37	\$ 6,434.22
10	Solution C BWP-E1, 2, 7				
11	3.00	CE-226 Custom Solution (C)	CE-226 Base Enclosure,w/ camera mounts, SDs, & Surge Protections, for (4) PNO-9080R Cameras,(2) Radios + Decal	\$ 14,051.38	\$ 42,154.14
12	12.00	PNO-9080R	IP IR BULLET CAMERA, 4K (12MP	\$ 1,072.37	\$ 12,868.44
13	Salient Licenses				
14	21.00	SAL-CEI	CompleteView ENT 01ch	\$ 200.00	\$ 4,200.00
15	21.00	SAL-YE5	CV Ent YUP 5yr	\$ 119.00	\$ 2,499.00
16	Wireless Radios				
17	9.00	MH-B100-CCS-PoE-MWB	MultiHaul™ BU, 90°, 500Mbps upgradable to 1800Mbps, 2 RJ-45 & 1 SFP (1 port PSE enabled), MK & PoE injector included, IP-65, White	\$ 1,478.29	\$ 13,304.61
18	11.00	MH-T200-CNN-PoE-MWB	MultiHaul™ TU, 90°, base rate 100Mbps upgradable to 1000Mbps, 1 RJ-45 with PSE (2 ports PSE enabled), MK & PoE injector included, IP-65, White	\$ 586.86	\$ 6,455.46
19	20.00	EH-SRG	Ethernet/PoE Surge Protector (indoor)	\$ 92.86	\$ 1,857.20
20	9.00	SR-AR-3Y-MH-B	SikluCare "Gold" Service&Support Plan - Advance Replacement - 3 Years. Including Extended Warranty cost. (MHB100)	\$ 369.57	\$ 3,326.13
21	11.00	SR-AR-3Y-MH-T	SikluCare "Gold" Service&Support Plan - Advance Replacement - 3 Years. Including Extended Warranty cost. (MHT200)	\$ 174.57	\$ 1,920.27
22	Storage Server				

Line	Qty	Part	Description	Unit Price	Extended Price
23	1.00	BCD214-ARA-210-100T-10	ENTERPRISE APOLLO 2U 14-BAY RACKMOUNT VIDEO RECORDING SERVER (2) SILVER 4110 100TB	\$ 19,142.36	\$ 19,142.36

Equipment Total	\$ 174,992.61
Total Labor	\$ 59,059.20
Freight	\$ 3,384.23
Tax (if applicable)	\$ 13,536.91
Total Project Price	\$ 250,972.95

Convergent Customer Support Plan (CSP)			Program Duration:	<input type="checkbox"/> 3 year	<input type="checkbox"/> 5 year
	Year 1	Year 2	Year 3	Year 4	Year 5
Total Agreement Charges per Year	\$17,517.40	\$23,815.00	\$23,815.00	\$23,815.00	\$23,815.00
What does a CSP cover?	Fully comprehensive component and labor coverage for the quoted system. Priority Emergency Service Response (4 hours) Priority non-emergency service response Defective Materials Repair & Replacement (labor, extended hours) Online Support One preventative maintenance visit per year Priority response on all service requests. iCare executive with metrics and custom reporting for all service work orders. Annual Care Review.				
Service Rates	Normal		After Hours		Premium
T&M Rate with Signed CSP	\$115.00		\$172.50		\$230.00
Non CSP T&M Rates	\$130.00		\$195.00		\$260.00
Additional Labor notes	<ul style="list-style-type: none">T&M work will be subject to a two (2) hour minimum.After Hours and Premium work will be subject to a four (4) hour minimum.Service plan is quoted as a Tier 1 service, alternate service options are available upon request.Per year pricing is based on multiyear purchase of a CSP. If less than 3 years is desired pricing may be subject to annual rate increases.				
Payment Schedule	The CSP will be invoiced Annually.				
Exclusions	Hardware not replaced or installed by Convergent Acts of God, misuse and/or vandalism Lift or bucket truck rental				

Total Project Investment:

\$ 250,972.95

Please initial next to the desired service plan duration

_____ 3 Year Service Plan

_____ 5 Year Service Plan

_____ Other (please fill in duration) _____

Thank you for considering Convergent Technologies for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,

TJ Ammond

Convergent Technologies

TJ Ammond

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

_____ Craig Kaufman

Customer Name (Printed)

_____ January 8, 2019

Date

_____ Authorized Signature

_____ Title

Throughout this Installation Proposal, the term, "Convergent" refers to the Convergent Technologies' affiliate operating in the state/province in which the work is being performed, specifically, "Convergent Technologies LLC" or "Convergent Technologies LTD".

SECTION 1. THE WORK

This Installation Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Installation Proposal commences on the Start Date as specified in the attached scope of work, and represents the entire agreement between Convergent and Customer (the "Agreement") and it may only be amended by a written document signed by both Convergent and Customer. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

Convergent agrees in accordance with the mutually agreed project schedule:

- To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
- To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
- Secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work; and
- Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergent:

- To promptly approve submittals provided by Convergent;
- To provide access to all areas of the facility which are necessary to complete the Work;
- To supply suitable electrical service as required by Convergent; and
- That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period of time from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.

SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the material listed based on Convergent's interpretation of plans and specifications unless noted otherwise. Additional equipment, unless negotiated prior to order placement, will be billed accordingly. Sales taxes, (and in Canada GST/PST) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

SECTION 3. INVOICE REMITTANCE AND PAYMENT

Customer agrees to pay Convergent fifty (50%) percent of the total price as a mobilization fee at the time of executing this Agreement.

If the Work is performed over more than a month, Convergent will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergent as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergent in full after the Work has been performed within thirty (30) days of the date of being invoiced. Invoices shall not include or be subject to a project retention percentage. If Customer is overdue in any payment to Convergent, Convergent shall be entitled to suspend the Work until paid, and charge Customer an interest rate 1 and 1/2% percent per month, (or the maximum rate permitted by law), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergent costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

SECTION 4. WARRANTY

Convergent provides the following warranty to the Customer:

For the period of one (1) year, commencing at the earlier of substantial completion of the Work, or first beneficial use, ("Warranty Period"):

- That Work performed under this Agreement will be of good quality;
- That all equipment will be new unless otherwise required or permitted by this Agreement;
- That the Work will be free from defects not inherent in the quality required or permitted; and
- That the Work will conform to the requirements of this Agreement.

The Customer's sole remedy for any breach of this warranty is that Convergent shall remove, replace and/or repair at its own expense any defective or improper Work, discovered within the Warranty Period, provided Convergent is notified in writing of any defect within the Warranty Period.

Any equipment or products installed by Convergent in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Convergent hereby assigns to Customer without recourse to Convergent. Upon request of Customer, Convergent will use all reasonable efforts to assist Customer in enforcing any such third party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Convergent, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. **NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.**

SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergent may request changes in the Work. Any changes to the Work and any adjustment to the Agreement Price or the time for completion of the Work shall be in writing signed by both Customer and Convergent. If Customer orders any additional work or causes any material interference with Convergent's performance of the Work, Convergent shall be entitled to an equitable adjustment in the time for performance and in the Agreement Price, including a reasonable allowance for overhead and profit.

SECTION 6. FORCE MAJEURE

Neither Customer nor Convergent shall be responsible or liable for, shall incur expense for, or be deemed to be in breach of this Agreement because of any delay in the performance of their respective obligations pursuant to this Agreement due solely to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay, provided that the party experiencing the delay shall promptly give written notification to the other party within five (5) days after such party has learned of the Force Majeure. A Force Majeure event shall include, but not be limited to: accident, fire, storm, water, flooding, negligence, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or Convergent Technologies' Install Terms & Conditions

lighting. If performance by either party is delayed due to Force Majeure, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any Services required by Convergent due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.

SECTION 7. INSURANCE

Convergent shall have the following insurance coverage during the term of this Agreement, and shall provide certificates of insurance to the Customer prior to beginning work hereunder:

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence /aggregate
Commercial General Liability	\$1,000,000 per occurrence/aggregate
	\$2,000,000 general aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	\$4,000,000 per occurrence/aggregate

All insurance policies carried by Convergent hereunder shall be primary to and noncontributory with the insurance afforded to Customer, and shall name the Customer as "additional insured", with respect to liability arising out of work performed by Convergent, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergent, pursuant to the terms of this Agreement. Convergent shall provide to the Customer no less than thirty (30) days notice prior to the termination or cancellation of any such insurance policy.

SECTION 8. INDEMNIFICATION

Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses, (including, but not limited to, reasonable attorney's fees), attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by: a) the negligent or willful acts or omissions of Convergent or Convergent's employees or subcontractors while on Customer's site, or b) the malfunction of the equipment supplied by Convergent, or c) Convergent's breach of this Agreement.

IN NO EVENT SHALL EITHER CONVERGENT OR CUSTOMER BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CONVERGENT BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO CONVERGENT.

It is understood and agreed by the parties hereto that Convergent is or may be providing monitoring and or intrusion products which are designed to provide notification of certain events but are not intended to be guarantees or insurers against any acts for which they are supposed to monitor or inform. As required by the monitoring and intrusion industry and the manufacturers thereof, Convergent's indemnification obligation pursuant to Section 8 herein, does not apply to the extent the loss indemnified against is caused by any monitoring or intrusion product or software provided by but not manufactured by Convergent. Convergent shall have no liability to Customer for any losses to the extent such losses are caused by the monitoring or intrusion product or software. Customer shall indemnify, defend, and hold harmless Convergent, from and against all claims, lawsuits, damages, losses and expenses by persons not a party to this Agreement, but only to the extent caused by such monitoring or intrusion product or software provided by but not manufactured by Convergent.

SECTION 9. COMPLIANCE WITH LAW, EEO & SAFETY

This Agreement shall be governed and construed in accordance with the laws of the state/province in which the Work is being performed. Convergent agrees to comply with all laws and regulations relating to or governing the Work. Convergent agrees to comply with all reporting requirements imposed by law or this Agreement. Convergent shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergent prior to beginning work.

In the event that Convergent discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where the Work is to be performed, Convergent is entitled to stop the Work at that facility if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergent. Convergent in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's facility. Convergent shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's facility. Customer shall indemnify and hold harmless Convergent from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials, or unsafe working conditions at Customer's facility.

SECTION 10. DISPUTES

In the event of any dispute between Convergent and Customer, Convergent and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, then the dispute shall be subject to and decided by mediation or arbitration. Such mediation or arbitration shall be conducted in accordance with the Construction Industry Mediation or Arbitration Rules of the American Arbitration Association currently in effect and shall be a final binding resolution of the issues presented between the parties.

SECTION 11. MISCELLANEOUS

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Convergent may assign this Agreement to any of its parents, subsidiary or affiliated companies or any entity majority owned by Convergent.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer or Convergent and delivered to the non-waiving party according to the notice provision herein. No waiver by Customer or Convergent shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver.

The Sections regarding invoicing, warranty and indemnity shall survive the termination of this Agreement.

Convergent Technologies' Terms & Conditions

1. Throughout this CSP Proposal, the term, "Convergent" refers to the Convergent Technologies' affiliate operating in the state/province in which the work is being performed, specifically, "Convergent Technologies LLC", "Convergent Technologies LP" or "Convergent Technologies LTD".
2. This CSP Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the services set forth in the attached scope of work ("Services"). The signed CSP Proposal represents the entire agreement between Convergent and Customer (the "Agreement") and may only be amended by a written document signed by both Convergent and Customer. The term of this Agreement will begin on the Services commencement date as specified in the attached scope of work ("Start Date") and continue for the period of time as specified in the attached scope of work ("Duration"). At the end of the Duration of this Agreement, the Agreement will renew automatically from year to year until terminated by either party with written notice to the other party thirty (30) days prior to the renewal date. Convergent reserves the right to modify the annual CSP Program Cost with notice to Customer prior to the end of any term of this Agreement. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.
3. This Agreement assumes the systems covered are in maintainable condition. If repairs are found necessary upon initial inspection by Convergent, a separate proposal for repair will be submitted for approval. Should this separate proposal be declined, all non-maintainable items will be removed from this Agreement and the CSP Program Cost adjusted accordingly.
4. Customer agrees at no cost to Convergent:
 - a. To provide access to all areas of the facility for the equipment identified in and/or relating to the List of Covered Equipment (as specified in the attached scope of work);
 - b. To supply electrical service as required by Convergent; and
 - c. That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period of time from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.
5. It is understood that repair, replacement and emergency service provisions apply only to the systems and equipment covered by this Agreement and identified in the List of Covered Equipment. Repair or replacement of non-maintainable parts of the systems such as, but not limited to, unit cabinets, insulating materials, electrical wiring, structural supports and other non-moving parts, is not included in this Agreement.
6. If UL Listed Monitoring is purchased, Customer shall be required to provide the account setup information contained in the Convergent Technologies Monitoring Service Agreement. Customer will also be required to execute the Convergent Technologies Monitoring Service Agreement prior to the implementation of monitoring service.
7. In the event that the systems, equipment or components included in the List of Covered Equipment are modified, repaired, have a peripheral device attached to them, or are adjusted (hardware or software) by someone other than a Convergent representative after the Start Date of this Agreement (hereinafter "Modification Event"), Convergent shall have the right to exercise any or all of the following options in response to this Modification Event:
 - a. Require that the Covered Equipment impacted by the Modification Event be subject to reacceptance testing by Convergent;
 - b. Require removal of the Covered Equipment impacted by the Modification Event from the List of Covered Equipment, so that the Services hereunder will not apply to such equipment;
 - c. Require termination of this Agreement upon thirty (30) days notice to Customer, at Convergent's option.
8. In the event that Convergent discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where such Services are to be performed, Convergent is entitled to stop providing its Services at that facility if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergent. Convergent, in its sole discretion, shall determine when it is "safe" to return to providing its Services at Customer's facility. Convergent shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's facility. Customer shall indemnify and hold harmless Convergent from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials, or unsafe working conditions at Customer's facility.
9. Neither Customer nor Convergent shall be responsible or liable for, shall incur expense for, or be deemed to be in breach of this Agreement because of any delay in the performance of their respective obligations pursuant to this Agreement due solely to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay, provided that the party experiencing the delay shall promptly give written notification to the other party within five (5) days after such party has learned of the Force Majeure event. A Force Majeure event shall include, but not be limited to: accident, fire, storm, water, flooding, negligence, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting. If performance by either party is delayed due to a Force Majeure event, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any Services required by Convergent due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.
10. This Agreement shall be governed and construed in accordance with the laws of the state/province in which the Services are being performed.
11. Customer agrees to pay the amount due to Convergent as invoiced, within thirty (30) days of the date of such invoice. If Customer is overdue in its payment to Convergent, Convergent has the right to suspend performing the Services hereunder, and charge an interest rate of 1 and 1/2% percent per month, (or the maximum rate permitted by law), and may avail itself of any other legal or equitable remedy. Sales taxes, (and in Canada

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GST/PST) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

12. Any equipment or products installed by Convergent in the course of providing the Services hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Convergent hereby assigns to Customer without recourse to Convergent. Upon request by Customer, Convergent will use all reasonable efforts to assist Customer in enforcing any such third party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Convergent, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.
13. Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses, (including, but not limited to, reasonable attorney's fees), attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by: a) the negligent or willful acts or omissions of Convergent or Convergent's employees or subcontractors while on Customer's site, or b) the malfunction of the equipment supplied by Convergent, or c) Convergent's breach of this Agreement.
IN NO EVENT SHALL EITHER CONVERGENT OR CUSTOMER BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CONVERGENT BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO CONVERGENT.
It is understood and agreed by the parties hereto that Convergent is or may be providing monitoring and or intrusion products which are designed to provide notification of certain events but are not intended to be guarantees or insurers against any acts for which they are supposed to monitor or inform. As required by the monitoring and intrusion industry and the manufacturers thereof, Convergent's indemnification obligation pursuant to Section 13 herein, does not apply to the extent the loss indemnified against is caused by any monitoring or intrusion product or software provided by but not manufactured by Convergent. Convergent shall have no liability to Customer for any losses to the extent such losses are caused by the monitoring or intrusion product or software. Customer shall indemnify, defend, and hold harmless Convergent, from and against all claims, lawsuits, damages, losses and expenses by persons not a party to this Agreement, but only to the extent caused by such monitoring or intrusion product or software provided by but not manufactured by Convergent.
14. Convergent shall have the following insurance coverage during the term of this Agreement, and shall provide certificates of insurance to the Customer prior to beginning work hereunder:

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence /aggregate
Commercial General Liability	\$1,000,000 per occurrence
	\$2,000,000 general aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	\$4,000,000 per occurrence/aggregate

All insurance policies carried by Convergent hereunder shall be primary to and noncontributory with the insurance afforded to Customer, and shall name the Customer as "additional insured", with respect to liability arising out of work performed by Convergent, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergent, pursuant to the terms of this Agreement. Convergent shall provide to the Customer no less than thirty (30) days notice prior to the termination or cancellation of any such insurance policy.
15. In the event of any dispute between Convergent and Customer, Convergent and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, then the dispute shall be subject to and decided by mediation or arbitration. Such mediation or arbitration shall be conducted in accordance with the Construction Industry Mediation or Arbitration Rules of the American Arbitration Association currently in effect and shall be a final binding resolution of the issues presented between the parties.
16. Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Convergent may assign this Agreement to any of its parents, subsidiary or affiliated companies or any entity majority owned by Convergent.
17. Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown. All notices shall be effective upon receipt by the party to whom the notice was sent.
18. A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer or Convergent and delivered to the non-waiving party according to the notice provision herein. No waiver by Customer or Convergent shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver.
19. Sections regarding invoicing, warranty and indemnity shall survive the termination of this Agreement.

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