Beachwood City Council SPECIAL COUNCIL MEETING AGENDA MONDAY, SEPTEMBER 24, 2018 7:00 PM at Beachwood City Hall, Council Chambers, 25325 Fairmount Boulevard, Beachwood

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

- 1. Roll Call.
- 2. Reports: (a) Mayor
 - (b) Council Members (Non-Agenda Items)
 - (c) Department Directors
- 3. Citizen's Remarks. (City Council limits Citizen's Remarks to three (3) minutes each)
- 4. Approval of Minutes:

Approval of the Minutes of the Economic Development Committee Meeting held on September 4, 2018

	11	Council Meeting held on September 4, 2018
5.	Economic Development Committee Ordinance No. 2018-144	An Ordinance authorizing the Mayor to enter in to a Job Creation Incentive Grant Agreement with PRICE FOR PROFIT LLC, DBA INSIGHT2PROFIT; and declaring this to be an urgent measure
6.	Finance and Insurance Committee Ordinance No. 2018-143	An Ordinance authorizing and directing the payment of certain claims (Bills) for Professional and other services; and declaring this to be an urgent measure
7.	Finance and Insurance Committee Resolution No. 2018-5	A Resolution accepting the amounts and rates as determined by the Budget Commission and authorizing the necessary Tax Levies and certifying them to the County Fiscal Officer; and declaring this to be an urgent measure
8.	Finance and Insurance Committee Ordinance No. 2018-145	An Ordinance authorizing the Mayor to purchase gasoline from the State of Ohio Term Contracts/Schedules (STS) through Great Lakes

Ordinance No. 2018-145

Petroleum, Co., waiving competitive bidding; and declaring this to be an urgent measure

9. Public Works Committee Ordinance No. 2018-146

An Ordinance accepting a certain bid from Carron Asphalt Paving, Inc. for the 2018 Asphalt Patching Program; and declaring this to be an urgent measure

10. Public Works Committee Ordinance No. 2018-147

An Ordinance authorizing the Mayor to enter into Change Order No.1 with Greenman-Pedersen, Inc. ("GPI") for Construction Administration/ Construction Inspection Services for the 2018 Richmond Road Northbound Lanes Replacement Project; and declaring this to be an urgent measure

11. Correspondence:

Notice to Legislative Authority for a transfer of liquor permit from Noble Interstate Management Group, LLC d/b/a Embassy Suites Beachwood, 3775 Park East Drive Beachwood, Ohio, 44122 to Monarch Beachwood, LP d/b/a Embassy Suites Beachwood, 3775 Park East Drive Beachwood, Ohio 44122.

Notice to Legislative Authority for a new liquor permit for Monarch Beachwood, LP d/b/a Embassy Suites Beachwood, 3775 Park East Drive Beachwood, Ohio 44122.

Page Two Special Council Meeting Agenda September 24, 2018

PENDING

1. Planning and 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

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A JOB CREATION INCENTIVE GRANT AGREEMENT WITH PRICE FOR PROFIT LLC, D.B.A. INSIGHT2PROFIT; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City of Beachwood continues to pursue new and efficient economic development strategies that are fiscally responsible, support the creation of new jobs, and grow the City's economic tax base; and

WHEREAS, City Council passed Ordinance No. 2013-10 creating the Job Creation Incentive Grant Program using non-tax revenue to promote local businesses who create new full-time equivalent jobs and/or additional payroll within the City; and

WHEREAS, PRICE FOR PROFIT LLC, D.B.A. INSIGHT2PROFIT has expressed an interest in participating in the City's Job Creation Incentive Grant Program; and

WHEREAS, INSIGHT2PROFIT will bring One Hundred (100) full-time jobs in the first year, followed by Ten (10) full-time jobs in the second year, and Eleven (11) full-time jobs in the third year, with an estimated Ten Million Dollars (\$10,000,000.00) in new payroll in the first year, One Million Dollars in new payroll in the second year, and One Million Dollars in new payroll in the third year; and

WHEREAS, such grant agreement provides for a reimbursable annual grant payment equal to no more than fifty percent (50%) of the total annual payroll taxes paid to the City of Beachwood during the five (5) year duration of the agreement; and

WHEREAS, this Council desires to authorize the Mayor to enter into a Job Creation Incentive Grant Agreement with PRICE FOR PROFIT LLC, D.B.A. INSIGHT2PROFIT.

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 a Job Creation Incentive Grant Agreement with PRICE FOR PROFIT LLC, D.B.A. INSIGHT2PROFIT. The Agreement shall be in a form substantially similar to the Agreement attached hereto and incorporated herein.
- Section 2: It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 Codified Ordinances of the City.
- Section 3: This Ordinance is declared to be an urgent measure which is immediately necessary for the public peace, health or safety or the efficient operation of the City; and for the further reason that the immediate necessity of authorizing a grant agreement will provide for the creation of new jobs within the City as soon as possible and, thereby, enhance the City's tax revenues; 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.

ORDINANCE NO. 2018-144

Attest:	I hereby certify this legislation was duly adopted on the 17 th day of September, 2018, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 18 th day of September, 2018.	
	Clerk	
Approval:	I have approved this legislation this 18 th day of September, 2018, and filed it with the Clerk.	
	Mayor	

JOB CREATION INCENTIVE GRANT AGREEMENT

This Job Creation Incentive Grant Agreement ("Agreement") is entered into between the City of Beachwood, Ohio ("Beachwood"), an Ohio Municipal Corporation located at 25325 Fairmount Boulevard, Beachwood, Ohio, 44122, and Price for Profit LLC, ("Company") an Ohio Limited Liability Company, and I2P Holdings, Inc., an Ohio Corporation, both currently located at 6140 Parkland Boulevard, Cleveland, Ohio 44124, (collectively referred to hereinafter as "Company"), to promote economic development within the City of Beachwood and to assist the Company in encouraging growth and the creation and retention of jobs within the City and to further provide financial incentives to the Company provided the Company meets the criteria of the Job Creation Incentive Grant Program ("JCIGP") described herein.

WITNESSETH:

WHEREAS, Beachwood recognizes the importance of economic development and the significant role that economic development plays in providing excellent city services to its residents; and

WHEREAS, Beachwood is uniquely situated to provide a business friendly environment for new and existing businesses within its municipal boundaries; and

WHEREAS, Beachwood City Council passed Ordinance No. 2013-10 creating the JCIGP using non-tax revenue to promote local businesses to create new full-time and full-time equivalent jobs and/or additional payroll within the Beachwood; and

WHEREAS, the Company desires to move its operations to Beachwood, Ohio and will create one hundred (100) full-time jobs in the first year, followed by ten (10) full-time jobs in the second year, and eleven (11) full-time jobs in the third year, generating an estimated Twelve Million Dollars (\$12,000,000) in new annual payroll over three (3) years at the Beachwood location; and

WHEREAS, Beachwood acknowledges and agrees that the said job creation qualifies for the JCIGP.

Now, Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Beachwood and the Company hereby agree to the following terms and conditions:

I. PURPOSE.

The purpose of this Agreement, including the "Application" attached hereto and made a part hereof as Exhibit "A" and the Job Creation Incentive Grant Overview and Guidelines (the "Guidelines") attached hereto and made a part hereof as Exhibit "B", is to

set forth the terms and conditions to govern the Job Creation Incentive Grant between Beachwood and the Company.

The Company, while in good standing with the terms and conditions of this Agreement, and the terms and conditions of the JCIGP, will be eligible for an annual grant payment ("Grant") based on a percentage of the annual City income taxes generated by new full-time jobs or new full-time equivalent jobs created in Beachwood.

The Company will only be eligible for an annual grant payment when it has achieved a Complying Year as defined herein and maintained agreed employment levels or payroll levels for that Grant year.

(a) Job Creation. For purposes of this Agreement, "Full-Time" and "Full-Time Equivalent" means at least 2,080 hours of work per year per employee. Full-Time or Full-Time Equivalent may include hourly and salaried employees.

For purposes of this Agreement, "New Job" means the following:

- Year 1 (2019): Create the equivalent of at least one hundred (100) new full-time jobs by December 31, 2019 and as verified by March 31, 2020;
- Year 2 (2020): Create the equivalent of at least ten (10) new full-time jobs by December 31, 2020 and as verified by March 31, 2021;
- Year 3 (2021): Create the equivalent of at least eleven (11) new full-time jobs by December 31, 2021 and as verified by March 31, 2022.

For purposes of this Agreement, "New Job" does not include returns to work from layoff or furlough, return from termination of any kind or return from sick leave, other medical leave of absence, or any other preexisting form of employment with the Company.

(b) New Payroll. The Company agrees to create new payroll in the amount of at least \$12,000,000.00 by December 31, 2021 and to maintain such minimum payroll for a period through December 31, 2023.

For purposes of this Agreement, new payroll for each year shall be as follows:

- Year 1 (Calendar year 2019): Ten Million Dollars and No Cents (\$10,000,000.00) in total new payroll as verified by March 31, 2020;
- Year 2 (Calendar year 2020): One Million Dollars and No Cents (\$1,000,000.00) in new payroll over and above the preceding year as verified by March 31, 2021;

• Year 3 (Calendar year 2021): One Million Dollars and No Cents (\$1,000,000.00) in new payroll over and above the preceding year as verified by March 31, 2022.

II. TERM AND TERMINATION

In accordance with the Application and the Guidelines, this Agreement shall be in effect from January 1, 2019 through and including December 31, 2028. Notwithstanding the foregoing, Beachwood may terminate this Agreement prior to the expiration of the term hereof, if the Company has two (2) or more consecutive Non-Complying Years.

III. NEW EMPLOYMENT OR PAYROLL REQUIRED BY PRICE FOR PROFIT LLC.

Pursuant to the Application, the Company shall create a minimum of one hundred and twenty-one (121) new full-time or full-time equivalent jobs at its Beachwood location with a minimum payroll of at least \$12,000,000.00 by December 31, 2021. If the Company operates multiple facilities within Beachwood then, for purposes of job retention, new job creation and/or new payroll generation, the Company, at its option may, aggregate all new or additional employment and payroll from all of its Beachwood operations.

IV. GRANT.

When the Company has satisfied the terms of this Agreement by having a Complying Year under this Agreement and Application, then, so long as the Company remains in compliance with the terms herein, the Company shall receive an annual Grant from Beachwood representing an amount equal to a portion of income tax paid to the City of Beachwood by the Company for each such Complying Year. The Company shall receive the Grant no later than March 31 of the following year, for the five (5) calendar years commencing with January 1, 2019. The foregoing notwithstanding, the said Grant shall be limited to and correspond with Beachwood Ordinance No. 2018-____, this Agreement, the Application, the Guidelines and the following:

(a) Complying Year. In order to qualify for an annual Grant in any given calendar year during the term of this Agreement, the Company must report employment of at least Seventy-Five Percent (75%) of its job creation or at least Seventy-Five Percent (75%) of its new payroll commitments for that calendar year, as set forth in the Application. This includes new full-time jobs and full-time equivalent job commitments.

The parties understand that a Complying Year is either the creation of Full-Time jobs as set forth in Section I(a) or the generation of new payroll in the amounts set forth in Section I(b).

- (b) Grant Amount. Beachwood will award the Company a yearly Grant equal to a maximum rate of Fifty Percent (50%) of Beachwood's share of municipal income taxes paid by the Company for each Complying Year within a period of five (5) years, subject to offset for any less than fully Complying Years in accordance with the schedule set forth in the terms of the Guidelines. A hypothetical Grant amount award calculation is included at Exhibit "C" which is attached hereto and made a part hereof.
- (c) Certain Limitations. Grants awarded to the Company shall be based only on income taxes paid to and retained by Beachwood and shall not be based on any portion of taxes that Beachwood is required by law or contract to share with the State of Ohio, any other political subdivision of the State of Ohio or any other taxing district of the State of Ohio.
- (d) No Assignment. The Grant awards described herein are non-assignable by the Company without the express written consent of Beachwood. Said consent may only be given via the legislative action of Beachwood City Council. Notwithstanding the foregoing, the Grant awards described herein are assignable to, and shall be deemed automatically assigned to, any entity that acquires all or substantially all of the ownership interests or assets of the Company, whether by sale and purchase, merger or operation of law.
- (e) Ordinance No. 2018-__. By an affirmative vote of its members, Beachwood City Council passed Ordinance No. 2018-__, which ordinance was signed by the Beachwood Mayor on September 18, 2018, authorizing the Mayor to enter into this Agreement. This Agreement may not be amended without the authorization of City Council and the Mayor of the City of Beachwood.

V. ANNUAL REPORTING AND VERIFICATION.

- (a) Annual Reporting. Upon the request of Beachwood made no more frequently that one (1) time during any twelve (12) month period throughout the term of this Agreement, the Company shall submit an Annual JCIGP Report upon forms provided by Beachwood (the "Report") a copy of which is attached hereto as Exhibit "D". The Report shall document new employment and yearly payroll as attained by the Company.
- (b) Verification. Beachwood shall have the right to verify all data in the Report by reviewing and inspecting relevant payroll records of the Company. Beachwood and the Company will cooperate to effectuate said review and inspection of payroll reports within thirty days (30) of Beachwood's request for the same provided, however, that (i) any such review shall occur only during normal business hours following reasonable advance written notice thereof to the Company, and (ii) Beachwood, upon written request by the Company, shall enter into a commercially reasonable confidentiality agreement covering any confidential information that is disclosed by the Company.

VI. CLAW BACK.

If the Company, or any successor, as applicable, should cease operations in Beachwood or move any of its Beachwood operations outside of Beachwood prior to December 31, 2028 for any reason, then, within thirty (30) days of demand, the Company shall return all Grant monies that it previously received from Beachwood pursuant to this Agreement, or such lesser amount as the City of Beachwood may demand, plus interest at the statutory rate. If Company, or any successor, if applicable, fails to return said monies to Beachwood in a timely manner, Beachwood may commence legal action in any court holding jurisdiction over this matter. If Beachwood initiates any such legal action and prevails therein, then the Company or any successor, as applicable, shall be responsible for, in addition to any award or judgment, reasonable attorney fees (including retention of outside counsel by Beachwood), courts costs and other court related expenses incurred by Beachwood in the prosecution of its claim.

VII. AMENDMENTS.

This Agreement may be amended only by the written consent of both Beachwood and the Company. Any amendment by Beachwood shall require the authorization of Beachwood City Council via legislation with approval of said legislation by the Mayor of the City of Beachwood.

VIII. INTERPRETATION OF THIS AGREEMENT.

Beachwood Ordinance No. 2018- ___, this Agreement, the Application, and the Guidelines shall be read and interpreted to complement and harmonize with each other. If a conflict exists between or among the Agreement, Guidelines and Application, the more specific provisions shall control. This Agreement shall be interpreted in accordance with the laws of the State of Ohio.

IX. JURISDICTION.

Any cause of action brought to enforce the terms and condition of this Agreement or any of its attachments may only be brought in a court of competent jurisdiction within the State of Ohio.

X. NOTICES.

Required notices under this Agreement shall be sent to:

If to the City:

Keri A. Zipay

Business Retention Specialist 25325 Fairmount Blvd. Beachwood, Ohio 44122 Keri.Zipay@BeachwoodOhio.com

and

Diane A. Calta
Director of Law
Nathalie E. Naso
Assistant Law Director
25325 Fairmount Boulevard
Beachwood, Ohio 44122
Diane.Calta@BeachwoodOhio.com

If to Price for Profit LLC:

Pete DeRooy CFO, Price for Profit LLC 6140 Parkland Blvd. Cleveland, Ohio 44124

XI. FORCE MAJEURE.

Either party hereto shall be excused for the period or periods of delay in the performance of any of its obligations hereunder when delayed, hindered or prevented from so doing by any cause or causes beyond such party's control, which shall include, without limitation, all labor disputes, riots, civil commotion or insurrection, war or warlike operations, invasion, rebellion, military or usurped power, sabotage, governmental restrictions, regulations or controls, inability to obtain any materials, services or financing, fire or other casualties, acts of God or other matters constituting impossibility of performance under applicable law.

XII. COUNTERPARTS.

This Agreement may be executed by the undersigned in any number of counterparts, each of which shall be deemed to constitute an original, and all of which, when taken together, shall be deemed to constitute one and the same instrument. Beachwood or the Company may deliver an executed copy of this Agreement by facsimile or other electronic

transmission to the other party and any such delivery shall have the same force and effect as delivery of a manually signed copy of this Agreement.

IN WITNESS WHEREOF, the Company and Beachwood, intending to be legally bound hereof, have caused their duly authorized representatives to execute this Agreement as of the date and year last written below.

Beachwood, Ohio:	PRICE FOR PROFIT LLC	
BY: Martin S. Horwitz, Mayor Date Date	BY:Ryan White, CEO & Shareholder	
Approved as to form:		

City Law Department
Diane A. Calta, Law Director
Nathalie E. Naso, Assistant Law Director
25325 Fairmount Boulevard
Beachwood, Ohio 44122
(216) 595-5462

EXHIBIT "A" APPLICATION [ATTACH HERE]



Job Creation Incentive Grant Application

The following is an application to the City of Beachwood, Ohio located in the
County of Cuyahoga by <u>TZP HOLDINGS</u> , INC. hereinafter referred to (Enterprise name)
as the Enterprise.
I. General information
Applicant: Enterprise Name IZF HOLDINGS, INC
Home Office Street Address 6140 PARKIAND BLVD
City MAYGIELD HTS State OHO Zip code 44124
Local Site Street Address To BE DETERMINES
City BEACHWOOD State 01410 Zip code 44122
Contact Person Name PETE DEROOF
Telephone 440 - 667 - 4335 Fax N/A
Email pderooy@insight2psofit. com
Primary business activity of the enterprise
PROVIDE CLIENTS WITH CONSULTING AND SUFTMARE SOLUTIONS DESIGNED
NAICS Code that apply to the products produced by the enterprise.
NAICS Code # NAICS Code #
NAICS Code # NAICS Code #
Form of business of Enterprise (corporation, partnership, proprletorship, or other).
CORFORATION

	me of principal owner(s) or officers of the enterprise (attach list, if cessary).
119	RYAN WHITE, CEO AND SHAREHULDER
SELECTION	
	es the Enterprise owe:
Α.	Any delinquent taxes to the State of Ohio or any County, City or Township within the State of Ohio?
	Yes No
В.	Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State?
	YesNo
C.	Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not?
	Yes No
D.	If yes to any of the above, please provide details of each instance including, but not limited to, the location, the amounts and/or case identification numbers (attach additional sheets if needed).
	NA

-	
CLOMPAG	
-	
desdoor	

II. Financial Information			
Federal Identification Number (FEIN)			
III. Employment & Payroll Information			
A. State the enterprise's current employment level at the site:			
Current Full-time Permanent Employment at proposed project s	ite:		
Current Full-time Temporary Employment at proposed project s			
Current Part-time Permanent Employment at proposed project s	site:		
Current Part-time Temporary Employment at proposed project site:			
B. Enterprise's current employment level in Beachwood: Current total Full-time Permanent Employment:			
C. List schedule for hiring new full-time positions:			
2019 2020 2021 Year 1 Year 2 Year 3			
100(1)			

(1) RELOCATED EMPLOYEES + NEW HARES

D. Estimate the amount of annual payroll new employees will add. New Full-time Permanent Year 1: \$ 10,000,000

Year 2: \$ 1,000,000

Year 3: \$ 1,000,000

E. Application Fee

A non-refundable application fee of \$750.00 in the form of a check made payable to the City of Beachwood shall be submitted with the application.

IV. Certifications of Information

Submission of this application expressly authorizes the City of Beachwood to contact any agency to confirm the statements contained herein. The Applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C)(1) and 2921.13(D)(1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefits as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

An	Aversor 31, 2018
Signature CEO	Date RYAN WHITE
Title	Printed Name

A copy of this application will be attached to the final Job Creation Incentive Grant Program Agreement as Exhibit A.

EXHIBIT "B"

GUIDELINES

[ATTACH HERE]

JOB CREATION INCENTIVE GRANT PROGRAM BEACHWOOD OHIO

The City of Beachwood has established a Job Creation Incentive Grant (JCIG) program that offers incentives to eligible businesses that are creating new, full time or full time equivalent jobs. The City will offer an eligible company an annual grant payment based on a percentage of the annual payroll withholding taxes generated by jobs that are new to the City of Beachwood.

• The program will be structured as a grant (refund) based upon the creation of new full time or full time equivalent jobs.

• Beachwood's payroll withholding tax is 2%. Grants are based upon a percentage of the payroll tax withheld for new jobs created as a result of an approved project (see Grant Guidelines below).

• Each grant must be approved by City Council and the Mayor prior to the applicant company undertaking the project.

• The program will be available to businesses considering a relocation/expansion into

Beachwood or existing Beachwood businesses considering an increase of full time jobs in the city. In order to be eligible, a company locating a new business in Beachwood must create

within a 3 year period a minimum of 30 full time or full time equivalent jobs new to the City of Beachwood or a minimum annual payroll of \$1,000,000 new to the City of Beachwood.

A company already located in Beachwood and expanding at its current facility, or expanding at a new facility within the city, must create within a 3 year period a minimum of 30 new full time or full time equivalent jobs or a minimum annual payroll of \$1,000,000 new to the City of Beachwood, while maintaining its current employment workforce and payroll.

Independent contractor positions are not eligible.

Retail and food service businesses are not eligible.

Grant Guidelines:

The maximum grant will be for 5 years and 50%. All grants will be based on new payroll projections according to the following schedule:

New Payroll by end of Year 3	Length of grant	Suggested Award Rate
\$1 million to \$3 million \$3 million to \$6 million \$6 million to \$8 million \$8 million and above	3 years 4 years 4 years 5 years	30% 35% 40% 50%

- For companies already located in Beachwood, only new payroll shall be used to determine the number of years and the award percentage of the grant. The company will be required to maintain the workforce levels and payroll that are current when the grant application is filed.
- If the company is leasing space, the number of years of the grant may be limited so as not to exceed the current lease term.

- The grant agreement will be for a specific location. However, if a company has multiple locations in the City and total employment and payroll projections are met at any combination of locations in the City, the company will qualify for the grant payments.
- The date by which Year 1 job projections must be met will be specified in the agreement. If a project start or occupancy of a project facility is delayed, the company may send a written request for a one year extension to the Development Department. City Council must approve the extension.
- If a project or occupancy of a project facility begins in the 3rd or 4th quarter of the year and the company is not able to meet its Year 1 projections by December 31st of that year, Year 1 shall be considered the first full year of occupancy.

Project Performance -grants will be awarded annually according to the schedule below:

% of Payroll Projections Met	% of Grant Awarded
90-100%	full grant/credit
85-89%	reduce grant by 5% (e.g.: 40% grant reduced to 35%)
80-84%	reduce grant by 10%
75-79%	reduce grant by 15%
Less than 75%	no grant for that year

The amount of the grant will be calculated annually based on the company's performance in meeting its payroll and employment projections for the previous year. The company must achieve at least 75% of the job creation projection for the previous year in order to receive any benefits.

For purposes of calculating the amount of the grant each year, exercised stock options will not be included in annual payroll.

Application Procedures:

Application forms will be available from the Development Department. A non-refundable application fee of \$750 in the form of a check made payable to the City of Beachwood shall be submitted with the application.

Annual Reporting:

- Upon the City's request and on forms provided by the City, companies must submit an annual Job Creation Grant report documenting new employment and payroll. This report will be required annually during each year that a grant is being awarded.
- The annual performance reports will be reviewed by the Director of Development and the Finance Director. An annual report will be prepared by the Director of Development and presented to the Mayor and City Council.

Claw back provision:

Each agreement will include a binding claw back provision requiring repayment of grant moneys if the company leaves the City during the term of the agreement.

Terminating Agreement:

- 1. If the project does not proceed as specified in the agreement or within the one year extension period, Council may rescind the agreement upon recommendation of the Director of Development.
- 2. If a company fails to meet 75% of its payroll or employment projections in three consecutive years at any time during the term of the agreement, City Council shall rescind the agreement.

EXHIBIT "C"

HYPOTHETICAL GRANT AMOUNT AWARD CALCULATION [ATTACH HERE]

Insight 2 Profit - JCIG estimated incentive

Year	9
1	
2	
3	
4	
5	

		Projected
Projected Payroll	Income Tax	Rebate
\$10,000,000	\$200,000	\$100,000
\$11,000,000	\$220,000	\$110,000
\$12,000,000	\$240,000	\$120,000
\$12,000,000	\$240,000	\$120,000
\$12,000,000	\$240,000	\$120,000

\$570,000

EXHIBIT "D"

ANNUAL JCIGP REPORT [ATTACH HERE]



Job Creation Incentive Grant Program Employee Verification

JCI	G Ordinance Number:	Date of Ordinance:		
Con	npany:	Contact:		
		Title:		
Prin	nary Business Address:	Email:		
		Phone:		
		Fax:		
	ect Details:			
Len	gth of Grant:			
Perc	rentage of Grant:%			
Star	ting Date of Grant:			
End	ing Date of Grant:			
Job	Creation Payroll Commitments:			
	Year 1 New Jobs	New Payroll		
	Year 2 New Jobs	New Payroll		
	Year 3 New Jobs	New Payroll		
	Year 4 New Jobs	New Payroll		
	Year 5 New Jobs	New Payroll		

Please list each new employee hired as part of the project. Note: Stock options are not to be included in reported wages.

Employee's Name	w employee hired as part of Last 4 Digits of SSN	First Work Date in	Last Work Date in	Wages for Employee from Box #18 on W2
		Grant Year	Grant Year	from Box #18 on W2
			 	
			 	
			 	
		 		_
		†		
	-		 	+
		 		

Print Name:	Title:
Signature:	Date:

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:

For Supplies and Services	September 17, 2018	\$37,279.51
G. Gifford Dyer	Plan Review Services	\$438.37
GPD Associates	Engineering Services	\$33,826.64
Tactical Planning	Engineering Services	\$2,012.50
Michael H. Wildermuth	Plan Review Services	\$1,002.00

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 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 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 17 th day of September 2018 and presented to the Mayor.
	Clerk

Approval: I have approved this legislation this 18th day of September and filed it with the Clerk.

Mayor

AN ORDINANCE AUTHORIZING AND DIRECTING THE PAYMENT OF CERTAIN CLAIMS (BILLS) FOR PROFESSIONAL AND OTHER SERVICES

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:

For Supplies	and Services	September 17, 2018	\$37,279.51
G. Gifford Dy		Plan Review Services	\$438.37
GPD Associat		Engineering Services	\$33,826.64
Tactical Plann	0	Engineering Services	\$2,012.50
Michael H. W	lidermuth	Plan Review Services	\$1,002.00
Section 2: committees re open to the pu	elating to the passage	mined that all formal actions and deliber of this legislation that resulted in formal Chapter 105 of the Codified Ordinances	action were in meetings
necessary to a	health or safety or the	ereby declared an urgent measure immed efficient operation of the City; and for the for services available for use at the earlies ens.	e further reason that it is
WHEREFOR		be in full force and effect from and after t	the earliest date
Attest:	I hereby certify that the 2018 and presented to	his legislation was duly adopted on the 17to the Mayor.	th day of September
		Clerk	
Approval:	I have approved this l	egislation this 18st day of September and	filed it with the Clerk.
		M	
		Mayor	

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

September 1, 2018

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 August 2018 (Cost breakdown sheet attached)

\$438.37

Total amount due

\$438.37

Thank You,

G. Gifford Dyer

	APPROVED FOR PAYMENT	
BY:	Wh	
DATE	9/5/18	
P/0:		

G. GIFFORD DYER-ARCHITECT

BEACHWOOD PLAN REVIEW

Month August 2018

GG Dyer	Beachwood	Job Name	Time	Charge
Job No.	PR No.			
CB 18-12	2018-30435	LEE SILSBY COMPOUNDING PHARMACY 23865 MERCANIE PLOAD	4/4 1/2	354.8
CB 18-09	2018-29393	23865 MERCHINE PROAD DIMOND DIRECT LAPLACE FRENION MALL : SPACE 417 2101 PUCHMOND PROAD	1 HR	83.50
			,	
		TOTAL		E ,
		TOTAL	54#	438.37

Summary of Engineering Invoices September 17, 2018 Professional Service Ordinance

	Invoice	Original		Payment			2018	2017	2016
Invoice #	Date	Amount	Adjustment	Amount	Fund	Billed Out		MBRA	ICES
2017120.48-1	12/31/2017	\$284.00	\$0.00	\$284.00	Deposits		X		
2018120.18-1	7/13/2018	\$104.00	\$0.00	\$104.00	Deposits		×		
2018046.01-7	8/10/2018	\$1,964.00	\$0.00	\$1,964.00	General		×		
2016119.14-15	8/10/2018	\$1,599.00	\$0.00	\$1,599.00	Capital			X	
2017119.12-12		\$489.50	\$0.00	\$489.50	Capital			X	
2017119.12-13	8/10/2018	\$2,538.00	\$0.00	\$2,538.00	Capital		X		
2018119.01-7	8/10/2018	\$1,298.00	\$0.00	\$1,298.00	General		X		
2018119.05-2	8/10/2018	\$866.00	\$0.00	\$866.00	General		×		
2018119.07-5	8/10/2018	\$5,233.00	\$0.00	\$5,233.00	Capital		×		
2018119.10-4	8/10/2018	\$1,500.00	\$0.00	\$1,500.00	Capital		×		
2018119.12-3	8/10/2018	\$1,144.00	\$0.00	\$1,144.00	General		X		
2018119.16-1	8/10/2018	\$2,054.00	\$0.00	\$2,054.00	General		X		
2018120.06-2	8/10/2018	\$1,672.14	\$0.00	\$1,672.14	General		X		
2018119.06-5	8/10/2018	\$4,337.00	\$0.00	\$4,337.00	Deposits	Dominion	X		
2018119.13-3	8/10/2018	\$513.50	\$0.00	\$513.50	Deposits	Dominion	×		
2018120.12-2	8/10/2018	\$1,317.50	\$0.00	\$1,317.50	Deposits	Dominion	×		
2018120.26-1	8/10/2018	\$312.00	\$0.00	\$312.00	Deposits	Michael Kertes	X		
2018120.27-1	8/10/2018	\$208.00	\$0.00	\$208.00	Deposits	Lake Erie Electric	X		
2018120.32-1	8/10/2018	\$104.00	\$0.00	\$104.00	Deposits	Cook Paving & Construction	X		
2018120.30-1	8/10/2018	\$416.00	\$0.00	\$416.00	Deposits	Mastec North American Inc.	X		
2017120.06-14		\$472.50	\$0.00	\$472.50	Deposits	Brickhaus Beachwood	X		
2017120.09-16		\$549.50	\$0.00	\$549.50	Deposits	Edward Rose Dev Comp	X		
2017120.15-3	8/10/2018	\$104.00	\$0.00	\$104.00	Deposits	Edward Rose Dev Comp	X		
2016120.06-5	8/10/2018	\$54.00	\$0.00	\$54.00	Deposits	Amicon Construction	X		
2017120.23-8	8/10/2018	\$381.50	\$0.00	\$381.50	Deposits	Equity Planning Corp	X		
2017120.44-5	8/10/2018	\$800.50	\$0.00	\$800.50	Deposits	Geis Construction	X		
2017120.45-3	8/10/2018	\$54.00	\$0.00	\$54.00	Deposits	Dommus Construction	X		
2018120.15-2	8/10/2018	\$131.00	\$0.00	\$131.00	Deposits	Dommus Construction	X		
2018120.16-2	8/10/2018	\$104.00	\$0.00	\$104.00	Deposits	Dommus Construction	X		
2018120.22-1	8/10/2018	\$575.50	\$0.00	\$575.50	Deposits	Ohio Paving & Construction	X		
2018120.23-1	8/10/2018	\$1,232.50	\$0.00	\$1,232.50	Deposits	Ohio Paving & Construction	X		
2018120.25-1	8/10/2018	\$208.00	\$0.00	\$208.00	Deposits	Payne & Payne Custom	X		
2018120.28-1	8/10/2018	\$424.00	\$0.00	\$424.00	Deposits	Carron Asphalt Paving	X		
2018120.31-1	8/10/2018	\$208.00	\$0.00	\$208.00	Deposits	Palmieri Builders Inc.	X		
2018120.29-1	8/10/2018	\$104.00	\$0.00	\$104.00	Deposits	Old World Classics	X		
2018120.29-1	8/10/2018	\$208.00	\$0.00	\$208.00	Deposits	The Krill Company	×		
2018120.19-2	8/10/2018	\$262.00	\$0.00	\$262.00	Deposits	Albion Construction	X		

Total To Pay	\$33,826.64
Total Capital Fund	\$11,359.50
Total General Fund	\$8,998.14
Total Deposits	\$13,469.00
Total Street Const. Mant.	\$0.00
Less: Billable Charges	(\$13,469.00
Net Paid by City:	\$20,357,64



Invoice

City of Beachwood

Attn: Larry Heiser, Finance Director

25325 Fairmount Blvd. Beachwood, OH 44122 August 10, 2018

Invoice No:

2016119.14 - 15

Invoice Total

\$1,599.00

Project

2016119.14

Beachwood - Richmond Rd - Replace NB Lanes

Hourly Max Not to Exceed \$112,960.00 P.O.#2016-03722 \$84,600.00 P.O.#2017-03810 \$22,960.00 Service Dept.

Professional Services from June 30, 2018 to July 27, 2018

600	Construction Services				
Personnel					
		Hours	Rate	Amount	
lanager					
i, Joseph		10.00	104.00	1,040.00	
Nicholas		4.00	104.00	416.00	
fter					
Jamie		1.00	71.00	71.00	
r Coordinator					
, Gary		1.00	72.00	72.00	
Totals		16.00		1,599.00	
Total La	bor				1,599.00
			Total th	is Task	\$1,599.00
			Total this I	Invoice	\$1,599.00
	lanager i, Joseph Nicholas fter Jamie r Coordinator o, Gary Totals	I Personnel Janager i, Joseph Nicholas fter Jamie r Coordinator o, Gary	I Personnel Hours Janager j, Joseph 10.00 Nicholas 4.00 fter Jamie 1.00 r Coordinator o, Gary 10.00 Totals	Hours Rate	Hours Rate Amount

Outstanding Invoices

11001000		
Number	Date	Balance
13	6/8/2018	1,445.00
14	7/13/2018	2,319.00
Total		3,764.00

Billings to Date

Total Prior Current 1,599.00 100,822.75 102,421.75 Labor 100,822.75 102,421.75 1,599.00 **Totals**

Net 30 days.

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



Invoice

City of Beachwood Attn: Michelle Kaplan P.O. Box 22659 Beachwood, OH 44122 Anicor Construction
#2017-28035

August 10, 2018

Invoice No:

2016120.06 - 5

Invoice Total

\$54.00

Project

2016120.06

Beachwood - P&Z 2016-06 23600 Commerce Dr Bldg #2

Building Dept.

Max Not To Exceed \$3,500.00

Professional Services from June 30, 2018 to July 27, 2018

Task

Inspection

Professional Personnel

		Hours	Rate	Amount	
Inspecto	or				
Mal	eski, Theodore	1.00	54.00	54.00	
	Totals	1.00		54.00	
	Total Labor				54.00
			Total th	is Task	\$54.00

Total this Invoice \$54.00

Outstanding Invoices

Number	Date	Balance
3	6/8/2018	266.00
4	7/13/2018	54.00
Total		320.00

Billings to Date

	Current	Prior	Total
Labor	54.00	526.00	580.00
Totals	54.00	526.00	580.00

DATE: 8-21-18 20: 783.000-53130



Invoice

City of Beachwood

Attn: Larry Heiser, Finance Director

25325 Fairmount Blvd. Beachwood, OH 44122 August 10, 2018

Invoice No:

2017119.12 - 12

Invoice Total

\$489.50

Project /

2017119.12

Beachwood - Fire Station #2

Service Dept

Professional Services from June 30, 2018 to July 27, 2018

Total Labor

Task

200

Engineering Plan Rev During Const Inspec

P.O.#2017-01991

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	2.00	104.00	208.00
Fini, Nicholas	1.00	104.00	104.00
CAD Drafter			
Fox, Jamie	2.50	71.00	177.50
Totals	5.50		489.50

Total this Task

489.50 \$489.50

Total this Invoice

\$489.50

Outstanding Invoices

Number	Date	Balance
9	6/8/2018	4,223.00
10	7/13/2018	3,202.50
11	7/13/2018	90.00
Total		7,515.50

Billings to Date

	Current	Prior	Total	
Labor	489.50	17,811.50	18,301.00	ADDROVED
Totals	489.50	17,811.50	18,301.00	APPROVED

BY:

E: 8-21-18

P/0: 2018-02299



Invoice

City of Beachwood

Attn: Larry Heiser, Finance Director

25325 Fairmount Blvd. Beachwood, OH 44122 August 10, 2018

Invoice No:

2017119.12 - 13

Invoice Total

\$2,538.00

Project + 11

2017119.12

Beachwood - Fire Station #2

Service Dept.

Professional Services from June 30, 2018 to July 27, 2018

Task

300

Inspection - 2018

P.O.#2018-01699 P.O.#2018-02299

Professional Personnel

	Hours	Rate	Amount
Inspector			
Carey, Donald	18.00	54.00	972.00
Cortes, Hector	2.00	54.00	108.00
Maleski, Theodore	23.00	54.00	1,242.00
Inspector Coordinator			
Hollo, Gary	3.00	72.00	216.00
Totals	46.00		2,538.00
Total Labor			

Total Labor

Current Prior To-Date 2,538.00 4,313.00 6,851.00

Labor Limit Remaining

Billing Limits

6 Total this Task

\$2,538.00

2,538.00

Total this Invoice

\$2,538.00

Outstanding Invoices

Number	Date	Balance
9	6/8/2018	4,223.00
10	7/13/2018	3,202.50
11	7/13/2018	90.00
Total		7,515.50

APPROVED FOR PAYMENT

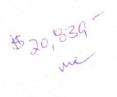
ATE: 8-21-18

13,000.00

6,149.00

P/0: 2018-02299

Project	2017119.12	Beachwood - F	ire Station #2		Invoice	13	
Billings to	Date						
		Current	Prior	Total			
Labor		2,538.00	17,811.50	20,349.50			
Totals	5	2,538.00	17,811.50	20,349.50			





Invoice

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

Brichaus Beachwood
2017-25892

August 10, 2018 Invoice No:

2017120.06 - 14

Total

Project

2017120.06

Beachwood - P&Z 2017-3 Brickhaus Partners Site Plan

Contract
Building Dept.

Professional Services from June 30, 2018 to July 27, 2018

Task	200	Inspection				
Professional	l Personnel					
			Hours	Rate	Amount	
Staff Eng	ineer					
Kote	cki, Kyle		.50	81.00	40.50	
Inspector	r					
Male	ski, Theodore		8.00	54.00	432.00	
	Totals		8.50		472.50	
	Total L	abor				472.50
				Total th	is Task	\$472.50
				Total this I	invoice	\$472.50

Balance

Outstanding Invoice	-

Number

	13	7/13/2018	625.50	
	Total		625.50	
Billings to	Date			
		Current	Prior	Total
Labor		472.50	10,184.00	10,656.50
Expense	2	0.00	87.40	87.40
Totals		472.50	10,271.40	10,743.90

Date

BY:	APPROVED FOR PAYMENT WA
DATE:	8-21-18
f#0:_	783-000-53130



Invoice

City of Beachwood

Attn: Larry Heiser, Finance Director

25325 Fairmount Blvd. Beachwood, OH 44122 Edward Rose la Co August 1594 August 100.

August 10, 2018

Invoice No:

2017120.09 - 16

Invoice Total

\$549.50

Project

Task

2017120.09

200

Beachwood - Rose Senior Living

Building Dept.

Professional Services from June 30, 2018 to July 27, 2018

Inspection

Professional Personnel			
	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	1.00	104.00	104.00
Staff Engineer			
Kotecki, Kyle	.50	81.00	40.50
Inspector			
Cortes, Hector	3.50	54.00	189.00
Maleski, Theodore	4.00	54.00	216.00

Maleski, Theodore 9.00 Totals **Total Labor**

549.50

Total this Task

549.50

\$549.50

Total this Invoice

\$549.50

Outstanding Invoices

Number	Date	Balance
14	6/8/2018	364.00
15	7/13/2018	85.50
Total		449.50

Billings to Date

	Current	Prior	Total	
Labor	549.50	10,711.00	11,260.50	
Totals	549.50	10,711.00	11,260.50	APPROVED FOR PAYMEN

Total



Invoice

City of Beachwood Attn: Larry Heiser, Finance Director 25325 Fairmount Blvd. Beachwood, OH 44122 fluxe for 1007 594 Htg 017-2659

August 10, 2018

Invoice No:

2017120.15 - 3

Invoice Total

\$104.00

Project

2017120.15

Beachwood - P&Z 2016-6(A) New Medical Office Building

Building Dept.

Max Not to Exceed \$3,500.00

Professional Services from June 30, 2018 to July 27, 2018

Task

100

Plan Review

Professional Personnel

.i somici				
	Hours	Rate	Amount	
iger				
seph	1.00	104.00	104.00	
Totals	1.00		104.00	
Total Labor				104.00
		Total thi	s Task	\$104.00
		Total this I	nvoice	\$104.00
	ger seph Totals	ger seph 1.00 Totals 1.00	ger seph 1.00 104.00 Totals 1.00 Total Labor Total Labor	Hours Rate Amount

1

Billings to Date

 Current
 Prior
 Total

 Labor
 104.00
 1,257.00
 1,361.00

 Totals
 104.00
 1,257.00
 1,361.00

	APPROVED FOR PAYMENT
BY:	Wi
DATE:	8-21-18
田:	783-000-53130



Invoice

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

Equity Planning loop

49-29-29-69-9

August 10, 2018

Invoice No:

2017120.23 - 8

Invoice

\$381.50

Project

2017120.23

Beachwood - Equity Beachwood P&Z 2017-14

Contract **Building Dept.** Receipt # 2018-29699 Max Not to Exceed \$13,500.00

Professional Services from June 30, 2018 to July 27, 2018

Task	100	Plan Review-Corp. P	ark Extension			
Professiona	l Personnel					
			Hours	Rate	Amount	
CAD Dra						
Fox,	Jamie		1.00	71.00	71.00	
	Totals		1.00		71.00	74.00
	Total Lab	oor				71.00 √
				Total th	is Task	\$71.00
Task	200	Inspection				
Professiona	l Personnel					
			Hours	Rate	Amount	
Staff Eng	gineer					
Kote	cki, Kyle		.50	81.00	40.50	
Inspecto	r					
Male	eski, Theodore		5.00	54.00	270.00	
	Totals		5.50		310.50	
	Total Lab	oor				310.50
				Total th	is Task	\$310.50
				Total this I	nvoice	\$381.50
Outstanding	g Invoices				APPROVED	FOR PAYMENT
	Number	Date	Balance	BY:	W	4
	6	6/8/2018	370.00			
	7	7/13/2018	1,962.50	DATE:	8-21	18
	Total		2,332.50			
				P40:	105,00	50.53/30

Project	2017120.23	Beachwood-Equity Beachwood P&Z 2017-14			Invoice	8	
Billings to	Date						
		Current	Prior	Total			
Labor		381.50	4,876.50	5,258.00			
Totals	3	381.50	4,876.50	5,258.00			



Invoice

City of Beachwood

Attn: Larry Heiser, Finance Director 25325 Fairmount Blvd.

Beachwood, OH 44122

Gers Lors to value \$2018-30049

August 10, 2018

Invoice No:

2017120.44 - 5

Invoice Total

\$800.50

Project

2017120.44

Beachwood - ORG New Office Bldg., Park East P&Z 2017-29

Building Dept.

Max Not to Exceed \$7,000.00

Professional Services from June 30, 2018 to July 27, 2018

Task 100 Plan Review **Professional Personnel** Amount Hours Rate CAD Drafter 71.00 71.00 1.00 Fox, Jamie 1.00 71.00 Totals 71.00 **Total Labor Total this Task** \$71.00 200 Inspection Task **Professional Personnel** Hours Rate Amount Project Manager Ciuni, Joseph 2.00 104.00 208.00 CAD Drafter .50 71.00 35.50 Fox, Jamie Inspector 2.00 54.00 108.00 Carey, Donald 378.00 54.00 Maleski, Theodore 7.00 11.50 729.50 Totals 729.50 **Total Labor** \$729.50 **Total this Task** Total this Invoice \$800.50 **Outstanding Invoices Balance** Date Number 565.00 3 6/8/2018

Project	2017120.44	Beachwood-ORG	New Office Bldg,	Park East	Invoice	5	
	4	7/13/2018	1,404.00				
	Total		1,969.00				
Billings to	Date						
		Current	Prior	Total			
Labor		800.50	3,365.50	4,166.00			
Totals		800.50	3,365.50	4,166.00			



Invoice

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

Donnes Constructor August 10, 2

100 August 10, 2

100 August 10, 2

100 August 10, 2

100 August 10, 2

August 10, 2018

2017120.45 - 3

\$54.00

Project

2017120.45

Beachwood - 25488 Bryden - New House

P.O.#2017-27871 **Building Dept.**

Max Not to Exceed \$1,500.00

Professional Services from June 30, 2018 to July 27, 2018

Inspection

Professional Personnel

Hours Rate **Amount** Inspector Maleski, Theodore 1.00 54.00 54.00 Totals 1.00 54.00 **Total Labor** 54.00 **Total this Task** \$54.00 **Total this Invoice** \$54.00

Billings to Date

Prior Total Current 54.00 212.00 266.00 Labor 212.00 266.00 54.00 **Totals**

	APPROVED FOR PAYMENT
BY:	WG
DATE:	8-21-18
物:_	783.000.53130



Invoice

City of Beachwood

Attn: Larry Heiser, Finance Director

25325 Fairmount Blvd. Beachwood, OH 44122 December 31, 2017

Invoice No:

2017120.48 - 1

Invoi Total

\$284.00

Project

2017120.48

Beachwood - 23300 Bryden Road

Building Dept.

Professional Services from November 25, 2017 to December 31, 2017

Task

100

Inspection - New Storm Lateral

Professional Personnel

CAD Drafter
Woycitzky, Robert 4.00 71.00 284.00
Totals 4.00 284.00
Total Labor 284.00

Total this Task \$284.00

tal this Invoice \$284.00

Total this Invoice

Billings to Date

 Current
 Prior
 Total

 Labor
 284.00
 0.00
 284.00

 Totals
 284.00
 0.00
 284.00

to 201 bees



Invoice

City of Beachwood

Attn: Larry Heiser, Finance Director

25325 Fairmount Blvd. Beachwood, OH 44122 August 10, 2018

Invoice No:

2018046.01 - 7

Invoice Total

\$1,964.00

Project

2018046.01

Beachwood - 2018 Traffic Engineering Services

P.O. #2018-00149

Max Not to Exceed \$48,000.00

Professional Services from June 30, 2018 to July 27, 2018

Task 056 June Signal Management **Professional Personnel** Hours Rate **Amount** Project Manager Gillespie, Ryan 2.50 260.00 104.00 Totals 2.50 260.00 **Total Labor** 260.00 **Total this Task** \$260.00

Task	057	July Signal Management					
Professional Personal	onnel						
			Hours	Rate	Amount		
Project Manage	r						
Gillespie, R	yan		8.00	104.00	832.00		
Hobbs, Michael			2.00	104.00	208.00		
Design Enginee	r						
Ferrell, Bret	tt		7.00	90.00	630.00		
	Totals		17.00		1,670.00		,
Total Labor						1,670.00	
Reimbursable Exp	enses						
Travel & Lodgin	g						
7/18/2018	Gillespie, Ryan	Travel			30.00		
7/18/2018	Company Vehi	cle Travel			4.00		
	Total Reimbu	ırsables			34.00	34.00	1

Total this Task \$1,704.00

Net 30 days.

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

8 - 21 - 18

P/0: 2018-00149

Project	2018046.01	Beachwood-2018 Traffic Eng S	ervices	Invoice	7
Billing Lin	nits	Current	Prior	To-Date	X
Total E	Billings	1,964.00	21,160.50	23,124.50	
Lir	mit			48,000.00	
Re	emaining			24,875.50	
			Total this 1	Invoice	\$1,964.00

Outstanding Invoices

Number	Date	Balance
5	6/8/2018	2,643.00
6	7/13/2018	3,086.00
Total		5,729.00



Invoice

City of Beachwood Attn: Larry Heiser, Finance Director

25325 Fairmount Blvd. Beachwood, OH 44122 August 10, 2018

Invoice No:

2018119.01 - 7

Invoice Total

\$1,298.00

Project

2018119.01

Beachwood - General Engineering Service Department

Service Dept.

Professional Services from June 30, 2018 to July 27, 2018

100	Meeting Attendance				
Personnel					
		Hours	Rate	Amount	
nager					
Joseph		4.00	104.00	416.00	
ini cell towers.					
Joseph		2.00	104.00	208.00	
dewalks meeting					
Totals		6.00		624.00	
Total La	bor				624.00
			Total th	is Task	\$624.00
	Personnel nager Joseph ni cell towers. Joseph dewalks meeting Totals	Personnel nager Joseph ni cell towers. Joseph dewalks meeting Totals	Personnel Hours nager Joseph 4.00 ni cell towers. Joseph 2.00 dewalks meeting Totals 6.00	Personnel Hours Rate nager Joseph 4.00 104.00 ni cell towers. Joseph 2.00 104.00 dewalks meeting Totals 6.00 Total Labor	Hours Rate Amount

Task	200	General Engineering				
Professional	Personnel					
			Hours	Rate	Amount	
Project M	anager					
Ciuni	, Joseph		1.00	104.00	104.00	
	CWD applications.					
Design Er	ngineer					
Gorm	nan, Jacqueline		5.50	90.00	495.00	
Senior De	esigner					
Weiss	sberg, Carl		1.00	75.00	75.00	
E	Baintree CWD fall	app.				
	Totals		7.50		674.00	
	Total La	bor				674.00
				Total th	is Task	\$674.00
				Total this I	nvoice	\$1,298.00

Net 30 days.

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

anutta 8-21 18

P/0: 2018-0014:

Project	2018119.01	Beachwood - Ge	eneral Engineering	Svc Dept	Invoice	7	
Outstandi	ng Invoices						
	Number	Date	Balance				
	5	6/8/2018	1,608.00				
	6	7/13/2018	2,831.00				
	Total		4,439.00				
Billings to	Date						
		Current	Prior	Total			
Labor		1,298.00	13,478.00	14,776.00			
Totals		1,298.00	13,478.00	14,776.00			



Invoice

City of Beachwood

Attn: Larry Heiser, Finance Director

25325 Fairmount Blvd. Beachwood, OH 44122 August 10, 2018

Invoice No:

2018119.05 - 2

Invoice \$866.00 Total

Project

2018119.05

100

Beachwood - Storm Water Codes - Update

Service Dept.

Max Not to Exceed \$2,500.00

Professional Services from June 30, 2018 to July 27, 2018

Task **Professional Personnel**

	Hours	Rate	Amount
Project Manager			
Valentic, Ivan	4.00	104.00	416.00
Meeting to review Stormwater and Erosion Contro	ol Ordinance.		
Design Engineer			
Maar, Johnathon	5.00	90.00	450.00
Totals	9.00		866.00
Total Labor			

Code Review for Updates

866.00 **Total this Task** \$866.00

Total this Invoice \$866.00

Outstanding Invoices

Number Date **Balance** 7/13/2018 1,178.00 Total 1,178.00

Billings to Date

Current Prior Total Labor 866.00 1,178.00 2,044.00 **Totals** 866.00 1,178.00 2,044.00



Invoice

City of Beachwood

Attn: Larry Heiser, Finance Director

25325 Fairmount Blvd. Beachwood, OH 44122 0.11

August 10, 2018

Invoice No:

2018119.06 - 5

Doninion 300

Invoice Total \$4,337.00

Project

2018119.06

Beachwood - Dominion Project - Ramsay / Richmond PIR 792

Service Dept.

Professional Services from June 30, 2018 to July 27, 2018

Task	100	Plan Review					
Professiona	al Personnel						
			Hours	Rate	Amount		
Project	Manager						
Ciui	ni, Joseph	7/24/2018	2.00	104.00	208.00		
CAD Dra	after						
Fox	, Jamie	7/6/2018	.50	71.00	35.50		
Fox	, Jamie	7/9/2018	.50	71.00	35.50		
Fox	, Jamie	7/18/2018	.50	71.00	35.50		
Fox	, Jamie	7/24/2018	.50	71.00	35.50		
	Totals		4.00		350.00		
	Total La	abor				350.00	1
				Total th	is Task	\$350.00	

Task	200	Inspection				
Profession	al Personnel					
			Hours	Rate	Amount	
Inspect	tor					
Car	rey, Donald	7/20/2018	2.00	54.00	108.00	
Car	rey, Donald	7/23/2018	6.50	54.00	351.00	
Ca	rey, Donald	7/24/2018	5.00	54.00	270.00	
Ca	rey, Donald	7/25/2018	7.00	54.00	378.00	
Ca	rey, Donald	7/26/2018	6.00	54.00	324.00	
Ca	rey, Donald	7/27/2018	5.00	54.00	270.00	
Ma	aleski, Theodore	7/2/2018	3.00	54.00	162.00	
Ma	aleski, Theodore	7/3/2018	2.00	54.00	108.00	
Ma	aleski, Theodore	7/5/2018	4.00	54.00	216.00	
Ma	aleski, Theodore	7/6/2018	4.00	54.00	216.00	
Ma	aleski, Theodore	7/10/2018	2.00	54.00	108.00	
Ma	aleski, Theodore	7/11/2018	3.00	54.00	162.00	
	aleski, Theodore	7/12/2018	3.00	54.00	162.00	
					APPROVEDED	H PRAME

Net 30 days.

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

DATE: 8-21-18

期: 783-600-53130

Project 2018119.06	Beachwood-Dominic	on Project-Rams	ay/Richmo	Invoice	5
Maleski, Theodore	7/13/2018	2.00	54.00	108.00	
Maleski, Theodore	7/16/2018	4.00	54.00	216.00	
Maleski, Theodore	7/17/2018	2.00	54.00	108.00	
Maleski, Theodore	7/18/2018	4.00	54.00	216.00	
Maleski, Theodore	7/19/2018	4.00	54.00	216.00	
Maleski, Theodore	7/20/2018	4.00	54.00	216.00	
Inspector Coordinator					
Hollo, Gary	7/18/2018	1.00	72.00	72.00	
Total		73.50		3,987.00	
Tota	Labor				3,987.00
			Total thi	s Task	\$3,987.00
			Total this I	nvoice	\$4,337.00

Outstanding Invoices

	Number	Date	Balance
	3	6/8/2018	3,364.00
	4	7/13/2018	4,072.00
	Total		7,436.00
Billinas to	Date		

	Current	Prior	Total
Labor	4,337.00	19,933.50	24,270.50
Totals	4,337.00	19,933.50	24,270.50



Invoice

City of Beachwood

Attn: Larry Heiser, Finance Director

25325 Fairmount Blvd. Beachwood, OH 44122 August 10, 2018

Invoice No:

2018119.07 - 5

Invoice Total

\$5,233.00

Project

2018119.07

Beachwood - Halburton Road Reconstruction - Phase 1 (Bryden to Brandon)

Service Dept. P.O.#2018-01035 \$101,000.00

Professional Services from June 30, 2018 to July 27, 2018

Task	100	Design					
Professional	Personnel						
			Hours	Rate	Amount		
Project Ma	Project Manager						
Ciuni, Joseph		7.00	104.00	728.00			
Fini, I	Nicholas	4.00	104.00	416.00			
CAD Draft	ter						
Fox,	Jamie		3.00	71.00	213.00		
	Totals		14.00		1,357.00		
	Total La	bor				1,357.00	
				Total th	is Task	\$1,357.00	V
Task	200	Inspection		1			
Professional	Personnel	**************************************					
			Hours	Rate	Amount		
Project M	lanager						
The state of the s	Nicholas		4.00	104.00	416.00		
Design Er							
1-101 COOPER ACT 101-0	itsch, Erik		8.00	90.00	720.00		
Inspector							
Male	ski, Theodore		38.00	54.00	2,052.00		
Inspector	r Coordinator						
Hollo	, Gary		4.00	72.00	288.00		
	Totals		54.00		3,476.00		
	Total La	bor				3,476.00	J
				Total th	nis Task	\$3,476.00	
Task	300	Inspection OT					

Net 30 days.

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

Project	2018119.07	Beachwood-Halbu	rton Rd Recon Phi		Invoice	5	
	nal Personnel		Hours	Rate	Amount		
Inspec Ma	tor aleski, Theodore Totals Total Labor		5.00 5.00	80.00	400.00 400.00	400.00	1
				Total th	is Task	\$400.00	1
				Total this	Invoice	\$5,233.00	
Outstand	ing Invoices						
	Number	Date	Balance				
	3	6/8/2018	20,155.50				
	4	7/13/2018	1,756.00				
	Total		21,911.50				

Prior

48,385.50

48,385.50

Current

5,233.00

5,233.00

Total

53,618.50

53,618.50

Billings to Date

Labor

Totals



Invoice

City of Beachwood

Attn: Larry Heiser, Finance Director

25325 Fairmount Blvd. Beachwood, OH 44122 August 10, 2018

Invoice No:

2018119.10 - 4

Invoice Total \$1,500.00

Project/

2018119.10

Beachwood - Material Testing - Fire Station #2

Service Dept.

Professional Services from June 30, 2018 to July 27, 2018

Task

180

Material Testing

Fee

Total Fee

10,000.00

Percent Complete

100.00 Total Earned

10,000.00

Previous Fee Billing

8,500.00 1,500.00

Current Fee Billing
Total Fee

1,500.00

Total this Task

\$1,500.00

Total this Invoice

\$1,500.00

Outstanding Invoices

Number	Date	Balance
1	5/11/2018	1,000.00
3	7/13/2018	4,868.00
Total		5,868.00

APPROVED FOR PAYMENT

BY:

8-21-1

P/0

0000 1699

PROJECT # 1344 102 -

Net 30 days.



Invoice

City of Beachwood

Attn: Larry Heiser, Finance Director

25325 Fairmount Blvd. Beachwood, OH 44122 August 10, 2018

Invoice No:

Rate

Total

2,526.00

2,526.00

2018119.12 - 3

Invoice \$1,144.00 Total

Amount

Project

2018119.12

Beachwood - Dead Tree Surveys

Service Dept

Professional Services from June 30, 2018 to July 27, 2018

Task

201

24206/24118 Woodway

Professional Personnel

		Total this I	nvoice	\$1,144.00
		Total this Task		\$1,144.00
Total Labor				1,144.00
Totals	13.00		1,144.00	1,144.00
Novak, Rick	9.00	88.00	792.00	
McCarty, Travis	1.00	88.00	88.00	
1-Person Crew with Robotic Instrument Hughes, Brent	3.00	88.00	264.00	

1,382.00

1,382.00

Hours

Outstanding Invoices

	Number	Date	Balance	
	1	6/8/2018	440.00	
	2	7/13/2018	942.00	
	Total		1,382.00	
Billings to I	Date			
		Current	Prior	

1,144.00

1,144.00

Net 30 days.

Labor

Totals

P/0: 2018-00143



Invoice

City of Beachwood

Attn: Larry Heiser, Finance Director

25325 Fairmount Blvd. Beachwood, OH 44122 #18783001 Dominion August 10, 2018

Total this Invoice

Invoice No:

2018119.13 - 3

Invoice Total

\$513.50

Project

2018119.13

Beachwood - Dominion Project - 2520 Blossom

Service Dept.

Professional Services from June 30, 2018 to July 27, 2018

Task	100	Plan Review					
Professiona	l Personnel						
			Hours	Rate	Amount		
CAD Dra Fox,	fter Jamie	7/9/2018	.50	71.00	35.50		
	Totals Total La	abor	.50		35.50	35.50	
				Total th	is Task	\$35.50	1

Task	200	Inspection					
Professiona	l Personnel						
			Hours	Rate	Amount		
Project M	1anager						
Ciun	i, Joseph	7/2/2018	1.00	104.00	104.00		
	i, Joseph	7/9/2018	1.00	104.00	104.00		
Inspecto	r						
	ski, Theodore	7/2/2018	2.00	54.00	108.00		
	ski, Theodore	7/3/2018	2.00	54.00	108.00		
	eski, Theodore	7/5/2018	1.00	54.00	54.00		
Maio	Totals	,,0,200	7.00		478.00		
	Total La	hor	,,,,,			478.00	
	TOTAL LA	1001		Total th	is Task	\$478.00	

Outstanding Invoices

Number	Date	Balance
1	6/8/2018	208.00
2	7/13/2018	216.00
Total		424.00

Net 30 days.

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

8-21-18

\$513.50

如: 753,000-53130

		Deschwood - Dom	ninion Project-2520	Blossom	Invoice	3
Project	2018119.13	Beachwood -Dominion Project-2520 Blossom				
Billings to	Date	Current	Prior	Total		
Laban		513.50	424.00	937.50		
Labor Total s	s	513.50	424.00	937.50		



Invoice

City of Beachwood

Attn: Larry Heiser, Finance Director

25325 Fairmount Blvd. Beachwood, OH 44122 August 10, 2018

Invoice No:

2018119.16 - 1

Invoice Total

\$2,054.00

Project

2018119.16

Beachwood - City Hall - Storm Sewer Investigation

Service Dept.

Max Not to Exceed \$2,500.00

Professional Services from June 30, 2018 to July 27, 2018

Task 100 Design/Field Inv on Storm Sewers **Professional Personnel Amount** Hours Rate Project Manager 3.00 104.00 312.00 Ciuni, Joseph Senior Engineer 13.00 95.00 1,235.00 DiCesare, David Staff Engineer 1.00 81.00 81.00 Kotecki, Kyle CAD Drafter 426.00 71.00 6.00 Getz, Collin 2,054.00 23.00 Totals 2,054.00 **Total Labor Total this Task** \$2,054.00 \$2,054.00 **Total this Invoice Billings to Date**

Current Prior Total 0.00 2,054.00 2,054.00 Labor 2,054.00 0.00 2,054.00 **Totals**

BY:	APPROXED FOR PAYMENT
DATE:	8-21-18
P/0: _	2018-00143



Invoice

City of Beachwood

Attn: Larry Heiser, Finance Director

25325 Fairmount Blvd. Beachwood, OH 44122 August 10, 2018

Invoice No:

2018120.06 - 2

Invoice Total

\$1,672.14

Project

2018120.06

Beachwood - New Address/Zoning/Flood Maps

Building Dept.

Professional Services from June 30, 2018 to July 27, 2018 Update City Address/Zoning/Floor Maps Task 100 **Professional Personnel** Hours Rate Amount Project Manager 208.00 Fini, Nicholas 2.00 104.00 Totals 2.00 208.00 208.00 **Total Labor Reimbursable Expenses** Reproductions 1,464.14 7/20/2018 SE Blueprint, Inc. Repros 1,464.14 1,464.14 **Total Reimbursables Total this Task** \$1,672.14 **Total this Invoice** \$1,672.14

Outstanding Invoices

Date **Balance** Number 976.50 1 6/8/2018 Total 976.50

Billings to Date

Current Prior 208.00 976.50 1,184.50 Labor 0.00 1,464.14 Expense 1,464.14 Totals 1,672.14 976.50

2,648.64 APPROVED FOR PAYMENT

Total

P/0: 2018-00154



Invoice

City of Beachwood

Attn: Larry Heiser, Finance Director

25325 Fairmount Blvd. Beachwood, OH 44122 #18783001 #18783001

August 10, 2018

Invoice No:

2018120.12 - 2

\$1,317.50

Project

2018120.12

Beachwood - Dominion PIR 3217 - Community / Union

Building Dept.

Professional Services from June 30, 2018 to July 27, 2018

Task	100	Plan Review				
Professional	l Personnel					
			Hours	Rate	Amount	
CAD Draf	fter					
Fox,	Jamie	7/10/2018	.50	71.00	35.50	
Fox,	Jamie	7/18/2018	.50	71.00	35.50	
Fox,	Jamie	7/24/2018	.50	71.00	35.50	
	Totals		1.50		106.50	/
	Total La	bor				106.50
				Total th	is Task	\$106.50

Task	200	Inspection				
Professional		Inspection				
			Hours	Rate	Amount	
Project Ma	anager					
Ciuni,	Joseph	7/3/2018	1.00	104.00	104.00	
Inspector						
Cortes	s, Hector	7/3/2018	3.50	54.00	189.00	
Males	ki, Theodore	7/2/2018	2.00	54.00	108.00	
Males	ki, Theodore	7/3/2018	2.00	54.00	108.00	
Males	ki, Theodore	7/5/2018	2.00	54.00	108.00	
Males	ki, Theodore	7/6/2018	2.00	54.00	108.00	
Males	ki, Theodore	7/10/2018	2.00	54.00	108.00	
Males	ki, Theodore	7/11/2018	1.00	54.00	54.00	
Males	ki, Theodore	7/12/2018	1.00	54.00	54.00	1
Males	ki, Theodore	7/13/2018	1.00	54.00	54.00	
Males	ki, Theodore	7/16/2018	1.00	54.00	54.00	
Males	ki, Theodore	7/17/2018	1.00	54.00	54.00	

Net 30 days.

APPROVED FOR PAYMENT

83.000.53130

AKRON / ATLANTA / CHARDON / CLEVELAND / COLUMBUS / DALLA\$ \(\) HOUSTON INDIANAPOLIS / LOUISVILLE / MARION / PHOENIX / SEATTLE / YOUNGSTOWN

Project	2018120.12 Beachwood - Dominion PIR 3217 Comm/Union Invoice		2				
M	aleski, Theodore	7/18/2018	2.00	54.00	108.00		
	Totals		21.50		1,211.00		
	Total Labor					1,211.00	
				Total this	s Task	\$1,211.00	/
				Total this In	nvoice	\$1,317.50	0
Outstand	ing Invoices						W
	Number	Date	Balance				
	1	6/8/2018	520.00				
	Total		520.00				
Billings to	Date						
		Current	Prior	Total			
Labor		1,317.50	520.00	1,837.50			
Totals	5	1,317.50	520.00	1,837.50			



Invoice

City of Beachwood

Attn: Larry Heiser, Finance Director

25325 Fairmount Blvd. Beachwood, OH 44122 Domnus Constitute August 10, Invoice No.

August 10, 2018

Invoice No:

2018120.15 - 2

\$131.00

Project

2018120.15

Beachwood - 2619 Brentwood

Building Dept.

Professional Services from June 30, 2018 to July 27, 2018

Task

100

Plan Review

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	1.00	104.00	104.00
Totals	1.00		104.00
Total Labor			

104.00

Total this Task

\$104.00

Task	200	Inspection				
Professiona	al Personnel					
			Hours	Rate	Amount	
Inspecto	or					
Male	eski, Theodore		.50	54.00	27.00	
	Totals		.50		27.00	
	Total Labor					27.00
				Total th	is Task	\$27.00

Total this Invoice \$131.00

Outstanding Invoices

	Number	Date	Balance	
	1	7/13/2018	208.00	
	Total		208.00	
Billings to D	ate			
		Current	Prior	Total
Labor		131.00	208.00	339.00
Totals		131.00	208.00	339.00

Net 30 days.

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

8-21-18



Invoice

City of Beachwood Attn: Larry Heiser, Finance Director 25325 Fairmount Blvd.

Beachwood, OH 44122

Donmus Costructus
\$ 2018-30474

August 10, 2018

Invoice No:

2018120.16 - 2

Invoice Total

\$104.00

Project

2018120.16

Beachwood - 24460 Sittingbourne

Building Dept.

Max Not to Exceed \$750.00

Professional Services from June 30, 2018 to July 27, 2018

Task 100 Plan Review **Professional Personnel** Amount Hours Rate Project Manager 104.00 1.00 104.00 Ciuni, Joseph 1.00 104.00 Totals 104.00 **Total Labor** \$104.00 **Total this Task**

> \$104.00 **Total this Invoice**

Outstanding Invoices

Labor

Balance Number Date 208.00 7/13/2018 208.00 Total **Billings to Date** Current Prior Total 104.00 208.00 312.00 104.00 208.00 312.00 Totals

APP	ROY	/ED	FOR	PA	YW	LIT
			0 10 0			MA

BY:	8-21-18
DATE:	183,000,53130



Invoice

City of Beachwood

Attn: Larry Heiser, Finance Director 25325 Fairmount Blvd.

Beachwood, OH 44122

July 13, 2018

Invoice No:

2018120.18 - 1

Total

\$104.00

Project

2018120.18

Beachwood - AT&T Ducts - Chagrin/I217 Bridge

Building Dept.

Professional Services from May 26, 2018 to June 29, 2018

Task

100

Plan Review

Professional Personnel

Project Manager	
Ciuni, Joseph	
	Totals

Total Labor

Hours Rate **Amount** 1.00 104.00 104.00 1.00

104.00

Total this Task

104.00 \$104.00

Total this Invoice \$104.00

Billings to Date

	Current
Labor	104.00
Totals	104.00

Prior 0.00 0.00

Total 104.00 104.00



Invoice

City of Beachwood

Attn: Larry Heiser, Finance Director

25325 Fairmount Blvd. Beachwood, OH 44122 August 10, 2018

Invoice No:

2018120.19 - 2

The krill Company # 2018-30435

Invoice Total \$208.00

Project

2018120.19

Beachwood - P&Z 2018-12 Lee Silsby Pharmacy Parking Lot Expansion (23865 Research

Building Dept.

Professional Services from June 30, 2018 to July 27, 2018

Plan Review

Task 100 Professional Personnel

 Project Manager
 Hours
 Rate
 Amount

 Ciuni, Joseph
 2.00
 104.00
 208.00

 Totals
 2.00
 208.00
 208.00

Total Labor

208.00

Total this Task

\$208.00

Total this Invoice \$208.00

Outstanding Invoices

 Number
 Date
 Balance

 1
 7/13/2018
 208.00

 Total
 208.00

 Billings to Date

 Current
 Prior
 Total

 Labor
 208.00
 208.00
 416.00

 Totals
 208.00
 208.00
 416.00

APPROVED FOR PAYMENT

DATE: 8-21-18

爾. 783-000-53130



Invoice

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

ohio Paving klostruct
In
2018-30483

August 10, 2018 Invoice No:

2018120.22 - 1

Invoice

\$575.50

Project

2018120.22

Beachwood - School Bus Garage Parking Lot Resurfacing

Building Dept.

Max Not to Exceed \$1,000.00

Professional Services from June 30, 2018 to July 27, 2018

Task 100 Inspection **Professional Personnel** Hours Rate Amount CAD Drafter Fox, Jamie .50 71.00 35.50 Inspector 6.00 54.00 324.00 Cortes, Hector Maleski, Theodore 4.00 54.00 216.00 Totals 10.50 575.50 575.50 **Total Labor Total this Task** \$575.50 **Total this Invoice** \$575.50 **Billings to Date** Current Prior Total 575.50 575.50 Labor 0.00 **Totals** 575.50 0.00 575.50

	APPROVED FOR PAYMENT
BY:	WG
DATE:	8-21-18
神:_	783-000-53130



Invoice

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

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August 10, 2018

Invoice No:

2018120.23 - 1

Invoice Total \$1,232.50

Project

2018120.23

Beachwood - Middle School Driveway Expansion

Building Dept.

Max Not to Exceed \$2,000.00

Professional Services from June 30, 2018 to July 27, 2018

100 Inspection Task **Professional Personnel** Hours Rate **Amount** Project Manager 208.00 2.00 104.00 Ciuni, Joseph CAD Drafter 106.50 Fox, Jamie 1.50 71.00 Inspector 486.00 9.00 54.00 Maleski, Theodore 8.00 54.00 432.00 Nichols, Dominic 20.50 1,232.50 **Totals** 1,232.50 **Total Labor** \$1,232.50 **Total this Task** \$1,232.50 **Total this Invoice Billings to Date** Prior Total Current 0.00 1,232.50 1,232.50 Labor

0.00

1,232.50

1,232.50

	AS PROVED FOR PAYMENT
BY:	Wel
DATE:	8-21-18
P#	783-000-53130

Totals



GPD Group

Architects - Engineers - Planners 520 South Main Street Suite 2531

Invoice

City of Beachwood

Attn: Larry Heiser, Finance Director

25325 Fairmount Blvd. Beachwood, OH 44122 August 10, 2018

2018120.25 - 1

Poyre 18-30539 August 17

\$208.00

208.00

\$208.00

Project

2018120.25

Beachwood - 2590 Buckhurst

Building Dept.

Max Not to Exceed \$1,500.00

Professional Services from June 30, 2018 to July 27, 2018

House Topo - Plan Review

Professional Personnel

Hours Rate Project Manager Ciuni, Joseph 2.00 104.00 2.00 Totals **Total Labor**

Total this Task

\$208.00

Amount

208.00

208.00

Total this Invoice

Billings to Date

Current Prior Total 0.00 208.00 Labor 208.00 **Totals** 208.00 208.00 0.00

	APPROVED FOR PAYMENT
EY.	WS
DATE:	8-21-18
20:	783-000-53130



Invoice

City of Beachwood

Attn: Larry Heiser, Finance Director

25325 Fairmount Blvd. Beachwood, OH 44122 Bill kerfes molnel kerfes #1893114

August 10, 2018

Invoice No:

2018120.26 - 1

Invoice Total

\$312.00

Project

2018120.26

Beachwood - Michael Kertesz - P&Z 2018-14 24921 Maids tore ine

Building Dept. Professional Services from June 30, 2018 to July 27, 2018

100

Plan Review - House Addition

Professional Personnel

Project Manager Ciuni, Joseph

Totals **Total Labor** Hours Rate **Amount** 3.00 104.00 312.00 3.00

312.00

Total this Task

312.00 \$312.00

\$312.00 **Total this Invoice**

Billings to Date

Current Prior Total Labor 312.00 0.00 312.00 312.00 0.00 312.00 **Totals**

	ALTHOUGH FOR PAYMENT
8%	WG
DATE:	8-21-18
140	7 2 3



GPD Group **Architects - Engineers - Planners** 520 South Main Street Suite 2531

Invoice

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

7.372-2100

August 10, 2018
Invoice No:

1893/15

2018120.27 - 1

\$208.00

Project

2018120.27

Beachwood - Point East Generator - P&Z 2018-15

Building Dept.

Max Not to Exceed \$300.00

Professional Services from June 30, 2018 to July 27, 2018

Plan Review

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	2.00	104.00	208.00
Totals	2.00		208.00
Total Labor			

208.00

Total this Task

\$208.00

Total this Invoice \$208.00

Billings to Date

	Current	Prior	Total
Labor	208.00	0.00	208.00
Totals	208.00	0.00	208.00

AD	Mal	WED	1 5	0.43	
271 1	1111	b he he	1 9 11	1 1733	117 6



Invoice

City of Beachwood Attn: Larry Heiser, Finance Director

Beachwood, OH 44122

August 10, 2018

2018120.28 - 1

25325 Fairmount Blvd.

Carror Asphalt Parity
August 10, 2
Invoice No:

\$424.00

Project

2018120.28

Beachwood - Shaarvey Tikvah - Parking Lot Resurfacing

Building Dept.

Max Not to Exceed \$1,900.00

Professional Personnel

Professional Services from June 30, 2018 to July 27, 2018

Plan Review Task 100 **Professional Personnel** Rate **Amount** Hours Project Manager 208.00 2.00 104.00 Ciuni, Joseph 208.00 2.00 Totals 208.00 **Total Labor** \$208.00 **Total this Task**

200 Task Inspection

Amount Hours Rate Inspector

4.00 54.00 216.00 Carey, Donald 216.00 4.00 Totals

216.00 **Total Labor Total this Task** \$216.00

> \$424.00 **Total this Invoice**

Billings to Date

Total Current Prior 424.00 424.00 0.00 Labor 424.00 0.00 424.00 Totals

DATE: 8-21-18

783-000-53130



Invoice

City of Bea	chwood		
Attn: Larry	Heiser,	Finance	Directo

25325 Fairmount Blvd. Beachwood, OH 44122 Beachwood - 2400 Halcyon

2018120.29 - 1

\$104.00

Project

Building Dept.

2018120.29

Max Not to Exceed \$1,400.00

Professional Services from June 30, 2018 to July 27, 2018

Plan Review - House Topo

Professional Personnel

Project Manager Ciuni, Joseph Totals **Total Labor** Hours Rate **Amount** 1.00 104.00 104.00 1.00 104.00

Total this Task

104.00 \$104.00

Total this Invoice \$104.00

Billings to Date

Current Prior Total Labor 104.00 0.00 104.00 Totals 104.00 0.00 104.00

B F9	1373 6	8 7 5m gra	50	177	May to the	
111	FILL	VEU	83	121	1 13 2	ð

BY: W9

DATE: 8-21-18 脚: 783-000-53130



Invoice

City of Beachwood

Attn: Larry Heiser, Finance Director

25325 Fairmount Blvd. Beachwood, OH 44122 Mastec North America August 10, 2018 Invoice No:

2018120.30 - 1

\$416.00

416.00

Project

2018120.30

Beachwood - 27020 Cedar Rd - MCI Fiber Install

Building Dept.

Max Not to Exceed \$1,400.00

Professional Services from June 30, 2018 to July 27, 2018

100 Plan Review - House Topo Task

Professional Personnel

Amount Hours Rate Project Manager 4.00 104.00 416.00 Ciuni, Joseph 416.00 4.00 Totals

Total Labor

\$416.00 **Total this Task**

Total this Invoice \$416.00

Billings to Date

Total Current Prior 416.00 0.00 416.00 Labor 416.00 416.00 0.00 Totals

	APPROVED FOR PAYMENT
BY:	WC
DATE:	8-21-18
如:	783 - 006 - 53130



Invoice

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

Palmeri Bulders Fuc A. In # 2018-30581 In

August 10, 2018

Invoice No:

2018120.31 - 1

Invoice Total

\$208.00

Project

2018120.31

Beachwood - 25219 Letchworth - New House

Building Dept.

Max Not to Exceed \$1,400.00

Professional Services from June 30, 2018 to July 27, 2018

Plan Review - House Topo

Professional Personnel

Hours Rate **Amount** Project Manager Ciuni, Joseph 2.00 104.00 208.00 Totals 2.00 208.00

Total Labor

208.00

Total this Task

\$208.00

Total this Invoice

\$208.00

Billings to Date

Current Prior Total Labor 208.00 0.00 208.00 **Totals** 208.00 0.00 208.00

	ATTROVED FOR PAYMENT
17:	W9
ATE:	8-21-18
图	783-000 52130



Invoice

City of Beachwood

Attn: Larry Heiser, Finance Director

25325 Fairmount Blvd. Beachwood, OH 44122 August 10, 2018 Invoice No:

2018120.32 - 1

Invoice **Total**

\$104.00

104.00

Project

2018120.32

100

50p# 2018-30 Beachwood - 25201 Chagrin Blvd. - ATT Conduit

Building Dept.

Max Not to Exceed \$1,400.00

Professional Services from June 30, 2018 to July 27, 2018

Task **Professional Personnel**

> Amount Rate Hours Project Manager 104.00 1.00 104.00 Ciuni, Joseph 104.00 1.00 Totals

Total Labor

\$104.00

Total this Invoice

Total this Task

Billings to Date

Total Prior Current 104.00 0.00 104.00 Labor 104.00 0.00 104.00 **Totals**

Plan Review

P.	19	0	73	0	95	p.	7%	po	0	n	P	PE	21	10	H	pir	85	9	
P	1	ï	N	U	900	3	U	1	U	R	1	Pi	7.	à.	1	C			200



Invoice

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

Albion Construction

August 10, 2018

Invoice No:

2018120.33 - 1

25 Fairmount Blvd.	11 /2057
chwood, OH 44122	Albion Constru
	Allow 30761
	# 2018
	The first

Invoice Total

\$262.00

Project

2018120.33

Beachwood - 23511 Chagrin Blvd. - Deville Building

Building Dept.

Max Not to Exceed \$1,400.00

Professional Services from June 30, 2018 to July 27, 2018

Task	100	Plan Review - Parking	Lot Repairs				
Professional Pe	rsonnel						
			Hours	Rate	Amount		
Project Mana	ger						
Ciuni, Jos	seph		2.00	104.00	208.00		
	Totals		2.00		208.00		
	Total Labor					208.00	
	,			Total ti	his Task	\$208.00	
Task	200	Inspection					
Professional Pe	rsonnel						
			Hours	Rate	Amount		
Inspector							
Carey, D			1.00	54.00	54.00		
	Totals		1.00		54.00		
	Total Labor					54.00	-/
				Total ti	his Task	\$54.00	1
J				Total this	Invoice	\$262.00	W
Billings to Date							
		Current	Prior	Total			
Labor		262.00	0.00	262.00			
Totals		262.00	0.00	262.00	APPROVED	1.	ENT
				BY:	W	a	
				DATE:	8-2	1-18	
					783.000		30

3297 Forestmeadow Drive, Cuyahoga Falls, Ohio 44223 Ph: 440-725-1886 geosmerigan@gmail.com

INVOICE

(a)

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

August 25, 2018

FED ID # 46-3453684

P.O. # 2014-00196

INV # BW-1834

For professional services rendered as follows:

WaterWalk Meeting (8/23/18)

G. Smerigan

1.5 Hours

\$115.00 / hour

\$172.50

Preparation of Second Memorandum Re: Code Update

G. Smerigan

5.0 Hours

\$115.00 / hour

\$575.00

Encore Sign Meeting (8/13/18)

G. Smerigan

1.0 Hours

\$115.00 / hour

\$115.00

Architectural Review Board Meeting (8/20/18)

G. Smerigan

1.0 Hours

\$115.00 / hour

\$115.00

Commerce Park Meeting (8/17/18)

G. Smerigan

2.0 Hours

@ \$115.00 / hour

\$230.00

TOTAL DUE THIS INVOICE

\$1,207.50

Thank you,

Will Gresny 8/26/c

George Smerigan Managing Member Al

3297 Forestmeadow Drive, Cuyahoga Falls, Ohio 44223 Ph: 440-725-1886 geosmerigan@gmail.com

INVOICE

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

P.O. # 2014-00196

Memo bonstrutur Albia bonstrutur # 1893119

August 31, 2018

FED ID # 46-3453684

INV # BW-1835

For professional services rendered with regard to plan reviews and report preparation for the August 30, 2018 Planning and Zoning Commission Meeting as follows:

P&Z 2018-19

Albion Construction LLC / Beachwood Apartments LLC

G. Smerigan

1.5 Hours

\$115.00 / hour

\$172.50

TOTAL DUE THIS INVOICE

\$172.50

W9 9/4/10 Thank you,

3297 Forestmeadow Drive, Cuyahoga Falls, Ohio 44223 Ph: 440-725-1886 geosmerigan@gmail.com

INVOICE

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

P.O. # 2014-00196

Brimball Engineering

August 31, 2018

FED ID # 46-3453684

INV # BW-1836

For professional services rendered with regard to plan reviews and report preparation for the August 30, 2018 Planning and Zoning Commission Meeting as follows:

(a)

P&Z 2018-20

Edward Rose & Sons

G. Smerigan

1.0 Hours

\$115.00 / hour

\$115.00

100

TOTAL DUE THIS INVOICE

\$115.00

Wh 9/4/11

Thank you,

3297 Forestmeadow Drive, Cuyahoga Falls, Ohio 44223 Ph: 440-725-1886 geosmerigan@gmail.com

INVOICE

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

P.O. # 2014-00196

Dill Signa Lighty
Anile Signa Lighty
H 18 93117

August 31, 2018

FED ID # 46-3453684

INV # BW-1837

For professional services rendered with regard to plan reviews and report preparation for the August 30, 2018 Planning and Zoning Commission Meeting as follows:

P&Z 2018-17(A)

Manna Isle Ohio LLC

G. Smerigan

2.0 Hours

@ \$115.00 / hour

\$230.00

TOTAL DUE THIS INVOICE

\$230.00

Thank you,

9/4/10

3297 Forestmeadow Drive, Cuyahoga Falls, Ohio 44223 Ph: 440-725-1886 geosmerigan@gmail.com

INVOICE

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

P.O. # 2014-00196

Gerul Amendy Ordine

August 31, 2018

FED ID # 46-3453684

INV # BW-1838

For professional services rendered with regard to plan reviews and report preparation for the August 30, 2018 Planning and Zoning Commission Meeting as follows:

P&Z 2018-08

City of Beachwood / Ordinance 2018-94

G. Smerigan

2.5 Hours

\$115.00 / hour

\$287.50

TOTAL DUE THIS INVOICE

\$287.50

Thank you,



August 26, 2018

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

Re:

Building Department

Plan Review Services for July August 2018

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

Plan Review for the month of July August 2018. \$1002.00

Cost Breakdown Sheet Attached

Total amount due......\$1002.00

Respectfully,

Michael H. Wildermuth

Michael H. Wildermuth, AIA Master Plans Examiner WG 8/26/11



		Total	12.00 H	\$1002.00
	*			
		Tenant Alterations		
CB18-11-02 08-26-18	2018-30700	L'Occitane – Tenant space 26300 Cedar	1.5 H	\$125.25
CB18-11-01 08-12-18	2018-30700	L'Occitane – Tenant space 26300 Cedar Tenant Alterations	4 H	\$334.00
08-12-18		3750 Park East Tenant Alterations	<u> </u>	
CB18-10-01	2018-30679	Fire Protection Stratos Wealth	4 H	\$334.00
CB18-09-01 07-07-18	2018-29973	Wealth Strategy Advisors FP 3201 Enterprise	2.5 H	\$208.75
Job No.	Receipt No.			
MHW	Beachwood	Job Name	Time	
July Aug 2018				

A RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY FISCAL OFFICER; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS the City has adopted a tax budget effective January 1, 2019; and

WHEREAS, the City is required to adopt a Resolution Accepting the Amounts and Rates as determined by the Budget Commission and Authorizing the Necessary Tax Levies and Certifying them to the County Fiscal Officer by October 1, 2018; and

WHEREAS, for Fiscal Year 2019, the County Budget Commission established the City's tax rate as follows:

Inside 10 mill limit 1.60 mills
Outside 10 mill limit 2.40 mills
Total 4.0 mills

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

<u>Section 1</u>: Council hereby adopts this Resolution Accepting the Amounts and Rates as determined by the Budget Commission and Authorizing the Necessary Tax Levies and Certifying them to the County Fiscal Officer in accordance with what is attached hereto and made a part hereof.

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

Section 3: This Resolution is declared to be an urgent measure which is immediately necessary for the public peace, health or safety or the efficient operation of the City; and for the further reason that the Tax Budget must be filed with the County Fiscal Officer no later than October 1, 2018; wherefore, this Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

Λ	11	10	CI	r	
					Ľ

I hereby certify this legislation was duly adopted on the 17^{th} day of September, 2018 and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 18^{th} day of

September, 2018.

O11-			
Clerk			

Approval:

I have approved this legislation this 18th day of September, 2018, and filed it with the

Clerk.

Mayor

City of Beachwood Inter-Office Memorandum

To:

Mayor Martin S. Horwitz

From:

Larry A. Heiser, Finance Director 244

Date:

August 20, 2018

Subject:

2019 Tax Rate Resolution

Mayor-

As the second step of the 2019 Budget Cycle – we have received back from the County the approved property tax rates for 2019. City Council will need to approve the Resolution Accepting the amounts and rates as determined by the Budget Commission and authorizing the necessary tax levies and certifying them to the County Fiscal Officer.

Deadline is October 1, 2018.

With your permission I would like to place this on the agenda on September 17th for passage.

The first step of the 2019 Budget cycle was passage of the Tax Budget. The City submits the Tax Budget to the County for review and approval. The County then returns the Tax Rate Resolution, which is based upon the Tax Budget which was filed, to the City for approval. Now the City will vote to confirm the rates. In most cases the County does not modify or change the rate without consultation with the City, in Beachwood's case the rates approved by the Tax Budget are the same rates being approved by the Tax Rate Resolution. This process is designed to have the proper checks and balances in place with regards to property tax collections by the County on behalf of the political subdivisions (Metro Parks, Libraries, MRDD). The County is confirming all property taxes levied against each property owner in each political subdivision in the County.

Please let me know if you have any questions.

Larry

RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY FISCAL OFFICER

(CITY COUNCIL) Revised Code, Secs. 5705.34-5705.35

The Council of the City of	Beachwood	. Cuyahoga
County, Ohio, met in (Regular Or Special) 2018 , at the office of	session on the	day of
present:		
Mr./Mrs		
adopted a Tax Budget for the next succeeding	g fiscal year commencing	January 1st,
2019 ; and		
WHEREAS, The Budget Commission of	Cuyahoga	County, Ohio, has
certified its action thereon to this Council tog	ether with an estimate by t	he County Fiscal Officer of the rate
of each tax necessary to be levied by this Co	ouncil, and what part thereo	of is without, and what part
within the ten mill tax limitation; therefore, be	e it	
RESOLVED, By the Council of the City of	of Beac	hwood,
CuyahogaCounty, Ohi	io, that the amounts and ra	tes, as determined
by the Budget Commission in its certification	on, be and the same are he	reby accepted; and be it further
RESOLVED, That there be and is hereb	y levied on the tax duplicat	e of said City the rate
of each tax necessary to be levied within ar	nd without the ten mill limite	ation as follows:

SCHEDULE A SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET COMMISSION AND COUNTY FISCAL OFFICER'S ESTIMATED TAX RATES

FUND	Amount to Be Derived from Levies Outside 10 M. Limitation	Amount Approved by Budget Com- mission Inside 10 M. Limitation	County Fise Estimate Rate to b Inside 10 M. Limit	
	Column II	Column IV	V	VI
General Fund General Bond Retirement Fund			1.30	2.40 0.00
Police Pension			0.30	Shed pasts
Park Fund				0.00
Recreation Fund				
Fund Fund Fund				
TOTAL	\$0	\$0	1.60	2.40

SCHEDULE B

LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES

FUND		Maximum Rate Authorized to Be Levied	Co. Fiscal Officer's Est.of Yield of Levy (Carry to Schedule A, Column II)
GENERAL FUND:			
Current Expense Levy authorized by voters on for not to exceed years.	20		
Current Expense Levy authorized by voters on for not to exceed years.	20		
Total General Fund outside 10m. Limitation.			
Park Fund: Levy authorized by voters on ,2 for not to exceed years.	20		
Recreation Fund: Levy authorized by voters on ,2 for not to exceed years.	20		
Fund: Levy authorized by voters on for not to exceed years.			
Fund: Levy authorized by voters on ,2 for not to exceed years.	20		
Fund: Levy authorized by voters on ,2 for not to exceed years.	20		
Fund: Levy authorized by voters on ,2 for not to exceed years.	20		
,			
	9		
and be it further RESOLVED, That the Clerk of this Council be and	he is hereb	v directed to c	ertify a conv of this
Resolution to the Fiscal Officer of said County.		, 3.100.00 10 0	o.a., a sop, o. a.o

and be it further
RESOLVED, That the Clerk of this Council be and he is hereby directed to certify a copy of this

Resolution to the Fiscal Officer of said County.

Mr./Mrs. ______ seconded the Resolution and the roll being called

upon its adoption the vote resulted as follows:

Mr./Mr: ______ Mr./Mr: ______

Mr./Mr: ______ Adopted the ______ day of ______ ,20 _____.

Attest: ______ President of Council

Clerk of Council

CERTIFICATE OF COPY ORIGINAL ON FILE

The	e State of Ohio,	County, ss.	
	Ι,	, Clerk of the Council of the City	
of		within and for said County, and in whos	se custody the Files
and R	ecords of said Council are required	by the Laws of the State of Ohio to be k	ept, do hereby
		ed from the original	
2000 0000 000 × 21 € 1200			
now on fi		pared by me with said original documen	
and that	the same is a true and correct copy	thereof.	
WITN	IESS my signature, this	day of	, 20
		Clerk of Council	
1			
	No		
	COUNCIL OF THE CIT	Y OF	
	SOUNDE OF THE OFF		
		County, Ohio.	
	RESOLUTI	ON	
	ACCEPTING THE AMO	1	
	COMMISSION AND AU	ITHORIZING THE	
	NECESSARY TAX LEV THEM TO THE COUNT		
	(City Council)		
	Adopted	, 20	
	Clerk of Co	uncil	
	5.5 01 00		
	Filed	, 20	
	County Fisc	cal Officer	
	Ву	Deputy	

AN ORDINANCE AUTHORIZING THE MAYOR TO PURCHASE GASOLINE FROM THE STATE OF OHIO TERM CONTRACTS/SCHEDULES ("STS") THROUGH GREAT LAKES PETROLEUM CO., WAIVING COMPETITIVE BIDDING; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, Council, by prior legislation, has authorized the Mayor to enter into purchase orders with suppliers of products and/or services from a list prepared by the State of Ohio, after the State received competitive bid contracts with such suppliers in accordance with the State laws permitting its political subdivisions to also take advantage of the lower costs than municipalities would otherwise experience; and

WHEREAS, the Finance Director has requested permission to purchase gasoline for City vehicles on an as needed basis through this State program to ensure such vehicles are properly fueled and available for service; and

WHEREAS, the effective date of the new contract will be July 1, 2018 and run through June 30, 2021.

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 and Finance Director are hereby authorized to issue purchase orders to Great Lakes Petroleum Co. to purchase gasoline for City vehicles on an as needed basis, as authorized by the State of Ohio, Department of Administrative Services Contract No. RS900619-2. The State has already completed competitive bidding requirements for this item; therefore, competitive bidding requirements are waived.
- 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 hereby declared to be an urgent measure immediately necessary for the public peace, health, or safety, or the efficient operation of the City; and for the further reason that it is necessary to ensure such vehicles are properly fueled and available for service; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

ORDINANCE NO. 2018-145

Attest:	I hereby certify this legislation was duly adopted on the 17 th day of September, 2018, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 18 th day of September, 2018.
	Clerk
Approval:	I have approved this legislation this 18 th day of September, 2018, and filed it with the Clerk.
	Mayor

CITY OF BEACHWOOD FINANCE DEPARTMENT INTER-OFFICE COMMUNICATION

TO:

Larry Heiser, Finance Director A

7/10/18

FROM:

Carol M. Morrison, Purchasing Supervisor

DATE:

July 10, 2018

RE:

Great Lakes Petroleum

Please be advised the state contract for fuel in Cuyahoga County has been awarded to Great Lakes Petroleum. The contract number is RS900619 and effective for the period of 7/1/18 to 6/30/21. As the City's usage for unleaded and diesel gasoline in the last four years has averaged approximately \$222,000.00; Council's approval is required. Please consider this item for Council's next Agenda.

Attachment

Cc:

Whitney Crook, Clerk of Council



Page 1

STATE OF OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES GENERAL SERVICES DIVISION OFFICE OF PROCUREMENT SERVICES 4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

MANDATORY USE CONTRACT FOR: FUELS: GASOLINE/ETHANOL BLEND, 87 AND 89 OCTANE UNLEADED REGULAR AND FUEL OILS: NO. 2 HEATING AND DIESEL: PREMIUM DIESEL AND NO. 1 HEATING AND DIESEL.

CONTRACT No.: <u>RS900619</u> EFFECTIVE DATES: <u>07/01/18</u> to <u>06/30/21</u>

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. RS900619 that opened on 05/18/18. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including the <u>Instructions to Bidders</u> and <u>Standard Terms and Conditions</u>, special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to all State Agencies, State institutions of higher education and properly registered members of the Cooperative Purchasing Program of the Department of Administrative Services, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Invitation to Bid.

<u>SPECIAL NOTE:</u> State agencies may make purchases under this Requirements Contract up to \$2500.00 using the State of Ohio payment card. Any purchase that exceeds \$2500.00 will be made using the official State of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

http://www.ohio.gov/procure

This Requirements Contract and any Amendments thereto are available from the DAS Web site at the following address:

Signed: ______
Robert Blair, Director Date

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SPECIAL INSTRUCTIONS

<u>DESCRIPTIVE LITERATURE</u>: The Bidder may be required to submit descriptive literature of the supplies or services being offered. If requested, the literature will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not provided as part of the bid response, the Bidder must provide said literature within five (5) calendar days after request/notification by the Office of Procurement Services to do so. Any references, that may appear in the descriptive literature, that may alter the terms and conditions and specifications of the bid (e.g. F.O.B. Shipping Point or Prices Subject to Change), will not be part of any contract and will be disregarded by the state of Ohio. Failure of the bidder to furnish descriptive literature either as part of their bid response or within the time specified herein will deem the bidder not responsive.

<u>TECHNICAL ASSISTANCE</u>: The State of Ohio may request that the contractor provide technical expertise with regard to the product supplied as the result of any contract award.

QUALITY ASSURANCE: Failure to meet the specification requirements, when tested, may require the Contractor to remove all fuel in the tank, and reimburse the facility for all fuel removed. The Contractor will also be required to replace the shipment and will be held liable for any damages to equipment incurred by the State of Ohio, to include testing costs. Fuel failing test(s) but already consumed will be paid at the rate of the grade for which it passes. Any subsequent failure to meet specification requirements will result in immediate cancellation of the contract.

All fuels delivered under this contract must be of good quality, refined for the purposes of this bid and must contain no waste products. Your signature on the front of the bid certifies your compliance with this requirement. The Contractor may be charged with fraud if samples taken from deliveries and submitted for laboratory testing are found to contain waste products.

<u>PRODUCT SAMPLES:</u> The Bidder shall submit samples of the fuels being offered as part of the bid response. The samples will be used in the evaluation process to determine the lowest responsive and responsible bidder. Failure to provide the samples to the following location, by 1 p.m. on May 18, 2018 will result in the bidder being deemed not responsive. Samples must be sent to the attention of Maria Kerestly

All Product Samples must be delivered to the following address no later than 1 p.m. on May 18, 2018:

Ohio Department of Transportation Office of Materials Management, Chemical Section Attn: Maria Kerestly 1600 West Broad St. Columbus, Ohio 43223

In addition, Product Samples will be required, twice annually, throughout the term of the contract. Samples of Winter Blends and Summer Blends will be required to be delivered prior to the beginning of the season. Samples should be clearly labeled so they can be easily identified, they shall also include certified, quantitative test data, signed by a company representative. The data should include results for the following tests.

Cloud Point ASTM D 2500

Density @ 15C, g/ml ASTM D 1298 or ASTM D 4052

Flash Point ASTM D 93
Distillation ASTM D 86
Cetane Index ASTM D 4737

After award of the contract, the samples will be used as a basis of comparison with actual product delivered under contract. Any variation between the samples and product being delivered will be considered as an event of default. Any variations between the samples and actual product being delivered that are due to manufacturer changes may be acceptable and shall require prior written approval from DAS.

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SPECIAL INSTRUCTIONS (Cont'd)

<u>LICENSE</u>, <u>REGISTRATION</u>, <u>OR PERMITS</u>: Bidders must be licensed fuel dealers and/or refiners and must provide written documentation of such licenses, registrations and permits.

TRANSPORT CAPABILITY: Bidders must be capable of handling deliveries of products against this contract. Bidders must provide supporting documentation that includes, but is not limited to, the following:

- 1. Distribution facilities and geographical location of these distribution facilities.
- 2. Ability to deliver within the time frame noted within this bid document.
- If deliveries are to be made by subcontractors, those subcontractors must be identified, and a letter from the subcontractor (common carrier) stating his ability to perform deliveries against this contract must be a part of this written document.
- 4. Bidders must submit with the bid evidence that it maintains a permanent place of business; has adequate equipment; has adequate transportation vehicles to supply the required products and has suitable financial status to meet obligations incident to the work.
- 5. The state may make any investigations it deems necessary to determine the ability of the supplier to furnish materials requested herein. Bidder must furnish all such information and data for this purpose at agency request. The Office of Procurement Services, reserves the right to reject any bid if the evidence submitted fails to satisfy that the bidder is properly qualified to carry out the obligations of the contract and deliver material as necessary. Conditional bids will not be accepted.
- 6. Documentation should be provided as part of the bid response. If Bidder does not provide said documentation as part of the bid response, the Bidder must provide the documentation within five (5) calendar days after request by the Office of Procurement Services. Failure of the Bidder to furnish the documentation either as part of the bid response or within the time specified herein will deem the bidder not responsive

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SPECIAL CONTRACT TERMS AND CONDITIONS

SUPPLEMENTAL BID: Any award made as a result of this bid will become a part of Contract No. RS900619 effective 07/01/2018.

AMENDMENTS TO CONTRACT TERMS AND CONDITIONS: The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

<u>PRICING</u>: Starting Tuesday July 1, 2018, and continuing daily thereafter, this contract will be price adjusted. The procedure for price adjustment is outlined in the paragraph titled "Pricing Formula". The pricing procedure referred to under the pricing formula must continue in effect for the duration of the contract.

PRICING FORMULA: Prices for ethanol blend gasoline and #2 Clear, Dyed Fuel and #2 Clear, Dyed Diesel must increase and/or decrease in a like amount with any increase and/or decrease in the daily contract prices for Fuels in the daily contract publication, the "Oil Price Information Service" (OPIS) under the heading OPIS Contract Benchmark, 10:15 a.m. pricing report, Rack Average and sub-heading 'Columbus, OH'. This average, or reference price (which does not include taxes or discounts) as listed under the heading Average at the bottom of prices listed in the July 1, 2018 publication of the OPIS is the base reference price with which the bid prices are to escalate or de-escalate. This pricing procedure is to remain in effect from the effective date of this contract for the duration of the contract. NOTE: No. 2 low sulfur fuel price to be used as the base reference for pricing premium diesel. No.1 diesel pricing will be as stated for average price at OPIS Contract Benchmark, Columbus, OH.

The OPIS is published by the United Communications Group, 11300 Rockville Pike, Suite 1100, Rockville, MD 20852-3030 and is published daily, Monday through Friday. The successful bidder's selling prices are to be established daily that the OPIS is published and said prices must remain firm for that day. Selling price must be rounded to the nearest hundredth cent.

The State of Ohio reserves the right to make a change to another price index, whether electronically or in paper form. The contractors would receive notification of any such change.

In the event the OPIS ceases publication and/or a viable listing of reference prices relating to Columbus, Ohio is no longer available through the OPIS, the parties to this contract must mutually establish a replacement reference price index.

- The basis of this quotation is the contractor's "Cost Differential", per gallon, delivered, which is the price entered by the bidder on the pricing pages.
- For evaluation purposes of this bid, the Base Price is established as outlined in the Pricing Formula paragraph. To this
 "Base Price", prevailing at the time of ordering, the successful bidder will add his Cost differential, which will include his
 processing cost, profit and cost towards F.O.B. prepaid delivery.
- Bidders are not to include State or Federal taxes in their bid.
- 4. The purchases of motor fuel are not subject to the tax levied by the Federal Government. This tax will not be paid to contractors, except for the Federal Leaking Underground Storage Tanks (LUST) tax. Certifications that fuel is for use by a Government Agency will be issued upon request. Purchases of motor fuel for highway use are subject to the tax levied by the State of Ohio. It is paid to contractors on invoices for the fuel. Contractors must have the right to collect any increase in taxes assessed by the State of Ohio during the life of the contract.

Effective October 1, 2005 federal law mandates that Diesel, Dyed Diesel, Bio-Diesel blends, Dyed Kerosene, Heating fuel and gasoline be subject to the Federal Leaking Underground Storage Tanks (LUST) tax of \$.001 per gallon. Beginning with the above-cited effective date, the LUST tax will show as a separate line item on invoices.

Effective January 1, 2009 the "Federal Environmental Fee Recovery" (Federal Oil Spill Tax) increased to \$.001905 per gallon. For products blended with ethanol, the rate will be \$.001715 per gallon. The "Federal Environmental Fee Recovery" (Federal Oil Spill Tax) tax will show as a separate line item on invoices.

In accordance with this Pricing Formula Provision, the delivered price of the first fuel delivery of this contract will be calculated as follows:

O.P.I.S. Average from July 1, 2018 publication + Cost Differential + LUST Tax + Federal Oil Spill = First Delivered Price

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SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

LOW REID VAPOR PRESSURE PRICE ADJUSTMENT: The USEPA's Clean Air Act requires certain Ohio counties use Low Reid Vapor Pressure (RVP) gasoline during summer months, between June 1st and September 15th. During this time period, the RVP requirements for these counties are reduced to 7.8 P.S.I. Currently the Columbus, OH OPIS report does not account for the Low RVP fuel during these months and a seasonal price increase for the effected counties will be considered by DAS. To be considered for a seasonal price increase, effected contractors should submit a request in writing to the contract analyst,

<u>EVALUATION</u>: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will: multiply the estimated usage of each line item for State entities times the bid cost differential per gallon. These totals will then be added together to determine the lowest cost differential per district. Any item shown with an unknown quantity will be evaluated on the quantity of one thousand (1,000). COOP usage is shown for informational purposes and will not be part of the evaluation.

<u>CONTRACT AWARD</u>: The contract will be awarded to the lowest responsive and responsible bidder by bid district. Failure to bid all items (tank wagon and transport) may result in the bidder being deemed not responsive.

<u>INVOICES</u>: All invoices must show the brand name for the corresponding delivery. Only those listed brands shown must be furnished. Delivery of brands not listed in the contract will not be acceptable and may result in cancellation of the contract.

MINORITY BUSINESS ENTERPRISE (MBE) SET ASIDE: The State is committed to making more State contracts and opportunities available to minority business enterprises (MBE) certified by the Ohio Department of Administrative Services (DAS) pursuant to Section 123.151 of the Ohio Revised Code and Rule 123:2-15-01 of the Ohio Administrative Code. This RFP/ITB is being issued as a minority set aside contract in accordance with Section 125.081 of the Ohio Revised Code. All bidders must be an Ohio certified MBE as of the Bid due/opening date. If a certification application has been submitted that needs to be expedited to meet the solicitation due/opening date, contact the DAS Equal Opportunity Division at 614-466-8380. For more information regarding Ohio MBE certification requirements, including a list of Ohio certified MBE businesses, please visit the DAS Equal Opportunity Division web site at: http://das.ohio.gov/Divisions/EqualOpportunity.aspx

<u>BID CONFERENCE</u>: A bid conference will be held on 05/04/18 at The Department of Administrative Services located at 4200 Surface Rd. Columbus, Ohio 43228 to discuss the requirements of the bid. The conference will commence promptly at 9 a.m., barring an unforeseen circumstance that results in a delay of the conference. Attendance will be taken. The state will not be responsible to a bidder for their failure to obtain information discussed during the bid conference due to their failure to attend and/or arriving after the conference has convened.

Please contact Shawn Carter by 05/02/18 at 614-466-0539 during regular business hours to make arrangements for authorization to enter the facility.

<u>USAGE REPORTS</u>: Every six (6) months the contractor must submit a report (written or on disk) indicating sales generated by this contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this contract. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Shawn Carter. The request should include a justification to how the summer Low RVP requirement has affected the cost to supply the contractor's bid district(s).

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SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

CONTRACTOR QUARTERLY SALES REPORT: The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales, to include both state agencies and political subdivisions, under this Contract by calendar quarter (e.g. January-March, April-June, July-September and October-December). The dollar value of the sale is the price paid by the Contract user for the products and/or services listed on the purchase order or other encumbering document, as recorded by the Contractor.

The Contractor will receive an email with a User ID and password and must report the quarterly dollar value of sales to the Department of Administrative Services (DAS) via the Internet using the web form at the Ohio DAS Contract Management Contractor Portal, https://cm.ohio.gov/. If no sales occur, the Contractor must show zero. The report must be submitted thirty (30) days following the completion of the reporting period. The Contractor is responsible for emailing the Analyst listed on page one of the contract with any company contact changes.

The Contractor shall also submit a close-out report within one hundred and twenty (120) days after the expiration of this Contract. The Contract expires upon the physical completion of the last outstanding task or delivery order of the Contract. The close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero "0" sales in the close-out report.

The Contractor must forward the Quarterly Sales Report to one of the following addresses,

For same day or overnight deliveries:

All other deliveries may be sent to the following address:

Huntington National Bank ATTN: L-3686 7 Easton Oval Columbus, OH 43219 Department of Administrative Services L-3686 Columbus, OH 43260-3686

If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may suspend, terminate or cancel this Contract.

CONTRACTOR REVENUE SHARE: The Contractor must pay the Department of Administrative Services (DAS) a revenue share of the sales transacted under this contract. The Contractor must remit the revenue share in U.S. dollars within thirty (30) days after the end of the quarterly sales reporting period. The revenue share equals 0.75% of the total quarterly sales reported. Contractors must include the revenue share in their prices. The revenue share is included in the award price(s) and reflected in the total amount charged to ordering agencies which includes both state agencies and political subdivisions using this Contract.

The contractor must remit any monies due as the result of the close-out report at the time the close-out report is submitted to DAS. The Contractor must pay the revenue share amount due by check. To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the Ohio Contract Management Remittance Report

The Contractor should make the check payable to: Treasurer, State of Ohio.

For same day or overnight deliveries:

All other deliveries may be sent to the following address:

Huntington National Bank ATTN: L-3686 7 Easton Oval Columbus, OH 43219 Department of Administrative Services L-3686 Columbus, OH 43260-3686

If the full amount of the revenue share is not paid within thirty (30) calendar days after the end of the applicable reporting period, the non-payment constitutes a contract debt to the State. The State may either initiate withholding or setting off payments or employ the remedies available under Ohio law for the non-payment of the revenue share.

If the Contractor fails to pay the revenue share in a timely manner, DAS may suspend, terminate or cancel this Contract.

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SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

COOPERATIVE PURCHASING CONTRACT: This Contract may be relied upon by Ohio institutions of higher education and Ohio political subdivisions. Ohio political subdivisions include any county, township, municipal corporation, school district, conservancy district, township park district, park district created under Chapter 1545 of the Revised Code, regional transit authority, regional airport authority, regional water and sewer district, port authority or any other political subdivision as described in the Ohio Revised Code. To qualify to use this Contract the political subdivision must be currently enrolled in the State's Cooperative Purchasing Program. Purchases made from this Contract by a political subdivision that is not properly registered with the State's Cooperative Purchasing Program will be a violation of law and may be contrary to the political subdivision's competitive bidding requirements. If a political subdivision or institution of higher education relies upon this Contract to issue a purchase order or other ordering document, the political subdivision or institution of higher education sorder and this Contract are between the Contractor and the political subdivision or institution of higher education. The Contractor must look solely to the political subdivision or institution of higher education for performance, including payment. The Contractor agrees to hold the state of Ohio harmless with regard to political subdivisions and institution of higher education's orders and political subdivision's and institution of higher education's orders and political subdivision or institution of higher education for performance. DAS may cancel this Contract and may seek remedies if the Contractor fails to honor its obligations under an order from a political subdivision or institution of higher education.

In situations where there is a fuel allocation, shortage, natural disaster or unusually large request for fuel, the contractors are to fulfill requests in the following order of priority:

- 1. State agencies, boards and commissions; then,
- State institutions of higher learning and participating political subdivisions that rely on the contract for their primary fuel needs; then,
- State institutions of higher learning and participating political subdivisions that use the contract on a temporary or intermittent basis.

However, continual failure to accommodate the needs of all classes of participating parties set forth above, regardless of the circumstances, may result in a determination that the contractor has breached the terms of the contract.

AUTOMOBILE LIABILITY CHECKLIST: Contractor will indicate, by checking the appropriate box(es) below, which mode of

transpo	rtation will apply to this contract.
	Bidder/Broker ("The Contractor") or their Sub Contractor will make delivery or be performing services using a vehicle that is owned, leased or rented. Provide Certificate of Insurance documenting automobile liability with a Combined Single Limit of \$1,000,000.00.
	Goods/Services will be delivered via common carrier.
	No employee or representative of the contractor will have cause to be on state property to make deliveries or to perform services.
DISCLO	OSURE OF SUBCONTRACTORS / JOINT VENTURES:
List nan	nes of subcontractors who will be performing work under the Contract.
-	

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is true and accurate. The Bidder agrees that no changes will be made to this list of subcontractors or locations where work will be performed, or data will be stored without prior written approval of DAS. Any attempt by the Bidder/Contractor to change or otherwise alter subcontractors or locations where work will be performed or locations where data will be stored, without prior written approval of DAS, will be deemed as a default. If a default should occur, DAS will seek all legal remedies as set forth in the Terms and Conditions which may include immediate cancellation of the Contract. Failure to complete this page may deem your bid not responsive.

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SPECIFICATIONS

 SCOPE: The State of Ohio is seeking bids for various grades of fuels to be used in State equipment and heating of State facilities. All products furnished under this proposed contract must conform to the attached specifications for gasoline; gasoline/ethanol blend, #2 heating and diesel, premium diesel, #1 heating and diesel.

A listing of ODOT district and county garages is available through the ODOT web site. These districts are found by visiting web site: http://procure.ohio.gov/pdf/maplist.pdf.

- II. APPLICABLE DOCUMENTS: The latest revisions of the following documents, in part or in full, must apply:
 - A. ASTM D 4814 Automotive gasoline
 - B. Ohio Revised Code (ORC), 1345.01 Consumer sales practices definitions
 - C. Ohio Administrative Code (OAC), 109:4-3-18 Sale and Labeling of Gasoline which contains Alcohol
 - D. U.S. EPA Clean Air Act, Section 211, 42 USC 7545
 - E. Ohio Revised Code (ORC) Section 125

III. GASOLINE REQUIREMENTS:

- A. Gasoline specifications: These specifications must cover the requirements for gasoline used in internal combustion engines of government vehicles.
 - Gasoline/oxygenate blend a blend consisting primarily of gasoline and a substantial amount of oxygenate (an oxygen-containing organic compound used as a fuel supplement). For purposes of this bid, the blend must contain no more than 10% ethanol by volume.
 - 2. The specifications require a summer quality, an intermediate quality, and a winter quality of gasoline. Contractors will be required to furnish the proper qualities for these seasons.
- B. The gasoline must conform to the requirements of ASTM D4814 as specified in Table I, page 12.
- C. E10 Agency Information:
 - The Renewable Fuels Standard from the Energy Independence and Security Act required that the ethanol
 requirement to increase to 36 billion barrels by 2022. With this change from clear to ethanol some problems
 may occur with filters clogging. This may be caused by water in the tanks. Your agency should make sure that
 your tanks are cleaned, and filters changed prior to ordering, receiving this ethanol blend.
 - Your agency should make sure that any fueling location (UST, AST), piping, dispensers, etc. are compatible for the E10 blend. Modifications may be required prior to accepting E10.
- D. Gasoline/Ethanol Blend, 87/89 octane (Refer to Table I)
 - 1. The blend must contain, not more than 10% Ethanol.
 - The Contractor must submit, with each shipment, certification from the refinery, that the gasoline delivered conforms to the specifications of the contract.
 - 3. In the event the Contractor fails to provide certification with the shipment, acceptance of such shipment must be at the discretion of the using agency.
 - 4. Agencies may take random samples of gasoline directly from the delivery truck for testing, of which a part must be given to the Contractor's representative or through his driver delivering the gasoline.
 - Additional tests, which are standard to the industry, may be made to determine the percent of alcohol and cosolvent additives.

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SPECIFICATIONS (Cont'd.)

IV. FUEL OIL REQUIREMENTS: (Refer to Fuel Oil Table II and Diesel Fuel Table III)

- A. The Heating Fuel Oil offered must meet or exceed the requirements listed below and additional requirements of ASTM D-396 and latest amendments thereof.
- B. Fuel Oil/Diesel: The specifications require number 2 heating and diesel, a premium diesel, number 1 heating and diesel.
- C. All other requirements of Heating Fuel Oil related to the preceding tables may be found within the ASTM D-396 and any amendments. Number 1 kerosene must conform to the requirements of ASTM D3699 and latest amendments thereof.
- D. Diesel Fuel Oil must meet or exceed the requirements listed below and additional requirements of Federal Specifications VV-F-800D and latest amendments and ASTM test D975 and latest revisions thereof.
- E. All other requirements of Diesel Fuel Oil related to the following tables may be found within the Federal Specifications, and any amendments thereto.
- Diesel fuels must have a minimum storage life of 180 days.
- G. Diesel must be ULSD.

V. DELIVERY AND INVOICING:

A. Delivery is to be made one (1) day after receipt of order, Monday through Friday 7:30 a.m. to 3:00 p.m., except state observed holidays, unless emergency conditions dictate otherwise or by special arrangement with the ordering facility. Delivery to be made after notification by the ordering facility. Contractor must acknowledge to the receiving location the time and date of delivery. No fuel is to be delivered to an unattended location unless prior arrangements have been made with the receiving facility. Delivery documents must be presented to the receiving agency prior to unloading.

Prices will be charged based upon the day the product is delivered.

- B. Invoicing: Fuels must be invoiced and paid for on the basis of GROSS delivered gallons. Contractor's form showing meter printout of gallons loaded into transport from bulk plant, a printed ticket from tank wagon, and stick readings if and when they become necessary, are required as part of invoice package.
- C. Tank Wagon Prices: Must apply to orders placed for deliveries of 5,000 gallons or less.
 - Tank wagon deliveries at destinations must be made with trucks equipped with meters that have been sealed by the Ohio Dept. of Agriculture, Div. of weights and measures.
 - Tank wagon deliveries are to be metered into the receiving facility storage tanks and a "PRINTED METER PRINTOUT" of ticket showing the quantity delivered must be given to the attendant by the driver.
- D. Transport Prices: Must apply to orders placed, where one or a combination of more than one type of fuel is equal to deliveries of 5,001 gallons or more.
 - Printed metered slips from bulk plant terminal loading are acceptable. All metering systems must be calibrated and certified by the state of Ohio, Division of Weights and Measures, or by the State in which the bulk plant is located.
 - It must be the responsibility of the awarded contractor, his employees or agents to take stick readings of storage tanks before and after said fuel is delivered, in the presence of facility employees receiving the fuel. Said readings must be posted to bill of lading and/or delivery ticket.
 - 3. Documents will be signed after unloading and verification of quantities received are made.
 - 4. If the contractor is unable to provide a printed meter printout of fuels delivered, then transport pricing must apply.
 - Any fuel or combination of fuels ordered, which totals less than 5,001 gallons, but delivered on a transport truck will not receive tank wagon pricing.

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SPECIFICATIONS (Cont'd.)

E. Accidental Release or Spillage: Accidental release or spillage during delivery of product by the Contractor will result in the contractor being held responsible for all costs of cleanup and disposal of all contaminated soil. Cleanup and disposal must be conducted in accordance with state and federal EPA regulations and guidelines.

F. Ordering: Agencies should refrain from contacting the contractors/suppliers to "top-off" their tanks. Agencies should be certain that when ordering fuels, that their tanks will accept the quantity ordered. Product ordered is intended to be delivered to one location, not multiple locations.

VI. NOTES:

- A. Safety Data Sheets: Upon request by any facility, material safety data sheets must be submitted by awarded contractor to the requesting facility.
- B. Incorrectly Ordered and Shipped Fuels: Fuels ordered in error by facility employees and shipped in error by other than the awarded fuel contractor(s) must be handled as follows:
 - 1. The facility will only pay a price equal to that of the correct contract contractor of record awarded differential factor and the O.P.I.S. price for the day of delivery, up to a total dollar figure allowable by law.
 - 2. Any orders placed and accepted in error from a non-awarded contractor for that particular line item who has reached the amount allowable by law must be handled as follows:
 - a. Contractor must be notified by the facility to have the fuel pumped out. The cost incurred must be borne equally by both the facility and the non-awarded contractor.
- C. Fuel Contamination: In order to help prevent fuel contamination, the Contractor must, each time before dispensing fuel into underground storage tanks, clean the tank trap as part of his contractual obligations.
- D. Bidders are to complete the Demurrage information/chart listed on page 18 of the bid. This information will apply to any district bid. Failure to complete this information may result in the contractor being unable to charge for any excessive time to unload.
- E. Purchase orders should include contact information for both the ship to and the bill to addresses. This is not limited to but should include: ship to/mail to address, contact information, telephone/fax numbers and person responsible for responding to questions about delivery or invoices.

Lake Erie: This contract does not apply to any Lake Erie island locations. These locations may procure their fuel requirements in accordance with the latest Ohio Department of Administrative Services Directive.

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SPECIFICATIONS (Cont'd.)

TABLE I GASOLINE SPECIFICATIONS:

Properties	Summe	er Grade*	Intermediate Grade		Winter Grade*	
	Min.	Max.	Min.	Max.	Min.	Max.
Reid Vapor Pressure, PSI (D-323)		11.5		13.5		15
Vapor/Liquid Ratio (D-2533)		20		20		20
Test Temperature, °F.		124°		116°		105°
Sulfur, % (D-1266)		0.1		0.1		0.1
Existent Gum, MG/100ML (D-381)		5		5		5
Corrosion, Copper Strip (D-130)		No. 1	No. 1	No. 1	No. 1	No. 1
Distillation Temperatures, °F., at % Evaporated (D-86)						
10 Percent		140		131		122
50 Percent	170	240	170	235	170	230
90 Percent		365		365		365
End Point		437		437		437
Anti-Knock Index, RON + MON (D-2885)		Min.	Max.			
Unleaded (E10)		87.0				
Lead, Grams/Gal. Unleaded			0.05			

^{*} Time frame to be determined by the successful contractor's refinery schedule.

SPECIFICATIONS (Cont'd.)

TABLE II. FUEL OIL PHYSICAL AND CHEMICAL REQUIREMENTS

	Grade of Fuel Oil	Flash point °F(°C)	Pour point °F(°C)	Water & sediment % by volume	Carbon residue on 10% 60 Homs, %	Ash % by weight	Distillat tempera 10% point	ion ature°F(°	90% point
No.	Description	Min.	Max.	Max.	Max.	Max.	Max.	Min.	Max.
2	Distillate oil for general purpose domestic heating	100 or legal (38)	20(-7)	0.05	0.35	0.01		540 (282)	640 (338)

	Grade of Fuel Oil	Specific Gravity		Kinema centistokes	Copper strip corrosion	
No.	Description	80/60°F (Max)	°API (Min)	Min.	Max.	Max.
2	Distillate oil for general purpose domestic heating	0.8762	30	2.06	3.6	No. 3

Test	ASTM Test Method Number		
*Flash point	D 93 or D 56		
Pour Point	D 97		
Water and sediment	D 1796		
Carbon residue: Ramsbottom	D 524		
Ash	D 482		
Distillation temperature	D 86		
Viscosity, kinematic (grades No. 1 and 2)	D 445		
Copper strip corrosion	D 130		
*Sulfur	D 1552 or D 129		

In case of dispute Method D73 and D1552 must be used.

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SPECIFICATIONS (Cont'd.)

TABLE III. PHYSICAL AND CHEMICAL REQUIREMENTS - DIESEL FUEL

Properties	ASTM Test	Values				
	Method	Grade DF-1	Premium*	Grade DF-2		
Density @ 15 °C, g/mL	D1298 or D4052	Report	Report	Report		
Flash point, °F. (°C) min. Cloud point, °F. (°C) max.	D93 D2500	100(38) or legal -15 (-26)	125(52) -15 (-26) Winter; 15 (9) Summer	125(52) or legal 5 (-17) Winter; 10 (-12) Summer		
Cold Filter Plug Point (CFPP) °F. (°C) Pour point, °F. (°C) max.	D6371 D97	-15 (-26)	-20 (-29) -25 (-32) Winter; +5 (-15) S.	-10(-23) Winter; 0(-18		
Kinematic viscosity @ 100°F. (37.8C) Centistokes, min. Centistokes, max. Distillation:	D86	1.3 2.4	1.9 4.1	1.9 4.1		
50 percent evaporated, °F. (°C) 90 percent evaporated, °F. (°C) max. min.		Report 550 (288)	Report 540 (282)	Report 640 (338)		
10% Evaporated °F. (°C) Carbon residue, on 10 percent bottoms	D524	Report	Report	Report)		
percent, max. Sulfur, ppm (µg/g), max.	D5453 or D2622	0.15 0.05	0.05	0.60 15 ppm		
Corrosion, max., 3 hours 212°F. (100°C) Ash, percent, max. Cetane number, min. Water & sediment, percent, max.	D130 D482 D4737 D1796 or D2709	3 0.01 40 0.05	3 0.01 45 0.05	0.2 0.01 40 0.00501		

^{*} To be delivered with antimicrobial/biocide additive. Jellying inhibitor required for winter operation only-October 1 to March 31 (summer operation is from April 1 to September 30)

Note: When a cloud point less than -12 °C is specified, as can occur during cold months, it is permitted and normal blending practice to combine Grades No. 1 and No. 2 to meet the low temperature requirements. In that case, the minimum flash point shall be 38 °C, the minimum viscosity at 40 °C shall be 1.7 mm2/s, and the minimum 90 % recovered temperature shall be waived. If a blend is required, vendor must disclose that the fuel was blended.

Bid District 1 - Allen, Defiance, Hancock, Hardin, Paulding, Putnam, Van Wert, Wyandot

Contractor: Central Ohio Farmers Coop

ITEM NO.	FUEL TYPE	DELIVERY TYPE	MIN. ORDER, Gal	MAX ORDER, Gal	PRICING
24524	Gasoline Unleaded, Regular Ethanol Blend	Tank	200	5,000	Daily Pricing Information
24539	Gasoline Unleaded, Regular Ethanol Blend	Transport	5001	8,500	Daily Pricing Information
24551	Gasoline-Mid Grade Ethanol Blend	Tank	200	5,000	Daily Pricing Information
24563	Gasoline-Mid Grade Ethanol Blend	Transport	5001	8,500	Daily Pricing Information
24575	No. 2 Clear	Tank	200	5,000	Daily Pricing Information
24587	No. 2 Clear	Transport	5001	8,500	Daily Pricing Information
24599	No. 2 Dyed Fuel	Tank	200	5,000	Daily Pricing Information
24612	No. 2 Dyed Fuel	Transport	5001	8,500	Daily Pricing Information
24625	Premium Diesel Clear	Tank	200	5,000	Daily Pricing Information
24637	Premium Diesel Clear	Transport	5001	8,500	Daily Pricing Information
24649	Premium Diesel Dyed	Tank	200	5,000	Daily Pricing Information
24661	Premium Diesel Dyed	Transport	5001	8,500	Daily Pricing Information
24673	No. 1 Fuel Oil	Tank	200	5,000	Daily Pricing Information
24685	No. 1 Fuel Oil	Transport	5001	8,500	Daily Pricing Information

Item ID #24709 - Charge for less than tank wagon minimum deliveries: \$150.00

Brand Names: BP, Marathon, Husky, Shell

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Bid District 2 - Fulton, Henry, Lucas, Ottawa, Sandusky, Seneca, Williams, Wood

Contractor: Great Lakes Petroleum

ITEM NO.	FUEL TYPE	DELIVERY TYPE	MIN. ORDER, Gal	MAX ORDER, Gal	PRICING
24525	Gasoline Unleaded, Regular Ethanol Blend	Tank	200	5,000	Daily Pricing Information
24540	Gasoline Unleaded, Regular Ethanol Blend	Transport	5001	7,500	Daily Pricing Information
24552	Gasoline-Mid Grade Ethanol Blend	Tank	200	5,000	Daily Pricing Information
24564	Gasoline-Mid Grade Ethanol Blend	Transport	5001	7,500	Daily Pricing Information
24576	No. 2 Clear	Tank	200	5,000	Daily Pricing Information
24588	No. 2 Clear	Transport	5001	7,500	Daily Pricing Information
24600	No. 2 Dyed Fuel	Tank	200	5,000	Daily Pricing Information
24613	No. 2 Dyed Fuel	Transport	5001	7,500	Daily Pricing Information
24626	Premium Diesel Clear	Tank	200	5,000	Daily Pricing Information
24638	Premium Diesel Clear	Transport	5001	7,500	Daily Pricing Information
24650	Premium Diesel Dyed	Tank	200	5,000	Daily Pricing Information
24662	Premium Diesel Dyed	Transport	5001	7,500	Daily Pricing Information
24674	No. 1 Fuel Oil	Tank	200	5,000	Daily Pricing Information
24686	No. 1 Fuel Oil	Transport	5001	7,500	Daily Pricing Information

Item ID #34659 - Charge for less than tank wagon minimum deliveries: \$200.00

Brand Names: BP, Marathon, Sunoco, Shell, Exxon, Valero, Husky, XOM, PBF, Musket, Center Oil

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Bid District 3 - Ashland, Crawford, Erie, Huron, Lorain, Medina, Richland, Wayne

Contractor: Hightower Petroleum Co.

ITEM NO.	FUEL TYPE	DELIVERY TYPE	MIN. ORDER, Gal	MAX ORDER, Gal	PRICING
24527	Gasoline Unleaded, Regular Ethanol Blend	Tank	200	5,000	Daily Pricing Information
24541	Gasoline Unleaded, Regular Ethanol Blend	Transport	5001	7,500	Daily Pricing Information
24553	Gasoline-Mid Grade Ethanol Blend	Tank	200	5,000	Daily Pricing Information
24565	Gasoline-Mid Grade Ethanol Blend	Transport	5001	7,500	Daily Pricing Information
24577	No. 2 Clear	Tank	200	5,000	Daily Pricing Information
24589	No. 2 Clear	Transport	5001	7,500	Daily Pricing Information
24601	No. 2 Dyed Fuel	Tank	200	5,000	Daily Pricing Information
24614	No. 2 Dyed Fuel	Transport	5001	7,500	Daily Pricing Information
24627	Premium Diesel Clear	Tank	200	5,000	Daily Pricing Information
24639	Premium Diesel Clear	Transport	5001	7,500	Daily Pricing Information
24651	Premium Diesel Dyed	Tank	200	5,000	Daily Pricing Information
24663	Premium Diesel Dyed	Transport	5001	7,500	Daily Pricing Information
24675	No. 1 Fuel Oil	Tank	200	5,000	Daily Pricing Information
24687	No. 1 Fuel Oil	Transport	5001	7,500	Daily Pricing Information

Item ID #24713 - Charge for less than tank wagon minimum deliveries: \$75.00

Brand Names: BP, Shell, Marathon

Bid District 4 - Ashtabula, Mahoning, Portage, Stark, Summit, Trumbull

Contractor: Hightower Petroleum Co.

ITEM NO.	FUEL TYPE	DELIVERY TYPE	MIN. ORDER, Gal	MAX ORDER, Gal	PRICING
24528	Gasoline Unleaded, Regular Ethanol Blend	Tank	200	5,000	Daily Pricing Information
24542	Gasoline Unleaded, Regular Ethanol Blend	Transport	5001	7,500	Daily Pricing Information
24554	Gasoline-Mid Grade Ethanol Blend	Tank	200	5,000	Daily Pricing Information
24566	Gasoline-Mid Grade Ethanol Blend	Transport	5001	7,500	Daily Pricing Information
24578	No. 2 Clear	Tank	200	5,000	Daily Pricing Information
24590	No. 2 Clear	Transport	5001	7,500	Daily Pricing Information
24602	No. 2 Dyed Fuel	Tank	200	5,000	Daily Pricing Information
24615	No. 2 Dyed Fuel	Transport	5001	7,500	Daily Pricing Information
24628	Premium Diesel Clear	Tank	200	5,000	Daily Pricing Information
24640	Premium Diesel Clear	Transport	5001	7,500	Daily Pricing Information
24652	Premium Diesel Dyed	Tank	200	5,000	Daily Pricing Information
24664	Premium Diesel Dyed	Transport	5001	7,500	Daily Pricing Information
24676	No. 1 Fuel Oil	Tank	200	5,000	Daily Pricing Information
24688	No. 1 Fuel Oil	Transport	5001	7,500	Daily Pricing Information

Item ID #24713 - Charge for less than tank wagon minimum deliveries: \$75.00

Brand Names: BP, Shell, Marathon

Bid District 5 - Coshocton, Fairfield, Guernsey, Knox, Licking, Muskingum, Perry

Contractor: Ports Petroleum

ITEM NO.	FUEL TYPE	DELIVERY TYPE	MIN. ORDER, Gal	MAX ORDER, Gal	PRICING
24529	Gasoline Unleaded, Regular Ethanol Blend	Tank	200	5,000	Daily Pricing Information
24543	Gasoline Unleaded, Regular Ethanol Blend	Transport	5001	8,500	Daily Pricing Information
24555	Gasoline-Mid Grade Ethanol Blend	Tank	200	5,000	Daily Pricing Information
24567	Gasoline-Mid Grade Ethanol Blend	Transport	5001	8,500	Daily Pricing Information
24579	No. 2 Clear	Tank	200	5,000	Daily Pricing Information
24591	No. 2 Clear	Transport	5001	7,500	Daily Pricing Information
24603	No. 2 Dyed Fuel	Tank	200	5,000	Daily Pricing Information
24616	No. 2 Dyed Fuel	Transport	5001	7,500	Daily Pricing Information
24629	Premium Diesel Clear	Tank	200	5,000	Daily Pricing Information
24641	Premium Diesel Clear	Transport	5001	7,500	Daily Pricing Information
24653	Premium Diesel Dyed	Tank	200	5,000	Daily Pricing Information
24665	Premium Diesel Dyed	Transport	5001	7,500	Daily Pricing Information
24677	No. 1 Fuel Oil	Tank	200	5,000	Daily Pricing Information
24689	No. 1 Fuel Oil	Transport	5001	7,500	Daily Pricing Information

Item ID #24711 - Charge for less than tank wagon minimum deliveries: \$250.00

Brand Names: Gulf, Map, Sunoco, Husky, PBF, Various

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Minority Business Enterprise Award in Accordance with ORC CH. 125.081

Bid District 6 - Delaware, Fayette, Franklin, Madison, Marion, Morrow, Pickaway, Union

Contractor: Hightowers Petroleum

ITEM NO.	FUEL TYPE	DELIVERY TYPE	MIN. ORDER, Gal	MAX ORDER, Gal	PRICING
24530	Gasoline Unleaded, Regular Ethanol Blend	Tank	200	5,000	Daily Pricing Information
24544	Gasoline Unleaded, Regular Ethanol Blend	Transport	5001	7,500	Daily Pricing Information
24556	Gasoline-Mid Grade Ethanol Blend	Tank	200	5,000	Daily Pricing Information
24568	Gasoline-Mid Grade Ethanol Blend	Transport	5001	7,500	Daily Pricing Information
24580	No. 2 Clear	Tank	200	5,000	Daily Pricing Information
24592	No. 2 Clear	Transport	5001	7,500	Daily Pricing Information
24604	No. 2 Dyed Fuel	Tank	200	5,000	Daily Pricing Information
24617	No. 2 Dyed Fuel	Transport	5001	7,500	Daily Pricing Information
24630	Premium Diesel Clear	Tank	200	5,000	Daily Pricing Information
24642	Premium Diesel Clear	Transport	5001	7,500	Daily Pricing Information
24654	Premium Diesel Dyed	Tank	200	5,000	Daily Pricing Information
24666	Premium Diesel Dyed	Transport	5001	7,500	Daily Pricing Information
24678	No. 1 Fuel Oil	Tank	200	5,000	Daily Pricing Information
24690	No. 1 Fuel Oil	Transport	5001	7,500	Daily Pricing Information

Item ID #24713 - Charge for less than tank wagon minimum deliveries: \$75.00

Brand Names: Marathon, BP, Husky

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Minority Business Enterprise Award In Accordance with ORC CH. 125.081

Bid District 7 - Auglaize, Champaign, Clark, Darke, Logan, Mercer, Miami, Montgomery, Shelby

Contractor: Hightowers Petroleum

ITEM NO.	FUEL TYPE	DELIVERY TYPE	MIN. ORDER, Gal	MAX ORDER, Gal	PRICING
24531	Gasoline Unleaded, Regular Ethanol Blend	Tank	200	5,000	Daily Pricing Information
24545	Gasoline Unleaded, Regular Ethanol Blend	Transport	5001	7,500	Daily Pricing Information
24557	Gasoline-Mid Grade Ethanol Blend	Tank	200	5,000	Daily Pricing Information
24569	Gasoline-Mid Grade Ethanol Blend	Transport	5001	7,500	Daily Pricing Information
24581	No. 2 Clear	Tank	200	5,000	Daily Pricing Information
24593	No. 2 Clear	Transport	5001	7,500	Daily Pricing Information
24605	No. 2 Dyed Fuel	Tank	200	5,000	Daily Pricing Information
24618	No. 2 Dyed Fuel	Transport	5001	7,500	Daily Pricing Information
24631	Premium Diesel Clear	Tank	200	5,000	Daily Pricing Information
24643	Premium Diesel Clear	Transport	5001	7,500	Daily Pricing Information
24655	Premium Diesel Dyed	Tank	200	5,000	Daily Pricing Information
24667	Premium Diesel Dyed	Transport	5001	7,500	Daily Pricing Information
24679	No. 1 Fuel Oil	Tank	200	5,000	Daily Pricing Information
24691	No. 1 Fuel Oil	Transport	5001	7,500	Daily Pricing Information

Item ID #24713 - Charge for less than tank wagon minimum deliveries: \$75.00

Brand Names: Marathon, BP, Husky

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Minority Business Enterprise Award in Accordance with ORC CH. 125.081

Bid District 8 - Butler, Clermont, Clinton, Greene, Hamilton, Preble, Warren

Contractor: JT Dillard, LLC.

ITEM NO.	FUEL TYPE	DELIVERY TYPE	MIN. ORDER, Gal	MAX ORDER, Gal	PRICING
24532	Gasoline Unleaded, Regular Ethanol Blend	Tank	200	5,000	Daily Pricing Information
24546	Gasoline Unleaded, Regular Ethanol Blend	Transport	5001	7,500	Daily Pricing Information
24558	Gasoline-Mid Grade Ethanol Blend	Tank	200	5,000	Daily Pricing Information
24570	Gasoline-Mid Grade Ethanol Blend	Transport	5001	7,500	Daily Pricing Information
24582	No. 2 Clear	Tank	200	5,000	Daily Pricing Information
24594	No. 2 Clear	Transport	5001	7,500	Daily Pricing Information
24606	No. 2 Dyed Fuel	Tank	200	5,000	Daily Pricing Information
24619	No. 2 Dyed Fuel	Transport	5001	7,500	Daily Pricing Information
24632	Premium Diesel Clear	Tank	200	5,000	Daily Pricing Information
24644	Premium Diesel Clear	Transport	5001	7,500	Daily Pricing Information
24656	Premium Diesel Dyed	Tank	200	5,000	Daily Pricing Information
24668	Premium Diesel Dyed	Transport	5001	7,500	Daily Pricing Information
24680	No. 1 Fuel Oil	Tank	200	5,000	Daily Pricing Information
24692	No. 1 Fuel Oil	Transport	5001	7,500	Daily Pricing Information

Item ID #24714 - Charge for less than tank wagon minimum deliveries: \$250.00

Brand Names: BP, Marathon, Sunoco, Shell, Exxon, Valero, and Husky.

Bid District 9 - Adams, Brown, Highland, Jackson, Lawrence, Pike, Ross, Scioto

Contractor: Hightowers Petroleum Co.

ITEM NO.	FUEL TYPE	DELIVERY TYPE	MIN. ORDER, Gal	MAX ORDER, Gal	PRICING
24534	Gasoline Unleaded, Regular Ethanol Blend	Tank	200	5,000	Daily Pricing Information
24547	Gasoline Unleaded, Regular Ethanol Blend	Transport	5001	7,500	Daily Pricing Information
24559	Gasoline-Mid Grade Ethanol Blend	Tank	200	5,000	Daily Pricing Information
24571	Gasoline-Mid Grade Ethanol Blend	Transport	5001	7,500	Daily Pricing Information
24583	No. 2 Clear	Tank	200	5,000	Daily Pricing Information
24595	No. 2 Clear	Transport	5001	7,500	Daily Pricing Information
24607	No. 2 Dyed Fuel	Tank	200	5,000	Daily Pricing Information
24620	No. 2 Dyed Fuel	Transport	5001	7,500	Daily Pricing Information
24633	Premium Diesel Clear	Tank	200	5,000	Daily Pricing Information
24645	Premium Diesel Clear	Transport	5001	7,500	Daily Pricing Information
24657	Premium Diesel Dyed	Tank	200	5,000	Daily Pricing Information
24669	Premium Diesel Dyed	Transport	5001	7,500	Daily Pricing Information
24681	No. 1 Fuel Oil	Tank	200	5,000	Daily Pricing Information
24693	No. 1 Fuel Oil	Transport	5001	7,500	Daily Pricing Information

Item ID #24713 - Charge for less than tank wagon minimum deliveries: \$75.00

Brand Names: Marathon, BP, Husky

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Bid District 10 - Athens, Gallia, Hocking, Meigis, Monroe, Morgan, Noble, Vinton, Washington

Contractor: Ports Petroleum

ITEM NO.	FUEL TYPE	DELIVERY TYPE	MIN. ORDER, Gal	MAX ORDER, Gal	PRICING
24535	Gasoline Unleaded, Regular Ethanol Blend	Tank	200	5,000	Daily Pricing Information
24548	Gasoline Unleaded, Regular Ethanol Blend	Transport	5001	8,500	Daily Pricing Information
24560	Gasoline-Mid Grade Ethanol Blend	Tank	200	5,000	Daily Pricing Information
24572	Gasoline-Mid Grade Ethanol Blend	Transport	5001	8,500	Daily Pricing Information
24584	No. 2 Clear	Tank	200	5,000	Daily Pricing Information
24596	No. 2 Clear	Transport	5001	7,500	Daily Pricing Information
24608	No. 2 Dyed Fuel	Tank	200	5,000	Daily Pricing Information
24621	No. 2 Dyed Fuel	Transport	5001	7,500	Daily Pricing Information
24634	Premium Diesel Clear	Tank	200	5,000	Daily Pricing Information
24646	Premium Diesel Clear	Transport	5001	7,500	Daily Pricing Information
24658	Premium Diesel Dyed	Tank	200	5,000	Daily Pricing Information
24670	Premium Diesel Dyed	Transport	5001	7,500	Daily Pricing Information
24682	No. 1 Fuel Oil	Tank	200	5,000	Daily Pricing Information
24694	No. 1 Fuel Oil	Transport	5001	7,500	Daily Pricing Information

Item ID #24711 - Charge for less than tank wagon minimum deliveries: \$250.00

Brand Names: Marathon, Gulf, Map, Sunoco, Husky, PBF

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Bid District 11 - Belmont, Carroll, Columbiana, Harrison, Holmes, Jefferson, Tuscarawas

Contractor: Hightowers Petroleum Co.

ITEM NO.	FUEL TYPE	DELIVERY TYPE	MIN. ORDER, Gal	MAX ORDER, Gal	PRICING
24536	Gasoline Unleaded, Regular Ethanol Blend	Tank	200	5,000	Daily Pricing Information
24549	Gasoline Unleaded, Regular Ethanol Blend	Transport	5001	7,500	Daily Pricing Information
24561	Gasoline-Mid Grade Ethanol Blend	Tank	200	5,000	Daily Pricing Information
24573	Gasoline-Mid Grade Ethanol Blend	Transport	5001	7,500	Daily Pricing Information
24585	No. 2 Clear	Tank	200	5,000	Daily Pricing Information
24597	No. 2 Clear	Transport	5001	7,500	Daily Pricing Information
24609	No. 2 Dyed Fuel	Tank	200	5,000	Daily Pricing Information
24622	No. 2 Dyed Fuel	Transport	5001	7,500	Daily Pricing Information
24635	Premium Diesel Clear	Tank	200	5,000	Daily Pricing Information
24647	Premium Diesel Clear	Transport	5001	7,500	Daily Pricing Information
24659	Premium Diesel Dyed	Tank	200	5,000	Daily Pricing Information
24671	Premium Diesel Dyed	Transport	5001	7,500	Daily Pricing Information
24683	No. 1 Fuel Oil	Tank	200	5,000	Daily Pricing Information
24695	No. 1 Fuel Oil	Transport	5001	7,500	Daily Pricing Information

Item ID #24713 - Charge for less than tank wagon minimum deliveries: \$75.00

Brand Names: Marathon, BP, Husky

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Bid District 12 - Cuyahoga, Geauga, Lake

Contractor: Great Lakes Petroleum

ITEM NO.	FUEL TYPE	DELIVERY TYPE	MIN. ORDER, Gal	MAX ORDER, Gal	PRICING
24537	Gasoline Unleaded, Regular Ethanol Blend	Tank	200	5,000	Daily Pricing Information
24550	Gasoline Unleaded, Regular Ethanol Blend	Transport	5001	7,500	Daily Pricing Information
24562	Gasoline-Mid Grade Ethanol Blend	Tank	200	5,000	Daily Pricing Information
24574	Gasoline-Mid Grade Ethanol Blend	Transport	5001	7,500	Daily Pricing Information
24586	No. 2 Clear	Tank	200	5,000	Daily Pricing Information
24598	No. 2 Clear	Transport	5001	7,500	Daily Pricing Information
24610	No. 2 Dyed Fuel	Tank	200	5,000	Daily Pricing Information
24623	No. 2 Dyed Fuel	Transport	5001	7,500	Daily Pricing Information
24636	Premium Diesel Clear	Tank	200	5,000	Daily Pricing Information
24648	Premium Diesel Clear	Transport	5001	7,500	Daily Pricing Information
24660	Premium Diesel Dyed	Tank	200	5,000	Daily Pricing Information
24672	Premium Diesel Dyed	Transport	5001	7,500	Daily Pricing Information
24684	No. 1 Fuel Oil	Tank	200	5,000	Daily Pricing Information
24696	No. 1 Fuel Oil	Transport	5001	7,500	Daily Pricing Information

Item ID #34659 - Charge for less than tank wagon minimum deliveries: \$200.00

Brand Names: BP, Marathon, Sunoco, Shell, Exxon, Valero, Husky, XOM, PBF, Musket, Center Oil

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EXHIBIT 1



Page: 28

*CONTRACT NO .: RS900619 - 1

DELIVERY: Shipped 1 Day A.R.O.

(888) 498-9880

(740) 382-9610

(740) 387-8863

Transport: one (1) hr.

marionoil@centralohfarm.com

marionoil@centralohfarm.com

TERMS: Net 30 Days

Toll Free:

FAX:

E-mail:

E-Mail:

E-mail:

E-mail:

Telephone:

CONTRACTOR INDEX

CONTRACTOR AND TERMS:



71185 Central Ohio Farmers Co-op Inc. *751 E. Farming St Marion, OH 43302

CONTRACTOR'S CONTACT: Jim Bowman

Preferred Method of receiving Purchase Orders:

DEMURRAGE: Item ID#: 24715

Free time allowed for unloading fuel at each destination: Tank Wagon: one (1) hr.

Charge per hour on tank wagon/transport held over free time by facility personnel: \$75.00 per hour. This would include deliveries made to alternate locations due to extenuating circumstances. For example, if one location were unable to accept a transport delivery of a certain amount of gallonage and the contractor was requested to deliver the balance to another storage facility.



Great Lakes Petroleum Co. 4500 Renaissance Pkwy Cleveland, OH 44128

CONTRACTOR'S CONTACT: Jeffrey Platko

Preferred Method of receiving Purchase Orders:

DEMURRAGE: Item ID#: 24717

balance to another storage facility.

Free time allowed for unloading fuel at each destination: Tank Wagon: one (1) hr.

Charge per hour on tank wagon/transport held over free time by facility personnel: \$100.00 per hour. This would

include deliveries made to alternate locations due to extenuating circumstances. For example, if one location were unable to accept a transport delivery of a certain amount of gallonage and the contractor was requested to deliver the

Transport: one (1) hr.

jplatko@glpetro.com

jplatko@glpetro.com

*CONTRACT NO.: RS900619 - 2 DELIVERY: Shipped 1 Day A.R.O. TERMS: Net 30 Days Telephone: (216) 478-0501 FAX: (513) 831-1428

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CONTRACTOR'S INDEX (Cont'd.)

CONTRACTOR AND TERMS:

والتواكلة

*CONTRACT NO.: RS900619 - 3

DELIVERY: Shipped 1 Day A.R.O.

50951 Hightowers Petroleum Co 3577 Commerce Dr. Middletown, OH 45005

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Stephanie Hightower Thomas Telephone: (513) 423-4272 FAX: (513) 423-5750

E-mail:

stephanie@hightowerspetroleum.com

Preferred Method of receiving Purchase Orders: E-mail: stephanie@hightowerspetroleum.com

DEMURRAGE: Item ID#: 24716

Free time allowed for unloading fuel at each destination: Tank Wagon: one (1) hr. Transport: one (1) hr.

Charge per hour on tank wagon/transport held over free time by facility personnel: \$75.00 per hour. This would include deliveries made to alternate locations due to extenuating circumstances. For example, if one location were unable to accept a transport delivery of a certain amount of gallonage and the contractor was requested to deliver the balance to another storage facility.

Minority Business Enterprise (MBE)



*CONTRACT NO.: RS900619 - 4

50951 <u>DELIVERY</u>: Shipped 1 Day A.R.O. Hightowers Petroleum Co

3577 Commerce Dr.
Middletown, OH 45005 TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Stephanie Hightower Thomas Telephone: (513) 423-4272

FAX: (513) 423-5750

E-mail:

stephanie@hightowerspetroleum.com

Preferred Method of receiving Purchase Orders: E-mail: stephanie@hightowerspetroleum.com

DEMURRAGE: Item ID#: 24716

Free time allowed for unloading fuel at each destination: Tank Wagon: one (1) hr. Transport: one (1) hr.

Charge per hour on tank wagon/transport held over free time by facility personnel: \$75.00 per hour. This would include deliveries made to alternate locations due to extenuating circumstances. For example, if one location were unable to accept a transport delivery of a certain amount of gallonage and the contractor was requested to deliver the balance to another storage facility.

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CONTRACTOR'S INDEX (Cont'd.)

CONTRACTOR AND TERMS:

Minority Business Enterprise (MBE)



215677 JT Dillard, LLC. 25906 Emery Rd. Cleveland, OH 44128

CONTRACTOR'S CONTACT: Jeffrey Platko

Preferred Method of receiving Purchase Orders:

DEMURRAGE: Item ID#: 24717

Free time allowed for unloading fuel at each destination: Tank Wagon: one (1) hr.

Charge per hour on tank wagon/transport held over free time by facility personnel: \$100.00 per hour. This would include deliveries made to alternate locations due to extenuating circumstances. For example, if one location were unable to accept a transport delivery of a certain amount of gallonage and the contractor was requested to deliver the balance to another storage facility.

69968 Ports Petroleum Co, Inc. 1337 Blachleyville Rd. Wooster, OH 44691

CONTRACTOR'S CONTACT: Robert Lay

Preferred Method of receiving Purchase Orders:

DEMURRAGE: Item ID#: 24718

Free time allowed for unloading fuel at each destination: Tank Wagon: thirty (30) min. Transport: One (1) hr.

Charge per hour on tank wagon/transport held over free time by facility personnel: \$75.00 per hour. This would include deliveries made to alternate locations due to extenuating circumstances. For example, if one location were unable to accept a transport delivery of a certain amount of gallonage and the contractor was requested to deliver the balance to another storage facility.

*CONTRACT NO.: RS900619 - 5

DELIVERY: Shipped 1 Day A.R.O.

TERMS: Net 30 Days

Telephone:

FAX:

(440) 605-9005

(440) 605-9266

E-mail:

terrell.dillard@zaymat.com

E-mail:

david.elbert@zaymat.com

Transport: one (1) hr.

*CONTRACT NO.: RS900619 -6

DELIVERY: Shipped 1 Day A.R.O.

TERMS: Net 30 Days

Toll Free:

(800) 562-0373 Telephone:

(330) 804-9106

FAX:

(330) 804-9107

E-mail:

E-mail:

roblay@portspetro.com roblay@portspetro.com AN ORDINANCE ACCEPTING A CERTAIN BID FROM CARRON ASPHALT PAVING, INC., FOR THE 2018 ASPHALT PATCHING PROGRAM; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, four (4) bids were received by the Clerk on September 7, 2018, for the 2018 Asphalt Patching Program, pursuant to advertisement for competitive bidding as required by law; and

WHEREAS, the initial low bidder, Chagrin Valley Paving, Inc. qualified its bid proposal indicating that it could not begin work until October 22, 2018, well after the City's anticipated start date of no later than early October 2018; and

WHEREAS, the bid of Carron Asphalt Paving, Inc., was the next lowest and best bid received based on unit price; and

WHEREAS, the Service Director, in accordance with BCO 163.18, has recommended that Council accept the bid of Carron Asphalt Paving, Inc., as indicated in his Memorandum to the Mayor dated September 11, 2018, a copy which is attached hereto and made a part of hereof.

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 Service Director, the bid of Carron Asphalt Paving, Inc. is found to be the lowest and best bid received for the 2018 Asphalt Patching Program based upon the following unit prices in a total contract amount not to exceed Two Hundred Thousand Dollars and No Cents (\$200,000.00):

Item 251- Partial Depth Pavement Repair, Asphalt Patches, Day Work\$33.50 square yardItem 251- Partial Depth Pavement Repair, Asphalt Patches, Night Work\$34.50 square yard

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

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

Section 4: This Ordinance is hereby declared an urgent measure which is 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 this contract at the earliest time in order that the City streets can be promptly improved and maintained as safe for persons and property; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

Attest:	I hereby certify that this legislation was duly adopted on the 17 th day of September, 2018, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 18 th day of September, 2018.
	Clerk
Approval:	I have approved this legislation this 18^{th} day of September, 2018, and filed it with the Clerk.
	Mayor

BEACHWOOD SERVICE DEPARTMENT INTER-OFFICE MEMORANDUM

TO: Mayor Martin Horwitz

FR: Dale Pekarek, Service Director)

DT: September 11, 2018

RE: Council Agenda Item

Mayor,

Attached for your review are the results of the bids submitted on September 7th 2018, for the 2018 Asphalt Patching Program. Of the four bids received, Chagrin Valley Paving was the lowest. However, they are unable to complete the job within the designated time frame. With this in mind, Carron Asphalt Paving is the next lowest bidder and is able to complete the job on time.

Therefore I am recommending the City enter into a contract with Carron Asphalt Paving for the sum of \$200,000.00 to perform the project. With your permission I would like to place this item on the September 17th Council Agenda so we may perform this work before October 15th.

Attach

Cc: Whitney Crook

DHP/ais



Cleveland Office

5595 Transportation Blvd tel 216.518.5544

Suite 100 fax 216.518.5545

Cleveland, OH 44125 www.gpdgroup.com

September 10, 2018 2018119.08

Honorable Martin S. Horwitz, Mayor City of Beachwood 25325 Fairmount Blvd. Beachwood, Ohio 44122

RE: 2018 Asphalt Pavement Patching

Dear Mayor Horwitz:

Bids were opened on September 7, 2018 for the above referenced project. Four (4) bids were received and they are listed below:

Bidder Name	Amount	Day Work (SY)	Night Work (SY)
Chagrin Valley Paving	\$200,000	3,361.35	3,125.00
Carron Asphalt Paving, Inc.	\$200,000	2,985.07	2,898.55
Barbicas Construction Co. Inc	\$200,000	1,532.57	1,532.57
Burton Scot Contractors, LLC	\$200,000	1,250.00	800.00

The construction budget for this project is \$200,000. The project is specified to be completed in 14 days. The bid proposal documents were published with a fixed total bid amount of \$200,000. Prospective bidders were requested to provide the City with a quantity of work to be performed (in square yards) for the budget provided. The proposal requested quantities be provided for both daytime and nighttime work.

The work embraced by this contract generally consists of milling and filling large area asphalt pavement patches in various locations as directed by the Service Director.

The low bid was submitted by Chagrin Valley Paving. On their proposal, Chagrin Valley stated that the earliest start date for construction was 22 October 2018. The intent of this project is to have all patchwork completed before that date, and as such, we recommend awarding the project to the second low bidder Carron Asphalt Paving, Inc. Carron is able to commence construction in early October and have all work completed within the 14 day completion period. Carron is a reputable contractor capable of successfully completing this project. They have successfully completed several past projects for the City and we were satisfied with their work.

We hereby recommend the City enter into a contract with Carron Asphalt Paving Inc. as the lowest and most responsive bidder.

Returned herewith is a tabulation of all bids received and the actual bidding documents.

Very truly yours,

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

Dale Pekarek, Service Director cc:

File 2018119.08

Bid Tabulation

2018 Asphalt Pavement Patching Program

City of Beachwood

7 September 2018 @ 1:00 PM

				5	CHAGRIN VALLEY PAVING	VING
REF NO.	ITEM NUMBER	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT \$	TOTAL \$
1	251	PARTIAL DEPTH PAVEMENT REPAIR, ASPHALT PATCHES, DAY WORK	SYYD	3,361.35	\$ 29.75	\$ 100,000
2	251	PARTIAL DEPTH PAVEMENT REPAIR, ASPHALT PATCHES, NIGHT WORK	SYYD	3,125.00	\$ 32.00	S

GRAND TOTAL = \$ 200,000

					CARRON	
NO.	NUMBER	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT \$	TOTAL \$
1	251	PARTIAL DEPTH PAVEMENT REPAIR, ASPHALT PATCHES, DAY WORK	SY YD	2,985.07	\$ 33.50	100 000
2	251	PARTIAL DEPTH PAVEMENT REPAIR, ASPHALT PATCHES, NIGHT WORK	SY YD	2,898.55	\$ 34.50	S

GRAND TOTAL = \$ 200,000

NO. NUMBER 1 251 PARTIAL DEPTH		The same of the sa		DANDICAS	
Г	ITEM DESCRIPTION	UNIT	QUANTITY	UNITS	TOTAL \$
	PTH PAVEMENT REPAIR, ASPHALT PATCHES, DAY WORK	SY YD	1.532.57	\$ 26.28	100 000
2 251 PARTIAL DE	EPTH PAVEMENT REPAIR, ASPHALT PATCHES, NIGHT WORK	SYYD	1,532.57	\$ 65.25	\$ 100,000

GRAND TOTAL = \$ 200,000

					BURTON SCOT	
NO.	NUMBER	ITEM DESCRIPTION	UNIT	QUANTITY	UNITS	TOTAL \$
1	251	PARTIAL DEPTH PAVEMENT REPAIR, ASPHALT PATCHES, DAY WORK	SYYD	1.250.00	80.00	0000001
					00:00	`
7	251	PARTIAL DEPTH PAVEMENT REPAIR, ASPHALT PATCHES, NIGHT WORK	SY YD	800.00	125.00	100.000
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GRAND TOTAL = \$ 200,000

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO CHANGE ORDER NO. 1 WITH GREENMAN-PEDERSEN, INC. ("GPI") FOR CONSTRUCTION ADMINISTRATION/CONSTRUCTION INSPECTION SERVICES FOR THE 2018 RICHMOND ROAD NORTHBOUND LANES REPLACEMENT PROJECT; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, pursuant to Ordinance No. 2018-55, the City previously accepted the bid of Greenman-Pederson, Inc. in an amount not to exceed Eighty Thousand Five Hundred Twenty Five Dollars and No/Cents (\$80,525.00) for Construction Administration/Construction Inspection services for the 2018 Richmond Road Northbound Lanes Replacement Project; and

WHEREAS, based upon the recommendation of the Service Director, as set forth in his Memorandum dated September 11, 2018, a copy of which is attached hereto and made a part hereof, a change order is necessary to reflect the requirements of extra work, a change in scheduling, unforeseen utility elevations, and fiber optic cables thereby changing the contract amount to One Hundred Thousand Six Hundred Fifty Three Dollars and No/Cents (\$100,653.00).

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

Section 1: The Council, having been informed by the Service Director, and with the recommendation of the Mayor, hereby approves Change Order No. 1 to the said contract by and between Greenman-Pederson, Inc. and the City to reflect requirements of extra work, a change in scheduling, unforeseen utility elevations, and fiber optic cables, in an amount not to exceed Twenty Thousand, One Hundred Twenty Eight Dollars and No/Cents (\$20,128.00), thereby changing the contract amount to One Hundred Thousand, Six Hundred Fifty Three Dollars and No/Cents (\$100,653.00).

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 public peace, health or safety or the efficient operation of the City; and for the further reason of the compliance with ODOT standard; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

Attest:

I hereby certify this legislation was duly adopted on the 17th day of September, 2018, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 18th day of September, 2018.

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Orle		

Approval:

I have approved this legislation this 18th day of September, 2018 and filed it with the Clerk.

Mayor		
IVIayUI		

BEACHWOOD SERVICE DEPARTMENT INTER-OFFICE MEMORANDUM

TO: Mayor Martin Horwitz

FR: Dale Pekarek, Service Director

DT: September 11, 2018

RE: Council Agenda Item

Mayor,

Attached for your review is a change order submitted from GPI for additional construction administration work to be performed as a result of the extra construction work performed on Richmond Road by the Perk Construction Co.

As you are aware, the Richmond Road project is beyond the 60 day completion schedule, due to the requirements of extra work, a change in scheduling, unforeseen utility elevations, and fiber optic cables. The project may run as long as 90 days. To accommodate the extra construction administration, GPI is requesting an additional \$20,128.00.

With your permission I would like to place this item on the September 17th Council Agenda for approval.

Attach

Cc: Whitney Crook

DHP/ais



September 11, 2018

Mr. Dale Pekarek Service Director, City of Beachwood 23355 Mercantile Rd. Beachwood, OH 44122

Re.:

Richmond Road Northbound Lanes, PID 102013

Construction Inspection & Administration, Agreement Modification

Dear Mr. Pekarek.

The construction of Richmond Road Northbound Lanes has been proceeding aggressively towards the completion date of September 1, 2018. That date has passed due to unanticipated project issues, and the Perk Company is continuing to work diligently to finish the work and release all lanes of traffic to the public. Discussions between all parties have estimated that the project will be completed in its entirety by the end of September. There were several delays that contributed to the additional time such as added drainage work, utility conflicts, and the resequencing of work ordered by the City. An analysis of the delays will be conducted to determine if the full extent of the time extension is excusable, or if the Perk Company will be assessed liquidated damages.

Due to the extended schedule, GPI would like to request a modification to our agreement for additional time to complete our services on the Project. The original agreement provided for 60 days of inspection services which corresponded with the construction contract. GPI respectfully submits the attached cost proposal to provide the additional construction inspection and administrative services for the Project. The additional month of services will be adequate to complete the project and fulfill the closeout requirement required by the Ohio Department of Transportation. This presumes that the outstanding balance of the original purchase order is available for closeout and any site inspection beyond September. All services shall comply with The Ohio Department of Transportation's LPA Local Let Projects requirements.

In summary, an additional cost of \$20,128 is estimated to complete.

Should you have any questions or need additional information please do not hesitate to contact me. The staff of GPI appreciates the opportunity to continue working with the City of Beachwood on this Project.

Sincerely,

GREENMAN-PEDERSEN, INC.

Daniel F. Castrigano, PE

Vice President

- Centryon

	2018				
	Straight Time (hours)	Hourly Rate (\$/hr)	Overtime (hours)	OT Rate (\$/hr)	Subtotal
Construction Observer	152	\$72.00	38	\$108.00	\$15,048
Construction Administrator	40	\$127.00			\$5,080
			Total= \$	20,128	

Modification to GPI Agreement

The Modification Proposal is based upon the following parameters:

- The hours presented represent work in the month of September 2018.
- 6-day, 50-hour work week, based upon aggressive schedule.
- Labor Day holiday hours are omitted from the calculation.

NOTICE TO LEGISLATIVE **AUTHORITY**

OHIO DIVISION OF LIQUOR CONTROL 6606 TUSSING ROAD, P.O. BOX 4005 REYNOLDSBURG, OHIO 43068-9005 (614)644-2360 FAX(614)644-3166

TO

6088342	TRFO	MONARCH BEACHWOOD LP
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08 30 2018		BEACHWOOD OR 44122
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WE DO NOT REQUEST A HEADID YOU MARK A BOX?		THIS WILL BE CONSIDERED A LATE RESPONSE.
PLEASE SIGN BELOW AND N	IARK THE	APPROPRIATE BOX INDICATING YOUR TITLE:
(Signature)		(Title)- Clerk of County Commissioner (Date)
		Clerk of City Council
		Township Fiscal Officer

CLERK OF BEACHWOOD CITY COUNCIL 2700 RICHMOND ROAD BEACHWOOD OHIO 44122

Ohio: Liquor Control: Web Database Search

Commerce Division of Liquor Control: Web Database Search

OWNERSHIP DISCLOSURE INFORMATION

This online service will allow you to obtain ownership disclosure information for issued and pending retail liquor permit entities within the State of Ohio.

Searching Instructions

Enter the known information and click the "Search" button. For best results, search only ONE criteria at a time. If you try to put too much information and it does not match exactly, the search will return a message "No records to display".

The information is sorted based on the Permit Number in ascending order.

To do another search, click the "Reset" button.

	SEARCH CRITERIA
Permit Number	6088342
Permit Name / DBA	
Member / Officer Name	

Search

Member/Officer Name	Shares/Interest	Office Held
Permit Number: 6088342; Name: MON.		MBASSY SUITES
BEACHWOOD; Address : 3775 PARK EAST	DR BEACHWOOD 44122	
MONARCH BEACHWOOD GL LLC		
Permit Number: 60883420005; Name: N	MONARCH BEACHWOOD LP; DBA : D	DBA EMBASSY SUITES
BEACHWOOD; Address: 3775 PARK EAST	DR BEACHWOOD 44122	
MONARCH BEACHWOOD GP LLC		

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NOTICE TO LEGISLATIVE **AUTHORITY**

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REYNOLDSBURG, OHIO 43068-9005 (614)644-2360 FAX(614)644-3166

		TO
60883420005	NEW	MONARCH BEACHWOOD LP
		DBA EMBASSY SUITES BEACHWOOD 3775 PARK EAST DR
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		Clerk of City Council

☐ Township Fiscal Officer

CLERK OF BEACHWOOD CITY COUNCIL 2700 RICHMOND ROAD BEACHWOOD OHIO 44122

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Member/Officer Name	Shares/Interest	Office Held
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BEACHWOOD; Address: 3775 PARK EAST DR	R BEACHWOOD 44122	

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