

Beachwood City Council Meeting Agenda
Monday, October 16, 2023, 7:00 PM
at Beachwood City Hall, Council Chambers,
25325 Fairmount Boulevard, Beachwood, Ohio 44122

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

Agenda Items

1. Roll Call
2. Reports
 - a. Mayor
 - b. Council Member (non-agenda items)
 - c. Department Directors
3. Citizen's Remarks (City Council limits Citizen's Remarks to five (5) minutes each)
4. Approval of Minutes
Safety and Public Health Committee Meeting held on July 24, 2023
Recreation and Community Services Committee Meeting held on July 24, 2023
Economic Development Committee Meeting held on September 5, 2023
5. Committee of the Whole A Resolution in Support of Israel as it defends itself in the war
Resolution No. 2023-9 launched by terrorists; and declaring this to be an urgent measure
6. Economic Development Committee A Resolution supporting the Creation of a Revolving Loan Fund to
Resolution No. 2023-10 Promote the Attraction and Retention of Employment Opportunities,
Support Economic Development, Business Growth, Business Retention,
Commercial Revitalization and Sustainability in the City of Beachwood,
State of Ohio and directing the City Administration to further investigate
any necessary requirements to establish such a program within the City; and
declaring this to be an urgent measure
7. Finance & Insurance Committee An Ordinance authorizing and directing the payment of Certain Claims
Ordinance No. 2023-103 (Bills) for Professional and Other Services; and declaring this to be an
urgent measure
8. Finance & Insurance Committee An Ordinance Amending Appropriations for Current Expenditures and
Ordinance No. 2023-104 Other Expenses of the City of Beachwood, State of Ohio, for the Fiscal
Year 2023, January 1, 2023 to December 31, 2023, inclusive; and declaring
this to be an urgent measure
9. Finance & Insurance Committee A Motion authorizing the Clerk of Council to Advertise for Bids for the
Motion Purchase of a Security Software Platform per BCO 121.09 and ORC 7.16

10. Legal & Personnel Committee An Ordinance to accept the Tentative Agreement in the matter of the City of Beachwood, Ohio, and the Fraternal Order of Police, Beachwood Lodge 86 (Patrol Officers); and declaring this to be an urgent measure
Ordinance No. 2023-105

11. Legal & Personnel Committee An Ordinance authorizing the Mayor to enter into a Contract for and on behalf of the City of Beachwood, Ohio with the Cuyahoga County Board of Health through December 31, 2025; and declaring this to be an urgent measure
Ordinance No. 2023-106

12. Public Works Committee Accepting a Certain Bid from CATTs Construction, Inc., for the Timberlane/Green Sanitary Relief Phase I Project; and declaring this to be an urgent measure
Ordinance No. 2023-107

13. Safety & Public Health Committee A Motion authorizing the Clerk of Council to Advertise for Bids for Pole Camera Purchase per BCO 121.09 and ORC 7.16
Motion

14. Safety & Public Health Committee An Ordinance authorizing the Mayor to renew an Agreement with Glaus, Pyle, Schomer, Burns and DeHaven, Inc. DBA GPD Group for Traffic Engineering Services for the City of Beachwood, Ohio; and declaring this to be an urgent measure
Ordinance No. 2023-108

15. Safety & Public Health Committee An Ordinance authorizing the Mayor to renew a Contract with Hall Public Safety Co. for Repairs and Changeovers in City Vehicles; and declaring this to be an urgent measure
Ordinance No. 2023-109

Any other matters coming before City Council

Adjournment

BEACHWOOD CITY COUNCIL
SAFETY AND PUBLIC HEALTH COMMITTEE MEETING MINUTES
MONDAY, JULY 24, 2023, 6:00 PM
at **BEACHWOOD CITY HALL, CONFERENCE ROOM A,**
25325 Fairmount Boulevard, Beachwood, Ohio 44122

Called to order at 6:00 PM by Chairman Eric Synenberg

Eric Synenberg
Alec Isaacson
Danielle Shoykhet
June E. Taylor

Roll Call

Present – Mr. Synenberg, Mr. Isaacson, Ms. Shoykhet, Ms. Taylor
Others Present – Mayor Berns, Mr. Burkons, Mr. Mintz, Mr. Hastings, Mr. Heiser,
Police Chief McLaughlin, Ms. Turick

Agenda Items

1. Mayor's Report
None
2. Safety Briefing/Update provided by Police Chief McLaughlin
Chief McLaughlin gave an update on safety in Beachwood. The first item she discussed was a car jacking that had occurred recently in the City.

The Chief then gave an update on License Plate Readers that are being utilized throughout the City.

Chief McLaughlin then discussed vehicle thefts that have occurred throughout the City and stated that there have been 29 incidents. Of those 29 incidents, 15 vehicles were unlocked, and some vehicles had the keys inside. She also stated that there have been some stolen catalytic converters and stolen license plates.

Chief then discussed that the Police Department is making Social Media posts reminding residents to think about safety and locking their doors. She also stated that these postings are reminding residents to contact Dispatch in the event of emergencies.

Chief then discussed Beachwood Place Mall and talked about the Police substation that is in operation at CoHatch.

Chief McLaughlin then asked the Committee if they had any questions.

The Committee asked their questions and the Chairman Synenberg asked if there were any other items coming before the Safety and Public Health Committee and there were none and Motion to adjourn was made.

3. Any other matters coming before the Safety and Public Health Committee
None

Adjournment

Motion to Adjourn - Moved by: E. Synenberg, Seconded by D. Shoykhet

Yays: 4

Nays: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

Adjourn to the next Regular City Council Meeting at 7:19 PM

Clerk

Mayor

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

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

**BEACHWOOD CITY COUNCIL
RECREATION AND COMMUNITY SERVICES
COMMITTEE MEETING MINUTES MONDAY, JULY 24, 2023
IMMEDIATELY FOLLOWING THE
SAFETY AND PUBLIC HEALTH COMMITTEE MEETING
at BEACHWOOD CITY HALL, CONFERENCE ROOM A,
25325 Fairmount Boulevard, Beachwood, Ohio 44122**

Called to order at 7:21 PM by Chairwoman Barbara Bellin Janovitz

Barbara Bellin Janovitz
Danielle Shoykhet
Eric Synenberg

Roll Call

Present – Ms. Bellin Janovitz, Mr. Synenberg, Ms. Taylor

Others Present – Mayor Berns, Mr. Burkons, Mr. Isaacson, Mr. Mintz, Mr. Arrietta, Mr. Hastings,
Mr. Heiser, Mr. Schroeder, Ms. Turick

Agenda Items

1. Mayor's Report
None

2. Discussion regarding City Park East
Ms. Bellin Janovitz introduced this item and turned the discussion over to Mr. Schroeder.

Mr. Schroeder discussed this item at length and invited the Committee to ask questions.

The Committee discussed this item and asked questions regarding the proposed construction including the structure and the sitework at City Park East.

Ms. Bellin Janovitz stated that she is in favor of moving this item forward and is looking to see this on the next available Council Agenda.

3. Any other matters coming before the Recreation and Community Services Committee
None

Adjournment

Motion to Adjourn - Moved by: B.B. Janovitz, Seconded by E. Synenberg

Yays: 3

Nays: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

Adjourn to the next Regular City Council Meeting at 7:49 PM

Clerk

Mayor

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

BEACHWOOD CITY COUNCIL
ECONOMIC DEVELOPMENT COMMITTEE MEETING MINUTES
TUESDAY, SEPTEMBER 5, 2023, 6:00 PM
at **BEACHWOOD CITY HALL, COUNCIL CHAMBERS,**
25325 Fairmount Boulevard, Beachwood, Ohio 44122

Called to order at 6:00 PM by Chairwoman June E. Taylor

June E. Taylor
Alec Isaacson
Barbara Bellin Janovitz
Danielle Shoykhet

Roll Call

Present – Ms. Taylor, Mr. Isaacson, Ms. Bellin Janovitz, Ms. Shoykhet

Others Present – Mayor Berns, Mr. Burkons, Mr. Mintz, Mr. Synenberg, Mr. Hastings,
Mr. Heiser, Ms. Turick, Mr. George Smerigan, City Planner

Agenda Items

1. Mayor's Report
Mayor Berns made remarks regarding this item and Economic Development Director Catherine Bieterman and asked that the Committee hold all their questions until the end of the presentation.
2. Discussion regarding Economic Development
Ms. Bieterman gave a PowerPoint Presentation regarding Economic Development in the City of Beachwood. That presentation is attached hereto for the official record.

Ms. Bieterman then afforded the Committee and Council an opportunity to ask questions.

After questions, Ms. Taylor asked if there were any further questions and there were none.
3. Any other matters coming before the Economic Development Committee
None

Adjournment

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

Yays: 4

Nays: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

Adjourn to the next Regular City Council Meeting at 7:01 PM

Clerk

Mayor

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

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

INTRODUCED BY:

RESOLUTION NO. 2023-9

**A RESOLUTION IN SUPPORT OF ISRAEL AS IT DEFENDS ITSELF IN THE WAR
LAUNCHED BY TERRORISTS; AND DECLARING THIS TO BE AN URGENT MEASURE**

WHEREAS, the State of Israel has been attacked by terrorists who have killed numerous civilians including Americans; and

WHEREAS, innocent civilians, including women and children, have been targeted, taken hostage, injured, and murdered in this senseless series of attacks; and

WHEREAS, on Sunday Israel declared war against the terrorists.

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

Section 1: The City of Beachwood, Ohio mourns the lives lost and stands with Israel.

Section 2: We condemn these attacks and affirm Israel's right to defend itself.

Section 3: We support our Jewish and Israeli residents during this time and hope that peace and justice are swiftly restored.

Section 4: The Clerk of Council is directed to transmit copies of this Resolution to President Joe Biden and Ohio's Senators and Congressional Representatives.

Section 5: It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this Resolution 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 6: This Resolution is declared to be an urgent measure immediately necessary for the public peace, health, or safety or the efficient operation of the City, and for the further reason that it is necessary to show Council's support; wherefore, this Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

Attest: I hereby certify this legislation was duly adopted on the 16th day of October, 2023 and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 17th day of October, 2022.

Clerk

Approval: I have approved this legislation this 17th day of October, 2023 and filed it with the Clerk.

Mayor

TO: MAYOR JUSTIN BURNS AND BEACHWOOD CITY COUNCIL

DATE: 10/4/2023

SUBJECT: REQUEST TO PROCEED WITH INVESTIGATING ANY NECESSARY REQUIREMENTS TO ESTABLISH A REVOLVING LOAN FUND (RLF)

This resolution supports the creation of a Revolving Loan Program and directs the City Administration to further investigate any necessary requirements to ensure the structure of the program meets all necessary requirements under Ohio Revised Code. Final legislation will come back to the City Council formally establishing the RLF Program and accompanying fund.

Purpose: The Economic Development office has been re-evaluating the incentives available to businesses to support retention, expansion, business attraction and commercial revitalization within the City. The use of incentives to position communities in Northeast Ohio and around the country is very common. After evaluating the existing incentives, the Office of Economic Development is recommending establishing a Revolving Loan Fund (RLF) to assist both businesses and property owners by providing gap financing and low interest loan options to support new investment.

History: The City of Beachwood has established and utilized several economic development incentives to support new investment and job creation within the community. In 2013, City Council by ordinance adopted a Job Creation Tax Credit (JCTC) for companies adding more than \$1 million in payroll, later this ordinance was amended in 2021 to support projects resulting in larger payroll increases beyond \$14 million in payroll. The JCTC provides companies a rebate on the municipal income tax paid to the City as a result of new job creation. In 2018, the City established a Community Reinvestment Area (CRA) for Commerce Park, later in 2020 the City expanded the district area to include the majority of all commercial areas within the City. The CRA provides an opportunity for a tax abatement up to and including, ten (10) years, and up to and including fifty percent (50%) for remodeling or new construction of existing commercial and industrial facilities. The Council has also used Tax Increment Financing (TIF), which captures future tax benefits of real estate improvements to pay for present costs of improvements. Finally, Council has used an Occupancy Incentive that is available to a business occupying or looking to occupy an existing vacant industrial and/or commercial property, the incentive is provided based on new job creation and increased payroll.

Project Details: The establishment of a RLF is recommended in our Economic Development Action Plan and structured as a program that is not solely based on increased payroll or increased property tax valuations but can incentivize based on meeting the City's overall objectives. The fund can lend resources directly or in support of a commercial loan with a

financial institution supporting new business and property investments. The fund can also support a Linked Deposit Loan Program which would offer companies a lower interest rate for commercial business loans for projects that meet the City's objectives.

The **Revolving Loan Fund (RLF)** provides a set fund for which the City can lend resources on a revolving basis providing companies with access to capital for gap financing to encourage investments with lower interest. The US Economic Development Administration, the State of Ohio, several Ohio communities, and Community Improvement Corporations have used revolving loan funds to assist in key projects that are instrumental to supporting small business, commercial revitalization, economic growth, increased tax revenue and creating or retaining jobs.

The **Linked Deposit Program** serves as an interest buydown program providing businesses or property owners, in participation with a financial institution, a lower interest on a portion of their commercial loan. The program will be designed to work in partnership with participating banks or financial institutions. The program allows the City to place a certificate of deposit with a participating bank whereby the interest generated from the investment would be linked to the commercial loan to buydown the interest rate for the business or property owner.

Loan Review Committee (LRC): The implementation of this program will be supported by a Loan Review Committee. The Economic Development office is recommending that the LRC be established by the City's existing Community Improvement Corporation (CIC), as established by City Ordinance 2020-50 and under Ohio Revised Code section 1724.04. The CIC is designed by ORC to support the purposes of this action. The CIC will be asked to establish a LRC made up of financial institutions, CPA's, accountants, commercial loan underwriters and other key stakeholders who will make recommendations for such loans. All loans initially would be made in partnership with a local lending institution, leading the commercial loan until such committee has been established. All loans issued from this fund will require legislative action of City Council prior to loan approval.

Purchasing/Financing: The RLF program requires the City to request a fund approval from the Auditor of State and must accompany an additional Resolution of City Council. The request for establishing this program fund will be from allocated non-tax revenues creating a fund balance over time of \$1,000,000 and allowing for further increases if demand warrants.

Recommendations: My recommendation is to proceed with this legislation directing administration to prepare the necessary requirements of the Revolving Loan Program and bring back to Council the final legislation to establish the Revolving Loan Program and the Revolving Loan Fund.

INTRODUCED BY:

RESOLUTION NO. 2023-10

A RESOLUTION SUPPORTING THE CREATION OF A REVOLVING LOAN FUND TO PROMOTE THE ATTRACTION AND RETENTION OF EMPLOYMENT OPPORTUNITIES, SUPPORT ECONOMIC DEVELOPMENT, BUSINESS GROWTH, BUSINESS RETENTION, COMMERCIAL REVITALIZATION AND SUSTAINABILITY IN THE CITY OF BEACHWOOD, STATE OF OHIO AND DIRECTING THE CITY ADMINISTRATION TO FURTHER INVESTIGATE ANY NECESSARY REQUIREMENTS TO ESTABLISH SUCH A PROGRAM WITHIN THE CITY; AND DECLARING URGENT MEASURE

WHEREAS, the City, pursuant to its Charter and the laws of the State (including, without limitation, Article VIII, Section 13 and Article XVIII, Section 3 of the Ohio Constitution and Chapter 165, Ohio Revised Code) in order to promote economic development and thereby create and preserve jobs and employment opportunities available to, and improve the economic welfare of, residents of the City and, in furtherance of that public purpose, desires the creation of the Beachwood Revolving Loan Fund to establish financing and loan resources for the purposes of supporting the attraction and retention of employment opportunities, economic development, business growth, business retention, commercial revitalization and sustainability within the City; and

WHEREAS, county and local governments have historically utilized revolving loan funds to provide gap financing, primarily to property owners, developers and businesses, to achieve positive public outcomes including community revitalization, economic growth, increased tax revenue, and creating or saving jobs; and

WHEREAS, the Beachwood Revolving Loan Fund shall include the Revolving Loan Fund Program and the Linked Deposit Loan Fund Program, a proposed description of each is on file with the Clerk of this Council; and

WHEREAS, the City's Community Improvement Corporation shall establish a Loan Review Committee for the purposes of evaluating all loan applications and subsequently make recommendations to the CIC Board or Directors, City Administration and City Council relating to loan applications; and

WHEREAS, this Council has encouraged efforts intended to support economic development within the City of Beachwood.

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

Section 1. This Council supports the creation of a Beachwood Revolving Loan Fund and financial assistance programs supporting the attraction and retention of employment opportunities, economic development, business growth, business retention, commercial revitalization, and sustainability within the City.

Section 2. This Council directs the Mayor, City Finance Director, Economic Development Director, and other officials as deemed necessary, to establish such a program to promote economic stabilization and development within the City through passage of this legislation.

RESOLUTION NO. 2023-10

Section 3. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Resolution were taken up in an open meeting of this Council, or Committees, and that all deliberations of this Council and of any of its Committees that resulted in those formal actions were in meetings open to the public, in compliance with the law.

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

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

Attest: I hereby certify that this legislation was duly adopted on the 16th day of October, 2023, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 17th day of October, 2023.

Clerk

Approval: I have approved this legislation this 17th day of October, 2023 and filed it with the Clerk.

Mayor

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

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

Section 1:

For Supplies and Services	October 16, 2023	\$ 13,585.16
GPD	Engineering Services	\$ 3,013.00
Markowitz – Thrasher Dinsmore & Dolan	Legal Services	\$ 5,857.91
Code Consultation – Kowalczyk	Plan Review Services	\$ 793.25
Dyer, G. Gifford – Architect	Plan Review Services	\$ 501.00
Korensek – A-1 Wildlife Control	Public Works Services	\$ 3,420.00

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 available for use at the earliest possible time, to serve the City of Beachwood and its citizens.

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

Attest: I hereby certify that this legislation was duly adopted on the 16th day of October, 2023 and presented to the Mayor.

Clerk

Approval: I have approved this legislation this 17th day of October, 2023 and filed it with the Clerk.

Mayor

Summary of Engineering Invoices

October 16, 2023 Professional Service Ordinance

Invoice #	Invoice Date	Original Amount	Adjustment	Payment Amount	Fund	Billed	Out	2023	2022	2021
								ENCUMBRANCES		
2023119.06-5	9/8/2023	\$1,150.00	\$0.00	\$1,150.00	General			X		
2022119.50-13R	9/8/2023	\$1,863.00	\$0.00	\$1,863.00	Capital			X		

Total To Pay	<u>\$3,013.00</u>
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Total Capital Fund	\$1,863.00
Total General Fund	\$1,150.00
Total Deposits	\$0.00
Total Street Const. Mant.	\$0.00
Less: Billable Charges	\$0.00
Net Paid by City:	<u>\$3,013.00</u>



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

Invoice

RECEIVED

OCT .. 2 2023

FINANCE DEPT

City of Beachwood
 Attn: Carol Morrison
 Accounts@beachwoodohio.com
 25325 Fairmount Blvd.
 Beachwood, OH 44122

September 08, 2023

Invoice No: 2022119.50 - 13R

Invoice Total \$1,863.00

Project 2022119.50 Beachwood - Pickleball Courts

Professional Services from July 29, 2023 to August 25, 2023

Task 590 CA
 P.O.#2023-00824

Professional Personnel

	Hours	Rate	Amount
Sr. Engineer			
DePaulo, Veronica	1.00	111.00	111.00
Sr. Landscape Architect			
Caldwell, Jarlath	4.00	111.00	444.00
Totals	5.00		555.00
Total Labor			555.00

Billing Limits	Current	Prior	To-Date
Total Billings	555.00	20,433.05	20,988.05
Limit			21,000.00
Remaining			11.95
Total this Task			\$555.00

Task 591 CA - Site Inspections
 P.O.#2023-00824

Professional Personnel

	Hours	Rate	Amount
Construction Coordinator			
Hollo, Gary	1.00	84.00	84.00
Libert, Alicia	4.00	84.00	336.00
Sr. Landscape Architect			
Caldwell, Jarlath	8.00	111.00	888.00
Totals	13.00		1,308.00
Total Labor			1,308.00

APPROVED
CHRISTOPHER ARRIETTA
PUBLIC WORKS DIRECTOR

9-26-23

DATE

CITY OF BEACHWOOD

Net 30 days.

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

2023-00824

Project	2022119.50	Beachwood - Pickleball Courts	Invoice	13R
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Billing Limits	Current	Prior	To-Date
Total Billings	1,308.00	7,488.00	8,796.00
Limit			14,700.00
Remaining			5,904.00
Total this Task			\$1,308.00
Total this Invoice			<u>\$1,863.00</u> ✓

Outstanding Invoices

Number	Date	Balance
12	8/11/2023	2,393.25
Total		2,393.25

Billings to Date

	Current	Prior	Total
Fee	0.00	69,800.00	69,800.00
Labor	1,863.00	27,907.50	29,770.50
Expense	0.00	359.35	359.35
Add-on	0.00	-345.80	-345.80
Totals	1,863.00	97,721.05	99,584.05 ✓

APPROVED
CHRISTOPHER ANGLITTA
PUBLIC WORKS DIRECTOR

Net 30 days.

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CITY OF BEACHWOOD
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INDIANAPOLIS / LOUISVILLE / PHOENIX / SEATTLE / YOUNGSTOWN

GPD Associates Invoices
BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
08/12/22	2022119.50-1	2022119.50	07/29/22	SERVICE	\$9,950.00
09/09/22	2022119.50-2	2022119.50	08/26/22	SERVICE	\$13,491.00
10/14/22	2022119.50-3	2022119.50	09/30/22	SERVICE	\$14,685.00
11/11/22	2022119.50-4	2022119.50	10/28/22	SERVICE	\$10,769.16
12/09/22	2022119.50-5	2022119.50	11/25/22	SERVICE	\$19,574.53
12/31/22	202211950-6	2022119.50	12/31/22	SERVICE	\$1,330.31
03/10/23	202211950-7	2022119.50	02/24/23	SERVICE	\$7,230.00
04/14/23	202211950-8	2022119.50	03/31/23	SERVICE	\$10,443.15
05/12/23	2022119.50-9	2022119.50	04/28/23	SERVICE	\$5,904.95
06/06/23	2022119.50-10R	2022119.50	05/26/23	SERVICE	\$1,086.00
07/14/23	2022119.50-11	2022119.50	06/30/23	SERVICE	\$863.70
08/11/23	2022119.50-12	2022119.50	07/28/23	SERVICE	\$2,393.25
09/08/23	2022119.50-13R	2022119.50	08/25/23	SERVICE	\$1,863.00

\$99,584.05



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

Invoice

RECEIVED

OCT .. 2 2023

FINANCE DEPT

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

September 08, 2023

Invoice No: 2023119.06 - 5

Invoice **\$1,150.00**
Total

Project 2023119.06 Beachwood - Dead Tree Surveys

Professional Services from July 29, 2023 to August 25, 2023

Task 175 24104Cedar/24110 Cedar

Professional Personnel

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

Total this Task \$1,150.00

Total this Invoice \$1,150.00

Outstanding Invoices

Number	Date	Balance
4	8/11/2023	1,150.00
Total		1,150.00

Billings to Date

	Current	Prior	Total
Labor	1,150.00	5,060.00	6,210.00
Totals	1,150.00	5,060.00	6,210.00

OK TO PAY
C.V.

APPROVED FOR PAYMENT

BY: [Signature]
DATE: 9-12-23
P/O: 2023-00114

Net 30 days.

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

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
04/14/23	2023119.06-1	2023119.06	03/31/23	SERVICE	\$230.00
05/12/23	2023119.06-2	2023119.06	04/28/23	SERVICE	\$1,610.00
07/14/23	2023119.06-3	2023119.06	06/30/23	SERVICE	\$2,070.00
08/11/23	2023119.06-4	2023119.06	07/28/23	SERVICE	\$1,150.00
09/08/23	2023119.06-5	2023119.06	08/25/23	SERVICE	\$1,150.00

\$ 6,210.00

THRASHER, DINSMORE & DOLAN
100 7th Avenue, Suite 150
Chardon, Ohio 44024-1079
(440) 285-2242 or (440) 942-1034

RECEIVED
OCT - 2 2023
FINANCE DEPT

Client Number 30457

VIA EMAIL


CITY OF BEACHWOOD
accounts@beachwoodohio.com

ZONING CODE

09/25/2023 SUMMARY OF CHARGES

For legal services rendered (Invoice #113126)

\$5,857.91

APPROVED FOR PAYMENT
BY: 
DATE: 10/3/23
P/O: _____

STATEMENTS DUE UPON RECEIPT.
PLEASE WRITE BILL NUMBER ON YOUR CHECK
TO ENSURE PROMPT CREDIT. FED. TAX I.D. 34-1264449

CODE CONSULTATION & PLAN REVIEW SERVICES, LLC

October 1, 2023

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

RECEIVED

OCT 3 2023

FINANCE DEPT

RE: Building Department Plan Review

INVOICE FOR PROFESSIONAL SERVICES RENDERED:

Plan review for the month of September 2023 \$793.25
(See attached sheet for breakdown)

Total amount due
Seven Hundred Ninety-three Dollars and Twenty-five Cents **\$793.25**

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



Paul Kowalczyk, MPE #798

APPROVED
WG

WILLIAM B. GRISWOLD
BLDG. COMMISSIONER

10/3/23

DATE

CITY OF BEACHWOOD

CODE CONSULTATION & PLAN REVIEW SERVICES, LLC

**City of Beachwood
Plan Examination Services
September 2023 Invoice**

Beachwood Plan Review No.:	PK Plan Review No.:	Project:	Time:	Charge:
2022-07321	BW22-23.7	Project Golden – Phase 1 and 2 23463 Commerce Park Road Interior Alterations – Revision 9	1 hour	\$83.50
2023-06228	BW23-13 9/12/23	Norr Residence 25805 Fairmount Blvd., #302 Seasonal Enclosure	1 hour	\$83.50
2023-01825	BW23-04.2 9/13/23	J&F Mandel Jewish Day School 26500 Shaker Blvd. Interior Alterations – Bulletin No. 3	1 hour	\$83.50
2022-09128	BW23-14 9/18/23	Porsche 3750 Orange Place Fire Sprinkler System	3 hours 30 min.	\$292.25
2023-06228	BW23-13.1 9/23/23	Norr Residence 25805 Fairmount Blvd., #302 Seasonal Enclosure – 2nd submission	30 min.	\$41.75
2023-06477	BW23-15 9/23/23	Huntington Bank Corp. 3900 Park East Drive Interior Renovation	1 hour	\$83.50
2023-01825	BW23-16 9/30/23	J&F Mandel Jewish Day School 26500 Shaker Blvd. Kitchen Exhaust Hoods and Suppression	1 hour 30 min.	\$125.25
Total:				\$793.25

Paul Kowalczyk, MPE #798

RECEIVED
OCT 3 2023
FINANCE DEPT

[illegible]



A-1 Wildlife Control

7956 Bainbridge Road
Chagrin Falls, Ohio 44023
Phone: 216-575-6104

KORENSEK

Invoice

Date	2/21/2023
Terms	Due on receipt
Invoice #	2609
P.O. No.	

RECEIVED

SEP 15 2023

Bill To

City Of Beachwood
25325 Fairmount Blvd.
Beachwood, Ohio 44122

FINANCE DEPT

Service Address

24750 Hilltop

Qty	Description	Rate	Amount
	Inspection & basic professional services. Includes up to the 1st animal captured. Install 2 single skunk cubbys.	350.00	350.00
	1st animal captured 2-22-23		0.00
4	Per animal charge after 1st capture	120.00	480.00
1	Total # of skunks captured		0.00
4	Total # of opossums captured		0.00

I DO HEREBY CERTIFY THERE ARE (AND WERE)
AT TIME OF RENDERING OF SERVICES
SUFFICIENT FUNDS LAWFULLY APPROPRIATED
OR IN THE PROCESS OF COLLECTION TO
SUPPORT THE PROPOSED EXPENDITURE
REFERENCED IN THE ATTACHED DOCUMENT

APPROVED FOR PAYMENT

DATE: 9-12-23

P/O: 2023-01217

OK TO PAY
CV

Approved
2/21/23 9/22/23
Finance Director

Subtotal	\$830.00
Sales Tax (0.0%)	\$0.00
Total	\$830.00
Payments/Credits	\$0.00
Balance Due	\$830.00

Thank You For Your Business



A-1 Wildlife Control

7956 Bainbridge Road
Chagrin Falls, Ohio 44023
Phone: 216-575-6104

Invoice

Date

1/1/2023

Terms

Due on receipt

Invoice #

2610

P.O. No.

RECEIVED

SEP 15 2023

FINANCE DEPT

Bill To

City Of Beachwood
25325 Fairmount Blvd.
Beachwood, Ohio 44122

Service Address

3460 Belvoir

Qty	Description	Rate	Amount
	Inspection & basic professional services. Includes up to the 1st animal captured. Includes 2 single animal cubby's.	350.00	350.00
1	1st animal captured 1-2-23		0.00
5	Per animal charge after 1st capture	120.00	600.00
2	Total # of skunks captured		0.00
2	Total # of raccoons captured		0.00
2	Total # of opossums captured		0.00

APPROVED FOR PAYMENT

BY: C. Amato

DATE: 9-22-23

P/O: 2023-01217

OK TO PAY

C.V.

Approved

Finance Director

Subtotal	\$950.00
Sales Tax (0.0%)	\$0.00
Total	\$950.00
Payments/Credits	\$0.00
Balance Due	\$950.00

Thank You For Your Business



A-1 Wildlife Control

7956 Bainbridge Road
Chagrin Falls, Ohio 44023
Phone: 216-575-6104

Invoice

Date	1/10/2023
Terms	Due on receipt
Invoice #	2611
P.O. No.	

Bill To

City Of Beachwood
25325 Fairmount Blvd.
Beachwood, Ohio 44122

RECEIVED
SEP 15 2023
FINANCE DEPT

Service Address

~~26183~~ Hurlingham
26115 Hurlingham

Qty	Description	Rate	Amount
	Inspection & basic professional services. Includes up to the 1st animal captured. Euthanize & remove sick skunk from front yard.	350.00	350.00

APPROVED FOR PAYMENT

BY: [Signature]

DATE: 9-22-23

P/O: 2023-01217

HEREBY CERTIFY THERE ARE (AND WERE)
AT TIME OF RENDERING OF SERVICES)
SUFFICIENT FUNDS LAWFULLY APPROPRIATED
OR IN THE PROCESS OF COLLECTION TO
SUPPORT THE PROPOSED EXPENDITURE
REFERENCED IN THE ATTACHED DOCUMENT

OK to Pay
C.V.

Approved
[Signature] 9/22/23
Finance Director

Subtotal	\$350.00
Sales Tax (0.0%)	\$0.00
Total	\$350.00
Payments/Credits	\$0.00
Balance Due	\$350.00

Thank You For Your Business



A-1 Wildlife Control

7956 Bainbridge Road
Chagrin Falls, Ohio 44023
Phone: 216-575-6104

Invoice

Date	3/7/2023
Terms	Due on receipt
Invoice #	2612
P.O. No.	

Bill To

City Of Beachwood
25325 Fairmount Blvd.
Beachwood, Ohio 44122

RECEIVED

SEP 15 2023

FINANCE DEPT

Service Address

24773 Letchworth

Qty	Description	Rate	Amount
	Inspection & basic professional services. Includes up to the 1st animal captured. Install single deck cubby.	350.00	350.00

APPROVED FOR PAYMENT

BY: C. Amato

DATE: 9-21-23

P/O: 2023-01217

HEREBY CERTIFY THERE ARE (AND WERE)
TIME OF RENDERING OF SERVICES)
SUFFICIENT FUNDS LAWFULLY APPROPRIATED
FOR IN THE PROCESS OF COLLECTION TO
SUPPORT THE PROPOSED EXPENDITURE
REFERENCED IN THE ATTACHED DOCUMENT

OK to Pay
C.N.

Approved
2023 9/21/23
Finance Director

Subtotal	\$350.00
Sales Tax (0.0%)	\$0.00
Total	\$350.00
Payments/Credits	\$0.00
Balance Due	\$350.00

Thank You For Your Business



A-1 Wildlife Control

7956 Bainbridge Road
Chagrin Falls, Ohio 44023
Phone: 216-575-6104

Invoice

Date	3/7/2023
Terms	Due on receipt
Invoice #	2613
P.O. No.	

Bill To

City Of Beachwood
25325 Fairmount Blvd.
Beachwood, Ohio 44122

RECEIVED
SEP 15 2023
FINANCE DEPT

Service Address

25061 S. Woodland

Qty	Description	Rate	Amount
	Inspection & basic professional services. Includes up to the 1st animal captured. Install double skunk cubby.	350.00	350.00
1	1st animal captured 3-8-23		0.00
2	Per animal charge after 1st capture	120.00	240.00
3	Total # of skunks captured		0.00

DO HEREBY CERTIFY THERE ARE (AND WERE)
AT TIME OF RENDERING OF SERVICES)
SUFFICIENT FUNDS LAWFULLY APPROPRIATED
OR IN THE PROCESS OF COLLECTION TO
SUPPORT THE PROPOSED EXPENDITURE
REFERENCED IN THE ATTACHED DOCUMENT

APPROVED FOR PAYMENT

BY: C. Amato

DATE: 9-23-23

P/O: 2023-01217

Approved
John G. [Signature]
Finance Director

OK to Pay
C.V.

Subtotal	\$590.00
Sales Tax (0.0%)	\$0.00
Total	\$590.00
Payments/Credits	\$0.00
Balance Due	\$590.00

Thank You For Your Business



A-1 Wildlife Control

7956 Bainbridge Road
Chagrin Falls, Ohio 44023
Phone: 216-575-6104

Invoice

Date	4/3/2023
Terms	Due on receipt
Invoice #	2614
P.O. No.	

RECEIVED

SEP 15 2023

FINANCE DEPT

Bill To

City Of Beachwood
25325 Fairmount Blvd.
Beachwood, Ohio 44122

Service Address

23805 E. Groveland

Qty	Description	Rate	Amount
	Inspection & basic professional services. Includes up to the 1st animal captured. Install single skunk cubby on garage holr.	350.00	350.00
1	1st animal captured 4-12-23		0.00
1	Total # of opossums captured		0.00

APPROVED FOR PAYMENT

BY: [Signature]

DATE: 9-22-23

P/O: 2023-01217

DO HEREBY CERTIFY THERE ARE (AND WERE) AT TIME OF RENDERING OF SERVICES) SUFFICIENT FUNDS LAWFULLY APPROPRIATED OR IN THE PROCESS OF COLLECTION TO SUPPORT THE PROPOSED EXPENDITURE REFERENCED IN THE ATTACHED DOCUMENT

OK to Pay
C.V.

Approved

[Signature]
Finance Director

Subtotal	\$350.00
Sales Tax (0.0%)	\$0.00
Total	\$350.00
Payments/Credits	\$0.00
Balance Due	\$350.00

Thank You For Your Business

INTRODUCED BY:

ORDINANCE NO. 2023-104

AN ORDINANCE AMENDING APPROPRIATIONS FOR CURRENT EXPENDITURES AND OTHER EXPENSES OF THE CITY OF BEACHWOOD, STATE OF OHIO, FOR THE FISCAL YEAR 2023, JANUARY 1, 2023 TO DECEMBER 31, 2023, INCLUSIVE; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, City Council approved Ordinance No. 2022-135 on December 5, 2022, authorizing appropriations for current expenditures and other expenses of the City of Beachwood, State of Ohio, for the Fiscal Year 2023, January 1, 2023 to December 31, 2023, inclusive; and

WHEREAS, on June 12, 2023, City Council approved Ordinance No. 2023-59, amending Ordinance No. 2022-135; and

WHEREAS, on September 18, 2023, City Council approved Ordinance No. 2023-91, amending Ordinance No. 2023-59; and

WHEREAS, at this time it is once again necessary to amend certain appropriations to provide for current expenditures and other expenses of the City of Beachwood for the fiscal year ending December 31, 2023.

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

Section 1: Based upon the recommendation of the Finance Director, the City's appropriations, as authorized in Ordinance Number 2022-135, Ordinance No. 2023-59, and Ordinance No. 2023-91, are hereby amended to reflect the increases and/or decreases set out in the attached appropriations, a copy of which is attached hereto and incorporated herein as Exhibit "A".

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

Section 3: This Ordinance is hereby declared an urgent measure necessary for the immediate preservation of the public peace, health or safety or the efficient operation of the City, and for the further reason that it is necessary to amend the appropriation of sums and transfer funds to provide for the current expenses and other expenditures of the said City of Beachwood for the fiscal year ending December 31, 2023; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

Attest: I hereby certify this legislation was duly adopted on the 16th of October, 2023, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 17th day of October, 2023.

Clerk

Approval: I have approved this legislation this 17th day of October, 2023 and filed it with the Clerk

Mayor

**CITY OF BEACHWOOD
FINANCE DEPARTMENT
INTER-OFFICE COMMUNICATION**

TO: Mayor Justin Berns; Finance Chair Barbara Bellin-Janovitz
FROM: Larry Heiser, Finance Director *JAL*
DATE: October 10, 2023
SUBJECT: Budget Amendments

I am requesting the following amendments to the 2023 Budget.

- 1) Increase Pool Budget wages by \$23,000 and decrease other by \$23,000 thus offsetting for a net zero increase for the Pool budget.
- 2) Increase appropriations for Transfers within the Finance Department budget by \$4,000,000.
- 3) Increase the Capital Projects Fund appropriations by \$4,000,000.

Please call or email if you have any questions.

To: Larry Heiser, Finance Director

2/11

From: Craig Kaufman, IT Manager

APPROVED

Subject: Security Software

Date: October 10, 2023

Larry,

We are seeking permission to competitively bid the purchase of a security software platform. This solution will help us manage and detect risk in a single pane of glass. This will include: Security Information and Event Management(SIEM), Manage and Detection Response, SASE/Zero Trust Networking, EDR. With the purchase of this software, we will be able to eliminate at least \$15,000 in other maintenance fees.

With your permission, I would like to place this on the next council agenda. Please let me know if you have any questions regarding this item.

INTRODUCED BY:

ORDINANCE NO. 2023-105

AN ORDINANCE TO ACCEPT THE TENTATIVE AGREEMENT IN THE MATTER OF THE CITY OF BEACHWOOD, OHIO AND THE FRATERNAL ORDER OF POLICE, BEACHWOOD LODGE 86 (PATROL OFFICERS); AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the parties met and have now reached a tentative agreement that was ratified and approved by members of the Fraternal Order of Police, Beachwood Lodge 86 (Patrol Officers) and is now being submitted to Council for its consideration and approval; and

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

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

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

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

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

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

Attest: I hereby certify that this legislation was duly adopted on the 16th day of October, 2023, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 17th day of October, 2023.

Clerk

Approval: I have approved this legislation this 17th day of October, 2023 and filed it with the Clerk.

Mayor

Tables of Amendments

This document reflects amendments in the following Articles, Sections, and MOUs:

Article 6 - Grievance Procedure

Article 8 - Wages, Overtime, and Compensatory Time

Section 1. Wages

Section 3. Field Training Officer

Section 4. Overtime, Compensatory Time

Section 6. Call-in

Section 8. On-Call Compensation (New Section)

Section 9. Advanced Firearm Proficiency Compensation (New Section)

Article 9 - Longevity for Years of Service

Article 13 - Vacation and Holidays

Section 2. Holidays

Article 16 - Uniforms and Equipment

Article 17 - Sick Leave, Injury Leave, Bereavement Leave, Switch Time and Union Leave

Section 1. Sick Leave

Section 3. Bereavement Leave

Section 4. Switch Time

Section 5. Union Leave

On-Call MOU (To be signed separately and added to end of contract alongside the Healthcare MOU and K9 MOU)

Amendment Key:

Red Bold – Added Language

~~Plain Strikethrough~~ – Removed Language

ARTICLE 6

Grievance Procedure

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

- Step 1 (A)** An employee who has a grievance may take it up orally with his immediate supervisor, either alone or accompanied by his F.O.P. representative, who may be present throughout all stages of the grievance procedure, within fourteen (14) calendar days after the employee has knowledge, or should have had knowledge, of the event or events upon which his grievance is based. The immediate supervisor shall give his answer to the employee within seven (7) calendar days after the grievance is presented to him.
- (B)** With the exception of verbal or written reprimands, an employee may be entitled to an informal hearing before the Chief of Police prior to the implementation of the disciplinary action of suspension, demotion, or discharge at the discretion of the Chief. Such request shall be in writing to the Chief within seven (7) calendar day following the supervisory answer in Step 1. **Such request should set forth the complete details of the grievance, i.e., the facts upon which it is based, the approximate time of the occurrence, and the specific relief or remedy requested.** Such informal hearing shall occur as soon as reasonably possible.
- Step 2** If the employee’s grievance is not satisfactorily settled at Step 1, the grievance shall, within seven (7) calendar days after the receipt of the Step 1 or Step 1(A) answer, be reduced to writing and filed with the Chief of Police, setting forth the complete details of the grievance, i.e., the facts upon which it is based, the approximate time of the occurrence, the relief or remedy requested, dated, and signed by the employee. The Chief shall give a written answer within seven (7) calendar days after the receipt of said grievance in writing.
- Step 3** If the grievance is not satisfactorily settled at Step 2, the employee may, within seven (7) calendar days after receipt of the Step 2 answer, appeal in writing to the Mayor. **Such written appeal should set forth the complete details of the grievance, i.e., the facts upon which it is based, the approximate time of the**

occurrence, and the specific relief or remedy requested. The Mayor shall give a written answer within fourteen (14) calendar days after said grievance is received.

Step 4

If the grievance is not satisfactorily settled at Step 3, the F.O.P. may submit the grievance to arbitration by notifying the Mayor in writing of its intent to do so within fourteen (14) days after the Step 3 answer was issued. If the City and the F.O.P. cannot agree upon an impartial arbitrator, either party may request a panel of arbitrators from the Federal Mediation and Conciliation Service (FMCS), and an arbitrator will be chosen by the alternate striking of the list with the party requesting the list striking first and continuing until one arbitrator remains. By mutual agreement, either party may request a second list from FMCS. The arbitrator selected shall have no authority to add to, subtract from, or modify in any way the provisions of this Agreement. The fees and expenses of the arbitrator and FMCS shall be borne equally by the parties.

ARTICLE 8

Wages, Overtime And Compensatory Time

Section 1. Wages. (Annual rates of pay; payable bi-weekly).

Effective ~~Retroactive to November 1, 2020~~ **2023**, wages shall be increased by ~~2.25%~~ **4.0%**.

Effective November 1, ~~2021~~ **2024**, wages shall be increased by ~~2.25%~~ **3.75%**

Effective November 1, ~~2022~~ **2025**, wages shall be increased by ~~2.50%~~ **3.5%**

	2.25% Effective	2.25% Effective	2.5% Effective
Patrol Officers	11/1/2020	11/1/2021	11/1/2022
Initial Hire	\$74,504	\$76,181	\$78,085
1 year anniversary	\$77,212	\$78,949	\$80,923
2 year anniversary	\$88,048	\$90,029	\$92,279
7 year anniversary *	\$89,809	\$91,830	\$94,126
10 year anniversary	\$90,028	\$92,054	\$94,355
13 year anniversary	\$90,249	\$92,280	\$94,587
16 year anniversary	\$90,469	\$92,504	\$94,817
19 year anniversary	\$90,690	\$92,730	\$95,048
22 year anniversary	\$90,909	\$92,955	\$95,279
25 year anniversary	\$91,129	\$93,180	\$95,509

	4.0% Effective	3.75% Effective	3.5% Effective
Patrol Officers	11/1/2023	11/1/2024	11/1/2025
Initial Hire	\$81,208	\$84,253	\$87,203
1 year anniversary	\$84,160	\$87,316	\$90,372
2 year anniversary	\$95,970	\$99,569	\$103,054
7 year anniversary *	\$97,891	\$101,562	\$105,117
10 year anniversary *	\$98,129	\$101,809	\$105,372
13 year anniversary *	\$98,370	\$102,059	\$105,631
16 year anniversary *	\$98,609	\$102,308	\$105,888
19 year anniversary *	\$98,850	\$102,557	\$106,146
22 year anniversary *	\$99,090	\$102,806	\$106,404
25 year anniversary *	\$99,329	\$103,054	\$106,661

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

Section 2. Specialist Pay: Members of the SWAT team, Detectives, bicycle patrol, hostage negotiation and any other specialized units established by the Chief of Police, Evidence Technician and Traffic Bureau will receive an additional five percent (5%) of base pay. Percentage increases for specialist pay will be added to the base rate and computed into overtime.

Section 3. Field Training Officer: **Certified** Field Training Officers assigned to 12-hour shifts shall receive one and one-half (1 1/2) hours overtime for each shift assigned as a Field Training Officer. Field Training Officers assigned to 8-hour shifts shall receive one (1) hour overtime for each shift assigned as a Field Training Officer.

Section 4. Overtime, Compensatory Time. Members of the F.O.P. shall be given the option of accumulating not more than ~~one-two~~ hundred sixty (~~160~~**200**) hours of compensatory time off or being paid for overtime at the following rate: Overtime shall be paid for, or compensatory time shall be allowed on, the basis of one and one-half (1 1/2) hours' pay or compensatory time for each hour of overtime. There shall be no minimum overtime.

- A. **8-Hour Employees.** For 8-hour employees, overtime shall be compensated for at the one and one-half (1 1/2) basis only when such employee works not less than forty (40) hours during the week when overtime is required, except that a day taken off as vacation time, compensatory time, sick time, holiday/personal day or "switch time" shall be counted as a day (8 hours) worked for the purpose of computing overtime for that week.
- B. **12-Hour Employees.** For 12-hour employees, overtime shall be compensated at the one and one-half (1 1/2) basis only when such employee works not less than eighty (80) hours during the two-week pay period when overtime is required, except that a day taken off as vacation time, compensatory time, sick time, holiday/personal day or "switch time" shall be counted as a normal scheduled day (twelve (12) hours) worked for the purpose of computing overtime for that two-week pay period.

Section 5. Court Time. Police officers who are notified to appear in court or are subpoenaed for depositions shall be compensated additionally if not on duty. The minimum time shall be three (3) hours. No compensation shall be paid if the Police Officer's notice or subpoena is canceled prior to 11 :00 p.m. the night before the officer is to arrive at the court or deposition.

Section 6. Call-in. Police officers who are notified to return to the Police Station for duty during time that they would otherwise be off duty shall **remain at work for a full three (3) hours.** ~~or~~ **If notified by a supervisor that all work is completed, the Police Officer may elect to go off duty prior to working three (3) hours. If the Police Officer elects to go off duty prior to working three (3) hours, they will only be compensated for the actual time they worked. The Police Officer shall receive be entitled to remain on duty for** a minimum of three (3) hours' ~~pay or work~~ provided they respond to the notice by appearing in the station, on the clock, before any notice that the call for duty had been rescinded. Such three (3) hour minimum pay or work shall include travel time of thirty (30) minutes to and from the Police Station. **A Police Officer may not be simultaneously compensated for work by an outside entity (i.e. side job) and the City of Beachwood under this section. Police Officers responding to call outs for special assignments unrelated to routine patrol (i.e. SWAT, K9, Bomb Squad, Accident Investigation Unit, etc.) shall always be entitled to a minimum of three hours pay regardless of the length of time worked.**

Section 7. Holiday Work. Should an employee be scheduled, and in fact work, on the New Year's Day, Martin Luther King, Jr., Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day, he/she shall be paid at the current overtime rate in addition to the other usual treatment of holidays as contained elsewhere in this agreement.

Section 7.1 Compensation for working Overtime on a Holiday. In the event that a member works more than eight (8) hours or twelve (12) hours on a Holiday, the member shall be compensated, for the hours or fraction thereof actually worked in excess of eight (8) or twelve

(12) hours, whichever is applicable, at the rate of two and one-half (2 1/2) times the member's straight time hourly rate.

Section 8. On-Call Compensation. Any employee who is assigned to the Patrol Division and is required to be on-call for a shift under the terms of the On-Call Memorandum of Understanding shall be compensated with one (1) hour of compensatory time added to the employee's compensatory time bank for each instance of being on-call. If the officer who is on-call is activated under the terms of the On-Call Memorandum of Understanding they will not be entitled to the one (1) hour of on-call compensatory time; this includes activations where the on-call officer elects to fulfill their on-call responsibility by recruiting a different officer to work the on-call shift on their behalf. As much as is practical, on-call responsibilities shall be equally distributed among employees assigned to each shift.

Section 9. Advanced Firearm Proficiency Compensation. Police Officers who successfully demonstrate advanced firearms proficiency in accordance with this section will receive an increase of one percent (1%) of their respective base pay calculated on the following January 15th of each year they successfully qualify (beginning January 15, 2024). The advanced firearms proficiency course of fire shall be the OPOTA duty pistol qualification course with a target 80% the size of the regular OPOTA duty pistol qualification target. The period in which eligibility will be determined shall open every November 1st hereafter (beginning November 1, 2023) and shall run until each subsequent December 31 (initially December 31, 2023) while this agreement is in effect.¹ Only active

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

officers are eligible to receive the 1% increase as described in this section. Eligible officers must requalify each year during the denoted qualification period(s) to receive the 1% increase described in this section. The 1% increase in this section is a 1% increase in base pay for that respective year only. Should an employee qualify in multiple successive years, this increase does not “stack” to 2% or 3%; rather, the increase remains a 1% increase on that year’s base pay. The 1% increase for advanced firearms proficiency will be added to the base rate and computed into overtime. This 1% increase, which shall be calculated on January 15th of each year for qualifying employees, shall be applied to the next available pay period. Should an employee fail to re-qualify under the terms of this section in any subsequent year, the 1% increase will be removed effective the pay period immediately following the January 15th after their failure to qualify. Upon any failure to re-qualify, the employee’s pay will revert to the appropriate prior rate of base pay.

ARTICLE 9
Longevity For Years Of Service

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

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

Separately paid longevity has been eliminated.

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

ARTICLE 13

Vacation And

Holidays

Section 1. Vacations.

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

B. Vacations shall accrue each pay period as follows:

2-weeks vacation - 3.08 hours per pay
3-weeks vacation - 4.62 hours per pay
4-weeks vacation - 6.16 hours per pay
5-weeks vacation - 7.70 hours per pay

Members may carry over unused vacation leave at year' s end up to a limit of one and one-half (1.5) times the annual allotment or be eligible to receive a payout of unused vacation hours at the end of each year. Such payout will be administered annually in the months of December and/or January.

Any police officer hired after January 1, 1987, who has accumulated and earned vacation time from being employed by the State of Ohio or any of its political subdivisions, and who is

then employed by Beachwood within ten (10) years after termination from such other public employer shall be allowed to transfer up to three (3) years of vacation time to his/her accumulated vacation time with the City.

For employees hired using the Lateral Entry Hiring Process, they may transfer up to six (6) years of service credit for the purpose of calculating vacation time. The employee shall advise the City of prior service time within six (6) months of employment with the City. Failure to inform the City constitutes a waiver of prior service credit.

Section 2. Holidays. Each member of the Police Department shall be entitled to and receive compensation for the following twelve (12) holidays - New Year's Day, Martin Luther King Day, President's Day, Easter, Memorial Day, 4th of July, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day, to be computed on the basis of an eight hour day, each calendar year when the Patrol Division is assigned to 8-hour shifts, and to be computed on the basis of a ~~10~~**12**-hour day each calendar year when the Patrol Division is assigned to 12-hour shifts. If an officer is scheduled and works one of the above listed holidays, he/she will be entitled to utilize that day at another time or be paid the time during the calendar year. In addition, at the end of the calendar year, each full-time member may elect to add eight (8) hours (when the Patrol Division is assigned to 8-hour shifts) or ~~ten~~ **twelve** (~~10~~**12**) hours (when the Patrol Division is assigned to 12-hour shifts) to his/her compensatory time accrued for each unused remaining holiday. However, such time added to his/her compensatory time and/or paid out may not exceed ten (10) days. Compensation for holidays will be in accordance with Police Department policy. The decision of the Chief to grant such request shall not be a grievance item, and the requirements of the department shall at all times be met.

Holidays shall be prorated during the first and last year of employment based on date of hire or termination.

ARTICLE 16

Uniforms And Equipment

A. Members of the Police Department shall wear such uniforms as directed by the Chief of Police, and approved by the Mayor, and shall be provided with such uniforms in the first year of service. Thereafter, each member shall be entitled to a clothing allowance of one thousand eight hundred fifty dollars (\$1,850.00) per year, payable seven hundred twenty five dollars (\$725.00) in the second pay period in January, three hundred seventy five dollars (\$375.00) in the second pay period in April, three hundred seventy five dollars (\$375.00) in the second pay period in July, and, three hundred seventy five dollars (\$375.00) in the second pay period in October.

Detectives shall receive an additional clothing allowance of three hundred dollars (\$300.00) per year.

B. Duty belts, coats, weapons, holsters and body armor, **including outer carriers and vests**, to be approved by the Chief, and all other accessories required by the Department shall be furnished by the City.

C. Any member who is promoted to Sergeant shall have a one-time option of forfeiting four (4) quarterly uniform allowances in lieu of the City purchasing one set of Sergeant's clothing.

ARTICLE 17

Sick Leave, Injury Leave, Bereavement Leave,

Switch Time And Union Leave

Section 1. Sick Leave. Sick leave shall accumulate at the rate of four and six-tenths (4.6) hours for every eighty (80) hours worked in active pay status,¹ up to a maximum of one thousand ~~five~~**-eight** hundred (1,~~5~~**8**00) hours. On an annual basis any officer who has in excess of one thousand ~~five~~**-eight** hundred (1,~~5~~**8**00) hours at the end of each payroll year shall be entitled to convert thirty-three and one third percent (33-1/3%) of the excess hours into a lump sum cash payment, or transfer the excess balance to his/her compensatory time bank. For example, if an officer has one thousand ~~five~~**-eight** hundred-ninety (1 ,~~5~~**8**90) hours at the end of the payroll year, he/she has the option of transferring thirty (30) hours to his/her compensatory time bank, or receiving a lump sum cash payment of thirty (30) hours. Prior to the end of the first pay period of the subsequent year, officers with excess hours should notify the Finance Department in writing of their desire to transfer hours to their compensatory time bank. In the absence of such notification any excess will be converted into a lump sum cash payment with the first pay of the subsequent year. Conversion of thirty-three and one-third percent (33-1/3%) sick leave to either a lump sum cash payment or compensatory time shall terminate any right to any future payment for all sick leave so converted. Upon death or retirement, an officer (or his/her estate) shall be entitled to convert fifty-five percent (55%) of the accumulated but unused sick leave into a lump sum cash payment. Retirement shall be defined to mean eligibility to receive retirement benefits ~~after twenty (20) years of service with the City.~~ **from the Ohio Police and Fire pension system or similar entity.**

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

Section 2. Injury Leave. Injury leave shall be granted to any officer who is injured in the course and scope of his/her employment with the City and shall not exceed four hundred eighty (480) working hours per injury(ies), and must be used within nine (9) months of the injury(ies). Injury leave shall not be deducted from sick leave. The period of time of nine (9) months shall begin to run from the date of the occurrence causing the injury(ies). The time limits in this paragraph shall not be subject to the grievance procedure, it being the intention of the parties that the said dates are firm and may not be extended for any reason.

Section 3. Bereavement Leave. ~~Bereavement leave shall be granted for three (3) days, unless extended by the Chief of Police for exceptional circumstances or travel time for members of the police officer's immediate family. Immediate family shall be defined as spouse, child, stepchild, grandchild, parent, parent-in-law, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law or grandparent. Bereavement leave shall not be deducted from annual sick leave accrual.~~ **Bereavement leave shall be granted to all Police Officers who are regularly scheduled to work the days for which they are requesting Bereavement Leave.**

Bereavement Leave shall be granted for a period not to exceed three (3) days for the death of a member of the employee's immediate family or one (1) day for any other family member. Immediate family is defined as the employee's spouse, parent, child, stepchild, grandchild, sibling, grandparents, the "in-law" counterparts of the aforementioned, or any

other relative designated under the provisions of the Family Medical Leave Act. Police Officers may, with supervisory approval, use any available paid leave, including sick leave, for additional time off as necessary. No amount of unused Bereavement Leave will be paid at year-end or upon termination.

Section 4. Switch Time Switch time may occasionally be approved in accordance with rules of the Chief to permit one (1) police officer to work for a second police officer, ~~ordinarily~~ of the same rank, in return for the second police officer then working for the first police officer. Both police officers who agree to this "switch time" shall do so in writing, setting forth the dates and times of the "switch" which should both occur within forty-five (45) days and shall be in the same calendar year. Such "switch" shall be considered as a limited exception to the workweek and no police officer shall be entitled to a greater benefit as a result of this limited practice. When an officer who is on switch time calls in sick, such time will be deducted from that officer's bank, not the officer with whom he traded.

Section 5. Union Leave. The President or other duly authorized representative of the Union Executive Committee may have up to seventy-two (72) hours of leave annually for Union activities such as attending Union-related meetings, conventions, **completing Union related tasks or projects**, etc. **The use of Union Leave shall be tracked and recorded by the City.**

MEMORANDUM OF UNDERSTANDING

BETWEEN

**FRATERNAL ORDER OF POLICE BEACHWOOD LODGE 86 (PATROL OFFICERS) AND CITY OF
BEACHWOOD**

12 HOUR SHIFT “ON CALL” OFFICER AGREEMENT

WHEREAS, the parties’ desire to enter into this Memorandum of Understanding to delineate the terms and criteria of an “on call” officer program to be utilized ~~at the discretion of the Chief of Police~~ when the Patrol Division is assigned to a 12-hour shift duty schedule.

WHEREAS, the parties have met and negotiated the terms of this Memorandum of Understanding.

NOW, THEREFORE, the parties agree as follows:

Terms and Criteria of the 12 Hour Shift “On Call” Officer Program

- A.) The Union recognizes that the City desires a streamlined, uniformly applied, manner of filling short-notice vacancies within the Patrol Division when assigned to a 12-hour shift duty schedule.
- B.) During any time that the Patrol Division is assigned to a 12-hour shift duty schedule, the Chief of Police ~~may~~ **shall** enact policies that require one “on call” officer be assigned for each twelve (12) hour duty shift. Those officers will be assigned in a ~~uniform~~ **equitable** manner ~~by shift supervisors~~ **using a system developed by the Union and approved by the Chief of Police.** That officer will be required to be available for call-in if a manpower need is required to be filled in response to a circumstance that would otherwise leave the shift below minimum manpower.
- C.) The “on-call” officer must respond, if summoned within the agreed upon timelines, and report for duty if an alternative willing replacement officer cannot be found by the “on call” officer. The “on call” officer will not be responsible to respond if notified later than thirty (30) minutes after the start of the shift for which the vacancy exists. Since the scheduled “on call” officer may still be well situated to respond, they will be the first officer contacted for any manpower need encountered during that shift’s duration, but will not face any obligations beyond what would be normally expected of any officer that had not been “on call.”
- D.) Once the Officer in Charge becomes aware of the circumstance that requires the “on call” officer be summoned to report for duty, they will promptly notify the “on call” officer via telephone call. If direct contact cannot be made, a message will be left regarding the required shift obligation. The “on call” officer shall provide acknowledgment of receipt of that message promptly.
- E.) Officers who fail to comply with the terms of the “on call” policy as delineated by the Chief of Police shall be subject to progressive discipline.
- F.) Officers assigned to be “on call” will ~~not~~ be compensated for being “on call” ~~or for owning a mobile or home telephone.~~ **as outlined by the terms in the Collective Bargaining Agreement.**

This Memorandum of Understanding shall become effective and binding on the parties when it is ratified by the Union and the City of Beachwood. ~~Unless renewed by both parties, this Memorandum of Understanding will expire at the conclusion of October 31st, 2023. The parties agree that this Memorandum of Understanding will remain valid during the term of renegotiations should the associated collective bargaining agreement expire. If both parties agree in writing, the terms of this Memorandum of Understanding may be renegotiated at any time.~~

Signed and dated on this _____ day of November, 2021.

CITY OF BEACHWOOD:

FOP LODGE 86:

Justin Berns, Mayor

Maxwell Zugay, FOP President

Katherine M. McLaughlin, Chief of Police

AGREEMENT

BETWEEN

CITY OF BEACHWOOD

AND



**FRATERNAL ORDER OF POLICE
BEACHWOOD LODGE 86**

(PATROL OFFICERS)

Effective November 1, ~~2020~~2023, through October 31, ~~2023~~2026

Style Definition: Heading 1

Style Definition: Body Text

Style Definition: TOC 1

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A G R E E M E N T

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

It is the intent and purpose of the parties hereto that this Agreement shall promote and improve essential services to the citizens of Beachwood, establish a basis for securing cooperation and goodwill between the City, and its employees, and sets forth the basic understanding between the parties covering rates of pay, hours of work, and other conditions of employment for employees represented by the Union.

The undersigned hereby agree that the Collective Bargaining Agreement between the City and F.O.P. set to expire on October 31, ~~2020-2023~~ is hereby superseded by this Agreement.

ARTICLE 1

Recognition: Bargaining Unit

The City recognizes the F.O.P. as the sole and exclusive bargaining representative for all sworn officers in the rank of Patrolman, excluding all ranks above the rank of Patrolman, for the purpose of establishing rates of pay, wages, hours and other conditions of employment.

ARTICLE 2

Management Rights

The management and direction of the working force in all its phases are vested and shall remain vested exclusively in the City, and this shall include but shall not be limited to: the right to manage the operations; control the premises; direct the working forces; maintain efficiency of operations; the sole right to hire, discipline, and discharge for just cause; lay off and promote; to promulgate and enforce reasonable employment rules and regulations; to reorganize, discontinue, or enlarge any department or division; to transfer employees (including the assignment and allocation of work) within departments or to other departments; to introduce new and/or improved equipment, methods, and/or facilities; to determine work methods; to determine the size and duties of the work force; the number of shifts required, and work schedules; to establish, modify, consolidate, or abolish jobs (or classifications); and to determine staffing patterns, including, but not limited to, assignment of employees, numbers employed, duties to be performed, qualifications required, and areas worked, lunch periods and leave of absence, subject only to the restrictions governing the exercise of these rights as are expressly provided herein; and the conduct and grading of civil service examinations, the rating of candidates, the establishment of eligible lists and the original appointments from the eligible lists, as defined in O.R.C. Section 4117.0B(c).

ARTICLE 3

No Strike/No Lockout

The F.O.P. shall not, directly or indirectly, call, sanction, encourage, finance, and/or assist in any way, nor shall any employee instigate or participate, directly or indirectly, in any

strikes, slowdown, walkout, concerted “sick leave” or mass resignation, work stoppage, picketing or interference of any kind at any operation of the City for the duration of this Agreement.

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

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

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

ARTICLE 4

Non-Discrimination

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

ARTICLE 5

Grievance - Arbitration

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

ARTICLE 6

Grievance Procedure

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

- Step 1 (A)** An employee who has a grievance may take it up orally with his immediate supervisor, either alone or accompanied by his F.O.P. representative, who may be present throughout all stages of the grievance procedure, within fourteen (14) calendar days after the employee has knowledge, or should have had knowledge, of the event or events upon which his grievance is based. The immediate supervisor shall give his answer to the employee within seven (7) calendar days after the grievance is presented to him.
- (B)** With the exception of verbal or written reprimands, an employee may be entitled to an informal hearing before the Chief of Police prior to the implementation of the disciplinary action of suspension, demotion, or discharge at the discretion of the Chief. Such request shall be in writing to the Chief within seven (7) calendar day following the supervisory answer in Step 1. Such request should set forth the complete details of the grievance, i.e., the facts upon which it is based, the approximate time of the occurrence, and the specific relief or remedy requested. Such informal hearing shall occur as soon as reasonably possible.
- Step 2** If the employee’s grievance is not satisfactorily settled at Step 1, the grievance shall, within seven (7) calendar days after the receipt of the Step 1 or Step 1(A) answer, be reduced to writing and filed with the Chief of Police, setting forth

the complete details of the grievance, i.e., the facts upon which it is based, the approximate time of the occurrence, the relief or remedy requested, dated, and signed by the employee. The Chief shall give a written answer within seven (7) calendar days after the receipt of said grievance in writing.

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

Step 4 If the grievance is not satisfactorily settled at Step 3, the F.O.P. may submit the grievance to arbitration by notifying the Mayor in writing of its intent to do so within fourteen (14) days after the Step 3 answer was issued. If the City and the F.O.P. cannot agree upon an impartial arbitrator, either party may request a panel of arbitrators from the Federal Mediation and Conciliation Service (FMCS), and an arbitrator will be chosen by the alternate striking of the list with the party requesting the list striking first and continuing until one arbitrator remains. By mutual agreement, either party may request a second list from FMCS. The arbitrator selected shall have no authority to add to, subtract from, or modify in any way the provisions of this Agreement. The fees and expenses of the arbitrator and FMCS shall be borne equally by the parties.

ARTICLE 7

Grievance: Timeliness

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

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

Section 3. Once a grievance is originally timely filed, the parties may by mutual agreement extend the time in which to answer it or to appeal it to the next step. The parties

may also, by mutual agreement, agree to skip any step of the grievance procedure in order to promote the expeditious resolution of any grievance.

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

Section 5. Should the City file a grievance against the F.O.P. for any violation of this contract, it shall file such grievance in writing with the F.O.P. setting forth the details of the grievance and the violation(s). The parties shall meet within ten (10) days to resolve the grievance. If the grievance remains unresolved (unless the time be extended by mutual agreement), the City may submit the grievance to arbitration with the same procedure as found in Grievance Procedure, Step 4. The City may also elect to request any other remedy provided by the laws of the State of Ohio.

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

Section 7. The Chief of Police and/or the Safety Director, and the F.O.P., may meet informally to discuss any questions or issues by mutual agreement, or the explanation of any

procedure which is ambiguous. Any modification of this Agreement must be in writing and signed by all parties.

ARTICLE 7.1

Discipline

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

Section 2. A non-probationary employee shall be provided a written notice of the charges and the reason(s) for disciplinary action(s) to be taken. Said notice shall be provided no less than seventy-two (72) hours prior to the pre-disciplinary conference that may result in suspension, loss or reduction of pay, demotion or termination of employment. The employee shall be entitled to attend the conference, with or without a F.O.P. representative of his or her choosing, or to waive attendance to the conference.

Section 3. Forms of discipline shall be:

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

Section 4. An employee shall be permitted to review his/her own departmental work product, i.e., notes, report, body worn camera or dash cam video or audio prior to providing a

written statement or submitting to an investigative interview concerning a formal internal investigation. Additionally, an employee shall be permitted to review the dash/body camera video or audio recordings produced as a result of another officer(s)' involvement in the incident under internal investigation if the incident involves the use of force or results in physical harm to a citizen.

ARTICLE 8

Wages, Overtime And Compensatory Time

Section 1. Wages. (Annual rates of pay; payable bi-weekly).

~~Effective~~~~Retroactive to~~ November 1, ~~2020~~2023, wages shall be increased by ~~2.25~~4.0%.

Effective November 1, ~~2021~~2024, wages shall be increased by ~~2.25~~3.75%.

Effective November 1, ~~2022~~2025, wages shall be increased by ~~2.50~~3.5%.

	2.25% Effective 11/1/2020	2.25% Effective 11/1/2021	2.5% Effective 11/1/2022
<u>Patrol Officers</u>			
<u>Initial Hire</u>	\$74,504	\$76,181	\$78,085
<u>1 year anniversary</u>	\$77,212	\$78,949	\$80,923
<u>2 year anniversary</u>	\$88,048	\$90,029	\$92,279
<u>7 year anniversary *</u>	\$89,809	\$91,830	\$94,126
<u>10 year anniversary</u>	\$90,028	\$92,054	\$94,355
<u>13 year anniversary</u>	\$90,249	\$92,280	\$94,587
<u>16 year anniversary</u>	\$90,469	\$92,504	\$94,817
<u>19 year anniversary</u>	\$90,690	\$92,730	\$95,048
<u>22 year anniversary</u>	\$90,909	\$92,955	\$95,279
<u>25 year anniversary</u>	\$91,129	\$93,180	\$95,509

<u>Patrol Officers</u>	<u>4.0% Effective</u> <u>11/1/2023</u>	<u>3.75% Effective</u> <u>11/1/2024</u>	<u>3.5% Effective</u> <u>11/1/2025</u>
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<u>Initial Hire</u>	<u>\$81,208</u>	<u>\$84,254</u>	<u>\$87,203</u>
<u>1 year anniversary</u>	<u>\$84,160</u>	<u>\$87,316</u>	<u>\$90,372</u>
<u>2 year anniversary</u>	<u>\$95,970</u>	<u>\$99,569</u>	<u>\$103,054</u>
<u>7 year anniversary *</u>	<u>\$97,891</u>	<u>\$101,562</u>	<u>\$105,117</u>
<u>10 year anniversary *</u>	<u>\$98,129</u>	<u>\$101,809</u>	<u>\$105,372</u>
<u>13 year anniversary *</u>	<u>\$98,370</u>	<u>\$102,059</u>	<u>\$105,631</u>
<u>16 year anniversary *</u>	<u>\$98,610</u>	<u>\$102,308</u>	<u>\$105,888</u>
<u>19 year anniversary *</u>	<u>\$98,850</u>	<u>\$102,557</u>	<u>\$106,146</u>
<u>22 year anniversary *</u>	<u>\$99,090</u>	<u>\$102,806</u>	<u>\$106,404</u>
<u>25 year anniversary *</u>	<u>\$99,329</u>	<u>\$103,054</u>	<u>\$106,661</u>

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

Section 2. Specialist Pay: Members of the SWAT team, Detectives, bicycle patrol, hostage negotiation and any other specialized units established by the Chief of Police, Evidence Technician and Traffic Bureau will receive an additional five percent (5%) of base pay. Percentage increases for specialist pay will be added to the base rate and computed into overtime.

Section 3. Field Training Officer: Certified Field Training Officers assigned to 12-hour shifts shall receive one and one-half (1 ½) hours overtime for each shift assigned as a Field Training Officer. Field Training Officers assigned to 8-hour shifts shall receive one (1) hour overtime for each shift assigned as a Field Training Officer.

Section 4. Overtime, Compensatory Time. Members of the F.O.P. shall be given the option of accumulating not more than ~~one-two~~ hundred ~~sixty~~ (~~162~~200) hours of compensatory time off or being paid for overtime at the following rate: Overtime shall be paid for, or

compensatory time shall be allowed on, the basis of one and one-half (1- 1/2) hours' pay or compensatory time for each hour of overtime. There shall be no minimum overtime.

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

B. **12-Hour Employees.** For 12-hour employees, overtime shall be compensated at the one and one-half (1 ½) basis only when such employee works not less than eighty (80) hours during the two-week pay period when overtime is required, except that a day taken off as vacation time, compensatory time, sick time, holiday/personal day or "switch time" shall be counted as a normal scheduled day (twelve (12) hours) worked for the purpose of computing overtime for that two-week pay period.

Section 5. Court Time. Police officers who are notified to appear in court or are subpoenaed for depositions shall be compensated additionally if not on duty. The minimum time shall be three (3) hours. No compensation shall be paid if the Police Officer's notice or subpoena is canceled prior to 11:00 p.m. the night before the officer is to arrive at the court or deposition.

Section 6. Call-in. Police officers who are notified to return to the Police Station for duty during time that they would otherwise be off duty shall **remain at work for a full three (3) hours. If notified by a supervisor that all work is completed, the Police Officer may**

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

Section 7. Holiday Work. Should an employee be scheduled, and in fact work, on the New Year's Day, Martin Luther King, Jr., Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day, he/she shall be paid at the current overtime rate in addition to the other usual treatment of holidays as contained elsewhere in this agreement.

Section 7.1 Compensation for working Overtime on a Holiday. In the event that a member works more than eight (8) hours or twelve (12) hours on a Holiday, the member shall be compensated, for the hours or fraction thereof actually worked in excess of eight (8) or twelve (12) hours, whichever is applicable, at the rate of two and one-half (2½) times the member's straight time hourly rate.

Section 8. On-Call Compensation. Any employee who is assigned to the Patrol Division and is required to be on-call for a shift under the terms of the On-Call Memorandum

of Understanding shall be compensated with one (1) hour of compensatory time added to the employee's compensatory time bank for each instance of being on-call. If the officer who is on-call is activated under the terms of the On-Call Memorandum of Understanding they will not be entitled to the one (1) hour of on-call compensatory time; this includes activations where the on-call officer elects to fulfill their on-call responsibility by recruiting a different officer to work the on-call shift on their behalf. As much as is practical, on-call responsibilities shall be equally distributed among employees assigned to each shift.

Section 9. Advanced Firearm Proficiency Compensation. Police Officers who successfully demonstrate advanced firearms proficiency in accordance with this section will receive an increase of one percent (1%) of their respective base pay calculated on the following January 15th of each year they successfully qualify (beginning January 15, 2024). The advanced firearms proficiency course of fire shall be the OPOTA duty pistol qualification course with a target eighty percent (80%) the size of the regular OPOTA duty pistol qualification target. The period in which eligibility will be determined shall open every November 1st hereafter (beginning November 1, 2023) and shall run until each subsequent December 31st (initially December 31, 2023) while this agreement is in effect.¹ Only active officers are eligible to receive the one percent (1%) increase as described in this section. Eligible officers must requalify each year during the denoted qualification period(s) to receive the one percent (1%) increase described in this section. The one percent (1%) increase in this section is a one percent (1%) increase in base pay for that respective year only. Should an employee qualify in multiple successive years, this increase does not "stack" to two percent

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

(2%) or three percent (3%); rather, the increase remains a one percent (1%) increase on that year's base pay. The one percent (1%) increase for advanced firearms proficiency will be added to the base rate and computed into overtime. This one percent (1%) increase, which shall be calculated on January 15th of each year for qualifying employees, shall be applied to the next available pay period. Should an employee fail to re-qualify under the terms of this section in any subsequent year, the one percent (1%) increase will be removed effective the pay period immediately following the January 15th after their failure to qualify. Upon any failure to re-qualify, the employee's pay will revert to the appropriate prior rate of base pay.

ARTICLE 9

Longevity For Years Of Service

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

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

Separately paid longevity has been eliminated-.

Any member who has been employed as a full time Peace Officer by the State of Ohio, any of its political subdivisions, or private entities that employ certified sworn Peace Officers, and who is then employed by Beachwood within ten (10) years after termination from such other public employer shall be allowed to apply those prior years of service as years of credit

to the longevity scale. The employee shall advise the City of relevant prior service time within six (6) months of employment with the City. Failure to inform the City constitutes a waiver of prior service credit.

ARTICLE 10

Workweek: Hourly Rate

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

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

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

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

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

ARTICLE 11

Shift Rescheduling

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

ARTICLE 12

Dues Deduction

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

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

ARTICLE 13

Vacation And Holidays

Section 1. Vacations.

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

B. Vacations shall accrue each pay period as follows:

2 weeks vacation - 3.08 hours per pay
3 weeks vacation - 4.62 hours per pay
4 weeks vacation - 6.16 hours per pay
5 weeks vacation - 7.70 hours per pay

Members may carry over unused vacation leave at year's end up to a limit of one and one-half (1.5) times the annual allotment or be eligible to receive a payout of unused vacation hours at the end of each year. Such payout will be administered annually in the months of December and/or January.

Any police officer hired after January 1, 1987, who has accumulated and earned vacation time from being employed by the State of Ohio or any of its political subdivisions, and who is then employed by Beachwood within ten (10) years after termination from such other public employer shall be allowed to transfer up to three (3) years of vacation time to his/her accumulated vacation time with the City. For employees hired using the Lateral Entry Hiring Process, they may transfer up to six (6) years of service credit for the purpose of calculating vacation time. The employee shall advise the City of prior service time within six (6) months of employment with the City. Failure to inform the City constitutes a waiver of prior service credit.

Section 2. Holidays. Each member of the Police Department shall be entitled to and receive compensation for the following twelve (12) holidays - New Year's Day, Martin Luther King Day, President's Day, Easter, Memorial Day, 4th of July, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day, to be computed on the basis of an eight hour day, each calendar year when the Patrol Division is assigned to 8-hour shifts, and to be computed on the basis of a ~~40~~12-hour day each calendar year when the Patrol Division is assigned to 12-hour shifts. If an officer is scheduled and works

one of the above listed holidays, he/she will be entitled to utilize that day at another time or be paid the time during the calendar year. In addition, at the end of the calendar year, each full-time member may elect to add eight (8) hours (when the Patrol Division is assigned to 8-hour shifts) or ~~ten-twelve~~ (102) hours (when the Patrol Division is assigned to 12-hour shifts) to his/her compensatory time accrued for each unused remaining holiday. However, such time added to his/her compensatory time and/or paid out may not exceed ten (10) days. Compensation for holidays will be in accordance with Police Department policy. The decision of the Chief to grant such request shall not be a grievance item, and the requirements of the department shall at all times be met. Holidays shall be prorated during the first and last year of employment based on date of hire or termination.

ARTICLE 14

Hospitalization

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

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

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

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

Section 1. Members of the Bargaining Unit shall be entitled to medical coverage, including vision, dental, hearing, and prescription drug coverage, as set forth in the attached Exhibit A. Employees may select from a Health Savings Account Option, or a Health Reimbursement Account Option. All Bargaining Unit members will be required to contribute fifteen percent (15%) of the premium cost toward their health care. Effective January 1, 2022, all bargaining unit members will be required to contribute four percent (4%) of the premium cost toward their health care, and the Healthcare Allowance required by the 2017-2020 collective bargaining agreement will be discontinued. The City will maintain an IRS §125 Plan (premium only plan) to make employees' contributions pre-tax. Prior to January 1, 2022, the City's current coverage and benefits will remain unchanged.

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

Once money is deposited into the employee's Health Savings Account the money belongs to the employee. Should an employee go from family coverage to individual coverage during the year the city cannot reclaim money already provided to the member. If an employee is hired or increases coverage during the year the City will deposit funds or additional funds at the following percentages, one hundred percent (100%) if in the first quarter, seventy-five percent (75%) in the second quarter, fifty percent (50%) in the third quarter, and twenty-five percent (25%) in the fourth quarter. If an employee reduces coverage during the year or leaves the employment of the City during the year, a portion of the City's or employee's contribution may become taxable and subject to possible penalties based on IRS limitations. In addition to the amount funded by the City, the employee has the option of depositing additional funds up to the limits established by the IRS. The Health Savings Account shall at all times be subject to the prevailing tax and pension laws. Employees must open a Health Savings Account prior to the City being able to deposit funds. The City can assist employees with opening this account with either PNC Bank or Park National Bank. Employees are to use any bank they desire, however they must provide that banking information to the City.

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

ARTICLE 14.1

Wellness Visits/Nicotine Use And Insurance Buyouts

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

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

Section 1. Yearly Routine/Preventive Checkups. Beginning August 1, 2018 each employee and spouse (if applicable) will have submitted to a wellness exam during the prior year. The form for completion from the Doctor's office will go directly to the insurance broker for verification; no information will be forwarded to the City of Beachwood. If an employee and spouse (if applicable) do not submit to a wellness exam by the August 1st deadline, their employee contribution for health care will increase one hundred dollars (\$100) per person per month. This increase will be removed the following month in which the documentation is provided that the person went for a wellness check. The City will hold a wellness clinic at least one (1) time per year in order to assist employees in getting their most vital statistics. Beginning August 1, 2019, employees will be required to have the following tests performed: Cholesterol levels, Glucose levels, and Blood Pressure

Section 2. Nicotine Use/Cessation. Beginning August 1, 2018 each employee and spouse (if applicable) will be subject to a one hundred dollars (\$100.00) per person per month increase to the employee contribution for health insurance if the employee and/or spouse use

nicotine products. All employees and spouses (if applicable) will be required to complete an affidavit confirming they are not nicotine users.

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

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

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

ARTICLE 15

Pensions

Section 1. Pension. Provided for by State law.

Section 2. Pension Pick-Up. Within a reasonable period from the ratification of this Contract, the City shall "pick up" and pay the members' contribution to the Police and Fire Disability and Pension Fund. The members' gross salary shall be reduced by the full amount of said contribution. The member contributions which are "picked up" by the City shall be treated in the same manner as contributions made by members prior to the commencement of the "pick up" program and will, therefore, be included in "compensation" for the purposes of the Police and Fire Disability Pension Fund benefit calculations, and for the purposes of the

parties in fixing salaries and compensation of members as set forth in this Agreement. The City's contribution to the Police and Fire Disability and Pension Fund will be calculated on the full salary of members before the pick-up is deducted from gross salary.

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

ARTICLE 16

Uniforms And Equipment

A. Members of the Police Department shall wear such uniforms as directed by the Chief of Police, and approved by the Mayor, and shall be provided with such uniforms in the first year of service. Thereafter, each member shall be entitled to a clothing allowance of one thousand eight hundred fifty dollars (\$1,850.00) per year, payable seven hundred twenty five dollars (\$725.00) in the second pay period in January, three hundred seventy five dollars (\$375.00) in the second pay period in April, three hundred seventy five dollars (\$375.00) in the second pay period in July, and, three hundred seventy five dollars (\$375.00) in the second pay period in October. Detectives shall receive an additional clothing allowance of three hundred dollars (\$300.00) per year.

Detectives shall receive an additional clothing allowance of three hundred dollars (\$300.00) per year.

B. Duty belts, coats, weapons, holsters and body armor, including outer carriers and vests, to be approved by the Chief, and all other accessories required by the Department shall be furnished by the City.

C. Any member who is promoted to Sergeant shall have a one-time option of forfeiting four (4) quarterly uniform allowances in lieu of the City purchasing one set of Sergeant's clothing.

ARTICLE 17

Sick Leave, Injury Leave, Bereavement Leave, Switch Time And Union Leave

Section 1. Sick Leave. Sick leave shall accumulate at the rate of four and six-tenths (4.6) hours for every eighty (80) hours worked in active pay status², up to a maximum of one thousand five-eight hundred (1, 5800) hours. On an annual basis any officer who has in excess of one thousand five-eight hundred (1, 5800) hours at the end of each payroll year shall be entitled to convert thirty-three and one-third percent (33-1/3%) of the excess hours into a lump sum cash payment, or transfer the excess balance to his/her compensatory time bank. For example, if an officer has one thousand five-eight hundred-ninety (1, 5890) hours at the end of the payroll year, he/she has the option of transferring thirty (30) hours to his/her compensatory time bank, or receiving a lump sum cash payment of thirty (30) hours. Prior to the end of the

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

first pay period of the subsequent year, officers with excess hours should notify the Finance Department in writing of their desire to transfer hours to their compensatory time bank. In the absence of such notification any excess will be converted into a lump sum cash payment with the first pay of the subsequent year. Conversion of thirty-three and one-third percent (33-1/3%) sick leave to either a lump sum cash payment or compensatory time shall terminate any right to any future payment for all sick leave so converted. Upon death or retirement, an officer (or his/her estate) shall be entitled to convert fifty-five percent (55%) of the accumulated but unused sick leave into a lump sum cash payment. Retirement shall be defined to mean eligibility to receive retirement benefits ~~after twenty (20) years of service with the City from~~ the Ohio Police and Fire pension system or similar entity.

Section 2. Injury Leave. Injury leave shall be granted to any officer who is injured in the course and scope of his/her employment with the City and shall not exceed four hundred eighty (480) working hours per injury(ies), and must be used within nine (9) months of the injury(ies). Injury leave shall not be deducted from sick leave. The period of time of nine (9) months shall begin to run from the date of the occurrence causing the injury(ies). The time limits in this paragraph shall not be subject to the grievance procedure, it being the intention of the parties that the said dates are firm and may not be extended for any reason .

Section 3. Bereavement Leave. ~~Bereavement leave shall be granted for three (3) days, unless extended by the Chief of Police for exceptional circumstances or travel time for members of the police officer's immediate family. Immediate family shall be defined as spouse, child, stepchild, grandchild, parent, parent-in-law, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law or grandparent. Bereavement leave shall not be deducted from annual sick leave accrual.~~ Bereavement leave shall be granted to all Police

Officers who are regularly scheduled to work the days for which they are requesting Bereavement Leave. Bereavement Leave shall be granted for a period not to exceed three (3) days for the death of a member of the employee's immediate family or one (1) day for any other family member. Immediate family is defined as the employee's spouse, parent, child, stepchild, grandchild, sibling, grandparents, the "in-law" counterparts of the aforementioned, or any other relative designated under the provisions of the Family Medical Leave Act. Police Officers may, with supervisory approval, use any available paid leave, including sick leave, for additional time off as necessary. No amount of unused Bereavement Leave will be paid at year-end or upon termination.

Section 4. Switch Time. Switch time may occasionally be approved in accordance with rules of the Chief to permit one (1) police officer to work for a second police officer , ordinarily of the same rank, in return for the second police officer then working for the first police officer. Both police officers who agree to this "switch time" shall do so in writing, setting forth the dates and times of the "switch" which should both occur within forty-five (45) days and shall be in the same calendar year. Such "switch" shall be considered as a limited exception to the workweek and no police officer shall be entitled to a greater benefit as a result of this limited practice. When an officer who is on switch time calls in sick, such time will be deducted from that officer's bank, not the officer with whom he traded.

Section 5. Union Leave. The President or other duly authorized representative of the Union Executive Committee may have up to seventy-two (72) hours of leave annually for Union activities such as attending Union-related meetings, conventions, completing Union related tasks or projects etc. The use of Union Leave shall be tracked and recorded by the City.

ARTICLE 18

Use ~~Of~~ Leave Time

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

ARTICLE 19

Military Leave

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

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

ARTICLE 20

Retirement: Termination

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

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

ARTICLE 21

Unfair Labor Practice

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

ARTICLE 22

Personnel Files And Policy

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

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

Section 3. When an employee is charged with or is under investigation for alleged violations of departmental rules and regulations, reasonable efforts consistent with applicable law shall be made to withhold publication of the employee's name and the extent of disciplinary action taken or contemplated until such time as a final interdepartmental ruling

has been made and served upon the employee, except where the employee is charged with a felony.

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

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

- A. After two (2) years if the disciplinary procedure resulted in a reprimand, or a loss of wages of not more than one (1) day, and more than two (2) years have passed without a second violation of the same or a similar offense.
- B. After three (3) years if the disciplinary procedure resulted in a suspension and loss of wages of two (2) to seven (7) working days and three (3) years have passed from the date of violation without a second violation of the same or a similar offense.
- C. After five (5) years if the disciplinary procedure resulted in a suspension and loss of wages of more than seven (7) days, and/or a reduction in rank, and five (5) years have passed without a second violation of the same or a similar offense.

ARTICLE 23

Legality

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

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

ARTICLE 24

Training Time And Tuition Reimbursement

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

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

Police officers required to travel more than forty (40) miles (one way from City Hall and using the shortest route) by vehicle to attend mandatory training will be compensated an initial one (1) hour overtime pay for such travel time plus the actual hours spent traveling; however, this provision shall only apply when such travel is in excess of the police officer's eight (8) or twelve (12) hour workday, whichever is applicable. For any excess time left in the twelve (12) hour workday, the officer will be required to respond to the police station to complete the workday or may use leave time to complete the twelve (12) hour workday if approved by the Chief of Police or his/her designee. The initial one (1) hour of overtime pay will be limited to one (1) hour per round trip.

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

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

ARTICLE 25

Labor Management & Safety Committee

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

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

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

ARTICLE 26

Seniority

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

1. **Total Seniority.** Total seniority is an employee's uninterrupted length of continuous full time employment with the City of Beachwood.
2. **Departmental Seniority.** Departmental seniority is an employee's total uninterrupted length of full-time employment with the City of Beachwood Police Department.

3. **Classification Seniority.** Classification seniority is an employee's total uninterrupted continuous full time service as a patrol officer, sergeant or lieutenant.

4. **Breaks in Seniority.** The following situations constitute breaks in continuous service:

- A. Retirement, voluntary resignation or termination of employment;
- B. Layoff for more than thirty-six (36) months or failure to return to duty within twenty-one (21) calendar days of a recall from layoff;
- C. Failure to return to duty within three (3) calendar days from leave of absence.

ARTICLE 27

Layoff And Recall

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

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

Section 3. Bumping Rights. An employee residing in a higher classification, i.e., Sergeant, Lieutenant or other ranking officers shall be reduced in accordance with classification seniority within the affected job classification and may displace lower ranking employees in accordance with total seniority with the City. Patrol officers with the least

amount of total seniority shall be laid off first provided that any part-time employees or probationary employees are laid off first.

Section 4. Recall Rights. Employees who are laid off shall be placed on a recall list for a period of thirty-six (36) months. Employees shall be recalled in inverse order of the lay-off, i.e., most senior recalled first. Recall notice(s) shall be sent to employee(s) by registered mail and a copy to the F.O.P. The recalled employee shall have fourteen (14) calendar days, following the date of receipt of notice of recall to inform the employer of the employee's intention to return to work.

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

ARTICLE 28

Duration

This Agreement represents a complete and final understanding on all bargaining issues between the City and the F.O.P., and shall supersede previous Agreements. It shall be effective and remain in full force and effect from ~~the date of ratification (April 12, 2021)~~ November 1, 2023 until October 31, ~~2023~~ 2026, and thereafter from year to year unless at least ninety (90) days prior to said expiration date, either party give timely written notice to the other of an intent to negotiate on any or all of its provisions, pursuant to O.R.C. Section 4117.14. If such notice is given, negotiations shall be promptly commenced and this Agreement shall remain in full force and effect until an amended Agreement is agreed to.

Signed this _____ day of ~~June~~ _____, ~~2021~~ 2023, at Beachwood, Ohio, which Agreement shall be binding upon their successors in office.

CITY OF BEACHWOOD

FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.
and FOP LODGE 86

By: _____
Martin S. Horwitz
Mayor/Safety Director

By: _____
Maxwell Zugay
FOP President, Lodge 86

By: _____
L. Stewart Hastings
Law Director

By: _____
Chuck Aliff
FOP/OLC Staff Representative

4318-20-03

Exhibit A (to be updated by City)

CITY OF BEACHWOOD

January 1, 2022

Health Benefits		(1)	(2)
		MMO/COSE SUPER-MED-PLUS	MMO/COSE SUPER-MED-PLUS
Effective Date		Proposed H.S.A 2600	Proposed H.R.A 2500
		City Funds \$2,100/\$4,200	City Funds \$1,800/\$3,600
Deductible			
Network:		\$2,800 / \$5,600	\$2,500 / \$5,000
Non-Network:		\$5,000 / \$10,000	\$5,000 / \$10,000
Co-Insurance			
Network:		0%	0%
Non-Network:		40%	40%
Out-of-Pocket (excludes deductible)			
Network:		N/A	N/A
Non-Network:		\$5,000 / \$10,000	\$5,000 / \$10,000
Office Visits (illness/injury)			
Network:		0% after deductible	0% after deductible
Non-Network:		40%	40%
Routine Physical exam / well child visit			
Network:		covered at 100%	covered at 100%
Non-Network:		40%	40%
Routine Diagnostics			
Network:		covered at 100%	covered at 100%
Non-Network:		40%	40%
Emergency Room			
Network:		0% after deductible	0% after deductible
Non-Network:		40%	40%
Urgent Care			
Network:		0% after deductible	0% after deductible
Non-Network:		40%	40%
Inpatient Coverage			
Network:		0% after deductible	0% after deductible
Non-Network:		40%	40%
Outpatient Surgery Hospital			
Network:		0% after deductible	0% after deductible
Non-Network:		40%	40%
Complex Imaging (MRI's, PET, CT Scans,)			
Network:		0% after deductible	0% after deductible
Non-Network:		40%	40%
Lifetime Max			
Network:		UNLIMITED	UNLIMITED
Non-Network:		UNLIMITED	UNLIMITED
Prescriptions			
Subject to Rx Deductible:		0% after deductible	0% after deductible
Pharmacy (30 day supply):			
Mail Order (90 day supply):			

*HSA deductible amounts may change consistent with I.R.S. or other federal agency

directives pertaining to HSA embedded-deductible plans.

MEMORANDUM OF UNDERSTANDING

BETWEEN

FRATERNAL ORDER OF POLICE BEACHWOOD LODGE 86 (PATROL OFFICERS)

AND

CITY OF BEACHWOOD

12 HOUR SHIFT "ON CALL" OFFICER AGREEMENT

WHEREAS, the parties' desire to enter into this Memorandum of Understanding to delineate the terms and criteria of an "on call" officer program to be utilized at the discretion of the Chief of Police when the Patrol Division is assigned to a 12-hour shift duty schedule.

WHEREAS, the parties have met and negotiated the terms of this Memorandum of Understanding.

NOW, THEREFORE, the parties agree as follows:

Terms and Criteria of the 12 Hour Shift "On Call" Officer Program

A.) The Union recognizes that the City desires a streamlined, uniformly applied, manner of filling short-notice vacancies within the Patrol Division when assigned to a 12-hour shift duty schedule.

B.) During any time that the Patrol Division is assigned to a 12-hour shift duty schedule, the Chief of Police ~~may~~ shall enact policies that require one "on call" officer be assigned for each twelve (12) hour duty shift. Those officers will be assigned in a ~~uniform~~ equitable manner ~~by shift supervisors~~ using a system developed by the Union and approved by the Chief of Police. That officer will be required to be available for call-in if a manpower need is required to be filled in response to a circumstance that would otherwise leave the shift below minimum manpower.

C.) The "on-call" officer must respond, if summoned within the agreed upon timelines, and report for duty if an alternative willing replacement officer cannot be found by the "on call" officer. The "on call" officer will not be responsible to respond if notified later than thirty (30) minutes after the start of the shift for which the vacancy exists. Since the scheduled "on call" officer may still be well situated to respond, they will be the first officer contacted for any manpower need encountered during that shift's duration, but will not face any obligations beyond what would be normally expected of any officer that had not been "on call."

D.) Once the Officer in Charge becomes aware of the circumstance that requires the “on call” officer be summoned to report for duty, they will promptly notify the “on call” officer via telephone call. If direct contact cannot be made, a message will be left regarding the required shift obligation. The “on call” officer shall provide acknowledgment of receipt of that message promptly.

E.) Officers who fail to comply with the terms of the “on call” policy as delineated by the Chief of Police shall be subject to progressive discipline.

F.) Officers assigned to be “on call” will ~~not~~ be compensated for being “on call” ~~or for owning a mobile or home telephone.~~ as outlined by the terms in the Collective Bargaining Agreement.

This Memorandum of Understanding shall become effective and binding on the parties when it is ratified by the Union and the City of Beachwood. ~~Unless renewed by both parties, this Memorandum of Understanding will expire at the conclusion of October 31st, 2023. The parties agree that this Memorandum of Understanding will remain valid during the term of renegotiations should the associated collective bargaining agreement expire. If both parties agree in writing, the terms of this Memorandum of Understanding may be renegotiated at any time.~~

Signed and dated on this _____ day of _____, 2023.

FOR CITY OF BEACHWOOD: _____ FOR FOP LODGE 86: _____

Justin Berns, Mayor Maxwell Zugay, FOP President

Katherine M. McLaughlin, Chief of Police

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

INTRODUCED BY:

ORDINANCE NO. 2023-106

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR AND ON BEHALF OF THE CITY OF BEACHWOOD, OHIO WITH THE CUYAHOGA COUNTY BOARD OF HEALTH THROUGH DECEMBER 31, 2025; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, a contract has been submitted by the Cuyahoga County Board of Health for the furnishing of health services to the City year, beginning January 1, 2024.

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

Section 1: The Mayor is hereby authorized to enter into a Contract with the Cuyahoga County Board of Health for the furnishing of health services to the City and its residents, in an amount not to exceed One Hundred One Thousand Seven Hundred Ninety Dollars and No/Cents (\$101,790.00), for the period January 1, 2024 through December 31, 2024 and One Hundred Twelve Thousand Three Hundred Twenty Dollar and No/Cents (\$112,320.00) for the period January 1, 2025 through December 31, 2025. The Contract shall be in a form substantially similar to that attached hereto and incorporated herein as Exhibit "A".

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

Section 3: This Ordinance is hereby 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 foregoing Contract is required at the earliest possible time in order to continue to provide essential health services for the inhabitants of the City; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

Attest: I hereby certify that this legislation was duly adopted on the 16th day of October, 2023 and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 17th day of October, 2023.

Clerk

Approval: I have approved this legislation this 17th day of October, 2023 and filed it with the Clerk.

Mayor

CUYAHOGA COUNTY BOARD OF HEALTH

YOUR TRUSTED SOURCE FOR PUBLIC HEALTH INFORMATION

August 31, 2023

Mayor Justin Berns
City of Beachwood
25325 Fairmount Boulevard
Beachwood, OH 44122

Dear Mayor Berns:

Please find enclosed a two year contract for public health services provided by the Cuyahoga County Board of Health for the 2024 and 2025 calendar years.

Chapter 3709 of the Ohio Revised Code stipulates that each city in the State of Ohio "must provide health services either through a city health district or by a valid contract or union with the county health district or an adjacent city health district." The Director of the Ohio Department of Health certifies this provision of health services annually. To remain certified, this contract must be approved by your council and returned to the Cuyahoga County Board of Health no later than December 31, 2023.

The Cuyahoga County Board of Health bases our public health service contracts on a per capita population rate. This contract represents the total cost for public health services and remains among the lowest per capita rates for public health services in the State of Ohio.

We are available to discuss the contract with your community at your request and we thank you for the opportunity to continue to serve your community. Please feel free to contact me with any questions you may have about the details of this communication.

Sincerely,



Roderick Harris, DrPH
Health Commissioner

Enclosed:

1. 2024-2025 Contract
2. Programs and Services Summary

PUBLIC HEALTH SERVICES AGREEMENT

(City with a General Health District - Authority--Sec. 3709.08 O.R.C.)

This Agreement is entered into on the **1st day of January, 2024** ("Effective Date") by and between the **Cuyahoga County Board of Health** (the "Board"), a separate political subdivision of the State of Ohio organized under the Constitution and Laws of the State of Ohio, and the **City of Beachwood**, a political subdivision, with its principal office located at 25325 Fairmount Boulevard, Beachwood, Ohio 44122 (the "City"), for and in consideration of the promises, covenants, and conditions hereinafter set forth.

WHEREAS, Cuyahoga County General Health District is a general health district as defined under Ohio Revised Code (ORC) Section 3709.01 and is endowed with all of the statutory and other authority granted to it by reason of the Ohio Statutes as amended from time to time by the State Legislature; and

WHEREAS, the City has continued to have a city public health district as required by Ohio law; and

WHEREAS, pursuant to ORC Section 3709.01, each city in the State constitutes a health district and each county is a "general health district," and as provided for in ORC Sections 3709.051, 3709.07, and 3709.10, there may be a union of a general health district and a city health district; and

WHEREAS, ORC Section 3709.08 authorizes cities and villages in Cuyahoga County to enter into an Agreement with the Cuyahoga County General Health District on certain terms and conditions; and

WHEREAS, the District Advisory Council of the Cuyahoga County General Health District, created by ORC 3709.03, after giving due notice by publication as required by law, held a public meeting on March 30, 2023 at which by a majority vote of members representing the townships and villages of said county, did vote affirmatively on the question of providing public health services to the cities in Cuyahoga County, and did authorize the Chairman of the District Advisory Council to enter into an Agreement with the Mayor of the City for providing public health services therein; and

WHEREAS, the Board is engaged in the governance of providing public health services as described in this Agreement, has the knowledge, skill, and resources to provide such services, and desires to perform such services for or on behalf of the Board for the City; and

WHEREAS, the City is willing to enter into an Agreement with the Board to provide such services in accordance with the terms and conditions of Ohio law and this Agreement.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. EFFECTIVE DATE, TERM AND TERMINATION.

- (a) **Effective Date, Term.** This Agreement shall commence on the Effective Date first stated above and shall continue through **December 31, 2025**, unless earlier terminated pursuant to Section 1(b).
- (b) **Termination.** This Agreement may be terminated upon the occurrence of one of the following events:
 - (i) Failure for any reason of the either party to fulfill its obligations under this Agreement, after written notice is provided by the non-breaching party of such failure providing at least ninety (90) days for the breaching party to correct any such failure, and if such failure is not corrected within said period, the non-breaching party may give written notice of immediate termination;

- (ii) Upon nine (9) months written notice, or on or before April 1 of the year prior to termination by either party for any reason.

2. THE SERVICES.

- (a) **Scope of Services.** Subject to the terms and conditions contained in this Agreement and its exhibits, the Board will provide to the City and, as applicable, to all persons receiving the direct services provided for herein, the Services that are set forth and described in the Scope of Work (SOW) attached as **Exhibit A**, which Exhibit is incorporated herein.
- (b) Unless otherwise agreed by the Parties in writing, all transactions for Services through Board will be provided in accordance with the provisions of Ohio law and/or this Agreement, including any revisions of the same, as both Parties may from time to time execute to document the addition, revision, or enhancement of Services.
- (c) **Standard of Performance of Services.** The Board will devote such time and will use its best efforts as necessary to perform the Services in a professional manner that: (i) is consistent with the standards of its industry and in a good and workmanlike manner, and (ii) utilizes the care, skill, and diligence normally applied by other similar boards of health in the performance of services similar to the Services.
- (d) The City shall provide suitable space for the Board employees who make regular visits to the City on a daily or weekly basis.

3. PAYMENT.

- (a) **Compensation.** Compensation is based on the ten (10) year census population estimate for the City and a per capita rate established by the Board. The per capita rate is the same rate applied to all Villages, Townships in the general health district as well as for all cities that enter into a Public Health Services Agreement with the Board. The most recent ten (10) year census for population in the City dated September 2021, is 14,040 residents. The current per capita rate established by the Board is \$7.25 per capita for calendar year 2024 and \$8.00 per capita for calendar year 2025. The total amount due based on the per capita rate will be One Hundred One Thousand Seven Hundred Ninety Dollars and No Cents (\$101,790.00) for calendar year 2024 and be One Hundred Twelve Thousand Three Hundred Twenty Dollars and No Cents (\$112,320.00) for calendar year 2025. The Board reserves the right to change its per capita rate, as considered on an annual basis, based on current economic conditions and public health needs. In the event that the Board votes to make a change in the per capita rate, said change shall be limited to annual rates effective on January 1 for the following calendar year. The Board shall provide notice of the change in the per capita rate for the coming calendar year on or before October 31st of the current calendar year.
- (b) In consideration for the health services described in Exhibit A, which will be provided by the Board to and within the City, the City shall pay to the Board the total annual sum of One Hundred One Thousand Seven Hundred Ninety Dollars and No Cents (\$101,790.00) for calendar year 2024 and the total annual sum of One Hundred Twelve Thousand Three Hundred Twenty Dollars and No Cents (\$112,320.00) for calendar year 2025. The City hereby directs the Fiscal Officer of Cuyahoga County to place to the credit of the Board and the Fiscal Office of Cuyahoga County is hereby authorized and directed to deduct the sum stated above in equal, semi-annual installments of Fifty Thousand Eight Hundred Ninety Five Dollars and No Cents (\$50,895.00) from the regular property tax settlement to be made for said City for calendar year 2024 and Fifty Six Thousand One Hundred Sixty Dollars and No Cents (\$56,160.00) from the regular property tax settlement to be made for said City for calendar year 2025.

4. RECORDS.

- (a) The Board shall maintain copies of all records created or received by the Board in the performance of the work under this Agreement as required by Ohio's public records law. Any records created or received as a part of this Agreement shall be made available to the City upon request subject to exceptions listed below.
- (b) Any non-private health information in confidential records or information in the records created by the Board or that come into the possession of the Board under this Agreement shall, if provided to the City, be kept confidential by the City.
- (c) The Board is prohibited by State and Federal law from sharing protected health information and said records will not be shared with the City unless there is compliance with the proper method for release of said information.

5. REPORTS.

The Board shall provide semi-annual written reports to the City regarding the work conducted and services provided on behalf of the City under this Agreement. Such Reports shall be in a form as is provided to all political subdivisions for which the Board provides Agreement services.

6. NO ASSIGNMENT, TRANSFER, OR SUBAGREEMENT.

In performing the services specified under the terms of this Agreement, the Board shall not assign, transfer, or delegate any of the work or services, nor subcontract the work out to any other entity, nor shall any subcontractor commence performance of any part of the work or services included in this Agreement, unless such subcontracting is specified in this Agreement or its Exhibits, or unless prior written consent is provided by the City.

7. INDEPENDENT AGREEMENTOR.

- (a) The Board hereby acknowledges that it is an independent contractor and neither it nor its employees or agents are employees of the City. The Board shall be responsible for the payment or withholding of any federal, state or local taxes, including, but not limited to, income, unemployment, and workers' compensation for its employees, and the City will not provide, or contribute to any plan which provides for benefits, including but not limited to unemployment insurance, workers' compensation, retirement benefits, liability insurance or health insurance. All individuals employed by the Board provide personal services to the City are not public employees of the City under Ohio state law.
- (b) No agency, employment, joint venture or partnership has been or will be created between the parties pursuant to the terms and conditions of this Agreement. Inasmuch as the City is interested in the Board's end product, the City does not control the manner in which the Board performs this Agreement.

8. NOTICES.

All notices, invoices and correspondence which may be necessary or proper for either party shall be addressed as follows:

TO THE BOARD:

Cuyahoga County Board of Health
Attention: Roderick Harris, Health Commissioner
5550 Venture Drive
Parma, Ohio 44130

TO THE CITY:

City of Beachwood
Attention: Mayor Justin Berns
25325 Fairmount Boulevard
Beachwood, Ohio 44122

And

City of Beachwood
Attention: Director of Law
25325 Fairmount Boulevard
Beachwood, Ohio 44122

9. EFFECT OF ELECTRONIC SIGNATURE

By entering into this Agreement, the parties agree that this transaction may be conducted by electronic means, including, without limitation, that all documents requiring signatures by the parties may be executed by electronic means, and that the electronic signatures affixed by the authorized representatives of the parties shall have the same legal effect as if the signatures were manually affixed to a paper version of the documents. The parties also agree to be bound by the provisions of Chapter 1306 of the Ohio Revised Code as it pertains to electronic transactions.

10. APPLICABLE LAW AND VENUE

Any and all matters of dispute between the Parties to this Agreement whether arising from the Agreement itself or arising from alleged extra contractual facts prior to, during, or subsequent to the Agreement, including without limitation, fraud, misrepresentation, negligence, or any other alleged tort or violation of the Agreement, will be governed by, construed, and enforced in accordance with the Laws of the State of Ohio, without regard to the conflict of laws or the legal theory upon which such matter is asserted.

11. SEVERABILITY.

If any provision hereof shall be determined to be invalid or unenforceable, such determination shall not affect the validity of the other provisions of this Agreement. Moreover, any provisions that should survive the expiration or termination will survive the expiration or termination of this Agreement.

12. AMENDMENT

This Agreement shall not be modified except by the express written consent by both parties hereto.

13. WAIVER.

Waiver by either party or the failure by either party to claim a breach of any provision of this Agreement shall not be deemed to constitute a waiver or estoppel with respect to any subsequent breach of any provision hereof.

14. FORCE MAJEURE.

Neither party shall be liable for any delay or failure to perform any duty or obligation it may have pursuant to this Agreement where such delay or failure has been occasioned by any act of God, fire, strike, inevitable accident, war or any cause outside the party's reasonable control.

15. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one Agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

16. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement of the parties with respect to its subject matter, and supersedes all prior and contemporaneous agreements, representations or understandings, whether written or oral, as to the same.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representative to be effective as of the Effective Date as specified in Section 1 of this Agreement.

FOR THE BOARD:

Approved as to form.
Cuyahoga County Board of Health
Office of General Counsel

Mayor David Smith, President District
Advisory Council

By: _____

Date: _____

Date: _____

FOR THE CITY:

Approved as to form.

Mayor Justin Berns

By: _____
Director of Law

Date: _____

Date: _____

EXHIBIT A

SCOPE OF WORK

The General Health District of Cuyahoga County, Ohio, hereby agrees to provide health services for the City of «CITY» for the calendar years 2024 and 2025 as set forth below ("Services").

- The Board shall have full authority to be and act as the public health authority for the City.
- The Services described in the schedule listed below in this Exhibit will be provided by the District Board of Health of Cuyahoga County ("Board") to the City.
- The Services will include all necessary medical, nursing, sanitary, laboratory and such other health services as are required by the Statutes of the State of Ohio.
- Air pollution enforcement services, as described in Chapter 3704 of the Ohio Revised Code ("ORC"), will be conducted through the designated agent, the Cleveland Division of Air Pollution Control, not by the Board. This authorization is contingent upon renewal of the Agreement between the Ohio EPA and the City of Cleveland and satisfactory performance of the Agreement terms and conditions regarding air pollution control in Cuyahoga County. The Board of Health reserves the right to alter, modify or amend this Agreement provision with notice to the City.
- The following specific services shall be a part of the Services provided under this Agreement:

List of Functions, Programs and Services

Animal Control and Shelter:
Rabies Surveillance – Animal bite follow up
Environmental Health - State Programs:
Food Service Operation Licensing/ Inspection/Education
Retail Food Establishment Licensing & Inspection.
School Facilities Inspection
Smoke Free Workplace Enforcement
Public Swimming Pool & Spa Licensing & Inspection
Tattoo & Body Piercing Enforcement
Temporary Park Camp Licensing/Inspection/Enforcement
Clean Indoor Air Regulation - complaint based response
Home Day Care Inspections - USDA Inspections Only/Fee for Service
Nuisance & Vector Control
Residential Housing/Commercial Building Inspection - complaint based response
Solid Waste Enforcement
West Nile Virus Prevention/Mosquito Control
Animal Venue Licensing/Inspection/Enforcement
Emergency Preparedness:
Public Health Emergency Preparedness (PHEP)
Planning and Cities' Readiness Initiative activities
Emergency Management Committee - participation

Development of Local Emergency Response Plan - participation
Community Outreach and Education
Northeast Ohio Regional Public Health Partnership - participation
Epidemiology, Surveillance, Investigation Services:
Reportable Infectious Disease investigation and follow-up (excluding HIV/AIDS; STD; TB)
Disease Outbreak Management
Regional Infection Control Committee – participation
NEO Regional. Epidemiology Response Team – participation
Nursing Services:
Health Promotion:
First Aid/Communicable disease classes – fee for service
Cleveland Safe Kids Coalition - participation
Immunization Program:
Childhood and Adult Vaccine Administration Services - Fee for Service. Most insurance accepted, by appointment. Charges may be waived for inability to pay.
Seasonal Influenza vaccine clinics - Fee for Service, most insurance accepted.
Immunize Ohio- participation
Jail Inmate Health Services:
Jail Inspection - provided once annually
Lead Poisoning Prevention:
Pediatric blood lead testing - Fee for Service. Charges may be waived for inability to pay
Case management
Environmental Assessment - Limited fee for service
Community Education and Outreach
Greater Cleveland Healthy Homes Advisory Council
Occupational Health:
Immunizations and Tuberculosis screenings - Fee for Service
Bureau for Children with Medical Handicaps (BCMh) Public Health Nursing Services
Administrative Services:
Administration
Grant Writing & Management
Budget
Records Management
Accounts Payable, Accounts Receivable
Data Entry & Program Management
Reports - Financial & Statistical
Payroll

The Board maintains a range of grant funded programs for citizens throughout the County who are income qualified.

THE BOARD RESERVES THE RIGHT TO AMEND THIS EXHIBIT AT ANYTIME PRIOR TO AUTHORIZATION OF THE CITY COUNCIL AND THE BOARD OF HEALTH ANNUALLY.

AN ORDINANCE ACCEPTING A CERTAIN BID FROM CATTS CONSTRUCTION, INC., FOR THE TIMBERLANE / GREEN SANITARY RELIEF SEWER PHASE I PROJECT; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, four (4) bids were received by the Clerk on September 21, 2023, for the Timberlane / Green Sanitary Relief Sewer Phase I Project, pursuant to an advertisement for competitive bidding as required by law; and

WHEREAS, the bid of CATTS Construction, Inc. in an amount not to exceed Four Million Five Hundred Eighty-Six Thousand Two Hundred One Dollars and Seventeen Cents (\$4,586,201.17), was the lowest and best bid received; and

WHEREAS, the Public Works Director and City Engineer have also requested a Two Hundred Thousand Dollar and No Cents (\$200,000.00) Contingency bringing the total amount not to exceed Four Million Seven Hundred Eighty-Six Thousand Two Hundred One Dollars and Seventeen Cents (\$4,786,201.17); and

WHEREAS, the Public Works Director and City Engineer recommend that Council accept the bid of CATTS Construction, Inc. for the Timberlane / Green Sanitary Relief Sewer Phase I Project.

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 Public Works Director and the City Engineer, the bid of Catts Construction, Inc., as further outlined in the Memorandum from City Engineer, Joe Ciuni dated September 25, 2023, a copy of which is attached hereto and incorporated herein by reference as Exhibit "A", in an amount not to exceed Four Million Seven Hundred Eighty-Six Thousand Two Hundred One Dollars and Seventeen Cents (\$4,786,201.17) which includes a Two Hundred Thousand Dollar and No Cents (\$200,000.00) Contingency. .

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 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 the work may begin as soon as possible; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

Attest: I hereby certify this legislation was duly adopted on the 16th day of October, 2023, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 17th day of October, 2023.

Clerk

Approval: I have approved this legislation this 17th day of October, 2023, and filed it with the Clerk.

Mayor

BEACHWOOD PUBLIC WORKS DEPARTMENT INTER-OFFICE MEMORANDUM

TO: Mayor Justin Berns

FR: Chris Arrietta, Public Works Director

DT: September 26, 2023

RE: Council Agenda Item: Timberlane/Green Sanitary Relief Sewer

Mayor,

Bids were received and opened on September 21, 2023, for phase 1 of this project. Catts Construction Inc. was the lowest bidder with a total cost of \$4,586,201.17. NEORSD will be contributing 50% of the total project cost with MCIP funding.

This project is part of our 5-year sewer program and was the recommendation of NEORSD based on the results of the Heights Hilltop Interceptor Study performed in 2019. The scope of phase 1 will be the installation of a sanitary relief sewer starting at the intersection of Cedar and Campus Roads, down Campus to Green Road, then continuing down Green to Ranch Road. The project will start on Campus this winter and run through the summer of 2024.

After reviewing the contingency amount, I feel we need to add an additional \$200,000 to cover any unforeseen items that may come up during this project. With this change, we are recommending the approval of this bid from Catts Construction for a total contract amount of \$4,786,201.17.



5595 Transportation Boulevard, Suite 100
Cleveland, Ohio 44125

Phone 216.518.5544
www.gpdgroup.com

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

Sept. 25, 2023

RE: Timberlane-Green Sanitary Relief Sewer – Phase 1

Dear Mr. Arrietta:

Bids were opened on September 21, 2023, for the above referenced project. Four (4) bids were received and are listed below:

1. CATTS Construction Inc.	\$ 4,586,201.17
2. Fabrizi Trucking and Paving Company	\$ 4,641,458.07
3. Eclipse Company LLC	\$ 4,839,244.15
4. Nerone & Sons Inc.	\$ 6,717,238.07

The first 3 bidders bid the "open-cut" alternate and Nerone bid the tunnel/bore alternate. The advantage of tunnelling vs. open-cut is the disruption to the pavement and the tree lawns, however we do not believe it is worth \$2 million.

This project will install approximately 3600 feet of a sanitary relief sewer from Campus/Cedar intersection, down Campus to Green Road and south on Green Road to Ranch Road. The relief sewer will outlet into the NEORSD Deep Tunnel Shaft at Cedar Road. The portion of the sewer on Campus Road is specified to be bored/tunneled, the remainder will be open-cut. This project was recommended by NEORSD in their SSES Sewer Study they performed in 2019.

This project is funded by an NEORSD MCIP Grant of 50% of the project costs, or \$2,293,100.58.

The low bid was submitted by CATTS Construction Inc. CATTS is a reputable contractor capable of successfully completing this project. We are familiar with their work, and they have recently completed 3 previous projects for the City.

We hereby recommend the City enter into a contract with CATTS Construction Inc. for the Timberlane-Green Sanitary Relief Sewer – Phase 1 as the lowest and best bid for a not to exceed price of 4,586,201.17.

Enclosed herewith is a tabulation of all bids received and the actual bids submitted.

Very truly yours,

GPD Group



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

cc: Mayor Berns
File

ALTERNATE BID FORM

Mark Envelope: **TIMBERLANE/GREEN SANITARY RELIEF SEWER PHASE 1 (ALTERNATE)**

To the Clerk:

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

DATE OF COMPLETION: 365 DAYS FROM ISSUANCE OF NOTICE TO PROCEED _____ 365

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

ALTERNATE BID TOTAL = \$ 4,586,201.17

UNIT PRICE CONTRACT

For the Timberlane/Green Sanitary Relief Sewer Phase 1 Project in the City of Beachwood, Cuyahoga County, Ohio, in accordance with the plans and specifications.

REF. NO.	ITEM NUMBER	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE ESTIMATED DOLLARS/CTS	TOTAL PROJECT AMOUNT ESTIMATED DOLLARS/CTS
ROADWAY						
1	201	CLEARING AND GRUBBING	LS	1	\$ 8,000.00	\$ 8,000.00
2	202	PIPE REMOVED, 24" AND UNDER	FT	380	\$ 8.00	\$ 3,040.00
3	202	STRUCTURE REMOVED	EA	5	\$ 220.00	\$ 1,100.00
4	202	CATCH BASIN OR INLET REMOVED	EA	10	\$ 125.00	\$ 1,250.00
5	202	MANHOLE ABANDONED, AS PER PLAN	EA	5	\$ 615.00	\$ 3,075.00
6	202	WALK REMOVED, AS PER PLAN	SF	7200	\$ 2.00	\$ 14,400.00
7	202	CURB REMOVED, AS PER PLAN	FT	2100	\$ 12.50	\$ 26,250.00
8	202	ABANDON MISC.: PIPE 24" AND UNDER	FT	890	\$ 19.50	\$ 17,355.00
9	451	REINFORCED CONCRETE PAVEMENT, MISC.: 6" FIBER REIN. CONC. PAVT. CLASS QC MS (APRONS/DRIVES)	SY	940	\$ 100.00	\$ 94,000.00
10	451	REINFORCED CONCRETE PAVEMENT, MISC.: 8" FIBER REIN. CONC. PAVT. CLASS QC MS (APRONS/DRIVES)	SY	350	\$ 125.00	\$ 43,750.00
11	608	5" CONCRETE WALK, AS PER PLAN	SF	7200	\$ 10.00	\$ 72,000.00
12	608	WALKWAY, MISC.: CURB RAMP	EA	7	\$ 2,200.00	\$ 15,400.00
13	609	CURB, TYPE 6, CLASS QC MS, AS PER PLAN	FT	2100	\$ 37.00	\$ 77,700.00
14	623	MONUMENT ASSEMBLY ADJUSTED TO GRADE, AS PER PLAN	EA	1	\$ 701.00	\$ 701.00
15	SPECIAL	RIGID BULKHEAD	EA	6	\$ 150.00	\$ 900.00
16	SPECIAL	POTHOLES	EA	4	\$ 215.00	\$ 860.00
ROADWAY SUBTOTAL =						\$ 379,781.00

REF. NO.	ITEM NUMBER	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE ESTIMATED DOLLARS / CTS	TOTAL PROJECT AMOUNT ESTIMATED DOLLARS / CTS
EROSION CONTROL						
17	SPECIAL	LAWN RESTORATION, AS PER PLAN	SY	1600	\$ 28.00	\$ 44,800.00
18	SPECIAL	EROSION & SEDIMENT CONTROL	LS	1	\$ 4,888.00	\$ 4,888.00
					EROSION CONTROL SUBTOTAL =	\$ 49,688.00
DRAINAGE						
19	605	6" SHALLOW PIPE UNDERDRAINS	FT	1950	\$ 20.00	\$ 39,000.00
20	611	6" CONDUIT, TYPE F FOR UNDERDRAIN OUTLETS	FT	100	\$ 20.00	\$ 2,000.00
21	611	12" CONDUIT, TYPE B, AS PER PLAN, 706.02	FT	55	\$ 350.00	\$ 19,250.00
22	611	CATCH BASIN, NO. 3A, AS PER PLAN	EA	10	\$ 2,900.00	\$ 29,000.00
23	611	CATCH BASIN ADJUSTED TO GRADE, AS PER PLAN	EA	2	\$ 1,760.00	\$ 3,520.00
24	611	MANHOLE ADJUSTED TO GRADE, AS PER PLAN	EA	29	\$ 1,380.00	\$ 40,020.00
25	SPECIAL	CATCH BASIN CLEANING, AS DIRECTED	EA	5	\$ 120.00	\$ 600.00
					DRAINAGE SUBTOTAL =	\$ 133,390.00
SANITARY SEWER						
26	611	12" CONDUIT, TYPE B, AS PER PLAN, 748.02	FT	8	\$ 370.00	\$ 2,960.00
27	611	18" CONDUIT, TYPE B, AS PER PLAN, 748.01	FT	10	\$ 441.00	\$ 4,410.00
28	611	18" CONDUIT, TYPE B, AS PER PLAN, 707.48	FT	2732	\$ 480.00	\$ 1,338,680.00
29	611	MANHOLE, MISC.: PRECAST 48" DIA. MANHOLE	EA	11	\$ 10,808.00	\$ 118,888.00
30	611	MANHOLE, MISC.: PRECAST 60" DIA. DROP MANHOLE	EA	2	\$ 13,500.00	\$ 27,000.00
31	611	MANHOLE, MISC.: PRECAST MANHOLE WITHIN INSTALLATION PIT (AUGER BORING)	EA	2	\$ 6,385.00	\$ 12,770.00
32	611	MANHOLE, MISC.: PRECAST MANHOLE WITHIN RECEIVING PIT (AUGER BORING)	EA	2	\$ 7,028.00	\$ 14,056.00
33	SPECIAL	TRENCHLESS AUGER BORE, 18" PVC SANITARY SEWER WITHIN 30" STEEL CASING PIPE	FT	933	\$ 1,500.00	\$ 1,399,500.00
34	SPECIAL	SEWER LATERAL REPAIR, AS DIRECTED	FT	150	\$ 325.00	\$ 48,750.00
35	SPECIAL	SEWER LATERAL INSPECTION	EA	35	\$ 350.00	\$ 12,250.00
36	SPECIAL	FLOW CHANNEL RECONSTRUCTION	EA	2	\$ 1,600.00	\$ 3,200.00
37	SPECIAL	SANITARY SEWER BYPASS PUMPING (FLOW CONTROL)	LS	1	\$ 28,000.00	\$ 28,000.00
38	SPECIAL	SEWER STRUCTURE PSTMP SAN-1	LS	1	\$ 248,000.00	\$ 248,000.00
					SANITARY SEWER SUBTOTAL =	\$ 3,258,464.00
PAVEMENT						
39	254	PAVEMENT PLANING, ASPHALT CONCRETE, 3 INCH	SY	7050	\$ 5.00	\$ 35,250.00
40	407	NON-TRACKING TACK COAT (0.1 GAL/SY)	GAL	1410	\$ 3.00	\$ 4,230.00
41	424	FINE GRADED POLYMER ASPHALT CONCRETE, TYPE B, 1 INCH, AS PER PLAN	CY	200	\$ 366.00	\$ 73,200.00
42	448	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, (448), 2 INCH, AS PER PLAN	CY	400	\$ 250.00	\$ 100,000.00
43	SPECIAL	FULL DEPTH PAVEMENT REMOVAL AND REPLACEMENT, CAMPUS ROAD	SY	150	\$ 225.00	\$ 33,750.00
44	SPECIAL	FULL DEPTH PAVEMENT REMOVAL AND REPLACEMENT, SOUTH GREEN ROAD	SY	1200	\$ 150.00	\$ 180,000.00
					PAVEMENT SUBTOTAL =	\$ 426,430.00
TRAFFIC CONTROL						
45	630	SIGNING, MISC.: SIGN REMOVAL & REERECTION	LS	1	\$ 120.00	\$ 120.00

REF. NO.	ITEM NUMBER	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE ESTIMATED DOLLARS / CTS	TOTAL PROJECT AMOUNT ESTIMATED DOLLARS / CTS
46	642	PAVEMENT MARKING, MISC.: PAVEMENT MARKING RESTORATION	LS	1	\$ 7,456.00	\$ 7,456.00
TRAFFIC CONTROL SUBTOTAL =						\$ 7,576.00
WATER WORKS						
47	202	PIPE REMOVED, 24" AND UNDER (WATER MAIN)	FT	26	\$ 24.00	\$ 624.00
48	202	VALVE BOX REMOVED	EA	2	\$ 32.00	\$ 64.00
49	202	ABANDON MISC.: PIPE 24" AND UNDER (WATER MAIN)	FT	26	\$ 37.00	\$ 962.00
50	638	VALVE BOX ADJUSTED TO GRADE, AS PER PLAN	EA	10	\$ 591.00	\$ 5,910.00
51	638	8" WATER MAIN DUCTILE IRON PIPE ANSI CLASS 52, BOL TLESS - RESTRAINED JOINTS AND FITTINGS	FT	58	\$ 375.00	\$ 21,750.00
52	638	12" WATER MAIN DUCTILE IRON PIPE ANSI CLASS 52, BOL TLESS - RESTRAINED JOINTS AND FITTINGS	FT	5	\$ 289.00	\$ 1,445.00
53	638	8" GATE VALVE AND VALVE BOX	EA	1	\$ 2,422.00	\$ 2,422.00
54	638	WATER WORK, MISC.: CUTTING-IN TEE W/ 8" GATE VALVE AND VALVE BOX	EA	1	\$ 9,123.00	\$ 9,123.00
55	638	WATER WORK, MISC.: RETAP AND RECONNECT WATER SERVICE CONNECTION, AS DIRECTED	EA	2	\$ 4,145.00	\$ 8,290.00
56	638	WATER WORK, MISC.: ADDITIONAL 8" WATER MAIN FITTINGS, AS DIRECTED	EA	2	\$ 488.00	\$ 976.00
57	SPECIAL	CITY OF CLEVELAND WATER DEPARTMENT CHARGES ALLOWANCE	ALLOW	1	\$ 2,845.07	\$ 2,845.07
WATER WORKS SUBTOTAL =						\$ 54,411.07
MAINTENANCE OF TRAFFIC						
58	614	LAW ENFORCEMENT OFFICER WITH PATROL CAR FOR ASSISTANCE	HOUR	24	\$ 78.00	\$ 1,872.00
59	614	DETOUR SIGNING	LS	1	\$ 6,748.00	\$ 6,748.00
60	614	PORTABLE CHANGEABLE MESSAGE SIGN, AS PER PLAN	SNMT	8	\$ 1,040.00	\$ 8,320.00
61	614	WORK ZONE CENTER LINE, CLASS I	MILE	0.48	\$ 3,686.00	\$ 1,769.28
62	614	WORK ZONE EDGE LINE, CLASS I, 4"	MILE	0.58	\$ 1,929.00	\$ 1,118.82
63	614	WORK ZONE STOP LINE, CLASS I	FT	10	\$ 12.50	\$ 125.00
MAINTENANCE OF TRAFFIC SUBTOTAL =						\$ 19,953.10
INCIDENTALS						
64	614	MAINTAINING TRAFFIC	LS	1	\$ 45,333.00	\$ 45,333.00
65	623	CONSTRUCTION LAYOUT STAKES AND SURVEYING	LS	1	\$ 2,988.00	\$ 2,988.00
66	624	MOBILIZATION	LS	1	\$ 129,242.00	\$ 129,242.00
67	SPECIAL	PRECONSTRUCTION VIDEO	LS	1	\$ 955.00	\$ 955.00
68	SPECIAL	AS-BUILT DRAWINGS	LS	1	\$ 2,990.00	\$ 2,990.00
69	SPECIAL	UTILITY ALLOWANCE, AS DIRECTED	ALLOW	1	\$ 25,000.00	\$ 25,000.00
70	SPECIAL	CONTINGENCY ALLOWANCE	ALLOW	1	\$ 50,000.00	\$ 50,000.00
INCIDENTALS SUBTOTAL =						\$ 256,508.00
ALTERNATE BID - TOTAL =						\$ 4,586,201.17

DETERMINATION OF AWARD OF BASE BID VS ALTERNATE BID WILL BE MADE BY THE OWNER, ACTING UPON THE ENGINEER'S RECOMMENDATIONS, FOR THE BEST INTEREST OF THE PROJECT, COMMENSURATE WITH AVAILABLE FUNDS. FOR THE PURPOSE OF FIXING THE AMOUNT OF THE BOND REQUIRED WITH THIS BID, AND THE AMOUNT OF THE SURETY BOND, THE AMOUNT OF THE BOND SHALL BE BASED UPON THE TOTAL AMOUNT OF THE HIGHER OF THE TWO BID FORMS. BIDDERS MAY SUBMIT PROPOSALS FOR THE BASE BID ONLY, ALTERNATE ONLY, OR BOTH.

EXECUTED AT: Warrensville Heights, OH THIS 21st DAY OF September, 2023

BY: 
James C. Harrington (SIGN IN INK)

TITLE: Vice President
(OWNER, PARTNER, OR CORPORATE OFFICER)

VENDOR (PLEASE FILL IN): CATTs Construction, Inc. (440) 540-4730
NAME PHONE

21223 Aurora Road (440) 540-4736
ADDRESS FAX

Warrensville Heights, OH 44146 estimating@cattsconstruction.com
CITY, STATE & ZIP CODE eMAIL

CITY OF
Beachwood
Ohio

BID DOCUMENTS

Timberlane / Green Sanitary Relief Sewer Phase 1

Prepared by:



5595 Transportation Boulevard
Garfield Heights, Ohio 44125

Project No. 2022119.04

Adv: The Sun News
August 31, 2023
September 7, 2023

BIDS DUE: September 21, 2023
@ 1:00 P.M.

Pre-Bid Meeting: September 7, 2023, 10:00 A.M. @ Beachwood Public Works

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Attachments:

Bid Set Improvement Plan
Geotech Report
Prevailing Wage Rates

**CITY OF BEACHWOOD
BID PACKAGE CHECKLIST**

FOR: TIMBERLANE / GREEN SANITARY RELIEF SEWER PHASE 1

Please Note: The following items are to be included in your bid package. The required items are to be ORIGINALS and must be SIGNED by the proper authority representing your company:

<input checked="" type="checkbox"/>	Bid Form -- Signed
<input checked="" type="checkbox"/>	Agreement Relative to Separate Consideration for Incorporation of Tangible Personal Property
<input checked="" type="checkbox"/>	Non-Collusion Affidavit - Signed and Notarized
<input checked="" type="checkbox"/>	Statement Regarding Personal Property Taxes - Signed and Notarized
<input checked="" type="checkbox"/>	Information Showing Qualifications of Bidder - Signed
<input checked="" type="checkbox"/>	Listing of ALL Subcontractors to be used on the project - Signed
<input checked="" type="checkbox"/>	Bid Bond
<input checked="" type="checkbox"/>	Statement of Non-Discrimination
<input checked="" type="checkbox"/>	Beachwood SBE / MBE / WBE Participation Report
<input checked="" type="checkbox"/>	Findings for Recovery Certification

**INVITATION TO BID
LEGAL NOTICE**

Sealed bid proposals will be **received** by the Clerk of Council of the City of Beachwood, Cuyahoga County, Ohio, at the City of Beachwood Law Department, 25325 Fairmount Boulevard, Beachwood, Ohio 44122 **until 1:00 P.M. local time, on Thursday, September 21st, 2023** for the work designated below (the "Work"):

TIMBERLANE / GREEN SANITARY RELIEF SEWER PHASE 1

The bids will be publicly opened and read in the Law Department Conference Room at 1:00 P.M. Each bid must contain the following:

- 1) The full name and names of the party or parties;
- 2) Fully Executed Non Collusion Affidavit;
- 3) In the case of a corporation not chartered in Ohio, with a proper certificate that such corporation is authorized to do business in Ohio (Articles of Incorporation – listing principals); and
- 4) Be accompanied by a certified or cashiers' check on a solvent bank made payable to the order of the City of Beachwood in an amount not less than ten percent (10%) of the total amount of the bid, or by a bid bond equal to ten percent (10%) of the total amount of the bid, drawn in favor of the Clerk of Council of the City of Beachwood.

A pre-bid meeting will be held at 10:00 A.M. on Thursday, September 7th, 2023, at the City of Beachwood Public Works Department, located at 23355 Mercantile Road, Beachwood, OH 44122. Attendance at the pre-bid meeting is not mandatory but is encouraged.

Copies of the Specifications, Instructions to Bidders, Forms of Proposals and other contract documents are on file at the office of the Clerk of Council of the City of Beachwood. These documents may only be obtained through the office of GPD Group by emailing Nick Fini at nfini@gpdgroup.com and requesting a digital copy. Digital documents will be provided free of charge. Questions or inquiries should be directed to GPD Group at (216) 927-8658. **No questions will be answered after 1 p.m. on September 14th, 2023.**

Each bidder must ensure that all employees and applicants for employment are not discriminated against because of their race, creed, color, sex, national origin, or disability. **The City of Beachwood is an Equal Opportunity Employer and encourages Minority Business Enterprises, Women Business Enterprises and Small Business Enterprises to submit bids or Proposals for this project.**

The bid check or bid bond, as the case may be, will be held as a guarantee that, if the bid proposal is accepted, a contract will be entered into between the bidder and the City of Beachwood, and if not, the amount represented thereby, shall be forfeited to the City of Beachwood as liquidated damages.

The chosen bidder must provide the following required documentation prior to contract execution:

- 1) Evidence of General Liability Insurance from a company licensed by the State of Ohio in the amount of One Million Dollars (\$1,000,000.00) for any accidental occurrence arising out of any act or omission by the Contractor which causes bodily harm or property damage, and shall cause the City to be named as an additional insured on the policy; and
- 2) Evidence of Workers' Compensation coverage.

The City of Beachwood reserves the right to consider criteria other than price, to reject any and all proposals and to waive any informality in the bids received. Council will accept the lowest and best bid in accordance with law.

Whitney M. Crook, Clerk of Council
City of Beachwood, Ohio

Council Authorized to bid on:

To be published in the Sun News: August 31st, 2023, and September 7th, 2023

INSTRUCTIONS TO BIDDERS

A. SEALED BIDS

The Clerk of Council will receive sealed bids for **Timberlane / Green Sanitary Relief Sewer Phase 1** for the City of Beachwood, 25325 Fairmount Boulevard, Beachwood, Ohio 44122 until 1:00 P.M. on Thursday, September 21, 2023. Said bids shall be enclosed in an opaque sealed envelope and marked **"Timberlane / Green Sanitary Relief Sewer Phase 1"** and shall bear the name of the bidder.

B. DEFINITIONS

Wherever the word "Owner" occurs herein, it shall mean the City of Beachwood or its duly authorized representative.

Wherever the words "Municipal Authority" occur herein, it shall mean the Mayor of the City of Beachwood or his duly authorized representative.

Wherever the word "Engineer" occurs herein, it shall mean the City Engineer of the City of Beachwood.

Wherever the word "Contractor" occurs herein, it shall mean the party entering into the Contract for the performance of the Work herein required, and the duly authorized representative of said party, or the agent appointed to act for said party in the performance of the Work.

Wherever the word "CWD" or "Division of Water" occurs herein, it shall mean the City of Cleveland, Division of Water. The Engineering Design Office is located in the Public Utilities Building, 5th floor, 1201 Lakeside Avenue, Cleveland, Ohio 44114.

Wherever the word "ODOT" occurs herein, it shall mean the Ohio Department of Transportation.

"Addendum" or "Addenda" shall mean the additional Contract requirements prepared by the Engineer and issued in writing and/or drawings by the Engineer prior to the receipt of bids.

C. BID FORM

Each proposal shall be made on the attached "Bid Form" which shall be signed with the full name and address of the individual, proprietorship, partnership, or corporation submitting same. The bid of a proprietorship shall be signed by the owner, the bid of a partnership shall be signed by one of the general partners, and the bid of a corporation shall be signed by a duly authorized officer thereof stating his title. No bid may be withdrawn after delivery to the Owner. The Bidder may, at its discretion, add other pertinent facts or data that it might deem desirable, but its bid **MUST BE ON THIS BID FORM.**

D. PROPOSAL GUARANTY

No proposal will be considered unless accompanied by a bond or certified check drawn on a solvent bank and made payable to the Owner in an amount not less than ten (10) percent of the Bidder's Proposal, conditioned upon execution of the contract and the furnishing of a performance bond and labor and material bond both in the forms attached hereto in the event the contract is awarded to the bidder.

E. CONSIDERATION OF PROPOSALS

The Owner reserves the right to reject any or all proposals, to waive technicalities or to advertise for new proposals, if in the judgment of the awarding authority the best interests of the Owner will be promoted by such action.

F. AWARD OF CONTRACT

The award of the contract, if it is awarded, will be made within sixty (60) calendar days after the opening of proposals to the lowest and best bidder whose proposal complies with all the requirements prescribed. In no case will an award be made until all necessary investigations are made as to the responsibility of the bidder to whom it is proposed to award the contract. The successful bidder will be notified by letter mailed to the address shown in the proposal, stating that its bid has been accepted and that it has been awarded the contract.

G. CANCELLATION OF AWARD

The Owner reserves the right to rescind the award of any contract at any time before the execution of the said contract by all parties, without any liability against the Owner.

H. RETURN OF PROPOSAL GUARANTY

All proposal guaranties, except those of the three lowest bidders, will be returned within thirty (30) days following the opening and checking of the proposals. The retained proposal guaranties of the unsuccessful of the three lowest bidders will be returned within thirty (30) days following the award of the contract to the successful bidder. The proposal guaranty will be returned to the successful bidder after it has furnished satisfactory performance and labor and material bonds and has executed the contract.

I. REQUIREMENT OF PERFORMANCE BOND AND LABOR AND MATERIAL BOND

Within ten (10) days after it has received notice of the award of the contract, and before entering a contract, the successful bidder shall furnish (1) a performance bond in the form provided herein in the full amount of his proposal, which bond shall cover the entire contract including the guarantee period and (2) a Labor and Material bond in the form provided herein.

J. EXECUTION OF CONTRACT

The successful bidder shall sign and return, the contract, together with the bonds and other required contract documents, within ten (10) days after the bidder has received notice that the contract has been awarded. No proposal shall be considered binding upon the Owner, until the execution of the contract. If the Owner does not execute the contract within twenty (20) days

following receipt from the bidder of the required contract documents, the bidder will have the right to withdraw his bid without prejudice.

K. FAILURE TO EXECUTE CONTRACT

Failure to execute the contract and file the acceptable bonds shall be just cause for the cancellation of the award and the forfeiture of the proposal guarantee (bid bond or bid check) which shall become the property of the Owner, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder, or the Work may be re-advertised as the Owner may decide.

L. CONTRACTOR'S INSURANCE

The Contractor shall take out and maintain during the life of the contract, such Public Liability (Bodily Injury and Property Damage) Insurance as shall protect Contractor and any sub-Contractors performing work covered by the contract from claims for damages, for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under the contract, whether such operation be by itself or by anyone directly or indirectly employed by either of them. The Contractor shall maintain coverage of the types and in the amounts as specified below. The policy shall name the Owner as an additional insured and the Owner shall be a certificate holder. Proof of such insurance coverage shall be evidenced by submitting a certificate of insurance listing the Owner as an additional insured.

The amounts of such insurance shall be as follows:

BODILY INJURY LIABILITY

EACH PERSON	\$1,000,000.
EACH ACCIDENT	\$2,000,000.

PROPERTY DAMAGE LIABILITY

EACH ACCIDENT	\$1,000,000.
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Such insurance shall remain in full force and effect during the life of the contract. The Owner shall receive thirty (30) days prior written notice of policy cancellation.

M. MAINTENANCE BOND

In addition to the required performance bond and labor and material bond, the successful bidder shall provide at its own expense a two-year maintenance bond, in the amount of twenty-five percent (25%) of this contract. The term of the bond shall begin on the date of final acceptance of the improvement and shall guarantee the improvement will remain in good condition for and during the entire two-year period of guarantee. If at any time before or during said period of guarantee any defects or omissions become apparent in the Work or if it becomes apparent that any of the Work is not in accordance with the requirements, or if any Work constructed under this contract requires repairs due to defects in materials or workmanship, or for any other cause which may be attributed to the Work which is being done or has been done by the Contractor, as determined by the Owner, the Contractor shall rectify such defects or omissions within five (5) days of notification and shall complete such corrections

within a reasonable length of time at his own expense. If the Contractor fails to rectify such defects or omissions or fails to start such repairs within five (5) days, the Owner reserves the right to make such corrections at the expense of the Contractor or bonding company.

N. WAGE SCALE AND LABOR

Beachwood Codified Ordinance Section 168.20 requires that no less than prevailing wages be paid to all laborers, workers, or mechanics employed in the Work unless higher or lower rates are specified in the contract documents. The minimum wage to be paid to all laborers, workers and mechanics employed on the Work shall be in accordance with the Schedule of Prevailing Hourly Wage Rates as ascertained and determined by the Ohio Department of Industrial Relations in accordance with Chapter 4115 of the Ohio Revised Code.

O. NON-COLLUSION AFFIDAVIT

The Non-Collusion Affidavit, which is part of the bidding documents, shall be properly executed and notarized.

P. QUALIFICATION OF BIDDER

The bidder must furnish on the form attached hereto that is a part of the bidding document information relative to the facilities, ability, and financial resources available for the proper fulfillment of the Work.

Q. SUB-CONTRACTORS

The bidder shall state on the appropriate contract form the names of all sub-Contractors proposed and the items of work they are to be assigned. All work not assigned to a sub-Contractor shall be assumed by the Owner to be performed by the bidder.

The Owner reserves the right to approve all sub-Contractors proposed by the bidder. If the Owner, after due investigation, rejects the use of a proposed sub-Contractor, the apparent successful bidder may either submit an acceptable substitution without increase in bid price or decline substitution and withdraw its proposal without sacrificing his bid security. Any listed sub-Contractor to whom the Owner does not make written objection prior to award of contract shall be deemed acceptable to the Owner.

Requests by the bidder for changes of sub-Contractor after the award of contract shall be subject to the Owner's approval and shall not change the contract bid prices.

R. ESTIMATES

Payment for the Work will be made in the following manner and conditions:

The Contractor shall submit monthly estimates of the amount, in its opinion, of the Work completed to date.

The Engineer shall review the monthly estimates, make such changes, as he deems appropriate and total the amount of work completed on the project as of the date submitted.

The Engineer shall then subtract 10% of the total amount of work completed to date, which shall be retained as described below.

The Engineer shall then subtract from the total derived from the paragraph above, all previous payments made to the Contractor for prior monthly estimates. This total amount remaining and due the Contractor for work completed shall be paid to the Contractor by the Owner not less than forty-five (45) days from receipt of the estimate by the Engineer.

The approval of any estimates, or payment made shall not be taken or construed as an acceptance of worth so estimated. The ten percent (10%) remaining unpaid will be retained as a guarantee that the Contractor will faithfully and completely fulfill all of the obligations and conditions imposed by the contract and specifications and will pay any damages caused by reason of any failure on the part of said Contractor to fulfill all the conditions and obligations herein contained. In case the Contractor fails to comply with the terms of these specifications or fails to comply with the orders or directions of the Engineer herein provided for, the Owner reserves the right, and the Contractor hereby assents to the same, of withholding the payment of any monthly estimate until the terms, orders, or directions are complied with to the satisfaction of the Engineer.

Upon completion of this work as required by the contract and to the satisfaction of the Engineer the 10% of monies earned, which are retained, shall be due and payable.

All estimates made prior to the final estimate shall be subject to correction at the time of the final estimate and final payment.

S. CLOSING DOCUMENTS

The following documents, which are part of the bidding documents, shall be properly executed, notarized, and submitted to the Owner before the surety is released or final payment due.

- a. Affidavit of Contractor
- b. Affidavit of Compliance Prevailing Wages
- c. Consent of Surety for Final Payment

T. PLANS AND SPECIFICATIONS

Bidders are advised to examine the plans and specifications for the proposed Work carefully. These are on file at the office of the Clerk of Council of the City of Beachwood. It is expected that every bidder will become familiar the plans and specifications before submitting a bid.

Bidders are also expected to examine the ground or place where the work is to be done and judge for themselves all the circumstances affecting the cost of the work and the time required for its completion before submitting their proposals.

GENERAL CONDITIONS

A. CERTIFICATIONS OF MATERIALS AND CONFORMANCE TO SPECIFICATIONS

Before placing any material in the Work, the Contractor shall furnish the Engineer with a manufacturer's certification that the material to be provided conforms to the required specifications. Each certification shall specify the amount delivered. The delivery of any material or the performance of any labor hereunder which does not, in all respects, conform to the specifications will be rejected. The Contractor shall be notified at once of the rejection and the reason why therefor, which will be confirmed in writing. If the Contractor fails to effect immediate replacement of rejected materials and labor with materials and labor meeting the requirements specified, the City may purchase in the open market replacement materials and labor required, up to the amounts rejected. The Contractor and its surety shall be liable to the Owner for the cost of such materials and labor. The Engineer shall have the right to suspend all or any part of the Work when the Contractor is not doing the Work in accordance with the provisions of the contract.

B. UNACCEPTABLE MATERIALS

All materials not conforming to the requirements of the specifications at the time they are used shall be considered unacceptable and shall be removed immediately from the site of the Work unless otherwise instructed by the Engineer. Materials which have had defects that have been corrected shall not be used until approval has been given. The Engineer shall have authority to remove and replace defective materials and to deduct the cost of removal and replacement from monies due or to become due to the Contractor if the Contractor fails to comply immediately with any order of the Engineer made under the provisions of this section.

C. RELOCATION OF UTILITIES

The Contractor shall make arrangements with any utility company for the relocation of utility poles, underground conduits, gas lines and valves required to be relocated or adjusted, at no cost to the Owner.

D. PROTECTION OF PROPERTY AND WORK

The Contractor shall, at his own expense, support and protect all structures, conduits, wires, trees, water pipes, gas pipe, sewers, pavements, curbing, sidewalks, equipment and fixtures of all kinds and all other public or private property that may be encountered or endangered during construction. Contractor shall repair and make good any damage caused to such property.

The Contractor shall provide proper facilities, take all necessary precautions, and assume the entire cost for protecting the Work against vandalism, weather conditions and for handling all storm and floodwater, sewage, seepage, ice or snow that may be encountered during the performance of the contract.

E. SCHEDULING AND WORK HOURS

The Contractor shall submit a schedule for work to be performed, which must meet with the approval of the Engineer prior to the start of construction. All work on this contract, unless otherwise stated on the plans, will be limited from **7:00 AM to 7:00 PM Monday through**

Friday, except in cases of emergency, and then may be performed only if permission is obtained from the Engineer and adequate lighting facilities are used. **Owner must approve Saturday work in writing. No work will be permitted on Sundays and Holidays except to save property or life, or in case of extraordinary emergency, and then only as authorized or directed by the Engineer.** The Contractor shall schedule the Work for this project to be completed within **365 calendar days** of Notice of Authorization to Proceed.

F. TIME FOR COMPLETION

Work on this contract shall commence within ten (10) working days from the date of Notice of Authorization to Proceed and be completed within **365 calendar days** of Notice of Authorization to Proceed.

The Work shall be carried on with such force, in such manner and order, and at such locations that the whole Work shall be performed within the number of working days as mutually agreed upon for each street, or as may be modified or extended as mutually agreed upon, and as computed from the date of notice to perform. The Contractor shall work continuously until the Work is completed and shall not leave the job site until all the Work is acceptable to the Engineer.

The Contractor acknowledges and agrees that time is of the essence to the contract and that if the Contractor shall fail to complete the Work per street as herein provided within the time fixed, or extended as mutually agreed upon, the Owner may retain as liquidated damages incident to such delay, a portion of the monies which are or may become due said Contractor, and every calendar day the completion of the Work be delayed beyond the time set forth herein for such completion shall constitute an incident of delay.

The Contractor acknowledges and agrees that, inasmuch as the Owner will sustain expenses and inconveniences and other damages in the event that the Contractor fails to perform the Work per street herein specified within the time herein set forth, included but not limited to inconvenience to the public, Engineering expenses, interest charges, wages of clerks, salaries of inspectors, delay caused to other work by failure to perform this contract and other elements, some of which are indefinite and, in some cases, not susceptible to convenient determination, an amount equal to that stated in CMS table 108.07-1.

G. COORDINATION OF PLANS, SPECIFICATIONS, SUPPLEMENTAL SPECIFICATIONS AND SPECIAL PROVISIONS

These specifications, the supplemental specifications, the plans, special provisions, and all supplemental documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete Work.

In case of discrepancy, calculated dimensions will govern over scaled dimensions; specifications will govern over plans; supplemental specifications will govern over specifications and plans.

H. FINAL CLEANUP

Prior to and at the request of the Engineer, the Contractor at its own expense shall make a final clean up of the project to the satisfaction of the Engineer and Municipal Authority.

I. AUTHORITY OF THE ENGINEER

The Engineer will decide all questions that may arise as to the quality and acceptability of materials furnished, work performed and rate of progress. He will decide all questions that may arise as to interpretation of the plans, specifications and other contract documents. He will decide all questions as to the acceptable fulfillment of the contract on the part of the Contractor.

J. LAWS TO BE OBSERVED

The Contractor shall keep fully informed of all Federal, State and local laws, ordinances, and regulations and all orders and decrees of authorities having any jurisdiction or authority, which in any way affect those engaged or employed on the Work, or which in any way affect the conduct of the Work. He shall at all times observe and comply with all such laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the Owner and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by Contractor or its employees.

The Contractor agrees that in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no Contractor or SubContractor, nor any person acting on behalf of such Contractor or SubContractor shall discriminate against any citizen of The United States in the employment of laborers or workers who are qualified and available to perform the Work to which the employment relates, nor discriminate against any such person by reason of race, sex, creed, color or disability, in so far as said disability does not preclude said individual from performing the Work intended.

No Contractor, SubContractor, nor any person on its behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, sex, creed, color or disability.

K. CONTINGENCY QUANTITIES

"As Directed" and/or contingency quantities have been included in the Bid Proposal as part of the Contract for use at locations within the project as directed by the Engineer. The Contractor shall not order materials or perform work for "as Directed" or contingency items unless authorized by the Engineer. The actual work locations and measured quantities used for such items shall be determined in the field.

L. QUANTITIES OF WORK

The quantities of work set forth herein are approximate and the Owner reserves the right to modify them or delete any or all of them upon notice to the Contractor. The Owner may extend the quantities contained herein as may be mutually agreed to by the Contractor. When the accepted quantities of work vary from the quantities in the bid schedule, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract unit prices for the accepted quantities of work done. No allowance will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor resulting either directly from such alterations, or indirectly from unbalanced allocation among the contract items of overhead expense on the part of the bidder causing subsequent loss of expected reimbursements therefore or from any other cause.

M. SCOPE OF PAYMENT

The Contractor shall receive and accept compensation provided for the contract as full payment for furnishing all materials and equipment and for performing all work under the contract in a complete and acceptable manner and for all risk, loss, damage, or expense of whatever character arising out of the nature of the Work or the prosecution thereof.

N. SHOP DRAWINGS

Four (4) copies of all shop drawings, schedules and similar documents, as required, must be furnished to the Engineer. Approval by the Engineer shall in no way relieve the Contractor from responsibility for proper measurements, fitting, and construction of the Work, nor from the necessity of furnishing materials or workmanship required by the Engineer's drawings and specifications, which may not be indicated on shop drawings, etc. when inspected.

O. RESTORATION OF PROPERTY WITHIN WORK LIMITS

The Contractor is cautioned that private landscape features such as but not limited to lawn sprinklers, split rail fences, hedges, flowerbeds, decorative electric or gas light poles, etc. are located within the project's work limits, which may interfere with work. It shall be the Contractor's responsibility to visit the site and determine the elements of landscape features that will interfere with work prior to bid submittal. The Contractor shall be responsible to protect and remove, store and re-install any landscape feature that will interfere with the Work. The Contractor shall be responsible to coordinate with utility companies, such as gas or electric, the temporary disconnection of service as necessary. After completion of the project's construction and before final acceptance, the Contractor shall restore such removed property to condition similar or equal to that existing by repairing, rebuilding, re-connection of utility services or otherwise restore as directed and in an acceptable manner to the Owner.

By submitting a bid, the Contractor certifies he has visited the project site and has determined for himself the landscape items that will interfere with work and may in any manner affect cost, progress or performance of work.

This work shall be considered a subsidiary obligation of the Contractors whose payment shall be included with all other contract prices.

DETAILED SPECIFICATIONS

1. Unless modified by the Project Specifications, Plan Notes, Plan Details or Ordinances of the City of Beachwood, construction materials and procedures shall be in accordance with the 2019 State of Ohio, Department of Transportation (ODOT), Construction and Materials Specifications (CMS). If conflicts occur, the Engineer shall determine the governing authority. The contractor shall keep a current copy of the CMS on site.

The latest edition of the "American Society of Testing Materials" manual, including all General Provisions contained therein, shall be included in this project unless specifically amended hereinafter. All references to "A.S.T.M" or ASTM Specifications shown herein refer to items in said specifications.

Sanitary and storm sewer installations shall be in accordance with the latest edition of the following documents:

- Uniform Standards for Sewerage Improvements
- County of Cuyahoga Sanitary Engineering Division Rules and Regulations
- Uniform Standard Sewer Details
- General County Sewer Notes

The work contemplated under the contract for **Timberlane / Green Sanitary Relief Sewer Phase 1** shall include the furnishing of all material, labor, superintendence, tools, and services for and incidental to the improvements proposed by this contract as specified herein.

2. SCOPE OF WORK

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

1. Installation of sanitary relief sewer along Green Road beginning at Ranch Road and continuing along Campus Road to Cedar Road.

Bidders are expected to examine the ground or place where the work is to be done and judge for themselves all the circumstances affecting the ease of the work and the time required for completion before submitting their bids.

Mark Envelope: **TIMBERLANE/GREEN SANITARY RELIEF SEWER PHASE 1**

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

DATE OF COMPLETION: 365 DAYS FROM ISSUANCE OF NOTICE TO PROCEED _____

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

BASE BID TOTAL =

UNIT PRICE CONTRACT

For the Timberlane/Green Sanitary Relief Sewer Phase 1 Project in the City of Beachwood, Cuyahoga County, Ohio, in accordance with the plans and specifications.

REF. NO.	ITEM NUMBER	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE ESTIMATED DOLLARS I CTS	TOTAL PROJECT AMOUNT ESTIMATED DOLLARS I CTS
ROADWAY						
1	201	CLEARING AND GRUBBING	LS	1	\$ -	\$ -
2	202	PIPE REMOVED, 24" AND UNDER	FT	380	\$ -	\$ -
3	202	STRUCTURE REMOVED	EA	5	\$ -	\$ -
4	202	CATCH BASIN OR INLET REMOVED	EA	5	\$ -	\$ -
5	202	MANHOLE ABANDONED, AS PER PLAN	EA	5	\$ -	\$ -
6	202	WALK REMOVED, AS PER PLAN	SF	3000	\$ -	\$ -
7	202	CURB REMOVED, AS PER PLAN	FT	500	\$ -	\$ -
8	202	ABANDON MISC.: PIPE 24" AND UNDER	FT	890	\$ -	\$ -
9	451	REINFORCED CONCRETE PAVEMENT, MISC.: 6" FIBER REIN. CONC. PAV'T, CLASS QC MS (APRONS/DRIVES)	SY	425	\$ -	\$ -
10	608	5" CONCRETE WALK, AS PER PLAN	SF	3000	\$ -	\$ -
11	608	WALKWAY, MISC.: CURB RAMP	EA	2	\$ -	\$ -
12	609	CURB, TYPE 6, CLASS QC MS, AS PER PLAN	FT	500	\$ -	\$ -
13	SPECIAL	RIGID BULKHEAD	EA	6	\$ -	\$ -
14	SPECIAL	POTHOLING	EA	4	\$ -	\$ -
ROADWAY SUBTOTAL =					\$	\$
EROSION CONTROL						

REF. NO.	ITEM NUMBER	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE ESTIMATED DOLLARS I CTS	TOTAL PROJECT AMOUNT ESTIMATED DOLLARS I CTS
15	SPECIAL	LAWN RESTORATION, AS PER PLAN	SY	800	\$ -	\$ -
16	SPECIAL	EROSION & SEDIMENT CONTROL	LS	1	\$ -	\$ -
EROSION CONTROL SUBTOTAL =						\$ -
DRAINAGE						
17	605	6" SHALLOW PIPE UNDERDRAINS	FT	425	\$ -	\$ -
18	611	6" CONDUIT, TYPE F FOR UNDERDRAIN OUTLETS	FT	40	\$ -	\$ -
19	611	12" CONDUIT, TYPE B, AS PER PLAN, 706.02	FT	25	\$ -	\$ -
20	611	CATCH BASIN, NO. 3A, AS PER PLAN	EA	5	\$ -	\$ -
21	SPECIAL	CATCH BASIN CLEANING, AS DIRECTED	EA	5	\$ -	\$ -
DRAINAGE SUBTOTAL =						\$ -
SANITARY SEWER						
22	611	12" CONDUIT, TYPE B, AS PER PLAN, 748.02	FT	8	\$ -	\$ -
23	611	18" CONDUIT, TYPE B, AS PER PLAN, 748.01	FT	10	\$ -	\$ -
24	611	18" CONDUIT, TYPE B, AS PER PLAN, 707.48	FT	350	\$ -	\$ -
25	611	MANHOLE, MISC.: PRECAST 48" DIA. MANHOLE	EA	2	\$ -	\$ -
26	611	MANHOLE, MISC.: PRECAST 60" DIA. DROP MANHOLE	EA	2	\$ -	\$ -
27	611	MANHOLE, MISC.: PRECAST MANHOLE WITHIN INSTALLATION PIT (AUGER BORING)	EA	6	\$ -	\$ -
28	611	MANHOLE, MISC.: PRECAST MANHOLE WITHIN RECEIVING PIT (AUGER BORING)	EA	7	\$ -	\$ -
29	SPECIAL	TRENCHLESS AUGER BORE, 18" PVC SANITARY SEWER WITHIN 30" STEEL CASING PIPE	FT	3245	\$ -	\$ -
30	SPECIAL	SEWER LATERAL REPAIR, AS DIRECTED	FT	150	\$ -	\$ -
31	SPECIAL	SEWER LATERAL INSPECTION	EA	400	\$ -	\$ -
32	SPECIAL	FLOW CHANNEL RECONSTRUCTION	EA	2	\$ -	\$ -
33	SPECIAL	SANITARY SEWER BYPASS PUMPING (FLOW CONTROL)	LS	1	\$ -	\$ -
34	SPECIAL	SEWER STRUCTURE PSTM/PSAIN-1	LS	1	\$ -	\$ -
SANITARY SEWER SUBTOTAL =						\$ -
PAVEMENT						
35	SPECIAL	FULL DEPTH PAVEMENT REMOVAL AND REPLACEMENT	SY	800	\$ -	\$ -
PAVEMENT SUBTOTAL =						\$ -
TRAFFIC CONTROL						
36	630	SIGNING, MISC.: SIGN REMOVAL & REERECTION	LS	1	\$ -	\$ -
37	642	PAVEMENT MARKING, MISC.: PAVEMENT MARKING RESTORATION	LS	1	\$ -	\$ -
TRAFFIC CONTROL SUBTOTAL =						\$ -
WATER WORKS						
38	202	PIPE REMOVED, 24" AND UNDER (WATER MAIN)	FT	26	\$ -	\$ -
39	202	VALVE BOX REMOVED	EA	2	\$ -	\$ -
40	202	ABANDON MISC.: PIPE 24" AND UNDER (WATER MAIN)	FT	26	\$ -	\$ -
41	638	8" WATER MAIN DUCTILE IRON PIPE ANSI CLASS 52, BOLTLESS - RESTRAINED JOINTS AND FITTINGS	FT	58	\$ -	\$ -
42	638	12" WATER MAIN DUCTILE IRON PIPE ANSI CLASS 52, BOLTLESS - RESTRAINED JOINTS AND FITTINGS	FT	5	\$ -	\$ -

REF. NO.	ITEM NUMBER	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE ESTIMATED DOLLARS CTS	TOTAL PROJECT AMOUNT ESTIMATED DOLLARS CTS
43	638	8" GATE VALVE AND VALVE BOX	EA	1	\$ -	\$ -
44	638	WATER WORK, MISC.: CUTTING-IN TEE W/ 8" GATE VALVE AND VALVE BOX	EA	1	\$ -	\$ -
45	638	WATER WORK, MISC.: RETAP AND RECONNECT WATER SERVICE CONNECTION, AS DIRECTED	EA	2	\$ -	\$ -
46	638	WATER WORK, MISC.: ADDITIONAL 8" WATER MAIN FITTINGS, AS DIRECTED	EA	2	\$ -	\$ -
47	SPECIAL	CITY OF CLEVELAND WATER DEPARTMENT CHARGES ALLOWANCE	ALLOW	1	\$ 2,845.07	\$ 2,845.07
WATER WORKS SUBTOTAL =						
MAINTENANCE OF TRAFFIC						
48	614	LAW ENFORCEMENT OFFICER WITH PATROL CAR FOR ASSISTANCE	HOUR	24	\$ -	\$ -
49	614	DETOUR SIGNING	LS	1	\$ -	\$ -
50	614	PORTABLE CHANGEABLE MESSAGE SIGN, AS PER PLAN	SNMT	8	\$ -	\$ -
51	614	WORK ZONE CENTER LINE, CLASS I	MILE	0.48	\$ -	\$ -
52	614	WORK ZONE EDGE LINE, CLASS I, 4"	MILE	0.58	\$ -	\$ -
53	614	WORK ZONE STOP LINE, CLASS I	FT	10	\$ -	\$ -
MAINTENANCE OF TRAFFIC SUBTOTAL =						
INCIDENTALS						
54	614	MAINTAINING TRAFFIC	LS	1	\$ -	\$ -
55	623	CONSTRUCTION LAYOUT STAKES AND SURVEYING	LS	1	\$ -	\$ -
56	624	MOBILIZATION	LS	1	\$ -	\$ -
57	SPECIAL	PRECONSTRUCTION VIDEO	LS	1	\$ -	\$ -
58	SPECIAL	AS-BUILT DRAWINGS	LS	1	\$ -	\$ -
59	SPECIAL	UTILITY ALLOWANCE, AS DIRECTED	ALLOW	1	\$ 25,000.00	\$ 25,000.00
60	SPECIAL	CONTINGENCY ALLOWANCE	ALLOW	1	\$ 50,000.00	\$ 50,000.00
INCIDENTALS SUBTOTAL =						
BASE BID - TOTAL =						

DETERMINATION OF AWARD OF BASE BID VS ALTERNATE BID WILL BE MADE BY THE OWNER, ACTING UPON THE ENGINEER'S RECOMMENDATIONS, FOR THE BEST INTEREST OF THE PROJECT, COMMENSURATE WITH AVAILABLE FUNDS. FOR THE PURPOSE OF FIXING THE AMOUNT OF THE BOND REQUIRED WITH THIS BID, AND THE AMOUNT OF THE SURETY BOND, THE AMOUNT OF THE BOND SHALL BE BASED UPON THE TOTAL AMOUNT OF THE HIGHER OF THE TWO BID FORMS. BIDDERS MAY SUBMIT PROPOSALS FOR THE BASE BID ONLY, ALTERNATE ONLY, OR BOTH.

ALTERNATE BID FORM

See attached.

Mark Envelope: TIMBERLANE/GREEN SANITARY RELIEF SEWER PHASE 1 (ALTERNATE)

To the Clerk:

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

DATE OF COMPLETION: 365 DAYS FROM ISSUANCE OF NOTICE TO PROCEED

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

ALTERNATE BID TOTAL =

UNIT PRICE CONTRACT

For the Timberlane/Green Sanitary Relief Sewer Phase 1 Project in the City of Beachwood, Cuyahoga County, Ohio, in accordance with the plans and specifications.

REF. NO.	ITEM NUMBER	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE ESTIMATED DOLLARS/CTS	TOTAL PROJECT AMOUNT ESTIMATED DOLLARS/CTS
ROADWAY						
1	201	CLEARING AND GRUBBING	LS	1	\$ -	\$ -
2	202	PIPE REMOVED, 24" AND UNDER	FT	380	\$ -	\$ -
3	202	STRUCTURE REMOVED	EA	5	\$ -	\$ -
4	202	CATCH BASIN OR INLET REMOVED	EA	10	\$ -	\$ -
5	202	MANHOLE ABANDONED, AS PER PLAN	EA	5	\$ -	\$ -
6	202	WALK REMOVED, AS PER PLAN	SF	7200	\$ -	\$ -
7	202	CURB REMOVED, AS PER PLAN	FT	2100	\$ -	\$ -
8	202	ABANDON MISC.: PIPE 24" AND UNDER	FT	890	\$ -	\$ -
9	451	REINFORCED CONCRETE PAVEMENT, MISC.: 6" FIBER REIN. CONC. PAVT, CLASS QC MS (APRONS/DRIVES)	SY	940	\$ -	\$ -
10	451	REINFORCED CONCRETE PAVEMENT, MISC.: 8" FIBER REIN. CONC. PAVT, CLASS QC MS (APRONS/DRIVES)	SY	350	\$ -	\$ -
11	608	5" CONCRETE WALK, AS PER PLAN	SF	7200	\$ -	\$ -
12	608	WALKWAY, MISC.: CURB RAMP	EA	7	\$ -	\$ -
13	609	CURB, TYPE 6, CLASS QC MS, AS PER PLAN	FT	2100	\$ -	\$ -
14	623	MONUMENT ASSEMBLY ADJUSTED TO GRADE, AS PER PLAN	EA	1	\$ -	\$ -
15	SPECIAL	RIGID BULKHEAD	EA	6	\$ -	\$ -
16	SPECIAL	POTHOLING	EA	4	\$ -	\$ -
ROADWAY SUBTOTAL =					\$	\$

REF. NO.	ITEM NUMBER	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE ESTIMATED DOLLARS/CTS	TOTAL PROJECT AMOUNT ESTIMATED DOLLARS/CTS
EROSION CONTROL						
17	SPECIAL	LAWN RESTORATION, AS PER PLAN	SY	1600	\$ -	\$ -
18	SPECIAL	EROSION & SEDIMENT CONTROL	LS	1	\$ -	\$ -
EROSION CONTROL SUBTOTAL =					\$	\$
DRAINAGE						
19	605	6" SHALLOW PIPE UNDERDRAINS	FT	1950	\$ -	\$ -
20	611	6" CONDUIT, TYPE F FOR UNDERDRAIN OUTLETS	FT	100	\$ -	\$ -
21	611	12" CONDUIT, TYPE B, AS PER PLAN, 706.02	FT	55	\$ -	\$ -
22	611	CATCH BASIN, NO. 3A, AS PER PLAN	EA	10	\$ -	\$ -
23	611	CATCH BASIN ADJUSTED TO GRADE, AS PER PLAN	EA	2	\$ -	\$ -
24	611	MANHOLE ADJUSTED TO GRADE, AS PER PLAN	EA	29	\$ -	\$ -
25	SPECIAL	CATCH BASIN CLEANING, AS DIRECTED	EA	5	\$ -	\$ -
DRAINAGE SUBTOTAL =					\$	\$
SANITARY SEWER						
26	611	12" CONDUIT, TYPE B, AS PER PLAN, 748.02	FT	8	\$ -	\$ -
27	611	18" CONDUIT, TYPE B, AS PER PLAN, 748.01	FT	10	\$ -	\$ -
28	611	18" CONDUIT, TYPE B, AS PER PLAN, 707.48	FT	2468	\$ -	\$ -
29	611	MANHOLE, MISC.: PRECAST 48" DIA. MANHOLE	EA	11	\$ -	\$ -
30	611	MANHOLE, MISC.: PRECAST 60" DIA. DROP MANHOLE	EA	2	\$ -	\$ -
31	611	MANHOLE, MISC.: PRECAST MANHOLE WITHIN INSTALLATION PIT (AUGER BORING)	EA	2	\$ -	\$ -
32	611	MANHOLE, MISC.: PRECAST MANHOLE WITHIN RECEIVING PIT (AUGER BORING)	EA	2	\$ -	\$ -
33	SPECIAL	TRENCHLESS AUGER BORE, 18" PVC SANITARY SEWER WITHIN 30" STEEL CASING PIPE	FT	933	\$ -	\$ -
34	SPECIAL	SEWER LATERAL REPAIR, AS DIRECTED	FT	150	\$ -	\$ -
35	SPECIAL	SEWER LATERAL INSPECTION	EA	35	\$ -	\$ -
36	SPECIAL	FLOW CHANNEL RECONSTRUCTION	EA	2	\$ -	\$ -
37	SPECIAL	SANITARY SEWER BYPASS PUMPING (FLOW CONTROL)	LS	1	\$ -	\$ -
38	SPECIAL	SEWER STRUCTURE PSTM/PSAN-1	LS	1	\$ -	\$ -
SANITARY SEWER SUBTOTAL =					\$	\$
PAVEMENT						
39	254	PAVEMENT PLANING, ASPHALT CONCRETE, 3 INCH	SY	7050	\$ -	\$ -
40	407	NON-TRACKING TACK COAT (0.1 GAL./SY)	GAL	1410	\$ -	\$ -
41	424	FINE GRADED POLYMER ASPHALT CONCRETE, TYPE B, 1 INCH, AS PER PLAN	CY	200	\$ -	\$ -
42	448	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, (448), 2 INCH, AS PER PLAN	CY	400	\$ -	\$ -
43	SPECIAL	FULL DEPTH PAVEMENT REMOVAL AND REPLACEMENT, CAMPUS ROAD	SY	150	\$ -	\$ -
44	SPECIAL	FULL DEPTH PAVEMENT REMOVAL AND REPLACEMENT, SOUTH GREEN ROAD	SY	1200	\$ -	\$ -
PAVEMENT SUBTOTAL =					\$	\$
TRAFFIC CONTROL						
45	630	SIGNING, MISC.: SIGN REMOVAL & REERECTION	LS	1	\$ -	\$ -

REF. NO.	ITEM NUMBER	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE ESTIMATED DOLLARS CTS	TOTAL PROJECT AMOUNT ESTIMATED DOLLARS CTS
46	642	PAVEMENT MARKING, MISC.: PAVEMENT MARKING RESTORATION	LS	1	\$ -	\$ -
TRAFFIC CONTROL SUBTOTAL =						\$ -
WATER WORKS						
47	202	PIPE REMOVED, 24" AND UNDER (WATER MAIN)	FT	26	\$ -	\$ -
48	202	VALVE BOX REMOVED	EA	2	\$ -	\$ -
49	202	ABANDON MISC.: PIPE 24" AND UNDER (WATER MAIN)	FT	26	\$ -	\$ -
50	638	VALVE BOX ADJUSTED TO GRADE, AS PER PLAN	EA	10	\$ -	\$ -
51	638	8" WATER MAIN DUCTILE IRON PIPE ANSI CLASS 52, BOLTLESS - RESTRAINED JOINTS AND FITTINGS	FT	58	\$ -	\$ -
52	638	12" WATER MAIN DUCTILE IRON PIPE ANSI CLASS 52, BOLTLESS - RESTRAINED JOINTS AND FITTINGS	FT	5	\$ -	\$ -
53	638	8" GATE VALVE AND VALVE BOX	EA	1	\$ -	\$ -
54	638	WATER WORK, MISC.: CUTTING-IN TEE W/ 8" GATE VALVE AND VALVE BOX	EA	1	\$ -	\$ -
55	638	WATER WORK, MISC.: RETAP AND RECONNECT WATER SERVICE CONNECTION, AS DIRECTED	EA	2	\$ -	\$ -
56	638	WATER WORK, MISC.: ADDITIONAL 8" WATER MAIN FITTINGS, AS DIRECTED	EA	2	\$ -	\$ -
57	SPECIAL	CITY OF CLEVELAND WATER DEPARTMENT CHARGES ALLOWANCE	ALLOW	1	\$ 2,845.07	\$ 2,845.07
WATER WORKS SUBTOTAL =						\$ -
MAINTENANCE OF TRAFFIC						
58	614	LAW ENFORCEMENT OFFICER WITH PATROL CAR FOR ASSISTANCE	HOUR	24	\$ -	\$ -
59	614	DETOUR SIGNING	LS	1	\$ -	\$ -
60	614	PORTABLE CHANGEABLE MESSAGE SIGN, AS PER PLAN	SNMT	8	\$ -	\$ -
61	614	WORK ZONE CENTER LINE, CLASS I	MILE	0.48	\$ -	\$ -
62	614	WORK ZONE EDGE LINE, CLASS I, 4"	MILE	0.58	\$ -	\$ -
63	614	WORK ZONE STOP LINE, CLASS I	FT	10	\$ -	\$ -
MAINTENANCE OF TRAFFIC SUBTOTAL =						\$ -
INCIDENTALS						
64	614	MAINTAINING TRAFFIC	LS	1	\$ -	\$ -
65	623	CONSTRUCTION LAYOUT STAKES AND SURVEYING	LS	1	\$ -	\$ -
66	624	MOBILIZATION	LS	1	\$ -	\$ -
67	SPECIAL	PRECONSTRUCTION VIDEO	LS	1	\$ -	\$ -
68	SPECIAL	AS-BUILT DRAWINGS	LS	1	\$ -	\$ -
69	SPECIAL	UTILITY ALLOWANCE, AS DIRECTED	ALLOW	1	\$ 25,000.00	\$ 25,000.00
70	SPECIAL	CONTINGENCY ALLOWANCE	ALLOW	1	\$ 50,000.00	\$ 50,000.00
INCIDENTALS SUBTOTAL =						\$ -
ALTERNATE BID - TOTAL =						\$ -

DETERMINATION OF AWARD OF BASE BID VS ALTERNATE BID WILL BE MADE BY THE OWNER, ACTING UPON THE ENGINEER'S RECOMMENDATIONS, FOR THE BEST INTEREST OF THE PROJECT, COMMENSURATE WITH AVAILABLE FUNDS. FOR THE PURPOSE OF FIXING THE AMOUNT OF THE BOND REQUIRED WITH THIS BID, AND THE AMOUNT OF THE SURETY BOND, THE AMOUNT OF THE BOND SHALL BE BASED UPON THE TOTAL AMOUNT OF THE HIGHER OF THE TWO BID FORMS. BIDDERS MAY SUBMIT PROPOSALS FOR THE BASE BID ONLY, ALTERNATE ONLY, OR BOTH.

EXECUTED AT: _____ THIS _____ DAY OF _____, 2023

BY: _____
(SIGN IN INK)

TITLE: _____
(OWNER, PARTNER, OR CORPORATE OFFICER)

VENDOR (PLEASE FILL IN):

NAME

PHONE

FAX

eMAIL

CITY, STATE & ZIP CODE

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

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

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

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

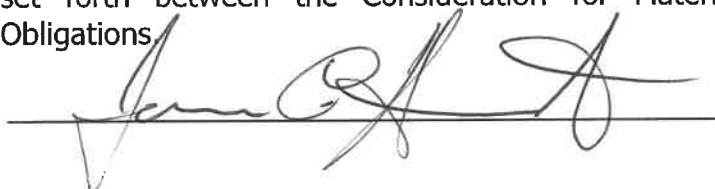
1. CONSIDERATION FOR MATERIALS (MATERIAL incorporated into a structure or improvement on and becoming a part of real property)

\$ \$157,170.00

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

\$ \$4,429,031.17

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

 Signature of bidder

NON-COLLUSION AFFIDAVIT

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

STATE OF OHIO)
) SS
COUNTY OF CUYAHOGA)

James C. Harrington

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

Mike Dempsey, President
19589 Stroughton Dr., Strongsville, OH 44149

James C. Harrington, Vice President
1072 Nicholson Ave., Lakewood, OH 44107


Signature

Sworn to and subscribed in my presence this 21 day of September, 2023

(Notary Seal)



Alisa Gotic
Notary Public, State of Ohio
My Commission Expires:
08/22/2028


Notary Public

STATEMENT REGARDING PERSONAL PROPERTY TAXES

I, James C. Harrington, Vice President
(Name) (Owner, President, Etc.)

of CATTS Construction, Inc. do hereby certify that this firm or person
is not delinquent in the filing and/or payment of
personal property taxes in Cuyahoga
(insert is or is not)
County.

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

Signed

Name of Firm CATTS Construction, Inc.

Address 21223 Aurora Road

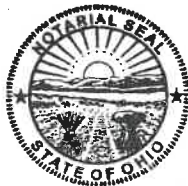
Warrensville Hts., OH 44146

Telephone (440) 540-4730

State of Ohio)
) SS
County of Cuyahoga)

Sworn to and subscribed in my presence this 21 day of September, 2023

(Notary Seal)



Alisa Gotic
Notary Public, State of Ohio
My Commission Expires:
08/22/2028

A handwritten signature in blue ink, appearing to read "Alisa Gotic", written over a horizontal line.

Notary Public

Note: Statement Regarding Personal Property Taxes in Cuyahoga County.

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

**INFORMATION SHOWING QUALIFICATIONS
OF BIDDER**

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

<u>Michael W. Dempsey, President</u>	<u>19589 Stroughton Dr., Strongsville, OH 44149</u>
--------------------------------------	---

<u>James C. Harrington, Vice President</u>	<u>1072 Nicholson Ave., Lakewood, OH 44107</u>
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If bidder is a corporation or LCC, bidder states that the name of state in which incorporated or constituted and the date of said incorporation or constitution is:

Ohio

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

N/A

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

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

See attached.

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

See attached.

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

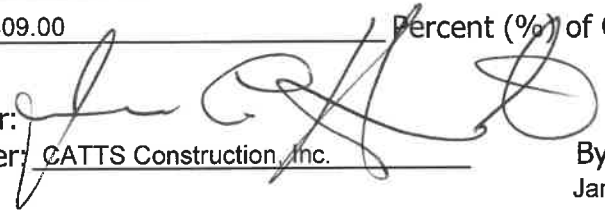
See attached.


Signature of Bidder

LISTING OF SUBCONTRACTORS

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

1. Name of Subcontractor: Great Lakes Pipe Lines Services
Address: 6210 Barberton Ave
City Cleveland State: OH Telephone: 440-930-8111
Description and/or Items of Work: Air Test Pipe, CCTV Pipe, Catch Basin Cleaning Vacuum, Test Manholes
Amount: \$ 16,065.00 Percent (%) of Contract: 0.35%
2. Name of Subcontractor: Riley Contracting, Inc.
Address: 2835 US 250 South
City Norwalk State: OH Telephone: 419-668-8482
Description and/or Items of Work: Bore Sewer
Amount: \$ 931,134.00 Percent (%) of Contract: 20.3%
3. Name of Subcontractor: Cole Burton Contractors
Address: 5335 Avion Park Drive
City Highland Heights State: OH Telephone: 440-564-1011
Description and/or Items of Work: Asphalt Paving
Amount: \$ 177,650.00 Percent (%) of Contract: 3.9%
4. Name of Subcontractor: A&A Safety
Address: 16000 Miles Avenue
City Cleveland State: OH Telephone: 216-283-8040
Description and/or Items of Work: MOT
Amount: \$ 45,809.00 Percent (%) of Contract: 1%

Signature of Bidder: 

Bidder: CATTS Construction, Inc.

By:

Title: VP
James C. Harrington

CITY OF BEACHWOOD
S/W/M BUSINESS ENTERPRISE PARTICIPATION REPORT

PROJECT TITLE: TIMBERLANE GREEN SANITARY RELIEF SEWER P1 - Rebid

PROJECT GROSS AMOUNT: \$4,586,201.17

S/W/MBE INFORMATION:

Name: Cole Burton Contractors

Address: 5335 Avion Park Drive

City: Highland Heights

E-Mail: sales@cole-burton.com

Phone Number: 440-564-1011

Trade: Road and bridge construction

Amount of Bid Award: \$177,650.00

S/W/MBE INFORMATION:

Name: A&A Safety

Address: 16000 Miles Avenue

City: Cleveland

E-Mail: sales@aasafetyinc.com

Phone Number: 216-283-8040

Trade: MOT

Amount of Bid Award: \$45,809.00

CITY OF BEACHWOOD
S/W/M BUSINESS ENTERPRISE PARTICIPATION REPORT

S/W/MBE INFORMATION:

Name: _____

Address: _____

City: _____

E-Mail: _____

Phone Number: _____

Trade: _____

Amount of Bid Award: _____

S/W/MBE INFORMATION:

Name: _____

Address: _____

City: _____

E-Mail: _____

Phone Number: _____

Trade: _____

Amount of Bid Award: _____


CITY OF BEACHWOOD
S/W/M BUSINESS ENTERPRISE PARTICIPATION REPORT

IN THE EVENT THAT THERE ARE NO S/W/MBE'S WORKING ON THE PROJECT,
PROVIDE NARRATIVE EXPLANATION:

N/A

IN WITNESS WHEREOF, the undersigned has set their hand this 21st day of
September, 2023.

CONTRACTOR NAME: CATTS Construction, Inc.

By: 

Title: Vice President

LABOR AND MATERIAL BOND

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

a _____, hereinafter designated as the
(Corporation, Partnership or Individual)
"Principal" a Contract Agreement, a copy of which is hereto attached and made part hereof for
the construction of: _____

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

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

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

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

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

WITNESS OUR SIGNATURES this ____ day of _____ A.D., 2023

Principal

Surety

CERTIFICATION OF COMPLIANCE WITH O.R.C. 3517.13

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

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

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

CERTIFICATION OF COMPLIANCE WITH O.R.C. 3517.13

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

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

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

ON BEHALF OF COMPANY:

DATE SIGNED:

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

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


CERTIFICATION OF COMPLIANCE WITH O.R.C. 3517.13

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

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

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

ON BEHALF OF COMPANY: CATTS Construction, Inc. DATE SIGNED: 9-21-2023


James C. Harrington, Vice President

09/21/2023

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

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

STATEMENT OF NON-DISCRIMINATION

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

By:



President/Official Representative
James C. Harrington, VP

Date:

09/21/2023

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____

_____, as Principal and _____, as

Sureties, are hereby held and firmly bound unto the City of Beachwood, Ohio, in the penal sum of _____ Dollars (\$ _____), for the payment which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal did on the day of _____, 2023, enter into a contract with the City of Beachwood, Ohio, for the " _____ (Project)" which said contract is made a part of this bond the same as though set forth herein;

Now, if the said Principal, _____, shall well and faithfully do and perform the things agreed by the Principal to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans or specifications thereof shall in any way affect the obligations of said Surety on its bond.

PROVIDED FURTHER, that no final settlement between the City of Beachwood, Ohio and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Signed this ____ day of _____, 2023.

Witness of Principal

PRINCIPAL: _____

By _____

Title: _____

SURETY: _____

Witness of Attorney-in-Fact

By: _____
Attorney-in-Fact
(Must be in Ohio)

(Facsimile signatures are not acceptable)

FINDINGS FOR RECOVERY CERTIFICATION

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



SIGNATURE

James C. Harrington
PRINTED NAME

Vice President
TITLE

09/21/2023
DATE

CLEVELAND

AFFIDAVIT OF (SUB ORIGINAL) CONTRACTOR

.....Ohio, 2006

STATE OF OHIO, COUNTY, ss:

being first duly sworn, says that he is

President of the

Sub }

Original } contractor having a contract with

the

for situated

on or around or in front of the following described property:

whereof was the owner, part owner or lessee.

Affiant further says that the following shows the names of every sub-contractor in the employ of said giving the amount, if any, which is due, or to become due, to them, or any of them, for work done or machinery, material or fuel furnished to date hereof, under said contracts.

NOTE: This statement must be accompanied by a similar sworn statement signed by each of the sub-contractors listed below.

SUB-CONTRACTORS

NAME	TRADE	Amount due or to become due for work and material furnished to date hereof.

Said affiant further says that the following shows the names of every person furnishing machinery, material or fuel to giving the amount, if any, which is due, or to become due, to them or any of them, for machinery, material or fuel furnished to date hereof, under said contracts.

MATERIAL MEN

NAME	TRADE	Amount due or to become due for work and material furnished to date hereof.

Said affiant further says that the following shows the names of every unpaid laborer in the employ of furnishing labor under said contract, giving the amount, if any, which is due, or to become due for labor done to date hereof:

Note: If the fact is that every laborer has been paid in full, then recite: "Every laborer has been paid in full".
If not, then give each unpaid laborer's name and the amount due or to become due.

LABOR

NAME	HOURS	Amount due or to become due for labor furnished to date hereof.	

That the amounts due or to become due to said sub-contractors, material men and laborers, for work done, or machinery, material or fuel furnished to the date hereof, to _____ is fully and correctly set forth opposite their names, respectively, in the aforesaid statements, and further evidenced by certificates of every person furnishing machinery, material or fuel, hereto attached, and made a part hereof.

Affiant further says that _____ has not employed or purchased or procured machinery, material or fuel from, or sub-contracted with any person, firm or corporation, other than those above mentioned, and owes for no labor performed, or machinery, material or fuel furnished under said contracts, other than above set forth.

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE, at _____ Ohio, this _____ day of _____ A.D., 2006.

Notary Public

CERTIFICATE OF MATERIAL MEN

_____, Ohio, _____ 2006

The undersigned certify that to the date hereof they have furnished machinery, material or fuel as set out herein to _____ for _____

_____ situated on or around or in front of the property described in the foregoing affidavit; that the nature of said machinery, material or fuel furnished, the date when they commenced furnishing the same and the amount now due or owing to each of them, is correctly stated and set opposite their respective names or they have been paid in full, if so acknowledged hereon.

NAME	Machinery, materials or fuel and nature of the same.	Commenced Furnishing	Amount due or to become due to date hereof.

**Affidavit of Compliance
PREVAILING WAGES**

I, _____
(Name of person signing affidavit)(Title)

do hereby certify that the wages paid to all employees of

(Company Name)

for all hours worked on the

(Project name and location)

project, during the following period from _____ to _____ are in
(Project Dates)

compliance with prevailing wage requirements of Chapter 4115 of the Ohio Revised Code. I further certify that no rebates or deductions have been or will be made, directly or indirectly, from any wages paid in connection with this project, other than those provided by law.

- _____
(Signature of Officer or Agent)

Sworn to and subscribed in my presence this _____ day of _____ 2006.

(Notary Public)

The above affidavit must be executed and sworn to by the officer or agent of the contractor or subcontractor who supervises the payment of employees. This affidavit must be submitted to the owner (public authority) before the surety is released or final payment due under the terms of the contract is made.

LAW1003

**CONSENT OF SURETY
For Final Payment**

Project Name _____
Location _____
Project No. _____ Contract No. _____
Type of Contract _____
Amount of Contract _____

In accordance with the provisions of the above name contract between the Owner and the Contractor, the following names surety:

on the Payment Bond of the following name Contractor:

hereby approves of final payment to the Contractor, and further agrees that said final payment to the Contractor shall not relieve the Surety Company named herein of any of its obligations to the following named Owner: as set forth in said Surety company's bond:

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this _____ day of _____, 2006

(Affix corporate
seal here)

(Name of Surety Company)

(Signature of Authorized Representative)

TITLE _____

CONTRACT BETWEEN THE CITY OF BEACHWOOD AND **CONTRACTOR COMPANY
FOR THE "TIMBERLANE / GREEN SANITARY RELIEF SEWER PHASE 1" PROJECT**

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

WITNESSETH:

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

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

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

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

SECTION 1. SCOPE OF WORK

CONTRACTOR shall furnish, deliver, provide and fully pay for all labor, materials, tools and equipment and all related services as may be necessary or required to perform in a good and workmanlike manner and to fully complete the **TIMBERLANE / GREEN SANITARY RELIEF SEWER PHASE 1** ("Project") for the City of Beachwood, in compliance with the plans and specifications on file with the Clerk of Council of the City of Beachwood, which are incorporated herein by reference.

The work shall commence within ten (10) working days from the date of Notice of Authorization to Proceed and be completed within **365 calendar days** of the Notice of Authorization to Proceed. No sub-contracting and no deviation shall be allowed with respect to changes in scope of work or in costs or in any other respect, unless prior administrative approval in the form of a written Change Order is

obtained in advance from the City and is executed by the City Engineer, the Service Director and Finance Director acting within their authority, absent emergency circumstances jeopardizing the public health, safety or welfare in which event the City can waive this requirement.

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

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

SECTION 2. CONTRACT PRICE

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

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

SECTION 3. INDEMNIFICATION

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

The CONTRACTOR shall take out and maintain during the life of the Contract, such public Liability (Bodily Injury and Property Damage) Insurance as shall protect CONTRACTOR and any subcontractors performing work covered by the Contract from claims for damages, for personal injury, including

accidental death, as well as from claims for property damage which may arise from operations under the Contract, whether such operation be by itself or by anyone directly or indirectly employed by either of them. The CONTRACTOR shall maintain coverage of the types and in the amounts as specified below. The policy shall name the City as an additional insured and the City shall be a certificate holder. Proof of such insurance coverage shall be evidenced by submitting a certificate of insurance listing the City as an additional insured.

The amounts of such coverage shall be as follows:

BODILY INJURY LIABILITY

EACH PERSON	\$1,000,000.
EACH ACCIDENT	\$2,000,000.

PROPERTY DAMAGE LIABILITY

EACH ACCIDENT	\$1,000,000.
---------------	--------------

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

SECTION 4. WARRANTY

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

SECTION 5. COMPLIANCE WITH LAW

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

SECTION 6. COMPONENT PARTS OF CONTRACT

This Contract consists of this instrument and the component parts attached hereto, all of which are incorporated herein as if fully rewritten, numbered and signed by the parties. Such documents, unless

waived in writing by the Law Director, shall include, but are not limited to, plans and drawings, specifications, warranties, performance bond approved by the City Law Director, proof of satisfactory liability insurance, proof of workers' compensation coverage, the laws of Ohio, the laws of the City of Beachwood, copies of advertisement, bid tabulations and purchase orders.

SECTION 7. DISPUTES

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

SECTION 8. PURCHASE ORDER

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

SECTION 9. FINDINGS FOR RECOVERY CERTIFICATION

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

SECTION 10. EXECUTION OF CONTRACT

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

SECTION 11. ENTIRE CONTRACT

This is the entire Contract between the parties and shall not be altered except in writing signed by both parties, or except for any changes which the City Engineer is authorized to make in the scope of the

project pursuant to the implied and express authority set forth in the Contract. All provisions of this Contract are to be interpreted according to the laws of or applicable to the State of Ohio, and made effective in Beachwood, Ohio.

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

_____ COMPANY

CITY OF BEACHWOOD

By: _____

By: _____
Mayor

Its: _____

Date: _____

Date: _____

Approved as to Form:

City Law Department
Law Director
25325 Fairmount Boulevard
Beachwood, OH 44122
(216) 595-5462

ADDENDUM NO. 1

AUGUST 28, 2023

CITY OF BEACHWOOD

BID DOCUMENTS
FOR

TIMBERLANE / GREEN SANITARY RELIEF SEWER PHASE 1


BID OPEN DATE: THURSDAY, SEPTEMBER 21, 2023 @ 1:00 PM

ATTENTION BIDDERS:

Please attach this Addendum to the copy of the bidding documents in your possession and submit it with your bid. **Please eMail a signed copy of this sheet to nfini@gpdgroup.com.** This addendum has the same force and effect as if it had been part of the bid documents originally issued.

Prepared by:
GPD Group

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

Received by (Print) Lisa Koepf
Signature 
Company CATS Construction, Inc.
Date 08-28-2023

1. Revisions:

- All work shall be completed within 365 calendar days of a notice of authorization to proceed.
- The Contractor will not be permitted to close lanes on Green Road south of Greenlawn Avenue between October 15 and March 15 due to City snow removal operations unless otherwise authorized by the City.
- Alternate methods of construction will be considered in place of auger boring. The Contractor can propose utilizing micotunneling construction techniques for a 24" ID pipe in place of auger boring. The same bid items for Manhole, Misc.: Precast Manhole Within Installation Pit, Manhole, Misc.: Precast Manhole Within Receiving Pit, and Trenchless Sanitary Sewer Within Casing Pipe shall be used to denote Contractor unit prices. The City as part of the bidding process will determine the lowest and best bid among the bids received for the base bid or alternates. If a Contractor proposes the use of microtunneling construction methods and is awarded the contract, the plans will need to be revised by the Engineer and a new Permit-to-Install obtained by the Engineer from the Ohio EPA. The Contractor shall include in their bid package three references to previously completed projects of similar size and scope.

-- End of Addendum No. 1 --

ADDENDUM NO. 2

SEPTEMBER 11, 2023

CITY OF BEACHWOOD

BID DOCUMENTS
FOR

TIMBERLANE / GREEN SANITARY RELIEF SEWER PHASE 1

BID OPEN DATE: THURSDAY, SEPTEMBER 21, 2023 @ 1:00 PM

ATTENTION BIDDERS:

Please attach this Addendum to the copy of the bidding documents in your possession and submit it with your bid. Please eMail a signed copy of this sheet to nfini@gpdgroup.com. This addendum has the same force and effect as if it had been part of the bid documents originally issued.

Prepared by:
GPD Group

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

Received by (Print) Lisa Koepf

Signature [Signature]

Company CATS Construction, Inc.

Date 09-11-2023



Timberlane/Green Sanitary Relief Sewer Phase 1 City of Beachwood Pre-Bid Meeting Minutes – September 7th, 2023

I. Introductions

- A. Attendance Sign-In Sheet and introductions.
- B. Engineer's Estimate:
 - 1. Base Bid: \$5,687,857.50
 - 2. Alternate: \$4,080,582.00
- C. Last day of questions: *September 14, 2023 at 1:00 pm, Nick Fini nfini@gpdgroup.com*
- D. Bids due: *September 21, 2023 at 1:00 pm to Clerk of Council of the City of Beachwood, at the City of Beachwood Law Department, 25325 Fairmount Boulevard, Beachwood Ohio 44122*
- E. Construction Manager: *GPD Group*
- F. Completion Date: *365 Calendar Days from NTP*

II. Scope of Work

- A. Phase 1 will consist of:
 - 1. Open cut sewer installation at Campus Road and Cedar Road intersection
 - 2. Auger-boring sewer installation on Campus Road from Fenway Drive to Cedar Road
 - 3. Water main relocation at South Green Road and Ranch Drive
 - 4. Open cut sewer installation at South Green Road and Beachwood Boulevard
 - 5. Auger-boring sewer installation on South Green Road from Greenlawn Avenue to Beachwood Boulevard
 - 6. Open cut sewer installation at South Green Road and Greenlawn Avenue
 - 7. Auger-boring sewer installation on South Green Road from Ranch Drive to Greenlawn Avenue
- B. Alternate bid will be to perform open-cut installation of the sewer on South Green Road from Ranch Road to Campus Road
- C. Base bid option can be to perform 24" microtunneling installation of the sewer along all auger-boring limits, the same bid form line items will be utilized

III. Schedule

- A. Expected Construction Start Date – November 1, 2023
- B. Working Hours – 7:00am – 7:00pm Monday through Friday
Saturday work only with prior approval – No work on Sundays or Holidays
- C. Contractor Registration
City Contractor Registration required for all contractors (prime and subs)

IV. Utilities

- A. Notification – *OUPS 800-362-2764 (save tickets)*
- B. 24 Resident / Business Notification Letters – *Owner approval prior to distribution*
- C. Maintain all utility services – *contractor responsible for damage to any existing utilities*
 - *CEI First Energy*
 - *AT&T*
 - *Dominion East Ohio Gas Company*
 - *City of Beachwood*
 - *City of University Heights*
 - *Cleveland Water Department*
 - *NEORS*
 - *Cuyahoga County Dept. of Public Works*

- V. **Administration / Supervision**
- A. Contractor Provide Full Time Field Supervisor –
 - 1. The field supervisor shall be on site any time sub-contractors are performing work.
 - B. Please route all communications through GPD and copy the Cities.
 - C. Prime Contractor is responsible for all work performed by subcontractors
 - D. 48 HR Notification to Beachwood & GPD Prior to beginning or discontinuing work.
 - E. Progress Meetings – Scheduled as Needed.
- VI. **Changes / Extra Work**
- A. Follow Plans, Specifications, and Contract Documents
 - B. Change Order format and procedure
 - C. Address in writing any changes to GPD.
 - D. Directive response will also be written
 - E. Contingency Allowance – To only be used as directed by the Engineer
- VII. **Progress Payment**
- A. Monthly Estimates
 - B. Certified Payroll Reports are Required with invoice to GPD - *Electronic format preferred*
 - C. Retainage – 10% of total Contract Value
 - D. Include only approved Change Orders or Extras
- VIII. **Shop Drawings and Material Certifications**
- A. All materials incorporated in the project must be pre-approved including all JMF's etc.
 - B. Material Submittals - *Electronic format preferred – clearly identify all materials with reference line items.*
 - C. All materials should be sent electronically to GPD
 - D. Contractor responsible to employ independent testing lab for testing of materials. (concrete/compaction/asphalt, etc). Submit copy of all testing reports.
- IX. **Traffic Maintenance per ODOT 614**
- A. Lane and Road Closures
 - B. Follow OMUTCD
 - C. Drive Access
 - D. Pedestrian Access
 - E. Signs and Barricades
 - F. Provide 72 Hr. Notification to Beachwood and University Heights Police, Fire, Service Department – Prior to closing or restricting traffic
 - G. South Green Road lane closure is not permitted between October 15 and March 15 due to City snow removal operations unless otherwise authorized by the City
- X. **Safety / Accident Prevention**
- A. Secure open excavations and other hazards
 - B. Provide approved barricades at all obstacles, walks, etc...
- XI. **Miscellaneous**
- A. Housekeeping
 - Material storage location – safe and secure staging area
 - Clean pavements and walks daily
 - Maintain positive drainage towards all control devices
 - Do Not Encroach on private property.
 - B. Item Special - Catch basin cleaning to be performed at end of project.
 - C. Preconstruction DVD prior to commencing work.
 - D. Tree Pruning – One week notification to Chris Vild
 - E. Trash day coordination
 - F. School Schedules
 - G. Jewish Holidays

XII. Questions/Comments/Concerns

Q1. Will pilot tube construction methodology be allowed?

A1. Yes

Q2. Will there be a Cuyahoga County Department of Public Works Inspector and is the Contractor responsible?

A2. Yes the Contractor is responsible for all necessary permits and inspection fees from the Cuyahoga County Department of Public Works. The Contractor must obtain an inspection agreement from the County prior to starting sewer work. Reference sheet 4 "Permits and Inspection By Other Agencies" and sheet 55 "General Pipe Requirements and Testing".

Q3. Can a Contractor only bid Alternate 1?

A3. Yes, there is no requirement to bid on the base bid and the alternate bid.

Sign in sheet attached to these minutes.

-End of meeting minutes-



Project: Timberlane/Green Sanitary Relief Sewer Phase 1

Thursday, September 7th, 2023 @ 10:00 AM

Facilitator:

GPD Group

Place / Room:

Beachwood Public Works Department

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ADDENDUM NO. 3

SEPTEMBER 18, 2023

CITY OF BEACHWOOD

BID DOCUMENTS
FOR

TIMBERLANE / GREEN SANITARY RELIEF SEWER PHASE 1

BID OPEN DATE: THURSDAY, SEPTEMBER 21, 2023 @ 1:00 PM

ATTENTION BIDDERS:

Please attach this Addendum to the copy of the bidding documents in your possession and submit it with your bid. **Please eMail a signed copy of this sheet to nfini@gpdgroup.com.** This addendum has the same force and effect as if it had been part of the bid documents originally issued.

Prepared by:
GPD Group

Digitally signed by Joseph R.
Ciuni, P.E. P.S.
Date: 2023.09.18
12:33:54-04'00'

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

Received by (Print) Lisa Kopp

Signature Lisa Kopp

Company RTS Construction, Inc.

Date 09-18-2023

The Bidding Documents for the above referenced project are hereby revised as noted in this Addendum. This Addendum supersedes and takes precedence over information provided prior to the date of this Addendum.

RFIs:

1. Since the original carrier pipe was designed to be an 18" pipe, may the following alternate construction method be considered?

-GBM (Guided Boring Method)/Pilot Tube method utilizing 18-in "No Dig" VCP pipe in 1 meter lengths, jacked from 8-ft diameter shafts.

Response: Yes, this alternate method of construction is being considered. Shaft design is the responsibility of the Contractor. Contractor shall utilize the base bid form line items for manhole within installation/receiving pits and trenchless sewer installation.

2. Item 33 Sanitary Bypass Pumping: What are the flow rates for the Existing 24" Sanitary Sewer on Campus, the 10" sanitary on South Green, and the 8" sanitary on Ranch?

Response: Flow rates below

- Campus 24": peak DWF ~ 0.3-MGD, 5-year wet weather flow ~ 2.2-MGD (modeled flow estimate)
- S. Green 10": peak DWF ~ 0.1-MGD, 5-year wet weather flow ~ 1.2-MGD (modeled flow estimate)
- Ranch 8": peak DWF ~ 0.03-MGD (estimate, no flow meter in this area) , 5-year wet weather flow ~ 0.8-MGD (modeled flow estimate)

3. On this project, I see that the required backfill under roadway pavement (and within a 1:1 ZOI ?) is LSM; however I am unclear to the required backfill under the Drive Aprons. Can you clarify if drive aprons will require "suitable excavated material" (trench detail, sheet 48), 304 aggregate (LS or RCCP ?), or LSM ?

Response: Backfill under aprons will require LSM through the ZOI area. Beyond the ZOI, suitable fill is acceptable up to the subbase for the new apron/drive.

Revised Alternate Bid Form:

The originally issued bid form for the Alternate has been revised and attached herein. The following change has been made:

- | | | | | | |
|----|-----|--|------|----|----|
| 28 | 611 | 18" CONDUIT, TYPE B, AS PER PLAN, 707.46 | 2732 | \$ | \$ |
|----|-----|--|------|----|----|

The original quantity for reference 28 has been changed from 2,468 to 2,732.

End of Addendum 3

ALTERNATE BID FORM

Mark Envelope: **TIMBERLANE/GREEN SANITARY RELIEF SEWER PHASE 1 (ALTERNATE)**

To the Clerk:

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

DATE OF COMPLETION: 365 DAYS FROM ISSUANCE OF NOTICE TO PROCEED _____

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

ALTERNATE BID TOTAL =

UNIT PRICE CONTRACT

For the Timberlane/Green Sanitary Relief Sewer Phase 1 Project in the City of Beachwood, Cuyahoga County, Ohio, in accordance with the plans and specifications.

REF. NO.	ITEM NUMBER	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE ESTIMATED DOLLARS / CTS	TOTAL PROJECT AMOUNT ESTIMATED DOLLARS / CTS
ROADWAY						
1	201	CLEARING AND GRUBBING	LS	1	\$ -	\$ -
2	202	PIPE REMOVED, 24" AND UNDER	FT	380	\$ -	\$ -
3	202	STRUCTURE REMOVED	EA	5	\$ -	\$ -
4	202	CATCH BASIN OR INLET REMOVED	EA	10	\$ -	\$ -
5	202	MANHOLE ABANDONED, AS PER PLAN	EA	5	\$ -	\$ -
6	202	WALK REMOVED, AS PER PLAN	SF	7200	\$ -	\$ -
7	202	CURB REMOVED, AS PER PLAN	FT	2100	\$ -	\$ -
8	202	ABANDON MISC.: PIPE 24" AND UNDER	FT	890	\$ -	\$ -
9	451	REINFORCED CONCRETE PAVEMENT, MISC.: 6" FIBER REIN. CONC. PAVT, CLASS QC MS (APRONS/DRIVES)	SY	940	\$ -	\$ -
10	451	REINFORCED CONCRETE PAVEMENT, MISC.: 8" FIBER REIN. CONC. PAVT, CLASS QC MS (APRONS/DRIVES)	SY	350	\$ -	\$ -
11	608	5" CONCRETE WALK, AS PER PLAN	SF	7200	\$ -	\$ -
12	608	WALKWAY, MISC.: CURB RAMP	EA	7	\$ -	\$ -
13	609	CURB, TYPE 6, CLASS QC MS, AS PER PLAN	FT	2100	\$ -	\$ -
14	623	MONUMENT ASSEMBLY ADJUSTED TO GRADE, AS PER PLAN	EA	1	\$ -	\$ -
15	SPECIAL	RIGID BULKHEAD	EA	6	\$ -	\$ -
16	SPECIAL	POTHOLING	EA	4	\$ -	\$ -
					ROADWAY SUBTOTAL =	\$ -

REF. NO.	ITEM NUMBER	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE ESTIMATED DOLLARS/CTS	TOTAL PROJECT AMOUNT ESTIMATED DOLLARS/CTS
EROSION CONTROL						
17	SPECIAL	LAWN RESTORATION, AS PER PLAN	SY	1600	\$ -	\$ -
18	SPECIAL	EROSION & SEDIMENT CONTROL	LS	1	\$ -	\$ -
					EROSION CONTROL SUBTOTAL = \$	
DRAINAGE						
19	605	6" SHALLOW PIPE UNDERDRAINS	FT	1950	\$ -	\$ -
20	611	6" CONDUIT, TYPE F FOR UNDERDRAIN OUTLETS	FT	100	\$ -	\$ -
21	611	12" CONDUIT, TYPE B, AS PER PLAN, 706.02	FT	55	\$ -	\$ -
22	611	CATCH BASIN, NO. 3A, AS PER PLAN	EA	10	\$ -	\$ -
23	611	CATCH BASIN ADJUSTED TO GRADE, AS PER PLAN	EA	2	\$ -	\$ -
24	611	MANHOLE ADJUSTED TO GRADE, AS PER PLAN	EA	29	\$ -	\$ -
25	SPECIAL	CATCH BASIN CLEANING, AS DIRECTED	EA	5	\$ -	\$ -
					DRAINAGE SUBTOTAL = \$	
SANITARY SEWER						
26	611	12" CONDUIT, TYPE B, AS PER PLAN, 748.02	FT	8	\$ -	\$ -
27	611	18" CONDUIT, TYPE B, AS PER PLAN, 748.01	FT	10	\$ -	\$ -
28	611	18" CONDUIT, TYPE B, AS PER PLAN, 707.48	FT	2732	\$ -	\$ -
29	611	MANHOLE, MISC.: PRECAST 48" DIA. MANHOLE	EA	11	\$ -	\$ -
30	611	MANHOLE, MISC.: PRECAST 60" DIA. DROP MANHOLE	EA	2	\$ -	\$ -
31	611	MANHOLE, MISC.: PRECAST MANHOLE WITHIN INSTALLATION PIT (AUGER BORING)	EA	2	\$ -	\$ -
32	611	MANHOLE, MISC.: PRECAST MANHOLE WITHIN RECEIVING PIT (AUGER BORING)	EA	2	\$ -	\$ -
33	SPECIAL	TRENCHLESS AUGER BORE, 18" PVC SANITARY SEWER WITHIN 30" STEEL CASING PIPE	FT	933	\$ -	\$ -
34	SPECIAL	SEWER LATERAL REPAIR, AS DIRECTED	FT	150	\$ -	\$ -
35	SPECIAL	SEWER LATERAL INSPECTION	EA	35	\$ -	\$ -
36	SPECIAL	FLOW CHANNEL RECONSTRUCTION	EA	2	\$ -	\$ -
37	SPECIAL	SANITARY SEWER BYPASS PUMPING (FLOW CONTROL)	LS	1	\$ -	\$ -
38	SPECIAL	SEWER STRUCTURE PSTM/PSAN-1	LS	1	\$ -	\$ -
					SANITARY SEWER SUBTOTAL = \$	
PAVEMENT						
39	254	PAVEMENT PLANING, ASPHALT CONCRETE, 3 INCH	SY	7050	\$ -	\$ -
40	407	NON-TRACKING TACK COAT (0.1 GAL./SY)	GAL	1410	\$ -	\$ -
41	424	FINE GRADED POLYMER ASPHALT CONCRETE, TYPE B, 1 INCH, AS PER PLAN	CY	200	\$ -	\$ -
42	448	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, (448), 2 INCH, AS PER PLAN	CY	400	\$ -	\$ -
43	SPECIAL	FULL DEPTH PAVEMENT REMOVAL AND REPLACEMENT, CAMPUS ROAD	SY	150	\$ -	\$ -
44	SPECIAL	FULL DEPTH PAVEMENT REMOVAL AND REPLACEMENT, SOUTH GREEN ROAD	SY	1200	\$ -	\$ -
					PAVEMENT SUBTOTAL = \$	
TRAFFIC CONTROL						
45	630	SIGNING, MISC.: SIGN REMOVAL & REERECTION	LS	1	\$ -	\$ -

REF. NO.	ITEM NUMBER	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE ESTIMATED DOLLARS I CTS	TOTAL PROJECT AMOUNT ESTIMATED DOLLARS I CTS
46	642	PAVEMENT MARKING, MISC.: PAVEMENT MARKING RESTORATION	LS	1	\$ -	-
TRAFFIC CONTROL SUBTOTAL =						\$ -
WATER WORKS						
47	202	PIPE REMOVED, 24" AND UNDER (WATER MAIN)	FT	26	\$ -	-
48	202	VALVE BOX REMOVED	EA	2	\$ -	-
49	202	ABANDON MISC.: PIPE 24" AND UNDER (WATER MAIN)	FT	26	\$ -	-
50	638	VALVE BOX ADJUSTED TO GRADE, AS PER PLAN	EA	10	\$ -	-
51	638	8" WATER MAIN DUCTILE IRON PIPE ANSI CLASS 52, BOLTLESS - RESTRAINED JOINTS AND FITTINGS	FT	58	\$ -	-
52	638	12" WATER MAIN DUCTILE IRON PIPE ANSI CLASS 52, BOLTLESS - RESTRAINED JOINTS AND FITTINGS	FT	5	\$ -	-
53	638	8" GATE VALVE AND VALVE BOX	EA	1	\$ -	-
54	638	WATER WORK, MISC.: CUTTING-IN TEE W/ 8" GATE VALVE AND VALVE BOX	EA	1	\$ -	-
55	638	WATER WORK, MISC.: RETAP AND RECONNECT WATER SERVICE CONNECTION, AS DIRECTED	EA	2	\$ -	-
56	638	WATER WORK, MISC.: ADDITIONAL 8" WATER MAIN FITTINGS, AS DIRECTED	EA	2	\$ -	-
57	SPECIAL	CITY OF CLEVELAND WATER DEPARTMENT CHARGES ALLOWANCE	ALLOW	1	\$ 2,845.07	2,845.07
WATER WORKS SUBTOTAL =						
MAINTENANCE OF TRAFFIC						
58	614	LAW ENFORCEMENT OFFICER WITH PATROL CAR FOR ASSISTANCE	HOURL	24	\$ -	-
59	614	DETOUR SIGNING	LS	1	\$ -	-
60	614	PORTABLE CHANGEABLE MESSAGE SIGN, AS PER PLAN	SNMT	8	\$ -	-
61	614	WORK ZONE CENTER LINE, CLASS I	MI	0.48	\$ -	-
62	614	WORK ZONE EDGE LINE, CLASS I, 4"	MI	0.58	\$ -	-
63	614	WORK ZONE STOP LINE, CLASS I	FT	10	\$ -	-
MAINTENANCE OF TRAFFIC SUBTOTAL =						\$ -
INCIDENTALS						
64	614	MAINTAINING TRAFFIC	LS	1	\$ -	-
65	623	CONSTRUCTION LAYOUT STAKES AND SURVEYING	LS	1	\$ -	-
66	624	MOBILIZATION	LS	1	\$ -	-
67	SPECIAL	PRECONSTRUCTION VIDEO	LS	1	\$ -	-
68	SPECIAL	AS-BUILT DRAWINGS	LS	1	\$ -	-
69	SPECIAL	UTILITY ALLOWANCE, AS DIRECTED	ALLOW	1	\$ 25,000.00	25,000.00
70	SPECIAL	CONTINGENCY ALLOWANCE	ALLOW	1	\$ 50,000.00	50,000.00
INCIDENTALS SUBTOTAL =						
ALTERNATE BID - TOTAL =						

DETERMINATION OF AWARD OF BASE BID VS ALTERNATE BID WILL BE MADE BY THE OWNER, ACTING UPON THE ENGINEER'S RECOMMENDATIONS, FOR THE BEST INTEREST OF THE PROJECT, COMMENSURATE WITH AVAILABLE FUNDS. FOR THE PURPOSE OF FIXING THE AMOUNT OF THE BOND REQUIRED WITH THIS BID, AND THE AMOUNT OF THE SURETY BOND, THE AMOUNT OF THE BOND SHALL BE BASED UPON THE TOTAL AMOUNT OF THE HIGHER OF THE TWO BID FORMS. BIDDERS MAY SUBMIT PROPOSALS FOR THE BASE BID ONLY, ALTERNATE ONLY, OR BOTH.

CATTS CONSTRUCTION, INC.

BALANCE SHEETS

DECEMBER 31, 2022 AND 2021

ASSETS

	2022	2021
CURRENT ASSETS		
Cash	\$ 522,762	\$ 558
Accounts receivable - net	7,212,901	8,396,483
Contract assets	1,392,830	288,955
Current portion of notes receivable - related parties	6,926	-
Refundable income taxes	150,177	145,228
Refundable Employee Retention Tax Credits	246,259	246,259
Prepaid expenses and advances	90,427	43,406
	<u>9,622,282</u>	<u>9,120,889</u>
PROPERTY AND EQUIPMENT - AT COST		
Furniture and fixtures	24,786	24,786
Leasehold improvements	212,273	143,729
Machinery and equipment	5,358,187	4,497,126
Vehicles	2,759,120	2,199,450
	<u>8,354,366</u>	<u>6,865,091</u>
Less: Accumulated depreciation	<u>(3,986,449)</u>	<u>(3,400,304)</u>
	<u>4,367,917</u>	<u>3,464,787</u>
OTHER ASSETS		
Notes receivable - related parties	152,536	165,920
Operating lease right-of-use assets	252,700	-
	<u>405,236</u>	<u>165,920</u>
TOTAL ASSETS	<u>\$ 14,395,435</u>	<u>\$ 12,751,596</u>

LIABILITIES AND SHAREHOLDER'S EQUITY

CURRENT LIABILITIES		
Current portion of long-term debt	\$ 915,787	\$ 868,587
Accounts payable	5,498,014	3,192,832
Contract liabilities	-	61,502
Accrued expenses and withheld taxes	672,114	300,031
Current portion of operating lease liabilities	85,202	-
	<u>7,171,117</u>	<u>4,422,952</u>
LONG-TERM LIABILITIES		
Line of credit	-	1,300,000
Long-term debt	3,209,535	1,052,174
Deferred income taxes	781,900	698,400
Operating lease liabilities	167,498	-
	<u>4,158,933</u>	<u>3,050,574</u>
TOTAL LIABILITIES	<u>11,330,050</u>	<u>7,473,526</u>
SHAREHOLDER'S EQUITY	<u>3,065,385</u>	<u>5,278,070</u>
TOTAL LIABILITIES AND SHAREHOLDER'S EQUITY	<u>\$ 14,395,435</u>	<u>\$ 12,751,596</u>

The accompanying notes are an integral part of these financial statements.

CATTS CONSTRUCTION, INC. PROJECTS ON HAND 2023/2024

PROJECT NAME	GENERAL / SUB	TOTAL CONTRACT AMT
ODOT 210071 RT 14 SLAG	SUB/SHELLY	\$1,250,000.00
INDEPENDENCE HILLSIDE ROAD SIDEWALK WEST	GENERAL	\$1,169,256.00
2022 CLEVELAND WARDS ASPHALT	SUB/SHELLY	\$4,698,000.00
ODOT 220101 - US 42 (PEARL RD) MAJOR REHAB	GENERAL	\$6,535,569.00
CUY CTY WOLF ROAD CR-125	GENERAL	\$4,717,328.00
ODOT EAST 185TH STREETScape PROJ 220203	GENERAL/PERK	\$4,998,252.00
CUY CTY - GREEN ROAD CR-14	GENERAL	\$2,974,259.00
SECOND & FIRST ST WATERLINE REPLCMT & RDWY REHAB	GENERAL	\$1,592,209.00
WESTLAKE- WEST HEDGEWOOD WATERLINE	GENERAL	\$1,435,992.00
HUDSON - MIDDLETON & STOW SIDEWALK INSTALL PH 1	GENERAL	\$2,125,980.00
INDEPENDENCE ROAD PROGRAM BASE	GENERAL	\$416,732.00
INDEPENDENCE ALT E	GENERAL	\$228,328.00
INDEPENDENCE ALT F	GENERAL	\$299,599.00
INDEPENDENCE ALT I	GENERAL	\$227,309.00
US20/SR84 ODOT 220415	SUB/KOKOSING	\$409,002.00
BRECKSVILLE/ GLENWOOD TRAIL	GENERAL	\$3,380,515.00
PORTAGE I-76 BRIDGES ODOT 220447	SUB/SHELLY&SANDS	\$1,100,000.00
BEACHWOOD/BRYDEN STM SEWER AND GREEN WALL	GENERAL	\$1,477,843.00
CHARTER STEEL CONCRETE ROADWAY	GENERAL	\$1,034,113.00
CUY-WILSON MILLS ROAD	GENERAL	\$1,494,591.00
CUY-COUNTY COVENTRY ROAD	GENERAL	\$3,069,264.00
ODOT 230007 BUTLER SR-127 BRIDGE	GENERAL	\$800,713.00
ODOT 230010 CUY-480	SUB/SHELLY	\$81,996.00
ODOT 230014 GEA SR87	SUB/COLE BURTON	\$14,468.00
SUMMIT CO CHRISTMAN RD BRIDGE REHAB	GENERAL	\$1,181,237.00
ODOT 230052 SR 86 LEROY/CONCORD TWP	SUB/COLE BURTON	\$64,425.00
OTIC 43-22-06 CUYAHOGA BRIDGE	SUB/RUHLIN	\$442,918.00
ODOT 220003 AVON SALT BIN	GENERAL	\$1,018,202.00
ODOT 220514 ATB, MEGA GRAVITY FED JOB	SUB/BG TRUCKING	\$340,000.00
MADISON /SHORE DRIVE DRAINAGE IMPROVEMENT	GENERAL	\$764,094.00
CWD/2022-3 LEAD LINE REPLACEMENT	SUB/PERK	\$1,737,106.00
CWD/2022-4 LEAD LINE REPLACEMENT	SUB/PERK	\$1,856,998.00
SOUTH EUCLID	GENERAL	\$1,927,387.00
CLEVELAND SEWER PROJECT	SUB/PERK	\$605,928.00
CLEVELAND/ LEAD SERVICE LINE 2022-6	GENERAL	\$3,790,371.00
INDEPENDENCE KLEBER COURT	GENERAL	\$1,098,645.00
ODOT 220387 IR 270 CONCRETE REPLACEMENT	GENERAL	\$500,000.00
CLEVELAND CITY WARDS PART 5	SUB/PERK	\$450,380
CLEVELAND CITY WARDS PART 6	SUB/PERK	\$450,380
HILLIARD ROAD CR 69	SUB/PERK	\$211,021
ODOT 230234 CUY IR 90 SLAB DECK	SUB/SHELLY	\$1,186,490
MAPLE HTS/ FRANKLIN ROAD WATER IMPROVEMENT	GENERAL	\$1,698,395
VALLEY VIEW BROCKWAY CUL DE SAC	GENERAL	\$315,526
LUCAS CO. TOLEDO GARDEN RD OVERLAY	GENERAL	\$373,701
TALLMADGE ASPHALT PROGRAM	SUB/CARDINAL	\$54,300
ODOT 230143 I-77	SUB/SHELLY	\$57,800
CHARDON 7 AVE REPAIR	SUB/TRX	\$172,126

EUCLID EAST 206, EAST 211 AND EAST 216	GENERAL	\$2,243,821
CASTLO BRIDGE	SUB/SPARTAN	\$33,064
ALLEN CO. CONANT RD BRIDGE OVERLAY	GENERAL	\$299,685
CHARTER STEEL SCRAP YARD	GENERAL	\$210,000.00
CHARTER STEEL NORTH ROAD PAVING PROJECT	GENERAL	\$186,991.22
CHARTER STEEL	GENERAL	\$38,000.00
WV CALL #14 BRAXTON FLATWOODS BRIDGE	GENERAL	\$2,439,803.09
MAYFIELD HTS SIDEWALK PROGRAM	GENEREAL	\$421,930.00
WV CALL #6 LOGAN CO LARADO BRIDGE	GENERAL	\$986,564.30
WARRENSVILLE HTS GRANADA BLVD	GENERAL	\$429,145.61
CLEVELAND INTERMODAL 2023	GENERAL	\$1,963,989.80
WARRENSVILLE HTS EMERY ROAD	GENERAL	\$869,664.34
WARRENSVILLE HTS 2023 ROAD PROGRAM	GENERAL	\$1,368,354.50
TASK ORDER 16 CUY CNTY	GENERAL	\$57,112.55
FAIRVIEW PARK 227THBRIDGE REPLACEMENT	GENERAL	\$825,623.80

State of Ohio Affirmative Action Program

The purpose of the Affirmative Action sample is to provide an acceptable program which addresses employment and the effective utilization of economically disadvantaged persons. This program is not to impose numerical minimums or standards, however, adopting this program demonstrates a good faith effort to improve the equality of all citizens of the State of Ohio.

EEO Recruitment Strategies

Strategy: Catts Construction, Inc. will make a good faith effort to recruit a diverse group of employees and provide equal opportunity for minorities, women and disabled persons to become competitive in state contracting opportunities. Catts Construction, Inc. will advertise positions in media outlets that will provide information and access to the underserved populations.

EEO Selection Strategies

Strategy: Catts Construction, Inc. will utilize procedures, processes and techniques that are fair and do not have an adverse impact on minorities, women or disabled persons. Perspective employees will not be excluded from the hiring process due to race, color, religion, sex (including sexual harassment), national origin, disability, age (40 years old or more), military status, and veteran status.

EEO Placement/Orientation

Strategy: Catts Construction, Inc. will provide newly hired employees with basic employment information during the first couple weeks on the job. New employee position descriptions, fringe benefits information, policies, procedures, and EEO are a few of the topics, which should be covered. Employees will not be denied fringe benefits and or opportunities for promotion based on race, color, religion, sex, national origin, disability, age (40 years old or more), military status and veteran status.

EEO Performance Evaluation

Strategy: Catts Construction, Inc. will evaluate the performance of their employees on an annual basis. It should provide the necessary supervisory feedback to identify areas to be improved as well as to reinforce those activities that meet or exceed standards. Performance appraisal will be evaluated without regard to race, color, religion, sex, national origin, disability, age (40 years old or more), military status and veteran status.

EEO Training Strategies

Strategy: Catts Construction, Inc. will attempt to diversify workforce by utilizing training and apprenticeship programs with diverse participants. Training and apprenticeship programs can increase the number of qualified minorities, women, disabled persons and veterans available for job placement.

EEO Discipline Strategies

Strategy: Catts Construction, Inc. will set clear disciplinary standards and warn of consequences for non-compliance. Discipline will be designed to rehabilitate employees who choose to correct their behavior as well as justify the termination of those who do not. The employer will not mistreat or unfairly discipline an employee based on race, color, religion, sex, national origin, disability, age (40 years old or more), military status and veteran status.

EEO Separation Strategies/Exit Interviews

Strategy: Catts Construction, Inc. will conduct exit interviews as a problem-solving tool in an attempt to reveal employee turnover. Exit interviews can provide the organization with information about how to correct the causes of discontent and reduce the costly problem of employee turnover.

EEO Monitoring Strategies

Strategy: Catts Construction, Inc. will ensure Human Resources managers and supervisors understand this plan and hold managers and supervisors accountable for the effective of this plan.

Minority Business Enterprise Solicitation Strategies

Strategy: Catts Construction, Inc. will make a good faith effort to solicit business from certified minority owned businesses (MBE). Catts Construction, Inc. will utilize the State of Ohio, Equal Opportunity Division's webpage to access certified MBEs. <http://das.ohio.gov/Eod/MBESearch/index.asp>

State of Ohio

Affirmative Action Program

TO: All Employees
FROM: Michael Dempsey
DATE: 5/27/2022 3:07:16 PM
SUBJECT: Equal Employment Opportunity and Affirmative Action Policy Statement

It is the policy of the CATTS Construction, Inc. to ensure equal employment opportunity in accordance with the Ohio Revised Code 125.111 and all applicable federal regulations and guidelines. Employment discrimination against employees and applicants due to race, color, religion, sex (including sexual harassment), national origin, disability, age (40 years old or more), military status, or veteran status is illegal.

CATTS Construction, Inc. managers and employees will comply with state and federal equal employment laws, rules, regulations and guidelines. This policy statement will be disseminated to all employees, various recruitment sources and will be displayed on all construction job sites and business locations. Any employees that deliberately violate this policy will be subject to disciplinary action.

Persons who believe CATTS Construction, Inc. has discriminated against them may file a discrimination complaint with Angela Zacharias. The EEO Representative has full authority to manage issues involving employment discrimination.

Point of contact to file allegations of discrimination:

Company's EEO Representative: Angela Zacharias
Location: 21223 Aurora Rd Warrensville Heights 44146
Phone Number: (440) 540-4730
Mail Address: azacharias@cattsconstruction.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/12/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
AssuredPartners of Ohio LLC, Richfield
3900 Kinross Lakes Parkway #300
Richfield OH 44286

License#: 954553
CATTCON-01

CONTACT
NAME: Lynn Penix
PHONE (A/C No. Ext): 330-331-3126 FAX (A/C No.): 440-356-2126
E-MAIL
ADDRESS: lynn.penix@assuredpartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Fire Insurance Co of Hartford	20478
INSURER B : Valley Forge Insurance Co.	20508
INSURER C : The Continental Insurance Company	35289
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
CATTS Construction, Inc.
21223 Aurora Rd
Warrensville Heights OH 44146

COVERAGES

CERTIFICATE NUMBER: 597741321

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 1,000 Ded GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		7011862186	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		7011862205	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		7011862219	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	7011862186	1/1/2023	1/1/2024	PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<input checked="" type="checkbox"/> POLLUTION		7011862186	1/1/2023	1/1/2024	EACH CLAIM/AGGREGATE 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The following provisions apply when required by written contract:

-General Liability Additional Insured :

Blanket CNA75079XX 10/16 Owners, Lessees or Contractors - Ongoing and Completed Operations

Blanket CNA74705XX 01/15 Lessor of Leased Equipment

Blanket CNA74705XX 01/15 Manager Lessor of Premises, Mortgagee, Assignee or Receiver

Blanket CNA74705XX 01/15 State of Political Subdivisions -Permits

CNA74749XX 01/15 Engineers Architects, Engineers or Surveyors not engaged

Additional Insured Auto:

See Attached...

CERTIFICATE HOLDER

For Information Only

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: CATTCON-01

LOC #:

**ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

AGENCY AssuredPartners of Ohio LLC, Richfield		NAMED INSURED CATTS Construction, Inc. 21223 Aurora Rd Warrensville Heights OH 44146
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

CNA63359XX 04/12

-Waiver of Subrogation:

GL: CNA74705XX 01/15

Auto : Blanket CA0444 10/13

WC: WC000313 04/84

Umbrella: Follows Form

-Primary and Non Contributory:

GL: CNA75079XX 10/16

Auto: CNA63359XX 04/12

Umbrella: Follows Form

Blanket 30 Day NOC when specified on certificate description

GL CNA74702XX

Auto CNA68021XX



**Bureau of Workers'
Compensation**

30 W. Spring St.
Columbus, OH 43215-2256

Governor John R. Kasich
Administrator/CEO Stephen Buehrer

www.bwc.ohio.gov
1-800-644-6292

Jul 20, 2015

CATTS CONSTRUCTION INC
15700 BROOKPARK RD
CLEVELAND OH 44135-3336

BWC Drug-Free Safety Program

Policy Number: 1618323

Program year: Jul. 1, 2015

Approved level: Basic

Annual report due date: Last business day in
March

Dear Employer:

We have approved your participation in the Drug Free Safety Program (DFSP). Your approval is for the level indicated in the upper right corner of this letter.

Please keep in mind, your involvement in other BWC-rating programs could affect your eligibility for a refund. You can find out which BWC program refunds are compatible with the DFSP refund online at www.bwc.ohio.gov/downloads/blankpdf/OAC4123-17-74AppendixC.pdf.

Below are **DFSP requirement deadlines** you must meet to continue participating in the program.

- Submit an online *Accident Report* (DFSP-1) within 30 days of an accident or learning of an accident for BWC-allowed claims that occur during the program year (both Basic and Advanced levels).
- Submit an online *Safety Management Self-Assessment* (SH-26) within 30 days from the start of the program year if not done at the time of the online submission of the application or annual report (Basic, Advanced).
- Provide accident-analysis training for all supervisors within 30 days from the start of the program year (First year Basic or Advanced level DFSP participants only).
- Submit an online *Safety Action Plan* (DFSP-5) within 60 days from the start of the program year (Advanced only).

You can find DFSP information and program documents by visiting www.bwc.ohio.gov. From the home page, click on Ohio Employers and then click the Drug-Free Safety Program link. If you are operating a comparable drug-free program, you can find requirements at www.bwc.ohio.gov/employer/services/StateContract/StateContractdescriptions.asp.

We applaud your commitment to the safety and well-being of your workers, their families and your community. If you have questions, please call the BWC account representative listed below.

Sincerely,

Employer Programs Unit

CATTS CATTS Construction, Inc.

Asset List

Property Description	Make	Model	Year	t
2010 Husqvarna Walk Behind Floor				
1995 Concrete Buggy				
2005 Trailer			2005	
T-35 mini excavator				
2007 Trailer			2007	
iPad				
2004 Dodge RAM 3500	Dodge	RAM 3500	2004	
Plow				
Desk				
Equipment box				
Office Furniture				
Computer-Sandy				
Plotter				
Parker trailer	Parker		2013	
2012 Allied Hammer	Allied	AR70C		
Concrete saw				
Wacler Generator	Wacker			
2013 Parker Trailer	Parker		2013	
Heavy bid license				
Repairs to dodge ram				
1993 eager beaver trailer	Eager Beaver		1993	
Atlas compressor				
Steel plates				
NPK Hydraulic hammer	NPK	PH3		
Hilti Drill	Hilti	TE 70-ATC/AVR		
Two used EZ drills	EZ Drill			
Used concrete slab saw	Corecut	CC6560 XLS		
2005 Slab saw trailer	HMDE		2005	
CST Berger locator		MT102		
2014 Utility trailer	Sure Trac		2014	
Used 2009 EZ drill	EZ Drill	210B-2-SRA		
2014 Honda generator				
Tar kettle buggy				
Genset 2500 Watt Generator	Genset	GA25H		
Hilti drill combi hammer	Hilti	TE70-ATC		
Stihl Gas Cutoff Saw	Stihl	TS420		
Wacker plate tamper	Wacker	WP1550AW	2014	
1997 Ford F450 truck	Ford	F550	1998	
2001 Ford F350 Truck	Ford	F350	2001	
2001 Ford F250 Truck	Ford	F250	2001	
Four 8x10 Steel Plates				
4 compressors				
CAT 312CL - Hydraulic Excavator	CAT	312C L	2005	
1997 KENWORTH W900 TRACTOR	Kenworth	W90	1997	
1996 EAST QUAD TRAILER	East	Quad	1996	
2003 FORD F5D DRW SUPER DUTY	Ford	FD5	1996	
EXCAVATOR 312 BUCKET				
2015 SURE TRAC TRAILER	Sure Trac	ST8216HSTT-B-070	2015	
2015 SURE TRAC TRAILER	Sure Trac	ST8218TAT-B-100	2015	
308E MINI HYD EXCAVATOR	CAT	308ECR SB	2012	
2012 CAT SKIT STEER	CAT	Skid Seer	2012	
BROOM SKID STEER HYDR PICK UP	Broom	Skid Steer		
Hydro Seeder-E38				

Sure trac trailer	Sure Trac	B-070	2015
2007 Kenworth tractor	Kenworth		2007
2011 Atlas Compressor	Atlas	XAS375CD6	2011
1998 Freighliner	Freightliner	FL70	1998
1998 Ford F-800	Ford	F800	1998
Hotsy hot water washer-E40	Hotsy		
2001 CHEVY C8500 FLATBED	Chevy	C8500	2001
2005 CHEVY SILVERADO 2500HD	Chevy	Silverado 2500	2005
1996 QUAD DUMP - EAST TRUCK	East	QUA	1996
HYDRAULIC HAMMER	CP	RXB II	2015
SOFF-CUT 4000	Soff-Cut	4000	2015
EAST TRUCK - STEEL UPGRADE			
BACK HOE	CAT	420D	2002
2015 SURE-TRACK TRAILER	Sure Trac	ST6208HSTB-030	2015
2016 SURE-TRACK TRAILER	Sure Trac	ST8218TATB-100	2016
2000 FORD F350 FLATBED	Ford	F350	2000
1999 FORD F350	Ford	F350	1999
2016 HUSQVARNA FS 7000D SAW	Husqvarna	FS7000D	2016
DITCHING BUCKET FOR DX140W			
2015 CAT 262C SKID STEER LOADER	CAT	262C	2015
1995 EAST DUMP TRUCK	East		1995
2002 COMMANDER III TWO TRACK PAVER	Gomaco	Commander III	2002
2005 CHEVY TRUCK	Chevy	2CH	2005
2006 D5GXL CAT TRACK-TYPE TRACTOR	CAT	D5GXL	2006
2016 Buildout			
2013 CAT HYD EXCAVATOR	CAT	308ECRSB	2013
RAYGO 84" ROLLER	RayGo		
2016 Buildout			
2002 F350	Ford	F350	2002
2016 Buildout			
2016 Buildout			
2001 FORD F450 SD	Ford	F450	2001
2016 Buildout			
ATLAS PORTABLE AIR COMPRESSOR	Atlas Copco	XAHS 186	2013
1996 John Deer Backhoe	John Deere		1996
2017 TALBERT LOWBOY CARRYALL	Talbert	50CCHRC	2017
1999 Clement 22 Ft Dumpt Trailer	Clement	22 FT	1999
2008 Hyster 60 Forklift	Hyster	CB0212	2008
2001 Ford F5D	Ford	FD5	2001
2016 Doosan DX 140W Hyd Excavator	Doosan	DX140W-3	2015
VARIOUS PLATES, BLANKETS, WELDER FINISHES			
2017 EZ DRILL BACKHOE MOUNTED DRILL RIG	EZ Drill	210-3	2017
2006 FORD F750	Ford	F750	2006
1998 GOMACO 9500 TRIMMER	Gomaco	9500	2001
2016 GMC 3500 TOOL TRUCK	GMC	3500 Sierra	2016
2017 GMC 3500 TOOL TRUCK	GMC	3500 Sierra	2017
PARKING LOT AND FENCE			
2016 GMC K2500	GMC	2500	2016
STREET PLATES - SAFETY BOX			
GRABBER CONES			
ARROW PANELS - AMERICAN ROAD LOG			
LOOPER CONES, A&A SAFETY			
MAGNUM LIGHT TOWER	Magnum	4Light	2014
MAGNUM LIGHT TOWER	Magnum	4Light	2014
TRENCH BOX			
TRENCH BOX			
1982 FORD L SERIES	Ford	L Series	1982
2013 CASE CE 721 FXT LOADER	Case	721F	2013
2012 CAT 329EL HYD EXCAVATOR	CAT	329E	2017
2007 FORD RANGER	Ford	Ranger	2007
DRUMS, BARRICADES, SIGNS			

2017 PARKER SLAB SAW TRAILER	Parker	Slab Saw Trailer	2017
2017 GMC SIERRA 2500 HD	GMC	2500 Sierra	2017
2011 JD329D	John Deere	329 DT	2011
Trench Box			
Trench Box			
Trench Box			
2002 Gradall	Gradall	XL3100	2002
Gomaco GT3600	Gomaco	GT-3500	2010
1995 International (Saw Truck)	International	Saw Truck	1995
Heavy Bid License			
2001 Ford F550 Dump Bed	Ford	F550	2001
1989 WHGM - Hydro Seeder	WHGM	HydroSeeder	1989
Major Repairs to Gomaco			
2010 Kumatsu WA-200-6	Kamatsu	WA200-6	2010
2008 Ford F-450	Ford	F450	2008
Soff Cut 5000	Soff Cut	5000	2018
2015 CAT BA150E D285 Pump	CAT	BA150E	2015
2014 JD 310SK Loader Backhoe	John Deere	310SK	2014
2018 Hydrostatic Pump - Rice	RICE	DPH3B	2018
2006 Chevy Colorado	Chevy	Colorado	2006
2018 HILTI Core Crill Rig	Hilti	DD250	2019
2018 CAT bucket Ex 320			
2006 F350	Ford	F350	2006
2018 Ohio CAT - Various Street Plates			
2018 GMC Sierra	GMC	3500	2018
1997 CAT 938F Front Loader	CAT	938F	1997
2018 Cut-Off Saw (14" & 16") & Rotary Combo			
2018 SHURETRAC Trailer	Sure Trac		2018
2018 SHURETRAC Trauker	Sure Trac		2018
E-Z Drill Slab Rider			
Plates			
Forks for 938F to Amex			
NTS - Trench Boxes			
NTS - Trench Boxes			
2003 379 Peterbilt	Peterbilt	379	2003
2002 Talbert T3D Trailer	Talbert	T3D	2002
2008 F550	Ford	F550	2008
Bypass & Plates			
2018 Doosan DX85R (Gibson)	Doosan	DX85R	2015
Street Plates			
2000 Fontaine Flatbed Trailer	Fontaine	Step Deck	2000
2018 Wacker Trench Roller	Wacker	RTSC2	2014
Plates - Alex Lyons			
1996 Gradall XL4100	Gradall	XL4100	1996
2018 PH3 Hammer	NPK	PH-3	2013
2002 Gradall XL2200	Gradall	XL2200	2002
2005 F350	Ford	350	2005
Bucket for Gradall			
1994 CAT Loader	CAT	318F	1994
CAT Excavator 329	CAT	329E	2017
2001 International 4900	International	4900	2001
1994 Sefac Mobile Hoist	Sefac	06-090	
Trench Boxes			
Trailer - Chip and Blast Carryall			
Steel Plates			
2019 GMC Sierra 2500	GMC	Sierra 2500	2019
2014 CAT 420F Backhoe	CAT	420F	
Atlas Copco Hilight V4			
Allied Rammer 555	Allied	Rammer 555	
Solar Tech Mini MB2	Solar Tech	MB2	2019
CAT Skid Steer SSL BU118	CAT	BU118	2018
Used Motor - DT 466E			

Corecut Saw CC6571	Corecut	CC6571	2019
CAT 918 QC FRK			
CAT 308 Repairs	CAT	308ECR	2012
2006 Ford F450	Ford	F450	2006
2008 Ford F450	Ford	F450	2008
2001 Gradall XL2200	Gradall	XL2200	2001
Gradall Boom Ext			
2001 International 4700	International	4700	2001
2006 Ford F550	Ford	F550	2006
2008 Ford F350	Ford	F350	2008
NPK Compactor	NPK	CBC-C8100	
4 Trench Boxes			
CAT 316 EL	CAT	316EL	2015
Trench Boxes			
Takeuchi TB-235	Takeuchi	TB235-2R	2019
2015 Doosan DX140W	Doosan	DXW140W-3	2015
2007 Peterbilt 335	Peterbilt	335	2007
CAT 308-07CR	CAT	308-CR	2019
40 Trailer	Interstate	40DLA	2020
2019 RAM 3500	RAM	3500	2019
1996 Bomag Roller	Bomag	BW120AD-3	1996
2006 Ford F-650	Ford	F650	2006
2008 Ford F-550	Ford	F550	2008
2004 Ford F-650	Ford	F650	2004
2005 Ford F-750	Ford	F750	2005
2020 Gradall XL3300V	Gradall	XL3300V	2020
1999 CAT 938G Loader	CAT	938G	1999
3 2020 Sure Trac Trailers	Sure Trac	B-070, B-078	2020
CAT 336FL Excavator	CAT	336FL	2017
2006 Ford F350	Ford	F350	2006
2006 Ford F350	Ford	F350	2006
2006 Ford F350	Ford	F350	2006
Arrow Boards			
Misc Equipment			
2020 RAM 3500	RAM	3500	2020
Vermeer Stump Grinder	Vermeer	SC30TX	
CAT Loader Bucket	CAT	938G	
NPK PH1	NPK	PH1	
CAT 262D Skid Steer	CAT	262D	
CAT 420 Bucket	CAT	420	
CAT 308 Bucket	CATR	308	
2015 Dynapac Roller	Dynapac	CA3500C	2015
2008 Hino ND8	Hino	ND8	2006
2006 Ford F350	Ford	F350	2006
Crafco Tar Kettle			
2008 Ford F350 and Arrow Board	Ford	F350	2008
Plate Tamper			
Temporary Stop Lights			
Plate Tamper			
2020 GMC Sierra Denali	GMC	Sierra Denali	2020
2006 Ford F550	Ford	F550	2006
CAT 305.5E2 Mini Exc	CAT	305.5E2 C3	2017
2008 Ford F450	Ford	F450	2008
1991 Ford Dump Truck	Ford	Dump	1991
CAT 262D Skid Steer	CAT	262D	
CAT 308E2 Mini Excavator	CAT	308E2 CR	
Trench Boxes			
Trench Boxes			
Case SV340 Skid Steer	Case	SV340	2017
2018 Ford F-150	Ford	F150	2018
Core Cut Saw	Core Cut	6571	2021
Plate Tamper			

Core Cut Saw	Core Cut	6571	2021
2020 Interstate Trailer	Interstate	40 DLA	2020
2006 GMC Utility Truck	GMC	C7 Utility Truck	2006
2020 CAT D4	CAT	D4-15VP	2020
2013 International 7000	International	7000	2013
2021 RAM 3500	RAM	3500	2021
2021 Chevy Silverado	Chevy	Silverado	2021
2021 Chevy Silverado	Chevy	Silverado	2021
2015 Mack CXU613	Mack	CXU613	2015
2017 Scorpion Trailer	Scorpion	10002	2017
2021 Mack Pinnacle 64T	Mack	Pinnacle 64T	2021
2021 Moritz Trailer	Moritz	DLBH610-12	2021
2003 Ford F-550	Ford	F-550	2003
2021 H&H Trailer	H&H	H7610WSA-030	2021
2022 East Trailer	East	Dump Trailer	2022
Capital Repairs			
NLB Jetting, Bidwell Paver, Penn Iron Tanker	Various	Various	Various
CAT 329 Excav Bucket	CAT	329 24"	2021
2004 International 4200	International	4200	2004
Capital Repairs			
Sullair Air Compressor	Sullair	375H AC	2019
CAT 316 Coupler Exc Pin	CAT	316	2021
CAT 262D3 Skid Steer	CAT	262D3	
Six Shooter Cutter	Six Shooter	Cutter	
2019 Cimline Crackfill Machine	Cimline		2019
2022 CAT 308	CAT	308	2022
2021 CAT 325	CAT	325	2021
2022 Chevy Silverado 3500	Chevy	Silverado 3500	2022
2022 Chevy Silverado 3500	CHEVY	3500	2022



BONDING AGENT

AssuredPartners of Ohio, LLC
3900 Kinross Lakes Parkway #300, Richfield, OH 44286
Kris Heinrich, Kris.Heinrich@AssuredPartners.com

EXPERIENCE:

Beachwood Boulevard Storm Sewer
City of Beachwood – Joe Ciuni – City Engineer
25325 Fairmount Blvd, Beachwood, OH 44122
216-518-5544
Date Complete – 95% Complete
\$1,502,696.15

Union Street (CR-233) Resurfacing
Cuyahoga County Department of Public Works – Mike Tworzydlo – Chief Section Engineer
2079 E 9th St, Cleveland, OH 44115
216-348-3895
Date Complete – 07/31/22
\$1,084,826.42

ODOT IR 480 WB Safety – ODOT 210285
Ohio Department of Transportation – District 12 – Pete McHugh – Area Engineer
1980 W Broad St, Columbus, OH 43223
216-581-2100
Date Complete – 90% Complete
\$3,296,218.47

York Rd (CR-46) Resurfacing
Cuyahoga County Department of Public Works – Mike Tworzydlo – Chief Section Engineer
2079 E 9th St, Cleveland, OH 44115
216-348-3838
Date Complete – 07/05/22
\$4,008,200.34

Oakmount Infrastructure Improvements
City of South Euclid – Andrew Blackley – City Engineer
1349 S Green Rd, South Euclid, OH 44121
216-731-6255
Date Complete – 11/12/21
\$1,573,569.15

Brookland Avenue Reconstruction
City of Solon – John Busch – City Engineer
34200 Bainbridge Rd, Solon, OH 44139
440-248-1155
Date Complete – 95% complete
\$1,568,375.50



Som Center/Aurora Intersection Improvement PID 93607

City of Solon - John Busch- Engineering

34200 Bainbridge Rd, Solon, OH 44139

440-349-6745

Date Complete – 07/26/21

\$7,157,626.96

Avalon & Strathavon Roads Waterline Replacement

City of Shaker Heights - Chris Gordon

3400 Lee Rd, Shaker Hts., OH 44120

216-491-1440

Date Complete – 7/31/2020

\$1,056,987.04

Holland Road Reconstruction Project

City of Brook Park - Ed Piatak- Engineering

6161 Engle Rd, Brook Park, OH 44142

216-433-1300

Date Complete – 11/01/2019

\$2,323,223.70

Madison Avenue Rehabilitation

City of Cleveland - Richard Switalski- Engineering

601 Lakeside Ave. Rm 518, Cleveland, OH 44114

216-664-2390

Date Complete – 11/01/2019

\$2,584,832.76

Resurfacing of Pleasant Valley Road

Cuyahoga County and ODOT - Juliann Conway

2079 E. 9th St. 2nd Floor, Cleveland, OH 44115

216-348-3838

Date Complete – 12-31/2019

\$2,932,243.82

Creek Utility Rehabilitation

City of Independence – Donald Ramm – City Engineer

6800 Brecksville Rd, Independence, OH 44131

216-524-1374

Date Complete – 07/29/22

\$200,000.00

COMPLETE JOB HISTORY AVAILABLE UPON REQUEST



**CATT'S CONSTRUCTION, INC.
OFFICERS LIST:**

Michael W. Dempsey
President
19589 Stroughton Dr
Strongsville, Ohio 44149

James C. Harrington
Vice President
1072 Nicholson Ave.
Lakewood, Ohio 44107

Name Michael Dempsey
Address 19589 Stroughton Drive
Address Strongsville, Ohio 44149
Phone 440-263-1068

Current Job Title: CATTS Construction, Inc.
President/Owner

Construction Operations OOE Training Center

Education/Training: Training for: Excavator, Dozer and Backhoe
Equipment

Employment History:

2001-2004	Independence Recycling
2004-2006	Great Lakes Construction
2006-2010	Terrace Construction
2010- Present	CATTS Construction, Inc (Incorporated 9/29/10)

Work Experience:

Operated Various Excavating Equipment
for
Roadway Excavation and Sewer &
Water main Installation for City, County
and
State Work
Foreman
Supervisor

Projects: See Experience List

BEN SMITH

bsmith@cattsconstruction.com

440-665-0586

I have been employed in the mainline sewer/water and paving construction industry since 1973. Heavy highway equipment operator, material purchasing, estimating and project management are all areas in which I have extensive experience

EXPERIENCE:

November 2017 – Present

Catts Construction, Inc.

Estimator/Project Manager

Assist with preparation of all bids, with a concentration on water and sewer projects. Assist project superintendents with project management throughout the construction of our underground projects.

March 2013 – November 2017

Grace Automation Services/ Pride of the Hills Mfg., Inc.

Technical Sales Rep

Technical sales of oil and gas production equipment and oil field automated measurement and operation controls.

May 2006 – March 2013

Grade Line, Inc.

Estimator/Office Manager/Project Coordinator for sewer and water construction company.

Prior to my time at Grade Line, Inc. I was sole proprietor of B.V. Smith Construction Co. from 1985 to 2006. During that time, we built nearly 100 housing subdivisions for private developers in Lake, Geauga and Cuyahoga counties. We performed all underground utility work with in house equipment and employees. I was responsible for all aspects of running the business, from office administration to field operations.

REFERENCES:

John Busch, PE	City of Solon, Engineer ibusch@solonohio.org 440-346-5360
William Drsek	City of Solon, Director of Public Works wdrsec@solonohio.org 440-669-9354
Donald Ramm, PE	City of Independence, Engineer rammdo@independenceohio.org 216-852-3956
Gary Yelenosky, PE	City of Broadview Heights, Engineer gyelenosky@broadview-heights.org 330-523-8341

Richard Darren Singleton

Construction
Superintendent

Darren Singleton

14394 Robins Road
Senecaville, Ohio 43780
740-630-8184
darren.singleton68@gmail.com



Experience

Over 30 years in the construction industry coordinating work in a variety of settings under various specifications and in varying geographical regions such as Ohio, Pennsylvania, Virginia, West Virginia, Massachusetts, and Illinois. Experiences in running most heavy equipment including specialties in finish dozers, excavators, gradalls, and concrete pavers. I have been employed in Cleveland for the past 20 years.

Most Recent Job Title

Senior Project Superintendent (13 years)

- Management of all phases of multimillion dollar highway and street rehabilitation projects
- Installation of underground utilities
- Allocation of personnel, equipment and materials to maintain budgets and deadlines
- Estimating and bidding projects up to 45 million dollars

Work History

Charleston Construction / Laborer 1987-1992. St. Albans, West Virginia

- General labor to general foreman
- Heavy highway construction

Great Lakes Construction Company / Intern, Foreman 1989-1991. Cleveland, Ohio

- Intern while in college for construction management
- Concrete paving foreman
- Heavy highway construction

Ruhlin Construction Company / Project Manager, Foreman 1993-1994. Wadsworth, Ohio

- Hired for 30 million dollar paving job- purchased equipment, completed job in its entirety
- Upon completion, awarded *Ohio Smooth Paving Award*

Tri-Mor Corporation / Forman 1995-1999. Twinsburg, Ohio

- Mainline paving foreman- 100,000 cubic yards per year
- Subdivision paving

Terrace Construction / Senior Project Superintendent 2000- 2019, Cleveland, Ohio

- Senior project superintendent
 - Completion of 45 million dollar Euclid Corridor Project 2008
 - State, city, and county contracts
 - ODOT Superior Rating
 - Cleaning and lining of large diameter water lines (48") in Boston and Chicago
 - Project Estimator

Catts Construction/ Superintendent 2019- present Cleveland, Ohio

Education

Meadowbrook High School / Diploma 1987, Byesville, Ohio

Columbus State Community College 1987-1989. Columbus, Ohio

Gomaco School / Advanced Concrete Paving Machine Certificate 1987-1989, Iowa

Class "A" CDL 2002, Newcomerstown, Ohio

OSHA

- Competent Person Training
- Confined Space Training
- Trench Safety Training
- 30 Hour Safety Training

CPR Certificate Current. Byesville, Ohio

Additional

33 year member of the Laborer's International Union

References

William O'Hara Senior Project Superintendent, Tri-Mor Corporation	330-351-1300
Tracy Hartnett Mercado City of Cleveland Chief Inspector, Engineering and Construction	216-857-5447
Craig Ronyak Estimator, Project Manager, Burton-Scot Construction	440-669-6804

Brian J. Cave, P.E.

13345 Spruce Run Drive, #205
North Royalton, OH 44133

Phone: (440) 670-2876
Email: bjcave@yahoo.com

Accomplished and versatile civil engineering professional with over 19 years of experience in land development and construction project management. Proficient communicator well versed in utility, drainage and pavement design, interpreting blueprints, project estimating, contract negotiations, document preparation, material procurement, OSHA safety standards and OEPA/ACOE regulations and permitting procedures. Responsible for managing all aspects of land development and construction projects to achieve quality, timing and budget specifications.

AREAS OF EXPERTISE

- Land acquisition due diligence investigation (soils, environmental, surveys, wetlands, utility availabilities, etc.)
- Wetland delineation and permitting
- Feasibility development and management of project budget, schedule and cash flow
- Coordination with municipalities and government agencies from entitlement to final acceptance of public dedication
- Oversight of design documents, site improvement plans and platting for project coordination and accuracy
- Management of bidding, contracting, RFI/RFP, submittals, invoicing and project meetings
- Contractor, client and public relations
- Coordination with dry utility companies for design and on-time delivery
- Storm water pollution prevention plan compliance (SWPPP)
- Management of day-to-day fieldwork between contractors, inspectors, engineers and master developers
- Site clearing, mass earthwork, wet/dry utilities, concrete/asphalt paving, landscaping and project punch-out
- HOA creation and coordination with property management companies
- Outlook, MS Office, PowerPoint, SharePoint, Concur, MS Project, HCSS

PROFESSIONAL EXPERIENCE

CATTS Construction, Inc. 21223 Aurora Road, Warrensville Heights, OH
2019 – Present
Project Manager – Manage underground and concrete pavement projects.

Northeast Ohio Regional Sewer District 3900 Euclid Ave, Cleveland, OH
2018 – 2019
Construction Supervisor – Manage large storm water projects within the District's Watersheds division.

PulteGroup, Inc. (Pulte Homes) 387 Medina Rd, Medina, OH
2012 - 2018
Land Project Manager – Managed all aspects of residential land development including due diligence, feasibility, entitlement, design, contracting and construction to final turnover of developed lots to vertical construction.

Chagrin Valley Paving, Inc. 17290 Munn Rd, Chagrin Falls, OH
2009 - 2012
Construction Project Manager/Supintendent – Managed all day-to-day operations for multiple paving, milling and miscellaneous construction projects including scheduling of staff, materials, equipment mobilization, traffic control and liaison to government officials and clients.

Project Technologies & Services (Alcoa) 5543 Canal Rd, Cleveland, OH
2007 - 2009
Project Manager – Managed industrial improvement projects within the Alcoa Cleveland aluminum forging facility.

Gross Builders 14300 Ridge Rd, North Royalton, OH
1999 - 2007
Field Engineer – Managed design and construction of residential land development project.

EDUCATION & QUALIFICATIONS

Bachelor of Science in Civil Engineering (BSCE) Ohio University, 1999
Professional Engineer (P.E.), State of Ohio License No. 69053 (active)

To: All Employees
FROM: Michael Dempsey
DATE: May 27, 2022
SUBJECT: Sexual Harassment Policy Statement

The CATTs Construction, Inc. is committed to providing a working environment free from discrimination, and to prohibit harassment of employees and applicants, including sexual harassment. CATTs Construction, Inc. will implement the policy to fully comply with applicable federal, state and local laws, rules and regulations in the area of non-discrimination and harassment of employment.

Sexual harassment is defined as any unwelcome or unwanted sexual advance, request for sexual favors, or other verbal or physical conduct of a sexual nature from someone in the workplace that creates discomfort and/or interferes with the job. Conduct constitutes harassment when:

Submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment; Submission to or rejection of such conduct by an individual is used as the basis for employment decisions and/or retaliation; or

Such conduct has the purpose or effect of interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Harassment will not be tolerated in the CATTs Construction, Inc.'s workplace. Such conduct is subject to discipline, up to and including termination. Any employee who believes he or she is a victim of sexual harassment must immediately report any incident to the company's designated EEO Officer. The company will not tolerate retaliation against any employee who complains of sexual harassment or provides information in connection with any such complaint.

Point of Contact:

If you have any questions regarding this policy, please contact Angela Zacharias, EEO Officer, at (440) 540-4730.



SURETY:

Western Surety Company

AssuredPartners of Ohio, LLC – Kris Heinrich

3900 Kinross Lakes Parkway #300

Richfield, OH 44286

Kris.Heinrich@AssuredPartners.com

BANK:

CF Bank – Jennifer Gentile

28879 Chagrin Blvd

Woodmere, OH 44122

(216) 468-6136

MAJOR MATERIAL SUPPLIERS:

Osborne Concrete & Stone – Ed Fabis

PO Box 249

Grand River OH 44045

(440) 357-5562

Kokosing Materials

PO Box 932723

Cleveland OH 44193

(740) 694-9585

Cuyahoga Supply & Tool

5340 Perkins Rd

Bedford Hts OH 44146

(440) 439-9393

Crooked River Materials

3100 E 45th St – Suite 452

Cleveland OH

(216) 641-4700



**Bureau of Workers'
Compensation**

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

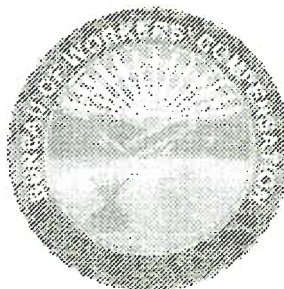
This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer
01618323

CATTS CONSTRUCTION INC
CATTS CONSTRUCTION INC
21223 AURORA RD
BEDFORD OH 44146-1013

Period Specified Below
07/01/2023 to 07/01/2024



www.bwc.ohio.gov
Issued by: BWC

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



**Bureau of Workers'
Compensation**

You must post this language with the Certificate of Ohio Workers' Compensation.



Department of
Development

Mike DeWine Governor
Jonusted Lt. Governor

Lydia L. Mihalik Director

May 10, 2023

Angela Zacharias,
HR Manager
CATTS Construction, Inc.
21223 Aurora Rd
Warrensville Heights, OH 44146

SUBJECT: Certificate of Compliance Certification
Status: Conditional
Effective Dates: May 10, 2023 - November 10, 2023

Dear Angela Zacharias:

The Ohio Department of Development, Minority Business Development Division (MBDD) hereby issues CATTS Construction, Inc. a Certificate of Compliance. The Certificate shall be in force for 180 days from the date of issuance.

Section 9.47 of the Revised Code requires MBDD to review affirmative action programs and plans of each company desiring to participate on state or state-assisted construction contracts and determine whether that company has violated any affirmative action programs and goals for which that company was obligated to meet during the preceding five years. Based on the above-referenced review, MBDD has found no such violation(s).

Please be advised that for CATTS Construction, Inc. to maintain certification status, CATTS Construction, Inc. must continue to ensure equal employment opportunities in accordance with applicable state and federal EEO laws, rules, regulations, guidelines, and meet those contractual obligations for which CATTS Construction, Inc. has agreed.

Sincerely,

Monica L. Womack
Chief

City of Beachwood

BID OPENING

DAY/ DATE: 09 / 21 / 2023
month/day/year

TIME: 1:00 P.M. **LOCATION HELD:** Conference Room A

FOR (ITEM OR PROJECT): BIDDERS FOR TIMBERLANE / GREEN SANITARY RELIEF SEWER PHASE I

PERSON OPENING BIDS: Whitney Crook, Clerk of Council

<u>BIDDER NAME</u>	<u>BID BOND</u> (Properly Executed & Signed)	<u>NON-COLLUSION</u> <u>AFFIDAVIT</u> (Properly Executed)	<u>BID AMOUNT</u>
Nerone & Sons, Inc.	✓	✓	\$ 6,717,238.07
Eclipse Co	✓	✓	\$ 4,839,244.15
Fabrizi Trucking & Paving Co, Inc.	✓	✓	\$ 4,641,458.07
CATTS construction	✓	✓	\$ 4,586,201.17
			\$
			\$
			\$

**ALL OTHER BID DOCUMENTS ARE
ON FILE IN THE OFFICE OF THE
CLERK OF COUNCIL.**

CONTRACT WITH CATTS CONSTRUCTION, INC. FOR THE TIMBERLANE / GREEN SANITARY RELIEF SEWER PHASE I PROJECT; AND DECLARING THIS TO BE AN URGENT MEASURE

This Contract is entered into by and between CATTS CONSTRUCTION, INC., 21223 Aurora Road, Warrensville Heights, Ohio 44146 ("Contractor") and the CITY OF BEACHWOOD, OHIO, 25325 Fairmount Boulevard, Beachwood, Ohio 44122 ("City");

WHEREAS, the Clerk of Council, pursuant to a Motion passed by Council on **February 21, 2023**, advertised for bids for the work and/or services, hereinafter described, on **August 31, 2023 and September 7, 2023** which bids were due on or before **1:00 o'clock P.M. on Thursday, September 21, 2023**, at which time all bids were publicly opened and immediately tabulated and filed for public inspection with the Clerk of Council; and

WHEREAS, Council received the tabulation of the bids at a Public meeting held on **October 16, 2023**, at which time Council adopted **Ordinance No. 2023-** approving the bid of the Contractor to be the lowest and best bid ("Bid") and awarding this Contract.

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

1. Based upon the recommendation of the Public Works Director, and as approved by City Council, the Mayor is authorized to enter into this Contract for Timberlane / Green Sanitary Relief Sewer Phase I with the Contractor, in an amount not to exceed Four Million Seven Hundred Eighty-Six Thousand Two Hundred One Dollars and Seventeen Cents (\$4,786,201.17) which includes a Two Hundred Thousand Dollar and No Cents (\$200,000.00) Contingency.

2. The Contractor shall provide labor and materials for the Timberlane / Green Sanitary Relief Sewer Phase I as submitted in its bid proposal and in accordance with the City's specifications. Before commencing any work, Contractor shall submit an action plan for approval by the Beachwood Police Department showing the means the Contractor will use to comply with the Supervision and Safety requirements contained in the specifications. All work shall be completed in accordance with a time schedule approved by the Public Works Director.

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

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

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

6. Contractor shall provide labor and materials for the Beachwood Boulevard Storm Sewer Improvements without any sub-contractors and will provide proper supervision and supervisory personnel in connection therewith.

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

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

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

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

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

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

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

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

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

CATTS CONSTRUCTION, INC.

CITY OF BEACHWOOD

By:_____

By:_____

Title:_____

Justin Berns, Mayor

Date:_____

Date:_____

Approved as to form:

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

CERTIFICATE OF THE DIRECTOR OF FINANCE

To the Mayor/Director of Public Safety:

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

Larry Heiser
Director of Finance
Date: _____

FINDINGS FOR RECOVERY CERTIFICATION

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

SIGNATURE

PRINTED NAME

TITLE

DATE

City of Beachwood

POLICE DEPARTMENT MEMORANDUM

TO: Mayor Justin Berns

FROM: Katherine McLaughlin
Chief of Police

DATE: October 6, 2023

SUBJECT: Pole Camera Purchase



Pole Mounted Security Cameras are an invaluable Law Enforcement tool. They act as a cost-effective force multiplier, giving our agency additional eyes on the ground in areas associated with criminal activity. Scenarios and uses that pole cameras can benefit our agency:

1. Increase Officer Safety
2. Business and Parking Lot Security
3. Special Events
4. Crowd and Traffic Control
5. Covert Investigations and Organized Crime
6. Highways and Intersection Monitoring
7. Natural Disasters
8. Crash Scenes
9. Fire Scenes

They help gather vital evidence for investigations and prosecutions and act as a visual deterrent to deter potential offenders.

We are requesting to go out to bid for a Pole Mounted Security Camera on the October 16, 2023 City Council agenda. This unit will be deployed at the multiple scenarios listed above and assist our department by having this important tool available to our officers and residents at all times. We currently have to request use of a pole camera through Cuyahoga County and the units are not always available when we need them for specific events. The estimated cost for one of these units is \$70,000.

Thank you in advance for your consideration.

INTRODUCED BY:

ORDINANCE NO. 2023-108

AN ORDINANCE AUTHORIZING THE MAYOR TO RENEW AN AGREEMENT WITH GLAUS, PYLE, SCHOMER, BURNS AND DEHAVEN, INC. DBA GPD GROUP FOR TRAFFIC ENGINEERING SERVICES FOR THE CITY OF BEACHWOOD, OHIO; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Police Chief has recommended renewing the Agreement with GPD Group for Traffic Engineering Services, for the City of Beachwood, Ohio in an amount not to exceed Thirty-Six Thousand Dollars and No/ Cents (\$36,000.00).

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

Section 1: Based upon the recommendation of the Police Chief, the Mayor is hereby authorized to enter into a renewal contract with Glaus, Pyle, Schomer, Burns and Dehaven, Inc. dba GPD Group ("GPD Group") for Traffic Engineering Services for the City of Beachwood, Ohio in an amount not to exceed Thirty-Six Thousand Dollars and No/ Cents (\$36,000.00) for the period of January 1, 2024 through December 31, 2024, in a form substantially similar to the Proposal for Services that is attached hereto and incorporated herein by reference as Exhibit "A".

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

Section 3: This Ordinance is hereby declared an urgent measure necessary for the immediate preservation of the public peace, health or safety or the efficient operation of the City, and for the further reason that traffic engineering services are readily available to the City and its residents; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

Attest: I hereby certify this legislation was duly adopted on the 16th day of October, 2023, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 17th day of October, 2023.

Clerk

Approval: I have approved this legislation this 17th day of October, 2023 and filed it with the Clerk.

Mayor



September 20, 2023
2022119.19

Katherine McLaughlin
Police Chief
City of Beachwood
2700 Richmond Road
Beachwood, Ohio 44122

Traffic Engineering Services Proposal 2024 Traffic Signal System Management City of Beachwood, Ohio

Dear Chief McLaughlin,

GPD Group appreciates the opportunity to submit this Traffic Engineering Services Proposal for the ongoing management and monitoring of the City's traffic signal system in Beachwood, Ohio, along with various other traffic engineering services as requested. The following scope is GPD Group's estimate of the tasks needed to manage Beachwood's traffic signal system and respond to City requests:

1. GPD will access the system on a weekly basis to review system operations and ensure all signals are operating as intended. Alert logs will be reviewed and any reported issues will be investigated remotely or through field investigation to determine whether they are still ongoing or have since been resolved.
2. GPD will coordinate any service requests with Signal Service who is the City's current signal maintenance provider. The City will be informed of such requests prior to communicating with Signal Service to ensure that there are adequate funds to pay for such repairs.
3. GPD will review and investigate any requests for timing changes made by City representatives or the public and implement such changes should they be found to be beneficial to the overall traffic flow or address an ongoing issue while not having an adverse impact on others.
4. GPD will attend quarterly traffic meetings with the City of Beachwood and discuss any ongoing issues and areas for improvement. GPD will also provide general reviews and offer feedback for other traffic-related items unrelated to the management of the traffic signal system when requested by City staff or representatives.

GPD Group's Hourly Not to Exceed Fee for the management of Beachwood's traffic signal system and providing traffic engineering services to the above Scope of Work for calendar year 2024 is **\$36,000**. These fees include all direct reimbursable expenses that may be incurred by GPD Group as the project progresses such as vehicle mileage, photographs, mailings, etc. Excluded from the fee would be any significant changes to the Scope of Work deemed necessary as the year progresses.

GPD Group appreciates this continued opportunity to offer our professional Traffic Engineering services to the City of Beachwood. If you have any questions or comments regarding the contents of this proposal, please feel free to contact me at (216) 927-8688 or via email at kwestbrooks@gpdgroup.com.

Sincerely,
GPD Group

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

Kevin Westbrooks, PE, PTOE
Project Manager / Traffic Engineer

TERMS AND CONDITIONS

Glaus, Pyle, Schomer, Burns and Dehaven, Inc. dba GPD Group ("GPD") shall perform the services outlined in the proposal attached to this agreement, or any other performance rendered by GPD, (collectively referred to as the "Work") in accordance with the following Terms and Conditions for the party identified as Client ("Client") in the corresponding proposal:

Information and Access. When applicable, Client shall make available any and all plans, drawings, or other documentation, which relate to the Work in addition to any other information which one should consider as it relates to the Work. Client shall provide additional information upon GPD request. In the event that new, modified or changed information becomes available Client shall inform GPD of such immediately. Client shall insure access to the property or site(s) is available to GPD at agreed upon times, and Client shall make available representatives who will be the most knowledgeable concerning the Work which GPD shall perform. Client acknowledges that GPD shall regard all Client information as reliable and accurate, and hereby warrants such. Client agrees that GPD may assume that all plans, designs, structures and specifications related to the Work have been properly designed in accordance with the highest standard of care and are adequate for all purposes other than specifically addressed by the Work. GPD shall not be responsible for existing, hidden or unknown conditions and shall have no responsibility for the discovery, presence, handling, removal, disposal of hazardous materials of any form.

Billing and Payment. GPD, at its option, will submit invoices for services and reimbursable expenses on a monthly basis, unless otherwise agreed upon. Client shall pay invoices in full within 30 days after the invoice date. Any invoice or part thereof which has not been paid within 60 days shall accrue interest at 1.5% per month (equivalent to 18% per annum) until paid in full. GPD shall have the right to suspend the Work, terminate the agreement and retain and/or retrieve all work product until such invoices have been paid in full. The Client agrees to pay all costs of collection for unpaid fees, including but not limited to attorney costs.

Timeliness of Performance. GPD will endeavor to perform the Work with reasonable diligence and expediency consistent with the applicable standard of care. GPD shall not be responsible for, and will not be held liable for, damages arising directly or indirectly from any delays for causes outside of GPD control, including the actions or inactions of Client, other subcontractors or consultants, and third parties. If delays resulting from any such causes increase the cost and/or time required by GPD to perform the Work, GPD shall be entitled to an equitable adjustment in schedule and/or compensation.

Standard of Care. GPD's services shall be performed in a manner consistent with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time in the same location.

Indemnification. GPD and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other (which collectively includes officers, directors and employees) harmless from any and all damages, liabilities, claims, expenses or costs (including reasonable attorney's fees, expert-witness fees and defense costs) to the extent caused by its own negligent acts, professional errors, or omissions arising out of the Work or the performance of this agreement. Neither party shall be obligated to indemnify and hold the other harmless in any manner whatsoever for the negligence of another.

Risk Allocation. In recognition of the relative risks and rewards of the Work to Client and GPD, the risks have been allocated such that Client agrees, to limit the liability of GPD to Client, and any party claiming through Client through contract or otherwise, to a maximum aggregate total of five times the GPD fee, which under no circumstances shall exceed fifty thousand dollars (\$50,000.00). This limitation shall apply to any and all liability or cause of action, including but not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

Termination of Services. Either party may terminate this agreement upon 10 days written notice should the other fail to perform its obligations hereunder. In the event of such termination, Client shall pay GPD for all services rendered to the date of termination, all reimbursable expenses and reasonable termination expenses.

Ownership of Work Product. All Work, instruments of service, reports, drawings, specifications, electronic files, field data, notes and all other preparations by GPD shall remain the property of GPD, hereafter referred to as "Work Product". GPD shall retain all common law, statutory, and other reserved rights, including the copyright thereto in the Work Product. Client shall have a nonexclusive license in the Work Product that may not be used for any other purpose or project other than for which it was created without the written consent of GPD. Client reuse in violation of this section, or any changes or modifications to the Work Product not performed by GPD shall be considered an "Unauthorized Use." Client shall waive any and all claims related to Unauthorized Use and agrees to indemnify, defend, and hold GPD harmless from any and all claims, demands, expenses, including attorney's costs which may arise from such Unauthorized Use. The rights granted to Client in this section shall transfer upon payment and to the extent paid.

Confidentiality. Unless required by law or court order, GPD and Client shall not disclose the terms of this agreement or substance of the Work and shall treat such as confidential. This section shall not apply to any information after it is generally available to the public other than as a result of disclosure by GPD or Client, which is generally available to the public on the date of this agreement or which was lawfully received from a third party without a restriction on disclosure.

Dispute Resolution. With the exception of GPD claims related to billing and payment matters, which shall be at GPD's sole discretion, any claim or dispute between GPD and Client shall be submitted to non-binding mediation prior to the institution of arbitration proceedings, and shall be brought in a proper venue in Summit County, Ohio. This agreement and the Work shall be governed by the laws of the State of Ohio. No action or claim whether in tort, contract, or otherwise shall be brought against GPD more than two (2) years after the completion of the applicable portion of Work.

Entire Agreement. These terms and conditions and the attached GPD proposal describe the entire agreement between GPD and Client. Both parties mutually agree that all other terms and conditions are hereby rejected. No amendments to these terms and conditions shall be effective unless acknowledged by written signature. Client's acceptance to these terms and conditions, whether acknowledged by signature or not, is a condition precedent to GPD's commencement of the Work.

No Third Party Beneficiary. This agreement is made for the benefit of GPD and Client and is not intended to benefit any third party or be enforceable by any third party. The rights of the GPD and Client to terminate, rescind, or agree to any amendment, waiver, variation or settlement shall not be subject to the consent of a third party.

Assignment. Client shall not assign this agreement without the consent of GPD. GPD shall be permitted to assign rights and obligations in this agreement as it sees fit.

Severability. If any term, covenant, condition or provisions of this agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

The individual signing below hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of the firm represented as Client herein and shall bind such parties in a corporate capacity. Signature represents authorization and acceptance of the terms and conditions.

<u>SIGNATURE</u>	
Client: _____ Name of Firm	
_____ Signor Name	_____ Signature
_____ Title	_____ Date

INTRODUCED BY:

ORDINANCE NO. 2023-109

AN ORDINANCE AUTHORIZING THE MAYOR TO RENEW A CONTRACT WITH HALL PUBLIC SAFETY CO. FOR REPAIRS AND CHANGEOVERS IN CITY VEHICLES; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Police Chief has recommended renewing the Contract with Hall Public Safety Co., for the repairs, maintenance, changeovers, and installation of equipment in City vehicles in an amount not to exceed Fifty Thousand Dollars and No/Cents (\$50,000.00).

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

Section 1: Based upon the recommendation of the Police Chief, the Mayor is hereby authorized to enter into a renewal contract with Hall Public Safety Co. in an amount not to exceed Fifty Thousand Dollars and No/Cents (\$50,000.00) for the period of January 1, 2024 through December 31, 2024, in accordance with the contract, a copy of which is attached hereto and incorporated herein as Exhibit "A".

A service call is normally a two (2) hour minimum unless personnel are onsite for other work. Labor (second technician) charge is for the second person (traveling in the mobile unit with the first person) on the job if needed. Parts and supplies are above and beyond the labor rate and are quoted on an as needed basis per project. All parts and equipment are covered under factory warranty; this Contract does not include labor to remove or replace faulty parts or equipment. Unless declared an emergency by the City's Safety Director, a written quote shall be submitted to the Purchasing Supervisor for each job, the acceptance of which will be evidenced by the issuance of a Purchase Order by the City.

The Finance Director will notify Council in writing of any individual job in excess of \$25,000.00, and/or when the total aggregate cost for the year exceeds \$50,000.00.

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 hereby declared an urgent measure necessary for the immediate preservation of the public peace, health or safety or the efficient operation of the City; and for the further reason of authorizing the repair and changeover services for the 2024 calendar year; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

ORDINANCE NO. 2023-109

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

Attest: I hereby certify this legislation was duly adopted on the 16th day of October, 2023, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 17th day of October, 2023.

Clerk

Approval: I have approved this legislation this 17th day of October, 2023 and filed it with the Clerk.

Mayor



Hall Public Safety Upfitters

Corporate Office
8291 Darrow Rd.
Twinsburg, Ohio 44087
855-387-3911
Hallpublicsafety.com

Remit to/Mailing Address
12400 Beechlawn Ave. N.E.
Alliance, Ohio 44601

Customer

Beachwood Police Department

Attn: Ptl. Kemer
2700 Richmond Rd.
Beachwood, OH 44122

Estimate Date : September 28, 2023

Expiration Date : January 01, 2025

Project : Cost estimate for 2024

Sales rep : Caleb Hall

Customer PO : Vehicle repairs and
installation

Ship To

Attn: Ptl Kemer
2700 Richmond Rd.
Beachwood, OH 44122

#	Item & Description	Qty	Rate	Amount
1	The following is a list of charges for repairs and changeovers for the City of Beachwood Police, Fire and Service departments. This list is general and does not specify each project or job performed. More specific pricing can be estimated per project as needed.	1.00	0.00	0.00
2	Labor - Mobile SKU : Labor - Mobile This charge per hour rate is for 1 man and mobile unit (van) to respond onsite to perform work.	0.00	90.00	0.00
3	A service call is normally 2 hour min. unless we are onsite for other work.	1.00	0.00	0.00
4	Additional technician (mobile unit) SKU : Additional technician This charge is for a second man (travelling in the mobile unit with the first man) on the job IF NEEDED. Not all jobs require a second man and if the project is quoted per job, this charge may not show.	0.00	75.00	0.00
5	Hall Public Safety will complete numerous projects for the Police Dept. Fire Dept. and Service Dept.	1.00	0.00	0.00
6	We complete Police Car changeovers, cruiser additions, command vehicles, Mayor vehicles, special vehicle changeover and additions. We also complete repairs on emergency vehicles such as light bulb repairs, siren repairs, trouble shooting and other misc. repairs.	1.00	0.00	0.00
7	Standard police car changeover labor rate is between \$1500.00 and \$4900.00 per unit depending on the type of vehicle, amount of equipment and other factors such as Core technology, opticoms, body cameras, wireless modems and other equipment that has been added to the cruisers over time. ****Due to the new MDT/Camera systems installed, extra time is needed to complete the changeover properly.***All workmanship is warranted for the life of the vehicle in service for the PD.	1.00	0.00	0.00
8	Fire department and Service department projects are normally addition of lights or other equipment and are quoted out per project. The above stated hourly rate is in effect if not in a quote.	1.00	0.00	0.00

#	Item & Description	Qty	Rate	Amount
9	Parts for the above stated are above and beyond the labor rate and are quoted out on an as needed basis per project.	1.00	0.00	0.00
10	All parts and equipment are covered under factory warranty, this does not include labor to remove or replace faulty parts or equipment.	1.00	0.00	0.00
11	Service call for cruiser repairs as follows- For an emergency service call- meaning that a cruiser is out of service and needs immediate attention- 2 hr charge or total time to repair cruiser, which ever is greater For a non emergency service call- meaning that a cruiser is not out of service and can wait a short time period for a service tech to be in the area and can stop and perform the repair- 1 hr charge or total time to repair cruiser, which ever is greater.	1.00	0.00	0.00
			Sub Total	0.00
			Total	\$0.00

Notes

Thank you for your business !!

****Remit to/Mailing Address****

12400 Beechlawn Ave.
Alliance, Ohio 44601

Terms & Conditions

Estimate is good for 2020