

Beachwood City Council Meeting Agenda
Tuesday, September 3, 2019, 7:00 PM
at Beachwood City Hall, Council Chambers,
25325 Fairmount Boulevard, Beachwood, Ohio 44122

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

Agenda Items

1. Roll Call
2. Reports
 - a. Mayor
 - b. Council Member (non-agenda items)
 - c. Department Directors
3. Citizen's Remarks (City Council limits Citizen's Remarks to five (5) minutes each)
4. Approval of Minutes

Approval of the Minutes of the Planning and Zoning Committee Meeting held on February 4, 2019
Approval of the Minutes of the Building and Grounds Committee Meeting held on February 19, 2019
Approval of the Minutes of the Building and Grounds Committee Meeting held on February 25, 2019
Approval of the Minutes of the Committee of the Whole Meeting held on March 4, 2019
Approval of the Minutes of the Special Council Meeting held on July 15, 2019
Approval of the Minutes of the Regular Council Meeting held on August 5, 2019
Approval of the Minutes of the Special Council Meeting held on August 22, 2019

5. Building & Grounds Committee
Ordinance No. 2019-97
An Ordinance authorizing the Mayor to enter into a Site Lease Agreement with T-Mobile Central, LLC; and declaring this to be an urgent measure
6. Finance & Insurance Committee
Ordinance No. 2019-96
An Ordinance authorizing and directing the payment of Certain Claims (Bills) for Professional and Other Services; and declaring this to be an urgent measure
7. Finance & Insurance Committee
Ordinance No. 2019-98
An Ordinance Amending Appropriations for Current Expenditures and Other Expenses of the City of Beachwood, State of Ohio, for the Fiscal Year 2019, January 1, 2019 to December 31, 2019, Inclusive; and declaring this to be an urgent measure

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| 8. | Finance & Insurance
Committee
Ordinance No. 2019-99 | An Ordinance authorizing the Director of Finance to transfer Certain Funds from the General Fund (101) to the Debt Service Fund (331) and the Capital Improvements Fund (441); and declaring this to be an urgent measure |
| 9. | Finance & Insurance
Committee
Ordinance No. 2019-100 | An Ordinance appointing one (1) Member to the City of Beachwood, Ohio Citizen Finance Advisory Committee; and declaring this to be an urgent measure |
| 10. | Finance & Insurance
Committee
Ordinance No. 2019-101 | An Ordinance authorizing the Mayor to renew a Contract with AT&T for Centrex Service; and declaring this to be an urgent measure |
| 11. | Public Works Committee
Ordinance No. 2019-102 | An Ordinance authorizing the Mayor to enter into an Agreement with the Ohio Department of Transportation ("ODOT") for Bridge Inspection Services; and declaring this to be an urgent measure |
| 12. | Safety & Public Health
Committee
Ordinance No. 2019-103 | An Ordinance authorizing the Mayor to purchase one (-1-) Fire Engine for the City of Beachwood, Ohio Fire & Rescue Department from Finley Fire Equipment Co., under the State of Ohio Term Schedule Contract No. 800721, waiving competitive bidding; and declaring this to be an urgent measure |
| 13. | Safety & Public Health
Committee
Ordinance No. 2019-104 | An Ordinance authorizing the Mayor to enter into an Agreement with Stryker Sales Corp. to provide Maintenance and Preventative Services for certain power load, power cots and stair chairs, for the City of Beachwood, Ohio Fire & Rescue Department from January 1, 2019 through December 31, 2021; and declaring this to be an urgent measure |

Pending

- | | | |
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| 1. | Planning & Zoning
Committee
Ordinance No. 2018-94 | <p>An Ordinance amending various sections of the City of Beachwood, Ohio Planning and Zoning Code and the City of Beachwood, Ohio Building Code to include the addition of Chapters 1108 and 1144. and the removal of Chapters 1115, 1149, 1301, 1315, 1319, 1321, 1323, 1325, 1331, and 1333</p> <p>Placed on First Reading and referred to P&Z: May 7, 2018</p> <p>Referred to Public Hearing that will be held on April 1, 2019: February 4, 2019</p> <p>Public Hearing held on: April 1, 2019</p> |
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**BEACHWOOD CITY COUNCIL PLANNING AND ZONING COMMITTEE MEETING
HELD AT BEACHWOOD CITY HALL, CONFERENCE ROOM A, 25325 FAIRMOUNT
BOULEVARD, ON MONDAY, FEBRUARY 4, 2019 AT 5:30 P.M.**

The meeting was called to order at 5:35 P.M. by Council Vice-President James Pasch.

ROLL CALL:	Present	J. Berns, B. Linick, J. Pasch
	Absent:	None
	Also Present:	Mayor M.S. Horwitz, A. Isaacson, B. B. Janovitz, E. Synenberg, J. Taylor, W. Griswold, O. Jacobs, G. Smerigan, T. Turick

1. Mayor's Report.

None.

2. Discussion regarding Zoning Code Text Amendment.

This item was listed on the Agenda as #3 but was moved to item #2 due to time constraints.

Mr. Berns recused himself from the discussion of this item. He has a conflict due to his brother representing the buyer of the building.

Mr. Pasch explained that currently there is a Zoning Code Text Amendment being requested for a building located on Park East Drive.

Mr. Pasch stated that he would like to consider this Zoning Code Text Amendment along with the Comprehensive Zoning Code Updates that is currently being reviewed.

Ms. Taylor stated that she would like the Mayor to consider ways to help the group of employees that will be losing their jobs with the sale of this building.

Mayor Horwitz stated that he would be glad to reach out to the Directors of the surrounding medical facilities regarding the employees that are losing their jobs.

This item will be placed on the next available Council Agenda for action.

3. Discussion regarding Zoning Code Updates as recommended by the Planning and Zoning Commission.

Mr. Berns returned to the meeting to continue the discussion on this item.

Mr. Linick departed the meeting at approximately 6:05 PM and returned to the meeting at approximately 6:15 PM.

Mr. Pasch stated that the Committee previously met in December and at that time Council was asked to provide Mr. Smerigan and Mr. Griswold with any questions they had pertaining to the proposed Zoning Code changes.

Mr. Griswold discussed several of the substantive changes during the discussion.

Mr. Pasch stated that the Master Plan was a reference that was used when considering what changes needed to be made. Mr. Pasch also stated that the Planning and Zoning Commission and the City Administration has worked for more than one year on these proposed changes.

Mr. Pasch stated that he would like to set this discussion for another Committee Meeting and a Public Hearing in March.

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

None.

ADJOURNMENT

Moved by B. Linick, seconded by J. Pasch, at 6:57 P.M. to adjourn the Planning and Zoning Committee Meeting to the next regularly scheduled Council Meeting.

Yes:	J. Berns, B. Linick, J. Pasch
No:	None.
Abstain:	None.
Not Voting:	None.
MOTION ADOPTED	

Approved:

Martin S. Horwitz, Mayor

Whitney M. Crook, Clerk of Council

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

**BEACHWOOD CITY COUNCIL BUILDING AND GROUNDS COMMITTEE MEETING
HELD AT BEACHWOOD CITY HALL, CONFERENCE ROOM A, 25325 FAIRMOUNT
BOULEVARD, ON TUESDAY, FEBRUARY 19, 2019 AT 5:30 P.M.**

The meeting was called to order at 5:36 P.M. by Chairman Justin Berns.

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

1. Mayor's Report.

None.

2. Discussion regarding signage – OHM Advisors

Ms. Turick introduced this item and provided background information on this project. The meeting was then turned over to Matt Hils and Cathy Fromet.

Mr. Hils discussed the proposal which is attached hereto for the official record and then he turned the discussion over to Ms. Fromet to discuss signage and wayfinding.

Mr. Hils stated that moving forward, OHM would study the Richmond Road and Chagrin Road Corridor for signage and wayfinding.

After the discussion, Mr. Berns stated that he would like to move this item to the next available agenda for approval.

3. Discussion regarding Building Use – Amend BCO 927.02

Ms. Turick introduced this item and gave background information.

Ms. Turick also gave a summary of the proposed changes. Those proposed changes are attached hereto for the official record.

Mayor Horwitz stated that the Administration has worked for approximately a year and a half on the proposed changes.

Mr. Berns stated that he would like to continue discussions on this item.

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

None.

ADJOURNMENT

Moved by A. Isaacson, seconded by E. Synenberg, at 6:54 P.M. to adjourn the Building and Grounds Committee Meeting to the next regularly scheduled Council Meeting.

Yes: J. Berns, A. Isaacson, E. Synenberg
No: None.
Abstain: None.
Not Voting: None.
MOTION ADOPTED

Approved:

Martin S. Horwitz, Mayor

Whitney M. Crook, Clerk of Council

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**BEACHWOOD CITY COUNCIL BUILDING AND GROUNDS COMMITTEE MEETING
HELD AT BEACHWOOD CITY HALL, CONFERENCE ROOM A, 25325 FAIRMOUNT
BOULEVARD, ON TUESDAY, FEBRUARY 25, 2019 AT 5:30 P.M.**

The meeting was called to order at 5:32 P.M. by Chairman Justin Berns.

ROLL CALL:	Present	J. Berns, A. Isaacson, E. Synenberg
	Absent:	None.
	Also Present:	Mayor M. S. Horwitz, D. A. Calta, B. Linick, J. Pasch, E. Synenberg, J. Taylor, W. Griswold, T. Turick, K. Zipay, G. Smerigan

1. Mayor's Report

None.

2. Executive Session Discussion regarding the Acquisition and Disposition of Public Property

Moved by E. Synenberg, seconded by A. Isaacson, at 5:33 P.M. to enter into Executive Session for the purpose of discussing the Acquisition and Disposition of Public Property.

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

MOTION ADOPTED

Back on the record at 6:48 P.M.

Moved by A. Isaacson, seconded by E. Synenberg, at 6:49 P.M. to adjourn the Executive Session.

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

MOTION ADOPTED

3. Any other matters coming before the Building and Grounds Committee

None.

ADJOURNMENT

Moved by A. Isaacson, seconded by E. Synenberg, at 6:50 P.M. to adjourn the Building and Grounds Committee Meeting to the next regularly scheduled Council Meeting.

Yes: J. Berns, A. Isaacson, E. Synenberg
No: None.
Abstain: None.
Not Voting: None.
MOTION ADOPTED

Approved:

Martin S. Horwitz, Mayor

Whitney M. Crook, Clerk of Council

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**BEACHWOOD CITY COUNCIL COMMITTEE OF THE WHOLE MEETING
HELD AT BEACHWOOD CITY HALL, CONFERENCE ROOM A, 25325 FAIRMOUNT
BOULEVARD, ON MONDAY, MARCH 4, 2019 AT 5:30 P.M.**

The meeting was called to order at 5:36 P.M. by Council President Brian Linick.

ROLL CALL:	Present	J. Berns, A. Isaacson, B. B. Janovitz, B. Linick, J. Pasch, E. Synenberg, J. Taylor
	Absent:	None
	Also Present:	Mayor M.S. Horwitz, D. Calt, C. Arrietta G. Haba, T. Turick, J. Ciuni, Kevin Westbrooks, Ryan Gillespie

1. Mayor's Report.

None.

2. Discussion regarding Chagrin Boulevard Project.

Mayor Horwitz introduced this item and state that he would like to move this forward as quickly as possible.

Mr. Linick then opened the item for discussion.

Mr. Westbrooks, Mr. Gillespie and Mr. Ciuni from GPD Group were in attendance to answer the Committee's questions.

Mr. Westbrooks discussed the various safety and traffic studies that were conducted during the planning portion of this Project.

Mr. Westbrooks also discussed the bridge work that will be added in to this project.

After the discussion, Ms. Turick went through the proposed timeline for this project and no further action was taken at this time.

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

None.

ADJOURNMENT

Moved by J. Berns, seconded by J. Pasch, at 6:51 P.M. to adjourn the Committee of the Whole Meeting to the next regularly scheduled Council Meeting.

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

Approved:

Martin S. Horwitz, Mayor

Whitney M. Crook, Clerk of Council

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

COMMITTEE OF THE WHOLE

1. An Ordinance authorizing the Mayor to enter into a Settlement and Release relating to a matter pending before the Industrial Commission of Ohio known as Claim No. 17-142990; and declaring this to be an urgent measure.

Moved by B. Linick, seconded by J. Pasch, that Ordinance No. 2019-82 be placed on final reading.

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

MOTION ADOPTED-RULES SUSPENDED

Moved by B. Linick, seconded by J. Pasch, that Ordinance No. 2019-82 be adopted.

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

MOTION ADOPTED

ADJOURNMENT

Moved by J. Pasch, seconded by J. Berns, to adjourn the Special Council Meeting at 8:00 A.M. to the next regularly scheduled Council Meeting.

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

MOTION ADOPTED

Approved:

Clerk

Mayor

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

CITIZEN'S REMARKS

Jillian Delong
25221 Bridgeton Drive

Ms. Delong will be running for School Board and wanted to introduce herself to City Council.

Chad Curtis

Mr. Curtis spoke about the project at 3800 Park East Drive

APPROVAL OF MINUTES

Approval of the Minutes of the Regular Council Meeting held on July 1, 2019.

Moved by B. Linick, seconded by J. Berns, that the Minutes of the Regular Council Meeting held on July 1, 2019 be approved.

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

BUILDING AND GROUNDS COMMITTEE

1. An Ordinance amending Chapter 903, "Use of Public Ways for Small Cell Wireless Facilities and Wireless Support Structures" of the Streets and Public Services Code; and declaring this to be an urgent measure.

Moved by J. Berns, seconded by B. B. Janovitz, that Ordinance No. 2019-84 be placed on final reading.

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

MOTION ADOPTED-RULES SUSPENDED

Moved by J. Berns, seconded by B. B. Janovitz, that Ordinance No. 2019-84 be adopted.

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

MOTION ADOPTED

2. An Ordinance amending Chapter 905, "Small Cell Design Guidelines," of the Streets and Public Services Code; and declaring this to be an urgent measure.

Moved by A. Isaacson, seconded by J. Berns, that Ordinance No. 2019-85 be placed on final reading.

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

MOTION ADOPTED-RULES SUSPENDED

Moved by A. Isaacson, seconded by J. Berns, that Ordinance No. 2019-85 be adopted.

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

MOTION ADOPTED

FINANCE AND INSURANCE COMMITTEE

1. An Ordinance appointing six (6) members to the City of Beachwood, Ohio Citizen Finance Advisory Committee; and declaring this to be an urgent measure.

Moved by B. Linick, seconded by B. B. Janovitz, that Ordinance No. 2019-86 be placed on final reading.

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

MOTION ADOPTED-RULES SUSPENDED

Moved by B. Linick, seconded by B. B. Janovitz, that Ordinance No. 2019-86 be adopted.

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

MOTION ADOPTED

2. An Ordinance appointing two (2) members to the City of Beachwood, Ohio Community Reinvestment Area Housing Council; and declaring this to be an urgent measure.

Moved by B. B. Janovitz, seconded by E. Synenberg, that Ordinance No. 2019-87 be placed on final reading.

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

MOTION ADOPTED-RULES SUSPENDED

Moved by B. B. Janovitz, seconded by E. Synenberg, that Ordinance No. 2019-87 be adopted.

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

MOTION ADOPTED

FINANCE AND INSURANCE COMMITTEE (CONTINUED)

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

Moved by A. Isaacson, seconded by E. Synenberg, that Ordinance No. 2019-83 be placed on final reading.

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

MOTION ADOPTED-RULES SUSPENDED

Moved by A. Isaacson, seconded by E. Synenberg, that Ordinance No. 2019-83 be adopted.

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

MOTION ADOPTED

4. An Ordinance amending appropriations for Current Expenditures and Other Expenses of the City of Beachwood, State of Ohio, for the Fiscal Year 2019, January 1, 2019 to December 31, 2019, Inclusive; and declaring this to be an urgent measure.

Moved by E. Synenberg, seconded by A. Isaacson, that Ordinance No. 2019-88 be placed on final reading.

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

MOTION ADOPTED-RULES SUSPENDED

Moved by E. Synenberg, seconded by A. Isaacson, that Ordinance No. 2019-88 be adopted.

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

MOTION ADOPTED

FINANCE AND INSURANCE COMMITTEE (CONTINUED)

5. An Ordinance amending the Credit Card Policy for the City of Beachwood, Ohio; and declaring this to be an urgent measure

Moved by J. Berns, seconded by J. Pasch, that Ordinance No. 2019-89 be placed on final reading.

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

MOTION ADOPTED-RULES SUSPENDED

Moved by J. Berns, seconded by J. Pasch, that Ordinance No. 2019-89 be adopted.

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

MOTION ADOPTED

LEGAL AND PERSONNEL COMMITTEE

1. An Ordinance appointing Thomas F. Greve as Substitute Prosecutor for the City of Beachwood, Ohio, establishing Compensation; and declaring this to be an urgent measure.

Moved by J. Pasch, seconded by J. Berns, that Ordinance No. 2019-90 be placed on final reading.

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

MOTION ADOPTED-RULES SUSPENDED

Moved by J. Pasch, seconded by J. Berns, that Ordinance No. 2019-90 be adopted.

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

MOTION ADOPTED

PLANNING AND ZONING COMMITTEE

1. An Ordinance Amending BCO Chapter 1111, Section 1111.02, Subsection (l) Class U-7A Uses of the City of Beachwood, Ohio Planning and Zoning Code.

Mr. Berns recused himself from this vote.

Moved by E. Synenberg, seconded by A. Isaacson, that Ordinance No. 2019-20 be placed on final reading.

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

MOTION ADOPTED-RULES SUSPENDED

Moved by E. Synenberg, seconded by A. Isaacson, that Ordinance No. 2019-20 be adopted.

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

MOTION ADOPTED

PUBLIC WORKS COMMITTEE

1. An Ordinance accepting a certain bid from Carron Asphalt Paving, Inc, for the 2019 Asphalt Patching Program; and declaring this to be an urgent measure.

Moved by B. B. Janovitz, seconded by J. Berns, that Ordinance No. 2019-91 be placed on final reading.

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

MOTION ADOPTED-RULES SUSPENDED

Moved by B. B. Janovitz, seconded by J. Berns, that Ordinance No. 2019-91 be adopted.

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

MOTION ADOPTED

PUBLIC WORKS COMMITTEE (CONTINUED)

2. An Ordinance authorizing the Mayor to purchase two (2) Bobcat Compact Track Loaders for the City of Beachwood, Ohio Public Works Department from Clark Equipment Company DBA Bobcat Company, authorizing the Trade-in of two (2) surplus PT 60 ASVs and one (1) Quick Attach 300 Hammer to offset a portion of the cost of the new purchase, further waiving competitive bidding; and declaring this to be an urgent measure.

Moved by A. Isaacson, seconded by J. Berns, that Ordinance No. 2019-92 be placed on final reading.

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

MOTION ADOPTED-RULES SUSPENDED

Moved by A. Isaacson, seconded by J. Berns, that Ordinance No. 2019-92 be adopted.

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

MOTION ADOPTED

SAFETY AND PUBLIC HEALTH COMMITTEE

1. An Ordinance amending Section 618.12 "Nuisance Conditions Prohibited," of the Codified Ordinances of the City of Beachwood, Ohio; and declaring this to be an urgent measure.

Moved by B. B. Janovitz, seconded by J. Berns, that Ordinance No. 2019-93 be placed on final reading.

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

MOTION ADOPTED-RULES SUSPENDED

Moved by B. B. Janovitz, seconded by J. Berns, that Ordinance No. 2019-93 be adopted.

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

MOTION ADOPTED

2. An Ordinance authorizing the Mayor to purchase two (2) Vehicles for the City of Beachwood, Ohio Police Department from Bedford Nissan, Inc., authorizing the Trade-In of a Surplus Vehicle to offset a portion of the cost of the New Purchase; and declaring this to be an urgent measure.

Moved by J. Berns, seconded by E. Synenberg, that Ordinance No. 2019-94 be placed on final reading.

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

MOTION ADOPTED-RULES SUSPENDED

Moved by J. Berns, seconded by E. Synenberg, that Ordinance No. 2019-94 be adopted.

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

MOTION ADOPTED

ADJOURNMENT

Moved by A. Isaacson, seconded by E. Synenberg, to adjourn the Regular Council Meeting at 7:55 P.M. to the next regularly scheduled Council Meeting.

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

Approved:

Clerk

Mayor

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

**BEACHWOOD CITY COUNCIL MINUTES OF THE SPECIAL COUNCIL MEETING HELD
AT BEACHWOOD CITY HALL, COUNCIL CHAMBERS, 25325 FAIRMOUNT
BOULEVARD, ON THURSDAY, AUGUST 22, 2019 AT 6:00 P.M.**

The meeting was called to order at 6:03 P.M. by Council President Brian Linick.

ROLL CALL:	Present:	J. Berns, A. Isaacson, B. B. Janovitz, B. Linick, J. Pasch, E. Synenberg, J. Taylor
	Absent:	None
	Also Present:	D. Calta

CITIZENS REMARKS

None.

COMMITTEE OF THE WHOLE

1. An Ordinance appointing the Law Firm of BakerHostetler and Carole S. Rendon as Special Counsel for the City of Beachwood, Ohio, establishing Compensation; and declaring this to be an urgent measure.

Moved by B. Linick, seconded by A. Isaacson, that Ordinance No. 2019-95 be placed on final reading.

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

MOTION ADOPTED-RULES SUSPENDED

Moved by B. Linick, seconded by A. Isaacson, that Ordinance No. 2019-95 be adopted.

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

MOTION ADOPTED

ADJOURNMENT

Moved by A. Isaacson, seconded by J. Berns, to adjourn the Special Council Meeting at 6:05 P.M. to the next regularly scheduled Council Meeting.

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

Approved:

Clerk

Mayor

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

INTRODUCED BY:

ORDINANCE NO. 2019-97

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A SITE LEASE AGREEMENT WITH T-MOBILE CENTRAL, LLC; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Mayor has received a proposal from T-Mobile Central, LLC to lease space on the Antenna Facility that is located at 2700 Richmond Road, Beachwood, Ohio 44122; and

WHEREAS, the lease term will be as follows: a one (1) year option to lease, which may be extended for up to one (1) additional year, followed by a five (5) year initial term ("Initial Term"), plus five (5) successive renewal terms ("Renewal Term") of five (5) years each, and nine (9) successive terms ("Extended Period") of one (1) year each; and

WHEREAS, T-Mobile Central, LLC will pay the sum of One Thousand Five Hundred Dollars No/Cents (\$1500.00) for the one (1) year option to lease, Two Thousand Dollars No/Cents (\$2000.00) for extension of the option, and thereafter, Three Thousand Dollars and No/Cents (\$3000.00) per month for the Initial Term; and

WHEREAS, T-Mobile Central, LLC will pay each successive Renewal Term an amount equal to one hundred fifteen percent (115%) of the rent of the immediately preceding term and each Extended Period shall be an amount equal to one hundred three percent (103%) of the rent for the immediately preceding term.

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 Site Lease Agreement with T-Mobile Central, LLC in a form substantially similar to the Agreement that is attached hereto and incorporated herein as Exhibit "A".

Section 2: This Council finds that the property subject to this Site Lease Agreement is not currently needed for a public purpose and that said Site Lease Agreement will promote the general welfare of the City of Beachwood.

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

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

ORDINANCE NO. 2019-97

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

Attest: I hereby certify this legislation was duly adopted on the 3rd day of September, 2019, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 4th day of September, 2019.

Clerk

Approval: I have approved this legislation this 4th day of September, 2019 and filed it with the Clerk.

Mayor

SITE LEASE TRANSMITTAL

Site Number: CL80646EDate Turned In: Date Turned In.Site Name: Beachwood City TowerMarket: Cleveland

Site Acquisition Coordinator: Dave Chrzan / Signal Mtn

Attached please find:

2 Landlord-signed leases
1 Landlord-signed/notarized memorandums
Select Owner Authorization Agreement
Select Landlord-signed W-9
Select Authorization to sign lease (if applicable)

Market Information

Market Entity Name: T-Mobile Central LLC
 Type of Entity: limited liability company
 Authorized Signor Name: James Kidd
 Authorized Signor Title: Market Director

NOTE: Enter a space (" ") into any fields which do not apply

Landlord Information

Landlord
 Name: City of Beachwood
 Landlord
 Entity: corporation
 (i.e. individual, corporation, LLC, etc.)
 Mailing Address: 25325 Fairmont Blvd.
 Beachwood, OH 44122
 Phone No.: 216-595-5462
 Email: Diane.Calta@beachwoodohio.com

Site Information

Site Address: 2700 Richmond Road,
 Beachwood, Cuyahoga
 County, OH 44122
 Square Footage: 240 square feet
 Parcel Number: 741-19-001

Option Terms

Option Amount: \$1500.00 = One Thousand Five Hundred dollars
 Option Term: one (1) year
 Option Renewal Term: One (1) additional one (1) year period

Lease Terms

Payee Name: City of Beachwood
 Payee 25325 Fairmont Blvd., Beachwood, OH 44122
 Address:
 Rent \$3,000.00= three thousand
 Amount:
 Rent Frequency: month
 Rent 115% = one hundred fifteen percent (*over preceding term*)
 Increase:
 Utilities: \$ Utilities amt number (e.g. 200) = Utilities amt written (e.g. two hundred) dollars
 Lease Term: five (5) years
 Renewal five (5) additional five-year (5)terms
 Terms:
 Cancel Terms: ninety (90) days prior

Site Type:

Lease Use

Please choose one item below:

- ☐ Ground only
- ☐ Tower only
- ☒ Tower and Ground
- ☐ Rooftop
- ☐ Watertank
- ☐ In-building
- ☐ Easement only
- ☐ Other, please specify

Instructions: The above table form section of this document is protected so fill-in fields will populate in the lease and MOL, which are unprotected. Be sure to check fill-in fields and other sections carefully for accuracy and proper format – make corrections. BE CAREFUL!

Non-Standard Changes: (Bullet point summaries only; no copying and pasting from lease)

Approved by:

 Real Estate Manager

 Date

 General Manager/Director

 Date

 Legal Department

 Date

 Vice President (if applicable) Date

SITE LEASE AGREEMENT

This **SITE LEASE AGREEMENT** (this "**Lease**") is effective the date of the last signature on this Lease (the "**Effective Date**") by and between City of Beachwood, a municipal corporation ("**Landlord**") and T-Mobile Central LLC, a Delaware limited liability company ("**Tenant**").

Landlord and Tenant agree to the following:

- 1. Property Description.** Landlord is the owner of the real property located at 2700 Richmond Road, Beachwood, Cuyahoga County, OH 44122, as further described on **Exhibit A** (the "**Property**"). The Property includes the premises which is comprised of approximately 240 square feet plus any additional portions of the Property which Tenant may require for the use and operation of its facilities as generally described on **Exhibit B** (the "**Premises**"). Tenant reserves the right to update the description of the Premises on **Exhibit B** to reflect any modifications or changes.
- 2. Option.** Landlord grants to Tenant an option to lease the Premises on the terms and conditions described in this Lease (the "**Option**"). The Option shall commence on the Effective Date and shall continue for a period of one (1) year (the "**Option Period**"). The Option Period will be automatically extended for a successive one (1) additional one (1) year period, unless Tenant provides written notice to the Landlord of its election to exercise or not renew its Option. For the first Option Period, Tenant shall pay Landlord One Thousand One Thousand Five Hundred and no/100 dollars (\$1500.00). For the additional Option Period, Tenant shall pay Landlord Two Thousand and no/100 dollars (\$2000.00).
- 3. Landlord Cooperation.** During the Option Period and Term (as defined below), Landlord shall cooperate with Tenant's due diligence activities, which shall include, but not be limited to, access to the Property for inspections, testing, permitting related to the Permitted Uses (as defined below). Landlord authorizes Tenant to sign, file, submit and obtain all zoning, land use and other applications for permits, licenses and approvals required for the Permitted Uses from all applicable governmental and quasi-governmental entities (collectively, the "**Governmental Approvals**"). Landlord's cooperation shall include the prompt execution and delivery of any documents necessary to obtain and maintain Government Approvals or utility services. Additionally, Landlord shall not take any actions which are in conflict with or interfere with Tenant's Governmental Approvals.
- 4. Antenna Facilities and Permitted Uses.** Tenant leases the Premises for its equipment, personal property and improvements associated with Tenant's wireless communications business (the "**Antenna Facilities**"). The Premises may be used for the construction, installation, operation, maintenance, repair, addition, modification, upgrading, removal or replacement of any and all Antenna Facilities (the "**Permitted Uses**") for no fee or additional consideration. The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant, at its expense, may use any and all reasonable means as Tenant deems necessary to control, secure or restrict access to the Antenna Facilities. Landlord hereby waives any and all lien rights it may have concerning the Antenna Facilities. Notwithstanding anything to the contrary in the Lease, (a) Tenant shall have the right to install the equipment shown on **Exhibit B** at any time during the Term without any increase in Rent, and (b) during the Term, Landlord shall reserve space and loading capacity on the Tower for Tenant's equipment shown on **Exhibit B**. If necessary to maintain service, Tenant shall have the right to locate a cell-on-wheels, or other temporary antenna facility on the Property. Landlord shall cooperate with the placement of the temporary facility at a mutually acceptable location.

5. Lease Term.

a) The Initial Term of the Lease shall be five (5) years commencing on the date of Tenant's exercise of the Option (the "**Commencement Date**"), and ending on the day immediately preceding the fifth (5th) anniversary of the Commencement Date (the "**Initial Term**"). The Initial Term, together with any Renewal Terms and Extended Periods are referred to collectively as the "**Term**."

b) The Initial Term shall automatically renew for five (5) successive renewal terms of five (5) years each (each a "**Renewal Term**"), provided, however, that Tenant may elect not to renew by providing notice prior to the expiration of the then current Term.

c) Upon the expiration of the final Renewal Term, Tenant shall have the right to continue to occupy the Premises and the Term shall automatically extend for up to nine (9) successive one (1) year periods (each, an "**Extended Period**"). Landlord may terminate the renewal of any Extended Period by delivery of notice at least six (6) months prior to the end of the then current Extended Period. Tenant may terminate any Extended Period at any time by delivery of notice to Landlord.

6. Rent/Other Charges.

a) Upon the Commencement Date, Tenant shall pay Landlord rent in the amount of three thousand dollars (\$3,000.00) per month (the "**Rent**"). Tenant shall deliver Rent to Landlord at the address specified in Section 15, or by electronic payment. The first Rent payment shall be due within thirty (30) days after the Commencement Date. Subsequent Rent shall be payable by the fifth day of each month.

b) The Rent for each successive Renewal Term shall be an amount equal to one hundred fifteen percent (115%) of the Rent for the immediately preceding Term. The Rent for each Extended Period shall be an amount equal to one hundred three percent (103%) of the Rent for the immediately preceding Term.

c) Rent for any partial month shall be prorated on a per day basis, based on the number of days in the month in question. Landlord shall cooperate with Tenant regarding the use of any electronic rent payment systems or the provision of any associated documentation. Tenant may condition payment of Rent and any other sums payable under this Lease upon Tenant's receipt of a duly completed IRS form W-9, or similar governmental form.

d) Any charges payable under this Lease other than Rent shall be billed by Landlord to Tenant within twelve (12) months from the date the charges were incurred or due; otherwise the charges shall be deemed time-barred and forever waived and released by Landlord.

7. **Interference.** Tenant shall not interfere with the radio frequency communications of Landlord or any of Landlord's existing tenants as of the Effective Date. After the Effective Date, Landlord shall not install, or permit any third party to install, any equipment or structures that interfere with or restrict the operations of Tenant. Any such interference shall be deemed a material breach of this Lease by Landlord and Landlord shall remove the cause of the interference within forty-eight (48) hours of notice. Tenant shall have the right to exercise all legal and equitable rights and remedies to end the interference.

8. Utility Services.

a) Tenant shall have the right to connect to, maintain, repair, upgrade, remove or replace existing utility related equipment and shall have the right to install new utility related equipment, including a generator , optical fiber facilities, and alternative energy related equipment, to service its Antenna Facilities, or cell-on-wheels on the Property (collectively, the “**Utility Facilities**”).

b) Tenant shall be responsible for all utilities charges for electricity, or any other utility service used by Tenant on the Premises. Tenant may install separate meters for Tenant’s utility usage. In the event separate meters are not installed, Tenant shall pay the periodic charges for all utilities attributable to Tenant’s use, at the rate charged by the servicing utility. Landlord shall diligently correct any variation, interruption or failure of utility service caused by Landlord or Landlord’s agents, contractors, employees or other tenants. Tenant shall install a submeter and endeavor to engage a meter reading service to record Tenant's usage and make payments to Landlord for its electric usage at the then current rate charged by the servicing utility.

9. Access and Easements.

a) Landlord shall furnish, at no additional charge to Tenant, unimpeded and secure access to the Premises on a 24-hours-a-day, 7-days-a-week basis to Tenant and Tenant’s **employees, agents, contractors** and other designees.

b) Landlord grants Tenant, at no additional Rent or charge, easements on, over, under and across the Property for ingress, egress, communications, power and other utilities, construction, demolition and access to the Premises and any Utility Facilities (collectively, the “**Easements**”). Landlord shall not modify, interrupt or interfere with any communications, electricity, or other utility equipment and easements serving the Property, except with the prior written approval of Tenant.

10. Termination. Tenant may terminate this Lease without further liability, upon thirty (30) days prior written notice to Landlord, for any of the following reasons: (i) changes in local or state laws or regulations which adversely affect Tenant’s ability to operate; (ii) a Federal Communications Commission (“**FCC**”) ruling or regulation that is beyond the control of Tenant; (iii) technical or economic reasons; or (iv) if Tenant is unable to obtain any Governmental Approval required for the construction or operation of Tenant’s Antenna Facilities. Upon ninety (90) days prior written notice to Landlord, Tenant may terminate this Lease for any or no reason. Within one hundred and twenty (120) days of the termination of this Lease, Tenant shall remove all Antenna Facilities. Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of the Lease, reasonable wear and tear and loss by casualty or other causes beyond Tenant’s control excepted.

11. Casualty and Condemnation. If the Premises or Antenna Facilities are damaged or destroyed by wind, fire or other casualty, Tenant shall be entitled to negotiate, compromise, receive and retain all proceeds of Tenant’s insurance and other claims and Tenant may terminate the Lease by written notice to Landlord. If the Premises, any Easements or Antenna Facilities are taken or condemned by power of eminent domain or other governmental taking, then: (a) Tenant shall be entitled to negotiate, compromise, receive and retain all awards attributable to (i) the Antenna Facilities, (ii) Tenant’s leasehold interest in the Property, (iii) any moving or relocation benefit available to Tenant and (iv) any other award available to Tenant that is not attributable to Landlord’s title to or interest in the Property. If the Antenna Facilities are not operational due to casualty or condemnation, Tenant shall have the right to abate the Rent for that period time. In addition, Tenant may terminate the Lease by written notice to Landlord.

12. Default and Right to Cure. A party shall be deemed in default under this Lease if it fails to make any payment, or to perform any obligation required of it within any applicable time period specified and does not commence curing such breach within thirty (30) days after receipt of written notice of such breach from the non-defaulting party ("**Default**"). This Lease, or Tenant's rights of possession shall not be terminated due to any Tenant Default unless: (a) the Default is material; (b) Landlord shall have given Tenant not less than thirty (30) days prior written notice, after the expiration of the cure period described above, and Tenant fails to cure or commence the cure of such Default within the second thirty (30) day notice period; and (c) Landlord lacks any other adequate legal or equitable right or remedy.

13. Taxes. Landlord shall pay when due all real estate taxes and assessments for the Property, including the Premises. Notwithstanding the foregoing, Tenant shall reimburse Landlord for any personal property tax paid for by Landlord which is solely and directly attributable to the presence or installation of Tenant's Antenna Facilities during the Term. Landlord shall provide prompt and timely notice of any tax or assessment for which Tenant is liable. Tenant shall have the right to challenge any tax or assessment and Landlord shall cooperate with Tenant regarding such challenge.

14. Insurance and Subrogation and Indemnification.

a) During the Term, Tenant and Landlord each shall maintain Commercial General Liability Insurance in amounts of One Million and no/100 Dollars (\$1,000,000.00) per occurrence and Two Million and no/100 Dollars (\$2,000,000.00) aggregate. Each party may satisfy this requirement by obtaining the appropriate endorsement to any master insurance policy such party may maintain. Tenant and Landlord shall each maintain "all risk" or "special causes of loss" property insurance on a replacement cost basis for their respectively owned real or personal property. Tenant will provide Landlord with a certificate of Insurance with Landlord named as additional insured.

b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of an insured loss, neither party's insurance company shall have a subrogated claim against the other party.

c) Subject to the property insurance waivers set forth in the preceding subsection (b), Tenant agrees to indemnify and hold harmless the Landlord from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liabilities, including reasonable attorneys' fees, to the extent caused by or arising out of: (i) any negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants or subtenants of the indemnifying party, (ii) any spill or other release of any Hazardous Substances (as defined below) on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants or subtenants of the indemnifying party, or (iii) any breach of any obligation of the indemnifying party under this Lease. The indemnifying party's obligations under this subsection are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and the indemnified party's granting it the right to control the defense and settlement of the same.

d) Tenant shall not be responsible or liable to Landlord or any third party for any claims, damages, costs, expenses, including liens, fines, penalties or other enforcement actions, attributable to any pre-existing violations of applicable laws, codes, ordinances or other regulations relating to the Property

(collectively, "**Pre-Existing Violations**"). To the extent Tenant is or may be required to cure such Pre-Existing Violations in order to obtain any Governmental Approvals for its Permitted Uses of the Premises, however, Tenant shall have the right, but not the obligation, to cure such Pre-Existing Violations and deduct the curative costs from Rent payable under this Lease.

e) The provisions of subsections (b) and (c) above shall survive the expiration or termination of this Lease.

15. Notices. All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. mail, certified, return receipt requested or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant, to:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/CL80646E

If to Landlord, to:

City of Beachwood
Attn: Law Department
25325 Fairmont Blvd.
Beachwood, OH 44122

Per the W-9 Form Rent is to be paid to:

City of Beachwood
25325 Fairmont Blvd., Beachwood, OH 44122

16. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants that: (a) Landlord has full right, power and authority to execute and perform this Lease and to grant Tenant the leasehold interest and Easements contemplated under this Lease; (b) Landlord has good and unencumbered title to the Property, free and clear of any liens or Mortgages (defined below) which will interfere with Tenant's Permitted Uses and any rights under this Lease; (c) the execution and performance of this Lease shall not violate any laws, ordinances, covenants, or the provisions of any Mortgage, lease, or other agreement binding on Landlord; (d) Tenant's use and quiet enjoyment of the Premises will not be disturbed; and (e) Landlord will be responsible, at its sole cost and expense, for maintaining all portions of the Property in good order and condition and in compliance with all applicable laws, including without limitation, the roof, any support structure owned by Landlord, HVAC, plumbing, elevators, landscaping and common areas.

17. Environmental Laws. Landlord and Tenant shall comply with all federal, state and local laws in connection with any substances brought onto the Property that are identified by any law, ordinance or regulation as hazardous, toxic or dangerous (collectively, the "**Hazardous Substances**"). Tenant agrees to be responsible for all losses or damage caused by any Hazardous Substances that it may bring onto the Property and will indemnify Landlord for all such losses or damages. Landlord agrees to be responsible for all losses or damage caused by any Hazardous Substances on or entering the Property, except those brought onto the Property by Tenant, and will indemnify Tenant for all such losses or damages including the cost of any investigation or remediation, or other actions required to comply with applicable law. Landlord represents that it has no knowledge of any Hazardous Substances on the Property.

18. Assignment.

a) Tenant shall have the right to assign, sublease or otherwise transfer this Lease, upon written notice to Landlord, with Landlord's consent, which shall not be unreasonably withheld. Upon an assignment or transfer, Tenant shall be relieved of all liabilities and obligations and Landlord shall look solely to the transferee for performance under this Lease. Notwithstanding the foregoing, Tenant may assign this Lease to (i) any entity that (A) directly or indirectly holds an equity or similar interest in Tenant, (B) Tenant directly or indirectly holds an equity or similar interest in, (C) that is directly or indirectly under common control with Tenant, (ii) any entity which acquires all or substantially all of Tenant's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization, or (iii) to Tenant's parent, subsidiaries or affiliates or those of its parent. Upon receipt of a written request from Tenant, Landlord shall promptly execute an estoppel certificate.

b) Landlord shall have the right to assign and transfer this Lease only to a successor owner of the Property. Only upon Tenant's receipt of written verification of a sale, or transfer of the Property shall Landlord be relieved of all liabilities and obligations and Tenant shall look solely to the new landlord for performance under this Lease. Until Tenant receives required information and documents, Tenant shall not be responsible for any failure to make payments under this Lease and reserves the right to hold payments due under this Lease. Landlord shall not attempt to assign, or otherwise transfer this Lease separate from a transfer of ownership of the Property (the "**Severance Transaction**"), without the prior written consent of Tenant, which consent may be withheld or conditioned in Tenant's sole discretion. If Tenant consents to a Severance Transaction, Landlord and its successors and assigns shall remain jointly and severally responsible for the performance of all duties and obligations of the Landlord under this Lease.

19. Relocation. Landlord must provide Tenant at least six (6) months written notice of any repairs, maintenance or other work (the "**Work**") during the Term of the Lease which would require the temporary relocation of the Antenna Facilities. Landlord agrees that the Work will not interfere with or alter the quality of the services provided by the Antenna Facilities. Landlord will reimburse Tenant for all expenses incurred by Tenant required to accommodate the Work.

20. Marking and Lighting Requirements. If any tower or other support structure for Tenant's Antenna Facilities is owned by Landlord, Landlord acknowledges that Landlord shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration and the FCC. Landlord shall indemnify and hold Tenant harmless from any fines or other liabilities caused by Landlord's failure to comply with these requirements.

21. Miscellaneous.

a) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements with respect to the subject matter and Property. Any amendments to this Lease must be in writing and executed by both parties.

b) Landlord agrees to cooperate with Tenant in executing any documents which Tenant deems necessary to insure and protect Tenant's rights in, or use of, the Premises. Landlord shall execute and deliver: (i) a Memorandum of Lease in substantially the form attached as Exhibit C; and (ii) if the Property is encumbered by a deed, mortgage or other security interest (each, a "**Mortgage**"), a subordination, non-disturbance and attornment agreement using Tenant's form.

c) This Lease shall be construed in accordance with the laws of the state or territory in which the Property is located, without regard to the principles of conflicts of law.

d) If any term of this Lease is found to be void or invalid, the remaining terms of this Lease shall continue in full force and effect. Any questions of particular interpretation shall be interpreted as to their fair meaning.

e) Each party hereby represents and warrants to the other that this Lease has been duly authorized, executed and delivered by it, and that no consent or approval is required by any lender or other person or entity in connection with the execution or performance of this Lease.

f) If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fee or other payment to such agent.

g) This Lease and the interests granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

h) This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this Lease shall legally bind the parties to the same extent as original documents.

LANDLORD: City of Beachwood

By: _____

Printed Name: _____

Title: _____

Date: _____

TENANT: T-Mobile Central LLC

By: _____

Printed Name: James Kidd

Title: Market Director

Date: _____

T-Mobile Legal Approval

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

Dated: _____

Notary Public
Print Name _____
My commission expires _____

Site Number: CL80646E
Site Name: Beachwood City Tower
Market: Cleveland

I certify that I know or have satisfactory evidence that James Kidd is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Market Director of T-Mobile Central LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



(Use this space for notary stamp/seal)

EXHIBIT A
Legal Description

Property address of 2700 Richmond Road, Beachwood, Cuyahoga County, OH 44122
Assessor's tax parcel number of 741-19-001

The Property is legally described as follows:

PARCEL NO. 1 Situated in the City of Beachwood, County of Cuyahoga and State of Ohio and known as being part of Original Warrensville Township Lot No. 19 and bounded and described as follows:
Beginning at the centerline intersection of a 50 foot roadway known as Biscayne Boulevard and a 100 foot roadway known as Fairmount Boulevard; thence westerly along the centerline of Fairmount Boulevard 205 feet to a point; said point being on the east line of property occupied by the Fairmount School projected to the centerline of Fairmount Boulevard; thence northerly 50 feet to the southeast corner of Fairmount School property; said point being the true place of beginning.

Thence continuing northerly along the east line of the Fairmount School property 830 feet to a point; thence easterly 180 feet to a point; thence southeasterly 63.06 feet to a point on the westerly right-of-way line of Biscayne Boulevard, thence southerly along the west right-of-way line of Biscayne Boulevard an arc distance of 275.99 feet to a point; thence continuing southerly along the right-of-way of Biscayne Boulevard 516 feet to a point; thence continuing on an arc distance of 31.42 feet to a point on the north right-of-way of Fairmount Boulevard; thence westerly along said right-of-way 160 feet to the place of beginning.

PARCEL NO. 2 Situated in the City of Beachwood, County of Cuyahoga and State of Ohio and known as being part of Original Warrensville Township Lot No. 19 and bounded and described as follows:
Beginning at the centerline intersection of a 50 foot roadway known as Biscayne Boulevard and a 100 foot roadway known as Fairmount Boulevard; thence easterly along the centerline of Fairmount Boulevard 45 feet to a point; thence northerly 50 feet to a point on the north right-of-way line of Fairmount Boulevard; said point being the true place of beginning.

Thence continuing northerly along an arc distance of 31.32 feet to a point; on the east right-of-way line of Biscayne Boulevard; thence continuing northerly along said right-of-way 516 feet to a point; thence continuing along said right-of-way along an arc distance of 84.23 feet to a point; thence easterly 562.50 feet to a point; thence northeasterly 383.87 feet to a point on the west property line of property now or formerly owned by the City of Beachwood; thence southerly along said property line 903.59 feet to a point on the north right-of-way line of Fairmount Boulevard; thence westerly along said right-of-way line to the place of beginning.

PARCEL NO. 3

Situated in the City of Beachwood, County of Cuyahoga and State of Ohio and known as being part of Original Warrensville Township Lot No. 19 and bounded and more fully described as follows:

Beginning on the center line of Fairmount Boulevard, 100 feet wide, at the Southwesterly corner of land conveyed to D. Nelson, et al, Trustees, of the Methodist Episcopal Church by deed dated August 15, 1884 and recorded in Volume 373, Page 411 of Cuyahoga County Deed Records; thence northerly along the westerly line of land so conveyed a distance of 168 feet to the Northwesterly corner thereof; thence easterly along the Northerly line of land so conveyed a distance of about seventy feet (70') to the Westerly line of land conveyed to the Board of Education of Warrensville Township by deed dated April 8, 1868 and recorded in Volume 1042, Page 413 of Cuyahoga County Records; thence Northerly along said Westerly line, a distance of about 96 feet to the Southerly line of land conveyed to the Village of Beachwood by Deed dated July 30th, 1960 and recorded in Volume 10107, Page 349 of Cuyahoga County Records; thence Westerly along the Southerly line of land conveyed to the City of Beachwood a distance of 215 feet to an inner corner thereof; thence Southerly along an easterly line of land so conveyed to the City of Beachwood a distance of 264 feet to the center line of Fairmount Boulevard; thence Easterly along the center line of Fairmount Boulevard a distance of about 145 feet to the place of beginning, be the same more or less, but subject to all legal highways.

EXHIBIT B

Subject to the terms and conditions of this Lease, the location of the Premises is generally described and depicted as shown below or in the immediately following attachment(s).

However, it is expressly agreed and understood by and between the Landlord and Tenant that the exact and precise location of the Tenant's Antenna Facilities are subject to review and approval by the planning and/or zoning Boards having jurisdiction over the Property.

Notwithstanding anything to the contrary, the specific number and type of equipment described in the Exhibit is for illustrative purposes only and in no way limits Tenant's ability to alter, replace, add to, expand, enhance, modify, supplement, replace, refurbish, relocate or upgrade any such equipment within the Premises.

[Enter Premises description here or on attachment(s).]

EXHIBIT C
Memorandum of Lease

[CONFIRM HEADING/MARGINS/FORMAT CONFORM TO STATE AND LOCAL REQUIREMENTS]

**Memorandum
of
Lease**

After Recording, Mail To:

T-Mobile
12920 SE 38th Street
Bellevue, WA 98006
Attn: Property Management
Site Number: CL80646E

APN: 741-19-001

Loan No.

MEMORANDUM OF LEASE

A Site Lease Agreement (the "Lease") by and between City of Beachwood, a municipal corporation ("Landlord") and T-Mobile Central LLC, a Delaware limited liability company ("Tenant") was made regarding a portion of the following property (as more particularly described in the Lease, the "Premises"):

See Attached **Exhibit A** incorporated herein for all purposes.

Without limiting the terms and conditions of the Lease, Landlord and Tenant hereby acknowledge the following:

1. Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to such terms in the Lease.
2. Pursuant to the Lease, Landlord has granted Tenant an option to lease the Premises (the "Option") on the terms and conditions described in the Lease. The Option is for an initial term of one (1) year commencing on the effective date of the Lease, and will be extended for up to one (1) additional and successive one (1) year periods unless Tenant provides written notice to exercise or not renew its Option.
3. Provided that the Option has been exercised by Tenant, the initial term of the Lease shall be for five (5) years and will commence on the date that Tenant exercises its Option.
4. Tenant shall have the right to extend the Lease for five (5) additional and successive five(5)-year terms which may be extended for up to nine (9) additional and successive one-year periods.
5. This memorandum is not a complete summary of the Lease. It is being executed and recorded solely to give public record notice of the existence of the Option and the Lease with respect to the Premises. Provisions in this memorandum shall not be used in interpreting the Lease provisions and in the event

Exhibit A

of conflict between this memorandum and the said unrecorded Lease, the unrecorded Lease shall control.

6. This memorandum may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

LANDLORD: City of Beachwood

By: _____

Printed Name: _____

Title: _____

Date: _____

TENANT: T-Mobile Central LLC

By: _____

Printed Name: _____

Title: _____

Date: _____

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

Dated: _____

(Use this space for notary stamp/seal)

(Use this space for notary stamp/seal)

Memorandum of Lease - Exhibit A
Legal Description

The Property is legally described as follows:

Property address of 2700 Richmond Road, Beachwood, Cuyahoga County, OH 44122
Assessor's tax parcel number of 741-19-001

The Property is legally described as follows:

PARCEL NO. 1 Situated in the City of Beachwood, County of Cuyahoga and State of Ohio and known as being part of Original Warrensville Township Lot No. 19 and bounded and described as follows:

Beginning at the centerline intersection of a 50 foot roadway known as Biscayne Boulevard and a 100 foot roadway known as Fairmount Boulevard; thence westerly along the centerline of Fairmount Boulevard 205 feet to a point; said point being on the east line of property occupied by the Fairmount School projected to the centerline of Fairmount Boulevard; thence northerly 50 feet to the southeast corner of Fairmount School property; said point being the true place of beginning.

Thence continuing northerly along the east line of the Fairmount School property 830 feet to a point; thence easterly 180 feet to a point; thence southeasterly 63.06 feet to a point on the westerly right-of-way line of Biscayne Boulevard, thence southerly along the west right-of-way line of Biscayne Boulevard an arc distance of 275.99 feet to a point; thence continuing southerly along the right-of-way of Biscayne Boulevard 516 feet to a point; thence continuing on an arc distance of 31.42 feet to a point on the north right-of-way of Fairmount Boulevard; thence westerly along said right-of-way 160 feet to the place of beginning.

PARCEL NO. 2 Situated in the City of Beachwood, County of Cuyahoga and State of Ohio and known as being part of Original Warrensville Township Lot No. 19 and bounded and described as follows:

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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	September 3, 2019	\$66,118.58
G. Gifford Dyer	Plan Review Services	\$1,127.25
Faust Psychological Services Inc	Professional Services	\$3,900.00
Fisher & Phillips LLP	Legal Services	\$13,258.50
GPD Group	Engineering Services	\$28,386.75
Paul Kowalczyk	Plan Review Services	\$981.08
Ohio Fire Chiefs' Association	Fire Department Exams	\$14,900.00
Tactical Planning	Professional Services	\$3,565.00

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 3rd day of September, 2019 and presented to the Mayor.

Clerk

Approval: I have approved this legislation this 4th day of September, 2019 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

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Attest: I hereby certify that this legislation was duly adopted on the 3rd day of September 2019 and presented to the Mayor.

Clerk

Approval: I have approved this legislation this 4th day of September and filed it with the Clerk.

Mayor

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

July 31, 2019

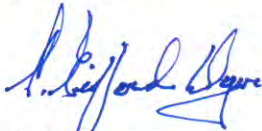
City of Beachwood
Accounts Payable
25325 Fairmount Blvd.
Beachwood, OH 44122

Re: Building Department
Plan Review

INVOICE FOR PROFESSIONAL SERVICES RENDERED:

Plan review for the month of July 2019	\$1,127.25
(Cost breakdown sheet attached)	
Total amount due	\$1,127.25

Thank You,



G. Gifford Dyer

APPROVED FOR PAYMENT

BY: WG

DATE: 8/1/19

P/O: _____

BEACHWOOD PLAN REVIEW

GG Dyer	Beachwood	Job Name-----	Time	Charge
Job No.	PR No.			
CB 19-17	2019-33736	BEACHWOOD LIBRARY ALTERATIONS 25501 SHAKER BLVD	1 1/4 Hr	\$ 104.38
CB 18-03	2018-22734	GREEN ROAD SYNAGOGUE 2437 GREEN ROAD	6 1/4 Hr	\$ 521.89
CB 19-06	2019-32471	ADDITION & ALTERATION BALANCE SOLUTION 23175 COMMERCIAL PARK	1 1/2 Hr	\$ 125.25
CB 19-18	2019-33942	SUPHORIA BEACHWOOD PLAZA MALL #1140 26300 CEDAR ROAD	2 3/4 Hr	\$ 229.62
CB 19-12	2019-32847	SART 5TH AVENUE - DIOR HANDINGS ALT. BEACHWOOD PLAZA MALL 26300 CEDAR ROAD	1 3/4 Hr	\$ 146.12
		TOTAL	13 1/2 Hr	\$ 1,127.25



MICHAEL W. FAUST, PH.D.
Faust Psychological Services
14388 Castlereagh Ln.
Strongsville, OH 44136

Phone: 216-363-2363
Fax: 216-696-7488

Beachwood Fire Candidate Fitness for Duty Evaluations

July 23, 2019

Evaluation Rate: \$ 300.00/hour
Testing, Review,
Correspondence,
Writeup/Report
Total Candidates: 4

Applicant	Hours
Baird	3.25
Fisher	3.50
Gullett	3.00
Worley	3.25
Total Hours:	13.0
Total Invoice: 13.0 hours * \$300/hour	\$ 3,900.00

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 DOCUMENTS.

APPROVED FOR PAYMENT
BY: Natalie G Duplex
DATE: 7/24/19
P/O: 19-02083-Law



Fisher & Phillips LLP
200 Public Square
Suite 4000
Cleveland, Ohio 44114
(440) 838-8800 Tel

www.fisherphillips.com

(Tax Identification No. 58-0619559)

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

Summary for Invoice Number: 1284379

Client Matter Number: 34126-0002

July 2, 2019

CURRENT LEGAL FEES THIS INVOICE

\$756.50

APPROVED FOR PAYMENT
BY: [Signature]
DATE: 8/8/19
P/O: _____

PRIVILEGED AND CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION



Fisher & Phillips LLP
 200 Public Square
 Suite 4000
 Cleveland, Ohio 44114
 (440) 838-8800 Tel

www.fisherphillips.com

(Tax Identification No. 58-0619559)

July 2, 2019

Invoice Number: 1284379

Client Matter Number: 34126-0002

City of Beachwood

For services rendered through June 30, 2019:

General

<u>Date</u>	<u>Attorney</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
06/03/19	DPO	Attention to diary note; review of history of the workers' compensation excess and most recent renewal; review and analyze two year rate guarantee; draft and edit email to Larry Heiser on renewal.	0.30	\$133.50
06/09/19	DPO	Attention to diary note; review of previous excess insurance issues; update notes on agents follow-up on excess renewal.	0.20	\$89.00
06/19/19	DPO	Attention to email from Mae Fulkerson at McGowan on the excess insurance; review and analyze the proposal for renewal; email to Larry Heiser.	0.40	\$178.00
06/19/19	DPO	Attention to diary note; review of communications with the agent on Beachwood's excess; draft and edit further email to agent on renewal.	0.30	\$133.50
06/20/19	DPO	Attention to email from Larry Heiser on the excess coverage and HB 80; review of HB 80 on the State of Ohio legislative website to check on the status of the bill; review of current committee assignments in the Senate; email to Larry on a potential transition to the state fund.	0.50	\$222.50
TOTAL LEGAL FEES THIS MATTER			1.70	\$756.50

PRIVILEGED AND CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION

Timekeeper Summary

Daniel P. O'Brien	1.70 Partner hours at \$445.00/hr.	\$756.50
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CURRENT LEGAL FEES & CHARGES THIS MATTER		\$756.50
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PAYMENT IS DUE UPON RECEIPT OF INVOICE



Fisher & Phillips LLP
200 Public Square
Suite 4000
Cleveland, Ohio 44114
(440) 838-8800 Tel

www.fisherphillips.com

(Tax Identification No. 58-0619559)

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

Summary for Invoice Number: 1293338

Client Matter Number: 34126-0013

August 5, 2019

CURRENT LEGAL FEES THIS INVOICE

\$12,502.00

Approved
[Signature] 8/8/19
Finance Director

PRIVILEGED AND CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION



Fisher & Phillips LLP

200 Public Square
Suite 4000
Cleveland, Ohio 44114
(440) 838-8800 Tel

www.fisherphillips.com

(Tax Identification No. 58-0619559)

August 5, 2019

Invoice Number: 1293338

Client Matter Number: 34126-0013

City of Beachwood

For services rendered through July 31, 2019:

Michael Palumbo, Jr

<u>Date</u>	<u>Attorney</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
07/01/19	DPO	Attention to email from Chad Jennings at the Excess Carrier; review and respond to multiple questions regarding the Palumbo file; phone call to Lisa Gattozzi representing Willowick.	0.30	\$133.50
07/01/19	DPO	Complete review of the Palumbo file in advance of a meeting with City of Beachwood Council on the 1st.	0.70	\$311.50
07/01/19	DPO	Final preparation for meeting with City Council to update the Council on the current status of the Palumbo litigation and settlement issues.	1.60	\$712.00
07/02/19	DPO	Phone conference with Brian Perry from Dinsmore representing the City of Willowick; discussion of settlement and private mediation.	0.30	\$133.50
07/08/19	DPO	Attention to email from Chad Jennings at the excess carrier; draft and edit email on current contacts with counsel on mediation.	0.20	\$89.00
07/08/19	DPO	Review of notes on contact with counsel; draft and edit email to counsel on mediation; phone conference with Attorney Gallucci to discuss mediation; draft and edit notes to claim file.	0.40	\$178.00

PRIVILEGED AND CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION

07/08/19	DPO	Review and respond to further email from the excess carrier on a call for Tuesday; draft and edit email to client on current status; update claim file notes.	0.30	\$133.50
07/09/19	DPO	Review of claim file and claim file notes in advance of a call with the excess carrier to discuss settlement; participate in call to go over initial offer.	0.80	\$356.00
07/09/19	DPO	Draft and edit notes from phone conference with the excess carrier on settlement; draft and edit email to the client on substance of the call.	0.40	\$178.00
07/09/19	DPO	Review and respond to emails from Attorney Gallucci on settlement; phone conference with Lisa Gattozzi representing the City of Willowick to discuss settlement contribution.	0.90	\$400.50
07/09/19	DPO	Phone conference with Diane Calta to discuss settlement issues; draft and edit notes from the call.	0.30	\$133.50
07/10/19	DPO	Attention to diary note; review of notes from phone conference with Attorney Gattozzi representing Willowick; draft and edit email to the excess carrier.	0.30	\$133.50
07/10/19	DPO	Attention to email from Attorney Gallucci concerning scheduling a settlement conference; review of notes on settlement issues; emails with the excess carrier.	0.40	\$178.00
07/12/19	DPO	Complete review of claim file and claim file notes in advance of a settlement conference with claimant's counsel.	1.70	\$756.50
07/12/19	DPO	Meeting with the Mayor and the Law Director to go over settlement strategy prior to counsel arriving at City Hall; settlement conference with Attorney Gallucci and his client to arrive at an Agreement in Principle to settle the death claim; draft and edit notes from the negotiations.	3.50	\$1,557.50
07/13/19	DPO	Attention to email from Diane Calta with draft legislation on the Palumbo settlement; review and revise legislative text.	0.30	\$133.50
07/15/19	DPO	Prepare for and participate in an executive session with the City Council to approve having the Mayor authorize our office to negotiate a settlement up to \$680,000.	1.70	\$756.50

PRIVILEGED AND CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION

07/15/19	DPO	Phone conference with Attorney Gallucci to discuss approval of agreement in principle to settle Palumbo.	0.10	\$44.50
07/15/19	DPO	Review of settlement conference notes; conference with Attorney Delaney to discuss the structure of the settlement agreement.	0.30	\$133.50
07/15/19	DPO	Review and respond to multiple emails from Attorney Gallucci on issues related withdrawal of the expert report.	0.20	\$89.00
07/15/19	MMD	Review claim notes detailing specifics of negotiated agreement in preparation for drafting settlement agreement; telephone conferences with Hearing Administrator Cynthia Slocum and IC Regional Manager Felicity Hillmer regarding removal of Dr. Friedman's report from claim file; draft correspondence to Tom Connor, IC Director of Legal Services, regarding same.	0.60	\$216.00
07/16/19	DPO	Attention to email on Palumbo hearing; email to Attorney Delaney not to attend the hearing if we verified dismissal letter in the file.	0.20	\$89.00
07/16/19	DPO	Conference with Attorney Delaney on the hearing; review of written overview to the client.	0.20	\$89.00
07/16/19	DPO	Conference with Attorney Delaney on the settlement agreement; review, revise and redline first draft of the settlement agreement; email to Attorney Delaney.	1.20	\$534.00
07/16/19	DPO	Attention to draft press release; review and revise; email to the client along with the a link to a Channel 5 story.	0.40	\$178.00
07/16/19	MMD	Representation at workers' compensation hearing in Cleveland, Ohio regarding claim allowance; draft email correspondence to Diane Calta summarizing same; begin drafting settlement agreement; review notes regarding negotiations for purposes of identifying provisions to include in same.	5.20	\$1,872.00
07/17/19	DPO	Review and respond to multiple emails from Diane Calta and Attorney Frank Gallucci on issues related to settlement and settlement documents.	0.30	\$133.50

PRIVILEGED AND CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION

07/17/19	DPO	Attention to further draft of the settlement agreement; review and revise settlement agreement; phone conference and email to Gina Holt of the excess carrier.	0.70	\$311.50
07/17/19	MMD	Review Attorney Dan O'Brien's and suggested revisions to settlement agreement; revise agreement incorporating same.	0.80	\$288.00
07/18/19	DPO	Attention to email from legal counsel for the excess carrier; review of edits; draft and edit further revisions to the document; email to the client.	0.90	\$400.50
07/18/19	DPO	Attention to further email from the excess carrier with proposed changes to the settlement agreement; review and revise; update all claim file notes in anticipation of transmittal of a settlement agreement to Gallucci's office.	0.60	\$267.00
07/18/19	MMD	Review email correspondence from Dan Dalton and suggested revisions and comments relating to draft of settlement agreement; research Ohio statutory and case law and Ohio Police and Fire Pension Fund guides online in connection with evaluating subrogation potential and whether to include provision addressing same in settlement agreement.	1.50	\$540.00
07/19/19	DPO	Attention to email from Diane Calta; review of suggested changes; review of BWC file to obtain dismissal order; email to Diane.	0.30	\$133.50
07/19/19	MMD	Review email correspondence from Diane Calta regarding revisions to draft settlement agreement; revise settlement agreement to incorporate aforementioned revisions.	0.20	\$72.00
07/22/19	DPO	Attention to diary note; review and revise settlement document to put together a draft for Attorney Gallucci; email to attorney Gallucci.	0.50	\$222.50
07/22/19	MJM	Assist Attorney O'Brien with Draft Settlement Agreement.	0.50	\$80.00
07/26/19	DPO	Attention to email from Chad Jennings at MECC; review of settlement agreement draft; draft and edit responses to questions regarding the settlement agreement.	0.50	\$222.50

PRIVILEGED AND CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION

07/31/19	DPO	Phone conference with Attorney Gallucci to discuss recent decision by the Industrial Commission allowing the claim against Willowick; review of draft of the public statement.	0.20	\$89.00
07/31/19	DPO	Email to excess carrier on the issue of the Palumbo decision against Willowick.	0.10	\$44.50
07/31/19	DPO	Review of previous conversations with counsel on the joint press release; review and analyze language; phone conferences with Law Director Diane Calta to discuss press release.	0.40	\$178.00
TOTAL LEGAL FEES THIS MATTER			30.00	\$12,502.00

Timekeeper Summary

Daniel P. O'Brien	21.20	Partner hours at \$445.00/hr.	\$9,434.00
Meghan Delaney	8.30	Of Counsel hours at \$360.00/hr.	\$2,988.00
Melinda J. Malyuk	0.50	Paralegal hours at \$160.00/hr.	\$80.00

CURRENT LEGAL FEES & CHARGES THIS MATTER **\$12,502.00**

PAYMENT IS DUE UPON RECEIPT OF INVOICE

REMITTANCE SLIP

Fisher & Phillips LLP

1075 Peachtree Street, NE
Suite 3500
Atlanta, GA 30309
(404) 231-1400 Tel

(Tax Identification No. 58-0619559)

CLIENT IDENTIFICATION:

Client Number 34126
City of Beachwood
25325 Fairmount Blvd.
Beachwood, OH 44122

CURRENT LEGAL FEES

<u>Date</u>	<u>Invoice No.</u>	<u>Balance Due</u>	<u>Amount Enclosed</u>
08/05/19	1293338	\$12,502.00	

**PAYMENT IS DUE UPON RECEIPT OF INVOICE
PLEASE REMIT CHECKS TO THE ADDRESS LISTED ABOVE**

Summary of Engineering Invoices
September 3, 2019 Professional Service Ordinance

Invoice #	Invoice Date	Original Amount	Adjustment	Payment Amount	Fund	Billed	Out	2019	2018	2017
								ENCUMBRANCES		
2019119.90-6	7/12/2019	\$5,898.25	\$0.00	\$5,898.25	General			X		
2019119.90-7	8/9/2019	\$3,899.00	\$0.00	\$3,899.00	General			X		
2019119.08-1	7/8/2019	\$807.50	\$0.00	\$807.50	General			X		
2019119.05-4	7/8/2019	\$4,309.75	\$0.00	\$4,309.75	Capital			X		
2019119.01-5	7/8/2019	\$1,959.75	\$0.00	\$1,959.75	General			X		
2018119.19-14	7/8/2019	\$2,175.25	\$0.00	\$2,175.25	Capital				X	
2018119.18-9	7/8/2019	\$6,618.00	\$0.00	\$6,618.00	Capital				X	
2019120.01-6	7/8/2019	\$214.00	\$0.00	\$214.00	General			X		
2019120.20-2	7/8/2019	\$321.00	\$0.00	\$321.00	General			X		
2017120.21-24	7/8/2019	\$323.75	\$0.00	\$323.75	Deposits	Jubilee Healthcare		X		
2017120.09-24	7/8/2019	\$323.75	\$0.00	\$323.75	Deposits	Edward Rose		X		
2018120.29-3	7/8/2019	\$168.00	\$0.00	\$168.00	Deposits	Old World Classics		X		
2016120.32-5	7/8/2019	\$253.25	\$0.00	\$253.25	Deposits	Green Road Synagogue		X		
2019120.24-1	7/8/2019	\$160.50	\$0.00	\$160.50	Deposits	OCI Construction		X		
2019120.11-2	7/8/2019	\$107.00	\$0.00	\$107.00	Deposits	Goddard School		X		
2019119.07-1	7/8/2019	\$560.00	\$0.00	\$560.00	Deposits	Dominion Energy		X		
2019119.04-1	7/8/2019	\$74.00	\$0.00	\$74.00	Deposits	Dominion Energy		X		
2019120.25-1	7/8/2019	\$214.00	\$0.00	\$214.00	Deposits	Wellington Construction		X		

Total To Pay	\$28,386.75
---------------------	--------------------

Total Capital Fund	\$13,103.00
Total General Fund	\$13,099.50
Total Deposits	\$2,184.25
Total Street Const. Mant.	\$0.00
Less: Billable Charges	(\$2,184.25)
Net Paid by City:	\$26,202.50



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

Invoice

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

July 8, 2019

Invoice No: 2016120.32 - 5

*Green Road Synagogue
 #2019-33246*

Invoice Total	\$253.25
----------------------	-----------------

Project 2016120.32 Beachwood - Green Rd Synagogue

Contract
Building Dept.

Professional Services from June 1, 2019 to June 28, 2019

Task 100 Plan Review

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	1.00	107.00	107.00
Senior Engineer			
Gorman, Jacqueline	1.50	97.50	146.25
Totals	2.50		253.25
Total Labor			253.25

Total this Task \$253.25

Total this Invoice \$253.25

Outstanding Invoices

Number	Date	Balance
4	6/14/2019	438.75
Total		438.75

Billings to Date

	Current	Prior	Total
Labor	253.25	2,500.75	2,754.00
Totals	253.25	2,500.75	2,754.00

APPROVED FOR PAYMENT

BY: Will Briswell

DATE: 7-18-19

~~PAID~~ 783-000-53130

Net 30 days.

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

Invoice

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

*Edward Rose Dev.
 #2017-26594*

July 8, 2019
 Invoice No: 2017120.09 - 24

Invoice Total \$323.75

Project 2017120.09 Beachwood - Rose Senior Living

Building Dept.

Professional Services from June 1, 2019 to June 28, 2019

Task 200 Inspection - SWPPP

Professional Personnel

	Hours	Rate	Amount
Design Engineer			
Kotecki, Kyle	3.50	92.50	323.75
Totals	3.50		323.75
Total Labor			323.75

Total this Task \$323.75

Total this Invoice \$323.75

Outstanding Invoices

Number	Date	Balance
22	5/10/2019	92.50
23	6/14/2019	277.50
Total		370.00

Billings to Date

	Current	Prior	Total
Labor	323.75	14,536.75	14,860.50
Totals	323.75	14,536.75	14,860.50

APPROVED FOR PAYMENT

BY: William Grosz

DATE: 7-18-19

PAID: 783-000-53130

Net 30 days.

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

Invoice

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

Jubilee Health Care
#2017-26580

July 8, 2019
 Invoice No: 2017120.21 - 24

Invoice Total \$323.75

Project 2017120.21 Beachwood-Encore Medical P&Z 2017-10

Contract Building Dept.

Professional Services from June 1, 2019 to June 28, 2019

Task 200 Inspection - SWPPP

Deposit Number 2017-26580

Professional Personnel

	Hours	Rate	Amount
Design Engineer			
Kotecki, Kyle	3.50	92.50	323.75
Totals	3.50		323.75
Total Labor			323.75

Total this Task \$323.75

Total this Invoice \$323.75

Outstanding Invoices

Number	Date	Balance
22	5/10/2019	46.25
23	6/14/2019	185.00
Total		231.25

Billings to Date

	Current	Prior	Total
Labor	323.75	21,193.00	21,516.75
Totals	323.75	21,193.00	21,516.75

APPROVED FOR PAYMENT

BY: Walter K. Sauer
 DATE: 7-18-19
 #783-000-53130

Net 30 days.

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

Invoice

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

July 8, 2019

Invoice No: 2018119.18 - 9

APPROVED FOR PAYMENT
 BY: *[Signature]*
 DATE: *7-18-19*
 P/O: *2018-02931*

Invoice Total \$6,618.00

Project 2018119.18 Beachwood - Halburton Phase 2

Service Dept.

P.O.#2018-02931 \$105,000.00

Professional Services from June 1, 2019 to June 28, 2019

Task 100 Design

Professional Personnel

	Hours	Rate	Amount	
Project Manager				
Ciuni, Joseph	8.00	107.00	856.00	
Totals	8.00		856.00	
Total Labor				856.00 ✓
Total this Task				\$856.00

Task 200 Inspection

Professional Personnel

	Hours	Rate	Amount	
Project Manager				
Fini, Nicholas	3.50	107.00	374.50	
Fini, Nicholas	2.00	107.00	214.00	
shop drawing approval issues with tri mor.				
Design Engineer				
Stonitsch, Erik	2.00	92.50	185.00	
Staff Designer				
Bumgarner, Jacob	.50	65.00	32.50	
Inspector				
Maleski, Theodore	19.00	56.00	1,064.00	
Inspector Coordinator				
Hollo, Gary	1.00	74.00	74.00	
Totals	28.00		1,944.00	
Total Labor				1,944.00 ✓
Total this Task				\$1,944.00

Task 210 Inspection OT

Net 30 days.

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Professional Personnel

	Hours	Rate	Amount
Inspector			
Maleski, Theodore	46.00	83.00	3,818.00
Totals	46.00		3,818.00
Total Labor			3,818.00
		Total this Task	\$3,818.00
		Total this Invoice	<u>\$6,618.00</u>

Outstanding Invoices

Number	Date	Balance
7	5/10/2019	3,466.50
8	6/14/2019	2,264.00
Total		5,730.50

Billings to Date

	Current	Prior	Total
Labor	6,618.00	42,396.75	49,014.75
Totals	6,618.00	42,396.75	49,014.75



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

Invoice

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

*Old World Classics
#2018-30767*

July 8, 2019

Invoice No: 2018120.29 - 3

Invoice Total	\$168.00
---------------	----------

Project 2018120.29 Beachwood - 2400 Halcyon

Building Dept.

Max Not to Exceed \$1,400.00

Professional Services from June 1, 2019 to June 28, 2019

Task 100 Plan Review - House Topo

Professional Personnel

	Hours	Rate	Amount
Inspector			
Maleski, Theodore	3.00	56.00	168.00
Totals	3.00		168.00
Total Labor			168.00

Total this Task \$168.00

Total this Invoice \$168.00

Billings to Date

	Current	Prior	Total
Labor	168.00	312.00	480.00
Totals	168.00	312.00	480.00

APPROVED FOR PAYMENT
BY: Will Grissold
DATE: 7-18-19
PAID: 783-000-53130

Net 30 days.

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

Invoice

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

APPROVED FOR PAYMENT
 BY: *[Signature]*
 DATE: *7-18-19*
 P/O: *2019-00089*

July 8, 2019

Invoice No: 2019119.01 - 5

Invoice Total \$1,959.75

Project 2019119.01 Beachwood - General Engineering
 Service Dept.
 P.O.#2019-00089

Professional Services from June 1, 2019 to June 28, 2019

Task 100 General Meeting Attendance

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	1.00	107.00	107.00
Cedar Road progress meeting.			
Ciuni, Joseph	1.00	107.00	107.00
Community Drive illicit connections.			
Ciuni, Joseph	2.00	107.00	214.00
Quarterly traffic meeting.			
Ciuni, Joseph	2.00	107.00	214.00
The Village drainage and miscellaneous backyard drainage calls.			
Fini, Nicholas	2.00	107.00	214.00
Totals	8.00		856.00
Total Labor			856.00
Total this Task			\$856.00

Billings to Date

	Current	Prior	Total
Labor	856.00	525.50	1,381.50
Totals	856.00	525.50	1,381.50

Task 200 General Engineering

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	1.00	107.00	107.00
2625 Buckhurst drainage issue.			
Ciuni, Joseph	1.00	107.00	107.00
3240 Green Road drainage.			
Ciuni, Joseph	2.00	107.00	214.00
Backyard drainage - 2569 Brentwood.			

Net 30 days.

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Project	2019119.01	Beachwood - General Engineering	Invoice	5
Ciuni, Joseph		1.00 107.00	107.00	
Backyard drainage - Tunbridge (Israel).				
Ciuni, Joseph		1.00 107.00	107.00	
Cedar Road.				
Ciuni, Joseph		1.00 107.00	107.00	
Tunbridge drainage.				
Fini, Nicholas		2.50 107.00	267.50	
Senior Engineer				
Gorman, Jacqueline		.50 97.50	48.75	
Senior Designer				
Weissberg, Carl		.50 77.00	38.50	
Revise address map.				
Totals		10.50	1,103.75	
Total Labor				1,103.75
			Total this Task	\$1,103.75

Billings to Date

	Current	Prior	Total
Labor	1,103.75	4,129.75	5,233.50
Totals	1,103.75	4,129.75	5,233.50
			Total this Invoice
			<u><u>\$1,959.75</u></u>

Outstanding Invoices

Number	Date	Balance
4	6/14/2019	2,240.25
Total		2,240.25

Billings to Date

	Current	Prior	Total
Labor	1,959.75	6,015.75	7,975.50
Totals	1,959.75	6,015.75	7,975.50

Net 30 days.

Page 2

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

Invoice

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

*Bill
 Dominion Energy
 #19783001*

July 8, 2019
 Invoice No: 2019119.04 - 1

Invoice Total \$74.00

Project 2019119.04 Beachwood - PIR 2716 - Dominion Gas Replacement - Brentwood

Service Dept.

Professional Services from June 1, 2019 to June 28, 2019

Task 200 Construction Admin / Inspection

Professional Personnel

			Hours	Rate	Amount	
Inspector Coordinator						
Hollo, Gary	6/21/2019		1.00	74.00	74.00	
Totals			1.00		74.00	
Total Labor						74.00
Total this Task						\$74.00

Billings to Date

	Current	Prior	Total	
Labor	74.00	0.00	74.00	
Totals	74.00	0.00	74.00	
Total this Invoice				\$74.00

Billings to Date

	Current	Prior	Total
Labor	74.00	0.00	74.00
Totals	74.00	0.00	74.00

APPROVED FOR PAYMENT

BY: *C. Smith*
 DATE: 7-18-19
 #0: 783-000-53130

Net 30 days.

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

Invoice

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

July 8, 2019

Invoice No: 2019119.05 - 4

APPROVED FOR PAYMENT
 BY: *[Signature]*
 DATE: *7-18-19*
 P/O: *2019-00989*

Invoice Total	\$4,309.75
----------------------	-------------------

Project 2019119.05 Beachwood - George Zeiger Drive - Resurfacing

Service Dept.

Professional Services from June 1, 2019 to June 28, 2019

Task 100 Design

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	2.00	107.00	214.00
Fini, Nicholas	3.50	107.00	374.50
Fini, Nicholas	2.00	107.00	214.00
Intersection revision at Cedar.			
Fini, Nicholas	2.00	107.00	214.00
Additional survey basemapping for intersection mod @ Cedar.			
Fini, Nicholas	2.00	107.00	214.00
Zeiger - Cedar intersection mod.			
Design Engineer			
Stonitsch, Erik	3.50	92.50	323.75
Staff Engineer			
Greene, Robert	33.00	83.50	2,755.50
Totals	48.00		4,309.75
Total Labor			4,309.75
Total this Task			\$4,309.75

Billings to Date

	Current	Prior	Total
Labor	4,309.75	19,791.00	24,100.75
Totals	4,309.75	19,791.00	24,100.75
Total this Invoice			\$4,309.75

Outstanding Invoices

Number	Date	Balance
2	5/10/2019	7,597.00
3	6/14/2019	11,085.00
Total		18,682.00

Net 30 days.

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Project	2019119.05	Beachwood-George Zeiger Dr-Resurfacing	Invoice	4
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Billings to Date

	Current	Prior	Total
Labor	4,309.75	19,791.00	24,100.75
Totals	4,309.75	19,791.00	24,100.75

Net 30 days.

Page 2

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

Invoice

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

July 8, 2019
 Invoice No: 2019119.07 - 1

*Bill
 Dominion Energy
 #19783001*

Invoice Total \$560.00

Project 2019119.07 Beachwood - Halburton Road Dominion Energy

Service Dept.

Professional Services from June 1, 2019 to June 28, 2019

Task 100 Inspection of Services-Lowering for RW

Professional Personnel

		Hours	Rate	Amount	
Inspector					
Maleski, Theodore	6/21/2019	2.00	56.00	112.00	
Maleski, Theodore	6/25/2019	2.00	56.00	112.00	
Maleski, Theodore	6/26/2019	2.00	56.00	112.00	
Maleski, Theodore	6/27/2019	2.00	56.00	112.00	
Maleski, Theodore	6/28/2019	2.00	56.00	112.00	
Totals		10.00		560.00	
Total Labor					560.00
			Total this Task		\$560.00

Billings to Date

	Current	Prior	Total	
Labor	560.00	0.00	560.00	
Totals	560.00	0.00	560.00	
			Total this Invoice	\$560.00

Billings to Date

	Current	Prior	Total
Labor	560.00	0.00	560.00
Totals	560.00	0.00	560.00

APPROVED FOR PAYMENT
 BY: C. [Signature]
 DATE: 7-18-19
 PO: 783-000-53130

Net 30 days.

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

Invoice

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

July 8, 2019

Invoice No:

2019119.08 - 1

CITY OF
Beachwood
25325 FAIRMOUNT BLVD BEACHWOOD, OHIO 44122

Invoice
Total

\$807.50

Project 2019119.08 Beachwood - 2019 Dead Tree Surveys

Service Dept.

Professional Services from June 1, 2019 to June 28, 2019

Task 170 26717 Annesley

Professional Personnel

		Hours	Rate	Amount
Professional Surveyor				
Provost, Andrew	6/24/2019	1.00	87.00	87.00
Provost, Andrew	6/25/2019	1.00	87.00	87.00
1-Person Crew with Robotic Instrument				
Hughes, Brent	6/24/2019	2.00	90.50	181.00
Shay, Frank	6/25/2019	5.00	90.50	452.50
Totals		9.00		807.50
Total Labor				807.50
Total this Task				\$807.50

Billings to Date

	Current	Prior	Total
Labor	807.50	0.00	807.50
Totals	807.50	0.00	807.50
Total this Invoice			\$807.50

Billings to Date

	Current	Prior	Total
Labor	807.50	0.00	807.50
Totals	807.50	0.00	807.50

APPROVED FOR PAYMENT

BY: [Signature]
DATE: 7-18-19
P/O: 2019-00089

✓
OK TO Pay
C.V.

Net 30 days.

AKRON / ATLANTA / CHARDON / CLEVELAND / COLUMBUS / DALLAS / HOUSTON
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GPD Group
Architects - Engineers - Planners
520 South Main Street Suite 2531
Akron, Ohio 44311-1010
(330) 572-2100

Invoice

City of Beachwood
 Attn: Chief Gary Haba
 Police Department
 2700 Richmond Road
 Beachwood, OH 44122

APPROVED FOR PAYMENT
 BY: *[Signature]*
 DATE: *7-18-19*
 P/O: *2019-00094*

July 12, 2019

Invoice No: 2019119.90 - 6

Invoice Total \$5,898.25

Project 2019119.90 Beachwood - 2019 Traffic Engineering Services

P.O. #2019-00094

Max Not to Exceed \$45,000.00

Professional Services from June 1, 2019 to June 28, 2019

Task 055 May Signal Management

Professional Personnel

	Hours	Rate	Amount	
Project Manager				
Hobbs, Michael	3.00	107.00	321.00	
Totals	3.00		321.00	
Total Labor				321.00
Total this Task				\$321.00

Task 056 June Signal Management

Professional Personnel

	Hours	Rate	Amount	
Project Manager				
Gillespie, Ryan	11.50	107.00	1,230.50	
Design Engineer				
Ferrell, Brett	25.50	92.50	2,358.75	
CAD Drafter				
Krause, Julia	28.00	71.00	1,988.00	
Totals	65.00		5,577.25	
Total Labor				5,577.25
Total this Task				\$5,577.25

Billing Limits

	Current	Prior	To-Date
Total Billings	5,898.25	8,088.50	13,986.75
Limit			45,000.00
Remaining			31,013.25

Total this Invoice \$5,898.25

Net 30 days.

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 INDIANAPOLIS / LOUISVILLE / MARION / PHOENIX / SEATTLE / YOUNGSTOWN

Project	2019119.90	Beachwood - 2019 Traffic Eng Services	Invoice	6
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Outstanding Invoices

Number	Date	Balance
5	6/14/2019	2,232.75
Total		2,232.75

Net 30 days.

Page 2

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

Invoice

APPROVED FOR PAYMENT

BY: 

August 9, 2019

DATE: 8-13-19

Invoice No:

2019119.90 - 7

P/O: 2019-00094

City of Beachwood
Attn: Chief Gary Haba
Police Department
2700 Richmond Road
Beachwood, OH 44122

Invoice Total \$3,899.00

Project 2019119.90 Beachwood - 2019 Traffic Engineering Services

P.O. #2019-00094

Max Not to Exceed \$45,000.00

Professional Services from June 29, 2019 to July 26, 2019

Task 057 July Signal Management

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Gillespie, Ryan	30.00	107.00	3,210.00
Design Engineer			
Ferrell, Brett	4.00	92.50	370.00
CAD Drafter			
Krause, Julia	4.00	71.00	284.00
Totals	38.00		3,864.00
Total Labor			3,864.00

Reimbursable Expenses

Travel & Lodging			
7/18/2019	Company Vehicle	Travel	35.00
Total Reimbursables			35.00
Total this Task			\$3,899.00

Billing Limits

	Current	Prior	To-Date
Total Billings	3,899.00	13,986.75	17,885.75
Limit			45,000.00
Remaining			27,114.25

Total this Invoice \$3,899.00

Outstanding Invoices

Number	Date	Balance
5	6/14/2019	2,232.75
6	7/12/2019	5,898.25
Total		8,131.00

Net 30 days.

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



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

Invoice

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

APPROVED FOR PAYMENT
Will E. Sog
 BY: _____
 DATE: 7-18-19
 P/O: 2019-00102

July 8, 2019

Invoice No: 2019120.01 - 6

Invoice Total	\$214.00
----------------------	-----------------

Project 2019120.01 Beachwood - General Engineering

Building Dept.
P.O.#2019-00102

Professional Services from June 1, 2019 to June 28, 2019

Task 100 General Meeting Attendance

Professional Personnel

	Hours	Rate	Amount	
Project Manager				
Ciuni, Joseph	1.00	107.00	107.00	
Internal P&Z meeting.				
Ciuni, Joseph	1.00	107.00	107.00	
P&Z meeting.				
Totals	2.00		214.00	
Total Labor				214.00
			Total this Task	\$214.00

Billings to Date

	Current	Prior	Total	
Labor	214.00	642.00	856.00	
Totals	214.00	642.00	856.00	
			Total this Invoice	\$214.00

Outstanding Invoices

Number	Date	Balance
4	5/10/2019	321.00
5	6/14/2019	321.00
Total		642.00

Billings to Date

	Current	Prior	Total
Labor	214.00	963.00	1,177.00
Totals	214.00	963.00	1,177.00

Net 30 days.

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

Invoice

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

July 8, 2019
 Invoice No: 2019120.11 - 2

Bill
Net Heiser LLC
Goddard School
#1993111

Invoice Total \$107.00

Project 2019120.11 Beachwood - The Goddard School

Building Dept.

Professional Services from June 1, 2019 to June 28, 2019

Task 100 Plan Review

Professional Personnel

	Hours	Rate	Amount	
Project Manager				
Ciuni, Joseph	1.00	107.00	107.00	
Totals	1.00		107.00	
Total Labor				107.00
		Total this Task		\$107.00
		Total this Invoice		\$107.00

Outstanding Invoices

Number	Date	Balance
1	5/10/2019	321.00
Total		321.00

Billings to Date

	Current	Prior	Total
Labor	107.00	321.00	428.00
Totals	107.00	321.00	428.00

APPROVED FOR PAYMENT
 BY: Will Grissel
 DATE: 7-18-19
 #783-000-53130

Net 30 days.

AKRON / ATLANTA / CHARDON / CLEVELAND / COLUMBUS / DALLAS / HOUSTON
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GPD Group
Architects - Engineers - Planners
520 South Main Street Suite 2531
Akron, Ohio 44311-1010
(330) 572-2100

Invoice

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

July 8, 2019

Invoice No: 2019120.20 - 2

APPROVED FOR PAYMENT
 BY: *W. G. Grewel*
 DATE: *7-18-19*
 P/O: *2019-60102*

Invoice Total \$321.00

Project 2019120.20 Beachwood - Small Cell Plan Review *G.F.*

Building Dept.

Professional Services from June 1, 2019 to June 28, 2019

Task 100 Verizon Site #1 - Plan Review

Professional Personnel

	Hours	Rate	Amount	
Project Manager				
Fini, Nicholas	2.00	107.00	214.00	
Totals	2.00		214.00	
Total Labor				214.00
			Total this Task	\$214.00

Billings to Date

	Current	Prior	Total
Labor	214.00	107.00	321.00
Totals	214.00	107.00	321.00

Task 101 Verizon Site #2 - Plan Review

Professional Personnel

	Hours	Rate	Amount	
Project Manager				
Ciuni, Joseph	1.00	107.00	107.00	
Totals	1.00		107.00	
Total Labor				107.00
			Total this Task	\$107.00

Billings to Date

	Current	Prior	Total
Labor	107.00	107.00	214.00
Totals	107.00	107.00	214.00

Total this Invoice \$321.00

Net 30 days.

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 INDIANAPOLIS / LOUISVILLE / MARION / PHOENIX / SEATTLE / YOUNGSTOWN

Project	2019120.20	Beachwood - Small Cell Plan Review	Invoice	2
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Outstanding Invoices

Number	Date	Balance
1	6/14/2019	214.00
Total		214.00

Billings to Date

	Current	Prior	Total
Labor	321.00	214.00	535.00
Totals	321.00	214.00	535.00

Net 30 days.

Page 2

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

Invoice

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

*OCI Construction
 SOP #2019-22*

July 8, 2019
 Invoice No: 2019120.24 - 1

Invoice Total \$160.50

Project 2019120.24 Beachwood- 3 333 Richmond - Fiber Installation (CenturyLink)

Building Dept.

Professional Services from June 1, 2019 to June 28, 2019

Task 100 Plan Review

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	1.50	107.00	160.50
Totals	1.50		160.50
Total Labor			160.50
Total this Task			\$160.50

Billings to Date

	Current	Prior	Total
Labor	160.50	0.00	160.50
Totals	160.50	0.00	160.50
Total this Invoice			\$160.50

Billings to Date

	Current	Prior	Total
Labor	160.50	0.00	160.50
Totals	160.50	0.00	160.50

APPROVED FOR PAYMENT
 BY: Will Friswell
 DATE: 7-18-19
 # 783-000-53130

Net 30 days.

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 INDIANAPOLIS / LOUISVILLE / MARION / PHOENIX / SEATTLE / YOUNGSTOWN



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

Invoice

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

Wellington Constr.
SOP#

July 8, 2019
 Invoice No: 2019120.25 - 1

Invoice	\$214.00
Total	

Project 2019120.25 Beachwood - Clarion Hotel - New Waterline
 Building Dept.

Professional Services from June 1, 2019 to June 28, 2019

Task 100 Plan Review
 Professional Personnel

	Hours	Rate	Amount	
Project Manager				
Ciuni, Joseph	2.00	107.00	214.00	
Totals	2.00		214.00	
Total Labor				214.00
Total this Task				\$214.00

Billings to Date

	Current	Prior	Total	
Labor	214.00	0.00	214.00	
Totals	214.00	0.00	214.00	
Total this Invoice				\$214.00

Billings to Date

	Current	Prior	Total
Labor	214.00	0.00	214.00
Totals	214.00	0.00	214.00

APPROVED FOR PAYMENT
 BY: Will Friswell
 DATE: 7-18-19
 # 783-000-53130

Net 30 days.

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 INDIANAPOLIS / LOUISVILLE / MARION / PHOENIX / SEATTLE / YOUNGSTOWN



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

Invoice

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

APPROVED FOR PAYMENT
 BY: *[Signature]*
 DATE: *7-18-19*
 P/O: *2019-01041*

July 8, 2019

Invoice No: 2018119.19 - 14

Invoice Total	\$2,175.25
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Project 2018119.19 Beachwood - Campus Road Waterline Replacement and Resurfacing

Service Dept.

Professional Services from June 1, 2019 to June 28, 2019

Task 120 Design - Resurfacing

P.O.#2018-02923

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	2.00	107.00	214.00
Totals	2.00		214.00
Total Labor			214.00
Total this Task			\$214.00

Billings to Date

	Current	Prior	Total
Labor	214.00	9,912.00	10,126.00
Expense	0.00	297.36	297.36
Totals	214.00	10,209.36	10,423.36

Task 200 Inspection

P.O.#2018-02923 \$20,000.00

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	3.00	107.00	321.00
Fini, Nicholas	.50	107.00	53.50
Design Engineer			
Stonitsch, Erik	5.50	92.50	508.75
Inspector			
Maleski, Theodore	10.00	56.00	560.00
Inspector Coordinator			
Hollo, Gary	7.00	74.00	518.00
Totals	26.00		1,961.25
Total Labor			1,961.25

Net 30 days.

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 INDIANAPOLIS / LOUISVILLE / MARION / PHOENIX / SEATTLE / YOUNGSTOWN

Project	2018119.19	Beachwood-Campus Rd Waterline Repl Resur	Invoice	14
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Total this Task **\$1,961.25**

Billings to Date

	Current	Prior	Total	
Labor	1,961.25	1,005.50	2,966.75	
Totals	1,961.25	1,005.50	2,966.75	
			Total this Invoice	\$2,175.25 ✓

Outstanding Invoices

Number	Date	Balance
12	5/10/2019	5,083.00
13	6/14/2019	2,650.36
Total		7,733.36

Net 30 days.

Page 2

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CODE CONSULTATION & PLAN REVIEW SERVICES, LLC

August 1, 2019

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

RE: *Building Department Plan Review*

INVOICE FOR PROFESSIONAL SERVICES RENDERED:

Plan review for the month of July 2019 (See attached sheet for breakdown)	<u>\$981.08</u>
--	-----------------

<u>Total amount due</u>	
Nine Hundred Eighty-One Dollars and Eight Cents	\$981.08

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



Paul Kowalczyk, MPE #798

WS
8/6/19

**City of Beachwood
Plan Examination Services
July 2019 Invoice**

Beachwood Plan Review No.:	PK Plan Review No.:	Project:	Time:	Charge:
2019-34035	BW19-42 7/6/19	Dr. Rzepka 25200 Chagrin Blvd., Suite 230 Interior Alterations	3 hours	\$250.50
2019-34038	BW19-43 7/7/19	Jewish Federation of Cleveland 25701 Science Park Drive Interior Alterations	4 hours	\$334.00
2018-31613	BW19-44 7/8/19	Cleveland Clinic Beachwood FHC Pre-OP 26900 Cedar Road Fire Sprinkler System Alterations	45 min.	\$62.61
2018-29247	BW19-45 7/8/19	Cleveland Clinic Beachwood FHC OR's 26900 Cedar Road Fire Sprinkler System Alterations	45 min.	\$62.61
2018-31613	BW19-46 7/11/19	Cleveland Clinic Beachwood FHC Pre-OP 26900 Cedar Road Fire Alarm System Alterations	2 hours	\$167.00
2019-34035	BW19-42.1 7/15/19	Dr. Rzepka 25200 Chagrin Blvd., Suite 230 Interior Alterations – 2 nd submission	45 min.	\$62.61
2019-34038	BW19-43.1 7/27/19	Jewish Federation of Cleveland 25701 Science Park Drive Interior Alterations – 2 nd submission	30 min.	\$41.75
Total:				\$981.08

Paul Kowalczyk, MPE #798

Ohio Fire Chiefs' Association
450 West Wilson Bridge Road; Suite 150
Worthington, OH 43085



INVOICE

Invoice #: **6317**
Date: 07/25/2019
Charges: \$ 14,900.00
Payments: \$ 0.00

Balance: **\$ 14,900.00**

Whitney Crook
City of Beachwood
2265 Richmond Rd.
Beachwood, OH 44122

Charges

07/25/2019 - Beachwood Captain Traditional Assessment - 6 Candidates	\$6100.00
07/25/2019 - Beachwood Lieutenant Situational Assessment - 8 Candidates	\$8800.00
Total:	\$ 14,900.00

APPROVED FOR PAYMENT
BY: *[Signature]*
DATE: 8-5-19
P/O:

Tactical Planning, LLC

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

INVOICE

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

P.O. # 2014-00196

APPROVED FOR PAYMENT
BY: William Griswold
DATE: 7/22/19
P/O: _____

July 19, 2019
FED ID # 46-3453684

INV # BW-1939

For professional services rendered as follows:

ARB Meeting (7/15/19)

G. Smerigan	1.0 Hours	@	\$115.00 / hour	\$115.00
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Responding to Zoning Inquires

G. Smerigan	1.5 Hours	@	\$115.00 / hour	\$172.50
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Meeting w/ Mayor and Building Commissioner (7/18/19)

G. Smerigan	1.0 Hours	@	\$115.00 / hour	\$115.00
-------------	-----------	---	-----------------	----------

TOTAL DUE THIS INVOICE

\$402.50

Thank you,


George Smerigan
Managing Member

Tactical Planning, LLC

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

INVOICE

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

Memo
Richard Communications
#1993121

July 26, 2019

FED ID # 46-3453684

P.O. # 2014-00196

INV # BW-1940

For professional services rendered with regard to plan reviews and report preparation for the **July 25, 2019 Planning and Zoning Commission Meeting** as follows:

<u>P&Z 2019-21</u>	<u>Richards Communications / University Hospitals</u>
G. Smerigan	2.0 Hours @ \$115.00 / hour \$230.00

TOTAL DUE THIS INVOICE

\$230.00

APPROVED FOR PAYMENT

BY: WSG
DATE: 8/11/19
P/O: _____

WSG

Thank you,

George Smerigan

George Smerigan
Managing Member

Tactical Planning, LLC

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

INVOICE

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

P.O. # 2014-00196

July 26, 2019

FED ID # 46-3453684

INV # BW-1941

*Memo
MES Builders
#1993122*

For professional services rendered with regard to plan reviews and report preparation for the **July 25, 2019 Planning and Zoning Commission Meeting** as follows:

<u>P&Z 2019-22</u>	<u>MES Builders Inc. / Blu the Restaurant</u>
G. Smerigan	2.0 Hours @ \$115.00 / hour \$230.00

TOTAL DUE THIS INVOICE

\$230.00

APPROVED FOR PAYMENT

BY: WSG
DATE: 8/1/19
P/O: _____

Thank you,



George Smerigan
Managing Member

Tactical Planning, LLC

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

INVOICE

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

July 26, 2019

FED ID # 46-3453684

P.O. # 2014-00196

INV # BW-1942

*Bill
The Goddard School
#199311*

For professional services rendered with regard to plan reviews and report preparation for the **July 25, 2019 Planning and Zoning Commission Meeting** as follows:

P&Z 2019-11(A)

Land Design Consultants / NELEBKW

G. Smerigan

4.0 Hours

@

\$115.00 / hour

\$460.00

TOTAL DUE THIS INVOICE

\$460.00

APPROVED FOR PAYMENT

BY: WG
DATE: 8/1/19
P/O: _____

[Handwritten signature]

Thank you,

[Handwritten signature]

George Smerigan
Managing Member

Tactical Planning, LLC

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

INVOICE

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

August 1, 2019

FED ID # 46-3453684

P.O. # 2014-00196

INV # BW-1943

For professional services rendered as follows:

Waterwalk Meeting (7/29/19)

G. Smerigan	1.5 Hours	@	\$115.00 / hour	\$172.50
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Responding to Zoning Inquires and Coordination with Building Department

G. Smerigan	2.5 Hours	@	\$115.00 / hour	\$287.50
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Meeting re: 24300 Bryden Road (7/31/19)

G. Smerigan	1.0 Hours	@	\$115.00 / hour	\$115.00
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TOTAL DUE THIS INVOICE

\$575.00

Thank you,


George Smerigan
Managing Member

APPROVED FOR PAYMENT
BY WJ
DATE 8/6/19
JOB # 19-00131

Tactical Planning, LLC

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

INVOICE

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

August 1, 2019

FED ID # 46-3453684

P.O. # 2018-03082

INV # BW-1944

For professional services rendered with regard to **Updating the Planning and Zoning and Building Codes** pursuant to the above referenced Purchase Order:

<u>Coordination W/ Mayor, Building Commissioner, & Planning and Zoning Commission Chair</u>			
G. Smerigan	3.0 Hours	@	\$115.00 / hour \$345.00

TOTAL DUE THIS INVOICE

\$345.00

Thank you,



George Smerigan
Member

WB
8/16/19
19-01165

Tactical Planning, LLC

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

INVOICE

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

August 7, 2019

FED ID # 46-3453684

P.O. # 2018-03082

INV # BW-1945

For professional services rendered with regard to **Updating the Planning and Zoning and Building Codes** pursuant to the above referenced Purchase Order:

Council Committee Meeting (8/5/19)

G. Smerigan	1.0 Hours	@	\$115.00 / hour	\$115.00
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Coordination with Planning and Zoning Commission Chair and Administration

G. Smerigan	2.0 Hours	@	\$115.00 / hour	\$230.00
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Draft Modifications to Code

G. Smerigan	3.0 Hours	@	\$115.00 / hour	\$345.00
-------------	-----------	---	-----------------	----------

TOTAL DUE THIS INVOICE

\$690.00

APPROVED FOR PAYMENT

BY: WG
DATE: 8-12-19
P/O: 19-01165

Thank you,



George Smerigan
Member

Tactical Planning, LLC

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

INVOICE

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

August 7, 2019

FED ID # 46-3453684

P.O. # 2014-00196

INV # BW-1946

For professional services rendered as follows:

Waterwalk Phone Call and Meeting (8/6/19)

G. Smerigan	2.0 Hours	@	\$115.00 / hour	\$230.00
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Responding to Zoning Inquires and Coordination with Building Department

G. Smerigan	1.0 Hours	@	\$115.00 / hour	\$115.00
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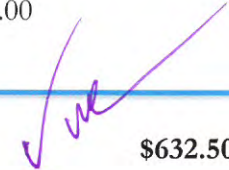
Site Review and Coordination with neighbor re: 24300 Bryden Road

G. Smerigan	1.5 Hours	@	\$115.00 / hour	\$172.50
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Review and Coordination re: Pool Proposal 2505 Beachwood Blvd.

G. Smerigan	1.0 Hours	@	\$115.00 / hour	\$115.00
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TOTAL DUE THIS INVOICE

 \$632.50 

Thank you,


George Smerigan
Managing Member

APPROVED FOR PAYMENT
WG
9/8/14

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

TO: Larry Heiser, Finance Director *ZAH*
FROM: Michelle Kaplan, Assistant Finance Director
RE: 2019 Revised Appropriations
DATE: August 6, 2019

I am requesting the following appropriation adjustment be placed on the next Council agenda.

Recreation Pool – Based on total salaries and wages expenditures through July 31, 2019, I anticipate we will need to increase salaries and benefits for the remainder of the season. I am requesting an increase of \$15,000. However, this money can be moved from other line items in the budget. No increase to the total budget.

INTRODUCED BY:

ORDINANCE NO. 2019-98

AN ORDINANCE AMENDING APPROPRIATIONS FOR CURRENT EXPENDITURES AND OTHER EXPENSES OF THE CITY OF BEACHWOOD, STATE OF OHIO, FOR THE FISCAL YEAR 2019, JANUARY 1, 2019 TO DECEMBER 31, 2019, INCLUSIVE; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, City Council approved Ordinance No. 2018-191 on December 17, 2018, authorizing appropriations for current expenditures and other expenses of the City of Beachwood, State of Ohio, for the Fiscal Year 2019, January 1, 2019 to December 31, 2019, inclusive; and

WHEREAS, on March 4, 2019, City Council approved Ordinance No. 2019-35, amending Ordinance Number 2018-191; and

WHEREAS, on March 18, 2019, City Council also approved Ordinance No. 2019-42, amending Ordinance Number 2019-35; and

WHEREAS, on July 1, 2019, City Council also approved Ordinance No. 2019-77, amending Ordinance Number 2019-42; and

WHEREAS, on August 5, 2019, City Council also approved Ordinance No. 2019-88, amending Ordinance Number 2019-77

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 2019, January 1, 2019 to December 31, 2019, inclusive.

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 No. 2018-191 as amended by Ordinance No. 2019-35, Ordinance No. 2019-42, Ordinance No. 2019-77, and Ordinance No. 2019-88, are hereby further amended to reflect the increases and/or decreases set out in Exhibit "A", a copy of which is attached hereto and incorporated herein.

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

Section 3: This Ordinance is declared to be an urgent measure immediately necessary for the preservation of public peace, health or safety or the efficient operation of the City, and for the further reason because this is an appropriation of money for current expenses and other expenditures of the City of Beachwood for the Fiscal Year ending December 31, 2019; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

ORDINANCE NO. 2019-98

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 3rd day of September, 2019, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 4th day of September, 2019.

Clerk

Approval: I have approved this legislation this 4th day of September, 2019, and filed it with the Clerk.

Mayor

City of Beachwood
2019 Appropriations

General Fund	Department	Wages & Benefits	Other	Total
	101 Council	\$ 125,600	\$ 40,450	\$ 166,050
	121 Mayor	\$ 491,800	\$ 159,200	\$ 651,000
	122 Economic Development	\$ 154,500	\$ 425,300	\$ 579,800
	123 Human Resources	\$ 200,900	\$ 16,100	\$ 217,000
	131 Finance Department	\$ 1,405,000	\$ 7,820,400	\$ 9,225,400
	141 Law Department	\$ 475,300	\$ 170,700	\$ 646,000
	221 Police	\$ 10,514,500	\$ 1,008,100	\$ 11,522,600
	231 Fire	\$ 8,113,600	\$ 1,448,400	\$ 9,562,000
	341 Service Administration	\$ 6,775,400	\$ 3,256,800	\$ 10,032,200
	441 Human Services	\$ 421,700	\$ 291,300	\$ 713,000
	511 Recreation Administration	\$ 883,500	\$ 575,000	\$ 1,458,500
	512 Camps	\$ 367,000	\$ 182,300	\$ 549,300
	514 Sports	\$ 17,400	\$ 64,400	\$ 81,800
	519 Other Programs	\$ 81,800	\$ 92,100	\$ 173,900
	531 Pools and Parks	\$ 281,400	\$ 301,500	\$ 582,900
	611 Building	\$ 1,248,000	\$ 119,700	\$ 1,367,700
	Total General Fund			\$ 47,529,150
Special Revenue Fund	Fund #			
	211 Street Construction Maint. & Repair	\$ -	\$ 1,475,000	\$ 1,475,000
	212 State Highway	\$ -	\$ 200,000	\$ 200,000
	231 Mayor's Court Improvement	\$ -	\$ 50,000	\$ 50,000
	241 Federal Equitable Sharing	\$ -	\$ 200,000	\$ 200,000
	243 Drug Law Enforcement	\$ -	\$ 100,000	\$ 100,000
	261 Blossom Lane Street Lights	\$ -	\$ 1,650	\$ 1,650
	262 George Zieger Drive Street Lights	\$ -	\$ 18,900	\$ 18,900
	291 Eaton TIF Fund	\$ -	\$ 4,500,000	\$ 4,500,000
	292 Omnova TIF Fund	\$ -	\$ 370,000	\$ 370,000
	Total Special Revenue Fund			\$ 6,915,550
Debt Service Fund	Fund #			
	331 General Bond Retirement	\$ -	\$ 2,893,000	\$ 2,893,000
	Total Debt Service Fund			\$ 2,893,000
Capital Improvement Fund	Fund #			
	441 Capital Improvement	\$ -	\$ 2,161,000	\$ 2,161,000
	Total Capital Improvement			\$ 2,161,000
Internal Service Fund	Fund #			
	501 Workers' Compensation Self Insurance	\$ -	\$ 950,000	\$ 950,000
	Total Internal Service Fund			\$ 950,000
Trust and Agency Funds	Fund #			
	784 Police Pension Fund	\$ -	\$ 248,000	\$ 248,000
	Total Trust and Agency Funds			\$ 248,000
TOTAL 2019 APPROPRIATIONS				\$ 60,696,700

(Finance appropriation includes a \$2,000,000 transfer to Debt Service Fund, and \$2,000,000 transfer to the Capital Improvement Fund)

Passed Ordinance : 2018-191

Amended: 2019-35 03/04/2019 : 2019-42 03/19/2019 : 2019-77 07/01/2019 : 2019-88 8/5/2019

Increase Fire Department Budget by \$200,000 (\$125,000 wages \$75,000 other (utilities))

Increase Council budget by \$8950

Move \$13,700 with Camps from other (professional services) to wages

Prepared LAH 06 21 19

Revised LAH 07 15 19

Revised LAH 08 06 19 Move \$15,000 from Other to Wages and Benefits under 531 Pools and Parks

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

TO: Mayor Martin Horwitz
FROM: Larry A. Heiser, Finance Director *LHH*
RE: Request for Transfer from General Fund to Debt Service and Capital Improvement Funds
DATE: August 8, 2019

The last budget amendment Ordinance 2019-88 included an increase in transfers by \$2,000,000.

Approved was an additional transfer from the General Fund (101) of \$1,000,000 to the Debt Service Fund (331) for the purposes of making debt service payments and a \$1,000,000.00 transfer from the General Fund (101) to the Capital Improvements Fund (441) for the purposes of purchasing large capital items for the City of Beachwood.

With your approval I would like to place both of these transfers on the next Council agenda.

Please let me know if you have any questions.

Thank You.

APPROVED

SIGNATURE *Martin Horwitz*

DATE *8/7/19*

INTRODUCED BY:

ORDINANCE NO. 2019-99

AN ORDINANCE AUTHORIZING THE DIRECTOR OF FINANCE TO TRANSFER CERTAIN FUNDS FROM THE GENERAL FUND (101) TO THE DEBT SERVICE FUND (331) AND THE CAPITAL IMPROVEMENTS FUND (441); AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, based upon the recommendation of the Finance Director, this Council desires to transfer One Million Dollars and No/Cents (\$1,000,000.00) from the General Fund (101) to the Debt Service Fund (331) for the purpose of making debt service payments; and

WHEREAS, based upon the recommendation of the Finance Director, this Council also desires to transfer One Million Dollars and No/Cents (\$1,000,000.00) from the General Fund (101) to the Capital Improvements Fund (441) for the purpose of purchasing large capital items for the City of Beachwood, Ohio.

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

Section 1: The Finance Director is hereby authorized and directed to transfer One Million Dollars and No/Cents (\$1,000,000.00) from the General Fund (101) to the Debt Service Fund (331) for the purpose of making debt service payments.

Section 2: The Finance Director is hereby authorized and directed to transfer One Million Dollars and No/Cents (\$1,000,000.00) from the General Fund (101) to the Capital Improvements Fund (441) for the purpose of purchasing large capital items for the City of Beachwood, Ohio.

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 it is necessary for Council to adopt the above legislation at the earliest time possible in order to make debt service payments and make any necessary purchases; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

ORDINANCE NO. 2019-99

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 3rd day of September, 2019,
and presented to the Mayor for approval or rejection in accordance with Article III,
Section 8 of the Charter on the 4th day of September, 2019.

Clerk

Approval: I have approved this legislation this 4th day of September, 2019, and filed it with the
Clerk.

Mayor

INTRODUCED BY:

ORDINANCE NO: 2019-100

AN ORDINANCE APPOINTING ONE (1) MEMBER TO THE CITY OF BEACHWOOD, OHIO CITIZEN FINANCE ADVISORY COMMITTEE; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, Ordinance No. 2018-153, now codified as BCO Chapter 175, states that each Council member shall appoint one (1) member to the Citizen Finance Advisory Committee; and

WHEREAS, the following Member has been nominated by City Council for the City of Beachwood, Ohio Citizen Finance Advisory Committee for an inaugural term ending August 5, 2020.

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

Section 1: The appointment by City Council of the following member for the Citizen Finance Review Committee for the City of Beachwood, Ohio for an inaugural term for one (1) member ending August 5, 2020 is hereby confirmed.

Maggie Keenan (1 Year Term)

Section 2: Members shall serve voluntarily and will be compensated at a rate of Seventy-Five Dollars and No/Cents (\$75.00) per meeting attended in accordance with BCO Section 175.01.

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 preservation of the public peace, health or safety or the efficient operation of the City, and for the further reason that the appointment provided herein is needed for the proper operation of an essential Committee of the City government; 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 3rd day of September, 2019 and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 4th day of September, 2019.

Clerk

Approval: I have approved this legislation this 4th day of September, 2019 and filed it with the Clerk.

Mayor

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

TO: Mayor Martin Horwitz
FROM: Larry Heiser, Finance Director 244
DATE: August 20, 2019
SUBJECT: Centrex contract with AT &T

Based on the attached memo from Craig Kaufman, our current agreement with AT&T for our Centrex lines is up for renewal. AT&T has agreed to keep our rates the same for another 3 year contract. With your approval I would like to place this on the September 3, 2019 Council Agenda.

Please let me know if you have any questions.

Thank You

INTRODUCED BY:

ORDINANCE NO. 2019-101

AN ORDINANCE AUTHORIZING THE MAYOR TO RENEW A CONTRACT WITH AT&T FOR CENTREX SERVICE; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City's current agreement with AT&T for Centrex Service is up for renewal. Centrex is a voice telecommunications central office network based communications system for voice and data. Centrex lines are used for 911 phones, modems, elevator phones, and fire alarms; and

WHEREAS, AT&T has agreed to keep the City's rates the same for another thirty six (36) month contract; and

WHEREAS, the Finance Director has recommended renewing the Contract with AT&T for Centrex Service.

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 Mayor is hereby authorized to enter into a renewal agreement with AT&T for Centrex Service for thirty-six months (36) with no increase in rates. A copy of the 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 hereby declared to be an urgent measure immediately necessary for the public peace, health or safety or the efficient operation of the City, and for the further reason it is necessary to continue to provide for the City's Centrex service; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

Attest: I hereby certify that this legislation was duly adopted on the 3rd day of September, 2019, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 4th day of September, 2019.

Clerk

Approval: I have approved this legislation this 4th day of September, 2019 and filed it with the Clerk.

Mayor



AT&T ILEC CENTREX SERVICE
Confirmation of Service Order
Pursuant to Standard Service Publication Rates and Terms

Customer	AT&T
CITY OF BEACHWOOD 25325 FAIRMOUNT BLVD. BEACHWOOD, OH 44122	AT&T ILEC Service-Providing Affiliate
Customer Contact (for notices)	AT&T Sales Contact Information and for Contract Notices ☒ Primary Contact AT&T
Name: CRAIG KAUFMAN Title: IT Manager Street Address: 25325 Fairmount Blvd. City: Beachwood State/Province: OH Zip Code: 44122 Country: USA Telephone: 2165953711 Fax: 2162921912 Email: craig.kaufman@beachwoodohio.com Customer Account Number or Master Account Number: 2162921907	Name: LAURA LISTON Street Address: 6889 W SNOWVILLE RD. City: BRECKSVILLE State/Province: OH Zip Code: 44141 Country: USA Telephone: 4405029724 Fax: Email: ll3809@att.com Sales/Branch Manager: Isaiah Bzoscie SCVP Name: Dino Perone Sales Strata: LED Sales Region: MW <u>With a copy to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) ☐	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code	

Customer agrees to purchase Service according to the prices, terms and conditions set forth in this Service Agreement, as well as the AT&T Business Service Agreement ("BSA") http://www.corp.att.com/agreement/docs/serviceagreement_2009.pdf, which is incorporated herein by this reference.

The order of priority of the documents is: the applicable Service Publication(s), this Service Agreement, and then the BSA.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name:	Printed or Typed Name:
Title:	Title:
Date:	Date:

AT&T ILEC CENTREX SERVICE
Confirmation of Service Order
Pursuant to Standard Service Publication Rates and Terms

Exhibit A

1. SERVICE, SERVICE PUBLICATION and SERVICE PROVIDER(S)

Service	Centrex Service
Service Provider	The Ohio Bell Telephone Company d/b/a AT&T Ohio
Service Publications	AT&T Ohio Guidebook: http://www.att.com/gen/public-affairs?pid=9700

2. SERVICE TERM, EFFECTIVE DATES AND LINE COMMITMENT

Minimum Payment Period (Service Term)	the minimum period for which Customer is required to pay recurring charges for the applicable Service component and is subject to early termination liability
Start Date of Minimum Payment Period	Effective Date of this Confirmation of Service Order
Effective Date of Rates	Start Date of the Minimum Payment Period
Rate Stabilization per Service Component	Rates as specified for each Service Component are stabilized until the end of its Minimum Payment Period.
Rates Following end of Minimum Payment Period	applicable Service Publication rates then in effect
Line Commitment* and Line Commitment Start Date	2 following Start Date of Minimum Payment Period
*Does not apply for 12 and 24 month Service Term	

3. MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Recurring Rate Applied for Calculation of Early Termination Charges*	Minimum Payment Period
All Service components	The present value of the Line Commitment (using AT&T's current cost of capital) x the monthly Centrex Line charge x the number of remaining months in the Service Agreement Term	36 months
*The early termination charge will be equal to the stated percentage of the Monthly Recurring Rates for the terminated Service multiplied by the number of months remaining in the Minimum Payment Period at the date of termination. **Monthly Recurring Rate" is the sum of network access monthly price and contracted monthly Centrex Line charge.		

4. UNDER UTILIZATION CHARGE

Under Utilization Charge	If the number of lines billed in a month is fewer than the Line Commitment, Customer shall pay: Under Utilization Charge = contracted monthly Centrex Line price x (Line Commitment quantity – actual lines billed).
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5. LOCATION OF SERVICE

Service Location (if different than Customer address): 25325 FAIRMOUNT BLVD. BEACHWOOD OH 44122

AT&T ILEC CENTREX SERVICE
Confirmation of Service Order
Pursuant to Standard Service Publication Rates and Terms

Exhibit A

6. RATES

Rates:	Applicable Service Publication rates on Effective Date for selected Term
Rate Stabilization:	The Monthly Recurring Rate, and the Optional System Feature/Optional Line Feature rates as shown for 36 and 60 month Term Payment Plans in the Service Publication, may vary during the Service Agreement Term, but will not exceed applicable rates on the Effective Date.

<i>For internal use only</i>	
Billing Telephone Number for Existing service, if applicable:	2162921907
Program Code:	
Order Type	☐ New Install ☐ Conversion from Month-to-Month ☒ Renewal

End of Document

Memorandum

To: Larry Heiser, Finance Director

From: Craig Kaufman, IT Manager

Subject: Centrex Agreement

Date: August 19, 2019

Our current agreement with AT&T for Centrex is up for renewal. Centrex is the copper lines that come in to the city for fax machines, elevator phones and fire alarms.

The agreement is for 36 months with a 2 line commitment. As of now we have a total of 33 lines.

It is my recommendation that we request Council to authorize the signature of this contract with AT&T. These items have been budgeted for next 3 years.

If you have any questions feel free to contact me.

CITY OF BEACHWOOD

INTER-OFFICE COMMUNICATION

TO: Martin Horwitz, Mayor

FROM: Chris Arrietta, Public Works Director

DATE: 8/14/2019

SUBJECT: An Ordinance authorizing the Mayor to enter into an Agreement with the Ohio Department of Transportation ("ODOT") for Bridge Inspection Services; and declaring this to be an urgent measure

In 2016, the City of Beachwood entered into a three year program sponsored by ODOT to provide a Bridge Inspection Service at no cost to the City. This program applies to the large Storm Sewer that passes under George Zeiger Drive, then Cedar Road and empties into the Acacia Reservation.

With you permission, I would like to place this on the next Council Agenda and enter into a three year Agreement with ODOT.

PRELIMINARY LEGISLATION

Consent

Rev. 6/26/00

Ordinance/Resolution # : 2019-102

PID No. : 109334

County/Route/Section : _____

The following is an Ordinance enacted by the City of Beachwood of Cuyahoga County, Ohio, hereinafter referred to as the Local Public Agency ("LPA").

SECTION I – Project Description

WHEREAS, the LPA has determined the need for the described project:

Bridge Inspection Program Services, including, but not limited to routine inspections, element level inspections, critical-findings reports, fracture critical member inspections, load rating calculations and reports, weight limits posting sign recommendations, scour assessments, scour plan of actions, development of fracture critical plans, and underwater dive inspection reports if needed.

NOW, THEREFORE, be it ordained by the Council of the City of Beachwood of Cuyahoga County, Ohio, that:

SECTION II – Consent Statement

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project.

SECTION III – Cooperation Statement

The LPA shall cooperate with the Director of Transportation in the above described project as follows:

The State shall assume and bear 100% of all of the cost for Bridge Inspection Program Services requested by the City and agreed to by the State. Eligible Bridge Inspection Services are described in the Consultant's Scope of Services Task Order Contract a copy of which is attached hereto and incorporated herein as Exhibit "A".

The LPA agrees to pay 100% of the cost of those features which are not included in Exhibit "A". Those features may include but not limited to the purchasing and erecting the recommended weight limits postings signs, the implementation of critical findings reports such as partial or total bridge closures, the implementation of the scour plan of actions. When recommendations affect public safety, ODOT expects full implementation by the LPA. Starting in October 2019, FHWA requires installing weight limits posting signs within 30 days from the official date of the approved recommendations. Timely implementation is essential to the success of this program.

SECTION IV – Utilities and Right-of-Way Statement

The LPA agrees that all right-of-way required for the described project will be made available in accordance with current State and Federal regulations.

SECTION V -Authority to Sign

I, Martin S. Horwitz of said City of Beachwood is hereby empowered on behalf of the City of Beachwood to enter into contracts with the Director of Transportation which are necessary to complete the above described project.

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.

The Ordinance is hereby declared to be an emergency measure to expedite the highway project, also known as the Bridge Inspection Program Services and to promote highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

Passed: September 3rd, 2019.

Attested: _____
(Clerk)

(Contractual Agent of LPA – title)

Attested: _____
(Title)

(President of Council)

**CERTIFICATE OF COPY
STATE OF OHIO**

City of Beachwood of Cuyahoga County, Ohio

I, Whitney M. Crook, as Clerk of the City Council of Beachwood of Cuyahoga County, Ohio, do hereby certify that the foregoing is a true and correct copy of the Ordinance adopted by the Legislative Authority of the said City of Beachwood on the 3rd day of September, 2019.

That the publication of such Ordinance has been made and certified of record according to Law; that no proceedings looking to a referendum upon such Ordinance have been taken; and that such Ordinance and certificate of publication thereof are of record in _____,

Page _____.

(Record No.)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable, this 3rd day of September, 2019.

(Clerk)

(CITY SEAL)

City of Beachwood of Cuyahoga County, Ohio

(If the LPA is designated as a City then the "City Seal" is required. If no Seal, then a letter stating "No Seal is required to accompany the executed legislation.")

The foregoing is accepted as a basis for proceeding with the project herein described.
For the City of Beachwood of Cuyahoga County, Ohio.

Attested: _____

Date _____

(Contractual Agent)

.....

For the State of Ohio

Attested: _____

Date _____

(Director, Ohio Department of Transportation)

Approved Final Scope of Services Minutes Date: _____

GENERAL ENGINEERING SERVICES

Central Office, Office of Structural Engineering

Scope of Services

The CONSULTANT may be required to perform the following services on a task order type basis for bridges designated by regulation or by agreement as City or Village inspection responsibility. Tasks which may include but are not limited to the following:

Task 1 - Scour Tasks

- Task 1A - Scour Critical Assessment
- Task 1B - Scour Plan-of-Action
- Task 1C – Scour Analysis

Task 2 - Load Rating Tasks

- Task 2A - Field Measurements for Load Rating
- Task 2B - Load Rating Calculations

Task 3 – SMS Structure Inventory and Review

Task 4 – Inspection Procedures

- Task 4A - Fracture Critical Plan
- Task 4B – Underwater Inspection Procedures

Task 5 - Bridge Inspection

- Task 5A – Routine Bridge Inspection
- Task 5B – Fracture Critical Inspection
- Task 5C – Underwater Dive Inspection

Services shall be conducted in accordance with the following:

- ODOT Manual of Bridge Inspection, Latest Version
- ODOT SMS Bridge and Inventory Coding Guide, Latest Version
- ODOT Bridge Design Manual, Section 900), Latest Version
- Hydraulic Engineering Circulars 18, 20 and 23
- The Manual for Bridge Evaluation, Second Edition 2013 interim with revisions, AASHTO

Publication

- Bridge Inspector's Reference Manual, FHWA NHI Publication Number: 12-049,
Publication Year: 2012
- Underwater Bridge Inspection, FHWA Publication Number: FHWA NHI-10-027,
Publication Year: 2010

The CONSULTANT shall maintain a project cost accounting system that will segregate costs for individual task orders. The invoicing progress reports shall be detailed enough to show the breakdown of each assigned structure indicating the status of all subtasks. Completion of the individual subtasks is necessary for reimbursement credits.

The Department will be performing an annual Quality Assurance Review (QAR) for each selected consultant in accordance with Manual of Bridge Inspection to ensure accuracy and consistency of the inspection and documentation in SMS. This typically includes an office and field review.

The project will be divided into four (4) sub-projects (SP). A CONSULTANT will be selected for each sub-project. Municipalities opted into the previous inspection program will have the option to renew their legislation. Municipalities with population greater than 50,000 people are excluded from the program. The sub-projects have the following general geographic areas, category characteristics, and maximum contract values for the municipalities with municipal inspection responsibility obtained from SMS data as of March 2019.

Project: SP01 - District (1, 2, &3), Total Structures = 435*

Type	L ≤ 20'	20' < L ≤ 60'	60' < L ≤ 200'	L > 200'	Total
Single Span	170	158	24	0	352
Multi-Span	21	18	29	15	83
Culvert	156	45	0	0	201
Truss	0	0	2	0	2
Underwater Inspection	0	0	0	0	0
Fracture Critical Inspection	0	4	0	0	4
Load Rating**	149	75	16	10	250

* Level 1 bridge inspection structures

** Tasked as budget allows w/priority for NBI bridges

Project: SP02 - District (4, 11, &12), Total Structures = 270*

Type	L ≤ 20'	20' < L ≤ 60'	60' < L ≤ 200'	L > 200'	Total
Single Span	86	86	25	0	197
Multi-Span	16	14	27	16	73
Culvert	82	36	0	0	118
Truss	1	1	5	0	7
Underwater Inspection	0	0	0	1	1
Fracture Critical Inspection	0	1	5	0	6
Load Rating**	67	35	16	5	123

* Level 1 Bridge Inspection structures

** Tasked as budget allows w/priority for NBI bridges

Project: SP03 - District (5, 6, &10), Total Structures = 355*

Type	L ≤ 20'	20' < L ≤ 60'	60' < L ≤ 200'	L > 200'	Total
Single Span	132	126	29	0	287
Multi-Span	7	8	35	18	68
Culvert	108	62	4	0	174
Truss	0	0	8	0	8
Underwater Inspection	0	0	1	1	2
Fracture Critical Inspection	0	0	8	1	9
Load Rating**	141	73	20	8	242

* Level 1 bridge inspection structures

** Tasked as budget allows w/priority for NBI bridges

Project: SP04 - District (7, 8 &9), Total Structures = 426*

Type	L ≤ 20'	20' < L ≤ 60'	60' < L ≤ 200'	L > 200'	Total
Single Span	150	125	29	0	304
Multi-Span	27	42	41	12	122
Culvert	135	93	30		231
Truss	0	1	5	1	7
Underwater Inspection	0	0	1	1	2
Fracture Critical Inspection	0	2	4	1	7
Load Rating	180	81	27	2	290

* Level 1 bridge inspection structures

** Tasked as budget allows w/priority for NBI bridges

Please note that the total number of structure types is estimated based on current SMS data query, and it may be adjusted when tasks are assigned in the future.

UNDERSTANDING

1. Inspections shall be completed by firm's full-time staff prequalified with ODOT for Level 1 bridge inspection according to the Manual of Bridge Inspection.
2. Task order are intended for maintaining compliance with the FHWA 23-Mertics, Ohio Revised Code, and ODOT policy manuals. Deadlines set by the task orders shall be respected.
3. All reports and records compiled under this agreement shall become the property of the City or Village and shall be housed in the City or Village. ODOT shall receive an electronic copy of plans, analysis files, reports and other items mentioned below.
 - a) CONSULTANT shall perform all applicable updates to SMS with new or revised information for structure inventory and appraisal data, inspections, scour, fracture critical members, and load ratings.
 - b) CONSULTANT shall submit copies of all reports and calculations electronically, or in hard copies when requested, to the City or Village for inclusion in their bridge records.
 - c) This includes, as applicable, a printed copy of the inspection report, Scour Plan-of-Action, Fracture Critical Plan, load rating report, gusset plate analysis, inspection procedures, and field measurement notes, digital pictures as well as a reproducible digital data file (.pdf, .doc, .xml, and .xls formats).
4. Copies of all transmittal letters related to this Task Order shall be submitted to Central Office, Office of Structural Engineering.
 - a) When required, CONSULTANTS shall locate the original construction plans, as-built, and shop drawings from archive locations specified by the municipality and upload them onto SMS.

Services to be furnished by CONSULTANT may include:

TASK 1 - SCOUR TASKS

Task 1A – Scour Critical Susceptibility NBIS Item 113) - The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection. Deliverables include field notes, a completed Scour Critical Assessment Checklist as per Appendix I of the 2014 Manual of Bridge Inspection, and any other reference material needed for the bridge

owner to properly maintain their bridge files. Channel photos or cross sections maybe tasked under this item if assigned.

Task 1B - Scour Plan-of-Action - The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection Appendix H for the scope of this task. Deliverables include a completed Scour Plan-of-Action, field notes, calculations, and any other reference material needed by bridge owner to maintain bridge files.

TASK 2 – LOAD RATING TASKS

Task 2A - Field Measurements for Load Rating - Should no plans exist or if additional information is required, each main member shall be field measured for load rating. The condition of the member should be noted on the field documentation. All measurements shall be included in the load rating report.

Task 2B - Load Rating Calculations – A bridge carrying vehicular traffic shall be rated to determine the safe load carrying capacity. The CONSULTANT shall review existing bridge plans and inspection reports and other inspection information such as photographs and estimates of section loss for bridge members and connections. The analysis for existing structures shall be performed for AASHTO HS20-44 [MS 18] (truck, lane, & military) loading for both inventory and operating levels, and for the four Ohio Legal Loads including the special hauling vehicles (2F1, 3F1, 4F1, and 5C1, SU4, SU5, SU6, SU7, EV2, and EV3) at operating level. The CONSULTANT shall try to complete the load rating analysis utilizing BrR (Virtis) at first. Hand-calculations or Spreadsheets if BrR is not applicable. The BrR analysis file, other load rating files, and BR100 shall be included with the submittal to OSE.

The inventory and operating ratings shall be coded as per the most recent version of the ODOT Bridge Inventory Coding Guide. Update SMS Inventory with the load rating results and upload BR100 pdf file.

The electronic deliverable shall include if applicable an Excel spreadsheet or other files used for analysis for each bridge which shall include the member areas, member capacities both with and without section loss, influence lines (can be the ordinates or graph of the lines), dead loads and dead load stresses in members, live loads and live load stresses in members for all truck loadings and the load ratings of the members. Truck loadings to be used for the ratings are specified in BDM Section 900.

The Load Rating Report shall be prepared by a registered or non-registered engineer and it shall be checked, signed, sealed and dated by an Ohio Registered Professional Engineer.

The Load Rating Report shall explain the method used to calculate the load rating of each bridge.

AASHTO Load Factor Rating (LFR) shall be utilized for all bridges not designed by Load and Resistance Factor Design. AASHTO Load and Resistance Factor Rating (LRFR) shall be utilized for all structures designed for HL93 loading starting October 2010.

Load Rating Report Submittal to the City or Village shall include:

- a. Two (2) printed copies and one electronic pdf copy of the Load Rating Report for each bridge.
- b. Final summary of inventory and operating ratings for each member and the overall ratings of the structure shall be presented for each live load truck. An acceptable format is ODOT form BR-100.
- c. Analysis program input files. Both input and output files shall be submitted when programs other than BrR or spreadsheets are used.
- d. All calculations related to the load rating.
- e. If applicable, the weight limits posting recommendations including a copy of the standard posting sign; such as R12-1 (24" x 30"), R12-H5 (30" x 48"), and R12-H7 (30" x 30").

TASK 3 – SMS STRUCTURE INVENTORY AND REVIEW

The scope of this task includes a limited review of the structure inventory data in the ODOT SMS. In general, the CONSULTANT shall review specific existing ODOT bridge inventory records (as provided by the City and approved by ODOT) of the designated bridge. The CONSULTANT may download the inventory report, which contains inventory data for each bridge on file with ODOT from the ODOT website. The CONSULTANT shall verify this data and determine if the ODOT SMS structure file information needs changing. If no changes are necessary, then no SMS inventory needs to be filled out. If changes are necessary, the scope of this task shall also include completing and filing inventory updates (and supplements, as needed) in SMS. The CONSULTANT shall refer to the ODOT Office of Structural Engineering Inventory and Coding Guide of SMS for inventory coding details.

TASK 4 – INSPECTION PROCEDURES

Task 4A – Fracture Critical Plan – A Fracture Critical Member Plan and inspection procedure shall be developed and updated. For more details, refer to Chapter 4: Inspection Types in the Manual of Bridge Inspection. It shall include:

1. Sketches of the superstructure with locations of all fatigue and fracture prone details identified.
 - a. Use framing plan or schematic with detail locations labeled and a legend explaining each labeled item on the scheme.

- b. Use an elevation view for trusses.
 - c. Classify similar fatigue/fracture prone details as types (e.g. end of partial cover plate).
- 2. A table or location of important structural details indicating:
 - a. Type of detail (e.g. end of partial cover plate, short web gap, etc.)
 - b. Location of each occurrence of detail
 - c. AASHTO Fatigue Category of detail
 - d. Identify retrofits previously installed
- 3. Risk Factors Influencing the inspector access.

Photos and sketches shall be properly referenced. The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection for additional details on the scope of this task.

Task 4B – Underwater Inspection Procedures – An underwater inspection procedure shall be developed. For more details, refer to Chapter 4: Underwater Inspections in the Manual of Bridge Inspection. Please note that ODOT has recently revised Appendix F of the inspection manual. The diving team shall fill out or update the new form and upload it on SMS prior to performing the actual dives. Please contact OSE for a copy of a blank form if not uploaded on SMS at the time.

TASK 5 – BRIDGE INSPECTION

Task 5A – Routine Bridge Inspection (SMS Input) - Perform a routine field inspection of the structure to determine the general condition. The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection for additional details on the scope of this task. Section 1111 of the Moving Ahead for Progress in the 21st Century Act (MAP-21) modified 23 U.S.C.144, requires Ohio to report bridge element level data for NBIS bridges on the National Highway System (NHS) to FHWA. A condition rating or element level inspection will be assigned. This task includes: Condition Rating Inspection for non-NBI structures, Condition Rating Inspection for NBI structures, and Element Level Inspection for NBI classified as NHS.

Task 5B – Fracture Critical Inspection - Perform a fracture critical field inspection of fracture critical items. The CONSULTANT shall update the FCM inspection procedure with current photos and descriptions. The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection for additional details on the scope of this task.

Task 5C – Underwater Dive Inspection – Perform Underwater/ In-Water inspection of substructure units according to the cycle shown in SMS. Emergency underwater inspection may arise for specific structures over the duration of the contract period. Work shall be done in accordance with the reference manuals and inspection procedure. Scour risk shall be evaluated after field and data collection.



U.S. Department
of Transportation

**Federal Highway
Administration**

HIBS-30

NBIPOT

NBIS Oversight Program

Metrics for the Oversight of the National Bridge Inspection Program



May 2017

[ToC](#)

National Bridge Inspection Program Metrics

Introduction	3
NBIP Metrics Glossary	4
Metric #1: Bridge inspection organization.....	5
Metric #2: Qualifications of personnel – Program Manager.....	8
Metric #3: Qualifications of personnel – Team Leader(s)	10
Metric #4: Qualifications of personnel – Load Rating Engineer	13
Metric #5: Qualifications of personnel – UW Bridge Inspection Diver	15
Metric #6: Inspection frequency – Routine – Lower risk bridges.....	17
Metric #7: Inspection frequency – Routine – Higher risk bridges	22
Metric #8: Inspection frequency – Underwater – Lower risk bridges	24
Metric #9: Inspection frequency – Underwater – Higher risk bridges.....	26
Metric #10: Inspection frequency – Fracture Critical Member.....	28
Metric #11: Inspection frequency – Frequency criteria	30
Metric #12: Inspection procedures – Quality Inspections.....	32
Metric #13: Inspection procedures – Load Rating	38
Metric #14: Inspection procedures – Post or Restrict	43
Metric #15: Inspection procedures – Bridge Files	46
Metric #16: Inspection procedures – Fracture Critical Members.....	49
Metric #17: Inspection procedures – Underwater	52
Metric #18: Inspection procedures – Scour.....	55
Metric #19: Inspection procedures – Complex Bridges.....	58
Metric #20: Inspection procedures – QC/QA	61
Metric #21: Inspection procedures – Critical Findings.....	64
Metric #22: Inventory – Prepare and Maintain	67
Metric #23: Inventory – Timely Updating of Data	71

Introduction

This document provides guidance and direction to FHWA Division Bridge Engineers in performing NBIP compliance reviews of State and Federal agency bridge safety inspection programs. It contains the 23 metrics assessed for compliance reviews under the National Bridge Inspection Standards (NBIS) at 23 CFR Part 650, Subpart C. This document supersedes the prior *Metrics for the Oversight of the National Bridge Inspection Program*, dated April 1, 2013.

The format of this document remains the same as the previous version, with each metric definition and requirements listed on one page, followed by a commentary section for each to clarify the metric requirements. The electronic version includes links to other important resources, indicated by blue text.

Further FHWA guidance available on the [National Bridge Inspection Program](#) (NBIP) SharePoint site will assist reviewers in performing the compliance reviews, primarily [The NBIP Compliance Review Guidance](#) and the [BPM Chapter 2 Draft Final 5-1-2017](#) from the Structure Discipline's Bridge Program Manual. The former contains background and information on the development of the review process and explains the review process generally. The latter document further details how to address the compliance issues determined, such as the requirements of Plans of Corrective Actions, Improvement Plans, and other Non-Compliance issues.

Acronyms and terms used in this document

Compliance Levels

Compliance	C
Substantial Compliance	SC
Non-Compliance	NC
Conditional Compliance	CC

Assessment Levels

Assessment Level	AL
Minimum Assessment Level	Min-AL
Intermediate Assessment	Int-AL
In-Depth Assessment	InD-AL

Other acronyms and terms

AASHTO Manual for Bridge Evaluation	AASHTO Manual or MBE
SharePoint Metric Assessment Reporting Tool (FHWA NBIP tool)	SMART
Bridge Safety Engineer (FHWA)	BSE
Continuing Education Unit	CEU
Division Bridge staff reviewer	reviewer
Federal Highway Administration	FHWA
FHWA Headquarters Bridge Office	HIBS
Fracture Critical Member	FCM
Improvement Plan	IP
Load and Resistance Factor Rating (method)	LRFR
Load Factor Rating (method)	LF or LFR
Load Rating Engineer	LRE
Metric # Assessment Report	MAR#
National Bridge Inspection Program	NBIP
National Bridge Inspection Standards	NBIS
National Bridge Inventory	NBI
National Highway Institute	NHI
National Highway System	NHS
Not to exceed	NTE
Plan of Action (Scour)	POA
Plan of Corrective Action	PCA
Professional Engineer	PE
Program Manager	PM
Quality Assurance	QA
Quality Control	QC
Specialized Hauling Vehicle	SHV
State or Federal Agency	State
Structure Inventory and Appraisal	SI&A
Team Leader	TL
Underwater	UW

NBIS Reference: 23 CFR 650.307 – Bridge inspection organization

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| Criteria | <ul style="list-style-type: none"> • An organization is in place to inspect, or cause to inspect, all highway bridges on public roads. • Organizational roles and responsibilities are clearly defined and documented for each of the following aspects of the NBIS: policies and procedures, QC/QA, preparation and maintenance of a bridge inventory, bridge inspections, reports, and load ratings. • Functions delegated to other agencies are clearly defined and the necessary authority is established to take needed action to ensure NBIS compliance. • A program manager (PM) is assigned the responsibility for the NBIS. |
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Population: Not applicable.

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| Compliance Levels | <p>Compliance (C): All of the following must be met for C:</p> <ul style="list-style-type: none"> • The organization is in place and effective as indicated by assessment of the other 22 metrics. • Organizational roles and responsibilities are clearly defined and documented. • Delegated functions are clearly defined with the necessary authority established. • Responsibility for the NBIS is assigned to a PM. <p>Substantial Compliance (SC): All of the following must be met for SC:</p> <ul style="list-style-type: none"> • The organization is in place and effective as indicated by assessment of the other 22 metrics; minor deficiencies in the organization exist but do not adversely affect the overall effectiveness of the program and are isolated in nature. • Organizational roles and responsibilities are clearly defined and documented; isolated deficiencies exist but do not adversely affect the overall effectiveness of the program. • Delegated functions are defined with authority established to resolve safety issues. • Responsibility for the NBIS is assigned to a PM. <p>Non-Compliance (NC): One or more SC criteria are not met.</p> <p>Conditional Compliance (CC): Adhering to FHWA approved plan of corrective action (PCA).</p> |
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| Assessment Levels (AL) | <p>Minimum Assessment (Min-AL): Perform all of the following:</p> <ul style="list-style-type: none"> • Monitor PCA if in effect. • Assess based on previous review results, the reviewer's knowledge and awareness of the bridge inspection program, and from the current assessment of the other metrics. <p>Intermediate Assessment (Int-AL): In addition to the Min-AL:</p> <ul style="list-style-type: none"> • Verify that responsibility for the NBIS is assigned to a PM, and that documented organizational roles, responsibilities, and delegation procedures exist as applicable. • If functions are delegated, assess effectiveness of the process through interview of PM and some individuals with delegated functions. • Assess overall effectiveness of organization through assessment of other metrics and interview of PM. <p>In-Depth Assessment (InD-AL): Perform one of the following:</p> <ul style="list-style-type: none"> • Division InD-AL – In addition to the Int-AL, develop guidelines for review, with concurrence from BSE, and conduct in accordance with guidelines. • National InD-AL – review in accordance with national direction and guidelines. |
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General: This metric determines if the State or Federal Agency (State) has an appropriate organization in place, and if the organization is effective as indicated in part by assessment of the other metrics. Therefore, this metric may not be fully assessed until the remaining metrics are fully assessed.

Phrases in italics below are repeated from the metric language, with further explanation provided.

Criteria: The phrase ‘*Functions delegated to other agencies are clearly defined*’ means each State office, District office, contractor, or other entity must be given clear direction for assigned or delegated roles or tasks. For example, a State district office with a delegated PM and inspection teams must understand the extent of their duties and how they are communicated and relate to the main PM in the central office.

The phrase ‘*...the necessary authority is established to take needed action to ensure NBIS compliance*’ means the organization must have agreements with other owners to establish the proper authority necessary to ensure the NBIS is carried out correctly. The State is highly encouraged to establish such agreements in writing. An example of inadequate authority is a State law that prevents proper posting of bridges; this would be considered a compliance issue for Metric 1.

Compliance levels: The term *Safety issues* are those related to bridge closure, posting, critical findings, and overdue inspections. For C, the phrase ‘*necessary authority established*’ is inclusive of these safety issues and all other aspects of delegated functions. For SC, the ‘*authority established*’ for these safety issues is a minimum.

If other metrics are non-compliant, conduct a careful evaluation to determine whether those non-compliance issues stem from deficiencies in the organizational structure itself. If so, then a finding of SC or NC is appropriate for this metric. This is not directly related to the number of metrics in NC or CC, but whether issues are caused by deficiencies in the organization. Another consideration is if existing PCAs are on schedule, and if not, whether the reason stems from organizational issues.

When inspection staff is not made aware of key components of organizational roles and responsibilities, this can result in inconsistencies in application of QA procedures. In such cases the metric should be considered SC due to organizational deficiency.

Another example of an organization deficiency is when a PM is assigned the responsibility for the NBIS, but with limited authority to ensure delegated agency functions are carried out due to conflicting local laws or policies. The PM has implemented an otherwise good policy to place load posting signs within a specified number of days of a load rating determination, but the bridge owner refuses to post despite repeated attempts by the PM to convince the bridge owner, and the PM is prohibited from posting the bridge directly. In this case the metric is considered NC due to the safety implications.

Assessment levels: At the Min-AL, maintain knowledge and awareness of the programs areas each year to a reasonable degree, through discussion with the PM or others, and remain aware of changes in key personnel or program policies that may affect each metric. The knowledge and awareness from the Min-AL informs whether to perform further review at the Int-AL or InD-AL.

At the Int-AL, consider interviews with individuals who have been delegated PM functions for one or more agencies, districts, consultants, etc., represented in those bridges selected for field review under Metric #12.

Background/ changes for PY 2018: Minor clarifications to wording of metric and addition of commentary to improve clarity. In-D updated for this and all metrics to provide more flexibility to Divisions in further assessment of the metric as necessary.

NBIS Reference: 23 CFR 650.309 (a) – Program Manager and 650.313 (g) QC/QA

Criteria	The Program Manager (PM) must have the following qualifications: • Professional engineer registration or 10 years of bridge inspection experience; • Successful completion of FHWA approved comprehensive bridge inspection training; and • Completion of periodic bridge inspection refresher training according to State policy.
	Population: The individual designated as PM.
Compliance Levels	Compliance (C): All of the following must be met for C: • The PM has the required qualifications. • The PM has completed periodic bridge inspection refresher training according to State policy. Substantial Compliance (SC): All of the following must be met for SC: • The PM has the required qualifications, except a newly designated PM has not completed comprehensive bridge inspection training, but is scheduled to do so within 6 months after selection to the PM position. • The PM has not completed periodic refresher training according to State policy, but is scheduled to do so within the next 12 months. Non-Compliance (NC): One or more SC criteria are not met. Conditional Compliance (CC): Adhering to FHWA approved plan of corrective action (PCA).
Assessment Levels (AL)	Minimum Assessment (Min-AL): Perform all of the following: • Monitor PCA if in effect. • Assess based on previous review results, and on the reviewer's knowledge and awareness of the PM's qualifications. Intermediate Assessment (Int-AL): In addition to the Min-AL: • Verify PM's qualifications through interview of PM or PM's direct supervisor(s). • Review PM's qualification documentation. In-Depth Assessment (InD-AL): Perform one of the following: • Division InD-AL – In addition to the Int-AL, develop guidelines for review, with concurrence from BSE, and conduct in accordance with guidelines. • National InD-AL – conduct in accordance with national direction and guidelines.

General: This metric evaluates the qualifications of the designated State PM, not any other staff members that may have delegated PM duties. The designated PM is ultimately responsible for all aspects of the Program, even if some duties are delegated to districts, consultants, local agencies, or others.

Compliance levels: The term *designated PM* refers to either an acting assignment or a permanent assignment of an individual to the position.

If a PM or an acting PM is qualified, but there are issues relating to lack of overall responsibility, sufficient authority, or effectiveness, this affects the compliance determination for Metric 1 but not Metric 2.

Assessment levels: If a new PM is designated, perform an Int-AL review in the same year if possible, or in the subsequent year if not.

Background/ changes for PY 2018: *Minor changes to wording of metric to improve clarity. Int-AL updated to require review the documentation of PM qualifications and to require Int-AL when a new PM is identified.*

NBIS Reference: 23 CFR 650.309 (b) – Team leader(s) and 650.313 (g) QC/QA

Criteria

Each Team Leader (TL) must have at least one of the following qualifications:

- PE registration
- Five years of bridge inspection experience
- NICET Level III or IV Bridge Safety Inspector certification
- Bachelor degree in engineering from ABET accredited college or university, a passing score on the Fundamentals of Engineering Exam, and two years of bridge inspection experience.
- Associate Degree in engineering from ABET accredited college or university and four-years of bridge inspection experience.

In addition to the above qualifications, TLs must have the following training:

- Successful completion of FHWA approved comprehensive bridge inspection training; and
- Completion of periodic bridge inspection refresher training according to State policy.

Population: All TLs for all inspection types for inspections performed from January 1 of the calendar year prior to the beginning of the review year.

Compliance Levels

Compliance (C): All of the following must be met for C:

- All TLs have the required qualifications.
- All TLs have completed periodic bridge inspection refresher training according to State policy.

Substantial Compliance (SC): All of the following must be met for SC:

- All TLs have the required qualifications.
- One or more TLs have not completed periodic bridge inspection refresher training according to State policy.

Non-Compliance (NC): One or more SC criteria not met.

Conditional Compliance (CC): Adhering to FHWA approved plan of corrective action (PCA).

Assessment Levels (AL)

Minimum Assessment (Min-AL): Perform all of the following:

- Monitor PCA if in effect.
- Assess based on previous review results, and on the reviewer's knowledge and awareness of process for monitoring TL qualifications.

Intermediate Assessment (Int-AL): In addition to the Min-AL:

- Randomly sample TLs to review qualifications, including dates of comprehensive and refresher training.
- Interview the PM or supervisor to verify qualifications when documentation of qualifications is inconclusive.

In-Depth Assessment (InD-AL): Perform one of the following

- Division InD-AL – In addition to the Int-AL, develop guidelines for review, with concurrence from BSE, and conduct in accordance with guidelines.
- National InD-AL – conduct in accordance with national direction and guidelines.

General: This metric verifies that all team leaders listed for all types of inspections which require a TL during the identified time period are qualified. Metric #12 then verifies that TLs are on site during each bridge inspection, and that the TLs noted in the inspection reports reviewed are included on the list developed for Metric #3.

Criteria: For additional guidance on what constitutes bridge inspection experience, see the *Questions and Answers on the National Bridge Inspection Standards 23 CFR 650 Subpart C*, located at <http://www.fhwa.dot.gov/bridge/nbis/index.cfm>.

Population: This metric applies to all TLs for initial, routine, in-depth, fracture critical member, and underwater inspections. The population is limited to TLs that have inspected bridges from January 1 of the calendar year prior to the start of the review year (example: for the PY18 review that starts 4/1/17, include all TLs that have inspected since 1/1/16). This will minimize overlap from one review year to the next.

Compliance levels: Refresher training must be scheduled on a periodic basis. This schedule should be documented, but it does not affect compliance if it is not. If any TL reviewed has not taken refresher training in accordance with State policy, this is considered SC for this metric, notwithstanding other findings. If a TL has never taken refresher training and none is planned, this is also considered SC for this metric, and should be further assessed under Metric 20, pursuant to 23 CFR 650.313(g), which requires periodic refresher training. Such training is not specifically required under 23 CFR 650.309.

Assessment levels: For the Int-AL, use the following procedure to review TL qualifications:

1. If a list of all TLs is available, review qualifications of randomly sampled TLs from the list.
2. If no list is available, refer to the sampling tool's list of sampled bridges for Metrics 13 – 19, and 21. From this sample, in the order of the random numbers already generated, obtain the name of the TL for each bridge inspection until a sample of 19 unique TLs is obtained. If this exceeds the total number of team leaders in the State, review all team leaders.

Because the NBIS does not require a "list" of TLs, the lack of a list does not affect the compliance status for Metric 3. However, in such situations, review documented procedures used to assure that the appropriate inspection qualifications are being met.

If no effective process exists to ensure that all TLs are qualified, but the actual TLs assessed in this metric *are* qualified, this finding should be considered in the compliance determination of Metric 1, not Metric 3. Likewise, if the TLs assessed in this metric are *not* qualified and the State does not have a process to monitor TL qualifications, this finding should be considered in determining the compliance determination for both Metric 1 and Metric 3.

If one or more active TLs are found to be unqualified, the finding should be addressed. First, the PM should ensure that the unqualified individual(s) ceases TL duties. Then work with the PM to develop a plan to ensure that past inspections by the individual(s) were completed in a quality manner, through review of those inspection findings or re-inspections if necessary. The plan should also rectify any underlying process issues that cause unqualified personnel to be assigned TL duties.

If the unqualified TL was found outside the metric process, the finding should also be addressed as described above. If found when Metric 3 was scheduled for a Min-AL, then a review at the Int-AL should be scheduled for that review year if possible, or the following review year at the latest, to

more fully assess the issue. An unqualified TL is considered a high-risk safety issue, so this finding should be applied directly to the compliance level of this metric, and is considered NC. If the underlying issue is resolved by Dec 31, a compliance determination of SC or higher would be appropriate, depending on other issues if any.

If certificates of training cannot be produced and the training was provided by NHI, transcripts can be requested from NHI for courses completed within the past 7 years. Each student's transcript will show the courses attended and the number of CEUs earned – NHI does not print a new copy of a certificate. Send requests for transcripts to NHIREgistrar@dot.gov.

Verify professional engineer registration through the State's PE board website.

Background/ changes for PY 2018: Minor improvements to wording of metric to improve clarity. Int-AL updated to require interviews of some TLs.

NBIS Reference: 23 CFR 650.309 (c) – Individual responsible for load ratings

Criteria

The Load Rating Engineer has overall responsibility for load rating of bridges and is a registered professional engineer.

Population: The individual charged with overall responsibility for load rating bridges.

Compliance Levels

Compliance (C):

- The LRE is a registered professional engineer.
- The LRE has overall responsibility for load rating of bridges.

Substantial Compliance (SC):

- The LRE is a registered professional engineer.
- The LRE does not have total overall responsibility for load rating of bridges, or the degree of responsibility is not clear.

Non-Compliance (NC): One or more SC criteria not met.

Conditional Compliance (CC): Adhering to FHWA approved plan of corrective action (PCA).

Assessment Levels (AL)

Minimum Assessment (Min-AL): Perform all of the following:

- Monitor PCA if in effect.
- Assess based on previous review results, and on the reviewer's knowledge and awareness of the LRE qualifications and responsibilities.

Intermediate Assessment (Int-AL): Perform the following:

- Verify qualifications and responsibilities of the LRE through interview of LRE or supervisor(s).
- Review LRE's qualification documentation.

In-Depth Assessment (InD-AL): Perform one of the following:

- Division InD-AL – In addition to the Int-AL, develop guidelines for review, with concurrence from BSE, and conduct in accordance with guidelines.
- National InD-AL – conduct in accordance with national direction and guidelines.

General: This metric verifies that the individual designated as the LRE is a registered professional engineer and has overall responsibility for load rating of bridges.

The LRE may be the same individual as the Program Manager and should be actively engaged in determining and communicating load rating policy, load rating QC/QA procedures, etc. Many of the duties of the LRE may be delegated to one or more individuals at lower levels or other agencies, but the overall responsibility for load rating of all bridges in the State ultimately resides with the LRE.

Compliance levels: The phrase *overall responsibility for load rating bridges* does not mean that the individual must complete or review all load ratings directly, but rather that the individual has final responsibility for establishing procedures and guidance for the load rating process in the State, including ensuring the completion of load ratings by local agencies.

A compliance determination of SC is appropriate when the LRE is a PE, but the review reveals the LRE does not have total overall responsibility for load rating of bridges, or the degree of responsibility is not clear. This can occur, for example, if an individual with a PE is designated as the LRE but does not have documented responsibility or have authority to establish necessary policies and practices.

Assessment levels: If a new LRE is designated, perform an Int-AL review in the same year if possible, or in the subsequent year if not.

Background/ changes for PY 2018: *Substantial Compliance criteria was added for this metric, to account for situations where the LRE's level of responsibility is not completely clear. The Int-AL was modified to require review of qualifications by both interviews and reviewing documentation. Minor improvements to wording of metric to improve clarity.*

NBIS Reference: 23 CFR 650.309 (d) – Underwater Bridge Inspection Diver

Criteria Underwater bridge inspection divers must have successfully completed at least one of the following training courses:

- FHWA approved comprehensive bridge inspection training course
- FHWA approved underwater bridge inspection diver training course

Population: All inspection divers inspecting those bridges from January 1 of the calendar year prior to the beginning of the review year.

Compliance Levels **Compliance (C):** The following must be met for C:

- All inspection divers have successfully completed FHWA approved comprehensive bridge inspection training or FHWA approved underwater bridge inspection diver training.

Substantial Compliance (SC):

- All divers listed in the inspection report are qualified, but it is unclear whether all inspection divers were listed due to inadequate documentation of all divers participating in inspections.

Non-Compliance (NC): One or more SC criteria not met.

Conditional Compliance (CC): Adhering to FHWA approved plan of corrective action (PCA).

Assessment Levels (AL) **Minimum Assessment (Min-AL):** Perform all of the following:

- Monitor PCA if in effect.
- Assess based on previous review results, and on the reviewer's knowledge and awareness of process for monitoring underwater bridge inspection diver qualifications.

Intermediate Assessment (Int-AL): In addition to the Min-AL:

- Randomly sample divers to review documentation of successful completion of required training.
- Interview PM or supervisor if necessary to verify successful completion of required training when documentation is inconclusive.

In-Depth Assessment (InD-AL): Perform one of the following:

- Division InD-AL – In addition to the Int-AL, develop guidelines for review, with concurrence from BSE, and conduct in accordance with guidelines.
- National InD-AL – conduct in accordance with national direction and guidelines.

General: This metric assesses the qualifications of all underwater bridge inspection divers. The purpose is not to assess all requirements of the team leader; this is done in Metric #3.

Compliance levels: Even though all inspection divers must have completed an FHWA approved comprehensive bridge inspection training course or other FHWA approved underwater diver bridge inspection training course, divers are not required to complete refresher training, unless a diver is also functioning as the team leader for the inspection.

Any diver responsible for inspection of any element must have completed the required training. If only one diver for each inspection meets established criteria, and this diver visually and/or tactilely inspects all underwater components as the primary or only inspector, this is considered a compliance level of C. Additional divers providing support roles only, such as ‘tender’ divers, need not complete the training.

For SC, any divers listed in the inspection report or other inspection records must meet required qualifications, but there may be cases where all divers may not be listed. Thus, it may be unclear whether every inspection diver that participated in the inspection met the qualifications.

Assessment levels: For the Int-AL, use the following procedure for reviewing diver qualifications:

1. If a list of all divers is available, review qualifications for randomly sampled divers on the list.
2. If no list is available, refer to the Sampling Tool. Use the Metric 17 sample, in the order of the generated random numbers, to obtain the name of the divers for each UW inspection until the required sample size of unique TLs is developed.

Because the NBIS does not require a “list” of TLs and/or underwater bridge inspection divers, the lack of a list does not affect the compliance status for Metric 5. However, in such situations, review documented procedures used to assure that the appropriate inspection qualifications are being met.

If no effective process exists to ensure that all divers are qualified, but the actual divers assessed in this metric are qualified, this finding should be considered in the compliance determination of Metric 1, but not affect the determination for Metric 5.

If certificates of training cannot be produced and the training was provided by NHI, transcripts can be requested from NHI for courses completed within the past 7 years. Each student’s transcript will show the courses attended and the number of CEUs earned – NHI does not print a new copy of a certificate. Send request for transcripts to NHIREgistrar@dot.gov.

Background/ changes for PY 2018: Substantial Compliance criteria was added to account for situations where the qualifications of all divers participating in an inspection are not completely clear. Int-AL updated to include interviews of PM or supervisor if necessary to verify successful completion of required training. Minor improvements to wording of metric to improve clarity.

NBIS Reference: 23 CFR 650.311 (a) – Routine inspections**Criteria**

- Routine inspections are performed at regular intervals not to exceed (NTE) 24 months, or NTE 48 months when adhering to FHWA approved criteria.

Population: Lower risk bridges for the entire State that are open to traffic, and whose inspection dates have changed since the previous year's NBI submission or are overdue.

Compliance Levels

Compliance (C): All of the following must be met for C:

- All bridges are inspected within the required NTE 24 or 48-month interval, as applicable, unless documented unusual circumstances have caused a 1 month delay for any inspections.
- All bridges on the NTE 48-month interval meet the FHWA approved criteria.

Substantial Compliance (SC): All of the following must be met for SC:

- At least 90% of bridges are inspected within the required NTE 24 or 48-month interval plus 1 month, as applicable.
- All bridges are inspected within the required interval plus 4 months.
- At least 95% of the bridges on the NTE 48-month interval meet the FHWA approved criteria.
- Minor deficiencies exist in the documentation process for 1-month inspection delays, or not all delays are properly documented.

Non-Compliance (NC): One or more SC criteria not met.

Conditional Compliance (CC): Adhering to FHWA approved plan of corrective action (PCA).

Assessment Levels (AL)

Minimum Assessment (Min-AL): Perform all of the following:

- Monitor PCA if in effect.
- Generate MAR6 within 30 days of NBI data acceptance and review to resolve overdue bridge inspections – notify the State of overdue inspections, track completion of inspections, and document result on MAR6.
- Review MAR6 Summary for indication of any new deficiencies.
- Assess based on MAR6 Snapshot and previous review results, and on the reviewer's knowledge and awareness.

Intermediate Assessment (Int-AL): In addition to the Min-AL:

- Review MAR6 and resolve data for inspections that exceeded the required interval to the extent necessary to assure that the compliance status shown is correct.
- Review a sample of bridges coded for 48-month intervals from the MAR6 list of bridges, to verify they meet the FHWA approved criteria for extended intervals in the State.
- If appropriate, perform a supplemental MAR6 analysis for current year inspections using additional data obtained from the State.
- If 1-month inspection delays exist, review procedures to ensure there is a process to document unusual circumstances and that the process is being followed.

In-Depth Assessment (InD-AL): Perform one of the following:

- Division InD-AL – In addition to the Int-AL, develop guidelines for review, with concurrence from BSE, and conduct in accordance with guidelines.
- National InD-AL – conduct in accordance with national direction and guidelines.

General: The commentary for Metric 6 also applies to Metrics 7-10, except where noted.

The frequency metrics determine if bridges are being inspected per required intervals, including following FHWA approved criteria for extended intervals, as appropriate. Due to the large numbers of inspections completed each year and the number of scheduling issues that can occur, certain tolerances for each compliance level are defined in each metric.

Metrics 6 & 7 reflect low risk and high risk Routine inspections, Metrics 8 & 9 reflect low risk and high risk Underwater inspections, and Metric 10 reflects FCM inspections. FCM inspections are different from Routine inspections, and although some bridges may be considered in both metrics, the assessment is of two different inspection types. This occurs when, for example, a truss bridge is given a Routine inspection separately from a FCM inspection.

The term *overdue* means the inspection was due prior to the NBI submission date, but a new inspection date was not submitted. This typically occurs either when an inspection was done but was not recorded in the inventory data before submission, or that the inspection has not yet been done. An overdue inspection, until resolved, is considered a high-risk safety issue.

A *delinquent* inspection differs from an overdue inspection in that the inspection was completed but exceeded the required interval.

The analysis includes the 90/180 day NBIS allowance for entering data and an additional 30 days for compiling the submittal.

Population: Risk classification for Metric 6 & 7 is based on the bridge's super/substructure condition, load restriction, and scour vulnerability. NBI Items 41, 63, 64, and 70 determine load restriction risk, which helps identify posted bridges that do not require load restriction and therefore are lower risk. Lower risk criteria for Metric 6:

- NBI Item 59 and 60, or 62 > 4 and
- Either:
 - NBI Item 70 = 5 and Item 63 ≠ 5; or
 - Item 63 = 5 and Item 70 = 5 and Item 41 = A, D, or E
- And Item 113 = 4, 5, 7, 8, 9, N

Bridges adhering to FHWA approved extended frequency criteria are assumed to be lower risk.

The population of all frequency metrics is defined to eliminate review of the same inspection interval for the same bridge in successive review years. It also includes bridges indicated by the submitted data to be overdue for inspection.

Compliance levels: Compliance levels are based on several cumulative thresholds, which allow consideration of unusual circumstances that can make the completion of inspections within the required month impractical or inefficient. The percentages shown in the metric criteria section of the MAR tab represent the compliance level thresholds and are measured when performing an Int-AL.

As identified in the preamble of the NBIS regulation, severe weather, concern for inspector safety, concern for inspection quality, the need to optimize scheduling with other bridges, or other unique situations may be justifiable cause to push the inspection interval into an additional month (25th/49th or 61st/73rd). Such circumstances must be documented. These thresholds also allow for flexibility so that structures previously inspected earlier than scheduled can get back on the original schedule.

In unusual circumstances that will delay an inspection or group of inspections for more than 1 month, an assessment of C can be made if the Division has provided prior approval with concurrence from

the BSE. Prior to the inspection being delinquent, the State can request FHWA HQ to approval a time extension. If the request is approved, an assessment of C is proper if the bridge(s) is inspected by target date in the extension. Reasons for an extension include but are not limited to: permanently moving a small number of scheduled inspections of low risk bridges to better coincide with existing inspections in the same geographic area or a one-time schedule readjustment due to an unusually large or widespread natural disaster requiring a shift in existing resources.

For C (Metric 6 only), all bridges coded for extended intervals must meet the criteria approved by FHWA for that specific State. At the Int-AL, review and compare the approved criteria with the related data for bridges currently coded for 48 months.

For SC (Metric 6 only), the 5% tolerance for bridges coded for 48 month intervals is intended for those formerly meeting the specific criteria, but transitioning to a 24-month interval due to a recent change in condition or other criterion, which result in SC.

Note that for SC, a 50% threshold is included in the MAR Metric Criteria for the NTE interval. This threshold conveys an expectation that at least half of inspections should be completed on time. Failure to meet the 50% threshold should not by itself result in a non-compliance determination; it may indicate other issues for which further investigation is needed.

Assessment levels:

Min-AL: Resolve all overdue inspections as soon as possible after the NBI data is accepted and the MAR is generated. In this case, resolve means to determine if the overdue inspection has not been done or is only a data issue and take the appropriate action(s) that follow.

If the overdue inspection is a data issue, enter the appropriate override code with an explanation on the MAR data tab.

If a bridge inspection is not completed, take the following actions:

- Notify the State as soon as possible, and work with them to ensure inspection as soon as possible (within 30 days of notification is suggested). If the State does not take expedited action to perform the inspection, discuss the issue with the BSE.
- Track the date that the bridge is inspected
- Enter the appropriate override code with an explanation on the MAR data tab.
- Inform the PM that the underlying issue causing the overdue inspections must be corrected as soon as possible.

Depending on timing and the severity or extent of the underlying issue, the metric should be assessed at the Int-AL, preferably in the current review year, or at the latest in the next year, to determine the full extent of any issues related to the metric.

Document in the FSM the number of overdue bridges resolved, and any actions taken by the State to correct the underlying issue(s).

If any underlying issues are not resolved by December 31, assess as NC. If overdue inspections resulting from rare and isolated situations are completed in a timely manner, with BSE concurrence, and the underlying issues are resolved, the previous year's compliance determination applies, unless additional issues warrant a lower compliance level, or a lack of additional issues and a completed PCA lead to a higher compliance level.

At the Min-AL, compare the MAR summary tab percentages inspected within each threshold to the previous year's levels to determine if any negative trends indicate possible new compliance issues.

The MAR summary tab percentages can be shown by pressing the Toggle Assessment Level button to toggle to the Int-AL/InD-AL. Depending on the degree of the apparent compliance issue (based on unresolved summary data), a review at the Int-AL should be scheduled for either the current or the following review year.

Int-AL: Resolve all Overdue inspections as mentioned under the Min-AL, and resolve any other possible compliance deficiencies shown, such as inspections that exceeded the required NTE interval plus 1 month, until it is determined that the MAR compliance snapshot is correct. For further information on resolution of the MAR, see the NBIP – MAR Resolution Guidance.

When warranted, the review can include obtaining the most recent inspection data from the State and performing a supplemental interval analysis. Such analysis should be conducted after consultation with the State and if there is a reasonable chance that current inspections will reveal a higher level of compliance.

To perform a supplemental analysis, generate a new MAR using a current NBI data file (NBI submission file format) as the Most Recent data and the April NBI submission file as the Previous data. The supplemental analysis must cover at least 6 consecutive months or 25% of the population being reviewed, so the supplemental analysis should be performed with a current NBI data file obtained in October or later of the review year. The BSE can assist if such an analysis is needed.

For Metric 6 only, in rare and isolated situations, a small number of bridge inspections may exceed the required interval plus 4 months but no more than 12 months. If these are the only inspections that cause a finding of NC, with the concurrence of the BSE, the reviewer may assess the metric as SC and document the resolution in the MAR and FSM accordingly. Below are some examples to demonstrate this exception:

- An owner has several bridges on a 48-month frequency where the condition worsened, requiring the frequency to be reset to 24 months. The new frequency was recoded, but for two bridges the change was not reflected in the TL's schedule until the following year. Consequently, these bridges were inspected in the 36th month. This is an acceptable, isolated occurrence.
- An owner has a bridge that has been inspected late for 2 cycles in a row, by 7 months and 5 months respectively. This is not an acceptable isolated occurrence.

Metric Assessment Report (MAR): The MAR is generated using the [NBIP MARGen tool](#) that is downloaded from the [NBIP SharePoint site](#). The MAR is typically based on the most recent and previous April NBI submissions.

Depending on the summary result, the review may require detailed examination and resolution or overriding of the data, as explained in the MAR instructions on the SharePoint site. The MAR is based on NBI data, which has some known limitations for determining compliance. A few examples include border bridges where the other State has inspection responsibility, when the time frame for processing and submitting NBI data causes some inspection data to be omitted from the submittal, or situations when the bridge has been replaced or work has been performed that changes the inspection schedule.

Background/changes for PY2018: *This metric was updated at the Min AL to no longer require resolution of all possible deficiencies identified in the MAR; only resolution of inspections identified*

as overdue is expected. The Int-AL was modified to require the resolution of all possible deficiencies or until the compliance determination is confirmed, previously required at the Min-AL.

NBIS Reference: 23 CFR 650.311 (a) – Routine inspections**Criteria**

- Routine inspections are performed at regular intervals not to exceed (NTE) 24 months.

Population: Higher risk bridges for the entire State that are open to traffic, and whose inspection dates have changed since the previous year's NBI submission or are overdue.

Compliance Levels

Compliance (C): All of the following must be met for C:

- All bridges are inspected within the required NTE 24-month interval, unless documented unusual circumstances have caused a 1-month delay for any inspections.

Substantial Compliance (SC): All of the following must be met for SC:

- At least 95% of bridges are inspected within the required NTE 24 interval plus 1 month.
- 100% of bridges are inspected within the required interval plus 4 months.
- Minor deficiencies exist in the documentation process for 1-month inspection delays, or not all delays are properly documented.

Non-Compliance (NC): One or more SC criteria not met.

Conditional Compliance (CC): Adhering to FHWA approved plan of corrective action (PCA).

Assessment Levels (AL)

Minimum Assessment (Min-AL): Perform all of the following:

- Monitor PCA if in effect.
- Generate MAR7 within 30 days of NBI data acceptance and review to resolve overdue bridge inspections – notify the State of overdue inspections, track completion, and document result on MAR7.
- Review MAR7 Summary for indication of any new deficiencies.
- Assess based on MAR7 Snapshot and previous review results, and on the reviewer's knowledge and awareness.

Intermediate Assessment (Int-AL): In addition to the Min-AL:

- Review MAR7 and resolve data to the extent necessary to assure that the compliance status shown is correct.
- If appropriate, perform a supplemental MAR7 analysis for current year inspections using additional data obtained from the State.
- If 1-month inspection delays exist, review procedures to ensure there is a process to document unusual circumstances and that the process is being followed.

In-Depth Assessment (InD-AL): Perform one of the following:

- Division InD-AL – In addition to the Int-AL, develop guidelines for review, with concurrence from BSE, and conduct in accordance with guidelines.
- National InD-AL – conduct in accordance with national direction and guidelines.

General: The commentary for Metric 6 applies to this metric, except where noted.

Population: Risk classification for Metric 7 is based on the bridge's super/substructure condition, load restriction, and scour vulnerability. NBI Items 41, 63, 64, and 70 are used to determine load restriction risk, which helps identify posted bridges that do not require load restriction, and therefore are lower risk. Higher risk criteria for Metric 7:

- NBI Item 59 or 60, or 62 < 5 or
- NBI Item 70 < 5 or
- NBI Item 63=5 and Item 70=5 and Item 41= B, P, or R or
- Item 113 = 0, 1, 2, 3, 6, T or U

Bridges adhering to FHWA approved extended frequency criteria are assumed to be lower risk.

Background/changes for PY2018: *This metric was updated at the Min-AL to no longer require resolution of all possible deficiencies identified in the MAR, only resolution of inspections identified as overdue. The Int-AL was modified to require the resolution of all possible deficiencies or until the compliance determination is confirmed, previously required at the Min-AL.*

NBIS Reference: 23 CFR 650.311 (b) – Underwater (UW) inspections

Criteria

- UW bridge inspections are performed at regular intervals not to exceed (NTE) 60-months, or NTE 72-months when adhering to FHWA approved UW criteria.

Population: Lower risk bridges requiring UW inspections for the entire state that are open to traffic, with inspection dates changed since previous year's NBI submission or are overdue.

Compliance Levels

Compliance (C): All of the following must be met for C:

- All UW inspections are done within the required NTE 60- or 72-month interval, as applicable, unless documented unusual circumstances have caused a 1-month delay for any inspections.
- All bridges on the NTE 72-month interval, meet the FHWA approved criteria.

Substantial Compliance (SC): All of the following must be met for SC:

- At least 90% of UW inspections are done within the required NTE 60 or 72-month interval plus 1 month, as applicable.
- 100% of UW inspections are done within the required interval plus 4 months.
- At least 95% of UW inspections on NTE 72-month interval meet the FHWA approved criteria.
- Minor deficiencies exist in the documentation process for 1 month UW inspections delays, or not all delays are properly documented.

Non-Compliance (NC): One or more SC criteria not met.

Conditional Compliance (CC): Adhering to FHWA approved plan of corrective action (PCA).

Assessment Levels (AL)

Minimum Assessment (Min-AL): Perform all of the following:

- Monitor PCA if in effect.
- Generate MAR8 within 30 days of NBI data acceptance and review to resolve overdue UW inspections – notify the State of overdue inspections, track completion, and document result on MAR8.
- Review MAR8 Summary for indication of any new deficiencies.
- Assess based on MAR8 Snapshot and previous review results, and on the reviewer's knowledge and awareness.

Intermediate Assessment (Int-AL): In addition to the Min-AL:

- Review MAR8 and resolve data to the extent necessary to assure that the compliance status shown is correct.
- Review a sample of bridges coded for 72 month intervals from the MAR8 list of bridges, to verify they meet the FHWA approved criteria for extended intervals in the State.
- If appropriate, perform a supplemental MAR8 analysis for current year UW inspections using additional data obtained from the State.
- If 1-month inspection delays exist, review procedures to ensure there is a process to document unusual circumstances and that the process is being followed.

In-Depth Assessment (InD-AL): Perform one of the following:

- Division InD-AL – In addition to the Int-AL, develop guidelines for review, with concurrence from BSE, and conduct in accordance with guidelines.
- National InD-AL – conduct in accordance with national direction and guidelines.

General: The commentary for Metric 6 applies to this metric, except where noted.

Population: Risk classification for Metric 8 is based on substructure/culvert condition and scour vulnerability. Lower risk criteria for Metric 8:

- 92B = Y
- Item 60 or 62 > 4 and
- Item 113 = 4, 5, 7, 8, or 9

Bridges adhering to FHWA approved extended frequency criteria are assumed to be lower risk.

Compliance levels: For C (Metric 8 only), all bridges coded for extended intervals must meet the criteria approved by FHWA for that specific State. At the Int-AL, review and compare the approved criteria with the related data for bridges currently coded for 72 months.

For SC (Metric 8 only), the 5% tolerance for bridges coded for 72-month intervals is intended for those formerly meeting the specific criteria, but transitioning to a 60-month interval due to a recent change in condition or other criterion, which result in SC.

Assessment levels: For Metric 8 only, in rare situations, a small number of bridge inspections may exceed the required interval plus 4 months but no more than 12 months. If these are the only inspections that cause a finding of NC, with the concurrence of the BSE, the reviewer may assess the metric as SC and document the resolution in the MAR and FSM accordingly. Below is an example to demonstrate this exception:

- An owner has a bridge that is due for an underwater inspection and contracts with a qualified diver to inspect the bridge, but illness of the diver prevents the inspection from taking place on time. By the time the diver recovers, winter conditions further delay the inspection until spring, resulting in it being 8 months late. This would be considered an allowable isolated occurrence.

Background/changes for PY2018: This metric was updated at the Min-AL to no longer require resolution of all possible deficiencies identified in the MAR, only resolution of inspections identified as overdue. The Int-AL was modified to require the resolution of all possible deficiencies or until the compliance determination is confirmed, previously required at the Min-AL.

NBIS Reference: 23 CFR 650.311 (b) – Underwater (UW) inspections

Criteria

- UW inspections are performed at regular intervals not to exceed (NTE) 60 months.

Population: Higher risk bridges requiring UW inspections for the entire state that are open to traffic, with inspection dates changed since previous year's NBI submission or are overdue.

Compliance Levels

Compliance (C): All of the following must be met for C:

- All UW inspections are performed within the required NTE 60-month interval, unless documented unusual circumstances have caused a 1-month delay for any UW inspections.

Substantial Compliance (SC): All of the following must be met for SC:

- At least 95% of UW inspections are performed within the required NTE 60 interval plus 1 month.
- 100% of UW inspections are performed within the required interval plus 4 months.
- Minor deficiencies exist in the documentation process for 1-month inspection delays, or not all delays are properly documented.

Non-Compliance (NC): One or more SC criteria not met.

Conditional Compliance (CC): Adhering to FHWA approved plan of corrective action (PCA).

Assessment Levels (AL)

Minimum Assessment (Min-AL): Perform all of the following:

- Generate MAR9 within 30 days of NBI data acceptance and review to resolve overdue UW inspections – notify the State of overdue inspections, track completion, and document result on MAR9.
- Review MAR9 Summary for indication of any new deficiencies.
- Assess based on MAR9 Snapshot and previous review results, and on the reviewer's knowledge and awareness.

Intermediate Assessment (Int-AL): In addition to the Min-AL:

- Review MAR9 and resolve data to the extent necessary to assure that the compliance status shown is correct.
- If appropriate, perform a supplemental MAR9 analysis for current year UW inspections using additional data obtained from the State.
- If 1-month inspection delays exist, review procedures to ensure there is a process to document unusual circumstances and that the process is being followed.

In-Depth Assessment (InD-AL): Perform one of the following:

- Division InD-AL – In addition to the Int-AL, develop guidelines for review, with concurrence from BSE, and conduct in accordance with guidelines.
- National InD-AL – conduct in accordance with national direction and guidelines.

General: The commentary for Metric 6 applies to this metric, except where noted.

Population: Risk classification for Metric 9 is based on substructure/culvert condition and scour vulnerability. Higher risk criteria for Metric 9:

- 92B = Y
- NBI Item 60 or 62 < 5 or
- Item 113 = 0, 1, 2, 3, 6, T or U

Bridges adhering to FHWA approved extended frequency criteria are assumed to be lower risk.

Background/changes for PY2018: *This metric was updated at the Min-AL to no longer require resolution of all possible deficiencies identified in the MAR, only resolution of inspections identified as overdue. The Int-AL was modified to require the resolution of all possible deficiencies or until the compliance determination is confirmed, previously required at the Min-AL.*

NBIS Reference: 23 CFR 650.311 (c) – Fracture critical member (FCM)

Criteria

- FCMs are inspected at regular intervals not to exceed (NTE) 24 months.

Population: Bridges that require FCM inspections for the entire State, are open to traffic, and whose FCM inspection dates have changed since the previous year's NBI submission or are overdue.

Compliance Levels

Compliance (C): All of the following must be met for C:

- All FCM inspections are performed within the required NTE 24-month interval, unless documented unusual circumstances have caused a 1-month delay for any FCM inspections.

Substantial Compliance (SC): All of the following must be met for SC:

- At least 95% of FCM inspections are performed within the required NTE 24 interval plus 1 month.
- 100% of FCM inspections are performed within the required interval plus 4 months.
- Minor deficiencies exist in the documentation process for 1-month inspection delays, or not all delays are properly documented.

Non-Compliance (NC): One or more SC criteria not met.

Conditional Compliance (CC): Adhering to FHWA approved plan of corrective action (PCA).

Assessment Levels (AL)

Minimum Assessment (Min-AL): Perform all of the following:

- Monitor PCA if in effect.
- Generate MAR10 within 30 days of NBI data acceptance and review to resolve overdue bridge inspections – notify the State of overdue inspections, track completion, and document result on MAR10.
- Review MAR10 Summary for indication of any new deficiencies.
- Assess based on MAR10 Snapshot and previous review results, and on the reviewer's knowledge and awareness.

Intermediate Assessment (Int-AL): In addition to the Min-AL:

- Review MAR10 and resolve data to the extent necessary to assure that the compliance status shown is correct.
- If appropriate, perform a supplemental MAR10 analysis for current year inspections using additional data obtained from the State.
- If 1-month inspection delays exist, review procedures to ensure there is a process to document unusual circumstances and that the process is being followed.

In-Depth Assessment (InD-AL): Perform one of the following:

- Division InD-AL – In addition to the Int-AL, develop guidelines for review, with concurrence from BSE, and conduct in accordance with guidelines.
- National InD-AL – conduct in accordance with national direction and guidelines.

General: The commentary for Metric 6 applies to this metric, except where noted.

FCM inspections are different from Routine inspections, and although some bridges may be considered in both metrics, the assessment is of two different inspection types.

Population: Metric 10 is based on bridges identified as requiring a fracture critical member inspection. Criteria for Metric 10:

- Item 92A = Y

Background/changes for PY2018: *This metric was updated at the Min-AL to no longer require resolution of all possible deficiencies identified in the MAR, only resolution of inspections identified as overdue. The Int-AL was modified to require the resolution of all possible deficiencies or until the compliance determination is confirmed, previously required at the Min-AL.*

NBIS Reference: 23 CFR 650.311 (a)(2), (b)(2), (c)2, (d) – Frequency criteria

Criteria	Criteria is established to determine level of inspection, and frequency for all of the following inspection types where appropriate: - o Routine inspections – for less than 24-month intervals - o FCM inspections – for less than 24-month intervals - o Underwater inspections – for less than 60-month intervals - o Damage inspections - o In-depth inspections - o Special inspections
	Population: Bridges meeting established criteria for the entire State, are open to traffic, and whose inspection dates have changed since the previous year's NBI submission or are overdue.
Compliance Levels	Compliance (C): All of the following must be met for C: • All level of inspection and frequency criteria are established. • All bridges indicate the appropriate level of inspection and frequency in accordance with the established criteria. Substantial Compliance (SC): All of the following must be met for SC: • All level of inspection and frequency criteria are established. • Records for less than all bridges indicate the appropriate level of inspection and frequency in accordance with the established criteria. Non-Compliance (NC): One or more SC criteria not met. Conditional Compliance (CC): Adhering to FHWA approved plan of corrective action (PCA).
Assessment Levels (AL)	Minimum Assessment (Min-AL): Perform all of the following: • Monitor PCA if in effect. • Review MAR11 Summary for indication of any new deficiencies. • Assess based on previous review results, and the reviewer's knowledge and awareness. Intermediate Assessment (Int-AL): In addition to the Min-AL: • Review established level of inspection and frequency criteria. • Review MAR11 to resolve data to the extent necessary to assure that the compliance status shown is correct and to discuss any identified issues with the State. • Obtain or generate a list of all bridges meeting State criteria, and review a random sample from the list to determine adherence to State criteria. In-Depth Assessment (InD-AL): Perform one of the following: • Division InD-AL – In addition to the Int-AL, develop guidelines for review, with concurrence from BSE, and conduct in accordance with guidelines. • National InD-AL – conduct in accordance with national direction and guidelines.

General: This metric ensures there is criteria established for triggering more frequent inspections, and that the criteria is followed.

Criteria: It is understood that a specific frequency is often not established for In-depth and Special inspections, and typically never for Damage inspections; however, criteria for level of inspections should be established for all types.

Compliance levels: If bridge records or MAR resolution indicates that some inspections are found that do not adhere to the established level and frequency criteria, the PM should be notified of the finding and the metric assessed as SC. The finding will not result in NC because there is no direct requirement in the NBIS for the State to follow its own criteria; however, since following it is implied, such a finding is not considered full compliance and therefore is considered SC.

Reasonable documentation for not following the established criteria is acceptable and should be counted as adhering to the criteria.

Assessment levels: For the Min-AL, review the MAR for indication of any new deficiencies, keeping in mind that many shown may reflect limitations in analyzing the NBI data. The MAR information at the Min-AL is for knowledge and awareness only, which should inform whether to perform further review at the Int-AL for either the current or the following review year, to further assess the extent of the issue.

Also for the Int-AL, obtain and review the criteria used by the State, and to the extent possible generate a list of bridges meeting that criteria. Ensure that all bridges are coded for the reduced frequency identified in the policy. The ability to generate a list may be limited to querying any NBI items that may be included in their criteria, which may not capture every aspect of the State's criteria. Alternatively, ask the State to generate the list, and clearly identify the criteria used to develop that list.

Metric Assessment Report (MAR): Generate the MAR using the [NBIP MARGen tool](#) available at the [NBIP SharePoint site](#). The MAR is typically based on the most recent and previous April NBI submissions.

The MAR is based on NBI data, which has some known limitations for determining compliance. A few examples include border bridges where the other State has inspection responsibility, when the time frame for processing and submitting NBI data causes some inspection data to be omitted from the submittal, or situations when the bridge has been replaced or work has been performed that changes the inspection schedule.

Background/changes for PY2018: *The Int-AL was modified to bring into the metric an existing requirement to resolve all deficiencies identified in the MAR or until the compliance determination is confirmed.*

NBIS Reference: 23 CFR 650.313 (a) & (b) Inspection procedures – Quality inspections

Criteria	- Each bridge is inspected in accordance with the <i>AASHTO Manual for Bridge Evaluation (MBE)</i>, as measured by the following criteria: - condition codes are within generally acceptable tolerances, - all notable bridge deficiencies are identified, and - condition codes are supported by narrative that appropriately justifies and documents the component condition rating. - A qualified team leader is at the bridge at all times during each initial, routine, in-depth, fracture critical member and underwater inspection.
	Population: Bridges in the State or selected geographic/owner subset that are open to traffic, and have been inspected since January 1 of the previous calendar year.
Compliance Levels	Compliance (C): All of the following must be met for C: - At least 90% of bridges reviewed meet the criteria for component condition ratings, documentation of deficiencies, and following of applicable MBE procedures. - All bridges reviewed had a qualified team leader on site during all most recent inspection types. Substantial Compliance (SC): All of the following must be met for SC: - At least 80% of bridges reviewed meet criteria for component condition ratings, documentation of deficiencies, and following of applicable MBE procedures. - All bridges reviewed had a qualified team leader on site during all most recent inspection types. Non-Compliance (NC): One or more SC criteria are not met. Conditional Compliance (CC): Adhering to FHWA approved plan of corrective action (PCA).
Assessment Levels (AL)	Minimum Assessment (Min-AL): Perform all of the following: - Monitor PCA if in effect. - Perform field reviews of bridges sampled at a LOC 80%, MOE 15% size or greater, to compare inspection reports for all appropriate inspection types with actual bridge conditions to evaluate: - Accuracy of component condition codes; - Use of MBE procedures; - Adequacy of documentation and appropriate justification of component condition ratings; - Indication that a qualified team leader was present at each applicable inspection, and qualified divers for underwater inspections. Intermediate Assessment (Int-AL): In addition to the Min-AL: - Include field verification of one active Routine inspection to verify team leader presence and that MBE procedures are followed. In-Depth Assessment (InD-AL): Perform one of the following: - Division InD-AL – In addition to the Int-AL, develop guidelines for review, with concurrence from BSE, and conduct in accordance with guidelines. - National InD-AL – Conduct in accordance with national direction and guidelines.

General: Metric 12 assesses the quality of bridge inspections. For each sampled bridge, all applicable types of inspection are field reviewed to determine if the inspections:

- Were conducted by qualified team leaders,
- Were performed using proper procedures,
- Resulted in accurate condition codes,
- Resulted in fully documented deficiencies, and
- Included all appropriate inspection types.

Routine bridge inspections, and FCM and UW inspections when appropriate, are assessed. Complex inspection procedures where needed are also assessed. The most recent inspection report(s) for all types are compared to field conditions.

Inspected in accordance with the AASHTO MBE means that inspection processes and techniques described in the MBE Section 4 for Routine, FCM, and UW inspections are generally followed. Verifying the use of MBE procedures through field reviews is generally limited to looking for obvious discrepancies between documented procedures and field observations, such as indications that certain areas were not accessed or that the FCMs or elements requiring an UW were not accessed. Therefore, the primary means of assessing whether MBE procedures were followed, other than participation in the active inspection, is by review of inspection report documentation including photos for evidence that procedures were carried out.

Metric 22 should be assessed along with the Metric 12 field reviews. Metric 12 is focused on the four main condition codes resulting from inspections, the quality of the inspection documentation, and overall quality of the inspection, whereas Metric 22 assesses other NBI data items associated with the bridge record.

Field reviews are not complete and thorough bridge safety inspections. Rather, these reviews should make a reasonable assessment of the overall quality of the most recent inspection and verify, to the extent practical, the previous inspection findings and condition assessments for the accessible parts of the bridge.

If the inspection report identifies findings that cannot be confirmed, those findings should be assumed accurate. However, observed defects or deterioration that are not documented in the report may require further investigation, such as review of prior inspection reports and interviews, before considering the defect an inspection quality issue.

Field reviews should be coordinated with the State PM or other appropriate inspection staff. State or agency participation in the review is strongly encouraged, as this typically leads to a consensus of review findings, informative discussions, and insight into the inspection program. The expectation is that the field review is conducted with State personnel.

In the rare event the State or agency staff do not attend, make every effort to include another FHWA employee, for safety of the reviewer. Discuss with the Division leadership or BSE if someone cannot be found to accompany the reviewer.

Bridges requiring excessive effort or cost due to geography or inaccessibility need not be included in the field review subset.

Population: The population includes all bridges in the State or a geographic or owner subset (if selected by the reviewer) that have had Routine Inspections since January of the previous calendar year prior to the start of the review year. For example, for the PY18 review beginning in April 2017,

the review should only include those bridges having had Routine Inspections during or after January 2016. This will ensure that only recent inspections are reviewed, preventing review of the same structure in subsequent years and identification of older issues that may have since been corrected.

For the sample bridges, the most recent FCM, Underwater, Complex, and other types of inspections also must be included in the review, regardless of when performed (even if prior to January 2016).

Reviewing a subset can reduce the amount of travel required, but all subsets for the entire State must be covered in the 5-year review cycle. The plan for review by subsets must be documented each year under extent of review in the FSM.

Geographic subsets should include all owning agencies within that subset. Rotation of subsets around the State in less than 5 years may be advantageous, allowing flexibility to focus the remaining year(s) of the cycle on reassessment of certain areas or a statewide sample to gain an overall perspective.

Sampling: The minimum number and selection of the field review bridges is based on a statistical randomized sample, largely consistent with other metrics, and retains sampling flexibility for the reviewer. The sample is based on criteria determined to ensure selection of bridges with target risk factors, conditions, and other characteristics. The criteria used by the NBIP Sampling Tool to select the sample bridges and can be found on the [NBIP SharePoint site](#).

The default sample size used by the Tool is Tier 1 (LOC 80%, MOE 15%), with the ability to select a Tier 2 (LOC 80%, MOE 10%) sample size. A larger than Tier 1 sample size may be selected for field review, but the PM must be notified of and understand the reasons for reviewing a larger size, and the larger size must be documented before the review in the 'Extent of Review' field in the FSM. A larger size other than Tier 2 will require manual selection of additional field bridges in the order from the random sample list.

For example, if desired, 20 bridges may be field-reviewed in order to remain consistent with past reviews. When using standard mathematical rounding, the effect of reviewing a Tier 1 sample size vs. 20 will affect the allowable number of inspections beyond the metric tolerances for each compliance level.

The Sampling Tool selects a target number of bridges for each of the Procedure metrics (Metrics 13, 14, 16-19, 21) being reviewed at the Int-AL, if available in the selected geographic area. The tool also selects a target number of bridges in poor, fair, and good condition and on the NHS before rounding out the sample with bridges of any type, condition, or on/off-system.

The random sample may be manually modified in the Sampling Tool after selection. Reasons for replacing a sample bridge with another include but are not limited to replacement, closure, or inaccessibility due to flooding or construction work. However, the next bridge listed in random sample list should be selected in place of the removed bridge. To obtain a different diversity of structure types or other factors, the criteria listed above for structural conditions and procedures metrics being assessed at the Int-AL must first be met. Discuss with the BSE any unique situations where further selection modification is desired. Document the justification for the selection changes in the FSM.

Compliance levels: *Generally acceptable tolerances* for condition assessments exist when the inspector determined NBI condition codes are within one value of the review team's. The team typically includes both FHWA and State staff.

Notable bridge deficiencies are those leading to NBI component ratings of 5 or less, or those requiring some kind of immediate action.

The metric is assessed on a 'per bridge' basis. If all factors are within tolerance as identified on the field review form, then the bridge is a positive data point toward compliance. Conversely, if one or more factors for the bridge are out of tolerance, then the bridge is a negative data point. If 17 of the 18 bridges are positive (or 94.4%), using standard mathematical rounding to 94%, the determination for this metric would be Compliant.

When more than one inspection type was completed, percentages for measuring compliance are still determined based on the number of bridges field reviewed. For example, one bridge may have current inspection reports for routine, FCM, and UW inspections. This package of three reports should be considered one data point. The result of the three inspections should yield one resulting superstructure condition code in the data submittal, and also in the routine inspection report if completed more recently than the fracture critical and underwater inspection reports. If the three reports are judged to have the condition codes (Items 58, 59, and 60, or 62) within acceptable tolerances, it would be a positive data point toward compliance. If 18 bridges identified for field review had 23 current NBIS inspection reports (5 are inspections other than routine), the denominator to use for the percentage calculation should be 18 (not 23). The same logic applies to assessing documentation of notable deficiencies in the three inspection reports.

Condition coding guidance is available in the comprehensive bridge inspection training course, in addition to the Coding Guide and the BIRM. Draw upon all FHWA guidance to determine the proper condition code, understanding the extent and severity of deterioration and effect on structural capacity that is intended for each level of condition. Consult the BSE if a disagreement in the field cannot be resolved.

Appropriate justification of determined ratings means the lower the value of the condition code, the amount of documentation increases to thoroughly describe its location, extent, and significance. While a condition code of 6 may normally warrant a fairly brief narrative, as the condition worsens more thorough documentation is required, which should include photos, sketches, measurements, etc., to fully document the identified deficiencies and support the assigned condition rating. Per the MBE, condition codes of 5 or less require appropriate documentation. If there is lack of documentation for a component rated 6 or greater, this is acceptable, though it is considered good practice to include an appropriate description for components in all conditions.

If findings from an UW or FCM inspection have resulted in a lowering of a condition code, the lowered code and the associated narrative should be reflected in the subsequent Routine inspection report.

If a compliance issue is found in one geographic subset, the issue should be applied to the State compliance determination and an appropriate PCA should be implemented. If in the following year a review is done in a different region yielding no issues, but the PCA for the previous year is not yet complete, the State is still considered to be in non-compliance until the PCA is complete and no other compliance issues have been found.

Assessment levels: Metric 12 assesses, in part, whether a qualified TL was present during the inspection, while team leader qualifications are assessed under Metric 3. Comparing the team leader designated on the inspection report to an approved list of team leaders provided by the program manager is sufficient evidence that a qualified team leader was present. If no qualified team leader as identified by the State is found to have been on site during one or more inspections, Metric 12 is NC, except for the following scenario. If the team leader present at the site is on the State's list of qualified team leaders, but it was found under Metric 3 that the team leader isn't actually qualified, this issue affects compliance for Metric 3 but not Metric 12. However, document the lack of a qualified team leader on site in Metric 12 and explain that the compliance was affected for Metric 3.

At the Min-AL, use the Sampling Tool to determine the field review bridges, which will produce a randomized list based on a predetermined set of factors and, if desired, based on the reviewer's selected (filtered) geographic region. The sample size at the Tier 1 level will likely be between 15 and 19 bridges, depending on the population of State bridges and the sub-population chosen for the geographic area under review. The reviewer should remove any bridges that have been dismantled or replaced, border bridges not under the State's responsibility, or are otherwise inappropriate for review, then use the tool to select the next one(s) on the randomized list. The reason for removal of any bridge from the original randomized list should be documented in the Extent of Review section of the FSM in SMART. Tier 2 or some other larger sample size should be considered in cases where a larger selection would better represent multiple Districts or owning agencies within the State or geographic area.

Assessing Metric 12 along with related Procedure metrics: When a related Procedure metric is being assessed at the Min-AL, regardless of the Metric 12 assessment level, the reviewer is not expected to compare conditions at the site with any bridge-specific procedures in the bridge file. Instead, focus on the overall quality of inspection(s) compared to the inspection report(s), accessibility of bridge members for inspection, and on the other aspects of Metric 12 such as accuracy of the condition codes, supporting narrative, and presence of a team leader. In this case, obvious procedure related inspection quality issues found during the field review, such as a bridge with a pier in deep water and no evidence of an UW inspection being performed on the pier, should be considered Metric 12 findings. However, any finding directly related to a bridge-specific procedure for any Min-AL Procedure metric should add to the reviewer's knowledge and awareness of issues related to that other metric, but should not directly affect the compliance measure for that metric. Discuss particular findings with the PM and document them in the FSM. For serious findings, complete an Int-AL review for the affected Procedure metric in the current or following review year.

When a related Procedure metric is being assessed at the Int-AL, the bridge-specific procedures are to be reviewed under that metric. If evidence is found in the field indicating the bridge-specific procedures were not followed, an inspection quality finding should be applied to Metric 12. On the other hand, if the bridge-specific procedures were followed, but the procedures are found inadequate for the particular bridge, a procedure finding should be applied to the Procedure metric.

Judgement should be applied in determining the effect of an inspection finding on either the Metric 12 or related Procedure metric's compliance measure, taking into account the severity and extent of the finding, the actual effect on inspection quality, and the importance of the specific procedure to inspection quality.

For example, when a bridge-specific procedure has all FCMs identified, but evidence in the inspection report or the field indicates some FCMs were not inspected within arm's reach, the issue should result in an inspection quality finding for Metric 12. However, if some FCMs were not

identified but evidence shows all FCMs were inspected within arm's reach, the issue would result in a bridge-specific procedure finding for Metric 16. If the FCMs were not identified and evidence shows that FCMs were not inspected within arm's reach, the finding should be applied to both Metrics 12 and 16. If the extent of the finding isn't clear, or if it's uncertain which metric(s) apply, discuss with the BSE.

If the most recent UW inspection report is several years old, any findings still apply toward the bridge assessment.

At the Int-AL for Metric 12, include participation in at least one active Routine inspection. Select the bridge(s) manually in consultation with the State, independent of the random sample bridges. For the active inspection(s), observe the inspection process and application of proper procedures. Add the bridge(s) to the random sample as a data point for assessment, but only review the bridge(s) for the Field Form items related to quality of inspection, following of procedures, and qualified team leader presence on the lower portion of the Form. Do not assess the condition ratings and narrative from the previous Routine inspection report, or the ratings and narrative generated from the current inspection. Although the condition ratings and supporting narratives aren't rated on the Field Form for the bridge(s), assess the bridge(s) as a data point with the other bridges for final compliance determination.

Background/ changes for PY 2018: Revised this metric to make the selection of field bridges based on a random sample, to be more consistent with other metrics. The random sample is based on criteria built into the FHWA Sampling Tool, related to aspects determined to reflect higher risk, to ensure selection of bridges of certain types and in fair to poor condition.

NBIS Reference: 23 CFR 650.313 (c) – Rate each bridge to its safe load-carrying capacity

Criteria

- Bridges are rated for their safe load carrying capacity in accordance with the *AASHTO Manual for Bridge Evaluation (MBE)*, for all legal vehicles and State routine permit loads.

Population: All bridges in the State that are open to traffic.

Compliance Levels

Compliance (C): All of the following must be met for C:

- All bridges have a NBI load rating determination.
- All sampled bridges have documentation in accordance with the MBE that supports the load rating determinations.

Substantial Compliance (SC): All of the following must be met for SC:

- 100% of higher risk bridges and at least 95% of lower risk bridges have an NBI load rating determination.
- At least 90% of sampled bridges sampled have documentation in accordance with the MBE that supports the load rating determinations.
- Ratings may have minor or isolated documentation deficiencies, but these do not adversely affect the accuracy of the rating.

Non-Compliance (NC): One or more SC criteria not met.

Conditional Compliance (CC): Adhering to FHWA approved plan of corrective action (PCA).

Assessment Levels (AL)

Minimum Assessment (Min-AL): Perform all of the following:

- Monitor PCA if in effect.
- Review MAR13 Summary for indication of any new compliance deficiencies.
- Assess based on previous review results, the status of any new compliance deficiencies, and the reviewer's knowledge and awareness of State load rating practices.

Intermediate Assessment (Int-AL): In addition to the Min-AL:

- Review MAR13 and resolve load rating compliance deficiencies to the extent necessary to assure that the compliance status shown is correct, and discuss identified load rating data inconsistencies with the State.
- Randomly sample bridges identified in the NBI as having load rating determinations and review the load ratings to verify that load rating calculations or documented determinations exist, all legal vehicles were considered, and load ratings are consistent with current conditions.
- Include some bridges from this metric's random sample in the Metric 12 and 22 field review sample, to compare actual bridge conditions with those identified in the load rating.

In-Depth Assessment (InD-AL): Perform one of the following:

- Division InD-AL – In addition to the Int-AL, develop guidelines for review, with concurrence from BSE, and conduct in accordance with guidelines.
- National InD-AL – conduct in accordance with national direction and guidelines.

General: The NBIS requires all bridges to be rated for safe load capacity, including bridge length culverts.

Population: *Higher risk bridges* for the Load Rating metric are those bridges with:

- NBI condition ratings of 4 (Poor) or less for Superstructure (Item 59), Substructure (Item 60), or Culvert (Item 62)
- Item 70 <5
- NBI appraisal rating of 3 (Serious) or less for Structural Evaluation (Item 67)
- Bridges requiring load restriction (NBI Item 41 coded B, P or R),
- Bridges with temporary supports (NBI Item 41 coded D)
- Bridges with fracture critical members (FCM)

Lower risk bridges for this metric are those that are not classified as higher risk bridges.

Compliance levels: A load rating, as defined in the NBIS, is *the determination of the live load carrying capacity of a bridge using bridge plans and supplemented by information gathered from a field inspection.*

An *NBI load rating determination* means NBI Items 63 and 65 are not equal to 5 (no load rating analysis or evaluation performed).

The 100% and 95% thresholds in the first SC criteria are applied to higher and lower risk bridges, respectively, as analyzed by MAR using the entire State inventory, while the 90% threshold in the second SC criteria is applied to the file review sample, which is reviewed at the Int-AL. The difference in the thresholds reflects the different aspects of assessing inventory load rating data versus the review of a random sample of load rating files.

For SC, *minor or isolated documentation deficiencies* include calculations that are difficult to follow, missing data input; valid but unclear assumptions, etc.

Any NBI reporting deficiencies, including data not reported in the proper format (RF/HS20/HL93), or NBI data not matching the load ratings on file, should be considered for Metric 22.

Per the MBE, ratings should be accurate for current structural and traffic conditions, and material types.

Reasonable timeframes to accomplish a load rating should be acknowledged in assessing compliance. For example, consider a bridge that has recently been identified as needing a rating (or re-rating), but the rating has not yet been done; if the State established timeframe has not been exceeded, this bridge would not be considered as a rating deficiency.

The load rating should consider all legal vehicles when determining if posting is required or not. This can either be done on a per bridge basis, or by parametric analysis for groups of bridges. When the design load rating value does not envelope all legal loads, a rating value must be documented for each vehicle requiring posting.

Assessment levels: Assessment of this metric includes review of MAR for all assessment levels, but to a higher degree at the Int-AL than the Min-AL; it also includes review of a sampling of files, and field reviews at the Int-AL.

The MAR includes all bridges for the metric population, and is based on the most recent and previous April NBI submissions.

The MAR has a *summary* tab and a data tab(s). The data tab(s) details inconsistencies, errors, or compliance deficiencies in the NBI load rating data. The results shown on the *summary* tab should be considered a preliminary assessment of compliance only. Investigation of the data issues, as indicated below, is required. Some issues may be data errors (a Metric 22 issue), while others may relate to the load rating (a Metric 13 issue).

At the Min-AL, the MAR summary tab is reviewed for knowledge and awareness. If new compliance deficiencies are identified that are not being corrected under a PCA, then the metric should be assessed at the Int-AL, preferably in the current review year, or at the latest in the next year, to determine the full extent of any issues related to the metric.

At the Int-AL, the compliance deficiencies identified on the summary and data tabs as red items must be resolved by:

1. Reviewing the data for inconsistencies and errors, resolving as appropriate.
2. Informing the State of any non-resolved compliance deficiencies, and the NC or SC determination based on MAR13.
3. Asking if the State concurs with the NC determination.
 - a. If there is concurrence with NC, follow normal procedures for NC.
 - b. If there is not concurrence with NC, ask for corrected NBI data or an explanation as to why the metric should not be considered NC. If necessary to achieve resolution, increase the sample size to the Tier 2 level or complete additional investigation at the InD-AL.

The final compliance snapshot on the MAR summary tab after resolution must match the compliance level assigned for the metric.

The data inconsistencies identified in the MAR as yellow items are also evaluated at the Int-AL. Review a few (at least 5 recommended) bridges of these bridges to determine if correction is necessary. Some data inconsistencies could be valid, while others may not be, leading to SC and a resulting Improvement Plan.

File review: At the Int-AL, select a random sample of bridges for file review. *Verify bridges have load rating calculations or that documented determinations exist* and ensure that the results are consistent with other bridge information contained in the file and in the NBI.

Verify load rating calculations, assumptions, and methodology to ensure consistency between calculations and the load rating summary information, suitability of rating vehicles, software program used, etc. Note load rating *assumptions* in the file and verify the actual conditions. Such assumptions include LRFR considerations for condition, significance of or changes to dead load, impact forces, and effectiveness of enforcement.

Evaluation of the load rating file and load rating *policies and procedures* requires familiarity with assigned rating policies (5 conditions in the [9/29/2011 HIBT memo](#)), rating vehicles (including AASHTO's SHVs), and other MBE provisions.

An assigned rating is different than an engineering judgment rating as prescribed in the AASHTO Manual. Engineering judgment is allowed by the MBE in certain circumstances, primarily for concrete or masonry bridges with no plans.

The FHWA Resource Center or Headquarters load rating specialists are available to participate when conducting an Int-AL review.

Field reviews: At the Min-AL, the reviewer should compare field conditions, condition codes, inspection narrative, and design load with the overall load rating, checking only for obvious and substantial discrepancies between them. If a load rating issue is found for bridges field reviewed under Metric 12, it should add to the reviewer's knowledge and awareness for Metric 13. For example, if a load rating for a bridge being reviewed under Metric 12 does not seem to match field conditions, consider reviewing Metric 13 at the Int-AL sooner in the 5-year cycle than previously planned or reviewing at the Tier 2 level to further assess the extent of the issue.

At the Int-AL, the process for determining the number and selection of sample bridges from this metric for inclusion in the field review for Metrics 12 and 22 is covered in Metric 12, and is repeated in part here. The Sampling Tool will automatically select a target number of bridges (see [selection criteria](#) on the [NBIP SharePoint site](#) for current target number) required under this metric for the Metrics 12 and 22 field reviews, if available in the selected geographic area. If fewer bridges than the target are available, the reviewer is not expected to go outside of the geographic area to review additional bridges.

At the Int-AL for Metric 13 for bridges selected for both field and file review, any field findings can be applied directly to the compliance determination for Metric 13. Actual bridge conditions should be compared to the load rating assumptions, input criteria, etc., such as the percentage of section loss on steel beams.

Also at the Int-AL, evaluate the accuracy and compatibility of other related load rating NBI items listed below for all bridges sampled. If NBI data is inaccurate, this should not directly affect the compliance of Metric 13, since NBI data quality is assessed under Metric 22. Notify the State of any data quality errors, but the data should not directly impact the compliance determination of Metric 22. However, if a widespread data issue is suspected, consider (re)assessing Metric 22 at the Int-AL and including the load rating data item(s) in question.

Load rating NBI items relating to, or which could influence this rating include:

- Item 31 – Design Load
- Items 63-66 – Operating/Inventory Ratings and Methods
- Item 41 – Structure Open, Posted or Closed
- Item 70 – Bridge Posting
- Item 103 – Temporary Structure
- Item 106 – Year Reconstructed
- Item 108 – Wearing Surface

Metric Assessment Report (MAR): The MAR is generated using the [NBIP MARGen tool](#) available at the [NBIP SharePoint site](#).

The MAR is based on NBI data, which has some known limitations for determining compliance. A few examples include border bridges where the other State has inspection responsibility, when the time frame for processing and submitting NBI data causes some inspection data to be omitted from the submittal, or situations when the bridge has been replaced or work has been performed that changes the inspection schedule.

Background/ changes for PY 2018: Metric revised to no longer require resolution of all possible deficiencies per the MAR at the Min-AL; several clarifications were made in the Commentary.

NBIS Reference: 23 CFR 650.313 (c) Inspection procedures – Post or restrict bridges**Criteria**

- Bridges are posted or restricted in accordance with the *AASHTO Manual for Bridge Evaluation (MBE)* or in accordance with State law, when the maximum unrestricted legal loads or State routine permit loads exceed that allowed under the operating rating or equivalent rating factor.
- Posting deficiencies are promptly resolved.

Population: All bridges in the State requiring posting or that are closed.

Compliance Levels

Compliance (C): All of the following must be met for C:

- All bridges are properly posted or restricted.
- All identified posting/closing compliance deficiencies have been promptly resolved.

Substantial Compliance (SC): All of the following must be met for SC:

- All bridges are properly posted or restricted.
- Posting deficiencies have been promptly resolved, but no maximum timeframe for correction has been established or documented.
- Safety Related Checks for bridge posting included in the NBI data check reports are resolved within 90 days of receipt.

Non-Compliance (NC): One or more SC criteria not met.

Conditional Compliance (CC): Adhering to FHWA approved plan of corrective action (PCA).

Assessment Levels (AL)

Minimum Assessment (Min-AL): Perform all of the following:

- Monitor PCA if in effect.
- Review and notify the State of posting deficiencies identified in the data submittal reports within 30 days of receiving the reports from the NBI administrator.
- Review MAR 14 and resolve all posting deficiencies identified.
- Assess based on previous review results, the status of current posting deficiencies, and the reviewer's knowledge and awareness of State load posting practices.

Intermediate Assessment (Int-AL): In addition to the Min-AL:

- Randomly sample bridges requiring posting and review the bridge files to verify that the documentation shows posting is properly implemented and corresponds to the load rating recommendation.
- Include some bridges from this metric's random sample in the Metric 12 and 22 field review sample, to verify that posting signs exist and are appropriate for the current load rating and posting recommendations.

In-Depth Assessment (InD-AL): Perform one of the following:

- Division InD-AL – In addition to the Int-AL, develop guidelines for review, with concurrence from BSE, and conduct in accordance with guidelines.
- National InD-AL – Conduct in accordance with national direction and guidelines.

General: This metric assesses whether bridges are load posted or restricted when the maximum unrestricted legal loads or State routine permit loads exceed those allowed under the operating rating or equivalent rating factor.

Population: Criteria for Metric 14, bridges requiring posting:

- Item 41 = A and (Item 70 < 5 or Item 64 < 20 mT*) or
- Item 41 = B, D, E, K, P or R or
- Item 41 <> K and Item 64 < 2.7 mT*

* Note that the Sampling Tool and MAR generator require Item 64 to be in metric tons, regardless of how submitted. When Items 64 (and 66) are submitted as a rating factor to the NBI, they are converted to and stored as metric tons. When generating a NBI data file, Item 64 (and 66) are output in metric tons.

Compliance levels: The *Safety Related Checks for bridge posting* list bridges with Item 64 between 2.7 and 19.9 mT or Item 41 = 'B'. These checks are included in the *NBI data check reports*, which are generated during processing of the NBI data submittal and sent to the Division and State by the National Bridge and Tunnel Inventory Engineer in the Office of Bridges and Structures. Track the resolution of the Checks to determine the proper compliance level.

Promptly resolved means resolving within the timeframe stipulated in the load posting procedures. The FHWA recommends resolution as soon as possible depending on urgency, up to 90 days if no timeframe has been established. The FHWA selected the default 90-day timeframe after careful consideration of current practice, the safety implications, and what can reasonably be accomplished. However, in cases where known existing loads significantly exceed the recommended posting limit, or the route is of significant importance (bus routes, emergency vehicle routes, etc.), FHWA recognizes that these routes must be posted much more quickly to ensure safety.

It is not possible to eliminate vandalism or impact damage; however, the owner should develop a process to quickly replace or repair such signs upon discovering the problem. For example, some States consider a missing posting sign a critical finding and have established an allowable timeframe to reinstall the sign. Similarly, once determined that a bridge must be restricted for loads, the new signs must be installed promptly. If the owner is able to install the missing, damaged, or new posting signs within the agreed upon timeframe, the deficiency is considered resolved, and a determination of C is warranted. If the owner has no established timeframe, but still promptly resolves the issue, a determination of substantial compliance is warranted. If the owner does not timely address the issue of posting deficiencies, this should be considered NC.

Consider substandard signs, such as those with the proper information but a non-standard font or sign material or not easily readable, to be SC.

Assessment levels: *Resolve all identified posting/closing compliance deficiencies* by following up on identified items and determining if they are just data errors that must be corrected, or if bridges still must be posted. Confirm the accuracy of the data, and resolve any compliance issue(s). If the bridge has since been posted within the established timeframes, this would be considered resolved. If any bridge must be posted and has not been by the established timeframes (or 90 days if no timeframe is established), this is considered NC. Address such situations promptly with the State, and communicate them to the Division Administrator and the Bridge Safety Engineer. Document the current status and eventual resolution of each of these situations in the MAR14, with a copy attached in SMART.

At the Min-AL for Metric 14, if a posting issue is found for bridges field reviewed under Metric 12, use this knowledge and awareness to consider another review of Metric 14 at the Int-AL in the current or following review year, to further assess the extent of the issue. Discuss particular findings with the State for prompt resolution.

At the Int-AL, the process for determining the number and selection of sample bridges from this metric for inclusion in the field review for Metrics 12 and 22 is covered in Metric 12, and is in part repeated here. The Sampling Tool will automatically select a target number of bridges from this metric for the Metrics 12 and 22 field reviews if available in the selected geographic area (see [selection criteria](#) on the [NBIP SharePoint site](#)). If fewer than the target are available, the reviewer is not expected to go outside of the geographic area to review additional bridges.

At the Int-AL for Metric 14, for bridges selected for both field and file review, any field findings can be applied directly to the compliance determination for Metric 14.

Load posting NBI items are those related to or could influence this topic: Item 31 – Design Load; Items 63-66 – Operating/Inventory Ratings and Methods; Item 41 – Structure Open, Posted, or Closed; Item 70 – Bridge Posting; Item 103 – Temporary Structure. At the Int-ALs these items are reviewed during field reviews for compatibility between items and for accuracy. The reviewer should include these items as part of an Int-AL of Metric 22 when this level of assessment is undertaken for Metric 14.

In some cases, bridges on the Metric 14 sample that need posting are coded ‘R’ for Item 41—these are often parkway bridges with ample load capacity for the trucks allowed on the parkway. In these cases, if the operating rating meets or exceeds the force effects from all allowable truck loads on that route, and heavier trucks are restricted by some other method than load posting each bridge, then the code of ‘R’ is sufficient to indicate that the bridge is restricted and does not need to be individually posted.

Metric Assessment Report (MAR): The MAR includes all bridges for the metric population, based on the most recent and previous April NBI submissions.

The MAR has a *summary* tab and a data tab(s). The data tab shows the bridge-by-bridge posting status based on several evaluations using NBI Items 41, 64, 70, 103, and 59-60 or 62 in the most recent and the previous year’s NBI submissions. It also has a *Bridge Compliance Status* indicator showing the overall posting status of the bridges. The *summary* tab summarizes the evaluation data on the data tab and provides an *Overall Compliance Snapshot* based on a summary of the *Bridge Compliance Status* indicator.

For all assessment levels, the *Bridge Compliance Status* of all bridges evaluated as *not properly posted or restricted* must be resolved. The data tab provides columns for manually overriding the evaluation result and for providing comments or explanations based on the review.

Posting/closing compliance deficiencies are those identified as red items in the MAR. (Note: These include the “safety related checks” of the NBI submission, but also incorporate more data checks).

MAR *data inconsistencies and errors* are those identified as yellow items in the report.

Background/changes for PY2018: *Clarifications were made to commentary.*

NBIS Reference: 23 CFR 650.313 (d) – Prepare bridge files

Criteria

- Bridge files are prepared and significant bridge file components recorded as described in the AASHTO MBE.

Population: Bridges for the entire State that are open to traffic.

Compliance Levels

Compliance (C): All of the following must be met for C:

- All sampled bridges have files.
- All sampled files have the applicable significant components.

Substantial Compliance (SC): All of the following must be met for SC:

- All sampled bridges have files.
- At least 85% of sampled bridge files have the applicable significant components.

Non-Compliance (NC): One or more SC criteria not met.

Conditional Compliance (CC): Adhering to FHWA approved plan of corrective action (PCA).

Assessment Levels (AL)

Minimum Assessment (Min-AL): Perform all of the following:

- Monitor PCA if in effect.
- Assess based on previous review results and the reviewer's knowledge and awareness of State's practices.

Intermediate Assessment (Int-AL): In addition to the Min-AL:

- Randomly sample bridges to verify that bridge files and significant bridge file components exist; if some components are only referenced, verify the components exist in the referenced location(s) and are readily available.

In-Depth Assessment (InD-AL): In-Depth Assessment (InD-AL): Perform one of the following:

- Division InD-AL – In addition to the Int-AL, develop guidelines for review, with concurrence from BSE, and conduct in accordance with guidelines.
- National InD-AL – Conduct in accordance with national direction and guidelines

General: As outlined in Section 2 of the AASHTO Manual (MBE), the bridge file contains a wide range of information applicable to bridge inspection which may be located in more than one location. The list of *applicable significant bridge file components* for Metric 15, which is a subset of the larger list provided in the MBE is composed of:

- Inspection reports
- Waterway information – channel cross-sections, soundings, stream profiles
- Special inspection procedures or requirements
- Load rating documentation, including load testing results
- Posting documentation
- Critical findings and actions taken
- Scour assessment
- Scour Plan of Action (POA) (for scour critical bridges and those with unknown foundations) and documentation of post-event inspection or follow-up
- Inventory and evaluation data and collection/verification forms
- Significant correspondence

Per the NBIS, bridge files must also contain maintenance records.

Channel cross-sections must be included in the bridge file per section 4.8.7 of the AASHTO MBE. The FHWA interprets the MBE provision to apply to all bridges, including floorless culverts, spanning a waterway. Cross sections include vertical measurements from identified points on the upstream and downstream face(s) of the structure to the stream bottom or embankment at each abutment and at other substructure walls or piers at a minimum. A single cross section at one face may be appropriate for historically stable channels and embankments. Cross sections must be updated periodically so that a historical comparison is available in the file to help determine the extent of any scour, channel shifting, degradation, or aggradation of the stream. A frequency for obtaining and updating these measurements should be established, depending on an assessment of the bridge and stream characteristics, and documented in the bridge file. Evaluate the need for obtaining cross sections for pipes and box culverts that meet the definition of a bridge under the NBIS on a case-by-case basis.

Significant correspondence refers to correspondence and agreements regarding inspection responsibility, ownership, maintenance responsibilities with other agencies, or other issues that have an impact on the ability to ensure that thorough and timely inspections are completed.

For additional information on particular aspects or considerations relating to the significant file components, consult Section 2 of the AASHTO MBE.

Some significant components require retention of historical information, such as inspection reports, channel cross-section, etc. If the historical aspect of these components is found deficient, such as lack of past cross-section information, the remedy of this practice through an improvement plan or plan of corrective action will only change future documentation. Future year assessments should consider these recent improvements and their effectiveness of procedures moving forward in time in evaluating the adequacy of these components, and not require full histories that are unrecoverable. Another scenario is if files have been destroyed by a natural disaster, the previous files should be re-created to the extent possible from electronic or duplicate copies that may exist elsewhere, and from that time going forward the new file contents should be complete.

Compliance levels: Percentages for determining metric compliance should be calculated by considering each bridge file as one data point. Each of the significant components listed above and relevant maintenance and inspection data are the minimum requirements. Those components that do not apply to that particular bridge do not affect compliance for that bridge. For example, a scour assessment is not necessary if the bridge is not over water; no posting documentation is necessary if calculated load capacities were sufficient; etc.

For another example, when reviewing a sample of 19 bridges at the Int-AL, 1 bridge file is missing a required scour assessment; a second is missing both the load rating calculations and the stream cross-sections for a scour critical bridge; and the remaining bridge files are complete. The compliance percentage would be calculated as 17/19, or 89.5%, yielding a substantial compliance determination for the metric.

Assessment levels: Most of the components of a bridge file should be in the same location; however, if there are items that are not included in the bridge file, the file should reference where the information is located. The bridge file can be electronic, hard-copy, or a combination of both, as determined by the State's policies. Bridge files, or parts thereof, might be located in district or region offices for agencies that have a de-centralized organizational structure. These files may be reviewed electronically, by requesting mailed copies, or by visiting the remote offices.

Background/ changes for PY 2018: *Minor editorial corrections made, and clarification on channel cross sections and relevant maintenance data.*

NBIS Reference: 23 CFR 650.313 (e) (1) – Bridges with fracture critical members (FCMs)

Criteria	• Bridges with FCMs have the following: ○ location of all FCMs identified ○ inspection frequency ○ inspection procedures • FCMs are inspected according to those procedures.
	Population: Bridges for the entire State with FCMs that are open to traffic.
Compliance Levels	Compliance (C): All of the following must be met for C: • All sampled bridges with FCMs have documented inspection procedures. • All sampled bridges with FCMs are inspected according to those procedures. Substantial Compliance (SC): All of the following must be met for SC: • All sampled bridges with FCMs have documented inspection procedures; the procedures may have minor or isolated deficiencies that do not adversely affect the effectiveness of the FCM inspections. • All sampled bridges with FCMs are inspected according to those procedures. Non-Compliance (NC): One or more SC criteria not met. Conditional Compliance (CC): Adhering to FHWA approved plan of corrective action (PCA).
Assessment Levels (AL)	Minimum Assessment (Min-AL): Perform all of the following: • Monitor PCA if in effect. • Assess based on previous review results and the reviewer's knowledge and awareness of State's FCM inspection practices. Intermediate Assessment (Int-AL): In addition to the Min-AL: • Randomly sample bridges to verify that sample FCM bridge files contain inspection procedures, and the FCM inspection report indicates the bridge was inspected according to those procedures. • Include some bridges from this metric's random sample in the Metric 12 and 22 field review sample, to verify documented procedures were followed. In-Depth Assessment (InD-AL): Perform one of the following: • Division InD-AL – In addition to the Int-AL, develop guidelines for review, with concurrence from BSE, and conduct in accordance with guidelines. • National InD-AL – Conduct in accordance with national direction and guidelines.

General: FCMs must be inspected according to the documented inspection procedures for the bridge, which should contribute to thorough inspections yielding accurate condition assessments.

Risk factors to consider for inspection procedures include, but are not limited to:

- fatigue and fracture prone details
- problematic materials
- poor welding techniques
- potential out-of-plane distortion details
- previous cracking or repairs
- source of prior cracking
- cold service temperatures
- load posted
- superstructure condition code of 4 or less
- subject to overloads or impact damage
- older service life
- removal of debris
- high ADTT (either ADTT>5,000 or State defined criteria)

Knowledge of the source of prior cracking, such as load induced, distortion induced, constraint induced (pop-in fracture), or fabrication flaws (hydrogen, weld defect, etc.), can determine proper inspection procedures. Load induced is typically the most predictable, whereas the others are less predictable (with more inherent risk). The lowest anticipated service temperature is an important factor in determining susceptibility to cracking.

Bridges posted because of a controlling FCM, which may include deterioration, also warrant special attention. In general, evaluate the appropriateness of the prescribed procedures for any identified risk factors.

The non-redundant nature of FCMs, especially when coupled with risk factors, leads to a heightened concern for the performance of these members. By identifying these conditions or risk factors, the inspectors of FCMs can appropriately prepare for, and perform, a thorough inspection. Accordingly, the reviewer should, for those bridges selected from this metric for field review, look for the presence of risk factors at each site and evaluate whether the FCM inspection procedures and the inspection reports adequately address them.

Compliance levels: *Minor or isolated deficiencies* with FCM inspection procedures are those that could be improved to make the inspection more efficient or effective, or relate to better documentation of the report or the procedures. For example, ultrasonic inspection methods might be listed, but it is unclear which members will receive UT. However, the identification of FCMs, frequency of inspection, and knowing the risk factors present are all critical items, and deficiencies in these are not considered minor.

Assessment levels: Documented inspection procedures are those procedures required in the NBIS for specific types of more complex inspections, in this case for FCMs, to address those items that need to be communicated to the inspection team leader to ensure a successful inspection. These inspections must be planned and prepared for, identifying and accounting for each fracture critical member, needed access, inspection equipment, risk factors present (as detailed above), inspection methods and frequencies, and the required qualifications of inspecting personnel.

The AASHTO MBE, Section 4, has general considerations regarding inspection plans. An owner may have general overall inspection procedures in their bridge inspection manual which address common aspects of FCM inspections; however, each bridge with FCMs must have written inspection procedures specific to that bridge which address items unique to that bridge, if any. The prior inspection report is valuable to review for previous inspection findings, but often does not serve the

same purpose as the inspection procedures. The inspection report records what an inspector actually did, what was looked at, and what was found. Procedures lay out what should be done, looked at, etc. However, the required procedures may be incorporated into each report, often as an introductory section. This is an acceptable practice.

At the Min-AL for Metric 16, any State bridge-specific FCM procedures need not be assessed during the field reviews of any bridges under Metric 12 that may include FCMs. If an issue is found regarding a bridge-specific FCM inspection procedure for bridges field reviewed under Metric 12, it should add to the reviewer's knowledge and awareness toward Metric 16. Consider reviewing Metric 16 at the Int-AL in the current or following review year, to further assess the extent of the issue. Discuss particular findings with the State and document them in the FSM.

Conversely, at the Int-AL for Metric 16, for bridges selected for both field and file review, any field findings should be applied directly to the compliance determination for Metric 16.

For file review sampled bridges, evaluate the FCM inspection procedures for compatibility with the inspection reports and the bridge plans.

At the Int-AL, the process for determining the number and selection of sample bridges from this metric for inclusion in the field review for Metrics 12 and 22 is covered in Metric 12, and is repeated here in part. The Sampling Tool will automatically select a target number of bridges from this metric for the Metrics 12 and 22 field reviews if available in the selected geographic area (see [selection criteria](#) on the [NBIP SharePoint site](#) for field bridge selection). If fewer than the target are available, the reviewer is not expected to go outside of the geographic area to review additional bridges.

Background/ changes for PY 2018: Clarifications to field review selection and other clarifications were made.

NBIS Reference: 23 CFR 650.313 (e)(2) – Bridges requiring underwater (UW) inspections

Criteria	• Bridges requiring UW inspection have the following: ○ location of all UW inspection elements identified ○ inspection frequency ○ inspection procedures • UW elements are inspected according to those procedures.
	Population: Bridges for the entire State requiring underwater inspection that are open to traffic.
Compliance Levels	Compliance (C): All of the following must be met for C: • All sampled bridges requiring UW inspection have documented inspection procedures. • All sampled bridges requiring UW inspections are inspected according to those procedures. Substantial Compliance (SC): All of the following must be met for SC: • At least 90% of sampled bridges requiring UW inspections have documented inspection procedures; procedures may have minor or isolated deficiencies, but the deficiencies do not adversely affect the effectiveness of the UW inspections. • At least 90% of sampled bridges requiring UW inspections are inspected according to those procedures. Non-Compliance (NC): One or more SC criteria not met. Conditional Compliance (CC): Adhering to FHWA approved plan of corrective action (PCA).
Assessment Levels (AL)	Minimum Assessment (Min-AL): Perform all of the following: • Monitor PCA if in effect. • Assess based on previous review results and the reviewer’s knowledge and awareness of State’s UW inspection practices. Intermediate Assessment (Int-AL): In addition to the Min-AL: • Randomly sample bridges to verify that files contain UW inspection procedures, and the UW inspection report shows that the bridge was inspected according to those procedures. • Include some bridges from this metric’s random sample in the Metric 12 and 22 field review sample, to verify documented procedures were followed. In-Depth Assessment (InD-AL): Perform one of the following: • Division InD-AL – In addition to the Int-AL, develop guidelines for review, with concurrence from BSE, and conduct in accordance with guidelines. • National InD-AL – Conduct in accordance with national direction and guidelines.

General: UW inspection must be performed according to the documented inspection procedures for the bridge, which should contribute to thorough inspections yielding accurate condition assessments.

Documented UW inspection procedures are those procedures required in the NBIS for specific types of more complex inspections, in this case for underwater elements, to address those items that must be communicated to the inspection team leader to ensure a successful inspection. These inspections must be planned and prepared for, taking into account identified underwater elements, physical scour countermeasures, needed access, inspection equipment, structural details, hydraulic features and characteristics, risk factors (as detailed below), inspection methods and frequencies, and the required qualifications of inspecting personnel.

Other items that may be addressed, if applicable, are: special contracting procedures prior to inspection (Coast Guard, etc.) and scheduling considerations (lake draw down, canal dry time, etc.). The AASHTO MBE, Section 4, gives general considerations regarding inspection plans.

An owner may have general overall inspection procedures in the bridge inspection manual that address common aspects of underwater inspections; however, each bridge with elements requiring underwater inspection must have written inspection procedures specific to each bridge that address items unique to that bridge. The prior inspection report is valuable to review for previous inspection findings, but most often does not serve the same purpose as the inspection procedures. The inspection report records what an inspector actually did, what was looked at, and what was found. Procedures lay out what should be done, looked at, etc. However, the required procedures may be incorporated into the report, often as an introductory section. This is an acceptable practice.

This metric considers the risks of bridges which cross over waterways. The development of good inspection procedures and concerted attention to follow those procedures will mitigate most of those risks. In addition, the risk of scour for scour critical bridges or bridges with unknown foundations is mitigated by development and implementation of a scour plan of action (POA) for each bridge.

Compliance levels: Specific risk factors include waterway features that may promote scour and undermining of substructure elements, such as, but not limited to:

- rapid stream flows
- significant debris accumulation
- constricted waterway openings
- soft or unstable streambeds
- meandering channels

Water conditions that may affect the inspection, such as black water or rapid stream flows, should be identified and accounted for in the inspection methods. The procedures should identify water environment and structural systems or materials that may accelerate deterioration of the bridge elements. These factors include highly corrosive water, unprotected steel members, timber piling in the presence of teredos or limnoria, etc. By identifying these conditions, the underwater inspectors can appropriately prepare for and perform a thorough inspection.

For bridges sampled for field and/or file review, look for any evidence of risk factors or unique circumstances or conditions at each site by reviewing the inspection report, plans, etc., and comparing them with the inspection procedures. The field review should verify underwater inspection access requirements, if possible.

Assessment levels: At the Min-AL for Metric 17, any State bridge-specific procedures need not be assessed during the field reviews of any bridges under Metric 12, which may include bridges requiring underwater inspections. If a specific underwater inspection procedure issue is found for bridges field reviewed under Metric 12, it should add to the reviewer's knowledge and awareness toward Metric 17, and consider reviewing Metric 17 at the Int-AL in the current or following review year, to further assess the extent of the issue. Discuss particular findings with the State and document them in the FSM.

Conversely, at the Int-AL for Metric 17, for bridges selected by the sampling tool for both field and file review, any field findings should be applied directly to the compliance determination for Metric 17.

At the Int-AL, the process for determining the number and selection of sample bridges from this metric for inclusion in the field review for Metrics 12 and 22 is covered in Metric 12, and is in part repeated here. The Sampling Tool will automatically select a target number of bridges from this metric for the Metrics 12 and 22 field reviews, if available in the selected geographic area (see [selection criteria](#) on the [NBIP SharePoint site](#) for field bridge selection). If fewer than the target are available, the reviewer is not expected to go outside of the geographic area to review additional bridges.

Background/ changes for PY 2018: *No substantial changes were made to this metric. Minor clarifications and editorial corrections were made.*

NBIS Reference: 23 CFR 650.313 (e), (e3) Bridges that are scour critical

Criteria

- Bridges over water have a documented evaluation of scour vulnerability.
- Bridges that are scour critical have a scour plan of action (POA) prepared to monitor known and potential deficiencies and to address scour critical findings.
- Bridges that are scour critical are monitored in accordance with the POA.

Population: Bridges for the entire State that are over water and open to traffic.

Compliance Levels

Compliance (C): All of the following must be met for C:

- All bridges over water have a scour evaluation as indicated by NBI scour coding.
- All sampled bridges have a documented scour evaluation assessing scour vulnerability.
- All sampled bridges that are scour critical or with unknown foundations have a scour POA.
- All sampled bridges subject to a triggering event are monitored in accordance with the POA.

Substantial Compliance (SC): All of the following must be met for SC:

- All bridges over water have a scour evaluation as indicated by NBI scour coding.
- All sampled bridges over water have a documented scour evaluation assessing scour vulnerability, but some evaluations may have minor or isolated deficiencies that do not adversely affect the assessment.
- All sampled bridges that are scour critical or with unknown foundations have a POA, but some may have minor or isolated deficiencies that do not adversely affect the POA effectiveness.
- All sampled scour critical bridges subject to a triggering event are monitored in accordance with the POA, but minor deficiencies in documentation of monitoring may exist.

Non-Compliance (NC): One or more SC criteria are not met.

Conditional Compliance (CC): Adhering to FHWA approved plan of corrective action (PCA).

Assessment Levels (AL)

Minimum Assessment (Min-AL): Perform all of the following:

- Monitor PCA if in effect.
- Review MAR18 Summary and resolve previously identified unevaluated bridges.
- Assess based on previous review results, the status of any new compliance deficiencies, and from the reviewer's knowledge and awareness of the State's processes and practices.

Intermediate Assessment (Int-AL): In addition to the Min-AL:

- Randomly sample bridges to review files to verify that scour evaluations are documented, consistent with bridge conditions, and properly assess scour vulnerability.
- From the random sample, verify that POAs are developed and documented for those that are scour critical or have unknown foundations.
- Include some bridges from this metric's random sample in the Metric 12 and 22 field review sample, to verify validity of scour evaluations.
- If a triggering event has occurred to a sampled bridge during the 2-year period prior to the year of assessment, review file and conduct interviews as necessary to verify that monitoring was executed in accordance with POA.

In-Depth Assessment (InD-AL): Perform one of the following:

- Division InD-AL – In addition to the Int-AL, develop guidelines for review, with concurrence from BSE, and conduct in accordance with guidelines.
- National InD-AL – Conduct in accordance with national direction and guidelines.

Population: Metric 18 criteria:

Criteria for bridges requiring scour evaluation:

- Item 42B = 5, 6, 7, 8, 9 (all bridges over waterways) or
- Item 113 < or > N

Criteria for bridges requiring a scour POA:

- Item 113 < 4 (scour critical bridges) or
- Item 113 = U (bridges over water with unknown foundations)

Compliance levels: POA *deficiencies* leading to a SC determination could be either lack of adequate documentation or ineffective monitoring. Lack of documentation could include inadequate or outdated information for emergency contacts, scour information, etc.

A *documented scour evaluation* should be a report with calculations, a documented assessment, or documented screening process explaining how the Item 113 value was determined. This evaluation should be available for every bridge over water.

Ineffective monitoring could involve situations where monitoring thresholds are poorly chosen or not clearly identified, or there was some confusion on what to monitor for or in what priority.

SC instances represent minor or isolated situations. POAs with major or significant shortcomings that render them useless for mitigating scour risks are NC findings.

Assessment levels: *Previously identified unevaluated bridges* in the MAR are those which have been coded as 6/ T/ null in Item 113 – Scour Critical Bridges. The resolution of these items at the Min-AL is to verify that those bridges have been evaluated for scour.

At the Min-AL for Metric 18, any State bridge-specific procedures need not be assessed during the field reviews of any bridges under Metric 12, which may include bridges that are scour critical and require a POA. If a specific issue related to Metric 18 is found for bridges field reviewed under Metric 12, it should add to the reviewer's knowledge and awareness of compliance toward Metric 18, and consider reviewing Metric 18 at the Int-AL in the current or following review year, to further assess the extent of the issue. Discuss particular findings with the State and document them in the FSM.

Conversely, at the Int-AL for Metric 18, for bridges selected for both field and file review, any field findings should be applied directly to the compliance determination for Metric 18.

At the Int-AL, the process for determining the number and selection of sample bridges from this metric for inclusion in the field review for Metrics 12 and 22 is covered in Metric 12, and is repeated here in part. The Sampling Tool will automatically select a target number of bridges from this metric for the Metrics 12 and 22 field reviews if available in the selected geographic area (see [selection criteria](#) on the [NBIP SharePoint site](#) for field bridge selection). If fewer than the target are available, the reviewer is not expected to go outside of the geographic area to review additional bridges.

At the Int-AL, the field review of the sampled bridges should verify scour vulnerability coding compared to actual conditions, in addition to the other aspects of field review conducted under Metric 12 and 22. Also, for bridges requiring a scour POA, evaluate conditions on site to determine compatibility to the actions required in the plan. If a scour 'triggering event' has occurred within the

2-year period prior to the year of assessment (2 full calendar years prior), then determine if the POA was followed through record review, and through interview if the records are inconclusive.

Metric Assessment Report (MAR): The MAR includes all bridges over waterways for the metric population, based on the most recent and previous April NBI submissions.

The MAR has a summary tab and a data tab. The data tab shows the status of each bridge based on NBI Item 113 in the most recent and the previous year's NBI submissions. It also indicates whether a POA is required (if the bridge is scour critical or has an unknown foundation).

For all assessment levels, the status of all bridges listed as *not evaluated* (NBI Item 113 code = '6' or blank), identified as red items, must be resolved. The data tab provides columns for overriding the result and for providing comments or explanations based on the review.

For newly constructed or acquired bridges, a scour evaluation may be completed up to 1 year after acquisition.

Background/ changes for PY 2018: *The population for this metric now applies to all bridges over water when assessing completion of scour evaluations. Previous assessment at the Int-AL only applied to bridges evaluated as scour critical, not yet evaluated, or having unknown foundations. The Min-AL no longer requires verification of POAs for scour critical bridges.*

NBIS Reference: 23 CFR 650.313 (f) – Complex bridges**Criteria**

- Complex bridges have the following identified:
 - specialized inspection procedures
 - additional inspector experience and training
- Complex bridges are inspected according to the procedures.

Population: Bridges for the entire State that are complex bridge types that are open to traffic.

Compliance Levels

Compliance (C): All of the following must be met for C:

- All sampled complex bridges have specialized documented inspection procedures, and have any required additional inspector training and experience identified.
- All sampled complex bridges are inspected according to the specialized procedures, and inspectors of those bridges have the identified additional training and experience.

Substantial Compliance (SC): All of the following must be met for SC:

- At least 90% of sampled complex bridges have specialized documented inspection procedures, and have any required additional inspector training and experience identified.
- At least 90% of sampled complex bridges are inspected according to the specialized procedures, and inspectors have the identified additional training and experience.

Non-Compliance (NC): One or more SC criteria not met.

Conditional Compliance (CC): Adhering to FHWA approved plan of corrective action (PCA).

Assessment Levels (AL)

Minimum Assessment (Min-AL): Perform all of the following:

- Monitor PCA if in effect.
- Assess based on previous review results and the reviewer's knowledge and awareness of complex bridge inspection procedures.

Intermediate Assessment (Int-AL): In addition to the Min-AL:

- Randomly sample bridge files to verify that bridges have documented specialized inspection procedures, and that any additional inspector training and experience has been identified and met.
- Review sample bridge reports to verify that documented procedures were followed.
- Include some bridges from this metric's random sample in the Metric 12 and 22 field review sample, to verify documented procedures were followed.

In-Depth Assessment (InD-AL): Perform one of the following:

- Division InD-AL – In addition to the Int-AL, develop guidelines for review, with concurrence from BSE, and conduct in accordance with guidelines.
- National InD-AL – Conduct in accordance with national direction and guidelines.

General: *Complex features* found in complex bridges include, but are not limited to:

- suspension cables
- stay cables
- anchorages of cables and post-tensioning
- electrical systems
- mechanical systems
- operational systems and controls
- other unusual characteristics which may include:
 - floating bridge components
 - materials with known problems
 - special seismic features

Features may be considered complex due to design, constructability, and/or inspectability issues.

Complex bridges must be inspected according to the written inspection procedures for the bridge and by inspectors with the additional training and experience specified. This should result in thorough inspections yielding accurate condition assessments.

Specific risk factors include, but are not limited to:

- complex structural response
- difficult to access
- specialized inspection equipment needs
- high ADT & ADTT
- low redundancy
- history of past problems

By identifying these conditions or risk factors in the inspection procedures, the complex bridge inspectors can appropriately prepare for and perform a thorough inspection.

Population: Complex bridges are defined in the NBIS as movable, suspension, cable stayed, and other bridges with unusual characteristics. Criteria for Metric 19:

- Item 43B = 13, 14, 15, 16, or 17

States have the flexibility to define additional bridges considered complex because of unusual characteristics. If additional bridge types are considered complex, include them in the population.

Compliance levels: Acceptable *specialized documented inspection procedures* are required in the NBIS for specific types of more complex inspections, including for complex bridges. Such procedures address items that must be communicated to the inspection team leader to ensure a successful inspection. These inspections must be planned and prepared for, taking into account identified complex features (detailed above), risk factors (detailed above), inspection methods and frequencies, and the required qualifications of inspecting personnel. The AASHTO MBE, Section 4, discusses general considerations regarding inspection plans.

An owner may include general inspection procedures in the bridge inspection manual that address common aspects of inspecting particular features; however, each complex bridge with unique elements requiring special inspection must have specific written inspection procedures. These procedures must identify which features have unusual characteristics and detail how to inspect them. The prior inspection report is valuable to review for previous inspection findings, but most often does not serve the same purpose as the inspection procedures. The inspection report records what an inspector actually did, what was looked at, and what was found. Procedures lay out what should be done, looked at, etc. However, the required procedures may be incorporated into the report, often as an introductory section. This is an acceptable practice.

Assessment levels: At the Min-AL for Metric 19, any State bridge-specific procedures need not be assessed during the field reviews of any bridges under Metric 12, which may include bridges requiring underwater inspections. If a specific issue related to Metric 19 is found for bridges field reviewed under Metric 12, it should add to the reviewer's knowledge and awareness toward Metric 19, and consider reviewing M19 at the Int-AL in the current or following review year, to further assess the extent of the issue. Discuss particular findings with the State and document them in the FSM.

Conversely, at the Int-AL for Metric 19, for bridges selected for both field and file review, any field findings should be applied directly to the compliance determination for Metric 19.

At the Int-AL, the process for determining the number and selection of sample bridges from this metric for inclusion in the field review for Metrics 12 and 22 is covered in Metric 12, and is repeated here in part. The Sampling Tool will automatically select a target number of bridges from this metric for the Metrics 12 and 22 field reviews if available in the selected geographic area (see [selection criteria](#) on the [NBIP SharePoint site](#) for field bridge selection). If fewer bridges than the target are available, the reviewer is not expected to go outside of the geographic area to review additional bridges.

For file reviews, evaluate the inspection procedures for compatibility with the inspection reports and the bridge plans.

The field reviews should verify the complex bridge designation, in addition to the other aspects of field review conducted under Metric 12 and 22.

For those bridges selected from this metric for field review, the reviewer should look for any evidence of risk factors or unique circumstances or conditions at each site. Then evaluate whether the inspection procedures and inspection reports adequately address them.

Background/ changes for PY 2018: *No substantial changes were made to this metric. Minor clarifications and editorial corrections were made.*

NBIS Reference: 23 CFR 650.313 (g) – QC/QA**Criteria**

- Systematic quality control (QC) and quality assurance (QA) procedures are used to maintain a high degree of accuracy and consistency in the inspection program.
- QC/QA procedures include periodic field review of inspection teams, periodic refresher training requirements, and independent review of inspection reports and computations.

Population: None (or as determined to be appropriate by the reviewer).

Compliance Levels

Compliance (C): All of the following must be met for C:

- QC/QA procedures are established, documented, implemented, and effective.
- QC/QA procedures include periodic field review of inspection teams, periodic refresher training requirements, and independent review of inspection reports and computations.

Substantial Compliance (SC): All of the following must be met for SC:

- QC/QA procedures are established, implemented, and effective, but minor aspects of the procedures are not documented or are not being performed.
- QC/QA procedures include periodic field review of inspection teams, periodic refresher training requirements, and independent review of inspection reports and computations.

Non-Compliance (NC): One or more SC criteria are not met.

Conditional Compliance (CC): Adhering to FHWA approved plan of corrective action (PCA).

Assessment Levels (AL)

Minimum Assessment (Min-AL): Perform all of the following:

- Monitor PCA if in effect.
- Assess based on previous review results and the reviewer's knowledge and awareness of QC/QA procedures.

Intermediate Assessment (Int-AL): In addition to the Min-AL:

- Review written procedures to verify that the key components of the QC/QA procedures meet the requirements of the NBIS.
- Verify that a process exists to document the bridges that have received QC or QA.
- Review documentation of QA reviews for number of reviews, types of reviews and findings; verify that any measurable review requirements have been achieved.
- Assess whether the procedures are effective in improving program accuracy and consistency, by determining if actions resulting from the QA findings are being taken.
- Perform interviews of personnel responsible for QC and/or QA reviews to determine or verify procedures are used.

In-Depth Assessment (InD-AL): Perform one of the following:

- Division InD-AL – In addition to the Int-AL, develop guidelines for review, with concurrence from BSE, and conduct in accordance with guidelines.
- National InD-AL – Conduct in accordance with national direction and guidelines.

General: This metric evaluates if the QC/QA process meets the intent of the NBIS, verifies that the reviews are performed, and ensures that review results are used to maintain a high degree of accuracy and consistency in the inspection program.

FHWA's recommended QC/QA framework can be found at <http://www.fhwa.dot.gov/bridge/nbis/nbisframework.cfm>.

Criteria: *Computations* include but are not limited to load rating and scour evaluation calculations. *Review of Inspection Reports* should also include review of the NBI data associated with the inspection.

Population: A population was not defined for this metric. There are many different methods and requirements by which Agencies perform QC/QA review of inspections, load ratings, NBI data, and other computations.

However, if the established QC/QA process lends itself to random sampling, the reviewer may use the NBIP assessment sampling criteria to review the various aspects of QC/QA process.

Compliance levels: *Implemented* QC/QA procedures infers that the procedures are enacted and used.

When evaluating this metric, consider if repetitive errors are found during the review of Metrics 12, 13, 18, and 22, as this may be an indication that the QC/QA procedures are ineffective.

If minor aspects of the QC/QA process are not being performed, but the overall effectiveness is not impacted, this would be considered SC. An example of *minor aspects* would be cases where a QC/QA check was performed, but documentation of the check is missing.

Assessment levels: The Min-AL is based upon the reviewer's knowledge and awareness the agencies QC/QA program and if the procedures are being followed.

Key components include periodic field review of inspection teams, periodic bridge inspection refresher training for program managers and team leaders, and independent review of inspection reports, NBI data, and computations.

At the Int-AL, review documented procedures for performing QC/QA of inspections, NBI data, and calculations to verify that the procedures include all NBIS required components.

Verify that established criterion exists for refresher training as part of this metric. Evaluate adherence to the established criteria by the program manager and team leaders as part of Metrics 2 and 3, respectively.

The QC/QA procedures should include a process to document and confirm that QC/QA procedures are being followed.

Verify that the information from the QC/QA process is used to maintain a high degree of accuracy and consistency in the inspection program. For example, if the review process finds a common coding error on several QA reviews, verify that the corrective action is disseminated (quarterly meetings, refresher training, memos, etc.) to all inspection teams.

In addition to the QC/QA of owner's activities, verify that the procedures address the QC/QA of consultants and/or other agencies that perform inspections or calculations.

Interview personnel responsible for QC and/or QA to determine their level of understanding of the QC/QA process and if it is effective at maintaining a high degree of accuracy and consistency in the inspection program. At a minimum, one person should be interviewed, but this number can vary based upon the size of the program.

Background/ changes for PY 2018: *No substantial changes were made to this metric. Minor clarifications and editorial corrections were made.*

NBIS Reference: 23 CFR 650.313 (h) – Follow-up on critical findings**Criteria**

- A procedure is established to assure that critical findings, as defined in 650.305, are addressed in a timely manner.
- FHWA is periodically notified of the actions taken to resolve or monitor critical findings.

Population: All bridges identified by State criteria as having an active critical finding at the time of the last assessment, and any critical findings identified since the last assessment.

Compliance Levels

Compliance (C): All of the following must be met for C:

- A documented procedure has been established and implemented to assure critical findings are addressed in a timely manner.
- All critical findings are addressed and documented in accordance with the procedure.
- The period for notifying the FHWA of actions taken is established and followed.

Substantial Compliance (SC): All of the following must be met for SC:

- A documented State procedure has been established and implemented to assure critical findings are addressed, but timeframes for addressing critical findings are not clearly defined.
- All critical findings are addressed in accordance with the procedure; isolated instances exist where documentation of actions taken is incomplete.
- The period for FHWA notification of actions taken is established; FHWA was notified of critical findings in all but a few isolated instances, and was notified within the established period in all but a few isolated instances.

Non-Compliance (NC): One or more SC criteria are not met.

Conditional Compliance (CC): Adhering to FHWA approved plan of corrective action (PCA).

Assessment Levels (AL)

Minimum Assessment (Min-AL): Perform all of the following:

- Monitor PCA if in effect.
- Monitor the periodic notifications to confirm that critical findings are being addressed.
- Verify the status of any critical findings during field reviews of bridges for Metrics 12 and 22.
- Assess based on previous review results and the reviewer's knowledge and awareness of the State's process for addressing critical findings.

Intermediate Assessment (Int-AL): In addition to the Min-AL:

- Verify that the established critical finding procedure meets the requirements of the NBIS.
- Randomly sample bridges and review the bridge files to ensure that actions taken and documentation were in accordance with the established procedure, and that proper notifications of critical findings were provided.
- Include some bridges from this metric's random sample in the Metric 12 and 22 field review sample, to verify that findings were addressed according to procedures.

In-Depth Assessment (InD-AL): Perform one of the following:

- Division InD-AL – In addition to the Int-AL, develop guidelines for review, with concurrence from BSE, and conduct in accordance with guidelines.
- National InD-AL – Conduct in accordance with national direction and guidelines.

Population: The bridges identified for the Metric 21 population are taken from the State's periodic reporting of critical findings to FHWA. This reporting includes critical findings that occurred on bridges owned by State, local, and other agencies.

Identify the reported bridges in the Sampling Tool to create a population for Metric 21 prior to developing the field review sites. Additionally, when the NBI data is loaded into the Tool, include in the Metric 21 population bridges with a condition rating for Items 59-60 or 62 that are less than or equal to 2 (Critical).

Active critical findings are those in which the owner has not taken or completed action to address public safety including closure, repair, or replacement of the bridge.

Compliance levels: *Timely* for this metric is established in the State's procedure for addressing critical findings.

Addressed means that the owner has taken actions to protect public safety including closure, repair or replacement of the bridge.

The critical finding procedure must identify the permissible timeframe from when a critical finding is identified to when the structural or safety concern is addressed. If the procedure does not identify timeframes for addressing critical findings, this should be considered SC.

At the Substantial Compliance level, there may be isolated instances where the critical finding has been properly addressed but the actions taken are not documented. This may include missing documentation for completed work or failure to close out the critical finding after work is completed.

The maximum suggested interval for periodic *FHWA notification* is 3 months.

In an isolated instance where a critical finding was not reported to the FHWA pursuant to the policy, this is considered SC.

Assessment levels: At both the Min and Int-AL, the Sampling Tool will automatically select a target number of bridges with CFs in the sample for Metrics 12 and 22 field reviews if they exist in the selected geographic area. See [selection criteria](#) on the [NBIP SharePoint site](#) for field bridge selection. If fewer than the target number are available, the reviewer is not expected to go outside of the geographic area to review additional bridges. At both assessment levels, verify the status of any additional bridges with CFs that may also have been selected in the field review sample.

Verify the status of the critical finding to identify whether the actions proposed for the critical finding have been completed such as closure, repair, or replacement of the bridge.

At the Min-AL, monitor the periodic notifications from the State to verify that critical findings are addressed. Verify throughout the year when the notification is received. If a critical finding is not being addressed in timely manner, work to address the critical finding and consider reviewing this metric at the Int-AL in the current or following review year, to further assess the extent of the issue.

At the Int-AL, review files to check that critical findings have adequate *documentation* to track the status of the actions proposed and whether they were completed. If a bridge in the random sample is included based only on having a condition rating ≤ 2 , determine whether the bridge should have qualified under the State criteria as a critical finding. If so, notification should have been provided to FHWA and the reviewer should determine if this is an isolated occurrence or an indication of a more widespread issue.

When performing the review for this metric, consider how critical findings are monitored for bridges owned by local agencies.

If a critical finding for a bridge does not meet the intent of the NBIS regulation, it can be removed from the population.

Background for PY 2018: This metric has been revised to include a check for critical findings that may have not been reported to FHWA, and also to perform field visits of critical finding bridges selected by the sampling tool.

NBIS Reference: 23 CFR 650.315 (a) – Prepare and maintain an inventory**Criteria**

- An inventory of all bridges subject to the NBIS is prepared and maintained.
- Data collected is in accordance with that required for the Structure Inventory and Appraisal (SI&A) sheet.
- Data is recorded according to FHWA procedures and available for collection by FHWA as requested.

Population: Bridges for the entire State or selected geographic/owner subset that are open to traffic, and have been inspected since January 1 of the previous calendar year.

Compliance Levels

Compliance (C): All of the following must be met for C:

- At least 95% of the sampled bridge inventory items reviewed are within the acceptable tolerances.
- FHWA data checks did not identify any bridges with data errors.

Substantial Compliance (SC): All of the following must be met for SC:

- At least 90% of the sampled bridge inventory items reviewed are within the acceptable tolerances.
- No errors are identified in the Persistent Error Report, all other errors identified in the other FHWA Data Checks are resolved within 90 days.

Non-Compliance (NC): One or more SC criteria are not met.

Conditional Compliance (CC): Adhering to FHWA approved plan of corrective action (PCA).

Assessment Levels (AL)

Minimum Assessment (Min-AL): Perform all of the following:

- Monitor PCA if in effect.
- Perform field reviews for a LOC of 80%, MOE of 15% sample of bridges or greater to verify NBI SI&A items with information in the bridge file and actual field conditions for the SI&A items identified on the Field Review Form. Resolve the safety related checks and persistent error reports generated during the NBI submittal process.
- Note NBI data errors found during review of other metrics when resolving MARs and other data, for knowledge and awareness.

Intermediate Assessment (Int-AL): In addition to the Min-AL:

- Verify NBI SI&A items with information in the bridge file and actual field conditions for an additional SI&A item group available when generating the Field Review Form, selected based on the reviewer's knowledge and awareness of the program.

In-Depth Assessment (InD-AL): Perform one of the following:

- Division InD-AL – In addition to the Int-AL, develop guidelines for review, with concurrence from BSE, and conduct in accordance with guidelines.
- National InD-AL – Conduct in accordance with national direction and guidelines.

General: Metric 22 assesses the quality of NBI data and should be assessed along with the Metric 12 field reviews. Review and compare the data to the actual site conditions observed by the reviewer during the field reviews. Metric 12 in part focuses on the four main condition codes and supporting narrative resulting from the inspection (intentionally excluded from this metric), whereas this metric assesses other NBI data items associated with the bridge record.

All the NBI data should be as accurate as possible, so even if a small number of errors are found, they can be corrected.

Acceptable Tolerance is the allowable variance for an NBI item as identified in the NBIP Field Review Form. These tolerances were developed for the NBIP assessment process based upon safety, access limitations, and time constraints during the field review and must be used to assess compliance.

FHWA Data Checks are processed during the annual NBI submittal and sent to the Division and State by the National Bridge and Tunnel Inventory Engineer in the Office of Bridge Technology. *FHWA Data Checks** are as follows:

1. *National Bridge Inventory File Check* – Report generated by FHWA to identify errors when NBI data is submitted.
2. *Safety Related Checks* related to bridge closure – Report generated by FHWA to identify safety related issues. Report criteria:
 - a. Item 64 < 2.7 metric tons; item 41 = A, B, P, or R; and item 103 is blank; and
 - b. Any bridge with item 59 and/or item 60 coded < 2; item 41 = A, B, D, P, or R; and item 103 is blank.
3. *Persistent Error Report* – Report generated by FHWA to check for repeat errors over a 3-year period.

* Some identified errors in these reports are situations which are not covered in the current Coding Guide (for example, side hill viaducts), or are bridges with low operating ratings values in which the force effects of all State legal and routine permits are less than the calculated rating. Do not count such instances as data errors. If this situation occurs, document the reason for each bridge; this will also help in future year's reviews.

The *Safety Related Checks* related to physical posting (Item 64 between 2.7 and 19.9 mT or Item 41 = 'B') are assessed under Metric 14.

If necessary, update the NBI data for the subsequent annual NBI submittal.

Population: The number and selection of the field review bridges is based on a statistical random sample, consistent with other metrics. The sample is based on criteria built into the Sampling Tool to ensure selection of bridges with diverse conditions, and other characteristics. Please refer to Metric 12 commentary for a full explanation for field review bridge selection. Some is repeated here for emphasis.

Reviewing a geographic subset can reduce the amount of travel required, but all subsets for the entire State must be covered in the 5-year review cycle. The plan for review by subsets must be documented each year under extent of review in the FSM.

Geographic subsets should include all owning agencies within that subset. Rotation of subsets around the State in less than 5 years may be advantageous, allowing flexibility to focus the remaining

year(s) of the cycle on reassessment of certain areas or a statewide sample to gain an overall perspective.

If an issue of non-compliance is found in one geographic region or other subset, apply the issue to the State compliance determination, and implement an appropriate PCA. If in the following year a review is done in a different region yielding no issues, but the PCA for the previous year is not yet complete, the State is still considered to be in conditional compliance until the PCA is complete and no other compliance issues have been found.

As with other metrics, when a PCA is complete, an Int-AL review should be completed, either on the same region that had the compliance issue, for the entire State, or for some other geographic region, as long as the original region with the issue is included in the current region.

Compliance levels: When calculating the percentage of items which are within tolerance as identified in the NBIP Field Review Form, divide the total number of items properly coded by total number of items reviewed.

The following example is for a minimum level field review on 20 bridges, 15 items per bridge, of which 5 bridges are on the NHS:

NHS Bridges

15 items per bridge x 5 bridges = 75 items

Non-NHS Bridges

13 items per bridge x 15 bridges = 195 items

Percentage of items within tolerance

Total items reviewed = 75 + 195 = 270 items

10 items exceeded allowable tolerances

270 total items - 10 items exceeding tolerance = 260 item coded within tolerance

$260/270 * 100 = 96\%$ coded within tolerance

In this example, if the items exceeding the allowable tolerance were isolated instances and these items were corrected, this would be considered C. If any of the miscoded items is a systematic problem that obviously occurs beyond the field reviewed bridges, such as when one data item is incorrect for most or all 20 bridges, correct the underlying issue and the data for all bridges before a determination of C can be assigned. Until all the items are correct, the appropriate compliance determination is SC.

Data errors found during review of the other metrics represent the quality of the NBI data. When a significant number of data errors are found, for example in resolving the MARs, these errors are not a direct compliance issue for Metric 22, but consider review of such items under an Int-AL in the current or following year.

Assessment levels: The NBIP Field Review Checklist identifies which items must be reviewed at the Min-AL for each field reviewed bridge. Each year the items will be rotated, and the current items will be on the most recent NBIP Field Review Checklist on SharePoint.

At the Int-AL, in addition to the items identified at the Min-AL, review items from an additional SI&A Item category as identified on the NBIP Field Review Checklist.

During the field review of each bridge, verify that the NBI data reported to FHWA is properly coded and reflects conditions in the field. If an item cannot be verified in the field, compare NBI data with available information in the bridge inspection reports, plans, and other records. An example of an item that may be difficult to verify in the field is *Year Built*.

Regardless of the assessment level, review the *Persistent Error Report* generated during the NBI submittal process. Errors in this report must be resolved within 30 Days of receipt of the NBI data acceptance from FHWA HQ.

Background/ changes for PY 2018: Revised this metric to make the selection of field bridges based on a random sample, to be more consistent with other metrics. Data items to be reviewed will now be rotated each year.

NBIS Reference: 23 CFR 650.315 (a), (b), (c) & (d) – Updating data in the inventory**Criteria**

- Structure Inventory and Appraisal (SI&A) data is submitted to the FHWA NBI as requested using FHWA established procedures.
- SI&A data is entered in the State's inventory within 90 days of the date for State owned bridges and within 180 days of the date for all other bridges for the following events:
 - routine, in-depth, fracture critical member, underwater, damage and special inspections
 - existing bridge modifications that alter previously recorded data and for new bridges
 - load restriction or closure status

Population: Bridges in the entire State.

Compliance Levels

Compliance (C): All of the following must be met for C:

- SI&A data is submitted to the FHWA NBI by the requested date with no errors preventing FHWA acceptance of the data.
- State has a process to verify SI&A data is updated in the State inventory within 90/180 days.
- SI&A data reviewed is updated in the State inventory within 90/180 days after inspection, modification, or change in load restriction.

Substantial Compliance (SC): All of the following must be met for SC:

- SI&A data is submitted to the FHWA NBI within 10 work days of the requested date; errors preventing acceptance are resolved within 15 work days after notification by FHWA.
- State does not have a process to verify SI&A data is updated in the State inventory within 90/180 days.
- At least 90% of SI&A data reviewed is updated in the State inventory within 90/180 days.

Non-Compliance (NC): One or more SC criteria are not met.

Conditional Compliance (CC): Adhering to FHWA approved plan of corrective action (PCA).

Assessment Levels (AL)

Minimum Assessment (Min-AL): Perform all of the following:

- Monitor PCA if in effect.
- Verify SI&A data was submitted to the FHWA NBI and verify any issues identified were resolved in the specified timeframe.
- Assess based on previous review results and reviewer's knowledge and awareness of State's program.

Intermediate Assessment (Int-AL): In addition to the Min-AL:

- Assess how State is able to determine if bridge SI&A data is updated in the 90/180 day timeframes through interview or review of procedures.
- Randomly sample bridges using Int-AL criteria to verify bridge SI&A data is updated in the 90/180 day timeframes.

In-Depth Assessment (InD-AL): Perform one of the following:

- Division InD-AL – In addition to the Int-AL, develop guidelines for review, with concurrence from BSE, and conduct in accordance with guidelines.
- National InD-AL – Conduct in accordance with established national direction and guidelines.

General: The 90/180 day requirement for updating SI&A data refers to data entered into the State inventory. Updated SI&A data should be available in a central location for submittal to FHWA upon request. The 90/180 day timeframe starts at the completion of the specific activity (inspection, load rating, etc.). Local agencies must submit the SI&A data changes to the State within 180 days of the completion of the activity.

Population: To refine the scope of review of the updates to the NBI, review bridges for the entire State that are open to traffic, and have been inspected since January 1 of the previous calendar year, for all inspection types, bridge modification types, and capacity status.

Compliance levels: If SI&A data is submitted to the FHWA NBI beyond the requested date but within 10 work days of the requested date, this is considered SC. Further, if errors in the data prevent FHWA from accepting that data, but those errors are resolved within 15 work days after FHWA notifies the State of those errors, this is also considered SC. Track the submittal and re-submittal dates from the State to determine if this timeline is met.

If bridge records or State policy/procedures do not have a process to verify that SI&A data is updated in the State inventory within 90/180 days, notify the PM of the finding in writing, and assess the metric as SC.

At the Int-AL, for the random sample, the metric is assessed on a 'per bridge' basis. If all SI&A data for the bridge is updated in the 90/180 day timeframes, then the bridge is a positive data point toward compliance. Conversely, if one or more SI&A data items for the bridge are not updated in the 90/180 day timeframes, then the bridge is a negative data point.

Assessment levels: As identified in the Annual Call for Update of the National Bridge Inventory memorandum, a State should run the error check on UPACS and address any errors prior to submittal of the data. Alternatively, an internet version of this error check, *NBI Submittal File Check*, is available on FHWA's Website at <http://www.fhwa.dot.gov/bridge/nbi.htm>.

If an unusual circumstance arises and the State requests a time extension beyond the identified submittal date, the Division must coordinate with the NBI Engineer in the FHWA Office of Bridges and Structures to determine if a time extension is acceptable and to establish a revised submittal date.

Compliance with the 90/180 day timeframes – at the Int-AL, *assess how State is able to determine if bridge SI&A data is updated in the 90/180 day timeframes* by determining if the State has the ability to verify that data is being updated into the State inventory within 90/180 days of inspection, modification, or changes in load restrictions. Verify this by interviewing the person responsible for managing the data or reviewing the relevant procedures.

Background/ changes for PY 2018: *This metric has been updated to assess whether the SI&A data is submitted to the FHWA NBI in a timely manner through a random sample, instead of assessing the data from those bridges found as overdue in the frequency metrics.*

CITY OF BEACHWOOD

INTER-OFFICE COMMUNICATION

TO: Martin Horwitz, Mayor
FROM: Steven Holtzman, Chief of Fire/Rescue
DATE: 8/22/2019
SUBJECT: An Ordinance authorizing the Mayor to purchase one (-1-) Fire Engine for the City of Beachwood, Ohio Fire & Rescue Department from Finley Fire Equipment Co., under the State of Ohio Term Schedule Contract No. 800721, waiving competitive bidding; and declaring this to be an urgent measure

Mayor,

The Fire Department needs to replace our current aging Fire Engine #1012. Following our research, we would like to purchase a Pierce Impel Fire Engine at a cost of \$593,336.00. This price is without equipment to outfit this vehicle and will be done as separate Legislation.

INTRODUCED BY:

ORDINANCE NO. 2019-103

AN ORDINANCE AUTHORIZING THE MAYOR TO PURCHASE ONE (-1-) FIRE ENGINE FOR THE CITY OF BEACHWOOD, OHIO FIRE & RESCUE DEPARTMENT FROM FINLEY FIRE EQUIPMENT CO., UNDER THE STATE OF OHIO TERM SCHEDULE CONTRACT NO. 800721, WAIVING COMPETITIVE BIDDING; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Fire Chief is recommending the purchase of one (-1-) Fire Engine under the State of Ohio Term Schedule Contract No. 800721; and

WHEREAS, this item was previously budgeted for fiscal year 2019, January 1, 2019 to December 31, 2019, inclusive; and

WHEREAS, the City received a quotation from Finley Fire Equipment Co., Inc. for the purchase of one (-1-) 2019 Fire Engine in an amount not to exceed Five Hundred Ninety Three Thousand Three Hundred Thirty Six Dollars and No Cents (\$593,336.00).

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

Section 1: The Mayor is hereby authorized and directed to purchase one (-1-) Fire Engine from Finley Fire Equipment Co., under the State of Ohio Term Schedule Contract No. 800721 in an amount not to exceed Five Hundred Ninety-Three Thousand Three Hundred Thirty-Six Dollars and No Cents (\$593,336.00), and waive competitive bidding.

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 of Beachwood.

Section 3: This Ordinance is hereby declared an urgent measure immediately necessary for the preservation of the public peace, health or safety or the efficient operation of the City, and for the further reason that it is necessary to purchase the Fire Truck at the earliest time in order that the City has the ability to continue to provide safe and reliable service to 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 take effect and be in force from and after the earliest date permitted by law

Attest: I hereby certify that this legislation was duly adopted on the 3rd day of September, 2019 and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 4th day of September, 2019.

Clerk

Approval: I have approved this legislation this 4th day of September 2019, and filed it with the Clerk.

Mayor



Proposal Option List

7/29/2019

Customer: Beachwood Fire Department
Representative Svette, Mark
Organization: Finley Fire Equipment Co, Inc
Requirements Manager:
Description: BEACHWOOD IMPEL
Body: Pumper, Long, Aluminum, 2nd Gen
Chassis: Impel Chassis, 2010

Bid Number: 226
Job Number:
Number of Units: 1
Bid Date: 05/27/2019
Stock Number:
Price Level: 38 (Current: 38)

Line	Option	Type	Option Description	Qty
1	0766611		Boiler Plates, Pumper Fire Department/Customer - BEACHWOOD FD Operating/In conjunction W-Service Center - In Conjunction Miles - 100 Miles Number of Fire Dept/Municipalities - 2 Bidder/Sales Organization - Finley Fire Equipment Delivery - Delivery representative Dealership/Sales Organization, Service - Finley Fire Equipment	1
2	0661794		Single Source Compliance	1
3	0584456		Manufacture Location, Appleton, Wisconsin	1
4	0584452		RFP Location: Appleton, Wisconsin	1
5	0588609		Vehicle Destination, US	1
6	0610784		Comply NFPA 1901 Changes Effective Jan 1, 2016, With Exceptions	1
7	0533347		Pumper/Pumper with Aerial Device Fire Apparatus	1
8	0588611		Vehicle Certification, Pumper	1
9	0661778		Agency, Apparatus Certification, Pumper/Tanker, U.L.	1
10	0620355		Consortium, State of Ohio	1
11	0537375		Unit of Measure, US Gallons	1
12	0529326		Bid Bond, 10%, Pierce Built Chassis	1
13	0540326		Performance Bond, Not Requested	1
14	0000007		Approval Drawing	1
15	0002928		Electrical Diagrams	1
16	0597579		Impel Chassis, 2010	1
17	0000110		Wheelbase	1
			Wheelbase - 234.50	
18	0000070		GVW Rating	1
			GVW rating - 43,500	
19	0000203		Frame Rails, 13.38 x 3.50 x .375, Qtm/AXT/Imp/Vel/DCF	1
20	0756525		Frame Liner, Internal "C" 12.50" x 3.00" x .25", XT/Vel/Imp, Full Length, 56"Qv	1
21	0643028		Axle, Front, Dana D-2000F, 19,500 lb, w/o assist	1
22	0122218		Suspension, Front, Standens, Taper Leaf, 19,500 lb, Imp/Vel	1
23	0000319		Shock Absorbers on Front Axle, Qtm/AXT/Imp/Vel	1
24	0000322		Oil Seals, Front Axle	1
25	0594821		Tires, Front, Goodyear, G296 MSA, 425/65R22.50, 20 ply	1
26	0019611		Wheels, Front, Alcoa, 22.50" x 12.25", Aluminum, Hub Pilot	1
27	0698643		Axle, Rear, Dana S23-190, 24,000 lb	1
28	0544253		Top Speed of Vehicle, 68 MPH	1
29	0122076		Suspen, Rear, Standens, Spring, 24,000 lb, Imp/Vel/Dash CF	1
30	0000485		Oil Seals, Rear Axle	1
31	0587216		Tires, Rear, Goodyear, G622 RSD, 12R22.50, 16 ply, Single	1
32	0019625		Wheels, Rear, Alcoa, 22.50" x 8.25", Aluminum, Hub Pilot, Single	1
33	0568081		Tire Balancing, Counteract Beads	1
34	0620570		Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Single Axle	1
			Qty, Tire Pressure Ind - 6	
35	0003245		Axle Hub Covers w/center hole, S/S, Front Axle	1
36	0057936		Covers, Lug Nut, Chrome	1
37	0002045		Mud Flaps, w/logo front & rear	1
38	0544802		Chocks, Wheel, SAC-44-E, Folding	1
			Qty, Pair - 01	
39	0544806		Mounting Brackets, Chocks, SAC-44-E, Folding, Horizontal	1
			Qty, Pair - 01	

Line	Option	Type	Option Description	Qty
39			Location, Wheel Chocks - Left Side Rear Tire, Forward and Rearward	
40	0010670		ABS Wabco Brake System, Single rear axle	1
41	0690932		Brakes, Bendix, ADB22X, 17" Disc, Front	1
42	0581433		Brakes, Bendix, Cam, Rear, 16.50 x 7.00"	1
43	0020784		Air Compressor, Brake, Cummins/Wabco 18.7 CFM	1
44	0000785		Brake Reservoirs, Three	1
45	0568012		Air Dryer, Wabco System Saver 1200, Heater, 2010	1
46	0000790		Brake Lines, Nylon	1
47	0000854		Air Inlet, w/Disconnect Coupling	1
			Location, Air Coupling(s) - a) DS Step Well, Forward	
			Qty, Air Coupling (s) - 1	
48	0795325		Engine, Cummins L9, 450 hp, 1250 lb-ft, W/OBD, EPA 2017, Imp/Vel	1
49	0001244		High Idle w/Electronic Engine, Custom	1
50	0687994		Engine Brake, Jacobs Compression Brake, Cummins Engine	1
			Switch, Engine Brake - e) ISC/ISM/ISL9/ISX Hi Med Lo	
51	0552334		Clutch, Fan, Air Actuated, Horton Drive Master	1
52	0123135		Air Intake, w/Ember separator, Imp/Vel	1
53	0794761		Exhaust System, 4", 2017 L9 Engine, Horizontal, Right Side	1
54	0787999		Radiator, Impel/Velocitey	1
55	0511425		Cooling Hoses, Rubber	1
56	0697882		Fuel Tank, 65 Gallon, Left Side Fill, Stainless Steel	1
			Finish, Fuel Tank - Unpainted	
57	0001129		Lines, Fuel	1
58	0582182		DEF Tank, 4.5 Gallon, DS Fill, Rear of Rear Axle, Common Door	1
			Door, Material & Finish, DEF Tank - Polished Stainless	
59	0552793		Not Required, Fuel Priming Pump	1
60	0582243		Shutoff Valves, Fuel Line @ Primary Filter, Cummins	1
61	0699437		Cooler, Chassis Fuel, Not Req'd.	1
62	0690880		No Selection Required From This Category	1
63	0642572		Trans, Allison 5th Gen, 3000 EVS P, w/Prognostics, Imp/Vel/DCF/SFR/Enf	1
64	0625329		Transmission, Shifter, 5-Spd, Push Button, 3000 EVS	1
65	0684459		Transmission Oil Cooler, Modine, External	1
66	0001370		Driveline, Spicer 1710	1
67	0669989		Steering, Ross TAS-85 w/tilt, Eaton Pump, w/ Cooler	1
68	0001544		Not Required, Steering Assist Cylinder on Front Axle	1
69	0509229		Steering Wheel, 2 Spoke	1
70	0690274		Logo/Emblem, on Dash	1
			Text, Row (1) One - BEACHWOOD	
			Text, Row (2) Two - FIRE	
			Text, Row (3) Three - DEPARTMENT	
71	0648937		Bumper, 19" Extended, Steel Painted, Notch for Siren, Imp/Vel	1
72	0616492		Tray, Hose, Center, 19" Bumper, Outside Air Horns, Imp/Vel	1
			Grating, Bumper extension - Grating, Rubber	
			Capacity, Bumper Tray - 21) 150' of 1.75"	
73	0633479		Hose Restraint, Bumper Tray, Velcro Straps, Pair	1
			Qty, Pair - 01	
74	0510226		Lift & Tow Package, Imp/Vel, AXT, Dash CF	1
75	0522573		Tow Hooks Not Required, Due to Lift and Tow Package	1
76	0558109		Notch, Front For Recessing Of Q2B, Painted Bumper	1
			Location - RIGHT SIDE	
77	0647252		Cab, Impel FR, 8410 Raised Roof	1
78	0668309		Engine Tunnel, ISL and DD13, Impel/Velocitey FR	1
79	0677478		Rear Wall, Exterior, Cab, Aluminum Treadplate	1
80	0122466		Cab Lift, Elec/Hyd, w/Manual Override, Imp/Vel	1
81	0123175		Grille, Painted, Front of Cab, Impel	1
82	0002224		Scuffplates, S/S At Cab Door Jambs, 4-Door Cab	1
			Material Trim/Scuffplate - c) S/S, Polished	
83	0527034		Trim, S/S Band, Across Cab Face, Rect Lights, Impel	1
			Material Trim/Scuffplate - c) S/S, Polished	
			Turnsignal Covers - Polished S/S Covers	
84	0087357		Molding, Chrome on Side of Cab	1
85	0521669		Mirrors, Retractable, West Coast Style, Htd/Rmt, w/Htd/Rmt Convex	1

Line	Option	Type	Option Description	Qty
86	0667920		Door, Full Height, Impel FR 4-Door Cab, Raised Roof	1
			Key Model, Cab Doors - 751	
87	0655511		Door Panel, Brushed Stainless Steel, Impel/Velocity 4-Door Cab	1
88	0667905		Storage Pockets w/ Elastic Cover, Recessed, Impel/Velocity FR	1
89	0667902		Controls, Electric Windows, All Cab Doors, Impel/Velocity FR	1
90	0555485		Steps, 4-Door Full Tilt Cab, Imp/Vel	1
91	0770194		Handrail, Exterior, Knurled, Alum, 4-Door Cab	1
92	0509649		Lights, Cab and Crew Cab Access Steps, P25, LED w/Bezel, 1Lt Per Step	1
93	0002140		Fenders, S/S on Cab	1
94	0592071		No Windows, Side of Crew Cab, Vel/Imp	1
95	0568605		Not Required, Interior Trim, No Cab Side Windows	1
96	0012090		Not Required, Windows, Front/Side of raised roof	1
97	0603142		Windows, Rear CC, (2) 11.25" x 18", Impel	1
98	0553197		Not Required, Trim, Cab Rear Windows, Impel	1
99	0762504	SP	Compt, Storage, 23.50 W x 30 H x 20.50 D, (1) Ea Side C/C,Dbl Pan,84" Imp/Vel	1
			Light, Aux Cab Compartments - Pierce, Striker Side	
			Finish, Exterior Cab Compt - D/A Finish	
			Door, Cab Exterior Cabinet - Double Pan, (2), Non-Locking	
			Door, Exterior Stop - 2-Bumper	
100	0633170	SP	Roof, Line-X	1
			Color, Line-X, Per Item - d) red	
101	0748680		Cab Interior, Vinyl, Painted Walls, Imp/Vel FR, CARE	1
			Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray	
			Cab Interior Rear Wall Material - Painted Aluminum	
102	0667943		Cab Interior, Paint Color, Impel/Velocity FR	1
			Color, Cab Interior Paint - i) fire smoke gray	
103	0052101		Floor, Alum Cab & Crew Cab, AXT/Imp/Vel/Dash CF, CARE	1
104	0667936		Heater/defroster, Dual Zone Control, Impel/Velocity FR	1
105	0603347		Air Conditioning, Dual Zone Control, Impel/Velocity FR	1
			Paint Color, A/C Condenser - Painted by OEM	
106	0639675		Sun Visor, Smoked Lexan, AXT, Dash CF, Imp/Vel, Saber FR/Enforcer	1
			Sun Visor Retention - Thumb Latch	
107	0543257		Grab Handles, Driver Door Post & Passenger Dash Panel, Imp/Vel	1
108	0583938		Lights, Engine Compt, Custom, Auto Sw, WIn 3SC0CDCR, 3" LED, Trim	1
			Qty, - 01	
109	0122516		Fluid Check Access, Imp/Vel	1
110	0002508		Map Box, 3 Bin/30 deg Slant, Custom Chassis	1
			Qty, - 1	
			Location, Map Box/Straps - Final Inspection	
111	0583039		Not Required, Side Roll and Frontal Impact Protection	1
112	0622619		Seating Capacity, 4 Seats	1
113	0697009		Seat, Driver, Pierce PS6, Base, Air Ride, High Back	1
114	0122118		Seat, Officer, Pierce PS6, Base, SCBA	1
115	0510037		Radio Compartment, Below Officer Seat, Imp/Vel	1
116	0763843	SP	Cabinet, Rear Facing, LS, 24 W x 53 H x 30.5 D, 2 Sect, Keypad, Ext Acc, Imp/Vel	1
			Location - TBD BY CUSTOMER	
			Light, Short Cabinet - Pierce, Exterior, Left Side and Pierce, Exterior,	
			Right Side	
			Scuffplate, Door Pan, Material/Finish - S/S, Polished	
			Material Finish, Shelf - Brushed	
			Shelf/Tray, Cabinet - (1) Shelf, Adjustable, 0.75" Up-Turned Lip	
			Door, Cab Exterior Cabinet - Double Pan, Non-Locking	
			Door, Exterior Stop - Bumper	
			Door, Cab Interior Cabinet - Rollup, ROM Series IV, White, Non-Locking	
			Louvers, Cabinet - 0-No Louvers	
117	0102783		Not Required, Seat, Rr Facing C/C, Center	1
118	0767510		Cabinet, Rear Facing, RS, 21.5 W x 40.5 H x 26.5 D, Web, Ext Acc, Imp/Vel	1
			Type of fastener - 1" side release	
			Restraint Location - Inboard	
			Light, Short Cabinet - Pierce, Exterior, Left Side and Pierce, Interior, Left	
			Side	
			Scuffplate, Door Pan, Material/Finish - S/S, Polished	
			Material Finish, Shelf - Brushed	

Line	Option	Type	Option Description	Qty
118			Shelf/Tray, Cabinet - (2) Shelves, Adjustable, 0.75" Up-Turned Lip Door, Cab Exterior Cabinet - Double Pan, Non-Locking Door, Exterior Stop - Bumper Louvers, Cabinet - 0-No Louvers	
119	0108189		Not Required, Seat, Forward Facing C/C, DS Outboard	1
120	0123167		Seat, Forward Facing C/C, Center, (2) Pierce PS6, Premium, SCBA	1
121	0108190		Not Required, Seat, Forward Facing C/C, PS Outboard	1
122	0766007	SP	Cabinet, Rear Facing, Top Eng Tnl, 36 W x 16 H x 17 D, Web, Imp/Vel FR Type of fastener - 1" side release Restraint Location - Top (towards roof of truck) Light, Short Cabinet - Pierce, Interior, Horizontal Material Finish, Shelf - Brushed Shelf/Tray, Cabinet - (1) Shelf, Adjustable, 0.75" Up-Turned Lip Louvers, Cabinet - 0-No Louvers	1
123	0566653		Upholstery, Seats In Cab, Turnout Tuff Color, Cab Interior Vinyl/Fabric - c) Black	1
124	0543991		Bracket, Air Bottle, Hands-Free II, Cab Seats Qty, - 03	3
125	0603867		Seat Belt, ReadyReach Seat Belt Color - Red	1
126	0604867		Seat Belt Height Adjustment, 4 Seats, Imp/Vel, Dash CF	1
127	0602464		Helmet Storage, Provided by Fire Department, NFPA 2016	1
128	0647644		Lights, Dome, FRP Dual LED 6 Lts Color, Dome Lt - Red & White Color, Dome Lt Bzl - Black Control, Dome Lt White - Door Switches Control, Dome Lt Color - Lens Switch	1
129	0631779		Light, Map, Overhead, Round Halogen, AXT/Imp/Vel/Dash CF, Hawk EX 12vdc power from - Battery switched	1
130	0602637		Portable Hand Light, Provided by Fire Dept, Pumper NFPA 2016 Classification	1
131	0544513		Spotlight, Handheld Cab, Novatech, Nitehawk 2000-101 Location, Lights - TBD BY CUSTOMER Qty, spotlights - 1 Wiring, hard wire/plug - a)hard wire direct	1
132	0594554		Cab Instruments, Blk Gags, Blk Bez, Impel 2010	1
133	0509511		Air Restriction Indicator, Imp/Vel, AXT, Dash CF, Enf MUX	1
134	0543751		Light, Do Not Move Apparatus Alarm, Do Not Move Truck - Pulsing Alarm	1
135	0614619		Messages, Open Door/Do Not Move Truck, MUX w/LCD Gauge Cluster Only	1
136	0611681		Switching, Cab, Membrane, Impel/Veloc/Quantum, Dash CF, AXT WiFi MUX Location, Emerg Sw Pnls - Driver's Side Overhead	1
137	0555915		Wiper Control, 2-Speed with Intermittent, MUX, Impel/Veloc	1
138	0548004		Wiring, Spare, 15 A 12V DC 1st Qty, - 02 12vdc power from - Battery direct Wire termination - Butt Splice Location, Spare Wiring - Officer Dash	2
139	0511422		Vehicle Information Center, LCD On Gauge Cluster Only System Of Measurement - US Customary	1
140	0610240		Vehicle Data Recorder w/Seat Belt Monitor	1
141	0663247		Intercom, Firecom 5100D Single Radio, 4-Pos, D,O,2C Location - TBD BY CUSTOMER Location, Intercom, C Cab - 2) 2 forward facing seats	1
142	0006240		Cable, Radio to Intercom Interface, Firecom, 1 Radio Radio, First Two-Way Make - Radio, First, Two-Way Model -	1
143	0681413		Headset, Firecom, FH-51 Over Head, Radio Transmit Qty, - 02 Location, Headset - Driver Seat and Officer Seat	2
144	0681396		Headset, Firecom, FH-52 Over Head, Intercom Only Qty, - 02 Location, Headset - Center Crew Cab Seat	2

Line	Option	Type	Option Description	Qty
145	0681408		Hangers For Headsets, NFPA, Each	4
			Qty, - 04	
			Location, Headset Hangers - Driver Seat, Officer Seat and Rear, Center, Fwrdr Fcng Seat	
146	0696439		Antenna Mount, Custom Chassis, Cable Routed to Instrument Panel Area	1
			Qty, - 01	
			Location, Antenna Mount - Right Side	
147	0615106		Pierce Command Zone, Advanced Electronics & Control System, Impel, WiFi	1
148	0624255		Electrical System, Impel	1
149	0079166		Batteries, (4) Exide Grp 31, 950 CCA ea, Threaded Stud	1
150	0008621		Battery System, Single Start, All Custom Chassis	1
151	0199517		Battery Compartment, Stainless Steel, Imp/Vel	1
			Material Finish - Unpainted	
152	0614406		Charger, Sngl Sys, IOTA, DSL-75, 75 Amp, Kussmaul 091-94-12 Ind, AXT/DCF/Vel/Imp	1
153	0012782		Location, Charger, Front Left Side Body Compartment	1
			Location, Battery Chrgr/Cmpr - High On Left Wall	
154	0531403		Location, Bat Chrg Ind, Driver's Seat with Bracket	1
155	0016857		Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super	1
			Qty, - 01	
			Color, Kussmaul Cover - b) red	
			Shoreline Connection - Battery Charger	
156	0026800		Shoreline Location	1
			Location, Shoreline(s) - DS Cab Side	
157	0697582		Cover, Protection Over Battery, Brushed Stainless Steel	1
158	0647728		Alternator, 430 amp, Delco Remy 55SI	1
159	0092582		Load Manager/Sequencer, MUX	1
			Enable/Disable Hi-Idle - e)High Idle enable	
160	0648716		Headlights, Rectangular Halogen, Imp/Vel	1
161	0648425		Light, Directional, Wln 600 Cmb, Cab Crn, Imp/Vel/AXT/Qtm/DCF	1
			Color, Lens, LED's - m)match LED's	
162	0620054		Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	1
163	0648074		Lights, Clearance/Marker/ID, Front, P25 LED 7 Lts	1
164	0627282		Lights, Clearance/Marker/ID, Rear, FRP LED Bar & P25 LED 4Lts	1
165	0564683		Lights, Tail, Wln M6BTT* Red LED Stop/Tail & M6T* Amber LED Dir Arw For Hsg	1
			Color, Lens - Colored	
166	0561471		Lights, Backup, Wln M6BUW, LED, For Tail Lt Housing	1
167	0664481		Bracket, License Plate & Light, P25 LED	1
168	0556842		Bezels, Wln, (2) M6 Chrome Pierce, For mtg (4) Wln M6 lights	1
169	0589905		Alarm, Back-up Warning, PRECO 1040	1
170	0769420		Lights, Perimeter Cab, Amdor AY-LB-12HW020 LED 4Dr	1
			Z location -	
171	0769557		Lights, Perimeter Pump House, Amdor AY-LB-12HW0** LED 4lts	1
172	0770056		Lights, Perimeter Body, Amdor AY-LB-12HW020 LED 2lts, Rear Step	1
			Control, Perimeter Lts - Parking Brake Applied	
173	0556360		Lights, Step, P25 LED 4lts, Pump Pnl Sw	1
174	0684813		Light, Akron, 12V SceneStar ELSS-XLDC-W-TM, LED, Pull Up, Top Mount 1st	2
			Location, Lights - PS AND DS OUTBOARD ON TOP OF PUMP HOUSE	
			Qty, - 02	
			To Do Not Move Truck Lt - c) Connected to Lt	
			Switch, Lt Control 1 DC,1 - e) Pump Operators Panel	
			Switch, Lt Control 2 DC,2 - e) No Control	
			Switch, Lt Control 3 DC,3 - d) No Control	
			Switch, Lt Control 4 DC,4 - d) No Control	
175	0792512		Light, Roof Mt, HiViz LED, FT-B-X-72-*, Cnt Feature, Mux	1
			Control, Scene Lts - Cab Sw Panel DS and Cab Sw Panel PS	
			Control, Scene Lts - Cab Sw Panel DS and Cab Sw Panel PS	
			Color, Lt Housing HiViz - Black	
			Scene Light Optics - Flood/Spot	
176	0689891		Lights, Deck, Wln (2) PFBP12C LED Rear Flood Lights	1
			Switch, Scene Lt Cntrl - h)switch at rear	
177	0645676		Lights, Not Required, Hose Bed, Deck Lights At Rear	1
178	0645681		Lights, Not Required, Rear Work, Deck Lights At Rear	1

Line	Option	Type	Option Description	Qty
179	0709438		Light, Walking Surf, FRP Flood, LED	1
180	0060016		Pumper, Long, Aluminum, 2nd Gen	1
181	0554271		Body Skirt Height, 20"	1
182	0053453		Tank, Water, 1000 Gallon, Poly, Pumper Long, Full Depth Compartments	1
183	0003405		Overflow, 4.00" Water Tank, Poly	1
184	0028107		Not Required, Foam Cell Modification	1
185	0635329		Modified Poly Tank & Cradle, Ext'd To Rear, Pumper	1
186	0066439		Modified Poly Tank, Thru-Tunnel for Ladder Storage, Pumper/Aerial	1
187	0698775		Tank Cradle, Stainless Steel, Pumper	1
188	0633066		Sleeve, Through Tank	1
			Qty, Sleeve - 1	
			Water Tank Sleeve - Plumbing/Hydraulic Diameter - 3" Plumbing	
189	0553729		Not Required, Restraint, Water Tank, Heavy Duty	1
190	0003429		Not Required, Direct Tank Fill	1
191	0003424		Not Required, Dump Valve	1
192	0048710		Not Required, Jet Assist	1
193	0030007		Not Required, Dump Valve Chute	1
194	0514778		Not Required, Switch, Tank Dump Master	1
195	0126633		Hose Bed, Aluminum, Pumper	1
196	0627877		Hose Bed Capacity, 1000' of 5.00", 1000' of 3.00"	1
197	0003488		Divider, Hose Bed, Unpainted	2
			Qty, Hosebed Dividers - 2	
198	0753716	SP	Hose Restraint, Hose Bed, Vinyl Top and 2" Heavy Nylon Web Rear, Velcro w/Pull	1
			Color, Vinyl Cover - a) red	
			Type of fastener - Quarter Turn - Sides of Hosebed	
			Nylon Web Color - Red	
			Type of fastener, Front - Velcro - Front Hosebed	
199	0013512		Running Boards, 12.75" Deep	1
200	0681766		Tailboard, 16" Deep, Full Width, Extended Substructure, Angled Corners	1
201	0690027		Wall, Rear, Smooth Aluminum/Body Material, Flush Rear Wall	1
202	0003531		Tow Bar, Under Tailboard	1
203	0003561		Construction, Compt, Alum, Pumper	1
204	0594011		LS 171" Rollup, Full Height & Depth Front & Rear	1
205	0594008		RS 171" Rollup, Full Height & Depth Front & Rear	1
206	0796649		Doors, Rollup, ROM Series IV, Side Compartments	6
			Qty, Door Accessory - 06	
			Color, Roll-up Door - ROM Series IV Painted to Match Lower Body	
			Latch, Roll-up Door - Non-Locking Liftbar	
207	0098470		Compt, Flush Rear, Rollup, 30.75" FF, 25.88" D	1
208	0791760		Door, ROM Series IV, Rollup, Rear Compartment	1
			Color, Roll-up Door - ROM Series IV Painted to Match Lower Body	
			Latch, Roll-up Door - Non-Locking Liftbar	
209	0554995		No Body Modification Required	1
210	0625184		Guard, Drip Pan, S/S, Rollup Door, Pumper	7
			Qty, Door Accessory - 07	
			Location, Door Guard/Drip Pan - LS1, LS2, LS3, RS1, RS2, RS3 and B1	
211	0605389		Elastic Pull Strap for Rollup Doors, Orange 18.00" long	2
			Qty, Door Accessory - 02	
			Location, Door Accessory - LS2 AND RS2	
212	0669831		Elastic Pull Strap for Rollup Doors, Orange 32.00" long	4
			Qty, Door Accessory - 04	
			Location, Door Accessory - LS 1	
			LS 3	
			RS 1	
			RS 3	
213	0616670		Lights, Compt, Pierce LED, Dual Light Strips, Each Side of Door, Pumper/Tanker	7
			Qty, - 07	
			Location, Compartment Lights - All Body Compts	
214	0693978	SP	171" Hatch, 21" Width, (2) Lift-up, 19" Step Area, Pumper	2
			Location, Hatch Compt - Both Sides	
			Qty, Hatch Compt - 2	
215	0687135		Shelf Tracks, Unpainted	7
			Qty, Shelf Track - 07	

Line	Option	Type	Option Description	Qty
215			Location, Shelf Track - LS1, LS2, LS3, RS1, RS2, RS3 and B1	
216	0600350		Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations	10
			Qty, Shelf - 10	
			Material Finish, Shelf - Brushed	
217	0647091		Location, Shelves/Trays, Predefined - .Location To Be Determined	
			Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides	3
			Qty, - 03	
			Location, Tray Slide-Out, Floor Mounted - RS1, LS1 and B1	
			Material Finish, Tray - Brushed	
218	0540317		Toolboard, Swing-out, Alum, .188", Peg Board	2
			Qty - 2	
			Location, Pivot - Back	
			Mounting, Toolboard - Stationary	
			Hole Diameter, Pegboard/Toolboard - .281" diameter	
			Finish, Pegboard/Toolboard - Brushed Finish	
			Location, Toolboard - LS2 and RS2	
219	0709346		Toolboard, Slide-out, Alum, .188", Peg Board, Predefined Locations	2
			Qty, - 02	
			Mounting, Toolboard - Adjustable side-side	
			Hole Diameter, Pegboard/Toolboard - .281" diameter	
			Finish, Pegboard/Toolboard - Brushed Finish	
			Location, Partition/Toolboard, Predefined - .Location To Be Determined	
220	0024016		Rub Rail, Aluminum Extruded, Side & Rear of Body	1
221	0784811		Fender Crowns, Rear, Stainless, w/Removable Liner	1
			Material Finish, Fender Liner - Painted	
222	0519849		Not Required, Hose, Hard Suction	1
223	0625546		Handrails, Top Mount Pump Panel, Per Print	1
224	0004126		Handrails, Beavertail, Standard	1
225	0004146		Handrail, Rear, Below Hose Bed, Full Width	1
226	0657522		Compt, Air Bottle, Triple, Fender Panel	3
			Qty, Air Bottle Comp - 3	
			Door Finish, Fender Compt - Polished	
			Location, Fender Compt - Triple - LS Fwd, Triple - RS Fwd and Triple - RS Rear	
			Latch, Air Bottle Compt - Flush Lift & Turn	
			Insert, Air Bottle Compt - Rubber Matting	
227	0004225		Ladder, 24' Duo-Safety 900A 2-Section	1
228	0004230		Ladder, 14' Duo-Safety 775A Roof	1
229	0753554	SP	Ladder Storage, Thru-Tunnel, Horizontal, Banked, Enclosed, Pumper	1
			Door, Material & Finish, Ladder Storage - a) aluminum treadplate	
			Latch, Door Ladder Storage - D-Handle latch	
			Door Type - drop down with rubber bumpers	
230	0014245		Ladder, 10' Duo-Safety Folding 585A, w/Mounting	1
			Location, Folding Ladder - Ladder Compartment	
231	0602877		Pike Pole, Pumper, Provided by Fire Department, NFPA 2016	1
			Pike Pole Make/Model - Duo-Safety 10' Pike Pole	
232	0602875		Pike Pole, 6', Pumper, Provided by Fire Department, NFPA 2016	1
			Pike Pole Make/Model - Duo-Safety 6' Pike Pole	
233	0693785		Compt, (2) Pike, (1) Fold Ladder, Thru Side Compts, Drop Down Door	1
			Location - TBD BY CUSTOMER	
			Door, Material & Finish, Storage - Aluminum Treaplate	
234	0024388		No Steps Required, Front Of Body	1
235	0546384		Ladder, Top Access, Alum, RH Rear, PUC style, Pumper/Tanker	1
236	0014441		Pump, Hale, QMAX-150, 1500 GPM, Single Stage	1
237	0014481		Seal, Graphite Packing Glands, Hale	1
238	0014477		Trans, Pump, Hale, Gear	1
239	0635600		Pumping Mode, Stationary Only	1
240	0604308		Pump Shift, Air w/o Manual Override, Split Shaft, Interlocked, Hale	1
241	0003148		Transmission Lock-up, EVS	1
242	0004547		Auxiliary Cooling System	1
243	0014486		Not Required, Transfer Valve, Stage Pump	1
244	0777622		Valve, Relief Intake, Elkhart, w/Pressure Features	1
			Pressure Setting - 125 psig	

Line	Option	Type	Option Description	Qty
245	0794959		Controller, Pressure, Pierce, Pump Boss, PBA300	1
246	0072153		Primer, Trident, Air Prime, Air Operated	1
247	0780364		Manuals, Pump, (2) Total, Electronic Copies	1
248	0602512		Plumbing, Stainless Steel and Hose, Single Stage Pump, Control Zone	1
249	0089437		Plumbing Without Foam System	1
250	0004645		Inlets, 6.00" - 1250 GPM or Larger Pump	1
251	0004646		Cap, Main Pump Inlet, Long Handle, NST, VLH	1
252	0755852		Valve, Ball Intake, TFT, AX Series	2
			Location - 1 EACH SIDE	
			Qty - 2	
			Hand Wheel Shaft - Standard	
			Connection, Inlet, Side B - 3ST (5.0" Swivel Storz) with a cap	
			Connection, Outlet, Side A - NX (6.0" Threaded Swivel)	
253	0084610		Valves, Akron 8000 series- All	1
254	0004660		Inlet, Left Side, 2.50"	1
255	0029147		Not Required, Inlet, Right Side	1
256	0004687		Valve, Inlet(s) Recess, Top Mount	1
257	0004710		Control, Inlet, at Top Mount Panel	1
			Qty, Inlets - 1	
258	0092569		No Rear Inlet (Large Dia) Requested	1
259	0092696		Not Required, Cap, Rear Inlet	1
260	0064116		No Rear Inlet Actuation Required	1
261	0009648		No Rear Intake Relief Valve Required on Rear Inlet	1
262	0092568		No Rear Auxiliary Inlet Requested	1
263	0563738		Valve, .75" Bleeder, Aux. Side Inlet, Swing Handle	1
264	0029043		Tank to Pump, (1) 3.00" Valve, 3.00" Plumbing	1
265	0004905		Outlet, Tank Fill, 1.50"	1
266	0004940		Outlet, Left Side, 2.50"	2
			Qty, Discharges - 02	
267	0092570		Not Required, Outlets, Left Side Additional	1
268	0004945		Outlet, Right Side, 2.50"	1
			Qty, Discharges - 01	
269	0092571		Not Required, Outlets, Right Side Additional	1
270	0005047		Outlet, 4" w/4" Right, Handwheel	1
			Valve, Brand - Akron	
271	0649939		Outlet, Front, 1.50" w/2" Plumbing	1
			Fitting, Outlet - 1.50" NST with 90 degree swivel	
			Drain, Front Outlet - Automatic	
			Location, Front, Single - in center bumper tray	
272	0004995		Outlet, Rear, 2.50"	1
			Qty, Discharges - 01	
			Location, Outlet - b) left side	
273	0044930		Outlet, Rear, 2.50", Additional	1
			Location - TBD BY CUSTOMER	
			Qty, Discharges - 01	
274	0092573		Not Required, Outlet, Hose Bed/Running Board Tray	1
275	0752097		Caps/Plugs for 1.00" to 3.00" Discharges/Inlets, Chain	1
276	0563739		Valve, 0.75" Bleeder, Discharges, Swing Handle	1
277	0005091		Elbow, Left Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
278	0035094		Not Required, Elbow, Left Side Outlets, Additional	1
279	0025091		Elbow, Right Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
280	0089584		Not Required, Elbow, Right Side Outlets, Additional	1
281	0045091		Elbow, Rear Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
282	0076593		Elbow, Rear Outlets, 45 Degree, 2.50" FNST x 2.5" MNST, VLH, Additional	1
283	0005097		Elbow, Large Dia Outlet, 30 Deg, 4.00" FNST x 5.00" Storz	1
			Qty, - 01	
284	0062133		Control, Outlets, Manual, Pierce HW if applicable	1
285	0005065		Outlet, 3.00" Deluge Riser	1
286	0543559		Monitor, Akron 3423, No Ground Base	1
			Monitor Finish - Painted by OEM	
287	0046968		Nozzle, Akron 2499, Quad Stacked Tips and 3488 Shaper	1
288	0005070		Deluge Mount, NPT	1

Line	Option	Type	Option Description	Qty
289	0025140		Not Required, 1.50" Crosslays	1
290	0029196		Not Required, 2.50" Crosslay	1
291	0500535		Not Required, Hose Restraint, Crosslay	1
292	0066247		Speed, (2) 1.5" (1) 2.5" w/Poly Tray, Top Mt/Side Cntrl, Std. Cap.	1
293	0752403		Hose Restr, Spdly, 2"Nylon Web, Bottom Anchored	1
			Fastener, Hose Restraint - Stayput Bungee w/ Pull Tab	
294	0044333		Not Required, Foam System	1
295	0012126		Not Required, CAF Compressor	1
296	0552517		Not Required, Refill, Foam Tank	1
297	0042573		Not Required, Foam System Demonstration	1
298	0045465		Not Required, Foam Tanks	1
299	0091110		Not Required, Foam Tank Drain	1
300	0091079		Not Required, Foam Tank #2	1
301	0091112		Not Required, Foam Tank #2 Drain	1
302	0018610		Pump House, Top Mount, 42", w/19" Walkway, Control Zone	1
			Light, Walkway Compt - P25 LED	
			Light, Walkway - P25 LED, 6lts	
			Location, Walkway Lights - Back Of Custom Cab	
303	0032479		Pump Panel Configuration, Control Zone	1
304	0005550		Material, Pump Panels, Top Control Polished Stainless, Sides Polished Stainless	1
305	0035574		Panel, Pump Access - Both Sides	1
306	0510894		Raise Pump House Structure w/4" raised walkway	1
307	0583824		Light, Pump Compt, Wln 3SC0CDCR LED White	1
			Qty, - 01	
308	0586382		Gauges, Engine, Included With Pressure Controller	1
309	0005601		Throttle Included w/ Pressure Controller	1
310	0549333		Indicators, Engine, Included with Pressure Controller	1
311	0005780		Control, Air Horn At Pump Panel w/Button	1
312	0511078		Gauges, 4.00" Master, Class 1, 30"-0-600psi	1
313	0511100		Gauge, 2.00" Pressure, Class 1, 30"-0-400psi	1
314	0062586		Gauge, Water Level, Class 1, Pierce Std	1
315	0680180		Water Level Gauge, Wln 5V*02Z*R LED, Flange, Gr-BI-Amb-Rd, Ver Mnt	2
			Location - CAB SIDES BEHIND REAR DOOR	
			Qty, - 02	
			Activation, Water Level G - pg) pump in gear	
			Color, Lens, LED's - Clear	
316	0006774		Not Required, Foam Level Gauge	1
317	0648885		Light Shield, Top Mt, LED Strip Lights	1
318	0606697		Air Horns, (2) Grover, In Bumper	1
319	0606835		Location, Air Horns, Bumper, Each Side, Outside Frame, Outboard (Pos #1 & #7)	1
320	0036062		Control, Air Horn, Horn Ring, PS Lanyard	1
321	0525667		Siren, Wln 295SLSA1, 100 or 200 Watt	1
322	0510206		Location, Elect Siren, Recessed Overhead In Console	1
			Location, Elec Siren - Overhead, DS Center Sw Pnl	
323	0076156		Control, Elec Siren, Head Only	1
324	0649097		Speaker, (1) Wln, SA315P, w/Pierce Painted Job Color Grille, 100 watt	1
			Connection, Speaker - siren head	
325	0601565		Location, Speaker, Frt Bumper, Recessed, Center (Pos 4)	1
326	0016080		Siren, Federal Q2B	1
327	0006097		Location of Siren, Recessed in Bumper	1
			Location, Siren, Mech - b) right	
328	0026163		Control, Mech Siren, DS & PS Foot Sw	1
329	0606775		Lightbar, Wln, Freedom IV-Q, 72", RRWRRR____RRRWRR	1
			Filter, Whl Freedom Ltbrs - No Filters	
330	0540460		Light, Front Zone, Wln M6*C LED, Clear Lens, 4lts Q Bezel	1
			Color, Lt DS Frnt Outside - DS Front Outside Red	
			Color, Lt PS Frnt Outside - PS Front Outside Red	
			Color, Lt DS Frnt Inside - r) DS Front Inside Red	
			Color, Lt PS Frnt Inside - r) PS Front Inside Red	
331	0653937		Flasher, Headlight Alternating	1
			Headlt flash deactivation - a)w/high beam	

Line	Option	Type	Option Description	Qty
332	0540679		Lights, Side Zone Lower, WIn M6*C LED, Clear Lens 2pr Location, Lights Front Side - b)each side bumper Color, Lt Side Front - Red Color, Lt Side Rear - Red Location, Lights Rear Side - Over Rear Wheels	1
333	0564655		Lights, Rear Zone Lower, WIn M6*C LED, Clear Lens, For Tail Lt Housing Color, Lt DS Rear - r) DS Rear Lt Red Color, Lt PS Rear - r) PS Rear Lt Red	1
334	0088745		Light, Rear Zone Upper, WIn L31HFRN LED Beacon, Red LED Color, Dome, Rear Warning - j) both domes clear	1
335	0006551		Not Required, Lights, Rear Upper Zone Blocking	1
336	0006615		Mtg, Rear Warn Lts, On Top of Compt	1
337	0791528		Light, Traffic Directing, WIn TAL65, 36.00" Long, TACTL5 Activation, Traffic Dir L - Not Connected	1
338	0551728		Location, Traf Dir Lt, Recessed with S/S Trim	1
339	0530282		Location, Traf Dir Lt Controller, Overhead Switch Panel DS Right End	1
340	0780309		Receptacle, 15/20A 120V 3-Pr 3-Wr SB Dup, 4 place, Interior Cab Qty, - 02 Location 1 - TBD BY CUSTOMER AC Power Source - Shoreline Cover, Receptacle - Interior SS Wall Plate(s)	2
341	0779701		Receptacle, 15/20A 120V 3-Pr 3-Wr SB Dup, 4 place, Interior Body Qty, - 04 Location 1 - TBD BY CUSTOMER AC Power Source - Shoreline Cover, Receptacle - Interior SS Wall Plate(s)	4
342	0519934		Not Required, Brand, Hydraulic Tool System	1
343	0649753		Not Required, PTO Driven Hydraulic Tool System	1
344	0007150		Bag of Nuts and Bolts Qty, Bag Nuts and Bolts - 1	1
345	0602516		NFPA Required Loose Equipment, Pumper, NFPA 2016, Provided by Fire Department	1
346	0519913		Not Required, Soft Suction Hose	1
347	0027023		No Strainer Required	1
348	0602538		Extinguisher, Dry Chemical, Pumper NFPA 2016 Class, Provided by Fire Department	1
349	0602360		Extinguisher, 2.5 Gal. Pressurized Water, Pumper NFPA 2016, Provided by Fire Dept	1
350	0602679		Axe, Flathead, Pumper NFPA 2016 Classification, Provided by Fire Department	1
351	0602667		Axe, Pickhead, Pumper NFPA 2016 Classification, Provided by Fire Department	1
352	0559573		Paint, Single Color, Custom Paint Color, Predefined - TBD BY CUSTOMER	1
353	0646901		Paint Chassis Frame Assy, With Liner, E-Coat, Standard Paint Color, Frame Assembly, Predefined - Standard Black	1
354	0693797		No Paint Required, Aluminum Front Wheels	1
355	0693792		No Paint Required, Aluminum Rear Wheels	1
356	0007230		Compartment, Painted, Spatter Gray	1
357	0544129		Reflective Band, 1"-6"-1" Color, Reflect Band - A - a) white Color, Reflect Band - B - l) white Color, Reflect Band - C - w) white	1
358	0510041		Reflective across Cab Face, Imp/Vel	1
359	0536954		Stripe, Chevron, Rear, Diamond Grade, Pumper Color, Rear Chevron DG - fluorescent yellow green	1
360	0065687		Stripe, Reflective, Cab Doors Interior Color, Reflective - a) white	1
361	0027372		Lettering Specifications, (GOLD STAR Process)	1
362	0686428		Lettering, Gold Leaf, 3.00", (41-60) Outline, Lettering - Outline and Shade	1
363	0685998		Lettering, Reflective, 9.00", Each Qty, Lettering - 04 Outline, Lettering - Highlight and Shade	4
364	0765565		Emblem, American Flag Muted, Ptd Cab Grille, All Custom Chassis	1

Line	Option	Type	Option Description	Qty
365	0772003		Manual, Fire Apparatus Parts, USB Flash Drive, Custom Qty, - 01	1
366	0772037		Manual, Chassis Service, USB Flash Drive, Custom Qty, - 01	1
367	0773381		Manual, Chassis Operation, (1) USB Flash Drive, Custom	1
368	0030008		Warranty, Basic, 1 Year, Apparatus, WA0008	1
369	0611136		Warranty, Chassis, 3 Year, Velocity/Impel, WA0284	1
370	0696698		Warranty, Engine, Cummins, 5 Year, WA0181	1
371	0684952		Warranty, Steering Gear, TRW Ross TAS, 1 Year WA0202	1
372	0595767		Warranty, Frame, 50 Year, Velocity/Impel, Dash CF, WA0038	1
373	0610471		Warranty, Axle, Eaton/Dana, 5 Year/100,000 Mile, Parts and Labor	1
374	0610485		Warranty, Axle, Eaton/Dana, 5 Year/100,000 Mile, Parts and Labor	1
375	0652758		Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1
376	0019914		Warranty, Structure, 10 Year, Custom Cab, WA0012	1
377	0595813		Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1
378	0524627		Warranty, Electronics, 5 Year, MUX, WA0014	1
379	0647720		Warranty, Pierce LED Strip Lights, WA0203	1
380	0046369		Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1
381	0685945		Warranty, Transmission Cooler, WA0216	1
382	0688798		Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1
383	0596025		Warranty, Structure, 10 Year, Body, WA0009	1
384	0681118		Warranty, ROM, Roll-up Door, 7 Year, WA0206	1
385	0639211		Warranty, Pump, Hale, 5 Year Parts, 2 Year Labor, WA0248	1
386	0648675		Warranty, 10 Year S/S Pumbing, WA0035	1
387	0641372		Warranty, Foam System, Not Available	1
388	0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
389	0595421		Warranty, Goldstar, 3 Year, Apparatus, WA0018	1
390	0683627		Certification, Vehicle Stability, CD0156	1
391	0608290		Certification, Engine Installation, Imp/Vel, Cummins L9, 2017, CD0152/CD0159	1
392	0686786		Certification, Power Steering, CD0098	1
393	0667418		Certification, Cab Integrity, Impel FR, CD0009	1
394	0548950		Certification, Cab Door Durability, Velocity/Impel, CD0001	1
395	0548967		Certification, Windshield Wiper Durability, Impel/Velocity, CD0005	1
396	0667411		Certification, Electric Window Durability, Velocity/Impel FR, CD0004	1
397	0549273		Certification, Seat Belt Anchors and Mounting, Imp/Vel/Vel SLT, CD0018	1
398	0667416		Certification, Cab Heater and Defroster, Velocity/Impel FR, CD0015	1
399	0667415		Certification, Cab Air Conditioning Performance, Velocity/Impel FR, CD0016	1
400	0545073		Amp Draw Report, NFPA Current Edition	1
401	0002758		Amp Draw, NFPA/ULC Radio Allowance	1
402	0799248		Appleton/Florida BTO	1
403	0000018		PUMPER, 2ND GEN	1
404	0000012		PIERCE CHASSIS	1
405	0004713		ENGINE, OTHER	1
406	0046395		EVS 3000 Series TRANSMISSION	1
407	0020012		HALE PUMP	1
408	0020009		POLY TANK	1
409	0028047		NO FOAM SYSTEM	1
410	0020005		TOP MOUNT	1
411	0020007		AKRON VALVES	1
412	0020015		ABS SYSTEM	1
413	0658751		PUMPER BASE	1

Tax Exempt Lease Purchase

SALES ORGANIZATION:	Finley - Mark	7/26/2019
LESSEE:	Beachwood FD	Contact information:
TYPE OF EQUIPMENT:	One (1) Pierce Impel Pumper	Kim Simon
EQUIPMENT COST:	\$593,336.00	Locator: B4-B230-05-07
CUSTOMER DOWNPAYMENT:	\$0.00	155 East Broad St
TRADE-IN:	\$0.00	Columbus, OH 43215
DELIVERY TIME:	Standard delivery	Ph: (800) 820-9041 ext. 1
PAYMENT MODE:	Annual In Arrears	Fax: (866) 852-3101
FIRST PAYMENT DUE DATE:	1 Year After Lease Commencement	Kim.simon@pnc.com
LEASE COMMENCEMENT DATE:	Upon contract signing with Pierce	

Term	5 years	10 years	15 years
Number of Payments	5 Annual	10 Annual	15 Annual
Payment Amount	\$127,287.20	\$70,724.96	\$52,401.94

NOTE: All lease documents must be fully executed within 14 days of the date of this proposal. Failure to receive completed documents may alter the final payment schedule due to changes in rates and/or discounts.

PERFORMANCE BOND: To utilize the prepay program, a performance bond is required. Said performance bond shall be paid for directly to Pierce Manufacturing or financed by PNC Equipment Finance as part of the transaction

ESCROW FUNDING OPTION: At lease closing, if all of the equipment has not yet been delivered, Lessor will fund an escrow account from which disbursements will be made to the equipment provider(s) upon receipt of a Requisition Request and Certificate of Acceptance from Lessee. Escrow agent will either be Lessor or third-party provider selected by Lessor and approved by Lessee. All escrow earnings will be for the benefit of Lessee. The escrow agent will assess a \$250.00 account set up fee payable at closing.

TYPE OF FINANCING: Tax-exempt Lease Purchase Agreement with a \$1.00 buy out option at end of lease term. Said agreement shall be a net lease arrangement whereby lessee is responsible for all costs of operation, maintenance, insurance, and taxes.

BANK QUALIFICATION: This proposal assumes that the lessee will not be issuing more than \$10 million in tax-exempt debt this calendar year. Furthermore, it is assumed that the lessee will designate this issue as a qualified tax-exempt obligation per the tax act of 1986.

LEGAL TITLE: Legal title to the equipment during the lease term shall vest in the lessee, with PNC Equipment Finance perfecting a first security interest

AUTHORIZED SIGNORS: The lessee's governing board shall provide PNC Equipment Finance with its resolution or ordinance authorizing this agreement and shall designate the individual(s) to execute all necessary documents used therein.

LEGAL OPINION: The lessee's counsel shall furnish PNC Equipment Finance with an opinion covering this transaction and the documents used herein. This opinion shall be in a form and substance satisfactory to PNC Equipment Finance.

VOLUNTEER FIRE DEPARTMENTS: If Lessee is a Volunteer Fire Department, a public hearing under the requirements of Section 147(f) of the Internal Revenue Code of 1986 shall be conducted to authorize this transaction. It is recommended that a notice of the public hearing be published 10 to 14 days in advance of the public hearing.

This proposal will be valid for **fourteen (14) days** from the above date and is subject to final credit approval by PNC Equipment Finance and approval of the lease documents in PNC Equipment Finance's sole discretion. To render a credit decision, lessee shall provide PNC Equipment Finance with their most recent two years' audited financial statements, copy of their most recent interim financial statement, and current budget.

Accepted by: _____ Proposal submitted by Kim Simon

CITY OF BEACHWOOD

INTER-OFFICE COMMUNICATION

TO: Martin Horwitz, Mayor

FROM: Steven Holtzman, Chief of Fire/Rescue

DATE: 8/14/2019

SUBJECT: An Ordinance authorizing the Mayor to enter into an Agreement with Stryker Sales Corp. to provide Maintenance and Preventative Services for certain power load, power cots and stair chairs, for the City of Beachwood, Ohio Fire & Rescue Department from January 1, 2019 through December 31, 2021; and declaring this to be an urgent measure

The Stryker Agreement needs to be amended due to two pieces of equipment coming from Factory Warranty.

Please include this on the next available City Council Agenda.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH STRYKER SALES CORP. TO PROVIDE MAINTENANCE AND PREVENTATIVE SERVICES FOR CERTAIN POWER LOAD, POWER COTS AND STAIR CHAIRS, FOR THE CITY OF BEACHWOOD, OHIO FIRE & RESCUE DEPARTMENT FROM JANUARY 1, 2019 THROUGH DECEMBER 31, 2021; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, based upon the recommendation of the Fire Chief, the City desires to continue to utilize Stryker Sales Corp. to provide maintenance and preventative services for certain cots and loading systems, used by the City of Beachwood, Ohio Fire & Rescue Department; and

WHEREAS, the proposal from Stryker reflects a rate in an amount not to exceed Eight Thousand Eight Hundred Twenty Nine Dollars and Fifty Nine Cents (\$8,829.59) per year for three (3) consecutive years, effective January 1, 2019 through December 31, 2021.

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 Fire Chief, the Mayor is hereby authorized to enter into an agreement, a copy of which is attached hereto and incorporated herein as Exhibit "A", with Stryker Sales Corp. to provide maintenance and preventative services for certain equipment identified therein, for the City of Beachwood, Ohio Fire & Rescue Department in an amount not to exceed Eight Thousand Eight Hundred Twenty Nine Dollars and Fifty Nine Cents (\$8,829.59) per year for three (3) consecutive years, effective January 1, 2019 through December 31, 2021.

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

Section 3: This Ordinance is declared to be an urgent measure which is immediately necessary for the public peace, health or safety or the efficient operation of the City, and for the further reason that it is necessary to approve this Agreement at the earliest time so that the City can continue to provide safe and reliable safety/rescue services to 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 and in force from and after the earliest date permitted by law.

Attest: I hereby certify this legislation was duly adopted on the 3rd day of September, 2019, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 4th day of September, 2019.

Clerk

Approval: I have approved this legislation this 4th day of September, 2019 and filed it with the Clerk.

Mayor

Sales Rep Name: Brandon Bücher
ProCare Service Rep: Dave Raffensberger

3800 E. Centre Ave
Portage, MI 49009

Date: 7/24/2019
ID #: 190724145332

PROCARE PROPOSAL SUBMITTED TO:

Account Number: 1248893
Account Name: City of Beachwood
Account Address:
City, State Zip

Name:
Title:
Phone:
Email:

PROCARE COVERAGE

Item No.	Model Number	Model Description	ProCare Program	Qty	Yrs		Total
1	6390	Power-LOAD	EMS Prevent NB	4	1		\$4,597.64
2	6506	Power Cots	EMS Prevent	4	1		\$3,665.83
3	6252	Stair Chair	EMS Prevent NB	4	1		\$566.12

PROGRAM INCLUDES:**EMS Prevent NB:**

Includes parts, labor, travel, 1 annual PM inspection, unscheduled service and product equipment checklists. Replacement parts do not include mattresses, batteries, and other disposable or expendable parts.

EMS Prevent:

Includes parts, labor, travel, 1 annual PM inspection, unscheduled service, battery replacement & product equipment checklists. Replacement parts do not include mattresses, and other disposable or expendable parts.

Quote to reflect details on contract 1075633

ProCare Total	\$8,829.59
Annual Payment	
FINAL TOTAL	\$8,829.59

Start Date: 1/1/2019
End Date: ~~12/31/2019~~ 12/31/2021

Stryker Signature

Date

Customer Signature

Date

Purchase Order Number (MUST INCLUDE HARD COPY)



Check if Purchase Order is not required

COMMENTS:

Please fax signed Proposal and Purchase Order to Tom Tackabury at 269-321-3501.

All information contained within this quotation is considered confidential and proprietary and is not subject to public disclosure.

**Quote pricing valid for 30 days.

SERIAL NUMBER SHEET			
Item No.	Model	Serial Number	Program
1	6390	140239175	EMS Prevent NB
2	6390	140239176	EMS Prevent NB
3	6390	140239177	EMS Prevent NB
4	6506	140239314	EMS Prevent
5	6506	140239315	EMS Prevent
6	6506	140239316	EMS Prevent
7	6252	040139806	EMS Prevent NB
8	6252	040139807	EMS Prevent NB
9	6252	040139808	EMS Prevent NB
10	6252	120339607	EMS Prevent NB
11	6506	161239048	EMS Prevent
12	6390	161239853	EMS Prevent NB

SERVICE AGREEMENT

This document sets forth the entire Product Service Plan Agreement ("Agreement") between Stryker Medical, (a division of Stryker Corporation), herein and after referred to as "Stryker", and City of Beachwood, herein and after, referred to as the "Customer". This is the entire Agreement and no other oral modifications are valid. This Agreement shall remain in effect unless canceled or modified by either party according to the following terms and conditions.

1. SERVICE COVERAGE AND TERM

Stryker shall provide to Customer the services (the "Services") as defined on Page 1 of the Stryker Quote as the equipment ProCare Program (hereinafter each, a "Service Plan"). The equipment covered under said Service Plan is set forth on Exhibit A to the Quote (the "Equipment"). The Services and Service Plan are ancillary to and not a complete substitute for the requirements of Customer to adhere to the routine maintenance instructions provided by Stryker, its equipment and operations manuals, and accompanying labels and/or inserts for the Equipment. Customer covenants and agrees that its personnel will follow the instructions and contents of those manuals, labels and inserts. When Equipment or a component is replaced, the item provided in replacement will be the Customer's property (if Customer owns the Equipment) and the replaced item will be Stryker's property. The Service Plan coverage, term, start date, and price of the Services appear on the Service Plan.

2. EQUIPMENT SCHEDULE CHANGES

During the term of the Agreement and upon each party's written consent, additional Equipment may be included in the Exhibit A. All additions are subject to the terms and conditions contained herein. Stryker shall adjust the charges and modify Exhibit A to reflect the additions.

3. INSPECTION SCHEDULING

Service inspections will be scheduled in advance at a mutually agreed upon time for such period of time as is reasonably necessary to complete the Services. Equipment not made available at the specified time will be serviced at the next scheduled service inspection unless specific arrangements are made with Stryker. Such arrangements will include travel and other special charges at Stryker's then current rates.

4. INSPECTION ACTIVITY

On each scheduled service inspection, Stryker's Service Representative will inspect each available item of Equipment as required in accordance with Stryker's then current Maintenance procedures for said Equipment. If there is any discrepancy or questions on the number of inspections, price, or Equipment, Stryker may amend this Agreement.

5. CUSTOMER OBLIGATIONS

Customer shall use commercially reasonable efforts to cooperate with Stryker in connection with Stryker's performance of the Services. Customer understands and acknowledges that Stryker employees will not provide surgical or medical advice, will not practice surgery or medicine, will not come in physical contact with the patient, will not enter the "sterile field" at any time, and will not direct equipment or instruments that come in contact with the patient during surgery. Customer's personnel will refrain from requesting Stryker employees to take any actions in violation of these requirements or in violation of applicable laws, rules or regulations, Customer policies, or the patient's informed consent. A refusal by Stryker employees to engage in such activities shall not be a breach of this Agreement. Customer consents to the presence of Stryker employees in its operating rooms, where applicable, in order for Stryker to provide Services under this Agreement and represents that it will obtain all necessary consents from patients.

6. SERVICE INVOICING

Invoices will be sent on the agreed payment method. All prices are exclusive of state and local use, sales or similar taxes. In states assessing upfront sales and use tax, Customer's payments will be adjusted to include all applicable sales and use tax amortized over the Service Plan term using a rate that preserves for Stryker, its affiliates and /or assigns, the intended economic yield for the transaction described in this Agreement. All invoices issued under this Agreement are to be paid within thirty (30) days of the date of the invoice. Failure to comply with Net 30 Day terms will constitute breach of contract and future Service will only be made on a prepaid or COD basis, or until the previous obligation is satisfied, or both. Stryker reserves the right, with no liability to Stryker, to cancel any contract on the basis of payment default for any previous equipment or service provided by Stryker or any of its affiliates.

7. PRICE CHANGES

The Service prices specified herein are those in effect as of the date of acceptance of this Agreement and will continue in effect throughout the term of the Service Plan.

8. INITIAL INSPECTION

This Agreement shall be applicable only to such Equipment as listed in Exhibit A, which has been determined by a Stryker's Representative to be in good operating condition upon his/her initial inspection thereof.

9. OPERATION MAINTENANCE

Stryker's Services are ancillary to and not a complete substitute for the requirements of Customer to adhere to the routine maintenance instructions provided by Stryker, its Equipment and operations manuals, and accompanying labels and/or inserts for each item of Equipment. Customer's appropriate user personnel should be entirely familiar with the instructions and contents of those manuals, labels and inserts and implement them accordingly.

10. SERVICE PLAN WARRANTY AND LIMITATIONS

Stryker represents and warrants that the Services shall be performed in a workmanlike manner and with professional diligence and skill. Services will comply with all applicable laws and regulations. During the term of the Service Plan, Stryker will maintain the Equipment in good working condition. Notwithstanding any other provision of this Agreement, the Service Plan does not include repairs or other services made necessary by or related to, the following: (1) abnormal wear or damage caused by misuse or by failure to perform normal and routine maintenance as set out in the Stryker maintenance manual or operating instructions. (2) accidents (3) catastrophe (4) acts of god (5) any malfunction resulting from faulty maintenance, improper repair, damage and/or alteration by non-Stryker authorized personnel (6) Equipment on which any original serial numbers or other identification marks have been removed or destroyed; or (7) Equipment that has been repaired with any unauthorized or non-Stryker components. In addition, in order to ensure safe operation of the Equipment, only Stryker accessories should be used. Stryker reserves the right to invalidate the Service Plan if Equipment is used with accessories not manufactured by Stryker.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES APPLICABLE TO THE SERVICES AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

11. WAIVER EXCLUSIONS

No failure to exercise and no delay by Stryker in exercising any right, power or privilege hereunder shall operate as a waiver thereof. No waiver of any breach of any provision by Stryker shall be deemed to be a waiver by Stryker of any preceding or succeeding breach of the same or any other provision. No extension of time by Stryker for performance of any obligations or other acts hereunder or under any other Agreement shall be deemed to be an extension of time for performances of any other obligations or any other acts by Stryker.

12. LIMITATION OF LIABILITY

EXCEPT FOR THIRD PARTY DAMAGES RELATED TO STRYKER'S INDEMNITY OBLIGATIONS UNDER SECTION 13, STRYKER'S LIABILITY ARISING UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF SERVICE FEES PAID DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. IN NO INSTANCE WILL STRYKER BE LIABLE TO CUSTOMER FOR INCIDENTAL, PUNITIVE, SPECIAL, COVER, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES OR ATTORNEYS' FEES OR COSTS FOR ANY ACTIONS UNDER OR RELATED TO THIS AGREEMENT.

13. INDEMNIFICATION

Stryker shall indemnify and hold harmless Customer from any loss or damage brought by a third party which Customer may suffer directly as a result of the gross negligence or willful misconduct of Stryker or its employees or agents in the course of providing Services. The foregoing indemnification will not apply to any liability arising from: (i) an injury or damage due to the negligence of any person other than Stryker's employee or agent; (ii) the failure of any person other than Stryker's employee or agent to follow any instructions outlined in the labeling, manual, and/or instructions for use of the Equipment; (iii) the use of any equipment or part not purchased from Stryker or any equipment or any part thereof that has been modified, altered or repaired by any person other than Stryker's employee or agent; or (iv) any actions taken or omissions made by any Stryker employee while under the direction or control of Customer's staff. ~~Customer agrees to hold Stryker harmless from and indemnify Stryker for any claims or losses or injuries arising from (i)-(iv) above resulting from Customer's or its employees' or agents' actions.~~

14. TERM AND TERMINATION

The Agreement shall commence on the date indicated on the first Service Plan entered into between the parties and shall continue until Stryker ceases to provide Services or the Agreement is canceled by either party by giving a ninety (90) days prior written notice of any such cancellation to the other party. If this Agreement is canceled during or before the expiration date of the Agreement, Customer will owe for the months covered up to the cancellation date of the Agreement and for any parts, labor, and travel charges, required to maintain Equipment, exceeding that already paid during the Agreement. In the event Customer has pre-paid for the services hereunder, any unused amount as of the date of cancellation shall be returned to the Customer on a pro-rata basis.

15. FORCE MAJEURE

Except for Customer's payment obligations, which may only be delayed and not excused entirely, neither party to this Agreement will be liable for any delay or failure of performance that is the result of any happening or event that could not reasonably have been avoided or that is otherwise beyond its control, provided that the party hindered or delayed immediately notifies the other party describing the circumstances causing delay. Such happenings or events will include, but not be limited to, terrorism, acts of war, riots, civil disorder, rebellions, fire, flood, earthquake, explosion, action of the elements, acts of God, inability to obtain or shortage of material, equipment or transportation, governmental orders, restrictions, priorities or rationing, accidents and strikes, lockouts or other labor trouble or shortage.

16. INSURANCE REQUIREMENTS

Stryker shall maintain the following insurance coverage during the term of the Agreement: (i) commercial general liability coverage, including coverage for products and completed operations liability, with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate applying to bodily injury, personal injury, and property damage; (ii) automobile liability insurance with combined single limits of \$1,000,000.00 for owned, hired, and non-owned vehicles; and (iii) worker's compensation insurance as required by applicable law. At Customer's written request, certificates of insurance shall be provided by Stryker prior to commencement of the Services at any premises owned or operated by Customer. To the extent permitted by applicable laws and regulations, Stryker shall be permitted to meet the above requirements through a program of self-insurance.

17. WARRANTY OF NON-EXCLUSION

Each party represents and warrants that as of the Effective Date, neither it nor any of its employees, are or have been excluded terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs. Each party further represents that no final adverse action by the federal or state government has occurred or is pending or threatened against the party, its affiliates, or, to its knowledge, against any employee, Stryker, or agent engaged to provide Services under this Agreement. Each party also represents that if during the term of this Agreement it, or any of its employees becomes so excluded, terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs, such will promptly notify the other party. Each party retains the right to terminate or modify this Agreement in the event of the other party's exclusion from a federal or state health care program.

18. COMPLIANCE

Stryker, as supplier, hereby informs Customer, as buyer, of Customer's obligation to make all reports and disclosures required by law or contract, including without limitation properly reporting and appropriately reflecting actual prices paid for each item supplied hereunder net of any discount (including rebates and credits, if any) applicable to such item on Customer's Medicare cost reports, and as otherwise required under the Federal Medicare and Medicaid Anti-Kickback Statute and the regulations thereunder (42 CFR Part 1001.952(h)). Pricing under this Agreement (and each Service Plan) may constitute discounts on the purchase of Services. Customer represents that (i) it shall make all required cost reports, and (ii) it has the corporate power and authority to make or cause such cost reports to be made. To the extent required by law, Customer and Stryker agree to comply with the Omnibus Reconciliation Act of 1980 (P.L. 96Z499) and its implementing regulations (42 CFR, Part 420). To the extent applicable to the activities of Stryker hereunder, Stryker further specifically agrees that until the expiration of four (4) years after furnishing Services pursuant to this Agreement, Stryker shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, this Agreement and the books, documents and records of Stryker that are necessary to verify the nature and extent of the costs charged to Customer hereunder. Stryker further agrees that if Stryker carries out any of the duties of this Agreement through a subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract, and books and documents and records of such organization that are necessary to verify the nature and extent of such costs.

19. CONFIDENTIALITY

The parties hereto shall hold in confidence this Agreement and the terms and conditions contained herein (including Services Plan pricing) and any information and materials which are related to the business of the other or are designated as proprietary or confidential, herein or otherwise, or which a reasonable person would consider to be proprietary or confidential information; and (b) hereby covenant that they shall not disclose such information to any third party without prior written authorization of the one to whom such information relates. The rights and remedies available to a party hereunder shall not limit or preclude any other available equitable or legal remedies.

20. HIPAA

Stryker is not a "business associate" of Customer, as the term "business associate" is defined by HIPAA (the Health Insurance Portability and Accountability Act of 1996 and 45 C.F.R. parts 142 and 160-164, as amended). To the extent the parties mutually agree that Stryker becomes a business associate of Customer, the parties agree to negotiate to amend the Service Plan or this Agreement as necessary to comply with HIPAA, and if an agreement cannot be reached the applicable Service Plan will immediately terminate. All medical information and/or data concerning specific patients (including, but not limited to, the identity of the patients), derived incidentally during the course of this Agreement, shall be treated by both parties as confidential, and shall not be released, disclosed, or published to any party other than as required or permitted under applicable laws. Notwithstanding the foregoing, Stryker may be considered a "business associate" of Customers related to any Service Plan for wireless products and/or other designated business associate services. If Stryker is considered a "business associate" of Customer, Stryker will agree to enter into a business associate agreement with Customer as required by HIPAA.

21. MISCELLANEOUS

Exhibit A

Neither party may assign or transfer their rights and/or benefits under this Agreement without the prior written consent of the other party, except that Stryker shall have the right to assign this Agreement or any rights under or interests in this Agreement to any parent, subsidiary or affiliate of Stryker. All of the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of, and be enforceable by permitted successors and assigns of the parties to this Agreement. This Agreement shall be construed and interpreted in accordance with the laws of the State of ~~Michigan~~ ^{Ohio}. The invalidity, in whole or in part, of any of the foregoing paragraphs, where determined to be illegal, invalid, or unenforceable by a court or authority of competent jurisdiction, will not affect or impair the enforceability of the remainder of the Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations and agreements between the parties concerning the subject matter of this Agreement. In the event of an inconsistency or conflict between this Agreement and any purchase order, invoice, or similar document, this Agreement will control. Any inconsistency or conflict between the terms of this Agreement and a Service Plan shall be resolved in favor of the Service Plan. The sections entitled Limitation of Liability, Indemnification, Compliance, Confidentiality and Miscellaneous of this Agreement shall survive its termination or expiration.

22. MAINTENANCE INSPECTION

This service contract may include products which are beyond their warranty period and tested expected service life. Any such product will be inspected to determine if the product meets the operations and maintenance manual guidelines for that particular product as of the date of inspection. Despite any such inspection, Stryker makes no claims or assurances as to future performance, including no express or implied warranty, for any product which was inspected outside of its warranty period or beyond its tested expected service life.

EMS Equipment Ordinance Amendment (Ordinance #2018-25)

The amount of \$5,875.83 will be amended to Ordinance # 2018-25 because two pieces of EMS equipment came off factory warranty. The Power Cot & Load system in Ambulance 1049 used to transport patients to area Hospitals will be added to the Stryker multi- year agreement expiring 12/31/21. This agreement covers 1 annual PM inspection, unscheduled equipment break downs, and battery replacement. Stryker Medical is the vendor 1901 Romence Rd Parkway Portage, MI 49002. If any questions please feel free to contact me.

Respectfully,



Lt. Michael Iacobucci

INVOICE



SHIP TO: 1248893	MAKE PAYMENT TO:
CITY OF BEACHWOOD 23355 MERCANTILE RD BEACHWOOD, OH 44122	STRYKER SALES CORP PO BOX 93308 CHICAGO, IL 60673-3308 PH - 1-800-733-2383
BILL TO: 1248893	
CITY OF BEACHWOOD 23355 MERCANTILE RD BEACHWOOD, OH 44122	

STRYKER MEDICAL 1901 Romence Rd Parkway Portage, MI 49002 Phone Number: (800) 327-0770 Fax Number: (866) 551-2618 www.stryker.com

Contract Invoice

INVOICE NUMBER	DATE	CUSTOMER P.O.	ORDER NUMBER	CLAIM NUMBER	PAGE
2672522M	05/22/19	2019	1075633		1 of 1

TERMS	SHIPPING METHOD
Net 30 days	
SHIPPING INSTRUCTIONS	

QUANTITY	DESCRIPTION	ITEM NUMBER	GTIN	SERIAL NUMBER	UNIT PRICE	EXTENDED PRICE
	Maintenance Agreement Invoicing Annually Customer to send new PO each year Effective Dates 1/1/18 - 12/31/21					
1	2019	6390000000	07613327261523	140239175	1149.41	1149.41
1	2019	6390000000	07613327261523	140239176	1149.41	1149.41
1	2019	6390000000	07613327261523	140239177	1149.41	1149.41
1	2019	6506000000	07613327261639	140239314	952.21	952.21
1	2019	6506000000	07613327261639	140239315	952.21	952.21
1	2019	6506000000	07613327261639	140239316	952.21	952.21
1	2019	6252000000	07613327261608	040139806	141.53	141.53
1	2019	6252000000	07613327261608	040139807	141.53	141.53
1	2019	6252000000	07613327261608	040139808	141.53	141.53
1	2019	6252000000	07613327261608	120339607	141.53	141.53
1	2019	6506000000	07613327261639	161239048	809.20	809.20
1	2019	6390000000	07613327261523	161239853	1149.41	1149.41

*High lighted
is added equipment*

CLAIMS FOR SHORT SHIPMENT MUST BE MADE WITHIN 30 DAYS OF RECEIPT. NO MERCHANDISE MAY BE RETURNED TO STRYKER FOR CREDIT WITHOUT OUR EXPRESS PERMISSION IN ADVANCE. Subject to applicable shipping and handling charges.	SUBTOTAL	SALES TAX	TOTAL
	8829.59	0.00	8829.59

Sales Rep Name: Allyson Wright
ProCare Service Rep: Dave Raffensberger

3800 E. Centre Ave
Portage, MI 49009

Date: 12/1/2017
ID #: 170810090856

PROCARE PROPOSAL SUBMITTED TO:

Account Number: 1248893
Account Name: City of Beachwood
Account Address: 23355 Mercantile Road
City, State Zip: Beachwood, OH 44122

Name: Michael Lacobucci
Title: Lieutenant
Phone: 216-292-1965
Email: michael.lacobucci@beachwoodohio

PROCARE COVERAGE

Item No.	Model Number	Model Description	ProCare Program	Qty	Yrs		Total
1	6390	Power-LOAD	EMS Protect	3	4		\$16,227.00
2	6506	Power-PRO XT	EMS Protect +	3	4		\$13,443.00

PROGRAM INCLUDES:

EMS Protect:

Includes parts, labor, travel, 1 annual PM inspection, unscheduled service and product equipment checklists. Replacement parts do not include mattresses, batteries, and other disposable or expendable parts.

EMS Protect +:

Includes parts, labor, travel, 1 annual PM inspection, unscheduled service, SMRT battery replacement & product equipment checklists. Replacement parts do not include mattresses, and other disposable or expendable parts.

	ProCare Total	\$29,670.00
	Discount	15%
	FINAL TOTAL	\$25,219.50

Start Date: 1/1/2018
End Date: 12/31/2021

Stryker Signature _____ Date _____

Customer Signature _____ Date _____

Purchase Order Number (MUST INCLUDE HARD COPY)

COMMENTS:

Please fax signed Proposal and Purchase Order to Tom Tackabury at 269-321-3501.
All information contained within this quotation is considered confidential and proprietary and is not subject to public disclosure.
**Quote pricing valid for 30 days.



Sales Rep Name: Allyson Wright
ProCare Service Rep: Dave Raffensberger

3800 E. Centre Ave
Portage, MI 49009

Date: 12/1/2017
ID #: 170810091026

PROCARE PROPOSAL SUBMITTED TO:

Account Number: 1248893
Account Name: City of Beachwood
Account Address: 23355 Mercantile Road
City, State Zip: Beachwood, OH 44122

Name: Michael Iacobucci
Title: Lieutenant
Phone: 216-292-1965
Email: michael.iacobucci@beachwoodohio

PROCARE COVERAGE

Item No.	Model Number	Model Description	ProCare Program	Qty	Yrs		Total
1	6252	Stair-Pro	EMS Protect	4	4		\$2,664.00

PROGRAM INCLUDES:**EMS Protect:**

Includes parts, labor, travel, 1 annual PM inspection, unscheduled service and product equipment checklists. Replacement parts do not include mattresses, batteries, and other disposable or expendable parts.

Maintenance Inspection-Past Useful Life

This service contract may include products which are beyond their warranty period and tested expected service life. Any such product will be inspected to determine if the product meets the operations and maintenance manual guidelines for that particular product as of the date of inspection. Despite any such inspection, Stryker makes no claims or assurances as to future performance, including no express or implied warranty, for any product which was inspected outside of its warranty period or beyond its tested expected service life.

	ProCare Total	\$2,664.00
	Discount	15%
	FINAL TOTAL	\$2,264.40

Start Date: 1/1/2018
End Date: 12/31/2021

Stryker Signature _____ Date _____

Customer Signature _____ Date _____

Purchase Order Number (MUST INCLUDE HARD COPY)

COMMENTS:

Please fax signed Proposal and Purchase Order to Tom Tackabury at 269-321-3501.
All information contained within this quotation is considered confidential and proprietary and is not subject to public disclosure.
**Quote pricing valid for 30 days.

Michael Iacobucci

From: Bucher, Brandon <brandon.bucher@stryker.com>
Sent: Wednesday, July 31, 2019 4:39 PM
To: Michael Iacobucci
Cc: medicalarmid; Whitney Crook
Subject: Re: 1075633.pdf

***City of Beachwood Notice *** This e-mail is from an external source. Think before you click links or open attachments.

Hi Mike,

Total owed left on contract equals \$ 26,488.77

3 payments of \$ 8,829.59 due until contract expires on 12/31/21

Please let me know if you need anything additional.

Best,

Brandon

Brandon Bücher
Account Manager
Cleveland
Stryker Medical
Emergency Care
Mobile (480) 331-0979
www.strykeremergencycare.com

On Jul 31, 2019, at 4:35 PM, medicalarmid <medicalarmid@stryker.com> wrote:

I see that invoice, 2672522, has not been paid. It is still open requiring payment.

Please let us know if you have any questions or if you need anything else.

Thanks!

Megan VanSweden on behalf of Accounts Receivable
Credit & Collections Coordinator
Stryker
Medical
1901 Romence Road Parkway
medicalARmid@stryker.com

(Sub. 1-11-18)

INTRODUCED BY: J. Berns

ORDINANCE NO. 2018-25

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH STRYKER FOR THE MAINTENANCE AND PREVENTATIVE SERVICE FOR THREE (3) POWER LOAD COTS, THREE (3) POWER PRO XT COTS, AND ONE (1) STAIR PRO COT FOR THE CITY OF BEACHWOOD, OHIO FIRE DEPARTMENT; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, based upon the recommendation of the Fire Chief, as set forth in his Memorandum to the Mayor dated December 18, 2017, which is attached hereto and made a part hereof, the City desires to utilize Stryker for the maintenance and preventative service on cots, for the City of Beachwood, Ohio Fire Department; and

WHEREAS, the proposal from Stryker reflects a rate in an amount not to exceed Twenty Seven Thousand Four Hundred Eighty Three Dollars and Ninety Cents (\$27,483.90).

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

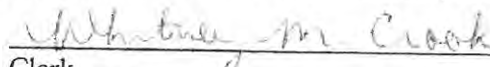
Section 1: Based upon the recommendation of the Fire Chief, the Mayor is hereby authorized to enter into an agreement with Stryker for the maintenance and preventative service of three (3) Power Load Cots, three (3) Power Pro XT Cots, and one (1) Stair Pro Cot for the City of Beachwood, Ohio Fire Department in an amount not to exceed Twenty Seven Thousand Four Hundred Eighty Three Dollars and Ninety Cents (\$27,483.90).

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

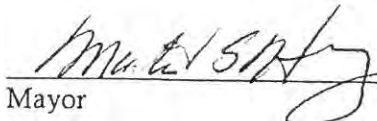
Section 3: This Ordinance is declared to be an urgent measure which is immediately necessary for the public peace, health, safety or the efficient operation of the City.

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

Attest: I hereby certify this legislation was duly adopted on the 8th day of January, 2018, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 9th day of January, 2018.


Clerk

Approval: I have approved this legislation this 9th day of January, 2018 and filed it with the Clerk.


Mayor