

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5618

**A RESOLUTION ACCEPTING THE BID AND
RESULTING PROPOSAL OF SUTPHEN FOR THE
REFURBISHMENT OF BRECKSVILLE FIRE
DEPARTMENT'S SUTPHEN AERIAL HS-3609;
AND DECLARING AN EMERGENCY**

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

SECTION 1. The bid and resulting proposal of Sutphen for the refurbishment of Brecksville Fire Department's Sutphen Aerial HS-3609 in an amount not to exceed three hundred thirty-nine thousand, five hundred dollars (\$339,500.00), as set forth in their proposal dated November 8, 2024, a copy of which is attached hereto as Exhibit "A" be, and the same hereby are, accepted. Further, the Mayor be, and is hereby authorized on behalf of the City of Brecksville, to execute the Sutphen Proposal.

SECTION 2. The Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 1 hereof and the Director of Finance is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the City. The Director of Finance be and is hereby further authorized to issue the fiscal officer's certificate necessary to make the expenditures as described in Section 1 hereof, and is further directed to issue vouchers of this City in the amounts and for the purposes expressed in Section 1 hereof, said amounts to be charged to the appropriately designated Fund.

SECTION 3. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the need to refurbish the equipment, therefore, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: November 19, 2024

APPROVED: November 19, 2024

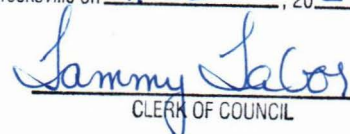


MAYOR



CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5618 duly passed by the Council of the City of Brecksville, Ohio, on 11.19, 20 24 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 11.22, 20 24.



CLERK OF COUNCIL

EXHIBIT "A"
 **SUTPHEN**
PROPOSAL

TO THE:
City of Brecksville
Brecksville, OH

DATE: November 8th, 2024

We hereby propose and agree to furnish the following firefighting equipment upon your acceptance of this proposal:

**One (1) Refurbishment Project of Brecksville Fire Department's current Sutphen
Aerial, HS-3609\$339,500.00**

The unit shall be manufactured completely in accordance to the following proposal and delivered in approximately **750 days**, subject to delays from all causes beyond our control.

This proposal shall be valid for 60 days. If the contract or purchase order is not received within this proposed duration, we reserve the right to extend, withdraw, or modify our proposal, including pricing, delivery times, and prepayment discounts as applicable.

Respectfully submitted,

Andy Herb

Andy Herb, Board of Directors

The City of Brecksville's "Detailed Specifications & Bid Form" have been met in their entirety and are included as part of this proposal.

Customer: City of Brecksville

Signature: 

Name/Title: DARYL J. KINGSTON MAYOR

TERMS & CONDITIONS

Changes to National Fire Protection Association ("NFPA") 1900, Environmental Protection Agency ("EPA") or changes legislated by Federal, State or Local Governments or changes in parts availability or vendor relationships that impact the cost to manufacture the truck may incur additional charges which shall be borne by the Purchaser. These may include but are not limited to changes that affect the major vendors of the fire apparatus industry such as pump manufacturers, seat manufacturers, electrical power supplies (generators) and powertrain (engine & transmission). Any such changes shall be documented in advance of the completion of work and prior to any costs incurred for said changes on a change order executed by both Sutphen and Purchaser.

Sutphen shall provide written notice to the Purchaser as soon as it reasonably believes any cost increase provision may be invoked. Sutphen shall provide, upon written request, documentation of such changes and increases.

Sutphen will use its reasonable best efforts to deliver the apparatus within the timeframe quoted herein, provided that such delivery date shall be automatically extended for delays beyond Sutphen's control, including, without limitation, strikes, labor disputes, riots, civil unrest, pandemics, war or other military actions, sabotage, government regulations or controls, fire or other casualty, or inability to obtain materials or services. If such delay occurs, Sutphen shall give notice of delay to Purchaser. Purchaser shall not be entitled to any discount or reduction in price for such delay and Sutphen shall not be liable for any damages (compensatory, incidental, consequential or otherwise) related to such delay.

Final payment shall be made at the time of final inspection at the factory.

Delivery, payment, and transfer of the Manufacturer's Certificate of Origin (MCO) shall take place at Sutphen during final inspection, and upon payment in full in accordance with these terms. Sutphen reserves the right to withhold delivery of the MCO until payment in full is received. If Purchaser requires any third-party equipment mounting, the apparatus shall be moved to the third-party facility by the dealer or Purchaser for such mounting. Such third-party work shall not delay or offset payment to Sutphen. The apparatus shall be tested per NFPA #1900 at Sutphen's manufacturing facility. Purchaser agrees that the apparatus and equipment being purchased hereunder shall not be driven or used in any manner until it is paid for in full. In the event there are any shortages or omissions with the apparatus at time of completion, Purchaser may withhold a sum equivalent to the price of any such shortages as determined by Sutphen.

In the case of any default in payment hereunder or in the payment on any notes, negotiable paper, obligations or other instruments issued by Purchaser, Sutphen may take possession of equipment or of the piece or pieces upon which default has been made, and any payments that have been made theretofore shall be applied as rent in full for the use of the apparatus and equipment up to the date of taking possession by Sutphen.

Sutphen warrants to Purchaser that all goods and services furnished hereunder will conform in all respects to the terms of this order, including any applicable change orders, drawings, specifications, or standards incorporated herein, and/or shall be free of defects in materials, workmanship, and free from such defects in design. In addition, Sutphen warrants that the goods and services are suitable for and will perform in accordance with the purposes for which they were intended, for a period of one year from the Warranty Registration Date, unless an extended warranty is purchased.

The purchase price provided for herein does not include any federal, state or local sales tax, duties, imposts, revenues, excise or other taxes which may hereafter be imposed by governmental authority or otherwise and which are made applicable to the apparatus or equipment covered by this Proposal. In the event that any such taxes are subsequently imposed and become applicable, the purchase price herein shall be increased by the amount of such taxes and such sum shall be immediately paid by Purchaser to Sutphen. To the extent applicable, the prices and deliveries set forth herein are subject to the Defense Production Act.

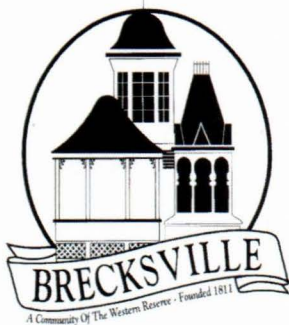
Sutphen shall provide insurance insuring the apparatus and equipment against loss by fire, theft, or collision and insuring against property damage and personal injury through the completion of the apparatus and transfer of the Manufacturer's Certificate of Origin.

After the execution of this Agreement, Purchaser shall have no right to terminate the Agreement. Sutphen may, in its absolute and sole discretion, accept Purchaser's request to terminate the Agreement. In the event Sutphen accepts Purchaser's request to terminate the Agreement, Sutphen may charge a cancellation fee. The following charge schedule based on costs incurred may be applied, at Sutphen's sole discretion: (a) 10% after order is accepted by Sutphen; (b) 30% of the Purchase Price after production has commenced. The cancellation fee may increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing.

These Terms and Conditions ("T&C") contained in the Proposal provided herein take precedence over all previous negotiations, oral or written, and no representations or warranties are applicable except as specifically contained in these or in any subsequently signed agreement between the Parties. No waiver of any of the provisions of these T&C shall be deemed a waiver of any other provision, whether similar, nor shall any waiver constitute a continuing waiver. If a Purchase Order is issued, this Proposal, including the Terms and Conditions contained herein, shall supersede the terms in the Purchase Order where terms may be inconsistent.

This Proposal shall be governed and controlled as to interpretation, enforcement, validity, construction, effect and in all other respects by the laws, statutes, and decisions of the State of Ohio. Exclusive jurisdiction and venue for any litigation at all related to this in the Cuyahoga County Court of Common Pleas, Brecksville, Ohio, and the parties hereto consent and submit to the general jurisdiction of this court. All of these T&C shall be binding upon and inure to the benefit of and be enforceable by Sutphen, Purchaser, their successors and assigns.

BID SPECIFICATIONS
*Brecksville Fire Department Aerial Ladder
Truck Refurbishment Project*



CITY OF BRECKSVILLE
9069 BRECKSVILLE ROAD
BRECKSVILLE, OHIO 44141

BID OPENING:
NOVEMBER 8, 2024
10:00 A.M.

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- *Certificate for Findings of Recovery*
- *Bid Guaranty and Contract Bond*
- *List of Subcontractors*

Section 5. Original Drawing - 2002 Sutphen Telescopic Aerial Tower

SECTION 1. INVITATION TO BID - LEGAL NOTICE

Sealed bids will be received by the Director of Purchasing of the City of Brecksville, in the Purchasing Office, Brecksville City Hall, 9069 Brecksville Road, Brecksville, Ohio 44141, until 10:00 a.m. on November 8, 2024, for the Brecksville Fire Department Aerial Ladder Truck Refurbishment Project.

Bid Specifications can be obtained at no charge at the office of the Director of Purchasing, Brecksville City Hall, 9069 Brecksville Road, 44141, or via email by contacting Monica Bartkiewicz at mbartkiewicz@brecksville.oh.us or 440-526-2622. Bid proposals will ONLY be opened from bidders who have obtained specifications directly from the City of Brecksville Purchasing Office.

Bids must be accompanied by the Bid Guaranty & Contract Bond provided in the bid specification book, or a Bid Bond, certified check or cashier's check, in an amount equal to 10% of the bid, payable to the City of Brecksville, as a guarantee that if said bid is accepted, a contract will be entered into and its performance properly secured.

The City of Brecksville reserves the right to reject any and all bids, to waive any informalities or irregularities in the bids received and to accept any bids which it deems most favorable and to disregard all nonconforming, incomplete, or conditional bids or counter proposals; and to conduct investigations to assist in the evaluation of any bid so as to establish qualifications, responsibility, and financial ability of the contractor or sub-contractor to complete the work in accordance with the contract documents to the City's satisfaction within the prescribed time.

Published in the Sun News on October 24 and 31, 2024

SECTION 2. INSTRUCTIONS TO BIDDERS

ADVERTISEMENT & BID OPENING

Sealed bids will be received by the Director of Purchasing of the City of Brecksville ("City") in the Purchasing Department office at 9069 Brecksville Road, Brecksville, Ohio, 44141, until 10:00 a.m. on November 8, 2024, for the Brecksville Fire Department Aerial Ladder Truck Refurbishment Project ("Project"). Bids will be opened and read immediately thereafter. Late bids will not be considered, and shall be returned to the vendor unopened. At the time bids are opened, they shall be considered final in form and content.

BIDDING DOCUMENTS

Proposals shall be submitted in **sealed envelopes** with the name of the project and the full name and address of the party or parties submitting the bid and all persons interested herein clearly marked on the outside of the envelope. Faxed proposals will NOT be accepted. Bids shall be in conformity with the Ohio Revised Code and must be submitted on the prescribed forms in these Specifications. All blank spaces must be filled in by typewriter or ink. Each bidder must submit evidence of their experience on projects of similar size and complexity. Bid Proposals will ONLY be opened from entities that have obtained plans and specifications directly from City of Brecksville Purchasing Office.

The following documents must be submitted with the bid:

- Submission Checklist
- Proposal and Bid Form
- References
- Exception Sheet
- Delinquent Personal Property Tax Affidavit
- Certificate of Compliance with ORC 3517.13
- Non-Collusion Affidavit
- Certificate for Findings of Recovery
- Bid Guaranty and Contract Bond
- List of Subcontractors

ADDENDA AND INTERPRETATIONS

All questions about the meaning or intent of the Contract Documents are to be directed to the Director of Purchasing, before 4:00 p.m. on

Tuesday, November 5, 2024. All questions are to be submitted via email at mbartkiewicz@brecksville.oh.us. Additions, deletions, or revisions considered necessary by the City and/or in response to such questions will be issued by Addenda and e-mailed to all parties recorded by the City as having received the Bid Specifications by 10:00 a.m. on Wednesday, November 6, 2024. Failure of any bidder to receive any addendum or interpretation shall not relieve the bidder from any obligation under its bid as submitted. All addenda so issued shall become a part of the contract Documents and must be attached to each Proposal.

Questions received by the City less than 72 hours (excluding weekends and holidays) prior to the time and date that bids are due may not be answered. Only answers to such questions issued by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda may also be issued to modify the Bidding Documents as deemed advisable by the City.

EVALUATION OF APPARATUS

The Aerial Ladder Truck may be evaluated by potential bidders by scheduling an appointment with the Director of Purchasing at 440-526-2622 or mbartkiewicz@brecksville.oh.us.

EXCEPTIONS

Exceptions to the City's specifications must be fully detailed on the enclosed Exception Sheet, and submitted with the Bid Form; if none, bidder shall state such on the Exception Sheet and submit with bid.

SIGNATURE OF BIDDERS

The firm, corporation or individual name of the bidder must be signed by an authorized representative of the bidder or the bidder if an individual. In the case of a corporation, the person signing must be authorized by the corporation to do so, and must indicate his/her title.

In the case of a partnership, at least one of the managing partners must sign, and such person shall indicate that he/she is a member or the firm. In the case of an individual operating under a trade name, such individual shall sign the bid and shall indicate the name under which the business is conducted.

BID SECURITY

Bids must be accompanied by the Bid Guaranty & Contract Bond provided in the Required Documents, or a bid bond, certified check, or cashier's check in an amount equal to ten percent (10%) of the bid payable to the City of Brecksville, as a guarantee that if said bid is accepted, a contract will be entered into and its performance properly secured.

Certified or cashier's checks, bid bonds, or the Bid Guaranty and Contract Bond shall be held as a guarantee that in the event the bid is accepted and a Contract awarded to the bidder, the Contract will be duly executed and its performance properly secured. Should the successful bidder fail or refuse to execute the contract, within ten (10) days after receipt of notification of award, said check/bond and the amount represented thereby, may be used to offset the difference in cost between the total bid of the next bidder entering into a contract for the work. The surety on any bond shall be liable to the City in an amount not to exceed ten percent (10%) of the bid. All bid guarantees shall be conditioned that if the bid is accepted within sixty (60) days of the bid opening, a proper Contract shall be executed. Bonds shall be issued by a corporate surety having a bonding limit exceeding the total amount of this contract and licensed to conduct business in the State of Ohio.

BIDDER'S LIST & BID TABULATIONS

Bidder's lists and bid tabulations for this and other City projects can be found on the City's website, www.brecksville.oh.us. Click on the Purchasing link in the Departments list.

COMPETENCY OF BIDDER

Before a bid is awarded, the City may request that a bidder furnish evidence satisfactory to the City that he has the necessary equipment, ability

and financial resources to fulfill the conditions of the contract and specifications. References for three previous contracts of similar type and scope are to be submitted with bid.

RIGHT TO ACCEPT OR REJECT PROPOSAL

The City will award the bid/proposal to the lowest and best bidder as it shall determine and reserves the right to reject any or all proposals, or portions thereof, to waive any informalities or irregularities in the proposals received and to accept any bid/proposal which is deemed to be in its best interest. In determining the lowest and best bidder, the City will utilize the Proposal and Bid Form. The City may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated that are in conformance with the Contract Documents. The City will also consider the bidder's past performance of similar work for other entities during the past 5 years in determining the lowest and best bid.

CONTRACT

The bidder to whom the Contract may be awarded will be required to execute a written Contract, incorporating the Bid Specifications within five (5) work days from the date of the Notice of Award from the City. In case it shall fail to do so, the bid security accompanying its proposal may thereupon be used to offset the difference in cost between the total bid of the next bidder entering into a contract for the work and for any expense or delay which may be incurred in making another letting for the performance of said work, and to indemnify said City for any loss which it may sustain by failure of the bidder to execute the Contract and furnish bond as aforesaid, and the work may be re-advertised or let to the next higher and best bidder, as the City may determine.

The successful bidder shall not assign, transfer, convey, sublet or otherwise dispose of said

contract or his right, title or interest in or to same or any part thereof without previous consent in writing from the City endorsed on or attached to the contract.

In case of default by the bidder or contractor, the City may procure the services from another source and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.

EQUAL OPPORTUNITY EMPLOYER & PREVAILING WAGE

By submitting a bid, each bidder is ensuring that the bidder is an Equal Opportunity Employer, and that the bidder's employees and applicants for employment are not discriminated against because of their race, creed, color, sex or national origin. By signing a contract with the City, the successful bidder guarantees compliance with the above provision, and all other applicable state and federal laws regarding public contract work, including prevailing wage laws, and the applicable provisions contained in Section 3517.13 of the Ohio Revised Code. The enclosed Affidavit of Compliance must be completed and submitted with bid.

SUBCONTRACTORS

The Contractor shall submit a complete list of Proposed Subcontractors for the project at the time of bid submission. Bid specifications and requirements apply equally to all Subcontractors, including for insurance.

LIABILITY INSURANCE

For the duration of time required to complete the Project, the Contractor shall purchase and maintain, at its own expense, insurance coverage as specified below. All insurance required hereunder shall apply to and cover all loss or liability caused by, arising from, or resulting from the work performed or required to be performed, provided or required to be provided, hereunder.

1. Auto Liability Insurance: Auto Liability coverage for Owned, Non-owned and Hired Auto Liability with a limit of not less than \$1,000,000 for the Contractor minimum annual combined single limit, bodily injury and property

damage. Such insurance shall cover and include liability arising from all vehicles owned by, hired by, or used by or on behalf of the Contractor or any of its Subcontractors. The coverage must be endorsed with ISO Form CA 99 48, or a substitute form providing equivalent coverage. The Auto Liability Insurance limit requirement can be satisfied by the purchase and maintenance of any combination of primary, excess and/or umbrella insurance.

2. Workers' Compensation: Workers' Compensation with statutory limits. The Contractor and its Subcontractors shall subscribe to and comply with, throughout all phases of the Project, the Workers' Compensation laws of the State of Ohio and shall pay such premiums as are required hereunder. The Employers Liability insurance requirement may be satisfied by including such coverage within the General Liability policy.

3. General Liability Insurance: Commercial General Liability insurance on an occurrence coverage basis (including without limitation, bodily injury, personal injury and advertising injury, property damage, and broad-form contractual liability arising from or relating to this Contract, coverage as respects independent contractors, operating mobile equipment, products and completed operations, explosion, collapse and underground hazards) of not less than the following amounts:

- (a) Contractor's General Liability (occurrence basis, limits per occurrence and annual aggregate):
 - \$10,000,000 General Aggregate
 - \$10,000,000 Products/Completed Operations Aggregate
 - \$5,000,000 Personal Injury and Advertising Injury
 - \$5,000,000 Bodily Injury and Property Damage Limit - Each Occurrence

The General Liability Insurance limit requirement can be satisfied by the purchase and maintenance of any combination of primary, excess and/or umbrella insurance.

Commercial General Liability and Umbrella/Excess limits of liability (including Products/Completed Operations coverage) shall apply on a per project basis.

All insurance carriers of the successful bidder shall be licensed to do business in the State of Ohio.

The City of Brecksville and all of its Elected Officials, Officers, & Employees shall be listed as an additional insured. Each policy of insurance must contain a provision which provides that the City is to receive at least 30 days written notice prior to the expiration or cancellation of such insurance policy.

SECTION 3. DESCRIPTION OF WORK & BID FORM INSTRUCTIONS

The Project includes the refurbishment and upfitting of a 2002 Sutphen Telescopic Aerial Tower apparatus ("Aerial Ladder Truck") with 27,470 miles on the odometer as of October 21, 2024. Attached to these Bid Specifications document is an original drawing of the Aerial Ladder Truck. The purpose of the Project is to enable the Brecksville Fire Department to continue utilizing the Aerial Ladder Truck by extending the life expectancy through implementation of the detailed specifications below.

All parts, equipment, materials, and installation must meet Original Equipment Manufacturer (OEM) specification or be considered equal, as determined by the City. Any exceptions must be indicated with an 'X' on the compliance line and detailed on the enclosed exception sheet. If there are no exceptions marked, the bid will be considered to be in complete accordance with specifications as written. Please note that when a specification is marked "Comply", bidder is agreeing that what will be supplied meets 100% of what has been specified.

The City will deliver the Aerial Ladder Truck to the successful bidder; completed truck shall be delivered by successful bidder to the City

The City of Brecksville is exempt from Ohio Sales Tax and Federal Excise Tax. All prices shall be exclusive of all such taxes.

The Aerial Ladder Truck shall be certified by the Original Equipment Manufacturer ("OEM") and another third party, and registered for warranty before final delivery.

Warranty must be fully written and submitted with bid. The successful bidder must have a service and parts department capable of supplying warranty service, furnishing repair parts and doing any repair work once vehicle is out of warranty.

Payment will be issued in the following manner, unless otherwise mutually agreed upon by the Contractor and City:

- One third (1/3) of payment to be made following execution of the Agreement.
- One third (1/3) of payment to be made upon completion of at least one half (1/2) of the Project, as approved by the City
- One third (1/3) of payment to be made following delivery of complete refurbished Aerial Ladder Truck, and after inspection and subsequent acceptance by the Brecksville Fire Chief.

SCHEDULE 4: REQUIRED DOCUMENTS FOR SUBMISSION

Submission Checklist
Proposal and Bid Form
References
Exception Sheet
Delinquent Personal Property Tax Affidavit
Certificate of Compliance with Ohio Revised Code 3517.13
Non-Collusion Affidavit
Certificate for Findings of Recovery
Bid Guaranty and Contract Bond
List of Subcontractors

SUBMISSION CHECKLIST

Firm Submitting Bid:

NAME: Sutphen Corporation

ADDRESS: 6450 Eiterman Rd Dublin, OH 43016

TELEPHONE: (614) 889-1005

Signature and Title of Submitter: Andy Hub Board of Directors

State of Incorporation: Ohio

Date of Submission: 11/5/24

Required Submissions Checklist:

- Submission Checklist
- Proposal and Bid Form
- References
- Exception Sheet
- Delinquent Personal Property Tax Affidavit
- Certificate of Compliance with Ohio Revised Code 3517.13
- Non-Collusion Affidavit
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**PHILADELPHIA
INSURANCE COMPANIES**

A Member of the Tokio Marine Group

BID BOND

Bond Number: 5236

KNOW ALL MEN BY THESE PRESENTS, that
we SUTPHEN CORPORATION
6450 Eiterman Rd, Dublin, OH 43016

, as principal (the "Principal"),

and PHILADELPHIA INDEMNITY INSURANCE COMPANY,
as surety (the "Surety"), are held and
firmly bound unto

, as obligee (the "Obligee")

CITY OF BRECKSVILLE
9069 Brecksville Road, Brecksville, OH 44141

in the penal sum of

Ten Percent of Amount Bid Dollars (\$ 10 % of Amount Bid).

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for: ONE SUTPHEN CUSTOM AERIAL LADDER REFURBISHMENT

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal within the period specified therein, or, if no
period be specified, within sixty (60) days after opening, and the Principal shall enter into a contract with the Obligee
in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract
documents, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if
the Principal shall pay to the Obligee the difference in money not to exceed the penal sum hereof between the
amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another
party to perform the work covered by said bid, then this obligation shall be null and void; otherwise to remain in full
force and effect. In no event shall the liability hereunder exceed the penal sum hereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any claim by Obligee under this bond must
be submitted in writing by registered mail, to the attention of the Surety Law Department at the address above, within
120 days of the date of this bond. Any suit under this bond must be instituted before the expiration of one
(1) year from the date of this bond. If the provisions of this paragraph are void or prohibited by law, the minimum
period of limitation available to sureties as a defense in the jurisdiction of the suit shall apply.

DATED as of this 31st day of October 2024.

WITNESS/ ATTEST:

SUTPHEN CORPORATION

(Principal)

By: (Seal)

Name: Greg Malloh

Title: CFO

Philadelphia Indemnity Insurance Company

(Surety)

By: (Seal)

Babette Ward, Attorney-In-Fact



PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Joanne C. Wagner, Patricia A. Rambo, Sara Owens, Wayne G. McVaugh, Cathy H. Ho, Lori S. Shelton, Babette Ward, Dana Donahue, Annmarie Breen, Kimberly G. Sherrod, Patricia Dorsaneo and Patrick Breene of Aon Financial Services Group its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto, and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.



(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company, that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Commonwealth of Pennsylvania - Notary Seal
Vanessa McKenzie, Notary Public
Montgomery County
My commission expires November 3, 2024
Commission number 1366394
Member, Pennsylvania Association of Notaries

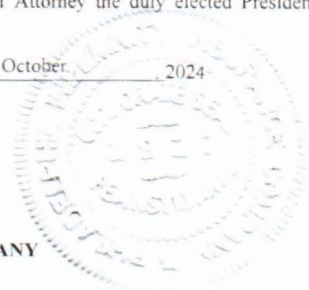
residing at Bala Cynwyd, PA

My commission expires: November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 31st day of October, 2024

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



SECTION 1. INVITATION TO BID - LEGAL NOTICE

Sealed bids will be received by the Director of Purchasing of the City of Brecksville, in the Purchasing Office, Brecksville City Hall, 9069 Brecksville Road, Brecksville, Ohio 44141, until 10:00 a.m. on November 8, 2024, for the Brecksville Fire Department Aerial Ladder Truck Refurbishment Project.

Bid Specifications can be obtained at no charge at the office of the Director of Purchasing, Brecksville City Hall, 9069 Brecksville Road, 44141, or via email by contacting Monica Bartkiewicz at mbartkiewicz@brecksville.oh.us or 440-526-2622. Bid proposals will ONLY be opened from bidders who have obtained specifications directly from the City of Brecksville Purchasing Office.

Bids must be accompanied by the Bid Guaranty & Contract Bond provided in the bid specification book, or a Bid Bond, certified check or cashier's check, in an amount equal to 10% of the bid, payable to the City of Brecksville, as a guarantee that if said bid is accepted, a contract will be entered into and its performance properly secured.

The City of Brecksville reserves the right to reject any and all bids, to waive any informalities or irregularities in the bids received and to accept any bids which it deems most favorable and to disregard all nonconforming, incomplete, or conditional bids or counter proposals; and to conduct investigations to assist in the evaluation of any bid so as to establish qualifications, responsibility, and financial ability of the contractor or sub-contractor to complete the work in accordance with the contract documents to the City's satisfaction within the prescribed time.

Published in the Sun News on October 24 and 31, 2024

SECTION 2. INSTRUCTIONS TO BIDDERS

ADVERTISEMENT & BID OPENING

Sealed bids will be received by the Director of Purchasing of the City of Brecksville ("City") in the Purchasing Department office at 9069 Brecksville Road, Brecksville, Ohio, 44141, until 10:00 a.m. on November 8, 2024, for the Brecksville Fire Department Aerial Ladder Truck Refurbishment Project ("Project"). Bids will be opened and read immediately thereafter. Late bids will not be considered, and shall be returned to the vendor unopened. At the time bids are opened, they shall be considered final in form and content.

BIDDING DOCUMENTS

Proposals shall be submitted in **sealed envelopes** with the name of the project and the full name and address of the party or parties submitting the bid and all persons interested herein clearly marked on the outside of the envelope. Faxed proposals will NOT be accepted. Bids shall be in conformity with the Ohio Revised Code and must be submitted on the prescribed forms in these Specifications. All blank spaces must be filled in by typewriter or ink. Each bidder must submit evidence of their experience on projects of similar size and complexity. Bid Proposals will ONLY be opened from entities that have obtained plans and specifications directly from City of Brecksville Purchasing Office.

The following documents must be submitted with the bid:

- Submission Checklist
- Proposal and Bid Form
- References
- Exception Sheet
- Delinquent Personal Property Tax Affidavit
- Certificate of Compliance with ORC 3517.13
- Non-Collusion Affidavit
- Certificate for Findings of Recovery
- Bid Guaranty and Contract Bond
- List of Subcontractors

ADDENDA AND INTERPRETATIONS

All questions about the meaning or intent of the Contract Documents are to be directed to the Director of Purchasing, before 4:00 p.m. on

Tuesday, November 5, 2024. All questions are to be submitted via email at mbartkiewicz@brecksville.oh.us. Additions, deletions, or revisions considered necessary by the City and/or in response to such questions will be issued by Addenda and e-mailed to all parties recorded by the City as having received the Bid Specifications by 10:00 a.m. on Wednesday, November 6, 2024. Failure of any bidder to receive any addendum or interpretation shall not relieve the bidder from any obligation under its bid as submitted. All addenda so issued shall become a part of the contract Documents and must be attached to each Proposal.

Questions received by the City less than 72 hours (excluding weekends and holidays) prior to the time and date that bids are due may not be answered. Only answers to such questions issued by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda may also be issued to modify the Bidding Documents as deemed advisable by the City.

EVALUATION OF APPARATUS

The Aerial Ladder Truck may be evaluated by potential bidders by scheduling an appointment with the Director of Purchasing at 440-526-2622 or mbartkiewicz@brecksville.oh.us.

EXCEPTIONS

Exceptions to the City's specifications must be fully detailed on the enclosed Exception Sheet, and submitted with the Bid Form; if none, bidder shall state such on the Exception Sheet and submit with bid.

SIGNATURE OF BIDDERS

The firm, corporation or individual name of the bidder must be signed by an authorized representative of the bidder or the bidder if an individual. In the case of a corporation, the person signing must be authorized by the corporation to do so, and must indicate his/her title.

In the case of a partnership, at least one of the managing partners must sign, and such person shall indicate that he/she is a member or the firm. In the case of an individual operating under a trade name, such individual shall sign the bid and shall indicate the name under which the business is conducted.

BID SECURITY ✓

Bids must be accompanied by the Bid Guaranty & Contract Bond provided in the Required Documents, or a bid bond, certified check, or cashier's check in an amount equal to ten percent (10%) of the bid payable to the City of Brecksville, as a guarantee that if said bid is accepted, a contract will be entered into and its performance properly secured.

Certified or cashier's checks, bid bonds, or the Bid Guaranty and Contract Bond shall be held as a guarantee that in the event the bid is accepted and a Contract awarded to the bidder, the Contract will be duly executed and its performance properly secured. Should the successful bidder fail or refuse to execute the contract, within ten (10) days after receipt of notification of award, said check/bond and the amount represented thereby, may be used to offset the difference in cost between the total bid of the next bidder entering into a contract for the work. The surety on any bond shall be liable to the City in an amount not to exceed ten percent (10%) of the bid. All bid guarantees shall be conditioned that if the bid is accepted within sixty (60) days of the bid opening, a proper Contract shall be executed. Bonds shall be issued by a corporate surety having a bonding limit exceeding the total amount of this contract and licensed to conduct business in the State of Ohio.

BIDDER'S LIST & BID TABULATIONS

Bidder's lists and bid tabulations for this and other City projects can be found on the City's website, www.brecksville.oh.us. Click on the Purchasing link in the Departments list.

COMPETENCY OF BIDDER

Before a bid is awarded, the City may request that a bidder furnish evidence satisfactory to the City that he has the necessary equipment, ability

and financial resources to fulfill the conditions of the contract and specifications. References for three previous contracts of similar type and scope are to be submitted with bid.

RIGHT TO ACCEPT OR REJECT PROPOSAL

The City will award the bid/proposal to the lowest and best bidder as it shall determine and reserves the right to reject any or all proposals, or portions thereof, to waive any informalities or irregularities in the proposals received and to accept any bid/proposal which is deemed to be in its best interest. In determining the lowest and best bidder, the City will utilize the Proposal and Bid Form. The City may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated that are in conformance with the Contract Documents. The City will also consider the bidder's past performance of similar work for other entities during the past 5 years in determining the lowest and best bid.

CONTRACT

The bidder to whom the Contract may be awarded will be required to execute a written Contract, incorporating the Bid Specifications within five (5) work days from the date of the Notice of Award from the City. In case it shall fail to do so, the bid security accompanying its proposal may thereupon be used to offset the difference in cost between the total bid of the next bidder entering into a contract for the work and for any expense or delay which may be incurred in making another letting for the performance of said work, and to indemnify said City for any loss which it may sustain by failure of the bidder to execute the Contract and furnish bond as aforesaid, and the work may be re-advertised or let to the next higher and best bidder, as the City may determine.

The successful bidder shall not assign, transfer, convey, sublet or otherwise dispose of said

contract or his right, title or interest in or to same or any part thereof without previous consent in writing from the City endorsed on or attached to the contract.

In case of default by the bidder or contractor, the City may procure the services from another source and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.

EQUAL OPPORTUNITY EMPLOYER & PREVAILING WAGE

By submitting a bid, each bidder is ensuring that the bidder is an Equal Opportunity Employer, and that the bidder's employees and applicants for employment are not discriminated against because of their race, creed, color, sex or national origin. By signing a contract with the City, the successful bidder guarantees compliance with the above provision, and all other applicable state and federal laws regarding public contract work, including prevailing wage laws, and the applicable provisions contained in Section 3517.13 of the Ohio Revised Code. The enclosed Affidavit of Compliance must be completed and submitted with bid.

SUBCONTRACTORS

The Contractor shall submit a complete list of Proposed Subcontractors for the project at the time of bid submission. Bid specifications and requirements apply equally to all Subcontractors, including for insurance.

LIABILITY INSURANCE

For the duration of time required to complete the Project, the Contractor shall purchase and maintain, at its own expense, insurance coverage as specified below. All insurance required hereunder shall apply to and cover all loss or liability caused by, arising from, or resulting from the work performed or required to be performed, provided or required to be provided, hereunder.

1. Auto Liability Insurance: Auto Liability coverage for Owned, Non-owned and Hired Auto Liability with a limit of not less than \$1,000,000 for the Contractor minimum annual combined single limit, bodily injury and property

damage. Such insurance shall cover and include liability arising from all vehicles owned by, hired by, or used by or on behalf of the Contractor or any of its Subcontractors. The coverage must be endorsed with ISO Form CA 99 48, or a substitute form providing equivalent coverage. The Auto Liability Insurance limit requirement can be satisfied by the purchase and maintenance of any combination of primary, excess and/or umbrella insurance.

2. Workers' Compensation: Workers' Compensation with statutory limits. The Contractor and its Subcontractors shall subscribe to and comply with, throughout all phases of the Project, the Workers' Compensation laws of the State of Ohio and shall pay such premiums as are required hereunder. The Employers Liability insurance requirement may be satisfied by including such coverage within the General Liability policy.

3. General Liability Insurance: Commercial General Liability insurance on an occurrence coverage basis (including without limitation, bodily injury, personal injury and advertising injury, property damage, and broad-form contractual liability arising from or relating to this Contract, coverage as respects independent contractors, operating mobile equipment, products and completed operations, explosion, collapse and underground hazards) of not less than the following amounts:

- (a) Contractor's General Liability (occurrence basis, limits per occurrence and annual aggregate):
 - \$10,000,000 General Aggregate
 - \$10,000,000 Products/Completed Operations Aggregate
 - \$5,000,000 Personal Injury and Advertising Injury
 - \$5,000,000 Bodily Injury and Property Damage Limit - Each Occurrence

The General Liability Insurance limit requirement can be satisfied by the purchase and maintenance of any combination of primary, excess and/or umbrella insurance.

Commercial General Liability and Umbrella/Excess limits of liability (including Products/Completed Operations coverage) shall apply on a per project basis.

All insurance carriers of the successful bidder shall be licensed to do business in the State of Ohio.

The City of Brecksville and all of its Elected Officials, Officers, & Employees shall be listed as an additional insured. Each policy of insurance must contain a provision which provides that the City is to receive at least 30 days written notice prior to the expiration or cancellation of such insurance policy.

SECTION 3. DESCRIPTION OF WORK & BID FORM INSTRUCTIONS

The Project includes the refurbishment and upfitting of a 2002 Sutphen Telescopic Aerial Tower apparatus ("Aerial Ladder Truck") with 27,470 miles on the odometer as of October 21, 2024. Attached to these Bid Specifications document is an original drawing of the Aerial Ladder Truck. The purpose of the Project is to enable the Brecksville Fire Department to continue utilizing the Aerial Ladder Truck by extending the life expectancy through implementation of the detailed specifications below.

All parts, equipment, materials, and installation must meet Original Equipment Manufacturer (OEM) specification or be considered equal, as determined by the City. Any exceptions must be indicated with an 'X' on the compliance line and detailed on the enclosed exception sheet. If there are no exceptions marked, the bid will be considered to be in complete accordance with specifications as written. Please note that when a specification is marked "Comply", bidder is agreeing that what will be supplied meets 100% of what has been specified.

The City will deliver the Aerial Ladder Truck to the successful bidder; completed truck shall be delivered by successful bidder to the City

The City of Brecksville is exempt from Ohio Sales Tax and Federal Excise Tax. All prices shall be exclusive of all such taxes.

The Aerial Ladder Truck shall be certified by the Original Equipment Manufacturer ("OEM") and another third party, and registered for warranty before final delivery.

Warranty must be fully written and submitted with bid. The successful bidder must have a service and parts department capable of supplying warranty service, furnishing repair parts and doing any repair work once vehicle is out of warranty.

Payment will be issued in the following manner, unless otherwise mutually agreed upon by the Contractor and City:

- One third (1/3) of payment to be made following execution of the Agreement.
- One third (1/3) of payment to be made upon completion of at least one half (1/2) of the Project, as approved by the City
- One third (1/3) of payment to be made following delivery of complete refurbished Aerial Ladder Truck, and after inspection and subsequent acceptance by the Brecksville Fire Chief.

DETAILED SPECIFICATIONS & BID FORM

<i>Labor</i>			
ITEM	COMPLY (Yes/No)	EXCEPTION	PRICE
1. Removal of lights, handles, windows, mirrors, and rubrail from cab and body exterior. Removal of off weather strip from doors	Yes		Included
2. Welding of holes caused by current fixtures and drilling of holes for new fixtures	Yes		↓
3. Installation of window trim with rubber window seals	Yes		
4. Removal of mid-cab windows for powder coat and subsequent reinstallation with new seal and lock strips	Yes		
5. Reinstallation of front windshields with new seal and lock strips	Yes		
6. Installation of new weather strips for apparatus doors	Yes		
7. Removal of electric primer motor from frame and removal of hose and fitting on pump. Removal of primer button from pump panel and elimination/capping of wiring for primer. Installation of new air primer button in same location and installation of air primer on pump and plumbing of air lines	Yes		
8. Removal of breather air hose from bucket to yoke and installation of new filter with manifold and gauge, plumbing of new air hose interior and exterior bucket.	Yes		
9. Installation of new gate valve and wipers	Yes		
10. Replacement of pump packing	Yes		
11. Replacement of master gauge	Yes		
12. Removal and installation of new micro switch	Yes		

13. Rebuilding of all valves and leak inspection	Yes		Included
14. Servicing of A/C	Yes		↓
15. PM service on generator	Yes		
16. Installation of marker lights and wire, complete testing	Yes		
17. Reproduction of slide block based upon original slide block	Yes		
18. Installation of seats, carpet interior, headliner. Wiring and installation of interior and exterior lights. Reassemble body parts following completion of painting.	Yes		

Equipment, Parts & Materials

ITEM	COMPLY (Yes/No)	EXCEPTION	PRICE
19. PAINT PRODUCTION UNIT - (GRAY - 890957 EW) OVER (RED - 51078 EW) REFERENCED HS-6304	Yes		Included
20. MIRROR LH Heat/Remote Dr Mt 90% Holder Chrome Head SST Mount	Yes		↓
21. MIRROR RH Heat/Remote Dr Mt 90% Holder Chrome Head SST Mount	Yes		
22. TRIM Door Window Black LH Front/Rh Rear	Yes		
23. TRIM Door Window Black RH front LH Rear	Yes		
24. WIPER Window Rubber 1"x36"	Yes		
25. Powder coat for mid-cab window frames	Yes		
26. SEAL Window Extruded Rubber	Yes		
27. KEY Window Rubber Locking	Yes		↓

28. SEAL Pound On Bubble Rubber	Yes		Included
29. DOOR RUBBER "D" shape w/psa .625" X .400"	Yes		↓
30. RUBBER Neoprene Bubble Adhesive	Yes		
31. SEAL Door W/Adhesive Sut Cab	Yes		
32. RUBBER Door Seal By Hinge .825 X .760 DIAMETER	Yes		
33. SEAL Door Jam Wedge W/PSA	Yes		
34. DRAIN 3/4" automatic at the bucket	Yes		
35. AIR PRIMER, MANUAL, "H" MOUNT, 3 BARREL	Yes		
36. FILTER breathing air FOR POASUTPHEN	Yes		
37. FTG female quick discnct 1/4" MPT POASUTPHEN	Yes		
38. ASSY Filter For Poasutphen	Yes		
39. INDICATOR, Air Restriction, For Poasutphen	Yes		
40. VALVE RELIEF 125PSI FOR POASUTPHEN	Yes		
41. PVC AIR BREATHING HOSE 3/8" NON-TOXIC	Yes		
42. FILTER RECEIVER DRIER FOR CONDENSOR 942082-S	Yes		
43. BLADE, WIPER - (part of SF003 kit)	Yes		
44. 2.5" PYROLITE GATE VALVE	Yes		
45. ZM PACKING KIT, 1000-1500 GPM	Yes		↓

46. KIT, STRAP, FOR 1710/1810	Yes		Included
47. DRAIN 3/4" automatic	Yes		
48. GAUGE Pressure Master 4.5" 0-400 w/ Logo	Yes		
49. LETTERING & STRIPING	Yes		
50. MICRO SWITCH	Yes		
51. UPDATE KIT 2.5" VALVE	Yes		
52. UPDATE KIT 2.0" VALVE	Yes		
53. MARKER LIGHT LED Aerodynamic	Yes		
54. UHMW blk psa uv 3" x 1/16" AV1126 ADHESIVE	Yes		
55. UHMW blk psa uv 6" x 1/16" AV1126 ADHESIVE	Yes		
56. GRABRAIL SST Knurled 28" C/L	Yes		
57. GASKET, CAB EXTERIOR S.S. GRAB HANDLE	Yes		
58. LIGHT Interior 6" Round LED Red/Clear	Yes		
59. LOUVER Round 4" Sonora Fixed	Yes		
60. LIGHT WATER RESISTANT FLEXIBLE LED WHITE 45" SINGLE WIRE IN ALL COMPARTMENTS	Yes		
61. FLOOR MAT Rear 62" Cab Black	Yes		
62. LIGHT, SOBRITE FLOOD, 7K LUMENS, CD-BS-2 MOUNT, 12V.	Yes		
63. Whelen Lightbar Installed	Yes		↓

64. FLANGE Light Whelen 600 E Series Light	Yes		Included	
65. TURN SIGNAL LED Steady Break Amber	Yes			
66. LIGHT, ROTA-BEAM, FLUSH MOUNT, WHITE LED W/CLEAR LENS	Yes			
67. TRIM RING CHROME FOR 4E & 43	Yes			
68. LED BACK UP LIGHT MAXIMUM INTENSITY 604BU	Yes			
69. LED TURN ARROW W/O FLG. AMBER 604T	Yes			
70. PLASTIC QUAD-CLUSTER HOUSING CHROME	Yes			
71. LGT 360 SUPER LED RED WITH RED LENS	Yes			
72. LIGHT Super LED W/Flasher Red With Red Lens W/O Flange	Yes			
73. SPECTRA LIGHT, LED, 240V W/ON-OFF SW ON TURNABLE & IN BUCKET	Yes			
74. GRILL Low Flow Slip Over Q2B	Yes			
75. NAMEPLATE Sutphen Logo Sm 7.875" x 3.5" w/psa	Yes			
76. BATTERY CABLE, Q2B GROUND	Yes			
77. BATTERY CABLE, Q2B POWER	Yes			
78. Q2B SOLENOID MOUNTING BRACKET	Yes			
79. SIREN Flush Mount C/P	Yes			
80. MOTOR, Q2B siren	Yes			
81. SWITCHFOOT, COMPACT, PRE WIRED	Yes			↓

82. LIGHT, LED MARKER, RED	Yes		Included
83. LIGHT Led Marker Amber Model 21	Yes		↓
84. SEAT SIERRA FX FIX BACK-GREY W/SUTPHEN LOGO	Yes		
85. SUSPENSION Air Base With Cover Air-100 Heavy Duty	Yes		
86. SEAT SCBA TANKER 450 GREY SUTPHEN LOGO ON HEADREST	Yes		
87. SEAT TANKER 400CT FLIP-UP GREY SUTPHEN LOGO ON HEADREST	Yes		
88. HEADLIGHT KIT, LED HIVIZ(4 headlights) 2 HI/LO, 2 HI BEAM	Yes		
89. LIGHT BRITAX Outline Marker Led Universal	Yes		
90. Mounting and hardware for cabinets and Fire Department Equipment, including labor	Yes		

Hose & Intake Valves

ITEM	COMPLY (Yes/No)	EXCEPTION	PRICE
91. 1000 feet of 5inch LDH, 100 foot sections with storz fittings, yellow	Yes		Included
92. 200 feet of 1 3/4, 50 foot sections hose, blue	Yes		↓
93. 200 feet of 1 3/4, 50-foot sections hose, yellow	Yes		
94. 200 feet of 2 1/2, 50 foot sections hose, orange	Yes		
95. 350 feet of 1 3/4, 50 foot sections hose, orange	Yes		
96. 400 feet of 3 inch, 50 foot sections, white	Yes		
97. 2 TFT Master Intakes with 5 inch Storz fittings	Yes		

98. 1 TFT Discharge with 5 inch Storz fitting	Yes		Included
Miscellaneous			
ITEM	COMPLY (Yes/No)	EXCEPTION	PRICE
99. Alignment, DOT inspection, Torque	Yes		Included
100. Final Detail for Delivery	Yes		↓
101. MISC. SUPPLIES	Yes		
102. AERIAL LADDER INSPECTION – From OEM and third party	Yes		
103. One (1) Year Service Contract from OEM certified technician	Yes		

BID FORM

TOTAL AMOUNT OF BID:

\$ 339,500.00

OF DAYS FROM DATE OF ORDER TO DELIVERY:

750 days

DISTANCE IN MILES FROM CITY OF BRECKSVILLE TO BIDDER'S INSTALLATION AND SERVICE FACILITY:

155 miles

EXCEPTIONS TO SPECIFICATIONS:

YES, SEE ATTACHED

NO

WARRANTY INFORMATION:

1 year Parts & Labor

Please attached additional pages, if required.

REFERENCES

List references for similar contract work completed during the last three years. Include name and phone number of a contact person for each reference listed.

1. Company or Municipality Name City of King
Address 302 W. King St.
Contact Name Steve Roberson
Phone (336) 983-3030 Email N/A
Contract Date 9/29/20

2. Company or Municipality Name Village of Mt Siload
Address 1 Municipal Dr Mt Siload, OH 43338
Contact Name Mark Carey
Phone (419) 260-7024 Email mcarey@fgfd.net
Contract Date 7/20/22

3. Company or Municipality Name City of Esccondido
Address 201 N. Broadway Esccondido, CA 92025
Contact Name Jeremiah Jennings
Phone (760) 839-4364 Email N/A
Contract Date 3/7/19

NAME OF BIDDER Sutphen Corporation

EXCEPTION SHEET

List here any and all exceptions to specifications upon which your bid is based. If there are no exceptions listed here, your bid will be considered to be in complete accordance with specifications.

No Exceptions

NAME OF BIDDER Sutphen Corporation

CITY OF BRECKSVILLE BIDDER'S AFFIDAVIT PERSONAL PROPERTY TAX DELINQUENCY

RE: City of Brecksville

Bid: Brecksville Fire Department Aerial Ladder Truck Refurbishment Project
Personal Property Tax Certification
Required by Ohio Revised Code
Section 5719.042

City of Brecksville
9069 Brecksville Road
Brecksville, OH 44141

Dear Sir:

Sutphen Corporation
Company Name

Drew Sutphen
President/Owner
Drew Sutphen, President

(A) The above hereby certifies that the party to whom contract award is being considered was not charged with any delinquent personal property tax on the general tax list of personal property for any county in the State of Ohio at the time the bid was submitted for the above referenced contract.

OR

Company Name

President/Owner

(B) The above hereby certifies that the party to whom contract award is being considered has been charged with a delinquency regarding personal property tax on the general tax list of personal property for any county in the State of Ohio at the time of bid opening for the above referenced contract. The amount of the due and unpaid delinquent taxes, including any due and unpaid penalties and interest thereon, is \$ _____. It is understood that the Treasurer is required to transmit this statement to the County Treasurer.

It is understood that, by law, this statement is to be signed by the party whose bid has been tentatively accepted, and must be affirmed under oath. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted to the Cuyahoga County Fiscal Officer within thirty days of the date it is submitted. The statement must be incorporated into the contract before any payment can be made under the subject contract.

Drew Sutphen SWORN TO before me and subscribed in my
presence this 31st day of October, 2021

Sharon S. Juras

Notary Public



SHARON S JURAS
Notary Public
State of Ohio
My Comm. Expires
May 19, 2026

CERTIFICATE OF COMPLIANCE

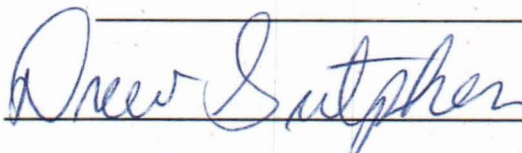
By signing this certificate, I certify that I/my company is in full compliance with the political contributions limitations established in Ohio Revised Code 3517.13, and is therefore eligible to receive a contract from the City of Brecksville.

Ohio Revised Code 3517.13 states in part that no political subdivision shall award any contract for the purchase of goods or services with a cost aggregating more than ten thousand dollars in a calendar year, to any individual, partnership or other unincorporated business, if any member of the firm, their spouse and/or certain other individuals has made, within the previous twenty-four months, one or more contributions totaling in excess of one thousand dollars to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee, or one or more contributions totaling in excess of two thousand dollars for the business. Bidders are responsible for understanding the code, how it pertains to their business and whether they comply. The complete Code can be found at <http://codes.ohio.gov/orc/3517.13>.

Brecksville's elected officials are: Mayor Daryl J. Kingston, Council President Dominic Caruso, Council Vice President Beth Savage, Councilmembers Ann Koepke, Brian Stucky, Mark Jantzen, Dan Bender, and AJ Ganim

COMPANY NAME Sutphen Corporation

ADDRESS 6450 Eiterman Rd.
Dublin, Oh 43016

AUTHORIZED SIGNATURE 

PRINTED NAME Drew Sutphen

EMAIL ADDRESS Drew @sutphencorp.com

DATE SIGNED _____

.....
DESCRIPTION OF WORK TO BE PERFORMED

Brecksville Fire Department Aerial Ladder Truck Refurbishment Project

FINDINGS FOR RECOVERY CERTIFICATION

I am aware that Ohio law, under certain circumstances, prohibits a political subdivision from awarding a contract for goods, services or construction to any person against whom a finding of recovery has been issued by the Auditor of State, if that finding is unresolved.

I hereby certify that an unresolved finding for recovery has not been issued against:

Sutphen Corporation

(Company Name)

Signature: Drew Sutphen

Printed Name: Drew Sutphen

Title: President

Date: 10/31/24



Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,
Organization: **Sutphen**
Date: **11/12/2024 3:38:33 PM**

This search produced the following list of **1** possible matches:

Name/Organization	Address
Sutter, Teresa	County Road 41

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

DEBARRED CONTRACTORS

There are currently no debarred contractors.

For questions, please contact the Department of Commerce, Bureau of Wage & Hour.

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

5619

Resolution No. _____

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN
AUDIT ARRANGEMENT WITH THE AUDITOR OF STATE BY MEANS
OF AN ENGAGEMENT LETTER FOR THE AUDIT OF THE CITY'S
BASIC FINANCIAL STATEMENTS AS OF AND FOR THE YEAR
ENDED DECEMBER 31, 2024; AND DECLARING AN EMERGENCY**

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


SECTION 1. The Mayor be, and he hereby is, authorized to enter into an audit arrangement with the Auditor of State by means of a Letter of Arrangement for the audit of the city's basic financial statements as of and for the year ended December 31, 2024 at a total cost not to exceed thirty-two thousand, eight hundred eighty-two dollars (\$32,882.00), a copy of which Letter of Arrangement is attached hereto as Exhibit "A" and made a part hereof.

SECTION 2. The Council hereby appropriates a sum not to exceed thirty-two thousand, eight hundred eighty-two dollars (\$32,882.00) and authorizes the Director of Finance to transfer the funds necessary to complete these expenditures from the available funds of the City. The Director of Finance is further authorized to issue the fiscal officer's certificate necessary to make the expenditures described above and is further directed to issue vouchers of this City in the amounts and for the purposes as expressed herein, said amounts to be charged to the appropriately designed Fund.

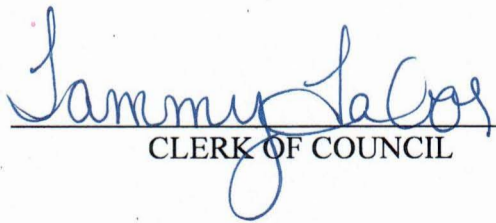
SECTION 3. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the need for the State Auditor to audit the city's basic financial statements, therefore, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: November 19, 2024

APPROVED: November 19, 2024

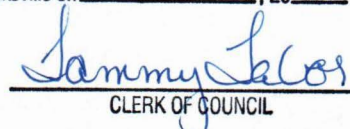


MAYOR



CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5619 duly passed by the Council of the City of Brecksville, Ohio, on 11.19, 2024 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 11.22, 2024.



CLERK OF COUNCIL

OHIO AUDITOR OF STATE KEITH FABER



65 East State Street
Columbus, Ohio 43215
ContactUs@ohioauditor.gov
800-282-0370

November 8, 2024

Laura Starosta, Director of Finance
City of Brecksville
9069 Brecksville Road
Brecksville, Ohio 44141

This engagement letter describes the arrangement between the City of Brecksville, Cuyahoga County, Ohio (the City) and the Auditor of State including the objective and scope of the services we will provide, the City's required involvement and assistance in support of our services, the related fee arrangements, and other terms and conditions designed to ensure that our professional services satisfy the City's audit requirements.

SUMMARY OF SERVICES

We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

We will audit the City's basic financial statements as of and for the year ended December 31, 2024 to express our opinion concerning whether the basic financial statements and related disclosures present fairly, in all material respects, the City's financial position, changes in financial position, required budgetary comparisons, and cash flows (where applicable), in conformity with U.S. generally accepted accounting principles.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements for each opinion unit and related disclosures are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and the financial audit standards in the Comptroller General of the United States' *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

We will also opine on whether supplementary information is fairly presented, in all material respects, in relation to the basic financial statements taken as a whole.

We will apply certain limited procedures to required supplementary information. However, we will not opine or provide any assurance on this information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any other assurance.

We also will read the other information included in the introductory and statistical sections of the Annual Comprehensive Financial Report and consider whether this information, including the manner of its presentation, is materially consistent with information appearing in the financial section. However, we will not express an opinion or any other assurance on the introductory or statistical sections of the Annual Comprehensive Financial Report.

We expect to deliver our report on or about June 30, 2025.

Engagement Team

The engagement will be led by:

- * William Ward, Assistant Chief Auditor, who will be responsible for assuring the overall quality, value, and timeliness of our services to you;
- * Lindsey Young, Senior Audit Manager, who will be responsible for managing the delivery of our services to you; and
- * Cory Smith, Audit Manager, who will be responsible for on-site administration of our services to you.

OUR AUDITOR RESPONSIBILITIES

We will conduct our audit in accordance with GAAS and the Comptroller General of the United States' standards for financial audits included in *Government Auditing Standards*, the Single Audit Act Amendments of 1996, and *Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

1. Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
2. Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
3. Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
4. Test the City's compliance with certain provisions of laws, regulations, contracts, and grants if noncompliance might reasonably directly and materially affect the financial statements. However, except for major federal financial assistance programs, our objective is not to opine on overall compliance with these provisions.
5. Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about your ability to continue as a going concern for a reasonable period of time.

Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatement, whether due to fraud or error, may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS. It is not cost-efficient to design procedures to detect immaterial error or immaterial fraud. Also, because of the characteristics of fraud noted above, a properly designed and executed audit may not detect a material fraud.

Additional Auditor Responsibilities and Reporting under Uniform Guidance

For grant funding subject to the Uniform Guidance, as the Guidance requires, we will determine the major federal award program(s) and test controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to opine on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

Additionally, the Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on compliance based on the audit. While reasonable assurance is a high level of assurance, it is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could directly and materially affect each of your major programs.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, the auditor's responsibilities are to:

- exercise professional judgment and maintain professional skepticism throughout the audit;
- identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the entity's compliance with compliance requirements subject to audit and performing such other procedures as the auditor considers necessary in the circumstances' and
- obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over compliance. Accordingly, no such opinion is expressed.

In accordance with the Uniform Guidance, we will prepare the following report:

Independent Auditor's Report on Compliance with Requirements Applicable To the Major Federal Program and on Internal Control Over Compliance Required by the Uniform Guidance

Our report on compliance will include our opinion on compliance with major federal financial assistance programs and also describe instances of noncompliance with Federal requirements we detect that require reporting per the Uniform Guidance. This report will also describe any significant deficiencies and/or material weaknesses we identify relating to controls used to administer Federal award programs. However, this report will not opine on internal control used to administer Federal award programs.

We are also responsible for completing certain parts of OMB Form SF-SAC (the Data Collection Form).

Additional Auditor Communication

As part of this engagement the Auditor of State will communicate certain additional matters (if applicable) to the appropriate members of management and to those charged with governance. These matters include:

1. Misstatements for correction, whether corrected or uncorrected
 - a. We will present those charged with governance our Summary of Identified Misstatements (if any) at the conclusion of our audit;
2. Instances where we believe fraud may exist. These would include instances where we:
 - a. Have persuasive evidence that fraud occurred.
 - b. Determined fraud risks exist and were unable to obtain convincing evidence to determine that fraud was unlikely;
3. Noncompliance that comes to our attention. However, our audit provides no assurance that noncompliance generally will be detected and only reasonable assurance that we will detect noncompliance directly and materially affecting the determination of financial statement amounts;
4. Significant risks identified during the audit;
5. Any disagreements with management, whether or not satisfactorily resolved, about matters that individually or in the aggregate could be significant to the financial statements or our opinion;
6. Our views about matters that were the subject of management's consultation with other accountants about auditing and accounting matters;
7. Significant, unusual transactions;
8. Major issues that were discussed with management related to retaining our services, including, among other matters, any discussions regarding the application of accounting principles and auditing standards;
9. Significant difficulties we encountered during the audit, including significant delays by management, the unavailability of City personnel, or an unwillingness by management to provide information necessary to perform our procedures; and
10. Matters that are difficult or contentious for which we consulted outside the engagement team and that are, in our professional judgment, significant and relevant to those charged with governance regarding their responsibility to oversee the financial reporting process.

We will also communicate pertinent information, as necessary in our professional judgment, to those that have ongoing oversight responsibilities for the audited entity, including contracting parties or legislative committees, if any.

Our evaluation of internal control may provide evidence of waste or abuse. Because the determination of waste and abuse is subjective, we are not required to perform specific procedures to detect waste or abuse. If we detect waste or abuse, we will determine whether and how to communicate such matters.

If for any reason we are unable to complete the audit or are unable to form an opinion, we may disclaim an opinion on your financial statements. In this unlikely event, we will communicate the reason for disclaiming an opinion to you, and to those charged with governance, in writing.

YOUR MANAGEMENT RESPONSIBILITIES AND IDENTIFICATION OF THE APPLICABLE REPORTING FRAMEWORK

We will audit assuming that management and those charged with governance acknowledge and understand they are responsible for:

1. Preparing the financial statements and other financial information, including related disclosures and selecting and applying accounting principles in accordance with accounting principles generally accepted in the United States of America. This includes compliance with Ohio Admin. Code 117-2-01 which requires designing, implementing and maintaining internal controls relevant to preparing and fairly presenting financial statements free from material misstatement whether due to fraud or error.
2. Providing us with:
 - a. draft financial statements, including all information relevant to their preparation and fair presentation, whether obtained from within or outside of the general and subsidiary ledgers (including all information relevant to the preparation and fair presentation of disclosures) and any accompanying other information in time to allow the auditor to complete the audit in accordance with the proposed timeline;
 - b. access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, including an expectation that management will provide access to information relevant to disclosures;
 - c. written representations as part of the engagement, from management and/or attorneys, understanding separate legal fees from attorneys may result;
 - d. additional information that we may request from management for the audit;
 - e. unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence;
 - f. the initial selection of and changes in significant accounting policies and their application; and
 - g. the process management uses to formulate particularly sensitive accounting estimates and the basis for their conclusions regarding the reasonableness of those estimates.
3. Inform us of events occurring or facts discovered subsequent to the date of the financial statements, of which management may become aware, that may affect the financial statements.
4. Preparing supplementary information (including the Schedule of Expenditures of Federal Awards) in accordance with the applicable criteria.
 - a. Include our report on the supplementary information in any document that includes the supplementary information and that indicates that the auditor has reported on this supplementary information.
 - b. Present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by the City of the supplementary information and the auditor's report thereon.
5. Preparing other information, including but not limited to, annual reports as defined by AU-C 720, *Other Information in Documents Containing Audited Financial Statements*. Annual reports, including the final version of the City's ACFR and Popular Annual Financial Report (PAFR), will be made available for our review prior to the date of the auditor's report.
6. Reporting fraud and noncompliance of which you are aware to us.
7. Reviewing drafts of the audited financial statements, disclosures, any supplemental information, auditor's reports and any findings; and informing us of any edits you believe may be necessary.
8. Designing and implementing programs and controls to prevent and detect fraud.

You should not rely on our audit as your primary means of detecting fraud.

Compliance with Laws and Regulations

Management and those charged with governance are responsible for:

1. Being knowledgeable of, implementing systems designed to achieve compliance with, and complying with, laws, regulations, contracts, and grants applicable to the City.
2. Identifying for us other financial audits, attestation engagements, performance audits, internal audits, reports from regulators or other studies related to the City (if any), and the corrective actions taken to address these audits' significant findings and recommendations.
3. Tracking the status of prior audit findings.
4. Taking timely and appropriate steps to remedy fraud, noncompliance, violations of provisions of laws, regulations, contracts or grant agreements, waste or abuse we may report.
5. Providing your views and planned corrective action on audit findings we may report.

Internal Control

Management and those charged with governance are responsible for designing, implementing and maintaining internal control relevant to compliance and the preparing and fairly presenting financial statements that are free from material misstatement, whether due to fraud or error. Appropriate supervisory reviews are necessary to reasonably assure that adopted policies and prescribed procedures are followed.

Service Organizations

Service organizations are other governmental entities, organizations, or companies that provide services to you, as the user City, relevant to your internal controls over financial reporting. Service organizations process transactions reflected in your City's financial statements, and therefore fall within the scope of our audit. While service organizations are responsible for establishing and maintaining their internal control, you are responsible for being aware of the service organizations your City uses, and for establishing controls to monitor the service organization's performance. Because the complexity of service organization transaction processing can vary considerably, your monitoring activities can vary accordingly.

When transaction processing is complex and the volume of transactions is relatively high, obtaining and reviewing a service organization auditor's *Independent Service Auditor's Report on Management's Description of a Service Organization's System and the Suitability of the Design and Operating Effectiveness of Controls* Report (Type 2 Service Organization Control Report (SOC 1)) may be the most effective method of meeting your responsibility to monitor a service organization, and may also be the only efficient means by which we can obtain sufficient evidence regarding their internal controls. AT-C Section 320, *Reporting on an Examination of Controls at a Service Organization Relevant to User Entities' Internal Control Over Financial Reporting* discusses the aforementioned report. (In some circumstances, we can accept a suitably designed agreed-upon procedures report (AUP) in lieu of a SOC 1 report.)

You are responsible for informing our staff of the service organizations your City uses, and for monitoring these service organizations' performance.

We are aware of no service organizations your City uses. Please confirm to us that our understanding is correct.

Service organizations of which we are aware are:

- Cuyahoga County, which bills and collects your City's property taxes
- Regional Income Tax Agency (RITA), which collects your City's income taxes
- Great Lakes Billing Associates, which bills and collects your City's ambulance receipts
- Medical Mutual, which is the third-party administrator for your City's health care self-insurance

Please confirm to us that, to the best of your knowledge, the above listing is complete.

Of the service organizations above, those for which we believe the complexity of processing and volume of transactions warrant a SOC 1(or AUP) report are:

- Regional Income Tax Agency (RITA), which collects your City's income taxes
- Great Lakes Billing Associates, which bills and collects your City's ambulance receipts
- Medical Mutual, which is the third-party administrator for your City's health care self-insurance

Without an acceptable SOC 1 or AUP report for the above-listed organizations, generally accepted auditing standards may require us to qualify our opinion on your City's financial statements due to an insufficiency of audit evidence regarding service organization transactions included in your City's financial statements. You are responsible for communicating the need for a SOC 1 or AUP report to these service organizations, and also for communicating the deadline for which we need the report to meet your reporting deadline. We will require the reports by approximately May 30, 2025 to meet your reporting deadline of June 30, 2025.

Uniform Guidance and Related Reporting

You are responsible for identifying all federal awards received and understanding the compliance requirements, federal statutes, regulations and the terms and conditions relating to Federal award programs, and for complying with them. You are responsible for compiling the Schedule of Expenditures of Federal Awards and accompanying footnote disclosures.

For grant funding subject to the Uniform Guidance, you are required to design, implement, and maintain effective internal controls to reasonably assure compliance with federal statutes, regulations and terms and conditions of federal awards and controls relating to preparing the Schedule of Expenditures of Federal Awards. Additionally, you are responsible for evaluating and monitoring noncompliance with federal laws, statutes, regulations, rules, and provisions of contracts or grant agreements of federal awards; taking prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly following up and taking corrective action on reported audit findings; and for preparing a summary of schedule of prior audit findings and a separate corrective action plan.

You are responsible for informing us of significant subrecipient relationships, beneficiary relationships and contractor relationships (previously known as vendor relationships), when the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for completing your City's Data Collection Form and assuring the reporting package (including the Data Collection Form) is filed in accordance with the electronic submission requirements.

You are responsible for providing electronic files that are unlocked, unencrypted and in a text searchable PDF format for your City's single audit submission of the reporting package to the Federal Audit Clearinghouse.

REPRESENTATIONS FROM MANAGEMENT

Upon concluding our engagement, management and, when appropriate, those charged with governance will provide to us written representations about the audit that, among other things, will confirm, to the best of their knowledge and belief:

- management's responsibility for preparing the financial statements and relevant disclosures in conformity with generally accepted accounting principles, and the Schedule of Expenditures of Federal Awards in accordance with the Uniform Guidance;
- the availability of original financial records and related data, the completeness and availability of all minutes of the legislative or other bodies and committee meetings;
- management's responsibility for the City's compliance with laws and regulations;
- the identification and disclosure to the auditor of all laws, regulations, and provisions of contracts and grant agreements directly and materially affecting the determination of financial statement amounts; and
- the absence of fraud involving management or employees with significant roles in internal control.

Additionally, we will request representations, as applicable, regarding:

- the inclusion of all components, and the disclosure of all joint ventures and other related organizations;
- the proper classification of funds, net position and fund balances;
- the proper approval of reserves of fund equity;
- appropriate accounting and disclosure of related party transactions;
- compliance with laws, regulations, and provisions of contracts and grant agreements, including budget laws or ordinances; compliance with any tax or debt limits, and any debt covenants;
- representations relative to required supplementary information;
- the identification of all federal assistance programs, and compliance with grant requirements; and
- events occurring subsequent to the fiscal year end requiring adjustment to or disclosure in the financial statements or Schedule of Expenditures of Federal Awards.

Management is responsible for adjusting the financial statements to correct misstatements we may detect during our audit and for affirming to us in the representation letter that the effects of any uncorrected misstatements we aggregate during our engagement and pertaining to the latest period the statements present are immaterial, both individually and in the aggregate, to the opinion units. (*Financial statements include the related disclosures and required and other supplemental information*).

TERMS AND CONDITIONS SUPPORTING FEE

As a result of our planning process, the City and the Auditor of State have agreed to an approach designed to meet the City's objectives for an agreed-upon fee, subject to the following conditions.

Our Auditor Responsibilities

In providing our services, we will consult with the City regarding matters of accounting, financial reporting, or other significant business issues. Accordingly, our fee includes estimated time necessary for this consultation. Circumstances may require the Auditor of State to confirm balances with your financial institution resulting in additional nominal charges which will not require an amendment to this agreement. However, should a matter require research, consultation or audit work beyond this estimate, the Auditor of State and the City will agree to an appropriate revision in services and fee. These revisions will also be set forth in the form of the attached *Amendment to Engagement Letter*.

Your Management Responsibilities

The City will provide in a timely manner all financial records and related information to us, an initial list of which will be furnished to you, including timely communication of all significant accounting and financial reporting matters, as well as working space and clerical assistance as mutually agreed upon and as is normal and reasonable in the circumstances. When and if for any reason the City is unable to provide these schedules, information and assistance, the Auditor of State and the City will mutually revise the fee to reflect additional services, if any, we require to achieve these objectives. These revisions will be set forth in the form of the attached *Amendment to Engagement Letter*.

Confidential Information

You should make every attempt to minimize or eliminate the transmission of personal information to the Auditor of State (AOS). All documents you provide to the AOS in connection with our services including financial records and reports, payroll records, employee rosters, health and medical records, tax records, etc. should be redacted of any personal information. Personal information includes social security numbers, date of birth, drivers' license numbers or financial institution account numbers associated with an individual. The public office should redact all personal information from electronic records before they are transmitted to the AOS. This information should be fully blacked out in all paper documents prior to sending to the AOS. If personal information cannot be redacted from any records or documents; the public office must identify these records to the AOS.

If redacting this personal information compromises the audit or the ability to prepare financial statements, the public office and the AOS will consider these exceptions on a case-by-case basis. Additionally, if redacting this information creates a hardship on the public office in terms of resources, recordkeeping or other issues, the public office and the AOS may collaborate on alternative methods of providing the public office's data to the AOS without compromising the personal information of individuals served by the public office. The AOS is willing to work with the public office and it is our intent to greatly reduce the amount of personal information submitted to the AOS for audit or financial statement preparation purposes. It is important that the public office review internal policies to find ways to eliminate as much personal information from financial records as possible by substituting non-personal information (i.e., change social security numbers to employee identification numbers).

Fee

Except for any changes in fees and expenses which may result from the circumstances described above, we expect our fees and expenses for our audit services will not exceed \$32,882.

Pursuant to Ohio Rev. Code § 117.13, you may charge all of this audit's cost to the general fund or you may allocate the cost among the general fund and other eligible funds. While eligible funds may include federal grant funds, additional restrictions under the Uniform Guidance 2 CFR 200.425 should be considered. For more information, refer to the annual *Hourly Audit Rates and Allocation of Audit Costs* technical bulletin available at www.ohioauditor.gov.

eServices Portal and Billing

The Auditor of State's billing statements are available through the office's eServices portal located at <https://eservices.ohioauditor.gov>. Clients are required to designate one, or more, authorized users who must complete the registration process to establish an eServices account. A confirmed account will have the ability to access and/or update information regarding their customer account, including entity contact information, billing and payments, and an electronic check option for online payments. Authorized users are encouraged to keep eServices contact information updated.

Auditor of State billing statements are prepared monthly and are sent to clients who have an outstanding balance through a paperless electronic billing system. Audit and Local Government Services are charged monthly, while clients using the Uniform Accounting Network are charged quarterly. The City of Brecksville will receive an email notification at the beginning of the month that a statement is available for review. Clients are to access their billing statement upon receipt through eServices, and payment is due by the date identified on the statement.

Delinquent Accounts

A failure to pay the Auditor of State in full within forty-five days of the payment due date, identified on the monthly statement, shall constitute a delinquent account. Continued failure to make payment will result in the delinquent account being certified to the Ohio Attorney General's Office, Collection Enforcement, for collection under Ohio Revised Code 131.02(A). Alternatively, Ohio Revised Code 117.13(D) authorizes the Director of the Office of Budget and Management or the county auditor, in order to satisfy certified balances owed to the office of the Auditor of State, to withhold from a public office with delinquent accounts any amounts that are available up to the amount owed by the public office from those funds lawfully payable and due to the public office.

Audit clients experiencing difficulty meeting these requirements should contact the Auditor of State's Finance Department to make arrangements to pay delinquent balances prior to certification. Outstanding delinquent accounts may impact audit eligibility for reduced services, including agreed upon procedures and basic audits.

REPORTING

We will issue a written report upon completing our audit of your financial statements. We will address our report to those charged with governance. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter paragraph or other-matter paragraph to our auditor's report, or if necessary, withdraw from the engagement.

Upon completing our audit, we will also issue a written report in accordance with *Government Auditing Standards* on internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters.

ACCESS TO OUR REPORTS AND WORKING PAPERS

AU-C 905—*Alert That Restricts the Use of the Auditor's Written Communication* requires our reports to disclose the following:

Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Required by Government Auditing Standards:

This report only describes the scope of our internal control and compliance testing and our testing results and does not opine on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed under *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this report is not suitable for any other purpose.

Independent Auditor's Report on Compliance with Requirements Applicable to the Major Federal Program and on Internal Control Over Compliance Required by the Uniform Guidance:

This report only describes the scope of our internal control compliance tests and the results of this testing based on Uniform Guidance requirements. Accordingly, this report is not suitable for any other purpose.

AU-C 905 requires us to include this restrictive language in our reports due to concerns that other readers may not fully understand the purpose of the report, the nature of the procedures applied in its preparation, the basis or assumptions used in its preparation, the extent to which the procedures performed are generally known or understood, and the potential for the report to be misunderstood, when taken out of the context for which it was intended.

However, under Revised Code § 117.26, an audit report becomes a public record under Ohio Rev. Code § 149.43 when we file copies of the report with the public officers enumerated in the Revised Code. When we file the reports, our working papers become available to the public, including federal agencies and the U.S. Government Accountability Office, upon request, subject to information protected for criminal investigations, by attorney-client privilege or by local, state or federal law. AU-C 905 does not affect public access to our reports or working papers.

Under generally accepted auditing standards, we must retain working papers for five years after the release date of our opinion. However, AOS policy requires we retain working papers for seven years or longer, as needed.

PEER REVIEW REPORT

As required by *Government Auditing Standards*, we have made our most recent external quality control review report (Peer Review) publicly available, at [https://ohioauditor.gov/publications/docs/Peer Opinion.pdf](https://ohioauditor.gov/publications/docs/Peer%20Opinion.pdf). Audit organizations can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. The Auditor of State received a peer review rating of *pass*.

ACKNOWLEDGEMENT AND AGREEMENT

Please sign and return this letter to indicate your acknowledgement of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities. If you have any questions, please call Lindsey Young at 216-787-5834.

Sincerely,

KEITH FABER
Auditor of State

William J. Ward

Digitally signed by William J.
Ward
Date: 2024.11.12 08:05:43 -05'00'

William Ward, CPA
Assistant Chief Auditor, Northeast Region

Attachment

cc: Mayor
Council

 **DARYL J. KINGSTON**

ACKNOWLEDGED AND AGREED TO BY

11/19/24
DATE

MAYOR
TITLE

2 CFR Part 200 REPORTING PACKAGE

2 CFR Part 200 Reference	Item	Responsibility	
		Auditee	Auditor
.508(b); .510(a)	Financial Statements	✓	
.515(a)	Report (opinion) on financial statements		✓
508(b); .510(b)	Schedule of Expenditures of Federal Awards	✓	
.515(a)	Report ("in-relation-to" opinion) on Schedule of Expenditures of Federal Awards		✓
.515(b)	Report on Compliance and Internal Controls - Financial Statements		✓
.515(c)	Report on Compliance and Internal Controls - (Major) Federal Awards		✓
.515(d)	Schedule of Findings and Questioned Costs ¹		✓
.508(c); .511(a),(b)	Schedule of Prior Audit Findings ⁴	✓	
.512(a), (b)	Data Collection Form ²	✓	✓
.511(c)	Corrective Action Plan ³	✓	

¹ Required in all cases.

² You may only submit the reporting package and Data Collection Form electronically. The reporting package will be uploaded and submitted along with the Data Collection Form. The Federal Audit Clearinghouse will distribute the required reporting packages to the Federal agencies per Section __.512(g) of the Uniform Guidance if the audit requires distribution to a Federal-funding agency. Complete the auditee certification process and submit the single audit reporting package and the Data Collection Form electronically to the Federal Audit Clearinghouse within the earlier of 30 days after receipt of our reports or nine months after the end of the audit period.

³ Required for any GAGAS level or UG findings

**SAMPLE
AMENDMENT # _____ TO ENGAGEMENT LETTER**

Date _____

Chief Financial Officer OR Chief Executive Officer (See AOSAM 30300.7)

Entity Name _____
County Name _____
Street Address _____
City, Ohio Zip Code _____

Dear Letter Addressee:

The engagement letter dated Engagement Letter Date between the Auditor of State and the Entity Type is hereby amended to reflect the following:

<u>Description of / Causes for Amendment</u>	<u>Estimated Fee Effect</u>
1	
2	
3	
4	

Total this amendment	\$0.00
Previous fee estimate	_____
Revised fee estimate	<u><u>\$0.00</u></u>

Please sign the copy of this letter in the space provided and return it to us. If you should have any questions, please call Name of SAM at Office Phone Number.

Sincerely,

KEITH FABER
Auditor of State

Name of CA/ACA _____
Assistant Chief Auditor, Region Name Region

cc: Engagement Letter cc's

ACKNOWLEDGED AND AGREED TO BY

DATE

TITLE

ORDINANCE RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5754

AN ORDINANCE AUTHORIZING THE CHIEF OF POLICE TO ENTER INTO A PROTOCOL AGREEMENT WITH THE METROHEALTH SYSTEM TO SET FORTH THE STANDARDS AND CRITERIA TO GOVERN THE INTERACTION AND COOPERATION BETWEEN METROHEALTH AND THE BRECKSVILLE POLICE; AND DECLARING AN EMERGENCY

WHEREAS, MetroHealth operates the Brecksville Health and Surgery Center 15 9200 Treeworth Blvd., Brecksville, Ohio 44141; and

WHEREAS, MetroHealth has applied to the Ohio Secretary of State to have a number of officers from its security department appointed and commissioned to act as police officers for MetroHealth in accordance with Section 4973.17 of the Ohio Revised Code; and

WHEREAS, prior to its officers engaging in any activities or duties as police officers, MetroHealth must obtain the approval from the Brecksville Police Chief in accordance with Section 4973.17(D)(1)(a) of the Ohio Revised Code; and

WHEREAS, MetroHealth has received the requisite approval from the Police Chief and is required by Section 4973.17(D)(1)(b) of the Ohio Revised Code to enter into an agreement which sets forth the standards and criteria to govern the interaction and cooperation between Metrohealth and the Brecksville Police.

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

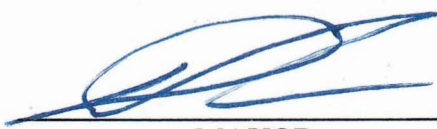
SECTION 1. The Chief of Police be, and hereby is, authorized to enter into a Protocol Agreement with the MetroHealth System to set forth the standards and criteria to govern the interaction and cooperation between MetroHealth and the Brecksville Police, a copy of said Agreement being attached hereto and expressly made a part hereof by reference, and marked Exhibit "A".

SECTION 2. The Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is that it is necessary to be in accordance with the Ohio Revised Code, therefore, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

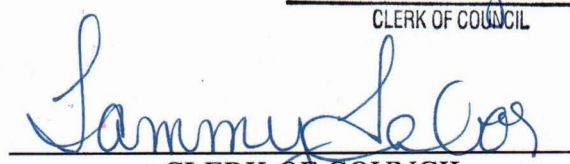
I do hereby certify that the foregoing is a true and correct copy of Ordinance No. 5754 duly passed by the Council of the City of Brecksville, Ohio, on 11-19, 20 24 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 11-22, 20 24.

PASSED: November 19, 2024

APPROVED: November 19, 2024



MAYOR



CLERK OF COUNCIL



CLERK OF COUNCIL

EXHIBIT "A"
PROTOCOL AGREEMENT

THIS PROTOCOL AGREEMENT ("Agreement") is made as of the 29th day of October, 2024 (the "Effective Date"), by and between the City of Brecksville, an Ohio municipal corporation, for its Police Department, with an address at 9200 Treeworth Blvd., Brecksville, Ohio 44141 ("Brecksville Police") and The MetroHealth System, a county hospital organized and operated under Chapter 339 of the Ohio Revised Code located at 2500 MetroHealth Drive, Cleveland, Ohio 44109 ("MetroHealth").

RECITALS

- A. MetroHealth operates the Brecksville Health and Surgery Center at 9200 Treeworth Blvd., Brecksville, Ohio 44141.
- B. MetroHealth has applied to the Ohio Secretary of State to have a number of officers from its security department (the "Officers") appointed and commissioned to act as police officers for MetroHealth in accordance with Section 4973.17 of the Ohio Revised Code ("ORC").
- C. Prior to its Officers engaging in any activities or duties as police officers, MetroHealth must obtain the approval from the Brecksville Police Chief (the "Chief") in accordance with Section 4973.17(D)(1)(a) of the ORC.
- D. MetroHealth has received the requisite approval from the Chief and is now required by Section 4973.17(D)(1)(b) of the ORC to enter into an agreement with the Chief which sets forth the standards and criteria to govern the interaction and cooperation between MetroHealth and the Brecksville Police.
- E. MetroHealth police officers that will serve as hospital policemen have received their Ohio Peace Officer Training Certification and they are not disqualified by ORC 4973.171.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Authority. The Chief grants MetroHealth and its Officers the authority to perform the acts set forth in this Agreement or as otherwise provided by law. Notwithstanding the foregoing, such authority shall only extend to the Officers when such Officers are engaging in such activity directly in the discharge of their duties as an employee of MetroHealth. The Chief authorizes, and MetroHealth agrees, that any personnel conducting law enforcement duties as described in paragraph 3(a)-(e) of this Agreement shall only be OPOTA-certified police officers. Further, it shall solely be the responsibility of MetroHealth to ensure that all of the Officers maintain all of the proper and necessary commissions and certifications.
2. Jurisdiction. The territorial jurisdiction of MetroHealth and its Officers shall be limited to the MetroHealth facility at 9200 Treeworth Blvd., Brecksville, Ohio 44141 and the streets on or

adjacent thereto as more fully set forth on Exhibit A attached hereto and incorporated herein (the "Jurisdiction").

3. Authority of MetroHealth Officers. To the extent authorized by Section 4973.17 of the ORC, the Officers commissioned by the State of Ohio serving in MetroHealth's Department of Public Safety shall have the authority to do all of the following:
- (a) Exercise detainment powers as and when appropriate; to include Application for Emergency Admission ORC 5122.10;
 - (b) Direct traffic flow or re-route traffic within its Jurisdiction in the case of emergencies or MetroHealth events;
 - (c) Exercise arrest powers as and when appropriate and sign charges for arrestees;
 - (d) Investigate crimes occurring within MetroHealth's Jurisdiction and present completed criminal case investigations for misdemeanor crimes directly to the City prosecutor and present completed criminal case investigations for felony crimes directly to the Cuyahoga County Grand Jury; and
 - (e) Exercise any other authority granted by Section 4973.17 of the ORC in emergency circumstances where it is required to safeguard MetroHealth's patients, employees, guests and their families.

The parties acknowledge and agree that MetroHealth will not house, hold or transport arrestees and that control of any arrested person shall be relinquished to the first available officer from Brecksville Police Department.

4. Policies and Procedures. Except as expressly set forth herein, the roles, responsibilities, policies, procedures and relationships between Brecksville Police and MetroHealth shall otherwise remain unchanged.

5. Term. The term of this Agreement ("Term") shall commence upon the Effective Date and continue in full force and effect so long as the Officers are commissioned to act as police officers for MetroHealth in accordance with Section 4973.17 of the ORC. Either party may terminate this agreement upon thirty (30) days' advanced written notice.

6. Liability and Insurance. MetroHealth indemnifies and holds harmless the City of Brecksville, its representatives, officials, officers, and employees from any and all liability relating to claims and causes of action arising out of the actions of MetroHealth employees and contractors. MetroHealth shall provide the Chief of Police with a certificate of insurance with minimum limits of \$2,000,000 per occurrence naming the City of Brecksville as a named insured effective at all times during the Term.

7. Amendments. This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto.

8. Severability. If any provision of this Agreement is found to be void or illegal for any reason, the remaining provisions of this Agreement shall continue in full force and effect for the full term of the Agreement.

9. Governing Law. This Agreement has been executed and delivered in, and shall be interpreted, construed and enforced pursuant to and in accordance with the laws of the State of Ohio.

10. Entire Agreement. This document contains the whole of the understanding between the Parties relative to the issues discussed herein and merges within it any and all prior and/or contemporaneous negotiations, understandings, agreements and representations, whether oral or written.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

THE METROHEALTH SYSTEM

DocuSigned by:
Olusegun Ishmael, MD
By: _____
26F79365F8D9458...

Date: 10/30/2024

Approved as to Form:

Approved as to Form
The MetroHealth System
Office of General Counsel
By: [Signature]
Date: 10/29/2024

BRECKSVILLE POLICE DEPARTMENT

By: [Signature]
Stan A. Korinek, Police Chief

Date: 11/19/2024

Approved as to Form:

[Signature]
David J. Matty, Law Director
Law Director