



## CITY COMMISSION MEETING AGENDA

CITY COMMISSION

DAYTON, OHIO

APRIL 6, 2016

6:00 P.M.

### I. AGENDA SCHEDULE

**Please register to speak on items 9, 11 and 13 with the Clerk of the Commission.**

**(Sign-up sheets at entrance of Commission Chambers.)**

1. Call Meeting to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Approval of Minutes
6. Communications and Petitions Distribution (if any)
7. Special Awards/Recognition
8. Discussion of City Manager's Recommendations (See Section II)
9. Citizen Comments on City Manager's Recommendations
10. City Commission Action on City Manager's Recommendations
11. Public Hearing: N/A
12. Discussion Item: N/A
13. Comments by Citizens - Please register to speak with the Clerk of Commission - (Non - Calendar items) sign-up sheets at entrance of Commission Chambers
14. Comments by City Manager
15. Comments by City Commission
16. Work Session: N/A
17. Miscellaneous (See Section VI)

### II. CITY MANAGER RECOMMENDATIONS (Item #8 above)

The following recommendations are offered for City Commission approval.

#### A. Purchase Orders, Price Agreements and Contracts:

(All contracts are valid until delivery is complete or through December 31<sup>st</sup> of the current year).

#### 1. Purchase Order:

##### CENTRAL SERVICES

- |  |                    |
|--|--------------------|
| A1. Brookville Heating & Air Conditioning (heating, ventilation and air conditioning – HVAC – preventive maintenance and repair services as needed through 12-31-16) | <b>\$10,000.00</b> |
| A2. Software House International, Inc. (additional Microsoft computer software licensure and support agreement)  | <b>20,256.00</b>   |

1. (Cont'd):

**POLICE**

**B1. Interstate Ford, Inc.** (five Ford Fusion passenger vehicles) **\$98,235.00**

**WATER**

**C1. Rumpke of Ohio, Inc.** (Wastewater biosolid disposal as needed through 12-31-16) **100,000.00**

**C2. Precision Compaction Services LLC dba Precision Odor** (odor control chemicals as needed through 12-31-16) **12,000.00**  
**(and for the period of 01-01-17 through 12-31-18)** **24,000.00**

**C3. Cemen Tech, Inc.** (Cemen Tech brand cement mixer parts and supplies) **14,455.44**

**C4. Interstate Ford, Inc.** (one cargo van) **27,458.00**  
-Depts. of Central Services, Police, and Water. **Total: \$306,404.44**

2. **ARCADIS US, Inc. – Second Amendment** – to cover additional “as needed” professional services related to the Debt Funding support and other financial modeling to assist with Capital Planning – Dept. of Water/Water Engineering. **\$75,000.00**  
**(Thru 12/2016)**

3. **COPP Systems Integrator – Contract** – to provide ongoing maintenance services for access control and CCTV systems – Dept. of Water/Water Engineering. **\$291,304.00**  
**(Thru 12/2020)**

**B. Construction Contracts/Estimates of Cost:**

4. **R. B. Jergens Contractors, Inc. – Contract** – for the Keowee Street Reconstruction and Keowee Street Bikeway (8% DBE Participation Goal/8.09% DBE Achieved) (Federal Construction Funds) (Federal CMAQ Funds) (OPWC State Issue 1 Funds) – Dept. of Public Works/Civil Engineering. **\$3,297,928.95**

**C. Revenue to the City:**

5. **Sinclair Community College – Renewal of Agreement** – for providing Sinclair Community College access to the City of Dayton Fire Training Center – Dept. of Fire. **\$52,800.00**  
**(Paid to the City)**  
**(Thru 6/2018)**

**D. Neighborhood Grants:**

6. **People Working Cooperatively – Subrecipient Agreement** – for the Rehabilitation Administration Program – Dept. of Planning & Community Development. **\$55,000.00**  
**(Thru 03/31/17)**

**IV. LEGISLATION:**

**Emergency Resolutions – First and Second Reading:**

7. **No. 6175-16** Approving the Petition and Supplemental Plan for Special Energy Improvement Projects Under Ohio Revised Code Chapter 1710, and Declaring an Emergency.
8. **No. 6176-16** Approving the Necessity of Acquiring, Constructing, and Improving Certain Public Improvements in the City of Dayton, Ohio in Cooperation With the Dayton Regional Energy Special Improvement District, and Declaring an Emergency.

**Ordinance – First Reading:**

9. **No. 31483-16** Consenting to the Improvement of State Route 4 within the City of Dayton, and Agreeing to Cooperate in Matters Incidental Thereto, Including the Execution of Agreements Necessary to Implement this Ordinance.

**Resolution – Second Reading:**

10. **No. 6174-16** Honorarily Naming West Fourth Street from South Main Street to South Wilkinson Street as Paul Deneau Way for a Period of Two Years.

**VI. MISCELLANEOUS:**

**ORDINANCE NO. 31484-16**

**RESOLUTION NO. 6177-16**

**IMPROVEMENT RESOLUTION NO. 3598-16**

**INFORMAL RESOLUTION NO. 919-16**

CITY OF DAYTON  
CITY MANAGER'S REPORT

TO: City Manager

Date April 6, 2016

FROM: Central Services / Purchasing  
*Department/Division*

(CHECK ONE)

Amount \$ 306,404.44

- Purchase Order       Lease Agreement
- Price Agreement       Estimate of Cost
- Award of Contract       Payment of Voucher
- Other      2016 Purchase Orders

Supplier/Vendor/Company/Individual:

NAME See Below

ADDRESS \_\_\_\_\_

\_\_\_\_\_

Justification and description of purchase, contract or payment:

CENTRAL SERVICES – FACILITIES MANAGEMENT

- (A1) P1600110 – BROOKVILLE HEATING & AIR CONDITIONING, BROOKVILLE, OH
- Heating, ventilation and air conditioning (HVAC) preventive maintenance and repair services, as needed through 12/31/2016.
  - These services are required to maintain heating and cooling systems.
  - Rates are in accordance with the City of Dayton's existing price agreement IFB 14001D, with firm pricing through 3/31/2017.
  - This amendment increases the previously authorized amount of \$5,000.00 by \$10,000.00 for a total not to exceed \$15,000.00 and therefore requires City Commission approval.
  - The Department of Central Services recommends approval of this order.
  - Authority: \$10,000.00

Approved Affirmative Action Program on File     Yes     No     NA

Approved by City Commission

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Division

*[Signature]*  
\_\_\_\_\_  
Department

*[Signature]*  
\_\_\_\_\_  
City Manager

CENTRAL SERVICES – INFORMATION TECHNOLOGY

(A2) P1600814 – SOFTWARE HOUSE INTERNATIONAL, INC., COLUMBUS, OH

- Additional Microsoft computer software licensure and support agreement.
- These services are required to provide Microsoft brand computer software to the City.
- Rates are in accordance with the State of Ohio cooperative purchase agreement No. 0A1108.
- The Department of Central Services recommends approval of this order.
- Authority: \$20,256.00

POLICE

(B1) P1600815 – INTERSTATE FORD, INC., MIAMISBURG, OH

- Five (5) Ford Fusion passenger vehicles.
- These vehicles are required to support the daily operations of the Department of Police and will replace units #209, #261, #285, #2638 and #2691, which will be disposed of in the best interest of the City of Dayton.
- Eight possible bidders were solicited and two bids were received. This order shall establish a price agreement with firm pricing through 9/30/2016.
- The Department of Police recommends acceptance of the low bid.
- Authority: \$98,235.00

WATER – WATER RECLAMATION

(C1) P1600605 – RUMPKE OF OHIO, INC., DAYTON, OH

- Wastewater biosolids disposal, as needed through 12/31/2016.
- These services are required for proper disposal of biosolids in accordance with Ohio Environmental Protection Agency (OEPA) regulations.
- Two possible bidders were solicited and one bid was received. This order shall establish a price agreement with pricing through 12/31/2016.
- Rumpke of Ohio, Inc. qualifies as a Dayton local entity.
- This amendment increases the originally authorized amount of \$210,000.00 by \$100,000.00 for a total not to exceed \$310,000.00, and therefore requires City Commission approval.
- The Department of Water recommends approval of this order.
- Authority: \$100,000.00

(C2) P1600818 – PRECISION COMPACTION SERVICES LLC dba PRECISION ODOR, NORTH ROYALTON, OH

- Odor control chemicals, as needed through 12/31/2016.
- These chemicals are required for the reduction of the odor emissions from the City's Water Reclamation Facility.
- Precision Compaction Services LLC dba Precision Odor is recommended as the sole local distributor for chemical products required for the existing misting odor control equipment.
- The Department of Water recommends approval of this order.
- Initial encumbrance authority: \$12,000.00
- Authority to cover additional needs in the following periods:
  - 1/1/17 – 12/31/17 \$12,000.00
  - 1/1/18 – 12/31/18 \$12,000.00

WATER – WATER UTILITY FIELD OPERATIONS

(C3) P1600817 – CEMEN TECH, INC., INDIANOLA, IA

- Cemen Tech brand cement mixer parts and supplies.
- These goods are required to maintain and repair City-owned Cemen Tech brand equipment.
- Cemen Tech, Inc. is recommended as the original equipment manufacturer (OEM), therefore this purchase was negotiated.
- The Department of Water recommends approval of this order.
- Authority: \$14,455.44

(C4) P1600816 – INTERSTATE FORD, INC., MIAMISBURG, OH

- One (1) cargo van.
- This vehicle is required to support the daily operations of the Division of Water Utility Field Operations and will replace unit #956, which will be disposed of in the best interest of the City of Dayton.
- Eighteen possible bidders were solicited and four bids were received. This order shall establish a price agreement with firm pricing through 5/2/2016.
- The Department of Water recommends acceptance of the low bid.
- Authority: \$27,458.00

The aforementioned departments recommend approval of these orders.

**CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION**

**For: Ford Fusion s Passenger Cars**

**Dept./Div.: Police**

**Requisition No.: 034DP6**

**IFB No.: 16026U**

**Bids Opened: 11:00 A.M.; 3-9-2016**

No.:		1		2			
BIDDER NAME & STREET ADDRESS:		INTERSTATE FORD, INC.		MIDDLETOWN FORD			
CITY:		MIAMISBURG		MIDDLETOWN			
STATE & ZIP:		OH 45342		OH 45042			
Recommended for Award		X					
QUALIFIES FOR LOCAL PREFERENCE?		NO		NO			
QUALIFIES FOR CERTIFIED PREFERENCE?		NO		NO			
LOCAL / CERTIFIED PREFERENCE A FACTOR IN AWARD?		NO		NO			
Item #	ITEM DESCRIPTION	QTY	U/M	UNIT	EXTENDED	UNIT	EXTENDED
<b>PLEASE READ ALL BID/PROPOSAL RESPONSES TO ENSURE THAT ALL INFORMATION RECEIVED FROM VENDOR IS REVIEWED AND USED IN EVALUATION PROCESS</b>							
<b>Ford Fusion S Passenger Cars</b>							
1	Ford Fusion Passenger Car	5	EA	\$18,263.00	\$91,315.00	\$18,853.29	\$94,266.45
2	Optional Extended Warranty	5	EA	\$1,345.00	\$6,725.00	\$1,460.00	\$7,300.00
						\$50 Deductable	
3	Option Service Manual	1	EA.	\$195.00	\$195.00	\$275.00	\$275.00
4	Optional Backup Camera	5	EA	N/C	N/C	\$0.00	\$0.00
Total					• \$98,235.00		\$101,841.45
Firm Price Agreement Through February 28, 2017 YES / NO If NO, for how long?				NO 9/30/2016		NO 9/30/2016	
TERMS: F.O.B.: DELIVERY:				NET 30 DESTINATION 70-90 DAYS (ESTIMATE)		NET 30 DESTINATION 56-70 DAYS	

• = lowest bid X = vendor selected for award

**THE FOLLOWING VENDORS WERE SOLICITED BUT DID NOT BID:**

HRC  
Dayton OH 45402

1. Valley Ford  
Cleveland, OH 44125

4. Byers Ford  
Deleware OH 43015

2. Walt Sweeney Ford, Inc.  
Cincinnati, OH 45238

5. Lebanon Ford  
Lebanon OH 45036

3. Statewide Ford  
Van Wert OH 45891

6. Beau Townsend Ford  
Vandalia, OH 45377

CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION

For: 7,300 Lb. GVWR Cargo Van

Dept./Div.: Water/Water Utility Field Operations

IFB No.: U16025

Requisition No.: 103WTWW5

Bids Opened: 11:30 A.M.; 3-9-2016

No.:			1	2	3	4	
BIDDER NAME & STREET ADDRESS:			INTERSTATE FORD, INC.	INTERSTATE FORD, INC.	MIDDLETOWN FORD	WHITESIDE OF ST. CLAIRSVILLE, INC	
CITY:			MIAMISBURG	MIAMISBURG	MIDDLETOWN	ST. CLAIRSVILLE	
STATE & ZIP:			OH 45342	OH 45342	OH 45042	OH 43960	
Recommended for Award			X				
QUALIFIES FOR LOCAL PREFERENCE?			NO	NO	NO	NO	
QUALIFIES FOR CERTIFIED PREFERENCE?			NO	NO	NO	NO	
DCAL / CERTIFIED PREFERENCE A FACTOR IN AWARD?			NO	NO	NO	NO	
Item #	ITEM DESCRIPTION	QTY	U/M	UNIT	UNIT	UNIT	UNIT
<b>PLEASE READ ALL BID/PROPOSAL RESPONSES TO ENSURE THAT ALL INFORMATION RECEIVED FROM VENDOR IS REVIEWED AND USED IN EVALUATION PROCESS</b>							
				ALTERNATE			
1	7,300 Lb. GVWR Cargo Van	1	EA	\$29,440.00	\$27,263.00	\$31,245.01	\$31,900.00
2	Manufacturer Service Manual	1	EA.	\$195.00	\$195.00	\$275.00	\$180.00
	Total			\$29,635.00	• \$27,458.00	\$31,520.01	\$32,080.00
	Firm Price Agreement Through February 28, 2017 YES / NO If NO, for how long?			NO 5/2/2016	NO 5/2/2016	NO 5/1/2016	YES
TERMS:			NET 30	NET 30	NET 30	NET 30	NET 30
F.O.B.:			DESTINATION	DESTINATION	DESTINATION	DESTINATION	DESTINATION
DELIVERY:			150 DAYS (ESTIMATE)	150 DAYS (ESTIMATE)	84-98 DAYS		120 DAYS

• = lowest bid X = vendor selected for award

THE FOLLOWING VENDORS WERE SOLICITED BUT DID NOT BID:

- |  |   |
|--|---|
| HRC<br>Dayton OH 45402                             | 8. Evans Arena Motorworks<br>Harrison Twp, OH 45415         |
| 1. Reichard (Local)<br>Dayton OH 45405             | 9. Byers Ford<br>Delaware OH 43015                          |
| 2. Bob Ross<br>Centerville OH 45459                | 10. Key Chrysler Jeep Dodge<br>Xenia OH 45385               |
| 3. Valley Ford<br>Cleveland, OH 44125              | 11. Dave Dennis<br>Beavercreek, OH 45431                    |
| 4. Smedley's Chevrolet<br>Vandalia OH 45377        | 12. Jeff Schmitt<br>Miamisburg OH 45342                     |
| 5. White Allen (Local)<br>Dayton, OH 45405         | 13. Lebanon Ford<br>Lebanon OH 45038                        |
| 6. Wait Sweeney Ford, Inc.<br>Cincinnati, OH 45238 | 14. Beau Townsend Ford<br>Vandalia, OH 45377                |
| 7. Statewide Ford<br>Van Wert OH 45891             | 15. Mercedes Benz of West Chester<br>West Chester, OH 45069 |

CITY OF DAYTON  
CITY MANAGER'S REPORT

2

TO: City Manager

Date April 6, 2016

FROM: Water / Water Engineering  
Department/Division

Code 55004-3420-1159-54-WD1501

Fund Title 2015 Sanitary Capital Fund

(CHECK ONE)

Amount \$ 75,000.00 (thru 12/2016)

- Purchase Order       Lease Agreement
- Price Agreement       Estimate of Cost
- Award of Contract       Payment of Voucher
- Other      Second Amendment

Supplier/Vendor/Company/Individual:

NAME ARCADIS US, Inc.  
 ADDRESS 100 E. Campus View Blvd., Suite 200  
Columbus, OH 43235

Justification and description of purchase, contract or payment:

**PROFESSIONAL SERVICES AGREEMENT FOR AS NEEDED SERVICES**  
**SECOND AMENDMENT**

The Department of Water requests permission for a Second Amendment (Amendment) with ARCADIS US, Inc. in the Amount of \$75,000.00. This Amendment will cover additional "as-needed" professional services related to Debt Funding support and other financial modeling to assist the Department of Water with Capital Planning. ARCADIS was originally selected based on past performance and their experience on Department of Water cost of service models.

The original Agreement was approved on February 18, 2015 in the amount of \$100,000.00. The First Amendment was approved August 26, 2015 and increased the contract amount to \$132,000.00. This Second Amendment will increase the contract amount to \$207,000.00

The Second Amendment has been reviewed by the Law Department as to form and correctness.

A Certificate of Funds and a copy of the Second Amendment are attached.

Approved Affirmative Action Program on File     Yes       No       NA

Approved by City Commission

Clerk

Date

Division

*James J. Clements*

Department

*James J. Clements*

City Manager

# CERTIFICATE OF FUNDS

CT16 1091

**SECTION I - to be completed by User Department**

**NO DRAFT DOCUMENTS PERMITTED**

New Contract     
  Renewal Contract     
  Change Order:

Contract Start Date	02/18/15
Expiration Date	12/31/16
Original Commission Approval	\$ 132,000.00
Initial Encumbrance	\$ 132,000.00
Remaining Commission Approval	\$ -
Original CT/CF	CT15-1091
Increase Encumbrance	\$ 75,000.00
Decrease Encumbrance	\$ -
Remaining Commission Approval	

Required Documentation	
<input checked="" type="checkbox"/>	Initial City Manager's Report
<input checked="" type="checkbox"/>	Initial Certificate of Funds
<input checked="" type="checkbox"/>	Initial Agreement/Contract
<input checked="" type="checkbox"/>	Copy of City Manager's Report
<input checked="" type="checkbox"/>	Copy of Original Certificate of Funds

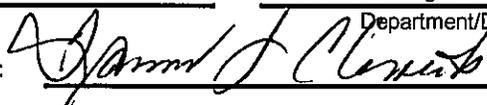
Amount: <u>\$ 75,000.00</u> Fund Code <u>55004 - 3420 - 1159 - 54 - WD1501 -</u> <small style="display: flex; justify-content: space-between; font-size: 8px;"> <span>Fund</span> <span>Org</span> <span>Acct</span> <span>Prog</span> <span>Act</span> <span>Loc</span> </small>	Amount: _____ Fund Code _____ <small style="display: flex; justify-content: space-between; font-size: 8px;"> <span>Fund</span> <span>Org</span> <span>Acct</span> <span>Prog</span> <span>Act</span> <span>Loc</span> </small>
Amount: _____ Fund Code _____ <small style="display: flex; justify-content: space-between; font-size: 8px;"> <span>Fund</span> <span>Org</span> <span>Acct</span> <span>Prog</span> <span>Act</span> <span>Loc</span> </small>	Amount: _____ Fund Code _____ <small style="display: flex; justify-content: space-between; font-size: 8px;"> <span>Fund</span> <span>Org</span> <span>Acct</span> <span>Prog</span> <span>Act</span> <span>Loc</span> </small>

**Attach additional pages for more FOAPALS**

Vendor Name: ARCADIS US, Inc.  
 Vendor Address: 100 E. Campus View Blvd., Suite 200 Columbus, OH 43235  

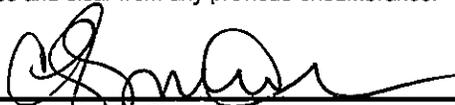
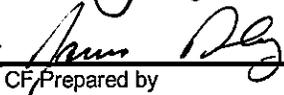
Street
City
State
Zipcode + 4
  
 Federal ID: 57-0373224  
 Commodity Code: 96896  
 Purpose: Second Amendment of Contract for As-Needed Services

Contact Person: Lisa Burton-Yates      Water/Water Engineering      3/14/2016  

Department/Division
Date
  
 Originating Department Director's Signature: 

**SECTION II - to be completed by the Finance Department**

I hereby certify that the amount of money required to meet the payment(s) called for in the aforesaid request have been lawfully appropriated for such purpose and is in the Treasury, or in the process of collection, to the credit of the fund from which it is to be drawn free and clear from any previous encumbrance.

  
 Finance Director Signature  
  
 CF Prepared by

3-28-16  
 Date  
3/24/2016  
 Date  
**COMMISSION**  
1091  
 CF/CT Number  
**APR 06 2016**  
**CALENDAR**

3/24/16 SA

**SECOND AMENDMENT TO THE  
AGREEMENT FOR ENGINEERING SERVICES**

This Second Amendment is dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016, between the City of Dayton, Ohio ("City") and ARCADIS US, Inc., a Delaware Corporation with an office at 100 East Campus View Blvd, Suite 200, Columbus, Ohio 43235 (hereinafter referred to as the "Consultant").

**WHEREAS**, on February 18, 2015, the Commission of the City of Dayton, Ohio, approved an Agreement for Engineering Services, CT15-1091, ("Agreement") between the City and Consultant; and

**WHEREAS**, on August 26, 2015, the Commission of the City of Dayton, Ohio, approved a First Amendment to the Agreement for Engineering Services, CT15-1091, ("Agreement") between the City and Consultant; and

**WHEREAS**, The City desires additional Engineering Services and Consultant agrees to provide said Services.

**NOW, THEREFORE**, in consideration of the foregoing, the parties hereby agree to amend the Agreement as follows:

1. Article 2, Services To Be Performed By Consultant, shall be amended to include the following:

Consultant shall also perform the Services described in Attachment A2, which is attached hereto and incorporated herein.

2. Article 3, Compensation, shall be amended to include the following:

City shall pay Consultant the additional compensation set forth in Attachment B2, which is attached hereto and incorporated herein.

3. The City and Consultant hereby agree that Attachment A2 and Attachment B2, which are attached hereto, shall be a part of the Agreement and incorporated as if fully rewritten therein.

4. Except as amended by this Second Amendment, all terms, covenants and conditions contained within the Agreement remain in full force and effect.

**IN WITNESS WHEREOF**, the City and Consultant have caused this Second Amendment to be executed, each by a duly authorized representative, on the date first set forth above.

**CITY OF DAYTON, OHIO**

**ARCADIS US, Inc.**

\_\_\_\_\_  
City Manager

By \_\_\_\_\_

Title \_\_\_\_\_

**APPROVED AS TO FORM  
AND CORRECTNESS:**

**APPROVED BY THE COMMISSION  
OF THE CITY OF DAYTON, OHIO:**

  
City Attorney

\_\_\_\_\_, 2016

Min./Bk. \_\_\_\_\_ Pg. \_\_\_\_\_

\_\_\_\_\_  
Clerk of the Commission

**ATTACHMENT B2  
TO  
AGREEMENT FOR ENGINEERING SERVICES**

**City:** City of Dayton, Ohio  
**Project:** As-Needed Professional Engineering Services  
**Engineer:** ARCADIS US, Inc.

**COMPENSATION**

For additional services performed by Consultant, as set forth in Attachment A2, the City shall pay Consultant as follows:

**FEE SCHEDULE**

As-Needed ( <b>hourly not to Exceed</b> )	<b>\$75,000.00</b>
<b>TOTAL</b>	<b>\$75,000.00</b>

CITY OF DAYTON  
CITY MANAGER'S REPORT

3.

TO: City Manager

Date April 6, 2016

FROM: Water / Water Engineering  
Department/Division

Code 53000-3421-1159-54

Fund Title Water Operating Fund

(CHECK ONE)

Amount \$ 291,304.00 (Thru 12/2020)

- Purchase Order
- Lease Agreement
- Price Agreement
- Estimate of Cost
- Award of Contract
- Payment of Voucher
- Other \_\_\_\_\_

Supplier/Vendor/Company/Individual:

NAME COPP Systems Integrator  
 ADDRESS 123 South Keowee Street  
Dayton, Ohio 45402

Justification and description of purchase, contract or payment:

**MAINTENANCE AGREEMENT FOR SECURITY MONITORING**

The Department of Water requests permission to enter into an Agreement with COPP Systems Integrator in the amount of \$291,304.00 for professional services. The scope is to provide ongoing maintenance services for access control & CCTV systems for Department of Water Facilities. COPP Systems Integrator was selected due to the equipment being sole source.

The funding for the Agreement is as follows:

- 2016 Water Operating: \$54,689.00 for 3/30/2016 – 12/31/2016
- 2017 Water Operating: \$56,819.00 for 1/1/2017 – 12/31/2017
- 2018 Water Operating: \$57,984.00 for 1/1/2018 – 12/31/2018
- 2019 Water Operating: \$59,860.00 for 1/1/2019 – 12/31/2019
- 2020 Water Operating: \$61,952.00 for 1/1/2020 – 12/31/2020

The initial encumbrance for 2016 will be for \$54,689.00. Additional funds will be encumbered as work progresses.

The Agreement shall commence upon execution by the City and it shall expire upon expenditure of all funds provided herein or on December 31, 2020.

The Agreement been reviewed by the Law Department as to form and correctness. A Certificate of Funds and a copy of the Agreement are attached.

Approved Affirmative Action Program on File  Yes  No  NA

Approved by City Commission

Clerk

Date

Division

Department

City Manager

*Michael Powell*  
*James D. Clements*





**COPP SYSTEMS INTEGRATOR**  
123 S. Keowee Street  
Dayton, OH 45402  
(937) 228-4188

**STANDARD COMMERCIAL CCTV / ACCESS CONTROL / SERVICE CONTRACT**

Date: March 17, 2016

Subscriber's/Buyer's Name: Dayton Water Administration, City of Dayton

Address: 320 West Monument Avenue, Dayton, OH 45402

Telephone No.: 937-512-2700

1. COPP SYSTEMS INTEGRATOR (hereinafter referred to as "COPP" or "ALARM COMPANY") agrees to provide ongoing maintenance services, at Subscriber's premises as described herein. Passcode to CPU software remains property of COPP. Software programmed by COPP is the intellectual property of COPP and any unauthorized use of same, including derivative works, is strictly prohibited and may violate Federal Copyright laws, Title 17 of the United States Code, and may subject violator to civil and criminal penalties.

Purchase Price:	\$ _____	Approximate date work to begin <u>4-1-2016</u>
Taxes:	\$ _____	Estimated date work to be substantially completed: <u>on going</u>
Total:	\$ _____	Monthly Payment [total from paragraph 4] <u>\$NA</u> plus tax.
Down Payment:	\$ _____	
Balance due upon completion of installation:	\$ <u>NA</u>	

2. **DESCRIPTION OF EQUIPMENT AND SERVICES:** Maintenance Agreement for the Access Control & CCTV Systems beginning March 30, 2016. This includes: Ottawa Street Yard & Guard Shack, Sewer Maintenance, Water Distribution, Filter Building, Administration Building, Miami Treatment, Wastewater Treatment, Fence Detention at Miami Treatment & Wireless Cameras at Ottawa Street Yard.

3. **SERVICES AND CHARGES:** *Subscriber agrees to pay the sum of Fifty Four Thousand Six Hundred Eighty-Nine Dollars and Zero Cents (\$54,689.00), for year one. Total amount not to exceed for the services rendered for the entire five (5) year term of this Agreement is Two Hundred Ninety-One Thousand Three Hundred Four Dollars and Zero Cents (\$291,304.00). Charges for all years are listed in Exhibit A, attached hereto and incorporated herein. Charges are payable in advance on March 1 of each year over the term of this agreement.*

4. **TERM OF AGREEMENT: RENEWAL:** The term of this agreement shall be for a period of five (5) years, commencing upon execution.

5. **SERVICE:** Service includes all parts and labor. COPP shall service upon Subscriber's request the security system installed in Subscriber's premises twenty-four (24) hours a day, within reasonable time after receiving notice from Subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. COPP shall provide service on Saturdays, Sundays, and legal holidays in the event of an emergency within reasonable time after receiving notice from Subscriber that service is required. All repairs, replacement or alteration to the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges,

lightning\_damage, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense. No apparatus or device shall be attached to or connect with the security system as originally installed without COPP's written consent.

**6. VIDEO SYSTEM OPERATION AND LIMITATIONS:** If selected as a service to be provided and included in the Schedule of Equipment, Video equipment is attached to a digital recorder computer and Subscriber shall not use the computer for any other purpose. Subscriber shall be permitted to access and make changes to the system's operation on site and over the internet. If data storage is selected service, COPP shall store data received from Subscriber's system for one year. COPP shall have no liability for data corruption or inability to retrieve data even if caused by COPP's negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Telephone or internet access is not provided by COPP and COPP has no responsibility for such access or IP address service. If system has remote access COPP is not responsible for the security or privacy of any wireless network system or router, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock outs. COPP shall have no liability for unauthorized access to the system through the internet or other communication networks or data corruption or loss for any reason whatsoever.

## **GENERAL PROVISIONS**

**7. TESTING AND SERVICE OF ACEES CONTROL & CCTV SYSTEMS:** Access Control & CCTV System, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to test the operation of the Security System and to notify COPP if it is in need of repair. COPP shall not be required to service the Security System unless during Warranty Period or subscriber has contracted for service pursuant to paragraph 4.g.ii it has received notice from Subscriber, and upon such notice, COPP shall service the Security System to the best of its ability within 36 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 8 a.m. and 5 p.m. If Subscriber has selected Service pursuant to paragraph 4.g.ii any repair or other services provided by COPP to Subscriber's security equipment shall be at COPP's option on a per call request by Subscriber, and Subscriber shall pay for such labor and material at time such repair or other service is performed. All such repair or other service shall be governed by the terms of this contract. Only the Security Systems installed by COPP is covered by service. It shall be Subscriber's sole responsibility to maintain the security system.

**8. CARE OF ACCESS CONTROL & CCTV SYSTEM:** Subscriber agrees not to tamper with, remove or otherwise interfere with the Security System which shall remain in the same location as installed and Subscriber agrees to bear the cost of repairs or replacement made necessary as a result of any damage, including but not limited to damage caused by unauthorized intrusion to the premises, lightning or electrical surge, except for ordinary wear and tear, in which event repair or replacement to the Security System (if installed by COPP) shall be made by COPP.

**9. ALTERATION OF PREMISES FOR INSTALLATION:** COPP is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in COPP's sole discretion for the installation and service of the security system, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the security system under the terms of this agreement.

**10. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE:** Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlet, ARC Type circuit breaker and dedicated receptacle, Internet connection, high speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by COPP.

**11. LIEN LAW:** COPP or any subcontractor engaged by COPP to perform the work or furnish material who is not paid may have a claim against purchaser or the owner of the premises if other than the purchaser which may be enforced against the property in accordance with the applicable Ohio lien laws.

**12. ASSIGNMENTS:** Parties agree that there are no third party beneficiaries of this contract. Subscriber shall not be permitted to assign this agreement without written consent of COPP. COPP shall have the right to assign this contract, with Subscriber's written consent, such consent shall not be unduly withheld, and shall be relieved of any obligations herein upon such assignment.

**13. EXCULPATORY CLAUSE:** COPP and Subscriber agree that COPP is not an insurer and no insurance coverage is offered herein. The security equipment is designed to reduce certain risks of loss, though COPP does not guarantee that no loss will occur.

**14. INSURANCE:** The Subscriber is a self-insured entity that maintains funds and coverage for public liability, property damage, burglary and theft under which COPP is named as additional insured under its Certificate of Coverage. COPP shall not be responsible for any portion of any loss or damage which is recovered or recoverable by the Subscriber from funds covering such loss or damage or for such loss or damage against which the Subscriber is indemnified or insured. Subscriber shall be self-insured to cover any loss the security services are intended to detect to one hundred percent of the insurable value, and Subscriber and all those claiming rights under Subscriber waive all rights against COPP and its subcontractors for loss or damages caused by burglary, theft, water, smoke, fire or other perils intended to be detected by the security services or covered by self-insurance.

**15. LIMITATION OF LIABILITY:** Subscriber agrees that should there arise any liability on the part of COPP as a result of COPP's negligent performance to any degree of failure or perform any of COPP's obligations or equipment failure, or strict products liability, that COPP's liability shall be limited to the sum of \$250.00 or 5% of the sales price or six times the monthly charges Subscriber has agreed to pay pursuant to this agreement, whichever is greater. If Subscriber wishes to increase COPP's amount of limitation of liability, Subscriber may, as a matter of right, at any time, by entering into a supplemental contract, obtain a higher limit by paying an annual payment consonant with COPP's increased liability. This shall not be construed as insurance coverage.

**16. COPP'S RIGHT TO SUBCONTRACT SPECIAL SERVICES:** Subscriber agrees that COPP is authorized and permitted to subcontract any services to be provided by COPP to third parties who may be independent of COPP. Subscriber appoints COPP to act as Subscriber's agent with respect to such third parties, except that COPP shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement inure to the benefit of and are applicable to any assignee, subcontractors and central offices of COPP.

**17. NON-SOLICITATION:** Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of COPP assigned by COPP to perform any service for or on behalf of Subscriber for a period of two years after COPP has completed providing service to Subscriber.

**18. SECURITY INTEREST/COLLATERAL:** To secure Subscriber's obligations under this agreement Subscriber grants COPP a security interest in the security equipment installed by COPP and COPP is authorized to file a financing statement.

**19. CREDIT INVESTIGATION:** Subscriber and any guarantor authorize COPP to conduct credit investigations from time to time to determine Subscriber's and guarantor's credit worthiness.

**20. FULL AGREEMENT / SEVERABILITY:** This agreement along with the Schedule of Equipment and Services constitutes the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties, except COPP's

requirements regarding items of protection provided for in this agreement imposed by Authority Having Jurisdiction. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral contract or other assurance. To the extent this agreement is inconsistent with any other document, agreement, purchase order or understanding between the parties, the terms of this agreement shall govern. Should any provision of this agreement be deemed void, the remaining parts shall not be affected.

**21. EQUAL EMPLOYMENT OPPORTUNITY:** COPP shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off, termination, rates of pay or other forms of compensation, or selection for training including apprenticeship.

**22. POLITICAL CONTRIBUTIONS:** COPP affirms and certifies that it complies with Ohio Revised Code § 3517.13 limiting political contributions.

**SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS 4 PAGE CONTRACT AND SCHEDULE OF EQUIPMENT AND SERVICES AT TIME OF EXECUTION.**

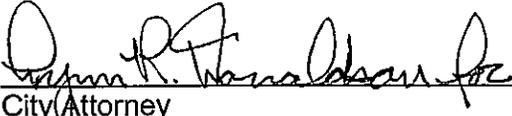
**COPP SYSTEMS INTEGRATOR:**

By: \_\_\_\_\_

**CITY OF DAYTON, OHIO**

\_\_\_\_\_  
City Manager

**APPROVED AS TO FORM AND CORRECTNESS:**

  
\_\_\_\_\_  
City Attorney *WLF*

**APPROVED BY THE COMMISSION OF THE CITY OF DAYTON, OHIO:**

\_\_\_\_\_, 2016

Min./Bk.: \_\_\_\_\_ Page: \_\_\_\_\_

\_\_\_\_\_  
Clerk of the Commission

\_\_\_\_\_  
Tax ID or EI

**Exhibit A**  
**Yearly Charges**

Year 1 2016 – \$54,689  
Year 2 2017 - \$56,819  
Year 3 2018 - \$57,984  
Year 4 2019 - \$59,860  
Year 5 2020 - \$61,952

CITY OF DAYTON  
CITY MANAGER'S REPORT

TO: City Manager Date April 6, 2016  
 FROM: Public Works/Civil Engineering 41444-6450-1424-54 \$3,097,676.05  
Code 41445-6450-1424-54 \$200,252.90  
Fund Title Keowee St. Reconstruction  
Amount \$ \$3,297,928.95  
 (CHECK ONE)

Purchase Order       Lease Agreement      Supplier/Vendor/Company/Individual:  
 Price Agreement       Estimate of Cost      NAME R.B. Jergens Contractors, Inc.  
 Award of Contract       Payment of Voucher      ADDRESS 11418 N. Dixie Drive  
 Other \_\_\_\_\_ Vandalia, Ohio 45377

Justification and description of purchase, contract or payment:

**KEOWEE STREET RECONSTRUCTION AND KEOWEE STREET BIKEWAY**  
**(8% DBE PARTICIPATION GOAL/8.09% DBE ACHIEVED)**  
**(FEDERAL CONSTRUCTION FUNDS) (FEDERAL CMAQ FUNDS) (OPWC STATE ISSUE 1 FUNDS)**

This project will reconstruct North Keowee Street from Helena Street to Stanley Avenue and resurface North Keowee Street from Stanley Avenue to the Great Miami River. Project will also construct a bike path along the east side of North Keowee Street from Webster Street to Helena Street.

Five bids were received for this project. It is recommended that the contract be awarded to the lowest bidder, R.B. Jergens Contractors, Inc., in the amount of \$3,297,928.95. This amount includes the base bid in the amount of \$3,152,431.65, Keowee Street Reconstruction Alternate No. 1 Additional Work at Helena & Keowee in the amount of \$44,968.50, Keowee Street Reconstruction Alternate No. 2 Cement Stabilized Subgrade in the amount of \$98,229.80, and Keowee Street Bikeway Alternate No. 1 Trees in the amount of \$2,299.00. The estimated cost for the project is \$3,330,000.00. The time bid for completion is October 28, 2016.

This project is being funded using Federal STP Funds, Federal CMAQ Funds, and OPWC State Issue 1 Funds.

A Certificate of Funds, Tabulation of Bids, Human Relations Council's verification letter, the Bid Form from the firm recommended for award, and Location Map are attached.

Approved Affirmative Action Program on File       Yes       No       NA

Approved by City Commission \_\_\_\_\_  
 Clerk \_\_\_\_\_  
 Date \_\_\_\_\_

Division \_\_\_\_\_  
 Department [Signature]  
 City Manager [Signature]



**Dayton, Ohio**

Department of Public Works

Bid Tabulation For: Keowee Street Reconstruction

And Keowee Street Bikeway

(8% DBE Participation) (Federal STP Funds)

(Federal CMAQ Funds) (OPWC Issue I Funds)

Bid Opening Date:	Cost Estimate:	Estimated Time Of Completion:
<u>March 3, 2016</u>	<u>\$3,330,000.00</u>	<u>October 28, 2016</u>

<u>Bidders</u>	<u>Actual Amount Of Base Bid</u>	<u>Adjustment For Work Days</u>	<u>Adjustment For Comparison Purposes Only</u>
<u>* R.B. Jergens Contractors, Inc.</u>	<u>\$3,152,431.65</u>	<u>-0-</u> October 28, 2016	<u>\$3,152,431.65</u>
<u>Sunesis Construction</u>	<u>\$3,186,742.10</u>	<u>-0-</u> October 28, 2016	<u>\$3,186,742.10</u>
<u>Belgray, Inc.</u>	<u>\$3,236,302.14</u>	<u>-0-</u> October 28, 2016	<u>\$3,236,302.14</u>
<u>Eagle Bridge Company</u>	<u>\$3,276,926.12</u>	<u>-0-</u> October 28, 2016	<u>\$3,276,926.12</u>
<u>L.J. DeWeese Company</u>	<u>\$3,464,670.70</u>	<u>-0-</u> October 28, 2016	<u>\$3,464,670.70</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
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<u> </u>	<u> </u>	<u> </u>	<u> </u>

**\*Awarded**  
Revised 9/14/98



## MEMORANDUM

March 18, 2016

TO: Frederick Stovall, Director  
Department of Public Works

FROM: RoShawn Winburn, Business and Technical Assistance Administrator  
Human Relations Council (HRC)

SUBJECT: **Keowee Street Reconstruction And Keowee Street Bikeway (8% DBE)**

The apparent low bidder, R.B. Jergens Contractors, Inc., submitted a bid utilizing five certified contractors to meet the participation goal. The HRC contract compliance analysis of the bids submitted verified the company is an approved bidder in the City of Dayton Affirmative Action Assurance program and that the authorized representative signed the Contractor's Certification to indicate fair hiring practices. The recommended company to receive the aforementioned construction award is as follows:

	<b>PERCENTAGE OF PARTICIPATION</b>
1. R.B. Jergens Contractors, Inc.	
A. MINORITY BUSINESS ENTERPRISE	
B. WOMEN BUSINESS ENTERPRISE	
C. SMALL BUSINESS ENTERPRISE	
D. DAYTON LOCAL SMALL BUSINESS	
E. DISADVANTAGED BUSINESS ENTERPRISE	
Security Fence Group, Inc.	0.43%
Eaton Construction, Inc.	2.02%
Crystal Brook, LLC	0.22%
DDickinson Construction, LLC	0.98%
Key Cable and Supply	4.44%
F. HUD SECTION 3 BUSINESS ENTERPRISE	
<b>TOTAL PARTICIPATION</b>	<hr/> 8.09% DBE

The attached participation verification letters should be included with the contract agreement. Contract Compliance will include meeting verified participation and minimal worker utilization goals as stated in the Affirmative Action Program Equal Employment Opportunity form certified in the bid submission. If you have any questions or need additional information please contact RoShawn Winburn at 333-1403.



11418 N. Dixie Drive  
Vandalia, Ohio 45377  
Fax: 937-669-0301  
Phone: 937-669-9799

March 14, 2016  
VIA ELECTRONIC MAIL

Juleda Hyde  
City of Dayton Human Relations Council  
371 West Second Street  
Suite 100  
Dayton, OH 45402-1417

Ms. Hyde,

Security Fence Group will provide fencing and railing services to R.B. Jergens Contractors, Inc., for the Keowee Street Reconstruction and Keowee Street Bikeway project in accordance with the following:

1. City of Dayton Keowee Street Reconstruction and Keowee Street Bikeway
2. Security Fence Group, Inc.  
4260 Dane Avenue  
Cincinnati, OH 45223  
Christine Frankenstein  
(513) 681-3700

<u>Item #</u>	<u>Description</u>	<u>Qty.</u>		<u>Mat</u>	<u>Labor</u>	<u>Markup</u>	<u>Cost</u>	<u>Tot</u>
149	Temporary Fence Fence, 6' High, CL w/ 3 strand Barbed	90.00	LF	\$10.30	\$35.00	\$10.00	\$55.30	\$4,977.00
150	Wire	90.00	LF	\$45.70	\$40.00	\$10.00	\$95.70	\$8,613.00
153	Concrete Steps: Handrail Only	1.00	LS	\$400.00	\$300.00	\$50.00	\$750.00	\$750.00
								\$14,340.00

If you have any questions, or need additional information, contact me at (937) 669-9799.

Sincerely,

*Andy Shaffer*

Andy Shaffer

An Equal Opportunity Employer

**NOTE TO CONTRACTORS:**

Since there will be copies made of the bid form of this improvement, please use black ink or a typewriter to fill in the bid prices and extensions.

**CITY OF DAYTON, OHIO**  
**DEPARTMENT OF PUBLIC WORKS**

**Bid Form**

Keowee Street Reconstruction

And Keowee Street Bikeway

(8% DBE Participation)

(Federal CMAQ Funds)

OPWC Issue 1 Funds

**Bidder** R. B. Jergens Contractors, Inc.

11418 N. Dixie Drive

Vandalia, OH 45377

**BID FORM**

To: Director, Department of Public Works  
The City of Dayton

The undersigned, having full knowledge of the site and the provisions of the plans and specifications for the following improvement, and the conditions of this bid, hereby agrees to furnish all services, labor, materials and equipment, and to construct in every respect complete:

**KEOWEE STREET RECONSTRUCTION**  
**AND KEOWEE STREET BIKEWAY**  
**(8% DBE PARTICIPATION)**  
**(FEDERAL STP FUNDS)**  
**(FEDERAL CMAQ FUNDS)**  
**(OPWC ISSUE 1 FUNDS)**

in accordance with said plans and specifications on file in the office of the City Engineer at the unit prices hereinafter set forth.

**KEOWEE STREET RECONSTRUCTION**  
**AND KEOWEE STREET BIKEWAY**  
**(8% DBE PARTICIPATION)**  
**(FEDERAL STP FUNDS) (FEDERAL CMAQ FUNDS)**  
**(OPWC ISSUE I FUNDS)**

**KEOWEE STREET RECONSTRUCTION**

<b><u>ITEM NO.</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>EST. QUANT.</u></b>	<b><u>UNIT</u></b>	<b><u>UNIT PRICE</u></b>	<b><u>TOTAL \$</u></b>
201	Clearing and Grubbing	1	Lump	\$82,556.00	\$82,556.00
202	Grinding Existing Pavement (2"+/-)	5675	S.Y.	\$2.50	\$14,187.50
202	Curb Removed	4750	L.F.	\$2.40	\$11,400.00
202	Catch Basin Removed	16	Each	\$566.50	\$9,064.00
202	Pipe Removed	283	L.F.	\$27.10	\$7,669.30
202	Sidewalk Removed	24,000	S.F.	\$0.70	\$16,800.00
202	Pavement Removed (Asphalt on Concrete)	16,000	S.Y.	\$12.15	\$194,400.00
202	Concrete Driveway Removed	13,045	S.F.	\$0.85	\$11,088.25
202	Concrete Island Removed	250	S.F.	\$1.35	\$337.50
203	Excavation Including Embankment Construction	455	C.Y.	\$14.05	\$6,392.75
203	Embankment	1,790	C.Y.	\$16.45	\$29,445.50
203	Undercut Excavation	500	C.Y.	\$15.60	\$7,800.00
203	Backfill with #2 Stone	500	C.Y.	\$33.30	\$16,650.00
304	Aggregate Base	2,450	C.Y.	\$32.00	\$78,400.00
407	Tack Coat	568	Gal	\$2.10	\$1,192.80
ODOT 442	Asphalt Concrete Surface Course, 12.5mm, Type A (448), PG 70-22M (2")	630	Tons	\$88.70	\$55,881.00
452	Plain Concrete Pavement, 9"	14,600	S.Y.	\$54.90	\$801,540.00

**KEOWEE STREET RECONSTRUCTION**  
**AND KEOWEE STREET BIKEWAY**  
**(8% DBE PARTICIPATION)**  
**(FEDERAL STP FUNDS) (FEDERAL CMAQ FUNDS)**  
**(OPWC ISSUE I FUNDS)**

<b><u>ITEM NO.</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>EST. QUANT.</u></b>	<b><u>UNIT</u></b>	<b><u>UNIT PRICE</u></b>	<b><u>TOTAL \$</u></b>
453	Concrete Driveways	8,210	S.F.	\$6.70	\$55,007.00
608	Concrete Walk	38,920	S.F.	\$3.85	\$149,842.00
608	Concrete Curb Ramp (7")	1,500	S.F.	\$9.45	\$14,175.00
609	Barrier Curb	4,735	L.F.	\$12.20	\$57,767.00
614	Maintaining Traffic	1	Lump Sum	\$103,616.00	\$103,616.00
623	Construction Layout Stakes	1	Lump Sum	\$10,959.00	\$10,959.00
625	3" PVC Conduit Concrete Encased	2,475	L.F.	\$9.40	\$23,265.00
625	2-3" PVC Conduits Concrete Encased	1,402	L.F.	\$12.15	\$17,034.30
625	3-3" PVC Conduits Concrete Encased	1,633	L.F.	\$16.75	\$27,352.75
625	6-3" PVC Conduits Concrete Encased	849	L.F.	\$29.25	\$24,833.25
625	Trench	6,369	L.F.	\$16.90	\$107,636.10
625	17" x 30" x 36" Quazite Pullbox, As Per Plan	10	Each	\$727.80	\$7,278.00
625	24" x 36" x 42" Quazite Pullbox, As Per Plan	10	Each	\$1,266.00	\$12,660.00
625	Ground Rod	26	Each	\$184.60	\$4,799.60
625	Luminaire, As Per Plan	23	Each	\$2,690.00	\$61,870.00
625	Davit Luminaire Arm on Type II Pole	21	Each	\$698.30	\$14,664.30
625	Davit Luminaire Arm on Type IV Pole	2	Each	\$875.50	\$1,751.00
625	Cast Aluminum Clam Shell Base	21	Each	\$1,540.00	\$32,340.00
625	Pole, Type II	21	Each	\$2,089.00	\$43,869.00

**KEOWEE STREET RECONSTRUCTION**  
**AND KEOWEE STREET BIKEWAY**  
**(8% DBE PARTICIPATION)**  
**(FEDERAL STP FUNDS) (FEDERAL CMAQ FUNDS)**  
**(OPWC ISSUE I FUNDS)**

<b><u>ITEM NO.</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>EST. QUANT.</u></b>	<b><u>UNIT</u></b>	<b><u>UNIT PRICE</u></b>	<b><u>TOTAL \$</u></b>
625	Pole, Type IV	5	Each	\$4,420.00	\$22,100.00
625	Cable Connector Kit, Type II (fused)	46	Each	\$80.15	\$3,686.90
625	Pole Foundation, Type II	21	Each	\$3,033.00	\$63,693.00
625	Pole Foundation, Type IV	5	Each	\$3,033.00	\$15,165.00
625	No. 2 Circuit Cable	14,883	L.F.	\$2.05	\$30,510.15
625	No. 10 Light Pole and Bracket Cable	3,450	L.F.	\$1.35	\$4,657.50
625	Lighting Control Center	1	Each	\$7,690.00	\$7,690.00
625	1-1/2" Galvanized, 725.04 Conduit	10	L.F.	\$7.30	\$73.00
625	1" Galvanized, 725.04 Conduit	40	L.F.	\$6.85	\$274.00
625	18" Pullbox, 725.08, As Per Plan	5	EACH	\$675.10	\$3,375.50
625	Bracket Arm, 15', As Per Plan	1	EACH	\$828.00	\$828.00
630	Sign, Double Faced Street Name, As Per Plan	12	Each	\$181.50	\$2,178.00
630	Sign, Flat Sheet, As Per Plan	230	S.F.	\$17.65	\$4,059.50
630	Sign Support Assembly Pole Mounted	30	Each	\$82.95	\$2,488.50
630	Sign Support Assembly Span Wire	4	Each	\$207.40	\$829.60
630	Ground Mounted Support No. 2 Post	70	L.F.	\$11.40	\$798.00
630	Removal of Existing Signs and Storage, As Per Plan	1	LUMP	\$1,037.00	\$1,037.00

**KEOWEE STREET RECONSTRUCTION**  
**AND KEOWEE STREET BIKEWAY**  
**(8% DBE PARTICIPATION)**  
**(FEDERAL STP FUNDS) (FEDERAL CMAQ FUNDS)**  
**(STATE ISSUE I FUNDS)**

<b><u>ITEM NO.</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>EST. QUANT.</u></b>	<b><u>UNIT</u></b>	<b><u>UNIT PRICE</u></b>	<b><u>TOTAL \$</u></b>
632	Loop Detector Lead-in Cable, 2 Conductor Shielded, No. 14 AWG	2300	L.F.	\$1.70	\$3,910.00
632	Detector Loops, As Per Plan	9	Each	\$1,160.00	\$10,440.00
632	Pole Extension, 10', City Type IV, As Per Plan	1	Each	\$1,477.00	\$1,477.00
632	Covering of Vehicular Signal Head	15	Each	\$29.55	\$443.25
632	Covering of Pedestrian Signal Head	22	Each	\$29.55	\$650.10
632	Vehicular Signal Head, (LED), 3-Section, 12" Lens, 1-way, w/Backplate, As Per Plan	14	Each	\$793.20	\$11,104.80
632	Vehicular Signal Head, (LED), 5-section, 12" Lens, 1-Way, As Per Plan	1	Each	\$1,206.00	\$1,206.00
632	Pedestrian Signal Head, (LED), Countdown, Type D2	22	Each	\$490.50	\$10,791.00
632	Pedestrian Pushbutton, As Per Plan	12	Each	\$253.20	\$3,038.40
632	Messenger Wire, 7 Strand, 5/16" Diameter w/ Accessories	665	L.F.	\$8.40	\$5,586.00
632	Tethering Wore TC-85.21, w/ Accessories, As Per Plan	585	L.F.	\$11.90	\$6,961.50
632	Signal Cable, 3 Conductor, No. 14 AWG	2650	L.F.	\$1.50	\$3,975.00

**KEOWEE STREET RECONSTRUCTION**  
**AND KEOWEE STREET BIKEWAY**  
**(8% DBE PARTICIPATION)**  
**(FEDERAL STP FUNDS) (FEDERAL CMAQ FUNDS)**  
**(OPWC ISSUE I FUNDS)**

<b><u>ITEM NO.</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>EST. QUANT.</u></b>	<b><u>UNIT</u></b>	<b><u>UNIT PRICE</u></b>	<b><u>TOTAL \$</u></b>
632	Signal Cable, 5 Conductor, No. 14 AWG	400	L.F.	\$1.75	\$700.00
632	Signal Cable, 7 Conductor, No. 14 AWG	660	L.F.	\$2.00	\$1,320.00
632	Signal Cable, 12 Conductor, No. 14 AWG	825	L.F.	\$2.55	\$2,103.75
632	Signal Cable, Misc.: 21 Conductor, No. 14 AWG	200	L.F.	\$5.20	\$1,040.00
632	Signalization, Misc., Junction Box, PVC, 12" x 12", As Per Plan	1	Each	\$231.00	\$231.00
632	Signalization, Misc., Junction Box, PVC, 8" x 8", As Per Plan	5	Each	\$225.70	\$1,128.50
632	Power Cable, 1 Conductor, No. 6 AWG	100	L.F.	\$1.70	\$170.00
632	Power Service, As Per Plan	1	Each	\$1,345.00	\$1,345.00
632	Conduit Riser, 1-1/2" Diameter	2	Each	\$649.80	\$1,299.60
632	Reuse Of Signal Cable, As Per Plan	5	Each	\$105.50	\$527.50
632	Pole Removal, as Per Plan	1	Each	\$896.60	\$896.60
632	Down Guy Assembly, As Per Plan	1	Each	\$522.10	\$522.10
632	Pedestal, 8', w/Transformer Base, As Per Plan	2	Each	\$759.50	\$1,519.00
632	Removal of Traffic Signal Installation, As Per Plan	3	Each	\$3,365.00	\$10,095.00
632	Interconnect Misc.: Fiber Optic Cable, 12 SM, As Per Plan	700	L.F.	\$2.65	\$1,855.00

**KEOWEE STREET RECONSTRUCTION**  
**AND KEOWEE STREET BIKEWAY**  
**(8% DBE PARTICIPATION)**  
**(FEDERAL STP FUNDS) (FEDERAL CMAO FUNDS)**  
**(OPWC ISSUE I FUNDS)**

<b><u>ITEM NO.</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>EST. QUANT.</u></b>	<b><u>UNIT</u></b>	<b><u>UNIT PRICE</u></b>	<b><u>TOTAL \$</u></b>
632	Interconnect Misc.: Fiber Optic Cable, 48 SM, As Per Plan	4000	L.F.	\$2.10	\$8,400.00
632	Interconnect Misc.: Reuse Of Fiber Optic Cable, As Per Plan	6	Each	\$527.40	\$3,164.40
632	Interconnect Misc.: Reuse Existing Splice Enclosure, As Per Plan	1	Each	\$421.90	\$421.90
632	Interconnect Misc.: Fiber Optic Splice Enclosure (Under Grade Or Aerial), As Per Plan	4	Each	\$501.00	\$2,004.00
632	Interconnect Misc.: Fiber Optic Splice Enclosure Trays, As Per Plan	4	Each	\$47.45	\$189.80
632	Interconnect Misc.: Fan-Out Kit, 12 Fiber, As Per Plan	4	Each	\$42.20	\$168.80
632	Interconnect Misc.: Fiber Optic Connector, Singlemode, As Per Plan	36	Each	\$47.45	\$1,708.20
632	Interconnect Misc.: Fiber Optic Fusion Splices, As Per Plan	132	Each	\$52.75	\$6,963.00
632	Interconnect Misc.: Fiber Optic Slack Installation, As Per Plan	8	Each	\$105.50	\$844.00
632	Interconnect Misc.: Removal Of Exist. Splice Enclosure For Storage, As Per Plan	3	Each	\$263.70	\$791.10
632	Interconnect Misc.: Additional Fiber Optic Work, As Per Plan	1	Each	\$2,637.00	\$2,637.00
632	Interconnect Misc.: Fiber Optic Connectivity, As Per Plan	1	LUMP	\$1,055.00	\$1,055.00

**KEOWEE STREET RECONSTRUCTION**  
**AND KEOWEE STREET BIKEWAY**  
**(8% DBE PARTICIPATION)**  
**(FEDERAL STP FUNDS) (FEDERAL CMAQ FUNDS)**  
**(STATE ISSUE I FUNDS)**

<b><u>ITEM NO.</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>EST. QUANT.</u></b>	<b><u>UNIT</u></b>	<b><u>UNIT PRICE</u></b>	<b><u>TOTAL \$</u></b>
632	Interconnect Misc.: Removal Of Exist. Fiber Optic Cable For Storage, As Per Plan	1	LUMP	\$2,110.00	\$2,110.00
632	Interconnect Misc.: Fiber Optic Cable Testing, As Per Plan	1	LUMP	\$1,582.00	\$1,582.00
633	Cabinet Foundation, As Per Plan	1	Each	\$1,160.00	\$1,160.00
633	Uninterruptible Power Supply, As Per Plan	1	Each	\$5,791.00	\$5,791.00
633	Controller Unit, Type TS2/A2 With Cabinet, Type TS2, As Per Plan (Eagle)	1	Each	\$19,292.00	\$19,292.00
633	Signalization Misc.: Video Detection System, As Per Plan	1	Each	\$23,100.00	\$23,100.00
641	Removal of Pavement Markings, As Per Plan	2550	L.F.	\$1.25	\$3,187.50
644	Channelizing Line (8"), White	810	L.F.	\$1.20	\$972.00
644	Lane Line (4"), White	1945	L.F.	\$0.80	\$1,556.00
644	Center Line, Yellow	2300	L.F.	\$1.05	\$2,415.00
644	Dashed (4"), White	180	L.F.	\$1.15	\$207.00
646	Channelizing Line (8"), White	740	L.F.	\$1.75	\$1,295.00
646	Lane Line (4"), White	4055	L.F.	\$0.65	\$2,635.75
646	Center Line, Yellow	3950	L.F.	\$1.10	\$4,345.00
647	Stop Line (24"), White	320	L.F.	\$12.15	\$3,888.00

**KEOWEE STREET RECONSTRUCTION**  
**AND KEOWEE STREET BIKEWAY**  
**(8% DBE PARTICIPATION)**  
**(FEDERAL STP FUNDS) (FEDERAL CMAQ FUNDS)**  
**(STATE ISSUE I FUNDS)**

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL \$</u>
647	Crosswalk (6"), White	1630	L.F.	\$3.65	\$5,949.50
647	Lane Arrows, White	23	Each	\$254.00	\$5,842.00
653	Topsoil Furnished and Placed, 4"	145	C.Y.	\$46.65	\$6,764.25
659	Hydroseeding, Including Mulch and Fertilizer	1,300	S.Y.	\$1.30	\$1,690.00
660	Sodding	6,985	S.F.	\$0.90	\$6,286.50
662	Tree, Thornless Honeylocust, 2-1/2"	11	Each	\$414.70	\$4,561.70
662	Tree, London Plane, 2-1/2"	10	Each	\$430.30	\$4,303.00
810	Excavation & Backfill for 12" Pipe with Structural Backfill	558	L.F.	\$54.80	\$30,578.40
821	Reinforced Concrete Pipe, 12" Storm	558	L.F.	\$15.75	\$8,788.50
830	Manhole, Type A	5	Each	\$3,671.00	\$18,355.00
831	Catch Basin, Type 3	18	Each	\$2,837.00	\$51,066.00
831	Catch Basin, Type C	4	Each	\$2,195.00	\$8,780.00
ODOT 832	Storm Water Pollution Prevention Plan	1	Lump Sum	\$7,377.00	\$7,377.00
ODOT 832	Erosion Control	1	Each	\$10,000.00	\$10,000.00
834	Connection, 12"	8	Each	\$1,159.00	\$9,272.00
835	12" Plug, Type C	10	Each	\$467.20	\$4,672.00
836	Manhole Adjusted, Including New Lid and Casting	42	Each	\$1,157.00	\$48,594.00

**KEOWEE STREET RECONSTRUCTION**  
**AND KEOWEE STREET BIKEWAY**  
**(8% DBE PARTICIPATION)**  
**(FEDERAL STP FUNDS) (FEDERAL CMAQ FUNDS)**  
**(STATE ISSUE I FUNDS)**

<b><u>ITEM NO.</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>EST. QUANT.</u></b>	<b><u>UNIT</u></b>	<b><u>UNIT PRICE</u></b>	<b><u>TOTAL \$</u></b>
846	Valve Box Adjusted to Grade	22	Each	\$178.50	\$3,927.00
846	Curb Box Adjusted to Grade	16	Each	\$134.80	\$2,156.80
SPL	Dispose of Contaminated Materials	1	Ton	\$327.00	\$327.00
SPL	Contingency	1	Lump Sum	\$250,000.00	\$250,000.00

**SUBTOTAL KEOWEE RECONSTRUCTION** \$2,954,477.75 ✓

**KEOWEE STREET BIKEWAY**

201	Tree Removed 6" - 18"	2	Each	\$259.20	\$518.40
201	Tree Removed 18" - 30"	5	Each	\$622.10	\$3,110.50
201	Tree Removed Over 30"	2	Each	\$933.20	\$1,866.40
202	Sidewalk Removed	9,500	S.F.	\$0.70	\$6,650.00
202	Asphalt Pavement Removed	1,500	S.F.	\$1.05	\$1,575.00
202	Concrete Pavement Removed	240	S.F.	\$9.40	\$2,256.00
202	Drive Removed	1,400	S.F.	\$0.95	\$1,330.00
202	Retaining Wall Removed	1	Lump Sum	\$336.90	\$336.90
202	Curb Removed	300	L.F.	\$3.20	\$960.00
202	Fence Removed	60	L.F.	\$6.75	\$405.00
202	Guardrail Removed	10	L.F.	\$16.50	\$165.00
202	Bollard Removed	10	Each	\$68.15	\$681.50
202	Pole Foundation Removed	4	Each	\$332.50	\$1,330.00

**KEOWEE STREET RECONSTRUCTION**  
**AND KEOWEE STREET BIKEWAY**  
**(8% DBE PARTICIPATION)**  
**(FEDERAL STP FUNDS) (FEDERAL CMAQ FUNDS)**  
**(STATE ISSUE I FUNDS)**

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL \$</u>
202	Steps Removed	30	S.F.	\$5.60	\$168.00
202	Special - Regulated Underground Storage Tank Removal	1	Each	\$7,655.00	\$7,655.00
203	Excavation not Including Embankment Construction	150	C.Y.	\$18.60	\$2,790.00
304	Aggregate Base	400	C.Y.	\$35.85	\$14,340.00
403	Asphalt Concrete	40	Tons	\$105.60	\$4,224.00
407	Tack Coat	10	Gal	\$2.10	\$21.00
453	Concrete Drive	1050	S.F.	\$6.60	\$6,930.00
607	Temporary Fence	90	L.F.	\$57.35	\$5,161.50
607	Fence 6' High Chain Link with 3 Strand Barbed Wire	90	L.F.	\$99.25	\$8,932.50
608	Concrete Bike Path	18000	S.F.	\$4.00	\$72,000.00
608	Concrete Curb Ramp (7")	500	S.F.	\$13.00	\$6,500.00
608	Concrete Steps	10	S.F.	\$206.30	\$2,063.00
609	Concrete Curb	200	L.F.	\$23.15	\$4,630.00
614	Maintaining Traffic	1	Lump Sum	\$3,449.00	\$3,449.00
623	Construction Layout	1	Lump Sum	\$3,111.00	\$3,111.00
652	Topsoil Furnished and Placed, 4"	100	C.Y.	\$46.65	\$4,665.00
659	Hydroseeding	800	S.Y.	\$1.30	\$1,040.00

**KEOWEE STREET RECONSTRUCTION**  
**AND KEOWEE STREET BIKEWAY**  
**(8% DBE PARTICIPATION)**  
**(FEDERAL STP FUNDS) (FEDERAL CMAQ FUNDS)**  
**(STATE ISSUE I FUNDS)**

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL \$</u>
ODOT 690	Special - Work Involving Solid Waste	2	Tons	\$557.30	\$1,114.60
810	Excavation & Backfill for 12" Pipe with Structural Backfill	8	L.F.	\$83.30	\$666.40
821	Reinforced Concrete Pipe, 12" Storm	8	L.F.	\$19.65	\$157.20
831	Catch Basin, Type 3A	1	Each	\$2,151.00	\$2,151.00
SPL	Contingency	Lump	Lump Sum	\$25,000.00	\$25,000.00

**SUBTOTAL KEOWEE STREET BIKEWAY** \$197,953.90 ✓

**TOTAL BASE BID**  
**KEOWEE STREET RECONSTRUCTION**  
**AND KEOWEE STREET BIKEWAY** \$3,152,431.65 ✓

**KEOWEE STREET RECONSTRUCTION**  
**AND KEOWEE STREET BIKEWAY**  
**(8% DBE PARTICIPATION)**  
**(FEDERAL STP FUNDS) (FEDERAL CMAQ FUNDS)**  
**(OPWC ISSUE I FUNDS)**

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL \$</u>
<b><u>KEOWEE STREET RECONSTRUCTION</u></b>					
<b><u>ADD ALTERNATIVE NO. 1 - ADDITIONAL WORK AT HELENA &amp; KEOWEE</u></b>					
625	1-3" PVC Conduit, 725.07, Concrete Encased	20	L.F.	\$9.40	\$188.00
625	2-3" PVC Conduit, 725.07, Concrete Encased	10	L.F.	\$12.15	\$121.50
625	Trench	30	L.F.	\$16.75	\$502.50
625	Ground Rods	3	Each	\$184.60	\$553.80
632	Strain Pole Foundation, City Type IV	2	Each	\$3,033.00	\$6,066.00
632	Strain Pole, City Type IV	2	Each	\$4,420.00	\$8,840.00
632	Messenger Wire, 7 Strand, 5/16" Diameter w/ Accessories	100	L.F.	\$8.40	\$840.00
632	Signalization, Misc., Junction Box, PVC, 8" x 8", As Per Plan	1	Each	\$225.70	\$225.70
632	Signalization, Misc., Junction Box, PVC, 12" x 12", As Per Plan	1	Each	\$231.00	\$231.00
632	Power Cable, 1 Conductor, No. 6 AWG	100	L.F.	\$1.70	\$170.00
632	Power Service, As Per Plan	1	Each	\$1,345.00	\$1,345.00
633	Cabinet Foundation, As Per Plan	1	Each	\$1,160.00	\$1,160.00
633	Uninterruptible Power Supply, As Per Plan	1	Each	\$5,791.00	\$5,791.00

**KEOWEE STREET RECONSTRUCTION  
AND KEOWEE STREET BIKEWAY  
(8% DBE PARTICIPATION)  
(FEDERAL STP FUNDS) (FEDERAL CMAQ FUNDS)  
(OPWC ISSUE I FUNDS)**

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL \$</u>
633	Controller Unit, Type TS2/A2 With Cabinet, Type TS2, As Per Plan (Eagle)	1	Each	<u>\$18,934.00</u>	<u>\$18,934.00</u>
<b>TOTAL ALTERNATE NO. 1</b>					<b><u>\$44,968.50</u></b> ✓

**ADD ALTERNATIVE NO. 2 - CEMENT STABILIZED SUBGRADE**

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL \$</u>
ODOT 206	Cement Stabilized Subgrade, 12" Deep	14,600	S.Y.	<u>\$3.25</u>	<u>\$47,450.00</u>
ODOT 206	Portland Cement (5%)	362	Tons	<u>\$135.30</u>	<u>\$48,978.60</u>
ODOT 206	Test Rolling	4	Hours	<u>\$450.30</u>	<u>\$1,801.20</u>
<b>TOTAL ALTERNATE NO. 2</b>					<b><u>\$98,229.80</u></b> ✓

**KEOWEE STREET BIKEWAY**

**ADD ALTERNATIVE NO. 1 - TREES**

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL \$</u>
661	Trees	10	Each	<u>\$229.90</u>	<u>\$2,299.00</u>
<b>TOTAL ALTERNATE NO. 1</b>					<b><u>\$2,299.00</u></b> ✓

Bid Form (Continued)

KEOWEE STREET RECONSTRUCTION  
AND KEOWEE STREET BIKEWAY  
(8% DBE PARTICIPATION)  
(FEDERAL STP FUNDS) (FEDERAL CMAQ FUNDS)  
(OPWC ISSUE I FUNDS)

The consideration to be paid for the performance of the Contract of the above described project is provided as follows: This information provides for the issuance of the tax-exempt form for the purchase of materials for this project.

<u>DESCRIPTION</u>	<u>CONSIDERATION FOR MATERIALS</u>	<u>CONSIDERATION FOR OBLIGATIONS</u>	<u>TOTAL\$</u>
TOTAL BASE BID	\$ <u>1,891,458.99</u>	\$ <u>1,260,972.66</u>	\$ <u>3,152,431.65</u>
KEOWEE STREET RECONSTRUCTION TOTAL ALT. NO. 1 (Additional Work At Helena & Keowee)	\$ <u>26,981.10</u>	\$ <u>17,987.40</u>	\$ <u>44,968.50</u>
KEOWEE STREET RECONSTRUCTION TOTAL ALT. NO. 2 (Cement Stabilized Subgrade)	\$ <u>58,937.88</u>	\$ <u>39,291.92</u>	\$ <u>98,229.80</u>
KEOWEE STREET BIKEWAY TOTAL ALT. NO. 1 (Trees)	\$ <u>1,379.40</u>	\$ <u>919.60</u>	\$ <u>2,299.00</u>

The time of completion fixed by the City is October 28, 2016.

Following are the names of all persons, firms, and corporations in the above bid as principals. If none, state that "No person or party other than the bidder is interested in this bid"

**NAME**

**ADDRESS**

No person or party other than the bidder is interested in this bid.

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BID BOND

Amount \$ 329,792<sup>90</sup>

We, the undersigned, are held and firmly bound unto the City of Dayton, Ohio in the sum of Three Hundred Twenty Nine Thousand Seven Hundred Ninety Two & Ninety / 100 Dollars, for the payment of which well and truly to be made, we hereby, jointly and severally, bind ourselves, our heirs, executors, and administrators, firmly by these presents.

The condition of this obligation is such that, if the Bid attached hereto is accepted and the Contract award to the bidder, R. B. Jergens Contractors, Inc.

named therein, and the said bidder shall within ten (10) days after being notified that said contract has been awarded to the bidder, enter into a Contract in the form acceptable to the Director and give bond in a form to be furnished by the Director, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Signed and sealed at Dayton, Ohio, this 3rd day of March, 2016.

R. B. Jergens Contractors, Inc.

[Signature]  
Bidder  
Vic Roberts, P.E. Vice President

Berkley Insurance Company

[Signature]  
Surety Katherine J. Scarberry, AFSB, CRIS  
Attorney-in-Fact

Marsh & McLennan Agency LLC

Name of Insurance Agency

409 East Monument Ave · Suite 400 · Dayton, OH 45402

Address of Insurance Agency

Telephone 937-228-4135 FAX 937-824-3265

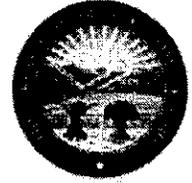
Office of Risk Assessment  
50 West Town Street  
Third Floor - Suite 300  
Columbus, Ohio 43215  
(614)644-2658  
Fax(614)644-3256  
www.insurance.ohio.gov

## Ohio Department of Insurance

John R. Kasich - Governor

Mary Taylor - Lt. Governor/Director

### Certificate of Compliance



Issued 03/23/2015

Effective 04/02/2015

Expires 04/01/2016

I, Mary Taylor, hereby certify that I am the Lt. Governor/Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

### BERKLEY INSURANCE COMPANY

of Delaware is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

#### Section 3929.01 (A)

Accident & Health	Inland Marine
Aircraft	Medical Malpractice
Allied Lines	Multiple Peril - Commercial
Boiler & Machinery	Multiple Peril - Farmowners
Burglary & Theft	Multiple Peril - Homeowners
Collectively Renewable A & H	Noncancellable A & H
Commercial Auto - Liability	Nonrenew-Stated Reasons (A&H)
Commercial Auto - No Fault	Ocean Marine
Commercial Auto - Phys Damage	Other Accident only
Credit	Other Liability
Credit Accident & Health	Private Passenger Auto - Liab
Earthquake	Private Passenger Auto-Other
Fidelity	Private Passenger-Phys Damage
Fire	Surety
Glass	Workers Compensation
Group Accident & Health	
Guaranteed Renewable A & H	

BERKLEY INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2014 that it has admitted assets in the amount of \$16,934,115,493, liabilities in the amount of \$11,496,925,117, and surplus of at least \$5,437,190,376.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

*Mary Taylor*

Mary Taylor, Lt. Governor/Director



# BERKLEY INSURANCE COMPANY

## STATUTORY BALANCE SHEET DECEMBER 31, 2014 (AMOUNTS IN THOUSANDS)

### Admitted Assets

Bonds	\$	9,004,607
Common & Preferred Stocks		3,452,533
Cash & Short Term Investments		612,654
Premiums Receivable		1,243,791
Other Assets		<u>2,620,530</u>

Total Admitted Assets \$ 16,934,115

### Liabilities & Surplus

Loss & LAE Reserves	\$	8,549,094
Unearned Premium Reserves		2,339,839
Other Liabilities		<u>607,992</u>

Total Liabilities \$ 11,496,925

Common Stock	\$	43,000
Preferred Stock		10
Additional Paid In Capital		2,797,997
Unassigned Surplus		<u>2,596,183</u>

Total Policyholders' Surplus \$ 5,437,190

Total Liabilities & Surplus \$ 16,934,115

### Officers:

President: W. Robert Berkley, Jr.  
Secretary: Ira Seth Lederman  
Treasurer: Eugene George Ballard

### Directors:

William Robert Berkley,  
(Chairman)  
W. Robert Berkley, Jr.  
Eugene George Ballard  
Paul James Hancock  
Carol Josephine LaPunzina  
Ira Seth Lederman  
C. Fred Madsen

POWER OF ATTORNEY  
BERKLEY INSURANCE COMPANY  
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Jennifer Salm; Nicole A. Laber; Katherine J. Scarberry; or Amanda L. Morris of Marsh & McLennan Agency LLC of Dayton, OH* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

**RESOLVED**, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

**RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

**RESOLVED**, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

**RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of November, 2015.

Attest:  
  
(Seal) By Ira S. Lederman  
Senior Vice President & Secretary

Berkley Insurance Company  
By Jeffrey M. Hafter  
Senior Vice President

**WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.**

STATE OF CONNECTICUT )  
 ) ss:  
COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 2nd day of November, 2015, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN  
NOTARY PUBLIC  
MY COMMISSION EXPIRES  
APRIL 30, 2019

Maria C. Rundbaker  
Notary Public, State of Connecticut

**CERTIFICATE**

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 3rd day of March, 2016.

(Seal) Andrew M. Furia

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and confirmation (on reverse) must be in blue ink.

Bidder is

An Individual  
Firm Name

Business Address

Telephone

Partnership  
Firm Name

Members of Firm and  
Their Business Address

Telephone

Corporation  
Name

R. B. Jergens Contractors, Inc.

State of Incorporation

Ohio

Name and Title of  
Officers with Authority  
to Sign Contract

William Jergens, President

Vic Roberts, P.E., Vice President

Kevin Harshberger, P.E., Vice President

Andrew Jergens, Secretary

Ruth Jergens, Treasurer

Home Office Address

11418 N. Dixie Drive · Vandalia, OH 45377

Local Address

11418 N. Dixie Drive · Vandalia, OH 45377

Telephone 937-669-9799

Fax 937-669-0301

E-Mail Address: andy.shaffer@rbjergens.com

Federal I.D.# 31-1207962

Andy Shaffer, Estimator

Dated this 3rd day of March, 2016

Bidder: R. B. Jergens Contractors, Inc.

(Person, Firm, or Corporation)

By:

Title: Vic Roberts, P.E., Vice President

If a certified or cashier's check is submitted with Bid Form, please furnish the following information:

\_\_\_\_\_ Certified Check

\_\_\_\_\_ Cashier's Check

Amount \_\_\_\_\_ Dollars  
on \_\_\_\_\_ Bank  
of \_\_\_\_\_ is Attached.

\_\_\_\_\_

Bidder

Cash in the amount of \_\_\_\_\_  
Dollars is attached.

\_\_\_\_\_

Bidder

6. **FEDERALLY REQUIRED EEO CERTIFICATION FORM**

The bidder hereby certifies that he **has** ..., **has not** ..., participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he **has** ..., **has not** ..., filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements. *The Bidder must circle the appropriate "has or has not" above.*

CITY OF DAYTON, OHIO  
Department of Public Works

Responsible Contractor Bidding Requirements  
(Form 1 of 2)

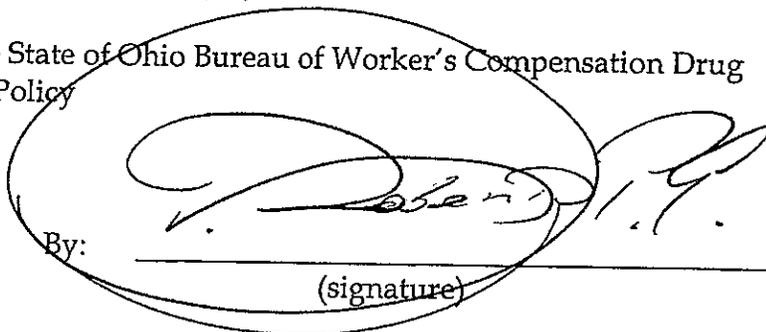
In accordance with Ordinance No. 30575-06 of the City of Dayton, Ohio Revised Code of General

Ordinances, I, Vic Roberts hereby certify that \_\_\_\_\_  
(print name – an Officer of the company)

R. B. Jergens Contractors, inc. meets the following Contractor requirements relating  
(company)

to this City of Dayton construction project (check all that apply):

- Comply with all City of Dayton income tax obligations and requirements
- Maintain worker's compensation insurance for all employees as required by the State of Ohio
- Comply with State or Federal prevailing wage rate laws, as applicable and required by the funding of this project
- Comply with the State of Ohio Bureau of Worker's Compensation Drug Free Workplace Policy

By:   
(signature)

Title: Vic Roberts, P.E., Vice President

Date: 3/3/16

CITY OF DAYTON, OHIO  
Department of Public Works

Responsible Contractor Bidding Requirements  
(Form 2 of 2)

A. Please provide a complete listing of the fringe benefits provided to employees expected to be utilized at the project site, including, but not limited, to health insurance and retirement benefits. {Reference to benefits traditionally provided on past, similar projects can be made.}

R. B. Jergens is a union contractor.

All benefits are paid thru the union

the employee is a member of.

(Operators, Laborers)

B. Please identify any "bona fide apprentice training program" in which this company participates in accordance with the Ohio Bureau of Apprenticeship Training and the U. S. Department of Labor.

R. B. Jergens is a union contractor.

the union the employee is a member of.

All Apprenticeship Training is thru

(Operators, Laborers)

C. Please provide a list of subcontractors whose quotes or information are included or used in the bid submitted for this project.

A & A SAFETY

EATON CONSTRUCTION Co., Inc.

BANSAL CONSTRUCTION, Inc.

FREISTHLER PAVING, Inc.

BIOSOURCE LANDSCAPING SERVICES

J MILLING, Inc.

CRYSTAL BROOK, LLC

QUALITY CONST. Mgmt.

DOT DIAMOND CORE DRILLING

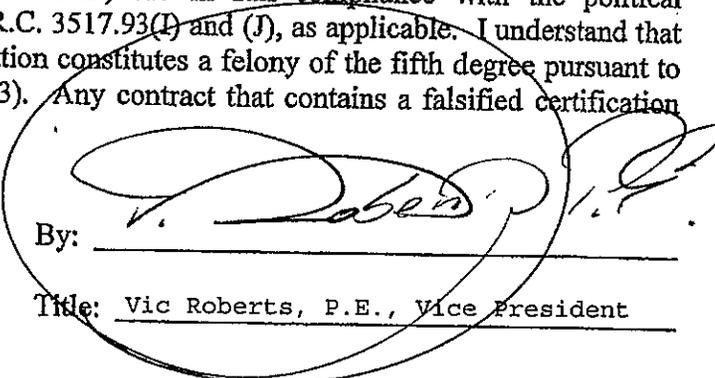
SECURITY FENCE GROUP  
SOUTH PAW, LLC

**CERTIFICATION**  
**OF COMPLIANCE WITH OHIO REVISED CODE SECTION 3517.13**  
**FOR CONTRACTS IN EXCESS OF FIVE HUNDRED DOLLARS (\$500.00)**

STATE OF OHIO,  
COUNTY OF Montgomery, ss:

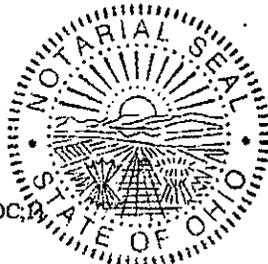
Vic Roberts being duly sworn, deposes and states as follows:

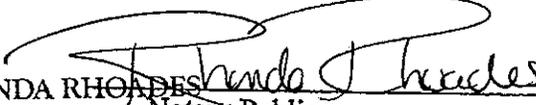
1. I am duly authorized to make the statements contained herein on behalf of R. B. Jergens Contractors, Inc. ("the Contracting Party").
2. The Contracting Party is a/an (select one):
  - Individual, partnership, or other unincorporated business association (including without limitation, a professional association organized under Ohio Revised Code Chapter 1785), estate, or trust.
  - Corporation organized and existing under the laws of the State of Ohio.
  - Labor organization.
3. I hereby affirm that the Contracting Party and each of the individuals specified in R.C. 3517.93(I)(3) (with respect to non-corporate entities and labor organizations) or R.C. 3517.93(J)(3) (with respect to corporations) are in full compliance with the political contributions limitations set forth in R.C. 3517.93(I) and (J), as applicable. I understand that a false representation on this certification constitutes a felony of the fifth degree pursuant to R.C. 3517.93(AA) and 3517.992(R)(3). Any contract that contains a falsified certification shall be rescinded.

By:   
Title: Vic Roberts, P.E., Vice President

STATE OF OHIO,  
COUNTY OF Montgomery, ss:

Sworn to before me and subscribe in my presence by Vic Roberts  
this 3rd day of March, 2016.



  
RHONDA RHOADES  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Montgomery County  
My Comm. Exp. 7/7/18



**Addendum No. 1**  
**February 26, 2016**  
**Keowee Street Reconstruction and Keowee Street Bikeway**  
**(8% DBE Participation)**  
**(Federal Construction Funds) (Federal CMAQ Funds)**  
**(OPWC State Issue 1 Funds)**

TO ALL BIDDERS:

This Addendum, including all articles and corrections listed below, shall be taken into account in preparing the bid form and shall become part of the Contract.

All bidders are requested to attach this Addendum to the bid form and return to the City.

**Item No. 1**

Page 3a in the project bid form shall be replaced with the revised page 3a (attached) and submitted with the bid. Item 442 has been changed to item ODOT 442.

**Item No. 2**

Page 3b in the project bid form shall be replaced with the revised page 3b (attached) and submitted with the bid. Item 625, 6-3" PVC Conduits Concrete Encased, has been added. Quantities for items 625, 3-3" PVC Conduits Concrete Encased, Trench, and 24"x 36"x 42" Quazite Pullbox have been changed. Revised plan sheets pages 12 and 13 are also attached.

**Item No. 3**

Handrail is required for the steps at station 5+00 of the Keowee Street Bikeway. The handrail shall be constructed according to sheet 9 of 45 of the City of Dayton Standard Drawings. The price for the handrail shall be included in the unit price for Item, 608, "Concrete Steps".

**Item No. 4**

City of Dayton Standard Drawing 5-45 shall be included in the list of standard construction drawings shown on page 1 of the plan sheets.

**Item No. 5**

The date given on page 1, Instructions, for the bid opening is incorrect. Bids will be received until noon, Dayton time, on Thursday, March 3, 2016.

**Item No. 6**

Page 3m in the project bid form shall be replaced with the revised page 3m (attached) and submitted with the bid. Item FAA P-155 has been deleted. Items ODOT 206, Cement Stabilized Subgrade, 12" Deep, Portland Cement (5%), and Test Rolling have been added.

Addendum No. 1  
February 26, 2016  
Stephen Finke, Deputy Director  
Department of Public Works

**Item No. 7**

Pages 3a-4 of the Bid Form should all say “Keowee Street Reconstruction and Keowee Street Bikeway 8% DBE Participation Federal STP Funds Federal CMAQ Funds OPWC Issue I Funds” in the upper right hand corner of the page.

**Item No. 8**

Remove sheet 28, 29, 30, 31, 32, 39, 41 from the plans and replace them with the attached new sheets 28, 29, 29a, 30, 31, 32, 39, 41.

**Item No. 9**

The following notes shall be added to the traffic notes,

**632. (By Diameter) Conduit Riser, As Per Plan**

IN ADDITION TO THE CITY OF DAYTON’S CONSTRUCTION AND MATERIAL SPECIFICATION 632 CONDUIT RISER. THIS ITEM SHALL INCLUDE A WATERTIGHT COMPRESSION FITTING AT THE TOP OF THE CONDUIT RISER TO ENSURE THAT NO WATER ENTERS THE RISER. THE COMPRESSION FITTING SIZE SHALL FIT THE DIAMETER OF THE CONDUIT RISER SHOW IN THE PLANS OR SPECIFIED BY THE ENGINEER AND BE INSTALLED AS INSTRUCTED BY THE MANUFACTUER. ALL EQUIPMENT, LABOR, HARDWARE AND MATERIALS REQUIRED FOR THE INSTALLATION OF THE CONDUIT RISER WITH A WATER TIGHT COMPRESSION FITTING SHALL BE INCLUDED IN THE UNIT BID PRICE FOR ITEM 632 (BY DIAMETER) CONDUIT RISER, AS PER PLAN.

WHEN INSTALLING A CONDUIT RISER ON THE OUTSIDE OF AN EMBEDDED POLE THE CONDUIT AND CONDUIT RISER SHALL HAVE ONLY ONE BEND WITH A MINIMUM BEND RADIUS EQUAL TO THE MINIMUM BEND RADIUS REQUIRED FOR THE FIBER OPTIC CABLE RUNNING THROUGH THE CONDUIT AND CONDUIT RISER AS SPECIFIED IN THE FIBER OPTIC CABLE GENERAL REQUIREMENTS. PART OF THE FOUNDATION SHALL BE REMOVED TO INSTALL THE CONDUIT AND CONDUIT RISER TO ENSURE THE MINIMUM BEND RADIUS AND MINIMUM DEPTH FOR THE CONDUIT IS ACHIEVED. THE CONTRACTOR SHALL USE CLASS D CONCRETE TO RESTORE THE FOUNDATION, ENCASING THE CONDUIT AND CONDUIT RISER. SEE THE CONDUIT RISER DETAIL. ALL EQUIPMENT, LABOR, HARDWARE AND MATERIALS REQUIRED TO INSTALL THE CONDUIT AND CONDUIT RISER ON THE OUTSIDE OF AN EMBEDDED POLE, REMOVING PART OF THE FOUNDATION, AND RESTORING THE FOUNDATION SHALL BE INCIDENTAL TO ITEM 632, CONDUIT RISER, AS PER PLAN

**632. Pole Removal, As Per Plan**

THE CONTRACTOR SHALL REMOVE THE POLE AND THE FOUNDATION SUCH THAT THE FOUNDATION IS REMOVED TO AT LEAST 1 FOOT BELOW SUBGRADE OR THE FINISHED GROUND LINE, OR TO A DEPTH SPECIFIED BY THE ENGINEER IN SITUATIONS WHERE CONDUITS ARE BEING INSTALLED SUCH THAT THE

Addendum No. 1  
February 26, 2016  
Stephen Finke, Deputy Director  
Department of Public Works

CONDUITS MEET THEIR REQUIRED MINIMUM INSTALLATION DEPTH. THE CONTRACTOR SHALL BACKFILL, RESTORE SURFACES, AND DISPOSE OF SURPLUS MATERIAL ACCORDING TO 603.09 IN THE CITY OF DAYTON'S CONSTRUCTION AND MATERIAL SPECIFICATION. ALL ITEMS NOT DESIGNATED FOR SALVAGE OR REUSE SHALL BE DISPOSED OF BY THE CONTRACTOR. AS SPECIFIED IN 614.03, SIGNALS SHALL NOT BE REMOVED UNTIL A NEW SIGNAL SYSTEM OR TEMPORARY TRAFFIC CONTROL METHOD APPROVED BY THE ENGINEER IS IN OPERATION.

ALL EQUIPMENT, LABOR, HARDWARE AND MATERIALS REQUIRED FOR THE REMOVAL OF THE POLE FOR SALVAGE, REUSE, OR DISPOSAL, THE REMOVAL OF THE FOUNDATION AND ANY RESTORATION OF THE SURFACE SHALL BE INCLUDED IN THE UNIT BID PRICE FOR ITEM 632, POLE REMOVAL, AS PER PLAN

632. DOWN GUY ASSEMBLY, AS PER PLAN

IN ADDITION TO THE CITY OF DAYTON'S CONSTRUCTION AND MATERIAL SPECIFICATION 632 DOWN GUY ASSEMBLY. THE DOWN GUY ASSEMBLY SHALL BE INSTALLED PRIOR TO REMOVING ANY EXISTING MESSENGER WIRE OR FIBER OPTIC CABLE SUCH THAT THE DOWN GUY ASSEMBLY CAN RESIST THE MAJOR PORTION OF THE HORIZONTAL LOADING. DOWN GUY ASSEMBLY SHALL BE INSTALLED AS DIRECTED BY THE ENGINEER.

**Item No. 10**

Replace the note for item 632 INTERCONNECT CABLE, MISC.: REMOVAL OF EXISTING FIBER OPTIC CABLE FOR STORAGE, AS PER PLAN to the following:

632 INTERCONNECT MISC.: REMOVAL OF EXISTING FIBER OPTIC CABLE FOR STORAGE, AS PER PLAN

THE REMOVAL OF THE EXISTING FIBER OPTIC CABLE SHALL ADHERE TO THE 632, INTERCONNECT MISC,; FIBER OPTIC CONNECTIVE, AS PER PLAN NOTE. ONLY CABLES SPECIFIED BY THE ENGINEER SHALL BE REMOVED. THE SINGLEMODE FIBERS IN THE EXISTING CABLE SHALL BE TESTED WITH AN OPTICAL TIME DOMAIN REFLECTOMETER BEFORE REMOVAL. THE EXISTING CABLE SHALL BE REMOVED AS ONE UNIT FROM EXISTING SPLICE TO EXISTING SPLICE.

THE REQUIREMENTS FOR FIBER OPTIC CABLE INSTALLATION SHALL ALSO APPLY TO REMOVAL OF EXISTING FIBER OPTIC CABLE. THE CABLE SHALL BE NEATLY STORED ON A REEL AND DELIVERED TO THE CITY OF DAYTON TRAFFIC SIGNAL SHOP.

THE COST TO TEST AND REMOVE THE CABLE SHALL BE INCLUDED IN THE UNIT PRICE BID FOR ITEM 632 INTERCONNECT CABLE, MISC.: REMOVAL OF EXISTING FIBER OPTIC CABLE FOR STORAGE, AS PER PLAN.

Addendum No. 1  
February 26, 2016  
Stephen Finke, Deputy Director  
Department of Public Works

Replace the label for the note ITEM 632 INTERCONNECT CABLE MISC.: REUSE OF FIBER OPTIC CABLE, (BY TYPE), AS PER PLAN with ITEM 632 INTERCONNECT MISC.: REUSE OF FIBER OPTIC CABLE, (BY TYPE), AS PER PLAN

Replace the label for the note ITEM 632 INTERCONNECT CABLE MISC.: SLACK INSTALLATION, (BY TYPE), AS PER PLAN with ITEM 632 INTERCONNECT MISC.: SLACK INSTALLATION, (BY TYPE), AS PER PLAN

Replace the label for the note ITEM 632 INTERCONNECT CABLE MISC.: FIBER OPTIC CABLE, (BY TYPE), (BY SIZE), AS PER PLAN with ITEM 632 INTERCONNECT MISC.: FIBER OPTIC CABLE, (BY TYPE), (BY SIZE), AS PER PLAN

Replace the label for the note ITEM 632 INTERCONNECT CABLE MISC.: REMOVAL OF EXISTING SPLICE ENCLOSURE FOR STORAGE, AS PER PLAN with ITEM 632 INTERCONNECT MISC.: REMOVAL OF EXISTING SPLICE ENCLOSURE FOR STORAGE, AS PER PLAN

Replace the label for the note ITEM 632 INTERCONNECT CABLE MISC.: REUSE OF EXISTING SPLICE ENCLOSURE, AS PER PLAN with ITEM 632 INTERCONNECT MISC.: REUSE OF EXISTING SPLICE ENCLOSURE, AS PER PLAN

Replace the label for the note ITEM 632 INTERCONNECT CABLE MISC.: ADDITIONAL FIBER OPTIC WORK, AS PER PLAN with ITEM 632 INTERCONNECT MISC.: ADDITIONAL FIBER OPTIC WORK, AS PER PLAN

**Item No. 11**

Page 3c in the project bid form shall be replaced with the revised page 3c (attached) and submitted with the bid. Item 625, 3" Galvanized, 725.04 Conduit has changed to 1-1/2" Galvanized, 725.04 Conduit. Quantity for Item 625, 1" Galvanized, 725.04 Conduit has changed.

**Item No. 12**

Page 3e in the project bid form shall be replaced with the revised page 3e (attached) and submitted with the bid. Item 632, Conduit Riser, 3" Diameter has changed to Conduit Riser, 1-1/2" Diameter. Items 632, Pole Removal, As Per Plan and Down Guy Assembly, As Per Plan have been added. Quantity for item 632, Interconnect Misc.: Fiber Optic Cable, 12 SM, As Per Plan has changed.

**Item No. 13**

Page 3f in the project bid form shall be replaced with the revised page 3f (attached) and submitted with the bid. Quantities for Items 632, Interconnect Misc.: Fiber Optic Cable, 48 SM, Reuse of Fiber Optic Cable, Fiber Optic Splice Enclosure, Fiber Optic Splice Enclosure Trays, Fan-Out Kit, Fiber Optic Connector, and Fiber Optic Fusion Splices have changed.

Addendum No. 1  
February 26, 2016  
Stephen Finke, Deputy Director  
Department of Public Works

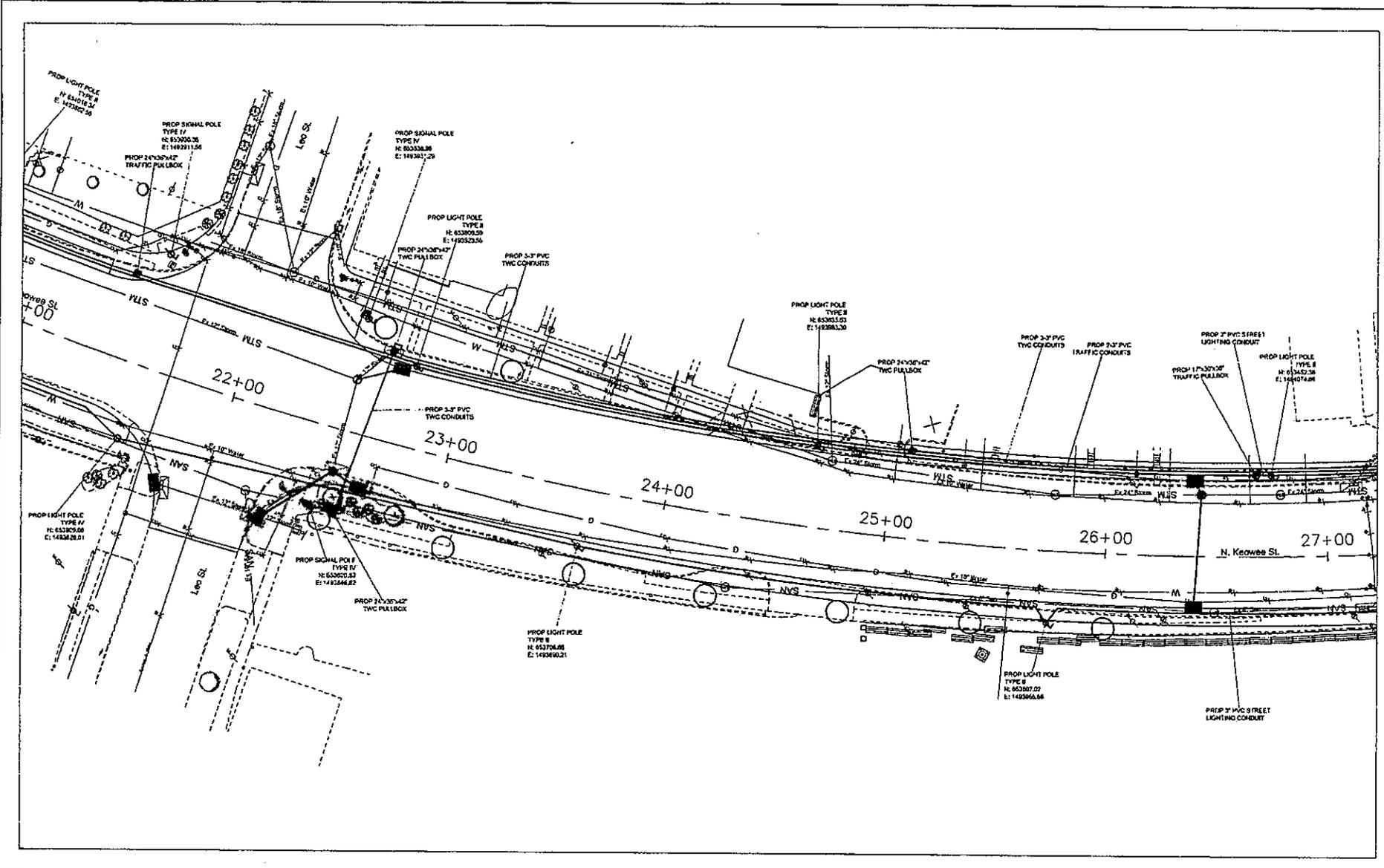
**Item No. 14**

Page 31 in the project bid form shall be replaced with the revised page 31 (attached) and submitted with the bid. Quantities for Items 625, 1-3" PVC Conduit, 725.07, Concrete Encased and Trench have changed.

**Item No. 15**

Page 4 in the project bid form shall be replaced with the revised page 4 (attached) and submitted with the bid. The title for Alt. No. 2 changed.

Addendum No. 1  
February 26, 2016  
Stephen Finke, Deputy Director  
Department of Public Works

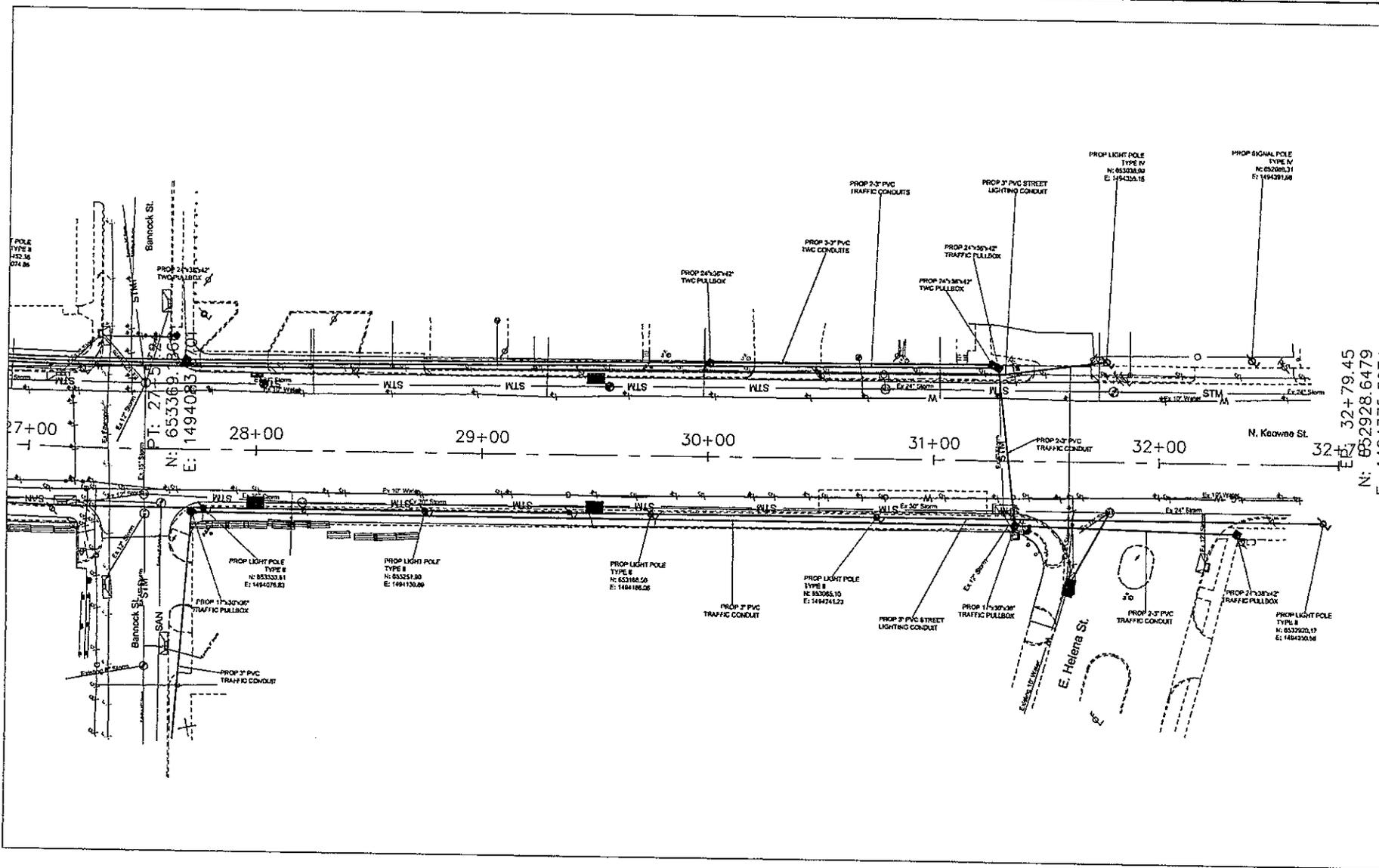


ELECTRICAL PLANS  
REVISED 2/26/2016

PLANS FOR THE KEOWEE  
STREET RECONSTRUCTION

DRAWING #  
6A-17412





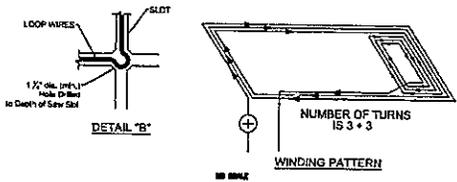
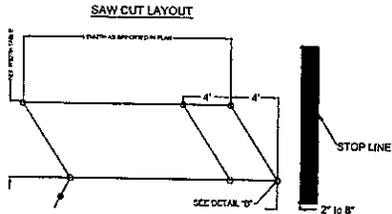
ELECTRICAL PLANS  
REVISED 2/26/2016

PLANS FOR THE KEOWEE  
STREET RECONSTRUCTION

DRAWING #  
6A-17412

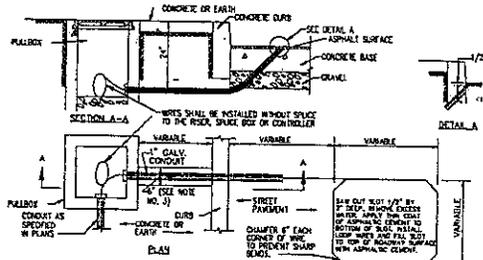


EB 32+79.45  
N: 652928.6479  
E: 1494375.3074



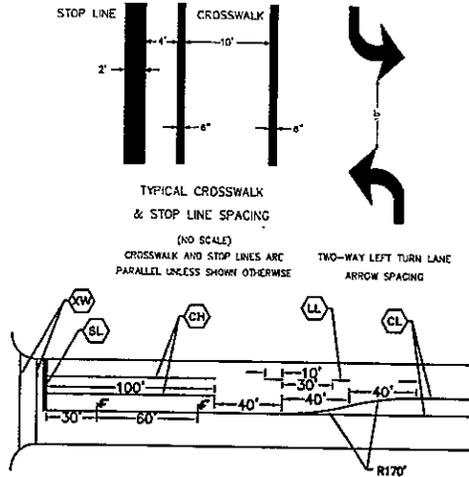
LANE WIDTH LESS THAN 30'	RECTANGULAR AND POWERHEAD LESS THAN 30'	RECTANGULAR AND POWERHEAD 30' TO 40'	QUADRIPOLE 30' TO 40'	ANGULAR DESIGN 30' TO 40'
10' WIDTH	10' WIDTH	10' WIDTH	10' WIDTH	10' WIDTH
12' WIDTH	12' WIDTH	12' WIDTH	12' WIDTH	12' WIDTH
14' WIDTH	14' WIDTH	14' WIDTH	14' WIDTH	14' WIDTH
16' WIDTH	16' WIDTH	16' WIDTH	16' WIDTH	16' WIDTH
18' WIDTH	18' WIDTH	18' WIDTH	18' WIDTH	18' WIDTH
20' WIDTH	20' WIDTH	20' WIDTH	20' WIDTH	20' WIDTH

TYPICAL POWERHEAD LOOP LAYOUT



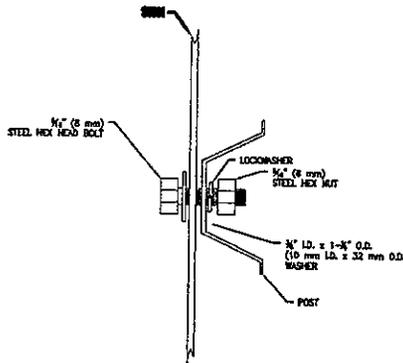
NOTE A:  
3 TURNS OR AS SPECIFIED, NO 14 SOLID  
RAW IRON TYPE UNDERGROUND WIRE, WIRE  
ARE NOT TO BE TIGHTENED, USE WOOD BLOCK  
TO FORM WIRE BY SPLIT AS SHOWN. TIGHTEN  
WIRE WITH PLIERS. NO SPICES  
PERMITTED IN THIS WIRE. WIRE  
RESISTANCE BETWEEN LOOP AND GROUND SHALL  
NOT BE LESS THAN 100 OHMS AND SHALL BE  
TESTED IN THE PRESENCE OF A REPRESENTATIVE  
OF THE BUREAU OF TRAFFIC ENGINEERING.

TYPICAL LOOP DETECTOR INSTALLATION

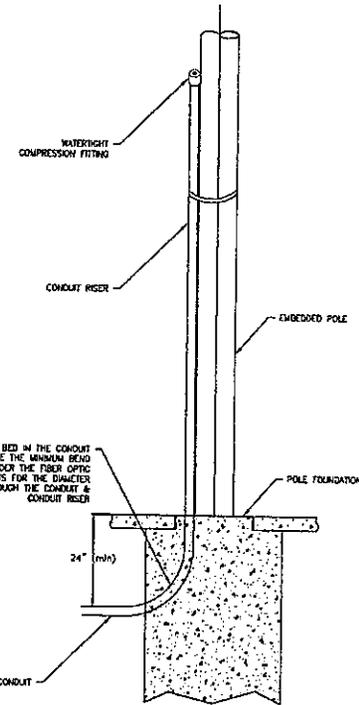


PAVEMENT MARKINGS  
CH - CHANNELING LINE, WHITE (P)  
CL - CENTERLINE, YELLOW  
EL - EDGE LINE, YELLOW  
LL - LANE LINE, WHITE (P)  
SL - STOP LINE, WHITE (P)  
SW - DASHED LINE, WHITE (P) (2 DASH, 8 GAP)  
LA - LANE ARROW  
TL - TRANSVERSE LINE, YELLOW (P)  
XW - CROSSWALK LINE, WHITE (P)

GENERAL NOTES: SEE SPECIFICATIONS FOR PAVEMENT.

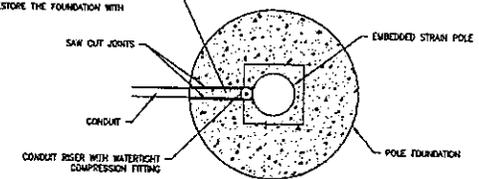


CONCRETE SUPPORT ASSEMBLY DETAIL (SEE NOTES)



CONCRETE SHALL BE REMOVED SUCH THAT THE CONDUIT & CONDUIT RISER CAN BE INSTALLED WITH THE MINIMUM BEND RADIUS EQUAL TO THE MINIMUM BEND RADIUS SPECIFIED UNDER FIBER OPTIC CABLE GENERAL REQUIREMENTS.

THE CONTRACTOR SHALL RESTORE THE FOUNDATION WITH CLASS "B" CONCRETE.



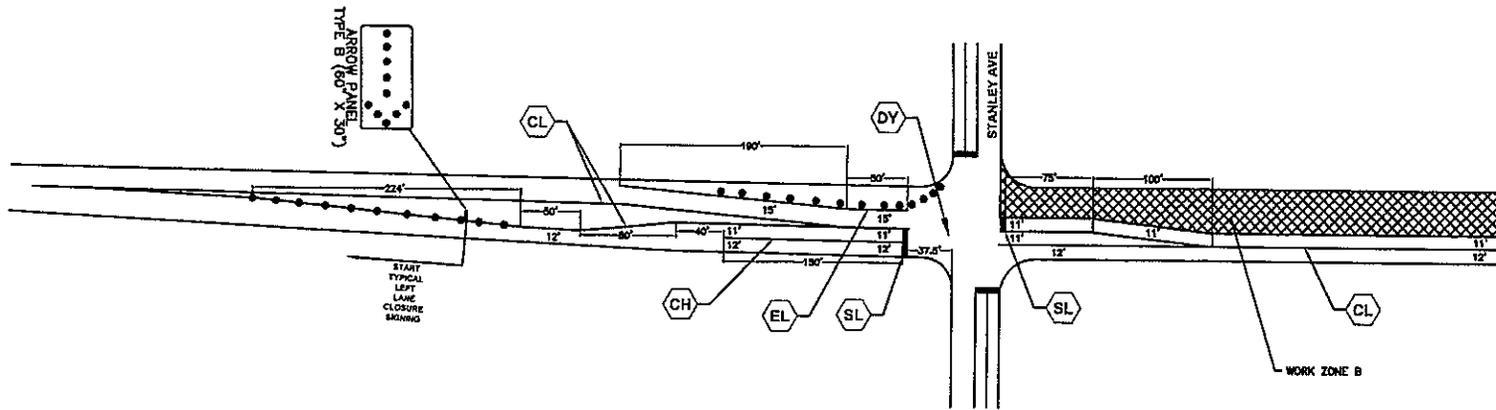
CONDUIT RISER DETAIL

TRAFFIC DETAILS  
REVISED 2/26/2016

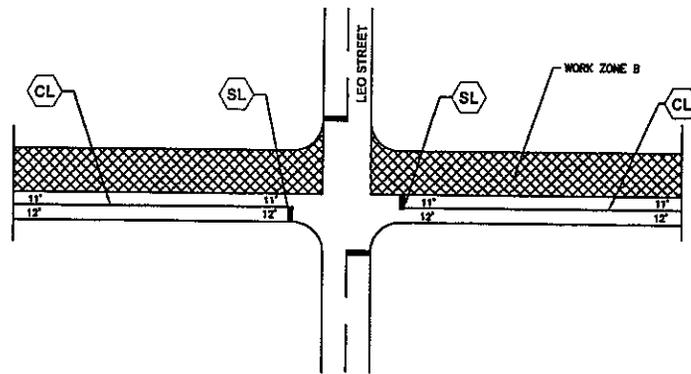
PLANS FOR KEOWEE  
STREET RECONSTRUCTION

DRAWING #  
6A-17412

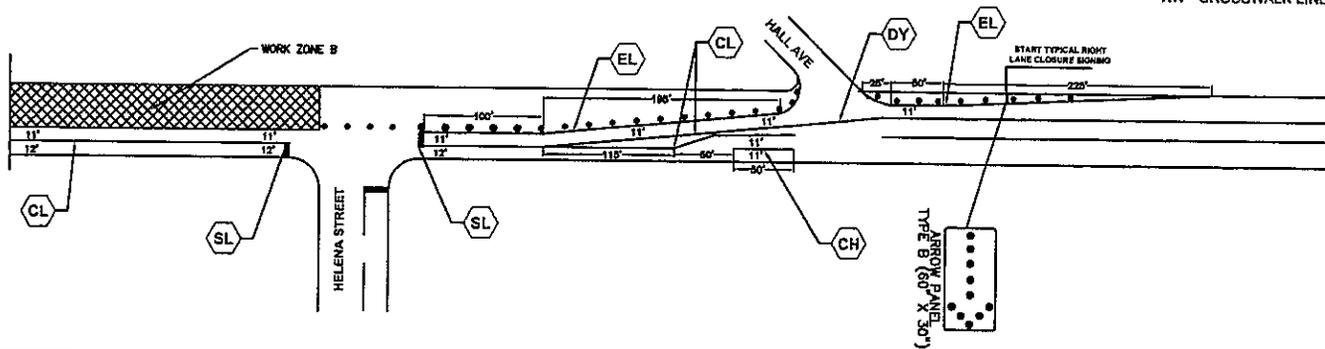




- Note**
1. All temporary pavement markings shall be 740.06 type-1.
  2. Removal of pavement markings shall comply with Item 641 Removal of Pavement Markings.
  3. Only when paving is done in the proposed center two way left turn lane shall the lanes at the intersection of Stewart Street & Keowee Street be reduced to one through lane in each direction for Keowee Street. At all other times the southbound left turn lane shall be maintained.



- PAVEMENT MARKINGS**
- CH - CHANNELIZING LINE, WHITE (8")
  - CL - CENTERLINE, YELLOW (8")
  - EL - EDGELINE, WHITE (8")
  - LL - LANE LINE, WHITE (4")
  - DW - DASHED LINE, WHITE (4") (2' DASH, 6' GAP)
  - DY - DASHED LINE, YELLOW (4") (2' DASH, 6' GAP)
  - LA - LANE ARROW
  - TL - TRANSVERSE LINES, YELLOW (24")
  - SL - STOP LINE, WHITE (24")
  - XW - CROSSWALK LINE, WHITE (6")

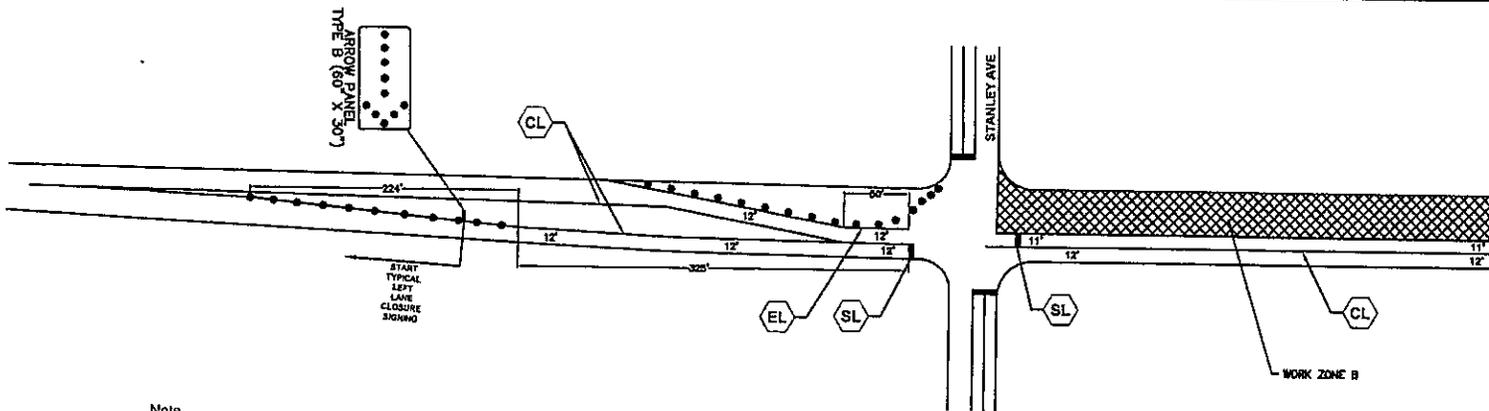


MOT PHASE A  
REVISED 2/26/2016

PLANS FOR KEOWEE  
STREET RECONSTRUCTION

DRAWING #  
6A-17412





Note

1. All temporary pavement markings shall be 740.06 type-I.
2. Removal of pavement markings shall comply with Item 641 Removal of Pavement Markings.
3. Only when paving is done in the proposed center two way left turn lane shall the lanes at the intersection of Stewart Street & Keowee Street be reduced to one through lane in each direction for Keowee Street. At all other times the southbound left turn lane shall be maintained.

- PAVEMENT MARKINGS
- CH - CHANNELIZING LINE, WHITE (8")
  - CL - CENTERLINE, YELLOW
  - EL - EDGELINE, WHITE (8")
  - LL - LANE LINE, WHITE (4")
  - DW - DASHED LINE, WHITE (4") (2' DASH, 6' GAP)
  - DY - DASHED LINE, YELLOW (4") (2' DASH, 6' GAP)
  - LA - LANE ARROW
  - TL - TRANSVERSE LINES, YELLOW (24")
  - SL - STOP LINE, WHITE (24")
  - XW - CROSSWALK LINE, WHITE (6")



MOT PHASE A2  
REVISED 2/26/2016

PLANS FOR KEOWEE  
STREET RECONSTRUCTION

DRAWING #  
6A-17412

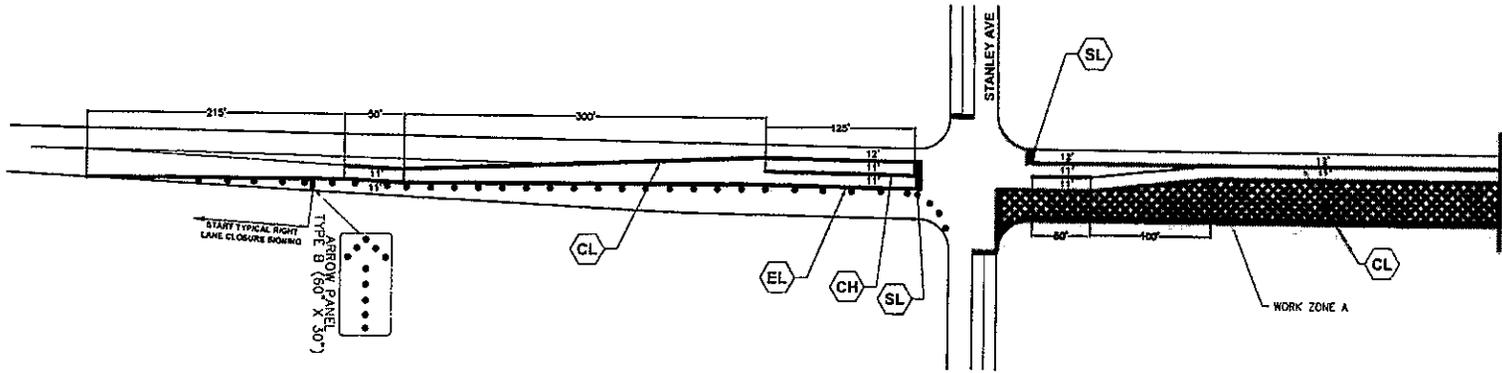




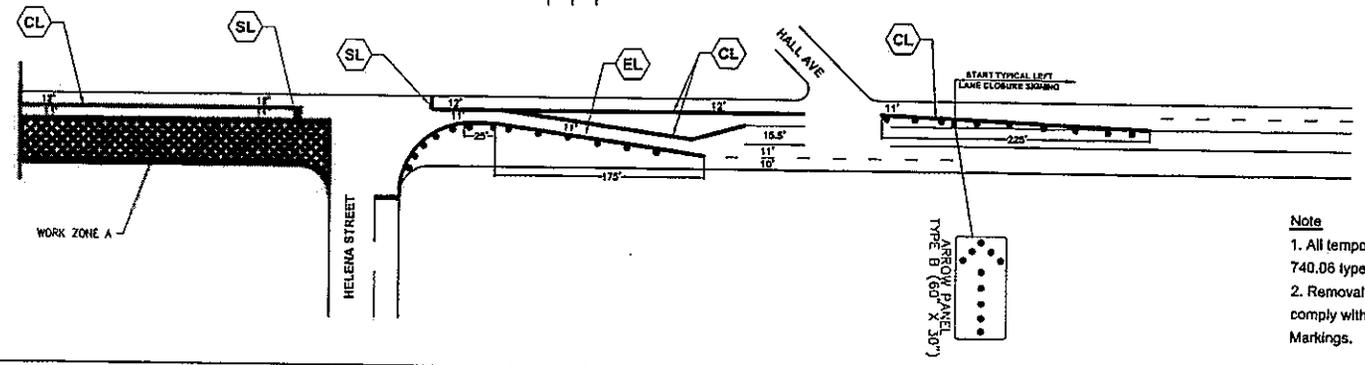
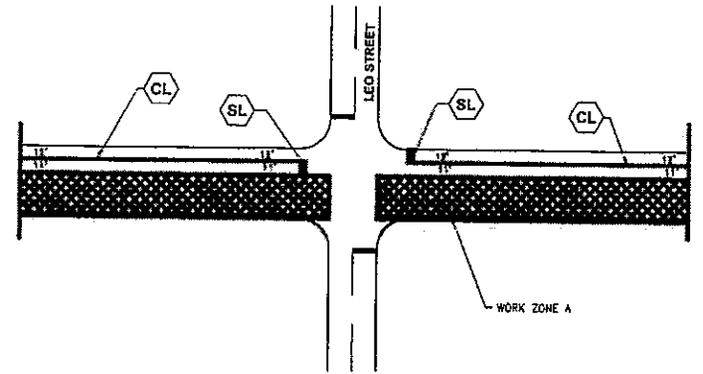
MOT PHASE B  
REVISED 2/26/2016

PLANS FOR KEOWEE  
STREET RECONSTRUCTION

DRAWING #  
6A-17412



- Note
1. All temporary pavement markings shall be 740.06 type-1.
  2. Removal of pavement markings shall comply with Item 641 Removal of Pavement Markings.
  3. During Phase B of the MOT the left turn lanes for southbound Keowee Street at Stanley Avenue shall be maintained at all times.



- Note
1. All temporary pavement markings shall be 740.06 type-1.
  2. Removal of pavement markings shall comply with Item 641 Removal of Pavement Markings.

SHEET NUMBER

	33	36	39	42	43	44	45	46	47	48	49
	30	305	70								
		20	5								
			10								
	15	20	5								
	30	325	85								
		4									
			1								
	1	1	1								
	1										
	1	4	3					4			
	11	15			31	46	50	70	7		
					6	8	8	6	2		
	2	2									
					28			42			
		2200	100								
		8	1								
	1										
	1	8	6								
	8	8	6								
		8	6								
	1										
	8	8	6								
	4	4	4								
	80	360	225								
		360	225								
	250	1200	1200								
		200	200								
	50	380	230								
	235	370	220								
		100	100								
		1									
		3	2								
		100									
		1									
			2								
	5										
	1		1								
			1								
			1								
	1	1	1								
	50	50	600								
	4000										
	4		2								
	1										
		1	2								
	1	1	2								
	1	1	2								
	1	1	2								
	12	12	12								
	60	12	60								
	4	4	4								
	1	1	1								
	1										

TOTAL QUANT	UNIT	ITEM	DESCRIPTION
405	L.F.	625	1-3" PVC CONDUIT CONCRETE ENCASED
25	L.F.	625	2-3" PVC CONDUIT CONCRETE ENCASED
10	L.F.	625	1-1/2" GALVANIZED CONDUIT
40	L.F.	625	1" GALVANIZED CONDUIT
440	L.F.	625	TRENCH
4	EACH	625	18" PULLBOX, 725.018, AS PER PLAN
1	EACH	625	24"x38"x42", QUAZITE PULLBOX, AS PER PLAN
3	EACH	625	GROUND ROD
1	EACH	625	BRACKET ARM, 15', AS PER PLAN
12	EACH	630	SIGN, DOUBLE FACED STREET NAME, AS PER PLAN
230	SOFT	630	SIGN, FLAT SHEET, AS PER PLAN
30	EACH	630	SIGN SUPPORT ASSEMBLY, POLE MOUNTED
4	EACH	630	SIGN HANGER ASSEMBLY, SPAN WIRE
70	L.F.	630	GROUND MOUNTED SUPPORT, NO. 2 POST
1	LUMP	630	REMOVAL OF EXISTING SIGNS AND STORAGE, AS PER PLAN
2300	EACH	632	LOOP DETECTOR LEAD-IN CABLE, 2 CONDUCTOR SHIELDED, NO. 14 AWG
9	L.F.	632	DETECTOR LOOPS, AS PER PLAN
1	EACH	632	CITY TYPE IV, POLE EXTENSION, 10'
15	EACH	632	COVERING OF VEHICULAR SIGNAL HEAD
22	EACH	632	COVERING OF PEDESTRIAN SIGNAL HEAD
14	EACH	632	VEHICULAR SIGNAL HEAD, (LED), 3-SECTION, 12" LENS, 1-WAY, W/ BACKPLATE, AS PER PLAN
1	EACH	632	VEHICULAR SIGNAL HEAD, (LED), 5-SECTION, 12" LENS, 1-WAY, AS PER PLAN
22	EACH	632	PEDESTRIAN SIGNAL HEAD, (LED), COUNTDOWN, TYPE D2
12	EACH	632	PEDESTRIAN PUSHBUTTON, AS PER PLAN
665	L.F.	632	MESSANGER WIRE, 7 STRAND, 5/16" DIAMETER W/ ACCESSORIES
585	L.F.	632	TETHERING WIRE TC-85-21, W/ ACCESSORIES, AS PER PLAN
2650	L.F.	632	SIGNAL CABLE, 3 CONDUCTOR, NO. 14 AWG
400	L.F.	632	SIGNAL CABLE, 5 CONDUCTOR, NO. 14 AWG
650	L.F.	632	SIGNAL CABLE, 7 CONDUCTOR, NO. 14 AWG
825	L.F.	632	SIGNAL CABLE, 12 CONDUCTOR, NO. 14 AWG
200	L.F.	632	SIGNAL CABLE MISC.: 21 CONDUCTOR, NO. 14 AWG
1	EACH	632	SIGNALIZATION MISC.: JUNCTION BOX, PVC, 12"x12"x6", AS PER PLAN
5	EACH	632	SIGNALIZATION, MISC.: JUNCTION BOX, PVC, 8"x8"x7", AS PER PLAN
100	L.F.	632	POWER CABLE, 1 CONDUCTOR, NO. 6 AWG
1	EACH	632	POWER SERVICE, AS PER PLAN
2	EACH	632	CONDUIT RISER, 1-1/2" GALVANIZED, AS PER PLAN
5	EACH	632	REUSE OF SIGNAL CABLE
2	EACH	632	PEDESTAL, 8', W/ TRANSFORMER BASE, AS PER PLAN
1	EACH	632	POLE REMOVAL, AS PER PLAN
1	EACH	632	DOWN GUY ASSEMBLY
3	EACH	632	REMOVAL OF TRAFFIC SIGNAL INSTALLATION, AS PER PLAN
700	L.F.	632	INTERCONNECT MISC.: FIBER OPTIC CABLE, 12 SM, AS PER PLAN
4000	L.F.	632	INTERCONNECT MISC.: FIBER OPTIC CABLE, 48 SM, AS PER PLAN
6	EACH	632	INTERCONNECT MISC.: REUSE OF FIBER OPTIC CABLE, AS PER PLAN
1	EACH	632	INTERCONNECT MISC.: REUSE EXISTING FIBER OPTIC SPLICE ENCLOSURE, AS PER PLAN
4	EACH	632	INTERCONNECT MISC.: FIBER OPTIC SPLICE ENCLOSURE (UNDER GRADE OR AERIAL), AS PER PLAN
4	EACH	632	INTERCONNECT MISC.: FIBER OPTIC SPLICE ENCLOSURE TRAYS, AS PER PLAN
4	EACH	632	INTERCONNECT MISC.: FAN-OUT KIT, 12 FIBER, AS PER PLAN
36	EACH	632	INTERCONNECT MISC.: FIBER OPTIC CONNECTOR, SINGLEMODE, AS PER PLAN
132	EACH	632	INTERCONNECT MISC.: FIBER OPTIC FUSION SPLICES, AS PER PLAN
8	EACH	632	INTERCONNECT MISC.: FIBER OPTIC SLACK INSTALLATION, AS PER PLAN
3	EACH	632	INTERCONNECT MISC.: REMOVAL OF EXISTING SPLICE ENCLOSURE & STORAGE, AS PER PLAN
1	EACH	632	INTERCONNECT MISC.: ADDITIONAL FIBER OPTIC WORK, AS PER PLAN
1	LUMP	632	INTERCONNECT MISC.: FIBER OPTIC CONNECTIVITY, AS PER PLAN
1	LUMP	632	INTERCONNECT MISC.: REMOVAL OF EXISTING FIBER OPTIC CABLE & STORAGE, AS PER PLAN
1	LUMP	632	INTERCONNECT MISC.: FIBER OPTIC CABLE TESTING, AS PER PLAN

TRAFFIC GENERAL SUMMARY  
REVISED 2/26/2016

PLANS FOR KEOWEE  
STREET RECONSTRUCTION

DRAWING #  
6A-17412

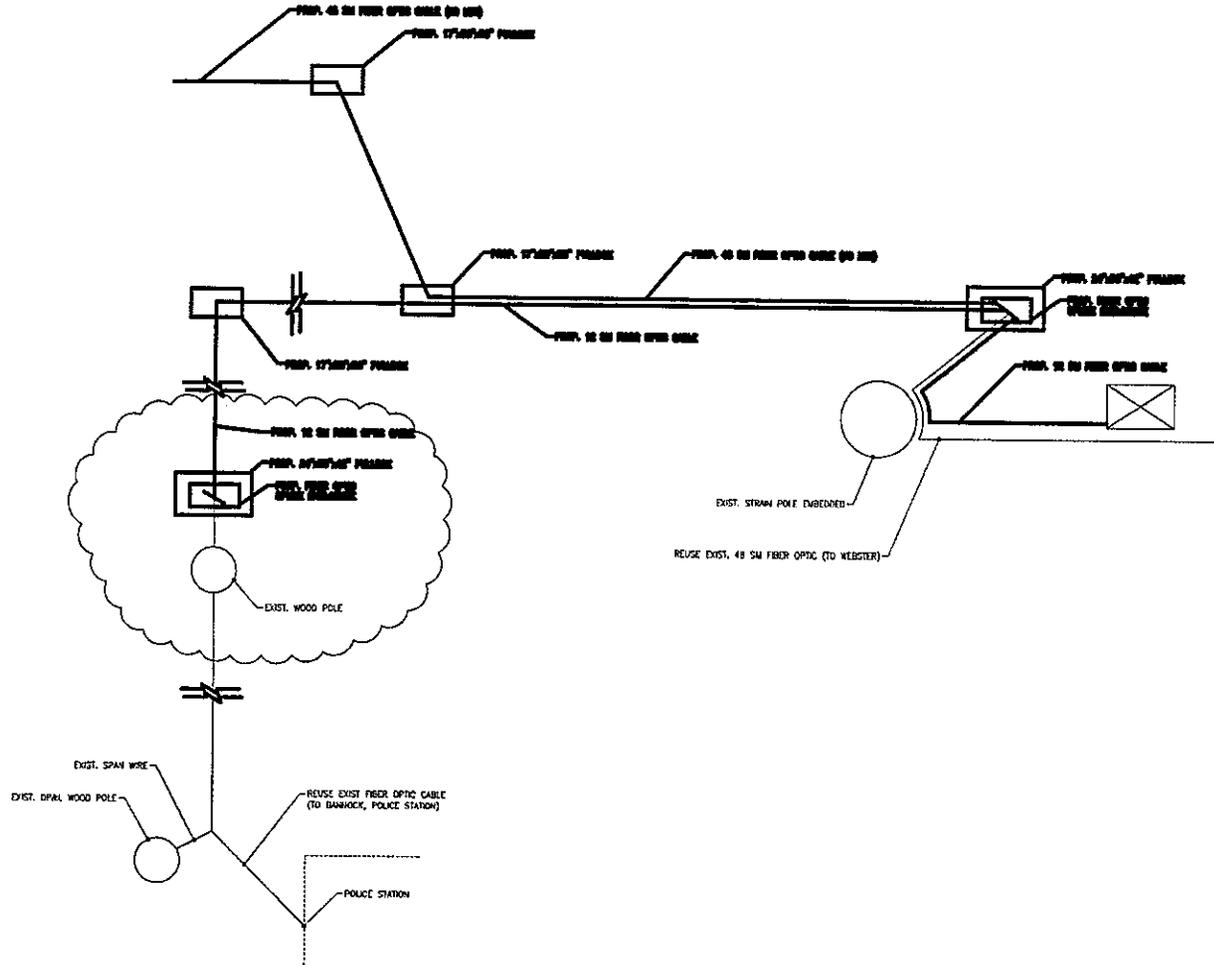
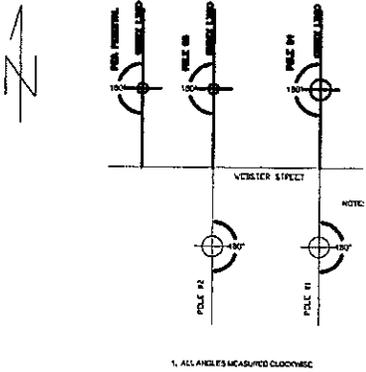






FROM SHEET NUMBER	POLE NUMBER	DESIGN NUMBER	POLE HEIGHT	INDEX LINE ANGLE (DEGREES)	ANGLE (DEGREES) FROM INDEX LINE								
					3"x5" HAND-HOLD	FEEDSTRAIN SIGNALS	FEEDSTRAIN PUSHBUTTONS	5" PVC CONDUIT ELL. (CHIPPED)	POWER SERVICE	2" BLIND HALF COUPLERS @ 25'	3" BLIND HALF COUPLERS @ 25'	12" LUMINAIRE BRACKET	
1	IV	30'	180°		90°	180°	90°						
2	IV	30'	180°		0°	180°							
3	IV	30'	180°	180°						90°	180°		
4	IV	30'	180°	180°	270°	270°				270°	180°		
5	IV	30'	180°		90°	90°							

TYPE TC-81.10 STRAIN POLE



FIBER OPTIC WIRING DIAGRAM

REVISED 2/26/2016

FIBER OPTIC WIRING  
KHELENA & KEOWEE

PLANS FOR KEOWEE  
STREET RECONSTRUCTION

DRAWING #  
6A-17412



**Addendum No. 2**  
**February 29, 2016**  
**Keowee Street Reconstruction and Keowee Street Bikeway**  
**(8% DBE Participation)**  
**(Federal Construction Funds) (Federal CMAQ Funds)**  
**(OPWC State Issue 1 Funds)**

TO ALL BIDDERS:

This Addendum, including all articles and corrections listed below, shall be taken into account in preparing the bid form and shall become part of the Contract.

All bidders are requested to attach this Addendum to the bid form and return to the City.

**Item No. 1**

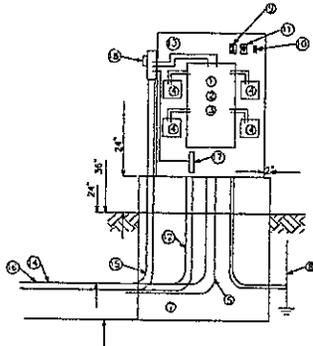
Page 3 of the plan sheets shall be replaced with the revised page 3 (attached). The typical joint layout has changed, changing one tied longitudinal joint to an untied longitudinal joint.

**Item No. 2**

Information on the underground storage tank removal for the former Chester's Fried Chicken, 1202 North Keowee Street can be found in the Phase I Environmental Site Assessment. The document can be viewed at the City of Dayton Division of Civil Engineer's office.

Addendum No. 2  
February 29, 2016  
Stephen Finke, Deputy Director  
Department of Public Works

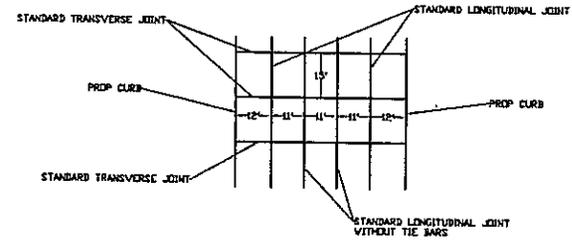
1. 200 AMP MAIN BREAKER PANEL
2. 15 AMP BREAKER FOR PHOTOCELL
3. 20 AMP BREAKER FOR GFCI
4. 100 AMP CONTACTOR WITH 100 AMP BREAKER (ONE PER CIRCUIT)
5. 3" CONCRETE ENCASED CONDUIT (ONE PER CIRCUIT)
6. NOT USED
7. FOUNDATION, INCLUDED IN THE COST FOR THE LIGHTING CONTROL CENTER
8. GROUND ROD, INCLUDED IN THE COST OF THE LIGHTING CONTROL CENTER
9. GFI OUTLET
10. PHOTOCELL RELAY
11. PHOTOCELL BYPASS (HAND OFF AUTOMATIC SWITCH)
12. PHOTOCELL WIRING, 3 - #10 THIN INCLUDE IN LIGHTING DOWDUT FROM CABINET TO PHOTOCELL ON NEAREST POLE
13. SINGLE DOOR NON-ANODIZED ALUMINUM ENCLOSURE NON-PAINTED (NEMA 3R). CABINET SIZE 36" WIDE x 48" TALL x 17" DEEP
14. WIRING PULLED TO AERIAL POWER SOURCE WITH ENOUGH SLACK TO REACH PRIMARY CONTROL CENTER INCLUDES THE COST OF WIRE BETWEEN THE CABINET AND SERVICE CONNECTION.
15. 2" CONCRETE ENCASED GALVANIZED CONDUIT FROM POWER SOURCE
16. LIGHTING CIRCUIT: 240 VOLTS, 3 WIRES: 2 - #2, 1 - #2 (NEUTRAL)
17. GROUNDING BLOCK
18. 200 AMP METER SOCKET WITH BYPASS HANDLE



LIGHTING CONTROL CENTER

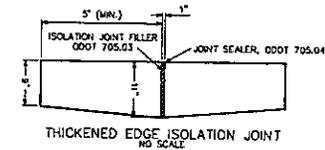


PROPOSED LUMINAIRE

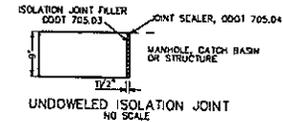


TYPICAL JOINT LAYOUT

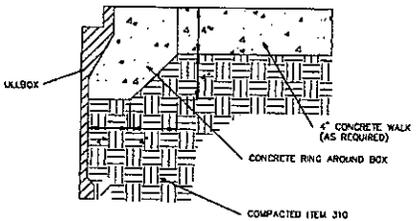
- NOTES
1. TRANSVERSE JOINTS MAY BE MOVED IN ORDER TO AVOID SHALL SECTIONS PRONE TO CRACKING NEXT TO CATCH BASINS, MANHOLES, ETC. MAXIMUM TRANSVERSE JOINT SPACING IS 20'.
  2. A THICKENED EDGE ISOLATION JOINT SHALL BE PLACED WHERE THE PROPOSED PAVEMENT MEETS ANY EXISTING PAVEMENT.
  3. AN UNDOVELED ISOLATION JOINT SHALL BE PLACED AT ALL STRUCTURES.



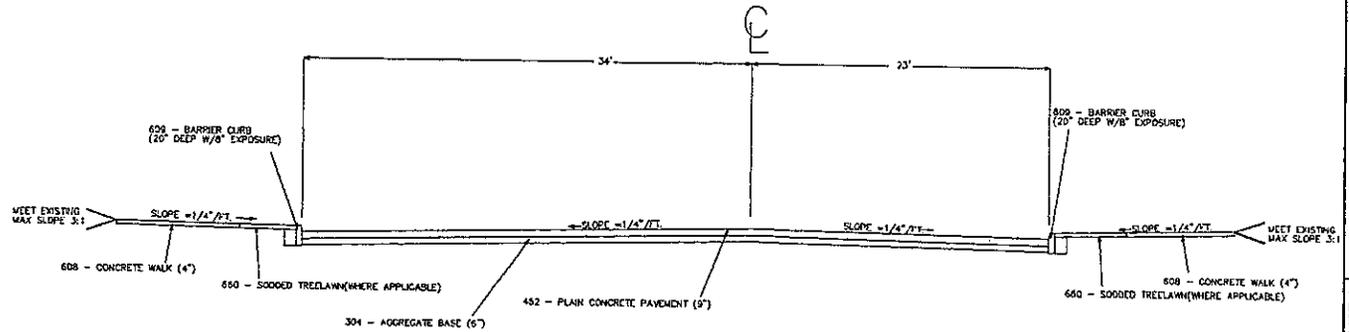
THICKENED EDGE ISOLATION JOINT  
NO SCALE



UNDOVELED ISOLATION JOINT  
NO SCALE



PULL BOX DETAIL  
SCALE: NONE



KEOWEE STREET TYPICAL SECTION

ISSUE DATE: 2/8/16  
REVISED DATE: 2/29/16

DETAILS  
REVISED 2/29/2016

PLANS FOR THE KEOWEE  
STREET RECONSTRUCTION

FIELD NOTE #  
DRAWING #  
6A-17412



FAILURE TO SIGN AND SUBMIT THIS DOCUMENT WITH YOUR BID  
WILL RESULT IN YOUR BID NOT BEING READ

AFFIRMATIVE ACTION PROGRAM  
EQUAL EMPLOYMENT OPPORTUNITY

PROJECT: Keowee Street Reconstruction & Keowee Street Bikeway Dayton, Ohio  
NAME LOCATION

During the performance of this contract:

R. B. Jergens Contractors, Inc. 11418 N Dixie Dr - Vandalia, OH 45377 937-669-9799 / 937-669-0301  
CONTRACTOR ADDRESS TELEPHONE / FAX

being the general contractor, assumes the responsibility and obligation to institute an Affirmative Action Program which complies with revised City Ordinances 24059 and 26090 and Executive Order 11246 on any city, federal or federally-assisted construction project, to insure Equal Employment Opportunity regardless of race, color, religion, sex, national origin, ancestry, place of birth, age, or marital status.

The successful contractor using one or more trades of construction employees must comply with Part I of these Affirmative Actions Program conditions to each such trade.

**Part I: Requirements.** To be eligible for award of a contract under this Invitation to Bid, contractors must certify as prescribed in Paragraph 1a, of the certification specified in Part II hereof that it adopts the minimum goals and timetables of minority and female worker utilization, and specific Affirmative Action steps set forth in Sections 1 and 2 of this Part I.

- 1.) **Goals & Timetables.** The goals of minority and female worker utilization required of the contractor are applicable to each trade which will be used on any project in Greene, Miami, Montgomery, and Preble Counties, OH (hereinafter the Economic Area).

The required goals and timetables are as follows:

	Goals of Minority Worker Utilization Expressed in <u>Percentage Terms</u>
From 1/1/2000 to Present	11.5%
	Goals of Female Worker Utilization Expressed in <u>Percentage Terms</u>
From 4/1/80 to Present	6.9%

The percentage goals of minority and female worker utilization are expressed in terms of working hours of training and employment as a proportion of the total working hours to be worked by the contractor's entire work force in that trade on all projects (both federal and non-federal) in the Economic Area during the performance of this contract. The working hours for minority and female work and training must be uniform throughout the length of this contract, on all projects and for each of the trades. Further, the transfer of minority and/or female or trainee from employer-to-employer or from project-to-project for the sole purpose of meeting the contractor's goals shall be a violation of this Affirmative Action Program.

In reaching the goals for minority and female utilization, every effort shall be made to find and employ qualified journey-persons. Provided, however, and pursuant to the requirements of the Department of Labor Regulations, 29 CFR 5a.3, twenty-five percent (25%) of apprentices or trainees shall be employed on all projects and shall be in their first year of training, where feasible.

In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and/or trainees at the completion of the training subject to the availability of employment opportunities. Apprentices and trainees must be trained pursuant to programs which have been approved by The U.S. Department of Labor and/or The State of Ohio.

A contractor shall be deemed to be in compliance with the terms and requirements of this Part I by the employment and training of minorities and females in the appropriate percentage of the contractor's aggregate work force in the Economic Area for each trade for which it is committed to the goals under Part I.

However, no contractor shall be found to be in noncompliance solely on account of the contractor's failure to meet the goals and timetables, but such contractor shall be given the opportunity to demonstrate that all of the specific Affirmative Action steps specified in Part I have been instituted and has made every "good faith" effort to make these steps work towards the attainment of the goals and timetables.

2.) **Specific Affirmative Action Steps.** A contractor subject to Part I, must engage in Affirmative Action directed at increasing minority and female utilization, which is at least as extensive and as specific as the following steps:

- a) The contractor shall notify community organizations that the contractor has employment opportunities available and shall maintain records of the organizations' responses.
- b) The contractor shall maintain a file of the names and addresses of each minority and female referred and what action was taken with respect to each referred worker. If the worker was not employed, the reason therefor. If the worker was not sent to the union hiring hall for referral, the contractor's file shall document this and the reasons therefor.

- c) The contractor shall promptly notify the Dayton Human Relations Council (HRC) when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority and/or female, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
- d) The contractor should participate in training programs in the area; especially those approved by the U.S. Department of Labor and/or the State of Ohio.
- e) The contractor shall disseminate the EEO Policy within the organization by including it in any policy manual, by publicizing it in company newspapers, annual reports, etc.; by conducting staff, employee and union representatives' meetings to explain and discuss the policy; by posting of the policy; and by specific review of the policy with minority and female employees.
- f) The contractor shall ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to all projects (both federal and non-federal) in the Economic Area during the performance of its contract or subcontract.
- g) The contractor shall make specific and constant personal (both written and oral) recruitment efforts directed at all minority and female organizations, schools, minority and female recruitment training organizations with the Dayton Economic Area.
- h) The contractor shall make specific efforts to encourage present minority and female employees to recruit other minorities and females.
- i) The contractor shall validate all tests and other selection requirements.
- j) The contractor should develop on-the-job training opportunities; participate and assist in any association or employer-group training programs relevant to the contractor's employees needs consistent with its obligations under Part I.
- k) The contractor shall evaluate all minority and female personnel for promotional opportunities and encourage employees to seek such opportunities.
- l) The contractor shall ensure that seniority practices, job classifications, etc., do not have a discriminatory effect.
- m) The contractor shall make certain that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- n) The contractor will monitor all personnel activities to ensure that its EEO Policy is being carried out.

- o) The successful contractor shall solicit bids for work to be performed on this project under a subcontract from minority and female contractors and other business associations.
- 3.) Nothing herein is intended to relieve any contractor during the term of this project from compliance with any other local bid requirements. Further, it shall be the responsibility of each contractor to comply with all terms, conditions, and provisions of the Affirmative Action Programs.

**Part II: Contractor's Certification.** A contractor will not be eligible for award of a contract under this Invitation to Bid, unless such contractor has submitted as a part of the bid the following certification, which will be deemed a part of the resulting contract:

**CONTRACTOR'S CERTIFICATION**

R. B. Jergens Contractors, inc. \_\_\_\_\_ (Contractor)  
 certifies that:

1. The following listed construction trades will be used in performance of this project.

- OPERATORS \_\_\_\_\_
- LABORERS \_\_\_\_\_
- ELECTRICIANS \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

a) as to those trades set forth in the preceding paragraph one hereof, it adopts the minimum minority and female utilization goals and the specific Affirmative Action steps contained in this Affirmative Action Program. Compliance is measured in each trade of the contractor's aggregate work force for all construction work (both federal and non-federal) in the four Counties (Greene, Miami, Montgomery and Preble) subject to this Affirmative Action Program; and

b) the successful contractor will obtain from each subcontractor and submit to the contracting or administering agency prior to the award of any subcontract under this contract, the subcontractor certification required by the Affirmative Action Program.

SIGN: \_\_\_\_\_

(Signature of Authorized Representative of Bidder) *Vic Roberts*  
 Vic Roberts, P.E., Vice President

**FAILURE TO SUBMIT AND SIGN THIS DOCUMENT WITH YOUR BID  
 WILL RESULT IN YOUR BID NOT BEING READ**



Last Name	First Name	Emp ID #	Address	State	Ethnic	Gender	Trade	Class	1st Week	2nd Week	3rd Week	4th Week
Bates	Randy	554	[REDACTED]	OH	White	Male	Laborer	Journeyman	45.00	41.00	53.50	44.50
Boardman II	Andrew	557	[REDACTED]	OH	White	Male	Operator	Journeyman	45.50	52.00	50.00	47.50
Boyd	Frank	542	[REDACTED]	OH	White	Male	Mechanic	Journeyman	66.00	53.00	66.50	63.00
Brock	Matthew	555	[REDACTED]	OH	White	Male	Operator	Journeyman	50.50	56.00	42.00	77.50
Cassidy	Randy	538	[REDACTED]	OH	White	Male	Laborer	Journeyman	37.50	54.50	54.00	53.00
Denny	Dwaine	541	[REDACTED]	OH	White	Male	Operator	Journeyman	37.00	40.00	59.00	54.50
Edwards	Jason	548	[REDACTED]	OH	White	Male	Operator	Journeyman	24.00	50.50	63.00	57.00
Freier	Thomas	551	[REDACTED]	OH	White	Male	Operator	Journeyman	37.50	41.50	50.50	49.00
Fuduloff	Gary	553	[REDACTED]	OH	White	Male	Operator	Journeyman	47.50	43.00	56.00	44.00
Hoover	Kyle	543	[REDACTED]	OH	White	Male	Operator	Apprentice	28.50	48.50	58.50	57.00
Houser	Gail	559	[REDACTED]	OH	White	Male	Mechanic	Journeyman	45.50	46.00	45.50	40.00
Howard-Snider	Jaylin	540	[REDACTED]	OH	Black	Female	Operator	Apprentice	25.50	48.00	51.00	45.00
Hutsonpillar	Andrew	552	[REDACTED]	OH	White	Male	Laborer	Journeyman	30.00	58.00	50.50	50.00
Hutsonpillar	Paul	556	[REDACTED]	OH	White	Male	Laborer	Journeyman	37.00	44.00	49.50	47.00
Jeavons	John	544	[REDACTED]	OH	White	Male	Operator	Journeyman	34.00	35.00	28.00	16.00
Johnson	Dustin	550	[REDACTED]	OH	White	Male	Operator	Journeyman	45.50	35.00	33.50	41.00
Kubler	Jon	549	[REDACTED]	OH	White	Male	Mechanic	Journeyman	48.00	48.00	48.00	48.00
Lewis	Jeremy	558	[REDACTED]	OH	White	Male	Laborer	Journeyman	40.00	40.00	40.00	40.00
Lockard	Kelly	546	[REDACTED]	OH	White	Male	Laborer	Journeyman	49.00	51.50	50.00	43.50
Lockard, Jr.	Carl	547	[REDACTED]	OH	White	Male	Operator	Journeyman	40.00	56.50	49.50	49.00
Long	Michele	545	[REDACTED]	OH	White	Female	Operator	Journeyman	20.50	23.50	17.50	46.50
Manuel	Seth	549	[REDACTED]	OH	White	Male	Operator	Journeyman	63.00	44.00	51.00	59.50
Maurer	Jeffrey	553	[REDACTED]	OH	White	Male	Laborer	Journeyman	43.50	41.00	51.00	52.00
McLaughlin	Janet	548	[REDACTED]	OH	White	Female	Operator	Journeyman	11.00	38.00	15.00	34.00
O'Connell	Timothy	542	[REDACTED]	OH	White	Male	Driver	Journeyman	50.00	48.00	50.00	49.00
Moody	James	540	[REDACTED]	OH	White	Male	Laborer	Journeyman	33.50	50.00	49.50	46.00
Pohl	Craig	547	[REDACTED]	OH	White	Male	Operator	Journeyman	61.50	55.00	53.00	51.00
Simpson	Ronald	535	[REDACTED]	OH	White	Male	Operator	Journeyman	40.00	40.00	40.00	40.00
Stollings	Robert	540	[REDACTED]	OH	White	Male	Laborer	Journeyman	40.00	55.00	49.50	56.00
Stower	Randall	549	[REDACTED]	OH	White	Male	Operator	Journeyman	41.50	47.00	47.00	54.50
Swab	Byron	555	[REDACTED]	OH	White	Male	Operator	Journeyman	32.50	33.50	40.00	37.00
Thies	James	548	[REDACTED]	OH	White	Male	Operator	Journeyman	40.50	48.00	46.50	57.00
Turner	Jon	540	[REDACTED]	OH	White	Male	Operator	Journeyman	58.00	50.00	49.50	45.00
Vogel	Jason	558	[REDACTED]	OH	White	Male	Operator	Journeyman	52.00	48.00	56.00	43.50
Walters	Williams	548	[REDACTED]	OH	White	Male	Laborer	Journeyman	41.50	44.00	46.50	47.00

(Circle one: SBE/MBE/WBE/DLSB/DBE/HUD Section 3) PARTICIPATION FORM

Project Name:

Keowee Street Reconstruction and Keowee Street Bikeway

This form may be used for more than one funding source. City of Dayton general fund and State of Ohio funds: The City of Dayton has adopted procurement programs for Minority-owned, Woman-owned, Small Business Enterprises, and Dayton Local Small Business in accordance with Sections 35.30 – 35.68 of the Revised Code of General Ordinances (R.C.G.O.), inclusively. Federal funds: The City of Dayton is committed to meeting HUD-established subcontracting and employment opportunities for HUD Section 3 companies certified with the Human Relations Council. This commitment applies to all projects funded through NSP/CDBG/HOME. The City of Dayton is a recipient of Department of Transportation funds and complies with the DBE program. Authorization for the program comes from 49 Code of Federal Regulations Part 26 (49 CFR 26). State Funds: When determining the level of participation the, only the total work performed by the certified subcontractor either singularly or severally, will be considered. This form must be utilized to indicate your subcontractors and must be fully completed and returned with your bid proposal, i.e., you must list the name(s), address, etc. of the subcontractor, type of work to be performed, dollar amount of the subcontract and percentage of the base bid. Use as many copies of this form as necessary to list all subcontractors. Should you have questions regarding this form, please contact the Human Relations Council (HRC) Office. (937) 333-1403.

Please Check One						
Firm Name, Tax I.D. Number and Mailing Address	Prime Contract Bid	Joint Venture Bid	Supply or Service Subcontract	Construction Subcontract	Type of Service or Supply to be Provided	Type of Construction Work to be Performed
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Certified Business Firm Name:	DICKINSON CONSTRUCTION					SEEDING & PLANTINGS
Tax I.D. Number:						
Street Address:	969 US 68 SOUTH					
City/State/ Zip Code:	XENIA, OH 45395					
Phone (area code/#):	E-mail: mcrawford@biosourcelandscaping.com					
Total \$ Amount of PRIME CONTRACTOR'S Base Bid: \$3,152,431.65			Total \$ to subcontract \$30,287.25		Total % subcontract: 0.96%	
PRIME CONTRACTOR'S REPRESENTATIVE				Street Address		
Print Name: Vic Roberts, P.E., Vice President				11418 N. Dixie Drive		
Sign Name: 				City/State/Zip		
				Vandalia, OH 45377		

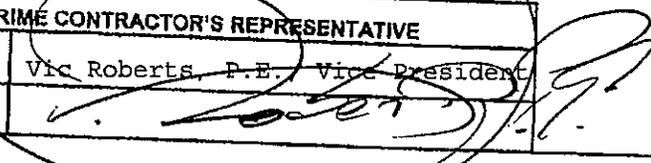
Revised 2/2014

**(Circle one: SBE/MBE/WBE/DLSB/DBE/HUD Section 3) PARTICIPATION FORM**

**Project Name:** \_\_\_\_\_

Keowee Street Reconstruction and Keowee Street Bikeway

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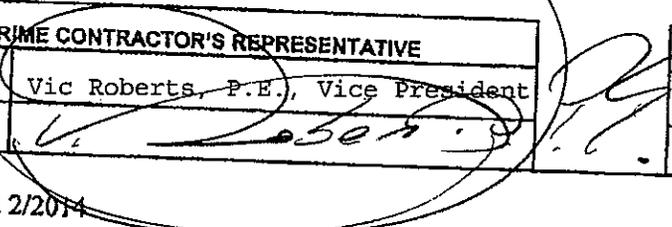
Please Check One						
Firm Name, Tax I.D. Number and Mailing Address	Prime Contract Bid	Joint Venture Bid	Supply or Service Subcontract	Construction Subcontract	Type of Service or Supply to be Provided	Type of Construction Work to be Performed
Certified Business Firm Name: <u>CRYSTAL BROOK, LLC</u> Tax I.D. Number: _____ Street Address: <u>2045 N. MONTGOMERY Co. LINE RD.</u> City/State/ Zip Code: <u>T. PP CITY, OH 45371</u> Phone (area code/#): _____ E-mail: <u>asiefring@crystalbrook.com</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>SWPPP PLAN &amp; INSPECTIONS</u>	
Total \$ Amount of PRIME CONTRACTOR'S Base Bid: <u>\$3,152,431.45</u>					Total \$ to subcontract <u>\$7115.00</u>	Total % subcontract: <u>0.23%</u>
<b>PRIME CONTRACTOR'S REPRESENTATIVE</b>						
Print Name: <u>Vic Roberts, P.E. Vice President</u> Sign Name: 	Street Address: <u>11418 N. Dixie Drive</u>					
	City/State/Zip: <u>Vandalia, OH 45377</u>					

**(Circle one: SBE/MBE/WBE/DLSB/DBE/HUD Section 3) PARTICIPATION FORM**

**Project Name:** \_\_\_\_\_

Keowee Street Reconstruction and Keowee Street Bikeway

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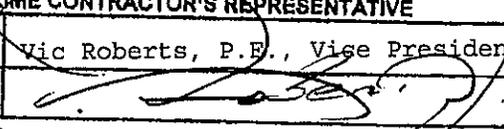
Please Check One							
Firm Name, Tax I.D. Number and Mailing Address	Prime Contract Bid <input type="checkbox"/>	Joint Venture Bid <input type="checkbox"/>	Supply or Service Subcontract <input type="checkbox"/>	Construction Subcontract <input checked="" type="checkbox"/>	Type of Service or Supply to be Provided	Type of Construction Work to be Performed	
Certified Business Firm Name: <u>EATON CONSTRUCTION Co., INC.</u>						<u>SAWING &amp; SEALING CONC. JOINTS</u>	
Tax I.D. Number: _____		Street Address: <u>PO BOX 684</u>					
City/State/ Zip Code: <u>CIRCLEVILLE, OH 43113</u>		Phone (area code/#): _____					
E-mail: <u>nathan.eaton@frontier.com</u>							
Total \$ Amount of PRIME CONTRACTOR'S Base Bid: <u>\$3,152,431.65</u>					Total \$ to subcontract <u>\$66,923.50</u>	Total % subcontract: <u>2.12%</u>	
<b>PRIME CONTRACTOR'S REPRESENTATIVE</b>							
Print Name:	<u>Vic Roberts, P.E., Vice President</u>					Street Address	<u>11418 N. Dixie Drive</u>
Sign Name:						City/State/Zip	<u>Vandalia, OH 45377</u>

**(Circle one: SBE/MBE/WBE/DLSB/DBE/HUD Section 3) PARTICIPATION FORM**

**Project Name:** \_\_\_\_\_

Keowee Street Reconstruction and Keowee Street Bikeway

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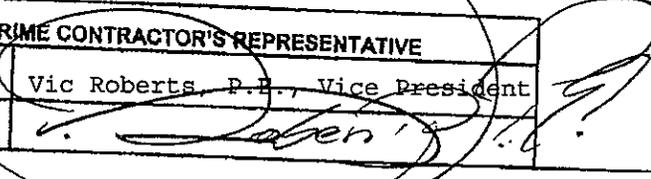
Please Check One						
Firm Name, Tax I.D. Number and Mailing Address	Prime Contract Bid <input type="checkbox"/>	Joint Venture Bid <input type="checkbox"/>	Supply or Service Subcontract <input checked="" type="checkbox"/>	Construction Subcontract <input type="checkbox"/>	Type of Service or Supply to be Provided	Type of Construction Work to be Performed
Certified Business Firm Name:	KEY CABLE & SUPPLY				SUPPLY ELECTRICAL MATERIALS	
Tax I.D. Number:	20-2347525					
Street Address:	4037 GENOA RD.					
City/State/ Zip Code:	PERRYSBURG, OH 43551					
Phone (area code/#):	E-mail:					
Total \$ Amount of PRIME CONTRACTOR'S Base Bid:			\$3,152,431.65	Total \$ to subcontract PURCHASE	\$243,870.00	Total % subcontract: 7.74%
PRIME CONTRACTOR'S REPRESENTATIVE					\$146,322.00 (60%)	(4.64%) 60%
Print Name:	Vic Roberts, P.E., Vice President			Street Address	11418 N. Dixie Drive	
Sign Name:				City/State/Zip	Vandalia, OH 45377	

**(Circle one: SBE/MBE/WBE/DLSB/DBE/HUD Section 3) PARTICIPATION FORM**

**Project Name:**

Keowee Street Reconstruction and Keowee Street Bikeway

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Please Check One						
Firm Name, Tax I.D. Number and Mailing Address	Prime Contract Bid <input type="checkbox"/>	Joint Venture Bid <input type="checkbox"/>	Supply or Service Subcontract <input type="checkbox"/>	Construction Subcontract <input checked="" type="checkbox"/>	Type of Service or Supply to be Provided	Type of Construction Work to be Performed
Certified Business Firm Name: <u>SECURITY FENCE GROUP, INC.</u>						<u>FENCING &amp; RAILING</u>
Tax I.D. Number: _____ Street Address: <u>4260 DANF AV.</u>						
City/State/ Zip Code: <u>CINCINNATI, OH 45223</u>						
Phone (area code/#): _____ E-mail: _____						
Total \$ Amount of PRIME CONTRACTOR'S Base Bid: <u>\$3,152,431.65</u> Total \$ to subcontract <u>\$14,340.00</u> Total % subcontract: <u>0.45%</u>						
<b>PRIME CONTRACTOR'S REPRESENTATIVE</b>						
Print Name: <u>Vic Roberts, P.E., Vice President</u>				Street Address: <u>11418 N. Dixie Drive</u>		
Sign Name: _____				City/State/Zip: <u>Vandalia, OH 45377</u>		

**WAIVER REQUEST DOCUMENTED ACTIVITY FORM**

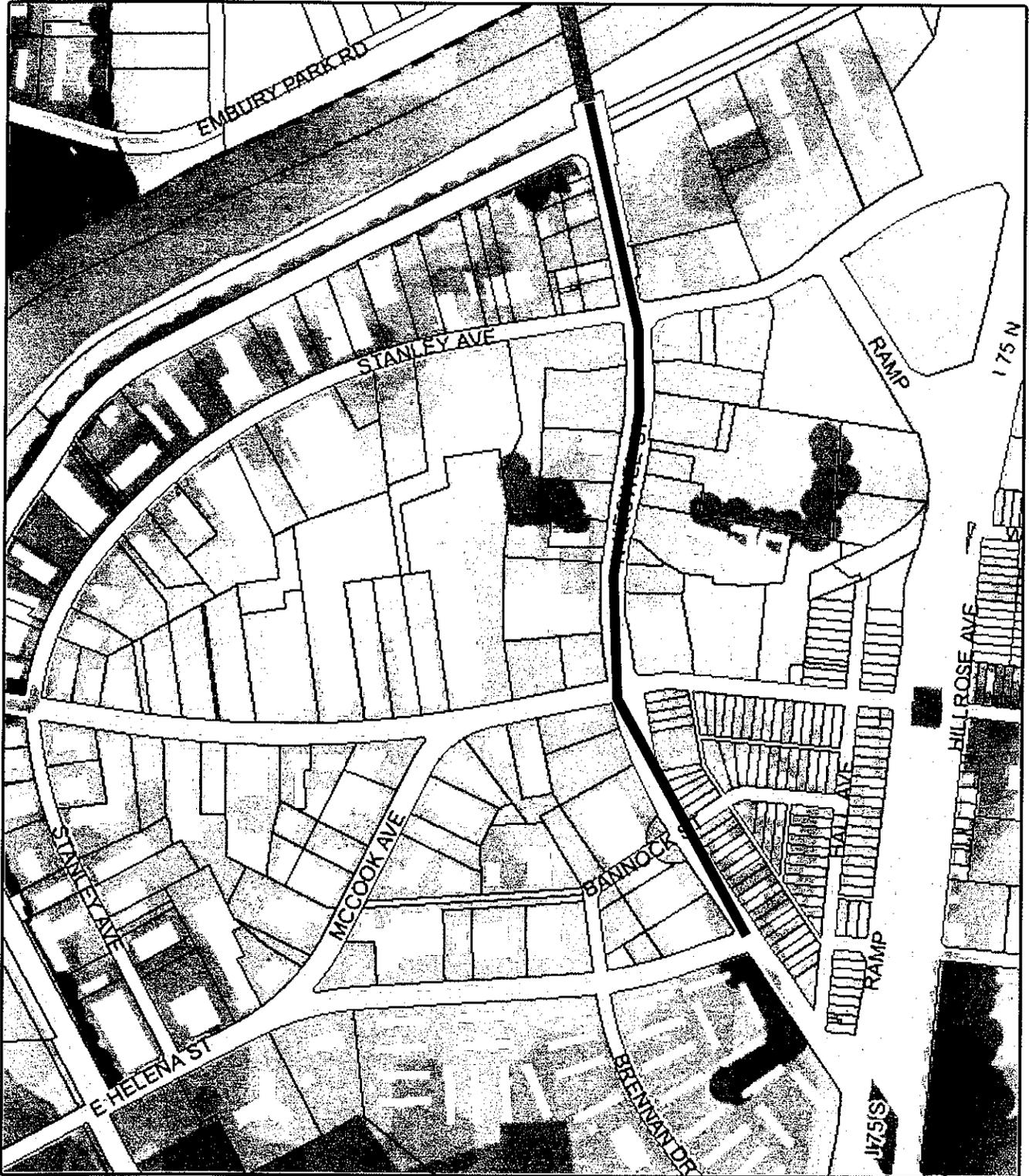
Date \_\_\_\_\_

Project: \_\_\_\_\_ Participation Goal (list only one): \_\_\_\_\_

A bidder must submit a separate form for each goal for which you are requesting a waiver. A Bidder Requesting a total or partial Waiver of the DBE Participation Goal must complete the waiver request form and maintain supporting documentation of Good Faith Efforts. The waiver request form provides guidelines in order for the bidder to achieve Good Faith Efforts. The bidder will be required to provide such documentation of Good Faith Efforts within two days of its request. **This form must be completed and submitted with your bid if you are requesting a waiver of any goal.**

#	Activity Description
1	Solicited the interest of all certified <b>MBE/WBE/SBE/DLSB or DBE or HUD3</b> having the capability to perform the work of the contract. The bidder must solicit this at least ten (10) business days of the bid submittal deadline in order to allow the <b>MBE/WBE/SBE/DLSB or DBE or HUD3</b> sufficient time to respond to the solicitation.
2	Negotiated with <b>MBE/WBE/SBE/DLSB or DBE or HUD3</b> subcontractors, and has taken the subcontractors' price and capabilities, as well as the contract goals, into consideration.
3	Divided contract work items into economically feasible units to facilitate <b>MBE/WBE/SBE/DLSB or DBE or HUD3</b> participation, even when the bidder might otherwise prefer to perform these work items with its own forces.
4	Rejected <b>MBE/WBE/SBE/DLSB or DBE or HUD3</b> as being unqualified only with reasons based on a diligent investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
5	Provided interested <b>MBE/WBE/SBE/DLSB or DBE or HUD3</b> with, or directed to, the Minority Business Assistance Center (MBAC) for information about the plans, specifications, and requirements of the contract within ten (10) business days of the bid submittal deadline in order to assist them in responding to a solicitation.
6	Contacted the Minority Business Assistance Center (MBAC) and used the services of community organizations, contractors' groups, local, state and federal business assistance offices, and other organizations to find subcontractors certified as (circle one: <b>MBE/WBE/SBE/DLSB or DBE or HUD3</b> ).
7	Assisted interested <b>MBE/WBE/SBE/DLSB or DBE or HUD3</b> that responded to the bidder's solicitation in actually obtaining bonding, lines of credit, or insurance as required by the City or the bidder.
8	The bidder is actively participating in an ongoing Joint Venture or Strategic Partnership (R.C.G.O. § 35.41), documented mentor/protégé program or documented construction management program with a certified <b>MBE/WBE/SBE/DLSB or DBE or HUD3</b> in the assistance of their business growth and development.
<b>Bidding Company Name:</b>	

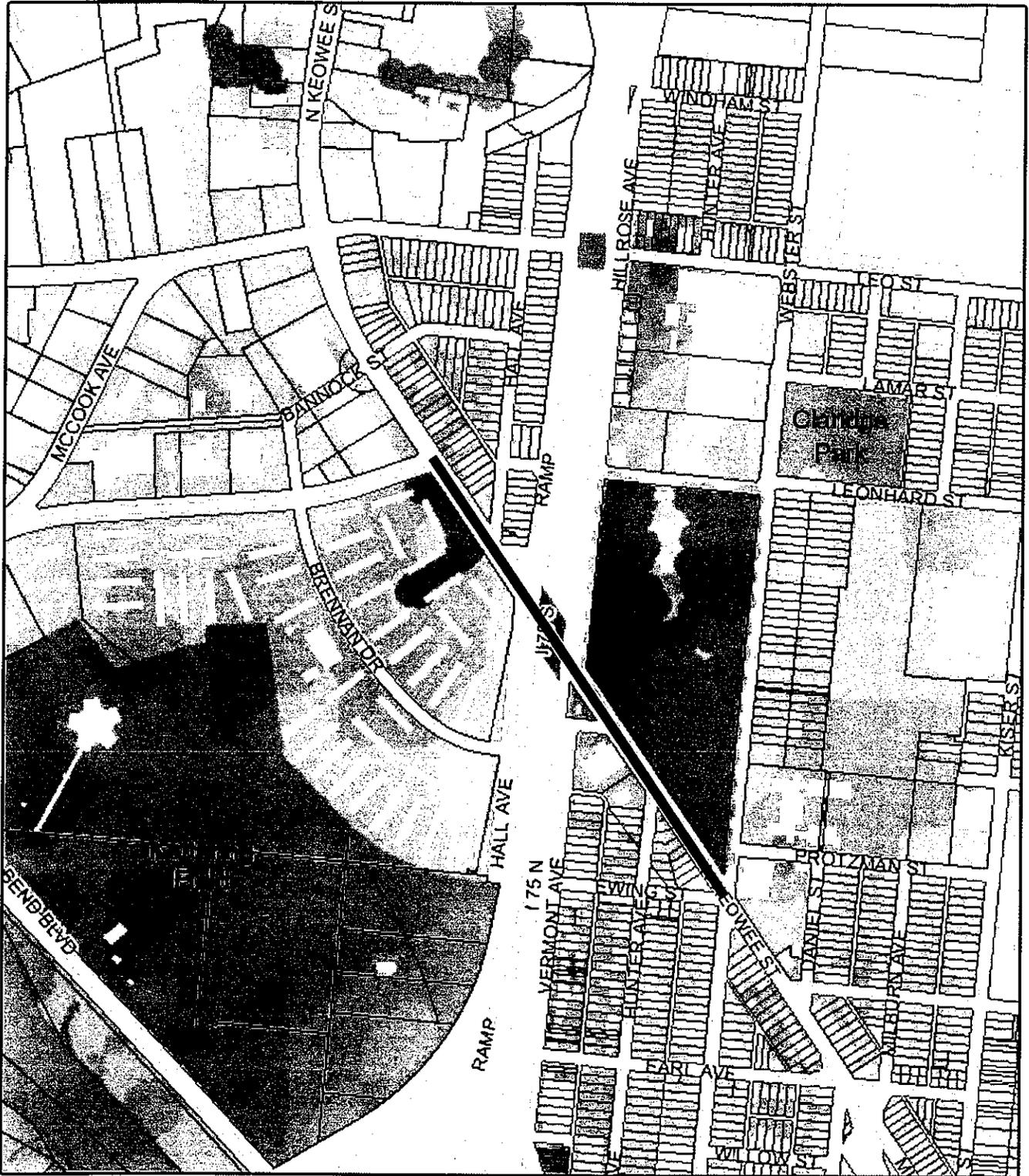
# KEOWEE STREET RECONSTRUCTION



*Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.*

Map Scale  
**1 inch = 520 feet**  
3/21/2016

# KEOWEE STREET BIKEWAY



Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

Map Scale  
1 inch = 576 feet  
3/21/2016

CITY OF DAYTON  
CITY MANAGER'S REPORT

TO: City Manager

Date April 6, 2016

FROM: Fire Department  
*Department/Division*

Code 40004-6340-22606-71

(CHECK ONE)

Fund Title Fire Burn Bldg & Training Tower

Amount \$ \$52,800.00 (paid to the City)  
(Thru 6/2018)

Supplier/Vendor/Company/Individual:

- Purchase Order       Lease Agreement
- Price Agreement       Estimate of Cost
- Award of Contract       Payment of Voucher
- Other Renewal of Agreement

NAME Sinclair Community College  
 ADDRESS 444 West Third Street  
Dayton, Ohio 45402-1460

Justification and description of purchase, contract or payment:

Sinclair Community College, Use of City of Dayton Fire Training Center

The Department of Fire requests permission to enter into the Agreement with Sinclair Community College (Sinclair) for the purpose of providing Sinclair access to the City of Dayton Fire Training Center.

Sinclair will pay \$52,800.00 (\$6,600.00 quarterly) to the City to obtain non-exclusive rights to use the Fire Burn Building, Fire Training Tower, and Training Center Classroom Facilities for the purpose of instruction and training. The City of Dayton will have similar access to the Fire Science Technology classroom space at Sinclair Building #20 at no charge.

The Agreement term is July 1, 2016 through June 30, 2018, and the Agreement is up for renewal every two years.

The Department of Law has reviewed and approved the Agreement as to form and correctness. A Certificate of Revenue is attached.

Approved Affirmative Action Program on File  Yes

No       NA

Approved by City Commission

M. J. Campbell  
Division

Clerk

[Signature]  
Department  
James D. Clarke  
City Manager

Date

CERTIFICATE OF REVENUE

Customer Information:

Name Sinclair Community College
Address 444 West Third Street
City Dayton State Ohio Zip 45402-1460
Customer Number 31-0723444 Address Location H-1

Revenue Information:

Fund: 40004 Organization: 6340 Revenue: 22606 Program: 71

Contract Information:

Start Date: July 1, 2016 Expiration Date: June 30 2018

Billing Information:

Rate: Not to exceed \$52,800.00 Arrears Pre-bill
Monthly (1st month of billing)
Quarterly (1st month of quarter) \$6,600.00
Semi-annual (1st month of half)
Annual (1st month of billing)
Other (upon request)
Rate Change Date TBD Rate Change Amount TBD

Description of Services:

The Dayton Fire Department will enter into an Agreement with Sinclair Community College in which the City of Dayton will provide Sinclair Community College with non-exclusive access to the Fire Burn Building, Fire Training Tower, and Fire Training Center classroom facilities. Revenues will be used for maintenance and improvements to the Fire Burn Building and Fire Training Center.

Department Approval [Signature]

TO BE COMPLETED BY FINANCE

Revenue Contract Number 13-1936-01 Auditor [Signature] Date 3/24/2016

I hereby certify that the agreement containing a source of revenue to the City of Dayton is officially in the Accounts Receivable data base and contains the terms and conditions necessary for collection.

Director of Finance [Signature] 3-28-14

**FIRST AMENDMENT TO AGREEMENT BETWEEN CITY OF DAYTON, OHIO AND  
SINCLAIR COMMUNITY COLLEGE REGARDING FIRE TRAINING AND  
EDUCATION FACILITIES**

This First Amendment to Agreement ("First Amendment") is made this \_\_\_\_\_ day of \_\_\_\_\_ 2016, between the City of Dayton, Ohio ("City") and Sinclair Community College ("Sinclair")(collectively referred to as the "Parties," individually a "Party").

**WHEREAS**, on August 18, 2014, the City and Sinclair entered into an Agreement regarding fire training and education facilities ("Agreement");

**WHEREAS**, the Agreement is scheduled to expire on June 30, 2016; and

**WHEREAS**, the Parties mutually agree to amend the Agreement to extend the Term for two years.

**NOW, THEREFORE**, in consideration of the mutual covenants and warranties contained herein, the parties agree to amend the Agreement as follows:

1. The Term outlined in Article VI of the Agreement, shall be extended for two years, until and including June 30, 2018.
2. The Payment Schedule listed in Article V shall be amended to add for Sinclair's Quarterly Payments to City for the extended two-year period Term to read as follows:

July 1, 2016	\$6,600.00
October 1, 2016	\$6,600.00
January 1, 2017	\$6,600.00
April 1, 2017	\$6,600.00
July 1, 2017	\$6,600.00
October 1, 2017	\$6,600.00
January 1, 2018	\$6,600.00
April 1, 2018	\$6,600.00

3. Except as amended hereby, all other terms and conditions of the Agreement shall remain in full force and effect, and shall remain unchanged.

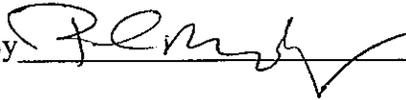
**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]**

IN WITNESS WHEREOF, the City and Sinclair, each by a duly authorized representative, have executed this First Amendment as of the day and date set forth above.

**CITY OF DAYTON, OHIO**

**SINCLAIR COMMUNITY COLLEGE**

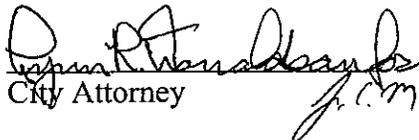
By \_\_\_\_\_

By  \_\_\_\_\_

Its \_\_\_\_\_

Its Paul Murphy 3-14-16  
Director of Business Services

APPROVED AS TO FORM  
AND CORRECTNESS:

  
City Attorney

**APPROVED BY THE COMMISSION  
OF THE CITY OF DAYTON, OHIO:**

\_\_\_\_\_, 2016

Min./Bk. \_\_\_\_\_ Page \_\_\_\_\_

\_\_\_\_\_  
Clerk of the Commission

6.

CITY OF DAYTON  
CITY MANAGER'S REPORT

TO: City Manager

Date April 6, 2016

FROM: Department of Planning & Community Development  
Division of Community Development

Code 26120-2390-1159-31

(CHECK ONE)

Fund Title 2014 CDBG Funds

Amount \$ 55,000.00 (through March 31, 2017)

- Purchase Order       Lease Agreement
- Price Agreement       Estimate of Cost
- Award of Contract       Payment of Voucher
- Other      Subrecipient Agreement

Supplier/Vendor/Company/Individual:

NAME People Working Cooperatively

ADDRESS 4612 Paddock Road

Cincinnati, Ohio 45229

Justification and description of purchase, contract or payment:

**People Working Cooperatively Rehabilitation Administration Program**

The Department of Planning and Community Development is requesting approval to enter into an Agreement with People Working Cooperatively (PWC) in the amount of \$55,000.00. The funding comes from the City of Dayton's 2014 Community Development Block Grant (CDBG) award.

PWC will utilize this funding to establish a satellite office in Dayton and to cover expansion costs related to personnel, tools, and equipment. This funding will sustain and expand PWC's services in Dayton, resulting in the repair of an estimated 100 low- to moderate-income single-family or two-family residential structures in the City of Dayton during the contract period.

This Agreement has been reviewed by the Law Department as to form and correctness.

This Agreement shall commence upon execution by the City, and shall terminate on March 31, 2017.

A Certificate of Funds in the amount of \$55,000.00 is attached.

Approved Affirmative Action Program on File  Yes

No       NA

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Ed M. Appris  
Division

Mark Bell  
Department

David J. Clements  
City Manager

# CERTIFICATE OF FUNDS

CT16-1404

**SECTION I - to be completed by User Department**

**NO DRAFT DOCUMENTS PERMITTED**

  X   New Contract                             Renewal Contract                             Change Order:

Contract Start Date	Execution by the City
Expiration Date	03/31/17
Original Commission Approval	\$ 55,000.00
Initial Encumbrance	\$ 55,000.00
Remaining Commission Approval	\$ -
Original CT/CF	
Increase Encumbrance	
Decrease Encumbrance	\$ -
Remaining Commission Approval	\$ -

**Required Documentation**

<u>  X  </u>	Initial City Manager's Report
<u>  X  </u>	Initial Certificate of Funds
<u>  X  </u>	Initial Agreement/Contract
<u>      </u>	Copy of City Manager's Report
<u>      </u>	Copy of Original Certificate of Funds

Amount: <u>  \$ 55,000.00  </u> Fund Code <u>26120 - 2390 - 1159 - 31 -</u> <small style="display: block; text-align: center;">Fund    Org    Acct    Prog    Act    Loc</small>	Amount: <u>                  </u> Fund Code <u>XXXX - XXX - XXX - XX - XXX - XXX</u> <small style="display: block; text-align: center;">Fund    Org    Acct    Prog    Act    Loc</small>
Amount: <u>                  </u> Fund Code <u>XXXX - XXX - XXX - XX - XXX - XXX</u> <small style="display: block; text-align: center;">Fund    Org    Acct    Prog    Act    Loc</small>	Amount: <u>                  </u> Fund Code <u>XXXX - XXX - XXX - XX - XXX - XXX</u> <small style="display: block; text-align: center;">Fund    Org    Acct    Prog    Act    Loc</small>

Attach additional pages for more FOAPALS

Vendor Name: People Working Cooperatively

Vendor Address: 4612 Paddock Road Cincinnati OH 45229  
Street                      City                      State                      Zip code + 4

Federal ID: 31-0859104

Commodity Code: 96102

Purpose: 2014 CDBG funds will be used to support an owner-occupied housing rehabilitation program. An estimated 100 low- to moderate-income homeowners in the City of Dayton will be served through the program.

Contact Person: Derek McCain x 3688                      Planning & Community Development                      3/10/2016  
Department/Division                      Date

Originating Department Director's Signature:

**SECTION II - to be completed by the Finance Department**

I hereby certify that the amount of money required to meet the payment(s) called for in the aforesaid request have been lawfully appropriated for such purpose and is in the Treasury, or in the process of collection, to the credit of the fund from which it is to be drawn free and clear from any previous encumbrance.

Finance Director Signature:                       3-14-16  
Date

CF Prepared by:                       3/14/2016                      CT16-1404  
Date                      CF/CT Number

SA  
3/14/16

**COMMISSION**  
MAR 23 2016  
**CALENDAR**

**SUBRECIPIENT AGREEMENT  
PEOPLE WORKING COOPERATIVELY  
CFDA 14.218**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is between the **CITY OF DAYTON OHIO**, a municipal corporation in and of the State of Ohio (hereinafter referred to as "City") and **PEOPLE WORKING COOPERATIVELY**, a not-for-profit corporation organized under the laws of the State of Ohio, (hereinafter called "Subrecipient").

**WITNESSETH, THAT:**

WHEREAS, the City received a grant (B15MC390010) under Title I of the Housing and Community Development Act of 1974 from the United States Department of Housing and Urban Development (hereinafter referred to as "HUD");

WHEREAS, the Project set forth herein will meet one of the Community Development Block Grant (hereinafter referred to as "CDBG") program's national objectives, as defined in 24 Code of Federal Regulations ("CFR"), Part 570.208, which include: to benefit low/moderate income persons; to aid in the prevention or elimination of slum and blight; and to meet community development needs having a particular urgency; and,

WHEREAS, the City desires to engage the Subrecipient to render certain services through the provisions of the CDBG program;

NOW, THEREFORE, for the consideration of the mutual promises hereinafter set forth, City and Subrecipient agree as follows:

**ARTICLE I.           SCOPE OF SERVICES**

Subrecipient shall provide the services as described in Exhibit "A" Scope of Services, attached hereto and made a part hereof, in a manner satisfactory to the City ("Services"). These Services include without limitation, providing administrative support and resources to increase the sustainability of home repairs and services in the City of Dayton.

**ARTICLE II.           TERM OF CONTRACT**

This Agreement shall commence upon execution by the City, and shall be undertaken and completed in such sequence as to assure its expeditious completion in light of the purposes of this Agreement; but in any event, all of the work and services required herein shall be completed and this Agreement shall terminate on March 31, 2017, or when all funds herein have been expended, whichever is first to occur.

**ARTICLE III.           GRANT OF FUNDS AND PAYMENT**

The City shall make available to Subrecipient the City's 2014 CDBG funds, in the amount of FIFTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$55,000.00) for the work and services to be provided by the Subrecipient for the Program, pursuant to this Agreement. Draws for the payment of eligible expenses shall be made against the line item budgets specified in Exhibit B, which is attached hereto and incorporated herein, and in accordance with performance. Expenses for general administration shall also be paid against the line item budget specified in Exhibit B and in accordance with performance. Any

indirect costs charged must be consistent with the conditions of Paragraph VI (C) (2) of this Agreement. Any amendments to the budget must be approved in writing by both the City and the Subrecipient.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

#### **ARTICLE IV.           GENERAL CONDITIONS**

##### **A.       General Conditions**

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the HUD regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that: (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

##### **B.       "Independent Contractor"**

The parties hereby agree that the Subrecipient is an "Independent Contractor" and not subject to the control of the City, except as provided herein. At no time shall the relationship between the parties under this Agreement be construed, held out or considered as a joint venture principal-agent or employer-employee. Subrecipient understands and agrees that any and all persons retained or hired to perform the Subrecipient's duties and responsibilities under this Agreement are not City employees and not entitled to any of the emoluments of City employment. Subrecipient is not a "public employee" for the purpose of Ohio Public Employees Retirement System membership. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an Independent Contractor.

##### **C.       Indemnification**

Subrecipient agrees to defend, indemnify and hold harmless the City, its elected officials, officers, employees and agents from and against legal liability for all claims, losses, damages, and expenses (including reasonable attorneys' fees) to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this Agreement and/or the acts, omissions or conduct of Subrecipient or its employees, agents, Subrecipient(s), subcontractor(s) and representatives. Further, in the event that Subrecipient violates any CDBG rule, regulation, grant requirement or law governing the use and expenditure of CDBG funds, the Subrecipient shall assume full and complete responsibility for said violation(s), including payment of the penalty imposed or re-payment of improperly expended funds, and shall defend, indemnify and hold harmless the City, its elected officials, officers, agents and employees.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance Coverage for all its employees' invoices in the performance of this Agreement.

E. Insurance and Bonding

Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage, and, at a minimum, shall purchase a blanket fidelity bond covering all employees in an amount equal to at least SIXTY THOUSAND DOLLARS AND ZERO CENTS (\$60,000.00). The Subrecipient shall abide by City fiscal management procedures and federal regulations as set out in 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantor Recognition

The Subrecipient shall ensure recognition of the grantor agency in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as the funding source. In addition, the Subrecipient will include a reference to the support provided in all publications made possible with funds made available under this Agreement.

G. Amendments

The City or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are executed in writing, signed by a duly authorized representative for each party, approved by City's Director of the Department of Planning and Community Development or designee, and, if applicable or required, approved by the City Manager and the Commission of the City of Dayton. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the City and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the City may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to,) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the City reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the City or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety.

I. Political Contributions

Subrecipient affirms and certifies that it is in compliance with Ohio Revised Code §3517.13 limiting political contributions.

**ARTICLE V. CONTACTS**

Communication and details concerning this contract shall be directed to the following Representatives:

City of Dayton  
Derek McCain  
Dept. of Planning and Community Development  
101 W. Third Street  
Dayton, Ohio 45402  
(937) 333-3688; [derek.mccain@daytonohio.gov](mailto:derek.mccain@daytonohio.gov)

People Working Cooperatively, Inc.  
Jock Pitts  
4612 Paddock Road  
Cincinnati, Ohio 45229  
(513) 482-5113; [pittsi@pwchomerepairs.org](mailto:pittsi@pwchomerepairs.org)

**ARTICLE VI. ADMINISTRATIVE REQUIREMENTS**

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

3. Financial Records

- a. The City may require quarterly reports of all cash receipts, including Program Income, from all sources and disposition thereof, and such other financial statements, as the City deems appropriate. Quarterly reports and financial statements may continue to be required after termination of this Agreement until the collected Program Income has been expended.
- b. All costs and expenditures shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement and shall be clearly identified and readily accessible to the City.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR 570.506, which are pertinent to the services and activities to be funded under this Agreement. Such records shall include, but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records are required by 24 CFR 570.502 , and 24 CFR 84.21-28; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.

### 3. Retention of Records and Documentation

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the City's Annual Performance and Evaluation Report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

### 4. Disclosure

The Subrecipient understands that applicant information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of City's or Subrecipient's responsibilities with respect to work or services to be provided under this Agreement, is prohibited by federal law, unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent or guardian.

### 5. Close-Outs

The Subrecipient's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, Program Income balances, and accounts receivable to City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including Program Income.

### 6. Audits, Monitoring, and Evaluation

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to City or the Federal Government, or their designees or agents, at any time during normal business hours, as often as City or Federal Government deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data and records. Any deficiencies noted in audit reports must be fully cleared by Subrecipient within thirty (30) days after notice thereof. Failure of Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Subrecipient hereby agrees to have an annual audit conducted in accordance with current City policy concerning subrecipient audits and, as applicable, OMB Circular A-133, which is incorporated herein by reference.

Subrecipient shall allow City to conduct on-site monitoring, tests, and inspections at such time as proposed in a written notification requesting a monitoring visit. Subrecipient shall provide to City such statements, records, reports, and other information as City may request at the time of scheduled monitoring visits and in such format and detail, as City shall specify.

7. Property Records

The Subrecipient shall maintain, as may be applicable, real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR 560.503 (b) (8), as applicable.

C. Reporting Procedures

1. Program Income

The Subrecipient shall report no less than quarterly all "Program Income," as defined at 24 CFR, Part 570.500(a), generated by activities carried out with CDBG funds made available under this Agreement. The use of Program Income by Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, Subrecipient may use such Program Income during the Agreement term for activities permitted under this Agreement, and shall reduce requests for additional funds by the amount of any such Program Income balance on hand. All unused Program Income shall be returned to City at the end of the term of this Agreement. Any interest earned on cash advances from the City or from funds maintained in revolving loan accounts are not Program Income and shall be remitted promptly to City.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative cost and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The City will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and City policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance fund and Program Income balances available in Subrecipient accounts. In addition, the City reserves the right to liquidate funds available under this contract for costs incurred by the City on behalf of the Subrecipient.

4. Progress Reports

Subrecipient shall submit regular Progress Reports to City in the form, content, and frequency, as required by City and specified in Exhibit A.

D. Procurement

1. Compliance

Subrecipient shall comply with current City policies concerning the purchase of equipment, goods, services, and shall maintain inventory records of all non-expendable personal property, as defined by such City policies as may be procured with the CDBG funds provided herein. All program assets (unexpended Program Income, property, equipment, etc.) shall revert to City upon termination or expiration of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the City any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute Program Income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five (5) year period.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be Program Income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the City for the CDBG program or (b) retained after compensating the Grantee an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

**ARTICLE VII. PERSONNEL & PARTICIPANT CONDITIONS**

**A. Civil Rights**

**1. Compliance**

Subrecipient agrees to comply with all local and state civil rights statutes, rules, regulations and ordinances, and with Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246, as amended by Executive Orders 11375, 11478, 12107, and 12086.

**2. Nondiscrimination**

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 270.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off determination, rates of pay, or other forms of compensation, or selection for training, including apprenticeship.

It is expressly agreed and understood that Section 35.14 of the Revised Code of General Ordinances of the City of Dayton, Ohio, constitutes a material condition of this Agreement as fully as if specifically rewritten herein and that failure of Subrecipient to comply therewith shall constitute a breach of this Agreement entitling City, at its option, to terminate this Agreement.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient shall comply with any federal regulations or orders issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the disabled in any federally assisted program. The City shall provide Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

Subrecipient agrees that it shall be committed to carry out, pursuant to the City's specifications, an Affirmative Action Program keeping with the principles provided in the President's Executive Order 11246 of September 24, 1966. The City shall provide Affirmative Action guidelines to Subrecipient to assist in the formulation of such program. Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds. Subrecipient must also submit the proper letter of certification from the Dayton Human Relations Council, which will serve as documentation for their Affirmative Action Plan.

2. Women and Minority-Owned Businesses

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own contractors or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by City, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of this Paragraph's Section A, Civil Rights, and Section B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or inherently religious activities, lobbying, political patronage, or nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain

documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of TWO THOUSAND DOLLARS AND ZERO CENTS (\$2,000.00) for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the federal financial assistance provided under this contract and binding upon the City, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the City, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

Subrecipient agrees to comply with the "Section 3" requirements set forth above, and shall include the following language in all subcontracts executed for the program:

"The work to be performed under this contract is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for

low- and very low-income persons residing in the metropolitan area in which the project is located.”

The Subrecipient further agrees to insure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project or program is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or program or the neighborhood in which the project or program is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project or program is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project or program is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with the requirements set forth herein. Should this activity be deemed not feasible, Subrecipient will be responsible for providing City with all necessary documentation for justification.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by City. Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135, and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of City thereto; provided, however, that claims for money due or to become due to Subrecipient from City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to City.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of City prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Evidence of noncompliance shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to City along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

#### 4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

#### 5. Lobbying

The Subrecipient hereby certifies that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of Paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts,

sub grants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the City and/or HUD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

**ARTICLE VIII. ENVIRONMENTAL CONDITIONS**

A. Air and Water

The Subrecipient shall comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act 42 U.S.C., 7401, et seq.
2. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the national flood insurance program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR, Part 570.608 and 24 CFR, Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

**ARTICLE IX. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

**ARTICLE X. SECTION HEADINGS AND SUBHEADINGS**

The section heading and subheading contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**ARTICLE XI. WAIVER**

The City's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver or such right or provision.

**ARTICLE XII. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the City and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Subrecipient with respect to this Agreement.

**ARTICLE XIII. REFERENCES TO LAW**

All references to federal, state or local laws, regulations, or orders contained in this Agreement shall include any and all subsequent amendments, modifications, additions or other changes as may be enacted or codified by the proper governmental authority during the term of this Agreement.

**IN WITNESS WHEREOF**, City and Subrecipient, each by a duly authorized representative, have executed this Agreement as of the date first set forth above.

**CITY OF DAYTON, OHIO**

**PEOPLE WORKING COOPERATIVELY**

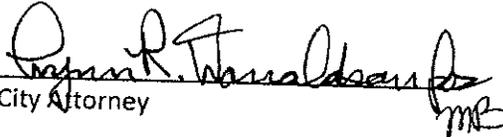
\_\_\_\_\_  
City Manager

By: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM  
AND CORRECTNESS:**

**APPROVED BY THE COMMISSION  
OF THE CITY OF DAYTON, OHIO:**

  
\_\_\_\_\_  
City Attorney

\_\_\_\_\_, 20\_\_\_\_

Min./Bk. \_\_\_\_\_ Page

\_\_\_\_\_  
Clerk of the Commission

EXHIBIT A  
SCOPE OF SERVICES  
People Working Cooperatively Expansion

1. PROGRAM

The Subrecipient will use all monies granted hereunder to contribute to expansion costs associated with personnel, tools and equipment in addition to setting up a satellite office in Dayton. This one time contribution will aide in the sustainability of PWC's services in the Dayton community resulting in the repair of up to 100 low- to moderate-income single-family or two-family residential structures in the City during the contract period.

The services provided by the Subrecipient include without limitation, providing administrative support and resources to increase the sustainability of home repairs and services in the City of Dayton. The Subrecipient will use all monies to partially fund a full time employee whose responsibilities will include maintaining and cultivating relationships in the community, and managing existing project funds while securing new funds – for both project and expansion needs. These dollars will also go toward PWC identifying and securing an appropriate facility in Dayton, as well as set-up costs, and acquiring needed tools and equipment to provide services in Dayton.

The program provides the funding necessary to correct substandard, unsanitary and deteriorated conditions in the homes of low- and moderate-income persons who own and occupy the residence.

2. COMMUNITY DEVELOPMENT OBJECTIVES

The program will maintain the supply and availability of safe, decent and affordable housing for low- and moderate-income residents, improve the general exterior conditions of the housing stock in the City, provide housing repair opportunities for low- and moderate-income residents of the City, increase the percentage of neighborhood residents who rate their neighborhood desirable, reduce the number of homeowners forced from their homes due to deteriorated housing, and correct substandard living conditions.

3. PROGRAM GUIDELINES

The program provides the funding, labor, and materials necessary to correct substandard, unsanitary and deteriorated conditions of low- to moderate-income owner-occupied residences.

Eligible geographic areas for the program include the entire municipal corporation limits of the City of Dayton.

Only owner-occupied one-family or two-family dwellings are eligible to participate in the program. Properties purchased by land contract are not eligible under this program unless the land contract documents have been properly recorded by the Montgomery County Recorder's Office. Properties in foreclosure are not eligible for funding under this program. Property taxes must be current, or if not current, a payment plan must be in place with the County.

Eligible beneficiaries of this program include households earning eighty percent (80%) or less of median income for the area as determined annually by HUD with adjustments for family size, as illustrated in the table below.

2015 Dayton, OH HUD Metro FMR Area Median Income Levels	
Household Size	(80%) Income Limit
1	\$34,550.00
2	\$39,500.00
3	\$44,450.00
4	\$49,350.00
5	\$53,300.00
6	\$57,250.00
7	\$61,200.00
8	\$65,150.00

4. OUTCOME MEASUREMENTS: PERFORMANCE AND OUTCOME MEASURES

In accordance with U.S. Department of Housing and Urban Development (HUD) requirements, the City has implemented a performance measurement system that is based on an outcomes-based approach to funding projects. The City requires recipients of federal funds to assess the productivity and impact of their programs. This Performance and Outcome Measurement System will help to quantify the effectiveness of programs and establish clearly defined outcomes.

Outcomes-based measurement focuses on results rather than processes and provides an assessment tool for the City and its grantees. The implementation of an outcomes-based funding framework intends to improve results, accountability, and cost-effectiveness of funded programs.

The City shall report outcomes-based accomplishments to HUD. The City therefore requires the Subrecipient to submit performance measurement reports that focus on establishing clearly articulated objectives, performance measures, outputs and program outcomes (desired end results). The City shall review the reports to track progress, provide feedback, and when necessary, provide technical assistance. Program performance is also considered in the decision-making process for fund allocation.

5. SUBRECIPIENT RESPONSIBILITIES

Subrecipient will be responsible for marketing the program, application intake and processing, development of rehabilitation work specifications, preconstruction conferences, coordinating the completion of work, inspection of rehabilitation work, compliance with all CDBG regulations, and preparation of reports to City as detailed in Section 9, Reporting Procedures.

Funds will be used to address code violations, accessibility, health and safety items, and incipient repair items as identified by the Subrecipient. All repairs must be performed in accordance with local building code standards.

6. BUDGET

The program budget is attached to this document as Exhibit B.

7. STAFFING

The Subrecipient shall assign the following staff as Key Personnel to the CDBG Year 2015- 2016 PWC Program:

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee. A combination of funding sources will be used to support staff salary.

Job Title	Job Description	Hours worked per week on project
Community Relations/ Development Officer	The incumbent in this position will lead in both funds for and awareness of PWC and its services throughout the Dayton, OH market by indentifying, researching, tracking, managing, and stewarding key donors and donor organizations. Also, the employee will support all strategy and related activities for new market expansion.	40

8. PAYMENT PROCEDURES

The City will reimburse Subrecipient for expenditures for the Project and in accordance with the line-item budget set forth in Exhibit B. Subrecipient shall submit all invoices and supporting documentation to the City's Department of Planning and Community Development.

Subrecipient's invoice shall contain the City contract number, invoice number, period covered, work completed, written documentation verifying that weekly payroll reports were reviewed and comply with approved wage determination, total amount requested, list of enclosed documents, agreement funding balance, other information Subrecipient wishes to communicate to the City, and signature of Subrecipient's Chief Financial Officer.

Subrecipient shall provide supporting documentation of project administration activities, including the number of hours of project work and a summary of project work and locations for each week invoiced.

Unless disputed or the City determines that there is insufficient documentation to substantiate the invoice, the City will tender payment to Subrecipient in a timely manner.

9. DOCUMENTATION AND RECORD KEEPING

In order to ensure that program participants and activities meet the program eligibility criteria, the Subrecipient must record the name, address, sex and age of homeowner, the number of people in the household, total household income, racial and ethnic data of household members, a description of work and services to be performed for homeowner, a signed agreement with homeowner, work specifications, and proof of payment to contractor(s).

Subrecipient will maintain case files, including the above information for a period of not less than four years after completion of the program. Subrecipient will maintain these and other documents and financial records in accordance with the requirements for record retention specified in Article VI of the Agreement.

#### 10. REPORTING PROCEDURES

The City will require timely and consistent reports to ensure that the program is proceeding according to the work program and in accordance with federal regulations. Quarterly reporting shall continue until expiration or termination of this Agreement. All reports shall be submitted to the City's Department of Planning and Community Development.

The Subrecipient agrees to submit an initial progress report no later than fifteen (15) days from the effective date of this Agreement. The Subrecipient shall submit to the City an initial report summarizing activity initiated to date.

The Subrecipient agrees to submit a quarterly progress report on the fifteenth (15<sup>th</sup>) day of the month following the end of each quarter. Beginning with January 15, 2016, the Subrecipient must submit a quarterly progress report which details at a minimum the total number of applicants for assistance, total number of applicants determined to be eligible for assistance, the total number of applicants from income eligible households, the total number of applications approved for assistance, locations of properties receiving assistance, demographic profile of applicants and approved recipients, number of households assisted, description of work completed for each household assisted, progress of work yet to be performed for each household assisted, expenditures and remaining balance.

#### 11. COMMUNICATIONS

All notices and correspondence regarding this Agreement and the Project shall be submitted to the parties as specified in Article V of the Agreement.

EXHIBIT B  
Budget

	CDBG Funds
Program Operating Budget	
Salaries	\$23,000.00
Employee Benefits/Taxes	\$8,000.00
Rent	\$12,000.00
Equipment, Materials, Supplies, Tools	\$12,000.00
Total Program Administration Costs:	\$55,000.00

**EXHIBIT C  
CDBG Monitoring Schedule**

Grantee: City of Dayton Department of Planning and Community Development

Subrecipient: People Working Cooperatively, Inc.

Project/Program: People Working Cooperatively Expansion

Monitoring Subject Area	Date of Review	City Representative
<i>Section I. Required Monitoring for ALL CDBG Subrecipient Agreements</i>		
On Site Financial and Program Eligibility	Upon submission of first invoice	Derek McCain or designated staff
On Site Program Performance and Records Management	Prior to September 1, 2016	Derek McCain or designated staff

BY.....MR. Shaw.....

NO.....6175-16.....

**A RESOLUTION**

Approving the Petition and Supplemental Plan for Special Energy Improvement Projects Under Ohio Revised Code Chapter 1710, and Declaring an Emergency.

WHEREAS, As set forth in Ohio Revised Code Chapter 1710, the Ohio General Assembly has authorized property owners to include their properties within energy special improvement districts ("ESIDs") upon a petition to a municipal corporation or township, which ESIDs are voluntary organizations of property owners who undertake special energy improvement projects for their properties and finance such special energy improvement projects by way of voluntary special assessments; and,

WHEREAS, Pursuant to Resolution 6117-15, passed June 24, 2015, this Commission approved the *Petition for Creation of Energy Special Improvement District and for Special Assessments for Special Energy Improvement Projects* (the "Establishing Petition"), including an initial plan entitled *Dayton Regional Energy Special Improvement District Program Plan* (the "Program Plan") and *Articles of Incorporation of the Dayton Regional Energy Special Improvement District, Inc.* (the "Articles"); and,

WHEREAS, Following such approval, the Dayton Regional Energy Special Improvement District (the "District"), an energy special improvement district under the laws of the State of Ohio, and the Dayton Regional Energy Special Improvement District, Inc. (the "Corporation"), a nonprofit corporation under the laws of the State of Ohio, the board of directors of which governs the District in accordance with Ohio Revised Code Chapters 1702 and 1710, were formed; and,

WHEREAS, First Street Acquisition, LLC (the "Owner"), as the owner of certain real property located within the City of Dayton, Ohio (the "City"), has identified certain real property owned by the Owner located at 329 East First Street (the "Project Site"), as an appropriate property for a special energy improvement project pursuant to Ohio Revised Code Chapter 1710; and,

WHEREAS, The Owner has submitted to the District, and the board of directors of the Corporation (the "Board"), as the governing body of the District in accordance with Ohio Revised Code Chapter 1710, has approved a *Petition for Special Assessments for Special Energy Improvement Projects* (the "Project Petition") and a *Supplement to Plan for Delco Building Project* (the "Supplemental Plan"), which Project Petition and Supplemental Plan request that the Project Site be added to the District and that the City levy special assessments on the Project Site to pay the costs of a special energy improvement project to be provided on the Project Site, all as described more particularly in the Project Petition and the Supplemental Plan (the "Project"); and,

WHEREAS, On April 5, 2016, pursuant to Ohio Revised Code Chapter 1710, the Owner submitted the Project Petition and the Supplemental Plan to this Commission and to the City Manager of the City, and said Project Petition and Supplemental Plan are on file with the Clerk of the Commission; and,

WHEREAS, Said Project Petition and Supplemental Plan are for the purpose of developing and implementing special energy improvement projects in furtherance of the purposes set forth in Section 20 of Article VIII of the Ohio Constitution, including, without limitation, the Project, and further, the Project Petition and the Supplemental Plan identify the amount and length of the special assessments to be imposed with respect to the Project; and,

WHEREAS, This Commission, as mandated by Ohio Revised Code Section 1710.06, must approve or disapprove the Project Petition and Supplemental Plan within 60 days of the submission of the Project Petition and Supplemental Plan; and,

WHEREAS, This Commission has determined to approve the Project Petition and Supplemental Plan; and,

WHEREAS, This Commission, pursuant to Ohio Revised Code Section 1710.02(G)(4), has determined that the energy special improvement project to be constructed and implemented on the Project Site is not required to be owned exclusively by the City for its purposes, for uses determined by this Commission, as the legislative authority of the City as those that will promote the welfare of the people of the City; to improve the quality of life and the general and economic well-being of the people of City; to better ensure the public health, safety, and welfare; to protect water and other natural resources; to provide for the conservation and preservation of natural and open areas and farmlands, including by making urban areas more desirable or suitable for development and revitalization; to control, prevent, minimize, clean up, or mediate certain contamination of or pollution from lands in the state and water contamination or pollution; or to provide for safe and natural areas and resources; and,

WHEREAS, It is necessary for the immediate preservation of public peace, property, health and safety, that this Resolution take effect at the earliest possible date in order to allow the Owner to begin work on the Project, and the District to take advantage of financing available to it for a limited time; now, therefore,

**BE IT RESOLVED BY THE COMMISSION OF THE CITY OF DAYTON:**

Section 1. Approval of Project Petition and Supplemental Plan. That this Commission approves the Project Petition and further approves the Supplemental Plan in substantially the forms now on file with the Clerk of the Commission.

Section 2. Transfer of Energy Special Improvement Project. That pursuant to Ohio Revised Code Section 1710.02(G)(4), this Commission determines that the Project is not required to be owned exclusively by the City for its purposes, for uses determined by this Commission, as the legislative authority of the City, as those that will promote the welfare of the people of such participating political subdivision; to improve the quality of life and the general and economic well-being of the people of the City; to better ensure the public health, safety, and welfare; to protect water and other natural resources; to provide for the conservation and preservation of natural and open areas and farmlands, including by making urban areas more desirable or suitable for development and revitalization; to control, prevent, minimize, clean up, or mediate certain contamination of or pollution from lands in the state and water contamination or pollution; or to provide for safe and natural areas and resources. This Commission accordingly authorizes the Board to act as its agent to sell, transfer, lease, or convey the Project. The consideration the Board must obtain from any sale, transfer, lease, or conveyance of the special energy improvement project on the Project Site is any consideration greater than or equal to One Dollar and Zero Cents (\$1.00).

Section 3. Compliance with Public Meetings Requirements. That this Commission finds and determines that all formal actions of this Commission concerning and relating to the passage of this legislative resolution were adopted in an open meeting of this Commission, and that all deliberations of this Commission and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Ohio Revised Code Section 121.22.

Section 4. Effective Date. That for the reasons stated in the preamble hereof, this Resolution is declared to be an emergency measure and shall take effect immediately upon its adoption.

ADOPTED BY THE COMMISSION... April 6 ....., 2016

SIGNED BY THE MAYOR... April 6 ....., 2016

*Man Whaley*  
MAYOR OF THE CITY OF DAYTON, OHIO

Attest:

*Rashella Lavender*  
Clerk of the Commission

Approved as to form:

*Myra R. Waldman*  
City Attorney

BY M.S. Whaley

NO. 6176-16

**A RESOLUTION**

Approving the Necessity of Acquiring, Constructing, and Improving Certain Public Improvements in the City of Dayton, Ohio in Cooperation with the Dayton Regional Energy Special Improvement District, and Declaring an Emergency.

WHEREAS, Ohio Revised Code Section 1710.06(C) provides that a political subdivision which has approved a petition for special assessments for public improvements in an energy special improvement district and a plan pursuant to Ohio Revised Code Sections 1710.02(F) and 1710.06 shall levy the requested special assessments pursuant to Ohio Revised Code Chapter 727; and,

WHEREAS, First Street Acquisition, LLC (the "Owner") petitioned to add property owned by it to the Dayton Regional Energy Special Improvement District (the "ESID") pursuant to Ohio Revised Code Chapter 1710 in part in order to finance the costs of a special energy improvement project to be constructed on the property, which special energy improvement project consists of acquiring, constructing, equipping, improving, and installing energy efficiency improvements on its real property, including, without limitation, LED lighting upgrades, high-efficiency window retrofits, variable air volume garage exhaust unit, heat recovery wheels, high-efficiency insulation, insulated doors, programmable thermostats, and related improvements (the "Project"); and,

WHEREAS, The Commission ("Commission") of the City of Dayton, Ohio (the "City") has, by Resolution No. 6175-16, adopted on April 6, 2016, approved the *Petition for Special Assessments for Special Energy Improvement Projects* (the "Project Petition") and a *Supplement to Plan for Delco Building Project* (the "Supplemental Plan") in accordance with Ohio Revised Code Section 1710.02; and,

WHEREAS, The Project Petition, which is on file with the Clerk of the Commission, has been signed by the Owner, as the owner of one hundred percent (100%) of the real property affected by the Project Petition (as further described in Exhibit A to the Project Petition, the "Property"), and proposes the necessity of acquiring, constructing, and improving the Project and financing the Project through the cooperation of the ESID; and,

WHEREAS, In the Project Petition, the Owner requests that the Project be paid for by special assessments assessed upon the Property (the "Special Assessments") in an amount sufficient to pay the costs of the Project, which is estimated to be Two Million Nine Hundred Ninety-Nine Thousand Nine Hundred Seventy-Eight Dollars and Zero Cents (\$2,999,978.00), and other related costs of financing the Project, which include, without limitation, the payment of principal of and interest on obligations issued to pay the costs of the Project and other interest, financing, credit enhancement, and issuance expenses and ongoing trustee fees and ESID administrative fees and expenses, and requests that the Project be undertaken cooperatively by the City, the ESID, and such other parties as the City may deem necessary or appropriate; and,

WHEREAS, It is necessary for the immediate preservation of public peace, property, health and safety, that this Resolution take effect at the earliest possible date in order to allow the Owner to begin work on the special energy improvement project on the Property, and the ESID to take advantage of financing available to it for a limited time; now, therefore,

**BE IT RESOLVED BY THE COMMISSION OF THE CITY OF DAYTON:**

Section 1. Definitions. That each capitalized term not otherwise defined in this Resolution or by reference to another document shall have the meaning assigned to it in the Project Petition.

Section 2. Public Necessity of Special Assessments. That this Commission declares necessary, and a vital and essential public purpose of the City, to improve the Property, which is located at 329 East First Street in the City, by providing for the acquisition, construction, and improvement of the Project by the Owner, as set forth in the Project Petition and the Supplemental Plan, and providing for the payment of the costs of the project, including any and all architectural, engineering, legal, insurance, consulting, energy auditing, planning, acquisition, installation, construction, surveying, testing, and inspection costs; the amount of any damages resulting from the Authorized Improvements and the interest on such damages; the costs incurred in connection with the preparation, levy and collection of the special assessments; the cost of purchasing and otherwise acquiring any real estate or interests in real estate; expenses of legal services; costs of labor and material; and other financing costs incurred in connection with the issuance, sale, and servicing of securities, nonprofit corporate obligations, or other obligations issued to provide a loan to the Owner or otherwise to pay costs of the Authorized Improvements in anticipation of the receipt of the Special Assessments, capitalized interest on, and financing reserve funds for, such securities, nonprofit corporate obligations, or other obligations so issued, including any credit enhancement fees, trustee fees, and ESID administrative fees and expenses; together with all other necessary expenditures, all as more fully described in the Project Petition, the Supplemental Plan, and the Supplemental Plans, profiles, specifications, and estimates of cost of the Project, all of which are on file with the Director of the Department of Finance and open to the inspection of all persons interested.

Section 3. One Project. That this Commission determines that the Project's elements are so situated in relation to each other that in order to complete the acquisition and improvement of the Project's elements in the most practical and economical manner, they should be acquired and improved at the same time, with the same kind of materials, and in the same manner; and that the Project's elements shall be treated as a single improvement, pursuant to Ohio Revised Code Section 727.09, and the Project's elements shall be treated as a joint improvement to be undertaken cooperatively by the City and the ESID pursuant to Ohio Revised Code Section 9.482 and Ohio Revised Code Chapter 1710.

Section 4. Approval of Plans. That the Plans and Specifications and total cost of the Project now on file in the office of the Clerk of the Commission are approved, subject to changes as permitted by Ohio Revised Code Chapter 727. The Project shall be made in accordance with the plans, specifications, profiles, and estimates for the Project.

Section 5. Public Necessity of Project. That this Commission has previously determined and by this Resolution ratifies and declares that the Project is an essential and vital public, governmental purpose of the City as a Special Energy Improvement Project, as defined in Ohio Revised Code Section 1710.01(I); and that in order to fulfill that essential and

vital public purpose of the City, it is necessary and proper to provide, in cooperation with the ESID, for the acquisition, construction, and improvement of the Project in the manner contemplated by the Project Petition, and the Supplemental Plan. This Commission determines and declares that the Project is conducive to the public peace, health, safety and welfare of the City and the inhabitants of the City.

Section 6. Allocation of Costs of Project. That pursuant to and subject to the provisions of a valid Petition signed by the owners of one hundred percent (100%) of the Property, the entire cost of the Project shall be paid by the Special Assessments levied against the Property, which is the benefited property. The provisions of the Project Petition are ratified, adopted, approved and incorporated into this Resolution as if set forth in full in this Resolution. The portion of the costs of the Project allocable to the City will be zero percent (0%). The City does not intend to issue securities in anticipation of the levy of the Special Assessments.

Section 7. Assessment Method. That the method of levying the Special Assessments shall be in proportion to the benefits received, allocated among the parcels constituting the Property as set forth in the Project Petition, and Plan.

Section 8. Property. That the lots or parcels of land to be assessed for the Project shall be the Property, described in Exhibit A to the Project Petition, all of which lots and lands are determined to be specially benefited by the Project.

Section 9. Assessment Schedule. That the Special Assessments shall be levied and paid in thirty (30) semi-annual installments pursuant to the list of estimated Special Assessments set forth in the Project Petition, and the Owner has waived its option to pay the Special Assessment in cash within thirty (30) days after the passage of the assessing Resolution.

The aggregate amount of Special Assessments estimated to be necessary to pay the costs of the Project is Five Million Five Hundred Fifty-Five Thousand Fourteen Dollars and Zero Cents (\$5,555,014.00). Each semi-annual Special Assessment payment represents payment of a portion of the principal of and interest on obligations issued to pay the costs of the Project and of administrative expenses. The interest portion of the Special Assessments, together with amounts used to pay administrative expenses, are determined to be substantially equivalent to the fair market rate or rates of interest that would have been borne by securities issued in anticipation of the collection of the Special Assessments if such securities had been issued by the City. In addition to the Special Assessments, the Auditor of Montgomery County, Ohio may impose a special assessment collection fee with respect to each semi-annual payment, which amount will be added to the Special Assessments by the Auditor of Montgomery County, Ohio.

Section 10. Director of the Department of Finance to File Estimate of Special Assessments. That the Director of the Department of Finance or the Director of the Department of Finance's designee is authorized and directed to prepare and file in the office of the Clerk of the Commission the estimated Special Assessments for the cost of the Project in accordance with the method of assessment set forth in the Project Petition, the Supplemental Plan, and this Resolution, showing the amount of the assessment against each lot or parcel of land to be assessed.

Section 11. Notice to Property Owner. That upon the filing of the estimated Special Assessments with the Clerk of the Commission, notice of the adoption of this Resolution and the filing of the estimated Special Assessments shall be served upon the Owner of the Assessed Property, as provided in Ohio Revised Code Section 727.13. The appropriate officials of the City shall also comply with the applicable procedural requirements of Ohio Revised Code Chapter 727.

Section 12. Collection of Special Assessments. That the Director of the Department of Finance or the Director of the Department of Finance's designee is authorized, pursuant to Ohio Revised Code Section 727.12, to cause the Special Assessments to be levied and collected at the earliest possible time including, if applicable, prior to the completion of the acquisition and construction of the Project.

Section 13. Appropriation of Special Assessments. That the Special Assessments will be used by the City to provide the Authorized Improvements in cooperation with the ESID in any manner, including assigning the Special Assessments actually received by the City to the ESID or to another party the City deems appropriate, and the Special Assessments are appropriated for such purposes.

Section 14. Acceptance of Waiver of Process. That this Commission accepts and approves the waiver of all further notices, hearings, claims for damages, rights to appeal and other rights of property owners under the law, including but not limited to those specified in the Ohio Constitution, Ohio Revised Code Chapter 727, Ohio Revised Code Chapter 1710, and the Charter of the City of Dayton, Ohio, and consents to the immediate imposition of the Special Assessments upon the Property. This waiver encompasses, but is not limited to, waivers by the Owner of the following rights:

- (i) The right to notice of the adoption of the Resolution of Necessity under Ohio Revised Code Sections 727.13 and 727.14;
- (ii) The right to limit the amount of the Special Assessments under Ohio Revised Code Sections 727.03 and 727.06;
- (iii) The right to file an objection to the Special Assessments under Ohio Revised Code Section 727.15;
- (iv) The right to the establishment of, and any proceedings by and any notice from an Assessment Equalization Board under Ohio Revised Code Sections 727.16 and 727.17;
- (v) The right to file any claim for damages under Ohio Revised Code Sections 727.18 through 727.22 and Ohio Revised Code Section 727.43;
- (vi) The right to notice that bids or quotations for the Project may exceed estimates by 15%;
- (vii) The right to seek a deferral of payments of Special Assessments under Ohio Revised Code Section 727.251;
- (viii) The right to notice of the passage of the assessing Resolution under Ohio Revised Code Section 727.26; and
- (ix) Any and all procedural defects, errors, or omissions in the Special Assessment process.

Section 15. Agreements. That the City is authorized to enter into agreements by and among the City, the ESID, and such other parties as the City may deem necessary or appropriate in order to provide the Authorized Improvements, and that the City Manager, the

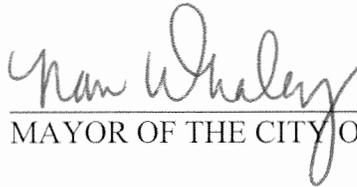
Economic Development Director, and the Commission President, or any of them, is authorized to execute, on the City's behalf, such agreements.

Section 16. Compliance with Open Meetings Requirements. That this Commission finds and determines that all formal actions of this Commission concerning and relating to the passage of this legislative resolution were adopted in an open meeting of this Commission, and that all deliberations of this Commission and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Ohio Revised Code Section 121.22.

Section 17. Effective Date. That for the reasons stated in the preamble hereof, this Resolution is declared to be an emergency measure and shall take effect immediately upon its adoption.

ADOPTED BY THE COMMISSION... April 6 ....., 2016

SIGNED BY THE MAYOR... April 6 ....., 2016

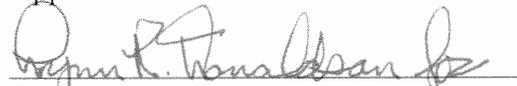


\_\_\_\_\_  
MAYOR OF THE CITY OF DAYTON, OHIO

Attest:

  
\_\_\_\_\_  
Clerk of the Commission

Approved as to form:

  
\_\_\_\_\_  
City Attorney

CERTIFICATE

The undersigned Clerk of the Commission hereby certifies that the foregoing is a true copy of Resolution No. 6176-16 duly adopted by the Commission of the City of Dayton, Ohio on April 6, 2016, and that a true copy thereof was certified to the Auditor of Montgomery County, Ohio.

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Clerk of the Commission  
City of Dayton, Ohio

RECEIPT OF COUNTY AUDITOR FOR  
LEGISLATION APPROVING THE NECESSITY OF  
ACQUIRING, CONSTRUCTING, AND IMPROVING CERTAIN PUBLIC  
IMPROVEMENTS IN THE CITY OF DAYTON, OHIO  
IN COOPERATION WITH THE DAYTON REGIONAL  
ENERGY SPECIAL IMPROVEMENT DISTRICT

I, Karl L. Keith, the duly elected, qualified, and acting Auditor in and for Montgomery County, Ohio hereby certify that a certified copy of Resolution No. 6176-16 duly adopted by the City Commission of the City of Dayton, Ohio on April 6, 2016, approving the necessity of acquiring, constructing, and improving certain public improvements in the City of Dayton, Ohio in cooperation with the Dayton Regional Energy Special Improvement District, was filed in this office on \_\_\_\_\_, 2016.

WITNESS my hand and official seal at Dayton, Ohio on \_\_\_\_\_, 2016.

[SEAL]

\_\_\_\_\_  
Auditor  
Montgomery County, Ohio

1<sup>st</sup> Reading 9

No. 31483-16

By.....

**AN ORDINANCE**

Consenting to the Improvement of State Route 4 within the City of Dayton, and Agreeing to Cooperate in Matters Incidental Thereto, Including the Execution of Agreements Necessary to Implement this Ordinance.

WHEREAS, The State of Ohio, Department of Transportation ("ODOT") has identified the need for bridge repair and painting on State Route 4 in the City of Dayton, identified by ODOT as MOT BH FY20; and

WHEREAS, The City of Dayton intends to cooperate with the State of Ohio Director of Transportation in the planning, design and construction of said improvement; now, therefore,

**BE IT ORDAINED BY THE COMMISSION OF THE CITY OF DAYTON:**

Section 1. That the Commission hereby gives consent to the Director of Transportation to perform bridge repair and painting on State Route 4, said project being in the public interest and identified by ODOT as MOT BH FY20 ("Project").

Section 2. That the City shall cooperate with the Director of Transportation in the Project as follows:

- A. The City will assume and bear all costs of the Project, less the amount of Federal-Aid set aside by the Director of Transportation for financing the Project from funds allocated by the Federal Highway Administration, U.S. Department of Transportation.
- B. In addition, the City also agrees to assume and bear 100% of the cost of any construction items requested by the City for the Project which are not necessary for the Project, as determined by the State and Federal Highway Administration.

Section 3. That the City agrees that all right-of-way required for the Project will be acquired and/or made available in accordance with current State and Federal regulations. The City also understands that right-of-way costs include eligible utility costs. The City agrees that all utility accommodation, relocation and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

Section 4. That upon completion of the Project, and unless otherwise agreed, the City shall: (1) provide adequate maintenance of the Project in accordance with all applicable State and Federal law, including, but not limited to, Title 23, U.S.C. Section 116; (2) provide ample financial provisions, as necessary, for such maintenance of the Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

Section 5. That the City Manager is hereby authorized on behalf of the City to enter into contracts with the Director of Transportation to complete the Project.

Passed by the Commission....., 2016

Signed by the Mayor....., 2016

\_\_\_\_\_  
Mayor of the City of Dayton, Ohio

Attest:

\_\_\_\_\_  
Clerk of the Commission

Approved as to form:

  
\_\_\_\_\_  
City Attorney



## MEMORANDUM

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March 22, 2016

**TO:** Shelley Dickstein  
City Manager

**FROM:** Stephen Finke, Deputy Director  
Department of Public Works *SF*

**SUBJECT:** State Route 4 Bridge Repair and Painting  
MOT BH FY20, PID No. 102303  
Preliminary Legislation

Attached is legislation between the City of Dayton and the Ohio Department of Transportation for a project that allows ODOT to repair and paint the State Route 4 bridges over Stanley Avenue. The project is funded from ODOT funds and will be performed through ODOT's District 7 Office. Work is expected to begin in the fall of 2019.

Please present the attached Ordinance to the City Commission at its April 6, 2016 meeting. The Department of Law has reviewed and approved the Ordinance as to form, and a copy of ODOT's request for consent legislation is attached.

If you have any questions, please contact me at 3839.

SJF/kgs

Attachments

Cc: Mr. Earley  
Mr. Parlette



# OHIO DEPARTMENT OF TRANSPORTATION

DISTRICT 7 • 1001 ST. MARYS AVENUE • SIDNEY, OHIO 45365 • (937) 492-1141  
JOHN R. KASICH, GOVERNOR • JERRY WRAY, DIRECTOR • RANDY CHEVALLEY, P.E., P.S., DISTRICT DEPUTY DIRECTOR

January 19, 2016

Stephen Finke  
Assistant Director of Operations – Public Works Department  
City of Dayton  
101 West Third Street  
P.O. Box 22  
Dayton, OH 45401-0022

RE: **MOT BH FY20, PID 102303**  
**Preliminary Legislation - Consent**

Dear Mr. Finke:

Transmitted herewith are three (3) copies of proposed consent legislation for the above referenced project, this project will paint existing structural steel and seal necessary concrete surfaces on various bridges in Montgomery County. To include Structure File Number 5700787 bridge known as MOT-4-18.42L and Structure File Number 5700817 bridge known as MOT-4-18.42R, within the City of Dayton, Montgomery County, Ohio.

Please submit the enclosed legislation to the proper City authorities for their consideration and approval. When the legislation has been properly executed and certified, please return two (2) **original** copies, **both with original signatures, to our Sidney District Office** for further processing **no later than June 20, 2016.**

Please do not modify the content or change the format of the enclosed documents.

If you have any questions or need additional information, please contact me at your convenience. You can reach me by phone at (937) 497-6784 or via email at [ben.wiltheiss@dot.ohio.gov](mailto:ben.wiltheiss@dot.ohio.gov).

Respectfully,

A handwritten signature in black ink, appearing to read "Benjamin C. Wiltheiss".

Benjamin C. Wiltheiss, P.E.  
District 7 Planning Engineer

c: file



By MR. Mims

No. 6174-16

**A RESOLUTION**

Honorarily Naming West Fourth Street from South Main Street to South Wilkinson Street as Paul Deneau Way for a Period of Two Years.

**WHEREAS**, An application has been made to honorarily name West Fourth Street from South Main Street to South Wilkinson Street, as Paul Deneau Way for a period of two years; and,

**WHEREAS**, This honorary designation is established in recognition of the contribution Paul Deneau made to this portion of West Fourth Street and downtown Dayton as the architect of Dayton's first mid-century modern office tower which, when built, was known as the Grant-Deneau Tower and is located at 40 West Fourth Street; and,

**WHEREAS**, The City Commission adopted Resolution 5014-99 on July 28, 1999, which establishes the rules and procedures for the naming of public facilities and rights-of-way, and this proposal is consistent with the policy outlined in said resolution; and,

**WHEREAS**, The City Plan Board, on February 9, 2016, reviewed the proposal, Case RC-002-2016, and recommended approval of the two-year designation; now, therefore,

**BE IT RESOLVED BY THE COMMISSION OF THE CITY OF DAYTON:**

Section 1. West Fourth Street from South Main Street to South Wilkinson Street is honorarily designated as Paul Deneau Way for a two-year period commencing thirty days after the passage of this resolution.

Section 2. The official and legal name of West Fourth Street is unchanged.

Section 3. The City Manager is directed to implement this resolution in a timely manner.

Adopted by the Commission... April 6 ....., 2016

Signed by the Mayor... April 6 ....., 2016

Kim Whaley  
Mayor of the City of Dayton, Ohio

Attest:

Rashella Lavender  
Clerk of the Commission

Approved as to form:

David R. Foulds for  
City Attorney



## MEMORANDUM

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March 10, 2016

**TO:** Rashella Lavender, Clerk of Commission

**FROM:** Ann Schenking, Secretary   
City Plan Board

**SUBJECT: Two-Year Honorary Designation for a Portion of West Fourth Street (from South Main Street to South Wilkinson Street) as Paul Deneau Way on March 30, 2016, City Commission Calendar (Plan Board Case RC-002-2016)**

I am requesting that a resolution be placed on the March 30, 2016, City Commission calendar to establish a two-year honorary designation for a portion of West Fourth Street (from South Main Street to South Wilkinson Street) as Paul Deneau Way. The official/legal name of West Fourth Street will remain West Fourth Street. A second reading of the resolution will be required at the April 6, 2016, City Commission meeting. If approved on April 6<sup>th</sup>, the effective date of the resolution will be May 6, 2016.

The Dayton Area Deneau Society is requesting this designation for Paul Deneau who was the architect for the Grant-Deneau Tower as well as other Dayton mid-century office buildings. The tower is located at 40 West Fourth Street which is located on the portion of West Fourth Street selected for the honorary designation. When completed in 1969, Paul Deneau's tower was Dayton's first modern high-rise office building and was seen as a statement of confidence in downtown Dayton's efforts to keep the urban center viable.

The City of Dayton Engineer and the Police and Fire Departments have no objections to the designation. Four of six abutting property owners (Kuhns Building, Montgomery County, Dayton Public Schools and Matrix) signed petitions supporting the honorary designation. Support petitions from the owners of record of the Arcade and the Student Suites site were not pursued. The honorary designation is also supported by the Downtown Priority Board and the Greater Downtown Priority Land Use Board.

By a 4-0 vote the Plan Board recommends City Commission approval of the honorary designation. The Plan Board believes the request complies with the requirements outlined in Resolution 5014-99, which pertains to honorary street name designations. **No public hearing is required** on the request so a public hearing will not be held.

Enclosed, for distribution to the City Commission is the Plan Board minute record, the Plan Board case report, background Paul Deneau, correspondence received, and the resolution.

If you have any questions, please contact me at 3699. Thank you.

c: Ms. Dickstein, Mr. Earley, Mr. Parlette, Mr. Sorrell, Mr. Stovall, Mr. Finke, Mr. Gray, Case File



# City of Dayton

## City Plan Board

### Minute Record

February 9, 2016

**6. RC-002-2016 — Establish a Two-Year Honorary Designation for a Portion of West Fourth Street (from South Main Street to South Wilkinson Street) as "Paul Deneau Way." The official/legal name of West Fourth Street will remain West Fourth Street**

Applicant: Mr. Tony Kroeger, President  
Dayton Area Deneau Society  
53 Constantia Avenue  
Dayton, OH 45419

Priority Board: Downtown

Neighborhood Planning District: Downtown

Decision: Recommended Approval

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#### **Staff Comments**

Ken Marcellus presented the staff report and said staff believes the requirements outlined in City Commission Resolution 5014-99 can be made and recommended Plan Board support.

The Dayton Area Deneau Society is requesting that a two-year honorary designation is established for a portion of West Fourth Street which includes the Grant-Deneau Tower. Paul Deneau was the architect of this tower, located at 40 West Fourth Street, as well as several other City of Dayton midcentury buildings. The honorary designation of "Paul Deneau Way" would be recognized with a blue and white street sign above the regular green and white street name sign. In the late 1960's, the Grant-Deneau tower was considered a "clean, modern statement with a dash of romanticism in its lighted arches"...and Dayton's first modern high-rise office building. It was seen as a "statement of confidence" in downtown Dayton's efforts to keep the urban center viable.

Four of six abutting property owners (Kuhns Building, Montgomery County, Dayton Public Schools and Matrix) signed petitions supporting the honorary designation. Support petitions from the owners of record of the Arcade and the Student Suites site were not pursued.

The City of Dayton Engineer, the Public Works Department, and the Police and Fire Departments have no objections to the designation.

#### **Public Comments**

The honorary designation is also supported by the Downtown Priority Board and the Greater Downtown Priority Land Use Board which provided letters of support.

The applicant, Tony Kroeger, President, Dayton Area Deneau Society, 53 Constantia Avenue; Dayton, OH, spoke in support of the designation and explained why Paul Deneau was deserving of this honor.

#### **Board Discussion**

None.

#### **Board Action**

A motion was made by Mr. Bohardt, seconded by Mr. Payne and carried to recommend City Commission approval of the proposal to establish a two-year honorary designation for a portion of West Fourth Street (from South Main Street to South Wilkinson Street) as Paul Deneau Way because the proposal met the requirements outlined in City Commission Resolution 5014-99 as noted in the staff report.

Ms. Beverly Pendergast	Absent	Mr. Jeff Payne	Yes
Mr. David Bohardt	Yes	Mr. Matt Sauer	Absent
Mr. Richard Wright	Yes	Mr. Greg Scott	Yes
Ms. Geraldine Pegues	Yes		

Minutes approved by the City Plan Board on March 8, 2016.

  
Ann Schenking, Secretary  
City Plan Board

February 9, 2016

**CITY PLAN BOARD REPORT**  
**Case: RC-002-2016**

**Establish a Two-Year Honorary Designation for a Portion of West Fourth Street (from South Main Street to South Wilkinson Street) as "Paul Deneau Way." The official/legal name of West Fourth Street will remain West Fourth Street**

**Applicant(s):**

Dayton Area Deneau Society  
Tony Kroeger  
53 Constantia Avenue  
Dayton, OH 45406

**Priority Board:** Downtown

**Neighborhood:** Downtown

**Request:** The Dayton Area Deneau Society is requesting to establish a two-year honorary designation for a portion of West Fourth Street (from South Main Street to South Wilkinson Street) as "Paul Deneau Way." The official/legal name of West Fourth Street will remain West Fourth Street.

**Background:** The Dayton Area Deneau Society is requesting that a two-year honorary designation is established for a portion of West Fourth Street which includes the Grant-Deneau Tower. Paul Deneau was the architect of this tower, located at 40 West Fourth Street, as well as several other City of Dayton midcentury buildings.

The honorary designation of "Paul Deneau Way" would be recognized with a blue and white street sign above the regular green and white street name sign.

**Board Authority and Requirements:**

According to the requirements of Resolution 5014-99, Amended Rules and Procedures for the Naming of Public Rights-of-Way (and Public Facilities), the Plan Board shall hold a public hearing prior to recommending to the City Commission the original proposal or any alternate proposal.

**Staff Analysis Regarding Determinations and Findings:**

Resolution 5014-99 details the process to be followed when bestowing an honorary designation on a public right-of-way. Staff believes the findings and determinations can be made, and recommends that the Plan Board send the proposal on to City Commission with a recommendation for approval.

**Agencies and Groups Contacted:**

Abutting property owners, Downtown Priority Board, Greater Downtown Priority Land Use Board, and the City's Public Works, Police and Fire departments.

**Impacts and Comments:**

There should be no negative impact by implementing the proposal. This is an honorary designation, not an official renaming of this portion of West Fourth Street. The honorary designation will be recognized by signs posted above the street signs.

Approximately six (6) property owners about the portion of West Fourth Street.

- During the first week of January of 2016, petitions were circulated among 6 of the identified property owners.
- Received signed petitions from four of the six (6) property owners.
- On January 12, 2016, the Downtown Priority Board submitted a letter in support of the Street Designation. (Letter attached)
- On January 11, 2016 the Greater Downtown Priority Land Use Board voted to support the Street Designation. (Letter attached)

Based on that information, staff believes the support received by the property owners meets the intent of the requirement that 51% of abutting property owners support the request.

The City of Dayton Engineer, the Public Works Department, and the Police and Fire Departments have no objections to the designation. The honorary designation is also supported by the Downtown Priority Board and the Greater Downtown Priority Land Use Committee which have provided evidence of support by way of letters of support.

**Determinations and Findings:**

Staff believes that the application meets the rules and guidelines set forth in Resolution Number 5014-99, and therefore recommends approval.

According to the resolution, honorary designations shall meet the following criteria:

- a. The designation shall be confined to the right-of-way within the vicinity of the home, business or location associated with the person or event.

**The two block segment (from South Wilkinson Street to South Main Street) of West Fourth Street was chosen for this designation because one of the buildings designed by Mr. Deneau, the Grant Deneau Tower, is located there.**

- b. The designation shall not be an Arterial as listed on the Official Thoroughfare Plan.

**West Fourth Street is a Connector; it is not an Arterial.**

- c. There shall be only one honorary designation per facility or right-of-way.

**This is the only honorary designation for West Fourth Street.**

- d. An important community event, organization or well-known person is:

- A person or entity who has made a sustained contribution, over a long period of time, above and beyond the call of duty and demonstrated leadership relating to governance, human relations and development, or neighborhood development.

- A person who has made specific and sustained contributions to an organization located in or in proximity to the facility.
- An event that is recognized statewide or nationwide.

**Paul Deneau is a suitable candidate for this designation. Paul Deneau was the architect of this tower, located at 40 West Fourth Street, as well as several other City of Dayton midcentury buildings. In the late 1960's, the Grant-Deneau tower was considered a "clean, modern statement with a dash of romanticism in its lighted arches"...and Dayton's first modern high-rise office building. It was seen as a "statement of confidence" in downtown Dayton's efforts to keep the urban center viable. More information is attached to this report.**

- e. The important community event, organization, or well-known person shall be directly related to the public facility or the public right-of-way, i.e. lived, worked, went to school, etc. at the location specified. Only one honorary designation shall be permitted for each person or community event. Preference shall be given to intersections and other limited locations.

**The requirement is satisfied for a direct relationship between Paul Deneau and West Fourth Street proposed for the honorary designation. Several of the buildings he designed can be found in various locations throughout the City of Dayton with one, the Grant Deneau Tower, being located on the street proposed for the honorary designation.**

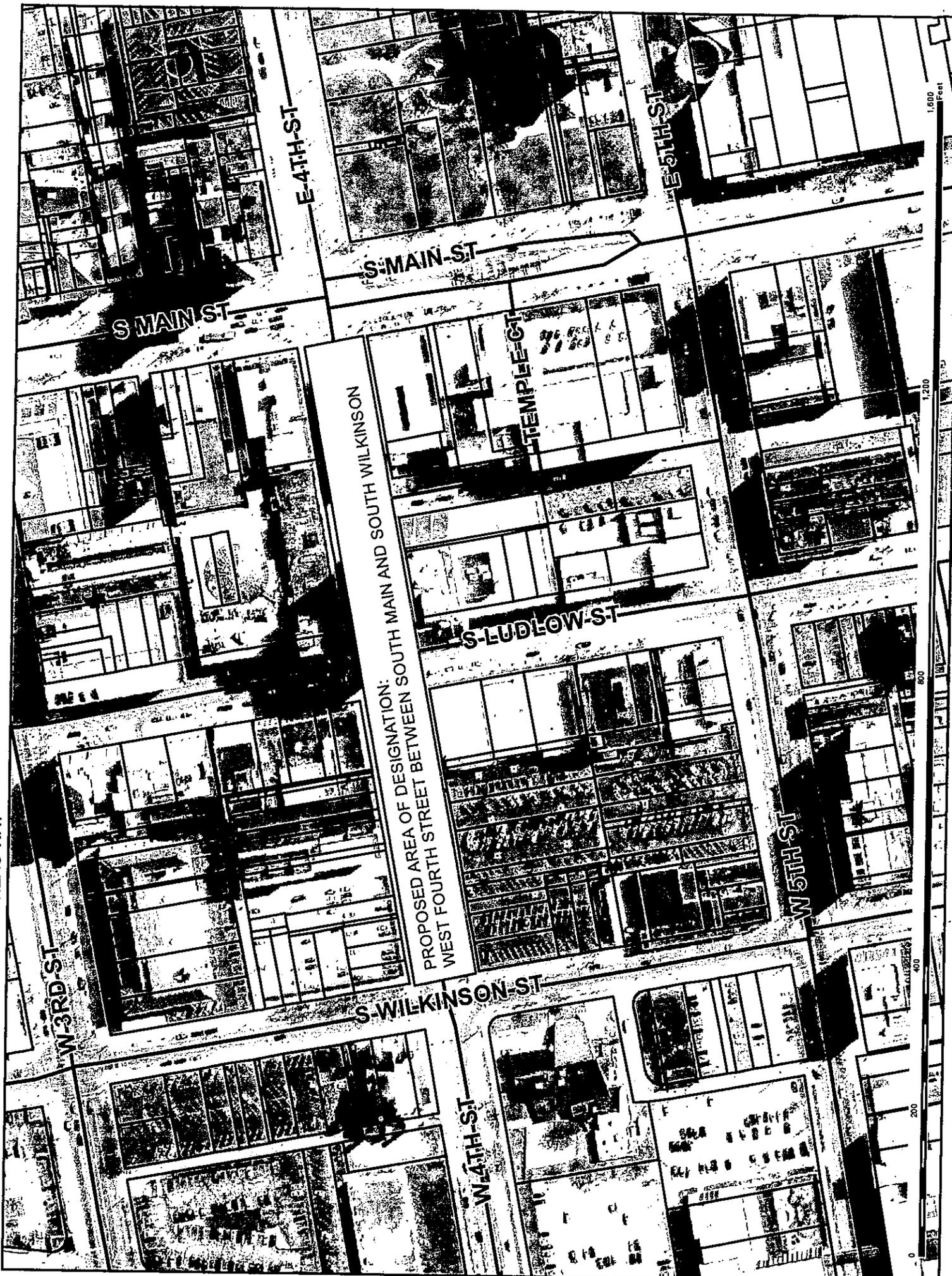
**Alternatives:**

1. Recommend approval of the proposal to give a two-year honorary designation ("Paul Deneau Way") to West Fourth Street between South Wilkinson, to the west, to South Main Street, to the east, because the proposal meets the requirements outlined in City Commission Resolution 5014-99.
2. Recommend an alternate proposal.
3. Recommend disapproval of the designation because the proposal does not meet the requirements outlined in City Commission Resolution 5014-99.

**Future Actions:**

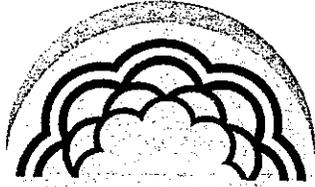
Approval by the City Commission.

MAP ATTACHMENT FOR PROPOSED PAUL DENEAU WAY



# DAYTON'S OWN MID-CENTURY MARVEL

— THE GRANT-DENEAU TOWER —  
40 WEST 4TH STREET



## 1966

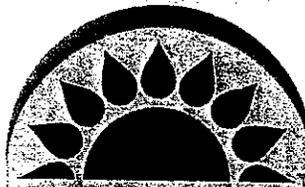
PLANS REVEALED &  
PROPERTY ACQUIRED

THE STRIKING PLANS  
FOR THE BUILDING  
WOULD BECOME EXEMPLARY  
— USE OF —



STYLES OF ARCHITECTURE

THERE'S NEVER BEEN  
ANYTHING LIKE IT  
IN DAYTON BEFORE



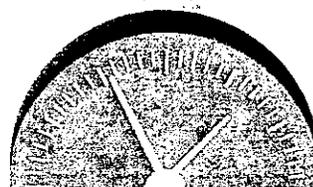
## DAYTON'S FIRST

MODERN HIGH-RISE

↑ 331 FEET TALL ↑

230,000   
OF OFFICE SPACE

\$6.5 MILLION  
CONSTRUCTION COST



## TIMELINE OF DAYTON'S SKYLINE



1904  
CENTRE CITY

1926  
BILTMORE TOWER



1931  
MUTUAL HOME BLOC

(IT'S) A CLEAN, MODERN STATEMENT  
WITH A DASH OF ROMANTICISM  
IN ITS LIGHTED ARCHES.

— PAUL DENEAU  
Architect and Developer of  
the Grant-Deneau Tower

### A CHANGING DAYTON

- Population Decline
- New Highways
- Rise of The Suburbs
- Aging Buildings

1969  
GRANT-DENEAU  
TOWER



"Above all, the construction is  
a statement of confidence in  
downtown Dayton, the region's  
urban core. The confidence is  
justified. Many have known  
that all along. The new project  
will make it apparent to all."

— DAYTON DAILY NEWS, 1967

### A CITY'S SKY HIGH SOLUTION TO KEEPING DOWNTOWN VITAL

It was the 1960s, a period of great change and concern in the City of Dayton, particularly downtown. Interstate 75 was completed, and a new beltway, I-675, was being planned. The City of Dayton found its population on the decline for the first time, and suburban malls and office buildings posed a new, major threat.

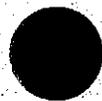
Dayton went on the offensive, and Grant-Deneau was the first salvo. Modern office buildings would complement the huge urban renewal projects and make downtown competitive again. Before Grant-Deneau, a building of over 15 stories had not been constructed downtown since 1931. With its construction, Grant-Deneau would usher downtown into the modern age.

### AN UNSUNG HERO OF DAYTON ARCHITECTURE

## PAUL DENEAU

"I'm not ashamed to say I love this city. I dearly love it."

- Born in 1928
- 1951 Architecture Graduate of Ohio State University
- Moved to Dayton in 1955
- Owner of the Houston Aeros, a World Hockey League team
- Designed and developed multiple Dayton landmarks including:
  - The Convention Center (Hobby)
  - Office Buildings
  - Residential Complexes



1971  
WINTERS TOWER

1972  
130 W. SECOND ST.



1976  
10 W. SECOND ST.



## Deacon, Dayton Affair of Heart

By JEFF SCOTT, Dayton News Staff Writer

Paul Deacon's love affair with Dayton is a little less than a foot between a doctor and his allied parliament of physicians.

Deacon, who insists he is "primarily a heart man" and a cardiologist, believes he knows what treatment Dayton needs to remain its healthy heart alive.

He's not alone. He's joined by a host of other doctors who have come to Dayton since the city's heart began to beat. At the time, they could look down on the city from the 11th floor of the Grant Deacon Tower.

DEACON has now struck the He is 45 and has been practicing architecture in Dayton more than 15 years. Some say he's getting pretty good at it.

"I don't think he's a naive man," his lawyer said. "I think he's an optimistic man."

About 10 years ago, after carefully plotting strategy, he decided to try to save the city. He expanded his architectural abilities into property development, starting with the renovation of the old Cibola Hotel into the Dayton Inn.

"You have to develop a philosophy — a direction and a plan. Then you have to implement that plan," Deacon says.

Deacon and his partners now follow the first new downtown hotel in the recent years with the first new downtown office building. The Grant Deacon Tower was finished in 1970.

NOW DEACON is trying to move faster because the city's heart disease is getting worse. In spite of several other new buildings that have gone up in recent years.

"The need for downtown development advances geometrically," Deacon explains. "The question you go without doing anything, the more you have to do."

The architectural firm he founded in 1965 designed the double-



### MAJOR COMMISSIONS AND PROJECTS

Following is a partial list of substantial projects, completed or under construction by Deneau-Kleski and Associates:

<u>PROJECT</u>	<u>LOCATION</u>
<b>Capri Motel &amp; Coffee Shop</b> Motel with A-frame shape Googie-style restaurant Completed 1956	Dayton, Ohio
<b>Fairmont Shopping Center</b> Suburban 70,000 square foot shopping center. Completed 1957	Dayton, Ohio
<b>Heather Terrace</b> Complex of three-story luxury apartments. Completed 1958	Dayton, Ohio
<b>General Motors Acceptance Corporation</b> 13,000 square foot office building, commissioned by General Motors Corporation. Completed 1959	Dayton, Ohio
<b>Phil Hill Medical Building</b> 16,000 square foot medical complex. Completed 1959	Dayton, Ohio
<b>Townhouse Motel</b> At the time, Toledo's newest and most imaginative downtown motel, including 200 guest rooms, and one of the state's most renowned night clubs, "Aku Aku Room". Completed 1960	Toledo, Ohio
<b>Ohio Academy of General Practice</b> Imaginative office building of intriguing design, comprising of 9,000 square feet. Completed 1961	Columbus, Ohio
<b>Sprague Electric</b> Combination executive offices and manufacturing plant. Completed 1962	Vandalia, Ohio
<b>Forest Grand Medical Building</b> Suburban office complex for the medical profession. Completed 1962	Dayton, Ohio
<b>Dayton Inn Hotel</b> Major re-building, renovation on one Dayton's older downtown hotels, comprising 250 guest rooms and adequate public areas. In addition to the planning, construction, and renovation, Mr. Deneau financed and operated this hotel as a Hilton Inn until recently. Completed 1964	Dayton, Ohio

MR. PAUL H DENEAU

BIOGRAPHICAL BRIEF

Mr. Deneau was born in New York in 1928, where he spent his formative years and completed high school.

In 1951 he graduated from Ohio State University earning a Bachelor of Architecture from the College of Engineering. He was licensed to practice Architecture by the State of Ohio in 1952.

Following graduation, he served in the United States Navy, achieving the rank of Lieutenant, JG. His two years of service included sea duty on the USS Worcester, and an assignment as Plant and Process Officer in the Boston Naval Shipyard.

Moving to Dayton, Ohio in 1955, he associated himself with Levitt Construction as an architect; he also served as Supervisor of Construction on several major projects.

During 1956, Deneau established his own Architectural firm in Dayton, which he continues to aggressively manage as Senior Partner. The firm, Deneau, Kleski, and Associates, has shown steady, substantial growth and today is highly regarded as one of Southern Ohio's leading architectural firms. On subsequent pages, a listing is presented of major commissions and completed projects.

In addition to spearheading the success of his architectural offices, Deneau enjoys a reputation locally as a financier and developer of housing, commercial properties, and multi-unit dwellings. He has taken a progressive attitude toward the development and improvement of Dayton, and feels keenly regarding the healthy growth of the area.

He has further broadened his scope recently beyond planning, financing, and developing by forming LanDeau Corporation to provide a sales, management, and service facet to his various completed enterprises.

A biographical sketch of Deneau would be incomplete without reference to his civic pride and community growth attitude. Over the years, he has worked closely and developed meaningful relationships with city and county development officials, the Mayor, and Commissioners. In the area of Urban Renewal and community planning, his council is frequently sought out - he has contributed various ideas, plans and guidance toward the betterment of the community.

As a direct result of his foresight and planning his offices have been commissioned to plan Dayton's new Exhibition and Convention Center, and he has bid on the adjoining thirty-two story office, hotel, and apartment complex, which with the 2,000 car parking and transportation center will comprise Dayton's forthcoming downtown Mid Town Mart.

Mr. Deneau is married and lives in an attractive home of his own design with his wife, son, and daughter. He is in good health, and leads the active life of a busy executive in the coordination and management of various ventures.

**Grant-Deneau Towers**

22-Story high-rise office building in the heart of downtown Dayton, representing Dayton's first major office building since 1926. In addition to the architectural work, planning, and building, Mr. Deneau is a general partner in the building, and through LanDeau Corporation, manages sales, service, and rental of the building.

Completed 1969

Dayton, Ohio

**Emerson Center**

178-unit apartment complex.  
Currently under construction.

Lexington, Kentucky

**Dayton Exhibition and Convention Center**

An integral part of Dayton's Mid Town Mart complex, which when completed will be comprised of the Exhibition Center, 2,000 car parking garage and Transportation Center, and a thirty-two-story office, hotel, and apartment structure.

Dayton, Ohio



## DOWNTOWN PRIORITY LAND USE BOARD

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January 12, 2016

City of Dayton  
Department of Planning and Community Development  
City Plan Board  
101 West Third Street  
Dayton, Ohio 45402

**Re: Honorary Designation of West Fourth Street as "Paul Deneau Way" (RC-002-2016)**

Dear Board Members:

The Greater Downtown Priority Land Use Board met on January 11, 2016 to review and discuss the proposed honorary designation for West Fourth Street between South Main Street and South Wilkinson Street as "Paul Deneau Way."

Applicant Tony Kroeger of the Dayton Area Deneau Society gave background on the designation and Paul Deneau. Upon consideration of the honorary designation, the Greater Downtown Priority Land Use Board voted to unanimously support the application.

Thank you for the opportunity to provide feedback on this matter.

Respectfully,

Mike Martin, President  
Greater Downtown Priority Land Use Board

Cc: file

January 12, 2016

Dayton Area Deneau Society  
Tony Kroeger, President  
53 Constantia Avenue  
Dayton, OH 45419

Re: Honorary Designation for West Fourth Street as "Paul Deneau Way" (RC-002-2016)

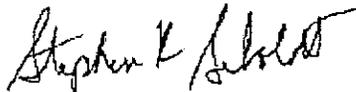
Dear Mr. Kroeger:

The Downtown Priority Board reviewed the proposed honorary designation for West Fourth Street between South Main Street and South Wilkinson Street as "Paul Deneau Way." The Board has no objections and supports the request.

The Board supports efforts that recognize important contributors to downtown development, and the sense-of-place and character such an honorary designation can represent.

Thank you for the opportunity to provide feedback on this matter.

Respectfully,



Stephen Seboldt, Chairperson  
Downtown Priority Board

Cc: file

By.....

No.....

**A RESOLUTION**

Honorarily Naming West Fourth Street from  
South Main Street to South Wilkinson Street as  
Paul Deneau Way for a Period of Two Years.

**WHEREAS**, An application has been made to honorarily name West Fourth Street from South Main Street to South Wilkinson Street, as Paul Deneau Way for a period of two years; and,

**WHEREAS**, This honorary designation is established in recognition of the contribution Paul Deneau made to this portion of West Fourth Street and downtown Dayton as the architect of Dayton's first mid-century modern office tower which, when built, was known as the Grant-Deneau Tower and is located at 40 West Fourth Street; and,

**WHEREAS**, The City Commission adopted Resolution 5014-99 on July 28, 1999, which establishes the rules and procedures for the naming of public facilities and rights-of-way, and this proposal is consistent with the policy outlined in said resolution; and,

**WHEREAS**, The City Plan Board, on February 9, 2016, reviewed the proposal, Case RC-002-2016, and recommended approval of the two-year designation; now, therefore,

**BE IT RESOLVED BY THE COMMISSION OF THE CITY OF DAYTON:**

Section 1. West Fourth Street from South Main Street to South Wilkinson Street is honorarily designated as Paul Deneau Way for a two-year period commencing thirty days after the passage of this resolution.

Section 2. The official and legal name of West Fourth Street is unchanged.

Section 3. The City Manager is directed to implement this resolution in a timely manner.

Adopted by the Commission....., 2016

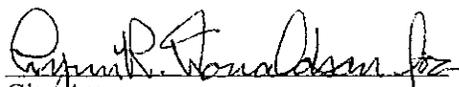
Signed by the Mayor....., 2016

\_\_\_\_\_  
Mayor of the City of Dayton, Ohio

Attest:

\_\_\_\_\_  
Clerk of the Commission

Approved as to form:

  
\_\_\_\_\_  
City Attorney