



CITY COMMISSION MEETING AGENDA

CITY COMMISSION

DAYTON, OHIO

APRIL 20, 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: **Earth Day and Green Team Sustainability Update – 4:00 p.m.**
(D. Winchester)
City Manager's Large Conference Room
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 31st of the current year).

1. Purchase Order:

CENTRAL SERVICES

- A1. Sterling Paper Company (paper, envelopes and related stock as needed through 12-31-16) **\$20,000.00**

1. (Cont'd):

PLANNING AND COMMUNITY DEVELOPMENT

B1. F & S Supply and Furniture LLC (conference room furniture) **\$13,100.30**

POLICE

C1. Kiesler Police Supply (ammunition) – P1600828 **192,321.55**

C2. Kiesler Police Supply (fifty-eight weapon sights) – P1600838 **24,745.70**

PUBLIC WORKS

D1. B & G Equipment & Truck Repair (vehicular body repair services as needed through 12-31-16) **30,000.00**

(and for the period of 06-01-16 through 12-31-16) **30,000.00**

D2. Jack Doheny Supplies Ohio, Inc. (one Elgin brand street sweeper) **187,825.50**

WATER

E1. Clyde Bergemann Group Americas, Inc. (PermaFlo brand replacement piping and related items) **20,000.00**

(and for the period of 01-01-17 through 12-31-19) **75,000.00**

E2. The Safety Company LLC dba M Tech Company (one Sreco brand sewer rodder body) **64,794.00**

E3. Truck Country of Indiana, Inc. dba Stoops Freightliner (one 2016 Freightliner brand truck chassis) **72,040.00**

-Depts. of Central Services, Planning and Community Development, Police, Public Works, and Water. **Total: \$729,827.05**

2. **Carl Walker, Inc. – Contract** – for the Comprehensive Evaluation of the City of Dayton’s Downtown Parking System Agreement – Dept. of Economic Development. **\$42,940.00**

3. **CityWide Development Corp. – First Amendment** – to undertake the strategic demolition of documented nuisance properties – Dept. of Economic Development. **\$20,000.00**
(Thru 12/31/17)

4. **Development Projects, Inc. – Third Amendment** – to manage and administer the activities of the Dayton Region Israel Trade Alliance – Dept. of Economic Development. **\$100,000.00**
(Thru 12/31/17)

5. **National Audubon Society, Inc. dba Aullwood Audubon Center and Farm – Contract** – for Study and Limited Maintenance of Tallgrass Prairies at the Dayton International Airport – Dept. of Aviation/Operations. **\$14,850.00**
(\$4,950.00/ per yr.)
(for 3 years)

6. **RME, Ltd. – First Amendment** – to continue advancing arts, entertainment and culture strategies as well as public space improvements associated with the Greater Downtown Dayton Plan – Dept. of Economic Development. **\$40,000.00**
(Exp. 12/31/16)
7. **United Way of the Greater Dayton Area – Contract** – for the provision of up to four Children’s Defense Fund Freedom Schools in Dayton during the summer of 2016 – Dept. of Recreation & Youth Services. **\$30,000.00**
8. **Wright Bros. Aero, Inc. – Lease Agreement** – for the Hangar 5 Lease Agreement – Dept. of Aviation/Administration & Finance. **\$58,125.00/5 mos.**
\$11,625.00/mo.
9. **ATC Group Services, LLC – Testing Agreement** – for the Keowee Street Reconstruction, Keowee Street Bikeway, Broadway Street Bikeway, Eastern Hills Bikeway, Stanley Avenue and Webster Street Intersection Improvements, and the East Fifth Street and Hamilton Avenue Bikeway – Dept. of Public Works/Civil Engineering. **\$17,675.00**
(Thru 2019)

B. Construction Contracts/Estimates of Cost:

10. **Layne Inliner, LLC – Contract** – for the Burns Avenue Sanitary Liner Installation (Open Market) – Dept. of Water/Water Engineering. **\$327,621.30**
(Thru 6/2017)
11. **L. J. DeWeese Co., Inc. – Contract** – for the East Fifth Street and Hamilton Bikeway Rebid (6% DBE Participation Goal/6% DBE Achieved) (Federal CMAQ Funds) – Dept. of Public Works/Civil Engineering. **\$808,279.40**
12. **Performance Site Development – Contract** – for the DeWeese Parkway, Reading Road, and Springhouse Road Sanitary Sewer Improvements (Open Market) – Dept. of Water/Water Engineering. **\$206,541.72**
(Thru 7/2017)

D. Neighborhood Grants:

13. **Angstrom Materials, Inc. – Development Agreement** – to help expand their business in Dayton – Dept. of Economic Development. **\$65,000.00**
(Thru 07/31/21)
14. **Hohman Plating & MFG LLC – Development Agreement** – to help expand their business in Dayton – Dept. of Economic Development. **\$50,000.00**
(Thru 12/31/20)

E. Other – Contributions, Enterprise Zone Agreements, Etc.:

15. **AOMWA c/o Northeast Ohio Regional Sewer District – Annual Membership Fee** – for 2016 annual dues – Dept. of Water. **\$11,700.00**

IV. LEGISLATION:

Emergency Ordinances – First and Second Reading:

16. **No. 31484-16** Determining to Proceed with the Acquisition, Construction, and Improvement of Certain Public Improvements in the City of Dayton, Ohio in Cooperation With the Dayton Regional Energy Special Improvement District, and Declaring an Emergency.
17. **No. 31485-16** Levying Special Assessments For the Purpose of Acquiring, Constructing, and Improving Certain Public Improvements in the City of Dayton in Cooperation With the Dayton Regional Energy Special Improvement District, and Declaring an Emergency.

Emergency Resolutions – First and Second Reading:

18. **No. 6177-16** Authorizing the Acceptance of a Grant Award from the Ohio Department of Public Safety in the Amount of Twenty-Nine Thousand Nine Hundred Ninety-Four Dollars and Seventy Eight Cents (\$29,994.78) on Behalf of the City of Dayton, and Declaring an Emergency.
19. **No. 6178-16** Authorizing the City Manager to Accept Four (4) Grant Awards From the U.S. Department of Housing and Urban Development (“HUD”) for a Total Amount of Two Million Eight Hundred Fifty-Four Thousand Four Hundred Fifty-One Dollars and Zero Cents (\$2,854,451.00) on Behalf of the City of Dayton, and Declaring an Emergency.
20. **No. 6179-16** Authorizing the City Manager to Enter into an Agreement for Government Aggregation With a Competitive Retail Electric Service provider, and Declaring an Emergency.

Emergency Resolutions – First Reading:

21. **No. 6180-16** Objecting to the Renewal of Liquor Permit #7540720, Steven K. Ross, Sr., dba Club 22, 2117-19 James H. McGee Boulevard, Dayton, Ohio 45417, and Declaring an Emergency.

- 22. **No. 6181-16** Continuing the Objection to the Renewal of Liquor Permit #2105088, DEV, Inc. dba A1 Food Mart, 272 Linden Avenue, Dayton, Ohio 45403, and Declaring an Emergency.
- 23. **No. 6182-16** Continuing the Objection to the Transfer of Ownership of Liquor Permit #5595765, Nimesh Patel dba Maruti Foodmart Inc., 272 Linden Avenue, Dayton, OH 45403, and Declaring an Emergency.
- 24. **No. 6183-16** Continuing the Objection to the Issuance of Liquor Permit #55957650005, Nimesh Patel dba Maruti Foodmart Inc., 272 Linden Avenue, Dayton, OH 45403, and Declaring an Emergency.
- 25. **No. 6184-16** Continuing the Objection to the Issuance of Liquor Permit #18793640005, Delven Parks dba D Anthony's Grille, LLC, 2404 East Third Street, Dayton, Ohio 45403, and Declaring an Emergency.
- 26. **No. 6185-16** Objecting to the Renewal of Liquor Permit #2850880, Fourth & St. Clair, LLC dba Vex, 101 S. St. Clair Street, Dayton, OH 45402, and Declaring an Emergency.

Ordinances – First Reading:

- 27. **No. 31486-16** Enacting Section 72.20 of the Revised Code of General Ordinances Regarding the Downtown Business Delivery Parking Permit.
- 28. **No. 31487-16** Requiring Bidders to Provide Additional Information and to Certify Compliance with Applicable Law in Bidding and Performing Public Works Projects for the City and Repealing Ordinance No. 30575-06.

Ordinance – Second Reading:

- 29. **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.

Informal Resolution:

- 30. **No. 919-16** Urging the United States Senate to Fulfill its Constitutional Duty to Provide Advice and Consent On the Nomination of Judge Merrick Garland to the Supreme Court of the United States.

VI. MISCELLANEOUS:

ORDINANCE NO. 31488-16

RESOLUTION NO. 6186-16

IMPROVEMENT RESOLUTION NO. 3598-16

INFORMAL RESOLUTION NO. 920-16

CITY OF DAYTON
CITY MANAGER'S REPORT

TO: City Manager

Date April 20, 2016

FROM: Central Services / Purchasing
Department/Division

(CHECK ONE)

Amount \$ 729,827.05

- 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 – INFORMATION TECHNOLOGY

(A1) P1600555 – STERLING PAPER COMPANY, MONROE, OH

- Paper, envelopes and related stock, as needed through 12/31/2016.
- These goods are required to maintain inventory for Document Management Services.
- Rates are in accordance with the City of Dayton's existing price agreement RFP 14047D, with pricing through 12/31/2016.
- This amendment increases the previously authorized amount of \$10,000.00 by \$20,000.00 for a total not to exceed \$30,000.00 and therefore requires City Commission approval.
- The Department of Central Services recommends approval of this order.
- Authority: \$20,000.00

Approved Affirmative Action Program on File Yes No NA

Approved by City Commission

Clerk

Date

Division

Department

City Manager

PLANNING AND COMMUNITY DEVELOPMENT

(B1) P1600847 – F AND S SUPPLY AND FURNITURE LLC, TROTWOOD, OH

- Conference room furniture.
- These goods are required to replace old and worn furnishings for the Departments of Planning and Community Development's library/conference room.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 11040K, with pricing through 9/30/2016.
- The Department of Planning and Community Development recommends approval of this order.
- Authority: \$13,100.30

POLICE

(C1) P1600828 – KIESLER POLICE SUPPLY, JEFFERSONVILLE, IN

- Ammunition.
- These goods are required to replenish stock of ammunition issued to Dayton Police Department personnel for duty, practice and qualifications.
- Nine possible bidders were solicited and four bids were received. This order establishes a firm price agreement through 3/31/2017.
- The Department of Police recommends approval of the low bid meeting specifications.
- Authority: \$192,321.55

(C2) P1600838 – KIESLER POLICE SUPPLY, JEFFERSONVILLE, IN

- Fifty-eight (58) weapon sights.
- These goods are required to replace existing, faulty equipment, for which the City will receive full credit.
- Five possible bidders were solicited and five bids were received.
- The Department of Police recommends acceptance of the low bid.
- Authority: \$24,745.70

PUBLIC WORKS – FLEET MANAGEMENT

(D1) P1600193 – B&G EQUIPMENT & TRUCK REPAIR, MORAIN, OH

- Vehicular body repair services, as needed through 12/31/2016.
- These services are required to repair and maintain City owned vehicles.
- Multiple awards are recommended for prequalified companies to ensure the best value for the City, ensuring competitive pricing for services required, therefore this purchase was negotiated.
- This amendment increases the originally authorized amount of \$45,000.00 by \$30,000.00 for a total not to exceed \$75,000.00 and therefore requires City Commission approval.
- The Department of Public Works recommends approval of this order.
- Initial encumbrance authority: \$30,000.00
- Authority to cover additional needs in the following period:
 - 6/1/16 – 12/31/16 \$30,000.00

PUBLIC WORKS – STREET MAINTENANCE

(D2) P1600829 – JACK DOHENY SUPPLIES OHIO, INC., CINCINNATI, OH

- One (1) Elgin brand street sweeper.
- This equipment is required for street sweeping operations for the Division of Street Maintenance and replaces City unit #1762, which will be disposed of in the best interest of the City of Dayton.
- Rates are in accordance with State of Ohio term schedule pricing contract #800246, index #STS235.
- The Department of Public Works recommends approval of this order.
- Authority: \$187,825.50

WATER – WATER SUPPLY & TREATMENT

(E1) P1600833 – CLYDE BERGEMANN GROUP AMERICAS, INC., MALVERN, PA

- PermaFlo brand replacement piping and related items.
- These goods are required for maintenance and repair of the conveyance line at the Lime Reclamation Facility.
- Clyde Bergemann Group Americas, Inc. is recommended as the Original Equipment Manufacturer (OEM) and sole source for the PermaFlo brand products, therefore this order was negotiated.
- The Department of Water recommends approval of this order.
- Initial encumbrance authority: \$20,000.00
- Authority to cover additional needs in the following periods:
 - 1/1/17 – 12/31/17 \$25,000.00
 - 1/1/18 – 12/31/18 \$25,000.00
 - 1/1/19 – 12/31/19 \$25,000.00

WATER – WATER UTILITY FIELD OPERATIONS

(E2) P1600831 – THE SAFETY COMPANY LLC dba M TECH COMPANY, CLEVELAND, OH

- One (1) Sreco brand sewer rodder body.
- This equipment is required to upfit a new chassis, which replaces City unit #2034 and will be disposed of in the best interest of the City of Dayton.
- Rates are in accordance with State of Ohio Term Schedule #800337 and index #STS670.
- The Department of Water recommends approval of this order
- Authority: \$64,794.00

WATER – WATER UTILITY FIELD OPERATIONS (CONTINUED)

E3) P1600832 – TRUCK COUNTRY OF INDIANA, INC. dba STOOPS FREIGHTLINER, HUBER HEIGHTS, OH

- One (1) 2016 Freightliner brand truck chassis.
- This chassis is required for a sewer rodder body, which replaces City unit #2034 and will be disposed of in the best interest of the City of Dayton.
- Rates are in accordance with the City of Dayton's RFP IFB 11037D.
- The City has standardized on Freightliner brand truck chassis, therefore this purchase was negotiated.
- The Department of Water recommends approval of this order.
- Authority: \$72,040.00

The aforementioned departments recommend approval of these orders.

CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION

For: Ammunition
 Dept./Div.: Police
 Requisition No.: 013A0AD6, 019DP6

IFB No.: 16029S
 Bids Opened: 11:00 A.M.; 3-17-2016

BIDDER NAME & STREET ADDRESS:			1 International Cartridge Corp.		2 Kiesler Police Supply, Inc.		3 Matre Arms & Ammunition		4 Vance Outdoors, Inc.		
CITY: STATE & ZIP: Recommended for Award:			Reynoldsville PA, 15851		Jeffersonville IN, 47130 X		Hamilton OH, 45013		Columbus OH, 43224		
QUALIFIES FOR LOCAL PREFERENCE?			NO		NO		NO		NO		
QUALIFIES FOR CERTIFIED PREFERENCE?			NO		NO		NO		NO		
LOCAL / CERTIFIED PREFERENCE A FACTOR IN AWARD?			NO		NO		NO		NO		
Item #	ITEM DESCRIPTION	QTY	U/M	UNIT COST	EXT. COST	UNIT COST	EXT. COST	UNIT COST	EXT. COST	UNIT COST	EXT. COST
PLEASE READ ALL BID/PROPOSAL RESPONSES TO ENSURE THAT ALL INFORMATION RECEIVED FROM VENDOR IS REVIEWED AND USED IN EVALUATION PROCESS											
1	Federal # LE223T1 223, 55gr.	200	Cases			\$256.00	\$51,200.00	\$149.00	\$29,800.00	\$5,800.00	\$0.00
2	Federal # BC223NT5 223, 42gr.	20	Cases			\$395.15	\$7,903.00	\$420.00	\$8,400.00	\$785.00	\$0.00
3	Federal # AE223REM 223, 55gr.	200	Cases			\$169.35	\$33,870.00	\$275.00	\$27,500.00		
4	Federal #P45HST2 230gr. .45 ACP	36	Cases			\$361.28	\$13,006.08	\$220.50	\$15,876.00		
5	Speer Lawman RHT #53395 155gr. .45 ACP	75	Cases			\$523.30	\$39,247.50	\$224.68	\$33,702.00		
6	Speer Lawman #53653 230gr. .45 ACP TMJ	153	Cases			\$270.96	\$41,456.88	\$132.05			
7	Remington LF129B00 / 20805 2 3/4 Frangible 12ga. 9 pellet	13	Cases			\$182.05	\$2,366.65	\$175.00	\$2,275.00		
8	Remington LF12SGS 2 3/4 Frangible Slug 12ga.	8	Cases			\$154.11	\$1,232.88	\$150.00	\$1,200.00		
9	Hornady #8270 .50 cal. BMG 750gr.	4	Cases					\$469.00	\$1,876.00	\$407.30	\$1,629.20
10	Federal #GM308M500 168gr. 308	6	Cases			\$339.76	\$2,038.56	\$174.00	\$2,610.00		
11	.223 Caliber, 55 grain (or comparable grain) frangible rifle	500	Rounds	\$0.685	\$342.50	\$395.15 p/case	\$395.15			\$0.66	\$330.00
12	.223 Caliber, 55 grain (or comparable) full metal jacket rifle	1500	Rounds	\$0.685	\$1,027.50	\$169.35 p/case	\$508.05	\$275.00	\$412.50	\$0.2552	\$382.80
13	45 ACP caliber, 155 or 175 grain (or comparable)	2000	Rounds	\$540.96 p/case	\$1,081.92	\$504.76 p/case	\$1,009.52	\$224.68	\$898.72	\$0.4468	\$893.60
14	9MM caliber, 100 grain (or comparable)	500	Rounds	\$0.423	\$211.500	\$380.50 p/case	\$380.50	\$182.76	\$182.76	\$0.368 / \$0.3648	\$184.00 / \$182.40
			TERMS:	Net 30 DEST		Net 30 DEST		Net 30 DEST		Net 30 DEST	
			FOB:								
			DELIVERY:	30 DAYS ARO		120-365 DAYS ARO		14-120 DAYS ARO		60-120DAYS ARO	

• = lowest bid X = vendor selected for award

THE FOLLOWING VENDORS WERE SOLICITED BUT DID NOT BID:

HRC
 Dayton OH 45402

- | | |
|---|---|
| 1. Black Hills Ammunition, Inc.
Rapid City, SD | 4. Midwest Survival Supplies LLC
Reynoldsville, PA |
| 2. Gunnersville Custom Firearms
Jamestown, OH | 5. PSG Firearms
Beavercreek, OH |
| 3. The Miami Armory
Dayton, OH | 6. Standard Law Enforcement Supply
Willoughby, OH |

CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION

For: TRIJICON BRAND WEAPON SIGHTS

Dept./Div.: POLICE / INVESTIGATIONS/ADMINISTRATIVE SERVICES

Requisition No.: 041DP6

No.:				1		2		3		4		5	
BIDDER NAME & STREET ADDRESS:				B & H PHOTO-VIDEO INC		BROWNELLS INC		KIESLER'S POLICE SUPPLY INC		MIDWAY USA		TRIJICON	
CITY: STATE & ZIP: Recommended for Award				NEW YORK NY 10001		GRINNELL IA 50112		JEFFERSONVILLE IN 47130 X		COLUMBIA MO 65203		STAFFORD VA 22554	
QUALIFIES FOR LOCAL PREFERENCE?				NO		NO		NO		NO		NO	
QUALIFIES FOR CERTIFIED PREFERENCE?				NO		NO		NO		NO		NO	
LOCAL / CERTIFIED PREFERENCE A FACTOR IN AWARD?				NO		NO		NO		NO		NO	
Item #	ITEM DESCRIPTION	QTY	U/M	UNIT COST	EXT. COST	UNIT COST	EXT. COST	UNIT COST	EXT. COST	UNIT COST	EXT. COST	UNIT COST	EXT. COST
<u>PLEASE READ ALL BID/PROPOSAL RESPONSES TO ENSURE THAT ALL INFORMATION RECEIVED FROM VENDOR IS REVIEWED AND USED IN EVALUATION PROCESS</u>													
1	Weapon Sights	58	Each	\$544.00	\$31,552.00	\$544.00	\$31,552.00	\$426.65	• \$24,745.70	\$544.00	\$31,552.00	\$639.00	\$37,062.00
TERMS: FOB: DELIVERY:				DEST		DEST		NET 30 DEST		DEST		DEST	

• = lowest bid X = vendor selected for award

2.

CITY OF DAYTON
CITY MANAGER'S REPORT

TO: City Manager Date April 20, 2016

FROM: Department of Economic Development Code 10000-2600-1159-41
Department/Division

(CHECK ONE)

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

Fund Title General Fund
Amount \$ \$42,940.00

Supplier/Vendor/Company/Individual:
NAME Carl Walker, Inc
ADDRESS 5136 Lovers Lane, Suite 200
Kalamazoo, MI 49002

Justification and description of purchase, contract or payment:

**COMPREHENSIVE EVALUATION OF THE CITY OF DAYTON'S
DOWNTOWN PARKING SYSTEM AGREEMENT**

The Department of Economic Development requests permission to enter into an agreement with Carl Walker, Inc in the amount of \$42,940.00 for a comprehensive evaluation of the City's downtown parking system. This amount includes an evaluation of the system, comparable cities analysis, stakeholder outreach & survey as well as an organizational analysis.

RFP No. 15059D Comprehensive Evaluation of The City of Dayton Ohio Downtown Parking System was solicited by Purchasing which sent notifications to thirty-one (31) vendors and posted the RFP on the City's website. Four proposal responses were received. After an eight person, multi-departmental committee evaluated the bids, Carl Walker, Inc. was unanimously chosen because they had the best combination of approach, price and expertise.

This Agreement will terminate upon expenditure of all funds provided or twenty (20) weeks after execution, whichever date is earlier. The Law Department has reviewed and approved the Agreement for form and correctness.

A Certificate of Funds is attached.

Approved Affirmative Action Program on File Yes No NA

Approved by City Commission _____
Clerk _____
Date _____

Division Keith Klein FOR FW.
Department Arnold Clements
City Manager

CERTIFICATE OF FUNDS

CT161421

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

 x New Contract Renewal Contract Change Order:

Contract Start Date	upon execution	
Expiration Date	20 weeks after execution	
Original Commission Approval	\$	42,940.00
Initial Encumbrance	\$	42,940.00
Remaining Commission Approval	\$	-
Original CT/CF		
Increase Encumbrance	\$	-
Decrease Encumbrance	\$	-
Remaining Commission Approval	\$	-

Required Documentation

- x Initial City Manager's Report
- x Initial Certificate of Funds
- x Initial Agreement/Contract

- Copy of City Manager's Report
- Copy of Original Certificate of Funds

Amount: <u> \$42,940 </u> Fund Code <u>10000 - 2600 - 1159 - 41 - - -</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: Carl Walker, Inc.

Vendor Address: 5136 Lovers Lane, Suite 200 Kalamazoo MI 49002
Street City State Zipcode + 4

Federal ID: 38-2622047

Commodity Code: 96150

Purpose: Evaluation of the downtown Dayton parking system with a focus on on-street parking

Contact Person: Jill Bramini Economic Development 4/8/2016
Department/Division Date

Originating Department Director's Signature: *Ford P. Weber*

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.

[Signature] 4-12-16
 Finance Director Signature Date

[Signature] 4/12/2016
 CF Prepared by Date

COMMISSION
 CT161421
 CF/CT Number
APR 20 2016
CALENDAR

**COMPREHENSIVE EVALUATION OF THE CITY OF DAYTON'S DOWNTOWN PARKING
SYSTEM AGREEMENT (RFP #15059D)**

THIS AGREEMENT is between the City of Dayton, Ohio ("City"), and Carl Walker, Inc ("Contractor") and is dated this ____ day of _____, 2016;

WITNESSETH:

WHEREAS, The City wishes to conduct an evaluation of the downtown Dayton parking system with a focus on on-street parking; and,

WHEREAS, The City solicited proposals from firms and determined Contractor prepared the best response; and,

WHEREAS, Contractor is qualified and available to provide the Services to the City.

NOW THEREFORE, in consideration of the promises contained in this Agreement ("Agreement"), the City and the Contractor agree as follows:

ARTICLE I. TERM

The Agreement shall commence upon execution by the City and it shall terminate upon expenditure of all funds provided herein or by December 31, 2016, whichever date is earlier.

The parties may mutually agree to extend the term of this Agreement to a later date. The Director of the Office of Economic Development is authorized to extend the term of this Agreement for the City.

ARTICLE II. SERVICES

Contractor shall provide all professional services necessary to complete the Services that are described in Attachment A, Scope of Services, which is incorporated herein by reference. All professional services and deliverables, including final presentations and reports, should be received by the City within 20 weeks of the execution of this agreement by the City.

ARTICLE III. COMPENSATION

The total remuneration in this Agreement shall not exceed \$42,940. The City shall pay for services in a lump sum upon satisfaction of completion of the services and delivery of the work product and after receipt of an invoice by the Contractor at the completion of the evaluation. The invoice shall state the invoice period, total amount requested and Services provided during the invoice period and be in accordance with the fee breakdown provided in Attachment B, Fee Breakdown, which is incorporated herein by reference. The City will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof.

ARTICLE IV. CITY'S RESPONSIBILITIES

The City will furnish to Contractor, at no cost or expense, all reports, records, data that might be necessary or useful to complete the Services required under this Agreement.

ARTICLE V. STANDARD OF CARE

Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional under similar circumstances. Contractor shall have no liability for defects in the Services attributable to Contractor's reliance upon or use of data or other information furnished by the City or third parties retained by the City.

If, during the one year period following completion of the Services, it is shown there is an error in the Services caused by Contractor's failure to meet such standards and the City has notified Contractor in writing of any such error within that period, Contractor shall perform, at no additional cost to the City, such Services within the original Project as may be necessary to remedy such error.

ARTICLE VI. LIABILITY AND INDEMNIFICATION

Contractor shall defend, indemnify, and hold harmless the City and its elected officials, officers, agents and employees, from and against all claims, losses, damages, and expenses for bodily injury, death, or third party property damage to the extent such claims, losses, damages, or expenses are caused by Contractor's negligent or willful acts, errors, or omissions.

This Article 6 shall survive termination of this Agreement.

ARTICLE VII. INSURANCE

During the term of this Agreement, Contractor shall maintain, at its sole cost and expense, no less than the following insurance issued by an insurance company authorized to conduct business in the State of Ohio and having an "A" rating or better by A.M. Best:

- (1) General Liability Insurance, having a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate.
- (2) Automobile liability insurance, having a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- (3) Employers' liability insurance, having a limit of \$500,000 for each occurrence.
- (4) Professional liability insurance, having a limit of \$1,000,000 annual aggregate.

Current certificates of insurance for all policies and concurrent policies required to be maintained by Contractor pursuant to this Article shall be furnished to the City. All such insurance policies, excluding Professional Liability Insurance, shall name the City and its elected officials, officers, agents, employees, and volunteers as additional insureds, but only to the extent of Contractor's legal liability and to the extent of the policy limits stated herein. All policies of insurance required hereunder shall contain a provision requiring a minimum of thirty (30) days advance written notice to the City in the event of cancellation or diminution of coverage. In the event of a claim, Contractor shall make copies of applicable insurance policies available for review by the City.

Contractor also shall maintain Workers' Compensation Insurance in such amounts as required by law for all employees, and shall furnish to the City evidence of same.

ARTICLE VIII. OWNERSHIP OF DOCUMENTS & INTELLECTUAL PROPERTY

Except as otherwise provided in this Agreement, documents and reports prepared by Contractor as part of the Services shall become the sole and exclusive property of the City upon payment. However, Contractor shall have the unrestricted right to their use.

Contractor shall retain its rights in pre-existing and standard scripts, databases, computer software, and

other proprietary property. Rights to intellectual property that is not specifically designed or created exclusively for the City in the performance of this Agreement shall also remain the property of Contractor.

ARTICLE IX. TERMINATION

This Agreement may be terminated by the City upon written notice in the event of substantial failure by Contractor to perform in accordance with the terms of this Agreement. Contractor shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the City.

Any such termination shall not relieve the vendor of any liability to the City of damages sustained by virtue of any breach by the vendor. The City will be under no further monetary obligation or commitment to the vendor. The Cities may terminate his Contractor at any time upon thirty (30) days written notice to the vendor.

ARTICLE X. STANDARD TERMS

A. DELAY IN PERFORMANCE

Neither the City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either the City or Contractor under this Agreement.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

B. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws.

C. COMMUNICATIONS

Any written communication or notice required or permitted by this Agreement shall be made in writing and shall be delivered personally, sent by express delivery, certified mail or first class U.S. mail, postage pre-paid to the address specified below:

Contractor: Carl Walker, Inc
5136 Lovers Lane, Suite 200, Kalamazoo, Michigan 49002
Andy Miller
amiller@carlwalker.com / 269.381.2222

City: City of Dayton, Office of Economic Development
101 West Third Street, Dayton Ohio 45402
Monica Jones
Monica.jones@daytonohio.gov / 937.333.3663

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Contractor and the City.

D. EQUAL EMPLOYMENT OPPORTUNITY

Contractor 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.

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

E. WAIVER

A waiver by the City or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect the waiving party's rights with respect to any other or further breach.

F. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void, unenforceable, invalid or illegal provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision, which is of the essence of this Agreement, be determined void.

G. INDEPENDENT CONTRACTOR

By executing this Agreement for professional services, Contractor acknowledges and agrees that it will be providing services to the City as an "independent contractor." As an independent contractor for the City, Contractor shall be prohibited from representing or allowing others to construe the parties' relationship in a manner inconsistent with this Article. Contractor shall have no authority to assume or create any obligation on behalf of, or in the name of the City, without the express prior written approval of a duly authorized representative of the City.

Contractor, its employees and any persons retained or hired by Contractor to perform the duties and responsibilities under this Agreement are not City employees, and therefore, such persons shall not be entitled to, nor will they make a claim for, any of the emoluments of employment with the City of Dayton. Further, Contractor shall be responsible to withhold and pay, or cause such agents, contractors and sub-contractors to withhold and pay, all applicable local, state and federal taxes.

Contractor acknowledges its employees are not public employees for purposes of Ohio Public Employees Retirement System ("OPERS") membership.

H. ASSIGNMENT

Contractor shall not assign any rights or duties under this Agreement without the prior written consent of the City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Contractor from employing independent consultants, associates, and subcontractors to assist in the performance of the Services.

I. THIRD PARTY RIGHTS

Except as expressly provided in this Agreement, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

J. AMENDMENT

The parties may mutually agree to amend this Agreement. However, no such amendment shall be effective unless it is reduced to a writing, which references this Agreement, executed by a duly authorized representative of each party and, if applicable or required, approved by the Commission of the City of Dayton, Ohio.

THIS SECTION OF THE PAGE LEFT BLANK INTENTIONALLY

K. POLITICAL CONTRIBUTIONS

Contractor affirms and certifies that it complies with Ohio Revised Code § 3517.13 limiting political contributions.

L. INTEGRATION

This Agreement represents the entire and integrated agreement between the City and Contractor. This Agreement supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the City and Contractor, each by a duly authorized representative, have executed this Agreement on the date first written above.

CITY OF DAYTON, OHIO

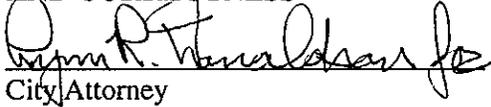
CARL WALKER, INC

City Manager

By: _____

Title: _____

**APPROVED AS TO FORM
AND CORRECTNESS**



City Attorney

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

_____, 2016

Min./Bk. _____ Pg. _____

Clerk of Commission

ATTACHMENT A: SCOPE OF SERVICES

The Contractor shall perform a comprehensive evaluation of the City's on-street Parking System and make recommendations on how to be more efficient, effective, and customer focused moving forward. The evaluation should focus on on-street metered parking but solutions may incorporate off-street structured parking.

The findings and recommendations of this evaluation shall be communicated through a final written report and may include presentations to City leadership. The report should be succinct, include charts and/or graphics and be easy to read.

Minimum requirements for this evaluation and final report shall include, but are not limited to:

- Assess current parking policies. Identify areas of opportunities to better maximize usage and encourage downtown patronage.
- Evaluate and analyze current parking demands, and identify current public shortfalls, as well as provide a parking utilization assessment of the current level of usage. Identify peak demand and periods of the day when parking is at low demand.
- Evaluate/ identify a wayfinding system or software program to allow users to identify and pay for available parking spaces from a smart-phone application or website.
- Evaluate parking rates.
- Determine needed future deployment of parking meters, including options for incorporating existing meters, assessing the footprint of parking meters, and setting forth a strategy for purchasing new meters.
- Recommendations for accommodating downtown special events, construction, delivery zones, and accidents.
- Recommend national and international best practices for on-street and off-street parking, enforcement, integration with other modes of travel, and urban design principles.
- Identify a range of parking enforcement alternatives including
 - Estimated lifecycle costs
 - Functionality of the alternative
 - Ease of use of the alternative
 - Transition costs associated with switching to the alternative
- Evaluate the software and physical communication and information transfer between issuing citations and collecting ticket fines identifying solutions and national and international best practices that can be implemented.
- Evaluate coin collection, storage, & deposit practices, comparing them to industry best practices.
- Methods and strategies for implementation of recommendations and corresponding timeline(s).

The City is relying on the consultant's professional expertise in analyzing these factors and any others that are pertinent to evaluating parking characteristics.

ATTACHMENT B: FEE BREAKDOWN

Personnel Hourly Rate	Andy Miller	Jon Forster	Temporary Personnel	Totals
	\$140	\$122	\$35	
Hours				
Basic Evaluation	84	92	20	196
Comparable Cities Analysis	20	6		26
Stakeholder Outreach / Survey	26	20		46
Organizational Analysis	32	12		44
				312 hours
Cost				
Basic Evaluation	\$11,760	\$11,224	\$700	\$23,684
Comparable Cities Analysis	\$2,800	\$732		\$3,532
Stakeholder Outreach / Survey	\$3,640	\$2,440		\$6,080
Organizational Analysis	\$4,480	\$1,464		\$5,944
				\$39,240
			Evaluation Fee	\$39,240
			Reimbursables	\$3,700
	TOTAL EVALUATION FEE			\$42,940

CITY OF DAYTON
CITY MANAGER'S REPORT

TO: City Manager

Date April 20, 2016

FROM: Department of Economic Development
Department/Division

Code 40024-2600-1159-31

(CHECK ONE)

Fund Title Community Development Projects

Amount \$ 20,000 (through 12-31-2017)

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

Supplier/Vendor/Company/Individual:

NAME City Wide Development Corp.
 ADDRESS 8 N. Main Street
Dayton, OH 45402

Justification and description of purchase, contract or payment:

The Department of Economic Development recommends approval of a First Amendment to the Professional Services Agreement with CityWide Development Corporation (CWDC).

The original Agreement was for \$180,000 and will expire December 31, 2017. This First Amendment will add \$20,000 to the Agreement, bringing the contract total to \$200,000 and allow CWDC to undertake the strategic demolition of documented nuisance properties.

The Department of Law has reviewed and approved this Amendment as to form and correctness. The Amendment will commence upon execution by the City and expire December 31, 2017.

A Certificate of Funds is attached.

Approved Affirmative Action Program on File Yes No NA

Approved by City Commission

Clerk

Date

Division Paul P. Weber

Department Samuel J. Clemens
City Manager

CERTIFICATE OF FUNDS

CT161076

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

_____ New Contract _____ Renewal Contract x Change Order:

Contract Start Date	01/14/15
Expiration Date	12/31/17
Original Commission Approval	\$ 180,000.00
Initial Encumbrance	\$ 180,000.00
Remaining Commission Approval	\$ -
Original CT/CF	CT151076
Increase Encumbrance	\$ 20,000.00
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> x </u>	Copy of City Manager's Report
<u> x </u>	Copy of Original Certificate of Funds

Amount: <u> \$ 20,000.00 </u> SEQ#2 Fund Code <u>40024 - 2600 - 1159 - 31 - - -</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>	Amount: _____ 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: _____ 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: _____ 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: City Wide Development Corp

Vendor Address: 8 N. Main Street Dayton Ohio 45402
Street City State Zipcode + 4

Federal ID: 31-0821189

Commodity Code: 95605

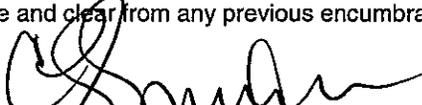
Purpose: Professional Services Agreement to create strategic direction for revitalization of the business district and a comprehensive community development plan for Wright-Dunbar, while conducting all field work associated with strategic development of the Wright-Dunbar neighborhood.

Contact Person: Jill Bramini Economic Development 4/8/2016
Department/Division Date

Originating Department Director's Signature: _____

SECTION II - to be completed by the Finance Department

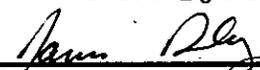
I hereby certify that the amount of money required to meet the payment(s) called for in the aforesaid request have been lawfully appropriated for such purpose and is in the Treasury, or in the process of collection, to the credit of the fund from which it is to be drawn free and clear from any previous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



Finance Director Signature

4-12-16

Date



CF Prepared by



4/12/2016

Date

CT161076

CONTRACT NUMBER

APR 20 2016
CALENDAR

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
CITYWIDE DEVELOPMENT CORPORATION**

THIS FIRST AMENDMENT is made and entered between the City of Dayton, Ohio (“City”), a municipal corporation in and of the State of Ohio, and Citywide Development Corporation (“Consultant”), with an office located at 8 North Main Street, Dayton, Ohio 45402.

WITNESSETH THAT:

WHEREAS, On December 23, 2014, the City and Consultant entered into a Professional Services Agreement (“Agreement”) for professional services related to community development, real estate development and ongoing real estate management in the Wright-Dunbar; and,

WHEREAS, In order to accommodate the City’s need for additional services, both parties have agreed to amend the contract.

NOW THEREFORE, in consideration of the promises contained herein the City and Consultant agree to amend the Agreement as follows:

1. Paragraph A of Article 1, Funding and Term of Contract, is deleted in its entirety and replaced with the following:

The City shall make available to the Consultant funds in an amount not to exceed TWO HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$200,000.00) for the professional services detailed in Article 2 – Scope of Services. These funds will be distributed SIXTY THOUSAND DOLLARS AND ZERO CENTS (\$60,000.00) for year one and SEVENTY THOUSAND DOLLARS AND ZERO CENTS (\$70,000.00) for year two and SEVENTY THOUSAND DOLLARS AND ZERO CENTS (\$70,000.00) for year three.

2. Paragraph C of Article 2, Scope of Services, is deleted in its entirety and replaced with the following:

The Consultant shall manage the renovation of Building F in the Bucher-Woodrow complex into eight (8) units of affordable housing, the strategic demolition of documented nuisance properties as well as create development option scenarios for Rubenstein and Marietta Flats or other properties based on opportunities.

3. Except as amended herein, all other provisions of the Agreement, remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed, each by a duly authorized representative, on the day and date set forth below.

CITY OF DAYTON, OHIO

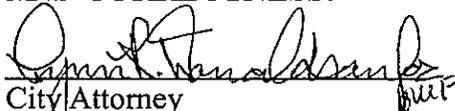
CITYWIDE DEVELOPMENT CORPORATION

City Manager

By: _____

APPROVED AS TO FORM AND CORRECTNESS:

Its: _____



City Attorney

APPROVED BY THE COMMISSION OF THE CITY OF DAYTON, OHIO

_____, 2016

Min./Bk. _____ Pg. _____

Clerk of the Commission

THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Third Amendment to Professional Services Agreement is between the City of Dayton, Ohio (“City”), a municipal corporation in and of the State of Ohio, and Development Projects, Inc., (“DPI”), an non-profit corporation in the State of Ohio and having its principal offices located at 900 Kettering Tower, Dayton, OH 45423.

WITNESSETH THAT:

WHEREAS, On January 22, 2014, the Commission of the City of Dayton, Ohio approved a Professional Services Agreement (CT14-0831) (“Agreement”) for \$50,000 between the City and Development Projects, Inc. (DPI) to manage and administer the activities of the Dayton Regional Israel Trade Alliance (DRITA); and,

WHEREAS, On December 10, 2014, the Commission of the City of Dayton, Ohio approved a First Amendment to Professional Services Agreement for an additional \$50,000 and extended the contract expiration to December 31, 2015; and,

WHEREAS, On December 28, 2015, the City Manager of the City of Dayton, Ohio approved a Second Amendment to Professional Services Agreement to extend the contract term to December 31, 2017; and,

WHEREAS, The City’s Department of Economic Development identified a continued need for certain professional services to further economic and business development with Israeli companies; and,

WHEREAS, DPI is the public contracting affiliate of the Dayton Development Coalition, organized for the purpose of promoting regional economic development in partnership with local, regional, state, and federal government agencies; and,

WHEREAS, DPI represented that it is a skilled, experienced, and competent consulting firm, with the personnel to perform the professional services set forth hereinafter; and,

WHEREAS, In order to accommodate the City’s need for additional development services, City and DPI have determined that the Agreement should be modified to provide additional funding.

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

1. The first sentence of Article 3 of the Agreement shall be deleted and replaced with the following: “Total compensation under this Agreement shall not exceed Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) for the Development Services provided herein.”

2. Except as amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the City and DPI, each by a duly authorized representative, have executed this Third Amendment on the date below.

CITY OF DAYTON, OHIO

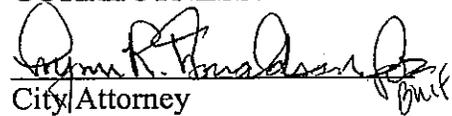
DEVELOPMENT PROJECTS, INC.

City Manager

By: _____

Its: _____

**APPROVED AS TO FORM AND
CORRECTNESS:**


City Attorney

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

_____, 2016

Min./Bk. _____ Pg. _____

Clerk of the Commission

CITY OF DAYTON
CITY MANAGER'S REPORT

TO: City Manager

Date April 20, 2016

FROM: Aviation / Operations
Department/Division

Code 51000-3210-1159-43 - Expense

(CHECK ONE)

Fund Title Aviation Operating (2016)

Amount \$ 14,850 (4,950 per year for 3 years)

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

Supplier/Vendor/Company/Individual:
 National Audubon Society, Inc. d.b.a.
 NAME Aullwood Audubon Center and Farm
 ADDRESS 1000 Aullwood Road
Dayton, Ohio 45414

Justification and description of purchase, contract or payment:

Study and Limited Maintenance of Tallgrass Prairies at the Dayton International Airport

The Department of Aviation requests permission to enter into an agreement with the National Audubon Society, Inc. through its Aullwood Audubon Center and Farm Office for the Study and Limited Maintenance of Tallgrass Prairies at the Dayton International Airport. In collaboration with Aullwood Audubon Center and Farm, the Airport is embarking on a scientific study to help the aviation industry better manage wildlife hazards to aircraft and reduce the Airport's Carbon Footprint. As part of the Airport's Sustainability program, the Airport is developing ~270 acres of agricultural land into Native Warm Season Grass Prairies. This resilient habitat is designed to deter migratory waterfowl hazardous to aviation, offset over 25% of the direct emissions from the Airport owned facilities, and enhance the habitat of small song birds most affected by climate change.

Under the agreement, Aviation will pay \$4,950 per year over the next three years. Aullwood will supply the labor and scientific expertise to develop the scientific study, gather the observational data and develop an annual report. Aullwood will also guide the Airport on the proper management of the prairies. They will use their expertise to determine when to implement a controlled burn or recommend mowing. If a controlled burn is implemented, Aullwood will coordinate the burn under the supervision of a State of Ohio Certified Burn Manager.

This Agreement has been reviewed by the Department of Law as to form and correctness. A copy of the Certificate of Funds, in the amount of \$4,950, for 2016 is attached.

Approved Affirmative Action Program on File Yes No NA

Approved by City Commission

Clerk

Date

Division
[Signature]

 Department
[Signature]

 City Manager



**THE STUDY AND LIMITED MAINTENANCE OF TALLGRASS PRAIRIES
AT THE
DAYTON INTERNATIONAL AIRPORT**

THIS STUDY AND LIMITED MAINTENANCE AGREEMENT, ("Agreement") is made this _____ day of _____, 2016 between the City of Dayton, Ohio ("City"), a municipal corporation and political subdivision in and of the State of Ohio, and the National Audubon Society, Inc., through its Aullwood Audubon Center and Farm Office ("Aullwood"), a New York non-profit corporation.

WITNESSETH THAT:

WHEREAS, City owns and operates the improved real property, known and referred to as the James M. Cox Dayton International Airport ("Airport"), situated in the City of Dayton, counties of Montgomery and Miami and State of Ohio;

WHEREAS, City owns certain real property adjacent to the Airport, which is located in Butler Township, county of Montgomery and State of Ohio ("Premises");

WHEREAS, Aullwood undertakes activities that increase understanding and preservation of natural resources;

WHEREAS, Aullwood provides the scientific expertise to identify, monitor, and evaluate bird populations associated with various habitats;

WHEREAS, Aullwood desires the expansion of tallgrass prairies as part of its mission;

WHEREAS, Aullwood desires to develop and coordinate a study of the bird populations associated with the tallgrass prairies and evaluate the associated wildlife hazard to aviation,

WHEREAS, Aullwood planted and developed a tallgrass prairie on the property at the corner of Frederick Pike and National Road (S.R. 40) owned by the City;

WHEREAS, City is establishing 270 ± acres in tallgrass prairies as an alternative ground cover on several parcels adjacent to the established prairie parcel and along S.R. 40 to Peter's Pike; and

WHEREAS, City deems it advantageous to itself, to the operation of the Airport and in the best interest of the public to evaluate various land covers, including tallgrass prairie, mowed turf grass, agricultural crops, and monoculture switchgrass as a wildlife hazard attractant/deterrent;

NOW, THEREFORE, in consideration of the mutual agreements herein contained and the mutual benefits to be derived, **IT IS AGREED AS FOLLOWS:**

ARTICLE I – SCIENTIFIC STUDY

The City is establishing 270 ± acres in tallgrass prairies as an alternative ground cover on several parcels adjacent to the established prairie parcel and along S.R. 40 to Peter's Pike. For the duration of this Agreement, Aullwood agrees to study the bird populations over the various land covers that are associated with the Airport. The main purpose is to demonstrate the value of native warm season tallgrass prairies to reduce bird strike incidents. Additional benefits may include the reduction of carbon emissions from airport operations and a reduction of airport operations and maintenance cost.

Aullwood has developed a surveying protocol to observe and record bird populations at 14 fixed point observation locations outside of the Airport perimeter. The **Bird Survey Protocols at DAY (Dayton International Airport)** and a map of the surveying locations may be found in Appendix A.

- A. **PERSONNEL:** To facilitate the study, Aullwood will provide the personnel necessary to complete the study as described in Appendix A.
- B. **ANNUAL REPORT:** Aullwood will collect, document and tabulate the data and develop it into an Annual Report. The Annual Report will be due on or before December 31st of each calendar year the agreement is in effect.
- C. **FINAL REPORT:** At the conclusion of the study period, Aullwood, in conjunction with Mississippi State University, will complete a Final Report suitable for publication in a peer review journal. Final payment to Aullwood will be contingent on the completion of an acceptable Final Report.
- D. **TRAINING:** It is anticipated and encouraged that Aullwood may use volunteers to complete much of this work. Coordination and training of the volunteers remains the responsibility of Aullwood. Aullwood will notify the airport of all volunteers participating in the surveys. When conducting surveys, surveyors will wear brightly colored safety vests and clearly display a City-issued Dayton International Airport permit in their vehicles.

ARTICLE II – LIMITED MAINTENANCE OF PRAIRIE

As stated above, the City is establishing 270 ± acres in tallgrass prairies as an alternative ground cover on several parcels adjacent to the established prairie parcel and along S.R. 40 to Peter's Pike. As part of this Agreement, Aullwood will use their expertise to determine the appropriate time to implement a controlled burn on the established (140 ± acres) and establishing tallgrass prairies (270 ± acres).

- A. If a controlled burn is to be implemented, Aullwood will coordinate the burning of the prairies under the supervision of a State of Ohio Certified Burn Manager. Aullwood will comply with all Local, State and Federal regulations when implementing a controlled

burn. Aullwood will also secure all appropriate permits and notify the appropriate agencies, including, but not limited to, the Regional Air Pollution Control Agency, Butler Township Fire Department, City of Vandalia, Five Rivers Metro Parks, DAY Operations, DAY Aircraft Rescue and Fire Fighting, DAY/FAA Air Traffic Control Tower, and additional agencies as necessary to comply with the regulations.

- B. If Aullwood recommends that a parcel should be mowed rather than burned, the City may elect to mow such parcel at its discretion.
- C. Aullwood will be responsible for maintaining access to the fixed point observation locations.
- D. Additional maintenance, such as shrub clearing along fence rows, is not included in this agreement.

ARTICLE III – USE OF PREMISIS

- A. Aullwood is granted a right of entry onto the Premises for purposes consistent with this Agreement.
- B. Aullwood shall not engage in any commercial activity, including but not limited to, nursery or farming activities at or from the Premises. Educational use and research activities shall not constitute a commercial activity.
- C. This agreement shall not be considered a Lease, and therefore, Aullwood's access to the Prairies and fixed point observation locations described in Appendix A is limited to the Study, educational use and maintenance of the Prairies as described above in Articles I and II.
- D. Aullwood shall not do or permit anything to be done on or about the Premises that may or will conflict with and/or violate any applicable law, ordinance, rule or regulation issued by any competent governmental authority. Aullwood shall not use or allow others to use the Premises for any improper, immoral or unlawful purpose.
- E. Aullwood shall, upon termination of this Agreement, remove any personal property situated upon the Premises and repair any damage or injury resulting from such removal, and deliver the Premises to City in good condition.
- F. Aullwood shall repair or pay for any and all damages to City and its property caused by any wrongful, intentional and/or negligent acts or omissions of Aullwood, its agents, employees, contractors, volunteers, guests and/or invitees arising out of Aullwood's use of the Premises.
- G. Aullwood shall not erect or allow others to erect any billboards or advertising signs on the Premises, unless Aullwood obtains the City's prior written consent.

- H. Aullwood is prohibited from developing the Premises for any commercial use and prohibited from constructing any permanent physical improvements upon the Premises.
- I. Notwithstanding any other provision of this Agreement, nothing contained in this Agreement shall prohibit City from granting easements, selling or otherwise deeding right-of-way to other entities.

ARTICLE IV - TERM

- A. This Agreement shall commence upon execution of the City and it shall terminate on December 31, 2018 (“Initial Term”).
- B. Upon mutual agreement, this Agreement may be renewed for a maximum of two (2) renewal periods of one (1) year each ((each a renewal period). Aullwood shall notify the City not more than ninety (90) days and not less than thirty (30) days prior to the end of the then current term of its desire to renew this Agreement. Renewals may only be exercised individually for single calendar year periods, and no such renewal shall be effective unless it is reduced to a writing, approved by the City’s Director of Aviation, executed by a duly authorized representative of the City and Aullwood and, if required or applicable, approved by the Commission of the City of Dayton. Aullwood understands and agrees that failure to provide written notice of its intent to renew this Agreement in strict compliance with the terms set forth in this Subsection B shall automatically void this renewal provision.

ARTICLE V - FEE

- A. The City shall pay Aullwood an annual fee of Four Thousand Nine Hundred Fifty Dollars (\$4,950) for each calendar year during the Initial Term of this agreement and any exercised renewal periods. The fee shall be payable in two installments of Two Thousand Four Hundred Seventy-Five Dollars (\$2,475) each, the first installment due at the beginning of each term and the second installment of Two Thousand Four Hundred Seventy-Five Dollars (\$2,475) within thirty (30) days of receipt and acceptance by the City of the Annual Report.
- B. The City shall make payments to Aullwood at the following address:

National Audubon Society, Inc.
225 Varick Street
7th Floor
New York, New York 10014

ARTICLE VI - NON-DISCRIMINATION

- A. Aullwood, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, religion, sex, ancestry, national origin, place of birth, age, marital status, sexual orientation or handicap shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities, (2) in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, religion, sex, ancestry, national origin, place of birth, age marital status, sexual orientation or handicap shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) Aullwood shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 and as said regulations as may be amended.

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

- C. In the event of breach of any of the above non-discrimination covenants, City shall have the right to terminate this Agreement and to re-enter and repossess said land and any facilities thereon, and hold the same as if said Agreement had never been made or issued. Notwithstanding, it is agreed that nothing herein contained shall prevent Aullwood from exhausting all administrative and/or judicial remedies available to Aullwood in resisting or defending against any claims or claim of noncompliance with Subsection A above.

ARTICLE VII - INSURANCE AND INDEMNITY

- A. Aullwood shall defend, indemnify, save and hold harmless City and its elected officials, officers, agents and employees from and against any and all claims and actions based upon or arising out of Aullwood's use of the Premises, Prairie Maintenance and Scientific Study.

- B. Aullwood shall, at Aullwood's expense, cause all claims and actions based upon or arising out of Aullwood's use of the Premises, Prairie Maintenance and Scientific Study to be cancelled or discharged of record and shall save and hold harmless City from and against

any and all costs, expense, claims, losses or damages, including reasonable counsel fees, resulting therefrom or by reason thereof.

- C. Aullwood shall, at its expense, maintain with an insurance company authorized to do business in the State of Ohio and having at least an "A" rating by A. M. Best, comprehensive general liability insurance in a sum of not less than One Million Dollars (\$1,000,000.00) combined single limit for bodily injury and property damage. Current certificate(s) of insurance for each policy or concurrent policies required to be maintained by Aullwood shall be furnished to City. All such policies shall name the City of Dayton, its elected officials, officers, agents, employees and volunteers as additional insureds and provide that the City shall be entitled to written notice of cancellation and/or diminution of coverage at least thirty (30) days prior to the effective date of such action.

ARTICLE VIII - TERMINATION BY AULLWOOD

- A. In addition to all other remedies available under this Agreement or at law, Aullwood may terminate this Agreement if City defaults in the performance of any material covenant or promise required to be performed by it hereunder, and City fails to remedy such default and/or take prompt action to remedy such default within thirty (30) days after written notice to remedy same. However, if by reason of the nature of such default it cannot be remedied within the thirty day period, then Aullwood may only terminate this Agreement if City fails to commence the remedying of such default within the thirty (30) days following Aullwood's written demand or, having so commenced, fails thereafter to continue with diligence the remedying thereof.
- B. Aullwood may terminate this Agreement, without cause, upon giving City thirty (30) days advance written notice.

ARTICLE IX - TERMINATION BY CITY

- A. In addition to all other remedies available to City under this Agreement or at law, City may terminate this Agreement in the event any one or more of the following events occur:
1. If Aullwood is divested of its rights, powers and privileges under this Agreement by operation of law;
 2. If Aullwood defaults in the performance or observance of any term or condition of this Agreement to be performed or kept by it, and Aullwood fails to remedy such default and/or take prompt action to remedy such default within thirty (30) days after written notice to remedy same; or
 3. Violations by Aullwood, its agents or employees, of applicable laws, ordinances, codes, rules and regulations issued by any competent governmental authority, or revocations of permits or licenses required in the performance of this Agreement, if the same shall not be corrected or action

taken to correct, within thirty (30) days after Aullwood's receipt of written notice, which shall state in detail the violation.

- B. City may terminate this Agreement, without cause, upon giving Aullwood thirty (30) days advance written notice.

ARTICLE X - HOLDING OVER

Upon termination of this Agreement, Aullwood shall promptly cease access and abandon the Premises. This includes access to the fixed point observation locations as described in Appendix A. Any such holding over shall constitute trespass. This Article shall survive termination of this Agreement.

ARTICLE XI - INVALID PROVISIONS

In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision herein contained shall not constitute a material breach of this Agreement; provided that the validity of any such covenant, condition or provision does not materially prejudice either the City or Aullwood in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

ARTICLE XII - WAIVER

- A. No waiver by either party of any provisions of this Agreement shall be deemed to have been made unless expressed in writing and signed by duly authorized representative of City or Aullwood, as the case may be. Further, no waiver by either party of any of the terms, conditions, covenants or promises of this Agreement or noncompliance therewith shall be deemed a waiver at any time thereafter of the same or any other term, condition, covenant or promise nor of the strict and prompt performance thereof by the other. Payment by City shall not be deemed a waiver of such breach.
- B. It is agreed that each and all of the rights, powers, options or remedies given to each party by this Agreement are cumulative and no one of them shall be exclusive of the other or exclusive of any remedies provided by law except as specifically provided herein and that the exercise of one right, power, option or remedy by either party shall not impair its right or any other right, power, option or remedy, except as specifically provided herein.

ARTICLE XIII – INDEPENDENT CONTRACTOR

- A. By executing this Agreement, Aullwood acknowledges and agrees that it will be providing services to the City as an “independent contractor.” As an independent contractor for the City, Aullwood shall be prohibited from representing or allowing others to construe the parties’ relationship in a manner inconsistent with this subsection. Aullwood and its employees, agents, sub-contractors and consultants shall have no authority to assume or

create any obligation on behalf of, or in the name of the City, without the express prior written approval of a duly authorized representative of the City.

- B. Aullwood and its employees, agents, contractors and consultants performing the services, duties and/or responsibilities under this Agreement are not City employees, and therefore, such persons shall not be entitled to, nor will they make a claim for, any of the emoluments of employment with the City of Dayton. Further, Aullwood shall be responsible to withhold and pay, or cause such sub-contractors, agents and consultants to withhold and pay, all applicable local, state and federal taxes. Aullwood acknowledges its employees are not public employees for Ohio Public Employees Retirement System purposes.

ARTICLE XIV - GENERAL PROVISIONS

- A. The term City, as used in this Agreement, means the City of Dayton, Ohio and where this Agreement speaks of approval and consent by City, such approval is understood to be manifested by act of City's Director of Aviation, except as otherwise expressly stated in this Agreement. Whenever in this Agreement the approval or consent of City is required, such approval or consent shall not be unreasonably withheld, conditioned or delayed.
- B. Notices to City provided for in this Agreement shall be sufficient if sent by certified mail, postage prepaid, addressed to:

James M. Cox Dayton International Airport
3600 Terminal Drive, Suite 300
Vandalia, Ohio 45377
Attn: Director of Aviation

or such other address as City shall direct in writing.

- C. Notices to Aullwood provided for in this Agreement shall be sufficient if sent by certified mail, postage prepaid, addressed to:

National Audubon Society, Inc.
225 Varick Street
7th Floor
New York, New York 10014
Attn: General Counsel

or such other address as Aullwood shall direct in writing.

- D. Each party represents that it has carefully reviewed the terms and conditions of this Agreement and is familiar with such terms and conditions and agrees faithfully to comply with the same to the extent to which said terms and conditions apply to its activities as authorized and required by this Agreement.

- E. Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. In this Agreement, unless the context otherwise requires, the terms "hereby", "herein", "hereof", "hereto", "hereunder" and any similar terms used in this manner refer to this Agreement. All section references, unless otherwise expressly indicated, are to sections in this Agreement. Any references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with this Agreement.
- F. By execution of this Agreement, Aullwood irrevocably submits to the original jurisdiction of the courts located within the County of Montgomery, State of Ohio, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement.
- G. Aullwood (and any person claiming by or through Aullwood) shall look solely to legally available Airport discretionary funds for enforcement of any liability of the City under this Agreement, and not any other funds or assets of the City of Dayton whatsoever. "Airport discretionary funds" do not include federal, state and/or local grant and earmark funds (i.e. AIP grants) or other Airport revenues or funds that may only be used or must be held for specific purposes (i.e. landing fees, customer and passenger facility charges, bond funds and/or bond reserve funds).
- H. Neither Aullwood nor any contractor of Aullwood shall be entitled to claim any exemption from sales or use taxes or similar taxes by reason of the City's ownership of fee title to the Premises.
- I. The parties may amend or modify this Agreement, at any time, provided that such amendment or modification makes specific reference to this Agreement, is executed in writing, and signed by a duly authorized representative of each party.
- J. This Agreement represents the entire and integrated agreement between City and Aullwood relating to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous communications, representations, understandings, agreements or contracts, whether oral or written, relating to the subject matter of this Agreement.
- K. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws.
- L. Political Contributions. Aullwood affirms and certifies that it complies with Ohio Revised Code § 3517.13 limiting political contributions.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers.

NATIONAL AUDUBON SOCIETY, INC.

By: Mary Beth H

Title: VP, CFO

FID No.: 13-1624102

CITY OF DAYTON, OHIO



City Manager

Date

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

_____, 2016

Min./Bk. _____ Pg. _____

Clerk of the Commission

APPROVED AS TO FORM AND CORRECTNESS:

 [Signature]
City Attorney SP/S BMLF

EXHIBIT A

Bird Survey Protocols at DAY (Dayton International Airport)

Collaboration between DAY, Aullwood and Mississippi State University

Revision: 7/2/15

Purpose: To reduce the number of bird strikes with airplanes at the Dayton International Airport and create grasslands for threatened bird species.

Question 1: Which habitat type or vegetated land management approach (established prairie, Switchgrass, developing prairie, cropland or airfield turf) most reduces hazardous wildlife (birds) to airplane interactions?

Hypothesis 1: Native warm season grass prairies and Switchgrass habitats will deter large hazardous birds more than cropland or airfield turf.

Question 2: Which habitat type or vegetated land management approach (established prairie, Switchgrass, developing prairie, cropland or airfield turf) will support a greater diversity of birds, especially threatened species?

Hypothesis 2: Native warm season grass prairies will support a greater diversity of bird species, including grassland birds, compared to Switchgrass, developing prairie, cropland and airfield turf habitats.

Methods

(Modified from Breeding Bird Survey protocols)

- Stop at 2 fixed point observation locations (FPOL) within each habitat type (exact location based on accessibility) – **Total of 14 plots to survey**
 - o Established Prairie – survey at two opposite corners of the prairie
 - o Developing Prairie – survey at two different parcels
 - o Switchgrass Plots – survey at each of the two different Switchgrass plots
 - o Corn Fields – survey at two different parcels
 - o Soybean Fields – survey at two different parcels
 - o Airfield Turf – grass 6-10" tall; survey the two Control plots for the Switchgrass survey
 - o Runway Fields – grass 6-8" tall; survey two fields at the end of each runway
- Stop at each FPOL, move to **designated recording location** and for **5 minutes** record the following:
 - o Species observed by sight and sound
 - **Record only those birds seen or heard during the 5 minutes IN THE PLOT**
 - **Record any birds seen on the tree line, outside the plot, on fence in the Comments section of the data sheet**
 - **Do NOT record birds you know are there, but didn't see that time**
 - o Count – number of individuals seen per species

- Estimates should only be used for flocks too large to count; indicate this was a flock on data sheet
 - **Do NOT double count birds.** If the bird flies into the site, back out and then in again, it still only counts as one bird.
 - Altitude – height bird is located off the ground and note direction flying
 - Comments:
 - Nesting Confirmation – nest spotted, young, young being fed
 - Note if a species is flying over the plot and direction headed
 - Unusual species seen – record details of the observation
 - Note any mammals seen
- Recording data
 - Binoculars, eye sight and hearing may be used to locate birds; no spotting scopes
 - NO METHODS OF COAXING THE BIRDS SHOULD BE USED – no “spishing” or audio playbacks are permitted to attract birds
 - At least ONE person will be observing each week
 - If enough volunteers are available, we will have **two INDEPENDENT** observers surveying simultaneously each week
- Acceptable Weather for Surveys
 - Monitor under the following conditions: good visibility, little/no precipitation, light winds
 - Do NOT monitor if: fog, steady drizzle or rain
 - When surveying before sunrise, if you cannot see a bird across the plot, wait until you can see the bird and then survey.
- Frequency and Duration of Surveys
 - Surveys conducted weekly (4 days per month), starting 30 minutes before sunrise
 - Survey will occur on **ONE** of the following days each week: Friday, Saturday, Sunday or Monday
 - Surveys conducted from April to September
 - In 2015, survey will begin week of June 21 to coincide with the planting of Switchgrass and prairie plots
 - Survey twice a month (2 days), starting 30 minutes before sunrise
 - Surveys conducted from October to March
- Survey Route
 - Each week, the route will be altered to follow one of four established orders. The specific routes will be assigned based on a random number table.
- Analyzing data – Ray Iglay at Mississippi State University has agreed to analyze the data and take lead on publishing the report
- Photograph growth of prairie and Switchgrass sites – Mike Cross, DAY

6.

**CITY OF DAYTON
CITY MANAGER'S REPORT**

TO: City Manager

Date April 20, 2016

FROM: Department of Economic Development
Department/Division

Code 10000-2600-1159-41

(CHECK ONE)

Fund Title General Fund

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

Amount \$ \$40,000 (expires 12-31-2016)
Supplier/Vendor/Company/Individual:

NAME RME, LTD
ADDRESS 200 West Thruston Blvd
Dayton, OH 45419

Justification and description of purchase, contract or payment:

The Department of Economic Development requests approval of a First Amendment to a Professional Services Agreement with RME, LTD. to continue advancing arts, entertainment and culture strategies as well as public space improvements associated with the Greater Downtown Dayton Plan. RME, LTD will provide up to \$40,000 in additional professional marketing and consulting services bringing the total contract to \$76,000 for the City of Dayton. Funds will be used to advance the marketing campaign, engage community in roll-out of the campaign, as well as coordinate and integrate outcomes associated with the campaign.

The First Amendment will begin upon execution by the City and expire on December 31, 2016.

The Department of Law has reviewed and approved this Agreement as to form and correctness.

A Certificate of Funds is attached.

Approved Affirmative Action Program on File Yes

No

NA

Approved by City Commission

Clerk

Date

Division Keith Klein FOR FW
Department Harold Clements
City Manager

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT, (“Amendment”) is made and entered into between the City of Dayton, Ohio (“City”), a municipal corporation in and of the State of Ohio, and RME, LTD. (“Consultant”), an Ohio corporation having its principal offices located at 200 W. Thruston Boulevard, Dayton, Ohio.

WHEREAS, The City entered into a Professional Services Agreement (“Agreement”) with the Consultant on December 8, 2015; and,

WHEREAS, The Agreement enables the Consultant to provide professional services related to economic development in downtown Dayton; and,

WHEREAS, The City desires additional services and the Consultant agrees to provide said services.

NOW, THEREFORE, in order to accommodate the City’s need for additional services, both parties have agreed to amend the Agreement as follows:

1. Article 2, Section A is deleted in its entirety and replaced with the following:

City shall make available to Consultant funds in an amount not to exceed FIFTY-SIX THOUSAND DOLLARS AND ZERO CENTS (\$56,000.00) for the professional services set forth in Article 2. Disbursements shall be made by the City in accordance with Article 4, “Disbursement of Funds.”

2. Article 2, Section B is deleted in its entirety and replaced with the following:

City agrees to reimburse Consultant for its non-standard costs and expenses reasonably incurred in the performance of the Agreement in an amount not to exceed TWENTY THOUSAND DOLLARS AND ZERO CENTS (\$20,000.00). To receive reimbursement, the non-standard costs and expenses must be appropriate. Non-standard costs and expenses include, but are not necessarily limited to, printed marketing materials, postage, parking costs and lunches. The costs of alcoholic beverages will not be reimbursed. In the event the Consultant is uncertain if a certain cost or expense would be reimbursable, Consultant shall first obtain the City’s prior written consent for reimbursement prior to incurring the cost or expense. Signed, legible and explanatory receipts must be kept and submitted for all reimbursable expenses.

Consultant shall submit invoices, not more frequently than monthly, for reimbursement of non-standard costs and expenses. Such invoices shall state the total amount of reimbursement requested and contain a detailed listing, by category and type, of each non-standard cost and expense actually incurred. Upon verification and review, the City will tender payment of reimbursement invoices within thirty (30) days from receipt thereof, unless the invoice is disputed.

3. Article 3 is deleted in its entirety and replaced with the following:

This agreement shall commence upon execution by the City and it shall expire on December 31, 2016, unless earlier terminated or extended by mutual written agreement.

4. All other terms and conditions of the Agreement shall remain in full force and effect.

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

CITY OF DAYTON, OHIO

RME LTD.

City Manager

Title: _____

**APPROVED AS TO FORM
AND CORRECTNESS:**

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



City Attorney

_____, 2016

Min. / Bk.: _____ Page: _____

Clerk of the Commission

CITY OF DAYTON
CITY MANAGER'S REPORT

TO: City Manager

Date April 20, 2016

FROM: Department of Recreation & Youth Services

Department/Division

Code 10000-6510-1231-56

(CHECK ONE)

Fund Title General Fund

Amount \$ 30,000

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

Supplier/Vendor/Company/Individual

United Way of the
Greater Dayton Area

NAME

ADDRESS

33 W. First Street

Dayton, Ohio 45402

Justification and description of purchase, contract or payment:

Recreation and Youth Services is requesting approval to enter into an agreement with the United Way of the Greater Dayton Area (UWGDA) for the provision of up to four Children's Defense Fund (CDF) Freedom Schools in Dayton during the summer of 2016. The UWGDA will act as the fiscal and administrative agent for the Freedom School programs on behalf of the City of Dayton, The Children's Defense Fund, and partnering organizations.

The CDF Freedom Schools program provides summer and after-school enrichment that helps children fall in love with reading, increases their self-esteem, and generates more positive attitudes toward learning. Children are taught using a model curriculum that supports children and families around five essential components: high quality academic enrichment; parent and family involvement; civic engagement and social action; intergenerational leadership development; and nutrition, health and mental health.

The CDF Freedom Schools will be conducted at four sites with four supporting organizations within the City of Dayton in 2016. Hosting organizations are Omega Baptist Church (at Dayton Boys' Prep Academy), Grace United Methodist Church, Wesley Community Center (at Westwood), and the Boys and Girls Club of Dayton (at Wogaman). Additional participants may be identified should additional funding be made available to the CDF.

Community partners offering financial support of the 2016 Freedom Schools include Alcohol, Drug Addiction, and Mental Health Services (ADAMHS) of Montgomery County, Montgomery County Job and Family Services (MCJFS), United Way of the Greater Dayton Area (UWGDA), Learn to Earn, and the Family and Children First Council (FCFC), in addition to the City of Dayton.

The Law Department has reviewed and approved this agreement as to form and correctness.

A Certificate of Funds in the amount of \$30,000 is attached.

Approved Affirmative Action Program on File Yes No NA

Approved by City Commission

Clerk

Date

Division

Department

City Manager

[Handwritten signature]
[Handwritten signature]

**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED WAY OF THE GREATER DAYTON AREA
AND
THE CITY OF DAYTON**

This Memorandum of Understanding (MOU) is between the United Way of the Greater Dayton Area (UWGDA) and the City of Dayton. The signature of the authorized official of each organization denotes that organization's acceptance of the provisions stated below and permits implementation of this MOU by all parties hereto.

This MOU is entered into by the parties for the purpose of providing funding for costs to operate up to five CDF Freedom Schools® in Dayton, Ohio, during the summer of 2016.

**SECTION I
COMMENCEMENT**

This MOU shall become effective from and after _____, 2016, and shall continue, unless terminated, through October 31, 2016.

**SECTION II
DESCRIPTION AND ROLES**

This MOU shall establish a relationship between UWGDA and the City of Dayton, whereby the City of Dayton will allocate funding

- in the amount of \$30,000;
- for expenses associated with operating up to five *CDF Freedom Schools* in Dayton, Ohio;
- 10% of which will be reserved for UWGDA for administration and management, 90% of which will be re-granted to up to five CDF Freedom Schools partners.

Responsibilities of UWGDA include:

- Distributing funds in accordance with the terms of the agreement;
- Keeping an accounting of how monies are dispersed.

Responsibilities of the City of Dayton include:

- Dispersing funds.

**SECTION III
INDEMNITY**

Except for claims resulting from the willful misconduct or negligent action of UWGDA employees, UWGDA is held harmless from and against any and all claims arising from the performance under this agreement.

SECTION IV
RECORDS AND ACCESS TO RECORDS

Both parties shall maintain financial records, supporting documents and reports necessary to reflect the performance required under the MOU.

SECTION V
ENTIRE AGREEMENT

This MOU supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof. No changes, alterations, modifications, additions, qualifications, or amendments to the terms of the MOU shall be made except upon written agreement of the parties.

SECTION VI
DURATION

This MOU shall become effective upon signature of a duly authorized representative of both parties hereto and shall continue in full force and effect until its termination.

SECTION VII
COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

All activities under the MOU shall be in accordance with laws and regulations governing activities of Internal Revenue Services designated 501(c) 3 organizations. Funds received under the MOU agreement will only be used for activities listed. It is clearly understood by both parties that no funds received under this MOU will be used for purposes of lobbying, or to support specific legislation.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this MOU has been made and interchangeably executed by the parties hereto in duplicate originals.

WITNESSED BY:

United Way of the Greater Dayton Area

By: _____

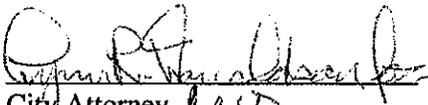
Title: _____

WITNESSED BY:

CITY OF DAYTON, OHIO

City Manager

APPROVED AS TO FORM AND
CORRECTNESS:



City Attorney *MD*

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

_____, 2016

Min. / Bk. _____ Pg. _____

Clerk of the Commission

CITY OF DAYTON
CITY MANAGER'S REPORT

TO: City Manager

Date April 20, 2016

FROM: Aviation/Administration & Finance
Department/Division

Code 51236-3210-1142-43

(CHECK ONE)

Fund Title Aviation Capital

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

Amount \$ \$58,125.00/5 mos. (\$11,625.00/mo.)

Supplier/Vendor/Company/Individual:

NAME Wright Bros. Aero, Inc.
 ADDRESS 3700 McCauley Drive
Vandalia, OH 45377

Justification and description of purchase, contract or payment:

Hangar 5 Lease Agreement

The Department of Aviation requests permission to enter into a Lease Agreement ("Lease") with Wright Bros. Aero, Inc. for Hangar 5 located at the Dayton International Airport, 3550 Hangar Drive ("Premises"). The Premises will be used for temporary aircraft storage and maintenance.

The Department of Aviation will pay \$2,625.00 per month for 3,500 square feet of office and shop space at \$9.00 per square foot and \$9,000.00 per month for 18,000 square feet of hangar space at \$6.00 per square foot. The total for the Premises will be \$11,625.00 per month. The Lease is effective April 15, 2016 and will terminate on September 14, 2016. The Department of Aviation may renew this Lease for two (2) terms of one (1) month each, if required.

The Department of Law has reviewed and approved the Lease as to form and correctness.

A Certificate of Funds is attached.

Approved Affirmative Action Program on File Yes No NA

Approved by City Commission

Clerk

Date

Division

James T. ...
Department

James T. ...
City Manager

LEASE AGREEMENT

This Lease Agreement ("Lease") is made by and between Wright Bros. Aero, Inc. (hereinafter referred to as LESSOR), and the City of Dayton (hereinafter referred to as LESSEE).

WHEREAS, LESSEE requires temporary additional office, shop and hangar space to accommodate one of its tenants at the Dayton International Airport; and

WHEREAS, LESSOR has offered to lease the necessary office, shop and hangar space to LESSEE.

NOW THEREFORE, in consideration of the mutual covenants and obligations of the parties hereinafter set forth, it is agreed:

PART I - OFFICE & SHOP SPACE

1. LESSOR shall lease to the LESSEE and LESSEE shall lease from LESSOR, approximately 3,500 square feet of office & shop space located on the premises of the LESSOR at 3550 Hangar Drive (Hangar 5), General Aviation Center #1 at the Dayton International Airport.

2. The Lease rate for the space described in Paragraph 1 of Part I of this Lease shall be at the rate of \$9.00 per square foot for the term of this agreement.

3. Lease payments for the space described in Paragraph 1 of Part I of this Lease shall be made by LESSEE in increments of Two Thousand Six Hundred Twenty-Five Dollars (\$2,625.00) per month payable by the fifth day of each month for such month.

4. LESSEE shall pay for all utilities including charges for adequate electricity, natural gas heating, and air conditioning.

PART II - HANGAR SPACE

1. LESSOR shall lease to LESSEE and LESSEE shall lease from LESSOR, approximately 18,000 square feet of hangar space located on the premises of the LESSOR at 3550 Hangar Drive (Hangar 5), General Aviation Center #1 at the Dayton International Airport.

2. The Lease rate for the space described in Paragraph 1 of Part II of this lease shall be at the rate of \$6.00 per square foot for the term of this agreement.

3. Lease payments for the space described in Paragraph 1 of Part II of this Lease shall be made by LESSEE in increments of Nine Thousand Dollars (\$9,000.00) per month payable by the fifth day of each month for such month.

4. LESSEE shall pay for all utilities including charges for adequate electricity, natural gas heating, and air conditioning.

PART III - PARKING

LESSOR will provide LESSEE with a parking area adjacent to the hangar and office facility, as depicted in the attached Exhibit A. This area is provided at the discretion of the LESSOR to the LESSEE; however the LESSOR is in no way responsible for any theft, damage or vandalism that occurs in this area.

PART IV - DEFAULT

1. If default is made by LESSEE in the payment of office or hangar rent, LESSOR shall have the following remedies:

- a) LESSOR may litigate to collect any and all sums which may accrue to LESSOR by virtue of the provisions of this Lease.
- b) LESSOR may litigate to restrain by injunction and violation or threatened violations of the terms, covenants, conditions or provisions of this Lease.
- c) LESSOR may, upon default or expiration of this Lease, terminate this Lease, re-enter the entire premises which are the subject of this Lease and remove all persons and property thereof.

2. As used in this Lease, the word "default" means late payment (defined as payment 30 days past due) or non-payment of any rents, fees, expenses or any other charges due and owed to LESSOR from LESSEE under this Lease or the breach or non-fulfillment of any of the terms, covenants, or conditions of this Lease by LESSEE.

3. In the event of default by LESSEE, LESSOR shall give written notice of the default to LESSEE and LESSEE shall have thirty (30) days from the date of such notice (which hereinafter shall be called the grace period) to cure such default. LESSOR'S remedies upon default shall not accrue until LESSOR has complied with this notice provision and until LESSEE'S thirty (30) day grace period has expired.

4. LESSOR will keep the facility in good repair. If not, LESSOR is in default and LESSEE shall have the right to terminate this agreement upon thirty (30) days written notice, during which time, LESSOR may cure the breach, and in such event, the termination shall be null and void. Upon termination, LESSEE shall have no further liability to LESSOR.

5. The parties will attempt in good faith to resolve any controversy or claim by negotiation or mediation. If they are unable to do so, and regardless of the causes of action alleged, the claim whether arising under this Agreement or otherwise will be resolved by arbitration before a sole arbitrator in Dayton, Ohio pursuant to the then-current Commercial Rules of the American Arbitration Association and the federal substantive and procedural law of arbitration. The arbitrator's award will be final and binding, and may be entered in any court having jurisdiction thereof, but may include only damages consistent with the limitations in this Agreement. Each party will bear its own attorney's fees and costs related to the arbitration. The obligations to negotiate, mediate and arbitrate will not apply to claims for misuse or infringement of a party's intellectual property rights. Any claim or action must be brought within two (2) years after the cause of action accrues.

PART V – NON-DISCRIMINATION; POLITICAL CONTRIBUTIONS

1. LESSOR 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.

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

2. LESSOR affirms and certifies that it complies with Ohio Revised Code § 3517.13 limiting political contributions.

PART VI - TERM OF LEASE, MODIFICATIONS, GOVERNING LAW

1. The initial term of this Lease shall be for five (5) months, commencing on April 15, 2016. LESSEE shall have the right and option to renew this Lease for a further term of one (1) month commencing on the expiration of the initial term with the rental rates unchanged. LESSEE shall have the right and option to renew this Lease for a further term of one (1) month commencing on the expiration of the first option term with the rental rates unchanged. The option terms may be exercised by LESSEE giving written notice of intention to exercise said options not less than thirty (30) days prior to the date of termination of the then-current term of this Lease, provided there are no defaults in the terms, covenants, and conditions under this Lease on the part of the LESSEE.

2. It is distinctly understood between the parties hereto that all of the agreements and understandings of any character heretofore had between them are embodied in this instrument, and no change shall be made herein unless the same shall be in writing and signed by the parties hereto, and approved by the Commission of the City of Dayton, if required.

3. This Lease shall be deemed to be made at Vandalia, Ohio, and the performance thereof shall be governed by the laws of the State of Ohio without giving effect to the principles relating to conflicts or choice of laws.

4. If the lease premises shall be damaged by fire, weather, unavoidable accident, or other casualty to such an extent as to render said premises unusable for the continued use of the lease premises as intended, then the LESSEE shall have the right and the option to immediately terminate this lease in which event an equitable adjustment shall be made for rent up to the time of such destruction, and the LESSEE shall have no further liability or obligation hereunder. If by reason of such damage the premises shall be rendered unusable only in part, the LESSOR shall promptly at its own expense cause the damage to be repaired, and the rent meanwhile shall be abated proportionately as to the portion of the premises rendered unusable; provided however, that if the cost of the restoration of such partial damage exceeds fifty percent (50%) of the value of the building in the condition it was in immediately prior to such damage, the LESSOR shall be under no obligation to undertake restoration and the LESSEE may terminate said Lease.

PART VII – NOTICE

Any written communication or notice required or permitted by this Lease shall be made in writing and shall be delivered personally, sent by express delivery, certified mail or first class U.S. mail, postage pre-paid to the address specified below:

Lessor: Wright Bros. Aero, Inc.
3700 McCauley Drive
Vandalia, OH 45377
Attention: Kevin M. Keeley

Lessee: City of Dayton, Department of Aviation
3600 Terminal Drive, Suite 300
Vandalia, Ohio 45377
Attention: Terrence G. Slaybaugh, Director

IN WITNESS WHEREOF, LESSOR and LESSEE, each by a duly authorized representative, have executed this Lease as of the dates set forth below.

WRIGHT BROS. AERO, INC.

By: *Ken M. Huley*
Title: *President*
Date: *3-25-16*

CITY OF DAYTON, OHIO

City Manager

Date: _____

APPROVED AS TO FORM
AND CORRECTNESS:

Robert A. Waldman
City Attorney SPB bmf

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

_____, 2016

Min/Bk. _____ Pg. _____

Clerk of the Commission

CITY OF DAYTON
CITY MANAGER'S REPORT

Date April 20, 2016

TO: City Manager

41444-6450-1159-54 \$5,895.00
41445-6450-1159-54 \$1,485.00
41756-6450-1159-54 \$1,630.00
Code 41461-6450-1159-54 \$1,775.00
41469-6450-1159-54 \$3,550.00
41755-6450-1159-54 \$3,340.00

FROM: Public Works/Civil Engineering
Department/Division

(CHECK ONE)

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

Fund Title Keowee St Reconstruction
Helena/Keowee St Bikeways
Broadway St Bikeway
Eastern Hills Bikeway
Stanley/Webster Intersection Imp
E Fifth St/ Hamilton Bikeway

Amount \$ 17,675.00 (through 2019)

Supplier/Vendor/Company/Individual:

NAME ATC Group Services, LLC

ADDRESS 5000 Hempstead Station Road

Kettering, Ohio 45429

Justification and description of purchase, contract or payment:

KEOWEE STREET RECONSTRUCTION, KEOWEE STREET BIKEWAY, BROADWAY STREET BIKEWAY, EASTERN HILLS BIKEWAY, STANLEY AVENUE AND WEBSTER STREET INTERSECTION IMPROVEMENTS, AND THE EAST FIFTH STREET AND HAMILTON AVENUE BIKEWAY

It is recommended that the City Manager be authorized to enter into an agreement with ATC Group Services, LLC. to perform the required testing services in connection with the Keowee Street Reconstruction, Keowee Street Bikeway, Broadway Street Bikeway, Eastern Hills Bikeway, Stanley Avenue and Webster Street Intersection Improvements, and the East Fifth Street and Hamilton Avenue Bikeway projects. This firm will provide all labor, equipment, tools, etc. necessary for observing and testing subgrade/embankment with nuclear density gauge, proctor curve, gradation analysis, asphalt plant inspection, and concrete cylinder and beam testing. The inspection and testing are required to ensure compliance with engineering standards for roadway improvements.

This testing is being funded by Federal Surface Transportation Funds, Federal Congestion Mitigation Air Quality Funds, State Issue I Funds, and General Capital. Five firms responded with ATC Group Services, LLC submitting the lowest proposal of \$17,675.00.

The agreement commences upon execution by the City and shall terminate on December 31, 2019. The agreement has been approved by the Law Department as to form and correctness.

A Certificate of Funds is attached.

Approved Affirmative Action Program on Yes No NA

Approved by City Commission

Division _____

Clerk _____

Department _____

Date _____

[Signature]
City Manager

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT (“Agreement”), dated this ____ day of _____, 2016 is between the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio (“City”) and ATC Group Services, LLC. (“Contractor”).

WITNESSETH THAT:

WHEREAS, the City intends to perform roadway and other improvements as part the Keowee Street Reconstruction, Keowee Street Bikeway, Broadway Street Bikeway, Eastern Hills Bikeway, Stanley Avenue and Webster Street Intersection Improvements, and the East Fifth Street and Hamilton Avenue Bikeway projects (the Project”); and,

WHEREAS, the City requires certain soil observation and concrete and asphalt testing services in connection with the Project (the “Services”); and,

WHEREAS, Contractor is a skilled, experienced and competent consulting firm with the personnel and equipment to perform the professional Services set forth hereinafter for the City’s Department of Public Works,

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the City and Contractor agree as follows:

ARTICLE 1- SERVICES TO BE PERFORMED

Contractor shall perform the soil observation and concrete and asphalt testing Services for the Project as described in Exhibit A, attached hereto and incorporated as if fully rewritten herein.

All Services to be performed under this Agreement shall be in compliance with all applicable federal, state and local laws, regulations and orders and professional standards.

ARTICLE 2- COMPENSATION

The City shall pay Consultant a sum not to exceed Seventeen Thousand Six Hundred Seventy-Five Dollars (\$17,675.00) for the Services actually provided in accordance with this Agreement. Payment for the Services shall be based upon the rates for each service to be provided as set forth in the Proposal dated March 7, 2016, attached as Exhibit A. Consultant may submit invoices to City for partial payment on a monthly basis.

ARTICLE 3- TERM

This Agreement shall commence upon execution by City and shall terminate on December 31, 2019, unless extended to a later date by mutual written amendment to this agreement or terminated according to Article 4 of this Agreement.

ARTICLE 4- TERMINATION

This Agreement may be terminated by City upon written notice in the event of substantial failure by Consultant to perform in accordance with the terms of this Agreement. Consultant shall have fifteen (15) calendar days from the date of the termination notice to cure or submit a plan for cure or submit a plan for cure acceptable to City. If a plan to cure is not accepted, then this Agreement will be terminated immediately and City shall pay Consultant only for those services accepted by the City.

City may terminate or suspend performance of this Agreement for City's convenience upon written notice to Consultant thirty (30) days before termination or suspension. If termination or suspension is for City's convenience, upon restart, an equitable adjustment may be made to Consultant's compensation, if necessary. In the event of termination by City hereunder, the City shall pay Consultant for Services actually provided up to the date of termination.

In either event, Consultant shall terminate the Services according to a schedule acceptable to City.

ARTICLE 5- INDEMNIFICATION

Consultant agrees to defend, indemnify, and hold harmless City, its elected officials, employees and agents from and against claims, losses, damages, and expenses (including reasonable attorneys' fees) to the extent such claims, losses, damages, or expenses are caused by or arise out of the Consultant's negligent performance or non-performance of this Agreement and/or the acts, omissions or conduct of the Consultant or its employees, agents, and representatives.

This Article shall survive early termination or expiration of this Agreement

ARTICLE 6- INSURANCE

During the performance of the Services under this Agreement, Consultant shall maintain at least the following insurance:

- (1) General/Comprehensive liability insurance, with a combined single limit of One Million Dollars (\$1,000,000) for each occurrence and One Million Dollars (\$1,000,000) in the aggregate; and,
- (2) Automobile liability insurance, with a combined single limit of One Million Dollars (\$1,000,000) for each person and One Million Dollars (\$1,000,000) for each accident; and
- (3) Workers' compensation insurance, in such amounts as required by Ohio law, and, Employer's liability insurance with a limit of Five Hundred Thousand Dollars (\$500,000) for each occurrence; and,

(4) Professional liability, with a minimum annual aggregate of Five Hundred Thousand Dollars (\$500,000); and,

(5) Errors and omissions insurance in the amount of Five Hundred Thousand Dollars (\$500,000), to protect the City from any errors that Consultant or his/her employees may perpetrate in the preparation of the plans, specifications, and cost estimates and any resulting damage from said errors.

All policies of general/comprehensive liability insurance required herein shall name City, its elected officials, officers, employees, agents, and volunteers as additional insureds. All insurance policies, excluding Workers' compensation insurance, shall contain the requirement that City be notified thirty (30) days in advance of any termination or diminution of coverage.

Within thirty (30) days of the execution of this Agreement, Consultant shall furnish City with copies of certificates of insurance demonstrating compliance with the insurance requirements contained within.

Consultant shall provide City with prompt written notice of: (1) the cancellation or threatened cancellation of any insurance policy required hereunder, and (2) the filing of any claim with respect to the performance of Services under this Agreement.

ARTICLE 7- STANDARD OF CARE

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional under similar circumstances. Consultant shall have no liability for defects in the Services attributable to Consultant's reliance upon or use of data or other information furnished by the City or third parties retained by the City.

If, during the one (1) year period following the completion of the Services, it is shown there is an error in the Services caused by Consultant's failure to meet such standards and City has notified Consultant in writing of any such error within that period, Consultant shall perform, at no additional cost to City, such Services within the original Project as may be necessary to remedy such error.

ARTICLE 8- COMMUNICATIONS

Any written communication or notice required or permitted by this Agreement shall be made in writing and shall be delivered personally, sent by express delivery, certified mail or first class U.S. mail, postage pre-paid to the address specified below:

Consultant: ATC Group Services LLC
5000 Heamstead Station Road
Kettering, Ohio 45429
Attention: Mark Beasley

City: City of Dayton
Department of Public Works
101 West Third Street
Dayton, Ohio 45402
Attention: Director of Public Works

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and Contractor.

ARTICLE 9- NON DISCRIMINATION

Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age, marital status, sexual orientation, gender identity, 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 constitutes a material condition of this contract as fully as if specifically rewritten herein and that failure to comply therewith shall constitute a breach thereof entitling City to terminate this Agreement at its option.

ARTICLE 10- CONFIDENTIALITY

Either party may provide the other with information that it considers confidential or proprietary. Proprietary information is information that, if made public, would put the disclosing party at a disadvantage in the market place or trade of which the party is a part. Confidential information is information that, under the laws of the State of Ohio, is classified as being "private". Such information shall be marked "confidential" and/or "proprietary" by the party providing it.

To the extent permitted by law, each party agrees that for two (2) years following the date of disclosure of the confidential or proprietary information, it shall not disclose such information of the other to any third party without the other party's written consent. During this two-year period, each party shall protect the confidential or proprietary information in the same manner that it protects its own confidential information of a similar nature. Each party agrees that it shall only copy the confidential or proprietary information to the extent necessary to perform the work and services contracted for pursuant to this Agreement.

Nothing in this Section shall prohibit or limit either party's use or disclosure of confidential or proprietary information: (i) previously known to it without an agreement of confidentiality, (ii) independently developed by it, (iii) acquired by it from a party that is not, to the other party's knowledge, under an obligation not to disclose such information, (iv) that is or becomes publicly available through no breach of this Agreement by the other party, (v) when such disclosure is required by an order of a Court or under state or federal law, or (vi) when such disclosure is authorized in writing by a party to this Agreement.

ARTICLE 11- OWNERSHIP OF DOCUMENTS & INTELLECTUAL PROPERTY

Except as otherwise provided in this Agreement, documents and reports prepared by Consultant as part of the Services shall become the sole and exclusive property of City upon payment.

Consultant shall retain its rights in standard scripts, databases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Consultant.

ARTICLE 12- GENERAL PROVISIONS

A. Waiver

A waiver by either City or Consultant of any breach of this Agreement shall be in writing. Such a waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect the waiving party's rights with respect to any other or further breach.

B. Delay

Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to: abnormal weather conditions; floods; earthquakes; fire; epidemics; wars, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorization from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Consultant under this Agreement.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

C. Governing Law & Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any suit regarding this Agreement must be brought in a court of competent jurisdiction in Montgomery County, Ohio.

D. Meetings and Evaluation

Consultant shall meet with City's designees at such times designated by City to review and discuss performance of this Agreement. Consultant shall cooperate with City in all respects concerning the review and monitoring of Consultant's performance pursuant to this Agreement.

E. Independent Contractor

By executing this Agreement, Consultant acknowledges and agrees that Consultant will be providing all Services to City as an "independent contractor." As an independent contractor for City, Consultant will be prohibited from representing or allowing others to construe the parties' relationship in a manner inconsistent with this Article. Consultant will have no authority to assume or create any obligation on

behalf of, or in the name of City, without the express prior written approval of a duly authorized representative of City.

Consultant understands and agrees that it is not a City employee, and therefore, will not be entitled to, nor will it make any claim for, any of the emoluments of employment with the City of Dayton. Further, Consultant will be solely responsible to withhold and pay all applicable local, state and federal taxes and Workers' Compensation Insurance. Contractor is not a "public employee for the purpose of Ohio Public Employees Retirement System (OPERS) membership.

F. Assignment

Consultant shall not assign any rights or duties under this Agreement without the prior written consent of City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this article shall prevent Consultant from employing independent consultants, associates, and subcontractors to assist in the performance of the Services.

G. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.

H. Amendment

This Agreement may be amended by mutual agreement between the parties. No amendment shall be effective unless it is reduced to writing, executed by a duly authorized representative of City and Consultant, approved by the City's Director of Public Works, and, if required or applicable, approved by the Commission of the City of Dayton, Ohio.

I. Effect of Conflicting Documents

In the event any conflict between this Agreement and any term or condition found within any other document; including, but not limited to Exhibit A, the terms and conditions of this Agreement shall control.

J. Entire Agreement/Integration

This Agreement together with Exhibit A represents the entire and integrated agreement between City and Consultant. This Agreement supersedes all prior and contemporaneous communications, representations, agreements or contracts, whether oral or written, relating to the subject matter of this Agreement.

K. Political Contributions

Consultant affirms and certifies that it complies with Ohio Revised Code §3517.13 limiting political contribution.

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

CITY OF DAYTON, OHIO

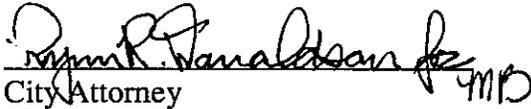
ATC GROUP SERVICES, LLC

City Manager

By: _____

Title: _____

**APPROVED AS TO FORM
AND CORRECTNESS**



City Attorney

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

_____, 20__

Min./Bk. _____ Pg. _____

Clerk of the Commission

Exhibit A

Keowee Street Reconstruction Project

TESTING FIRM: ATC Group Services, LLC

DATE: March 7, 2016

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
S-1	Observation and Testing Services for subgrade, and embankment material with nuclear density gauge.	40 Hrs	<u>27⁰⁰</u>	<u>1,080⁰⁰</u>
S-2	Proctor curve (moisture density modified method ASTM D-1557).	3 Each	<u>75⁰⁰</u>	<u>225⁰⁰</u>
S-3	Gradation analysis (includes sampling).	3 Each	<u>50⁰⁰</u>	<u>150⁰⁰</u>
S-5	Make, cure and test concrete cylinders. Including molds, pick up and testing. Four cylinders per set. Including slump and air tests.	40 Sets	<u>96.50</u>	<u>3,860⁰⁰</u>
S-6	Make, cure and test concrete Beams. Including molds, pick up, and testing. Including slump and air tests.	10 Beams	<u>8⁰⁰</u>	<u>80⁰⁰</u>
S-7	Pavement cores. To determine pavement and base thickness. Per ODOT Supplement 1064	10 Cores	<u>50⁰⁰</u>	<u>500⁰⁰</u>
			Total Bid	<u>5,895⁰⁰</u>

Exhibit A

Keowee Street Bikeway Project

TESTING FIRM: ATC Group Services, LLC

DATE: March 7, 2016

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
S-1	Observation and Testing Services for subgrade, and embankment material with nuclear density gauge.	10 Hrs	<u>27⁰⁰</u>	<u>270⁰⁰</u>
S-2	Proctor curve (moisture density modified method ASTM D-1557).	2 Each	<u>75⁰⁰</u>	<u>150⁰⁰</u>
S-3	Gradation analysis (includes sampling).	2 Each	<u>50⁰⁰</u>	<u>100⁰⁰</u>
S-5	Make, cure and test concrete cylinders. Including molds, pick up and testing. Four cylinders per set. Including slump and air tests.	10 Sets	<u>96.50</u>	<u>965⁰⁰</u>

Total Bid 1,485⁰⁰

Exhibit A

Broadway Street Bikeway Project

TESTING FIRM: ATC Group Services, LLC

DATE: March 7, 2016

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
S-1	Observation and Testing Services for subgrade, and embankment material with nuclear density gauge.	10 Hrs	<u>27.00</u>	<u>270⁰⁰</u>
S-2	Proctor curve (moisture density modified method ASTM D-1557).	2 Each	<u>75.00</u>	<u>150⁰⁰</u>
S-3	Gradation analysis (includes sampling).	2 Each	<u>50.00</u>	<u>100⁰⁰</u>
S-4	Plant inspection, testing and all Necessary reports in conformance With ODOT Specifications	5 Hours	<u>29.00</u>	<u>145⁰⁰</u>
S-5	Make, cure and test concrete cylinders. Including molds, pick up and testing. Four cylinders per set. Including slump and air tests.	10 Sets	<u>96.50</u>	<u>965⁰⁰</u>
Total Bid				<u>1,630⁰⁰</u>

Exhibit A

Eastern Hills Bikeway Project

TESTING FIRM: ATC Group Services, LLC

DATE: March 7, 2016

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
S-1	Observation and Testing Services for subgrade, and embankment material with nuclear density gauge.	10 Hrs	<u>27.00</u>	<u>270⁰⁰</u>
S-2	Proctor curve (moisture density modified method ASTM D-1557).	2 Each	<u>75.00</u>	<u>150⁰⁰</u>
S-3	Gradation analysis (includes sampling).	2 Each	<u>50.00</u>	<u>100⁰⁰</u>
S-4	Plant inspection, testing and all Necessary reports in conformance With ODOT Specifications	10 Hours	<u>29.00</u>	<u>290⁰⁰</u>
S-5	Make, cure and test concrete cylinders. Including molds, pick up and testing. Four cylinders per set. Including slump and air tests.	10 Sets	<u>96.50</u>	<u>965⁰⁰</u>

Total Bid 1,775⁰⁰

Exhibit A

Stanley Avenue and Webster Street Intersection Improvement Project

TESTING FIRM: ATC Group Services, LLC

DATE: March 7, 2016

Item No.	Description	Quantity	Unit Price	Total
S-1	Observation and Testing Services for subgrade, and embankment material with nuclear density gauge.	20 Hrs	<u>27.00</u>	<u>540⁰⁰</u>
S-2	Proctor curve (moisture density modified method ASTM D-1557).	2 Each	<u>75.00</u>	<u>150⁰⁰</u>
S-3	Gradation analysis (includes sampling).	2 Each	<u>50.00</u>	<u>100⁰⁰</u>
S-4	Plant inspection, testing and all Necessary reports in conformance With ODOT Specifications	10 Hours	<u>29.00</u>	<u>290⁰⁰</u>
S-5	Make, cure and test concrete cylinders. Including molds, pick up and testing. Four cylinders per set. Including slump and air tests.	20 Sets	<u>96.50</u>	<u>1,930⁰⁰</u>
S-6	Make, cure and test concrete Beams. Including molds, pick up, and testing. Including slump and air tests.	5 Beams	<u>8⁰⁰</u>	<u>40⁰⁰</u>
S-7	Pavement cores. To determine pavement and base thickness. Per ODOT Supplement 1064	10 Cores	<u>50⁰⁰</u>	<u>500⁰⁰</u>
			Total Bid	<u>3,550⁰⁰</u>

Exhibit A

East Fifth Street and Hamilton Avenue Bikeway Project

TESTING FIRM: ATC Group Services, LLC

DATE: March 7, 2016

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
S-1	Observation and Testing Services for subgrade, and embankment material with nuclear density gauge.	20 Hrs	<u>27.00</u>	<u>540⁰⁰</u>
S-2	Proctor curve (moisture density modified method ASTM D-1557).	2 Each	<u>75.00</u>	<u>150⁰⁰</u>
S-3	Gradation analysis (includes sampling).	2 Each	<u>50.00</u>	<u>100⁰⁰</u>
S-4	Plant inspection, testing and all Necessary reports in conformance With ODOT Specifications	20 Hours	<u>29.00</u>	<u>580⁰⁰</u>
S-5	Make, cure and test concrete cylinders. Including molds, pick up and testing. Four cylinders per set. Including slump and air tests.	20 Sets	<u>96.50</u>	<u>1,930⁰⁰</u>
S-6	Make, cure and test concrete Beams. Including molds, pick up, and testing. Including slump and air tests.	5 Beams	<u>8⁰⁰</u>	<u>40⁰⁰</u>
			Total Bid	<u>3,340⁰⁰</u>

CITY OF DAYTON
CITY MANAGER'S REPORT

TO: City Manager

Date April 20, 2016

FROM: Water / Water Engineering
Department/Division

Code 55802-3445-1424-54-SF1604

Fund Title 2016 Sanitary Capital Fund

(CHECK ONE)

Amount \$ 327,621.30 (thru 6/2017)

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

Supplier/Vendor/Company/Individual:

NAME Layne Inliner, LLC

ADDRESS 4143 Weaver Court

Hilliard, OH 43026

Justification and description of purchase, contract or payment:

BURNS AVENUE SANITARY LINER INSTALLATION
(OPEN MARKET)

The Department of Water requests permission to enter into an Agreement with Layne Inliner, LLC, in the amount of \$327,621.30 for the Burns Avenue Sanitary Liner Installation project. This amount includes the base bid of \$297,883.00 and Alternate No. 1 – Contingency Allowance for \$29,738.30 (approximately 10% of the base bid). This project consists of approximately 813 linear feet of 40" brick sanitary sewers on 3 sewer spans on Burns Avenue from east of Warren Street to South Main Street by means of trenchless technology.

Two bids were received for this project on March 24, 2016. After evaluating the bids, Layne Inliner, LLC's bid was the lowest. The estimated cost for the project (including Alternate No. 1 – Contingency Allowance) was \$405,000.00. The time for contract completion is 60 calendar days following the date set forth in the Notice to Proceed. The expiration date identified on the Certificate of Funds is June 30, 2017.

This project is being fully funded using 2013 Sanitary Capital Funds (Debt). This project supports the Asset Management Capital Reinvestment Program by lining existing sanitary sewers that have been identified to have structural deficiencies.

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

Approved Affirmative Action Program on File Yes No NA

Approved by City Commission

Clerk

Date

Division _____

Michael Powell

Department _____

Garrett J. Clements

City Manager



MEMORANDUM

March 28, 2016

TO: Frederick Stovall, Director
Department of Public Works

FROM: ^{R.W.} Roshawn Winburn, Business & Technical Assistance Administrator
Human Relations Council (HRC)

SUBJECT: **Burns Avenue Sanitary Liner Installation (OM)**

The apparent low bidder, Layne Inliner, LLC., has been reviewed. 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 Layne Inliner, LLC.

If you have any questions or need additional information contact Roshawn Winburn at 333-1439.

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 Burns Ave Sanitary Liner Installation
(Open Market)

Bidder Layne Inliner, LLC
4143 Weaver Court
Hilliard, OH 43026

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:

BURNS AVENUE SANITARY LINER INSTALLATION

(OPEN MARKET)

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

Bid Form (Continued)

**BURNS AVENUE SANITARY
LINER INSTALLATION
(OPEN MARKET)**

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL \$</u>
304	Aggregate Base	50	C.Y.	\$108.00	\$5,400.00
499 ODOT	Concrete Base, Fast Set, Class MS	25	S.Y.	\$81.00	\$2,025.00
609	Barrier Curb	50	L.F.	\$108.00	\$5,400.00
653	Topsoil Furnished and Placed, 4"	25	C.Y.	\$81.00	\$2,025.00
659	Seeding and Mulching	200	S.Y.	\$13.00	\$2,600.00
810	Excavation and Backfill	50	C.Y.	\$216.00	\$10,800.00
830	Manhole, Remove/Replace Cone	2	EA.	\$3,240.00	\$6,480.00
SP-1	Liner, 40"	813	L.F.	\$190.00	\$154,470.00
SP-2	Service Connections	9	EA.	\$150.00	\$1,350.00
SP-3	Bypass Pumping	1	L.S.	\$73,500.00	\$73,500.00
SP-4	Hydraulic Cleaning	813	L.F.	\$25.00	\$20,325.00
SP-5	Mechanical Cleaning	813	L.F.	\$8.00	\$6,504.00
SP-6	Video Inspection	813	L.F.	\$3.00	\$2,439.00
SP-7	Protruding Tap Removal	2	EA.	\$250.00	\$500.00
SP-8	Pre-Liner	813	L.F.	\$5.00	\$4,065.00
TOTAL BASE BID				\$	\$297,883.00

Bid Form (Continued)

**BURNS AVENUE SANITARY
LINER INSTALLATION
(OPEN MARKET)**

In determining the lowest and best bid the City Commission may give consideration to the following alternate bids:

**ALTERNATE NO. 1
CONTINGENCY ALLOWANCE**

This Alternate is for a "CONTINGENCY ALLOWANCE" to be used in the event of unforeseen work which must be undertaken to complete this project. The work could be as additional quantities to the bid items or as non-bid items. For evaluation of the bids, the amount of this "CONTINGENCY ALLOWANCE" shall be equal to Ten Percent (10%) of the Contractor's Total Base Bid. For contract award, the amount of this "CONTINGENCY ALLOWANCE" may vary as determined by the City, but shall not exceed the maximum of Ten Percent (10%) of the Contractor's Total Base Bid.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL \$</u>
A-1	Contingency Allowance (Shall equal 10% of the Contractor's Total Base Bid)	1	LUMP	\$29,788.30	\$29,788.30
TOTAL ALTERNATE NO. 1				\$	\$29,788.30

Bid Form (Continued)

**BURNS AVENUE SANITARY
LINER INSTALLATION
(OPEN MARKET)**

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	\$ 119,153.20	\$ 178,729.80	\$ 297,883.00
TOTAL ALT. NO 1 (Contingency Allowance)	\$ - 0 -	\$ 29,788.30	\$ 29,788.30

The time of completion fixed by the City is 60 Calendar Days.

Following are the names of all persons, firms, and corporations interested 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.

Addendum No. 1 3/17/16

DISCLOSURE OF LITIGATION

Disclosure of Litigation: Have you or any person, group, partnership, company, or corporation affiliated with you been engaged in the past three (3) years in litigation, mediation or any form of contractual dispute resolution with any state government or any political subdivision thereof including, without limitation, the State of Ohio, the City of Dayton, Ohio, or Montgomery County, Ohio? For the purpose of your response, "affiliated" means directly or indirectly controlling, controlled by, or under common control, with "control" meaning legally or operationally in a position to exercise restraint or direction over the other.

RESPONSE: YES _____ NO X

If your response is "YES" please separately identify each lawsuit, mediation or dispute resolution process in which you or your affiliate have been engaged during the past three (3) years. Identify the nature of the dispute, the parties involved, and the current status of the dispute. Attach or include any information you believe pertinent to a full understanding of the disputed matters.

Bidder is

An Individual
Firm Name

Business Address

Telephone

Partnership
Firm Name

Members of Firm and
Their Business Address

Corporation
Name

State of Incorporation

Name and Title of
Officers with Authority
to Sign Contract

Home Office Address

Local Address

Telephone

Layne Inliner, LLC

Indiana

Larry Purlee, President

Denise McCianahan, Vice President

Kathy Jarrell, Branch Manager

4143 Weaver Court, Hilliard, OH 43026

N/A

Telephone 614-529-6440

Fax 614-529-6441

E-mail kathy.jarrell@layne.com

Federal I.D.# 01-0684682

Dated this 23 day of March, 20 16

Bidder: Layne Inliner, LLC

(Person, Firm, or Corporation)

By:

Title: Branch Manager

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

BID BOND

Amount \$ TEN PERCENT (10%) OF THE AMOUNT OF THE BID

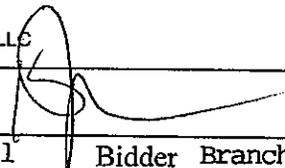
We, the undersigned, are held and firmly bound unto the City of Dayton, Ohio in the sum

of TEN PERCENT (10%) OF THE AMOUNT OF THE BID 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, LAYNE INLINER, LLC

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 24TH day of MARCH, 2016.

LAYNE INLINER, LLC
BY: 
Kathy Jarrell Bidder Branch Manager

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
BY: 
WILLIAM A. KANTLEHNER, III Surety ATTORNEY-IN-FACT

GARRETT-STOTZ COMPANY
Name of Insurance Agency

1601 ALLIANT AVENUE
LOUISVILLE, KY 40299-6338
Address of Insurance Agency

Telephone 502-415-7000 FAX 502-415-7051



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 228860

Certificate No. 006402906

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Deborah A. Yates, Steven M. Garrett, William A. Kantlehner III, Thomas J. Mitchell, Jeffrey A. Brown, Diane L. Phelps, S. Annette Mullet, Roger A. Neal, Stuart P. Peterson, Andrea Cortes, Ryan P Mitchell, and Andrew G. Windhorst, Jr.

of the City of Louisville, State of Kentucky, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law. Not limited to a specific dollar amount.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 6th day of July, 2015.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 6th day of July, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2014

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 127,187,283	UNEARNED PREMIUMS	\$ 855,349,712
BONDS	3,411,436,937	LOSSES	680,188,443
STOCKS	326,931,879	LOSS ADJUSTMENT EXPENSES	358,911,923
INVESTMENT INCOME DUE AND ACCRUED	45,277,103	COMMISSIONS	34,142,046
OTHER INVESTED ASSETS	4,019,416	TAXES, LICENSES AND FEES	11,534,868
PREMIUM BALANCES	209,982,904	OTHER EXPENSES	40,097,405
NET DEFERRED TAX ASSET	62,839,844	CURRENT FEDERAL AND FOREIGN INCOME TAXES	24,133,560
REINSURANCE RECOVERABLE	17,397,751	REMITTANCES AND ITEMS NOT ALLOCATED	11,082,682
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	8,224,694	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	41,744,896
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	9,057,199	RETROACTIVE REINSURANCE RESERVE ASSUMED	853,430
OTHER ASSETS	3,078,655	POLICYHOLDER DIVIDENDS	7,376,899
		PROVISION FOR REINSURANCE	3,416,505
		ADVANCE PREMIUM	1,327,118
		PAYABLE FOR SECURITIES	4,590,768
		PAYABLE FOR SECURITIES LENDING	8,224,694
		CEDED REINSURANCE NET PREMIUMS PAYABLE	28,084,142
		ESCHEAT LIABILITY	1,138,046
		OTHER ACCRUED EXPENSES AND LIABILITIES	421,157
		TOTAL LIABILITIES	\$ 2,110,576,190
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,874,373,715
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,114,657,475
TOTAL ASSETS	\$ 4,225,233,665	TOTAL LIABILITIES & SURPLUS	\$ 4,225,233,665

STATE OF CONNECTICUT)
 COUNTY OF HARTFORD) SS.
 CITY OF HARTFORD)

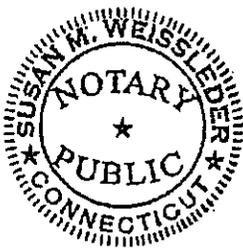
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2014.

Michael J Doody
 SECOND VICE PRESIDENT

Susan M. Weissleder
 NOTARY PUBLIC

SUBSCRIBED AND SWORN TO BEFORE ME THIS 19TH DAY OF MARCH, 2015

SUSAN M. WEISSLEDER
 Notary Public
 My Commission Expires November 30, 2017



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 03/26/2015

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

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

of Connecticut 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

Aircraft

Allied Lines

Boiler & Machinery

Burglary & Theft

Commercial Auto - Liability

Commercial Auto - No Fault

Commercial Auto - Phys Damage

Credit

Earthquake

Fidelity

Financial Guaranty

Fire

Glass

Inland Marine

Medical Malpractice

Multiple Peril - Commercial

Multiple Peril - Farmowners

Multiple Peril - Homeowners

Ocean Marine

Other Liability

Private Passenger Auto - Liab

Private Passenger Auto-Other

Private Passenger-Phys Damage

Surety

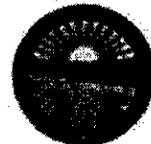
Workers Compensation

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA certified in its annual statement to this Department as of December 31, 2014 that it has admitted assets in the amount of \$4,225,233,665, liabilities in the amount of \$2,110,576,190, and surplus of at least \$2,114,657,475.

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



Please see attached.

BID BOND

Amount \$ _____

We, the undersigned, are held and firmly bound unto the City of Dayton, Ohio in the sum of _____ 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, _____ 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 _____ day of _____, 20_____.

Bidder

Surety

Name of Insurance Agency

Address of Insurance Agency

Telephone _____ FAX _____

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 1 of 3)

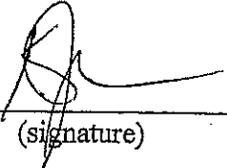
In accordance with Ordinance No. 30575-06 of the City of Dayton, Ohio Revised Code of General Ordinances, I, Kathy Jarrell hereby certify that _____
(print name – an Officer of the company)

Layne Inliner, LLC 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
- Made a good faith effort to contract with one or more qualified minority business enterprises to perform work required by this project, in accordance with bid documents, ordinances, and applicable Federal and State law

By: _____


(signature)

Title: Branch Manager

(P)

Date: 3/23/16

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 3 of 3)

D. Please provide a list of all minority business enterprises contacted for the purpose of obtaining quotes to perform work for this project.

Please see attached.

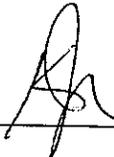
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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 Union, ss:

Kathy Jarrell being duly sworn, deposes and states as follows:

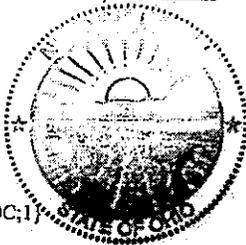
1. I am duly authorized to make the statements contained herein on behalf of Layne Inliner, LLC ("the Contracting Party").
2. The Contracting Party is a/an (select one):
 - Individual, partnership, or other unincorporated business association (including without limitation, a professional association organized under Ohio Revised Code Chapter 1785), estate, or trust.
 - Corporation organized and existing under the laws of the State of Indiana.
 - 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: Branch Manager

STATE OF OHIO,
COUNTY OF Union, ss:

Sworn to before me and subscribe in my presence by
this 14th day of March, 2016



JEREMY INGLE
Notary Public
In and for the State of Ohio
My Commission Expires
September 26, 2017

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: Burns Avenue Sanitary Liner Installation (Open Market) Dayton, OH
NAME LOCATION

During the performance of this contract:

Layne Inliner, LLC 4143 Weaver Court Hilliard, OH 43026 Ph: 614-529-6440 Fax: 614-529-6441
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 Percentage Terms
From 1/1/2000 to Present	<hr/> 11.5%
	Goals of Female Worker Utilization Expressed in Percentage Terms
From 4/1/80 to Present	<hr/> 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

Layne Inlibner, LLC (Contractor)
certifies that:

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

- Trenchless pipeline rehabilitation _____
- Excavating _____
- Landscaping _____
- Manholes _____
- TV/Cleaning Sewer Lines _____

- 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)

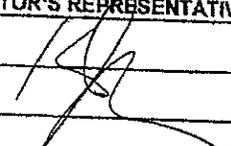
**FAILURE TO SUBMIT AND SIGN THIS DOCUMENT WITH YOUR BID
WILL RESULT IN YOUR BID NOT BEING READ**

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

Project Name:

Layne Inliner, LLC

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				Type of Service or Supply to be Provided	Type of Construction Work to be Performed
Firm Name, Tax I.D. Number and Mailing Address	Prime Contract Bld	Joint Venture Bld	Supply or Service Subcontract	Construction Subcontract			
Certified Business Firm Name: <u>N/A</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
Tax I.D. Number:							
Street Address:							
City/State/ Zip Code:							
Phone (area code/#):	E-mail:						
Total \$ Amount of PRIME CONTRACTOR'S Base Bid: _____		Total \$ to subcontract _____		Total % subcontract: _____			
PRIME CONTRACTOR'S REPRESENTATIVE							
Print Name: Kathy Jarrell				Street Address	4143 Weaver Court		
Sign Name:				City/State/Zip	Hilliard, OH 43026		

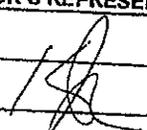
Project Name:

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

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.

Firm Name, Tax I.D. Number and Mailing Address	Please Check One				Type of Service or Supply to be Provided	Type of Construction Work to be Performed
	Prime Contract Bid	Joint Venture Bid	Supply or Service Subcontract	Construction Subcontract		
Certified Business Firm Name: <u>N/A</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Tax I.D. Number:						
Street Address:						
City/State/ Zip Code:						
Phone (area code/#):	E-mail:					

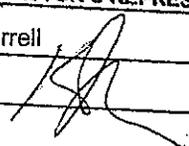
Total \$ Amount of PRIME CONTRACTOR'S Base Bid: _____ Total \$ to subcontract _____ Total % subcontract: _____

PRIME CONTRACTOR'S REPRESENTATIVE		Street Address	4143 Weaver Court
Print Name:	Kathy Jarrell		
Sign Name:		City/State/Zip	Hilliard, OH 43026

Project Name:

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

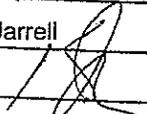
This form may be used for more than one funding source. City of Dayton general fund and State of Ohio funds: The City of Dayton has adopted procurement programs for Minority-owned, Woman-owned, Small Business Enterprises, and Dayton Local Small Business in accordance with Sections 35.30 – 35.68 of the 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					Type of Service or Supply to be Provided	Type of Construction Work to be Performed
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 type="checkbox"/>		
Certified Business Firm Name: <u>WBE</u>						
Tax I.D. Number:						
Street Address:						
City/State/ Zip Code:						
Phone (area code/#):	E-mail:					
Total \$ Amount of PRIME CONTRACTOR'S Base Bid: _____					Total \$ to subcontract: _____	Total % subcontract: _____
PRIME CONTRACTOR'S REPRESENTATIVE						
Print Name:	Kathy Jarrell		Street Address	4143 Weaver Court		
Sign Name:			City/State/Zip	Hilliard, OH 43026		

Project Name:

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

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.

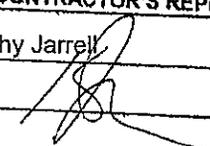
Firm Name, Tax I.D. Number and Mailing Address	Please Check One				Type of Service or Supply to be Provided	Type of Construction Work to be Performed	
	Prime Contract Bid <input type="checkbox"/>	Joint Venture Bid <input type="checkbox"/>	Supply or Service Subcontract <input type="checkbox"/>	Construction Subcontract <input type="checkbox"/>			
Certified Business Firm Name: <u>ALA</u>							
Tax I.D. Number:							
Street Address:							
City/State/ Zip Code:							
Phone (area code/#):	E-mail:						
Total \$ Amount of PRIME CONTRACTOR'S Base Bid: _____			Total \$ to subcontract _____		Total % subcontract: _____		
PRIME CONTRACTOR'S REPRESENTATIVE							
Print Name: Kathy Jarrell	Street Address: 4143 Weaver Court						
Sign Name: 	City/State/Zip: Hilliard, OH 43026						

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

Project Name:

Layne Inliner, LLC

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.

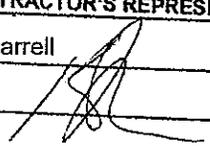
Firm Name, Tax I.D. Number and Mailing Address	Please Check One				Type of Service or Supply to be Provided	Type of Construction Work to be Performed
	Prime Contract Bid	Joint Venture Bid	Supply or Service Subcontract	Construction Subcontract		
Certified Business Firm Name: <u>LA</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Tax I.D. Number:						
Street Address:						
City/State/ Zip Code:						
Phone (area code/#):	E-mail:					
Total \$ Amount of PRIME CONTRACTOR'S Base Bid: _____		Total \$ to subcontract _____		Total % subcontract _____		
PRIME CONTRACTOR'S REPRESENTATIVE						
Print Name:	Kathy Jarrell			Street Address	4143 Weaver Court	
Sign Name:				City/State/Zip	Hilliard, OH 43026	

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

Project Name:

Layne Inliner, LLC

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.

Firm Name, Tax I.D. Number and Mailing Address	Please Check One				Type of Service or Supply to be Provided	Type of Construction Work to be Performed
	Prime Contract Bid <input type="checkbox"/>	Joint Venture Bid <input type="checkbox"/>	Supply or Service Subcontract <input type="checkbox"/>	Construction Subcontract <input type="checkbox"/>		
Certified Business Firm Name: <u> N/A </u>						
Tax I.D. Number:						
Street Address:						
City/State/ Zip Code:						
Phone (area code#):	E-mail:					
Total \$ Amount of PRIME CONTRACTOR'S Base Bid: _____			Total \$ to subcontract _____		Total % subcontract: _____	
PRIME CONTRACTOR'S REPRESENTATIVE						
Print Name:	Kathy Jarrell			Street Address	4143 Weaver Court	
Sign Name:				City/State/Zip	Hilliard, OH 43026	

WAIVER REQUEST DOCUMENTED ACTIVITY FORM

Date March 24, 2016

Project: Burns Ave Sanitary Liner Installation
(Open Market)

Participation Goal (list only one): WBE

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, MBE/WBE/SBE/DLSB or HUD3 Participation Goal must maintain supporting documentation and will be required to provide such documentation within two days of its request. The bidder must provide a written explanation of the good faith effort for all activities listed on the waiver form at the time the bid is submitted. If no explanation is provided, the waiver form will not be accepted. The City of Dayton Human Relations Council (HRC) shall review and evaluate the bidder's efforts to meet and comply with the project participation goal. A bidder will be granted a waiver for the MBE/WBE/SBE/DLSB or HUD3 goal based on your good faith efforts; and only where the HRC determines that the bidder has completed all items in the following list of activities. In determining whether a bidder has made good faith efforts, the Executive Director of the Council, or his/her designee, may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful lowest and best bidder fails to meet the contract goal, but others meet it, the Executive Director of the Council, or his/her designee, may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. The waiver request form must be submitted with your bid if you are requesting a waiver of any goal.

Check if completed	Activity Description
X	Solicited the interest of all certified MBE/WBE/SBE/DLSB or HUD3 having the capability to perform the work of the contract. The bidder must solicit this interest at least ten (10) business days before bid submittal deadline in order to allow the MBE/WBE/SBE/DLSB or HUD3 sufficient time to respond to the solicitation. Electronic communication will not be deemed as sufficient good faith effort, if it is the sole method of communication used.
X	Divided contract work items into economically feasible units to facilitate MBE/WBE/SBE/DLSB or HUD3 participation, even when the bidder might otherwise prefer to perform these work items with its own forces.
	Negotiated with MBE/WBE/SBE/DLSB or HUD3 subcontractors, and has taken the subcontractors' price and capabilities, as well as the contract goals, into consideration. Rejected MBE/WBE/SBE/DLSB or HUD3 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.
	Provided interested MBE/WBE/SBE/DLSB or HUD3 with plans and specifications at no cost, or directed to, the Minority Business Assistance Center (MBAC) for information about the plans, specifications, and requirements of the contract at least ten (10) business days of the bid submittal deadline in order to assist them in responding to a solicitation.
X	Sought the assistance of the Minority Business Assistance Center (MBAC) or used the services of community organizations, contractors' groups, local, state or federal business assistance offices, or similar organizations to find subcontractors certified as (circle one: MBE/WBE/SBE/DLSB or HUD3). Contacting HRC for the certified list will not be deemed as sufficient good faith efforts.
Bidding Company Name:	Layne Inliner, LLC

WAIVER REQUEST DOCUMENTED ACTIVITY FORM

Date March 24, 2016

Project: Burns Ave Sanitary Liner Installation
(Open Market)

Participation Goal (list only one): DBE

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, **MBE/WBE/SBE/DLSB or HUD3** Participation Goal must maintain supporting documentation and will be required to provide such documentation within two days of its request. The bidder must provide a written explanation of the good faith effort for all activities listed on the waiver form at the time the bid is submitted. If no explanation is provided, the waiver form will not be accepted. The City of Dayton Human Relations Council (HRC) shall review and evaluate the bidder's efforts to meet and comply with the project participation goal. A bidder will be granted a waiver for the **MBE/WBE/SBE/DLSB or HUD3** goal based on your good faith efforts; and only where the HRC determines that the bidder has completed all items in the following list of activities. In determining whether a bidder has made good faith efforts, the Executive Director of the Council, or his/her designee, may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful lowest and best bidder fails to meet the contract goal, but others meet it, the Executive Director of the Council, or his/her designee, may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. The waiver request form must be submitted with your bid if you are requesting a waiver of any goal.

Check if completed	Activity Description
X	Solicited the interest of all certified MBE/WBE/SBE/DLSB or HUD3 having the capability to perform the work of the contract. The bidder must solicit this interest at least ten (10) business days before bid submittal deadline in order to allow the MBE/WBE/SBE/DLSB or HUD3 sufficient time to respond to the solicitation. Electronic communication will not be deemed as sufficient good faith effort, if it is the sole method of communication used.
X	Divided contract work items into economically feasible units to facilitate MBE/WBE/SBE/DLSB or HUD3 participation, even when the bidder might otherwise prefer to perform these work items with its own forces.
	Negotiated with MBE/WBE/SBE/DLSB or HUD3 subcontractors, and has taken the subcontractors' price and capabilities, as well as the contract goals, into consideration. Rejected MBE/WBE/SBE/DLSB or HUD3 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.
	Provided interested MBE/WBE/SBE/DLSB or HUD3 with plans and specifications at no cost, or directed to, the Minority Business Assistance Center (MBAC) for information about the plans, specifications, and requirements of the contract at least ten (10) business days of the bid submittal deadline in order to assist them in responding to a solicitation.
X	Sought the assistance of the Minority Business Assistance Center (MBAC) or used the services of community organizations, contractors' groups, local, state or federal business assistance offices, or similar organizations to find subcontractors certified as (circle one: MBE/WBE/SBE/DLSB or HUD3). Contacting HRC for the certified list will not be deemed as sufficient good faith efforts.
Bidding Company Name:	Layne Inliner, LLC

WAIVER REQUEST DOCUMENTED ACTIVITY FORM

Date March 24, 2016

Project: Burns Ave Sanitary Liner Installation
(Open Market)

Participation Goal (list only one): MBE

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, **MBE/WBE/SBE/DLSB or HUD3** Participation Goal must maintain supporting documentation and will be required to provide such documentation within two days of its request. The bidder must provide a written explanation of the good faith effort for all activities listed on the waiver form at the time the bid is submitted. If no explanation is provided, the waiver form will not be accepted. The City of Dayton Human Relations Council (HRC) shall review and evaluate the bidder's efforts to meet and comply with the project participation goal. A bidder will be granted a waiver for the **MBE/WBE/SBE/DLSB or HUD3** goal based on your good faith efforts; and only where the HRC determines that the bidder has completed all items in the following list of activities. In determining whether a bidder has made good faith efforts, the Executive Director of the Council, or his/her designee, may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful lowest and best bidder fails to meet the contract goal, but others meet it, the Executive Director of the Council, or his/her designee, may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. **The waiver request form must be submitted with your bid if you are requesting a waiver of any goal.**

Check if completed	Activity Description
X	Solicited the interest of all certified MBE/WBE/SBE/DLSB or HUD3 having the capability to perform the work of the contract. The bidder must solicit this interest at least ten (10) business days before bid submittal deadline in order to allow the MBE/WBE/SBE/DLSB or HUD3 sufficient time to respond to the solicitation. Electronic communication will not be deemed as sufficient good faith effort, if it is the sole method of communication used.
X	Divided contract work items into economically feasible units to facilitate MBE/WBE/SBE/DLSB or HUD3 participation, even when the bidder might otherwise prefer to perform these work items with its own forces.
	Negotiated with MBE/WBE/SBE/DLSB or HUD3 subcontractors, and has taken the subcontractors' price and capabilities, as well as the contract goals, into consideration. Rejected MBE/WBE/SBE/DLSB or HUD3 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.
	Provided interested MBE/WBE/SBE/DLSB or HUD3 with plans and specifications at no cost, or directed to, the Minority Business Assistance Center (MBAC) for information about the plans, specifications, and requirements of the contract at least ten (10) business days of the bid submittal deadline in order to assist them in responding to a solicitation.
X	Sought the assistance of the Minority Business Assistance Center (MBAC) or used the services of community organizations, contractors' groups, local, state or federal business assistance offices, or similar organizations to find subcontractors certified as (circle one: MBE/WBE/SBE/DLSB or HUD3). Contacting HRC for the certified list will not be deemed as sufficient good faith efforts.
Bidding Company Name:	Layne Inliner, LLC

WAIVER REQUEST DOCUMENTED ACTIVITY FORM

Date March 24, 2016

Project: Burns Ave Sanitary Liner Installation
(Open Market)

Participation Goal (list only one): DLBS

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, **MBE/WBE/SBE/DLSB or HUD3** Participation Goal must maintain supporting documentation and will be required to provide such documentation within two days of its request. The bidder must provide a written explanation of the good faith effort for all activities listed on the waiver form at the time the bid is submitted. If no explanation is provided, the waiver form will not be accepted. The City of Dayton Human Relations Council (HRC) shall review and evaluate the bidder's efforts to meet and comply with the project participation goal. A bidder will be granted a waiver for the **MBE/WBE/SBE/DLSB or HUD3** goal based on your good faith efforts; and only where the HRC determines that the bidder has completed all items in the following list of activities. In determining whether a bidder has made good faith efforts, the Executive Director of the Council, or his/her designee, may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful lowest and best bidder fails to meet the contract goal, but others meet it, the Executive Director of the Council, or his/her designee, may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. **The waiver request form must be submitted with your bid if you are requesting a waiver of any goal.**

Check if completed	Activity Description
X	Solicited the interest of all certified MBE/WBE/SBE/DLSB or HUD3 having the capability to perform the work of the contract. The bidder must solicit this interest at least ten (10) business days before bid submittal deadline in order to allow the MBE/WBE/SBE/DLSB or HUD3 sufficient time to respond to the solicitation. Electronic communication will not be deemed as sufficient good faith effort, if it is the sole method of communication used.
X	Divided contract work items into economically feasible units to facilitate MBE/WBE/SBE/DLSB or HUD3 participation, even when the bidder might otherwise prefer to perform these work items with its own forces.
	Negotiated with MBE/WBE/SBE/DLSB or HUD3 subcontractors, and has taken the subcontractors' price and capabilities, as well as the contract goals, into consideration. Rejected MBE/WBE/SBE/DLSB or HUD3 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.
	Provided interested MBE/WBE/SBE/DLSB or HUD3 with plans and specifications at no cost, or directed to, the Minority Business Assistance Center (MBAC) for information about the plans, specifications, and requirements of the contract at least ten (10) business days of the bid submittal deadline in order to assist them in responding to a solicitation.
X	Sought the assistance of the Minority Business Assistance Center (MBAC) or used the services of community organizations, contractors' groups, local, state or federal business assistance offices, or similar organizations to find subcontractors certified as (circle one: MBE/WBE/SBE/DLSB or HUD3). Contacting HRC for the certified list will not be deemed as sufficient good faith efforts.
Bidding Company Name:	Layne Inliner, LLC

WAIVER REQUEST DOCUMENTED ACTIVITY FORM

Date March 24, 2016

Project: Burns Ave Sanitary Liner Installation
(Open Market)

Participation Goal (list only one): HUD3

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, **MBE/WBE/SBE/DLSB or HUD3** Participation Goal must maintain supporting documentation and will be required to provide such documentation within two days of its request. The bidder must provide a written explanation of the good faith effort for all activities listed on the waiver form at the time the bid is submitted. If no explanation is provided, the waiver form will not be accepted. The City of Dayton Human Relations Council (HRC) shall review and evaluate the bidder's efforts to meet and comply with the project participation goal. A bidder will be granted a waiver for the **MBE/WBE/SBE/DLSB or HUD3** goal based on your good faith efforts; and only where the HRC determines that the bidder has completed all items in the following list of activities. In determining whether a bidder has made good faith efforts, the Executive Director of the Council, or his/her designee, may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful lowest and best bidder fails to meet the contract goal, but others meet it, the Executive Director of the Council, or his/her designee, may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. **The waiver request form must be submitted with your bid if you are requesting a waiver of any goal.**

Check if completed	Activity Description
X	Solicited the interest of all certified MBE/WBE/SBE/DLSB or HUD3 having the capability to perform the work of the contract. The bidder must solicit this interest at least ten (10) business days before bid submittal deadline in order to allow the MBE/WBE/SBE/DLSB or HUD3 sufficient time to respond to the solicitation. Electronic communication will not be deemed as sufficient good faith effort, if it is the sole method of communication used.
X	Divided contract work items into economically feasible units to facilitate MBE/WBE/SBE/DLSB or HUD3 participation, even when the bidder might otherwise prefer to perform these work items with its own forces.
	Negotiated with MBE/WBE/SBE/DLSB or HUD3 subcontractors, and has taken the subcontractors' price and capabilities, as well as the contract goals, into consideration. Rejected MBE/WBE/SBE/DLSB or HUD3 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.
	Provided interested MBE/WBE/SBE/DLSB or HUD3 with plans and specifications at no cost, or directed to, the Minority Business Assistance Center (MBAC) for information about the plans, specifications, and requirements of the contract at least ten (10) business days of the bid submittal deadline in order to assist them in responding to a solicitation.
X	Sought the assistance of the Minority Business Assistance Center (MBAC) or used the services of community organizations, contractors' groups, local, state or federal business assistance offices, or similar organizations to find subcontractors certified as (circle one: MBE/WBE/SBE/DLSB or HUD3). Contacting HRC for the certified list will not be deemed as sufficient good faith efforts.
Bidding Company Name:	Layne Inliner, LLC

Melissa Patch

From: RightFax E-mail Gateway <RightfaxNDR@Layne.com>
Posted At: Monday, March 14, 2016 3:36 PM
Conversation: Fax to 15135264569 abandoned after 5 attempts. RE: Solicitation for quotes
Posted To: Junk E-Mail

Subject: Fax to 15135264569 abandoned after 5 attempts. RE: Solicitation for quotes

Fax to 15135264569 abandoned after 5 attempts. RE: Solicitation for quotes

From: Melissa.Patch@Layne.com
Cost Center: 3298

Time: 3/14/2016 2:09:36 PM
Sent to 15135264569 with remote ID ""
Result: (0/325;4/500) Remote end was ringing but did not answer Page record: NONE SENT Elapsed time: 01:16 on channel 1

Time: 3/14/2016 2:16:23 PM
Sent to 15135264569 with remote ID ""
Result: (4/259;0/0) Unknown Error (24)
Page record: NONE SENT
Elapsed time: 00:38 on channel 3

Time: 3/14/2016 2:22:05 PM
Sent to 15135264569 with remote ID ""
Result: (4/259;0/0) Unknown Error (24)
Page record: NONE SENT
Elapsed time: 00:31 on channel 2

Time: 3/14/2016 2:27:54 PM
Sent to 15135264569 with remote ID ""
Result: (0/325;4/500) Remote end was ringing but did not answer Page record: NONE SENT Elapsed time: 01:09 on channel 3

Time: 3/14/2016 2:34:22 PM
Sent to 15135264569 with remote ID ""
Result: (0/325;4/500) Remote end was ringing but did not answer Page record: NONE SENT Elapsed time: 01:00 on channel 1

Melissa Patch

From: RightFax E-mail Gateway <RightfaxNDR@Layne.com>
Posted At: Monday, March 14, 2016 3:12 PM
Conversation: Your fax has been successfully sent to 19373723500 at 19373723500. RE: Solicitation for quotes
Posted To: Inbox
Subject: Your fax has been successfully sent to 19373723500 at 19373723500. RE: Solicitation for quotes

Your fax has been successfully sent to 19373723500 at 19373723500. RE: Solicitation for quotes

From: Melissa.Patch@Layne.com
Cost Center: 3298

Time: 3/14/2016 2:10:25 PM
Sent to 19373723500 with remote ID "937 372 3500"
Result: (0/339;0/0) Successful Send
Page record: 1 - 4
Elapsed time: 01:08 on channel 0

Melissa Patch

From: RightFax E-mail Gateway <RightfaxNDR@Layne.com>
Posted At: Monday, March 14, 2016 3:13 PM
Conversation: Your fax has been successfully sent to 19377901022 at 19377901022. RE: Solicitation for quotes
Posted To: Inbox
Subject: Your fax has been successfully sent to 19377901022 at 19377901022. RE: Solicitation for quotes

Your fax has been successfully sent to 19377901022 at 19377901022. RE: Solicitation for quotes

From: Melissa.Patch@Layne.com
Cost Center: 3298

Time: 3/14/2016 2:10:20 PM
Sent to: 19377901022 with remote ID ""
Result: (0/339;0/0) Successful Send
Page record: 1 - 4
Elapsed time: 02:11 on channel 2

Melissa Patch

From: RightFax E-mail Gateway <RightfaxNDR@Layne.com>
Posted At: Monday, March 14, 2016 3:15 PM
Conversation: Your fax has been successfully sent to 19378374890 at 19378374890. RE: Solicitation for quotes
Posted To: Inbox
Subject: Your fax has been successfully sent to 19378374890 at 19378374890. RE: Solicitation for quotes

Your fax has been successfully sent to 19378374890 at 19378374890. RE: Solicitation for quotes

From: Melissa.Patch@Layne.com
Cost Center: 3298

Time: 3/14/2016 2:12:10 PM
Sent to: 19378374890 with remote ID ""
Result: (0/339;0/0) Successful Send
Page record: 1 - 4
Elapsed time: 02:12 on channel 1

Melissa Patch

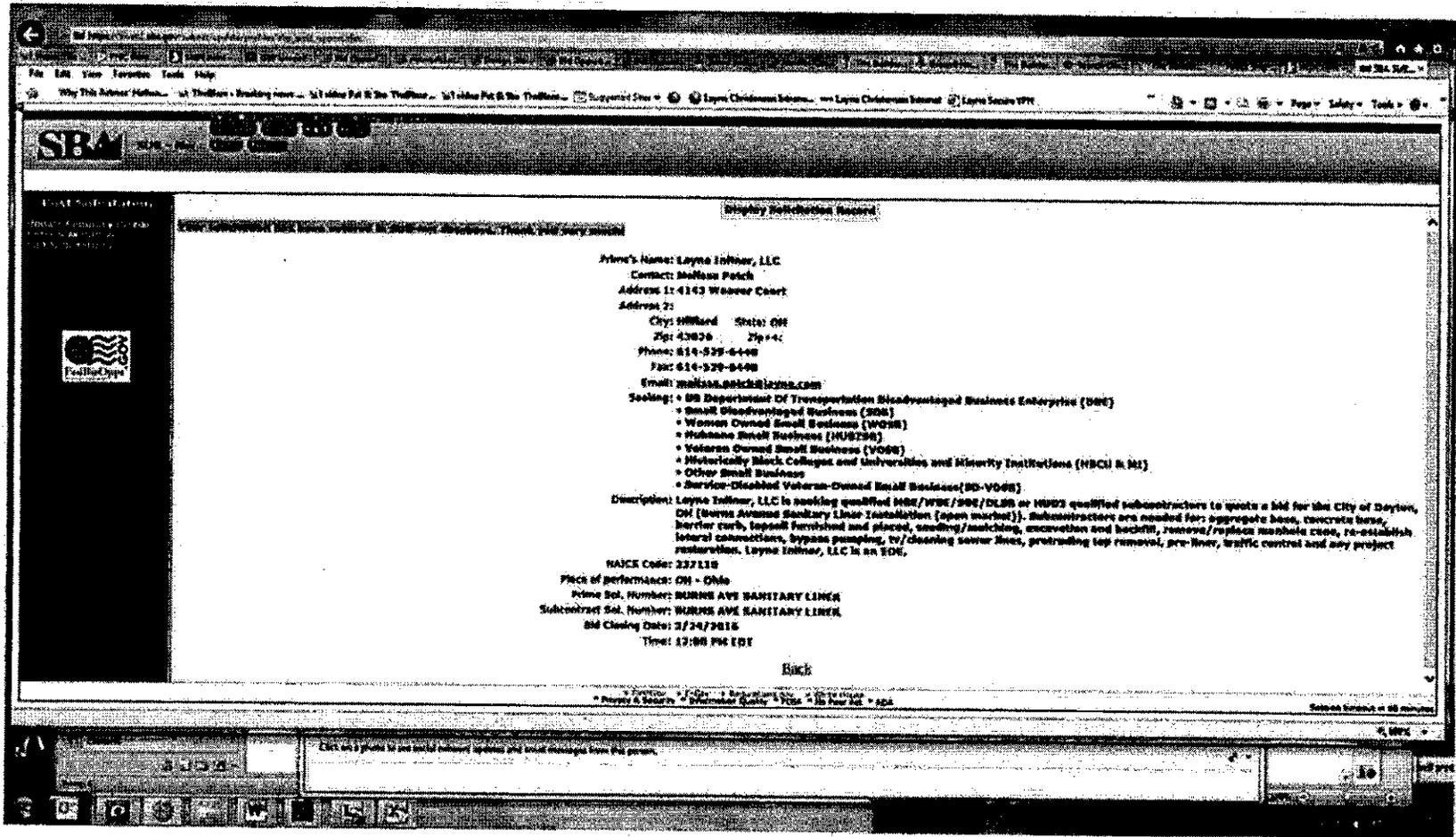
From: RightFax E-mail Gateway <RightfaxNDR@Layne.com>
Posted At: Monday, March 14, 2016 3:18 PM
Conversation: Your fax has been successfully sent to 19372261588 at 19372261588. RE: Solicitation for quotes
Posted To: Inbox
Subject: Your fax has been successfully sent to 19372261588 at 19372261588. RE: Solicitation for quotes

Your fax has been successfully sent to 19372261588 at 19372261588. RE: Solicitation for quotes

From: Melissa.Patch@Layne.com
Cost Center: 3298

Time: 3/14/2016 2:09:36 PM
Sent to 19372261588 with remote ID "1-937-226-1588"
Result: (0/339;4/33) Transmission/Reception Error Page record: NONE SENT Elapsed time: 00:38 on channel 3

Time: 3/14/2016 2:15:56 PM
Sent to 19372261588 with remote ID "1-937-226-1588"
Result: (0/339;0/0) Successful Send
Page record: 1 - 4
Elapsed time: 01:29 on channel 2



Display Solicitation Record

Your solicitation has been entered in SUB-War database. Thank you very much!

Prime's Name: **Layne Inliner, LLC**

Contact: **Melissa Patch**

Address 1: **4143 Weaver Court**

Address 2:

City: **Hilliard** State: **OH**

Zip: **43026** Zip+4:

Phone: **614-529-6440**

Fax: **614-529-6440**

Email: **melissa.patch@layne.com**

Seeking: • **US Department Of Transportation
Disadvantaged Business Enterprise (DBE)**
• **Small Disadvantaged Business (SDB)**
• **Women Owned Small Business (WOSB)**
• **Hubzone Small Business (HUBZSB)**
• **Veteran Owned Small Business (VOSB)**
• **Historically Black Colleges and Universities and
Minority Institutions (HBCU & MI)**
• **Other Small Business**
• **Service-Disabled Veteran-Owned Small
Business(SD-VOSB)**

Description: **Layne Inliner, LLC is seeking qualified
MBE/WBE/SBE/DLSB or HUD3 qualified
subcontractors to quote a bid for the City of
Dayton, OH (Burns Avenue Sanitary Liner
Installation (open market)). Subcontractors are
needed for: aggregate base, concrete base,
barrier curb, topsoil furnished and placed,
seeding/mulching, excavation and backfill,
remove/replace manhole cone, re-establish
lateral connections, bypass pumping,
tv/cleaning sewer lines, protruding tap removal,
pre-liner, traffic control and any project
restoration. Layne Inliner, LLC is an EOE.**

NAICS Code: **237110**

Place of performance: **OH - Ohio**

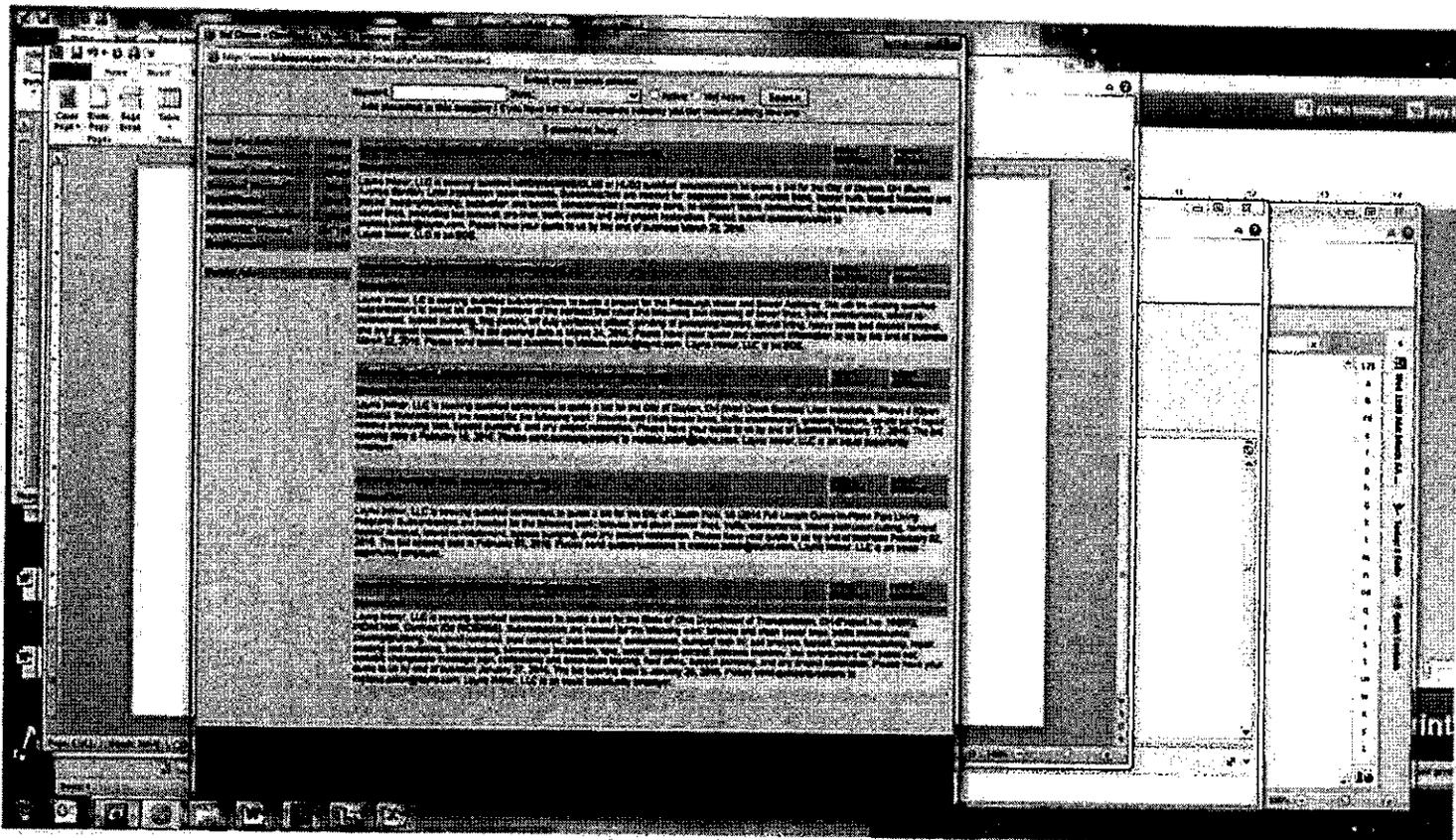
Prime Sol. Number: **BURNS AVE SANITARY LINER**

Subcontract Sol. Number: **BURNS AVE SANITARY LINER**

Bid Closing Date: **3/24/2016**

Time: **12:00 PM EDT**

[Back](#)



Select your search criteria:

Keyword: State: Active Not Active

Add classified in this category / If you have not found appropriate category you can request adding new one

5 classifieds found

Items For Sale	0 of 0	Attention Qualified MBE/WBE/SBE/DLSB or HUD3 Subcontractors (eEO)	Added: 03/16/16	Expires: 03/16/16
		State: OH		
		Layne Inliner, LLC is seeking qualified MBE/WBE/SBE/DLSB or HUD3 qualified subcontractors to quote a bid for the City of Dayton, OH (Burns Avenue Sanitary Liner Installation (open market)). Subcontractors are needed for: aggregate base, concrete base, barrier curb, topsoil furnished and placed, seeding/mulching, excavation and backfill, remove/replace manhole cone, re-establish lateral connections, bypass pumping, tv/cleaning sewer lines, protruding tap removal, pre-liner, traffic control and any project restoration. Please submit quotes/question to Melissa.patch@layne.com. Please have your quote to us by the end of business March 22, 2016. Layne Inliner, LLC is an EOE.		
		Attention Qualified MBE/WBE Contractors (eEO)	Added: 03/17/16	Expires: 03/17/16
		State: OH		
		Layne Inliner, LC is seeking qualified subcontractors to quote a project for the Pittsburgh Water and Sewer Authority. We will be utilizing qualified subcontractors to assist us with the portions of the contract that cover the televising and cleaning of sewer lines, traffic maintenance, lateral re-instatement, bypass pumping, flag person, off duty uniformed officer, grinding of protruding laterals, lateral lining, heavy roots and deposit removal, and any project restoration. The bid opening date is March 24, 2016. Please have your quote and pertinent information to us by the end of business March 22, 2016. Please send quotes and questions to Melissa.patch@layne.com. Layne Inliner, LLC is an EOE.		
		Attention Qualified MBE/WBE Contractors (eEO)	Added: 02/18/16	Expires: 02/18/16
		State: OH		
		Layne Inliner, LLC is seeking qualified contractors to quote a bid for the City of Dayton, OH (Wolf Creek Sanitary Liner Installation, Phase 4 (Open Market)). Subcontractors are needed for the following work: televise and clean sewer lines, traffic maintenance, grouting laterals, no-dip point repair, remove protruding taps, bypass pumping, and any project restoration. Please have your quote to us by end of business February 17, 2016. The bid opening date is February 18, 2016. Please send quotes/questions to melissa.patch@layne.com. Layne Inliner, LLC is an equal opportunity employer.		
		Attention Qualified DBE/DFBE/EDGE Subcontractors (eEO)	Added: 02/03/15	Expires: 02/03/15
		State: MI		
		Layne Inliner, LLC is seeking qualified contractors to quote a bid for the City of Lincoln Park, MI (2016 Full Length Cured-In-Place Pipe Lining Program). Subcontractors are needed for the following work: televise and clean sewer lines, traffic maintenance, lateral protrusion cutting, mineral deposit removal, lateral reinstatement, bypass pumping, and any project restoration. Please have your quote to us by end of business February 02, 2015. The bid opening date is February 03, 2015. Please send quotes/questions to melissa.patch@layne.com. Layne Inliner, LLC is an equal opportunity employer.		
		Attention Qualified DBE/DFBE/EDGE Subcontractors (eEO)	Added: 02/03/15	Expires: 02/03/15
		State: OH		
		Layne Inliner, LLC is seeking qualified contractors to quote a bid for the State of Ohio Department of Transportation, OH (Project No. 160072, PID#87695, Contract ID# RIC87695). Subcontractors are needed for the following work: televise and clean sewer		



March 14, 2016

Wise Services, Inc.
1705 Guenther Road
Dayton, OH 45417

Phone: 937-854-0281
Fax: 937-8374890

To Whom it May Concern:

We are contacting your office for the solicitation of MBE/WBE/SBE/DLSB or HUD3 participation in regards to the City of Dayton, Ohio (Burns Avenue Sanitary Liner Installation (open market)). Sealed proposals will be received by the City of Dayton, 101 W. Third Street, Dayton, OH. The bid date is March 24, 2016. Contract documents are on file and available for viewing at the above-mentioned address.

We will be utilizing qualified subcontractors to assist us with the portions of the contract that cover the televise and clean sewer lines, aggregate base, concrete base, barrier curb, topsoil furnished and placed, seeding and mulching, excavation & backfill, remove/replace manhole cone, reinstate laterals, bypass pumping, protruding lateral removal, pre-liner, traffic maintenance, and any project restoration. If your company is interested in submitting a bid, please contact Kathy Jarrell, Jeremy Ingle or myself at the following, to provide information or to answer any questions:

Layne Inliner, LLC
4143 Weaver Court
Hilliard, Ohio 43026
Phone: (614) 529-6440
Fax: (614) 529-6441

Please include your certification and a copy of your State operations license and pertinent ID number(s). Please include any pertinent information that may be needed for the submittals on the project. Please call as-soon-as possible, if interested, to allow Layne ample time to submit our bid with the needed information. We look forward to working with you on this project.

Sincerely,
Layne Inliner, LLC

PLEASE SIGN-OFF to acknowledge receipt
and fax back to (614) 529-6441. Thank you.

A handwritten signature in black ink, appearing to read "Melissa Patch".

Melissa Patch
Administrative Assistant



March 14, 2016

Hi-Mark Construction Company, Inc.
3577 Commerce Drive
Middletown, OH 45005

Phone: 513-423-4272
Fax: 513-423-5750

To Whom it May Concern:

We are contacting your office for the solicitation of MBE/WBE/SBE/DLSB or HUD3 participation in regards to the City of Dayton, Ohio (Burns Avenue Sanitary Liner Installation (open market)). Sealed proposals will be received by the City of Dayton, 101 W. Third Street, Dayton, OH. The bid date is March 24, 2016. Contract documents are on file and available for viewing at the above-mentioned address.

We will be utilizing qualified subcontractors to assist us with the portions of the contract that cover the televising and clean sewer lines, aggregate base, concrete base, barrier curb, topsoil furnished and placed, seeding and mulching, excavation & backfill, remove/replace manhole cone, reinstate laterals, bypass pumping, protruding lateral removal, pre-liner, traffic maintenance, and any project restoration. If your company is interested in submitting a bid, please contact Kathy Jarrell, Jeremy Ingle or myself at the following, to provide information or to answer any questions:

Layne Inliner, LLC
4143 Weaver Court
Hilliard, Ohio 43026
Phone: (614) 529-6440
Fax: (614) 529-6441

Please include your certification and a copy of your State operations license and pertinent ID number(s). Please include any pertinent information that may be needed for the submittals on the project. Please call as-soon-as possible, if interested, to allow Layne ample time to submit our bid with the needed information. We look forward to working with you on this project.

Sincerely,
Layne Inliner, LLC

PLEASE SIGN-OFF to acknowledge receipt
and fax back to (614) 529-6441. Thank you.

A handwritten signature in cursive script that reads "Melissa Patch".

Melissa Patch
Administrative Assistant



March 14, 2016

K&T Construction Company, Inc.
275 Conover Drive
Franklin, OH 45005

Phone: 937-790-1020
Fax: 937-790-1022

To Whom it May Concern:

We are contacting your office for the solicitation of MBE/WBE/SBE/DLSB or HUD3 participation in regards to the City of Dayton, Ohio (Burns Avenue Sanitary Liner Installation (open market)). Sealed proposals will be received by the City of Dayton, 101 W. Third Street, Dayton, OH. The bid date is March 24, 2016. Contract documents are on file and available for viewing at the above-mentioned address.

We will be utilizing qualified subcontractors to assist us with the portions of the contract that cover the televising and clean sewer lines, aggregate base, concrete base, barrier curb, topsoil furnished and placed, seeding and mulching, excavation & backfill, remove/replace manhole cone, reinstate laterals, bypass pumping, protruding lateral removal, pre-liner, traffic maintenance, and any project restoration. If your company is interested in submitting a bid, please contact Kathy Jarrell, Jeremy Ingle or myself at the following, to provide information or to answer any questions:

Layne Inliner, LLC
4143 Weaver Court
Hilliard, Ohio 43026
Phone: (614) 529-6440
Fax: (614) 529-6441

Please include your certification and a copy of your State operations license and pertinent ID number(s). Please include any pertinent information that may be needed for the submittals on the project. Please call as-soon-as possible, if interested, to allow Layne ample time to submit our bid with the needed information. We look forward to working with you on this project.

Sincerely,
Layne Inliner, LLC

PLEASE SIGN-OFF to acknowledge receipt
and fax back to (614) 529-6441. Thank you.

A handwritten signature in black ink, appearing to read "Melissa Patch".

Melissa Patch
Administrative Assistant



March 14, 2016

DDickerson Construction Services, LLC
869 US Route 68
South Xenia, OH 45385

Phone: 937-372-5921
Fax: 937-372-3500

To Whom it May Concern:

We are contacting your office for the solicitation of MBE/WBE/SBE/DLSB or HUD3 participation in regards to the City of Dayton, Ohio (Burns Avenue Sanitary Liner Installation (open market)). Sealed proposals will be received by the City of Dayton, 101 W. Third Street, Dayton, OH. The bid date is March 24, 2016. Contract documents are on file and available for viewing at the above-mentioned address.

We will be utilizing qualified subcontractors to assist us with the portions of the contract that cover the televise and clean sewer lines, aggregate base, concrete base, barrier curb, topsoil furnished and placed, seeding and mulching, excavation & backfill, remove/replace manhole cone, reinstate laterals, bypass pumping, protruding lateral removal, pre-liner, traffic maintenance, and any project restoration. If your company is interested in submitting a bid, please contact Kathy Jarrell, Jeremy Ingle or myself at the following, to provide information or to answer any questions:

Layne Inliner, LLC
4143 Weaver Court
Hilliard, Ohio 43026
Phone: (614) 529-6440
Fax: (614) 529-6441

Please include your certification and a copy of your State operations license and pertinent ID number(s). Please include any pertinent information that may be needed for the submittals on the project. Please call as-soon-as possible, if interested, to allow Layne ample time to submit our bid with the needed information. We look forward to working with you on this project.

Sincerely,
Layne Inliner, LLC

PLEASE SIGN-OFF to acknowledge receipt
and fax back to (614) 529-6441. Thank you.

A handwritten signature in cursive script that reads "Melissa Patch".

Melissa Patch
Administrative Assistant



March 14, 2016

New Industry Standard, LLC
3329 Stanley Ave, Suite C
Dayton, OH 45404

Phone: 937-251-1624
Fax: 937-226-1588

To Whom it May Concern:

We are contacting your office for the solicitation of MBE/WBE/SBE/DLSB or HUD3 participation in regards to the City of Dayton, Ohio (Burns Avenue Sanitary Liner Installation (open market)). Sealed proposals will be received by the City of Dayton, 101 W. Third Street, Dayton, OH. The bid date is March 24, 2016. Contract documents are on file and available for viewing at the above-mentioned address.

We will be utilizing qualified subcontractors to assist us with the portions of the contract that cover the televise and clean sewer lines, aggregate base, concrete base, barrier curb, topsoil furnished and placed, seeding and mulching, excavation & backfill, remove/replace manhole cone, reinstate laterals, bypass pumping, protruding lateral removal, pre-liner, traffic maintenance, and any project restoration. If your company is interested in submitting a bid, please contact Kathy Jarrell, Jeremy Ingle or myself at the following, to provide information or to answer any questions:

Layne Inliner, LLC
4143 Weaver Court
Hilliard, Ohio 43026
Phone: (614) 529-6440
Fax: (614) 529-6441

Please include your certification and a copy of your State operations license and pertinent ID number(s). Please include any pertinent information that may be needed for the submittals on the project. Please call as-soon-as possible, if interested, to allow Layne ample time to submit our bid with the needed information. We look forward to working with you on this project.

Sincerely,
Layne Inliner, LLC

PLEASE SIGN-OFF to acknowledge receipt and fax back to (614) 529-6441. Thank you.

Melissa Patch
Administrative Assistant



March 14, 2016

Rife Inc.
3819 Oxford Millville Road
Oxford, OH 45056

Phone: 513-323-6287
Fax: 513-323-4569

To Whom it May Concern:

We are contacting your office for the solicitation of MBE/WBE/SBE/DLSB or HUD3 participation in regards to the City of Dayton, Ohio (Burns Avenue Sanitary Liner Installation (open market)). Sealed proposals will be received by the City of Dayton, 101 W. Third Street, Dayton, OH. The bid date is March 24, 2016. Contract documents are on file and available for viewing at the above-mentioned address.

We will be utilizing qualified subcontractors to assist us with the portions of the contract that cover the televise and clean sewer lines, aggregate base, concrete base, barrier curb, topsoil furnished and placed, seeding and mulching, excavation & backfill, remove/replace manhole cone, reinstate laterals, bypass pumping, protruding lateral removal, pre-liner, traffic maintenance, and any project restoration. If your company is interested in submitting a bid, please contact Kathy Jarrell, Jeremy Ingle or myself at the following, to provide information or to answer any questions:

Layne Inliner, LLC
4143 Weaver Court
Hilliard, Ohio 43026
Phone: (614) 529-6440
Fax: (614) 529-6441

Please include your certification and a copy of your State operations license and pertinent ID number(s). Please include any pertinent information that may be needed for the submittals on the project. Please call as-soon-as possible, if interested, to allow Layne ample time to submit our bid with the needed information. We look forward to working with you on this project.

Sincerely,
Layne Inliner, LLC

PLEASE SIGN-OFF to acknowledge receipt
and fax back to (614) 529-6441. Thank you.

Melissa Patch
Administrative Assistant

//

**CITY OF DAYTON
CITY MANAGER'S REPORT**

TO: City Manager Date April 20, 2016
FROM: Public Works/Civil Engineering Code 41755-6450-1424-54
Department/Division Fund Title E. Fifth St/Hamilton Bikeway
(CHECK ONE) Amount \$ \$808,279.40

Purchase Order Lease Agreement Supplier/Vendor/Company/Individual:
 Price Agreement Estimate of Cost NAME L.J. DeWeese Co., Inc.
 Award of Contract Payment of Voucher ADDRESS 3616 Tipp-Cowlesville Road
 Other _____ Tipp City, Ohio 45371

Justification and description of purchase, contract or payment:

EAST FIFTH STREET AND HAMILTON BIKEWAY REBID
(6% DBE PARTICIPATION GOAL/6% DBE ACHIEVED) (FEDERAL CMAQ FUNDS)

This project consists of the addition of bike lanes to E. Fifth Street, from Wayne Avenue to Hamilton Avenue and on Hamilton Avenue, from E. Fifth Street to Steve Whalen Boulevard. Work includes road diet, storm sewer removals and replacement, grading, installation of sidewalks, lighting, and curb ramps; and performing other work incidental thereto.

Six bids were received for this project. It is recommended that the contract be awarded to the lowest bidder, L.J. DeWeese Co., Inc., in the amount of \$808,279.40. This amount includes the Base Bid in the amount of \$755,579.40 and Alternate No. 1 Handicap Ramps on East Fifth Street, From High St. to Hamilton Ave.; Hamilton Ave., From E. Fifth Street to Steve Whalen Blvd., in the amount of \$52,700.00. The estimated cost for the project was \$780,000.00. The time bid for completion is November 30, 2016. This project was rebid because all bids submitted for the original bid exceeded the estimate of cost.

This project is being funded using Federal CMAQ 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 Division _____

Department _____

City Manager _____

Date

CERTIFICATE OF FUNDS

CT161415

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

NEW CONTRACT

RENEWAL CONTRACT

CHANGE ORDER

Contract Start Date	April 20, 2016
Expiration Date	November 30, 2018
Original Commission Approval	\$ 808,279.40
Initial Encumbrance	
Remaining Commission Approval	\$ 808,279.40
Original CT/CF	\$ -
Increase Encumbrance	\$ -
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 type="checkbox"/>	Copy of City Manager's Report
<input type="checkbox"/>	Copy of Original Certificate of Funds

Amount: \$ <u>808,279.40</u> Fund Code <u>41755 - 6450 - 1424 - 54 - - -</u> <small>Fund Org Acct Prog Act Loc</small>	Amount: _____ Fund Code _____ <small>Fund Org Acct Prog Act Loc</small>
Amount: _____ Fund Code _____ <small>Fund Org Acct Prog Act Loc</small>	Amount: _____ Fund Code _____ <small>Fund Org Acct Prog Act Loc</small>

Attach additional pages for more FOAPALS

Vendor Name: L.J. DeWeese Co., Inc. (937) 440-1736

Vendor Address: 3616 Tipp-Cowlesville Road Tipp City OH 45371
Street City State Zipcode + 4

Federal ID: 31-0602186

Commodity Code: 74521

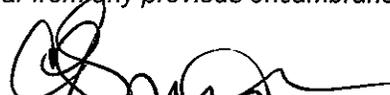
Purpose: East Fifth Street and Hamilton Bikeway Re-Bid (6% DBE Participation)
(Federal CMAQ Funds)

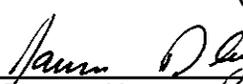
Contact Person: Steve Finke, Deputy Director Public Works/Civil Eng. 333-3839
Department/Division Phone Number

Originating Department Director's Signature: Keith G. Steeber for Stephen Fake 4/8/16
Date

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:  _____ Date _____
4/11/2016

CF Prepared by:  _____ Date _____
4/11/2016

COMMISSION
 CF/CT Number
APR 20 2016

SA 4/8/16

Dayton, Ohio

Bid Tabulation For: East Fifth Street and Hamilton

Department of Public Works

Bikeway Re-Bid (6% DBE Participation)

(Federal CMAQ Funds)

Bid Opening Date:	Cost Estimate:	Estimated Time Of Completion:
<u>March 17, 2016</u>	<u>\$780,000.00</u>	<u>November 30, 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>*L.J. DeWeese Co., Inc.</u>	<u>\$755,579.40</u>	<u>-0-</u> November 30, 2016	<u>\$755,579.40</u>
<u>Double Jay Construction, Inc.</u>	<u>\$793,983.00</u>	<u>-0-</u> November 30, 2016	<u>\$793,983.00</u>
<u>John R. Jurgensen Co.</u>	<u>\$820,382.01</u>	<u>-0-</u> November 30, 2016	<u>\$820,382.01</u>
<u>Adleta Construction</u>	<u>\$829,640.27</u>	<u>-0-</u> November 30, 2016	<u>\$829,640.27</u>
<u>Barrett Paving Materials</u>	<u>\$840,132.50</u>	<u>-0-</u> November 30, 2016	<u>\$840,132.50</u>
<u>Belgray, Inc.</u>	<u>\$898,332.00</u>	<u>-0-</u> November 30, 2016	<u>\$898,332.00</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

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



MEMORANDUM

April 1, 2016

TO: Frederick Stovall, Director
Department of Public Works

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

SUBJECT: **East Fifth Street and Hamilton Bikeway Rebid (6% DBE)**

The apparent low bidder, L.J. Deweese Co., Inc., submitted a bid utilizing three 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:

	PERCENTAGE OF PARTICIPATION
1. L.J. Deweese Co., Inc.	
A. MINORITY BUSINESS ENTERPRISE	
B. WOMEN BUSINESS ENTERPRISE	
C. SMALL BUSINESS ENTERPRISE	
D. DAYTON LOCAL SMALL BUSINESS	
E. DISADVANTAGED BUSINESS ENTERPRISE	
First Star Safety, LLC	1.16%
Genesis Construction & Supply	3.54%
Grissom Construction, LLC	1.30%
F. HUD SECTION 3 BUSINESS ENTERPRISE	
TOTAL PARTICIPATION	<hr/> 6.0% 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.

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

East Fifth Street and
Hamilton Bikeway Re-Bid

Bidder _____

L.J. DeWeese Co., Inc.
3616 Tipp-Cowlesville Rd.
Tipp City, Ohio 45371

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:

EAST FIFTH STREET AND HAMILTON BIKEWAY RE-BID

(6% DBE PARTICIPATION)
(FEDERAL CMAQ FUNDS)

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

Bid Form (Continued)

EAST FIFTH ST. AND HAMILTON BIKEWAY RE-BID
(6% DBE PARTICIPATION)
(FEDERAL CMAQ FUNDS)

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	TOTAL \$
202	Sidewalk Removed	6480	S.F.	<u>1.50</u>	<u>9720.-</u>
202	Catch Basin Removed	1	EACH	<u>400.-</u>	<u>400.-</u>
202	Curb Removed	1990	L.F.	<u>5.25</u>	<u>10447.50</u>
202	Driveway Removed	1500	S.F.	<u>2.10</u>	<u>3150.-</u>
202	Pipe Removed	50	L.F.	<u>21.-</u>	<u>1050.-</u>
202	Island Removed	460	S.F.	<u>5.25</u>	<u>2415.-</u>
202	Pavement Removed (Asphalt on Concrete)	2220	S.Y.	<u>14.-</u>	<u>31080.-</u>
202	Grinding Existing Pavement (1/2" - 3")	20850	S.Y.	<u>1.30</u>	<u>27105.-</u>
202	Removal of Existing Pavement Markings	200	L.F.	<u>7.50</u>	<u>1500.-</u>
202	Wood Pole Removed and Stored	1	EACH	<u>315.-</u>	<u>315.-</u>
203	Embankment	330	C.Y.	<u>30.-</u>	<u>9900.-</u>
203	Excavation Not Including Embankment	110	C.Y.	<u>30.-</u>	<u>3300.-</u>
207	Curb Inlet Protection	12	EACH	<u>125.-</u>	<u>1500.-</u>
304	Aggregate Base	100	C.Y.	<u>60.-</u>	<u>6000.-</u>
305	Concrete Base	170	S.Y.	<u>78.-</u>	<u>13260.-</u>
407	Tack Coat (.075 GAL/SY)	1570	GAL	<u>2.20</u>	<u>3454.-</u>

Bid Form (Continued)

EAST FIFTH ST. AND HAMILTON BIKEWAY RE-BID
(6% DBE PARTICIPATION)
(FEDERAL CMAQ FUNDS)

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	TOTAL \$
442	Asphalt Concrete Surface Course 12.5MM, Type A (448) (1.5")	1740	TONS	80.-	139200.-
451	Reinforced Concrete Bus Pad (10" MS Concrete) with Fibers	660	S.Y.	78.-	51480.-
453	Concrete Driveway, MS	1010	S.F.	6.50	6565.-
608	Concrete Walk	10910	S.F.	4.50	49095.-
608	Concrete Curb Ramp	1560	S.F.	7.-	10920.-
608	Detectable Warning Domes (2 x 4)	19	EACH	350.-	6650.-
609	Barrier Curb	2340	L.F.	15.-	35100.-
612	6" Concrete Traffic Island, Class D	110	S.Y.	86.-	9460.-
614	Maintaining Traffic	1	LUMP	29000.-	29000.-
623	Construction Layout Stakes	1	LUMP	8300.-	8300.-
625	#4 AWG Wire	3835	L.F.	1.65	6327.75
625	#10 Lightpole and Bracket Cable	2040	L.F.	.55	1122.-
625	3" PVC Conduit Concrete Encased	1360	L.F.	8.-	10880.-
625	Cable Fuse Connector, Type 2	30	EACH	105.-	3150.-
625	Pullbox, 24" x 36" x 42"	8	EACH	1300.-	10400.-
625	Ground Rod	15	EACH	125.-	1875.-

Bid Form (Continued)

EAST FIFTH ST. AND HAMILTON BIKEWAY RE-BID
(6% DBE PARTICIPATION)
(FEDERAL CMAQ FUNDS)

ITEM NO.	DESCRIPTION	EST.	QUANT.	UNIT	UNIT PRICE	TOTAL \$
625	Decorative Light Pole and Fixture		15	EACH	3780. -	56700. -
625	Pole Foundation		15	EACH	900. -	13500. -
625	Trench		1360	L.F.	7.90	10744. -
630	Sign, Flat Sheet		81	SF	15.25	1235.25
630	Ground Mounted Support, 730.015 U Channel Post		80	LF	11. -	880. -
630	Re-erection of Existing Sign		40	EACH	50. -	2000. -
630	Re-use of Existing School Sign with Flashers		1	EACH	525. -	525. -
632	Loop Detector		8	EACH	1050. -	8400. -
632	Loop Detector Tie-in		8	EACH	105. -	840. -
632	Messenger Wire, 7 Strand, 5/16" Diameter With Accessories		285	L.F.	24.25	6911.25
632	Signal Cable, 3 Conductor, No. 14 AWG		415	L.F.	2.10	871.50
632	Signalization, Misc., Junction Box, PVC, 6"x6", As Per Plan		1	EACH	85. -	85. -
632	Wood Pole		1	EACH	840. -	840. -
644	Center Line (double yellow) (4"-4"-4")		4965	L.F.	.75	3723.75
644	Stop Line (24")		307	L.F.	4.75	1458.25
644	Crosswalk Line (6")		1337	L.F.	2.10	2807.70

3723.75
~~3717. -~~ REB

Bid Form (Continued)

EAST FIFTH ST. AND HAMILTON BIKEWAY RE-BID
(6% DBE PARTICIPATION)
(FEDERAL CMAQ FUNDS)

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	TOTAL \$
644	Dotted Edge Line (White)	848	L.F.	1.60	1356.80
644	Channelizing Line (8")	6868	L.F.	1.05	7211.40
644	Transverse Line (24")	350	L.F.	4.50	1575.-
647	Pavement Arrows	8	EACH	275.-	2200.-
647	Bike Symbol (White)	43	EACH	260.-	11180.-
647	Bike Arrow (White)	43	L.F.	100.-	4300.-
647	Channelizing (White)	600	L.F.	6.-	3600.-
647	Railroad Marking (White)	1	EACH	1250.-	1250.-
653	Topsoil Furnished and Placed, (4")	200	C.Y.	50.-	10000.-
659	Hydroseeding	1790	S.Y.	3.-	5370.-
810	Excavation and backfill for 12" Pipe	60	L.F.	75.-	4500.-
810	Excavation and backfill for 15" Pipe	20	L.F.	75.-	1500.-
821	Reinforced Concrete Pipe, 12" Storm	60	L.F.	25.-	1500.-
821	Reinforced Concrete Pipe, 15" Storm	20	L.F.	30.-	600.-
831	Catch Basin, Type 3A	4	EACH	2900.-	11600.-
831	Catch Basin, Type 3	1	EACH	3500.-	3500.-
834	Propose Storm Connection	4	EACH	500.-	2000.-
835	12" Plug, Type "C"	1	EACH	250.-	250.-
836	Adjust Manhole to Grade	16	EACH	450.-	7200.-

EAST FIFTH ST. AND HAMILTON BIKEWAY RE-BID
(6% DBE PARTICIPATION)
(FEDERAL CMAQ FUNDS)

ITEM NO.	DESCRIPTION	EST.	QUANT.	UNIT	UNIT PRICE	TOTAL \$
836	Modify Catch Basin to Manhole	3		EACH	2500.-	7500.-
837	Adjust Lamphole	1		EACH	250.-	250.-
846	Adjust Valve to Grade	4		EACH	250.-	1000.-
SPL	Replace Catch Basin Casting with Bicycle Safe Casting	1		EACH	500.-	500.-
SPL	Contingency	1		LUMP	\$ 50,000.00	\$ 50,000.00
TOTAL BASE BID						755,179.20 <u>755,579.</u>

EAST FIFTH ST. AND HAMILTON BIKEWAY RE-BID
(6% DBE PARTICIPATION)
(FEDERAL CMAQ FUNDS)

In determining the lowest and best bid the City Commission may give consideration to the following alternate bids:

ALTERNATE NO. 1

E. Fifth Street, From High St. to Hamilton Ave.; Hamilton Ave., From E. Fifth Street to Steve Whalen Blvd.

This alternate is for the additional curb ramps on E. Fifth Street, from High St. to Hamilton Ave, and Hamilton Ave., from E. Fifth St. to Steve Whalen. This price shall include all materials and work necessary to perform this work item.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL \$</u>
202	Curb Ramp Removed	3400	S.F.	4.-	13600.-
608	Curb Ramp	3400	S.F.	8.-	27200.-
608	Detectable Warning Domes (2 x 4)	34	EACH	350.-	11900.-
TOTAL ALTERNATE NO. 1					52,700.-

ALTERNATE NO. 2

E. Fifth Street, From High St. to Hamilton Ave.; Hamilton Ave., From E. Fifth Street to Steve Whalen Blvd.

This alternate is for the additional curb and sidewalks on E. Fifth Street, from High St. to Hamilton Ave, and Hamilton Ave., from E. Fifth St. to Steve Whalen. This price shall include all materials and work necessary to perform this work item.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL \$</u>
202	Alley Mouth Removed	15	S.Y.	18.-	270.-
202	Curb Removed	1715	L.F.	6.-	10290.-
202	Sidewalk Removed	1090	S.F.	2.-	2180.-
207	Curb Inlet Protection	20	EACH	125.-	2500.-
452	Plain Concrete Alley Mouth	13.5	S.Y.	60.-	810.-
608	Concrete Walk	1090	S.F.	5.-	5450.-
609	Barrier Curb	1715	L.F.	25.-	42875.-
653	Topsoil Furnished and Placed, (4")	15	C.Y.	50.-	750.-

659	Seeding and Mulching	100	S.Y.	<u>3.-</u>	<u>300.-</u>
TOTAL ALTERNATE NO. 2				<u>65,425.-</u>	

ALTERNATE NO. 3

Green Bike Lanes

This alternate is for the green pavement for the drive-thru bike lanes at Keowee Street and E. Fifth Street. This price shall include all materials and work necessary to perform this work item.

SPL	Green Bike Lane, MMA, As Per Plan	241	FT	<u>11.25</u>	<u>2711.25</u>
SPL	Green Bike Lane, Preformed Arrow and Bike, As Per Plan	4	EACH	<u>1060.-</u>	<u>4240.-</u>
SPL	Green Bike Lane, Preformed 2' Dashed Green Lane, As Per Plan	170	FT	<u>17.-</u>	<u>2890.-</u>
TOTAL ALTERNATE NO. 3				<u>9,841.25</u>	

ALTERNATE NO. 4

Asphalt Rejuvenator

This alternate is for the placement of an asphalt rejuvenating agent on the newly paved surfaces, after all joints have been sealed, and prior to the placement of pavement markings. This price shall include all materials and work necessary to perform this work item.

SPL	Asphalt Rejuvenating Agent (0.1 GAL/SY)	20850	S.Y.	<u>.90</u>	<u>18,765.-</u>
TOTAL ALTERNATE NO. 4				<u>18,765.-</u>	

Project Name:

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

East Fifth Street and Hamilton Dikeway Re-Bid

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 checked="" type="checkbox"/>	<input type="checkbox"/>		
Certified Business Firm Name:	First Star Safety, LLC				Traffic Services	
Tax I.D. Number:	42-1719025					
Street Address:	4 Korach Dr., Suite 430					
City/State/ Zip Code:	Cincinnati, Ohio 45215					
Phone (area code/#):	513-661-7827					
E-mail:	mark.knabb@firststarsafety.com					

Total \$ Amount of PRIME CONTRACTOR'S Base Bid: 755,579.40 Total \$ to subcontract \$9,396.- Total % subcontract: 1.24%

PRIME CONTRACTOR'S REPRESENTATIVE		Subcontractor Representative	
Print Name:	<u>Jeremy Hench</u>	Street Address:	<u>3616 Jupp Covleeville Rd.</u>
Sign Name:	<u>[Signature]</u>	City/State/Zip:	<u>Jupp City, Ohio 45371</u>

Project Name:

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

East Fifth Street and Ham-Hon Bikeway Re-Bid

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 checked="" type="checkbox"/>	<input type="checkbox"/>		
Certified Business Firm Name:	Genesis Construction & Supply, Inc.				Electrical Supplier	Counted @ 60%
Tax I.D. Number:	31-1780486					
Street Address:	6139 Headington Place					
City/State/ Zip Code:	Gahanna, Ohio 43230					
Phone (area code/#):	614-204-2774					
E-mail:	vrogers@rogers-md.net					

Total \$ Amount of PRIME CONTRACTOR'S Base Bid: 755,579.40

Total \$ to subcontract # 46,200. -

Total % subcontract: 3.67%

PRIME CONTRACTOR'S REPRESENTATIVE

Print Name:	Jeremy Hensch
Sign Name:	<i>[Signature]</i> Jeremy Hensch, President C.J.D.

Street Address	3616 Jupp Colerussville Rd.
City/State/Zip	Jupp City, Ohio 45371

Project Name:

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

East Fifth Street and Hamilton Bikeway Re-Bid

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 type="checkbox"/>		
Certified Business Firm Name:	Grissom Construction					Concrete work
Tax I.D. Number:	26-4021142					
Street Address:	8333 N. Rakestraw Rd.					
City/State/ Zip Code:	Covington, Ohio 45318					
Phone (area code/#):	937-773-2475					
E-mail:	grissomcon@att.net					

Total \$ Amount of PRIME CONTRACTOR'S Base Bid: \$ 755,579.40

Total \$ to subcontract \$ 8,225.-

Total % subcontract: 1.09%

PRIME CONTRACTOR'S REPRESENTATIVE	
Print Name:	Jeremy Hench
Sign Name:	<i>[Signature]</i> President C.J.D.

Street Address	3616 Supp Courtesville Rd.
City/State/Zip	Supp City, Ohio 45371

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.

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>400,000.-</u>	\$ <u>355,579.40</u>	\$ <u>755,579.40</u>
TOTAL ALT. NO. 1 Curb Ramps, From High St. to Steve Whalen Blvd.	\$ <u>25,000.-</u>	<u>27,700.-</u>	<u>52,700.-</u>
TOTAL ALT. NO. 2 Sidewalks; From High St. to Steve Whalen Blvd.	\$ <u>30,000.-</u>	<u>35,425.-</u>	<u>65,425.-</u>
TOTAL ALT. NO. 3 Green Bike Lanes	\$ <u>4,841.25</u>	<u>5,000.-</u>	<u>9,841.25</u>
TOTAL ALT. NO. 4 Asphalt Rejuvenator	\$ <u>10,000.-</u>	<u>8,765.-</u>	<u>18,765.-</u>

The time of completion fixed by the City is November 30, 2016.

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

<u>NAME</u>	<u>ADDRESS</u>
<u>No person or party other than the bidder is interested in this Bid.</u>	

Bidder is

An Individual
Firm Name

Business Address

Telephone

Partnership
Firm Name

Members of Firm and
Their Business Address

Corporation
Name

State of Incorporation

Name and Title of
Officers with Authority
to Sign Contract

Home Office Address

Local Address

Telephone

L.J. DeWeese Co, Inc.

Ohio

Jeremy Hinch, President

36116 Sipp Cowlesville Rd., Sipp City, Ohio

Same

45371

Telephone 937-440-1736 Fax 937-440-0745

Federal I.D.# 31-0602186

E-Mail Address: kldilbane@yahoo.com

Dated this 17 day of March, 2016

Bidder: L.J. DeWeese Co, Inc.

(Person, Firm, or Corporation)

By:

Title:

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

BID BOND

AMOUNT \$ 10% of Total Bid

We, the undersigned, are held and firmly bound unto the City of Dayton, Ohio, in the sum of 10% of Total Bid 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 awarded to the bidder, L.J. DeWeese Co., Inc. named therein, and the said bidder shall within ten (10) days after being advised that said contract has been awarded to the bidder, enter into a Contract in the form hereto attached 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 17th day of March, 2016.

L.J. DeWeese Co., Inc.
[Signature], President L.J.D.
Bidder

Western Surety Company
[Signature]
Mark Arnold Surety Attorney-In-Fact

Arnold Insurance Agency, Inc.
Name of Insurance Agency
1400 Haft Dr., Reynoldsburg, OH 43068
Address of Insurance Agency

Telephone 614-863-0455 Fax 614-863-2474

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Mark Arnold, Harry J Bound, Brittany Walton, Daniell Dahl, Rebecca Bryner, Jason D Daniels, Individually

of Reynoldsburg, OH, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 14th day of October, 2015.



WESTERN SURETY COMPANY

Paul T. Brufat

Paul T. Brufat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 14th day of October, 2015, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
February 12, 2021



S. Eich

S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 17 day of March, 2016.



WESTERN SURETY COMPANY

L. Nelson

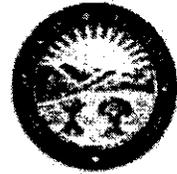
L. Nelson, Assistant Secretary

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 03/26/2015

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

WESTERN SURETY COMPANY

of South Dakota 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)

Fidelity

Other Liability

Surety

WESTERN SURETY COMPANY certified in its annual statement to this Department as of December 31, 2014 that it has admitted assets in the amount of \$1,998,252,964, liabilities in the amount of \$630,226,850, and surplus of at least \$1,368,026,114.

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



WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2014

ASSETS

Bonds		
Stocks	\$	1,824,951,414
Cash, cash equivalents, and short-term investments		23,975,582
Investment income due and accrued		51,536,164
Premiums and considerations		22,267,675
Amounts recoverable from reinsurers		41,696,249
Federal and foreign income taxes recoverable		(11,221,508)
Net deferred tax asset		7,401,709
Receivable from parent, subsidiaries, and affiliates		20,261,713
Other assets		17,380,167
Total Assets		<u>3,799</u>
	\$	<u>1,998,252,964</u>

LIABILITIES AND SURPLUS

Losses		
Reinsurance payable on paid losses and loss adjustment expenses	\$	302,997,505
Loss adjustment expense		(15,267,712)
Contingent and other commissions payable		64,134,995
Unearned premiums		6,099,306
Advance premiums		259,011,845
Payable to parent, subsidiaries and affiliates		5,321,610
Other liabilities		107,843
Total Liabilities		<u>7,821,458</u>
	\$	<u>630,226,850</u>
Surplus Account:		
Capital paid up	\$	4,000,000
Gross paid in and contributed surplus		280,071,837
Unassigned funds		<u>1,083,954,277</u>
Surplus as regards policyholders		
Total Liabilities and Capital		<u>\$ 1,368,026,114</u>
	\$	<u>1,998,252,964</u>

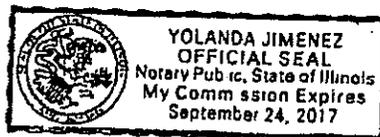
I, Peter Locy, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2014, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

Western Surety Company

By Peter Locy
Assistant Vice President

Subscribed and sworn to me this 19th day of March, 2014.

My commission expires:



Yolanda Jimenez
Notary Public

CITY OF DAYTON, OHIO
Department of Public Works

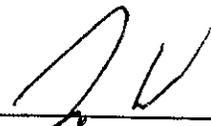
Responsible Contractor Bidding Requirements
(Form 1 of 2)

In accordance with Ordinance No. 30575-06 of the City of Dayton, Ohio Revised Code of General Ordinances, I, Jeremy Hersch, President hereby certify that _____
(print name - an Officer of the company)

L.J. DeWelle Co 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: President

Date: March 17, 2016

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.}

401(k) - retirement

SRA - medical

- 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.

N/A

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

Grissom Construction

First Star Safety

Reese Electric

Barnett Paving

**CITY OF DAYTON
CONTRACTOR NON-COLLUSION AFFIDAVIT
TO BE NOTARIZED AND SUBMITTED WITH BID FORM**

STATE OF Ohio)
COUNTY OF Miami) SS:

Jeremy Hensch, being first duly sworn deposes and states that:

(1) He/she is President of
(owner, partner, officer, representative, or agent)

L.J. DeWeese Co, Inc that
(business or organization name)

(2) He/She is fully informed respecting the preparation and contents of the attached Bid and all pertinent circumstances respecting such Bid.

(3) Such offering is genuine and is not a collusive or sham offering

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from offering in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Dayton, its employees, or citizens.

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest including the affiant.

Sworn to before me and subscribed in my presence

this 17 day of March, 2016.

Kristen Dilbone
NOTARY PUBLIC



KRISTEN L. DILBONE
Notary Public
In and for the State of Ohio
My Commission Expires
January 20, 2017

[Signature]
SIGNED
President
TITLE

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 Miami, ss:

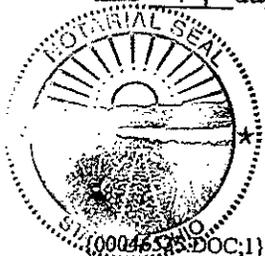
Jeremy Herch being duly sworn, deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of L.S. DeWeese Co. 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: [Signature]
Title: President

STATE OF OHIO,
COUNTY OF Miami, ss:

Sworn to before me and subscribe in my presence by Jeremy Herch
this 17 day of March, 2016.



KRISTEN L DILEBONE
Notary Public
In and for the State of Ohio
My Commission Expires
January 20, 2017

Kristen Dilebone
Notary Public

**AFFIRMATIVE ACTION PROGRAM
EQUAL EMPLOYMENT OPPORTUNITY**

PROJECT: East Fifth Street & Hamilton Bypass Re-Bid Dayton, Ohio
NAME LOCATION

During the performance of this contract:

LJ DeWeese Co, Inc. 3616 Supp Cowlesville 937-446-1736
CONTRACTOR Supp City, Ohio 45371 937-440-0745 - fax
ADDRESS TELEPHONE / FAX

being the general contractor, assumes the responsibility and obligation to institute an Affirmative Action Program which complies with City Ordinance 24059 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, and the visible efforts will be at least consistent with, but not limited to the provisions of the Dayton Area Federal Bid Conditions.

The successful contractor using one or more trades of construction employees must comply with Part I of these Bid 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 Clark Counties, OH (herein-after referred to as the Dayton Standard Metropolitan Statistical Area (SMSA)).

The required goals and timetables are as follows:

From 1/1/76 to Present	Goals of Minority Worker Utilization Expressed in <u>Percentage Terms</u> 10.6% - 11.8%
From 4/1/80 to Present	Goals of Female Worker Utilization Expressed in <u>Percentage Terms</u> 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 S SMSA 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 Bid Condition.

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 SMSA 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 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 SMSA 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 SMSA.

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 The Dayton Area Federal Bid Conditions. Further, it shall be the responsibility of each contractor to comply with all terms, conditions and provisions of the Dayton Area Federal Bid Conditions.

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

L.J. DeWeese Co. Inc.

certifies that:

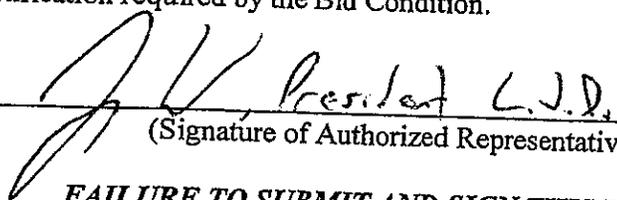
1. The following listed construction trades will be used in performance of this project.

- Cement Mason _____
- Operator _____
- Labourer _____
- _____
- _____
- _____
- _____

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 the Bid Condition. 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 Clark) subject to this Bid Condition; 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 Bid Condition.

SIGN:


(Signature of Authorized Representative of Bidder)

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

East Fifth Street and Hamilton 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 = 1563 feet
4/8/2016

CITY OF DAYTON
CITY MANAGER'S REPORT

12.

TO: City Manager

Date April 20, 2016

FROM: Water / Water Engineering
Department/Division

Code 55802-3445-1424-54-SF1603

Fund Title 2016 Sanitary Capital Fund

(CHECK ONE)

Amount \$ 206,541.72 (thru 7/2017)

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

Supplier/Vendor/Company/Individual:

NAME Performance Site Development
 ADDRESS 1342 Spangler Road
 Fairborn, Ohio 45324

Justification and description of purchase, contract or payment:

DEWEESE PARKWAY, READING ROAD, AND SPRINGHOUSE ROAD SANITARY SEWER IMPROVEMENTS (OPEN MARKET)

The Department of Water requests permission to enter into an Agreement with Performance Site Development, in the amount of \$206,541.72 for the DeWeese Parkway, Reading Road, and Springhouse Road Sanitary Sewer Improvements project. This amount includes the base bid of \$187,765.20 and Alternate No. 1 - Contingency Allowance for \$18,776.52 (10% of the base bid). The project consists of the replacement of approximately 292 linear feet of 8" sanitary sewer main on Deweese Parkway from Drill Avenue to Neva Drive, 130 linear feet of 8" sanitary sewer main on Reading Road from Ward Hill Avenue to Russet Avenue, and 225 linear feet of 8" sanitary sewer main on Springhouse Road from Brown Street to Rubicon Road.

Two bids were received for this project on March 24, 2016. After evaluating the bids, Performance Site Development's bid was the lowest. The estimated cost for the project (including Alternate No. 1 - Contingency Allowance) was \$240,000.00. The time for contract completion is 90 calendar days following the date set forth in the Notice to Proceed. The expiration date identified on the Certificate of Funds is July 31, 2017.

This project is being fully funded using 2016 Sanitary Capital Funds (Debt). This project supports the Asset Management Capital Reinvestment Program by replacing existing sanitary sewers that have been identified to have structural deficiencies.

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

Approved Affirmative Action Program on File Yes

No NA

Approved by City Commission



Clerk

Division _____
Department _____

Date

City Manager

CERTIFICATE OF FUNDS

CT161413

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

 New Contract Renewal Contract Change Order

Contract Start Date	04/20/16
Expiration Date	07/31/17
Original Commission Approval	\$ 206,541.72
Initial Encumbrance	\$ 206,541.72
Remaining Commission Approval	\$ -
Original CT/CF	
Increase Encumbrance	\$ -
Decrease Encumbrance	\$ -
Remaining Commission Approval	\$ -

Required Documentation

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

Amount: <u> </u> \$ 206,541.72 Fund Code <u>55802 - 3445 - 1424 - 54 - SF1603 -</u> <small style="margin-left: 20px;">Fund Org Acct Prog Act Loc</small>	Amount: <u> </u> Fund Code <u>XXXX - XXX - XXXX - XX - XXXX -</u> <small style="margin-left: 20px;">Fund Org Acct Prog Act Loc</small>
Amount: <u> </u> Fund Code <u>XXXXX - XXXX - XXXX - XX - XXXX -</u> <small style="margin-left: 20px;">Fund Org Acct Prog Act Loc</small>	Amount: <u> </u> Fund Code <u>XXXX - XXX - XXXX - XX - XXXX -</u> <small style="margin-left: 20px;">Fund Org Acct Prog Act Loc</small>

Attach additional pages for more FOAPALs

Vendor Name: Performance Site Development

Vendor Address: 1342 Spangler Road Fairborn Ohio 45324
Street City State Zipcode + 4

Federal ID: 47-3475137

Commodity Code: 96896

Purpose: Award of Contract for DeWeese Parkway, Reading Road, and Springhouse Road
Sanitary Sewer Improvements (Open Market)

Contact Person: Ben Swain, Senior Engineer II Water/Water Engineering 4/18/16
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.

 4-11-2016
 Finance Director Signature Date

 4/11/2016
 CF/Prepared by Date

CT16-1413
 CF/CT Number

APR 20 2016

CALENDAR

SA 4/8/16



MEMORANDUM

March 28, 2016

TO: Frederick Stovall, Director
Department of Public Works

FROM: ^{R.W.} Roshawn Winburn, Business & Technical Assistance Administrator
Human Relations Council (HRC)

SUBJECT: **DeWeese Parkway, Reading Road, and Springhouse Road Sanitary
Sewer Improvements (OM)**

The apparent low bidder, Performance Site Development, LLC., has been reviewed. 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 Performance Site Development, LLC.

If you have any questions or need additional information contact Roshawn Winburn at 333-1439.

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

Deweese Parkway,
Reading Rd., and
Springhouse Rd. Sanitary
Sewer Improvements

B



1342 Spangler Road Fairborn Ohio 45324
Phone: 937-410-1645 Fax 937-879-1757

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:

DEWEESE PARKWAY, READING ROAD, AND SPRINGHOUSE ROAD
SANITARY SEWER IMPROVEMENTS
(OPEN MARKET)

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

Bid Form (Continued)

**DEWEESE PARKWAY, READING ROAD,
AND SPRINGHOUSE ROAD
SANITARY SEWER IMPROVEMENTS
(OPEN MARKET)**

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL \$</u>
202	Catch Basin Removed	1	EA.	<u>600⁻</u>	<u>600⁻</u>
202	Manholes Removed	5	EA.	<u>1150⁻</u>	<u>5750⁻</u>
304	Aggregate Base	75	C.Y.	<u>53⁻</u>	<u>3975⁻</u>
403	Asphalt Concrete	50	TONS	<u>175⁻</u>	<u>8750⁻</u>
407	Tack Coat, 0.1 Gal Per S.Y.	30	GAL	<u>11⁻</u>	<u>330⁻</u>
608	Concrete Walk	500	S.F.	<u>7.50</u>	<u>3750⁻</u>
609	Concrete Barrier Curb	150	L.F.	<u>35⁻</u>	<u>5250⁻</u>
614	Maintaining Traffic, Deweese Parkway	1	LUMP	<u>3125⁻</u>	<u>3125⁻</u>
614	Maintaining Traffic, Reading Road	1	LUMP	<u>3125⁻</u>	<u>3125⁻</u>
614	Maintaining Traffic, Springhouse Road	1	LUMP	<u>3125⁻</u>	<u>3125⁻</u>
615	Low Strength Mortar Backfill, Type 1	280	C.Y.	<u>85⁻</u>	<u>23,800⁻</u>
623	Construction Layout Stakes, Deweese Parkway	1	LUMP	<u>560⁻</u>	<u>560⁻</u>
623	Construction Layout Stakes, Reading Road	1	LUMP	<u>560⁻</u>	<u>560⁻</u>
623	Construction Layout Stakes, Springhouse Road	1	LUMP	<u>560⁻</u>	<u>560⁻</u>
653	Topsoil Furnished and Placed, 4"	50	C.Y.	<u>65⁻</u>	<u>3250⁻</u>
659	Seeding and Mulching	130	S.Y.	<u>8⁻</u>	<u>1040⁻</u>
801	Tree Removal	2	EA.	<u>1450⁻</u>	<u>2900⁻</u>
810	Street Cut Permit, Deweese Parkway	1	LUMP	<u>\$ 518.40</u>	<u>\$ 518.40</u>

Bid Form (Continued)

DEWEESE PARKWAY, READING ROAD,
AND SPRINGHOUSE ROAD
SANITARY SEWER IMPROVEMENTS
(OPEN MARKET)

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL \$</u>
810	Street Cut Permit, Reading Road	1	LUMP	\$ 518.40	\$ 518.40
810	Street Cut Permit, Springhouse Road	1	LUMP	\$ 518.40	\$ 518.40
810	Excavation and Backfill, 8" pipe with Structural Backfill	650	L.F.	111-	72,150-
821	Reinforced Concrete Pipe (4) 15" Storm	15	L.F.	105-	1575-
825	8" PVC Pipe, SDR 26	650	L.F.	7-	4550-
826	Sewer Lateral	180	L.F.	62-	11,160-
830	Manhole, Type "A", 48" Concentric	6	EA.	3750-	22,500-
831	Catch Basin, Type "C"	1	EA.	2550-	2550-
831	Catch Basin, Yard Drain	1	EA.	1275-	1275-
TOTAL BASE BID				\$	187,7165.20

Bid Form (Continued)

DEWEESE PARKWAY, READING ROAD,
AND SPRINGHOUSE ROAD
SANITARY SEWER IMPROVEMENTS
(OPEN MARKET)

In determining the lowest and best bid the City Commission may give consideration to the following alternate bids:

ALTERNATE NO. 1
CONTINGENCY ALLOWANCE

This Alternate is for a "CONTINGENCY ALLOWANCE" to be used in the event of unforeseen work which must be undertaken to complete this project. The work could be as additional quantities to the bid items or as non-bid items. For evaluation of the bids, the amount of this "CONTINGENCY ALLOWANCE" shall be equal to Ten Percent (10%) of the Contractor's Total Base Bid. For contract award, the amount of this "CONTINGENCY ALLOWANCE" may vary as determined by the City, but shall not exceed the maximum of Ten Percent (10%) of the Contractor's Total Base Bid.

<u>ITEM</u> <u>NO.</u>	<u>DESCRIPTION</u>	<u>EST.</u> <u>QUANT.</u>	<u>UNIT</u>	<u>UNIT</u> <u>PRICE</u>	<u>TOTAL \$</u>
A-1	Contingency Allowance	1	LUMP	<u>18,776.52</u>	<u>18,776.52</u>
TOTAL ALTERNATE NO. 1				<u>\$ 18,776.52</u>	

Bid Form (Continued)

**DEWEESE PARKWAY, READING ROAD,
AND SPRINGHOUSE ROAD
SANITARY SEWER IMPROVEMENTS
(OPEN MARKET)**

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>57,000</u>	\$ <u>130,765.20</u>	\$ <u>187,765.20</u>
TOTAL ALT. NO. 1 (Contingency Allowance)	\$ <u>- 0 -</u>	\$ <u>18,776.52</u>	\$ <u>18,776.52</u>

The time of completion fixed by the City is 90 Calendar Days.

Following are the names of all persons, firms, and corporations interested 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

DISCLOSURE OF LITIGATION

Disclosure of Litigation: Have you or any person, group, partnership, company, or corporation affiliated with you been engaged in the past three (3) years in litigation, mediation or any form of contractual dispute resolution with any state government or any political subdivision thereof including, without limitation, the State of Ohio, the City of Dayton, Ohio, or Montgomery County, Ohio? For the purpose of your response, "affiliated" means directly or indirectly controlling, controlled by, or under common control, with "control" meaning legally or operationally in a position to exercise restraint or direction over the other.

RESPONSE: YES _____ NO X

If your response is "YES" please separately identify each lawsuit, mediation or dispute resolution process in which you or your affiliate have been engaged during the past three (3) years. Identify the nature of the dispute, the parties involved, and the current status of the dispute. Attach or include any information you believe pertinent to a full understanding of the disputed matters.

Bidder is

An Individual
Firm Name

Performance Site Development

Business Address

1342 Spangler Rd Fairborn, OH 45324

Telephone 937-410-4645

Partnership
Firm Name

Members of Firm and
Their Business Address

Telephone _____

Corporation
Name

State of Incorporation

Name and Title of
Officers with Authority
to Sign Contract

Rusty Trimbach owner

Home Office Address

1342 Spangler Rd Fairborn, OH 45324

Local Address

Telephone 937-410-4645 Fax 937-879-4737

E-mail Performance Site Dev@gmail.com

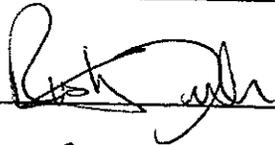
Federal I.D.# 47-3475137

Dated this _____ day of March, 2011

Bidder: Performance Site Development

(Person, Firm, or Corporation)

By:



Title:

owner

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 1 of 3)

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

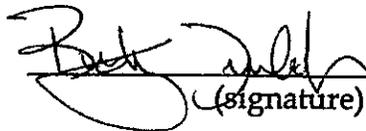
Ordinances, I, Rusty Trimbach hereby certify that _____
(print name - an Officer of the company)

Performance Site Development 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
- Made a good faith effort to contract with one or more qualified minority business enterprises to perform work required by this project, in accordance with bid documents, ordinances, and applicable Federal and State law

By: _____


(signature)

Title: _____

owner

Date: _____

3/24/2016

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 2 of 3)

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.}

Pension _____

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.

None _____

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

None _____

**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 Greene, ss:

Rusty Trimbach being duly sworn, deposes and states as follows:

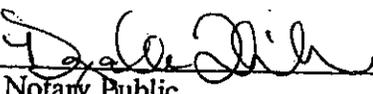
1. I am duly authorized to make the statements contained herein on behalf of Performance Site Development ("the Contracting Party").
2. The Contracting Party is a/an (select one):
 - Individual, partnership, or other unincorporated business association (including without limitation, a professional association 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: owner

STATE OF OHIO,
COUNTY OF Montgomery, ss:

Sworn to before me and subscribe in my presence by Rusty Trimbach
this 24 day of March, 2011


Notary Public

**CITY OF DAYTON
CONTRACTOR NON-COLLUSION AFFIDAVIT
TO BE NOTARIZED AND SUBMITTED WITH BID FORM**

STATE OF Ohio)
COUNTY OF Greene) SS:

Rusty Trimbach, being first duly sworn deposes and states that:

(1) He/she is owner of
(owner, partner, officer, representative, or agent)

Performance Site Development
(business or organization name)

(2) He/She is fully informed respecting the preparation and contents of the attached Bid and all pertinent circumstances respecting such Bid.

(3) Such offering is genuine and is not a collusive or sham offering

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from offering in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Dayton, its employees, or citizens.

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest including the affiant.

Sworn to before me and subscribed in my presence

this 24 day of March, 2016.

[Signature]
NOTARY PUBLIC

[Signature]
SIGNED
owner
TITLE

3/22/16

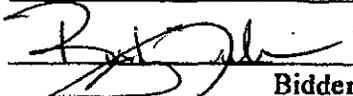
BID BOND

AMOUNT \$ 10% of the total amount bid

We, the undersigned, are held and firmly bound unto the City of Dayton, Ohio, in the sum of 10% of the total amount bid 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 awarded to the bidder, Performance Site Development, LLC named therein, and the said bidder shall within ten (10) days after being advised that said contract has been awarded to the bidder, enter into a Contract in the form hereto attached 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 24th day of March, 2016.

Performance Site Development, LLC

Bidder

Nationwide Mutual Insurance Company
Deborah L. Williams
Surety

Huntington Insurance
Name of Insurance Agency

440 Polaris Parkway, Suite 400, Westerville OH 43082
Address of Insurance Agency

Telephone 614-899-8560 FAX 877-298-5061

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation
Farmland Mutual Insurance Company, an Iowa corporation
Nationwide Agribusiness Insurance Company, an Iowa corporation

AMCO Insurance Company, an Iowa corporation
Allied Property and Casualty Insurance Company, an Iowa corporation
Depositors Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as the "Companies," each does hereby make, constitute and appoint:

DENISE NELSON
MICHAEL D. WARD

KATHLEEN ANN VANSOVICH
JULIEANN JOHNSTON

SUZANNE M. ROZEK
DEBORAH L. WILLIAMS

WESTERVILLE OH

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

FOUR MILLION AND NO/100 DOLLARS

\$ 4,000,000.00

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 13th day of February, 2014.



Terrance Williams, President and Chief Operating Officer of Nationwide Agribusiness Insurance Company and Farmland Mutual Insurance Company; and Vice President of Nationwide Mutual Insurance Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company, and Depositors Insurance Company

ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POLK: ss

On this 13th day of February, 2014, before me came the above-named officer for the Companies aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Companies aforesaid, that the seals affixed hereto are the corporate seals of said Companies, and the said corporate seals and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Companies.



Sandy Alitz
Notarial Seal - Iowa
Commission Number 152785
My Commission Expires March, 24, 2017

Notary Public
My Commission Expires
March 24, 2017

CERTIFICATE

I, Robert W Horner III, Secretary of the Companies, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Terrance Williams was on the date of the execution of the foregoing power of attorney the duly elected officer of the Companies, and the corporate seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Secretary, and affixed the corporate seals of said Companies this 24th day of MARCH, 2014.

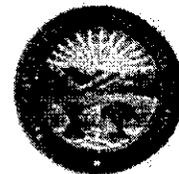
Secretary

This Power of Attorney Expires 03/31/17

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 07/14/2015
Effective 07/01/2015
Expires 06/30/2016

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

NATIONWIDE MUTUAL INSURANCE COMPANY

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

NATIONWIDE MUTUAL INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2014 that it has admitted assets in the amount of \$34,711,194,770, liabilities in the amount of \$22,573,205,749, and surplus of at least \$12,137,989,021.

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



COMBINED STATEMENT FOR THE YEAR 2014 OF THE NATIONWIDE MUTUAL INSURANCE COMPANY AND ITS
AFFILIATED FIRE AND CASUALTY INSURERS

ASSETS

	Current Year			Prior Year
	1 Assets	2 Nonadmitted Assets	3 Net Admitted Assets (Cols. 1 - 2)	4 Net Admitted Assets
1. Cash (Schedule D)	21,608,020,001		21,608,020,001	21,607,802,640
2. Stocks (Schedule D):				
2.1 Preferred stocks	3,094,739		3,094,739	527,808
2.2 Common stocks	5,189,700,344	1,044,168	6,198,085,168	4,001,170,277
3. Mortgage loans on real estate (Schedule D):				
3.1 First liens	843,987,323		843,987,323	830,812,720
3.2 Other than first liens				
4. Loan notes (Schedule A):				
4.1 Proportions accepted by the company (less \$ reimbursements)	636,812,830		636,812,830	642,021,701
4.2 Proportions held for the production of income (less \$ reimbursements)	36,587,071		36,587,071	54,177,173
4.3 Proportions held for sale (less \$ reimbursements)				
5. Cash (\$ (413,204,746), Schedule E - Part 1), cash equivalents (\$ (13,703,408), Schedule E - Part 2) and short-term investments (\$ (13,703,408), Schedule DA)	500,501,744		500,501,744	413,478,544
6. Contract loans (including \$ premium notes)				
7. Derivatives (Schedule DB)	10,238,208		10,238,208	43,104,015
8. Other invested assets (Schedule BA)	3,940,400,325	51,824,030	3,897,044,389	3,785,478,888
9. Receivable for securities	28		28	29
10. Securities lending collateral assets (Schedule DL)	104,164,841	8,034,388	96,260,278	77,639,707
11. Aggregate write-ins for invested assets	1,370,788,585		1,370,788,585	1,330,588,782
12. Subtotals, cash and invested assets (Lines 1 to 11)	34,252,050,783	82,313,460	34,169,477,323	32,748,408,101
13. Title plants less \$ charged off (for Title insurers only)				
14. Investment income due and accrued	257,653,805	24,824	267,528,981	252,420,924
15. Premiums and considerations:				
15.1 Uncollected premiums and agents' balances in the course of collection	1,234,723,089	85,037,694	1,148,785,395	1,022,442,734
15.2 Deferred premiums, agents' balances and installments booked but deferred and not yet due (including \$ earned but unbillable premiums)	2,808,777,320	16,478,027	2,793,280,293	2,877,087,671
15.3 Accrued retrospective premiums				
16. Reinsurance:				
16.1 Amounts recoverable from reinsurers	85,940,462		85,940,462	84,058,378
16.2 Funds held by or deposited with reinsured companies	9,411,138		9,411,138	10,078,341
16.3 Other amounts recoverable under reinsurance contracts				
17. Amounts receivable relating to uninsured plans				
18.1 Current federal and foreign income tax recoverable and interest thereon	85,528,463		85,528,463	23,288,128
18.2 Net deferred tax asset	2,784,484,492	988,948,655	1,795,534,837	1,508,658,110
19. Guaranty funds receivable or on deposit	3,904,520		3,904,520	32,304,384
20. Electronic data processing equipment and software	488,183,483	334,083,843	154,099,633	178,896,529
21. Furniture and equipment, including health care delivery assets (\$)	110,387,083	110,387,083		
22. Net adjustment in assets and liabilities due to foreign exchange rates	2,208,768		2,208,768	1,879,372
23. Receivables from parent, subsidiaries and affiliates	160,467,208	8,638,016	151,829,190	85,034,368
24. Health care (\$) and other amounts receivable				
25. Aggregate write-ins for other than invested assets	697,422,082	195,848,840	501,772,282	448,697,970
26. Total assets excluding Separate Accounts, Segregated Accounts and Protected Cell Accounts (Lines 12 to 25)	42,952,841,887	1,801,432,352	41,151,408,345	39,052,258,889
27. From Separate Accounts, Segregated Accounts and Protected Cell Accounts				
28. Total (Lines 26 and 27)	42,952,841,887	1,801,432,352	41,151,408,345	39,052,258,889
DETAILS OF WRITE-INS				
1199. Totals (Lines 1101 thru 1103 plus 1168)(Line 11 above)	1,370,788,585		1,370,788,585	1,330,588,782
2509. Totals (Lines 2501 thru 2503 plus 2598)(Line 25 above)	697,422,082	195,848,840	501,772,282	448,697,970

COMBINED STATEMENT FOR THE YEAR 2014 OF THE NATIONWIDE MUTUAL INSURANCE COMPANY AND ITS
AFFILIATED FIRE AND CASUALTY INSURERS

LIABILITIES, SURPLUS AND OTHER FUNDS

	Current Year	Prior Year
1. Income (Part 2A, Line 38, Column 8)	11,333,801,381	10,748,702,050
2. Reinsurance payable on paid losses and loss adjustment expenses (Schedule F, Part 1, Column 6)	8,702,273	8,847,411
3. Loss adjustment expenses (Part 2A, Line 36, Column 8)	3,115,678,202	3,077,327,503
4. Contingent liabilities, contingent commitments and other similar charges	302,379,025	300,726,880
5. Other expenses (including taxes, licenses and fees)	139,600,012	140,600,043
6. Taxes, licenses and fees (excluding federal and foreign income taxes)	328,166,713	110,377,007
7.1 Current federal and foreign income taxes (including \$ _____ on interest capital gains (losses))		
7.2 Net deferred tax liability		
8. Unearned money \$ _____, 6, 30, 132 and interest thereon \$ _____	5,103,132	5,014,378
9. Unearned premiums (Part 1A, Line 31, Column 5) (after deducting unearned premium for contract termination of \$ _____, 307,431,020 and including warranty reserves of \$ _____, 15,600,420 and accrued account and benefit expenses relating to such contracts including \$ _____ for medical loss ratio rebate per the Public Health Service Act)	7,416,450,014	7,017,357,026
10. Advance premium	127,303,018	135,406,004
11. Dividends declared and unpaid:		
11.1 Blockholders		
11.2 Policyholders	12,036,022	9,000,120
12. Contract reinsurance premiums payable (net of ending commissions)	40,022,604	41,875,038
13. Funds held by company under reinsurance treaties (Schedule F, Part 3, Column 10)	(417,822)	(305,308)
14. Amounts withheld or retained by company for account of others	1,835,224,485	897,010,102
15. Retentions and funds not allocated	194,200,360	188,137,003
16. Provisions for reinsurance (including \$ _____ carried) (Schedule F, Part 3)	45,602,045	48,947,875
17. Net adjustments in assets and liabilities due to foreign exchange rates	13,391	2,697
18. Other outstanding		
19. Payable to parent, subsidiaries and affiliates	15,340,194	10,080,270
20. Derivatives	85,381,000	84,047,348
21. Payable for acquisition	11,687,380	11,482,637
22. Payable for acquisition lending	119,055,229	104,282,302
23. Liability for amounts held under unearned plans		
24. Capital notes \$ _____ and interest thereon \$ _____		
25. Aggregate with-ins for liabilities	1,427,227,024	1,451,378,618
26. Total liabilities excluding protected call liabilities (Lines 1 through 25)	20,202,738,285	24,844,725,814
27. Protected call liabilities		
28. Total liabilities (Lines 26 and 27)	20,202,738,285	24,844,725,814
29. Aggregate with-ins for special surplus funds		365,000
30. Common capital stock		
31. Preferred capital stock		
32. Aggregate with-ins for other than special surplus funds		
33. Surplus notes	2,184,708,259	2,169,819,001
34. Gross paid in and contributed surplus		
35. Unassigned funds (surplus)	12,673,680,781	12,238,149,270
36. Loss reserve stock, at cost:		
36.1 _____ shares common (value included in Line 36 \$ _____)		
36.2 _____ shares preferred (value included in Line 31 \$ _____)		
37. Surplus as regards policyholders (Lines 29 to 35, less 36) (Page 4, Line 30)	14,668,870,050	14,407,533,271
38. TOTALS (Page 2, Line 28, Col. 3)	41,151,409,345	39,052,258,885
DETAILS OF WRITES-INS		
2599. Totals (Lines 2501 thru 2503 plus 2598) (Line 25 above)	1,427,227,024	1,451,378,618
2999. Totals (Lines 2901 thru 2903 plus 2998) (Line 29 above)		365,000
3299. Totals (Lines 3201 thru 3203 plus 3298) (Line 32 above)		

COMBINED STATEMENT FOR THE YEAR 2014 OF THE NATIONWIDE MUTUAL INSURANCE COMPANY AND ITS
 AFFILIATED FIRE AND CASUALTY INSURERS

STATEMENT OF INCOME

	1 Current Year	2 Prior Year
UNDERWRITING INCOME		
1. Premium earned (Part 1, Line 35, Column 4)	17,810,644,660	16,842,247,310
DEDUCTIONS:		
2. Losses incurred (Part 2, Line 36, Column 7)	10,878,040,540	8,489,143,083
3. Loss adjustment expenses incurred (Part 3, Line 39, Column 1)	1,077,087,520	1,088,068,938
4. Other underwriting expenses incurred (Part 3, Line 25, Column 2)	8,002,534,507	5,044,577,791
5. Aggregate write-ins for underwriting deficiencies		(3,458,188)
6. Total underwriting deficiencies (Lines 2 through 5)	19,817,671,001	17,285,269,033
7. Net income of protected cells		
8. Net underwriting gain or (loss) (Line 1 minus Line 6 plus Line 7)	(1,007,026,341)	(358,777,315)
INVESTMENT INCOME		
9. Net investment income earned (Exhibit of Net Investment Income, Line 17)	925,007,544	973,080,945
10. Net realized capital gains or (losses) less capital gains tax of \$ (Exhibit of Capital Gains (Losses))	33,352,072	
11. Net investment gains (losses) (Lines 9 + 10)	(80,608,606)	(17,345,185)
OTHER INCOME		
12. Net gain (loss) from ignition of premium balances charged off (amount recovered)		
13. Finance and service charges not included in premiums	74,770,380	
14. Aggregate write-ins for miscellaneous income		
15. Total other income (Lines 12 through 14)	74,770,380	
16. Net income before dividends to policyholders, after capital gains tax and before all other federal and foreign income taxes (Line 8 + 11 + 15)	154,628,501	131,678,882
17. Dividends to policyholders	21,550,380	741,305,007
18. Net income, after dividends to policyholders, after capital gains tax and before all other federal and foreign income taxes (Line 16 minus Line 17)	10,201,105	11,895,142
19. Federal and foreign income taxes incurred	5,289,283	723,419,950
20. Net income (Line 18 minus Line 19) (to Line 22)	(107,133,600)	(23,701,301)
CAPITAL AND SURPLUS ACCOUNT		
21. Surplus as regards policyholders, December 31 prior year (Page 4, Line 30, Column 2)	14,407,533,271	13,826,016,696
22. Net income (from Line 20)	112,402,771	763,121,341
23. Net transfers (to) from Protected Cell accounts		
24. Change in net unrealized capital gains or (losses) less capital gains tax of \$ (40,971,001)	859,150,773	(151,813,808)
25. Change in net unrealized foreign exchange capital gains (loss)	(31,168,078)	8,577,700
26. Change in net deferred income tax	87,203,421	89,481,050
27. Change in nonadmitted assets (Exhibit of Nonadmitted Assets, Line 28, Col. 5)	61,286,832	(207,781,058)
28. Change in provision for reinsurance (Page 3, Line 10, Column 2 minus Column 1)	(4,745,070)	(3,924,842)
29. Change in surplus notes	25,608,258	22,247,831
30. Surplus (contributed to) withdrawn from protected cells		
31. Cumulative effect of changes in accounting principles		(45,635,891)
32. Capital charges:		
32.1 Paid in		
32.2 Transferred from surplus (Stock Dividend)		
32.3 Transferred to surplus		
33. Surplus adjustments:		
33.1 Paid in		
33.2 Transferred to capital (Stock Dividend)		
33.3 Transferred from capital		
34. Net remittance from or (to) Home Office		
35. Dividends to stockholders		
36. Change in treasury stock (Page 3, Lines 38.1 and 38.2, Column 2 minus Column 1)		
37. Aggregate write-ins for gains and losses in surplus	(818,786,832)	200,735,173
38. Change in surplus as regards policyholders for the year (Lines 22 through 37)	451,138,779	581,887,678
39. Surplus as regards policyholders, December 31 current year (Line 21 plus Line 38) (Page 3, Line 37)	14,658,078,050	14,407,533,271
DETAILS OF WRITES-INS		
0598. Totals (Lines 0501 thru 0503 plus 0508) (Line 5 above)		(3,458,188)
1498. Totals (Lines 1401 thru 1403 plus 1498) (Line 14 above)	58,352,080	29,941,399
3708. Totals (Lines 3701 thru 3703 plus 3708) (Line 37 above)	(818,786,832)	200,735,173

COMBINED STATEMENT FOR THE YEAR 2014 OF THE NATIONWIDE MUTUAL INSURANCE COMPANY AND ITS
AFFILIATED FIRE AND CASUALTY INSURERS

CASH FLOW

	1	2
	Current Year	Prior Year
Cash from Operations		
1. Premiums collected net of reinsurance	18,088,306,030	17,846,891,480
2. Net investment income	787,478,188	881,138,147
3. Miscellaneous income	160,241,076	123,102,031
4. Total (Lines 1 through 3)	18,033,025,093	18,149,742,239
5. Benefit and loss related payments	10,268,073,676	8,511,100,029
6. Net increase in Separate Accounts, Guaranteed Accounts and Protected Cell Accounts		
7. Commissions, expenses paid and appropriate value-adj for distributions	8,009,040,360	7,858,010,012
8. Dividends paid to policyholders	18,863,004	10,109,409
9. Federal net income tax paid (recovered) net of \$ (0,481,940) tax on capital gains (losses)	(11,055,293)	32,085,007
10. Total (Lines 5 through 9)	18,207,712,244	17,210,102,016
11. Net cash from operations (Line 4 minus Line 10)	706,313,849	939,640,860
Cash from Investments		
12. Proceeds from investments sold, matured or repaid:		
12.1 Bonds	3,014,106,346	3,150,107,004
12.2 Stocks	1,425,120,070	1,078,017,049
12.3 Mortgage loans	110,607,812	282,003,412
12.4 Real estate	23,000,920	
12.5 Other invested assets	848,071,004	1,183,642,341
12.6 Net gain or (losses) on cash, cash equivalents and short-term investments	(682,528)	(19,935)
12.7 Miscellaneous proceeds	76,167,864	148,378,469
12.8 Total investment proceeds (Lines 12.1 to 12.7)	5,305,381,884	6,850,709,360
13. Cost of investments acquired (long-term only):		
13.1 Bonds	2,746,009,778	4,460,320,700
13.2 Stocks	1,657,397,075	1,160,651,644
13.3 Mortgage loans	315,280,902	221,141,823
13.4 Real estate	31,365,823	41,278,265
13.5 Other invested assets	849,832,358	1,240,831,533
13.6 Miscellaneous applications	299,570,880	14,012,378
13.7 Total investments acquired (Lines 13.1 to 13.6)	5,885,153,817	7,127,045,133
14. Net increase (decrease) in contract loans and premium notes		
15. Net cash from investments (Line 12.8 minus Line 13.7 minus Line 14)	(579,771,933)	(1,297,335,782)
Cash from Financing and Miscellaneous Sources		
16. Cash provided (applied):		
16.1 Surplus notes, capital notes		
16.2 Capital and paid in surplus, less treasury stock		
16.3 Borrowed funds	158,737	(288,000)
16.4 Net deposits on deposit-type contracts and other insurance liabilities		
16.5 Dividends to stockholders		98,000,000
16.6 Other cash provided (applied)	(98,565,755)	133,878,468
17. Net cash from financing and miscellaneous sources (Lines 16.1 to 16.4 minus Line 16.5 plus Line 16.6)	(98,437,018)	37,688,583
RECONCILIATION OF CASH, CASH EQUIVALENTS AND SHORT-TERM INVESTMENTS		
18. Net change in cash, cash equivalents and short-term investments (Line 11, plus Lines 15 and 17)	87,105,199	(200,107,558)
19. Cash, cash equivalents and short-term investments:		
19.1 Beginning of year	413,476,548	703,584,103
19.2 End of period (Line 18 plus Line 19.1)	500,581,747	413,476,548

Note: Supplemental disclosure of cash flow information for non-cash transactions:

20.0001.		
----------	--	--

**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: Deweese Parkway, Reading Rd, & Springhouse Rd
NAME Sanitary Sewer Improvements LOCATION Dartton, OH

During the performance of this contract:

<u>Performance</u>	<u>1342 Spangler Rd</u>	<u>937-410-4645</u>
<u>Site Development</u>	<u>Fairborn, OH 45324</u>	<u>937-879-4737</u>
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 Percentage Terms
From 1/1/2000 to Present	<u>11.5%</u>
	Goals of Female Worker Utilization Expressed in Percentage Terms
From 4/1/80 to Present	<u>6.9%</u>

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

Performance Site Development (Contractor)
certifies that:

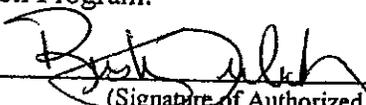
1. The following listed construction trades will be used in performance of this project.

General Construction _____

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)

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

CERTIFICATE OF FUNDS

CT161419

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

 x New Contract Renewal Contract Change Order:

Contract Start Date	upon execution
Expiration Date	07/31/21
Original Commission Approval	\$ 65,000.00
Initial Encumbrance	\$ 65,000.00
	\$ -
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> \$ 25,000.00 </u> SEQ#1 Fund Code <u>16300 - 2600 - 1221 - 41 - - -</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>	Amount: <u> \$ 40,000.00 </u> SEQ#2 Fund Code <u>40022 - 2600 - 1221 - 41 - EDG076 - XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>
Amount: <u> </u> Fund Code <u>XXXX - XXXX - XXXX - XX - XXXX - XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>	Amount: <u> </u> Fund Code <u>XXXX - XXXX - XXXX - XX - XXXX - XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>

Attach additional pages for more FOAPALs

Vendor Name: Angstrom Materials, Inc

Vendor Address: 1240 McCook Avenue Dayton Ohio 45404
Street City State Zipcode + 4

Federal ID: 26-0650907

Commodity Code: 91849

Purpose: The project will consist of real estate acquisition, building improvements and the purchase of new equipment.

Contact Person: Jill Bramini Economic Development 4/8/2016
Department/Division Date

Originating Department Director's Signature: *Fred P. Weber*

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.

Jill Bramini
 Finance Director Signature

4-12-16
 Date

Jill Bramini
 CF Prepared by

4/12/2016
 Date

CT161419
 COF/OTS Number

APR 20 2016

CALENDAR

DEVELOPMENT AGREEMENT
Angstrom Materials, Inc.

This DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into between Angstrom Materials, Inc., a corporation in the State of Ohio, located at 1240 McCook Avenue, Dayton, Ohio 45404 (“Company”), and the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio, (“City”).

WITNESSETH THAT:

WHEREAS, City desires to improve its job base by attracting businesses to Dayton and encouraging expansion of existing businesses;

WHEREAS, Company pledges to create and retain full-time permanent employment positions in the City of Dayton; and

WHEREAS, City finds it beneficial and in its best interests to provide support to Company for the Project under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, City and Company agree as follows:

ARTICLE 1. DEFINITIONS.

For the purposes this Agreement, the following words and phrases shall have the following meanings ascribed to them respectively, regardless of whether or not the words and phrases are capitalized:

Eligible Project Costs. The expenses actually incurred by Company for facility upgrades and improvements.

Employment Commitment. The number full-time permanent employment positions, both retained and new, Company promises as a material condition of this Agreement.

Facility. 1235 McCook Avenue, Dayton, OH 45404.

Full-time Employee. An employee working an average of at least 35 hours per week/annually. This does not include part-time or contract employees.

Full-time Equivalent Employee. Two part-time employees working a total of at least 35 hours/week.

Maintained Job. A position that will remain even if the project does not go forward.

New Job. Any full-time equivalent position above the minimum baseline at the time of this Agreement that will be created and filled by Company.

Retained Job. Any full-time equivalent position already in existence at the time of this Agreement that is currently funded by Company (one that could be lost if the project does not go forward).

ARTICLE 2. PROJECT.

Company will invest One Million Twenty-Five Thousand Dollars and Zero Cents (\$1,025,000.00) to acquire, renovate, and equip the building located at 1235 McCook Avenue in order to expand their capacity for their anticipated growth. As a result, Company will retain eleven (11) full-time positions with an average annual payroll of One Million Two Hundred Fifty Thousand Dollars and Zero Cents (\$1,250,000.00) and add fifteen (15) new full-time jobs with an average annual payroll of Seven Hundred Twelve Thousand Dollars and Zero Cents (\$712,000.00) within three (3) years. Company will commence with the project upon execution of this Agreement.

Company shall complete the Project on or before July 31, 2017, unless such completion date is extended upon mutual written agreement between the parties to this Agreement. All construction activities and other work required to complete the Project shall be performed and completed in accordance with all applicable federal, state, and local laws, rules, regulations, and orders, including all applicable prevailing wage laws and all building, zoning, well field, and fire code requirements.

ARTICLE 3. FUNDING.

City is the recipient of a Montgomery County Economic Development/Government Equity Program grant in the amount of Forty Thousand Dollars and Zero Cents (\$40,000.00), (hereinafter referred to as the ED/GE grant). City will make the ED/GE Grant funds available, on a reimbursement basis, to Company for the eligible project costs actually incurred to complete the Project in accordance with item 4.2 (e) of the ED/GE Participation agreement for 2011-2019, which states that an ED/GE grant given to a member jurisdiction will be awarded as follows: (1) Seventy-Five percent (75%) of the grant amount will be reimbursed to the jurisdiction on an invoice basis; (2) Twenty-Five percent (25%) of the grant amount will be reimbursed to the jurisdiction at any time during a three (3) year period, commencing with the full execution of the agreement, that Company attains Thirty-Three percent (33%) of the total pledged jobs.

In addition to the ED/GE Grant funding and upon completion of the Project, City will provide Company a Development Grant not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) to pay for Eligible Project Costs. Company is solely responsible for all Project Costs in excess of the funding provided by the City hereunder. Company shall comply with and pay, if applicable, state and local prevailing wage rates.

The ED/GE Grant and Development Fund Grant are hereinafter collectively referred to as the "Development Grant," for a total sum of Sixty-Five Thousand Dollars and Zero Cents (\$65,000.00), as described below.

Company must invoice City for reimbursement of Eligible Project Costs. The invoice(s) shall state the invoice period, state the total amount requested, detail the work and/or services performed, and contain such records, information, and/or documentation to substantiate the invoice amount. Company shall also provide evidence of payment of such costs. Appropriate City inspection personnel will verify all purchases and site work submitted for reimbursement. Unless disputed, City will disburse payment within thirty (30) days from receipt of the invoice.

ARTICLE 4. EMPLOYMENT AND WAGE WITHHOLDING TAXES COMMITMENT

A. Company has eleven (11) full-time employment positions in the City of Dayton with an annual payroll of One Million Two Hundred Fifty Thousand Dollars and Zero Cents (\$1,250,000.00) at

the Facility. Pursuant to this project and as additional consideration for City's execution of this Agreement, Company shall:

- (1) retain eleven (11) full-time employment positions in the City of Dayton throughout the term of this Agreement;
- (2) create a minimum of fifteen (15) additional full-time employment positions in the City of Dayton with an annual payroll of Seven Hundred Twelve Thousand Dollars and Zero Cents (\$712,000.00); and,
- (3) maintain a minimum of twenty-six (26) full-time employment positions in the City of Dayton throughout the remaining term of this Agreement.

B. Income Tax Withholding Taxes Due to City. The parties acknowledge and understand that Company's commitment to create and retain jobs in the City of Dayton, as specified above, is the consideration upon which this Agreement is based. Company therefore agrees that by establishing and maintaining the employment figures as projected, Company shall pay annual minimum income taxes (based on the current 2.25% applicable tax rate) to City from Company's employee wages subject to withholding in the amounts stated below ("Committed Employee Wage Withholding Taxes") each year.

Year of Agreement	Committed Employee Wage Withholding Taxes to be Paid**
2016	\$18,750
2017	\$34,900
2018	\$41,200
2019	\$44,100
2020	\$45,000

** The Committed Employee Wage Withholding Taxes to be Paid are subject to and shall be adjusted for changes in the City's Income Tax rate.

For any year after the Development Grant is distributed in which the annual wage withholding taxes paid to City by Company falls below the amount stated in the "Committed Employee Wage Withholding Taxes to be Paid" for the corresponding year, Company shall pay such deficiency to City by March 31st of the following year. If Company repays the entire amount of the grant, or portion of the grant that has been paid at the that time, this Agreement may be terminated as described herein.

C. Credit for Income Tax Withholding. For any given year, Company shall not receive a monetary credit for exceeding the amount of wage withholding taxes paid to City.

ARTICLE 5. SPECIFIC CONDITIONS.

A. Company shall comply with all applicable federal, state, and local laws, including applicable prevailing wage laws, rules, regulations, and orders governing receipt and use of municipal and other public funds for the Project. All construction activities and other work required to complete the Project shall be performed and completed in accordance with all applicable federal, state, and

local laws, rules, regulations, and orders, including prevailing wage laws, and all building, zoning and fire code requirements. Company shall assume full and complete responsibility for any alleged or actual violation of the foregoing, including payment of any penalty imposed and/or repayment of improperly expended funds, if any, and shall defend, indemnify, and hold harmless City and its elected officials, officers, agents, and employees therefrom.

- B. Company's average hourly wage actually paid to employees shall be no less than the Living Wage as set forth in the City of Dayton Living Wage Ordinance (R.C.G.O. §§35.70 – 35.74).
- C. If it becomes necessary for review, audit, or verification purposes, Company shall allow City to inspect applicable, confidential records.
- D. Company agrees to supply additional information upon request by the City of Dayton and to cooperate in any audit or review of the funding provided hereunder.

ARTICLE 6. TERM AND TERMINATION.

- A. This Agreement shall commence upon execution by City and it shall remain in effect until July 31, 2021, unless extended to a later date by amendment or earlier terminated.
- B. This Agreement may be immediately terminated in the event of or under any of the following circumstances:
 - 1. A receiver for Company's assets is appointed by a court of competent jurisdiction.
 - 2. Company is divested of its rights, powers, and privileges under this Agreement by operation of law.
 - 3. Company's failure to comply with any term, covenant or condition of this Agreement to be kept, performed and observed by it, and the failure of Company to remedy such failure within thirty (30) days from the date of written notice from City.
 - 4. Company's violation of any applicable federal, state, or local law applicable to the Project and construction thereof.
 - 5. If, prior to the receipt of any funding from City hereunder and upon giving thirty (30) days prior written notice, Company desires to terminate this Agreement.

In the event of termination prior to Project completion and if City provided any funds to Company hereunder, Company shall repay to City within thirty (30) business days from the effective date of termination all funds provided hereunder and, upon such repayment, Company shall be released from its obligations hereunder. This obligation to remit repayment of funding shall survive termination of this Agreement until such funds are actually received by City. If no funds were provided, the parties shall be immediately relieved of their obligations hereunder.

In the event of termination subsequent to Project completion, Company shall repay to City within thirty (30) business days from the effective date of termination the lesser of: the amount of the Development Grant provided hereunder or an amount equal to all Withholding Taxes not yet paid by the Company provided hereunder according to the schedule set forth in Article 4 Section B. above and, upon such repayment, Company shall be released from its obligations hereunder. This obligation to remit repayment of funding shall survive termination of this Agreement until such funds are actually received by City. If no funds were provided, the parties shall be immediately relieved of their obligations hereunder.

ARTICLE 7. INDEMNIFICATION.

Company shall defend, indemnify, and hold harmless City and its elected officials, officers, employees, and agents from and against all claims, losses, damages, and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, 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 Company, and its agents, employees, contractors, sub-contractors, and representatives in undertaking and completing the Project, and/or Company's failure to comply with federal, state, and local laws, including (as applicable) those relating to the payment of prevailing wages.

ARTICLE 8. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION.

Company 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.

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

ARTICLE 9. POLITICAL CONTRIBUTIONS

Company affirms and certifies that it complies with Ohio Revised Code § 3517.13 limiting political contributions.

ARTICLE 10. RECORDS AND RETENTION.

Company shall use Generally Accepted Accounting Principles ("GAAP") in recording and documenting all costs and expenditures related in whole or part to the Project. All costs and expenditures for the Project for which Company will be reimbursed hereunder shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other accounting documents and other evidence (collectively, "Records"). All Records shall be clearly identified and readily accessible. At any time during normal business hours and as often as City may request, Company shall make available to City, the Auditor of the State of Ohio, the federal government and any of its departments and agencies, and any of their designees, all of its Records related to this Agreement and the Project. Company shall permit City, the Auditor of the State of Ohio, the federal government and any of its departments and agencies and any of their designees to audit, examine, and make excerpts or transcripts from such Records and to have audits made of all contracts, invoices, materials, payrolls, personnel records, conditions of employment and other data pertaining in whole or in part to matters covered by this Agreement.

All Records, including any and all supporting documentation for invoices submitted to City, shall be retained by Company and made available for review by City, the Auditor of the State of Ohio, the federal government and any of its departments and agencies, and any of their designees for a minimum of three (3) years after the termination or expiration of this Agreement. Notwithstanding the foregoing, if there is litigation, claims, audits, negotiations or other actions that involve any of the Records pertaining to this Agreement, which commences prior to the expiration of the three-year

period, Company shall retain such Records until completion of the actions and resolution of all issues or the expiration of the three year period, whichever occurs later.

ARTICLE 11. TAX REPRESENTATION.

Company certifies that, as of the date of execution, it does not owe any delinquent taxes to the City of Dayton and/or does not owe delinquent taxes for which Company is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code or, if such delinquent taxes are owed, Company currently is paying such delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, or Company filed a petition in bankruptcy under 11 U.S.C. Section 101. et seq., or such a petition has been filed against Company. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

ARTICLE 12. GENERAL PROVISIONS.

- A. Conflict of Interest. Company represents that to the best of its knowledge it has no interest that would undermine the impartiality of either party because of the conflict between the party's self-interest and this agreement or public interest in any manner or degree. Company further covenants that it will not acquire any such interests, directly or indirectly during the term of this Agreement.
- B. Entire Understanding. This Agreement represents the entire and integrated agreement between the parties. This Agreement supersedes all prior and contemporaneous communications, representations, understandings, agreements or contracts, whether oral or written, relating to the subject matter of this Agreement.
- C. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any litigation or other legal matter regarding this Agreement or performance by either party must be brought in a court of competent jurisdiction in Montgomery County, Ohio.
- D. Amendment. The parties may amend this Agreement, provided that no such amendment shall be effective unless it is reduced to a writing, which makes specific reference to this Agreement, is executed by a duly authorized representative of each party to this Agreement and, if required or applicable, is approved by the Commission of the City of Dayton, Ohio.
- E. Waiver. A waiver by City of any breach of this Agreement shall be in writing. Any such waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect City's rights with respect to any other or further breach.
- F. Relationship. This Agreement is not intended to be, nor shall it be construed, as creating a partnership, joint venture, corporation, or other relationship between the parties with respect to the Project or any activities to be completed by Company.
- G. Communications. Any notice, demand, or other communication required under the Agreement by one party to the other party shall be sufficiently given, if it is sent by certified

U.S. mail, postage prepaid, return receipt requested or delivered personally, and addressed as follows:

For City: City of Dayton
Department of Economic Development
101 West Third Street
Dayton, OH 45402

For Company: Ian Fuller, Vice-President
Angstrom Materials, Inc.
1240 McCook Avenue
Dayton, OH 45404

H. Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any provision of this Agreement void shall in no way affect the validity or enforceability of any other provision of this Agreement. Any void, unenforceable, invalid, or illegal provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular provision.

IN WITNESS WHEREOF, City and Company, each by a duly authorized representative, have executed this Agreement as of the date set forth below.

CITY OF DAYTON, OHIO

ANGSTRON MATERIALS, INC.

City Manager

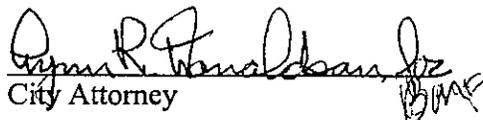
By: _____

Print Name: _____

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

CITY OF DAYTON
CITY MANAGER'S REPORT

TO: City Manager

Date April 20, 2016

FROM: Department of Economic Development
Department/Division

Code 16300-2600-1221-41\$25,000
40022-2600-1221-41-EDG077 \$25,000

(CHECK ONE)

Fund Title Development Fund
Economic Dev ED/GE Projects

Amount \$ 50,000 (expires 12-31-2020)

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

Supplier/Vendor/Company/Individual:

NAME Hohman Plating & MFG, LLC.
 ADDRESS 814 Hillrose Avenue
Dayton, Ohio 45404

Justification and description of purchase, contract or payment:

The Department of Economic Development is requesting authority to enter into a Development Agreement with Hohman Plating & MFG, LLC. (Hohman) to help them expand their business in Dayton. Hohman will invest \$2,950,000 to acquire new equipment and renovate their existing facility located at 814 Hillrose Avenue. The company is pledging to retain 146 existing jobs with an average salary of \$52,000 and to create 9 new jobs over the next three years.

This Agreement will allow the City to provide \$25,000 of grant funding from the Development Fund to assist with their anticipated expenses. In addition, the City is the recipient of a Montgomery County Economic Development/Government Equity Program (ED/GE) grant in the amount of \$25,000. This Agreement will also make the ED/GE Grant funds available, on a reimbursement basis, to the company. The incentives are necessary to help provide gap funding and to ensure that the company remains in Dayton.

The Agreement will commence upon execution and expire on December 31, 2020. The Agreement includes a "clawback" provision, in the event that the pledged payroll growth is not achieved. The company is ready to proceed with the project upon approval of this Agreement.

The Department of Law has reviewed and approved this Agreement as to form and correctness.

A Certificate of Funds and map are attached.

Approved Affirmative Action Program on File Yes No NA

Approved by City Commission

Clerk

Date

Division Ford P. Weber
 Department Edward J. Dennis
 City Manager

**DEVELOPMENT AGREEMENT
Hohman Plating**

This DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into between Hohman Plating and MFG, LLC, a corporation in the State of Ohio, located at 814 Hillrose Avenue, Dayton, Ohio 45404 (“Company”), and the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio, (“City”).

WITNESSETH THAT:

WHEREAS, City desires to improve its job base by attracting businesses to Dayton and encouraging expansion of existing businesses;

WHEREAS, Company pledges to create and retain full-time permanent employment positions in the City of Dayton; and,

WHEREAS, City finds it beneficial and in its best interests to provide support to Company for the Project under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, City and Company agree as follows:

ARTICLE 1. DEFINITIONS.

For the purposes this Agreement, the following words and phrases shall have the following meanings ascribed to them respectively, regardless of whether or not the words and phrases are capitalized:

Eligible Project Costs. The expenses actually incurred by Company for facility upgrades and improvements.

Employment Commitment. The number full-time permanent employment positions, both retained and new, Company promises as a material condition of this Agreement.

Facility. 814 Hillrose Avenue, Dayton, OH 45404.

Full-time Employee. An employee working an average of at least 35 hours per week/annually. This does not include part-time or contract employees.

Full-time Equivalent Employee. Two part-time employees working a total of at least 35 hours/week.

Maintained Job. A position that will remain even if the project does not go forward.

New Job. Any full-time equivalent position not yet in existence at the time of this Agreement that will be created and filled by Company.

Retained Job. Any full-time equivalent position already in existence at the time of this Agreement that is currently funded by Company (one that could be lost if the project does not go forward).

ARTICLE 2. PROJECT.

Company will invest Two Million Nine Hundred Fifty Thousand Dollars and Zero Cents (\$2,950,000.00) to renovate their existing facility and add new plating equipment. As a result, Company will retain one hundred forty-six (146) full-time positions with an average annual payroll of Seven Million Six Hundred Thousand Dollars and Zero Cents (\$7,600,000.00) and add nine (9) new full-time jobs with an average annual payroll of Three Hundred Fifty Thousand Dollars and Zero Cents (\$350,000.00) within three (3) years. Company will commence with the project upon execution of this Agreement.

Company shall complete the Project on or before July 31, 2017, unless such completion date is extended upon mutual written agreement between the parties to this Agreement. All construction activities and other work required to complete the Project shall be performed and completed in accordance with all applicable federal, state, and local laws, rules, regulations, and orders, including all applicable prevailing wage laws and all building, zoning, well field, and fire code requirements.

ARTICLE 3. FUNDING.

City is the recipient of a Montgomery County Economic Development/Government Equity Program grant in the amount of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00), (hereinafter referred to as the ED/GE grant). City will make the ED/GE Grant funds available, on a reimbursement basis, to Company for the eligible project costs actually incurred to complete the Project in accordance with item 4.2 (e) of the ED/GE Participation agreement for 2011-2019, which states that an ED/GE grant given to a member jurisdiction will be awarded as follows: (1) Seventy-Five percent (75%) of the grant amount will be reimbursed to the jurisdiction on an invoice basis; (2) Twenty-Five percent (25%) of the grant amount will be reimbursed to the jurisdiction at any time during a three (3) year period, commencing with the full execution of the agreement, that Company attains Thirty-Three percent (33%) of the total pledged jobs.

In addition to the ED/GE Grant funding and upon completion of the Project, City will provide Company a Development Grant not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) to pay for Eligible Project Costs. Company is solely responsible for all Project Costs in excess of the funding provided by the City hereunder. Company shall comply with and pay, if applicable, state and local prevailing wage rates.

The ED/GE Grant and Development Fund Grant are hereinafter collectively referred to as the "Development Grant," for a total sum of Fifty Thousand Dollars and Zero Cents (\$50,000.00), as described above.

Company must invoice City for reimbursement of Eligible Project Costs. The invoice(s) shall state the invoice period, state the total amount requested, detail the work and/or services performed, and contain such records, information, and/or documentation to substantiate the invoice amount. Company shall also provide evidence of payment of such costs. Appropriate City inspection personnel will verify all purchases and site work submitted for reimbursement. Unless disputed, City will disburse payment within thirty (30) days from receipt of the invoice.

ARTICLE 4. EMPLOYMENT AND WAGE WITHHOLDING TAXES COMMITMENT

A. Company has one hundred forty-six (146) full-time employment positions in the City of Dayton with an annual payroll of Seven Million Six Hundred Thousand Dollars and Zero Cents

(\$7,600,000.00) at the Facility. Pursuant to this project and as additional consideration for City's execution of this Agreement, Company shall:

- (1) retain one hundred forty-six (146) full-time employment positions in the City of Dayton throughout the term of this Agreement;
- (2) create additional nine (9) full-time employment positions in the City of Dayton with an annual payroll of Three Hundred Fifty Thousand Dollars and Zero Cents (\$350,000.00); and,
- (3) maintain one hundred fifty-five (155) full-time employment positions in the City of Dayton throughout the remaining term of this Agreement.

B. Income Tax Withholding Taxes Due to City. The parties acknowledge and understand that Company's commitment to create and retain jobs in the City of Dayton, as specified above, is the consideration upon which this Agreement is based. Company therefore agrees that by establishing and maintaining the employment figures as projected, Company shall pay annual minimum income taxes (based on the current 2.25% applicable tax rate) to City from Company's employee wages subject to withholding in the amounts stated below ("Committed Employee Wage Withholding Taxes") each year.

Year of Agreement	Committed Employee Wage Withholding Taxes to be Paid**
2016	\$171,000
2017	\$173,500
2018	\$176,100
2019	\$178,800
2020	\$182,300

** The Committed Employee Wage Withholding Taxes to be Paid are subject to and shall be adjusted for changes in the City's Income Tax rate.

For any year after the Development Grant is distributed in which the annual wage withholding taxes paid to City by Company falls below the amount stated in the "Committed Employee Wage Withholding Taxes to be Paid" for the corresponding year, Company shall pay such deficiency to City by March 31st of the following year. If Company repays the entire amount of the grant, or portion of the grant that has been paid at that time, this Agreement may be terminated as described herein.

C. Credit for Income Tax Withholding. For any given year, Company shall not receive a monetary credit for exceeding the amount of wage withholding taxes paid to City.

ARTICLE 5. SPECIFIC CONDITIONS.

A. Company shall comply with all applicable federal, state, and local laws, including applicable prevailing wage laws, rules, regulations, and orders governing receipt and use of municipal and other public funds for the Project. All construction activities and other work required to complete the Project shall be performed and completed in accordance with all applicable federal, state, and local laws, rules, regulations, and orders, including prevailing wage laws, and all building, zoning

and fire code requirements. Company shall assume full and complete responsibility for any alleged or actual violation of the foregoing, including payment of any penalty imposed and/or repayment of improperly expended funds, if any, and shall defend, indemnify, and hold harmless City and its elected officials, officers, agents, and employees therefrom.

- B. Company's average hourly wage actually paid to employees shall be no less than the Living Wage as set forth in the City of Dayton Living Wage Ordinance (R.C.G.O. §§35.70 – 35.74).
- C. If it becomes necessary for review, audit, or verification purposes, Company shall allow City to inspect applicable, confidential records.
- D. Company agrees to supply additional information upon request by the City of Dayton and to cooperate in any audit or review of the funding provided hereunder.

ARTICLE 6. TERM AND TERMINATION.

- A. This Agreement shall commence upon execution by City and it shall remain in effect until December 31, 2020, unless extended to a later date by amendment or earlier terminated.
- B. This Agreement may be immediately terminated in the event of or under any of the following circumstances:
 - 1. A receiver for Company's assets is appointed by a court of competent jurisdiction.
 - 2. Company is divested of its rights, powers, and privileges under this Agreement by operation of law.
 - 3. Company's failure to comply with any term, covenant or condition of this Agreement to be kept, performed and observed by it, and the failure of Company to remedy such failure within thirty (30) days from the date of written notice from City.
 - 4. Company's violation of any applicable federal, state, or local law applicable to the Project and construction thereof.
 - 5. If, prior to the receipt of any funding from City hereunder and upon giving thirty (30) days prior written notice, Company desires to terminate this Agreement.

In the event of termination prior to Project completion and if City provided any funds to Company hereunder, Company shall repay to City within thirty (30) business days from the effective date of termination all funds provided hereunder and, upon such repayment, Company shall be released from its obligations hereunder. This obligation to remit repayment of funding shall survive termination of this Agreement until such funds are actually received by City. If no funds were provided, the parties shall be immediately relieved of their obligations hereunder.

In the event of termination subsequent to Project completion, Company shall repay to City within thirty (30) business days from the effective date of termination the lesser of: the amount of the Development Grant provided hereunder or an amount equal to all Withholding Taxes not yet paid by the Company provided hereunder according to the schedule set forth in Article 4 Section B. above and, upon such repayment, Company shall be released from its obligations hereunder. This obligation to remit repayment of funding shall survive termination of this Agreement until such funds are actually received by City. If no funds were provided, the parties shall be immediately relieved of their obligations hereunder.

ARTICLE 7. INDEMNIFICATION.

Company shall defend, indemnify, and hold harmless City and its elected officials, officers, employees, and agents from and against all claims, losses, damages, and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, 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 Company, and its agents, employees, contractors, sub-contractors, and representatives in undertaking and completing the Project, and/or Company's failure to comply with federal, state, and local laws, including (as applicable) those relating to the payment of prevailing wages.

ARTICLE 8. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION.

Company 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.

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

ARTICLE 9. POLITICAL CONTRIBUTIONS

Company affirms and certifies that it complies with Ohio Revised Code § 3517.13 limiting political contributions.

ARTICLE 10. RECORDS AND RETENTION.

Company shall use Generally Accepted Accounting Principles ("GAAP") in recording and documenting all costs and expenditures related in whole or part to the Project. All costs and expenditures for the Project for which Company will be reimbursed hereunder shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other accounting documents and other evidence (collectively, "Records"). All Records shall be clearly identified and readily accessible. At any time during normal business hours and as often as City may request, Company shall make available to City, the Auditor of the State of Ohio, the federal government and any of its departments and agencies, and any of their designees, all of its Records related to this Agreement and the Project. Company shall permit City, the Auditor of the State of Ohio, the federal government and any of its departments and agencies and any of their designees to audit, examine, and make excerpts or transcripts from such Records and to have audits made of all contracts, invoices, materials, payrolls, personnel records, conditions of employment and other data pertaining in whole or in part to matters covered by this Agreement.

All Records, including any and all supporting documentation for invoices submitted to City, shall be retained by Company and made available for review by City, the Auditor of the State of Ohio, the federal government and any of its departments and agencies, and any of their designees for a minimum of three (3) years after the termination or expiration of this Agreement. Notwithstanding the foregoing, if there is litigation, claims, audits, negotiations or other actions that involve any of the Records pertaining to this Agreement, which commences prior to the expiration of the three-year

period, Company shall retain such Records until completion of the actions and resolution of all issues or the expiration of the three year period, whichever occurs later.

ARTICLE 11. TAX REPRESENTATION.

Company certifies that, as of the date of execution, it does not owe any delinquent taxes to the City of Dayton and/or does not owe delinquent taxes for which Company is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code or, if such delinquent taxes are owed, Company currently is paying such delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, or Company filed a petition in bankruptcy under 11 U.S.C. Section 101. et seq., or such a petition has been filed against Company. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

ARTICLE 12. GENERAL PROVISIONS.

- A. Conflict of Interest. Company represents that to the best of its knowledge it has no interest that would undermine the impartiality of either party because of the conflict between the party's self-interest and this agreement or public interest in any manner or degree. Company further covenants that it will not acquire any such interests, directly or indirectly during the term of this Agreement.
- B. Entire Understanding. This Agreement represents the entire and integrated agreement between the parties. This Agreement supersedes all prior and contemporaneous communications, representations, understandings, agreements or contracts, whether oral or written, relating to the subject matter of this Agreement.
- C. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any litigation or other legal matter regarding this Agreement or performance by either party must be brought in a court of competent jurisdiction in Montgomery County, Ohio.
- D. Amendment. The parties may amend this Agreement, provided that no such amendment shall be effective unless it is reduced to a writing, which makes specific reference to this Agreement, is executed by a duly authorized representative of each party to this Agreement and, if required or applicable, is approved by the Commission of the City of Dayton, Ohio.
- E. Waiver. A waiver by City of any breach of this Agreement shall be in writing. Any such waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect City's rights with respect to any other or further breach.
- F. Relationship. This Agreement is not intended to be, nor shall it be construed, as creating a partnership, joint venture, corporation, or other relationship between the parties with respect to the Project or any activities to be completed by Company.
- G. Communications. Any notice, demand, or other communication required under the Agreement by one party to the other party shall be sufficiently given, if it is sent by certified

U.S. mail, postage prepaid, return receipt requested or delivered personally, and addressed as follows:

For City: City of Dayton
Department of Economic Development
101 West Third Street
Dayton, OH 45402

For Company: Brad Kremer, President
Hohman Plating and MFG, LLC
814 Hillrose Street
Dayton, OH 45404

H. Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any provision of this Agreement void shall in no way affect the validity or enforceability of any other provision of this Agreement. Any void, unenforceable, invalid, or illegal provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular provision.

IN WITNESS WHEREOF, City and Company, each by a duly authorized representative, have executed this Agreement as of the date set forth below.

CITY OF DAYTON, OHIO

HOHMAN PLATING AND MFG, LLC

City Manager

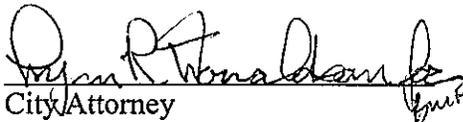
By: _____

Print Name: _____

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

CITY OF DAYTON
CITY MANAGER'S REPORT

TO: City Manager

Date April 20, 2016

FROM: Water/Director's Office
Department/Division

Code 55000-3460-1221-54

Fund Title Sewer Operating

(CHECK ONE)

Amount \$ 11,700.00

- Purchase Order Lease Agreement
- Price Agreement Estimate of Cost
- Award of Contract Payment of Voucher
- Other Annual Membership Fee

Supplier/Vendor/Company/Individual:

AOMWA
 c/o Northeast Ohio Regional Sewer District
 NAME Attn: Darnell T. Robertson, Govt. Affairs Mgr.
 ADDRESS 3900 Euclid Avenue
Cleveland, OH 44115-2506

Justification and description of purchase, contract or payment:

The Water Department recommends approval of \$11,700.00 to the Association of Ohio Metropolitan Wastewater Agencies (AOMWA) for 2016 Annual Dues.

AOMWA is a statewide non-profit organization that represents the interest of public wastewater agencies in Ohio. AOMWA provides a forum for members to share their experience and advance their knowledge of the management and technology trends in the industry. They are highly involved in advocacy for regulatory and legislation as well as involvement in litigation in helping to raise awareness of the needs of public wastewater utilities in Ohio. In recent years, AOMWA has had an increasingly vocal presence in the state arena, working extensively with Ohio EPA on its development of nutrient criteria standards for point sources, even convincing them to organize a technical advisory group (TAG) in which the City of Dayton Water Department recently became a member. They provide a forum that tracks and advises members on such issues and the impact it may have on their operations.

The membership dues are calculated based on the most recent service area population. AOMWA member agencies collectively provide wastewater collection and/or treatment for over four million Ohioans.

The City of Dayton Water Department has been a member of this organization for over 10 years.

F.I.D. #02-0626617

Approved by City Commission

Clerk

Date

Division

Department

City Manager

[Signature]
[Signature]

a o m w a

INVOICE

DATE:
3/29/2016

INVOICE #
16

EIN: 02-0626617

Bill To:

Mr. Dave Wilson
Plant Manager
2800 Guthrie Road
Dayton, OH 45417

DESCRIPTION	AMOUNT
2016 Annual Dues PO / CT / CF _____ Amount \$11,700.00 Accounts Dist. <u>55000 - 3460 - 1221 - 54</u> Dates Goods/Svcs Rec'd _____ Division Approval _____ Dept. Approval <u><i>Marcus Powell</i></u> Final Pay <input checked="" type="radio"/> YES / NO (circle one)	\$11,700.00
TOTAL	\$ 11,700.00

Make all checks payable to: aomwa
c/o Northeast Ohio Regional Sewer District
Attn: Darnella T. Robertson, Government Affairs Manager
3900 Euclid Avenue
Cleveland, Ohio 44115-2506
(216) 881-6600



March 29, 2016

Mr. Dave Wilson
Plant Manager
2800 Guthrie Road
Dayton, OH 45417

Dear Mr. Wilson:

The **aomwa** Board of Directors voted to maintain the Association's dues levels for the year 2016. The Association continues its regulatory and legislative advocacy and litigation involvement, and has been successful in raising awareness of the needs of public wastewater utilities in Ohio.

Enclosed you will find an invoice that reflects your entity's 2016 membership dues in accordance with the attached dues schedule. Please note that the amount on your invoice was calculated from the most recent service area population available to us. If the population and resulting dues amount is incorrect, please pay the appropriate amount and include your accurate service area population.

Please do not hesitate to contact either me with any questions you may have. We greatly appreciate your ongoing efforts to support this Association, which will enable it to continue to be a source of information, education and advocacy on behalf of wastewater agencies in the State of Ohio.

Sincerely,

Darnella T. Robertson
Secretary/Treasurer

Encl.

**c/o Northeast Ohio Regional Sewer District
3900 Euclid Ave.
Cleveland, OH 44115
(216) 881-6600**



Dues Schedule 2016

Service Area Population	Current Dues
>1,250,000	35,100.00
>1,000,000	29,250.00
>750,000	23,400.00
>500,000	17,550.00
>250,000	11,700.00
>100,000	8,190.00
>50,000	4,680.00
>25,000	2,340.00
>0	1,170.00

Rev. 2/16

**c/o Northeast Ohio Regional Sewer District
3900 Euclid Ave.
Cleveland, OH 44115
(216) 881-6600**

BY Ms. Whaley.....

NO. 31484-16.....

AN ORDINANCE

Determining to Proceed With the Acquisition, Construction, and Improvement of Certain Public Improvements in the City of Dayton, Ohio in Cooperation With the Dayton Regional Energy Special Improvement District, and Declaring an Emergency.

WHEREAS, The Commission (“Commission”) of the City of Dayton, Ohio (the “City”) duly adopted Resolution No. 6176-16 on April 6, 2016, (the “Resolution of Necessity”), (i) declaring the necessity of acquiring, constructing, and improving energy efficiency improvements, 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”, as more fully described in the Project Petition referenced in this Ordinance) located on real property owned by First Street Acquisition, LLC (the “Owner”) at 329 East First Street within the City (the “Property”, as more fully described in Exhibit A to the Project Petition); (ii) providing for the acquisition, construction, and improvement of the Project by the Owner, as set forth in the Owner’s *Petition for Special Assessments for Special Energy Improvement Projects* (the “Project Petition”) and the *Supplement to Plan for Delco Building Project* (the “Supplemental Plan”), including by levying and collecting special assessments to be 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 nonprofit corporate obligations issued to pay the costs of the Project and other interest, financing, credit enhancement, and issuance expenses and ongoing trustee fees and Dayton Regional Energy Special Improvement District (“ESID”) administrative fees and expenses; and (iii) determining that the Project will be treated as a special energy improvement project to be undertaken cooperatively by the City and the ESID; and,

WHEREAS, The claims for damages alleged to result from and objections to the Project have been waived by one hundred percent (100%) of the affected property owners; and,

WHEREAS, It is necessary for the immediate preservation of public peace, property, health and safety, that this Ordinance take effect at the earliest possible date in order to allow First Street Acquisition, LLC 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 ORDAINED BY THE COMMISSION OF THE CITY OF DAYTON:

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

Section 2. Determination to Proceed. That this Commission declares that its intention is to proceed with the acquisition, construction, and improvement of the Project described in the Project Petition and the Resolution of Necessity. The Project shall be made in accordance with the provisions of the Resolution of Necessity and with the plans, specifications, profiles, and estimates of cost previously approved and now on file with the Director of the Department of Finance and the Clerk of the Commission.

Section 3. Special Assessments. That the Special Assessments to pay costs of the Project, which are 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 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 First Street Acquisition, LLC 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, shall be assessed against the Property in the manner and in the number of semi-annual installments provided in the Project Petition and the Resolution of Necessity. Each semi-annual Special Assessment payment represents the payment of a portion of the principal of and interest on obligations issued to pay the costs of the Project and the scheduled amounts payable as the ESID administrative fee and the trustee fee. The Special Assessments shall be assessed against the Property commencing in tax year 2017 for collection in 2018 and shall continue through tax year 2031 for collection in 2032. 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, if imposed, will be added to the Special Assessments by the Auditor of Montgomery County, Ohio.

Section 4. Amount of Assessments. That the estimated Special Assessments for costs of the Project prepared and filed in the office of the Clerk of the Commission and in the office of the Finance Director, in accordance with the Resolution of Necessity, are adopted.

Section 5. Certification to County Auditor. That in compliance with Ohio Revised Code Section 319.61, the Clerk of the Commission is directed to deliver a certified copy of this Ordinance to the Auditor of Montgomery County, Ohio within fifteen (15) days after the date of its passage.

Section 6. Contracts. That all contracts for the construction of the Project will be let in the manner provided by law, subject to the provisions of the Ohio Revised Code, the Project Petition, and the Supplemental Plan, and the costs of the Project shall be financed as provided in the Resolution of Necessity.

Section 7. 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 Ordinance were taken in an open meeting of this Commission, and that all deliberations of this Commission and of 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 8. Effective Date. That for the reasons stated in the preamble hereof, this ordinance is declared to be an emergency measure and shall take effect immediately upon its passage.

Passed by the Commission. April 20....., 2016

Signed by the Mayor. April 20....., 2016

Man Whaley
MAYOR OF THE CITY OF DAYTON, OHIO

Attest:

Rashella Lavender
Clerk of the Commission

Approved as to form:

Dennis R. Waldman, Jr.
City Attorney

CERTIFICATE

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

Clerk of the Commission
City of Dayton, Ohio

RECEIPT OF COUNTY AUDITOR FOR
LEGISLATION DETERMINING TO
PROCEED WITH ACQUISITION, CONSTRUCTION,
AND IMPROVEMENT OF CERTAIN PUBLIC
IMPROVEMENTS IN THE CITY OF DAYTON
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 Ordinance No. _____ duly adopted by the City Commission of the City of Dayton, Ohio on _____, 2016, determining to proceed with the acquisition, construction, and improvement of certain public improvements in the City of Dayton 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

BY MR. JOSEPH.....

NO. 31485-16.....

AN ORDINANCE

Levying Special Assessments For the Purpose of Acquiring, Constructing, and Improving Certain Public Improvements in the City of Dayton in Cooperation With the Dayton Regional Energy Special Improvement District, and Declaring an Emergency.

WHEREAS, This Commission of the City of Dayton, Ohio (the "City") duly adopted Resolution No. 6176-16 on April 6, 2016, (the "Resolution of Necessity") and declared the necessity of acquiring, constructing, 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"), as described in the Resolution of Necessity and as set forth in the Project Petition requesting those improvements; and,

WHEREAS, This Commission duly passed Ordinance No. 31484-16 on April 20, 2016, and determined to proceed with the Project and adopted the estimated Special Assessments (as defined in the Resolution of Necessity) filed with the Clerk of the Commission and the Finance Director pursuant to the Resolution of Necessity; and,

WHEREAS, It is necessary for the immediate preservation of public peace, property, health and safety, that this Ordinance take effect at the earliest possible date in order to allow First Street Acquisition, LLC to begin work on the special energy improvement project on the Property, and the Dayton Regional Energy Special Improvement District ("ESID") to take advantage of financing available to it for a limited time; now, therefore,

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

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

Section 2. Special Assessments. That the list of Special Assessments to be levied and assessed on the Property in an amount sufficient to pay the costs of the Project, which is Two Million Nine Hundred Ninety-Nine Thousand Nine Hundred Seventy-Eight Dollars and Zero Cents (\$2,999,978.00), and other related 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 First Street Acquisition, LLC 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, which costs were set forth in the Project Petition and previously reported to this Commission and are now on file in the offices of the Clerk of the Commission and the Director of the Department of Finance, is adopted and confirmed, and

that the Special Assessments are levied and assessed on the Property. 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.

The Special Assessments are assessed against the Property commencing in tax year 2017 for collection in 2018 and shall continue through tax year 2031 for collection in 2032. The annual installment of the Special Assessments shall be collected in each calendar year equal to a maximum annual amount of Special Assessments as shown in Exhibit A, attached to and incorporated into this Ordinance.

All Special Assessments shall be certified by the Director of the Department of Finance to the Auditor of Montgomery County, Ohio pursuant to the Project Petition and Ohio Revised Code Chapter 727.33 to be placed on the tax list and duplicate and collected with and in the same manner as real property taxes are collected and as set forth in the Project Petition.

The Special Assessments shall be allocated among the parcels constituting the Property as set forth in the Project Petition and the List of Special Assessments attached to and incorporated into this Ordinance as Exhibit A.

Section 3. Amount of Special Assessments. That this Commission finds and determines that the Special Assessments are in proportion to the special benefits received by the Property as set forth in the Project Petition and are not in excess of any applicable statutory limitation.

Section 4. Waiver of Cash Settlement. That the Owner has waived its right to pay the Special Assessments in cash, and all Special Assessments and installments of the Special Assessments shall be certified by the Director of the Department of Finance to the Auditor of Montgomery County, Ohio as provided by the Project Petition and Ohio Revised Code Section 727.33 to be placed by him or her on the tax list and duplicate and collected with and in the same manner as real property taxes are collected and as set forth in the Project Petition.

Section 5. 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 6. Special Assessments File. That the Director of the Department of Finance shall keep the Special Assessments on file in the Office of the Director of the Department of Finance.

Section 7. Certification to County Auditor. That in compliance with Ohio Revised Code Section 319.61, the Clerk of the Commission is directed to deliver a certified copy of this Ordinance to the Auditor of Montgomery County, Ohio within twenty (20) days after its passage.

Section 8. Compliance with Open Meetings Requirements. This Commission finds and determines that all formal actions of this Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this Commission, and that all deliberations of this Commission and of 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 9. Effective Date. That for the reasons stated in the preamble hereof, this ordinance shall be declared an emergency measure and shall take effect immediately upon its passage.

Passed by the Commission... April 20, 2016

Signed by the Mayor... April 20, 2016

Greg Whaley
MAYOR OF THE CITY OF DAYTON, OHIO

Attest:

Rashella Lauender
Clerk of the Commission

Approved as to form:

Devin R. Wankelson Jr.
City Attorney

CERTIFICATE

The undersigned Clerk of the Commission hereby certifies that the foregoing is a true copy of Ordinance No. _____ duly adopted by the Commission of the City of Dayton, Ohio on April 20, 2016, and that a true copy thereof was certified to the Auditor of Montgomery County, Ohio.

Clerk of the Commission
City of Dayton, Ohio

EXHIBIT A

**LIST OF SPECIAL ASSESSMENTS AND
SCHEDULE OF SPECIAL ASSESSMENTS**

LIST OF SPECIAL ASSESSMENTS

<u>Name</u>	<u>Assessed Properties Description</u>	<u>Portion of Benefit and Special Assessment</u>	<u>Amount of Special Assessments</u>
First Street Acquisition, LLC	Montgomery County Parcel Number: R72-00702-0009	100%	\$5,555,014.00

SCHEDULE OF SPECIAL ASSESSMENTS
FOR MONTGOMERY COUNTY PARCEL NOS.:

R72-00702-0009*

The following schedule of Special Assessment charges shall be certified for collection in thirty (30) semi-annual installments to be collected with first-half and second-half real property taxes in calendar years 2018 through 2032:

Special Assessment Date**	Special Assessment Amount
1/31/18	\$ 185,203.00
7/31/18	187,967.50
1/31/19	185,600.50
7/31/19	188,233.50
1/31/20	185,735.00
7/31/20	183,236.50
1/31/21	185,738.00
7/31/21	188,108.00
1/31/22	185,346.50
7/31/22	182,585.00
1/31/23	184,823.50
7/31/23	186,930.50
1/31/24	183,906.00
7/31/24	185,881.50
1/31/25	187,725.50
7/31/25	184,438.00
1/31/26	181,150.50
7/31/26	187,885.00
1/31/27	184,375.00
7/31/27	185,865.00
1/31/28	182,225.00
7/31/28	183,585.00
1/31/29	184,815.00
7/31/29	185,915.00
1/31/30	181,885.00
7/31/30	187,855.00
1/31/31	183,565.00
7/31/31	184,275.00
1/31/32	184,855.00
7/31/32	185,305.00

* As identified in the records of the Auditor of Montgomery County, Ohio as of February 15, 2016.

** Pursuant to Ohio Revised Code Chapter 323, the Special Assessment Payment Dates identified in this Schedule of Special Assessments are subject to adjustment by the Montgomery County Auditor under certain conditions.

The Auditor of Montgomery County, Ohio may impose a special assessment collection fee with respect to each semi-annual Special Assessment payment. If imposed, this special assessment collection fee will be added by the Auditor of Montgomery County, Ohio to each semi-annual Special Assessment payment.

RECEIPT OF COUNTY AUDITOR FOR
LEGISLATION LEVYING SPECIAL ASSESSMENTS
FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING,
AND IMPROVING CERTAIN PUBLIC IMPROVEMENTS
IN THE CITY OF DAYTON 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 Ordinance No. _____, duly adopted by the Commission of the City of Dayton, Ohio on April 20, 2016, levying special assessments for the purpose of acquiring, constructing, and improving certain public improvements in the City of Dayton, Ohio in cooperation with the Dayton Regional Energy Special Improvement District, including the List of Special Assessments and Schedule of Special Assessments, which Special Assessment charges shall be certified for collection in thirty (30) semi-annual installments to be collected with first-half and second-half real property taxes in calendar years 2018 through 2032, was filed in this office on _____, 2016.

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

[SEAL]

Auditor
Montgomery County, Ohio

By MR. Mims

No. 6177-16

A RESOLUTION

Authorizing the Acceptance of a Grant Award from the Ohio Department of Public Safety in the Amount of Twenty-Nine Thousand Nine Hundred Ninety-Four Dollars and Seventy-Eight Cents (\$29,994.78) on Behalf of the City of Dayton, and Declaring an Emergency.

WHEREAS, The Ohio Department of Public Safety/Office of Criminal Justice Services administers Construction Zone Safety Grants; and

WHEREAS, The City of Dayton submitted an application for a 2016 Construction Zone Safety Grant seeking funding to undertake efforts to reduce speed and accidents and to improve driving safety and awareness for motorists traveling through the I-75 construction zone; and

WHEREAS, Pursuant to Section 36.10 of the Revised Code of General Ordinances of the City of Dayton, the City Manager executed the grant application on behalf of the City of Dayton; and

WHEREAS, The Ohio Department of Public Safety/Office of Criminal Justice Services approved the City of Dayton's grant application and will award the City the 2016 Construction Zone Grant subject to the City's acceptance; and

WHEREAS, To provide for the timely development and implementation of the grant program and for the immediate preservation of the public peace, property, health and safety, it is necessary that this resolution take effect at an early date; now, therefore,

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

Section 1. That the City Manager is authorized to accept the 2016 Construction Zone Grant in the amount of Twenty-Nine Thousand Nine Hundred Ninety-Four Dollars and Seventy-Eight Cents (\$29,994.78) on behalf of the City of Dayton and is directed to execute any and all documents and agreements on behalf of the City of Dayton which are necessary to accept the grant from the Ohio Department of Public Safety/ Office of Criminal Justice Services.

Section 2. That the City Manager or his designee is authorized to allocate and distribute funds accordingly, not to exceed the total grant award.

Section 3. That for the reasons set forth in the preamble hereof, the Commission declares this resolution to be an emergency measure which shall take effect immediately upon its adoption.

ADOPTED BY THE COMMISSION April 20, 2016

SIGNED BY THE MAYOR April 20, 2016

Mark Whaley
MAYOR, CITY OF DAYTON, OHIO

ATTEST:

Rashella Lavender
Clerk of Commission

APPROVED AS TO FORM:

Raymond R. W. ...
City Attorney

GRANT APPLICATION APPROVAL FORM

Date: February 29, 2016

Department/Division
 Submitting Application: Department of Police/Office of the Chief of Police

Project Title: 2016 Construction Zone Grant

CFDA Title and Number: N/A

(CFDA = Catalog of Federal Domestic Assistance. This information is required by the Department of Finance if the original source of the money is from the federal government. Even if the application is going to a state or local authority.)

Brief Description of Project: The grant funding will be used for targeted enforcement in the I-75 construction zone with the objective to reduce traffic crashes, enforce speeding violations, and improve driving safety and awareness for motorists. The department will use media releases and social media to increase public awareness of the enforcement campaign and highway safety issues.

Name and phone of staff person to be called when signed application is ready: Myra Beaty x1099

Name of staff person responsible for this grant: Lt. Wendy Stiver

Deadline for submission to funding agency: March 18, 2016

When will grant award decision be made? (Estimate if necessary) April 1, 2016

LEVEL	AGENCY/FUNDING SOURCE	AMOUNT
Fed		\$
State	Ohio Traffic Safety Office	\$30000
City of Dayton		\$
Other		\$
TOTAL		\$

(Note: City of Dayton funds committed to a grant must be accompanied by a Certificate of Funds.)

I have reviewed this material and believe it to be correctly completed and believe the project proposed is appropriate for the City of Dayton.

Director's Signature: _____

Richard A. Beebe

3/1/2016

Date

Review and Approval

We have reviewed this material and believe it to be correctly completed and believe the project proposed is appropriate for the City of Dayton.

 Director, Office of Management & Budget

Barbara Faber

3-15-16
 Date

 Director of Finance (IF CASH MATCH IS REQUIRED)

N/A

[Signature]

3/17/16
 Date

City Manager's Office

Date

FUND NUMBER REQUEST FORM

Assigned by the Finance Dept.

SECTION I COMPLETED BY ADMINISTERING DEPARTMENT

The Administering Department must identify the purpose of the fund request and provide the required documents. Finance will create a new number in accordance with GASB principles and policies to achieve the best accounting results.

TYPE OF FUND BEING REQUESTED; CHECK THE APPROPRIATE BOX

General Fund or G ~ UNASSIGNED	<i>To account for all financial resources except those required to be accounted for in another fund.</i>	Enterprise I	<i>To report any activity for which a fee is charged to external users for goods or services.</i>
Special Revenue for "Grant number request" A, B, C, E and H ~ RESTRICTED or COMMITTED	<i>To account for the proceeds of specific revenue sources (other than...for major capital projects) that is legally restricted to expenditure for specified purpose.</i> • Federal • State • Local • Other	Special Revenue other than grants "non-grant activity" C and/or D ~ RESTRICTED or COMMITTED	<i>This definition is intended to apply to legal restrictions imposed by outside parties or specific action by City Commission.</i>
CAPITAL "Debt Financed" F ~ RESTRICTED	<i>Capital Projects funded by bond proceeds.</i>	CAPITAL "Grant number request" A, B, C, E and H ~ RESTRICTED or COMMITTED	<i>To account for financial resources to be used for the acquisition or construction of major capital facilities (other than those financed by proprietary funds and trust funds)</i>
Debt Service Fund I ~ RESTRICTED	<i>To account for the accumulation of resources for, and the payment of general long-term debt principal and interest.</i> DS Restricted DS Non-restricted	Internal Service Fund C or G	<i>To account for goods or services given to one department by another on a cost reimbursement basis.</i>
Agency Fund C or G	<i>To account for situations where the government's role is purely custodial, such as the receipt, temporary investment, and remittance of fiduciary resources of to individuals, private organizations, or other governments.</i>	CASH CAPITAL I ~ UNASSIGNED	<i>To account for financial resources to be used for the acquisition or construction of major capital facilities (financed by proprietary funds and/or trust funds)</i>

Source of Funds: _____ Org Code: 6310 Program Code: 71
 Originating Department Director Signature/Date: [Signature]

SECTION 2 COMPLETED BY FINANCE

REQUIRED

- | | |
|--|--|
| <input type="checkbox"/> A Grant Application | <input type="checkbox"/> F Signed Declaration of Intent |
| <input type="checkbox"/> B Grant Agreement of Grant Award Letter | <input type="checkbox"/> G Signed Ordinance |
| <input type="checkbox"/> C Signed Resolution | <input type="checkbox"/> H Grant Approval Form |
| <input type="checkbox"/> D Signed Certificate of Revenue | <input type="checkbox"/> I Memo from Department Director and copy of sources and uses stmt |
| <input type="checkbox"/> E Certificate of Funds for Cash Match | |

Finance Reviewer Signature (TTW) _____

Finance Director signature/date required when supporting documentation has not been provided _____

FINANCE DEPARTMENT ACTION

BANNER Fund Title _____
 BANNER FUND # _____
 BANNER FUND TYPE _____
 BANNER PREDECESSOR # _____
 Analyst Signature _____

Financial Service Supervisor signature/date _____

COPY: Office of Management & Budget Director

COPY: Department

Work Plan

Activity: Aggressive Driving/OVI/Speed Enforcement

Activity Name: Traffic Safety Enforcement

Activity Description:

Police Officers and a Supervisor will be assigned in four (4) hour shifts on overtime to patrol the construction zone on I-75 North and South between mile posts 53.1 and 54.5 in Dayton. These Officers will be expected to enforce all traffic safety and speed laws through the issuance of tickets as warranted. In particular, they will focus on aggressive driving, OVI, speed enforcement and safety belt compliance.

Approximate Date(s) of Activity: 4/1/2016 9/30/2016

Location: (if applicable) IR-75 MP 53.1 to 54.5

of Staff Involved: (if applicable) 225

of Media Contacts Planned: (if applicable) 4

Estimated Number of Staff Hours Per Event: 496

Project Overview

Goal Number:	1
Goal Title:	Crash Reduction
Goal Description:	Through enforcement presence, reduce the number of crashes in the construction zone by 5%.
Baseline:	Baseline will be determined by ODOT.
Scope:	Additional units will be assigned to provide an enforcement presence on an overtime status as operational needs necessitate.
Evaluation:	Evaluation will be completed by ODOT.

Goal Number:	2
Goal Title:	Speed Reduction
Goal Description:	Through enforcement presence, reduce average speed in the construction zone by 5%.
Baseline:	Baseline will be determined by ODOT.
Scope:	Additional units will be assigned to provide an enforcement presence on an overtime status as operational needs necessitate.
Evaluation:	Evaluation will be completed by ODOT.

Goal Number:	3
Goal Title:	Public Awareness
Goal Description:	Promote public awareness with information provided by ODOT and ODPS.
Baseline:	Baseline will be determined by ODOT.
Scope:	Additional units will be assigned to provide an enforcement presence on an overtime status as operational needs necessitate.
Evaluation:	Evaluation will be completed by ODOT.



Construction Zone 2016
 Log #: 2016-CZ-0670-00
 Applicant: Dayton Police Dept.
 Status: Proposal In Process
 Access Level: Proposal Administrator

Start Menu | Agency Info | Proposal Menu

User: Wendy Stiver | Help | Logout

[Return to Previous Page](#)

BUDGET OVERVIEW

Instructions: To view a budget, click on the Proposal hyperlink.

Budget Overview

Back

Construction Zone: 2016 Construction Zone Grant

Budget Category

Direct Labor

Fringe Benefits

Quantity

Amount

Sub-Total

0

Total

0

\$23,976.64

\$6,018.14

\$29,994.78

\$29,994.78

Back

Labor Cost Worksheet

DIRECT LABOR	
Total Number of Hours (from Work Plan)	496
Average Hourly Rate for Personnel	\$48.34
Total Direct Labor	\$23,978.64
LABOR FRINGE BENEFIT	
Retirement	19.5 %
Worker's Comp	4.15 %
Medicare	1.45%
Total Fringe	25.1 %
Total Fringe Benefit Cost	\$6,018.14

BUDGET

Direct Labor

Direct Labor	Description	Quantity	Amount
	Auto-calculated item		\$23,976.64
Sub-Total			\$23,976.64

Fringe Benefits

Fringe Benefits	Description	Quantity	Amount
	Auto-calculated Item		\$6,018.14
Sub-Total			\$6,018.14

Total (this program component)		0	\$29,994.78
---------------------------------------	--	----------	--------------------



MEMORANDUM

March 10, 2016

TO: Barbara LaBrier
Director, Office of Management and Budget

FROM: Richard S. Biehl
Director and Chief of Police

H. C. R. Man G. E. C. R.

**SUBJECT: Request for Approval – Grant Application
2016 Construction Zone Grant**

The attached Grant Application Approval Form is for the 2016 Construction Zone Grant from the Ohio Department of Public Safety. There is \$30,000 available for enforcement efforts in the construction zone on I-75 in Dayton, to be conducted between April 1 and September 30, 2016. This is a 39% reduction from the 2015 grant of \$49,000.

The deployment plan is to assign one supervisor and three officers in four (4) hour blocks to conduct targeted enforcement in thirty-one (31) events, distributed throughout the project period.

Thank you.

RSB:whs



MEMORANDUM

March 10, 2016

TO: Shelley Dickstein
City Manager

FROM: Richard S. Biehl
Director and Chief of Police

Lt. Col Mar C Ector

SUBJECT: Request for Approval – Grant Application
2016 Construction Zone Grant

The attached Grant Application Approval Form is for the 2016 Construction Zone Grant from the Ohio Department of Public Safety. There is \$30,000 available for enforcement efforts in the construction zone on I-75 in Dayton, to be conducted between April 1 and September 30, 2016. This is a 39% reduction from the 2015 grant of \$49,000.

The deployment plan is to assign one supervisor and three officers in four (4) hour blocks to conduct targeted enforcement in thirty-one (31) events, distributed throughout the project period.

Thank you.

RSB:whs



- Bureau of Motor Vehicles
- Emergency Management Agency
- Emergency Medical Services
- Office of Criminal Justice Services
- Ohio Homeland Security
- Ohio Investigative Unit
- Ohio State Highway Patrol



John R. Kasich, Governor
John Born, Director
Colonel Paul A. Pride
Superintendent

Ohio State Highway Patrol
1970 West Broad Street
P.O. Box 182074
Columbus, Ohio 43218-2074
www.statepatrol.ohio.gov

3/25/2016

Chief Richard Biehl
Dayton Police Dept.
335 W. Third Street
Dayton, OH 45402

Attention: Wendy Stiver
Re: FFY 2016 Grant # CZ-2016-57-00-00-00675-00

Dear Chief Richard Biehl:

Your Federal Fiscal Year (FFY) 2016 grant proposal titled Construction Zone is approved for \$29,994.78. Your executed agreement can be found on the Grants Records & Application Network for Traffic Safety (GRANTS) system portal at: <http://ghsogrants.dps.ohio.gov/Portal.asp>. You will need to generate a new full PDF file of the executed agreement in order to have a copy for your files. The new PDF file, this letter and any attached Special Conditions comprise the entire executed agreement for this grant.

Modifications to your initial proposal are reflected in this executed agreement. **Concerns regarding your executed agreement must be addressed and resolved prior to the expenditure of grant funds.**

All applicable forms related to your grant can be found, and must be submitted, online through the GRANTS system portal. The "Authorized to Proceed Date" for this agreement is **April 1, 2016**. The "Agreement Termination Date" is **September 30, 2016**. The only costs eligible for reimbursement under this agreement are those incurred within these dates.

Before proceeding with this agreement, a representative from your agency is required to read in its entirety the "Pre-Activity" presentation provided online and acknowledge completion by returning the Pre-Activity form prior to starting any grant-related activity. Instructions on how to access the presentation will be forwarded at a later date. The representative assigned to this agreement is Kelvin Williams and can be contacted at (614) 466-3250.

The staff of the OTSO looks forward to working with you to reduce traffic related fatal and serious injury crashes in Ohio.

Sincerely,

Lieutenant Andre Swinerton, Commander
Ohio Traffic Safety Office



John R. Kasich, Governor
John Born, Director
Colonel Paul A. Pride
Superintendent

- Bureau of Motor Vehicles
- Emergency Management Agency
- Emergency Medical Services
- Office of Criminal Justice Services
- Ohio Homeland Security
- Ohio Investigative Unit
- Ohio State Highway Patrol



Ohio State Highway Patrol
1970 West Broad Street
P.O. Box 182074
Columbus, Ohio 43218-2074
www.statepatrol.ohio.gov

3/25/2016

Chief Richard Biehl
Dayton Police Dept.
335 W. Third Street
Dayton, OH 45402

Attention: Wendy Stiver
Re: FFY 2016 Grant # CZ-2016-57-00-00-00675-00

Dear Chief Richard Biehl:

Your Federal Fiscal Year (FFY) 2016 grant proposal titled Construction Zone is approved for \$29,994.78. Your executed agreement can be found on the Grants Records & Application Network for Traffic Safety (GRANTS) system portal at: <http://ghsogrants.dps.ohio.gov/Portal.asp>. You will need to generate a new full PDF file of the executed agreement in order to have a copy for your files. The new PDF file, this letter and any attached Special Conditions comprise the entire executed agreement for this grant.

Modifications to your initial proposal are reflected in this executed agreement. **Concerns regarding your executed agreement must be addressed and resolved prior to the expenditure of grant funds.**

All applicable forms related to your grant can be found, and must be submitted, online through the GRANTS system portal. The "Authorized to Proceed Date" for this agreement is **April 1, 2016**. The "Agreement Termination Date" is **September 30, 2016**. The only costs eligible for reimbursement under this agreement are those incurred within these dates.

Before proceeding with this agreement, a representative from your agency is required to read in its entirety the "Pre-Activity" presentation provided online and acknowledge completion by returning the Pre-Activity form prior to starting any grant-related activity. Instructions on how to access the presentation will be forwarded at a later date. The representative assigned to this agreement is Kelvin Williams and can be contacted at (614) 466-3250.

The staff of the OTSO looks forward to working with you to reduce traffic related fatal and serious injury crashes in Ohio.

Sincerely,

Lieutenant Andre Swinerton, Commander
Ohio Traffic Safety Office

By MR. Shaw.....

No 6178-16.....

A RESOLUTION

Authorizing the City Manager to Accept Four (4) Grant Awards From the U.S. Department of Housing and Urban Development ("HUD") for a Total Amount of Two Million Eight Hundred Fifty-Four Thousand Four Hundred Fifty-One Dollars and Zero Cents (\$2,854,451.00) on Behalf of the City of Dayton, and Declaring an Emergency.

WHEREAS, HUD administers the Shelter Plus Care grant program; and

WHEREAS, The City of Dayton submitted a Shelter Plus Care grant application seeking funding to provide housing and supportive services to homeless individuals that was included in the Dayton/Kettering/Montgomery County 2015 Continuum of Care application; and

WHEREAS, Pursuant to Section 36.10 of the Revised Code of General Ordinances of the City of Dayton, the City Manager executed the grant application on behalf of the City of Dayton; and

WHEREAS, HUD approved the City of Dayton's grant application and will award the City four (4) Shelter Plus Care grants subject to the City's acceptance; and

WHEREAS, The City must accept the grant from HUD as soon as possible to ensure provision of uninterrupted assistance to the homeless, making it necessary for the immediate preservation of the public peace, property, health, and safety that this resolution take effect at an early date; now, therefore,

BE IT RESOLVED BY THE COMMISSION OF THE CITY OF DAYTON

Section 1. That the City Manager is authorized to accept four Shelter Plus Care grants for a total amount of Two Million Eight Hundred Fifty-Four Thousand Four Hundred Fifty-One Dollars and Zero Cents (\$2,854,451.00) and is directed to execute any and all documents and agreements on behalf of the City of Dayton which are necessary to accept the grant from HUD.

Section 2. That for that reason stated in the preamble hereof, the Commission declares this Resolution to be an emergency measure that shall take effect immediately upon its adoption.

Passed by the Commission April 20....., 2016

Signed by the Mayor April 20....., 2016

Norm Whaley
Mayor of the City of Dayton, Ohio

Attest:

Rashella Lavender
Clerk of Commission

Approved as to form:

David R. Wansleben
City Attorney

BY Ms. Whaley

NO. 6179-16

A RESOLUTION

Authorizing the City Manager to Enter into an Agreement for Government Aggregation With a Competitive Retail Electric Service provider, and Declaring an Emergency.

WHEREAS, The City of Dayton has been certified by the Public Utilities Commission of Ohio as a Competitive Retail Electric Service Provider; and,

WHEREAS, In accordance with the Public Utilities Commission of Ohio rules/regulations, the City of Dayton has the opportunity to maximize savings by combining retail electric loads for eligible customers; and,

WHEREAS, Time is of the essence to secure the best possible electric aggregation rates for the City, making it necessary for the immediate preservation of the public peace, property, health and safety, and the usual daily operation of City departments, that this Resolution take effect immediately upon its adoption; now, therefore,

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

Section 1. That the City Manager is authorized, on behalf of the City of Dayton, to execute an Agreement for Government Aggregation with a Competitive Retail Electric Service provider for electric generation and transmission supply services and any other related and necessary documents.

Section 2. That for the reasons stated in the preamble hereof, this Resolution is declared to be an emergency measure and shall take effect immediately upon adoption.

ADOPTED BY THE COMMISSION April 20, 2016

SIGNED BY THE MAYOR April 20, 2016

Ms. Whaley

Mayor of the City of Dayton, Ohio

Attest:

Rashella Lavender
Clerk of the Commission

Approved as to form:

Opim R. Donaldson Jr.
City Attorney

1st Reading

21.

6180-16

BY.....

NO.....

A RESOLUTION

Objecting to the Renewal of Liquor Permit #7540720, Steven K. Ross, Sr. dba Club 22, 2117-19 James H. McGee Boulevard, Dayton, Ohio 45417, and Declaring an Emergency.

WHEREAS, Section 4303.271 of the Ohio Revised Code ("ORC") authorizes the legislative authority of a municipal corporation to object to the renewal of liquor permits issued under ORC Sections 4303.11 to 4303.183, within the limits of such municipal corporation and request a hearing thereon; and

WHEREAS, This Commission caused an investigation to be made by Departments of the City of Dayton and received objections concerning various permit premises within the City of Dayton; and

WHEREAS, It appears from such investigation that the applicant, any partner, member, officer, director, or manager thereof, or any shareholder owning ten percent or more of the capital stock of the holder of Liquor Permit #7540720, has operated his liquor permit businesses in a manner that demonstrates a disregard for the laws, regulations or local ordinances of this state or any other state; that the place for which the permit is sought is so located with respect to the neighborhood that substantial interference with public decency, sobriety, peace or good order would result from the renewal of the permit and operation thereunder by the applicant; and

WHEREAS, For the usual and daily operation of City departments and the immediate preservation of public peace, property, health, and safety, it is necessary that this Resolution take effect immediately upon passage; now, therefore,

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

Section 1. That this Commission objects to the renewal of Liquor Permit #7540720, Steven K. Ross, Sr. dba Club 22, 2117-19 James H. McGee Boulevard, Dayton, Ohio 45427, for all the statutory reasons provided in ORC Section 4303.292, as well as for the reasons stated in the preamble, and that this Commission requests that the Division of Liquor Control also reject the application for renewal for good cause.

Section 2. That two (2) certified copies of this resolution, together with a request that a hearing be held in the City of Dayton, the county seat of the county in which said permit premises are located, be sent to the Superintendent of the Ohio Division of Liquor Control no later than May 2, 2016.

Section 3. That the City Attorney for the City of Dayton, or the City Attorney's designee, is authorized and directed to appear on behalf of this Commission before the Ohio Division of Liquor Control, at such time and place as a hearing is scheduled with respect to the objection to the renewal of said permit, and to state this Commission's reasons for objecting to the renewal of the said permit and submit evidence in support thereof.

Section 4. That for the reasons set forth in the preamble, this Resolution is declared to be an emergency and shall take effect immediately upon passage.

ADOPTED BY THE COMMISSION....., 2016

SIGNED BY THE MAYOR....., 2016

MAYOR OF THE CITY OF DAYTON, OHIO

ATTEST:

Clerk of the Commission

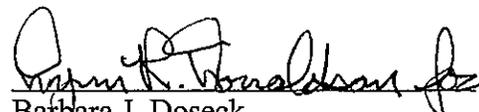
APPROVED AS TO FORM:



City Attorney

STATEMENT OF THE CHIEF LEGAL OFFICER

The undersigned, Barbara J. Doseck, City Attorney for the City of Dayton, Ohio, hereby states that she has reviewed the reports of the Department of Police regarding the advisability of renewing Liquor Permit #7540720, Steven K. Ross, Sr. dba Club 22, 2117-19 James H. McGee Boulevard, Dayton, Ohio 45427, and that the facts alleged in such reports, if true, constitute, in her opinion, substantial legal grounds, within the meaning and intent of division (A) Section 4303.292 of the Revised Code of Ohio, for denying the renewal of said permit.



Barbara J. Doseck
City Attorney

BY.....

NO. 6181-16.....

A RESOLUTION

Continuing the Objection to the Renewal of Liquor Permit #2105088, DEV, Inc. dba A1 Food Mart, 272 Linden Avenue, Dayton, OH 45403, and Declaring an Emergency.

WHEREAS, Section 4303.271 of the Ohio Revised Code (“ORC”) authorizes the legislative authority of a municipal corporation to object to the renewal of liquor permits issued under ORC Sections 4303.11 to 4303.183, within the limits of such municipal corporation and request a hearing thereon; and,

WHEREAS, This Commission caused an investigation to be made by Departments of the City of Dayton and received objections concerning various permit premises within the City of Dayton; and,

WHEREAS, It appears from such investigation that the applicant, any partner, member, officer, director, or manager thereof, or any shareholder owning ten percent or more of the capital stock of the holder of Liquor Permit #2105088, has operated his or her liquor permit businesses in a manner that demonstrates a disregard for the laws, regulations or local ordinances of this state or any other state and that the place for which the permit is sought is so located with respect to the neighborhood that substantial interference with public decency, sobriety, peace or good order would result from the issuance of the permit and operation thereunder by the applicant;

WHEREAS, For the usual and daily operation of City departments and the immediate preservation of public peace, property, health, and safety, it is necessary that this Resolution take effect immediately upon passage; now, therefore,

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

Section 1. That this Commission continues its objection to the transfer of Liquor Permit #2105088, DEV, Inc. dba A1 Food Mart, 272 Linden Avenue, Dayton, OH 45403, for all the statutory reasons provided in ORC Section 4303.292, as well as for the reasons stated in the preamble and that this Commission requests that the Division of Liquor Control also reject the application for good cause. A hearing on Commission’s initial objection to renewal of the permit was held on July 8, 2015. The renewal application was subsequently denied by the Division of Liquor Control and the matter is currently set for appeal before the Liquor Control Commission on May 4, 2016.

Section 2. That two (2) certified copies of this resolution, together with a request that a hearing be held in the City of Dayton, the county seat of the county in which said permit premises are located, be sent to the Superintendent of the Ohio Division of Liquor Control no later than May 2, 2016.

Section 3. That the Law Director of the City of Dayton, or the Law Director's designee, is authorized and directed to appear on behalf of this Commission before the Ohio Division of Liquor Control, at such time and place as a hearing is scheduled with respect to the objection to the renewal of said permit, and to state this Commission's reasons for objecting to the renewal of the said permit and submit evidence in support thereof.

Section 4. That for the reasons set forth in the preamble, this Resolution is declared to be an emergency and shall take effect immediately upon passage.

ADOPTED BY THE COMMISSION....., 2016

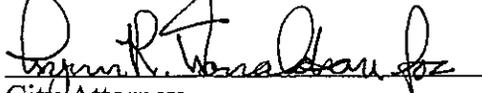
SIGNED BY THE MAYOR....., 2016

MAYOR OF THE CITY OF DAYTON, OHIO

ATTEST:

Clerk of the Commission

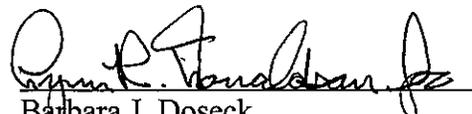
APPROVED AS TO FORM:



City Attorney

STATEMENT OF THE CHIEF LEGAL OFFICER

The undersigned, Barbara J. Doseck, City Attorney of Dayton, Ohio, hereby states that she has reviewed the reports of the Department of Police regarding the advisability of renewing liquor permit #2105088, DEV, Inc. dba A1 Food Mart, 272 Linden Avenue, Dayton, OH 45403, and that the facts alleged in such reports, if true, constitute, in her opinion, substantial legal grounds, within the meaning and intent of division (A) Section 4303.292 of the Revised Code of Ohio, for denying the renewal of said permit.



Barbara J. Doseck
City Attorney

1st Reading

23.

BY..... NO. 6182-16.....

A RESOLUTION

Continuing the Objection to the Transfer of Ownership of Liquor Permit #5595765, Nimesh Patel dba Maruti Foodmart Inc., 272 Linden Avenue, Dayton, OH 45403, and Declaring an Emergency.

WHEREAS, Section 4303.271 of the Ohio Revised Code ("ORC") authorizes the legislative authority of a municipal corporation to object to the renewal of liquor permits issued under ORC Sections 4303.11 to 4303.183, within the limits of such municipal corporation and request a hearing thereon; and,

WHEREAS, This Commission caused an investigation to be made by Departments of the City of Dayton and received objections concerning various permit premises within the City of Dayton; and,

WHEREAS, It appears that the place for which the permit is sought is so located with respect to the neighborhood that substantial interference with public decency, sobriety, peace or good order would result from the issuance of the permit and operation thereunder by the applicant; and,

WHEREAS, For the usual and daily operation of City departments and the immediate preservation of public peace, property, health, and safety, it is necessary that this Resolution take effect immediately upon passage; now, therefore,

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

Section 1. That this Commission continues its objection to the transfer of ownership of Liquor Permit #5595765, Nimesh Patel dba Maruti Foodmart Inc., 272 Linden Avenue, Dayton, OH 45403, for all the statutory reasons provided in ORC Section 4303.292, as well as for the reasons stated in the preamble and that this Commission requests that the Division of Liquor Control also reject the application for good cause. A hearing on Commission's initial objection to transfer of the ownership of the permit was held on July 8, 2015. The transfer application was subsequently denied by the Division of Liquor Control and the matter is currently set for appeal before the Liquor Control Commission on May 4, 2016.

Section 2. That two (2) certified copies of this resolution, together with a request that a hearing be held in the City of Dayton, the county seat of the county in which said permit

premises are located, be sent to the Superintendent of the Ohio Division of Liquor Control no later than May 2, 2016.

Section 3. That the Law Director of the City of Dayton, or the Law Director's designee, is authorized and directed to appear on behalf of this Commission before the Ohio Division of Liquor Control, at such time and place as a hearing is scheduled with respect to the objection to the renewal of said permit, and to state this Commission's reasons for objecting to the renewal of the said permit and submit evidence in support thereof.

Section 4. That for the reasons set forth in the preamble, this Resolution is declared to be an emergency and shall take effect immediately upon passage.

ADOPTED BY THE COMMISSION....., 2016

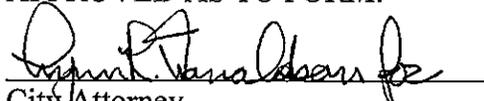
SIGNED BY THE MAYOR....., 2016

MAYOR OF THE CITY OF DAYTON, OHIO

ATTEST:

Clerk of the Commission

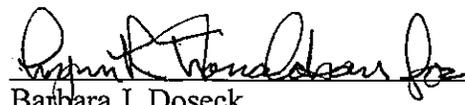
APPROVED AS TO FORM:



City Attorney

STATEMENT OF THE CHIEF LEGAL OFFICER

The undersigned, Barbara J. Doseck, City Attorney of the City of Dayton, Ohio, hereby states that she has reviewed the reports of the Department of Police regarding the advisability of transferring liquor permit #5595765, Nimesh Patel dba Maruti Foodmart Inc., 272 Linden Avenue, Dayton, OH 45403, and that the facts alleged in such reports, if true, constitute, in her opinion, substantial legal grounds, within the meaning and intent of division (A) Section 4303.292 of the Revised Code of Ohio, for denying the renewal of said permit.



Barbara J. Doseck
City Attorney

1st Reading

24.

BY.....

NO. 6183-16.....

A RESOLUTION

Continuing the Objection to the Issuance of Liquor Permit #55957650005, Nimesh Patel dba Maruti Foodmart Inc., 272 Linden Avenue, Dayton, OH 45403 and Declaring an Emergency.

WHEREAS, Section 4303.271 of the Ohio Revised Code (“ORC”) authorizes the legislative authority of a municipal corporation to object to the renewal of liquor permits issued under ORC Sections 4303.11 to 4303.183, within the limits of such municipal corporation and request a hearing thereon; and,

WHEREAS, This Commission caused an investigation to be made by Departments of the City of Dayton and received objections concerning various permit premises within the City of Dayton; and,

WHEREAS, It appears that the place for which the permit is sought is so located with respect to the neighborhood that substantial interference with public decency, sobriety, peace or good order would result from the issuance of the permit and operation thereunder by the applicant; and,

WHEREAS, For the usual and daily operation of City departments and the immediate preservation of public peace, property, health, and safety, it is necessary that this Resolution take effect immediately upon passage; now, therefore,

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

Section 1. That this Commission continues its objection to the transfer of ownership of Liquor Permit #55957650005, Nimesh Patel dba Maruti Foodmart Inc., 272 Linden Avenue, Dayton, OH 45403, for all the statutory reasons provided in ORC Section 4303.292, as well as for the reasons stated in the preamble and that this Commission requests that the Division of Liquor Control also reject the application for good cause. A hearing on Commission’s initial objection to transfer of the ownership of the permit is set for May 18, 2016.

Section 2. That two (2) certified copies of this resolution, together with a request that a hearing be held in the City of Dayton, the county seat of the county in which said permit premises are located, be sent to the Superintendent of the Ohio Division of Liquor Control no later than May 2, 2016.

Section 3. That the Law Director of the City of Dayton, or the Law Director's designee, is authorized and directed to appear on behalf of this Commission before the Ohio Division of Liquor Control, at such time and place as a hearing is scheduled with respect to the objection to the renewal of said permit, and to state this Commission's reasons for objecting to the renewal of the said permit and submit evidence in support thereof.

Section 4. That for the reasons set forth in the preamble, this Resolution is declared to be an emergency and shall take effect immediately upon passage.

ADOPTED BY THE COMMISSION....., 2016

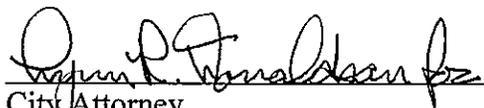
SIGNED BY THE MAYOR....., 2016

MAYOR OF THE CITY OF DAYTON, OHIO

ATTEST:

Clerk of the Commission

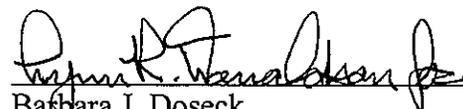
APPROVED AS TO FORM:



City Attorney

STATEMENT OF THE CHIEF LEGAL OFFICER

The undersigned, Barbara J. Doseck, City Attorney of the City of Dayton, Ohio, hereby states that she has reviewed the reports of the Department of Police regarding the advisability of issuing liquor permit #55957650005, Nimesh Patel dba Maruti Foodmart Inc., 272 Linden Avenue, Dayton, OH 45403, and that the facts alleged in such reports, if true, constitute, in her opinion, substantial legal grounds, within the meaning and intent of division (A) Section 4303.292 of the Revised Code of Ohio, for denying the renewal of said permit.



Barbara J. Doseck
City Attorney

1st Reading

25.

BY..... NO..... 6184-16

A RESOLUTION

Continuing the Objection to the Issuance of Liquor Permit #18793640005, Delven Parks dba D Anthony's Grille, LLC, 2404 East Third Street, Dayton, Ohio 45403, and Declaring an Emergency.

WHEREAS, Section 4303.271 of the Ohio Revised Code ("ORC") authorizes the legislative authority of a municipal corporation to object to the renewal of liquor permits issued under ORC Sections 4303.11 to 4303.183, within the limits of such municipal corporation and request a hearing thereon; and,

WHEREAS, This Commission caused an investigation to be made by Departments of the City of Dayton and received objections concerning various permit premises within the City of Dayton; and,

WHEREAS, The place for which the permit is sought is so located with respect to the neighborhood that substantial interference with public decency, sobriety, peace or good order would result from the issuance of the permit and operation thereunder by the applicant; and,

WHEREAS, For the usual and daily operation of City departments and the immediate preservation of public peace, property, health, and safety, it is necessary that this Resolution take effect immediately upon passage; now, therefore,

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

Section 1. That this Commission continues its objection to the issuance of Liquor Permit #18793640005, Delven Parks dba D Anthony's Grille, LLC, 2404 East Third Street, Dayton, Ohio 45403, for all the statutory reasons provided in ORC Section 4303.292, as well as for the reasons stated in the preamble, and that this Commission requests that the Division of Liquor Control also reject the license application for good cause. The Commission made its initial objection to issuance of the permit in Informal Resolution 907-15 that was adopted on May 27, 2015.

Section 2. That two (2) certified copies of this resolution, together with a request that a hearing be held in the City of Dayton, the county seat of the county in which said permit premises are located, be sent to the Superintendent of the Ohio Division of Liquor Control no later than May 2, 2016.

Section 3. That the Law Director of the City of Dayton, or the Law Director's designee, is authorized and directed to appear on behalf of this Commission before the Ohio Division of Liquor Control, at such time and place as a hearing is scheduled with respect to the objection to the renewal of said permit, and to state this Commission's reasons for objecting to the renewal of the said permit and submit evidence in support thereof.

Section 4. That for the reasons set forth in the preamble, this Resolution is declared to be an emergency and shall take effect immediately upon passage.

ADOPTED BY THE COMMISSION....., 2016

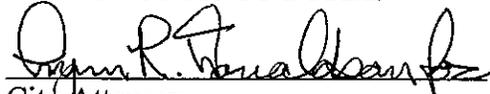
SIGNED BY THE MAYOR....., 2016

MAYOR OF THE CITY OF DAYTON, OHIO

ATTEST:

Clerk of the Commission

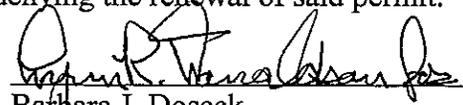
APPROVED AS TO FORM:



City Attorney

STATEMENT OF THE CHIEF LEGAL OFFICER

The undersigned, Barbara J. Doseck, City Attorney of the City of Dayton, Ohio, hereby states that she has reviewed the reports of the Department of Police regarding the advisability of issuing liquor permit #18793640005, Delven Parks dba D Anthony's Grille, LLC, 2404 East Third Street, Dayton, Ohio 45403, and that the facts alleged in such reports, if true, constitute, in her opinion, substantial legal grounds, within the meaning and intent of division (A) Section 4303.292 of the Revised Code of Ohio, for denying the renewal of said permit.



Barbara J. Doseck
City Attorney

1st Reading

26.

6185-16

BY.....

NO.....

A RESOLUTION

Objecting to the Renewal of Liquor Permit #2850880, Fourth & St. Clair, LLC dba Vex, 101 S. St. Clair Street, Dayton, Ohio 45402, and Declaring and Emergency.

WHEREAS, Section 4303.271 of the Ohio Revised Code ("ORC") authorizes the legislative authority of a municipal corporation to object to the renewal of liquor permits issued under ORC Sections 4303.11 to 4303.183, within the limits of such municipal corporation and request a hearing thereon; and,

WHEREAS, This Commission caused an investigation to be made by Departments of the City of Dayton and received objections concerning various permit premises within the City of Dayton; and,

WHEREAS, It appears from such investigation that the applicant, any partner, member, officer, director, or manager thereof, or any shareholder owning ten percent or more of the capital stock of the holder of Liquor Permit #2850880, has operated his or her liquor permit businesses in a manner that demonstrates a disregard for the laws, regulations or local ordinances of this state or any other state and that the place for which the permit is sought is so located with respect to the neighborhood that substantial interference with public decency, sobriety, peace or good order would result from the renewal of the permit and operation thereunder by the applicant; and,

WHEREAS, For the usual and daily operation of City departments and the immediate preservation of public peace, property, health, and safety, it is necessary that this Resolution take effect immediately upon passage; now, therefore,

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

Section 1. That this Commission objects to the renewal of Liquor Permit #2850880, Fourth & St. Clair, LLC dba Vex, 101 S. St. Clair Street, Dayton, Ohio 45402, for all the statutory reasons provided in ORC Section 4303.292, as well as for the reasons stated in the preamble, and that this Commission requests that the Division of Liquor Control also reject the application for renewal for good cause.

Section 2. That two (2) certified copies of this informal resolution, together with a request that a hearing be held in the City of Dayton, the county seat of the county in which said

permit premises are located, be sent to the Superintendent of the Ohio Division of Liquor Control no later than May 2, 2016.

Section 3. That the Law Director of the City of Dayton, or the Law Director's designee, is authorized and directed to appear on behalf of this Commission before the Ohio Division of Liquor Control, at such time and place as a hearing is scheduled with respect to the objection to the renewal of said permit, and to state this Commission's reasons for objecting to the renewal of the said permit and submit evidence in support thereof.

Section 4. That for the reasons set forth in the preamble, this Resolution is declared to be an emergency and shall take effect immediately upon passage.

ADOPTED BY THE COMMISSION....., 2016

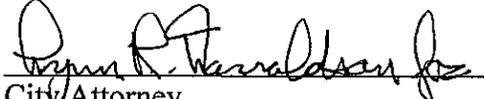
SIGNED BY THE MAYOR....., 2016

MAYOR OF THE CITY OF DAYTON, OHIO

ATTEST:

Clerk of the Commission

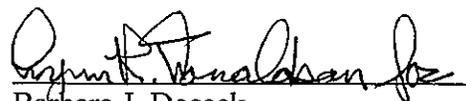
APPROVED AS TO FORM:



City Attorney

STATEMENT OF THE CHIEF LEGAL OFFICER

The undersigned, Barbara J. Doseck, City Attorney of the City of Dayton, Ohio, hereby states that she has reviewed the reports of the Department of Police regarding the advisability of renewing liquor permit #2850880, Fourth & St. Clair, LLC dba Vex, 101 S. St. Clair Street, Dayton, Ohio 45402, and that the facts alleged in such reports, if true, constitute, in her opinion, substantial legal grounds, within the meaning and intent of division (A) Section 4303.292 of the Revised Code of Ohio, for denying the renewal of said permit.



Barbara J. Doseck
City Attorney

By.....

AN ORDINANCE

Enacting Section 72.20 of the Revised Code of General Ordinances Regarding the Downtown Business Delivery Parking Permit.

WHEREAS, The City of Dayton recognizes that a standard delivery policy in the downtown area will facilitate delivery and loading for downtown businesses; and

WHEREAS, It is in the best interest of the City to allow persons engaged in business in the downtown area to obtain a permit to park without cost in designated loading zones and metered on-street parking areas for short intervals; now, therefore,

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

Section 1. That Section 72.20 of the Revised Code of General Ordinances be, and the same hereby is, enacted to read as follows:

Sec. 72.20 Downtown business delivery parking permit.

- (A) Any person lawfully using real property in the Central Business District ("CBD") or the Urban Business District ("UBD") for office, service, entertainment or retail purposes is eligible to apply for a downtown business delivery parking permit.
- (B) The operator of any vehicle displaying a downtown business delivery parking permit may park the vehicle in a designated delivery zone or in a metered on-street parking space in the CBD or the UBD without charge for a period not to exceed thirty (30) minutes. Any vehicle displaying a downtown business delivery parking permit and parked anywhere except a designated delivery zone or a metered on-street parking space in the CBD or the UBD, or for a period exceeding thirty (30) minutes, shall be subject to all applicable parking regulations and penalties for violation thereof.
- (C) A person eligible to apply for a downtown business delivery parking permit pursuant to subsection (A) above may submit an application to the Director of the Department of Public Works on a form provided by the Director. The application shall describe the use of the real property and state the reason or necessity for the permit. The Director shall issue a permit upon (1) verification of the applicant's eligibility and (2) determination that a permit is necessary. A permit issued in accordance with this section shall be valid until January 1st of the following year

and may be renewed, but a permit is not transferable and may be revoked if the holder at any time becomes ineligible.

Passed by the Commission....., 2016

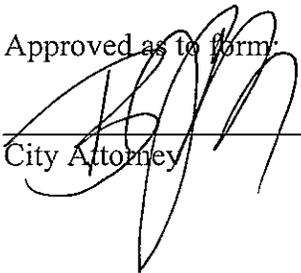
Signed by the Mayor....., 2016

Mayor of the City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:



City Attorney

1st Reading

28.

BY.....

NO. 31487-16.....

AN ORDINANCE

Requiring Bidders to Provide Additional Information and to Certify Compliance with Applicable Law in Bidding and Performing Public Works Projects for the City and Repealing Ordinance No. 30575-06.

WHEREAS, The City routinely solicits bids and awards contracts for public works projects; and,

WHEREAS, The City enacted Ordinance No. 30575-06 in order to require bidders on public work projects to provide additional information and certify compliance with applicable laws to assist the City in awarding and managing public works projects; and

WHEREAS, The City wishes to repeal Ordinance No. 30575-06 and enact a new ordinance that will further improve the process by requiring bidders on public works projects to provide even more information, certify compliance with applicable laws, and allow the City to request even more information when it determines that it will assist in the awarding and managing of public works projects;

WHEREAS, The City seeks to protect its proprietary interests and investments by helping to ensure that work on publicly funded construction is performed by responsible and qualified contractors; and,

WHEREAS, The City seeks to increase its monitoring of proprietary construction projects and improve project management and execution by selecting contractors that have the necessary facilities and management capacity to complete City projects; now therefore,

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

Section 1. That a bidder submitting a bid in excess of Seventy-Five Thousand Dollars (\$75,000) on a public works project shall submit together with the bid a signed statement certifying:

- A. The bidder (and all sub-contractors, direct or lineal) is current in the payment of any City of Dayton taxes on payroll and net profits; or, in the event the bidder is not current, that the bidder is in good standing with regard to any payment plan entered into with the city to extinguish the arrearage; and, that bidder is current with payment of state and federal taxes;
- B. The bidder (and all subcontractors, direct or lineal) has a current, valid workers' compensation insurance policy registered with the State of Ohio Bureau of Workers' Compensation, or is legally self-insured. In addition, the bidder shall

certify compliance with the Bureau's Drug Free Workplace Program and disclose bidder's substance abuse policy covering all personnel working on the project;

- C. The bidder shall comply with all state or federal prevailing wage laws, as applicable and required by the funding for the public works project;
- D. The bidder has a current, valid unemployment compensation insurance policy registered with the State of Ohio Department of Job and Family Services; and
- E. In accordance with the City's bid documents and ordinances, and applicable federal and state law, the bidder has made a good faith effort to promote diversity and full and equal business opportunity for all persons in contracting for work required by the public works project.

Section 2. That a bidder submitting a bid in excess of Seventy-Five Thousand Dollars (\$75,000) on a public works project shall submit the following with the bid:

- A. A complete listing of the fringe benefits the bidder provides its employees, including but not limited to health insurance and retirement benefits;
- B. The identity of any "bonafide apprenticeship training program" in which the bidder participates in accordance with the Ohio Bureau of Apprenticeship Training and the U.S. Department of Labor;
- C. A list of all subcontractors whose quotes or information are included or used in the bid submitted for the public works project; and
- D. Verification of required licenses for public works construction contracts involving crafts subject to R.C. 4740 including: heating, ventilating & cooling (HVAC), electrical, refrigeration, hydronics, plumbing/steamfitting or fire suppression.

Section 3. In addition to the information provided above, the City may request additional information either before or after the bids are submitted. This additional information includes, but is not limited to the following:

- A. A complete list of all minority business enterprises, women business enterprises, and/or small business enterprises, contacted by the bidder for the purpose of obtaining quotes to perform work required by the public works project;
- B. Overall experience of the bidder, including number of years in business under the present or former business names;
- C. Names and qualifications of key bidder personnel;

- D. Complete listing of all ongoing and completed public and private construction contracts of the bidder in the last three years, including nature, status and value of each contract and a name, address, and phone number for a representative of the owner of each related project;
- E. Complete listing of any EPA, OSHA or other regulating entity issues or citations issued within the last 10 years;
- F. Complete listing of all outstanding liens against the bidder;
- G. Certified financial statements with trade and bank references;
- H. Description of relevant facilities of the bidder;
- I. Description of the management experience of the bidder's project managers and superintendent(s);
- J. Complete listing of any determinations of the bidder's violations of federal, state, or local laws, including a list of all citations, orders, or recommendations issued to or against the bidder within the previous 10 years by any court, administrative or governmental tribunal; and
- K. Complete listing of any and all federal, state, or local disbarments and findings of "non-responsibility."

Section 4. That in addition to other criteria established by the City to determine the lowest and best bidder, and subject to state or federal funding requirements, the City may consider the signed statement and information required by or requested in accordance with Sections 1, 2, and 3 of this ordinance in awarding a public works contract.

Section 5. For purposes of this ordinance, the terms "minority business enterprise", "women business enterprise", and "small business enterprise" shall have the same meanings as those terms are defined in Dayton R.C.G.O. Section 35.35.

Section 6. That a bidder awarded a contract by the City to perform work on a public works project shall provide, upon request by the City, a sworn statement with supporting documents in response to any written complaint received by the City by any person performing work on the public works project, as either an employee or an independent contractor, alleging a violation of state or federal law, or City ordinance, by the bidder awarded the contract by the City.

Section 7. That Ordinance No. 30575-06 is hereby repealed.

PASSED BY THE COMMISSION....., 2016

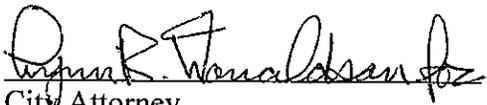
SIGNED BY THE MAYOR....., 2016

Mayor Nan Whaley, City of Dayton, Ohio

ATTEST:

Clerk of the Commission

APPROVED AS TO FORM:



City Attorney

MEMORANDUM



March 14, 2016

TO: Shelley Dickstein, City Manager

FROM: Barbara J. Doseck, City Attorney

A handwritten signature in black ink, appearing to be "BD", is written over the name Barbara J. Doseck.

SUBJECT: Responsible Contractor Ordinance

Attached for City Commission approval is legislation that updates the current Responsible Contractor Ordinance passed on June 21, 2006 (Ordinance No. 30575-06).

The changes in this version include increasing the dollar threshold from \$50,000 to \$75,000 to coincide with the increase in prevailing wage. It also updates the terms and provisions based upon the Construction Material Specifications and Procurement Enhancement Program that were both enacted after the original Ordinance was passed. This has also been reviewed and approved by the Department of Public Works and the Human Relations Counsel.

If you have any questions, please let me know.

BD/jcm

Attach.

c: Mr. Earley
Mr. Parlette
Mr. Gray
Ms. Crosby
Mr. Stovall

By MR. Shaw

No. 31483-16

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.

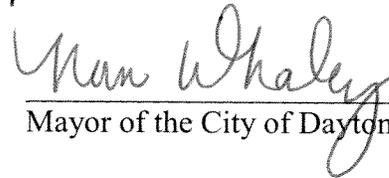
Section 3. That the City agrees that all right-of-way required for the Project will be acquired and/or made available in accordance with current State and Federal regulations. The City also understands that right-of-way costs include eligible utility costs. The City agrees that all utility accommodation,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

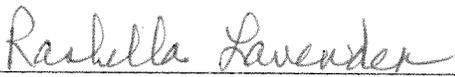
Passed by the Commission..... April 20, 2016

Signed by the Mayor..... April 20, 2016



Mayor of the City of Dayton, Ohio

Attest:



Clerk of the Commission

Approved as to form:



City Attorney



MEMORANDUM

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.

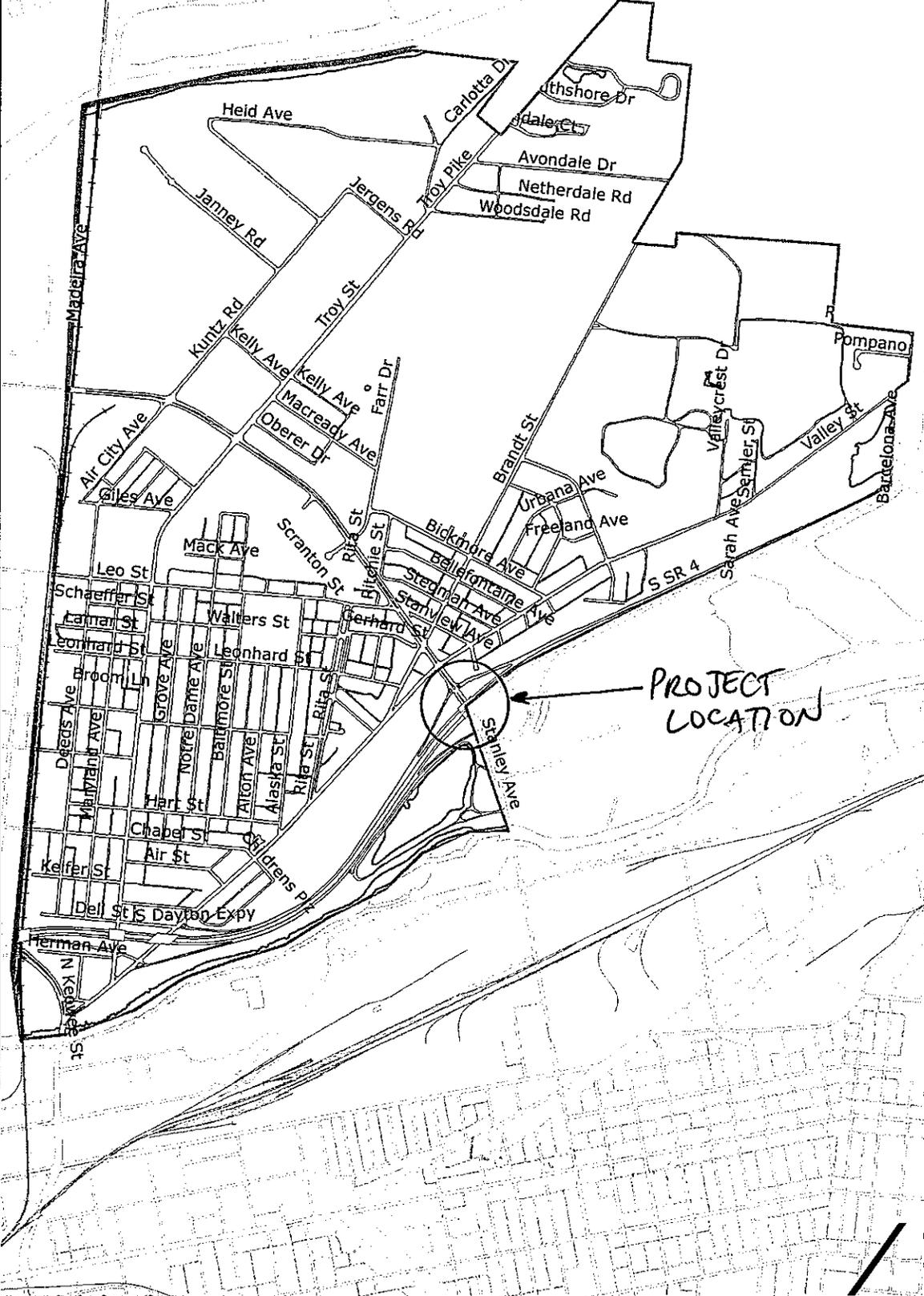
Respectfully,

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

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

c: file

**Old North Dayton
Neighborhood**



PROJECT
LOCATION

By... MR. JOSEPH

No. 919-16

AN INFORMAL RESOLUTION

Urging the United States Senate to Fulfill its Constitutional Duty
to Provide Advice and Consent On the Nomination of
Judge Merrick Garland to the Supreme Court of the United States.

WHEREAS, The Constitution of the United States provides that the Senate shall provide advice and consent for appointments to the Supreme Court of the United States; and

WHEREAS, The Senate's Constitutional duty to provide advice and consent on judicial nominees is one of its most important and solemn responsibilities; and

WHEREAS, The Senate has confirmed more than a dozen Supreme Court justices in presidential election years, including five in the last 100 years, and

WHEREAS, Justice Anthony Kennedy's confirmation in 1988 is an instance when the Senate has confirmed justices in a Presidential election year when the executive and legislative branches of government were divided between two political parties; and

WHEREAS, The Senate Judiciary Committee has never in its history denied a Supreme Court nominee a hearing; and

WHEREAS, If the current 114th Senate refuses to consider the current Supreme Court nominee until the next President is sworn into office, it will result in the longest Supreme Court vacancy caused by Senate inaction since our Civil War; and

WHEREAS, The Supreme Court serves an essential function resolving critical questions of law that affect our community, its economy, and its citizens; and

WHEREAS, Dayton may be affected by cases currently before the Supreme Court, such as Wittman v Personhuballah, Bernard v Minnesota or Spokeo v Robbins, on issues including voting rights, law enforcement, government powers, and other issues; and

WHEREAS, The President has nominated Merrick Garland, Chief Judge of the United States Court of Appeals, for the District of Columbia Circuit, who the President described as having "earned a track record of building consensus as a thoughtful, fair-minded judge who follows the law"; and

WHEREAS, Judge Merrick Garland is eminently qualified and has more federal judicial experience than any Supreme Court nominee in history, having served on the District of Columbia Circuit Court for more than 19 years; and

WHEREAS, Forcing the Supreme Court to function with only eight justices risks creating numerous instances like the recent Friedrichs v California Teachers Association, in which the Supreme Court is evenly divided on the outcome of a case, preventing the Court from resolving

the conflicting interpretations of the Constitution among different regions of the Nation and thereby undermining the Supreme Court's role as the final arbiter of the law; and

WHEREAS, Every Supreme Court nominee who was not withdrawn by the nominating President has received an up-or-down vote within 125 days of the President's nomination announcement; and since 1975, the average days from nomination to confirmation vote for a Supreme Court nominee has been 70 days; and Judge Merrick Garland was nominated on March 16, 2016, 237 days before the November 8, 2016, Presidential election; and

WHEREAS, Inaction by the 114th Senate and the refusal of Senate leadership to execute its Constitutional responsibility to provide advice and consent for appointments to the Supreme Court increases citizen frustration with the inaction of government and the crippling partisan intransigency of the United States Congress, and this frustration devolves into general frustration and antipathy to all levels of government; now therefore,

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

SECTION 1: That the 114th Senate should perform its Constitutional duty to provide advice and consent on the nomination of Judge Merrick Garland to the United States Supreme Court by promptly scheduling a hearing in the Senate Judiciary Committee, so that his nomination can be considered on his own merits; by holding a confirmation vote on the Senate floor, with opportunity for debate; and by moving expeditiously to work on behalf of the people of the United States to ensure that the current vacancy on the Supreme Court is filled without unnecessary delay so that the Supreme Court can continue its essential Constitutional function as the final arbiter of the law.

ADOPTED BY THE COMMISSION..... April 20, 2016

SIGNED BY THE MAYOR..... April 20, 2016

Nan Whaley
MAYOR, CITY OF DAYTON, OHIO

ATTEST:

Rashella Lavender
Clerk of Commission

APPROVED AS TO FORM:

Dyann K. Wanda
City Attorney