CITY COMMISSION MEETING AGENDA

CITY COMMISSION **DAYTON, OHIO** **JUNE 8, 2016**

8:30 A.M.

I. AGENDA SCHEDULE

<u>Please register to speak</u> on items 9, 11 and 13 with the Clerk of the Commission. (Sign-up sheets at entrance of Commission Chambers.)

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

II. CITY MANAGER RECOMMENDATIONS (Item #8 above)

The following recommendations are offered for City Commission approval.

A. Purchase Orders, Price Agreements and Contracts:
(All contracts are valid until delivery is complete or through December 31st of the current year).

1. **Purchase Order:**

<u>CENTRAL SERVICES</u>

A1. Dude Solutions, Inc. dba FacilityDude.com (professional services to perform facilities condition assessment of City owned facilities)
$14,134.00

1. **(Cont'd):**

PLANNING & COMMUNITY DEVELOPMENT

B1. Cox Ohio Publishing (legal advertising as needed through 12-31-16) **$15,000.00**

WATER

C1. Compsource, Inc. (three uninterruptible power supply units) **16,309.00**

C2. MSD Environmental Services, Inc. (BDP brand dewatering equipment parts and supplies as needed through 12-31-16) **25,000.00**

(and for the period of 01-01-17 through 12-31-18) 50,000.00

C3. Alfa Laval, Inc. (Centrifuge repairs as needed through 12-31-16) **15,000.00**

(and for the period of 01-01-17 through 12-31-18) 40,000.00

-Depts. of Central Services, Planning & Community Development and Water. **Total: $175,443.00**

B. Construction Contracts/Estimates of Cost:

2. **Bladecutters, Inc. – Contract** – for the Nuisance Abatement Program Residential Demolition II – 2016 (10% HUD Section 3 Goal/10% HUD Section 3 Achieved) (Federal CDBG Funds) – Dept. of Planning & Community Development/Housing Conservation. **$234,260.00**
(Thru 12/31/17)

3. **L. J. DeWeese Co., Inc. – Contract** – for the East First Street, Madison Street, and Webster Street Water Main Improvement (15% MBE, 5% WBE, 5% SBE Goal/15% MBE, 5% WBE, 5% SBE Achieved) – Dept. of Water/Water Engineering. **$468,511.12**
(Thru 12/2017)

4. **United Demolition Excavation and Site Management, LLC – Contract** – for the Nuisance Abatement Program Commercial Demolition I – 2016 (10% HUD Section 3 Participation Goal/10% HUD Section 3 Achieved) (Federal CDBG Funds) – Dept. of Planning & Community Development/Housing Conservation.
$247,587.50
(Thru 12/31/17)

C. Revenue to the City:

5. **State of Ohio, Dept. of Transportation – Maintenance Agreement** – to reimburse the City for maintenance related work on Interstate 75 within the corporation limit – Dept. of Public Works/Street Maintenance.
$388,762.12/Yr. (Approx.)
(Thru 6/2017)
(Revenue to the City)

IV. LEGISLATION:

Ordinance – First Reading:

6. **No. 31496-16** Authorizing the Dedication of Property Owned by the City of Dayton for Street Purposes and Naming Said Dedicated Property Helena Street.

Resolution – First Reading:

7. **No. 6194-16** Declaring the Intention of the Commission to Vacate the Alley West of North Gettysburg Avenue from the Alley North of West Third Street to Frances Avenue.

Informal Resolution:

8. **No. 921-16** Supporting House Bill 389, the Ohio Fairness Act, Adding Sexual Orientation and Gender Identity or Expression to the List of Covered Characteristics of Protected Classes.

VI. MISCELLANEOUS:

ORDINANCE NO. 31497-16

RESOLUTION NO. 6195-16

IMPROVEMENT RESOLUTION NO. 3598-16

INFORMAL RESOLUTION NO. 922-16

CITY OF DAYTON
CITY MANAGER'S REPORT

TO: City Manager

Date June 8, 2016

FROM: Central Services / Purchasing
Department/Division

Code

(CHECK ONE)

Amount $ 175,443.00

☑ Purchase Order ☐ Lease Agreement

☐ Price Agreement ☐ Estimate of Cost

☐ Award of Contract ☐ Payment of Voucher

☐ Other

Supplier/Vendor/Company/Individual:

NAME See Below

ADDRESS

Justification and description of purchase, contract or payment:

CENTRAL SERVICES – FACILITIES MANAGEMENT

(A1) P1600646 – DUDE SOLUTIONS, INC. dba FACILITYDUDE.COM, CARY, NC

- Purchase Order Amendment to include additional professional services to perform facilities condition assessment of 144,962 additional square feet of City owned facilities.
- These services are required to determine and document conditions of several City owned facilities; the additional square footage included in this amendment is for Dayton Fire Department facilities.
- This amendment increases the originally authorized amount of $125,000.00 by $14,134.00 for a total not to exceed $139,134.00 and therefore requires City Commission approval.
- The Departments of Central Services and Fire recommend approval of this order.
- Authority: $14,134.00

Approved Affirmative Action Program on File ☐ Yes ☐ No ☐ NA

Approved by City Commission

Clerk

Date

Division

Department

City Manager

FORM NO. MS-16

BACK

BACK

PLANNING AND COMMUNITY DEVELOPMENT

(B1) P1600727 – COX OHIO PUBLISHING, DAYTON, OH

- Legal advertising, as needed through 12/31/2016.
- These services are required to publish legal notices.
- Cox Ohio Publishing is recommended as sole source, therefore this purchase was negotiated.
- Cox Ohio Publishing qualifies as a Dayton local entity.
- This amendment increases the originally authorized amount of $10,000.00 by $15,000.00 for a total not to exceed $25,000.00 and therefore requires City Commission approval.
- The Department Planning and Community Development recommends approval of this order.
- Authority: $15,000.00

WATER – WATER ENGINEERING

(C1) P1600919 – COMPSOURCE, INC., CLEVELAND, OH

- Three (3) uninterruptible power supply units.
- These goods are required for the Department of Water in order to provide power protection for various servers during temporary power interruptions.
- Five possible bidders were solicited and two bids were received.
- The Department of Water recommends acceptance of the low bid.
- Authority: $16,309.00

WATER – WATER RECLAMATION

(C2) P1600954 – MSD ENVIRONMENTAL SERVICES, INC., CENTERVILLE, OH

- BDP brand dewatering equipment parts and supplies, as needed through 12/31/2016.
- These goods are required to maintain and repair equipment used in biosolid operations.
- MSD Environmental Services, Inc. is recommended as sole distributor in the State of Ohio for the Original Equipment Manufacturer (OEM), therefore this purchase was negotiated.
- The Department of Water recommends approval of this order.
- Initial encumbrance authority: $25,000.00
- 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

WATER – WATER SUPPLY AND TREATMENT

(C3) P1600944 – ALFA LAVAL, INC., RICHMOND, VA

- Centrifuge repairs, as needed through 12/31/2016.
- These services are required to maintain the City's Alfa Laval brand centrifuges located at the City's Lime Reclamation Facility.
- Alfa Laval, Inc. is recommended as the original equipment manufacturer (OEM), therefore this purchase was negotiated.
- The Department of Water recommends approval of this order.
- Initial encumbrance authority: $15,000.00
- Authority to cover additional needs in the following periods:
  - 1/1/17 – 12/31/17 $20,000.00
  - 1/1/18 – 12/31/18 $20,000.00

The aforementioned departments recommend approval of these orders.

CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION
For: Step Down Tansformer
Dept./Div.: Water Engineering
Requisition No.: 025WTWE6

			No.:	1			2		
	BIDDER NAME & STREET ADDRESS:			CompSource			Cxtex		
	CITY:			Cleveland			Syracuse		
	STATE & ZIP:			OH 44114			NY 13221		
	Recommended for Award			X					
	QUALIFIES FOR LOCAL PREFERENCE?			NO			NO		
	QUALIFIES FOR CERTIFIED PREFERENCE?			NO			NO		
	FIED PREFERENCE A FACTOR IN AWARD?			NO			NO		
Item #	ITEM DESCRIPTION	U/M	Qty	UNIT	EXTENDED		UNIT	EXTENDED	
	PLEASE READ ALL BID/PROPOSAL RESPONSES TO ENSURE THAT ALL INFORMATION RECEIVED FROM VENDOR IS REVIEWED AND USED IN EVALUATION PROCESS								
	Step Down Transformer								
1	Part # SRT8KRMXLT-5KTF	3	Ea	* $5,308.00	$15,924.00		$5,990.00	$17,970.00	
2	Shipping	1	Ea		$385.00			$0.00	
	Total Cost				$16,309.00			$17,970.00	
	TERMS:			NET 30			NET 30		
	F.O.B.:			DESTINATION			DESTINATION		

* = lowest bid X = vendor selected for award

THE FOLLOWING VENDORS WERE SOLICITED BUT DID NOT BID:

1. Bottom Line Telecomunications
   Marlborough, CT
2. CDW
   Cincinnati, OH
3. Techdata
   Clearwater, FL

BACK

2.

CITY OF DAYTON
CITY MANAGER'S REPORT

TO: City Manager

Date June 8, 2016

FROM: Planning & Community Development/Housing Conservation
Department/Division

Code 26102-2320-1159-32

Fund Title Nuisance Demolition Program (CDBG)

(CHECK ONE)

Amount $ $234,260.00 (thru 12-31-2017)

☐ Purchase Order ☐ Lease Agreement

☐ Price Agreement ☐ Estimate of Cost

☑ Award of Contract ☐ Payment of Voucher

☐ Other

Supplier/Vendor/Company/Individual:

NAME Bladecutters, Inc.

ADDRESS 5440 N. Dixie Drive

Dayton, Ohio 45414

Justification and description of purchase, contract or payment:

NUISANCE ABATEMENT PROGRAM RESIDENTIAL DEMOLITION II - 2016
(10% HUD SECTION 3 GOAL/10% HUD SECTION 3 ACHIEVED)
(FEDERAL CDBG FUNDS)

The Department of Planning & Community Development requests approval of a contract with Bladecutters, Inc. for demolition services. The Contractor will supply all materials, tools and personnel for the demolition and disposal of approximately 22 residential buildings or equivalent volume, which includes apartment buildings three stories or less, and all associated building material and incidentals thereto. The contract work includes all demolition activities, excavation, back-fill, site grading, landscaping and seeding. There is no list of structures designated for demolition under this bid.

Four bids were received for this project and based upon past performance the low bid of $208,592.00 was not deemed to be the best and therefore we recommend that the contract be awarded to the second lowest and best bidder; Bladecutters, Inc. in the amount of $234,260.00. The estimated cost for the project was $234,900.00. The time bid for completion is 38 working days.

This project is being funded from the 2016 Federal CDBG allocation.

A Certificate of Funds, City memorandum for recommending lowest and best bidder, Tabulation of Bids, Human Relations Council's recommendation memo, and Bid Form from the firm recommended for award are attached.

Approved Affirmative Action Program on File ☑ Yes ☐ No ☐ NA

Approved by City Commission

Division

Clerk

Department

Date

City Manager

FORM NO. MS-16

CERTIFICATE OF FUNDS

CT161444

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

X NEW CONTRACT _____ RENEWAL CONTRACT _____ CHANGE ORDER

Contract Start Date	June 8, 2016
Expiration Date	December 31, 2017
Original Commission Approval	$ 234,260.00
Initial Encumbrance	$ 234,260.00
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: $ 234,260.00	**Amount:**
Fund Code 26102 (Fund) 2320 (Org) - 1159 (Acct) - 32 (Prog) - ____ (Act) - ____ (Loc)	Fund Code ____ (Fund) - ____ (Org) - ____ (Acct) - ____ (Prog) - ____ (Act) - ____ (Loc)
Amount:	**Amount:**
Fund Code ____ (Fund) - ____ (Org) - ____ (Acct) - ____ (Prog) - ____ (Act) - ____ (Loc)	Fund Code ____ (Fund) - ____ (Org) - ____ (Acct) - ____ (Prog) - ____ (Act) - ____ (Loc)

Attach additional pages for more FOAPALs

Vendor Name: Bladecutters, Inc. 937.274.3861

Vendor Address: 5440 N. Dixie Dr. (Street) Dayton (City) OH (State) 45414 (Zipcode + 4)

Federal ID: 31-1265427

Commodity Code: 96832

Purpose: Nuisance Abatement Program Residential Demolition II - 2016
(10% HUD Section 3 Participation) (Federal CDBG Funds)

Contract Expiration - 38 Working Days

Contact Person: Sheelah Moyer PCD/Hsng Conserv (Department/Division) 333-3910 (Phone Number)

Originating Department Director's Signature: [signature] 5-23-16 (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.

[signature] 5-27-16

Finance Director Signature Date

[signature] 5/26/2016 CT161444

CF Prepared by Date CF/CT Number

COMMISSION JUN 08 2016 CALENDAR

SA 5/25/16

MEMORANDUM

May 17, 2016

TO: Shelley Dickstein, City Manager

FROM: Aaron Sorrell, Director AKS
Department of Planning and Community Development

Frederick M. Stovall, Director
Department of Public Works

SUBJECT: Award of Contract – Nuisance Abatement Program, Residential Demolition II – 2016

The Departments of Planning and Community Development and Public Works are recommending that the bid for the Nuisance Abatement Program Residential Demolition II – 2016 be awarded to Bladecutters, Inc. as the lowest and best bidder. We recommend that the City not award the contract to United Demolition based on capacity issues. United has consistently been unable to complete projects on time on their current contract. United Demolition is being awarded a commercial demolition contract, and we have significant concerns about the ability to perform within acceptable timelines if awarded multiple contracts. The City has limited manpower resources to monitor all daily activities of this contractor.

The City of Dayton Construction and Material Specifications provide that a contract "...will be awarded to the lowest and best bidder as determined in the discretion of the City..." The City of Dayton Construction and Material Specifications allow the City to use factors including, but not limited to, the experience of the bidder, the prior conduct and performance of the bidder, and the ability of the bidder to execute and perform the contract properly in determining the best bidder.

United Demolition submitted a bid of $208,592.00.

Bladecutters, Inc. submitted a bid of $234,260.00 The City's history with Bladecutters has been a positive one. Bladecutters has been involved in similar contracts with the City and has provided quality work in a timely manner. We believe Bladecutters is the lowest and best bidder for this project.

c: Mr. Powell, Mr. Steeber, Mr. Zimmer

Dayton, Ohio

Department of Public Works

Bid Tabulation For: Nuisance Abatement Program Residential Demolition II – 2016 (10% HUD Section 3 Participation) (Federal CDBG Funds)

Bid Opening Date:	Cost Estimate:	Estimated Time Of Completion:
March 24, 2016	$234,900.00	38 Working Days

Bidders	Actual Amount Of Base Bid	Adjustment For Work Days	Adjustment For Comparison Purposes Only
United Demolition & Excavation	$208,592.00	-0- 38 Working Days	$208,592.00
***Bladecutters, Inc.**	$234,260.00	-0- 38 Working Days	$234,260.00
Complete Demolition Services	$239,000.00	-0- 38 Working Days	$239,000.00
Charles F. Jergens Construction, Inc.	$239,610.00	-0- 38 Working Days	$239,610.00

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

MEMORANDUM

May 11, 2016

TO: Frederick Stovall, Director
Department of Public Works

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

SUBJECT: **2016 Nuisance Abatement Program Residential Demolition II (10% HUD)**

The apparent low bidder was United Demolition, Inc. The Departments of Planning and Community Development and Public Works provided documentation to support United Demolition, Inc. to be the lowest, but not be the best bidder based on capacity issues. United has consistently been unable to complete projects on time under their current contract with the City of Dayton raising concerns about their ability to perform within acceptable timelines if awarded multiple contracts. The City has limited manpower resources to monitor all daily activities of this contractor. Therefore, the HRC reviewed the second lowest bidder's bid. Bladecutters, Inc. submitted a bid of $234,260.00 utilizing its own certification status 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:

RECOMMENDED RANK ORDER	**PERCENTAGE OF PARTICIPATION**
1. Bladecutters, Inc.	
A. MINORITY BUSINESS ENTERPRISE	
B. WOMEN BUSINESS ENTERPRISE	
C. SMALL BUSINESS ENTERPRISE	
D. DAYTON LOCAL SMALL BUSINESS	
E. DISADVANTAGED BUSINESS ENTERPRISE	
F. HUD SECTION 3 BUSINESS ENTERPRISE	
Bladecutters, Inc.	10.00%
TOTAL PARTICIPATION	100.00% HUD

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 Nuisance Abatement Program
Residential Demo II - 2016

Bidder Bladecutters Inc
5440 N Dixie Dr
Dayton, Ohio
45414

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:

NUISANCE ABATEMENT PROGRAM
RESIDENTIAL DEMOLITION II – 2016
(10% HUD SECTION 3 PARTICIPATION)
(FEDERAL CDBG 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)

NUISANCE ABATEMENT PROGRAM
RESIDENTIAL DEMOLITION II – 2016
(10% HUD SECTION 3 PARTICIPATION)
(FEDERAL CDBG FUNDS)

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	TOTAL $
1	Structural Demolition	1,500,000	CF	$ .155	$ 232500
2	Debris Removal	8,000	CF	$ .10	$ 800
3	Landscaping	12,000	SF	$ .08	$ 960

BASE BID $ 234,260

Bid Form (Continued)

NUISANCE ABATEMENT PROGRAM
RESIDENTIAL DEMOLITION II – 2016
(10% HUD SECTION 3 PARTICIPATION)
(FEDERAL CDBG FUNDS)

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

DESCRIPTION	CONSIDERATION FOR MATERIALS	CONSIDERATION FOR OBLIGATIONS	TOTAL$
TOTAL BASE BID	$ 40000	$ 194260	$ 234260

The time of completion fixed by the City is 38 Working 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".	

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 ✓

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 _____

_____

_____

Telephone _____

Corporation
Name Bladecutters Inc.

State of Incorporation Ohio

Name and Title of
Officers with Authority
to Sign Contract John L. Scott - President

Home Office Address 5440 N. Dixie Dr, Dayton Oh 45414

Local Address _____

Telephone 2743861 Fax 2749306

E-mail JLScott@bladecutters.com

Federal I.D.# 31-1265427

Dated this 23 day of March, 2016

Bidder: Bladecutters 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 $ _____

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_____

Bid Guaranty and Contract Bond

(Section 153.571 and 3929.121 Ohio Revised Code)

WESTFIELD GROUP™

Westfield Center, Ohio 44251-5001

"KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned Bladecutters, Inc 5440 N. Dixie Drive Dayton, Ohio 45414 as principal and **Westfield Insurance Co.** as sureties, are hereby held and firmly bound unto City of Dayton as obligee in the penal sum of the dollar amount of the bid submitted by the principal to the obligee on March 24, 2016 to undertake the project known as Nuisance Abatement Program Residential Demo II 2016. The penal sum referred to herein shall be the dollar amount of the principal's bid to the obligee, incorporating any additive or deductive alternate bids made by the principal on the date referred to above to the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the amount of _____ dollars. (If the foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the bid including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrator, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal has submitted a bid for Nuisance Abatement Program Residential Demo II 2016.

Now, therefore, if the obligee accepts the bid of the principal and the principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the principal pays to the obligee the difference not to exceed ten per cent of the penalty hereof between the amount specified in the bid and such larger amount for which the obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the principal pays to the obligee the difference not to exceed ten per cent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the obligee accepts the bid of the principal and the principal within ten days after the awarding of the contract enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein;

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

The said surety hereby stipulates and agrees that no modifications, omission, or additions, in or to the terms of the said contract or in or to the plans or specifications therefor shall in any wise affect the obligations of said surety on its bond."

Signed this 22 day March, 2016.

PRINCIPAL: Bladecutters, Inc.
BY:
TITLE:
SURETY: WESTFIELD INSURANCE CO.
BY: Tiffany Morgan
Tiffany Morgan, Attorney-in-fact

SURETY COMPANY ADDRESS:
BOND DEPARTMENT
WESTFIELD INSURANCE CO.
P. O. BOX 5001, 1 PARK CIRCLE
WESTFIELD CENTER, OHIO 44251-5001

SURETY AGENT'S ADDRESS:
AGENCY NAME: Hamler Gingrich Insurance Agency
STREET: 102 N. Miami Street
CITY, STATE, ZIP: West Milton, Ohio 45383

BD 5965 WF (11-01)

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 04/23/15, FOR ANY PERSON OR PERSONS NAMED BELOW.

General
Power
of Attorney

CERTIFIED COPY

POWER NO. **3408881 02**

Westfield Insurance Co
Westfield National Insurance Co
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
MARK T. HAMLER, LINDA K. SWIGART, MATT JAMES GINGRICH, TIFFANY MORGAN, KURT HAMLER, JULIE A. PAULUS,
JOINTLY OR SEVERALLY

of **WEST MILTON** and State of **OH** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, undertakings, and recognizances; provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed SEVEN MILLION DOLLARS AND NO CENTS ($7,000,000)----**

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader and Senior Executive** and their corporate seals to be hereto affixed this **23rd** day of **APRIL** A.D., **2015** .

Corporate Seals Affixed

WESTFIELD INSURANCE COMPANY SEAL
WESTFIELD NATIONAL INSURANCE CO. SEAL
OHIO FARMERS INSURANCE COMPANY CHARTERED 1848

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus
Dennis P. Baus, *National Surety Leader and Senior Executive*

State of Ohio
County of Medina ss.:

On this **23rd** day of **APRIL** A.D., **2015** , before me personally came **Dennis P. Baus** to me known, who, being by me duly sworn, did depose and say, that he resides in **Wooster, Ohio;** that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

NOTARIAL SEAL STATE OF OHIO

David A. Kotnik
David A. Kotnik, Attorney at Law, *Notary Public*
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Frank A. Carrino,** Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 22 day of March A.D., 2016.

WESTFIELD INSURANCE COMPANY SEAL
WESTFIELD NATIONAL INSURANCE CO. SEAL
OHIO FARMERS INSURANCE COMPANY CHARTERED 1848

Frank A Carrino
Frank A. Carrino, *Secretary*

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, John L. Scott hereby certify that _____
(print name – an Officer of the company)
Bladecutters Inc meets the following Contractor requirements relating
(company)

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

[X] Comply with all City of Dayton income tax obligations and requirements

[X] Maintain worker's compensation insurance for all employees as required by the State of Ohio

[X] Comply with State or Federal prevailing wage rate laws, as applicable and required by the funding of this project

[X] Comply with the State of Ohio Bureau of Worker's Compensation Drug Free Workplace Policy

[X] 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: President

Date: 3-21-16

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, including but not limited to health insurance and retirement benefits.

401 K
Health Ins.

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.

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

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.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

STATE OF OHIO,
COUNTY OF Montgomery ,ss:

John L. Scott being duly sworn, deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of Bladecutters 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 Montgomery ,ss:

Sworn to before me and subscribe in my presence by John Scott
this 23 day of March, 2016

[signature]
Notary Public

[illegible], Notary Public
In and for the State of Ohio
My Commission Expires 9-5-16

{00046535.DOC;1}

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

STATE OF Ohio)
COUNTY OF Montgomery) SS:

John L. Scott, being first duly sworn deposes and states that:

(1) He/she is President of
(owner, partner, officer, representative, or agent)
Bladecutters 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 23 day of March, 2016.

Janie Hartman
NOTARY PUBLIC

SIGNED
President
TITLE

9-5-16

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: Nuisance Abatement Program Residential Demo 11-2016
NAME LOCATION

During the performance of this contract:

Bladecutters 5440 N Dixie 2743861 - 2749306
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	11.5%

	Goals of Female Worker Utilization Expressed in Percentage Terms
From 4/1/80 to Present	6.9%

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

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

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

A contractor shall be deemed to be in compliance with the terms and requirements of this Part I by the employment and training of minorities and females in the appropriate percentage of the contractor's aggregate work force in the Ecomonic 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, condictions, 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

Bladecutters Inc (Contractor)

certifies that:

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

trucking

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

Worker Utilization Report

NAME OF PROJECT: _____

REPORTING PERIOD: _____, 2014
(MONTH)

TO: Contract Compliance Officer
HUMAN RELATIONS COUNCIL
371 WEST SECOND STREET, #100
DAYTON OH 45402
vicki.krapf@daytonohio.gov

FROM:	
COMPANY:	
ADDRESS:	
CITY/ST/ZIP:	
TELEPHONE:	
E-MAIL:	

ALL INFORMATION WILL BE KEPT CONFIDENTIAL TO THE EXTENT ALLOWED BY LAW.
AGGREGATE REPORTS OF WORKER UTILIZATION FOR THIS PROJECT MAY BE MADE PUBLIC.

				Ethnic Group					Gender		Trade	Classificatio				# of Hours Wrkd			
Name of Employee and Address	Employee ID #	Address	HUD 3	White (Not of Hispanic Origin)	Black (Not of Hispanic Origin)	Hispanic	Asian or Pacific Islander	American Indian or Alaskan Native	Male	Female		Journeyman	Helper	Apprentice	Trainee	1st Week	2nd Week	3rd Week	4th Week

INSTRUCTIONS: Mark each applicable Ethnic Group and Gender description with an "X". Complete the information above for ALL employees for the preceding month. Make copies of this sheet as needed. Submit the form to the address listed on this form.

Workforce Goals:	11.5% MINORITY	6.9% FEMALE	10% HUD SECTION 3	Revised 20110202

WAIVER REQUEST DOCUMENTED ACTIVITY FORM **Date** _____

Project: _____ **Participation Goal (list only one):** _____

A bidder must **submit a separate form for each goal** for which you are requesting a waiver. A bidder requesting a total or partial waiver of the, **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 wavier form at the time the bid is submitted. If no explanation is provided, the wavier 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
	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.
	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.
	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:	

Company Contact Information

Company Name: Bladecutters Inc

Address: 5440 N. Dixie Dr Dayton 45414

Contact Person: John Scott

Phone: 2743861

Email Address: JLScott@bladecutters.com

Section 3 Plan

NUISANCE ABATEMENT PROGRAM
RESIDENTIAL DEMOLITION II – 2016
(10% HUD SECTION 3 PARTICIPATION)
(FEDERAL CDBG FUNDS)

VARIOUS LOCATIONS
DAYTON, OHIO

SECTION 3 PLAN

This document serves as the Section 3 Plan for **Nuisance Abatement Program Residential Demolition II – 2016 (10% HUD Section 3 Participation) (Federal CDBG Funds)** in compliance with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended.

The purpose of Section 3 of the Housing and Urban Development Act of 1968, as amended (12. U.S.C. 1701u) (Section 3), is to ensure that training, employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and Local laws and regulations, be directed to the greatest extent possible to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns, which provide economic opportunities to low- and very low-income persons.

NUMERICAL GOALS FOR TRAINING AND EMPLOYMENT OPPORTUNITIES

The City of Dayton will, to the greatest extent feasible, when awarding contracts or providing training and/or employment opportunities for activities or projects subject to the requirements of Section 3, strive to comply with the goals established in this section.

The numerical goals established in this section represent minimum numerical targets.

Training and employment opportunities will be made available to Section 3 residents as follows:

(i) 30 percent of the aggregate number of new hires/training opportunities resulting from funds awarded for FY and continuing thereafter. Number of Section 3 jobs/training opportunities anticipated _____.

PREFERENCE FOR SECTION 3 RESIDENTS IN TRAINING AND EMPLOYMENT OPPORTUNITIES

In providing training and employment opportunities, generated from the expenditure of Section 3 activities to Section 3 residents, the following order of preference will be followed:

Highest Priority: Low- and very-low income residents certified as Section 3 eligible residing in the neighborhood where the project is located.

***Second Priority*:** Participants of public and social service programs funded by City of Dayton HUD funding.

Third Priority: Other low- and very-low income residents throughout the City certified as Section 3 eligible.

In compliance with the Section 3 Plan requirements, the applicant must submit a current list of employees as of the date the Section 3 Plan is submitted for approval along with anticipated new hires. A list of employees can be submitted on the Worker Utilization Form included in the appendices or an official company form that includes the same information requested on the Worker Utilization Form. The applicant must also develop a list of strategies to be adopted for compliance with the stated employment, training and contracting goals. When preparing the list, please refer to Examples of Efforts to Offer Training Employment Opportunities to Section 3 Residents.

LIST OF STRATEGIES TO BE ADOPTED FOR COMPLIANCE WITH THE STATED EMPLOYMENT, TRAINING AND CONTRACTING GOALS:

Please check all that apply and add any additional strategies you will employ on the lines provided below. Mandatory actions have already been checked.

- ☒ We will work with the Section 3 Program Coordinator to identify eligible Section 3 subcontractors;
- ☒ We will contact individuals on the Certified Section 3 Residents lists maintained by the City of Dayton and Greater Dayton Premier Management;
- ☒ We will post job opportunities at the job site;
- ☒ We will post job opportunities in local newspapers;
- ☒ We will post job opportunities on our website;
- ☒ We will notify the Section 3 Employment Opportunities Notification List of job openings;
- ☐ We will notify the local unemployment office of job openings;
- ☐ We will notify local union halls of job openings for specific trades or skills;
- ☐ We will notify certifying agencies of job openings for specific trades or skills;
- ☐ We will _____;
- ☐ We will _____;
- ☐ We will _____;
- ☐ We will _____;
- ☐ We will _____;
- ☐ We will _____;
- ☐ We will _____;
- ☐ We will _____;
- ☐ We will _____;
- ☐ We will _____;
- ☐ We will _____;
- ☐ We will _____.

SECTION 3 TRAINING AND EMPLOYMENT GOALS

Name of Project: Nuisance Abatement Program - Residential Demo 11-2016

Name of Contractor: Bladecutters Inc

Amount of Award: $_____

	# of Anticipated Hires	# of Anticipated Section 3 Hires (MUST be at least 30% of Anticipated Hires)	# of Current Employees	# of Current Section 3 Employees
Skilled			30	12
Semi-Skilled				
Skilled Trainees				
Unskilled Trainees				
Semi-Skilled Trainees				
Professional & Admin			4	
Clerical			1	
Apprentices				
Other				

CITY OF DAYTON WORKER UTILIZATION REPORT FORM

NAME OF PROJECT: _____

To: Section 3 Coordinator
Human Relations Council
371 West Second Street
Suite 100
Dayton, OH 45402

COMPLETE THE INFORMATION FOR ALL EMPLOYEES				Ethnic Group						Sex		Trade	Classification				No. of Hours Worke			
Name of Employee	Employee ID (If SSN, last four digits.)	Address (street address and zip code)	Date of Hire	HUD Section 3	White (Not of Hispanic Origin)	Black (Not of Hispanic Origin)	Hispanic	Asian or Pacific Islander	American Indian or Alaskan Native	Male	Female		Journeyman	Helper	Apprentice	Trainee	1st Week	2nd Week	3rd Week	4th Week

WORKFORCE GOALS: MINORITY - 11.5% FEMALE - 6.9% SECTION 3 - 30% OF NEW HIRES

NUMERICAL GOALS FOR CONTRACTING ACTIVITIES:

These goals apply to contract awards in excess of $100,000 in connection with a Section 3 eligible project, and it applies to contractors, subcontractors, developers, and/or sub-recipients.

_____**(COMPANY NAME)** commits to award to Section 3 business concerns:

1. At least 10 percent of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and

2. At least 3 percent of the total dollar amount of all other Section 3 covered contracts.

3. In the event that the contractor, subcontractor, developer and/or sub-recipient is unable to reach the goals stated above, they will be required to contribute the difference between 10% of the covered contract amount (3% for non-construction related covered contracts) and the amount provided to Section 3 business concerns and/or in the employment of Section 3 residents in to the City's Section 3 Implementation Fund.

PREFERENCE FOR SECTION 3 BUSINESS CONCERNS:

The following order of preference will be followed when providing contracting opportunities to Section 3 businesses:

(i) First priority will be given to Section 3 business concerns that provide economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located.

(ii) Second priority will be given to Section 3 business concerns selected to carry out HUD funded Programs.

(iii) Third priority will be given to Section 3 business concerns that provide economic opportunities for Other Section 3 Residents located outside the service area or neighborhood in which the Section 3 covered project is located.

HUD SECTION 3 (HUD3) PARTICIPATION FORM

Project Name: Nuisance Abatement Program - Residential Demo 11-2016

The City of Dayton is committed to meeting HUD-established subcontracting and employment opportunities for HUD Section 3 eligible projects. This commitment applies to all projects funded with HUD Section 3 eligible funding sources. Questions about the City of Dayton HUD Section 3 Program should be directed to the Human Relations Council (HRC). (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	HUD3 $ Amount of Total Base Bid	HUD3 % of Total Base Bid
HUD Section 3 Business Firm Name: Bladecutters Inc					Truckers			
Tax I.D. Number: 31-1265427								
Street Address: 5440 N Dixie Dr								
City/State/ Zip Code: Dayton Oh 45414								
Phone: 937-274-3861								

Total $ Amount of PRIME CONTRACTOR'S Base Bid 234260.00 Total $ to HUD3 Firm — Total % to HUD 3 Firm —

PRIME CONTRACTOR'S PRINTED NAME AND SIGNATURE		
John Scott	Street Address	5440 N. Dixie Dr
	City/State/Zip	Dayton Oh 45414

STATEMENT OF COMMITMENT

By signature below, I am hereby acknowledging to the City of Dayton Ohio that I have been duly provided with information regarding the City's Section 3 Program which explains the obligations and requirements of any construction project which is funded in part or whole by HUD sourced funds. I certify that I am fully empowered to enter into this Statement of Section 3 Utilization Commitment on behalf of this company I am certifying that the information contained within this Section 3 Utilization Plan is accurate and correct and that I understand that the City may impose penalties and sanctions for the submission of any false and inaccurate statements within this document.

John Scott

COMPANY AUTHORIZED REPRESENTATIVE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

President

TITLE

COMPANY SECTION 3 COORDINATOR
(Leave blank if the same as authorized representative)

JLScott@bladecutters.com 2743861

EMAIL ADDRESS PHONE

Bladecutters Inc.

COMPANY NAME

5440 N Dixie Dr 45414

COMPANY COMPLETE ADDRESS

www.bladecutters.com

COMPANY WEBSITE (if applicable)

SECTION 3 PLAN APPROVAL

In compliance with the Section 3 Plan requirements, the applicant must develop a list of strategies to be adopted for compliance with the stated employment, training and contracting goals. Contracts in excess of $100,000 must include the Section 3 Clause.

If federal and state funds are combined to fund an eligible Section 3 project, the combined amount is submitted to the Section 3 requirements.

In compliance with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, we the undersigned have read and have received a copy of the Section 3 Plan for this project. We acknowledge being a party to this Plan and further pledge our commitment to adhere to the objectives set forth. The signatures below acknowledge receipt and approval of this Section 3 Plan.

Juleda Hyde

HRC SECTION 3 COORDINATOR

SIGNATURE OF SECTION 3 COORDINATOR DATE

Catherine Crosby

HRC EXECUTIVE DIRECTOR

SIGNATURE OF EXECUTIVE DIRECTOR DATE

REPRESENTATIVE OF AWARDING DEPARTMENT

SIGNATURE OF DEPARTMENT REPRESENTATIVE DATE

Shelley Dickstein

CITY MANAGER

SIGNATURE OF CITY MANAGER DATE

Project Name: Nuisance Abatement Program - Residential Demo 11-2016

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

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: Prime Contract Bid	Joint Venture Bid	Supply or Service Subcontract	Construction Subcontract	Type of Service or Supply to be Provided	Type of Construction Work to be Performed
Certified Business Firm Name: Bladecutters Inc	☑	☐	☐	☐	Trucking	
Tax I.D. Number: 31-1265427						
Street Address: 5440 N. Dixie Dr						
City/State/ Zip Code: Dayton, Ohio 45414						
Phone (area code/#): E-mail: JLScott@bladecutters.com						

Total $ Amount of PRIME CONTRACTOR'S Base Bid: $234260.00

Total $ to subcontract: —

Total % subcontract: —

PRIME CONTRACTOR'S REPRESENTATIVE	
Print Name:	John L. Scott
Sign Name:	

Street Address	5440 N. Dixie Dr
City/State/Zip	Dayton Oh 45414

Revised 2/2014

BACK

3.

CITY OF DAYTON
CITY MANAGER'S REPORT

TO: City Manager

Date June 8, 2016

FROM: Water / Water Engineering
Department/Division

Code 53806-3445-1424-54-WF1519

Fund Title 2016 Water Capital Fund

(CHECK ONE)

Amount $ 468,511.12 (thru 12/2017)

☐ Purchase Order ☐ Lease Agreement

☐ Price Agreement ☐ Estimate of Cost

☑ Award of Contract ☐ Payment of Voucher

☐ Other

Supplier/Vendor/Company/Individual:

NAME L.J. DeWeese Co., Inc.

ADDRESS 3616 Tipp-Cowlesville Rd.
Tipp City, OH 45371

Justification and description of purchase, contract or payment:

EAST FIRST STREET, MADISON STREET, AND WEBSTER STREET WATER MAIN IMPROVEMENTS (15% MBE, 5% WBE, 5% SBE GOAL /15% MBE, 5% WBE, 5% SBE ACHIEVED)

The Department of Water requests permission to enter into an Agreement with L.J. DeWeese Co. Inc., in the amount of $468,511.12 for the East First Street, Madison Street, and Webster Street Water Main Improvements project. This amount includes the base bid of $425,919.20 and Alternate No. 1 - Contingency Allowance for $42,591.92 (10 % of the base bid). This project consists of construction of 104 LF of new 8" water main in East First Street, 654 LF of new 16" water main in Madison Street, and 513 LF of new 12" water main in Webster Street. Work includes installation of piping, water valves, fire hydrants, and doing other work incidental thereto.

Three bids were received for this project on May 5, 2016. After evaluating the bids, L.J. DeWeese Co., Inc.'s bid was the lowest. The estimated cost for the project (including Alternate No. 1 Contingency Allowance) was $500,000.00. 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 December 1, 2017.

This project is being fully funded using 2016 Water Capital Funds (Debt). This project supports the Asset Management Capital Reinvestment Program by replacing existing mains and installing new mains to improve system performance in select portions of the water distribution system. A portion of this project is identified in the 2007 Master Plan.

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

Department

City Manager

FORM NO. MS-16

CERTIFICATE OF FUNDS

CT16 1446

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

X New Contract _____ Renewal Contract _____ Change Order

Contract Start Date	06/08/16
Expiration Date	12/01/17
Original Commission Approval	$ 468,511.12
Initial Encumbrance	$ 468,511.12
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: $ 468,511.12	Amount:
Fund Code 53806 - 3445 - 1424 - 54 - WF1519 - ____ (Fund Org Acct Prog Act Loc)	Fund Code XXXXX - XXXX - XXXX - XX - XXXX - ____ (Fund Org Acct Prog Act Loc)
Amount:	Amount:
Fund Code XXXXX - XXXX - XXXX - XX - XXXX - ____ (Fund Org Acct Prog Act Loc)	Fund Code XXXXX - XXXX - XXXX - XX - XXXX - ____ (Fund Org Acct Prog Act Loc)

Attach additional pages for more FOAPALs

Vendor Name: L.J. DeWeese Co., Inc.

Vendor Address: 3616 Tipp-Cowlesville Rd. (Street) Tipp City (City) OH (State) 45371 (Zipcode + 4)

Federal ID: 31-0602186

Commodity Code: 96896

Purpose: Award of Contract for E. First St., Madison St., and Webster St. Water Main Improvements

(15% MBE Goal/15% MBE Achieved) (5% WBE Goal/5% WBE Achieved) (5% SBE Goal/5% SBE Achieved)

Contact Person: Ben Swain, Senior Engineer II — Water/Water Engineering (Department/Division) — 5/26/16 (Date)

Originating Department Director's Signature: _____ / For

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 appropirated 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 — 5-27-16 (Date)

CF Prepared by — 5/26/2016 (Date) — CT16 1446 (Contract Number)

SA 5/26/16

COMMISSION
JUN 08 2016
CALENDAR

DAYTON, OHIO
DEPARTMENT OF WATER

PROPOSAL TABULATION FOR:

E. FIRST ST., MADISON ST., AND WEBSTER ST. WATER MAIN IMPROVEMENTS (15% MBE, 5% WBE, 5% SBE PARTICIPATION)

Bid Opening Date:	**Engineer's Estimate:**[1]	**Estimated Time of Completion:**
May 5, 2016	$500,000.00	90 Calendar Days

Bidders	**Actual Amount**[1] **of Bid**	**Adjustment for Work Days**	**Adjustment for Comparison Purposes Only**
***LJ Deweese**	$468,511.12	$0.00	$468,511.12
Double Jay Const	$508,750.00	$0.00	$508,750.00
CG Construction	$659,996.99	$0.00	$659,996.99

*** RECOMMENDED FOR AWARD**

[1] includes Base Bid and Alternate No. 1 - Contingency Allowance

MEMORANDUM

April 21, 2016

TO: Frederick Stovall, Director
Department of Public Works

FROM: Roshawn Winburn, Business & Technical Assistance Administrator
Human Relations Council (HRC)

SUBJECT: **E. First St., Madison St. & Webster St. Water Main Improvements (15%MBE, 5%WBE & 5%SBE)**

The apparent low bidder, L. J. DeWeese Co., Inc., submitted a bid utilizing three certified contractors to meet the participation goals. 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	
W.C. Jones Asphalt Paving Co. Inc	15.00%
B. WOMEN BUSINESS ENTERPRISE	
Brahan LLC	5.00%
C. SMALL BUSINESS ENTERPRISE	
Independent Enterprises	5.00%
D. DAYTON LOCAL SMALL BUSINESS	
E. DISADVANTAGED BUSINESS ENTERPRISE	
F. HUD SECTION 3 BUSINESS ENTERPRISE	
	15.00% MBE
	5.00% WBE
	5.00% SBE

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 333-1439.

L.J. DeWeese Co., Inc.

3616 Tipp-Cowlesville Rd.
Tipp City, Ohio 45371

Phone – (937) 440-1736 **Fax – (937) 440-0745**

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

RE: E. First St., Madison St., and Webster St. Water Main Improvements

Name of Project: E. First St., Madison St., and Webster St. Water Main Improvements

Name of Prime Contractor:
L.J. DeWeese Co., Inc.
3616 Tipp-Cowlesville Rd.
Tipp City, Ohio 45371

Name of Subcontractor:
WC Jones Asphalt Paving Co., Inc.
905 S. Broadway St.
Dayton, Ohio 45417

Work Division Area Performed By Subcontractor:
Asphalt & Concrete

Material vs. Labor Breakdown*

Item #	Description	Quantity	Unit Cost	Total
403	Asphalt Concrete	203 TONS	$140.00	$28,420.00
407	Tack Coat, 0.1 Gal per SY	108 GAL	10.00	$1,080.00
499	Concrete Base, Fast Set, MS	956 SY	$36.00	$34,416.00
				$63,916.00

Markup or Profit on Materials Purchased
Materials purchased by WC Jones Asphalt Paving Co., Inc. for the E. First St., Madison St., and Webster St. Water Main Improvements project are ordinarily stocked by the Subcontractor.

WC Jones Asphalt Paving, Inc. is going to provided a material & labor breakdown to the Human Relations Council.

L.J. DeWeese Co., Inc.

3616 Tipp-Cowlesville Rd.
Tipp City, Ohio 45371

Phone – (937) 440-1736 **Fax – (937) 440-0745**

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

RE: E. First St., Madison St., and Webster St. Water Main Improvements

Name of Project:
E. First St., Madison St. and Webster St. Water Main Improvements

Name of Prime Contractor:
L.J. DeWeese Co., Inc.
3616 Tipp-Cowlesville Rd.
Tipp City, Ohio 45371

Name of Subcontractor/Supplier:
BraHan, LLC
6423 Woodgate Way
Liberty Township, Ohio 45044

Work Division Area Performed By Subcontractor:
Material Supplier

Material

Description	Quantity	Unit Cost	Total
8 TJ CL51 DI PIPE C/L	40 FT	$14.73	$589.20
12 TJ CL51 DI PIPE C/L	520 FT	$24.50	$12,740.00
16 TJ CL51 DI PIPE C/L	580 FT	$35.70	$20,706.00
		TOTAL . .	**$34,035.20**
		Plus BraHan, LLC 5% Mark-up	**$1,701.76**
		Grand Total . . .	**$35,736.96**

L.J. DeWeese Co., Inc.

3616 Tipp-Cowlesville Rd.
Tipp City, Ohio 45371

Phone – (937) 440-1736 **Fax – (937) 440-0745**

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

RE: E. First St., Madison St., and Webster St. Water Main Improvements

Name of Project:
E. First St., Madison St., and Webster St. Water Main Improvements

Name of Prime Contractor:
L.J. DeWeese Co., Inc.
3616 Tipp-Cowlesville Rd.
Tipp City, Ohio 45371

Name of Subcontractor:
Independent Enterprises
7755 Kessler-Frederick Road
Tipp City, Ohio 45371

Work Division Area Performed By Subcontractor:
Trucking

Material vs. Labor Breakdown*

Item #	Description	Quantity	Unit Cost	Total
SPEC	Trucking	305 HRS	$70.00	$21,350.00
			Total . . .	$23,800.00

Markup or Profit on Materials Purchased
Materials purchased by Independent Enterprises for the E. First St., Madison St. and Webster St. Water Main Improvements are ordinarily stocked by the Subcontractor.

905 South Broadway St.
Dayton, Ohio 45417

Office (937) 228 - 1253
Fax (937) 228 - 9300

Email: leo.lucas1@wcjonesasphalt.com

May 18, 2016

Ms. Vicki Krapf
City of Dayton
Human Relation Council
317 West Second Street, Suite 100
Dayton, Ohio 45402

Re: CITY OF DAYTON'S E. FIRST ST., MADISON ST. & WEBSTER ST. WATER MAIN IMPROVEMENTS (15% MBE, 5% WBE & 5% SBE PARTICIPATION) PROJECT

GENERAL CONTRACTOR: **L.J. DEWEESE CO., INC.**
3616 TIPP-COWLESVILLE RD.
TIPP CITY, OHIO 45371
PH. 937.440.1736

I am supplying the following information in response to your request made on May 18, 2016.

Description	Qty	Units	Labor	Material	Total Unit Cost	Total
Item 403 – Asphalt Concrete	203	TONS	65.00	75.00	140.00	$28,420.00
Item 407 – Tack Coat, 0.1 Gal/SY	180	GALS	5.00	5.00	10.00	$1,080.00
Item 499 – Concrete Base, Fast St	956	SQ YD	16.20	19.80	36.00	$34,416.00
Total MBE/SBE Participation ($)						**$63,916.00**

Should you have any questions or require additional information, please feel free to contact our office at the number listed above or via email.

Regards,

Mr Leo C. Lucas I, President

Leo C. Lucas I,
President

BraHan

BRAHAN, LLC.
7685 Fields Ertel Rd., Bldg. C1
Cincinnati, OH 45241
ph 513-706-0492
fx 513-779-1053
crissy@bra-han.com
www.bra-han.com

May 12, 2016

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

RE: E. FIRST ST., MADISON ST., AND WEBSTER ST. WATER MAIN IMPROVEMENTS

Name of Project:
E. First St., Madison St., and Webster St. Water Main Improvements

Name of Prime Contractor:
L.J. DeWeese Co., Inc.
3616 Tipp-Cowlesville Rd.
Tipp City, OH 45371

Name of Subcontractor/Supplier:
BraHan, LLC.
7685 Fields Ertel Rd., Bldg. C1
Cincinnati, OH 45241

Work Division Area Performed by Subcontractor:
Waterline Supplier

Material Description	Quantity	Unit Cost	Total
8 TJ CL51 DI PIPE C/L	40 FT	$14.73	$589.20
12 TJ CL51 DI PIPE C/L	520 FT	$24.50	$12,740.00
16 TJ CL51 DI PIPE C/L	580 FT	$35.70	$20,706.00
		Total	**$34,035.20**
		BraHan Mark-Up	**$1,701.76**
		GRAND TOTAL	**$35,736.96**

Crissy Elliott
President, Brahan, LLC.

Independent Enterprises

7755 Kessler -Frederick Rd.
Tipp City, Ohio 45371
(937)698-3388

City of Dayton, Ohio
Ms. Vicki Krapf
Human Relations Council
371 West Second Street, Suite 100
Dayton, Ohio 45402-1417

Name of Project:
CITY OF DAYTON
E. First St., Madison St. and Webster St. Water Main Improvements

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

Work Division Area Performed By Subcontractor:
Trucking

Description	Quantity	Unit Cost	Labor	Material	Total
Trucking	305 HRS	$70.00	$13,000.00	$8,350.00	$21,350.00
				Total...	$23,800.00

If you have any questions or need additional information, please feel free to contact me.

Sincerely,

Charles Klein
President

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 E. First St, Madison St, and Webster St. Water Main Improvements

Bidder

L.J. DeWeese Co., Inc.
3610 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:

E. FIRST ST., MADISON ST., AND WEBSTER ST. WATER MAIN IMPROVEMENTS

(15% MBE, 5% WBE, 5%SBE PARTICIPATION)

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)

E. FIRST ST., MADISON ST., AND WEBSTER ST.
WATER MAIN IMPROVEMENTS
(15% MBE, 5% WBE, 5%SBE PARTICIPATION)

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	TOTAL $
ITEM NO.	DESCRIPTION	QUANTITY	UNIT		
202	Brick Removed for Salvage	95	S.Y.	10.-	950.-
202	Pipe Removed, 8"	50	L.F.	20.-	1,000.-
403	Asphalt Concrete	203	TONS	150.-	30,450.-
407	Tack Coat, 0.1 Gal Per S.Y.	108	GAL	12.-	1,296.-
499 ODOT	Concrete Base, Fast Set, Class MS	1189	S.Y.	36.-	42,804.-
608	Concrete Walk	199	S.F.	10.-	1,990.-
609	Barrier Curb	35	L.F.	50.-	1,750.-
614	Maintaining Traffic (First St. & Patterson BLVD)	1	LUMP	11,000.-	11,000.-
614	Maintaining Traffic (Madison St.)	1	LUMP	11,000.-	11,000.-
614	Maintaining Traffic (Webster St.)	1	LUMP	11,000.-	11,000.-
623	Construction Layout Stakes (First St. & Patterson BLVD)	1	LUMP	2,500.-	2,500.-
623	Construction Layout Stakes (Madison St.)	1	LUMP	2,500.-	2,500.-
623	Construction Layout Stakes (Webster St.)	1	LUMP	2,500.- ok	2,500.-
632	Detector Loop	1	EA.	3,500.- ok	3,500.-
642	Lane Line	200	L.F.	2.-	400.-
642	Centerline	500	L.F.	2.- ok	1,000.-
642	Channel Line	70	L.F.	2.50	175.-

Bid Form (Continued)

E. FIRST ST., MADISON ST., AND WEBSTER ST.
WATER MAIN IMPROVEMENTS
(15% MBE, 5% WBE, 5% SBE PARTICIPATION)

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	TOTAL $
642	Stop Bar	140	L.F.	5.-	700.-
642	Crosswalk	440	L.F.	5.-	2200.-
653	Topsoil Furnished and Placed, 4"	7	C.Y.	75.-	525.-
659	Seeding and Mulching	36	S.Y.	10.-	360.-
810	Street Cut Permit (First St. & Patterson BLVD)	1	LUMP	$ 845.60	$ 845.60
810	Street Cut Permit (Madison St.)	1	LUMP	$ 1,036.80	$ 1,036.80
810	Street Cut Permit (Webster St.)	1	LUMP	$ 1,036.80	$ 1,036.80
810	Excavation and Backfill for 6" Water Pipe with Low Strength Mortar Backfill	110	L.F.	75.-	8,250.-
810	Excavation and Backfill for 8" Water Pipe with Low Strength Mortar Backfill	107	L.F.	150.-	16,050.-
810	Excavation and Backfill for 12" Water Pipe with Low Strength Mortar Backfill	513	L.F.	90.-	46,170.-
810	Excavation and Backfill for 16" Water Pipe with Low Strength Mortar Backfill	572	L.F.	90.-	51,480.-
824	6" Ductile Iron Water Pipe and Fittings	110	L.F.	75.-	8,250.-
824	8" Ductile Iron Water Pipe and Fittings	107	L.F.	150.-	16,050.-

Bid Form (Continued)

E. FIRST ST., MADISON ST., AND WEBSTER ST.
WATER MAIN IMPROVEMENTS
(15% MBE, 5% WBE, 5% SBE PARTICIPATION)

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	TOTAL $
824	12" Ductile Iron Water Pipe and Fittings	513	L.F.	90.-	46,170.-
824	16" Ductile Iron Water Pipe and Fittings	572	L.F.	90.-	51,480.-
837	Abandoned, Special (Water Valves)	7	EA.	400.-	2,800.-
840	6" Gate Valve and Appurtenances	4	EA.	800.-	3,200.-
840	8" Gate Valve and Appurtenances	1	EA.	1000.-	1,000.-
843	Fire Hydrant, Installed	4	EA.	3500.-	14,000.-
843	Fire Hydrant, Removal	3	EA.	500.-	1,500.-
844	8"X8" Water Main Tap	1	EA.	3000.-	3,000.-
844	20"X12" Water Main Tap	1	EA.	4500.-	4,500.-
844	30"X16" Water Main Tap	1	EA.	4500.-	4,500.-
844	16"X16" Water Main Tap, Concrete	1	EA.	4500.-	4,500.-
845	Service Replacement, Method "B" with Low Strength Mortar Backfill	6	EA.	1500.-	9,000.-
847	Cut and Plug 4" Water Line	2	EA.	500.-	1,000.-
847	Cut and Plug 6" Water Line	0	EA.	500.-	—
847	Cut and Plug 8" Water Line	1	EA.	500.-	500.-

TOTAL BASE BID $ 425,919.20

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**.

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	TOTAL $
0	0 (Shall equal 10% of the Contractor's Total Base Bid)	0	0	42,591.92	42,591.92

TOTAL ALTERNATE NO. 1 $ 42,591.92

Bid Form (Continued)

E. FIRST ST., MADISON ST., AND WEBSTER ST.
WATER MAIN IMPROVEMENTS
(15% MBE, 5% WBE, 5% SBE PARTICIPATION)

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.

DESCRIPTION	CONSIDERATION FOR MATERIALS	CONSIDERATION FOR OBLIGATIONS	TOTAL $
TOTAL BASE BID	$ 250,000.-	$ 175,919.20	$ 425,919.20
TOTAL ALT. NO 1 (Contingency Allowance)	$ -0-	$ 42,591.92	$ 42,591.92

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 in this Bid.	

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 ✓

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 _____

_____

_____

Telephone _____

Corporation
Name L.J. DeWeese Co, Inc.

State of Incorporation Ohio

Name and Title of
Officers with Authority
to Sign Contract Jeremy Hench, President

3616 Tipp Cowlesville Rd.

Home Office Address Tipp City, Ohio 45371

Local Address _____

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

E-mail kldilbone@yahoo.com

Federal I.D.# 31-0602186

Dated this 5 day of May, 2016

Bidder: L.J. DeWeese Co, Inc.
(Person, Firm, or Corporation)

By: [signature]

Title: President

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 5th day of May, 2016.

L.J. DeWeese Co., Inc.

President L.J.D.

Bidder

Western Surety Company

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. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 14th day of October, 2015, before me personally came Paul T. Bruflat, 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
NOTARY PUBLIC
SOUTH DAKOTA

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 5 day of May 2016.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

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 03/17/2016
Effective 04/02/2016
Expires 04/01/2017

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 31,2015 that it has admitted assets in the amount of $1,823,699,967, liabilities in the amount of $500,361,661, and surplus of at least $1,323,338,306.

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

LIABILITIES AND SURPLUS

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

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 _____
Assistant Vice President

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

My commission expires:

YOLANDA JIMENEZ
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
September 24, 2017

_____
Notary Public

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, Jeremy Hesch, President hereby certify that
(print name – an Officer of the company)

L.J. DeWese Co. Inc. meets the following Contractor requirements relating
(company)

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

[X] Comply with all City of Dayton income tax obligations and requirements

[X] Maintain worker's compensation insurance for all employees as required by the State of Ohio

[X] Comply with State or Federal prevailing wage rate laws, as applicable and required by the funding of this project

[X] Comply with the State of Ohio Bureau of Worker's Compensation Drug Free Workplace Policy

[X] 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: President

Date: May 5, 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.}

SRA - medical

401(k) - retirement

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.

WC Jones Asphalt Paving

Independent Enterprises

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.

Bratton, LLC

Independent Enterprises

WC Jones Asphalt Paving

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 Hench being duly sworn, deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of L.J. DeWese 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 Hench
this 5 day of May, 2016.

OFFICIAL SEAL

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

Kristen L Dilbone
Notary Public

{00046535.DOC;1}

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

STATE OF Ohio)
COUNTY OF Miami) SS:

Jeremy Heren, 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 5 day of May, 2016.

SIGNED

President
TITLE

Kristen Dilsone
NOTARY PUBLIC

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

STATE OF OHIO

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: E. First St, Madison St, Webster St Water Main (NAME) Dayton, Ohio (LOCATION)

During the performance of this contract:

CONTRACTOR	ADDRESS	TELEPHONE / FAX
LJ DeWeese Co, Inc.	3616 Tipp Cowlesville Rd. Tipp City, Ohio 45371	937-440-1736 937-440-0745 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	11.5%

	Goals of Female Worker Utilization Expressed in Percentage Terms
From 4/1/80 to Present	6.9%

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

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

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

A contractor shall be deemed to be in compliance with the terms and requirements of this Part I by the employment and training of minorities and females in the appropriate percentage of the contractor's aggregate work force in the Ecomonic 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, condictions, 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

L.J. DeWeese Co. Inc. (Contractor)
certifies that:

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

Laborer
Cement Mason
Operator

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: President L.J.D.
(Signature of Authorized Representative of Bidder)

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

Worker Utilization Report

NAME OF PROJECT: _____

REPORTING PERIOD: _____, 2014
(MONTH)

TO: Contract Compliance Officer
HUMAN RELATIONS COUNCIL
371 WEST SECOND STREET, #100
DAYTON OH 45402
vicki.krapf@daytonohio.gov

FROM:	
COMPANY:	
ADDRESS:	
CITY/ST/ZIP:	
TELEPHONE:	
E-MAIL:	

ALL INFORMATION WILL BE KEPT CONFIDENTIAL TO THE EXTENT ALLOWED BY LAW.
AGGREGATE REPORTS OF WORKER UTILIZATION FOR THIS PROJECT MAY BE MADE PUBLIC.

				Ethnic Group					Gender				Classificatio				# of Hours Wrkd			
ame of Employee and Address	Employee ID #	Address	HUD 3	White (Not of Hispanic Origin)	Black (Not of Hispanic Origin)	Hispanic	Asian or Pacific Islander	American Indian or Alaskan Native	Male	Female	Trade	Journeyman	Helper	Apprentice	Trainee	1st Week	2nd Week	3rd Week	4th Week

INSTRUCTIONS: Mark each applicable Ethnic Group and Gender description with an "X". Complete the information above for ALL employees for the preceding month. Make copies of this sheet as needed. Submit the form to the address listed on this form.

Workforce Goals:	11.5% MINORITY	6.9% FEMALE	10% HUD SECTION 3	Revised 20110202

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

E. First St, Madison St. & Webster St. Water Main Improvements

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: Prime Contract Bid ☐	Joint Venture Bid ☐	Supply or Service Subcontract ☐	Construction Subcontract ☒	Type of Service or Supply to be Provided	Type of Construction Work to be Performed
Certified Business Firm Name:	WC Jones Asphalt Paving Co, Inc.					Asphalt / Concrete Pavement
Tax I.D. Number:	31-0955590					
Street Address:	905 S. Broadway St.					
City/State/ Zip Code:	Dayton, Ohio 45417					
Phone (area code/#): 937-313-4695	E-mail: wcjonesasphalt@sbcglobal.net					

Total $ Amount of PRIME CONTRACTOR'S Base Bid: $425,919.20 Total $ to subcontract $63,900.- Total % subcontract: 15%

PRIME CONTRACTOR'S REPRESENTATIVE	
Print Name:	Jeremy Hench, President
Sign Name:	[signature]

Street Address	3610 Tipp Cowlesville Rd.
City/State/Zip	Tipp City, Ohio 45371

Revised 2/2014

WAIVER REQUEST DOCUMENTED ACTIVITY FORM

Date _____

Project: _____ **Participation Goal (list only one):** _____

A bidder must **submit a separate form for each goal** for which you are requesting a waiver. A bidder requesting a total or partial waiver of the, **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 wavier form at the time the bid is submitted. If no explanation is provided, the wavier 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
	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.
	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.
	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:	

Project Name: E. First St, Madison St, Webster St. Water Main Improvements

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

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: Prime Contract Bid ☐	Joint Venture Bid ☐	Supply or Service Subcontract ☒	Construction Subcontract ☐	Type of Service or Supply to be Provided	Type of Construction Work to be Performed
Certified Business Firm Name: Bra Han, LLC					Material Supplier	
Tax I.D. Number: 27-2019673						
Street Address: 6423 Woodgate Way						
City/State/ Zip Code: Liberty Twp., Ohio 45044						
Phone (area code/#): 513-706-0492	E-mail: Crissy@bra-han.com					

Total $ Amount of PRIME CONTRACTOR'S Base Bid: $425,919.20 Total $ to subcontract $35,500.- Total % subcontract: 5% Counted @ 60%

PRIME CONTRACTOR'S REPRESENTATIVE	
Print Name:	Jeremy Hesch President
Sign Name:	

Street Address	36616 Tipp Coweslville Rd.
City/State/Zip	Tipp City, Ohio 45371

Revised 2/2014

WAIVER REQUEST DOCUMENTED ACTIVITY FORM

Date _____

Project: _____ **Participation Goal (list only one):** _____

A bidder must **submit a separate form for each goal** for which you are requesting a waiver. A bidder requesting a total or partial waiver of the, **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 wavier form at the time the bid is submitted. If no explanation is provided, the wavier 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
	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.
	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.
	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:	

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

E. First St, Madison St., Webster St. Water Main Improvements

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: Prime Contract Bid ☐	Joint Venture Bid ☐	Supply or Service Subcontract ☒	Construction Subcontract ☐	Type of Service or Supply to be Provided	Type of Construction Work to be Performed
Certified Business Firm Name:	Independent Enterprises					
Tax I.D. Number:	38-3879576					
Street Address:	PO Box 13334				Trucking	
City/State/ Zip Code:	Dayton, Ohio 45413					
Phone (area code/#): 937-698-3388	E-mail: bob5306@gmail.com					

Total $ Amount of PRIME CONTRACTOR'S Base Bid: $425,919.20 Total $ to subcontract $21,350.— Total % subcontract: 5%

PRIME CONTRACTOR'S REPRESENTATIVE	
Print Name:	Jeremy Hesch, President
Sign Name:	

Street Address	3616 Tipp Cowlesville Rd
City/State/Zip	Tipp City, Ohio 45371

Revised 2/2014

WAIVER REQUEST DOCUMENTED ACTIVITY FORM

Date _____

Project: _____ **Participation Goal (list only one):** _____

A bidder must **submit a separate form for each goal** for which you are requesting a waiver. A bidder requesting a total or partial waiver of the, **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 wavier form at the time the bid is submitted. If no explanation is provided, the wavier 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
	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.
	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.
	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:	

BACK

4.

CITY OF DAYTON
CITY MANAGER'S REPORT

TO: City Manager

Date June 8, 2016

FROM: Planning & Community Development/Housing Conservation
Department/Division

Code 26102-2320-1159-32

Fund Title Nuisance Demolition Program (CDBG)

(CHECK ONE)

Amount $ $247,587.50 (thru 12-31-2017)

☐ Purchase Order ☐ Lease Agreement

☐ Price Agreement ☐ Estimate of Cost

☑ Award of Contract ☐ Payment of Voucher

☐ Other _____

Supplier/Vendor/Company/Individual:

NAME United Demolition Excavation and Site Management, LLC

ADDRESS 130 W. Second Street, Suite 632

Dayton, Ohio 45402

Justification and description of purchase, contract or payment:

NUISANCE ABATEMENT PROGRAM COMMERCIAL DEMOLITION I - 2016
(10% HUD SECTION 3 PARTICIPATION GOAL/10% HUD SECTION 3 ACHIEVED)
(FEDERAL CDBG FUNDS)

The Department of Planning & Community Development requests approval to enter into a contract with United Demolition Excavation and Site Management, LLC for commercial demolition services. The Contractor will supply all materials, tools and personnel for the demolition and disposal of approximately 13 commercial buildings or equivalent volume and all associated building material and incidentals thereto. The contract work includes all demolition activities, excavation, back-fill, site grading, landscaping and seeding. There is no list of structures associated with this bid.

Five bids were received for this project and based upon past practice performance the low bid of $238,580.00 was not determined to be the best and therefore we recommend the contract be awarded to the second lowest and best bidder; United Demolition Excavation and Site Management, LLC in the amount of $247,587.50. The estimated cost for the project was $273,225.00. The time bid for completion is 85 working days.

This project is being funded from the 2016 Federal CDBG allocation.

A Certificate of Funds, City memorandum for recommending lowest and best bidder, Tabulation of Bids, Human Relations Council's recommendation memo and Bid Form from the firm recommended for award are attached.

Approved Affirmative Action Program on File ☑ Yes ☐ No ☐ NA

Approved by City Commission

_____
Division

_____
Clerk

_____
Department

_____
Date

_____
City Manager

FORM NO. MS-16

CERTIFICATE OF FUNDS

CT161445

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

X NEW CONTRACT ____ RENEWAL CONTRACT ____ CHANGE ORDER

Contract Start Date	June 8, 2016
Expiration Date	December 31, 2017
Original Commission Approval	$ 247,587.50
Initial Encumbrance	$ 247,587.50
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: $ 247,587.50	**Amount:**
Fund Code 26102 (Fund) 2320 (Org) - 1159 (Acct) - 32 (Prog) - ____ (Act) - ____ (Loc)	Fund Code ____ (Fund) - ____ (Org) - ____ (Acct) - ____ (Prog) - ____ (Act) - ____ (Loc)
Amount:	**Amount:**
Fund Code ____ (Fund) - ____ (Org) - ____ (Acct) - ____ (Prog) - ____ (Act) - ____ (Loc)	Fund Code ____ (Fund) - ____ (Org) - ____ (Acct) - ____ (Prog) - ____ (Act) - ____ (Loc)

Attach additional pages for more FOAPALs

Vendor Name: United Demolition Excavation and Site Management Co., LLC 937.253.8300

Vendor Address: 130 West Second St., (Street) Dayton (City) OH (State) 45414 (Zipcode + 4)

Federal ID: 46-3893678

Commodity Code: 96832

Purpose: Nuisance Abatement Program Commercial Demolition I - 2016
(10% HUD Section 3 Participation) (Federal CDBG Funds)

Contact Person: Sheelah Moyer | PCD/Hsng Conserv (Department/Division) | 333-3910 (Phone Number)

Originating Department Director's Signature: R K Sorell | 5-23-16 (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 | 5-27-16 (Date)

CF Prepared by | 5/26/2016 (Date) | COMMISSION | CT161445 (CF/CT Number)

JUN 08 2016

CALENDAR

SA 5/25/16

MEMORANDUM

May 17, 2016

TO: Shelley Dickstein, City Manager

FROM: Aaron Sorrell, Director AKS
Department of Planning and Community Development

Frederick M. Stovall, Director
Department of Public Works

SUBJECT: **Award of Contract – Nuisance Abatement Program, Commercial Demolition I – 2016**

The Departments of Planning and Community Development and Public Works are recommending that the bid for the Nuisance Abatement Program Commercial Demolition I – 2016 be awarded to United Demolition, Inc. as the lowest and best bidder. We recommend that the City not award the contract to Steve R. Rauch based on unfavorable past practices on multiple contracts. The City also has limited manpower resources to commit to monitoring all daily activities of this contractor.

The City of Dayton Construction and Material Specifications provide that a contract "...will be awarded to the lowest and best bidder as determined in the discretion of the City..." The City of Dayton Construction and Material Specifications allow the City to use factors including, but not limited to, the experience of the bidder, the prior conduct and performance of the bidder, and the ability of the bidder to execute and perform the contract properly in determining the best bidder.

Steve Rauch Inc. submitted a bid of $238,580.

United Demolition Inc. submitted a bid of $247,587.50. It is recommended that United Demolition be awarded this contract.

c: Mr. Powell, Mr. Steeber, Mr. Zimmer

Dayton, Ohio

Department of Public Works

Bid Tabulation For: Nuisance Abatement Program Commercial Demolition I - 2016 (10% HUD Section 3 Participation) (Federal CDBG Funds)

Bid Opening Date:	Cost Estimate:	Estimated Time Of Completion:
March 24, 2016	$273,225.00	85 Working Days

Bidders	Actual Amount Of Base Bid	Adjustment For Work Days	Adjustment For Comparison Purposes Only
Steve R. Rauch, Inc.	$238,580.00	-0- 85 Working Days	$238,580.00
***United Demolition & Excavation**	$247,587.50	-0- 85 Working Days	$247,587.50
Charles F. Jergens Construction, Inc.	$253,490.00	-0- 85 Working Days	$253,490.00
Complete Demolition Services	$260,050.00	-0- 85 Working Days	$260,050.00
Bladecutters, Inc.	$282,775.00	-0- 85 Working Days	$282,775.00

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

MEMORANDUM

May 11, 2016

TO: Frederick Stovall, Director
Department of Public Works

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

SUBJECT: **Nuisance Abatement Program Commercial Demolition I (10% HUD)**

The apparent low bidder was Steve Rauch, Inc. The Departments of Planning and Community Development and Public Works provided documentation to support Steve Rauch, Inc. to be the lowest, but not be the best bidder based on unfavorable past practices on multiple contracts and concern about the company's capacity to perform on multiple contracts. Therefore, the HRC reviewed the second lowest bidder's bid. United Demolition, Inc. submitted a bid of $247,587.50 utilizing one 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. United Demolition, Inc.	
A. MINORITY BUSINESS ENTERPRISE	
B. WOMEN BUSINESS ENTERPRISE	
C. SMALL BUSINESS ENTERPRISE	
D. DAYTON LOCAL SMALL BUSINESS	
E. DISADVANTAGED BUSINESS ENTERPRISE	
F. HUD SECTION 3 BUSINESS ENTERPRISE	
Tall View Palladium	10.0%
TOTAL PARTICIPATION	10.0% HUD

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.

United Demolition Excavation and Site Management Co., LLC

130 West Second Street Suite 632
Dayton, Ohio 45402
937.253.8300

May 17th, 2016

City of Dayton
Human Relations Council
Tosha Madison
Dayton, OH 45402

Dear Mrs. Madison,

Please accept the following information in regard to City of Dayton NAP Commercial Demolition I-2016 verification request:

1. NAP Commercial Demolition I- 2016 (10% HUD Section 3 Participation).
2. United Demolition Excavation and Site Management Co., LLC.
3. Dayton, OH
4. Work Division Areas:
    a. Machine wrecking of structures.
    b. Loading/ removing of debris and hauling to landfill.
    c. Capping of utilities.
    d. "Clean hole inspection"
    e. Backfilling of excavations.
    f. Grubbing property lines.
    g. Finish grading of disturbed areas.
    h. Apply grass seed and straw mulch.

Tall View Palladium is a local HUD Section 3 certified contractor. We are subcontracting Tall View Palladium on this contract to meet HUD Section 3 goals in one or more of the following manners:

I. Utilize various types and size of trucks to haul demolition debris from jobsites and backfill materials to jobsites.
II. Utilize equipment and manpower to wreck structures and load debris.
III. The total minimum amount of the subcontract to be paid to Tall View Palladium will be $24,758.75 or equivalent to 10% of the base bid.

Scott Waters, Member/ Estimator

Scott Waters,
Member, Estimator
United Demolition

TALL VIEW PALLADIUM INC.
2734 ARMSTRONG LANE
DAYTON, OHIO 45414
937 263-8586
937 220-9912
tallviewpalladium@sbcglobal.net

May 18, 2016

RE: **NAP Commercial Demolition I - 2016**

Tall View Palladium has agreed to subcontract with Adleta, Inc.
on the above referenced project. Listed below is our scope of work we will perform.

Furnish and Haul Materials

DESCRIPTION	ESTIMATED QUANTITY	UNIT	Rate PRICE	TOTAL COST
Semi-dumps		Hourly	$95.00	
6-7 Axel Dumps			$90.00	
5-4 Axel Dumps			$85.00	
Tandem			$80.00	
Total Contract Amount				$24,758.75
MATERIAL COSTS				$0.00

George D. Tuck, III
President

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 NAP Commercial Demolition I-2016

(10% HUD SECTION 3 PARTICIPATION)

(FEDERAL CDBG FUNDS)

Bidder United Demolition Excavation

and Site Management Co., LLC

130 W. Second Street Suite 632

Dayton, OH 45402

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:

NUISANCE ABATEMENT PROGRAM
COMMERCIAL DEMOLITION I - 2016
(10% HUD SECTION 3 PARTICIPATION)
(FEDERAL CDBG 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)

NUISANCE ABATEMENT PROGRAM
COMMERCIAL DEMOLITION I - 2016
(10% HUD SECTION 3 PARTICIPATION)
(FEDERAL CDBG FUNDS)

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	TOTAL $
1	Structural Demolition	1,695,000	CF	$ .146	$ 247,470.00
2	Debris Removal	9,000	CF	$ .01	$ 90.00
3	Landscaping	27,500	SF	$ .001	$ 27.50

BASE BID $ 247,587.50

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.

DESCRIPTION	CONSIDERATION FOR MATERIALS	CONSIDERATION FOR OBLIGATIONS	TOTAL$
TOTAL BASE BID	$ 1,780.00	$ 245,807.50	$ 247,587.50

The time of completion fixed by the City is 85 Working 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 Bidder Is Interested In This Bid	

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 _____

_____

_____

Telephone _____

Corporation
Name United Demolition Excavation and Site Management Co., LLC

State of Incorporation OHIO

Name and Title of
Officers with Authority
to Sign Contract Michael Marshall/ Member/ Operations Manager

Scott Waters, Member/ Project Manager

Home Office Address 130 W. Second Street Suite 632

Local Address Dayton, OH 45402

Telephone 937-253-8300 Fax _____

E-mail scott@uniteddemolition.com, mike@uniteddemolition.com
office@uniteddemolition.com

Federal I.D.# 46-3893678

Dated this 24 th day of March, 20 16

Bidder: United Demolition Excavation and Site Management Co., LLC
(Person, Firm, or Corporation)

By: Scott Waters

Title: Member/ Project 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

Nuisance Abatement Program Commercial
Demolition 1-2016 (10% HUD Sec 3 Participation)

BID BOND

Bond # 1377287

Amount $ _____

We, the undersigned, are held and firmly bound unto the City of Dayton, Ohio in the sum of 10% of bid amount 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, United Demolition, Excavation and Site Management Co., 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, 20 16

Scott Wh, MEMBER
UNITED DEMOLITION
Bidder

Talisman Casualty Insurance Co., LLC
Surety

Talisman Casualty Insurance Co., LLC
Name of Insurance Agency

9075 Diablo Dr. Ste. 140
Las Vegas, NV 89148
Address of Insurance Agency

Telephone 800-318-5317 FAX

TALISMAN CASUALTY INSURANCE COMPANY, LLC
LIMITED LIABILITY
SEAL
2013
NEVADA
COMPANY

POWER OF ATTORNEY

Attorney – In Fact No. **0001** Issue Date 3/24/2016 Certificate No. **1377287**

KNOW ALL MEN BY THESE PRESENT: The **Talisman Casualty Insurance Company, LLC,** a Nevada Corporation, does hereby appoint

Joseph Marcantel, Attorney in Fact

Its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertaking and other documents of similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS THEREOF, TALISMAN CASUALTY INSURANCE COMPANY, LLC have executed and attested these presents this 30th day of December, 2013.

Jeff Schaff, Managing Director

Joseph Marcantel, Attorney in Fact

TALISMAN CASUALTY INSURANCE COMPANY, LLC LIMITED LIABILITY SEAL 2013 NEVADA COMPANY

Extract from the By-Laws of **TALISMAN CASUALTY INSURANCE COMPANY, LLC**

Article 44, Section 78. – **FIDELITY AND SURETY BONDS** ...the Managing Directory, any Directory, the Secretary, and any Assistant Managing Director appointed for that purpose by the officer in charge of surety operation, shall each have the authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking.

Extract from the Resolution of the Board of Directors of TALISMAN CASUALTY INSURANCE COMPANY, LLC adopted on December 30, 2013.

On any certificate executed by the Secretary or a assistant secretary of the Company setting out,

(i) The provision of Article 44, Section 78 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect, the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof.

I, Jeff Schaff, Managing Director of **TALISMAN CASUALTY INSURANCE COMPANY, LLC**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of the corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws and the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation this 30th day of December, 2013.

Jeff Schaff, Managing Director

Joseph Marcantel, Attorney in Fact

On March 24th, 2016, Joseph Marcentel, being by me duly sworn, did depose and say that he is an Attorney-in-Fact of Talisman Casualty Insurance Company. LLC described in and which executed the within instrument; the he knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, that he authorized the use of his electronic signature, and that he signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

Signed: Bonnie S. Boudreaux
Notary

BONNIE S. BOUDREAUX NOTARY PUBLIC ID NO. 13466 COMMISSIONED FOR LIFE ST. LANDRY PARISH, LA

BONNIE S. BOUDREAUX
Notary Public
State of Louisiana
St. Landry Parish
Notary ID # 13466
My Commission is for Life

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, Scott Waters hereby certify that _____
(print name – an Officer of the company)

United Demolition Excavation and Site Management Co., LLC meets the following Contractor requirements relating
(company)

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

[x] Comply with all City of Dayton income tax obligations and requirements

[x] Maintain worker's compensation insurance for all employees as required by the State of Ohio

[x] Comply with State or Federal prevailing wage rate laws, as applicable and required by the funding of this project

[x] Comply with the State of Ohio Bureau of Worker's Compensation Drug Free Workplace Policy

[x] 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: Member/ Project Manager

Date: March 24th, 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, including but not limited to health insurance and retirement benefits.

No Fringe Benefits At This Time

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.

No Training Programs Offered At This Time

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

TallView Palladium- George Tuck III

HE Trucking

Big Dump Trucking, LLC

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.

TallView Palladium- George Tuck III	
HE Trucking	

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:

Scott Waters being duly sworn, deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of United Demolition Excavation and Site Management Co., 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 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: Scott Waters

Title: Member/ Project Manager

STATE OF OHIO,
COUNTY OF Miami ,ss:

Sworn to before me and subscribe in my presence by Michael Waters
this 23 day of March, 2016

Sierra Welch
Notary Public

NOTARIAL SEAL STATE OF OHIO

Sierra Welch
Notary Public, State of Ohio
My Commission Expires 06-23-2020

{00046535.DOC;1}

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

STATE OF Ohio)
) SS:
COUNTY OF Miami)

Scott Waters, being first duly sworn deposes and states that:

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

United Demolition Excavation and Site Management Co., LLC 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 23 day of March, 2016.

Scott Waters
SIGNED

Sierra Welch
NOTARY PUBLIC

Member/ Project Manager
TITLE

NOTARIAL SEAL STATE OF OHIO

Sierra Welch
Notary Public, State of Ohio
My Commission Expires 08-23-2020

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: NAP Commercial Demolition I-2016 — Dayton, Ohio
NAME — LOCATION

During the performance of this contract:

CONTRACTOR	ADDRESS	TELEPHONE / FAX
United Demolition Excavation and Site Management Co., LLC	130 W. Second Street Suite 632 Dayton, Ohio 45402	937-253-8300

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	11.5%

	Goals of Female Worker Utilization Expressed in Percentage Terms
From 4/1/80 to Present	6.9%

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

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

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

A contractor shall be deemed to be in compliance with the terms and requirements of this Part I by the employment and training of minorities and females in the appropriate percentage of the contractor's aggregate work force in the Ecomonic 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, condictions, 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

United Demolition Excavation and Site Management Co., LLC (Contractor)

certifies that:

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

Excavation

Trucking

Landscaping

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: Scott Wolf

(Signature of Authorized Representative of Bidder)

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

Worker Utilization Report

NAME OF PROJECT: NAP COMMERCIAL DEMOLITION I-2016 REPORTING PERIOD: MARCH (MONTH), 2016 ~~2011~~

TO: Contract Compliance Officer
HUMAN RELATIONS COUNCIL
371 WEST SECOND STREET, #100
DAYTON OH 45402
vicki.krapf@daytonohio.gov

FROM:	MARCH 2016
COMPANY:	UNITED DEMOLITION
ADDRESS:	130 W. SECOND SUITE 632
CITY/ST/ZIP:	DAYTON, OH 45402
TELEPHONE:	937-253-8300
E-MAIL:	SCOTT@UNITEDDEMOLITION.COM

ALL INFORMATION WILL BE KEPT CONFIDENTIAL TO THE EXTENT ALLOWED BY LAW.
AGGREGATE REPORTS OF WORKER UTILIZATION FOR THIS PROJECT MAY BE MADE PUBLIC.

Name of Employee and Address	Employee ID #	Address	HUD 3	Ethnic Group: White (Not of Hispanic Origin)	Black (Not of Hispanic Origin)	Hispanic	Asian or Pacific Islander	American Indian or Alaskan Native	Gender: Male	Female	Trade	Classificatio: Journeyman	Helper	Apprentice	Trainee	# of Hours Wrkd: 1st Week	2nd Week	3rd Week	4th Week
KEN CROSS	0114	W. CARROLLTON 45449		X					X		CDL DRIVER	X				52	38	—	
WILLY HARRIS	9433	4122 G-TOWN PK			X				X		OPERATOR LABOR	X				52	41	26	
DAWN RIBACCHI	6084	Robleigh Dr W. CARROLLTON		X						X	BOOKKEEPER	X				40	40	40	

INSTRUCTIONS: Mark each applicable Ethnic Group and Gender description with an "X". Complete the information above for ALL employees for the preceding month. Make copies of this sheet as needed. Submit the form to the address listed on this form.

Workforce Goals:	11.5% MINORITY	6.9% FEMALE	10% HUD SECTION 3

Revised 20110202

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

NAP COMMERCIAL DEMOLITION I - 2016

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: Prime Contract Bid ☐	Joint Venture Bid ☐	Supply or Service Subcontract ☐	Construction Subcontract ☒	Type of Service or Supply to be Provided	Type of Construction Work to be Performed
Certified Business Firm Name: TALL VIEW PALLADIUM					TRUCKING	DEMOLITION
Tax I.D. Number: 31-1674989						
Street Address: 2734 ARMSTRONG LN						
City/State/ Zip Code: DAYTON, OH 45414						
Phone (area code/#): 937.263.8586 E-mail:						

Total $ Amount of PRIME CONTRACTOR'S Base Bid: $247,587.50 Total $ to subcontract $24,758.75 Total % subcontract: 10%

PRIME CONTRACTOR'S REPRESENTATIVE	
Print Name:	Scott Waters, MEMBER
Sign Name:	Scott Waters, MEMBER UDE

Street Address	130 W. SECOND ST
	SUITE 632
City/State/Zip	DAYTON, OH 45402

Revised 2/2014

WAIVER REQUEST DOCUMENTED ACTIVITY FORM **Date** _____

Project: _____ **Participation Goal (list only one):** _____

A bidder must **submit a separate form for each goal** for which you are requesting a waiver. A bidder requesting a total or partial waiver of the, **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 wavier form at the time the bid is submitted. If no explanation is provided, the wavier 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
	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.
	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.
	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:	

Company Contact Information

Company Name: United Demolition Excavation and Site Management Co., LLC

Address: 130 W. Second Street Suite 632 Dayton Ohio, 45402

Contact Person: Scott Waters, Mike Marshall

Phone: Mobile Phones: 937.216.4601, 937.718.5258

Email Address: scott@uniteddemolition.com, mike@uniteddemolition.com

Section 3 Plan

NUISANCE ABATEMENT PROGRAM
COMMERCIAL DEMOLITION I – 2016
(10% HUD SECTION 3 PARTICIPATION)
(FEDERAL CDBG FUNDS)

VARIOUS LOCATIONS
DAYTON, OHIO

SECTION 3 PLAN

This document serves as the Section 3 Plan for **Nuisance Abatement Program Commercial Demolition I – 2016 (10% HUD Section 3 Participation) (Federal CDBG Funds)** in compliance with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended.

The purpose of Section 3 of the Housing and Urban Development Act of 1968, as amended (12. U.S.C. 1701u) (Section 3), is to ensure that training, employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and Local laws and regulations, be directed to the greatest extent possible to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns, which provide economic opportunities to low- and very low-income persons.

NUMERICAL GOALS FOR TRAINING AND EMPLOYMENT OPPORTUNITIES

The City of Dayton will, to the greatest extent feasible, when awarding contracts or providing training and/or employment opportunities for activities or projects subject to the requirements of Section 3, strive to comply with the goals established in this section.

The numerical goals established in this section represent minimum numerical targets.

Training and employment opportunities will be made available to Section 3 residents as follows:

(i) 30 percent of the aggregate number of new hires/training opportunities resulting from funds awarded for FY and continuing thereafter. Number of Section 3 jobs/training opportunities anticipated __2__.

PREFERENCE FOR SECTION 3 RESIDENTS IN TRAINING AND EMPLOYMENT OPPORTUNITIES

In providing training and employment opportunities, generated from the expenditure of Section 3 activities to Section 3 residents, the following order of preference will be followed:

Highest Priority: Low- and very-low income residents certified as Section 3 eligible residing in the neighborhood where the project is located.

Second Priority: Participants of public and social service programs funded by City of Dayton HUD funding.

Third Priority: Other low- and very-low income residents throughout the City certified as Section 3 eligible.

In compliance with the Section 3 Plan requirements, the applicant must submit a current list of employees as of the date the Section 3 Plan is submitted for approval along with anticipated new hires. A list of employees can be submitted on the Worker Utilization Form included in the appendices or an official company form that includes the same information requested on the Worker Utilization Form. The applicant must also develop a list of strategies to be adopted for compliance with the stated employment, training and contracting goals. When preparing the list, please refer to Examples of Efforts to Offer Training Employment Opportunities to Section 3 Residents.

LIST OF STRATEGIES TO BE ADOPTED FOR COMPLIANCE WITH THE STATED EMPLOYMENT, TRAINING AND CONTRACTING GOALS:

Please check all that apply and add any additional strategies you will employ on the lines provided below. Mandatory actions have already been checked.

- ☒ We will work with the Section 3 Program Coordinator to identify eligible Section 3 subcontractors;
- ☒ We will contact individuals on the Certified Section 3 Residents lists maintained by the City of Dayton and Greater Dayton Premier Management;
- ☒ We will post job opportunities at the job site;
- ☒ We will post job opportunities in local newspapers;
- ☒ We will post job opportunities on our website;
- ☒ We will notify the Section 3 Employment Opportunities Notification List of job openings;
- ☒ We will notify the local unemployment office of job openings;
- ☒ We will notify local union halls of job openings for specific trades or skills;
- ☒ We will notify certifying agencies of job openings for specific trades or skills;
- ☐ We will _____;
- ☐ We will _____;
- ☐ We will _____;
- ☐ We will _____;
- ☐ We will _____;
- ☐ We will _____;
- ☐ We will _____;
- ☐ We will _____;
- ☐ We will _____;
- ☐ We will _____;
- ☐ We will _____;
- ☐ We will _____.

SECTION 3 TRAINING AND EMPLOYMENT GOALS

Name of Project: NAP Commercial Demolition I-2016

Name of Contractor: United Demolition Excavation and Site Management Co., LLC

Amount of Award: $ 247,587.50

	# of Anticipated Hires	# of Anticipated Section 3 Hires (MUST be at least 30% of Anticipated Hires)	# of Current Employees	# of Current Section 3 Employees
Skilled	2	1	2	0
Semi-Skilled	1	1	1	0
Skilled Trainees			1	
Unskilled Trainees				
Semi-Skilled Trainees				
Professional & Admin				
Clerical				
Apprentices				
Other				

CITY OF DAYTON WORKER UTILIZATION REPORT FORM

NAME OF PROJECT: NAP COMMERCIAL DEMOLITION I - 2016

To: Section 3 Coordinator
Human Relations Council
371 West Second Street
Suite 100
Dayton, OH 45402

UNITED DEMOLITION
EXCAVATION AND SITE
MANAGEMENT CO., LLC
130 W. SECOND ST. 632 (SUITE)
DAYTON, OH 45402

MARCH 2016

COMPLETE THE INFORMATION FOR ALL EMPLOYEES				Ethnic Group						Sex		Trade	Classification				No. of Hours Worke			
Name of Employee	Employee ID (If SSN, last four digits.)	Address (street address and zip code)	Date of Hire	HUD Section 3	White (Not of Hispanic Origin)	Black (Not of Hispanic Origin)	Hispanic	Asian or Pacific Islander	American Indian or Alaskan Native	Male	Female		Journeyman	Helper	Apprentice	Trainee	1st Week	2nd Week	3rd Week	4th Week
KEN CROSS	0114	W. CARROLLTON	8/2015		X					X		CDL DRIVER	X				52	38	—	—
WILLY HARRIS	9433	4122 Germantown	1/2015			X				X		OPERATOR LABOR	X				52	41	26	—
Dawn Ribacchi	6084	Robleigh Dr W. CARROLLTON	1/2014								X	BOOKKEEPER	X				40	40	40	—

WORKFORCE GOALS: MINORITY - 11.5% FEMALE - 6.9% SECTION 3 - 30% OF NEW HIRES

NUMERICAL GOALS FOR CONTRACTING ACTIVITIES:

These goals apply to contract awards in excess of $100,000 in connection with a Section 3 eligible project, and it applies to contractors, subcontractors, developers, and/or sub-recipients.

United Demolition Excavation and Site Management Co., LLC
_____(COMPANY NAME) commits to award to Section 3 business concerns:

1. At least 10 percent of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and

2. At least 3 percent of the total dollar amount of all other Section 3 covered contracts.

3. In the event that the contractor, subcontractor, developer and/or sub-recipient is unable to reach the goals stated above, they will be required to contribute the difference between 10% of the covered contract amount (3% for non-construction related covered contracts) and the amount provided to Section 3 business concerns and/or in the employment of Section 3 residents in to the City's Section 3 Implementation Fund.

PREFERENCE FOR SECTION 3 BUSINESS CONCERNS:

The following order of preference will be followed when providing contracting opportunities to Section 3 businesses:

(i) First priority will be given to Section 3 business concerns that provide economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located.

(ii) Second priority will be given to Section 3 business concerns selected to carry out HUD funded Programs.

(iii) Third priority will be given to Section 3 business concerns that provide economic opportunities for Other Section 3 Residents located outside the service area or neighborhood in which the Section 3 covered project is located.

HUD SECTION 3 (HUD3) PARTICIPATION FORM

Project Name: NAP COMMERCIAL DEMOLITION I - 2016 (10% HUD SEC 3)

The City of Dayton is committed to meeting HUD-established subcontracting and employment opportunities for HUD Section 3 eligible projects. This commitment applies to all projects funded with HUD Section 3 eligible funding sources. Questions about the City of Dayton HUD Section 3 Program should be directed to the Human Relations Council (HRC). (937) 333-1403.

Firm Name, Tax I.D. Number and Mailing Address	Please Check One: 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	HUD3 $ Amount of Total Base Bid	HUD3 % of Total Base Bid
HUD Section 3 Business Firm Name: TALL VIEW PALLADIUM Tax I.D. Number: 31-1674989 Street Address: 2734 ARMSTRONG LN City/State/ Zip Code: DAYTON, OH 45414 Phone: 937-263-8586	☐	☐	☐	☑	TRUCKING	DEMOLITION	$24,758.75	10%

Total $ Amount of PRIME CONTRACTOR'S Base Bid $247,587.50 Total $ to HUD3 Firm $24,758.75 Total % to HUD 3 Firm 10%

PRIME CONTRACTOR'S PRINTED NAME AND SIGNATURE		
UNITED DEMOLITION - SCOTT Waters	Street Address	130 W. SECOND ST SUITE 632
Scott Waters	City/State/Zip	DAYTON, OH 45402

STATEMENT OF COMMITMENT

By signature below, I am hereby acknowledging to the City of Dayton Ohio that I have been duly provided with information regarding the City's Section 3 Program which explains the obligations and requirements of any construction project which is funded in part or whole by HUD sourced funds. I certify that I am fully empowered to enter into this Statement of Section 3 Utilization Commitment on behalf of this company I am certifying that the information contained within this Section 3 Utilization Plan is accurate and correct and that I understand that the City may impose penalties and sanctions for the submission of any false and inaccurate statements within this document.

Scott Waters

COMPANY AUTHORIZED REPRESENTATIVE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

Member/ Project Manager

TITLE

COMPANY SECTION 3 COORDINATOR
(*Leave blank if the same as authorized representative*)

scott@uniteddemolition.com

EMAIL ADDRESS

937-216-4601

PHONE

United Demolition Excavation and Site Management Co., LLC

COMPANY NAME

130 W. Second Street Suite 632 Dayton Ohio, 45402

COMPANY COMPLETE ADDRESS

COMPANY WEBSITE (if applicable)

SECTION 3 PLAN APPROVAL

In compliance with the Section 3 Plan requirements, the applicant must develop a list of strategies to be adopted for compliance with the stated employment, training and contracting goals. Contracts in excess of $100,000 must include the Section 3 Clause.

If federal and state funds are combined to fund an eligible Section 3 project, the combined amount is submitted to the Section 3 requirements.

In compliance with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, we the undersigned have read and have received a copy of the Section 3 Plan for this project. We acknowledge being a party to this Plan and further pledge our commitment to adhere to the objectives set forth. The signatures below acknowledge receipt and approval of this Section 3 Plan.

Juleda Hyde

HRC SECTION 3 COORDINATOR

March 24th, 2016

SIGNATURE OF SECTION 3 COORDINATOR — DATE

Catherine Crosby

HRC EXECUTIVE DIRECTOR

SIGNATURE OF EXECUTIVE DIRECTOR — DATE

REPRESENTATIVE OF AWARDING DEPARTMENT

SIGNATURE OF DEPARTMENT REPRESENTATIVE — DATE

Shelley Dickstein

CITY MANAGER

SIGNATURE OF CITY MANAGER — DATE

BACK

5.

CITY OF DAYTON
CITY MANAGER'S REPORT

TO: City Manager

Date June 8, 2016

FROM: Public Works/Street Maintenance

Department/Division

Code 21000-6430-22606-54

Fund Title Street Maintenance Fund

Amount $ $388,762.12/ year (approximate) Revenue to City (through 6/2017)

(CHECK ONE)

☐ Purchase Order ☐ Lease Agreement

☐ Price Agreement ☐ Estimate of Cost

☐ Award of Contract ☐ Payment of Voucher

☑ Other Maintenance Agreement

Supplier/Vendor/Company/Individual:

NAME State of Ohio-Dept of Transportation

ADDRESS 1001 St. Mary's Avenue

Sidney, Ohio 45365

Justification and description of purchase, contract or payment:

Maintenance Agreement – Ohio Department of Transportation

The State of Ohio, Department of Transportation (ODOT) has updated the Interstate Lane Mile and Maintenance Agreement between the City of Dayton and ODOT, which calls for ODOT to reimburse the City for maintenance related work on Interstate 75 within the corporation limit of the City.

According to the new Interstate Lane Mile and Maintenance Agreement, ODOT will reimburse the City at a rate of $7,831.63 per lane mile, or $97,190.53 per quarter ($388,762.12 per year). This rate is based on 49.64 lane miles of Interstate 75 within the City of Dayton. The rate per lane mile has not increased from the previous rate.

The Agreement will commence on July 1, 2016 and terminate on June 30, 2017.

The Department of Public Works and the Law Department have reviewed this Agreement and are in agreement with its terms.

A copy of the Agreement and Certificate of Revenue are attached.

Copy: Office of Management & Budget, Finance, Human Relations Council, Street Maintenance

Approved Affirmative Action Program on File ☑ Yes ☐ No ☐ NA

Approved by City Commission

Clerk

Date

Division

Department

City Manager

FORM NO. MS-16

CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

Customer Information: Name Ohio Department of Transportation c/o Sam Sine

Address 1001 St. Mary's Avenue

City Sidney State Ohio Zip+4 45365 - _____

Customer # 311334820 Add Type/Seq # _____

Federal ID# 31-1334820

Revenue Information: Fund 21000 Orgn 6430 Rev 22606 Prog 54 Actv _____

Contract Information: Contract Start Date 7/1/16 Contract Expiration Date 6/30/17

Billing Information: Rate: $388,762.12 Arrears _____ Pre-bill _____

Monthly (1st month of billing) _____

Quarterly (1st month of quarter) 7/1/16 ($97,190.53)

Semi-annual (1st month of half) _____

Annual (1st month of billing) _____

Other (explain) _____

Rate Change Date 7/1/16 Rate Change Amount _____

Description of Services (wording on invoice): Reimbursement of labor, use of City equipment and materials for maintenance, repair and operation of Interstate 75 within Dayton's Corporation Limit as provided in our agreement effective 7/1/16 ($7,831.63 x 49.64 lane miles).

Departmental Approval _____

TO BE COMPLETED BY FINANCE

City Reference Number 19-1420-02 Auditor _____ Date 5/26/2016

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

Director of Finance _____ 5-27-16

5/25/2016

CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

Customer Information: Name Ohio Department of Transportation c/o Sam Sine

Address 1001 St. Mary's Avenue

City Sidney State Ohio Zip+4 45365 -

Customer # 311334820 Add Type/Seq # _____

Federal ID# 31-1334820

Revenue Information: Fund 21000 Orgn 6430 Rev 22606 Prog 54 Actv _____

Contract Information: Contract Start Date 7/1/16 Contract Expiration Date 6/30/17

Billing Information: Rate: $388,762.12 Arrears _____ Pre-bill _____

Monthly (1st month of billing) _____

Quarterly (1st month of quarter) 7/1/16 ($97,190.53)

Semi-annual (1st month of half) _____

Annual (1st month of billing) _____

Other (explain) _____

Rate Change Date 7/1/16 Rate Change Amount _____

Description of Services (wording on invoice): Reimbursement of labor, use of City equipment and materials for maintenance, repair and operation of Interstate 75 within Dayton's Corporation Limit as provided in our agreement effective 7/1/16 ($7,831.63 x 49.64 lane miles).

Departmental Approval _____

TO BE COMPLETED BY FINANCE

City Reference Number 19-1420-02 Auditor _____ Date 5/25/2016

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

Director of Finance _____

5/25/2016

ODOT AGREEMENT No. 19665

INTERSTATE LANE MILE AND MAINTENANCE AGREEMENT

This Agreement is made by and between the State of Ohio, Department of Transportation (ODOT), hereinafter referred to as the STATE, 1980 West Broad Street, Columbus, Ohio, 43223 and the City of Dayton, Ohio, acting by and through its Director of Public Works, hereinafter referred to as the CITY, 101 West Third Street, Dayton, Ohio, 45401.

I. RECITALS

1.1 Section 203.03.04 of Am. Sub. H.B. 68 and Ohio Revised Code 5501.41, 5501.31, and 5521.01 provide, among other things, that the director of transportation may remove snow and ice, and maintain, repair, and improve upon interstate highways which are located within the boundaries of municipal corporations, adequate to meet the requirements of federal law. When agreed in writing by the director and the legislative authority of a municipal corporation, and notwithstanding sections 125.01 and 125.11 of the Revised Code, Section 203.03.04 of Am. Sub. H.B. 68 provides that the department of transportation may reimburse the municipal corporation for all or any part of the costs as provided by such Agreement, incurred by the municipal corporation maintaining, repairing, and removing snow and ice from the interstate system.

1.2 In the interest of public safety and convenience, it is the desire of the parties that the CITY shall perform routine maintenance upon the interstate highways within the City using its own labor forces, equipment and materials, or by contracting for these items, with reimbursement from the STATE.

1.3 It is agreed by the parties that this Agreement supersedes all previous agreements between the STATE and the CITY for lane mile reimbursement and maintenance.

II. DEFINITIONS

2.1 **Maintenance** means the act of preserving and keeping each type of roadway, roadside, structure, or facility, within the right-of-way as nearly as practicable in its original condition as constructed or as subsequently improved. Maintenance includes only routine maintenance and not structural or extraordinary maintenance.

2.2 **Routine Maintenance** means the act of preserving and keeping each type of roadway, roadside, structure, or facility, within the right-of -way as nearly as practicable in its original condition as constructed or as subsequently improved. Routine maintenance shall include but shall not be limited to: crack sealing, pothole patching, pavement repairs to include partial and limited full depth repair, pavement markings, sign replacement and repair, mowing, herbicidal spraying, on-going landscape maintenance, street sweeping, litter pickup, snow and ice control, minor drainage repairs as determined by ODOT, catch basin cleaning, guardrail repair, and fence repair and other like work as agreed upon by the parties.

2.3 **Extraordinary Maintenance** means the act of repairing, replacing or rehabilitating an item which both parties understand to be of such magnitude as to be beyond the scope of work ordinarily performed by routine maintenance and repair forces. This work shall be categorized as unexpected, emergency, or in need of immediate attention. Upon approval from the STATE, crash cushion repair that requires component replacement and pavement repairs within an area in which the pavement condition rating falls below 60 in the pavement condition rating process shall be included under extraordinary maintenance.

2.4 **Rehabilitation or Reconstruction** means projects for major bridge repair as determined by ODOT, bridge painting, maintenance of epoxy coatings on concrete, cathodic protection, thermoplastic pavement markings, maintenance of large signs, surface treatments such as resurfacing, overlay or drainage repairs, and major joint repair as determined by ODOT. The STATE shall continue to program projects and let contracts for major reconstruction rehabilitation as determined by ODOT. These projects will be programmed and administered by the STATE to maximize the use of Federal funds.

2.5 **Interim Projects** may include, but shall not be limited to, full depth pavement repair, inlays, resurfacing and large signs. When the scope of the work has exceeded routine maintenance as defined above, an interim project may be needed to correct the existing conditions.

III. **REIMBURSEMENT**

3.1 The STATE shall reimburse the CITY at a fixed rate of $7,831.63 per year, per lane mile, or $97,190.53 per quarter, for the use of CITY labor, equipment, and materials or labor, equipment and materials contracted for by the CITY to perform routine maintenance upon the interstate highway system within CITY boundaries. Any work performed as a result of an ODOT inspection conducted pursuant to Paragraph 7.1 of this agreement shall be considered routine maintenance. In addition, the City shall perform routine maintenance when notified and require by the State.

3.2 The CITY shall prepare and maintain an itemized inventory to document the number of lane miles of the system within its boundaries on forms provided by the STATE. Any new sections of roadway on I-75 will become part of this Agreement and the total lane mileage will be adjusted.

3.3 This inventory, as approved by the STATE, shall be the basis for reimbursement as provided in Paragraph 3.1.

3.4 The CITY shall invoice the STATE the first day of October, January, April, and July at (25) per cent of the annual rate per lane mile for the preceding period using the number of lane miles shown on the approved inventory at the beginning of the three month period.

3.5 This reimbursement as stated above shall constitute full compensation to the CITY for furnishing and applying all materials used and for all labor, overhead costs, tools, equipment and incidentals necessary to maintain and repair the interstate highways within its boundaries to the requirements set forth.

3.6 The parties agree that said lane mile rate may be adjusted annually as mutually agreed by the parties. Any adjustment shall be considered a modification of this Agreement and shall be set forth in writing and executed by both parties.

3.7 Any invoices submitted by the CITY for work done in anticipation of this Agreement are deemed submitted under this Agreement provided the work and invoices comply with the terms thereof.

3.8 A copy of the statement from the CITY shall accompany the invoice upon submission.

3.9 The STATE shall reimburse the CITY within sixty (60) days of the receipt of a proper invoice for the actual cost of the services furnished.

IV. EXTRAORDINARY MAINTENANCE

4.1 In the event that the CITY or the STATE believes it to be necessary that extraordinary maintenance work should be performed on the interstate highway system, such work may be performed upon written notice to the STATE of the conditions which exist that require extraordinary maintenance. Verbal approval of the STATE may be requested by the CITY for those conditions in which emergency repairs must be made for safety purposes.

4.2 Upon the mutual agreement of the parties, the CITY or STATE shall agree as to the necessity of the work and how to proceed to accomplish the required work by contract method.

4.3 Should the CITY or STATE wish to have work of this nature performed by CITY labor forces, prior written approval must be obtained from the STATE through a submission setting forth the work to be performed, location, and estimate of the cost of work subdivided into labor, material and equipment. A work order system shall be used to tabulate costs incurred by labor, material, and equipment. The State shall reimburse the City for all work performed in accordance with the work order. Postings to the work order shall be supported by detailed records which shall be available for STATE inspection. For those conditions that require immediate repairs, verbal approval from the STATE must be obtained by the CITY prior to starting work.

V. INTERIM PROJECTS

5.1 The CITY shall notify the STATE in writing of the need for an interim project. In lieu of the CITY continuing to perform maintenance on the existing condition and upon approval by the STATE, the CITY or STATE shall prepare the plans to be sold by the STATE through the contract method.

VI. DISPUTE RESOLUTION

6.1 In the event a dispute arises regarding payment, notification of such dispute shall be sent to the Assistant Director of Field Operations of the Ohio Department of Transportation and a designated representative of the CITY, in writing, within ninety (90) days of discovery of such dispute. In such notification, the disputing party shall present such evidence as may support its position. Within a reasonable time, the Director and a designated representative of the CITY shall review the facts and circumstances surrounding the dispute for the purpose of determination. Said dispute regarding payment shall be resolved within a reasonable period of time.

VII. **INSPECTIONS**

7.1 Quarterly inspections shall be performed jointly by representatives from the CITY and the STATE. It shall be the responsibility of the STATE to schedule these inspections. The purpose of the inspection is to determine that the appropriate level of service is being achieved. Form M&R 500 shall be completed jointly by the CITY and the STATE during the inspection and submitted to the Ohio Department of Transportation, District 7 office. Deficient items noted and documented on the quarterly inspections are to be completed prior to the next inspection. Also, nothing in this Agreement shall deny the STATE the right to inspect the interstate highways for satisfactory compliance with the requirements of the State of Ohio and/or the Federal Highway Administration.

VIII. **TIME OF PERFORMANCE**

8.1 This Agreement shall commence on July 1, 2016 and shall terminate on June 30, 2017. This Agreement may be terminated by either party giving one hundred and twenty (120) days written notice to the other party.

IX. **THIRD PARTIES**

9.1 Nothing stated in this Agreement shall inure to the benefit of any third parties. Nothing stated in this Agreement shall act as a waiver of any immunities or defenses available to either party, either by statute or common law.

X. **EQUAL EMPLOYMENT OPPORTUNITY**

10.1 In carrying out this contract, the CITY shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, handicap, age, or Vietnam-era veteran status. The CITY will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, disability, or age. Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.

10.2 The CITY agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The CITY will, in all solicitations or advertisements for employees placed by or on behalf of the CITY, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, or age. The CITY shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

XI. **RESPONSIBILITY FOR CLAIMS**

11.1 The STATE shall not be liable for injury to person or damage to property arising out of the CITY's performance of routine, extraordinary or lighting maintenance.

11.2 This Agreement does not obligate either the City or State to indemnify or hold the other harmless with respect to any claim or demand asserted by third parties against the City or the State, or to provide or pay for any legal representation, attorney fees or other litigation costs incurred by that party in defending against any such claim or demand.

XII. **COMPLIANCE WITH LAW**

12.1 The CITY agrees to comply with all applicable federal, state and local laws in the conduct of the work hereunder. The CITY accepts full responsibility for payment of all taxes including without limitation, workers' compensation, unemployment compensation insurance premiums, all income tax deductions required for all employees of the City engaged in the performance of work authorized by this Agreement. The STATE shall not be liable for any taxes under this Agreement.

XIII. **CERTIFICATION OF FUNDS**

13.1 It is expressly understood by the parties that none of the rights, duties, and obligations described in this contract shall be binding on either party until all statutory provisions under the Ohio Revised Code, including but not limited to Section 126.07, have been complied with and until such time as all necessary funds are made available and forthcoming from the appropriate state agencies, and, when required such expenditure of funds is approved by the General Assembly and by the Controlling Board of the State of Ohio or, in the event that federal funds are used, until such time that the State gives the CITY written notice that such funds have been made available to the STATE by the STATE'S funding source.

XIV. **LIMITATION OF LIABILITY**

14.1 The STATE'S liability to the CITY for damages, whether in contract or in tort, shall not exceed the total amount of compensation payable to the CITY under this Agreement, or the amount of direct damages incurred by the CITY, whichever is less. In no event shall the STATE be liable for any indirect or consequential damages, including lost profits, even if the STATE knew or should have known of the possibility of such damages.

XV. **GENERAL PROVISIONS**

15.1 This Agreement constitutes the entire Agreement between the parties, and any changes or modifications to this Agreement shall be made and agreed to in writing.

15.2 Neither this Agreement, nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.

15.3 This Agreement shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the State of Ohio.

15.4 The CITY agrees to comply with all applicable state and federal laws regarding drug free workplace. The CITY shall make a good faith effort to ensure that all CITY employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

15.5 **Ohio Ethics Law**: Vendor agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

IN WITNESS WHEREOF, the parties hereunto have caused the agreement to be duly executed in duplicate as of the last day and year written below.

CITY OF DAYTON, OHIO

By:_____
Shelley Dickstein, City Manager

Date:_____

STATE OF OHIO
DEPARTMENT OF TRANSPORTATION

By: _____
Jerry Wray, Director

Date:_____

Approved:

_____
Director of Public Works

Date: 5/16/16

Approved as to form and correctness:

_____ MB
City Attorney

Approved by the Commission of the City of Dayton, Ohio:

_____**, 2015**
Min. Bk._____ **Pg.**_____

_____
Clerk of the Commission

BACK

DRAFT

1st Reading 6.

BY ..... NO 31496-16

AN ORDINANCE

Authorizing the Dedication of Property Owned by the City of Dayton for Street Purposes and Naming Said Dedicated Property Helena Street.

WHEREAS, The City Commission passed Ordinance No. 31190-12 consenting to the replacement of the Helena Street Bridge over the Great Miami River in cooperation with the Ohio Department of Transportation; and,

WHEREAS, A condition of the agreement is that the improvement area be within a dedicated right-of-way; and,

WHEREAS, The Director of Public Works has authorized the dedication of Helena Street as public right-of-way; now, therefore,

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

SECTION 1. That Helena Street, as is more fully described in Exhibit A, attached hereto and per the right-of-way plans on file in the City Engineer's office as Drawing Number 6A-17428, is hereby dedicated to the public use, forever.

SECTION 2. That upon its passage, this Ordinance shall be filed by the City Manager with the Recorder of Montgomery County, Ohio, and thereafter with the Clerk of the City Commission.

Passed by the Commission ..... ,2016

Signed by the Mayor ..... , 2016

Mayor, City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:

City Attorney

MEMORANDUM

May 25, 2016

TO: Shelley Dickstein
City Manager

FROM: Stephen Finke, Deputy Director
Department of Public Works

SUBJECT: Dedication Ordinance

Attached is the ordinance to dedicate Helena Street as part of the Helena Street Bridge Replacement Project, and the description describing the area. Please present this legislation to the City Commission for their action.

The dedication is needed to fulfill the requirements of the Ohio Department of Transportation as part of the funding for the Helena Street Bridge Project.

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

SJF/jrw

Attachments

EXHIBIT A

PARCEL 19-WD

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Montgomery, City of Dayton, Section 11, Town 1, Range 7 M.Rs. and being part of a tract of land conveyed to The City of Dayton, Ohio as recorded in Deed Book 1204, Page 588 and Deed Book 1204, Page 591 of the Deed Records of Montgomery County, Ohio and being more particularly described as follows:

Being a parcel lying on the left side of the centerline of construction and centerline of right of way of Helena Street as part of the MOT-Helena Street Bridge Centerline Plat made by Northwest Consultants, Inc. for the City of Dayton as recorded in Plat Book 226, Pages 40-40A of the plat records of Montgomery County, Ohio (IR Plat 15-049971) and being located within the following described points in the boundary thereof:

Commencing at a 3/4 inch iron pipe found, said iron pipe found being the southwest corner of Lot 13346 of G.R. Mumma's Executors Subdivision plat as recorded in Plat Book B, Page 259 of the plat records of Montgomery County, said iron pipe found being on the existing north right of way line of Helena Street;

Thence southeasterly on a line perpendicular to the existing centerline of right of way of Helena Street, South 43 degrees 15 minutes 31 seconds East, 25.00 feet, to a drill hole set on the existing centerline of right of way of Helena Street;

Thence northeasterly on the existing centerline of right of way of Helena Street, North 46 degrees 44 minutes 29 seconds East, 157.22 feet, to a point on an existing water manhole on the proposed centerline of construction of Helena Street, said point being station 10+03.25 of proposed centerline of construction of Helena Street;

Thence northeasterly on the proposed centerline of construction of Helena Street, North 38 degrees 04 minutes 27 seconds East, 352.68 feet, more or less as of the date of survey, passing a 1 inch iron pin set within a monument box set on the proposed centerline of construction of Helena Street at 26.75 feet, to a point on the proposed centerline of construction of Helena Street, said point being station 13+55.93, said point also described as being on the grantor's west property line and also being the **TRUE POINT OF BEGINNING** for the parcel of land herein described;

Thence northwesterly on the grantor's west property line, also being the east bank of the Great Miami River and the west line of Section 11, North 57 degrees 27 minutes 03 seconds West, 34.20 feet, more or less as of the date of survey, to a point on the east bank of the Great Miami River, said point being 34.04 feet left of station 13+52.63;

Thence northwesterly continuing on the grantor's west property line, also being the east bank of the Great Miami River and the west line of Section 11, North 58 degrees 24 minutes 44 seconds West, 11.03 feet, more or less as of the date of survey, to a point on the east bank of the Great Miami River, said point also described as being on the proposed north right of way line of Helena Street, said point being 45.00 feet left of station 13+51.39;

Thence northeasterly on the proposed north right of way line of Helena Street, being a right of way line 45.00 feet northerly of, as measured perpendicular to and parallel with, the proposed centerline of construction of Helena Street, North 38 degrees 04 minutes 27 seconds East, 72.37 feet, more or less as of the date of survey, passing an iron pin set on the proposed north right of way line of Helena Street at 5.00 feet, to an iron pin set on the proposed north right of way line of Helena Street, said point being 45.00 feet left of station 14+23.76;

Thence southeasterly continuing on the proposed north right of way line of Helena Street, South 51 degrees 55 minutes 33 seconds East, 20.22 feet, to an iron pin set on the proposed north right of way line of Helena Street, said point being 24.78 feet left of station 14+23.76;

Thence northeasterly continuing on the proposed north right of way line of Helena Street, North 38 degrees 04 minutes 27 seconds East, 11.75 feet, to an iron pin set on the proposed north right of way line of Helena Street, said point being 24.86 feet left of station 14+35.22;

Thence continuing on the proposed north right of way line of Helena Street, in a northeasterly direction on a curve to the right with a central angle of 13 degrees 39 minutes 17 seconds and a radius of 984.93 feet, an arc distance of 234.73 feet, the chord of which bears North 44 degrees 54 minutes 06 seconds East for a distance of 234.18 feet, to an iron pin set on the proposed north right of way line of Helena Street, said point being 27.79 feet left of station 16+63.64;

EXHIBIT A

Thence southeasterly continuing on the proposed north right of way line of Helena Street, South 33 degrees 02 minutes 33 seconds East, 4.42 feet, to a drill hole set on the proposed north right of way line of Helena Street, said point being 23.39 feet left of station 16+63.30;

Thence northeasterly continuing on the proposed north right of way line of Helena Street, North 53 degrees 43 minutes 14 seconds East, 13.02 feet, to a drill hole set on the proposed north right of way line of Helena Street, said point being 23.18 feet left of station 16+76.01;

Thence northwesterly continuing on the proposed north right of way line of Helena Street, North 33 degrees 02 minutes 33 seconds West, 4.78 feet, to an iron pin set on the proposed north right of way line of Helena Street, said point being 27.96 feet left of station 16+76.31;

Thence continuing on the proposed north right of way line of Helena Street, in a northeasterly direction on a curve to the right with a central angle of 08 degrees 46 minutes 09 seconds and a radius of 984.93 feet, an arc distance of 150.75 feet, the chord of which bears North 56 degrees 52 minutes 21 seconds East for a distance of 150.60 feet, to an iron pin set on the proposed north right of way line of Helena Street, said point being 29.92 feet left of station 18+22.61;

Thence southeasterly continuing on the proposed right of way line of Helena Street, South 27 degrees 59 minutes 41 seconds East, 69.92 feet, passing a 1 inch iron pin set within a monument box set on the proposed centerline of construction of Helena Street at 29.92 feet, to an iron pin set on the proposed south right of way line of Helena Street, said point being 40.00 feet right of station 18+22.61;

Thence continuing on the proposed south right of way line of Helena Street, being a right of way line 40.00 feet southerly of, as measured perpendicular to and parallel with, the proposed centerline of construction of Helena Street, in a southwesterly direction on a curve to the left with a central angle of 23 degrees 55 minutes 52 seconds and a radius of 914.93 feet, an arc distance of 382.14 feet, the chord of which bears South 50 degrees 02 minutes 23 seconds West for a distance of 379.37 feet, to an iron pin set on the proposed south right of way line of Helena Street, said point being 40.00 feet right of station 14+23.76;

Thence southeasterly continuing on the proposed south right of way line of Helena Street, South 51 degrees 55 minutes 33 seconds East, 15.00 feet, to an iron pin set on the proposed south right of way line of Helena Street, said point being 55.00 feet right of station 14+23.76;

EXHIBIT A

Thence southwesterly continuing on the proposed south right of way line of Helena Street, being a right of way line 55.00 feet southerly of, as measured perpendicular to and parallel with, the proposed centerline of construction of Helena Street, South 38 degrees 04 minutes 27 seconds West, 62.38 feet, more or less as of the date of survey, passing an iron pin set on the proposed south right of way line of Helena Street at 57.38 feet, to a point on the grantor's west property line, said point also described as being on the east bank of the Great Miami River and the west line of Section 11, said point being 55.00 feet right of station 13+61.38;

Thence northwesterly on the grantor's west property line, also being the east bank of the Great Miami River and the west line of Section 11, North 63 degrees 35 minutes 19 seconds West, 0.96 feet, more or less as of the date of survey, to a point on the east bank of the Great Miami River, said point being 54.06 feet right of station 13+61.18;

Thence northwesterly continuing on the grantor's west property line, also being the east bank of the Great Miami River and the west line of Section 11, North 57 degrees 34 minutes 27 seconds West, 13.11 feet, more or less as of the date of survey, to a point on the east bank of the Great Miami River, said point being 41.01 feet right of station 13+59.89;

Thence northwesterly continuing on the grantor's west property line, also being the east bank of the Great Miami River and the west line of Section 11, North 57 degrees 27 minutes 03 seconds West, 41.20 feet, more or less as of the date of survey, to the **TRUE POINT OF BEGINNING** and containing 0.7652 acres, of which 0.0000 acres is PRO (Present Road Occupied), leaving a net take of 0.7652 acres, more or less, subject to legal highways and other easements of record.

The above described area is contained within Montgomery County Auditor's permanent parcel number R72 05706A0002.

Prior Instrument Reference as of the date this survey was prepared: Deed Book 1204, Page 588 and Deed Book 1204, Page 591 in the Montgomery County Recorder's Office.

Description based on a field survey conducted by Northwest Consultants, Inc. between the months of November 2012 through February 2013 under the direction and supervision of Joshua R. Mihelcic, Registered Surveyor 8453 of the State of Ohio.

Bearings used herein are based on Ohio State Plane Coordinates, South Zone, referenced to NAD (83) (2011) and are for this project use only.

EXHIBIT A

All iron pins to be set referenced herein are 3/4 inch diameter x 30 inch long iron bars with 2-1/2 inch aluminum cap stamped "CITY OF DAYTON R/W, P.S. 8453, NORTHWEST CONSULTANTS, INC.". Iron pins to be set that will be disturbed during construction shall be reset by the construction contractor's surveyor and the new cap shall include the words "RESET".

This description was prepared on September 21, 2015 by Joshua R. Mihelcic, Registered Surveyor 8453 of the State of Ohio.

Joshua R. Mihelcic — 9-21-2015 Date

Registered Surveyor of Ohio: No. S-008453

STATE OF OHIO
JOSHUA R. MIHELCIC 8453
REGISTERED PROFESSIONAL SURVEYOR

PAUL W. GRUNER, P.E., P.S.
MONTGOMERY COUNTY ENGINEER
APPROVED FOR POINT OF BEGINNING,
ACREAGE AND CLOSURE ONLY
DATE 09-21-15 FILE NO. 2015-0154
BY James Ruempling

BACK

1st Reading 7.

DRAFT

BY ..... NO 6194-16

A RESOLUTION

Declaring the Intention of the Commission to Vacate
the Alley West of North Gettysburg Avenue from
the Alley North of West Third Street to Frances Avenue

WHEREAS, The vacation of the alley west of North Gettysburg Avenue, from the alley north of West Third Street to Frances Avenue, as described herein will enable the abutting property owner to consolidate this property; and,

WHEREAS, The City Plan Board has recommended the vacation; now, therefore,

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

Section 1. That the intention of the Commission is hereby declared to vacate the alley west of North Gettysburg Avenue, from the alley north of West Third Street to Frances Avenue, being more particularly bounded and described in as follows:

Being all of the 16 foot alley west of North Gettysburg Avenue from the 16 foot alley north of West Third Street to the 50 foot Frances Avenue.

The vacation shall be subject to the following conditions:

A. The area shall be marked in a manner acceptable to the Division of Civil Engineering to indicate that it is not public right-of-way.

B. Time Warner Cable shall retain an easement over, under, and through the vacated area for its existing facilities. With written consent from Time Warner Cable these facilities may be relocated or abandoned at the expense of the applicant.

C. AT&T shall retain an easement over, under, and through the vacated area for its existing aerial and underground facilities. With written consent from AT&T, these facilities may be relocated or abandoned at the expense of the applicant.

Adopted by the Commission . . . . . , 2016

Signed by the Mayor . . . . . , 2016

_____
Mayor, City of Dayton, Ohio

Attest:

_____
Clerk of the Commission

Approved as to form:

_____
City Attorney

MEMORANDUM

May 25, 2016

TO: Shelley Dickstein
City Manager

FROM: Stephen Finke, Deputy Director
Department of Public Works

SUBJECT: The Vacation of the Alley West of North Gettysburg Avenue from the Alley North of West Third Street to Frances Avenue

Attached is the Resolution of Intent, the check of petition to vacate the subject alley, a letter from the City Plan Board recommending the vacation, and the original petition. Please present the resolution to the City Commission for their action.

Petition No. 21134 requesting the vacation was received from Macedonia Baptist Church on May 16, 2016. The vacation will enable the abutting property owner to consolidate this property.

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

JRW

Attachments

cc: Ms. Clements
Mr. Parlette
Department of Planning
Department of Law
Clerk of Commission
Secretary / Board of Revision of Assessments

CHECK OF PETITION

Alley West of North Gettysburg Avenue from the Alley north of West Third Street to Frances Avenue

Checked 5/20/16 by Joseph Weinel

Total Frontage	556.00	lin. ft.
Frontage signed	556.00	lin. ft.
Frontage not signed	0.00	lin. ft.
Percentage signed	100.0%	

Name of Owner	Lot No.	Frontage	B.P.I.
Macedonia Missionary Baptist Church	48533	35.00	128-06-57
	48534	35.00	128-06-4
	48535	35.00	128-06-5
	48536	35.00	128-06-6
	48537	35.00	128-06-7
	48538	35.00	128-06-8
	48539	34.00	128-06-9
	48540	34.00	128-06-10
	65809	48.00	155-07-40
	65810	46.00	155-07-41
	65811	46.00	155-07-42
	65812	46.00	155-07-43
	65813	46.00	155-07-44
	65814	46.00	155-07-45

388-01

City of Dayton
City Plan Board

Decision Memorandum

April 14, 2016

Mr. Mike Taylor
Pinnacle Architects
210 North St. Clair Street
Dayton, OH 45402

Re: V-003-2016 – Public Way Vacation – First Alley West of North Gettysburg Avenue from the Alley North of West Third Street to Frances Avenue.

Meeting Date: April 12, 2016 Decision: Established Conditions

The City Plan Board found the proposed vacation (map attached) met the criteria cited in R.C.G.O. Section 150.445 (B) and therefore established the following conditions:

1. AT&T shall retain an easement over, under, and through the vacated area for its existing aerial and underground facilities. AT&T has poles, aerial cable and terminals to be serviced as needed. With written consent from AT&T, these facilities may be relocated or abandoned at the expense of the applicant. With written consent from Time Warner Cable these facilities may be relocated or abandoned at the expense of the applicant.
2. Time Warner Cable shall retain an easement over, under, and through the vacated area for its existing facilities.
3. The area shall be marked in a manner acceptable to the City Engineer to indicate that it is not public right-of-way.

In order to complete the vacation of this right-of-way, you must pursue the vacation request through the petition process, or process the request through Common Pleas Court. Either method of pursuing the vacation requested can take a minimum of three to four months to complete.

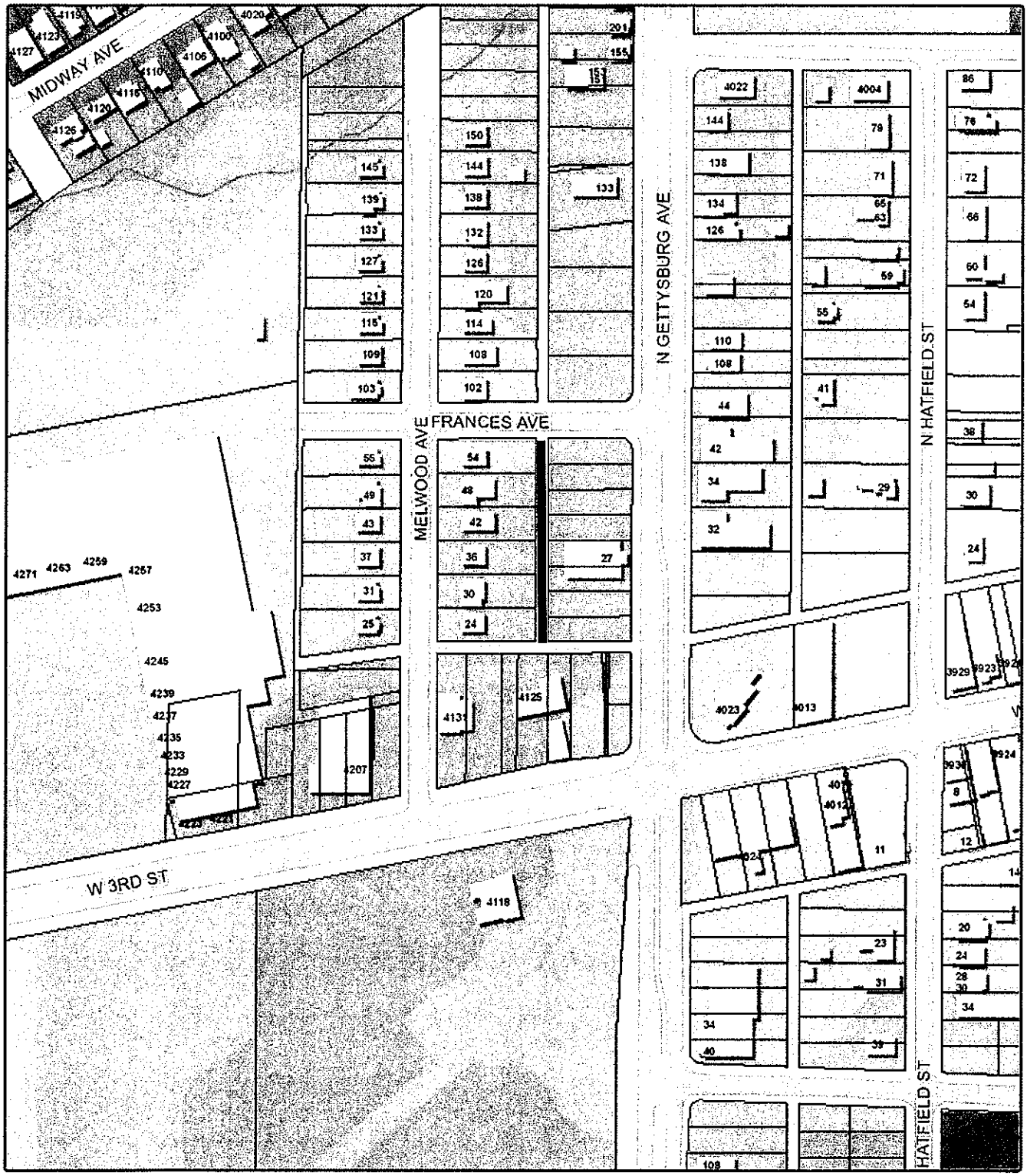
Please contact Tony Kroeger at 937-333-3673 or tony.kroeger@daytonohio.gov if you have any questions.

Sincerely,

Ann Schenking

Ann Schenking, Secretary
City Plan Board

Vacation of the Alley West of North Gettysburg Avenue



City of Dayton
Geographic Information System

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 = 200 feet
5/25/2016

BACK

DRAFT

By ..... No. 921-16

AN INFORMAL RESOLUTION

Supporting House Bill 389, the Ohio Fairness Act, Adding Sexual Orientation and Gender Identity or Expression to the List of Covered Characteristics of Protected Classes.

WHEREAS, The Dayton City Commission believes that every person, regardless of race, gender, ethnicity, age, national origin, marital status, veteran status, sexual orientation, gender identity or expression, has value and is an important part of the City of Dayton; and

WHEREAS, Discrimination in any form is harmful to building and sustaining a community; and

WHEREAS, The City of Dayton enacted Ordinance No. 30698-07 in November 2007, amending the Revised Code of General Ordinances to prohibit discriminatory practices based on sexual orientation or gender identity and expression within the City; and

WHEREAS, House Bill 389, the Ohio Fairness Act, has been introduced in the 131st Ohio General Assembly and expands existing prohibitions on unlawful discriminatory practices to include discriminatory practices on the basis of "sexual orientation" or "gender identity or expression;" and

WHEREAS, House Bill 389 advances Dayton's commitment to creating a community where the value of every human person is supported not only in the law but in actions of both the government and its citizens; and

WHEREAS, House Bill 389 provides important legal protections to citizens throughout the State of Ohio, most of whom are not currently protected by local ordinances regarding discrimination on the basis of sexual orientation, gender identity, or gender expression; now, therefore,

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

Section 1. That the Dayton City Commission supports the 131st Ohio General Assembly HB 389, the Ohio Fairness Act, which adds sexual orientation and gender

identity or expression to the list of covered characteristics of protected classes.

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

BACK