



CITY COMMISSION MEETING AGENDA

CITY COMMISSION

DAYTON, OHIO

JULY 20, 2016

6:00 P.M.

I. AGENDA SCHEDULE

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

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

1. Call Meeting to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Approval of Minutes
6. Communications and Petitions Distribution (if any)
7. Special Awards/Recognition
8. Discussion of City Manager's Recommendations (See Section II)
9. Citizen Comments on City Manager's Recommendations
10. City Commission Action on City Manager's Recommendations
11. Public Hearing: N/A
12. Discussion Item: N/A
13. Comments by Citizens - Please register to speak with the Clerk of Commission - (Non - Calendar items) sign-up sheets at entrance of Commission Chambers
14. Comments by City Manager
15. Comments by City Commission
16. Work Session: **2015 Annual Health Care Cost Review/Update on Employee Wellness Clinic – (S. Dickstein) – 4:30 p.m.**
City Manager's Large Conference Room
17. Miscellaneous (See Section VI)

II. CITY MANAGER RECOMMENDATIONS (Item #8 above)

The following recommendations are offered for City Commission approval.

A. Purchase Orders, Agreements and Contracts:

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

1. Purchase Orders:

MANAGEMENT & BUDGET

A1. Trigen Technologies, Inc. (temporary employment services as needed through 12-31-16)

\$11,000.00

1. (Cont'd):

RECREATION & YOUTH SERVICES

B1. Security Fence Group, Inc. (fencing, related supplies and installation services) **\$14,625.00**

WATER

C1. Tencarva Machinery Company dba Southern Sales (Accelerator circular support beam installed) **54,270.00**

-Depts. of Recreation & Youth Services, Water, and Office of Management & Budget. **Total: \$79,895.00**

2. **RME, LTD. – Contract Modification** – for additional professional marketing and consulting services to proceed with the marketing campaign – Dept. of Economic Development. **\$50,000.00**
(Thru 7/2017)

B. Construction Contracts:

3. **C. G. Construction and Utilities, Inc. – Award of Contract** – for the Forest Grove Avenue and Prescott Avenue Water Main Improvements (15% MBE Goal/15% MBE Achieved) (5% WBE Goal/5% WBE Achieved) (5% SBE Goal/5% SBE Achieved) – Dept. of Water/Water Engineering. **\$992,592.92**
(Thru 1/2018)

4. **Peterson Construction Co. – Award of Contract** – for the Interpoint and Rutledge Sanitary Pump Station Improvements Rebid (Open Market) – Dept. of Water/Water Engineering. **\$561,000.00**
(Thru 12/2017)

D. Neighborhood Agreements:

5. **Mirrah Image Beauty and Wellness Salon – Development Agreement** – for a full service salon at 4259 West Third Street – Dept. of Economic Development. **\$25,000.00**
(Thru 12/2017)

E. Other – Contributions, Etc.:

6. **NAACP – Other** – for the 2016 annual contribution – The Clerk of Commission/City Commission Office. **\$3,500.00**

7. **Sister City Foundation – Other** – for the 2016 annual contribution – The Clerk of Commission/City Commission Office. **\$13,000.00**

VI. MISCELLANEOUS:

ORDINANCE NO. 31504-16

RESOLUTION NO. 6200-16

IMPROVEMENT RESOLUTION NO. 3598-16

INFORMAL RESOLUTION NO. 925-16



City Manager's Report

From 5530 - CS/Purchasing

Date July 20, 2016

Expense Type Purchase Order

Supplier, Vendor, Company, Individual

Total Amount \$79,895.00

Name See Below

Address See Below

Fund Source(s)	Fund Code(s)	Fund Amount(s)
See below	See below	See below

Includes Revenue to the City Yes No Affirmative Action Program Yes No N/A

Description

MANAGEMENT AND BUDGET

- (A1) P1600666 – TRIGEN TECHNOLOGIES, INC., CLOVIS, CA
- Temporary employment services, as needed through 12/31/2016.
 - These services are required to provide temporary staffing to maintain normal operations of the Department of Management and Budget.
 - Rates are in accordance with the City of Dayton's existing price agreement IFB 16001K, with pricing through 12/31/2016.
 - This first purchase order amendment increases the originally authorized amount of \$10,000.00 by \$11,000.00 for a total not to exceed \$21,000.00 and therefore requires City Commission approval.
 - This purchase order amendment is required to supplement staff to ensure the accuracy and integrity of the City's financial data and reporting. The original bid established rates at which this purchase order amendment is written with quantity/consumption to be determined as needed. Therefore, the next lowest bid comparison is not applicable (purchase order amendment recommendation is for the lowest bid). Alternatives to recommending purchase order amendment were not considered because the City has an established price agreement with this company, at which rates this purchase order amendment is written and which honors the competitive procurement process administered by the City of Dayton.
 - The Department of Management and Budget recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016	Other Professional Services	10000-2720-1159-51	\$11,000.00

Signatures/Approval

Approved by City Commission

Division _____

Department _____

City Manager _____

Clerk _____

Date _____

RECREATION AND YOUTH SERVICES(B1) P1601011 – SECURITY FENCE GROUP, INC., HARRISON TOWNSHIP, OH

- Fencing, related supplies and installation services.
- These goods and services are required to repair fencing at Howell Field.
- Four possible bidders were solicited and one bid was received.
- Security Fence Group, Inc. qualifies as a City certified entity.
- The Department of Recreation And Youth Services recommends acceptance of the sole bid.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016	Other Professional Services	41719-6510-1159-56	\$14,625.00

WATER – WATER SUPPLY AND TREATMENT(C1) P1601010 – TENCARVA MACHINERY COMPANY dba SOUTHERN SALES, NASHVILLE, TN

- Accelerator circular support beam, installed.
- This beam and service are required to structurally reinforce equipment at the Miami Water Treatment Plant.
- Tencarva Machinery Company, dba Southern Sales is recommended as the original equipment manufacturer's (OEM) sole regional authorized equipment repair representative.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016	Infrastructure	53004-3430-1424-54-WF1605	\$54,270.00

The aforementioned departments recommend approval of these orders.

CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION
For: FENCING REPLACEMENT AND INSTALLATION SERVICES
Dept./Div.: RECREATION AND YOUTH SERVICES
Requisition No.: 037RYSR6

BIDDER NAME & STREET ADDRESS:		No.:	1
			SECURITY FENCE CO
CITY:		HARRISON TOWNSHIP	
STATE & ZIP:		OH 45414	
Recommended for Award		X	
QUALIFIES FOR LOCAL PREFERENCE?			NO
QUALIFIES FOR CERTIFIED PREFERENCE?			YES
LOCAL / CERTIFIED PREFERENCE A FACTOR IN AWARD?			NO
Item #	ITEM DESCRIPTION	U/M	UNIT COST
<u>PLEASE READ ALL BID/PROPOSAL RESPONSES TO ENSURE THAT ALL INFORMATION RECEIVED FROM VENDOR IS REVIEWED AND USED IN EVALUATION PROCESS</u>			
1	Fencing replacement with installation services	Lot	\$14,625.00
TERMS:			NET 30
F.O.B.:			DEST
DELIVERY:			

● = lowest bid X = vendor selected for award

THE FOLLOWING VENDORS WERE SOLICITED BUT DID NOT BID:

- | | |
|---|--|
| 1. Allied Fence (Local)
Dayton OH 45404 | 3. Bellbrook Fence Co. Inc.
Dayton OH 45419 |
| 2. Wilhoite & Sons Fence Service Inc
Dayton OH 45440 | |



City Manager's Report

2.

From 2600 - Economic Development

Date July 20, 2016

Expense Type Contract Modification

Total Amount \$50,000.00 (thru 07/2017)

Supplier, Vendor, Company, Individual

Name RME, LTD
Address 200 Thuruston Blvd.
Dayton OH 45419

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General Fund	10000-2600-1159-41	\$50,000.00

Includes Revenue to the City Yes No **Affirmative Action Program** Yes No N/A

Description

The Department of Economic Development is requesting approval of Second Amendment to a Professional Services Agreement with RME, LTD. RME, LTD will provide up to \$50,000 in additional professional marketing and consulting services bringing the total contract to \$126,000 for the City of Dayton. In order to advance public space improvements, as well as arts, entertainment and culture strategies associated with the Greater Downtown Dayton Plan, funds will be used to proceed with the marketing campaign, engage community in roll-out of the campaign, as well as coordinate and integrate outcomes associated with the campaign.

The Second Amendment will begin upon execution by the City and expire on July 31, 2017.

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

A Certificate of Funds is attached.

Signatures/Approval

Approved by City Commission

Division _____
Paul R. Weber
Department _____
James D. Clements
City Manager

Clerk

Date

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

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

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

WHEREAS, The City and Consultant entered into a First Amendment to the Professional Services Agreement on April 20, 2016; and,

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

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

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

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

City shall make available to Consultant funds in an amount not to exceed ONE HUNDRED TWENTY-SIX THOUSAND DOLLARS AND ZERO CENTS (\$126,000.00) for the professional services set forth in Attachment A. Disbursements shall be made by the City in accordance with Article 4, “Disbursement of Funds.”

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

This Agreement shall commence upon execution by the City and it shall expire on July 31, 2017, unless terminated or extended by mutual written agreement.

3. Article 4 is deleted in its entirety and replaced with the following:

It is expressly agreed and understood that the total amount to be provided by the City under this Agreement shall not exceed ONE HUNDRED TWENTY-SIX THOUSAND DOLLARS AND ZERO CENTS (\$126,000.00) for the Services provided pursuant to this Agreement. City shall allow Consultant to invoice an amount not to exceed Twelve Thousand Dollars and Zero Cents (\$12,000.00) for Services performed in anticipation of and related to the marketing campaign and events performed from September 2015 to December 2015 prior to execution of the Agreement. The City shall make Ten Thousand Dollars and Zero Cents (\$10,000.00) immediately available upon execution.

Consultant shall submit invoices, not more frequently than monthly, detailing the work completed and documentation of any non-standard costs reimbursable expenses. The invoices shall state the invoice period, total amount requested and a description of the

Services provided during the invoice period in accordance with the Scope of Services in Attachment A.

Signed, legible and explanatory receipts must be kept and submitted for all reimbursable expenses. To receive reimbursement, the non-standard costs and expenses must be appropriate and directly related to the services provided. The costs of alcoholic beverages will not be reimbursed. In the event that Consultant is uncertain if a specific cost or expense would be reimbursable, Consultant shall obtain City's written consent prior to incurring the cost or expense.

Payment will be tendered within thirty (30) days from receipt of the invoice and verification that the Services were performed in a satisfactory manner to the City. All invoices shall detail Services performed and contain supporting documentation substantiating the invoice amount. All Services are subject to verification by the City prior to disbursement of funds.

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

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

CITY OF DAYTON, OHIO

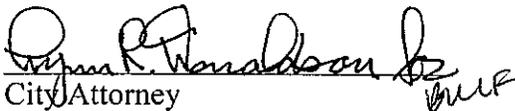
RME LTD.

City Manager

Title: _____

**APPROVED AS TO FORM
AND CORRECTNESS:**

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


City Attorney

_____, 2016

Min. / Bk.: _____ Page: _____

Clerk of the Commission



City Manager's Report

From 3420- Water/Water Engineering

Date July 20, 2016

Expense Type Award of Contract

Supplier, Vendor, Company, Individual

Total Amount \$992,592.92 (thru 1/2018)

Name C.G. Construction and Utilities, Inc.

Address 6891 Germantown Pike
Miamisburg, OH 45342

Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016 Water Capital Funds (Debt)	53806-3445-54-1424-WF1606	\$992,592.92

Includes Revenue to the City Yes No Affirmative Action Program Yes No N/A

Description

FOREST GROVE AVENUE AND PRESCOTT AVENUE WATER MAIN IMPROVEMENTS
(15% MBE GOAL/15% MBE ACHIEVED) (5% WBE GOAL/5% WBE ACHIEVED) (5% SBE GOAL/5% SBE ACHIEVED)

The Department of Water requests permission to enter into an Agreement with C.G. Construction & Utilities, Inc., in the amount of \$992,592.92 for the Forest Grove Avenue and Prescott Avenue Water Main Improvements project. This amount includes the base bid of \$902,357.20 and Alternate No. 1 – Contingency Allowance for \$90,235.72 (10% of the base bid). This project consists of installation of approximately 1,980 linear feet of 8" water main in Forest Grove Avenue from Kensington Avenue to Philadelphia Drive and approximately 2,340 linear feet of 8" water main in Prescott Avenue from Larkspur Drive to Piccadilly Avenue. Work includes the installation of ductile iron pipe and fittings, temporary water system, gate valves, fire hydrants, and doing other work incidental thereto.

Two bids were received for this project on June 23, 2016. After evaluating the bids, C.G. Construction & Utilities, Inc.'s bid was the lowest. The estimated cost for the project (including Alternate No. 1 – Contingency Allowance) was \$1,050,000. The time for contract completion is 180 calendar days following the date set forth in the Notice to Proceed. The expiration date identified on the Certificate of Funds is January 31, 2018.

This project is being fully funded using 2016 Water Capital Funds (Debt). This project supports the Asset Management Capital Reinvestment Program by replacing existing 6" diameter mains in an area targeted for 8" diameter replacement which have a recent break history (27 breaks since 1998).

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.

Division

Michelle A. Simon for MP
Department

City Manager

Signatures/Approval

Approved by City Commission

Clerk

Date



MEMORANDUM

July 6, 2016

TO: Frederick Stovall, Director
Department of Public Works

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

SUBJECT: **Forest Grove and Prescott Avenue Water Main Improvements (15% MBE, 5% WBE and 5% SBE Participation)**

The apparent low bidder, C.G. Construction & Utilities, Inc., submitted a bid utilizing four 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. C.G. Construction & Utilities, Inc.	
A. MINORITY BUSINESS ENTERPRISE	
Tall View Palladium, Inc.	11.22%
W.C. Jones Asphalt Paving Co. Inc	3.78%
B. WOMEN BUSINESS ENTERPRISE	
Brahan LLC.	5.00%
C. SMALL BUSINESS ENTERPRISE	
W.C. Jones Asphalt Paving Co. Inc	3.15%
Grissom Construction	1.85%
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.

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

FOREST GROVE AVENUE AND PRESCOTT
AVENUE WATER MAIN IMPROVEMENTS
(15% MBE, 5% WBE AND
5% SBE PARTICIPATION)

Bidder

C.C. CONSTRUCTION & UTILITIES INC
6891 GERMANTOWN PIKE
MIAMISSBURG, OH 45342
937-866-7166

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:

**FOREST GROVE AVENUE AND PRESCOTT AVENUE WATER MAIN
IMPROVEMENTS**

(15% MBE, 5% WBE, and 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)

FOREST GROVE AVENUE AND PRESCOTT AVENUE
WATER MAIN IMPROVEMENTS
(15% MBE, 5% WBE, AND 5% SBE)

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL \$</u>
202	Pipe Removed	1202	L.F.	2.50	3,005.00
304	Aggregate Base	430	C.Y.	36.00	15,480.00
407	Tack Coat	250	GAL	10.50	2,625.00
442 ODOT	Superpave Asphalt Concrete	400	TONS	175.00	70,000.00
453	Concrete Driveway	1000	S.F.	10.40	10,400.00
499 ODOT	Concrete Base, Fast Set	1300	S.Y.	37.50	48,750.00
608	Concrete Walk	100	S.F.	10.50	1,050.00
609	Barrier Curb	300	L.F.	39.00	11,700.00
614	Maintaining Traffic, Forest Grove Avenue	1	LUMP	3,800.00	3,800.00
614	Maintaining Traffic, Prescott Avenue	1	LUMP	3,800.00	3,800.00
623	Construction Layout Stakes, Forest Grove Avenue	1	LUMP	8,340.00	8,340.00
623	Construction Layout Stakes, Prescott Avenue	1	LUMP	8,340.00	8,340.00
653	Topsoil Furnished and Placed, 4"	100	C.Y.	62.00	6,200.00
659	Seeding and Mulching	1000	S.Y.	6.00	6,000.00
810	Excavation and Backfill, 6" Water with Structural Backfill	370	L.F.	50.00	18,500.00
810	Excavation and Backfill, 8" Water with Structural Backfill	4720	L.F.	45.00	212,400.00

Bid Form (Continued)

FOREST GROVE AVENUE AND PRESCOTT AVENUE
WATER MAIN IMPROVEMENTS
(15% MBE, 5% WBE, AND 5% SBE)

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	TOTAL \$
810	Street Cut Permit, Forest Grove Avenue	1	LUMP	\$ 3,456.00	\$ 3,456.00
810	Street Cut Permit, Prescott Avenue	1	LUMP	\$ 4,147.20	\$ 4,147.20
824	6" Ductile Iron Water Pipe & Fittings	370	L.F.	50.00	18,500.00
824	8" Ductile Iron Water Pipe & Fittings	4720	L.F.	45.00	212,400.00
837	Abandoned, Special (Water Valves)	5	EA.	400.00	2,000.00
840	6" Gate Valve and Appurtenances	13	EA.	760.00	9880.00
840	8" Gate Valve and Appurtenances	20	EA.	1,082.00	21,640.00
843	Fire Hydrant, Installed	14	EA.	2,420.00	33,880.00
843	Fire Hydrant, Removal	7	EA.	585.00	4,095.00
844	6"x6" Water Main Tap	8	EA.	1,470.00	11,760.00
845	Service Replacement, Method "B"	102	EA.	1,133.00	115,566.00
847	Cut & Plug, 4" Water Line	1	EA.	1,078.00	1,078.00
847	Cut & Plug, 6" Water Line	11	EA.	1,115.00	12,265.00
847	Cut & Plug, 8" Water Line	2	EA.	1,575.00	3,150.00
SP-1	Temporary Water System, Prescott Avenue	1	EA.	18,150.00	18,150.00

Bid Form (Continued)

FOREST GROVE AVENUE AND PRESCOTT AVENUE
WATER MAIN IMPROVEMENTS
(15% MBE, 5% WBE, AND 5% SBE)

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

ALTERNATE NO. 1
CONTINGENCY ALLOWANCE

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

<u>ITEM</u> <u>NO.</u>	<u>DESCRIPTION</u>	<u>EST.</u> <u>QUANT.</u>	<u>UNIT</u>	<u>UNIT</u> <u>PRICE</u>	<u>TOTALS</u>
A-1	Contingency Allowance	1	LUMP	90,235. ⁷²	90,235. ⁷²
TOTAL ALTERNATE NO. 1				\$ 90,235. ⁷²	

Bid Form (Continued)

FOREST GROVE AVENUE AND PRESCOTT AVENUE
WATER MAIN IMPROVEMENTS
(15% MBE, 5% WBE, AND 5% SBE)

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

<u>DESCRIPTION</u>	<u>CONSIDERATION FOR MATERIALS</u>	<u>CONSIDERATION FOR OBLIGATIONS</u>	<u>TOTAL \$</u>
TOTAL BASE BID	\$ <u>586,532.²⁰</u>	\$ <u>315,825.⁰⁰</u>	\$ <u>902,357.²⁰</u>
TOTAL ALT. NO 1 (Contingency Allowance)	\$ <u>- 0 -</u>	\$ <u>90,235.⁷²</u>	\$ <u>90,235.⁷²</u>

The time of completion fixed by the City is 180 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."

<u>NAME</u>	<u>ADDRESS</u>
<u>No Person or Party Other than the Bidder is interested in this Bid</u>	

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.

C.G. Construction and Utilities, Inc.

City of Dayton

Barrett Paving

Oakley Blacktop

Mechanic's Lien filed

Mediation

Issue resolved

Bidder is

An Individual
Firm Name

Business Address

Telephone

Partnership
Firm Name

Members of Firm and
Their Business Address

Corporation
Name

State of Incorporation

Name and Title of
Officers with Authority
to Sign Contract

Home Office Address

Local Address

Telephone

C. G. CONSTRUCTION & UTILITIES, INC

OHIO

MARY L. S. GETTER - PRESIDENT

CARL B. GETTER - VICE - PRESIDENT

10891 GERMAN TOWN AVE

MIAMISBURG, OH 45342

Telephone 937-866-7160

Fax 937-865-9271

E-mail undergroundmancg@brcwoh.rr.com

Federal I.D.# 31-1666913

Dated this 23rd day of JUNE, 2016

Bidder: C. G. CONSTRUCTION & UTILITIES, INC
(Person, Firm, or Corporation)

By: Mary S. Getter

Title: President

N/A

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

_____ Certified Check

_____ Cashier's Check

Amount _____ Dollars

on _____ Bank

of _____ is Attached

Bidder

Cash in the amount of _____
Dollars is attached.

Bidder

BID BOND

Amount \$ 10% of Total Amount Bid

We, the undersigned, are held and firmly bound unto the City of Dayton, Ohio in the sum of 10% of Total Amount Bid Dollars, for the payment of which well and truly to be made, we hereby, jointly and severally, bind ourselves, our heirs, executors, and administrators, firmly by these presents.

The condition of this obligation is such that, if the Bid attached hereto is accepted and the Contract award to the bidder, C.G. Construction & Utilities, 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 23rd day of June, 20 16.

C.G. Construction & Utilities, Inc.
By Mary D. Gutter
Bidder

Hudson Insurance Company
Susan E. Hurd
Surety
Susan E. Hurd, Attorney-in-Fact

Hylant Group, Inc.
Name of Insurance Agency
565 Metro Place South, Ste 450, Dublin OH 43017
Address of Insurance Agency

Telephone 614-932-1200 FAX 614-932-1299



BID BOND POWER OF ATTORNEY

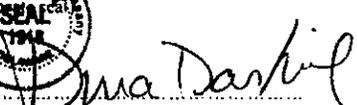
KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

**Joel E. Speckman and Kristine Cwik of the State of Illinois
Heather M. Johnson of the State of Michigan
Susan E. Hurd and Vicki S. Duncan of the State of Ohio**

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

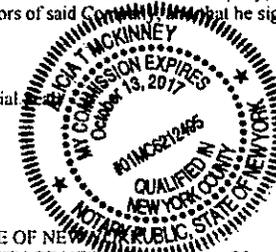
In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly attested on this 11th day of March, 2015 at New York, New York.

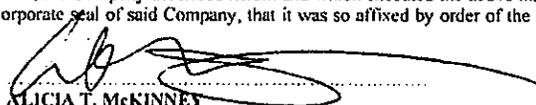
Attest: 
Dina Daskalakis, Corporate Secretary

HUDSON INSURANCE COMPANY
By: 
Michael P. Gleeson, Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 11th day of March, 2015 before me personally came Michael P. Gleeson to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company and that he signed his name thereto by like order.

(Notarial: 
ALICIA T. MCKINNEY
NY COMMISSION EXPIRES
October 13, 2017
#01MC6212495
QUALIFIED IN
NEW YORK COUNTY
NOTARY PUBLIC STATE OF NEW YORK


ALICIA T. MCKINNEY
Notary Public, State of New York
No. 01MC6212495
Qualified in New York County
Commission Expires October 13, 2017

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

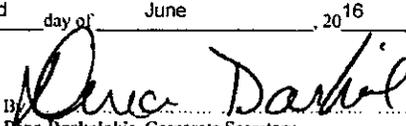
The undersigned Dina Daskalakis hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

“RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company’s surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company’s seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company’s surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company’s seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.”

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Company this 23rd day of June, 2016
By: 
Dina Daskalakis, Corporate Secretary



HUDSON INSURANCE COMPANY
SHORT FORM FINANCIAL STATEMENT
AS OF DECEMBER 31, 2015

ASSETS

Bonds	\$	313,923,605
Real estate		0
Cash on hand and on deposit		35,557,494
Reinsurance Receivable		200,109,086
FIT recoverable (including net deferred tax asset)		34,744,519
Aggregate write-ins for other than invested assets		192,627,845
Deferred premiums, agents' balances and installments booked but deferred and not yet due (including earned but unbilled premiums)		35,713,328
Stocks		245,607,541
Other Assets		24,533,005
	\$	<u>1,082,816,423</u>

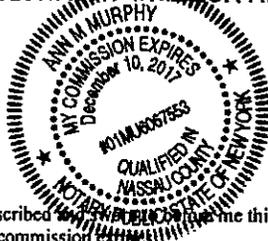
LIABILITIES & SURPLUS

Losses	\$	146,286,447
Loss adjustment expense		18,454,858
Other expenses		28,091,293
Unearned premiums		40,802,657
Ceded reinsurance premiums payable		310,160,451
Payable to parent, subsidiaries and affiliates		13,569,855
Commissions payable, contingent commissions and other similar charges		13,282,826
Other Liabilities		<u>54,299,972</u>
	\$	624,948,359
Preferred and Common capital stock	\$	7,500,238
Gross paid in and contributed surplus		293,480,097
Unassigned funds (surplus)		<u>156,887,729</u>
Surplus as regards policyholders	\$	<u>457,868,064</u>
	\$	<u>1,082,816,423</u>

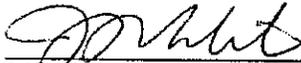
STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

I, the undersigned Senior Vice President and Chief Financial Officer of Hudson Insurance Company hereby certify the foregoing to be a short form financial statement in the form of a balance sheet, showing the Company's assets and liabilities on a provisional basis, at the close of business on December 31, 2015.

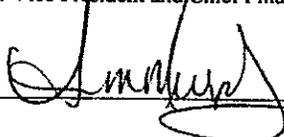
IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 2nd day of March, 2016.

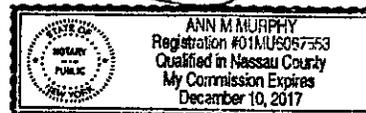


Subscribed and sworn to before me this 2nd day of March 2016
My commission expires



John Verbich
Senior Vice President and Chief Financial Officer





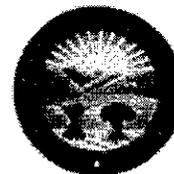
Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

John R. Kasich - Governor

Mary Taylor - Lt. Governor/Director

Certificate of Compliance



Issued 03/28/2016

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

HUDSON INSURANCE COMPANY

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

Section 3929.01 (A)

Aircraft
Allied Lines
Boiler & Machinery
Burglary & Theft
Collectively Renewable A & H
Commercial Auto - Liability
Commercial Auto - No Fault
Commercial Auto - Physical Damage
Credit
Credit Accident & Health
Earthquake
Fidelity
Financial Guaranty
Fire
Glass
Group Accident & Health
Guaranteed Renewable A & H

Inland Marine
Medical Malpractice
Multiple Peril - Commercial
Multiple Peril - Farmowners
Multiple Peril - Homeowners
Noncancellable A & H
Nonrenew- Stated Reasons (A&H)
Ocean Marine
Other
Other Accident only
Other Liability
Private Passenger Auto - Liability
Private Passenger Auto - No Fault
Private Passenger Auto - Physical Damage
Surety
Workers Compensation

HUDSON INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2015 that it has admitted assets in the amount of \$1,082,816,423, liabilities in the amount of \$624,948,359, and surplus of at least \$457,868,064.

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



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, MARY L. S. GETTER hereby certify that C.A.
(print name – an Officer of the company)

CONSTRUCTION & UTILITIES, INC meets the following Contractor requirements relating
(company)

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

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

Title: President

Date: June 23, 2010

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.}

HEALTH & WELFARE

PENSION

APPRENTICESHIP

ADMINISTRATIVE

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.

I.U.O.E. LOCAL #18
APPRENTICESHIP PROGRAM

OHIO LABORER'S APPRENTICESHIP
TRAINING PROGRAM LOCAL #1410

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

W.C. JONES ASPHALT

DRAHAN, LLC

TALLMAN PALLADIUM

GRISSOM CONSTRUCTION

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.

W.C. JONES ASPHALT PAVING _____

BRAMAN, LLC _____

GROSSOM CONST. _____

TALLVIEW PALLADIUM _____

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: MIAMISBURG

MARY L.S. GETTER being duly sworn, deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of CG CONSTRUCTION & UTILITIES, 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: Mary L.S. Getter
Title: President

STATE OF OHIO,
COUNTY OF Ohio, ss:

Sworn to before me and subscribe in my presence by Mary L.S. Getter
this 23 day of June, 2016.



JEREMY D. COURTNEY
NOTARY PUBLIC
IN AND FOR THE STATE OF OHIO
MY COMM. EXPIRES APRIL 30, 2020

Jeremy D. Courtney
Notary Public

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

STATE OF OHIO

COUNTY OF MONTGOMERY }

SS: MIAMI SBURG

MARY L. S. GETTER, being first duly sworn deposes and states that:

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

C.G. CONSTRUCTION & UTILITIES, 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 22 day of June, 2016.

Jeremy D. Courtney
NOTARY PUBLIC



JEREMY D. COURTNEY
NOTARY PUBLIC
IN AND FOR THE STATE OF OHIO
MY COMM. EXPIRES APRIL 30, 2020

Mary L. S. Getter
SIGNED
President
TITLE

**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: FOREST GROVE AVENUE AND PRESCOTT AVENUE WATER MAIN IMPROVEMENTS DAYTON, OH
NAME (5% MBE, 5% WBE & 5% SBE PARTICIPATION) LOCATION

During the performance of this contract:

CG CONSTRUCTION & UTILITIES, INC 6091 GERMANTOWN PL. N. W. OH 45342 9378667166/93786
CONTRACTOR ADDRESS TELEPHONE / FAX 9271

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

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

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

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

The required goals and timetables are as follows:

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

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

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

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

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

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

- 2.) **Specific Affirmative Action Steps.** A contractor subject to Part I, must engage in Affirmative Action directed at increasing minority and female utilization, which is at least as extensive and as specific as the following steps:
- a) The contractor shall notify community organizations that the contractor has employment opportunities available and shall maintain records of the organizations' responses.
 - b) The contractor shall maintain a file of the names and addresses of each minority and female referred and what action was taken with respect to each referred worker. If the worker was not employed, the reason therefor. If the worker was not sent to the union hiring hall for referral, the contractor's file shall document this and the reasons therefor.

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

o) The successful contractor shall solicit bids for work to be performed on this project under a subcontract from minority and female contractors and other business associations.

3.) Nothing herein is intended to relieve any contractor during the term of this project from compliance with any other local bid requirements. Further, it shall be the responsibility of each contractor to comply with all terms, conditions, and provisions of the Affirmative Action Programs.

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

CONTRACTOR'S CERTIFICATION

C.G. CONSTRUCTION & UTILITIES, INC (Contractor)
certifies that:

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

OPERATING ENGINEERS
LABORERS

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

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

SIGN:



(Signature of Authorized Representative of Bidder)

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

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

Project Name:

FOREST GROVE AVENUE AND PRESOTT AVENUE (WATER MAIN IMPROVEMENTS)
 (15% MBE, 5% WBE and 5% SBE PARTICIPATION)

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

		Please Check One				Type of Service or Supply to be Provided	Type of Construction Work to be Performed
Firm Name, Tax I.D. Number and Mailing Address	Prime Contract Bid	Joint Venture Bid	Supply or Service Subcontract	Construction Subcontract			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Certified Business Firm Name:	<u>W.C. HOWES ASPHALT PAVING CO. INC.</u>						<u>ASPHALT PAVING</u>
Tax I.D. Number:	<u>31-0955590</u>						
Street Address:	<u>905 S. BROADWAY ST.</u>						
City/State/ Zip Code:	<u>DAYTON, OH 45417</u>						
Phone (area code/#):	<u>937-228-1253</u>						
E-mail:							
Total \$ Amount of PRIME CONTRACTOR'S Base Bid:		<u>902,357.00</u>	Total \$ to subcontract		<u>34,109.10</u>	Total % subcontract: <u>3.78%</u>	
C.G. CONSTRUCTION & UTILITIES, INC.							
PRIME CONTRACTOR'S REPRESENTATIVE				Street Address			
Print Name:	<u>MARY L S GETTER</u>			<u>10891 GERMANTOWN PK</u>			
Sign Name:	<u>Mary L S Getty</u>			City/State/Zip			
				<u>MIAMISBURG, OH 45342</u>			

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

Project Name:

FOREST GROVE AVENUE AND PRESSCOTT AVENUE WATER MAIN IMPROVEMENTS
 (15% MBE, 5% WBE AND 5% SBE PARTICIPATION)

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

Please Check One						
Firm Name, Tax I.D. Number and Mailing Address	Prime Contract Bid	Joint Venture Bid	Supply or Service Subcontract	Construction Subcontract	Type of Service or Supply to be Provided	Type of Construction Work to be Performed
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Certified Business Firm Name:	<u>W.C. JONES ASPHALT PAVING,</u>					<u>ASPHALT PAVING</u>
Tax I.D. Number:	<u>31-0955590</u>					
Street Address:	<u>905 S. BROADWAY ST.</u>					
City/State/ Zip Code:	<u>DAYTON, OH 45417</u>					
Phone (area code/##):	<u>937-228-1253</u>					

Total \$ Amount of PRIME CONTRACTOR'S Base Bid: 907,357.20 Total \$ to subcontract 28,424.25 Total % subcontract: 3.15%
C.G. CONSTRUCTION & UTILITIES, INC

PRIME CONTRACTOR'S REPRESENTATIVE		Subcontractor	
Print Name:	<u>MARY L S GETTER</u>	Street Address	<u>16891 GERMANTOWN PK</u>
Sign Name:	<u>Mary L Getter</u>	City/State/Zip	<u>MIAMISBURG, OH 45342</u>

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

Project Name:

FOREST GROVE AVENUE AND PRESSCOTT AVENUE WATER MAIN IMPROVEMENTS
 (15% MBE, 5% WBE AND 5% SBE PARTICIPATION)

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

		Please Check One				Type of Service or Supply to be Provided	Type of Construction Work to be Performed
Firm Name, Tax I.D. Number and Mailing Address	Prime Contract Bid	Joint Venture Bid	Supply or Service Subcontract	Construction Subcontract			
Certified Business Firm Name: <u>BRAHAN, LLC</u> Tax I.D. Number: <u>27-2019673</u> Street Address: <u>7723 TYLER'S PLACE BLVD. #138</u> City/State/ Zip Code: <u>WEST CHESTER, OH 45069</u> Phone (area code/#): <u>513-706-0492</u> E-mail:		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	PIPE	
Total \$ Amount of PRIME CONTRACTOR'S Base Bid: <u>902,357.20</u> <u>C.G. CONSTRUCTION & UTILITIES, INC</u>		Total \$ to subcontract <u>45,124.56</u>		Total % subcontract: <u>5%</u>			
PRIME CONTRACTOR'S REPRESENTATIVE		Street Address <u>16891 GERMANTOWN PK</u>		City/State/Zip <u>MIAMISSBURG, OH 45342</u>			
Print Name:	<u>MARY L S GETTER</u>						
Sign Name:	<u>Mary L S Gitter</u>						

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

Project Name:

FOREST GROVE AVENUE AND PRESCOTT AVENUE (WATER MAIN IMPROVEMENTS)
 (15% MBE, 5% WBE AND 5% SBE PARTICIPATION)

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

Please Check One						
Firm Name, Tax I.D. Number and Mailing Address	Prime Contract Bid <input type="checkbox"/>	Joint Venture Bid <input type="checkbox"/>	Supply or Service Subcontract <input checked="" type="checkbox"/>	Construction Subcontract <input type="checkbox"/>	Type of Service or Supply to be Provided	Type of Construction Work to be Performed
Certified Business Firm Name:	TALLVIEW PALACIUM, INC.				TRUCKING AGGREGATE	
Tax I.D. Number:	31-1674989					
Street Address:	2734 ARMSTRONG LANE					
City/State/ Zip Code:	DAYTON, OH 45414					
Phone (area code/#):	937-263-8586					
E-mail:						

Total \$ Amount of PRIME CONTRACTOR'S Base Bid: 902,357.20 Total \$ to subcontract 101,243.75 Total % subcontract: 11.22%
 C.G. CONSTRUCTION & UTILITIES, INC.

PRIME CONTRACTOR'S REPRESENTATIVE		Street Address
Print Name:	MARY L S GETTER	10891 GERMANTOWN PK
Sign Name:	<i>Mary L S Getter</i>	
		City/State/Zip
		MIAMISBURG, OH 45342

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

Project Name:

FOREST GROVE AVENUE AND PRESOTT AVENUE WATER MAIN IMPROVEMENTS
 (5% MBE, 5% WBE and 5% SBE PARTICIPATION)

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

Please Check One						Type of Service or Supply to be Provided	Type of Construction Work to be Performed
Firm Name, Tax I.D. Number and Mailing Address	Prime Contract Bid	Joint Venture Bid	Supply or Service Subcontract	Construction Subcontract			
Certified Business Firm Name: <u>GRISSOM CONSTRUCTION</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<u>CONCRETE DRIVEWAY, WALK & CURB</u>	
Tax I.D. Number: <u>26-4021142</u>							
Street Address: <u>8333 N. MULBERRY GROVE HAYSTACK BL.</u>							
City/State/ Zip Code: <u>COVINGTON, OH 45318</u>							
Phone (area code/#): <u>937-773-2475</u>							
E-mail:							

Total \$ Amount of PRIME CONTRACTOR'S Base Bid: 902,357.20 Total \$ to subcontract 16,700.00 Total % subcontract: 1.85%
C.G. CONSTRUCTION & UTILITIES, INC

PRIME CONTRACTOR'S REPRESENTATIVE		PRIME CONTRACTOR'S REPRESENTATIVE	
Print Name: <u>MARY L S GETTER</u>	Street Address: <u>10891 GERMANTOWN PK</u>		
Sign Name: <u>Mary L Getter</u>	City/State/Zip: <u>MIAMISBURG, OH 45342</u>		

WAIVER REQUEST DOCUMENTED ACTIVITY FORM

Date JUNE 23, 2016

Project: FOREST GROVE AVE & PRESCOTT AVE - WATER MAIN IMPROVEMENT
(15% MBE, 5% WBE & 5% SBE PART) Participation Goal (list only one): N/A

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

Check if completed	Activity Description
	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:	<u>C.G. CONSTRUCTION & UTILITIES INC.</u>

1100-1 6/23/16



City Manager's Report

4.

From 3420- Water/Water Engineering

Date July 20, 2016

Expense Type Award of Contract

Supplier, Vendor, Company, Individual

Total Amount \$561,000.00 (thru 12/2017)

Name Peterson Construction Co.

Address 18817 SR 501 N.
Wapakoneta, OH 45895

Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016 Sanitary Capital Funds (Cash)	55002-3445-1424-54-SF1602	\$561,000.00

Includes Revenue to the City Yes No Affirmative Action Program Yes No N/A

Description

**INTERPOINT AND RUTLEDGE SANITARY PUMP STATION IMPROVEMENTS REBID
(OPEN MARKET)**

The Department of Water requests permission to enter into an Agreement with Peterson Construction Co., in the amount of \$561,000.00 for the Interpoint and Rutledge Sanitary Pump Station Improvements project. This amount includes the base bid of \$510,000.00 and Alternate No. 1 - Contingency Allowance for \$51,000.00 (10% of the base bid). This project consists of replacing the existing Interpoint and Rutledge Sanitary Pump Stations with submersible prepackaged, completely assembled duplex pump stations and doing other work incidental thereto.

Two bids were received for this project on June 16, 2016. After evaluation, Peterson Construction Co.'s bid was the lowest. The estimated cost for the project (including Alternate No. 1 - Contingency Allowance) was \$550,000.00. The time for contract completion is December 31, 2016. The expiration date identified on the Certificate of Funds is December 31, 2017.

This project is being funded using 2016 Sanitary Capital Funds (Cash). This project supports the Asset Management Capital Reinvestment Program by replacing existing sanitary pump stations with a recent history of failure.

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.

Signatures/Approval

Approved by City Commission

Division

Michelle D. Simmons for MP
Department

Clerk

City Manager

Date

CERTIFICATE OF FUNDS

CT 161473

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

 New Contract
 Renewal Contract
 Change Order

Contract Start Date	07/20/16
Expiration Date	12/31/17
Original Commission Approval	\$ 561,000.00
Initial Encumbrance	\$ 561,000.00
Remaining Commission Approval	\$ -
Original CT/CF	-
Increase Encumbrance	\$ -
Decrease Encumbrance	\$ -
Remaining Commission Approval	\$ -

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

Amount: <u> \$561,000.00 </u> Fund Code <u>55002 - 3445 - 1424 - 54 - SF1602 -</u> <div style="display: flex; justify-content: space-between; font-size: 8pt;"> FundOrgAcctProgActLoc </div>	Amount: <u> </u> Fund Code <u> </u> <div style="display: flex; justify-content: space-between; font-size: 8pt;"> FundOrgAcctProgActLoc </div>
Amount: <u> </u> Fund Code <u> </u> <div style="display: flex; justify-content: space-between; font-size: 8pt;"> FundOrgAcctProgActLoc </div>	Amount: <u> </u> Fund Code <u> </u> <div style="display: flex; justify-content: space-between; font-size: 8pt;"> FundOrgAcctProgActLoc </div>

Attach additional pages for more FOAPALs

Vendor Name: Peterson Construction Co.

Vendor Address: 18817 SR 501 N. Wapakoneta, Ohio 45895
Street City State Zipcode + 4

Federal ID: 34-1342365

Commodity Code: 96869

Purpose: Award of Contract for Interpoint and Rutledge Sanitary Pump Station Improvements Rebid (Open Market)

Contact Person: Lisa Burton-Yates Water/Water Engineering 7/5/2016
Department/Division Date

Originating Department Director's Signature: *Michelle A. Ammons for MP*

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.

<u><i>[Signature]</i></u> Finance Director Signature	<u>7-11-16</u> Date	
<u><i>[Signature]</i></u> CF Prepared by	<u>7/8/16</u> Date	<u>CT 161473</u> CF/CT Number

SA 7/8/16
 READ 7/18/16



MEMORANDUM

June 30, 2016

TO: Frederick Stovall, Director
Department of Public Works

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

SUBJECT: **Interpoint and Rutledge Sanitary Pump Station Improvements
(OM)**

The apparent low bidder, Peterson Construction Company, has been reviewed. The HRC contract compliance analysis of the bids submitted verified the company is an approved bidder in the City of Dayton Affirmative Action Assurance program and that the authorized representative signed the Contractor's Certification to indicate fair hiring practices. The recommended company to receive the aforementioned construction award is Peterson Construction Company.

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

Recd

JUN 03 2016

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 Interpoint and Rutledge Sanitary Pump
Station Improvements Rebid
(OPEN MARKET)

Bidder Peterson Construction Company
18817 SR 501 North
Wapakoneta, OH 45895

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:

INTERPOINT AND RUTLEDGE SANITARY PUMP STATION IMPROVEMENTS
REBID
(OPEN MARKET)

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

Bid Form (Continued)

**INTERPOINT AND RUTLEDGE SANITARY
PUMP STATION IMPROVEMENTS REBID
(OPEN MARKET)**

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	TOTAL \$
SP-1	Remove Existing Pumps, Interpoint	1	LUMP	10,000.00	10,000.00
SP-1	Remove Existing Pumps, Rutledge	1	LUMP	10,000.00	10,000.00
SP-2	Pump Station Replacement, Interpoint	1	LUMP	226,000.00	226,000.00
SP-2	Pump Station Replacement, Rutledge	1	LUMP	257,000.00	257,000.00
SP-3	Bypass Pumping, Interpoint	1	LUMP	4,000.00	4,000.00
SP-3	Bypass Pumping, Rutledge	1	LUMP	3,000.00	3,000.00
				_____	_____
				_____	_____
				_____	_____
TOTAL BASE BID				\$	510,000.00

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

ALTERNATE NO. 1
CONTINGENCY ALLOWANCE

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

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL \$</u>
A-1	Contingency Allowance (Shall equal 10% of the Contractor's Total Base Bid)	1	LUMP	51,000.00	51,000.00
TOTAL ALTERNATE NO. 1				\$	51,000.00

**INTERPOINT AND RUTLEDGE SANITARY
PUMP STATION IMPROVEMENTS REBID
(OPEN MARKET)**

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

<u>DESCRIPTION</u>	<u>CONSIDERATION FOR MATERIALS</u>	<u>CONSIDERATION FOR OBLIGATIONS</u>	<u>TOTAL \$</u>
TOTAL BASE BID	\$ 310,000.00	\$ 200,000.00	\$ 510,000.00
TOTAL ALT. NO 1 (Contingency Allowance)	\$ - 0 -	\$ 51,000.00	\$ 51,000.00

The time of completion fixed by the City is December 31, 2016.

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

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 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

Peterson Construction Company

State of Incorporation

Ohio

Name and Title of
Officers with Authority
to Sign Contract

Donald J. Bergfeld, President

Douglas J. Crusey, Vice President

Home Office Address

18817 SR 501 N., Wapakoneta, OH 45895

Local Address

Telephone 419-941-2233

Fax 419-941-2244

E-mail dbergfeld@petersonconstructioncompanyco.com

Federal I.D.# 34-1342365

Dated this 16th day of June, 2016

Bidder: Peterson Construction Company

(Person, Firm, or Corporation)

By:

Title: Donald J. Bergfeld, 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

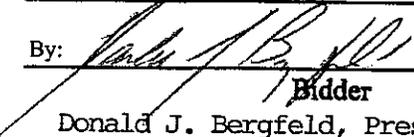
Amount \$ 57,000.00

We, the undersigned, are held and firmly bound unto the City of Dayton, Ohio in the sum of Fifty Seven Thousand 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, Peterson Construction Company, 18817 S.R. 501 N., Wapakoneta, OH 45895-0558 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 16th day of June, 2016.

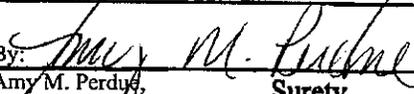
Peterson Construction Company

By: 

Bidder

Donald J. Bergfeld, President

Ohio Farmers Insurance Company

By: 

Amy M. Perdue,
Attorney-In-Fact

Surety

Overmyer Hall Associates

Name of Insurance Agency

1600 W. Lane Avenue, Suite 200, Columbus, OH 43221

Address of Insurance Agency

Telephone 614-453-4400 **FAX** 614-326-0132

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 04/17/15, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 3406282 10

General Power of Attorney

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

CERTIFIED COPY

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 GREGORY R. OVERMYER, AMY M. PERDUE, NANCY SANTHO, JACK KEHL, STEPHANIE M. WHITE, JOINTLY OR SEVERALLY

of COLUMBUS 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, recognizances, undertakings, or other instruments or contracts of suretyship-

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 17th day of APRIL, A.D., 2015.

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

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

State of Ohio County of Medina ss.:

On this 17th 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



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 16th day of

June, A.D., 2016



Frank A. Carrino Secretary

**FINANCIAL
Statement**

Ohio Farmers Insurance Co.

December 31, 2015

Westfield Center, Ohio 44251-5001

OHIO FARMERS INSURANCE COMPANY

BALANCE SHEET

December 31, 2015

(in thousands)

Cash, cash equivalents, and short term investments	34,115
Bonds	441,746
Stocks	1,895,260
Real estate	59,350
Agents' balances and uncollected premiums, net	119,814
Other admitted assets	<u>150,788</u>
Total admitted assets	<u>2,701,073</u>
Reserve for unearned premiums	164,212
Reserve for unpaid losses and loss expenses	293,709
Reserve for taxes and other liabilities	<u>248,010</u>
Total liabilities	703,931
Capital stock	0
Surplus	<u>1,997,142</u>
Total surplus	1,997,142
Total liabilities and surplus	<u>2,701,073</u>

State of Ohio

ss:

County of Medina

The undersigned, being duly sworn, says: That he is National Surety Leader - Surety Operations of Ohio Farmers Insurance Company, Westfield Center, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety Company by virtue of the Laws of the State of Ohio and authorized to do business in the State of ...Ohio..... and has duly complied with all the requirements of the laws of said State applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December, 2015.

Attest:

Frank Carrino

Frank A. Carrino
Group Legal Leader, Secretary

Dennis P. Baus

Dennis P. Baus
National Surety Leader
Surety Operations



Sworn to before me this 10th day of February A.D. 2016.

My Commission Does Not Expire
Sec. 147.03 Ohio Revised Code

David A. Kotnik

David A. Kotnik
Attorney at Law
Notary Public - State of Ohio



BD5402 B

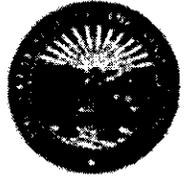
Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

John R. Kasich - Governor

Mary Taylor - Lt. Governor/Director

Certificate of Compliance



Issued 06/04/2015

Effective 07/01/2015

Expires 06/30/2016

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

OHIO FARMERS INSURANCE COMPANY

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

Section 3929.01 (A)

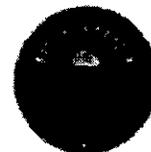
Accident & Health	Inland Marine
Aircraft	Medical Malpractice
Allied Lines	Multiple Peril - Commercial
Boiler & Machinery	Multiple Peril - Farmowners
Burglary & Theft	Multiple Peril - Homeowners
Collectively Renewable A & H	Noncancellable A & H
Commercial Auto - Liability	Nonrenew- Stated Reasons (A&H)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

OHIO FARMERS INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2014 that it has admitted assets in the amount of \$2,595,105,375, liabilities in the amount of \$692,655,841, and surplus of at least \$1,902,449,534.

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



CITY OF DAYTON, OHIO
Department of Public Works

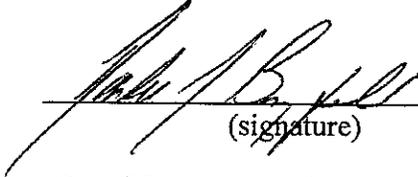
Responsible Contractor Bidding Requirements
(Form 1 of 3)

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

Peterson Construction Company meets the following Contractor requirements relating
(company)

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

- Comply with all City of Dayton income tax obligations and requirements
- Maintain worker's compensation insurance for all employees as required by the State of Ohio
- Comply with State or Federal prevailing wage rate laws, as applicable and required by the funding of this project
- Comply with the State of Ohio Bureau of Worker's Compensation Drug Free Workplace Policy
- Made a good faith effort to contract with one or more qualified minority business enterprises to perform work required by this project, in accordance with bid documents, ordinances, and applicable Federal and State law

By: 
(signature)

Title: Donald J. Bergfeld, President

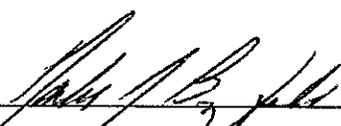
Date: June 16, 2016

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 Auglaize, ss:

Donald J. Bergfeld being duly sworn, deposes and states as follows:

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

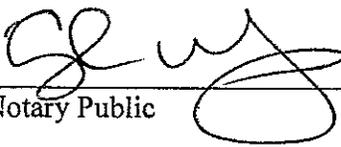
By: 
Title: Donald J. Bergfeld, President

STATE OF OHIO,
COUNTY OF Auglaize, ss:

Sworn to before me and subscribe in my presence by Donald J. Bergfeld
this 16th day of June, 2016



CHERYL GOETZ
Notary Public, State of Ohio
My Commission Expires 7-30-19


Notary Public

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: Interpoint and Rutledge Sanitary Pump Improvements, Dayton, Ohio
NAME LOCATION

During the performance of this contract:

<u>Peterson Construction Company</u>	<u>18817 SR 501 N., Wapakoneta, OH</u>	<u>419-941-2233/419-941-2244</u>
CONTRACTOR	ADDRESS	TELEPHONE / FAX

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

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

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

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

The required goals and timetables are as follows:

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

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

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

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

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

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

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

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

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

o) The successful contractor shall solicit bids for work to be performed on this project under a subcontract from minority and female contractors and other business associations.

3.) Nothing herein is intended to relieve any contractor during the term of this project from compliance with any other local bid requirements. Further, it shall be the responsibility of each contractor to comply with all terms, conditions, and provisions of the Affirmative Action Programs.

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

CONTRACTOR'S CERTIFICATION

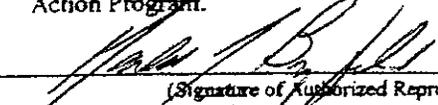
Peterson Construction Company (Contractor)
certifies that:

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

Laborers	_____
Carpenters	_____
_____	_____
_____	_____
_____	_____
_____	_____

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)
Donald J. Bergfeld, President

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

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

Project Name: _____

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

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

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

Check if completed	Activity Description
	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:	

1872-3-11-83



City Manager's Report

5.

From 2600 - Economic Development

Date July 20, 2016

Expense Type Development Agreement

Total Amount \$25,000.00 (thru 12/2017)

Supplier, Vendor, Company, Individual

Name Mirrah Image Beauty and Wellness Salon

Address 1618 Vancouver Drive
Dayton, Ohio 45406

Fund Source(s)	Fund Code(s)	Fund Amount(s)
West Dayton Development Trust Fund	22502-2600-1221-41	\$25,000.00

Includes Revenue to the City Yes No **Affirmative Action Program** Yes No N/A

Description

The Department of Economic Development is requesting approval of a West Dayton Development Trust Fund Grant Agreement funding \$25,000 to the Mirrah Image Beauty and Wellness Salon ("Company"), located at 4259 West Third Street in the Westtown Shopping Center.

The Company will invest approximately One Hundred Ten Thousand Dollars and Zero Cents (\$110,000.00) for leasehold improvements, purchase of furniture and fixtures and other approved business activities associated the establishment of a full service beauty and wellness salon. City funding is capped at the lesser of \$25,000 or twenty-three percent (23%) of the total Project costs.

The funds will be used by the Company to create a full-service beauty and wellness salon at 4259 West Third Street, Dayton, Ohio dedicated to the development of comprehensive wellness programs designed to benefit existing and future residents of the area. The proposed project is located in the Arlington neighborhood within the Southwest Land Use District.

The Agreement will commence upon execution by the City and expire December 31, 2017.

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

A map and a Certificate of Funds are attached.

Signatures/Approval

Division _____

Paul P. Weber

Department _____

James D. Clements

City Manager

Approved by City Commission

Clerk _____

Date _____

CERTIFICATE OF FUNDS

CT 16 1474

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

 x New Contract Renewal Contract Change Order

Contract Start Date	upon execution
Expiration Date	12/31/17
Original Commission Approval	\$ 25,000.00
Initial Encumbrance	\$ 25,000.00
Remaining Commission Approval	\$ -
Original CT/CF	
Increase Encumbrance	\$ -
Decrease Encumbrance	\$ -
Remaining Commission Approval	\$ -

Required Documentation

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

Amount: <u> \$ 25,000.00 </u> Fund Code <u>22502 - 2600 - 1221 - 41 - - -</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>	Amount: <u> </u> Fund Code <u>XXXX - XXX - XXXX - XX - XXXX - XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>
Amount: <u> </u> Fund Code <u>XXXX - XXX - XXXX - XX - XXX - XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>	Amount: <u> </u> Fund Code <u>XXXX - XXX - XXXX - XX - XXXX - XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>

Attach additional pages for more FOAPALS

Vendor Name: Mirrah Image Beauty and Wellness Salon

Vendor Address: 1618 Vancouver Drive Dayton Ohio 45406
Street City State Zipcode + 4

Federal ID: 47-4307171

Commodity Code: 91849

Purpose: Agreement for facility improvements for a full service beauty salon.

Contact Person: Jill Bramini Economic Development 7/5/2016
Department/Division Date

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

SECTION II - to be completed by the Finance Department

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

Finance Director Signature: <u> <i>[Signature]</i> </u> Date: <u> 7-12-16 </u>	Date: <u> 7/16/16 </u> CF/CT Number: <u> CT 161474 </u>
CF Prepared by: <u> <i>[Signature]</i> </u>	

WEST DAYTON DEVELOPMENT TRUST FUND AGREEMENT
Mirrah Image Beauty and Wellness Salon

This WEST DAYTON DEVELOPMENT TRUST FUND AGREEMENT (“Agreement”) is made and entered into between Mirrah Image Beauty and Wellness Salon (“Mirrah”), an Ohio for-profit corporation, located at 4259 West Third Street, Dayton, Ohio 45417 (“Company”), and the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio (“City”).

WITNESSETH THAT:

WHEREAS, The purpose of the West Dayton Development Trust Fund (“WDDTF”) is to fund projects that primarily benefit and enhance the growth and development of the West Dayton area, which is defined as the Innerwest and Southwest Priority Board Land Use Districts; and,

WHEREAS, City desires to stimulate and promote health and wellness in this geography; and,

WHEREAS, Company pledges to create a full-service beauty and wellness salon at 4259 West Third Street, Dayton, Ohio dedicated to the development of a comprehensive wellness program designed to benefit existing and future residents of the area; and,

WHEREAS, City finds it beneficial and supportive of the WDDTF goal to primarily benefit and enhance the growth and development of the West Dayton area and provide support to Company for the Project under the terms and conditions set forth herein.

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

ARTICLE 1. DEFINITIONS.

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

West Dayton Development Trust Fund Grant. A grant provided hereunder by the City of Dayton to assist Company in bringing upscale beauty, health and wellness amenities to residents within the Greater West Dayton community with emphasis on residents located primarily in the Southwest Land Use District.

Facility. The proposed project is located at 4259 West Third Street, Dayton, Ohio. The property is located within the Westown Shopping Center.

Project. The proposed project is the leasehold improvements, purchase of furniture and fixtures and other approved business activities associated with the establishment of a full service beauty and wellness salon.

Eligible Project Costs. The expenses actually incurred by Company during the term of this Agreement for interior and exterior building improvements, signage installation, purchase of furniture and fixtures, and other costs associated with building improvements related to the creation of a full-service beauty and wellness salon at the Facility.

ARTICLE 2. PROJECT.

Company is expanding its operations for the purpose of operating a full service salon designed to include comprehensive wellness programs focused on beauty, health and wellness. Company will invest in interior and exterior building improvements, installation of signage, purchase of furniture and fixtures and other costs associated with building improvements related to the creation of a full-service beauty and wellness salon at the Facility.

Company shall commence the Project within thirty (30) days of Agreement execution and complete the Project on or before December 31, 2017, unless such completion date is extended upon mutual written agreement between the parties to this Agreement. All construction activities and other work required to complete the Project shall be performed and completed in accordance with all applicable federal, state, and local laws, rules, regulations, and orders, including all applicable building, zoning, well field, and fire code requirements.

ARTICLE 3. FUNDING.

City will provide Company a West Dayton Development Trust Fund Grant not to exceed the greater of (i) Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) or (ii) the Grant Cap as defined herein. The Company is in the process of making improvements to the Facility and is expected to invest ("Facility Investment) approximately One Hundred Ten Thousand Dollars and Zero Cents (\$110,000.00) to improve the Facility including the work comprising the Project. In no event shall this development grant exceed twenty-three percent (23%) of the Facility Investment ("Grant Cap"). Company shall use the West Dayton Development Trust Fund Development Grant to pay for Eligible Project Costs incurred during the term of this Agreement. All properly evidenced expenses incurred by Company in improving the Facility, including any expenses that occurred prior to the term of this Agreement, may be included as part of the Facility Investment and factored into calculating the Grant Cap; however, only Eligible Project Costs incurred during the term of this Agreement are reimbursable as described below. Company is solely responsible for all Project costs in excess of the funding provided by City hereunder.

Company shall invoice City for reimbursement of Eligible Project Costs incurred during the term of this agreement. The invoice(s) shall state the invoice period, state the total amount requested, detail the work and/or services performed, and contain such records, information, and/or documentation to substantiate the invoice amount. Company shall also provide cancelled checks as evidence of payment of such costs. Expenses incurred as part of the Facility Investment for purposes of calculating the Grant Cap must be documented in substantially the same manner as Eligible Project Costs. Appropriate City inspection personnel will verify all purchases and site work submitted for reimbursement. Unless disputed, City will disburse payment within thirty (30) days from receipt of the invoice.

ARTICLE 4. SPECIFIC CONDITIONS.

- A. Company shall comply with all applicable federal, state, and local laws, including applicable prevailing wage laws, rules, regulations, and orders governing receipt and use of municipal and other public funds for the Project. All construction activities and other work required to complete the Project shall be performed and completed in accordance with all applicable federal, state, and local laws, rules, regulations, and orders, including all building, zoning and fire code requirements. Company shall assume full and complete responsibility for any alleged or actual violation of the foregoing, including payment of any penalty imposed and/or repayment of improperly expended funds, if any, and shall defend, indemnify, and hold harmless City and its elected officials, officers, agents, and employees therefrom.

- B. Company's average hourly wage actually paid to employees shall be no less than the Living Wage as set forth in the City of Dayton Living Wage Ordinance (R.C.G.O. §§35.70 – 35.74).
- C. Company expressly authorizes the City of Dayton Division of Revenue & Taxation to release specific tax records to the Office of Economic Development, for payroll verification as it applies to this Agreement. Such records will be kept confidential, shall only be used for the purposes stated herein, and returned to the City of Dayton Division of Revenue & Taxation once review is complete.
- D. If it becomes necessary for review, audit, or verification purposes, Company shall allow City to inspect applicable, confidential records.
- E. Company agrees to supply additional information upon reasonable request by the City of Dayton and to cooperate in any audit or review of the funding provided hereunder.
- F. Reimbursement to Company will be made proportionally to the percentage of Project funding provided hereunder by City and identified above.

ARTICLE 5. TERM AND TERMINATION.

- A. This Agreement may be immediately terminated in the event of or under any of the following circumstances:
 - 1. A receiver for Company's assets is appointed by a court of competent jurisdiction.
 - 2. Company is divested of its rights, powers, and privileges under this Agreement by operation of law.
 - 3. Company's failure to comply with any term, covenant or condition of this Agreement to be kept, performed and observed by it, and the failure of Company to remedy such failure within thirty (30) days from the date of written notice from City.
 - 4. Company's violation of any applicable federal, state, or local law applicable to the Project and construction thereof.
 - 5. If, prior to the receipt of any funding from City hereunder and upon giving thirty (30) days prior written notice, Company desires to terminate this Agreement.
- B. In the event of termination prior to Project completion and if City provided any funds to Company hereunder, Company shall repay to City within thirty (30) business days from the effective date of termination all funds provided hereunder and, upon such repayment, Company shall be released from its obligations hereunder. This obligation to remit repayment of funding shall survive termination of this Agreement until such funds are actually received by City. If no funds were provided, the parties shall be immediately relieved of their obligations hereunder.

ARTICLE 6. INDEMNIFICATION.

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

ARTICLE 7. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION.

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

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

ARTICLE 8. POLITICAL CONTRIBUTIONS.

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

ARTICLE 9. RECORDS AND RETENTION.

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

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

ARTICLE 10. TAX REPRESENTATION.

Company certifies that, as of the date of execution, it does not owe any delinquent taxes to the City of Dayton and/or does not owe delinquent taxes for which Company is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code or, if such delinquent taxes are owed, Company currently is paying such delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, or Company filed a petition in bankruptcy under 11 U.S.C. Section 101. et seq., or such a petition has been filed against Company. For the purposes of this

For Company: Jonyell Boyd-Webb
Mirrah Image Beauty and Wellness Salon
1618 Vancouver Drive
Dayton, OH 45406

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

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

MIRRAH IMAGE BEAUTY AND WELLNESS SALON

By: J. Boyd-Webb
Print name: Jonyell Webb
Its: Owner

CITY OF DAYTON, OHIO

City Manager

Date

**APPROVED AS TO FORM
AND CORRECTNESS:**

[Signature]
City Attorney

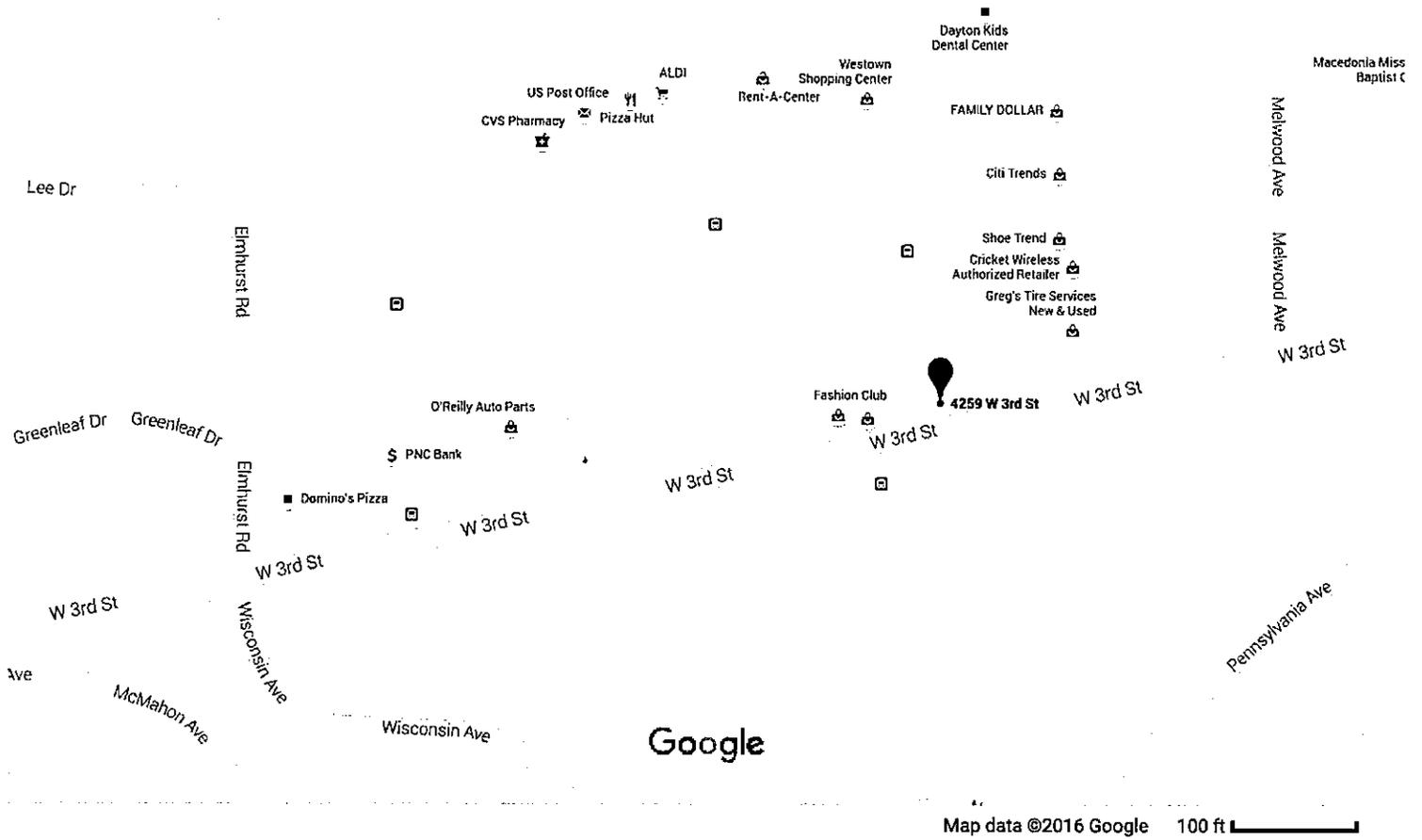
**APPROVED BY THE COMMISSION
OF THE CITY OF DAYTON, OHIO:**

_____, 2016

Min. / Bk. _____ Pg. _____

Clerk of the Commission

Google Maps 4259 W 3rd St



12:00:00 - 12:00:10



MEMORANDUM

June 21, 2016

TO: Shelley Dickstein, City Manager

FROM: Ford P. Weber, Director *FPW*
Department of Economic Development

SUBJECT: West Dayton Development Fund – Funding Recommendation

The West Dayton Development Fund (WDDF) Advisory Board (Board) met on May 12, 2016, to consider the following projects for funding:

Mirrah Image Beauty and Wellness Salon (Mirrah)

\$25,000

Mirrah Image Beauty and Wellness Salon (Mirrah) is a full-service beauty and wellness salon. They will develop a comprehensive wellness program with general and specialty workshops/seminars aimed at helping customers find techniques to manage chronic conditions such as arthritis, weight loss and achievement of a work/life balance. The owner of Mirrah has over 25 years of licensed, managerial experience in the beauty, health and wellness industry.

The request from the West Dayton Development Trust Fund of \$25,000 is 23% of the total project costs of \$110,000. WDDF funds will be used for leasehold improvements, furniture and fixtures and signage. ("Project"). The project is set to begin in July, 2016.

Recommendation – Fund the \$25,000 community development request based on: (1) the company's commitment to Dayton and the Southwest Land Use District; (2) project will bring upscale amenities to residents within the Greater West Dayton community; (3) committed owner's equity and experience in the industry; and (4) the WDDF allocation represents 23% of the \$110,000 total project costs.

Unless you indicate otherwise, the Department of Economic Development will proceed with the necessary agreement(s) for City Commission action. Please contact Veronica Morris or me, if you have any questions or need additional information.

C: Ms. Clements
Mr. Parlette
West Dayton Development Fund Advisory Committee



City Manager's Report

6.

From 1200 - Clerk of Commission

Date July 20, 2016

Expense Type Other, (See Description Below)

Total Amount \$3,500.00

Supplier, Vendor, Company, Individual

Name NAACP
Address 1528 West Third Street
Dayton, Ohio 45402

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General Fund	10000-1200-1231-52	\$3,500.00

Includes Revenue to the City Yes No Affirmative Action Program Yes No N/A

Description

2016 Contribution

The National Association for the Advancement of Colored People (NAACP) is a community-based agency that assists the community by ensuring the educational, social and economic equality of rights of all persons, and eliminating racial hatred and racial discrimination. The vision is to ensure a society in which all individuals have equal rights and there is no racial hatred or racial discrimination within the community.

The City of Dayton's contribution to the NAACP of (\$3,500.00) will assist with the continued support of the organization, and to allow for various opportunities through the agency for the community.

A Certificate of Funds is attached.

Signatures/Approval

Approved by City Commission

Division _____

Department _____

City Manager _____

FORM NO. MS-16

Clerk _____

Date _____

Updated 06/2016



City Manager's Report

7

From 1200 - Clerk of Commission

Date July 20, 2016

Expense Type Other, (See Description Below)

Total Amount \$13,000.00

Supplier, Vendor, Company, Individual

Name Sister City Foundation
Address Attn: Mr. Hunt Brown
3640 Colonel Glenn Highway
Dayton, Ohio 45435

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General Fund	10000-1200-1231-52	\$13,000.00

Includes Revenue to the City Yes No Affirmative Action Program Yes No N/A

Description

2016 Contribution

This payment represents the City of Dayton's financial support of the Dayton Sister City Committee. The payment is being made to the Sister City Foundation, the 501(c) (3) administrative organization for the Committee.

The City of Dayton's contribution to the Sister City Foundation (\$13,000.00) will be used for support of exchange programs and other activities with Dayton Sister Cities of Sarajevo, Bosnia-Herzegovina; Augsburg, Germany; Oiso, Japan; Monrovia, Liberia; and Holon, Israel.

A Certificate of Funds is attached.

Signatures/Approval

Approved by City Commission

Division _____

Department _____

City Manager _____

Clerk _____

Date _____

CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

 X New Contract Renewal Contract Change Order:

Contract Start Date	<u>July 10, 2014</u>
Expiration Date	<u>July 19, 2017</u>
Original Commission Approval	
Initial Encumbrance	\$ 13,000.00
Remaining Commission Approval	\$ -
Original CT/CF	\$ -
Increase Encumbrance	\$ -
Decrease Encumbrance	\$ -
Remaining Commission Approval	\$ -

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

Amount: <u> \$ 13,000.00 </u> Fund Code <u>10000 - 1200 - 1231 - 52 - XXXX - XXXX</u> <small>Fund Org Acct Prog Act Loc</small>	Amount: <u> </u> Fund Code <u>XXXXX - XXXX - XXXX - XX - XXXX - XXXX</u> <small>Fund Org Acct Prog Act Loc</small>
Amount: <u> </u> Fund Code <u>XXXXX - XXXX - XXXX - XX - XXXX - XXXX</u> <small>Fund Org Acct Prog Act Loc</small>	Amount: <u> </u> Fund Code <u>XXXXX - XXXX - XXXX - XX - XXXX - XXXX</u> <small>Fund Org Acct Prog Act Loc</small>

Attach additional pages for more FOAPALs

Vendor Name: Sister City Foundation (Dayton Sister City Committee)

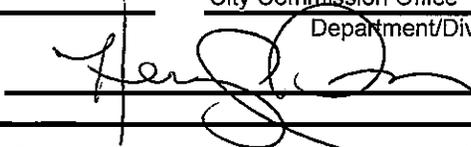
Vendor Address: 3640 Colonel Glenn Hwy Dayton OH 45435
Street City State Zipcode + 4

Federal ID: 31-6063440

Commodity Code: 94635

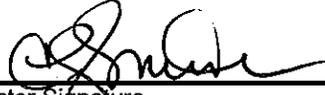
Purpose: 2016 Annual Contribution

Contact Person: Rashella Lavender City Commission Office 6-Jul-16
Department/Division Date

Originating Department Director's Signature: 

SECTION II - to be completed by the Finance Department

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

 7-12-16
 Finance Director Signature Date

 7/12/16 CT 16 14 76
 CF Prepared by Date CF/CT Number

SA 7/11/16

BY.....**Ms. Whaley**..... NO.....**6200-16**.....

A RESOLUTION

Approving the Submission of Grant Applications to the District 4 (Montgomery County, Ohio) Public Works Commission Integrating Committee; Authorizing the Acceptance of Grant Awards from the State of Ohio Public Works Commission for the State Issue 1 Program for Public Capital Infrastructure Improvements in an Amount Not to Exceed Five Million Two Hundred Seventeen Thousand Four Hundred Eighty-Five Dollars (\$5,217,485) on Behalf of the City of Dayton; and Declaring an Emergency.

WHEREAS, The voters of Ohio passed Issue 1 authorizing the State of Ohio to issue bonds for the purpose of financing or assisting local governments in financing Public Infrastructure Capital Improvements; and,

WHEREAS, The General Assembly passed Amended Substitute House Bill 381 in June of 1989, which among other sections amended Section 164.05 and added Section 164.14 to the Ohio Revised Code, thereby creating a Local Transportation Improvement Fund to be administered through the District Public Works Integrating Committees in a manner similar to the Issue 1 Program, expenditures from said fund being limited to roads, bridges, and other public infrastructure improvements; and,

WHEREAS, The City of Dayton has been notified that Eleven Million Nine Hundred Thirty-Five Thousand Dollars (\$11,935,000) will be available to the jurisdictions within the area covered by the District 4 Public Works Integrating Committee in total for the fiscal year 2018; and,

WHEREAS, The City's request is based upon an analysis of unmet infrastructure needs and contingent upon an approved grant application submitted to the District 4 Public Works Integrating Committee; and,

WHEREAS, Participation in these programs requires the availability of matching funds as spelled out in the application to abide by all procedures as noted in the Standing Rules (as amended by the District 4 Public Works Integrating Committee at a regular meeting on March 16, 2016) with matching funds of proposed projects not to exceed Five Million Seven Hundred Seventy Thousand Three Hundred Ten Dollars (\$5,770,310) in order to secure Five Million Two Hundred Seventeen Thousand Four Hundred Eighty-Five Dollars (\$5,217,485) in grant funding to cover fiscal year 2018; and,

WHEREAS, The City of Dayton is located within the area covered by the District 4 Public Works Integrating Committee and is entitled to apply singly or jointly for these funds for necessary infrastructure improvements; and,

WHEREAS, Section 36.10 of the Revised Code of General Ordinances of the City of Dayton authorizes the City Manager to submit grant applications on behalf of the City of Dayton; and,

WHEREAS, The submission date of the grant application is August 17, 2016, therefore it is necessary for the immediate preservation of the public peace, property, health, and safety that this resolution take effect at an early date; now, therefore,

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

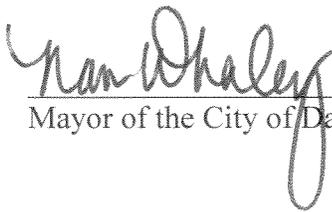
SECTION 1. That this Commission approves the City Manager's submission of a grant application and supporting documents to the District 4 Public Works Integrating Committee for participation in the State Issue 1 Program for eligible Public Infrastructure Capital Improvements defined as the acquisition, construction, reconstruction, improvement, planning and equipping of roads and bridges, wastewater treatment systems, water supply systems, solid waste disposal facilities, flood control systems, and storm water and sanitary collection, storage, and treatment facilities, including real property, interests in real property, facilities, and equipment related or incidental to those facilities.

SECTION 2. That the City Manager is authorized to execute any and all documents and agreements on behalf of the City of Dayton, which are necessary to accept grant awards in an amount not to exceed Five Million Two Hundred Seventeen Thousand Four Hundred Eighty-Five Dollars (\$5,217,485) from the State of Ohio Public Works Commission under the State Issue 1 Program for eligible Public Infrastructure Capital Improvements.

SECTION 3. That for the reasons stated in the preamble hereof, the Commission declares this resolution to be an emergency measure that shall take effect immediately upon its adoption.

ADOPTED BY THE COMMISSION... **July..20**2016

SIGNED BY THE MAYOR... **July..20**2016



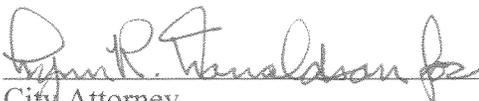
Mayor of the City of Dayton, Ohio

ATTEST:



Clerk of the Commission

APPROVED AS TO FORM:



City Attorney