



## CITY COMMISSION MEETING AGENDA

**CITY COMMISSION**

**DAYTON, OHIO**

**AUGUST 10, 2016**

**8:30 A.M.**

### **I. AGENDA SCHEDULE**

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

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

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

The following recommendations are offered for City Commission approval.

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

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

#### **1. Purchase Orders:**

##### **AVIATION**

**A1. Fryman Kuck General Contractors, Inc.** (underground natural gas line repair and replacement services) **\$19,704.00**

##### **FIRE**

**B1. Stryker Medical** (seven stair chairs) **18,900.00**

1. (Cont'd):

**POLICE**

**C1. Dell Marketing LP (16 computers and 16 monitors) \$18,672.80**

**PUBLIC WORKS**

**D1. Beau Townsend Ford, Inc. (one 2017 Ford F-450 utility truck with lift gate) 56,419.00**

**D2. Reliable Transmission Service Midwest, Inc. (parts, supplies and labor to repair heavy-duty transmissions as needed through 12-31-16) 30,000.00**

**D3. Michigan Playgrounds LLC dba Playworld Midstates (repair materials for playground borders and half ramps) 22,817.00**

**D4. Snider Recreation, Inc. (1,800 cubic yards of wood fiber mulch) 36,900.00**

**WATER**

**E1. Houser Asphalt & Concrete, Inc. (parking lot and driveway asphalt pavement sealing services) 10,900.00**

**E2. John A. Becker Company dba Becker Electric (electrical parts, supplies and related items as needed through 12-31-16) 20,000.00**

**E3. Sullivan Environmental Technologies (Moyno brand secondary sludge pump) 23,776.00**

-Depts. of Aviation, Fire, Police, Public Works and Water.

**Total: \$258,088.80**

2. **Mont. County Transportation Improvement District – Contract Modification** – for First Amendment to Air Cargo Access Improvement Projects Management and Financing Agreement – Dept. of Aviation. **\$2,829,881.00**

3. **Synagro Central, LLC – Service Agreement** – for the Biosolids Land Application and Disposal Program – Dept. of Water/Water Reclamation. **\$3,030,000.00**  
**(Thru 12/2018)**

**B. Construction Contracts:**

4. **John R. Jurgensen Co. – Award of Contract** – for the 2016 CDBG Residential Asphalt Resurfacing (10% HUD Section 3) (Federal Construction Funds) – Dept. of Public Works. **\$920,000.00**

5. **Staffco Construction Co. – Award of Contract** – for the Signage and Fence Replacement Project at Dayton International Airport (Open Market Contract) – Dept. of Aviation. **\$275,200.00**  
**(Thru 6/2017)**

6. **W.C. Jones Asphalt Paving Co., Inc. – Award of Contract** – for the 2016 Alley Asphalt Resurfacing (10% HUD Section 3 Participation Goal/10% HUD Section 3 Participation Achieved) (Federal Construction Funds) – Dept. of Public Works/Civil Engineering. **\$285,200.00**

#### **IV. LEGISLATION:**

##### **Resolutions – First Reading:**

7. **No. 6202-16**      Declaring the Intention of the Commission to Vacate Bank Street from 57 Feet South of the South Right of Way Line of West Third Street to West Fourth Street.
8. **No. 6203-16**      Declaring the Intention of the Commission to Vacate Cline Street from Warren Street to Nathan Place.
9. **No. 6204-16**      Declaring the Intention of the Commission to Vacate West Fourth Street from Cedar Avenue to Bank Street, Cedar Avenue from West Fourth Street to the I 75 LA ROW, and the Alley South of West Fourth Street from the I 75 LA ROW to Bank Street.

#### **VI. MISCELLANEOUS:**

**ORDINANCE NO. 31505-16**

**RESOLUTION NO. 6205-16**

**IMPROVEMENT RESOLUTION NO. 3598-16**

**INFORMAL RESOLUTION NO. 926-16**



# City Manager's Report

From **5530 - CS/Purchasing**

Date **August 10, 2016**

Expense Type **Purchase Order**

Supplier, Vendor, Company, Individual

Total Amount **\$258,088.80**

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

### AVIATION

#### (A1) P1601027 – FRYMAN KUCK GENERAL CONTRACTORS, INC., DAYTON, OH

- Underground natural gas line repair and replacement services.
- These services are required to repair a gas leak that supplies the Airport's Terminal Building.
- Pursuant to Section 86 of the City of Dayton Charter, the Department of Aviation has declared an emergency, the necessary funds have been encumbered, and the supplier has been notified to proceed.
- Fryman Kuck General Contractors, Inc. qualifies as a Dayton local entity.
- Fryman Kuck General Contractors, Inc. is recommended because it is a qualified contractor, on site, performing similar work.
- The Department of Aviation recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016	Other Maintenance of Facilities	51000-3220-1172-43	\$19,704.00

### Signatures/Approval

*Approved by City Commission*

Division \_\_\_\_\_

Department \_\_\_\_\_

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

Clerk \_\_\_\_\_

Date \_\_\_\_\_

FIRE(B1) P1601030 – STRYKER MEDICAL, CHICAGO, IL

- Seven (7) stair chairs.
- These goods enable emergency response staff to mobilize patients in a manner that mitigates injury risks.
- Two possible bidders were solicited and two bids were received.
- The Department of Fire recommends acceptance of the low bid.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2016	Furniture, Fixtures & Equipment Assets	28131-6330-1411-71	\$18,900.00

POLICE(C1) P1601032 – DELL MARKETING LP, ROUND ROCK, TX

- Sixteen (16) computers, and sixteen(16) Monitors.
- These goods are required to replace obsolete equipment.
- Dell Marketing LP is recommended because the City has standardized on Dell computing equipment, therefore this purchase was negotiated.
- The Department of Police recommends approval of this order.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2016	Supplies and Materials	10000-6210-1301-71	\$18,672.80

PUBLIC WORKS – FLEET MANAGEMENT(D1) P1601037 – BEAU TOWNSEND FORD, INC., VANDALIA, OH

- One (1) 2017 Ford F-450 utility truck with lift gate.
- This vehicle is required to maintain equipment in the City's fleet.
- Twenty-five possible bidders were solicited and four bids were received.
- The Department of Public Works recommends acceptance of the low bid with the optional equipment package.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2016	Motorized Equipment	55000-3445-1412-54	\$56,419.00

PUBLIC WORKS – FLEET MANAGEMENT (CONTINUED)(D2) P1600379 – RELIABLE TRANSMISSION SERVICE MIDWEST, INC., DAYTON, OH

- Parts, supplies and labor to repair heavy-duty transmissions, as needed through 12/31/2016.
- These goods and services are required to maintain equipment in the City's fleet.
- Reliable Transmission Service Midwest, Inc. is recommended by the original equipment manufacturer (OEM), as an authorized dealer for Allison brand transmissions in the City with the capability to service heavy duty trucks and warranties for City's fleet, therefore this order was negotiated. This is the first amendment to the original purchase order awarded January 4, 2016. The other two OEM authorized dealers were considered but due to limited service capability or location from City it is in the best interest of the City to amend this purchase order.
- Reliable Transmission Service Midwest, Inc. qualifies as a Dayton local entity.
- This amendment increases the previously authorized amount of \$15,000.00 by \$30,000.00 for a total not to exceed \$45,000.00 and therefore requires City Commission approval.
- The Department of Public Works recommends approval of this order.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2016	Other Equipment Maintenance	61000-6470-1167-99	\$30,000.00

PUBLIC WORKS – STREET MAINTENANCE(D3) P1601028 – MICHIGAN PLAYGROUNDS LLC dba PLAYWORLD MIDSTATES, NEW ALBANY, OH

- Repair materials for playground borders and half ramps.
- These goods are required to upgrade playground borders at six (6) Dayton playground sites (Blommel, Burns-Jackson, Princeton, Five Oaks, Belmont/Lohrey and Walnut Hills) with 70% funding provided by the Montgomery County 2016 Incentive Grant.
- Three possible bidders were solicited and three bids were received.
- The Department of Public Works recommends acceptance of the low bid.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2016	Supplies and Materials	28340-6490-1301-56	\$22,817.00

(D4) P1601033 – SNIDER RECREATION, INC., NORTH ROYALTON, OH

- Eighteen hundred (1,800) cubic yards of wood fiber mulch.
- This mulch is required to replenish fall surfacing at six (6) Dayton playground sites (Blommel, Burns-Jackson, Princeton, Five Oaks, Belmont/Lohrey and Walnut Hills) with 70% funding provided by the Montgomery County 2016 Incentive Grant.
- Three possible bidders were solicited and three bids were received. This order establishes a price agreement through 12/31/2016.
- The Department of Public Works recommends acceptance of the low bid.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2016	Supplies and Materials	28340-6490-1301-56	\$36,900.00

WATER – WATER SUPPLY AND TREATMENT

(E1) P1601026 – HOUSER ASPHALT & CONCRETE, INC., DAYTON, OH

- Parking lot and driveway asphalt pavement sealing services.
- These services are required to repair parking lot and driveway asphalt pavement at Water Supply and Treatment facilities.
- Twenty-one possible bidders were solicited and three bids were received
- Houser Asphalt & Concrete, Inc. qualifies as a Dayton local entity.
- The Department of Water recommends acceptance of the low bid.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016	Other Maintenance of Facilities	53000-3430-1172-54	\$10,900.00

(E2) P1600245 – JOHN A BECKER COMPANY dba BECKER ELECTRIC, DAYTON, OH

- Electrical parts, supplies and related items, as needed through 12/31/2016.
- These goods are required to maintain existing electrical equipment and department facilities.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 16014D, with firm pricing through 12/31/2017.
- John A Becker Company dba Becker Electric qualifies as a Dayton local entity.
- This amendment increases the previously authorized amount of \$25,700.00 by \$20,000.00 for a total not to exceed \$45,700.00, and therefore requires City Commission approval.
- The need to increase inventory was unforeseeable at the time the original purchase order was awarded and the City’s price agreement established with John A Becker Company dba Becker Electric on January 1, 2016. The items recommended for acquisition are covered by that price agreement. This is the first amendment to this purchase order. For these reasons, no alternatives to purchase order amendment were considered.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016	Supplies and Materials	53000-3430-1301-54	\$20,000.00

WATER – WATER SUPPLY AND TREATMENT (CONTINUED)

(E3) P1601034 – SULLIVAN ENVIRONMENTAL TECHNOLOGIES, FT. MITCHELL, KY

- Moyno brand secondary sludge pump.
- This pump is required to replace a unit that is worn beyond economical repair.
- Moyno brand pumps are proprietary in design and recommended to ensure compatibility with and integration into Dayton’s potable water production.
- Sullivan Environmental Technologies is recommended as the sole authorized distributor for Moyno brand pumps in the State of Ohio, therefore this purchase was negotiated.
- The Department of Water recommends approval of this order.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2016	Furniture, Fixtures, & Equipment Assets	53000-3430-1411-54	\$23,776.00

The aforementioned departments recommend approval of these orders.

CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION

For: Stair Chairs

Dept./Div Fire

Requisition No.: 071FDOP6

No.: <b>BIDDER NAME &amp; STREET ADDRESS:</b>  CITY: STATE & ZIP:  Recommended for Award				1 Ferno			2 Stryker		
				Wilmington OH, 45177			Chicago IL, 60673		
QUALIFIES FOR LOCAL PREFERENCE?				NO			NO		
QUALIFIES FOR CERTIFIED PREFERENCE?				NO			NO		
LOCAL / CERTIFIED PREFERENCE A FACTOR IN AWARD?				NO			NO		
Item No.	ITEM DESCRIPTION	QTY	U/M	UNIT	SHIPPING	EXTENDED	UNIT	SHIPPING	EXTENDED
PLEASE READ ALL BID/PROPOSAL RESPONSES TO ENSURE THAT ALL INFORMATION RECEIVED FROM VENDOR IS REVIEWED AND USED IN EVALUATION PROCESS  <u>Stair Chairs</u>									
1	Stair Chair	7	EA	\$2,695.00	\$100.00	\$18,965.00	\$2,700.00	\$0.00	\$18,900.00
TERMS: F.O.B.:				NET 30 DEST			NET 30 DEST		

• = lowest bid X = vendor selected for award

THE FOLLOWING VENDORS WERE SOLICITED BUT DID NOT BID:

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

For: 15,000 Lb. GVWR Utility Body Truck with a 70 CFM Compressor

Depl./Div.: Water - Water Utility Field Operations

IFB No.: 16045U

Requisition No.: 111WTWW6

Bids Opened: 11:00 A.M.; 6-22-2016

No.:		1	2	3	4
BIDDER NAME & STREET ADDRESS:		BEAU TOWNSEND FORD	INTERSTATE FORD, INC.	MIDDLETOWN FORD	RUSH TRUCK CENTERS OF OHIO dba RUSH TRUCK CENTER, CINCINNATI
CITY:		VANDALIA	MIAMISBURG	MIDDLETOWN	CINCINNATI
STATE & ZIP:		OH 45377	OH 45342	OH 45042	OH 45241
Recommended for Award		X			
QUALIFIES FOR LOCAL PREFERENCE?		NO	NO	NO	NO
QUALIFIES FOR CERTIFIED PREFERENCE?		NO	NO	NO	NO
LOCAL / CERTIFIED PREFERENCE A FACTOR IN AWARD?		NO	NO	NO	NO
Item #	ITEM DESCRIPTION	QTY	U/M	UNIT	UNIT
<b>PLEASE READ ALL BID/PROPOSAL RESPONSES TO ENSURE THAT ALL INFORMATION RECEIVED FROM VENDOR IS REVIEWED AND USED IN EVALUATION PROCESS</b>					
	<b>Utility Truck with Lift Gate</b>				
1	15,000 Lb. GVWR Utility Body Truck with 70 CFM Compressor	1	EA	\$55,324.00	\$56,300.00 \$59,889.73 \$64,332.40
2	Optional Equipment: - Power Group - Spare Key			\$1,095.00	TBD
	Firm Price Agreement Through February 28, 2017 YES / NO If NO, for how long?			NO 10/25/2016	NO 10/31/2016 NO 9/30/2016 NO 90 days
	<b>TERMS:</b> <b>F.O.B.:</b> <b>DELIVERY:</b>			<b>NET 30</b> <b>DESTINATION</b> <b>180 DAYS (ESTIMATE)</b>	<b>NET 30</b> <b>DESTINATION</b> <b>225 DAYS (ESTIMATE)</b> <b>NET 30</b> <b>DESTINATION</b> <b>600-630 Days</b> <b>NET 30</b> <b>DESTINATION</b> <b>195 DAYS</b>

• = lowest bid X = vendor selected for award

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

- |   |   |   |
|---|---|---|
| HRC<br>Dayton OH 45402                                  |   |   |
| 1. Valley Ford<br>Cleveland, OH 44125                   | 9. Mercedes Benz of West Chester<br>West Chester, OH 45069          | 17. J.W. Devers & Sons, Inc.<br>Trotwood, OH 45246              |
| 2. Dave Dennis<br>Dayton, OH 45431                      | 10. Smedley's Chevrolet<br>Vandalia, OH 45377                       | 18. DNJ Truck Uplifting & Reconditioning<br>Jamestown, OH 45335 |
| 3. Evans Arena Motorworks                               | 11. Reichard<br>Dayton, OH  | 19. KE Rose Company<br>Huber Heights, OH 45424                  |
| 4. Key Chrysler Jeep Dodge                              | 12. Walt Sweeney Ford, Inc.<br>Cincinnati, OH 45238                 | 20. Ream Cruiser Conversion Co., Inc.<br>Indianapolis, IN 46208 |
| 5. Lebanon Ford<br>Lebanon OH 45036                     | 13. White Allen (local)<br>Dayton, OH 45405                         | 21. Kaffenbarger Truck Equipment<br>New Carlisle, OH 45344      |
| 6. Jeff Schmitt Chevrolet South<br>Miamisburg, OH 45342 | 14. Henderson Mfg.<br>Bucyrus, OH 44820                             |   |
| 7. Statewide Ford<br>Van Wert, OH 45891                 | 15. Whiteside of St. Clairsville, Inc.<br>St. Clairsville, OH 43950 |   |
| 8. Middletown Ford<br>Middletown, OH 45402              | 16. River City Body<br>Cincinnati, OH 45242                         |   |

CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION

For: playground border

Dept./Div Public Works

Requisition No.: 045PWSM6

No.:				1	2	3			
BIDDER NAME & STREET ADDRESS:				David Williams & Associates	Michigan Playgrounds LLC dba Playworld Midstates	Service Supply Ltd., Inc.			
CITY:				Harrison	New Albany	Reynoldsburg			
STATE & ZIP:				OH, 45030	OH, 45402	OH, 43068			
Recommended for Award					x				
QUALIFIES FOR LOCAL PREFERENCE?				NO	NO	NO			
QUALIFIES FOR CERTIFIED PREFERENCE?				NO	NO	NO			
LOCAL / CERTIFIED PREFERENCE A FACTOR IN AWARD?				NO	NO	NO			
Item No.	ITEM DESCRIPTION	QTY	U/M	UNIT	EXTENDED	UNIT	EXTENDED	UNIT	EXTENDED
<b>PLEASE READ ALL BID/PROPOSAL RESPONSES TO ENSURE THAT ALL INFORMATION RECEIVED FROM VENDOR IS REVIEWED AND USED IN EVALUATION PROCESS</b>									
<u>Stair Chairs</u>									
1	Border	720	EA	\$25.00	\$18,000.00	\$23.75	\$17,100.00		
2	Ramp	13	EA	\$625.00	\$8,125.00	\$384.00	\$4,992.00		
3	Freight		lump	\$450.00		\$725.00			
TOTAL:				\$26,575.00		• \$22,817.00		\$33,082.00	
TERMS:				NET 30		NET 30		NET 30	
F.O.B.:				DEST		DEST		DEST	

• = lowest bid X = vendor selected for award

THE FOLLOWING VENDORS WERE SOLICITED BUT DID NOT BID:

CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION

For: Wood Fiber Mulch Surfacing

Dept./Div.: Public Works/ Street Maintenance

Requisition No.: 049PWSM6

No.: <b>BIDDER NAME &amp; STREET ADDRESS:</b>  CITY: STATE & ZIP:				<b>1</b>	<b>2</b>	<b>3</b>
				Chris Shane Co.	Bladecutters Lawn Service	Snider Recreation Inc.
Recommended for Award						X
<b>QUALIFIES FOR LOCAL PREFERENCE?</b>				NO	NO	NO
<b>QUALIFIES FOR CERTIFIED PREFERENCE?</b>				NO	NO	NO
<b>LOCAL / CERTIFIED PREFERENCE A FACTOR IN AWARD?</b>				NO	NO	NO
Item No./qt y	ITEM DESCRIPTION	U/M		UNIT /EXT	UNIT /EXT	UNIT /EXT
Please Read all bid responses to ensure that all information received from vendor is reviewed and used in the evaluation process						
	<b>Wood Fiber Mulch Surfacing</b>					
1	Wood Fiber Mulch Surfacing	EA		\$39,510.00	\$37,800.00	\$36,900.00
		<b>TERMS:</b>		NET 30	NET 30	NET 30
		<b>F.O.B.:</b>		DEST	DEST	DEST
		<b>DELIVERY:</b>				

• = lowest bid    X = vendor selected for award

CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION  
 For: PARKING LOT AND DRIVEWAY ASPHALT PAVEMENT SEALING SERVICES  
 Dept./Div.: WATER / WATER SUPPLY AND TREATMENT  
 Requisition No.: 108WTWS6

IFB NO.: D16035  
 BID OPENING: 2:00 P.M.; 07-11-2016

No.:			1	2	3
BIDDER NAME & STREET ADDRESS:			HOUSER ASPHALT & CONCRETE INC	OAKLEY BLACKTOP INC	ASPHALT SEALCOATERS OF DAYTON
CITY:			DAYTON	RIVERSIDE	HARRISON TOWNSHIP
STATE & ZIP:			OH 45402	OH 45342	OH 45414
Recommended for Award			X		
QUALIFIES FOR LOCAL PREFERENCE?			YES	NO	NO
QUALIFIES FOR CERTIFIED PREFERENCE?			NO	YES	NO
LOCAL / CERTIFIED PREFERENCE A FACTOR IN AWARD?					
Item #	ITEM DESCRIPTION	U/M	UNIT COST	UNIT COST	UNIT COST
<b>PLEASE READ ALL BID/PROPOSAL RESPONSES TO ENSURE THAT ALL INFORMATION RECEIVED FROM VENDOR IS REVIEWED AND USED IN EVALUATION PROCESS</b>					
<b>ASPHALT PAVEMENT SEALING SERVICES</b>					
1	Total Project	Lot	\$10,900.00	\$16,500.00	\$11,625.00
TERMS:			2% 10TH PROXIMO	NET 30	NET 30
F.O.B.:			DEST	DEST	DEST
DELIVERY:			10 DAYS	30 DAYS	

• = lowest bid X = vendor selected for award

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

- |  |   |   |
|--|---|---|
| HRC<br>Dayton OH 45402   | 7. Unified Construction Services LLC (Local/Certified)<br>Dayton OH 45403 | 13. A to Z Asphalt Contractors Inc<br>Dayton OH 45414       |
| 1. City of Dayton - Street Maintenance                           | 8. Beigray inc (Local/Certified)<br>Dayton OH 45402                       | 14. Republic Asphalt Paving Co<br>Dayton OH 45439           |
| 2. Vandalia Blacktop and Sealcoating (Local)<br>Dayton OH 45414  | 9. Outdoor Enterprise LLC (Certified)<br>Casstown OH 45312                | 15. Butler Asphalt LLC<br>Vandalia OH 45377                 |
| 3. Angler Construction (Local)<br>Dayton OH 45403                | 10. Grissom Construction LLC (Certified)<br>Covington OH 45318            | 16. A&B Asphalt<br>Cincinnati OH 45241                      |
| 4. Leo B Schroeder Inc (Local)<br>Dayton OH 45402                | 11. Wise Construction Mgmt (Certified)<br>Dayton OH 45427                 | 17. Double Jay Construction<br>Englewood OH 45322\          |
| 5. Alexis Construction (Local)<br>Dayton OH 45402                | 12. Booher Blacktop Sealing & Lot Stripping<br>Daytn OH 45424             | 18. Meade's Paving and Seal Coating<br>Springfield OH 45503 |
| 6. W C Jones Asphalt Paving (Local/Certified)<br>Dayton OH 45417 |   |   |



# City Manager's Report

2.

From 3210 - Aviation/AP Admin & Finance

Date August 10, 2016

Expense Type Contract Modification

Total Amount \$2,829,881.00

Supplier, Vendor, Company, Individual

Name Mont. County Transportation Improvement District

Address One Chamber Plaza Suite 200  
Dayton, Ohio 45402

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Aviation Capital	51137-3210-1159-43	\$119,400
Aviation Capital	51137-3210-1424-43	\$2,710,481

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

### Description

#### FIRST AMENDMENT TO AIR CARGO ACCESS IMPROVEMENT PROJECTS MANGEMENT AND FINANCING AGREEMENT

The Department of Aviation is requesting permission to amend the Air Cargo Access Improvements Projects Management and Financing Agreement entered into with the Montgomery County Transportation Improvement District (TID) on June 23, 2016. The original agreement was for Phase 1 professional; services related to proposed infrastructure improvements to roadways, water, sewer and storm water systems at the Dayton International Airport in the amount of \$150,000. The amendment is for Phase 2 of the project for the construction of the improvements.

There are two improvement projects. The first project is the design, engineering and construction of transportation improvements on and near Concorde Dr. beginning at US-40 and continuing for approximately 3,000 feet (Project A). The total project cost for this project is \$3,010,000. This amendment will fund Phase 2 for \$1,500,000. These funds are being provided by NP Dayton Building 1, LLC, who is developing a parcel adjacent to Concorde Dr. The remaining funds are being provided from various State of Ohio sources through the TID.

The second project is the design and construction of new roadway improvements, on or near Concord Dr. beginning at the terminus of Project A and continuing up to and including Freight D. (Project B). Total project cost for this project is \$1,479,881. This project is being funded with \$1,329,881 of Customer Facility Charge funds. The remaining \$150,000 is funded from the original agreement.

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

A Certificate of Funds is attached.

### Signatures/Approval

Approved by City Commission

Clerk

Date

Division

Department

City Manager



**FIRST AMENDMENT TO AIR CARGO ACCESS IMPROVEMENT PROJECTS  
MANAGEMENT AND FINANCING AGREEMENT**

**THIS FIRST AMENDMENT TO AIR CARGO ACCESS IMPROVEMENT PROJECTS MANAGEMENT AND FINANCING AGREEMENT** (this "**Amendment**") is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2016 (the "**Effective Date**"), by and between **THE CITY OF DAYTON, OHIO** a municipality duly organized and validly existing under the laws of the State of Ohio (the "**City**"), and the **MONTGOMERY COUNTY TRANSPORTATION IMPROVEMENT DISTRICT**, a transportation district and body corporate and politic duly organized and validly existing under the laws of the State of Ohio (the "**District**") (the City and the District are sometimes referred to herein individually as "**Party**" and collectively as "**Parties**"), under the following circumstances:

- A. The Parties entered into that certain Air Cargo Access Improvement Projects Management and Financing Agreement dated as of June 23, 2016 (the "**Agreement**");
- B. Section 3 of the Agreement provides that prior to proceeding to Phase II of a Project, the Parties will enter into an amendment to the Agreement that sets forth the Phase II Budget for such Project; and
- C. The Parties now desire to so amend the Agreement to set forth the Phase II Budget for each of the Projects.

**NOW THEREFORE**, the Parties hereby amend the Agreement as follows:

1. **Phase II Budgets.** The Phase II Budget for each of the Projects is set forth in Exhibit A attached hereto.

2. **Contingency Funds.** To the extent permitted by the terms of the Assigned ED/GE Funds and applicable law, for the purposes of funding contingencies for either Project as set forth in the Phase II Budget, the District shall exhaust all remaining Assigned ED/GE Funds budgeted for "Contingencies", if any, prior to utilizing any funds budgeted for "Contingencies" provided directly by the City.

3. **Fiscal Officer Certifications.** The Fiscal Officer of each Party hereby certifies that the monies required to meet the obligations of his or her respective Party during the current fiscal year under the Agreement as amended hereby have been appropriated lawfully for that purpose, and are in the treasury of such Party or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. Pursuant to Section 5705.44 of the Ohio Revised Code, the Fiscal Officer of each respective Party covenants that any requirement herein of an expenditure of his or her Party monies in any future fiscal year shall be included in the annual appropriation measure for that future fiscal year as a fixed charge. The certifications in this Section 3 are given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

4. **Miscellaneous.** Except as otherwise expressly provided in this Amendment, the Agreement is hereby ratified in its entirety and remains in full force and effect. Any capitalized word in this Amendment not defined in this Amendment shall have the meaning given in the Agreement. This Amendment may be executed simultaneously in several counterparts, each of which will be an original and constitute one and the same instrument. Delivery of an executed counterpart of a signature page hereto by facsimile, email or other electronic means will be effective as delivery of a manually executed counterpart of this Amendment.

*[Remainder of Page Intentionally Blank. Signature Page Follows.]*

IN WITNESS WHEREOF, the Parties have executed this Amendment effective as of the Effective Date.

CITY OF DAYTON, OHIO

CITY OF DAYTON FISCAL OFFICER  
(Section 3 only)

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

\_\_\_\_\_

Its: \_\_\_\_\_

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

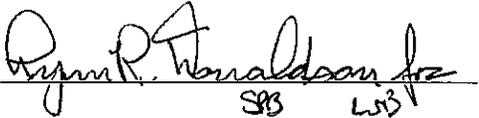
APPROVED BY THE COMMISSION  
OF THE CITY OF DAYTON, OHIO:

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

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

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

APPROVED AS TO FORM  
AND CORRECTNESS

  
SBS      WS

City Attorney

MONTGOMERY COUNTY TRANSPORTATION  
IMPROVEMENT DISTRICT

MONTGOMERY COUNTY TRANSPORTATION  
IMPROVEMENT DISTRICT, FISCAL OFFICER  
(Section 3 only)

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

\_\_\_\_\_

Its: \_\_\_\_\_

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



# City Manager's Report

3.

From 3460 - Water/Water Reclamation

Date August 10, 2016

Expense Type Service Agreement

Total Amount \$3,030,000.00 (through 12/2018)

**Supplier, Vendor, Company, Individual**

**Name** Synagro Central, LLC  
**Address** 435 Williams Court, Suite 100  
Baltimore, MD 21220

Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016 Sanitary Operating Fund	55000-3460-1126-54	\$590,000.00
2017 Sanitary Operating Fund	55000-3460-1126-54	\$1,200,000.00
2018 Sanitary Operating Fund	55000-3460-1126-54	\$1,240,000.00

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

**Description**

**BIOSOLIDS LAND APPLICATION AND DISPOSAL PROGRAM**

The Department of Water, requests permission to enter into an Agreement with Synagro Central, LLC in the amount of \$3,030,000 for services to manage the Biosolids Land Application and Disposal Program for the Water Reclamation Facility.

Three proposals were received for the program on April 19, 2016. A selection committee evaluated the proposals. Synagro Central, LLC was chosen as the lowest cost proposal for the program.

The Agreement shall commence upon execution by the City and it shall expire upon expenditure of all funds provided herein or on December 31, 2018.

The Agreement has been reviewed by the Law Department as to form and correctness. A Certificate of Funds for the initial encumbrance amount of \$372,000.00 is attached.

Division

Department

City Manager

Signatures/Approval

*Approved by City Commission*

Clerk

Date



## **PROFESSIONAL SERVICES AGREEMENT**

**THIS PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2016, between the City of Dayton, Ohio (“City”), a municipal corporation in and of the State of Ohio, and Synagro Central, LLC (“Contractor”), having its principal offices located at 435 Williams Court, Suite 100, Baltimore, MD 21220.

### **WITNESSETH:**

**WHEREAS**, The City sought proposals from highly experienced and professional firms to manage a Biosolids Land Application and /or Disposal program (“Project”) in accordance with Ohio EPA and Federal Biosolids rules and regulations, and,

**WHEREAS**, The City has selected Contractor as the best qualified firm to provide the professional services for the Project; and,

**WHEREAS**, Contractor is willing to perform such professional services and represents that its staff is fully qualified and available to perform such services.

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

### **ARTICLE 1. SERVICES TO BE PERFORMED BY CONTRACTOR**

Contractor will undertake and provide the City with a Biosolids Land Application and/or Disposal program and further described in Exhibit A, which is attached hereto and incorporated herein by reference.

All services performed by Contractor will comply with applicable federal, state, and local laws, regulations, and policies.

### **ARTICLE 2. TERM OF CONTRACT**

This Agreement shall commence upon execution, and it shall expire on December 31, 2018, unless earlier terminated or extended by mutual written agreement.

### **ARTICLE 3. COMPENSATION**

Total remuneration in this Agreement shall not exceed Five Million Dollars and Zero Cents (\$5,000,000.00) for the Services provided. The City shall pay Contractor according to the cost estimate and fee schedule in Exhibit B, which is attached hereto and incorporated herein by reference, and reasonable contingency costs for the Services actually provided hereunder.

Contractor will submit invoices monthly. The invoices shall specify the invoice period, state the total amount requested, detail the work and services performed, and be accompanied by supporting information and records that substantiate the invoice amount. The City shall pay the invoices within thirty (30) days from receipt thereof, unless disputed. In the event that a portion

of an invoice is disputed, the City shall pay the undisputed portion of the invoice within thirty (30) days of receipt.

]

#### **ARTICLE 4. EQUAL EMPLOYMENT OPPORTUNITY**

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

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

#### **ARTICLE 5. TERMINATION**

A. This Agreement may be immediately terminated in the event of or under any of the following circumstances:

1. A receiver for Contractor's assets is appointed by a court of competent jurisdiction.
2. Contractor is divested of its rights, powers, and privileges under this Agreement by operation of law.
3. Contractor's failure to comply with any material term, covenant or condition of this Agreement to be kept, performed and observed by it, and the failure of Contractor to remedy such failure within thirty (30) days from the date of written notice from City.
4. Contractor's violation of any applicable federal, state, or local law applicable to the Project and Scope of Services thereof.
5. If, prior to the receipt of any funding from City hereunder and upon giving thirty (30) days prior written notice, Contractor desires to terminate this Agreement.

In the event of substantial failure by Contractor in performance of this Agreement, or for the City's convenience, the City may terminate this Agreement upon giving written notice to Contractor. If substantial failure is the basis for termination, then Contractor will have fifteen (15) calendar days from the date of termination notice to cure or to submit a plan for cure acceptable to the City. If a plan for cure is not accepted, then this Agreement will terminate immediately and the City shall pay Contractor for those services rendered to the City. If termination is for the City's convenience, the City shall pay Contractor for all accepted services performed prior to termination. In either event, Contractor shall terminate the Services according to a schedule acceptable to the City.

#### **ARTICLE 6. LIABILITY AND INDEMNIFICATION**

Contractor shall defend, indemnify, and hold harmless the City and its elected officials, employees, and agents from and against all judgments, losses, damages, and expenses for bodily

injury, death, and physical damage to real or tangible personal property, to the extent such judgments, losses, damages, or expenses are caused by Contractor's negligent acts, errors, or omissions arising out of its performance herein.

The parties hereto specifically agree, notwithstanding any other provision in this Agreement to the contrary, that the City will not, under any circumstances, be liable or responsible for any negligent acts, errors, or omissions of Contractor, nor will the City, under any circumstances as a result of meetings and consultations and decisions resulting therefrom, be liable or responsible for any damages or additional costs incurred by the failure of Contractor to perform its duties as set forth in this Agreement; nor will the City, by participating in meetings and consultations with Contractor and the decisions resulting therefrom be, in any degree or to any extent, liable for technical decisions of any kind or nature, or be liable for decisions relative to design, environmental remediation, assessments, or specifications, such responsibility remains that of Contractor.

Regardless of completion of the Services, obligations, and duties provided for in this Agreement, or if this Agreement is terminated for any reason, the terms and conditions of this Article will survive.

#### **ARTICLE 7. INSURANCE AND BONDING**

During the performance of the services under this Agreement, Contractor shall maintain with an insurance company authorized to conduct business in the State of Ohio and having at least an "A" rating from A.M. Best, no less than the following insurance:

- (1) Commercial general liability insurance, with a combined single limit of One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) aggregate.
- (2) Automobile liability insurance, with a combined single limit of One Million Dollars (\$1,000,000) per person and One Million Dollars (\$1,000,000) per accident.
- (3) Workers' compensation Insurance in such amount as required by law, and employers' liability insurance, with a limit of Five Hundred Thousand Dollars (\$500,000) per occurrence.
- (4) Professional liability insurance with a limit of One Million Dollars (\$1,000,000) per claim and Five Million Dollars (\$5,000,000) aggregate.

Contractor shall name the City, its elected officials, officers, employees and agents, as additional insureds on any and all insurance policies in (1), (2), and (4) above. Contractor shall also name the City and its elected officials, officers, employees and agents, as additional insureds on any and all insurance policies in (2) and (4) above.

Contractor shall provide the City with a certificate of insurance before commencing work. Contractor must maintain the policies in good standing for the duration of the Project. Contractor shall provide the City certificates of insurance that include a provision that such insurance will not be canceled without at least thirty (30) days written notice to the City, demonstrating compliance with this Article. The City's examination of, or failure to request or demand, any evidence of insurance hereunder will not constitute a waiver of any requirement of this Article, and the existence of any insurance will not limit Contractor's obligations under

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

All project contractors are required to include the City and Contractor as additional insureds on their commercial liability insurance policies, and are required to defend, indemnify, and hold harmless the City and Contractor from the contractor's negligence.

#### **ARTICLE 8. OWNERSHIP OF WORK PRODUCT**

All documents, including without limitation, all writings, drawings, blueprints, pictures, recordings, notes, data reports, computer or machine-readable data (including ground water modeling information) and all copies or reproductions thereof, or other information received or generated in the performance of this Agreement will be considered work made for hire and the sole and exclusive property of the City. Contractor shall not use the documents now or in the future for any purpose without the prior written permission of an authorized City employee.

Contractor shall deliver the documents to the City and shall maintain the documents as strictly confidential. Contractor shall not disclose the documents to others, including individuals, corporations, or government agencies, either before or after the termination of this Agreement, except as expressly authorized in writing by the City or compelled by law.

#### **ARTICLE 9. INDEPENDENT CONTRACTOR**

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

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

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

#### **ARTICLE 10. AMENDMENTS**

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

**ARTICLE 11. REFERENCES TO LAW**

All references to local, state, or federal laws, regulations, rules, or orders contained in this Agreement shall include any and all subsequent amendments, modifications, additions, or other changes as may be enacted or codified by the proper governmental authority during the term of this Agreement. If a change in any local, state or federal law effects the work product prepared and delivered by Contractor under this Agreement subsequent to delivery of such to the City, Contractor shall not be responsible to adapt the work product to the change in the law.

**ARTICLE 12. COMMUNICATIONS**

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

The Contractor:       Synagro Central, LLC  
                              435 Williams Court  
                              Suite 100  
                              Baltimore, MD 21220

With a copy to:       Synagro WWT, Inc.  
                              c/o General Counsel  
                              1800 Bering, Suite 1000  
                              Houston, TX 77057

The City:               City of Dayton, Ohio  
                              Department of Water  
                              320 W. Monument Avenue  
                              Dayton Ohio, 45402

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

**ARTICLE 13. ASSIGNMENT AND LIMITATIONS ON SUBCONTRACTING**

- A. Restriction against assignment. The City is relying upon the professional skill and experience of Contractor. Therefore, assignment of this Agreement by Contractor without the City’s written consent is prohibited, unless such assignment shall be to a company which is a wholly owned subsidiary of Contractor’s parent company.
  
- B. Limitations on subcontracting. Because the City is relying upon the professional skill and experience of Contractor, no part of the professional services to be provided hereunder may be subcontracted by Contractor to other organizations or sub- Contractor without the prior written and express consent of the City. Any such consent shall be deemed to require, even though not stated in the consent language, that a written contract be used between Contractor and such a consented-to subcontractor or sub- Contractor (both referred to as “sub- Contractor”), that such a contract be approved in advance by the City and contain, unless

waived by the City, provisions similar or identical to those in this Agreement. Contractor shall, at all times, remain primarily responsible for the professional services and duties it may delegate to any sub- Contractor as Contractor is for its own performance. The mere fact that Contractor used reasonable care in selecting the sub- Contractor shall not relieve Contractor of its primary responsibility nor shall consent by the City to part of the professional services being subcontracted to a sub- Contractor or approval of the terms of a contract with a sub- Contractor relieve Contractor's primary responsibility for the professional services.

#### **ARTICLE 14. STANDARD OF CARE**

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

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

#### **ARTICLE 15. GENERAL PROVISIONS**

- A. Conflict of Interest. Contractor covenants that it has no interest and shall not acquire any interest, direct or indirect, that would cause conflict in any manner or degree with the performance of this Agreement or completion of the project.
- B. Governing Law and Venue. This Agreement is governed by and construed in accordance with the laws of the State of Ohio without giving effect to the principles thereof relating to conflicts or choice of laws, and is deemed to be executed in Dayton, Ohio. Any suit regarding this Agreement must be brought in a court of competent jurisdiction in Montgomery County, Ohio.
- C. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.
- D. Waiver. A waiver by either the City or Contractor of any breach of this Agreement shall be in writing. Such a waiver will be effective only in the specific instance and for the specific purpose for which it is given and will not affect the waiving party's rights with respect to any other or further breach.
- E. Integration. This Agreement represents the entire and integrated agreement between the City and Contractor. This Agreement supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

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

**IN WITNESS WHEREOF**, the City and Contractor, each by a duly authorized officer, have executed this Agreement as of the date below.

**THE CITY OF DAYTON, OHIO**

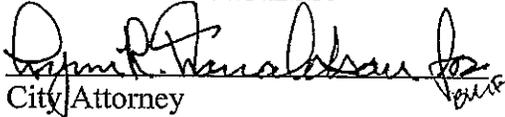
\_\_\_\_\_  
City Manager

**SYNAGRO CENTRAL, LLC**

By \_\_\_\_\_

\_\_\_\_\_  
Title

**APPROVED AS TO FORM  
AND CORRECTNESS:**

  
City Attorney

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

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

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

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

## Exhibit A

### **Total Biosolids Disposal**

The Contractor shall be responsible for the disposal of all Biosolids generated by the City of Dayton at the proposed rates regardless of their ultimate disposal option, Land Application or Landfilling. The Contractor shall perform all of the services described below.

**Payment shall be made based upon the number of wet tons of Biosolids disposed.**

### **Land Application**

The Contractor will manage a Land Application program for the City's Biosolids, ensuring that all applicable regulations have been followed. The City shall make processed Biosolids available to the Contractor at the Biosolids Storage Building located on the Wastewater Treatment Plant site. The Contractor shall load Biosolids into properly designed trucks using his own equipment, or equipment under lease or other long term agreement. The Contractor shall transport the Biosolids only to properly licensed fields and apply the Biosolids according to regulations and with the cooperation of the local farmer. The Contractor shall keep complete records of Biosolids tonnage and dosages using data supplied by the City. The Contractor has the option to use data from another qualified lab if they so choose. The Contractor will be responsible for managing the list of application sites; finding new suitable sites, and ensuring that records are properly kept. The City will communicate to the Contractor regularly on the volume of Biosolids on hand and supply all the latest laboratory data.

For providing these services, the Contractor shall be paid a flat rate per wet ton of Biosolids applied. If the truck scale at Water Reclamation is used by contractor, contractor shall share costs of maintenance and calibration of truck scale.

#### **1. Work Included:**

Furnish all labor, materials, equipment and submittals necessary to handle, load, transport, store, apply, and incorporate all sludge in a manner which will not cause odorous or nuisance conditions, as specified in strict accordance with all federal, state and local laws and regulations. Contractor(s) shall secure all necessary permits/approvals from USEPA and Ohio EPA. The Contractor shall in the performance of this work comply with all required OSHA regulations. The Contractor shall be responsible for the cleanup of the Biosolids storing and staging areas during and after every hauling event.

#### **2. Description:**

The Contractor shall accept Biosolids from the City of Dayton at the Guthrie Road Wastewater Treatment Plant and shall transport said Biosolids to Ohio EPA-approved sites for land application according to industry practices and applicable regulations.

The Contractor shall be required to accept Biosolids generated whether that amount is more or less than what is presently being generated.

**3. References:**

- STATE OF OHIO Sewage Sludge Chapter 3745-40 of the OHIO ADMINISTRATIVE CODE, and with all amendments thereto
- Federal EPA 40 CFR Part 503
- Annual Sludge/Residuals Management Report
- City of Dayton Sludge Management Plan

**4. Submittals:**

- The Contractor shall provide to the City of Dayton prior to commencement an operating plan, to include the identification of additional land application sites and/or disposal facilities, equipment, and labor. The City of Dayton reserves the right to modify the operations plan with consultation of the Contractor.
- Schedule meeting(s) with City representatives (to be coordinated with Division Manager or designee), no less than quarterly.
- Ohio EPA Site Approvals
- Soil Analysis
- Records of proposed crops to be grown on all land applications sites, annual basis
- Site(s) Status Report
- Identify the Contractor's project manager who will be available throughout the contract to report and respond to City of Dayton questions and a list of emergency phone/cell numbers.
- The Contractor shall submit sample documentation which it will use to account for the ultimate disposition/disposal of Biosolids removed from the project site.

Execution

**1. General:**

The Contractor shall handle, load, transport, store, apply and incorporate Biosolids in a manner that will not cause odorous or nuisance conditions and in strict accordance with the previous references "*STATE OF OHIO Sewage Sludge Chapter 3745-40 of the OHIO ADMINISTRATION CODE*," as well as all regulations of the Ohio EPA now issued or to be issued during the course of the contract and the requirements of Federal EPA 40 CFR Part 503.

The Contractor shall not begin the application of Biosolids to the land until he or she has first obtained Ohio EPA site approval for the sites to which he or she will be applying sludge. The City of Dayton recognizes that the Contractor may not have all the land owned, leased, or otherwise under contract which will be necessary for the entire period of the contract at the time performance is commenced. The Contractor has the duty; however, of always having available the necessary site(s) approved land for Biosolids

disposal. Based on approved application rates and amounts of Biosolids generated by the City of Dayton, minimum acreage available to the Contractor shall be sufficient for one-half (1/2) year sludge production. The Contractor shall have the responsibility of acquiring Ohio EPA approval.

Application rates shall not exceed those allowed by Ohio EPA or the 503 regulations. The Contractor shall provide accurate records of the amount of sludge spread upon each acre and provide the Owner with a copy of this record each month.

Land used for sludge application shall conform to the requirements outlined in the "*STATE OF OHIO Sewage Sludge Chapter 3745-40 of the OHIO ADMINISTRATION CODE,*" as well as all regulations of the Ohio EPA now issued or to be issued during the course of the contract and the requirements of the 503 regulations. The Contractor shall hold the City of Dayton harmless for any damage or liability resulting from runoff, pollution, damage; nuisance or injury while loading, transporting, storing or applying said Biosolids.

In using sludge for agricultural applications, the Contractor understands that the City of Dayton shall not be liable should future regulations that require additional costs for site closure or restrictions on use or resale.

Upon approval of the Contractor's application sites by Ohio EPA, directives or orders issued as part of such approval by the Director, Ohio EPA, or his or her designated representatives shall become an inherent part of the specifications and contract documents.

The Contractor shall not mix any industrial waste, liquid or solid, with Dayton's Biosolids.

The Contractor shall ensure that trucks are not so heavily laden with Biosolids that it spills out during transport or exceeds load limits for streets and roads to the application site. The Contractor shall cover his trucks during the entire period of transport from Owner's loading area to the land application site(s). It shall be the Contractor's responsibility to clean up any spills of Biosolids that may occur after his truck has left the loading area.

At no time shall the Contractor's handling, loading, storage, or application operations cause a nuisance to the City of Dayton, surrounding communities, or the public.

The Contractor shall weigh all dewatered Biosolids as transferred from the City of Dayton's loading area for the purpose of establishing compensation in this contract. The Contractor shall provide sufficient standby Biosolids hauling equipment as to allow continued removal of Biosolids during periods of Contractor equipment maintenance and breakdown.

The Contractor shall notify the City of Dayton of use restrictions or changes in ownership of all lands used for Biosolids applications during the life of the contract.

The Contractor shall promptly notify the City of Dayton of any complaints or enforcement actions taken against his or her operations and provide the City of Dayton with a copy of the written reply for the resolution of such complaints within three (3) working days after receiving said complaint or action.

The Contractor shall abide by any changes in methods, rates, or manner of application which is required by law.

**2. Sludge Storage:**

The City of Dayton currently has a covered 42,000 square foot storage area. Biosolids are to be removed from the facility **at least once a month with the exception of during the Land Application ban period. The contractor must keep biosolids removed from the storage facility so that the City's dewatering operations can continue operating as needed.**

**Between December 1<sup>st</sup> and December 15<sup>th</sup> of each calendar year, the Biosolids storage buildings, existing and planned, are to be completely emptied in order to provide for adequate storage space during the Land Application ban period.**

**3. Schedules:**

Soil analyses shall be provided to the City of Dayton at the Contractor's expense. Analyses shall include the following parameters: Soil nutrients, lime index, pH, cation exchange capacity, arsenic, cadmium, chromium, copper, lead, mercury, molybdenum, nickel, selenium, zinc, and any other requirement contained within the record keeping provisions of CFR 503.17 and the *STATE OF OHIO Sewage Sludge Chapter 3745-40 of the OHIO ADMINISTRATION CODE*", with all amendments thereto. The Contractor shall provide records of proposed crops to be grown on all land applications sites and submit them to the City of Dayton on an annual basis. The Contractor shall submit to Ohio EPA, with copies to the owner, all reports as required by the OEPA Land Application of Sludge Manual.

**4. Record Keeping:**

The Contractor shall, at all times, satisfy all management practices, monitoring, and record keeping requirements of the federal sludge regulations (40 CFR Part 503) and the Ohio EPA. The Contractor shall provide City of Dayton a copy of all reports submitted to USEPA and Ohio EPA. City of Dayton reserves the right to review Contractor's records and record keeping procedures upon request.

## **Landfilling**

The Contractor shall have available trucks and dump bodies suitably designed and configured to haul Biosolids without spillage on the roads either owned, or under lease or long term contract. The Contractor shall provide equipment to load the trucks and transport the Biosolids to the **Waste Management Stoney Hollow Landfill** (2460 S. Gettysburg Road Dayton, OH 45418), the **Rumpke Landfill** (3800 Struble Road Cincinnati, OH 45251), or the **Cherokee Run Landfill** (2946 US State RTE 68 N Bellefontaine, OH 43311). Additional landfills may be used with prior approval from City of Dayton.

### **1. Work Included:**

Furnish all labor, materials, equipment and submittals necessary to handle, load, transport, and dispose of sludge in a manner which will not cause odorous or nuisance conditions, as specified in strict accordance with all federal, state and local laws and regulations. Contractor(s) shall secure all necessary permits/approvals from USEPA and Ohio EPA. The Contractor(s) shall in the performance of this work comply with all required OSHA regulations. The Contractor(s) shall be responsible for the cleanup of the Biosolids storing and staging areas during and after every hauling event.

### **2. Description:**

The Contractor shall accept from the City of Dayton, at the Guthrie Wastewater Treatment Plant, Biosolids processed at that location and shall transport said Biosolids. They will be required to apply the same to Ohio EPA approved landfills.

### **3. References:**

- Annual Sludge/Residuals Management Report
- City of Dayton Sludge Management Plan

### **4. Submittals:**

- The Contractor shall provide to the City of Dayton prior to commencement an operating plan, to include the identification of additional land application sites and/or disposal facilities, equipment, and labor. The City of Dayton reserves the right to modify the operations plan with consultation of the Contractor.
- The Contractor shall submit sample documentation, which it will use to account for the ultimate disposition/disposal of Biosolids removed from the project site.

### **5. Transport Capacity Requirement:** Load capacities for trucks transporting Biosolids to the landfills are expected to be greater than 20 tons while also considering the safe zone for the specific make and model of the transport vehicle.

### **6. Unit price proposal:** For providing these services, the contractor shall be paid the same

cost as land application. Contractor will pay landfill tipping fees for first 7,500 wet tons landfilled (3750 for 2016 portion of contract) each year. Tipping fees, negotiated by contractor will be paid by City of Dayton. Fuel surcharges cannot be added to any invoices.

## Execution

### 1. General:

The Contractor shall handle, load, transport, store, and dispose of Biosolids in a manner that will not cause odorous or nuisance conditions and in strict accordance with the previous references "*STATE OF OHIO Sewage Sludge Chapter 3745-40 of the OHIO ADMINISTRATION CODE*," as well as all regulations of the Ohio EPA now issued or to be issued during the course of the contract and the requirements of Federal EPA 40 CFR Part 503.

The Contractor shall save the City of Dayton harmless for any damage or liability resulting from runoff, pollution, damage, nuisance or injury while loading, transporting, storing or disposing of said Biosolids.

The Contractor shall ensure that trucks are not so heavily laden with Biosolids that it spills out during transport or exceeds load limits for streets and roads to the application site. The Contractor shall cover his trucks during the entire period of transport from Owner's loading area to the land application site(s). It shall be the Contractor's responsibility to clean up any spills of Biosolids that may occur after his truck has left the loading area.

At no time shall Contractor's handling, loading, storage, or application operations cause a nuisance to the City of Dayton, surrounding communities, or the public.

The Contractor shall weigh all dewatered Biosolids as it is transferred from the City of Dayton's loading area for the purpose of establishing compensation in this contract. The Contractor shall provide sufficient standby Biosolids hauling equipment as to allow continued removal of Biosolids during periods of Contractor equipment maintenance and breakdown. A list of all equipment available shall be provided to the City of Dayton. The Contractor shall notify the City of Dayton of use restrictions or changes in ownership of all lands used for Biosolids applications during the life of the contract.

The Contractor shall promptly notify the City of Dayton of any complaints or enforcement actions taken against his or her operations and provide the City of Dayton with a copy of the written reply for the resolution of such complaints within three (3) working days after receiving said complaint or action.

The Contractor shall abide by any changes in methods, rates or manner of application which is required by law.

## Exhibit B

Year	Cost per Wet Ton
2016 (Contract start through December)	\$25.70
2017	\$26.21
2018	\$26.74



# City Manager's Report

4.

From 6410 - Public Works Director

Date August 10, 2016

Expense Type Award of Contract

Total Amount \$920,000.00

**Supplier, Vendor, Company, Individual**

Name John R. Jurgensen Co.  
Address 1780 Enon Road  
Springfield, Ohio 45502

Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016 CDBG Funds	26902-6450-1424-54	\$867,500.00
2016 General Capital (Debt)	49601-6450-1424-54	\$1,500.00
2016 Water Capital Funds	53003-3420-1424-54 WF1004	\$12,000.00
2016 Sanitary Capital Funds	55004-3420-1424-54-SF1001	\$19,500.00
2016 Storm Capital Funds	58002-3420-1424-54-ST1001	\$19,500.00

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

**Description**

**2016 CDBG RESIDENTIAL ASPHALT RESURFACING  
(10% HUD SECTION 3) (FEDERAL CONSTRUCTION FUNDS)**

This project consists of the asphalt resurfacing of various streets throughout the City of Dayton. Work includes the grinding of existing asphalt, application of tack coat, asphalt, and performing work incidental thereto.

Two bids were received for this project. It is recommended that the contract be awarded to the lowest bidder, John R. Jurgensen Co., in the amount of \$920,000.00. This amount includes the base bid in the amount of \$796,871.27, and Alternate No. 1 Contingency Allowance in the amount of \$123,128.73. The estimate cost for the project is \$920,000.00. The time bid for completion is October 14, 2016.

This project is being funded using 2016 CDBG Funds, 2016 General Capital (Debt), 2016 Water Capital Funds, 2016 Sanitary Capital Funds, and 2016 Storm Capital Funds.

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

**Signatures/Approval**

*Approved by City Commission*

Division

Department

*[Signature]*  
*[Signature]*  
City Manager

Clerk

Date

# CERTIFICATE OF FUNDS

CT161485

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

NO DRAFT DOCUMENTS PERMITTED

**NEW CONTRACT**                       **RENEWAL CONTRACT**                       **CHANGE ORDER**

Contract Start Date	August 10, 2016
Expiration Date	October 14, 2017
Original Commission Approval	\$ 920,000.00
Initial Encumbrance	\$ 920,000.00
Remaining Commission Approval	\$ -
Original CT/CF	\$ -
Increase Encumbrance	\$ -
Decrease Encumbrance	\$ -
Remaining Commission Approval	\$ -

**Required Documentation**

Initial City Manager's Report

Initial Certificate of Funds

Initial Agreement/Contract

Copy of City Manager's Report

Copy of Original Certificate of Funds

<p><b>Amount: \$867,500.00</b></p> <p>Fund Code ① <u>26902</u> - <u>6450</u> - <u>1424</u> - <u>54</u> - _____ - _____</p> <p style="text-align: center; font-size: small;">Fund      Org      Acct      Prog      Act      Loc</p>	<p><b>Amount: \$1,500.00</b></p> <p>Fund Code ② <u>49601</u> - <u>6450</u> - <u>1424</u> - <u>54</u> - _____ - _____</p> <p style="text-align: center; font-size: small;">Fund      Org      Acct      Prog      Act      Loc</p>
<p><b>Amount: \$12,000.00</b></p> <p>Fund Code ③ <u>53003</u> - <u>3420</u> - <u>1424</u> - <u>54</u> - <u>WF1004</u> - _____</p> <p style="text-align: center; font-size: small;">Fund      Org      Acct      Prog      Act      Loc</p>	<p><b>Amount: \$19,500.00</b></p> <p>Fund Code ④ <u>55004</u> - <u>3420</u> - <u>1424</u> - <u>54</u> - <u>SF1001</u> - _____</p> <p style="text-align: center; font-size: small;">Fund      Org      Acct      Prog      Act      Loc</p>

Attach additional pages for more FOAPALS

Vendor Name: John R. Jurgensen Co.                      937-882-6233

Vendor Address: 1780 Enon Road    Springfield, OH 45502

Street                      City                      State                      Zipcode + 4

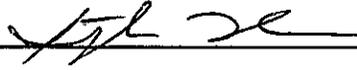
Federal ID: 31-0578656

Commodity Code: 74521

Purpose: 2016 CDBG Residential Asphalt Resurfacing  
(HUD Section 3) (Federal Construction Funds)

Contact Person: Stephen Finke, Deputy Director                      Public Works/Civil Eng.                      333-3839

Department/Division                      Phone Number

Originating Department Director's Signature:                       7/24/14

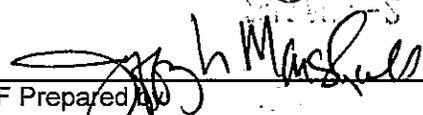
Date

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

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

Finance Director Signature:                       8-2-16

Date

CF Prepared by:                       8/1/16                      CT161485

Date                      CF/CT Number

SA 8/1/16  
VHLL 8/11/16





## MEMORANDUM

---

July 19, 2016

TO: Frederick Stovall, Director  
Department of Public Works

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

SUBJECT: **2016 CDBG Residential Asphalt Resurfacing (10% HUD)**

The apparent low bidder, John R. Jurgensen Co., Inc submitted a bid utilizing one certified contractor 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:

	<b>PERCENTAGE OF PARTICIPATION</b>
1. John R. Jurgensen Co., Inc	
A. MINORITY BUSINESS ENTERPRISE	
B. WOMEN BUSINESS ENTERPRISE	
C. SMALL BUSINESS ENTERPRISE	
D. DAYTON LOCAL SMALL BUSINESS	
E. DISADVANTAGED BUSINESS ENTERPRISE	
F. HUD SECTION 3 BUSINESS ENTERPRISE	
W.C. Jones Asphalt Paving Co. Inc.	10.00%
<b>TOTAL PARTICIPATION</b>	<hr/> 10.00% HUD

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 Catherine Crosby at 333-1403.

**John R. Jurgensen**  
COMMERCIAL & MUNICIPAL



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

July 18, 2016

REF: City of Dayton's 2016 CDBG Residential Asphalt Resurfacing (10% HUD Participation)

Project Name: City of Dayton's CDBG 2016 Residential Asphalt Resurfacing

**This letter covers the HUD participation**

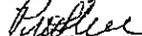
Name of Subcontractor: WC Jones  
905 South Broadway  
Dayton Ohio 45408  
  
Ph 937-228-1253

For the 10% HUD participation:

Description:	Qty	Units:	Labor:	Material:	Total Unit Cost:	Extended Total:
Asphalt Paving 404	900	Tons	\$25.50	\$60.00	\$85.50	\$76950.00
Tack	900	GA	\$0.50	\$4.00	\$4.50	\$4050.00
Total for HUD participation:						\$81000.00

Any further questions, please feel free to contact me

Sincerely

  
Pete Flora, Div. Mgr.  
John R. Jurgensen Co.

July 18, 2016

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

Re: CITY OF DAYTON'S 2016 CDBG RESIDENTIAL ASPHALT RESURFACING (10% HUD PARTICIPATION)

GENERAL CONTRACTOR: JOHN R. JURGENSEN  
1780 ENON ROAD  
SPRINGFIELD, OHIO 45502  
PH (937) 882-6233

I am supplying the following information in response to your request made on July 17, 2016.

<u>Description</u>	<u>Qty</u>	<u>Units</u>	<u>Labor</u>	<u>Material</u>	<u>Total Unit Cost</u>	<u>Total</u>
Asphalt Paving – Type 404	900	Tons	25.50	60.00	85.50	\$76,950.00
Tack – Type 407	900	Gals	0.50	4.00	4.50	\$ 4,050.00
<b>TOTAL HUD PARTICIPATION</b>						<b>\$81,000.00</b>

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

Regards,

*Mr. Leo C. Lucas I, President*

Leo C. Lucas I, President



**2016 CDBG Residential Asphalt Resurfacing List**

<b>NEIGHBORHOOD</b>	<b>STREET</b>	<b>FROM</b>	<b>TO</b>	<b>SQ. YDS.</b>	<b>GRINDING INSTRUCTIONS</b>	<b>AVG PCI</b>
<b>WEST</b>						
Southern Dayton View	Lexington Avenue	Broadway Street	Euclid Avenue	7,000		16.96
Residence Park	Cleverly Road	Hoover Avenue	Sylvan Drive	4,264		28.58
Residence Park	Geneva Road	Kammer Avenue	Hoover Avenue	2,731		20.17
Residence Park	Sayre Avenue	Oakridge Avenue	Kammer Avenue	1,566		24.90
Residence Park	Mia Avenue	Oakridge Avenue	Midway Avenue	5,990		30.00
Grafton Hills	Stoddard Avenue	Belmonte Park E	Forest Avenue	3,350		22.64
Grafton Hills	Federal Street	Grafton Avenue	West Terminus	2,315		23.92
Cornell Heights	Shaftesbury Road	Cornell Drive	W. Riverview Avenue	7,225		19.93
<b>EAST</b>						
Burkhardt	Gilbert Ave	Davis Avenue	South Terminus	1,130		12.00
McCook Field	Kiser Street	Pennsylvania Avenue	Milburn Avenue	8,580		19.63
McCook Field	Pennsylvania Avenue	East Terminus	West Terminus	1,624		35.75
Historic Inner East	McClain Street	McReynolds Street	Tato Street	6,006		30.47
University Park	E. Caldwell Street	S. Main Street	Brown Street	5,369		22.74
Belmont	Donald Avenue	Revere Avenue	Lake Shore Place	1,378		28.88
Belmont	Lakeshore Place	Donald Avenue	North Terminus	952		23.00
<b><u>ALTERNATES</u></b>						
Historic Inner East	Ringgold Street	E. Third Street	E. Fifth Street	4,510		19.63
Residence Park	Mia Avenue	Hoover Avenue	Oakridge Avenue	3,685		36.00
Residence Park	Mia Avenue	Midway Avenue	W. Third Street	3,770		26.00
Old North Dayton	Netherdale Road	Troy Street	East Terminus	2,090		24.80
Old North Dayton	Glenway Road	Avondale Drive	Woodsdale Road	1,145		19.87
Old North Dayton	Woodsdale Road	Troy Street	East Terminus	2,180		27.62

**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

2016 CDBG Residential  
asphalt Resurfacing  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bidder

John R Jurgensen Co  
1780 Ewen Road  
Springfield OH 45502  
\_\_\_\_\_

**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:

**2016 CDBG RESIDENTIAL ASPHALT RESURFACING**

**(10% HUD SECTION 3 PARTICIPATION)**

**(FEDERAL CONSTRUCTION FUNDS)**

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

Bid Form (Continued)

**2016 CDBG RESIDENTIAL ASPHALT RESURFACING**  
**(10% HUD SECTION 3 PARTICIPATION)**  
**(FEDERAL CONSTRUCTION FUNDS)**

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL \$</u>
<b><u>Resurfacing</u></b>					
202	Grinding Existing Pavement	57,365	S.Y.	<u>1.35</u>	<u>77,442.<sup>75</sup></u>
404	Speed Bump	1	Each	<u>975.00</u>	<u>975.00</u>
404	Speed Hump	2	Each	<u>2,100.00</u>	<u>4,200.00</u>
407	Tack Coat	5,740	Gal	<u>2.00</u>	<u>11,480.00</u>
ODOT 442	Asphalt Concrete Surface Course, 12.5MM, Type A (448) (2")	6,375	Tons	<u>76.00</u>	<u>484,500.00</u>
614	Maintenance of Traffic	1	Lump	<u>38,136.00</u>	<u>38,136.00</u>
625	Loop Detector	4	Each	<u>1,200.00</u>	<u>4,800.00</u>
625	Loop Detector Tie-In	4	Each	<u>100.00</u>	<u>400.00</u>
644	Stop Line (24")	38	LF	<u>9.75</u>	<u>370.50</u>
644	Centerline (4"-4"-4")	300	LF	<u>4.75</u>	<u>1,425.00</u>
644	Crosswalk Line (6")	169	LF	<u>4.00</u>	<u>676.00</u>
836	Manhole Adjusted	150	Each	<u>260.00</u>	<u>39,000.00</u>
846	Water Valve Box Adjusted	100	Each	<u>120.00</u>	<u>12,000.00</u>
SPL	Asphalt Rejuvenating Agent (0.1 GAL/SY)	57,365	S.Y.	<u>.85</u>	<u>48,760.<sup>25</sup></u>
<b>SUBTOTAL RESURFACING \$</b>				<u><u>724,165.<sup>50</sup></u></u>	

Bid Form (Continued)

2016 CDBG RESIDENTIAL ASPHALT RESURFACING  
(10% HUD SECTION 3 PARTICIPATION)  
(FEDERAL CONSTRUCTION FUNDS)

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL \$</u>
<u>Concrete Island Repair</u>					
<u>North Gettysburg Avenue from Hoover Avenue to West Third Street</u>					
202	Curb Removed	79	LF	30.00	2,370.00
202	Concrete Island Removed	200	SY	42.00	8,400.00
609	Barrier Curb (6" Exposure)	79	LF	33.50	2,646.50
612	Concrete Island As Per Plan	200	SY	123.50	24,700.00
614	Maintenance of Traffic	1	Lump	1,285.24	1,285.24
846	Pull Box Adjusted to Grade	5	EA	257.00	1,285.00
SUBTOTAL NORTH GETTYSBURG ISLANDS \$					40,686.74
<u>North James H. McGee Boulevard from West First Street to West Fifth Street</u>					
202	Curb Removed	70	LF	30.00	2,100.00
202	Concrete Island Removed	158	SY	42.00	6,636.00
609	Barrier Curb (6" Exposure)	70	LF	33.50	2,345.00
612	Concrete Island	158	SY	123.50	19,513.00
614	Maintenance of Traffic	1	Lump	1,425.03	1,425.03
SUBTOTAL NORTH JAMES H. MCGEE BOULEVARD ISLANDS \$					32,019.03
TOTAL BASE BID \$					796,871.27

**2016 CDBG RESIDENTIAL ASPHALT RESURFACING**  
**(10% HUD SECTION 3 PARTICIPATION)**  
**(FEDERAL CONSTRUCTION FUNDS)**

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. The amount of this "ALLOWANCE" may vary as determined by the Engineer, but shall not exceed the maximum of **\$300,000.00.**

<b>ITEM</b>		<b>EST.</b>		<b>UNIT</b>		
<b>NO.</b>	<b>DESCRIPTION</b>	<b>QUANT.</b>	<b>UNIT</b>	<b>PRICE</b>		<b>TOTAL \$</b>
SPL	Contingency Allowance	1	LUMP	\$ 300,000.00	\$	300,000.00
<b>TOTAL ALTERNATE NO. 1</b>				<b>\$</b>	<b>_____</b>	<b>300,000.00</b>

**2016 CDBG RESIDENTIAL ASPHALT RESURFACING**  
**(10% HUD SECTION 3 PARTICIPATION)**  
**(FEDERAL CONSTRUCTION FUNDS)**

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

<u>DESCRIPTION</u>	<u>CONSIDERATION FOR MATERIALS</u>	<u>CONSIDERATION FOR OBLIGATIONS</u>	<u>TOTAL \$</u>
TOTAL BASE BID	\$ <u>478,123.<sup>00</sup></u>	\$ <u>318,748.<sup>27</sup></u>	\$ <u>796,871.<sup>27</sup></u>
TOTAL ALT. NO. 1 (Contingency Allowance)	\$ _____	\$ <u>300,000.00</u>	\$ <u>300,000.00</u>

The time of completion fixed by the City is October 14, 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
<u>"No person or party other than the bidder</u>	
<u>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  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

State of Incorporation

Name and Title of  
Officers with Authority  
to Sign Contract

Home Office Address

Local Address

Telephone 937-882-6233

Fax 937-882-6957

E-mail Pete.Floa@jrijneti.com

Federal I.D.# 31-0578656

Dated this 7<sup>th</sup> day of July, 2016

Bidder: John R Jurgensen Co  
(Person, Firm, or Corporation)

By: Peter W Floa

Title: Division Manager

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

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

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

Amount \_\_\_\_\_ Dollars

on \_\_\_\_\_ Bank

of \_\_\_\_\_ is Attached

N/A

\_\_\_\_\_  
Bidder

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

\_\_\_\_\_  
Bidder

**BID BOND**

Amount \$ Ten Percent (10%) of the bid amount

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

The condition of this obligation is such that, if the Bid attached hereto is accepted and the Contract award to the bidder, John R. Jurgensen Company

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 7th day of July, 2016.

John R. Jurgensen Company

By: *Robert Stone* Division Manager  
Bidder

Federal Insurance Company

By: *Christina A. Arvizu*  
Christina A. Arvizu- Surety Attorney-in-Fact

Arthur J. Gallagher Risk Management Services, Inc.

Name of Insurance Agency

1 West 4th Street, Suite 1300  
Cincinnati, OH 45202

Address of Insurance Agency

Telephone 513-977-3100 FAX 513-977-4618



**Chubb  
Surety**

**POWER  
OF  
ATTORNEY**

**Federal Insurance Company  
Vigilant Insurance Company  
Pacific Indemnity Company**

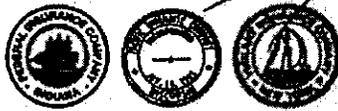
**Attn: Surety Department  
15 Mountain View Road  
Warren, NJ 07059**

**Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Christina A. Arvizu, Thomas R. Dietz, Robert E. Gigax Jr., Patricia L. Hehman, Shelly M. Martin and Phyllis T. Neal of Cincinnati, Ohio and William R. Carpenter of Brentwood, Tennessee**

each as their true and lawful Attorney- In- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations. In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this **17<sup>th</sup>** day of **November, 2014**.

Dawn M. Chloros, Assistant Secretary

David B. Norris, Jr., Vice President



STATE OF NEW JERSEY

ss.

County of Somerset

On this **17<sup>th</sup>** day of **November, 2014** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



**KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2316685  
Commission Expires July 16, 2019**

Notary Public

**CERTIFICATION**

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- In- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct.
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **July 7, 2016**.



Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

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 04/01/2016

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

#### FEDERAL INSURANCE COMPANY

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

##### Section 3929.01 (A)

Accident & Health

Aircraft

Allied Lines

Boiler & Machinery

Burglary & Theft

Commercial Auto - Liability

Commercial Auto - No Fault

Commercial Auto - Physical Damage

Credit

Earthquake

Fidelity

Fire

Glass

Group Accident & Health

Inland Marine

Multiple Peril - Commercial

Multiple Peril - Homeowners

Ocean Marine

Other Liability

Private Passenger Auto - Liability

Private Passenger Auto - No Fault

Private Passenger Auto - Physical Damage

Surety

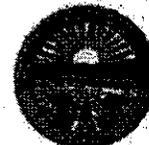
Workers Compensation

FEDERAL INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2015 that it has admitted assets in the amount of \$32,240,564,736, liabilities in the amount of \$18,961,859,982, and surplus of at least \$13,278,704,754.

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



# FEDERAL INSURANCE COMPANY

## STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

DECEMBER 31, 2015

(in thousands of dollars)

<i>ASSETS</i>		<i>LIABILITIES AND SURPLUS TO POLICYHOLDERS</i>	
Cash and Short Term Investments.....	\$ 687,917	Outstanding Losses and Loss Expenses.....	\$ 12,174,848
United States Government, State and Municipal Bonds.....	9,544,097	Unearned Premiums.....	3,726,665
Other Bonds.....	4,491,238	Dividends Payable to Stockholder.....	1,400,000
Stocks.....	692,901	Ceded Reinsurance Premiums Payable.....	329,694
Other Invested Assets.....	2,187,839	Provision for Reinsurance.....	35,560
		Other Liabilities.....	1,295,093
<b>TOTAL INVESTMENTS .....</b>	<b>17,603,992</b>	<b>TOTAL LIABILITIES .....</b>	<b>18,961,860</b>
 Investments in Affiliates:			
Chubb Investment Holdings, Inc.....	3,679,770	Capital Stock.....	20,980
Pacific Indemnity Company.....	2,930,246	Paid-In Surplus.....	3,106,809
Executive Risk Indemnity Inc.....	1,267,144	Unassigned Funds .....	10,150,916
Chubb Insurance Investment Holdings Ltd...	1,020,650		
CC Canada Holdings Ltd.....	590,955	<b>SURPLUS TO POLICYHOLDERS .....</b>	<b>13,278,705</b>
Great Northern Insurance Company .....	469,230		
Chubb Insurance Company of Australia Ltd.	404,845		
Vigilant Insurance Company.....	306,232		
Chubb European Investment Holdings SLP ..	294,200		
Other Affiliates .....	566,480		
Premiums Receivable .....	1,659,749		
Other Assets .....	1,447,072		
 <b>TOTAL ADMITTED ASSETS .....</b>	<b>\$ 32,240,565</b>	<b>TOTAL LIABILITIES AND SURPLUS TO POLICYHOLDERS.....</b>	<b>\$ 32,240,565</b>

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners. At December 31, 2015, investments with a carrying value of \$546,611,273 were deposited with government authorities as required by law.

State, County & City of New York, — ss:

Dawn M. Chloros, Assistant Secretary \_\_\_\_\_ of the Federal Insurance Company

being duly sworn, deposes and says that the foregoing Statement of Assets, Liabilities and Surplus to Policyholders of said Federal Insurance Company on December 31, 2015 is true and correct and is a true abstract of the Annual Statement of said Company as filed with the Secretary of the Treasury of the United States for the 12 months ending December 31, 2015.

Subscribed and sworn to before me  
this March 11, 2016.

*Jeanette Shipsey*  
\_\_\_\_\_  
Notary Public

JEANETTE SHIPSEY  
Notary Public, State of New York  
No. 02SH5074142  
Qualified in Nassau County  
Commission Expires March 10, 2019

*Dawn M. Chloros*  
\_\_\_\_\_  
Assistant Secretary

CITY OF DAYTON, OHIO  
Department of Public Works

Responsible Contractor Bidding Requirements  
(Form 1 of 3)

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

Ordinances, I, Peter W Flora hereby certify that \_\_\_\_\_  
(print name - an Officer of the company)

John R Jurgensen Co 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: Peter W Flora  
(signature)

Title: Division Manager

Date: 7/7/16

CITY OF DAYTON, OHIO  
Department of Public Works

Responsible Contractor Bidding Requirements  
(Form 2 of 3)

- A. Please provide a complete listing of the fringe benefits provided to employees 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.}

Vision Insurance \_\_\_\_\_  
Dental Insurance \_\_\_\_\_  
Life Insurance \_\_\_\_\_  
Short Term Disability \_\_\_\_\_  
Group Medical Insurance \_\_\_\_\_  
Defined Benefit Contribution \_\_\_\_\_

- 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.

Ohio Laborers Training Program \_\_\_\_\_  
Ohio Operating Engineer Training & Apprenticeship Program \_\_\_\_\_

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

Oglesby \_\_\_\_\_  
WC Jones \_\_\_\_\_  
Aeromark \_\_\_\_\_  
ADA Safety \_\_\_\_\_  
A&B Asphalt \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**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 Clark, ss:

Peter W Flora being duly sworn, deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of  
John R Jurgensen Co ("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: Peter W Flora  
Title: Division Manager

STATE OF OHIO,  
COUNTY OF CLARK, ss:

Sworn to before me and subscribe in my presence by Peter W Flora  
this 7 day of July, 2016



BRENDA E GRIMES-HANNAH  
Notary Public  
In and for the State of Ohio  
My Commission Expires  
April 06, 2018

Brenda E Grimes-Hannah  
Notary Public

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

STATE OF Ohio )  
COUNTY OF Clark ) SS:

Peter W Flora, being first duly sworn deposes and states that:

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

John R Jurgensen Co 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 7 day of July, 2011.

Peter W Flora  
SIGNED

Division Manager  
TITLE

Brenda E Grimes-Hannah  
NOTARY PUBLIC



BRENDA E GRIMES-HANNAH  
Notary Public  
In and for the State of Ohio  
My Commission Expires  
April 06, 2018

**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:** 2016 CDBG Residential Asphalt Resurfacing Various Streets  
NAME LOCATION

During the performance of this contract:

John R Jurgensen Co 1780 Ende Blvd, Springfield OH 45502 937 882 6233 / 937 882 6957  
CONTRACTOR ADDRESS TELEPHONE / FAX

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

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

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

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

The required goals and timetables are as follows:

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

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

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

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

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

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

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

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

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

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

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

**CONTRACTOR'S CERTIFICATION**

John R Jurgensen Co (Contractor)  
certifies that:

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

<u>Operators</u>	_____
<u>Laborsers</u>	_____
_____	_____
_____	_____
_____	_____
_____	_____

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:

David Horn Division Manager  
(Signature of Authorized Representative of Bidder)

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



10%

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

Project Name:

2016 CDBG Residential Asphalt Resurfacing

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
Certified Business Firm Name: <u>WC Jones</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Asphalt Paving</u>	<u>Asphalt Paving</u> <u>\$80000.00</u>
Tax I.D. Number: <u>31-095559D</u>						
Street Address: <u>905 South Broadway</u>						
City/State/ Zip Code: <u>Dayton OH 45417</u>						
Phone (area code/#): <u>937 228 1253</u>	E-mail: <u>WCJonesasphalt@SBCGlobal.net</u>					

Total \$ Amount of PRIME CONTRACTOR'S Base Bid: 796,871.<sup>27</sup> Total \$ to subcontract \$80000.00 Total % subcontract: 10%

PRIME CONTRACTOR'S REPRESENTATIVE		Street Address	
Print Name: <u>Peter W Flora</u>		<u>1780 Enon Road</u>	
Sign Name: <u>[Signature]</u>		City/State/Zip: <u>Springfield OH 45502</u>	

**WAIVER REQUEST DOCUMENTED ACTIVITY FORM**

Date \_\_\_\_\_

Project: \_\_\_\_\_

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

A bidder must submit a separate form for each goal for which you are requesting a waiver. A bidder requesting a total or partial waiver of the, **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 <b>MBE/WBE/SBE/DLSB or HUD3</b> 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 <b>MBE/WBE/SBE/DLSB or HUD3</b> 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 <b>MBE/WBE/SBE/DLSB or HUD3</b> participation, even when the bidder might otherwise prefer to perform these work items with its own forces.
	Negotiated with <b>MBE/WBE/SBE/DLSB or HUD3</b> subcontractors, and has taken the subcontractors' price and capabilities, as well as the contract goals, into consideration. Rejected <b>MBE/WBE/SBE/DLSB or HUD3</b> as being unqualified only with reasons based on a diligent investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
	Provided interested <b>MBE/WBE/SBE/DLSB or HUD3</b> 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: <b>MBE/WBE/SBE/DLSB or HUD3</b> ). Contacting HRC for the certified list will not be deemed as sufficient good faith efforts.
<b>Bidding Company Name:</b>	

**Company Contact Information**

Company Name: John R Jurgensen Co

Address: 1780 Inon Road Springfield OH 45502

Contact Person: Pete Flora

Phone: 937 882 6233

Email Address: Pete. Flora @ jrijnet.com

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# Section 3 Plan

**2016 CDBG RESIDENTIAL ASPHALT RESURFACING**  
**(10% HUD SECTION 3 PARTICIPATION)**  
**(FEDERAL CONSTRUCTION FUNDS)**

## SECTION 3 PLAN

This document serves as the Section 3 Plan for **2014 Alley Asphalt Resurfacing (5% MBE And 10% HUD Section 3 Participation) (Federal Construction Funds)** in compliance with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended.

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

## NUMERICAL GOALS FOR TRAINING AND EMPLOYMENT OPPORTUNITIES

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

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

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

- (i) 30 percent of the aggregate number of new hires/training opportunities resulting from funds awarded for FY and continuing thereafter. Number of Section 3 jobs/training opportunities anticipated 0.

## PREFERENCE FOR SECTION 3 RESIDENTS IN TRAINING AND EMPLOYMENT OPPORTUNITIES

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

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

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

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

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

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

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

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

**SECTION 3 TRAINING AND EMPLOYMENT GOALS**

Name of Project: 2016 CABG Residential Asphalt Resurfacing  
 Name of Contractor: John R Jurgensen Co  
 Amount of Award: \$ 796,871.<sup>27</sup>

	# of Anticipated Hires	# of Anticipated Section 3 Hires (MUST be at least 30% of Anticipated Hires)	# of Current Employees	# of Current Section 3 Employees
Skilled	0	0	28	
Semi-Skilled	0	0	0	
Skilled Trainees	0	0	0	
Unskilled Trainees	0	0	0	
Semi-Skilled Trainees	0	0	0	
Professional & Admin	0	0	1	
Clerical	0	0	0	
Apprentices	0	0	0	
Other				

**CITY OF DAYTON WORKER UTILIZATION REPORT FORM**

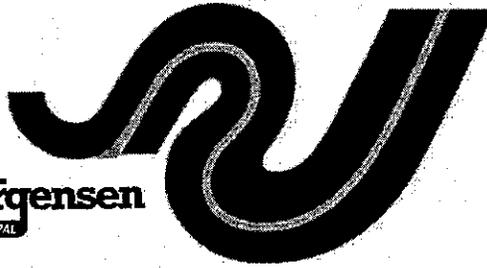
NAME OF PROJECT: \_\_\_\_\_

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

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

COMPLETE THE INFORMATION FOR ALL EMPLOYEES				Ethnic Group						Sex		Trade	Classification				No. of Hours Worked					
Name of Employee	Employee ID (If SSN, last four digits.)	Address (street address and zip code)	Date of Hire	HUD Section 3	White (Not of Hispanic Origin)	Black (Not of Hispanic Origin)	Hispanic	Asian or Pacific Islander	American Indian or Alaskan Native	Male	Female	Trade	Journeyman	Helper	Apprentice	Trainee	1st Week	2nd Week	3rd Week	4th Week		
<b>WORKFORCE GOALS: MINORITY - 11.5%</b>				<b>FEMALE - 6.9%</b>						<b>SECTION 3 - 30% OF NEW HIRES</b>												

**John R. Jurgensen**  
COMMERCIAL & MUNICIPAL



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

July 7, 2016

REF: List of current employees for Section 3 residents for the City of Dayton's 2016 CDBG Residential Asphalt Resurfacing (10% HUD section 3 participation)

To the HRC:

Kenny Stacey	Dave Sego	Kevin Thomas	Slade Sliders	Derrick Pence
Justin Schweickart	Ryan Marker	Tonda Davis	John Ashworth	Greg Bowermaster
Charlene Bronner	Justin Gabbard	Dean Gibbons	David Mason	Eugene Cunningham
William Morris	Guy Still	Debra Suerdeck	Brad Hall	Dustin Murnahan
Jordan Meyers	Curtis Meyers	Randy Colegate	Dylan Thomas	Thomas Campbell
Timothy Caldwell	Brian Warner	Jamie Turner	Pete Flora	

Any further questions, please feel free to contact me

Sincerely

Pete Flora

Division Manager  
John R. Jurgensen Co.

**NUMERICAL GOALS FOR CONTRACTING ACTIVITIES:**

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

John R Jurgensen Co (COMPANY NAME) commits to award to Section 3 business concerns:

1. At least 10 percent of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and
2. At least 3 percent of the total dollar amount of all other Section 3 covered contracts.
3. In the event that the contractor, subcontractor, developer and/or sub-recipient is unable to reach the goals stated above, they will be required to contribute the difference between 10% of the covered contract amount (3% for non-construction related covered contracts) and the amount provided to Section 3 business concerns and/or in the employment of Section 3 residents in to the City's Section 3 Implementation Fund.

**PREFERENCE FOR SECTION 3 BUSINESS CONCERNS:**

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

- (i) First priority will be given to Section 3 business concerns that provide economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located.
- (ii) Second priority will be given to Section 3 business concerns selected to carry out HUD funded Programs.
- (iii) Third priority will be given to Section 3 business concerns that provide economic opportunities for Other Section 3 Residents located outside the service area or neighborhood in which the Section 3 covered project is located.

**John R. Jurgensen**  
COMMERCIAL & MUNICIPAL



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

July 7, 2016

REF: List of strategies for employment opportunities for Section 3 residents for the City of Dayton's 2016 CDBG Asphalt Resurfacing (10% HUD section 3 participation)

To the HRC:

The John R. Jurgensen Company would recruit the necessary section 3 residents for employment if the opportunity presents itself. We would distribute flyers, post signs, place ads in local papers and other articles of publications, contact local resident and community organizations and employment agencies within the section three areas. Our employees would then be trained through the Laborers or Operators local union programs. The referenced project above would not require hiring any new employees at this time, but if the situation occurs, the strategies listed above would be followed to the greatest extent.

Any further questions, please feel free to contact me

Sincerely

Pete Flora

Division Manager

John R. Jurgensen Co.

**STATEMENT OF COMMITMENT**

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

Peter W Flora  
COMPANY AUTHORIZED REPRESENTATIVE

Peter W Flora  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

Division Manager  
TITLE

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

Pete. Flora @ jrjnet.com  
EMAIL ADDRESS

937 582 6233  
PHONE

John R Jurgensen Co  
COMPANY NAME

11641 Mosteller Road Cincinnati OH 45241  
COMPANY COMPLETE ADDRESS

www.jrjnet.com  
COMPANY WEBSITE (if applicable)

**SECTION 3 PLAN APPROVAL**

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

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

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

Juleda Hyde

HRC SECTION 3 COORDINATOR

SIGNATURE OF SECTION 3 COORDINATOR

DATE

Catherine Crosby

HRC EXECUTIVE DIRECTOR

SIGNATURE OF EXECUTIVE DIRECTOR

DATE

REPRESENTATIVE OF AWARDING DEPARTMENT

SIGNATURE OF DEPARTMENT REPRESENTATIVE

DATE

Tim Riordan

CITY MANAGER

SIGNATURE OF CITY MANAGER

DATE

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b)

HUD SECTION 3 (HUD3) PARTICIPATION FORM

Project Name: 2016 COBG Residential Asphalt Resurfacing

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

Firm Name, Tax I.D. Number and Mailing Address	Please Check One				Type of Service or Supply to be Provided	Type of Construction Work to be Performed	HUD3 \$ Amount of Total Base Bid	HUD3 % of Total Base Bid
	Prime Contract Bid <input type="checkbox"/>	Joint Venture Bid <input type="checkbox"/>	Supply or Service Subcontract <input type="checkbox"/>	Construction Subcontract <input checked="" type="checkbox"/>				
HUD Section 3 Business Firm Name <u>WC Jones</u>					<u>Asphalt Paving</u> <u>\$ 80000.<sup>00</sup></u>	<u>Asphalt Paving</u>	<u>80000.<sup>00</sup></u>	<u>10%</u>
Tax I.D. Number <u>31-0955590</u>								
Street Address <u>905 South Broadway</u>								
City/State/ Zip Code <u>Dayton OH 45417</u>								
Phone <u>937-228-1253</u>								
Total \$ Amount of PRIME CONTRACTOR'S Base Bid <u>\$ 796,871.<sup>27</sup></u>		Total \$ to HUD3 Firm <u>\$ 80000.<sup>00</sup></u>		Total % to HUD 3 Firm <u>10%</u>				
PRIME CONTRACTOR'S PRINTED NAME AND SIGNATURE								
<u>Peter W Flora</u>				Street Address <u>1780 Enon Road</u>				
<u>Peter W Flora</u>				City/State/Zip <u>Springfield OH 45502</u>				



**ADDENDUM NO. 1**

**2016 CDBG Residential Asphalt Resurfacing  
(Federal Construction Funds)  
(10% HUD Section 3 Participation)**

**July 1, 2016**

**TO ALL BIDDERS:**

This addendum, including all articles and corrections listed below, shall be taken into account in preparing the "Bid Forms" and shall become part of the Contract.

All bidders are requested to attach this Addendum to the Bid Form and return to the City.

**ITEM NO. 1**

Replace the existing Bid Form 3b with the attached Bid Form 3b (REVISED 7/1/2016). This makes all island repairs a Square Yardage measurement.

July 1, 2016  
Steve Finke  
Deputy Director of Public Works



# City Manager's Report

5.

**From** 3210 - Aviation/AP Admin & Finance

**Date** August 10, 2016

**Expense Type** Award of Contract

**Supplier, Vendor, Company, Individual**

**Total Amount** \$275,200.00 through June 2017

**Name** Staffco Construction Co.

**Address** 1340 Spangler  
Fairborn, Ohio 45324

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Aviation Capital	51121-3210-1423-43-AVC207	\$275,200.00

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

**Description**

**SIGNAGE AND FENCE REPLACEMENT PROJECT DAYTON INTERNATIONAL AIRPORT  
(OPEN MARKET CONTRACT)**

The Dayton International Airport's Signage and Fence Replacement project includes the demolition and new construction of the General Aviation Center #1 monument sign at the SW corner of Wright Dr. and N. Dixie Dr. The sign has masonry, tile pre-cast concrete, signage and landscaping components. This project also includes the replacement of a section of the existing fence and gates along N. Dixie Highway.

Three (3) bids were received for this project. It is recommended that the contract be awarded to the lower bidder, Staffco Construction Co. The total contract amount is \$275,200, including the base bid of \$76,000, Add Alternate No. 1 (Fence Replacement) of \$191,000, and Add Alternate No. 2 (Contingency) of \$8,200. The engineer's estimate of cost for this project was \$289,948. The time of completion is 90 Calendar Days. The contract will be awarded at execution and is not expected to be closed until June of 2017.

The project is being funded with \$275,200 in Aviation Capital. A Certificate of Funds, Tabulation of Bids, and the proposal from the firm recommended for award are attached.

Copy: Public Works/Business Office

**Signatures/Approval**

*Approved by City Commission*

Division \_\_\_\_\_

Department \_\_\_\_\_

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

Clerk \_\_\_\_\_

Date \_\_\_\_\_





## MEMORANDUM

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July 25, 2016

TO: Frederick Stovall, Director  
Department of Public Works

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

SUBJECT: **Signage and Fence Replacement Dayton International Airport (OM)**

The apparent low bidder, Staffco Construction Co, 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 Staffco Construction Co.

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

**PROJECT: SIGNAGE AND FENCE REPLACEMENT DIA (OPEN MARKET)**

**Cost Estimate: \$289,948.00**

**BID OPENING: JUNE 9, 2016**

**ESTIMATED COMPLETION DATE: 90 Calendar Days**

	<b>CONTRACTOR</b>	<b>BASE BID</b>	<b>ALTERNATE #A-1(Fence Replacement)</b>	<b>ALTERNATE #A-2 (Contingency)</b>	<b>ESTIMATED COMPLETION DATE</b>
<b>1</b>	STAFFCO CONST.	\$76,000.00	\$191,000.00	\$8,200.00	90 Calendar Days
<b>2</b>	OUTDOOR ENT.	\$65,240.00	\$212,735.00	\$8,200.00	90 Calendar Days
<b>3</b>	WISE CONST.	\$119,400.00	\$274,000.00	\$8,200.00	90 Calendar Days



**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:

**SIGNAGE AND FENCE REPLACEMENT PROJECT**  
**DAYTON INTERNATIONAL AIRPORT**  
**(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)

SIGNAGE AND FENCE REPLACEMENT PROJECT  
DAYTON INTERNATIONAL AIRPORT  
(OPEN MARKET)

BASE BID

This Base Bid, Single-Prime (All Trades) Contract: The Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by **LWC Incorporated** and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	PRICE	TOTAL
B-1	Base Bid	1	LUMP	<u>\$ 76,000.<sup>00</sup></u>	<u>\$ 76,000.<sup>00</sup></u>

TOTAL BASE BID (Includes work for all trades): \$ 76,000.<sup>00</sup>

ADD ALTERNATE NO. A-1

FENCE REPLACEMENT

This alternate is as specified in Specification 012300 ALTERNATES.

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	PRICE	TOTAL
A-1	Fence Replacement	1	LUMP	<u>\$191,000.<sup>00</sup></u>	<u>\$191,000.<sup>00</sup></u>

TOTAL ADD ALTERNATE NO. A-1: \$ 191,000.<sup>00</sup>

ADD ALTERNATE NO. A-2

CONTINGENCY ALLOWANCE

This alternate is for a "CONTINGENCY" to be used in the event of unforeseen work which must be undertaken to complete this project, ONLY AS DIRECTED BY THE OWNER. The work could be as additional quantities to the bid items (either unit or lump sum items), or as non-bid items, as directed. The amount of this "ALLOWANCE" may vary as determined by the OWNER, but shall not exceed the maximum of \$8,200.00.

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	PRICE	TOTAL
A-1	Contingency Allowance	1	LUMP	<u>\$8,200.00</u>	<u>\$8,200.00</u>

TOTAL ADD ALTERNATE NO. 1: \$8,200.00

**SIGNAGE AND FENCE REPLACEMENT PROJECT**  
**DAYTON INTERNATIONAL AIRPORT**  
**(OPEN MARKET)**

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

<u>DESCRIPTION</u>	<u>CONSIDERATION FOR MATERIALS</u>	<u>CONSIDERATION FOR OBLIGATIONS</u>	<u>\$ TOTAL</u>
TOTAL BASE BID	\$ <u>47,000.<sup>00</sup></u>	\$ <u>29,000.<sup>00</sup></u>	\$ <u>76,000.<sup>00</sup></u>
TOTAL ADD. ALT. NO. A-1 (Fence Replacement)	\$ <u>114,000.<sup>-</sup></u>	\$ <u>77,600.<sup>00</sup></u>	\$ <u>191,000.<sup>-</sup></u>
TOTAL ADD. ALT. NO. A-2 (Contingency Allowance)	\$ <u>-0-</u>	\$ <u>8,200.00</u>	\$ <u>8,200.00</u>

The time of completion fixed by the City is 90 Calendar Days.  
 Following are the names of all persons, firms, and corporations interested in the above bid as principals. If none, state that "No person or party other than the bidder is interested in this Bid."

<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.

See attached: Exhibit "A"



## EXHIBIT A

Exhibit A



**Litigation Disclosure**

Staffco is currently involved in a lawsuit filed against it by the Greeneview School District, Jamestown, Oh. The case was filed in the spring, 2015 in the Greene County Common Pleas court. The case arises out of a new build on which Staffco was the general contractor. The construction was completed in 2001. The district now alleges the roof was improperly installed by subcontractors of Staffco despite the fact the school has had the uninterrupted use of the building for the past 14 years. Staffco disputes any liability and is being defended by the Westfield Insurance Company. Discovery is ongoing and the matter has not yet been scheduled for trial.

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

Staffco Construction, Inc.

Ohio

Jon Stafford, President

Mark Gruber, Executive Vice President

1340 Spangler Road, Fairborn, OH 45324

Telephone (937) 878-7915

Fax (937) 878-0165

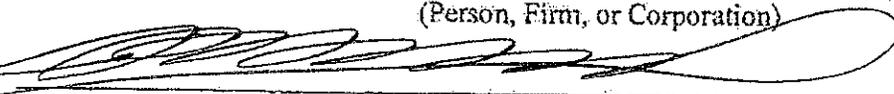
E-mail jonstafford@staffcoinc.com

Federal I.D.# 31-0828136

Dated this 9th day of June, 2016

Bidder: Staffco Construction, Inc.

(Person, Firm, or Corporation)

By: 

Title: President

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

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

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

Amount \_\_\_\_\_ Dollars

on \_\_\_\_\_ Bank

of \_\_\_\_\_ is Attached

\_\_\_\_\_  
Bidder

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

\_\_\_\_\_  
Bidder

**BID BOND**

AMOUNT \$ 267,000.

We, the undersigned, are held and firmly bound unto the City of Dayton, Ohio, in the sum of Two hundred sixty 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 awarded to the bidder, Staffco Construction, 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 9th day of June, 20 16.



Staffco Construction, Inc. Jon Stafford,  
1340 Spangler Rd., Fairborn, Ohio 45324

President Bidder



Kim Richards  
Attorney-in-Fact

Western Surety Company  
333 S. Wabash Avenue, Chicago, Illinois 60604

Surety

USI Insurance

Name of Insurance Agency

312 Elm Street, 24th Floor  
Cincinnati, Ohio 45202

Address of Insurance Agency

513 513  
Telephone 852-6344 FAX 852-6460

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

**Linda Agnor, Kim Richards, Beverly J Waker, Gregory Alan Birkemeyer, Janie M Conner, Patricia Isaacs, Individually**

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

**- In Unlimited Amounts -**

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 1st day of June, 2015.



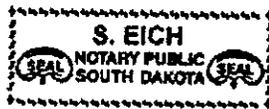
WESTERN SURETY COMPANY

Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 1st day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
February 12, 2021



S. Eich  
S. Eich, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 9th day of June, 2016.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

Client#: 1132401

STAFFCON6

**ACORD**

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
6/08/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>USI Insurance Services LLC</b> 10100 Innovation Drive, Suite 220 Dayton, OH 45342	CONTACT NAME: <b>Tami Taylor</b>	
	PHONE (A/C, No, Ext): <b>937-913-1314</b> FAX (A/C, No): <b>855-282-7618</b> E-MAIL ADDRESS: <b>tamara.taylor@usi.biz</b>	
INSURED <b>Staffco Construction, Inc.</b> P.O. Box 832 Fairborn, OH 45324	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: <b>Westfield Insurance Company</b>	<b>24112</b>
	INSURER B: <b>Federal Insurance Company</b>	<b>20281</b>
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Deductible: \$500 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		TRA3415374	10/15/2015	10/15/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		TRA3415374	10/15/2015	10/15/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		TRA3415374	10/15/2015	10/15/2016	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Ohio Stop Gap		TRA3415374	10/15/2015	10/15/2016	\$1MM/\$1MM/\$1MM
B	Builder's Risk		0663-6619	10/15/2015	10/15/2016	Per Project

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**BID DOCUMENT**

Project: Dayton International Airport / Signage & Fence Replacement

The City of Dayton (Public Works Department) and LWC, Inc. are included as Additional Insureds with respect to work performed by the Named Insured on their behalf.

CERTIFICATE HOLDER <b>City of Dayton - Public Works Department</b> 101 W. Third Street Dayton, OH 45402	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Thomas W. Chaffin</i>
--	---

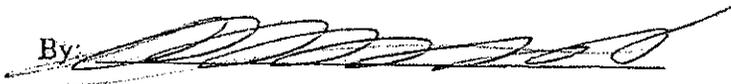


**CERTIFICATION  
OF COMPLIANCE WITH OHIO REVISED CODE SECTION 3517.13  
FOR CONTRACTS IN EXCESS OF FIVE HUNDRED DOLLARS (\$500.00)**

STATE OF OHIO,  
COUNTY OF Greene, ss:

Jon Stafford being duly sworn, deposes and states as follows:

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

By: 

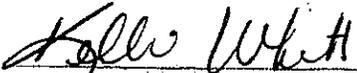
Title: President

STATE OF OHIO,  
COUNTY OF Greene, ss:

Sworn to before me and subscribe in my presence by Jon Stafford  
this 9<sup>th</sup> day of June, 2016.



KELLI WHITT  
NOTARY PUBLIC  
STATE OF OHIO  
Comm. Expires  
April 24, 2018

  
Notary Public

CITY OF DAYTON, OHIO  
Department of Public Works

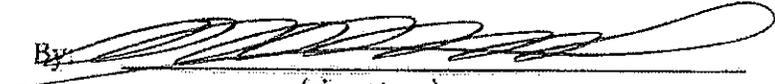
Responsible Contractor Bidding Requirements  
(Form 1 of 3)

In accordance with Ordinance No. 30575-06 of the City of Dayton, Ohio Revised Code of General Ordinances, I, Jon Stafford, President hereby certify that \_\_\_\_\_  
(print name – an Officer of the company)

Staffco Construction, 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 \_\_\_\_\_  


(signature)

Title: President

Date: 6/9/16

CITY OF DAYTON, OHIO  
Department of Public Works

Responsible Contractor Bidding Requirements  
(Form 2 of 3)

A. Please provide a complete listing of the fringe benefits provided to employees 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.]

<u>Health/Eye/Dental Insurance</u>	_____
<u>401K</u>	_____
<u>FSA - Flex Spending Account</u>	_____
<u>Life/AD&amp;D Insurance</u>	_____
_____	_____
_____	_____

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.

<u>N/A</u>	_____
_____	_____

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

<u>Saturn Electric</u>	<u>Electrical</u>
<u>Future Fence Co.</u>	<u>Fencing</u>
<u>Sign Dynamics</u>	<u>Signage</u>
_____	_____
_____	_____
_____	_____



**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:** Dayton International Airport/Signage & Fence Replacement 3600 Terminal Dr. Vandalia, OH 45377  
NAME LOCATION

During the performance of this contract:

Staffco Construction, Inc. 1340 Spangler Road, Fairborn, OH 45324 (937)878-7915 / (937)878-0165  
CONTRACTOR ADDRESS TELEPHONE / FAX

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

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

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

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

The required goals and timetables are as follows:

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

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

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

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

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

Staffco Construction, Inc. (Contractor)  
certifies that:

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

- Electric Electrical
- Fencing
- Signage
- general

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**



CITY OF DAYTON, OHIO  
HUMAN RELATIONS COUNCIL

371 West Second Street, Suite 100, Dayton, OH 45402-1417  
(937) 333-1403 • FAX 222-4589  
[www.daytonohio.gov/departments/hrc](http://www.daytonohio.gov/departments/hrc)



January 11, 2016

Staffco Construction, Inc  
Mr. Jn Stafford  
1340 Spangler Rd.  
Fairborn, OH 45324

Dear Mr. Stafford:

We have received your Affirmative Action Assurance Form and determined the following:

It is approved for one year and will expire

on February 28, 2017

If you have any questions, please contact me at (937)333-1430.

Sincerely,

Vicki Krapf  
Senior Contract Compliance Officer

NOTE: The above noted approval places your company on The City of Dayton's Approved Bidder's List. This does not certify your company as a Minority, Female or Small Disadvantaged Business

Catherine H. Crosby  
Executive Director

Board of Directors

Anaha Sellassie  
Chair

Rev. Dr. Sherry Gale  
Vice-Chair

Dr. Olatokunbo  
Awoshakin  
Scotty Didier  
Rev. Darryl Fairchild  
Dwayne Johnson  
Michelle Kaye  
Kiya Patrick  
Michael White



Department of Administrative Services  
Equal Opportunity Division

Approved

**CERTIFICATE OF COMPLIANCE**

Staffco Construction, Inc  
1340 Spangler Rd  
Fairborn, OH 45324

Effective Dates: 2/19/2016 through 08/17/2016

A handwritten signature in black ink, appearing to read "Gregory L. Williams", is positioned above the printed name.

Gregory L. Williams  
Deputy Director  
State EEO Coordinator

*Service, Support, Solutions for Ohio Government*

*The State of Ohio is an equal opportunity employer*

Equal Opportunity Division | 4200 Surface Road | Columbus, Ohio 43228  
Phone 614-466-8380 | FAX 614-728-5628 | Web: [www.das.ohio.gov/eod](http://www.das.ohio.gov/eod)

John Kasich, Governor  
Robert Blair, DAS Director  
Gregory L. Williams, Deputy Director

# EXHIBIT "B"

## Vendor PEP

For information regarding this list contact: Wick Kapfay@daytonohio.gov  
THESE CERTIFICATIONS REMAIN VALID UNTIL FURTHER NOTICE

#	Vendor Name	Certifications							Business Description	Corporate Email	Contact Last Name	Contact First Name
		DLSB	HUD	MBE	SBE	WBE	WSTR	SRV				
1	1st Advance Security and Investigations, Inc	X		X	X			X	Security Guard Services and Training	darryl.johnson1st@gmail.com	Johnson	Darryl
2	A To Z Maintenance			X	X			X	Poured Concrete Foundation and Structure Contractors,	kblock@woh.rr.com	Block	Kenneth
3	AAA Wastewater Services, Inc. dba AAA				X			X	Rent & Sell Portable Toilets, Cleaning of Septic Tanks,	theresa.miller@aaawastewater.com	Miller	Tina
4	Abbel Rents & Sells, Inc.				X	X			Party Equipment Rental	abbelrents@fuse.net	Martin	Laraine
5	ABS, LLC dba Army Business Solutions LLC			X	X			X	IT Software and Programming	psaini@abs-us.com	Saini	Parvinder
6	AKA Construction, Inc.				X	X		X	Industrial Building Construction, Commercial and	amy@aka-construction.com	Goostinsky	Amy
7	Allied Technical Services Dba Allied Pump Rentals				X	X		X	Sewage and Waste Treating Equipment and Supplies,	donna.lansing@alliedpumprentals.com	Sayre	Douglas
8	Anthony James Painting			X	X			X	Painting and Wall Covering Contractors, Painting,	aj_trucks@yahoo.com	James S	Anthony
9	Ardent Technologies, Inc.			X	X			X	Computer IT Consulting Service	ohbids@ardentinc.com	Appianam	Mias
10	Asc Group Inc				X	X		X	Architectural Services, Landscape Architectural Services,	sskinner@ascgroup.net	Skinner	Shaune
11	Auxano Environmental LLC				X	X		X	Ecological Restoration, Environmental Impact Studies,	auxanoenvironmental@outlook.com	Lasky	Nichole
12	Aztec Electric, Inc.			X	X			X	Electrical Contractor	gmiraicek44@gmail.com	Miraicek	George
13	Barr Engineering Inc.			X	X			X	Engineering		Farr	Anthony
14	Barwick Disposal Services	X		X	X			X	Non Hazardous recycling	anthonybarwick@att.net	Barwick	Anthony
15	Beals Janitorial Services LLC			X	X			X	Janitorial Services, Building Maintenance, Commercial	bealsjanitorialservices@gmail.com	Beal	Keith
16	Bergray, Inc.				X			X	Industrial Building Construction, Commercial and	kipp@bergrayinc.com	Bonne	Joshua
17	Benchmark Industrial Supplies				X	X		X	Footwear Merchant Wholesalers, Medical, Dental, and	patry@benchmarkindustrial.com	Walsh	Nancy
18	Billy Back Excavating Ltd				X			X	Site Preparation Contractors	bbackstate@stxglobal.net	Bark	Billy
19	Bladecutter's Lawn Service Inc		X			X		X	Landscaping, Grounds Maintenance, Tree Trimming,	info@bladecutters.com	Scott	Laura
20	Braham Llc, (Broker)				X	X		X	Plumbing and Heat Equipment and Supplies Merchant	crissy@bra-har.com	Elliot	Christina
21	Brian Brothers Painting & Restoration Llc				X			X	Painting and Wall Covering Contractors, Restoration	khaox@brianbrospainting.com	Trucpos	Brian
22	Bright Street Supply LLC (Broker)	X			X	X		X	Concrete Products	julia@brightstreet.biz	Wolke-Scottley	Julia
23	Bright Street, LLC	X			X	X		X	Electrical Contractor	julia@brightstreet.biz	Wolke-Scottley	Julia
24	C&L Carpet	X		X	X	X		X	Floor Contractor and Home Furnishing Merchant	clicarpet@gmail.com	Anderson	Ashley
25	Cad Concepts Inc				X	X		X	Engineering Services, Architectural Services	joyce@ccconcepts.com	Johnson	Joyce
26	Cannon Construction Services, Llc				X			X	Water and Sewer Line and Related Structures	idonnaferrell@cncsr.com	Ferrell	Donna
27	Cardinal Diversity Group (Broker)	X		X	X			X	Electrical Apparatus and Equipment, Wiring Supplies, and	ewilliams@cardinaldiversity.com	Williams	Edward
28	Cirrus Consulting	X			X	X		X	and Employment Agency & Search Firm services, nurses,	jkahn@cirrusohn.com	Kahn	Julia
29	Clark's Excavating & Trucking				X	X		X	Trucking, Site Preparation Contractor and All Other	jklscark@aol.com	Clark	Jeffery
30	Cobly Woodworking, Inc	X			X			X	Wood Office and Store Fixtures /Finish Carpentry	colkyw@aol.com	Cobly	Paula
31	Cokwater Consulting, Llc				X	X		X	Environmental Engineering and Consulting	krtsch@cokwaterconsultants.com	Rtsch	Winston
32	Contech Design, Inc.			X	X			X	Consulting Engineering Service and Drafting and Design	engineers@contechdesign.com	Sinha	Panna
33	Countryside Gardens, Inc.			X	X	X		X	Landscaping	jjohnkathy@aol.com	Lomozor	Kathy
34	CPM Enterprises LLC	X		X	X			X	Janitorial Services	alisk@sbglobal.net	Powell	Albert
35	Creative Photography			X	X			X	Photography Studios, Portrait and Commercial	alowephoto@fuse.net	Lowe	Anthony
36	Cyp Studios/Cyppedium Landscape Architecture				X	X		X	Landscape Architecture Services and Planning	eric@cypstudios.com	Martin	Florentia
37	D & R Fourman Llc				X			X	Site Preparation Contractors	dfourmanllc@gmail.com	Fourman	Lesley
38	D. Johnson Enterprises			X	X			X	Office/Computer Supplies, Furniture Systems	jeatman@wp-int.com	Johnson	Danie
39	D A.G. Construction Company, INC.			X	X			X	General Construction	shah@dag-cons.com	Hall	Stephanie
40	D3 Planning Solutions LLC			X	X			X	Telecommunications consulting, Fiber optics, Computer	management@d3plans.com	Pilat	Isabelle
41	Dayton Sweeping Service Inc/Dss Sweeping	X			X	X		X	Construction Sweeping, Parking Lot Sweeping,	niki@dss-sweeping.com	Kroeger	Lila
42	Dickinson Construction			X	X			X	Landscape Services, Construction Supplies, Solid Waste	rcrawford@bssourcelandscaping.com	Anderson	Najah
43	Diversified Mechanical Systems Lc (Broker)	X		X	X			X	Plumbing and HVAC Merchant Wholesaler (Broker)	ehardawayjr@sbglobal.net	Hardaway	Edward
44	Do It Right Painting	X		X	X			X	Painting & Wall Covering Contractor, New Home Painting	gary.fancher@hotmail.com	Fancher	Gary
45	Done Right Commercial Cleaning	X		X	X			X	Janitorial Services, Carpet Cleaning, Flooring Maintenance	kevin.belcher1@aol.com	Belcher	Kevin
46	Done Right Commercial Cleaning											
47	Done Right Commercial Cleaning											
48	DT Trucking, LLC				X	X			Trucking	tbeury@woh.rr.com	Geary	Tami
49	Dynotec, Inc.			X	X			X	Civil Engineering, Land Surveying	vhead@dynotecinc.com	Hofa	Tobias
50	Ebony Construction Company Inc			X	X	X		X	Highway, Road & Bridge Construction, Poured Concrete	lkdwel@ebonyco.com	Hall	Amy
51	Edward Hanson Renovations			X	X			X	Residential Remodeling, grounds maintenance and some	edwardhansonrenovations@gmail.com	Hause	Thomas
52	Eggeman Engineering & Consulting Llc				X	X		X	Civil Engineering & Design Consulting	keggeman@eec-eng.com	Eggeman	Kristu
53	Emm Black's Distributor	X		X	X			X	Electrical and Electronic Appliance, Television, and Radio	sblackjr@aol.com	Black	Samuel
54	Environmental Technologies & Communications				X	X		X	Environmental Engineering and Public Relations Consulting	pat.esposito@etc-online.com	Esposito	Pat
55	Ergon Site Construction, LLC			X	X			X	Demolition and Trucking	hJordan@ergonsite.com	Jordan	Kately
56	Ewgl Trucking & Construction	X		X	X			X	Trucking, Site Preparation Contractors	ewoltrucking30@yahoo.com	Lowe	Kevin
57	Eyler Asbestos, LLC	X		X	X	X		X	Remediation Services (Asbestos, Mold and Lead	keylerasb@aol.com	Eyler	Karen
58	Faith Daniel And Company, Lc.				X	X		X	Specialty Trade Contractor and Supplier (Fabricate and	fdcllc@faithdaniel.com	Dane	Faith

WSTR = Construction, SRV = Service, SUP = Supplies  
DLSB = Dayton Local Small Business Enterprise, MBE = Minority Business Enterprise, SBE = Small Business Enterprise, WBE = Woman Business Enterprise

Vendor PEP

For information regarding this list contact: Vicki Kraof@tomboro.gov  
THESE CERTIFICATIONS REMAIN VALID UNTIL FURTHER NOTICE

#	Vendor Name	Certifications					Categories			Business Description	Corporate Email	Contact Last Name	Contact First Name
		DLSB	HUD	MBE	SBE	WBE	CSTR	SRV	SUP				
59	Finergy Global Solutions, LLC			X	X	X		X	X	Incentive Programs, Safety Awards, Improve Morale, Traffic Engineering Services	ribbon@finergy.biz	Ferguson	Anjala
60	First Star Safety, LLC			X	X	X		X	X	Traffic Engineering Services	mark.knabb@firststarsafety.com	Hollatz	Kevin
61	First Systems Inc		X	X	X			X	X	Janitorial Services, Lawn Care, Building Maintenance and	kwaibers@firstsystems.biz	Walters	Kevin
62	Gardner-Tobin Inc	X		X	X	X			X	Hardware Merchant Wholesalers, Door Hardware, Steel	kathy@gardner-tobin.com	Krafka	Kent
63	Garrett & Associates			X	X				X	Other Construction Material Merchant Wholesalers	lgliw@earthlink.net	Garrett	Leonard
64	Garrigans.com			X	X				X	Office Supplies	julieg@garrigans.com	Garrigan	Julie
65	Gary Bryant Construction				X	X	X	X		Framing Contractors	sthompson36@webrr.com	Thompson	Tracy
66	Gerken Swafford Engineering Solutions, Llc				X	X		X		Engineering Consulting	bswafford@zoomtown.com	Swafford	Barbara
67	Gjo Distributors				X	X	X			Addition, Alteration & renovation general contractor,	giowens@prodigy.net	Dwovens	Gloria
68	Global to Local Language Solutions LLC				X	X		X		Classroom training, telecommunication relay services,	grace@glocal.com	Bosworth	Grace
69	Graphic Impact Communications Inc				X	X		X		Graphic Design Services, Marketing Consulting Services,	lal@graphic-impact.net	Leal	Leann
70	Green Star Trucking Inc		X	X	X	X	X			Trucking, Site Preparation Contractors	gstar42@aol.com	Sutton	Joyce
71	Grissom Construction Lc,				X	X	X			Culvert Construction Pipe, Curb & Gutter Construction,	grissomcbn@att.net	Grissom	Carol
72	Hoskins Agency LLC DBA HE Trucking			X	X		X	X		Trucking	he.trucking555@gmail.com	Hoskins	Darnel
73	Iceberg Home Improvements	X		X	X		X			Residential Remodeling	icb760@yahoo.com	Hill	Tony
74	Imperial Trucking & Contracting Lc,		X		X	X	X			Site Preparation Contractor, Trucking, Dump Truck of	imperialtruckn@yahoo.com	Baskeville	Earnestine
76	Indoor Environmental Specialists INC dba				X			X		Mold Assessment, Testing and Remediation/Removal, Air	bgitzinger@envirodoc.com	Gitzinger	Brendan
77	Infrastructure & Development Engineering Inc				X			X		Engineering Services	jhahn@ide-oh.com	Hahn	James
78	Integrity Services AES, LLC dba REU Smoothie				X	X		X		Juices, Misc. Food Perishables, misc. food, staple,	ambersowers@reujucebar.com	Sowers	Ambar
79	Intelitech Systems Inc			X	X	X		X		Environmental Consulting and Computer Systems Design	hpatel@itsysteminc.com	Patel	Horna
80	J & B Steel Erectors, Inc				X	X	X			Highway, Street and Bridge Construction, Structural and	toya@jbsteeel.com	Estes	Toya
81	J Enterprises Construction	X	X	X	X	X	X			Drywall & Insulation Contractors	jsmith@enterprises-construction.com	Smith	Jimco
82	J L M Trucking, Inc.				X	X	X			Trucking and Demolition & Aggregate Hauling	jlmtrk@aol.com	Murphy	Linda
83	Jacobs Service And Installment Co.			X	X		X	X		Plumbing, Heating and Air-Conditioning Contractors	srjtans@yahoo.com	Jacobs	Beth
84	Jones-Warner Consultant Services			X	X			X		Engineering and Surveying Services	jwa@joneswarner.com	Jones	James
85	Jyg Innovations			X	X	X		X		Computer Systems Design Services, Custom Computer	ggambin@jyginnovations.com	Gambin	Jacqueline
86	Kabi Associates Inc			X	X			X		Engineering- Civil, Structural and architectural	kabi@kabi.com	Yarraso	Elizabeth
87	Kettering Building Services	X		X	X	X	X			Janitoria Services and Building Maintenance	ketteringbuildingservices@yahoo.com	Shackelford	Sumeka
88	Key Cable and Supply Co Inc			X	X	X		X		Electrical cable and wire supplies, electrical equipment &	asupplee@keycableandsupply.com	Supplee	Andra
89	Kigore's Heating & Air Conditioning	X		X	X			X		Heating and Air conditioning	jkthvac@aol.com	Kigore	Jaffray
90	KODIG MEDIA			X	X			X		Motion Picture and Video Production, Advertising Agencies	koparah@kodigmedia.com	Oparah	Kalchukou
91	Kolar Design Inc			X	X			X		Graphic Design Services and Interior Design Services	chutchison@kolaridesign.net	Kolar	Kelly
92	Korreck Plumbing Company Inc			X	X	X	X			Plumbing, Heating and Air-Conditioning Contractor	nare@krrrectplumbing.com	Landis	Kenneth
94	Ladybug Services	X		X	X	X	X			Exterminating and Pest Control Services	regina@ladybugservices.com	Jelurson	Regina
95	Landscapes By Bill Atkin Inc ,			X	X	X	X			Landscaping Services and hardscape installation (patios,	atkinbill@aol.com	Atkin	Vickie
96	Lawhon & Associates Inc			X	X		X			Environmental & Engineering Services	sdaniels@lawhon-assoc.com	Daniels	Susan
98	Linked Technologies, Inc (dba 5 O' Clock			X	X	X		X	X	Computer hardware/support and store	nikia@linkedtechnologies.com	Chaudhry	Niki
100	M A C Paron Consulting Services Inc			X	X		X			Environmental Consulting Services, Testing Laboratories	macparan@macparan.com	Paranik	Michelle
101	M B J Consultants Inc			X	X		X			Construction Management including Industry Building	mbsmcs@mbjconsultants.com	President	President
102	M&S Flooring, Inc.			X	X		X	X		Commercial Flooring Contractor	swebster@msfloor.com	Webster	Susan
103	Mad River Construction Lc			X	X	X	X	X		Drywall & Insulation Contractor, Finish Carpentry, Flooring,	k.whiteaker@att.net	Whiteaker	Kan
104	MAFAZO LLC			X	X			X		Programming, Communications, and project management	max@mafazo.com	Audakh	Frankler
105	Magic Painting	X	X	X	X		X	X		Painting & Wall Covering Contractor	magicpainting.ohio@gmail.com	Jones	Tommy
107	Medi Green Med Supplies and Services LLC			X	X	X		X		Medical, Dental and Hospital Equipment and Merchant	mgreen1893@att.net	Green	Veronica
108	Medic Safe			X	X	X		X		Industrial Safety Products, Medical, Dental and Hospital	ana.obrecht@medic-safe.com	Obrecht	Ana
109	Metro Painting LLC			X	X		X			Painting, wall and ceiling repair, wall covering, drywall	metropainting.dayton@gmail.com	McConnell	Charles
110	Miami Valley Masonry			X	X	X		X		Masonry Contractor	subcontractor@att.net	Chaney	Joy
111	Miller Consulting & Visualization Service, LLC			X	X			X		Graphic Display Services, Graphic Design and Civil	billak44@embarqmail.com	Miller	William
112	National Processing Solutions, LLC	X		X	X		X			Credit Card Processing Services	nka@npsps.com	King	Albert
113	Net Quest Services, Inc.			X	X			X		Equipment Rental with Operator	dquinn@netquestservices.com	Quinn	Dwight
114	New Industry Standard Lc	X	X	X	X	X				Home Improvement (e.g. adding on, Remodeling,	marcuslynch@new-industry-standard.com	Lynch	Marcus
115	Noir Marketing and Public Relations			X	X		X			Marketing Consulting	jessica@noirmarketingandpr.com	Watters	Jessica
116	Oakley Blacktop Inc	X		X	X	X				Asphalt Paving Contractor	oakleyblacktop@aol.com	Oakley	Shelia

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Vendor PEP

For information regarding this list contact: Vicki.Krafft@daytonohio.gov  
THESE CERTIFICATIONS REMAIN VALID UNTIL FURTHER NOTICE

#	Vendor Name	Certifications					Categories			Business Description	Corporate Email	Contact Last Name	Contact First Name
		DLSB	HUD	MBE	SBE	WBE	CSTR	SRV	SUP				
117	Oregon Group Architects, Inc.	X			X			X		Architectural Services	kzpernick@oregongroup.com	Zepernick	Kyle
118	Oren Plastering Company				X	X		X	X	Drywall and Insulation Contractor, Brick, Stone and related	carold@oren-usa.com	Oren	Carol
119	P L Mechanical Llc			X	X		X	X	X	Plumbing, Heating and Air-Conditioning Contractors,	plmechcal@woh.rr.com	Brown	Bobby
120	Parrot Sports Gear dba Parrot Promo Essentials				X	X			X	Custom embroidered and screened apparel wholesale	holly@parrotsportsgear.com	Board	Holly
121	Patrick Mansford Associates				X				X	Architectural Services	pmansford@woh.rr.com	Mansford	Patrick
122	Peak Security Serv., Inc.	X		X	X	X			X	Security Guards	jpware50@sbcglobal.net	Peters-Ware	Jeanette
123	Performance Installations, LLC				X	X			X	Clean Room Install, security and safety enclosure,	kim@performanceinstallations.com	Seymour	Kim
124	PEW Demolition				X		X	X		Demolition and Excavating	pennington63@roadrunner.com	Wells	Ferry
125	Pita Pockets Llc	X		X	X				X	Catering, Concessions, Food Service	pita.pockets@yahoo.com	Lawless	Charles
126	Pixels and Dots LLC				X	X			X	Advertising Agencies, Graphic Design Services, Marketing	angela@pixelsanddots.com	Davis	Angela
127	Portfolio Painting LLC			X	X				X	Painting and Wall Covering Contractors	portfoliopainting@gmail.com	Lucas	David
129	Prudent Information Technologies Inc				X	X			X	Computer Systems Design Services, Technology	trbustillo@yahoo.com	Bustillo	Tina
130	R & R Recovery Zone Inc Dba Puroclean				X	X			X	Emergency Restoration Services and Remediation Services	brdgren@puroclean.com	Edgren	Rebecca
131	RA Consultants, LLC				X				X	Engineering Services	jlallen@raconsultantsllc.com	Allen	John
132	Rainbow Environmental Services Inc				X	X	X			Remediation Services, Asbestos, Mold, Lead Abatement	res1990@aol.com	Wilson	Sonya
133	Ralls & Jackson Cleaning & Janitorial			X	X	X		X	X	Janitorial Services and Janitorial Supplies	rallsjack@yahoo.com	Ralls	Gloria
134	Reese Electric Inc				X		X	X		Electrical Contractor	raeseelectric@embarqmail.com	Reese	Richard
135	Reliable Products And Services			X	X				X	Stationery and Office Supplies Merchant Wholesaler,	orders@rpsoho.com	Hebbs	Daniel
136	Resilient Construction Group				X		X		X	Drywall and Insulation Contractors and Roofing	rob@resilientconstruction.com	Arwood	Rob
137	Ribway Engineering Group, Inc.			X	X				X	Engineering Services, Surveying and Mapping,	ueribo@ribwaygroup.com	Enbo	Andrew
138	Robert's Hauling & Mowing Service		X	X	X	X			X	Lawn service and Junk Removal	robertshauling50@aol.com	Floppa	Mary
139	Robinson Trucking Company	X			X	X			X	Trucking		Robinson	Samuel
140	Roby Supply, dba Roby Supply	X			X								
141	Rpl Resource Group Llc	X			X				X	Construction Management Services	rlynch@rplresourcegroup.com	Lynch	Ryan
142	S K Pest Control				X	X			X	Exterminating and Pest Control Services	skpestcontrol@woh.rr.com	Hoover	Sandra
143	Schwarz Roofing, LLC			X	X	X	X	X		Roofing Contractor	schwarz7@zcomtown.com	Townes	Karen
144	Security Fence Group Inc				X	X	X	X		Fence Installation, Maintenance and Repair	nhrown@sfence.com	Frankensten	Christine
145	SEEP, LLC	X		X	X				X	Insurance Broker for Accident & Health, Variable Annuities,	seeplic@gmail.com	Todd II	Ronald
146	Sharp Conway Architects Llc	X			X	X			X	Architectural Services	mconway@scarchitects.net	Sharp	Dara
147	Shawntech Communications, Inc.			X	X				X	Computer Design Services, Security Systems Services,	records@shawntech.com	Fancher	Lance
148	Soil Testing & Engineering, Ltd.				X	X			X	Engineering Services and Testing Laboratory	salam@soiltestltd.com	Alam	Shafi
149	Soica Construction, Inc.			X	X	X	X			Construction Management	ami.kulkarni@soicaconstruction.com	Kulkarni	Ami
150	SP Drilling Services, Inc.				X	X	X	X		Foundation Drilling & Landslide Remediation	tammyp@spdrilling.com	Pschesang	Tammy
151	Space And Asset Management Inc Dba Elements			X	X				X	Interior Design and Furniture Merchant Wholesaler	mwilliams@elementstv.com	Williams	Mark
152	Speak Life On Purpose Llc	X	X	X	X	X				Mediation Consultant	kinneyg@sbcglobal.net	Kinney	Gloria
153	Special Waste Systems Inc				X				X	Hazardous Waste Treatment Disposal, Hazardous Waste	chams@specialwastesystems.com	Harris	Colleen
154	Start 2 Finish Excavating				X		X			Site Preparation Contractors, Landscaping Services	s2fxexcavating@frontier.com	Prazeo	Julia
155	Stone Environmental Engineering & Science				X	X			X	Environmental & Civil Engineering Services	marysharrett@stoneenvironmental.com	Sharrett	Mary
156	Tall View Palladium Inc		X	X	X		X			Trucking and Site Preparation Contractors, Poured	tallviewpalladium@sbcglobal.net	Tuck, III	George
157	Taylor Reconstruction, LLC			X	X		X	X		Painting and Wall Covering Contractors, Painting (Interior)	charles.taylor57@yahoo.com	Taylor	Charles
158	Teverbaugh Equipment Inc				X		X			Trucking and Hauling	williamteverbaugh@aol.net	Teverbaugh	William
159	The Clean Water Business Llc				X	X			X	Environmental Consulting, Administrative Services for	thecleanwaterbusiness@yahoo.com	McCulla	Leigh Ann
160	The Tipharah Group Corp		X	X	X	X		X	X	Interior Design/Architectural Design Services/Graphic	deirdrebrown@tipharahgroup.com	Brown-Postell	Deirdre M.
161	ThermalTech Insulation, Inc.				X	X	X	X		Drywall and Insulation Contractors	thermaltechinsulation1@gmail.com	Parrott	Elizabeth
162	Third Party Testing LLC				X	X			X	Environmental and Ecological Services, Consulting	tjones@3rdpartytesting.net	Jones	Dorothy
163	Thinsley And Associates Ltd			X	X	X			X	Insurance and Wellness Consulting	smccollum@tbenefits.com	McCollum	Stacia
164	Thinsley And Associates Ltd			X	X	X			X	Insurance and Wellness Consulting	smccollum@tbenefits.com	McCollum	Stacia
165	TLC General Contracting, LLC	X		X	X		X	X		Residential Remodeling and Landscaping	tlcrlty1@gmail.com	Curtiss	Teaven
166	Trinity Corporation			X	X			X		Business & Management Consulting	alphonso@trinity-corporation.com	Spence	Alphonso
167	True Inspection Services Llc			X	X			X		Building Inspection Services	barry.couts@trueinspectionsservices.com	Couts	Barry
168	Turn-Key Environmental Consultants Inc				X			X		Environmental Consulting Services and Remediation	linda@turn-keyenvironmental.com	Treasure	William
169	Unified Construction Services LLC				X		X	X		Residential Remodelers and Restoration, Flooring	donettaw@trustus.com	Weyrauch	Donetta
170	W M G Llc (Broker)	X		X	X				X	Office Equipment Merchant Wholesaler, Computer and	info@wmgreensales.com	Green	William
171	W.C. Jones Asphalt Paving	X	X	X	X		X			Asphalt Paving, All Other Specialty Trade Contractors, Site	wcjonesasphalt@sbcglobal.net	Lucas	Leo
172	Walz-Dettmer Supply Company dba General				X				X	Industrial Supplies, Welding & Safety Supplies, Janitorial	jend@gfwdsupply.com	Stauberg	Teri
173	Wely's Welding And Fabrication Services			X	X			X		Welding Services	marva@aol.com	Archibald	Roy
174	Wiggins Cleaning & Carpet Service			X	X			X	X	Janitorial Services	jwiggins@wigginscleaning.com	Wiggins	Jewel

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**Vendor PEP**

For information regarding this list contact: Vicki.Krapf@daytonohio.gov  
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#	Vendor Name	Certifications					Categories			Business Description	Corporate Email	Contact Last Name	Contact First Name
		DLSB	HUD	MBE	SBE	WBE	CSTR	SRV	SUP				
175	Willie F. Walker Consulting			X	X				X	Education and training, Personnel and Employment	wilfefwalker@gmail.com	Walker	Willie
176	Wise Construction Management	X		X	X		X	X		Construction Management	dfa@wiseconstructionco.com	Abney	David
177	Wise Construction, Inc.	X		X	X		X			Industrial Building Construction	dfa@wiseconstructionco.com	Abney	David
178	Wise Services Inc	X		X	X		X			General Construction	dfa@wiseconstructionco.com	Abney	David
179	Wiw Enterprise Inc				X	X	X	X		Waterproofing, Caulking, Coatings and Other Building	wiwwaterproofing@wiw.net.com	Simpson	Wickie
180	Wright Real Estate Services, LLC			X	X			X		Property Management	twright@wrightrealestateservices.com	Wright	Thomas
181	Xpand Your Brand LTD				X	X			X	Stationery and Office Supplies Merchant Wholesalers and	lynette@xybnow.com	Evans	Lynette
182	Xtek Partners, Inc				X	X		X	X	Computer Sales and Services	sharrah@xtekpartners.com	Harrah	Sue
183	Yoder Concrete Construction, Llc				X	X	X			Poured Concrete Foundation and Structure Contractors,	robertayoder@yoderconcrete.com	Yoder	Roberta
184	YourQuest Corporate Wellness Solutions				X	X		X		Health Systems Planning, Health Care Management,	jmenke@yourquest.com	Menke	Joanne

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# City Manager's Report

6.

From 6450 - PW/Civil Engineering

Date August 10, 2016

Expense Type Award of Contract

Supplier, Vendor, Company, Individual

Total Amount \$285,200.00

Name W.C. Jones Asphalt Paving Co., Inc.

Address 905 S. Broadway Street  
Dayton, Ohio 45417

Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016 Federal CDBG Funds	26526-6450-1424-54	\$185,200.00
2016 General Capital Funds	49601-6450-1424-54	\$100,000.00

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

## Description

**2016 ALLEY ASPHALT RESURFACING**  
**(10% HUD SECTION 3 PARTICIPATION GOAL/10% HUD SECTION 3 PARTICIPATION ACHIEVED)**  
**(FEDERAL CONSTRUCTION FUNDS)**

This project consists of the asphalt resurfacing of various Alleys throughout the City of Dayton. Work includes the application of tack coat, asphalt, and performing other work incidental thereto.

Three bids were received for this project. It is recommended that the contract be awarded to the lowest bidder, W.C. Jones Asphalt Paving Co., Inc., in the amount of \$285,200.00. This amount includes the base bid in the amount of \$270,268.00 and Alternate No. 1 Contingency Allowance in the amount of \$14,932.00. The estimated cost for the project was \$280,000.00. The time bid for completion is October 14, 2016.

This project is being funded using 2016 Federal CDBG Funds and 2016 General Capital Funds.

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

### Signatures/Approval

Division

Approved by City Commission

Department

Clerk

City Manager

Date

# CERTIFICATE OF FUNDS

CT 161486

## SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

X NEW CONTRACT

RENEWAL CONTRACT

CHANGE ORDER

Contract Start Date	August 10, 2016
Expiration Date	August 10, 2018
Original Commission Approval	\$ 285,200.00
Initial Encumbrance	\$ 285,200.00
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
_____	Copy of City Manager's Report
_____	Copy of Original Certificate of Funds

<b>Amount:</b> \$ 185,200.00	<b>Amount:</b> \$100,000.00
Fund Code 26526 - 6450 - 1424 - 54 - _____ - _____ Fund Org Acct Prog Act Loc	Fund Code 49601 - 6450 - 1424 - 54 - _____ - _____ Fund Org Acct Prog Act Loc
<b>Amount:</b> _____	<b>Amount:</b> _____
Fund Code _____ - _____ - _____ - _____ - _____ - _____ Fund Org Acct Prog Act Loc	Fund Code _____ - _____ - _____ - _____ - _____ - _____ Fund Org Acct Prog Act Loc

Attach additional pages for more FOAPALs

Vendor Name: W.C. Jones Asphalt Paving Co., Inc. 937.228.1253

Vendor Address: 905 S. Broadway Street Dayton OH 45417  
Street City State Zipcode + 4

Federal ID: 31-0955590

Commodity Code: 74521

Purpose: 2016 Alley Asphalt Resurfacing (10% HUD Section 3 Participation)  
(Federal Construction Funds)

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

Originating Department Director's Signature: [Signature] 7/27/16  
Date

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

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

Finance Director Signature [Signature] 8/2/16  
Date

CF Prepared by [Signature] 8/1/16 CT 161486  
Date CF/CT Number





## MEMORANDUM

July 14, 2016

TO: Frederick Stovall, Director  
Department of Public Works

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

SUBJECT: **2016 Alley Asphalt Resurfacing (10% HUD)**

The apparent low bidder, W.C. Jones Asphalt Paving Co. Inc., submitted a bid utilizing their own status to meet the participation goal. The HRC contract compliance analysis of the bids submitted verified the company is an approved bidder in the City of Dayton Affirmative Action Assurance program and that the authorized representative signed the Contractor's Certification to indicate fair hiring practices. The recommended company to receive the aforementioned construction award is as follows:

	<b>PERCENTAGE OF PARTICIPATION</b>
1. W.C. Jones Asphalt Paving Co. Inc.	
A. MINORITY BUSINESS ENTERPRISE	
B. WOMEN BUSINESS ENTERPRISE	
C. SMALL BUSINESS ENTERPRISE	
D. DAYTON LOCAL SMALL BUSINESS	
E. DISADVANTAGED BUSINESS ENTERPRISE	
F. HUD SECTION 3 BUSINESS ENTERPRISE	
W.C. Jones Asphalt Paving Co. Inc.	100.00%
<b>TOTAL PARTICIPATION</b>	<hr/> 100.00% HUD

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 Catherine Crosby at 333-1403.

**NOTE TO CONTRACTORS:**

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

**CITY OF DAYTON, OHIO**

**DEPARTMENT OF PUBLIC WORKS**

Bid Form

2010 ALLEY ASPHALT  
BESURFACING (10% HUD  
SECTION 3 PARTICIPATION)  
(FEDERAL CONSTRUCTION  
FUNDS)

Bidder

W.C. JONES ASPHALT PAVING Co.  
P.O. Box 128  
DAYTON, OHIO 45401

**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:

**2016 ALLEY ASPHALT RESURFACING**  
**(10% HUD SECTION 3 PARTICIPATION)**  
**(FEDERAL CONSTRUCTION FUNDS)**

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

**2016 ALLEY ASPHALT RESURFACING  
(10% HUD SECTION 3 PARTICIPATION)  
(FEDERAL CONSTRUCTION FUNDS)**

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL \$</u>
202	Grinding Existing Pavement (Alleys)	1,130	S.Y.	<u>12.60</u>	<u>14,238.00</u>
404	Asphalt Concrete, Modified 2" Average Depth	2,875	Tons	<u>85.00</u>	<u>244,375.00</u>
407	Tack Coat	2,590	Gal	<u>4.50</u>	<u>11,655.00</u>
<b>TOTAL BASE BID</b>				<u>\$ 102.10</u>	<u>\$ 270,358.00</u>
				#	270,268
					DE

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. The amount of this "ALLOWANCE" may vary as determined by the Engineer, but shall not exceed the maximum of \$100,000.00.

<b>ITEM NO.</b>	<b><u>DESCRIPTION</u></b>	<b>EST. <u>QUANT.</u></b>	<b><u>UNIT</u></b>	<b><u>UNIT PRICE</u></b>	<b><u>TOTAL \$</u></b>
SPL	Contingency Allowance	1	LUMP	<u>\$ 100,000.00</u>	<u>\$ 100,000.00</u>
<b>TOTAL ALTERNATE NO. 1</b>					<b><u>\$ 100,000.00</u></b>

**Bid Form (Continued)**

**2016 ALLEY ASPHALT RESURFACING**  
**(10% HUD SECTION 3 PARTICIPATION)**  
**(FEDERAL CONSTRUCTION FUNDS)**

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

<u>DESCRIPTION</u>	<u>CONSIDERATION FOR MATERIALS</u>	<u>CONSIDERATION FOR OBLIGATIONS</u>	<u>TOTAL \$</u>
TOTAL BASE BID	\$ <u>121,661.10</u> <i>DE</i> 121,571.10	\$ 148,696.90	\$ <u>270,358.00</u> <i>DE</i> \$ 270,268
TOTAL ALT. NO. 1 (Contingency Allowance)	\$ -0-	\$ 100,000.00	\$ 100,000.00

The time of completion fixed by the City is October 14, 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
<u>JOHN R. JURGENSEN</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.

Bidder is

An Individual  
Firm Name

Business Address

Telephone

Partnership  
Firm Name

Members of Firm and  
Their Business Address

Telephone

Corporation  
Name

State of Incorporation

Name and Title of  
Officers with Authority  
to Sign Contract

Home Office Address

Local Address

W.C. JONES ASPHALT PAVING CO., INC.

OHIO

LEO C. LUCAS I, PRESIDENT  
MARY C. LUCAS, VICE PRESIDENT

905 S. BROADWAY ST., DAYTON, OH 45401

P.O. BOX 188, DAYTON, OH 45401

Telephone 937.228.1253 Fax 937.228.9300

E-mail LEO.LUCAS1@wcjonesasphalt.com

Federal I.D.# 31-0955590

Dated this 7th day of July, 2016

Bidder: W.C. JONES ASPHALT PAVING CO., INC.  
(Person, Firm, or Corporation)

By: Mary C. Lucas

Title: VICE PRESIDENT

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

N/A 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 \$ 37,035.80  
\*TEN PERCENT OF (BASE + ALT 1)

We, the undersigned, are held and firmly bound unto the City of Dayton, Ohio in the sum of THIRTY THOUSAND & THIRTY-FIVE ~~80/100~~ 80/100 Dollars, for the payment of which well and truly to be made, we hereby, jointly and severally, bind ourselves, our heirs, executors, and administrators, firmly by these presents.

The condition of this obligation is such that, if the Bid attached hereto is accepted and the Contract award to the bidder, W.C. Jones Asphalt Paving Company, Inc.

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

Signed and sealed at Dayton, Ohio, this 7th day of July, 2016.

x Mr Leo C. Jones I President  
W.C. Jones Asphalt Paving Company, Inc.  
905 South Broadway, Dayton, Ohio 45408  
Bidder

Anne Tierney Anne Tierney  
Attorney-in-Fact  
International Fidelity Insurance Company  
One Newark Center, 20th Floor, Newark, NJ 07102  
Surety

USI Insurance  
Name of Insurance Agency

312 Elm Street, 24th Floor, Cincinnati, Ohio 45202  
Address of Insurance Agency

513 513  
Telephone 852-6344 FAX 852-6460

# POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR  
NEWARK, NEW JERSEY 07102-5207

**KNOW ALL MEN BY THESE PRESENTS:** That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

LINDA L. HOGLE, ANNE TIERNEY, LOUIS R. FISHER, THOMAS W. CHATHAM, RICHARD A. DAVIS,  
PAULETTE M. AERNI, PAUL J. SCHUELER, JR., BETH MALONE, THOMAS D. CASSADY

Cincinnati, OH.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office:

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY:

STATE OF NEW JERSEY  
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires March, 27, 2014

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 7th day of July, 2016

Assistant Secretary

CITY OF DAYTON, OHIO  
Department of Public Works

Responsible Contractor Bidding Requirements  
(Form 1 of 3)

In accordance with Ordinance No. 30575-06 of the City of Dayton, Ohio Revised Code of General Ordinances, I, MARY C. LUCAS hereby certify that \_\_\_\_\_  
(print name – an Officer of the company)

W.C. JONES ASPHALT PAVING 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 C. Lucas  
(signature)

Title: VICE PRESIDENT

Date: 7/7/2016

CITY OF DAYTON, OHIO  
Department of Public Works

Responsible Contractor Bidding Requirements  
(Form 2 of 3)

A. Please provide a complete listing of the fringe benefits provided to employees, including but not limited to health insurance and retirement benefits.

- OPERATORS
- ① Health & Welfare
  - ② Pension
  - ③ Training
  - ④ Education & Safety
  - ⑤ PAC/PEP Benefits

- LABORERS
- ① Health Insurance
  - ② Pension
  - ③ L-District Council
  - ④ Training
  - ⑤ LECET, ⑥ Trifund
  - ⑦ Liunapac

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.

Ohio Laborers'  
Training & Appren-  
ticeship Program

Ohio Operating  
Engineers Training  
& Apprenticeship  
Program

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

JOHN R. JURGENSEN

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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.

*We are a minority  
business enterprise  
& did not contact  
any other MBE's  
during the preparation*

*of this bid.*

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**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:

MARY C. LUCAS being duly sworn, deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of  
W.C. JONES ASPHALT PAVING (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.

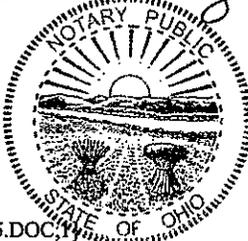
Labor organization.

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 C. Lucas  
Title: VICE PRESIDENT

STATE OF OHIO,  
COUNTY OF Montgomery, ss:

Sworn to before me and subscribe in my presence by Mary C. Lucas  
this 10th day of July, 2016



Libba L. Markowski  
Notary Public  
Notary Public, State of Ohio  
My Commission Expires  
October 03, 2016

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: 2016 Alley Asphalt Resurfacing - Various Locations in Dayton, OH  
NAME LOCATION

During the performance of this contract:

McC. Jones Asphalt Pw. PO BOX 188, 45401 (937) 228.1253/228.9300  
CONTRACTOR ADDRESS TELEPHONE / FAX

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

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

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

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

The required goals and timetables are as follows:

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

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

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

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

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

W.C. Jones Asphalt Paving Co., Inc. (Contractor)  
certifies that:

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

GRINDING OF PAVEMENT \_\_\_\_\_  
ASPHALT PAVING INSTAL. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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:** Mary C. Lucas  
 (Signature of Authorized Representative of Bidder)

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

**REPORTING PERIOD - JULY 2016**

**PROJECT:** 2016 Alley Asphalt Resurfacing Project CT16-XXXX

**TO: CITY OF DAYTON - CIVIL ENGINEERING**

**ATTN: SECTION 3 COORDINATOR**

**HUMAN RELATIONS COUNCIL**

**371 WEST SECOND STREET, SUITE 100  
DAYTON, OHIO 45402**

From:	MARY LUCAS
Company:	W. C. JONES ASPHALT PAVING CO., INC.
Mailing Address:	PO Box 188
City, State, Zip Code:	DAYTON, OHIO 45401
Telephone / Fax No.:	(937) 228-1253/ (937) 228-9300

7/8/16      7/15/16      7/22/16      7/29/16

Name of Employee	Employee ID	Address w/ City, State, and Zip	Ethnic Group & DPS Residency					Trade	Classification				No. of Hours Worked					
			Black	Hispanic	American Indian	Asian	DPS Resident		Journeyman	Helper	Apprentice	Trainee	1st Week	2nd Week	3rd Week	4th Week	5th Week	Totals
ROGER J BARRETT	8078	P. O. Box 61312 DAYTON, OHIO 45402	X					X					0.0	0.0	0.0	0.0	0.0	0.0
JOHN C JOHNSON	7216	1217 LINDA VISTA AVE. DAYTON, OHIO 45406	X					X					0.0	0.0	0.0	0.0	0.0	0.0
LEO C LUCAS I	5340	4966 GLENCROSS RD. DAYTON, OHIO 45406	X					X					0.0	0.0	0.0	0.0	0.0	0.0
MARY C LUCAS	5340	4966 GLENCROSS RD. DAYTON, OHIO 45406	X					X					0.0	0.0	0.0	0.0	0.0	0.0
DENNIS KIRKSEY	9510	714 VERONA RD. DAYTON, OHIO 45417	X					X					0.0	0.0	0.0	0.0	0.0	0.0
FATIMA SANDERS	9802	2831 YERGAN COURT DAYTON, OHIO 45406	X					X					0.0	0.0	0.0	0.0	0.0	0.0
HENRY BARRETT JR	0497	511 N. GETTYSBURG AVE DAYTON, OHIO 45417	X					X					0.0	0.0	0.0	0.0	0.0	0.0
GARY WALLACE	8964	1007 LENITA AVE. DAYTON, OHIO 45417	X					X					0.0	0.0	0.0	0.0	0.0	0.0
<b>TOTALS</b>													<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

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

Project Name:

2016 Alley Asphalt Resurfacing Project

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	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Asphalt paving & milling		
Tax I.D. Number:	W.C. JONES ASPHALT PAVING CO., INC.						
Street Address:	31-0955590						
City/State/ Zip Code:	905 S. BROADWAY ST.						
Phone (area code/#):	DAYTON, OHIO 45417						
E-mail:	LEO.LUCAS1@WCJONESASPHALT.COM						
Total \$ Amount of PRIME CONTRACTOR'S Base Bid:		\$270,358 <sup>00</sup>		Total \$ to subcontract		14,288 <sup>00</sup>	
						Total % subcontract: 5.2%	
PRIME CONTRACTOR'S REPRESENTATIVE				Street Address			
Print Name: LEO C. LUCAS I				P.O. BOX 188			
Sign Name: Mr. Leo C. Lucas I				(Mailing)			
				City/State/Zip			
				DAYTON, OHIO 45401			

**WAIVER REQUEST DOCUMENTED ACTIVITY FORM**

Date 7/7/2016

Project: 2016 Alley Asphalt Resur. Participation Goal (list only one): 100%

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 <b>MBE/WBE/SBE/DLSB or HUD3</b> 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 <b>MBE/WBE/SBE/DLSB or HUD3</b> 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 <b>MBE/WBE/SBE/DLSB or HUD3</b> participation, even when the bidder might otherwise prefer to perform these work items with its own forces.
✓	Negotiated with <b>MBE/WBE/SBE/DLSB or HUD3</b> subcontractors, and has taken the subcontractors' price and capabilities, as well as the contract goals, into consideration. Rejected <b>MBE/WBE/SBE/DLSB or HUD3</b> as being unqualified only with reasons based on a diligent investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
✓	Provided interested <b>MBE/WBE/SBE/DLSB or HUD3</b> 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: <b>MBE/WBE/SBE/DLSB or HUD3</b> ). Contacting HRC for the certified list will not be deemed as sufficient good faith efforts.
Bidding Company Name:	<u>W.C. JONES ASPHALT PAVING CO., INC.</u>



**CITY OF DAYTON, OHIO**  
**HUMAN RELATIONS COUNCIL**

371 West Second Street, Suite 100, Dayton, OH 45402-1417  
(937) 333-1403 • FAX 222-4589  
[www.daytonohio.gov/departments/hrc](http://www.daytonohio.gov/departments/hrc)

July 31, 2015

W.C. Jones Asphalt Paving Co., Inc  
Leo Lucas I  
905 S. Broadway ST  
Dayton, Ohio 45417

Dear Mr. Lucas

Your company was certified in 2014 as a HUD3 Section 3 Business with the City of Dayton's Human Relations Council. Per the letter you received with your initial approval, the certification must be renewed each year. **Your certification expires on August 14, 2015.** You must submit proper documentation to renew the certification or lose the HUD Section 3 Business Certification.

**To renew, please provide the following documentation via email, fax or U.S. Mail:**

- 1) Updated Employee List containing all employees. You will find the Business Employee List form attached.; and
- 2) Certificate of Good Standing, which may be obtained by visiting <http://www.sos.state.oh.us/Businesses/BusinessInformation/cogs.aspx> ; and
- 3) Completed Renewal Request Form. Please find the renewal form attached. You must provide verification if any of the following is true:
  - Business Name Change
  - Change in Ownership
  - Change in business type (e.g. LLC converted to Corporation)

Renewal of your HUD Section 3 Certification is your responsibility. This letter is sent as a courtesy. For additional information on the HUD Section 3 program, please visit [www.daytonohio.gov/section3](http://www.daytonohio.gov/section3). Questions or comments may be directed to Juleda Hyde at (937) 333-1403 or via email at [Juleda.Hyde@DaytonOhio.gov](mailto:Juleda.Hyde@DaytonOhio.gov).

Sincerely,

Juleda Hyde  
Contract Compliance Officer

Cc: Ms. Catherine Crosby



Catherine H. Crosby  
Executive Director

Board of Directors

Patricia Rickman  
Chair

Amaha Sellassie  
Vice-Chair

Dr. Olatokunbo  
Awoshakin  
Jerry Bowling, III  
Scotty Didier  
Rev. Darryl Fairchild  
Rev. Dr. Sherry Gale  
Dwayne Johnson  
David Larson  
Gabriela Pickett-Mosier

**Company Contact Information**

**Company Name:** W.C. JONES ASPHALT PAVING Co, INC.  
**Address:** 905 S. BROADWAY ST.  
**Contact Person:** MARY C. LUCAS OR LEO C. LUCAS I  
**Phone:** 937.228.1253  
**Email Address:** LEO.LUCAS1@WCJONESASPHALT.COM

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# Section 3 Plan

2016 ALLEY ASPHALT RESURFACING  
(10% HUD SECTION 3 PARTICIPATION)  
(FEDERAL CONSTRUCTION FUNDS)

VARIOUS LOCATIONS  
DAYTON, OHIO

## SECTION 3 PLAN

This document serves as the Section 3 Plan for **2016 Alley Asphalt Resurfacing (10% HUD Section 3 Participation) (Federal Construction Funds)** in compliance with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended.

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

## NUMERICAL GOALS FOR TRAINING AND EMPLOYMENT OPPORTUNITIES

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

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

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

- (i) 30 percent of the aggregate number of new hires/training opportunities resulting from funds awarded for FY and continuing thereafter. Number of Section 3 jobs/training opportunities anticipated 4. (67% - 4 of 6)

## PREFERENCE FOR SECTION 3 RESIDENTS IN TRAINING AND EMPLOYMENT OPPORTUNITIES

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

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

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

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

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

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

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

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

**SECTION 3 TRAINING AND EMPLOYMENT GOALS**

Name of Project: 2016 Alley Asphalt Resurfacing  
 Name of Contractor: W.C. Jones Asphalt Paving Co., Inc.  
 Amount of Award: \$ \_\_\_\_\_

	# of Anticipated Hires	# of Anticipated Section 3 Hires (MUST be at least 30% of Anticipated Hires)	# of Current Employees	# of Current Section 3 Employees
Skilled OP/LAB/CEM	4	4 (100%)	2	0
Semi-Skilled	0	0	0	0
Skilled Trainees	0	0	0	0
Unskilled Trainees	0	0	0	0
Semi-Skilled Trainees	0	0	0	0
Professional & Admin	0	0	3	0
Clerical	0	0	0	0
Apprentices	0	0	0	0
Other	0			

TOTALS            4            4            5            4

**REPORTING PERIOD - JULY 2016**

**PROJECT:** 2016 Alley Asphalt Resurfacing Project CT16-XXXX

**TO: CITY OF DAYTON - CIVIL ENGINEERING**

**ATTN: SECTION 3 COORDINATOR**

**HUMAN RELATIONS COUNCIL**

**371 WEST SECOND STREET, SUITE 100  
DAYTON, OHIO 45402**

**From:** MARY LUCAS

**Company:** W. C. JONES ASPHALT PAVING CO., INC.

**Mailing Address:** PO Box 188

**City, State, Zip Code:** DAYTON, OHIO 45401

**Telephone / Fax No.:** (937) 228-1253/ (937) 228-9300

7/8/16      7/15/16      7/22/16      7/29/16

Name of Employee	Employee ID	Address w/ City, State, and Zip	Ethnic Group & DPS Residency					Trade	Classification				No. of Hours Worked					
			Black	Hispanic	American Indian	Asian	DPS Resident		Journeyman	Helper	Apprentice	Trainee	1st Week	2nd Week	3rd Week	4th Week	5th Week	Totals
ROGER J. BARRETT	8078	P. O. Box 61312 DAYTON, OHIO 45402	X					X					0.0	0.0	0.0	0.0	0.0	0.0
JOHN C. JOHNSON	7216	1217 LINDA VISTA AVE. DAYTON, OHIO 45406	X					X					0.0	0.0	0.0	0.0	0.0	0.0
LEO C. LUCAS I	5340	4966 GLENCROSS RD. DAYTON, OHIO 45406	X					X					0.0	0.0	0.0	0.0	0.0	0.0
MARY C. LUCAS	5340	4966 GLENCROSS RD. DAYTON, OHIO 45406	X					X					0.0	0.0	0.0	0.0	0.0	0.0
DENNIS KIRKSEY	9510	714 VERONA RD. DAYTON, OHIO 45417	X					X					0.0	0.0	0.0	0.0	0.0	0.0
FATIMA SANDERS	9802	2831 YERGAN COURT DAYTON, OHIO 45406	X					X					0.0	0.0	0.0	0.0	0.0	0.0
HENRY BARRETT JR	0497	511 N. GETTYSBURG AVE. DAYTON, OHIO 45417	X					X					0.0	0.0	0.0	0.0	0.0	0.0
GARY WALLACE	8964	1007 LENITA AVE. DAYTON, OHIO 45417	X					X					0.0	0.0	0.0	0.0	0.0	0.0
<b>TOTALS</b>													<b>6.00</b>	<b>6.00</b>	<b>6.00</b>	<b>6.00</b>	<b>6.00</b>	<b>6.00</b>

**NUMERICAL GOALS FOR CONTRACTING ACTIVITIES:**

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

WC JONES ASPHALT PAVING (COMPANY NAME) commits to award to Section 3 business concerns:

1. At least 10 percent of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and
2. At least 3 percent of the total dollar amount of all other Section 3 covered contracts.
3. In the event that the contractor, subcontractor, developer and/or sub-recipient is unable to reach the goals stated above, they will be required to contribute the difference between 10% of the covered contract amount (3% for non-construction related covered contracts) and the amount provided to Section 3 business concerns and/or in the employment of Section 3 residents in to the City's Section 3 Implementation Fund.

**PREFERENCE FOR SECTION 3 BUSINESS CONCERNS:**

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

- (i) First priority will be given to Section 3 business concerns that provide economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located.
- (ii) Second priority will be given to Section 3 business concerns selected to carry out HUD funded Programs.
- (iii) Third priority will be given to Section 3 business concerns that provide economic opportunities for Other Section 3 Residents located outside the service area or neighborhood in which the Section 3 covered project is located.

HUD SECTION 3 (HUD3) PARTICIPATION FORM

Project Name: 2016 ALLEY ASPHALT RESURFACING

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

Firm Name, Tax I.D. Number and Mailing Address	Please Check One				Type of Service or Supply to be Provided	Type of Construction Work to be Performed	HUD3 \$ Amount of Total Base Bid	HUD3 % of Total Base Bid
	Prime Contract Bid <input checked="" type="checkbox"/>	Joint Venture Bid <input type="checkbox"/>	Supply or Service Subcontract <input type="checkbox"/>	Construction Subcontract <input checked="" type="checkbox"/>				
HUD Section 3 Business Firm Name <u>W.C. JONES ASPHALT PAVING CO., INC.</u>					ASPHALT PAVING & MILLING			100%
Tax I.D. Number <u>31-0955590</u>								
Street Address <u>905 S. BROADWAY ST.</u>								
City/State/ Zip Code <u>DAYTON, OHIO 45417</u>								
Phone <u>937. 228. 1253</u>								
Total \$ Amount of PRIME CONTRACTOR'S Base Bid <u>270,358</u>		Total \$ to HUD3 Firm <u>270,358</u>		Total % to HUD 3 Firm <u>100%</u>				
PRIME CONTRACTOR'S PRINTED NAME AND SIGNATURE				*Mailing*				
<u>LEO C. LUCAS I</u>				Street Address		<u>PO BOX 188</u>		
<u>Mr. Leo C. Lucas I</u>				City/State/Zip		<u>DAYTON, OHIO 45401</u>		

STATEMENT OF COMMITMENT

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

MARY C. LUCAS

COMPANY AUTHORIZED REPRESENTATIVE

X Mary C. Lucas

SIGNATURE OF AUTHORIZED REPRESENTATIVE

VICE PRESIDENT

TITLE

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

CEO@WCJONESASPHALT.COM &

937.228.1253

EMAIL ADDRESS LEO.LUCAS1@wcjonesasphalt.com

PHONE

W.C. JONES ASPHALT PAVING CO., INC.

COMPANY NAME

905 S. BROADWAY ST., DAYTON, OH 45417

COMPANY COMPLETE ADDRESS

WWW.WCJONESASPHALT.COM

COMPANY WEBSITE (if applicable)

mailing address: PO BOX 188, DAYTON, OH 45401

### SECTION 3 PLAN APPROVAL

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

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

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

Juleda Hyde

HRC SECTION 3 COORDINATOR

*Mary C. Luess*

*7/7/2016*

DATE

SIGNATURE OF SECTION 3 COORDINATOR

Catherine Crosby

HRC EXECUTIVE DIRECTOR

SIGNATURE OF EXECUTIVE DIRECTOR

DATE

REPRESENTATIVE OF AWARDING DEPARTMENT

SIGNATURE OF DEPARTMENT REPRESENTATIVE

DATE

Shelley Dickstein

CITY MANAGER

SIGNATURE OF CITY MANAGER

DATE

2016 Alley Resurfacing List

NEIGHBORHOOD	STREET	FROM	TO	S.Y.
Downtown	Lowe Ln.	North Ludlow Street	East Terminus	400
Downtown	Artz Ln.	North Wilkinson St.	North Ludlow St.	730
Downtown	1st N of Third	Patterson	Madison	750
Downtown	2nd N of Third	Patterson	Madison	720
Westwood	E of Westwood	Edison	Second	1,400
Five Oaks	N of Kenwood	Redfern	E of Salem	645
Five Oaks	E of Salem	Kenwood	N of Kenwood	200
Five Oaks	W of Grafton	N of North	Neal	560
Five Oaks	N of Manhattan	Redfern	Bellevue	960
Hearthstone	S of Linden	Humphrey	E Terminus	500
Hearthstone	W of Business Center	S Terminus	Linden	300
South Park	N of Oak	Alberta	W of Alberta	230
South Park	W of Alberta	Oak	Adams	475
South Park	N of Oak	W of Alberta	Nathan	200
South Park	E of Main	Vine	Foraker	600
South Park	N of Vine	Vine	Warren	1,048
Oregon	N of Jones	Brown St	Jackson St	530
Oregon	E of Brown	Green St.	Jones St.	230
N Riverdale	E of Main	Shadyside	Beechwood	1,075
Five Points	Downs Ln	Home Ave	Fez Ln	480
Five Points	Fez Ln	Broadway St	Williams St	410
Wright View	E of Westview	N of Third	N Terminus	333
Wright View	E of Wright	N of Third	Second	620
Wright View	N of Third	Westview	Wright	374
Wright View	N of Third	N of Third	Second	374
Wright View	N of Third	Garland Ave	Westview Ave	915
Old North Dayton	E of Troy	Warner Ave	Hart St.	1,600
Belmont	W of Dwight	Bellaire	Highview	630
Belmont	W of Dwight	Highview	Ewalt	910
Belmont	W of Dwight	Ewalt	N of Patterson	580
Belmont	N of Patterson	Whittier	Dwight	375
Belmont	N of Patterson	Dwight	Grace	375
Belmont	N of Patterson	Grace	Kingston	375
Belmont	W of Kingston	N of Patterson	Ewalt	592
Belmont	W of Kingston	Ewalt	Highview	975
Belmont	W of Springmont	NE of Watervliet	Russell	684
Belmont	W of Springmont	Russell	Weng	846
Belmont	W of Springmont	Weng	Chelsea	424
Belmont	W of Wayland	NE of Watervliet	Russell	320
Belmont	W of Wayland	Russell	Weng	848
Belmont	NE of Watervliet	Hazel	Wayland	520
Belmont	NE of Watervliet	Wayland	Springmont	520
Belmont	S of Chelsea	Hazel	W of Springmont	660
Belmont	W of Springmont	Chelsea	Highridge	490

10/10/10

BY .....

NO .....

A RESOLUTION

Declaring the Intention of the Commission to Vacate Bank Street from 57 Feet South of the South Right of Way Line of West Third Street to West Fourth Street.

WHEREAS, The vacation of Bank Street from 57 feet south of the south right of way line of West Third Street to West Fourth Street as described herein will enable the abutting property owners to develop this property; and

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

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

Section 1. That the Commission hereby declares its intention to vacate Bank Street from 57 feet south of the south right of way line of West Third Street to West Fourth Street, being more particularly bounded and described in as follows:

Being all of the 50 foot Bank Street from 57 feet south of the south right of way line of the 66 foot West Third Street to the 50 foot West Fourth Street.

The vacation shall be subject to the following conditions:

- A. The area shall be marked in a manner acceptable to the Division of Civil Engineering to indicate that it is not public right-of-way.
- B. The street openings at West Fourth Street shall be removed and replaced with curb and walk, or a driveway shall be constructed. All work shall be completed within 90 days of the vacation and to City of Dayton standards.
- C. City of Dayton Department of Water shall retain an easement over, under, and through the vacated area for its existing 6-inch water main and 8-inch sanitary sewer. With written consent from the Department of Water, these facilities may be relocated or abandoned at the expense of the applicant.
- D. Time Warner Cable shall retain an easement over, under, and through the vacated area for its existing facilities. With written consent from Time Warner Cable, these facilities may be relocated or abandoned at the expense of the applicant.
- E. Vectren shall retain an easement over, under, and through the vacated area for its existing 6-inch wrought iron gas main. With

written consent from Vectren, these facilities may be relocated or abandoned at the expense of the applicant.

- F. DP&L shall retain an easement over, under, and through the vacated area for its existing facilities. With written consent from DP&L, these facilities may be relocated or abandoned at the expense of the applicant.
- G. The applicant shall contact Miami Valley Lighting to remove the City of Dayton from billing for street lights within the vacated area.

Adopted by the Commission . . . . ., 2016

Signed by the Mayor . . . . ., 2016

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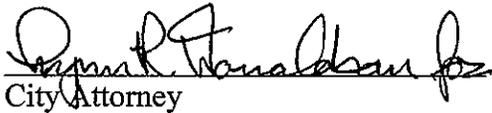
Mayor, City of Dayton, Ohio

Attest:

---

Clerk of the Commission

Approved as to form:

  
City Attorney

# MEMORANDUM



July 29, 2016

**TO:** Shelley Dickstein  
City Manager

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

**SUBJECT:** The Vacation of Bank Street from 57' South of the South Right of  
Way Line of West Third Street to West Fourth Street

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

Petition No. 21133 requesting the vacation was received from the Miami Conservancy District on May 16, 2016. The vacation will enable the abutting property owners to develop this property.

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

JRW

Attachments

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

CHECK OF PETITION

**Bank Street from 57' South of the South Right of Way Line of West Third  
Street to West Fourth Street**

Checked 5/20/16 by Joseph Weinel

Total Frontage	922.00	lin. ft.
Frontage signed	922.00	lin. ft.
Frontage not signed	0.00	lin. ft.
Percentage signed	100.0%	

<b>Name of Owner</b>	<b>Lot No.</b>	<b>Frontage</b>	<b>B.P.I.</b>
City of Dayton	7037	100.00	85-01-21,29,45-48
	PT 7037	100.00	
	7038	106.25	85-01-28
	PT 7038	35.00	85-1-34
	7039	64.25	85-1-44
	10916	45.00	85-1-33
	10917	45.00	85-1-32
	10918	45.00	85-1-31
	10919	45.00	85-1-30
	10920	100.00	85-1-36,37,53,54
	10921	100.00	85-1-38,49,50
Miami Conservancy District		135.50	85-1-51



# City of Dayton City Plan Board

## Decision Memorandum

August 13, 2015

Mr. Joe Weinel  
City of Dayton  
Department of Public Works  
101 West Third Street  
Dayton, OH 45402

**Re: V-005-2015 – Public Way Vacation – Bank Street from 57' South of the South Right of Way Line of West Third Street to West Fourth Street**

Meeting Date: August 11, 2015

Decision: Established Conditions

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

1. An easement shall be reserved for any existing Time Warner Cable facilities.
2. An easement shall be reserved for existing Vectren facilities, which currently include a 6" wrought iron gas main extending approximately 90 feet south from West Third Street.
3. An easement shall be reserved for any existing DP&L facilities.
4. The area shall be marked in a manner acceptable to the City of Dayton Division of Civil Engineering to indicate that it is not public right-of-way.
5. The street openings at West Fourth Street shall be removed and replaced with curb and walk. or a driveway shall be constructed. All work shall be completed within 90 days of the date the vacation receives final approval and to City of Dayton standards.
6. The applicant shall contact Miami Valley Lighting to remove the City of Dayton from billing for street lights within the vacated area.
7. An easement shall be retained for existing Water Engineering maintained facilities, currently a 6" water main and 8" sanitary sewer. The easement boundaries shall be ten feet west of the 6" water main and ten feet east of the 8" sanitary sewer.

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

Please contact Tony Kroeger at 333-3673 or [tony.kroeger@daytonohio.gov](mailto:tony.kroeger@daytonohio.gov) if you have any questions.



# City of Dayton

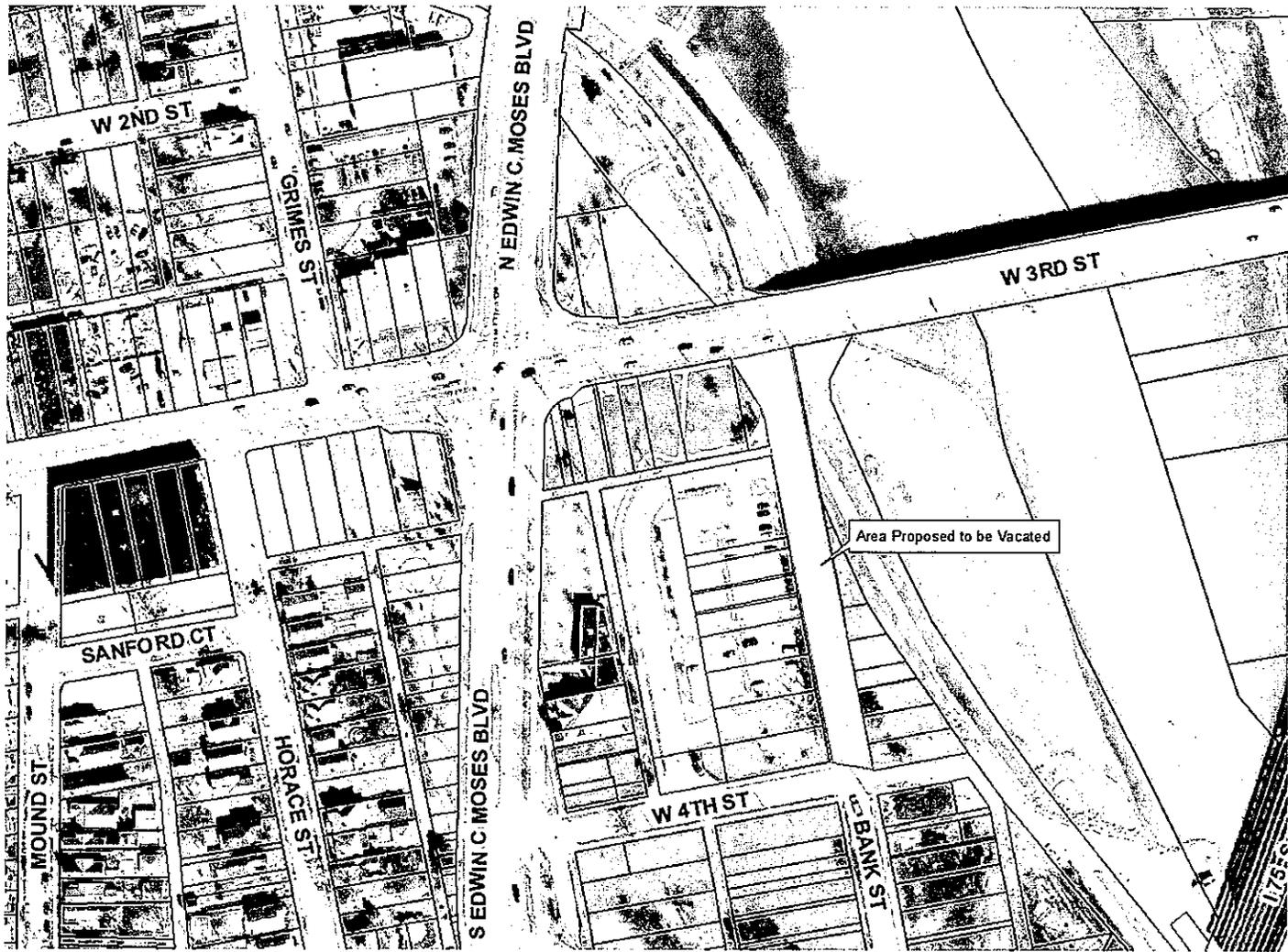
## City Plan Board

### Decision Memorandum

Sincerely,

*Ann Schenking*  
Ann Schenking, Secretary  
City Plan Board

c: Decision Memorandum Distribution List



1<sup>st</sup> Reading  
6203-16

8.

BY .....

NO .....

A RESOLUTION

Declaring the Intention of the Commission to Vacate  
Cline Street from Warren Street to Nathan Place.

WHEREAS, The vacation of Cline Street from Warren Street to Nathan Place as described herein will enable the abutting property owner to consolidate this property; and

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

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

Section 1. That the Commission hereby declares its intention to vacate Cline Street from Warren Street to Nathan Place, being more particularly bounded and described as follows:

Being all of the 49.5 foot Cline Street from the 66 foot Warren Street to the 49.5 foot Nathan Place.

The vacation shall be subject to the following conditions:

- A. The area shall be marked in a manner acceptable to the Division of Civil Engineering to indicate that it is not public right-of-way.
- B. The street openings at Warren Street and Nathan Place shall be removed and replaced with curb and walk, or a driveway shall be constructed. All work shall be completed within 90 days of the vacation and to City of Dayton standards.
- C. The City of Dayton Department of Water shall retain an easement over, under, and through the vacated area for its existing 15-inch storm sewer, 4-inch water main, and 8-inch sanitary sewer. With written consent from the Department of Water, these facilities may be relocated or abandoned at the expense of the applicant.
- D. AT&T shall retain an easement over, under, and through the vacated area for its existing aerial and underground facilities.

With written consent from AT&T, these facilities may be relocated or abandoned at the expense of the applicant.

Adopted by the Commission ..... , 2016

Signed by the Mayor ..... , 2016

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

Attest:

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

Approved as to form:

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

# MEMORANDUM



July 29, 2016

**TO:** Shelley Dickstein  
City Manager

**FROM:** Stephen Finke, Deputy Director  
Department of Public Works 47

**SUBJECT:** The Vacation of Cline Street from Warren Street to Nathan Place

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

Petition No. 21150 requesting the vacation was received from Miami Valley Hospital on June 30, 2016. The vacation will enable the abutting property owner to develop this property.

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

JRW

Attachments

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

CHECK OF PETITION

**Cline Street from Warren Street to Nathan Place**

Checked 7/11/16 by Joseph Weinel

Total Frontage	300.30	lin. ft.
Frontage signed	300.30	lin. ft.
Frontage not signed	0.00	lin. ft.
Percentage signed	100.0%	

<b>Name of Owner</b>	<b>Lot No.</b>	<b>Frontage</b>	<b>B.P.I.</b>
Miami Valley	1688	60.00	19-04-51
Hospital	3377	88.50	19-04-55
	5068	135.75	19-04-56,120
	77726	16.05	19-13-05



# City of Dayton City Plan Board

## Decision Memorandum

February 10, 2016

Mr. Buddy LaChance  
Miami Valley Hospital Real Estate Services  
110 North Main Street  
Suite 1250  
Dayton, OH 45402

**Re: V-001-2016 – Public Way Vacation – Cline Street from Warren Street to Nathan Place**

Meeting Date: February 9, 2016

Decision: Established Conditions

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

1. AT&T shall retain an easement over, under, and through the vacated area for its existing aerial and underground facilities. With written consent from AT&T, these facilities may be relocated or abandoned at the expense of the applicant.
2. An easement shall be retained for existing Water Department maintained facilities on Cline Street: 15" storm sewer, 4" water main, and 8" sanitary sewer. The easement boundaries shall be 10-feet north of the 15" storm sewer and 10-feet south of the 8" sanitary sewer.
3. The area shall be marked in a manner acceptable to the City Engineer to indicate that it is not public right-of-way.
4. The street openings at Warren Street and Nathan Place shall be removed and replaced with curb and walk, or a driveway shall be constructed. All work shall be completed within 90 days of the date the vacation receives final approval and to City of Dayton standards.

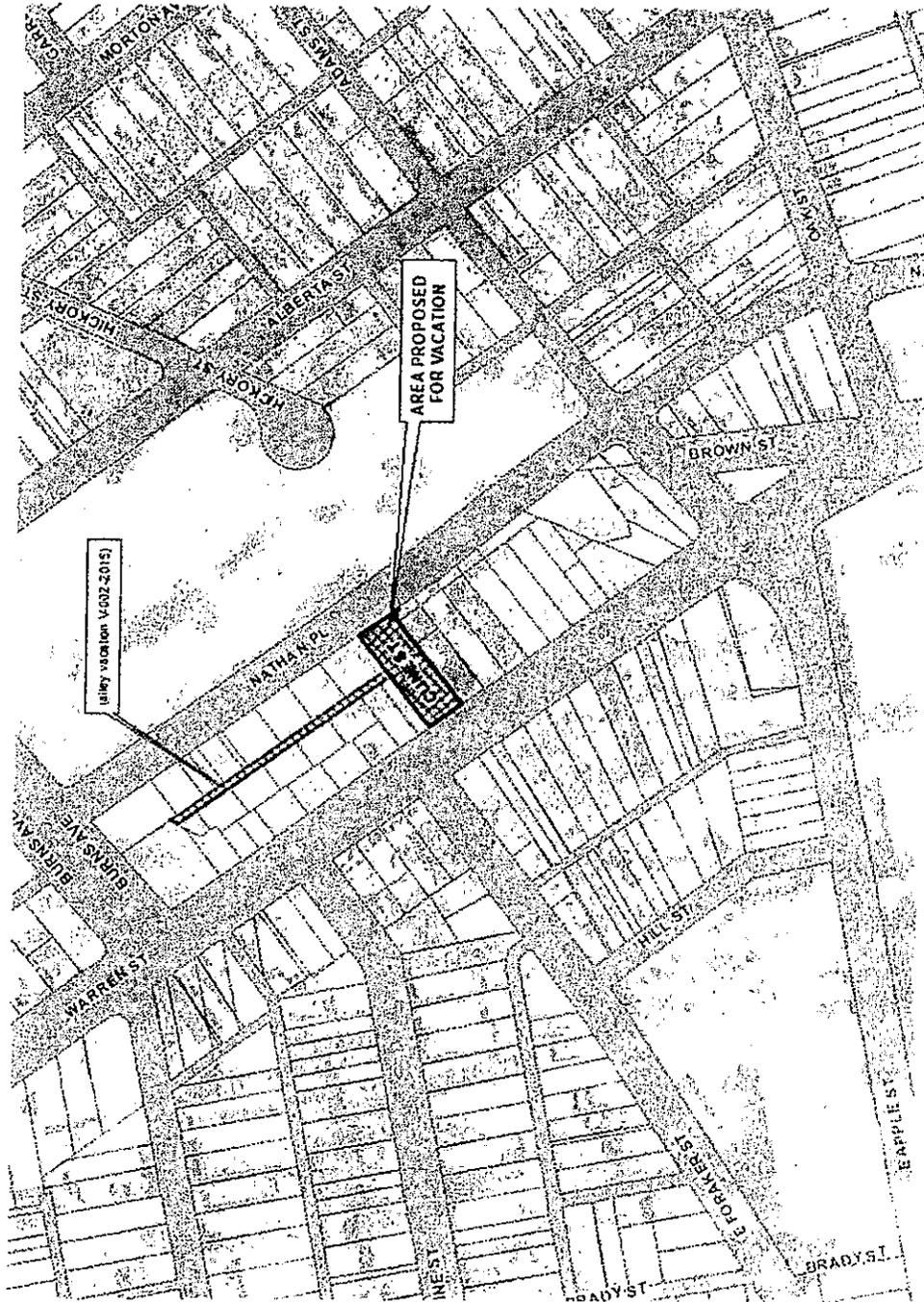
**In order to complete the vacation of this right-of-way, you must pursue the vacation request through the petition process, or process the request through Common Pleas Court. Either method of pursuing the vacation requested can take a minimum of three to four months to complete.**

Please contact Tony Kroeger at 937-333-3673 or [tony.kroeger@daytonohio.gov](mailto:tony.kroeger@daytonohio.gov) if you have any questions.

Sincerely,

  
Ann Schenking, Secretary  
City Plan Board

V-001-2016



1<sup>st</sup> Reading  
6204-16

9.

BY .....

NO .....

A RESOLUTION

Declaring the Intention of the Commission to Vacate West Fourth Street from Cedar Avenue to Bank Street, Cedar Avenue from West Fourth Street to the I 75 LA ROW, and the Alley South of West Fourth Street from the I 75 LA ROW to Bank Street.

WHEREAS, The vacation of West Fourth Street from Cedar Avenue to Bank Street, Cedar Avenue from West Fourth Street to the I 75 LA ROW, and the alley south of West Fourth Street from the I 75 LA ROW to Bank Street as described herein will enable the abutting property owners to develop this property; and

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

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

Section 1. That the Commission hereby declares its intention to vacate West Fourth Street from Cedar Avenue to Bank Street, Cedar Avenue from West Fourth Street to the I 75 LA ROW and the alley south of West Fourth Street from the I 75 LA ROW to Bank Street, being more particularly bounded and described as follows:

Being all of the 50 foot West Fourth Street from the 18 foot Cedar Avenue to the 50 foot Bank Street, all of the 18 foot Cedar Avenue from the 50 foot West Fourth Street to the I 75 LA ROW, and all of the 16.5 foot alley south of West Fourth Street from the I 75 LA ROW to the 50 foot Bank Street.

The vacation shall be subject to the following conditions:

- A. The area shall be marked in a manner acceptable to the Division of Civil Engineering to indicate that it is not public right-of-way.
- B. The alley mouth at Bank Street shall be removed and replaced with curb and walk, or a driveway shall be constructed. All work shall be completed within 90 days of the vacation and to City of Dayton standards.
- C. The street openings at Bank Street shall be removed and replaced with curb and walk, or a driveway shall be constructed. All work shall be completed within 90 days of the vacation and to City of Dayton standards.
- D. City of Dayton Department of Water shall retain an easement over, under, and through the vacated area for its existing 6-inch water main. With written consent from the Department of Water,

these facilities may be relocated or abandoned at the expense of the applicant.

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

Adopted by the Commission . . . . ., 2016

Signed by the Mayor . . . . ., 2016

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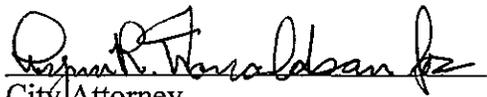
Mayor, City of Dayton, Ohio

Attest:

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Clerk of the Commission

Approved as to form:

  
City Attorney

# MEMORANDUM



July 29, 2016

**TO:** Shelley Dickstein  
City Manager

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

**SUBJECT:** The Vacation of West Fourth Street from Cedar Avenue to Bank Street,  
Cedar Avenue from West Fourth Street to the I 75 LA ROW and the  
Alley South of West Fourth Street from the I 75 LA ROW to Bank  
Street

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

Petition No. 21135 requesting the vacation was received from the Miami Conservancy District on May 16, 2016. The vacation will enable the abutting property owners to develop this property.

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

JRW

Attachments

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

CHECK OF PETITION

**West Fourth Street from Cedar Avenue to Bank Street,  
Cedar Avenue from West Fourth Street to I 75 LA ROW and  
Alley South of West Fourth Street from the I75 LA ROW to Bank Street**

Checked 5/20/16 by Joseph Weinel

Total Frontage	922.00	lin. ft.
Frontage signed	922.00	lin. ft.
Frontage not signed	0.00	lin. ft.
Percentage signed	100.0%	

<b>Name of Owner</b>	<b>Lot No.</b>	<b>Frontage</b>	<b>B.P.I.</b>
City of Dayton	7037	100.00	85-01-21,29,45-48
	PT 7037	100.00	
	7038	106.25	85-01-28
	PT 7038	35.00	85-1-34
	7039	64.25	85-1-44
	10916	45.00	85-1-33
	10917	45.00	85-1-32
	10918	45.00	85-1-31
	10919	45.00	85-1-30
	10920	100.00	85-1-36,37,53,54
	10921	100.00	85-1-38,49,50
Miami Conservancy District		135.50	85-1-51



# City of Dayton City Plan Board

## Decision Memorandum

December 9, 2015

Mr. Steve Finke  
City of Dayton Department of Public Works  
101 West Third Street  
Dayton, OH 45402

**Re: V-009-2015 – Public Way Vacation:**

- **West Fourth Street from Cedar Avenue to Bank Street.**
- **Cedar Avenue from West Fourth Street to I 75 LA ROW.**
- **Alley South of West Fourth Street from the I75 LA ROW to Bank Street**

Meeting Date: December 8, 2015

Decision: Established Conditions

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

1. AT&T shall retain an easement over, under, and through the vacated area for its existing aerial and underground facilities. With written consent from AT&T, these facilities may be relocated or abandoned at the expense of the applicant.
2. DP&L shall retain an easement over, under, and through the vacated area for its existing aerial and underground facilities. With written consent from DP&L, these facilities may be relocated or abandoned at the expense of the applicant.
3. The area shall be marked in a manner acceptable to the Division of Civil Engineering to indicate that it is not public right-of-way.
4. The alley mouth at Bank Street shall be removed and replaced with curb and walk, or a driveway shall be constructed. All work shall be completed within 90 days of date the vacation receives final approval and to City of Dayton standards.
5. The street opening at Bank Street shall be removed and replaced with curb and walk, or a driveway shall be constructed. All work shall be completed within 90 days of the days of date the vacation receives final approval and to City of Dayton standards.
6. An easement needs to be retained for the existing 6" water main on West 4<sup>th</sup> Street from Bank Street to Cedar Avenue and on Cedar Avenue all the way south to I75 LA ROW. The easement needs to be 20-feet wide with the sewer centered in the easement.

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



# City of Dayton City Plan Board

## Decision Memorandum

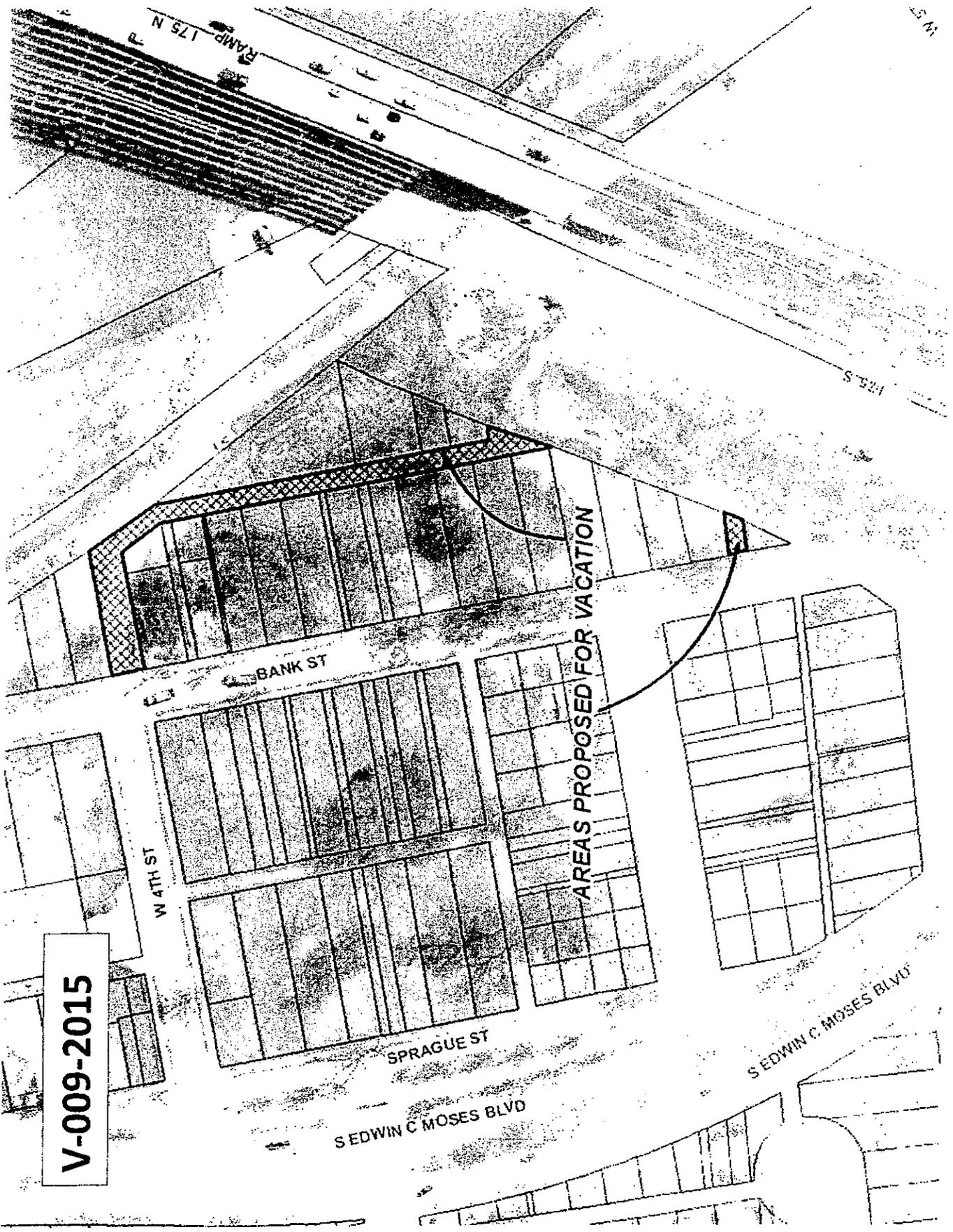
Please contact Tony Kroeger at 937-333-3673 or [tony.kroeger@daytonohio.gov](mailto:tony.kroeger@daytonohio.gov) if you have any questions.

Sincerely,

Ann Schenking, Secretary  
City Plan Board

c: Decision Memorandum Distribution List

V-009-2015



AREAS PROPOSED FOR VACATION

By.....**Mr. Shaw**.....

No.....**31505-16**.....

## AN ORDINANCE

Petitioning the County Commissioners of Montgomery County, Ohio, for Annexation of Approximately 157.234 Acres of Land, Consisting of the Dayton International Airport, to the City of Dayton, and Declaring an Emergency.

WHEREAS, The City of Dayton (the "City") has an interest in annexing land that it owns into the City; and

WHEREAS, The City currently owns approximately 157.234 acres of property, consisting of land that has previously been purchased using Federal Aviation Administration funds and that is necessary to the continued operation of the international airport commonly referred to as the Dayton International Airport, that is located in Butler Township, said property described in the legal description attached hereto as Exhibit A and depicted on the annexation plat attached hereto as Exhibit B (the "Property"), both of which are incorporated herein by reference; and

WHEREAS, The City desires to annex the Property to ensure continued operation of, and uniform maintenance and municipal services to, the Dayton International Airport; and

WHEREAS, Annexation of the Property is authorized by Ohio Revised Code section 709.19 as territory contiguous to the City of Dayton that is "necessary to the continued operation of the international airport"; and

WHEREAS, The municipally-owned territory annexation procedure must be initiated by "an ordinance authorizing the annexation to be made and directing the... city director of law of the municipal corporation, or someone to be named in the ordinance, to prosecute the proceedings necessary to effect it," and the subsequent filing of a "petition setting forth that, under an ordinance of the legislative authority of the municipal corporation, the territory described in the petition was authorized to be annexed to the municipal corporation," pursuant to Ohio Revised Code section 709.14 through 709.16; and

WHEREAS, The proposed Annexation Petition to be filed with the Board of Commissioners of Montgomery County is attached hereto as Exhibit C; now, therefore,

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

Section 1. That the City Commission considers annexation of the Property to be necessary to the continued operation of the international airport commonly referred to as the Dayton International Airport and hereby authorizes annexation of the

Property, as described in Exhibit A and depicted in Exhibit B, to be made by the City of Dayton.

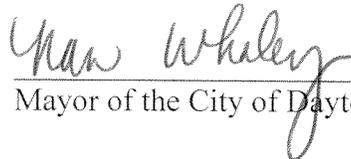
Section 2. That the City Law Director's office is hereby directed to petition the Montgomery County Board of Commissioners for annexation of the Property, the form of such petition to be substantially similar to the Annexation Petition attached hereto as Exhibit C, and to prosecute the proceedings necessary to effectuate the proposed annexation.

Section 3. That this Commission further hereby authorizes and directs the Mayor, the City Manager, the Director of Law, the Director of Finance, the Clerk of the Commission, or other appropriate officers of the City to take any other actions as may be appropriate to implement this Ordinance.

Section 4. That this Ordinance is declared an emergency for the "immediate preservation of the public peace, property, health or safety" in the City of Dayton as the annexation of the Property is necessary to the continued operation of the international airport and shall take effect immediately in accordance with Section 42 of the City of Dayton Charter.

Passed by the Commission..... **August 10** ....., 2016

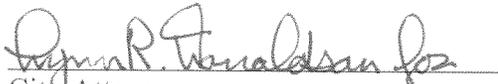
Signed by the Mayor..... **August 10** ....., 2016

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

Attest:

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

Approved as to form:

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