



CITY COMMISSION MEETING AGENDA

CITY COMMISSION

DAYTON, OHIO

AUGUST 24, 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 31st of the current year).

1. Purchase Orders:

AVIATION

- | | |
|---|--------------------|
| A1. Frost Brown Todd LLC (professional legal services as needed through 12-31-16) | \$50,000.00 |
| A2. Southwestern Ohio Council for Higher Education (college intern program services as needed through 12-31-16) | 58,320.00 |

1. (Cont'd):

HUMAN RESOURCES

B1. Wagoner Stores LLC dba Red Wing Shoe Store (safety shoes and boots as needed through 12-31-16) **\$250,000.00**

PLANNING & COMMUNITY DEVELOPMENT

C1. Robert Half International (temporary staffing services as needed through 12-31-16) **10,000.00**

WATER

D1. Southwestern Ohio Council for Higher Education (college intern program services as needed through 12-31-16) **118,200.00**

D2. Fred B. Debra Co. dba Debra-Kuempel (heating, ventilation and air conditioning – HVAC – preventive maintenance and repair services as needed through 12-31-16) **15,000.00**

D3. Shoemaker Electric Company (large motor rebuild) **11,965.00**

D4. Springfield Overhead Door LLC (commercial grade exterior and interior door replacement and repair services as needed through 12-31-16) **27,500.00**

D5. Utility Sales Agency, LLC (17 DeZurik brand plug valves) **23,136.75**

D6. Jack Doheny Supplies Ohio, Inc. (one SECA brand sewer rodder body) **65,925.41**

-Depts. of Aviation, Human Resources, Planning & Community Dev., and Water. **Total: \$630,047.16**

2. **LEXISNEXIS – Contract Modification** – for an amendment to the Lexis subscription – The Municipal Court/Court Administrator **\$18,545.40**
(Thru 8/2019)

3. **Yusko Group, Inc. dba Siena Consulting – Contract Modification** – for a first amendment to increase and extend contract for professional services – The Civil Service Board. **\$35,000.00**
(Thru 7/2024)

4. **Yusko Group, Inc. dba Siena Consulting – Contract Modification** – for a first amendment to increase and extend contract for professional services – The Civil Service Board. **\$50,000.00**
(Thru 7/2025)

B. Construction Contracts:

5. **C. G. Construction & Utilities, Inc. – Award of Contract** – for Brandt Street and Urbana Avenue Water Main Improvements (10% MBE Goal/11.87% MBE Achieved) – Dept. of Water/Water Engineering. **\$949,826.90**
(Thru 12/2017)

6. **Peterson Construction Co. – Award of Contract** – for Water Reclamation Facilities Final Clarifier Improvements (5% MBE Participation/5% MBE Achieved) (5% WBE Participation/5% WBE Achieved) (10% SBE Participation/10.12% SBE Achieved) – Dept. of Water/Water Engineering.

\$9,570,000.00
(Thru 8/2019)

E. Other – Contributions, Etc.:

7. **Samer Hamdan – Other** – for a Special Use Permit to install a handicap ramp partially in the public right-of-way at 1600 W. Riverview Avenue – Dept. of Public Works/Civil Engineering.

\$200.00

IV. LEGISLATION:

Emergency Ordinances – First and Second Reading:

8. **No. 31507-16** Amending the City’s Appropriations for the Year 2016, and Declaring an Emergency.
9. **No. 31508-16** Authorizing the Sale of Certain Real Estate to Phoenix Dayton, LLC in Connection with the Westview Industrial Park, and Declaring an Emergency.
10. **No. 31509-16** Authorizing the Submission, Acceptance, Acquisition and Purchase of Thirteen Properties from Montgomery County, Ohio, and the Subsequent Disposition of those Properties in Connection with the Real Estate Acquisition Program (“REAP”), and Declaring an Emergency.
11. **No. 31510-16** Authorizing the Submission, Acceptance, Acquisition and Purchase of Eighty-One Properties from Montgomery County, Ohio, and the Subsequent Disposition of those Properties in Connection with the Real Estate Acquisition Program (“REAP”), and Declaring an Emergency.

Emergency Resolution – Second Reading:

12. **No. 6205-16** Authorizing the City Manager to Accept a Grant in the Amount of Fifty Thousand Dollars and Zero Cents (\$50,000.00) from the Montgomery County Land Reutilization Corporation, and Declaring an Emergency.

VI. MISCELLANEOUS:

ORDINANCE NO. 31511-16

RESOLUTION NO. 6206-16

IMPROVEMENT RESOLUTION NO. 3598-16

INFORMAL RESOLUTION NO. 926-16



City Manager's Report

1

From **5530 - CS/Purchasing**

Date **August 24, 2016**

Expense Type **Purchase Order**

Supplier, Vendor, Company, Individual

Total Amount **\$630,047.16**

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) P1601059 – FROST BROWN TODD LLC, CINCINNATI, OH
- Professional legal services, as needed through 12/31/2016.
 - These services are required to provide legal consultation and representation in matters related to real property and annexation for the Department of Aviation.
 - The law firm of Frost Brown Todd, LLC is recommended based on proven past performance and subject matter expertise and experience, therefore this purchase was negotiated.
 - The Department of Law has reviewed and approved the use of this outside legal counsel for these services.
 - The Department of Aviation recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016	Legal Services	51000-3210-1152-43	\$50,000.00

Signatures/Approval

Division _____
 Department _____
 City Manager *Thomas J. Clemen*

Approved by City Commission

Clerk _____

Date _____

AVIATION (CONTINUED)**(A2) P1601060 – SOUTHWESTERN OHIO COUNCIL FOR HIGHER EDUCATION, KETTERING, OH**

- College intern program services, as needed through 12/31/2016.
- These services are required to assist the Department of Aviation provide quality programs and services by college students that are members of the Southwestern Ohio Council for Higher Education (“SOCHE”).
- SOCHE is recommended on the basis of proven past performance, therefore this purchase was negotiated.
- The Department of Aviation recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016	Other Professional Services	51000-3210-1159-43	\$16,200.00
2017	Other Professional Services	51000-3210-1159-43	\$42,120.00

HUMAN RESOURCES**(B1) P1601055 – WAGONER STORES LLC dba RED WING SHOE STORE, KETTERING, OH**

- Safety shoes and boots, as needed through 12/31/2016.
- This protective footwear is required to assure employee safety and comply with applicable regulations.
- Eight possible proposers were solicited and three proposals were received. This order establishes a firm price agreement through 12/31/2019.
- The Department of Human Resources recommends approval of this order

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016	Supplies and Materials	65000-5610-1301-62	\$25,000.00
2017	Supplies and Materials	65000-5610-1301-62	\$75,000.00
2018	Supplies and Materials	65000-5610-1301-62	\$75,000.00
2019	Supplies and Materials	65000-5610-1301-62	\$75,000.00

PLANNING AND COMMUNITY DEVELOPMENT(C1) P1600678 – ROBERT HALF INTERNATIONAL, DAYTON, OH

- Temporary staffing services, as needed through 12/31/2016.
- These services are required to maintain customer support staffing for the REAP/Lot Links program.
- Rates are negotiated to remain at 2015 pricing through 12/31/2016.
- Robert Half International qualifies as a Dayton local entity.
- This amendment increases the previously authorized amount of \$35,000.00 by \$10,000.00 for a total not to exceed \$45,000.00 and therefore requires City Commission approval.
- This is the second change order to the original purchase order. Alternatives to amending this purchase order were not considered because the temporary staff assigned by Robert Half International is a former SOCHE intern specifically trained and performing this role and, therefore, to ensure consistent quality and operational continuity.
- The need for this increase is to pay for temporary professional work for an additional ten (10) work weeks.
- The Department of Planning and Community Development recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016	Other Professional Services	10000-2380-1159-51	\$10,000.00

WATER – ADMINISTRATION(D1) P1601061 – SOUTHWESTERN OHIO COUNCIL FOR HIGHER EDUCATION, KETTERING, OH

- College intern program services, as needed through 12/31/2016.
- These services are required to assist Department of Water provide quality programs and services by college students that are members of the SOCHE.
- SOCHE is recommended on the basis of proven past performance, therefore this purchase was negotiated.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016	Other Professional Services	55000-3460-1159-54	\$7,000.00
2016	Other Professional Services	58000-3420-1159-54	\$7,000.00
2016	Other Professional Services	58000-3470-1159-55	\$7,000.00
2016	Other Professional Services	53000-3430-1159-54	\$7,000.00
2016	Other Professional Services	53000-9970-1159-54	\$7,000.00
2017	Other Professional Services	55000-3460-1159-54	\$9,200.00
2017	Other Professional Services	58000-3420-1159-54	\$19,000.00
2017	Other Professional Services	58000-3470-1159-55	\$20,000.00
2017	Other Professional Services	53000-3430-1159-54	\$22,000.00
2017	Other Professional Services	53000-9970-1159-54	\$13,000.00

WATER – WATER SUPPLY & TREATMENT**(D2) P1600115 – FRED B DEBRA CO. dba DEBRA-KUEMPEL, KETTERING, OH**

- Heating, ventilation and air conditioning (HVAC) preventive maintenance and repair services, as needed through 12/31/2016.
- These services are required to maintain heating and cooling systems.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 14001D, with firm pricing through 3/31/2017.
- This amendment increases the previously authorized amount of \$60,000.00 by \$15,000.00 for a total not to exceed \$75,000.00 and therefore requires City Commission approval.
- This is the second change order to original purchase order. Alternatives to amending this purchase order were not considered because the rates are in accordance with existing, competitively bid price agreement.
- This increase is recommended to cover unforeseeable service and repair needs.
- 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	\$15,000.00

(D3) P1601062 – SHOEMAKER ELECTRIC COMPANY, COLUMBUS, OH

- Large motor rebuild.
- This service is required to extend the useful life of the Miami South Low Service #1 Water Distribution pump motor.
- Three possible bidders were solicited and three bids were received.
- The Department of Water recommends acceptance of the low bid.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016	Supplies and Materials	53000-3430-1159-54	\$11,965.00

(D4) P1601057 – SPRINGFIELD OVERHEAD DOOR LLC, SPRINGFIELD, OH

- Commercial grade exterior and interior door replacement and repair services, as needed through 12/31/2016.
- These products and services are required to maintain exterior and interior doors.
- Twenty-one possible bidders were solicited and three bids were received. This order establishes a price agreement with firm pricing through 05/31/2019.
- 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	\$27,500.00

WATER – WATER SUPPLY & TREATMENT (CONTINUED)

(D5) P1601063 – UTILITY SALES AGENCY, LLC., CLAYTON, OH

- Seventeen (17) DeZurik brand plug valves.
- This equipment is required to replace equipment worn beyond economical repair at the Lime Reclamation and Ottawa Treatment Plant facilities.
- Twelve possible bidders were solicited and three bids were received. This order establishes a price agreement through 7/31/2017.
- The Department of Water 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	53000-3430-1301-54	\$23,136.75

WATER – WATER UTILITY FIELD OPERATIONS

(D6) P1601054 – JACK DOHENY SUPPLIES OHIO, INC., CINCINNATI, OH

- One (1) SECA brand sewer rodder body.
- This equipment is required to up-fit a new chassis, which replaces City unit #2034 and will be disposed of in the best interest of the City of Dayton.
- Rates are in accordance with State of Ohio Term Schedule #800229 and index #STS670.
- 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	Motorized Equipment	55000-3445-1412-54	\$65,925.41

The aforementioned departments recommend approval of these orders.

Requisition #
RFP #
Purchasing Buyer:
Date to be Completed by:
Submit to (Evaluation Chair):

2016HRD001
16037S
Jason Schortgen

Evaluation Criteria	Points Possible/Weight	Safety Shoe Distributors	Wagoner Stores, Inc. dba Red Wing Shoes	W.W. Grainger, Inc. dba Grainger
Cost/Price/Lump Sum Fee	45	0	40	15
Quality of Proposed Service/Satisfaction of City Needs	40	0	36	40
Past Performance	5	0	5	5
Dayton Local Business	5	0	0	0
PEP Certified Vendor	5	0	0	0
Total Score	100	0	81	60

CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION

For: Large Motor Rebuild

Dept./Div.: Water

Requisition No.: 139WTWS6

BIDDER NAME & STREET ADDRESS:		No.:	1	2	3
			Brehob Corporation	Integrated Power Services	Shoemaker Industrial Solutions
CITY:			Indianapolis	Hamilton	Columbus
STATE & ZIP:			IN 46225	OH 45015	OH 43211
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./qty	ITEM DESCRIPTION	U/M	UNIT /EXT	UNIT /EXT	UNIT /EXT
1	Please Read all bid responses to ensure that all information received from vendor is reviewed and used in the evaluation process				
	Large Motor Rebuild	EA	\$16,782.00	\$16,247.00	\$11,965.00
		TERMS:	NET 30	NET 30	NET 30
		F.O.B.:	DEST	DEST	DEST
		DELIVERY:			

• = lowest bid X = vendor selected for award

CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION

For: COMMERCIAL GRADE EXTERIOR AND INTERIOR DOOR REPLACEMENT AND REPAIR SERVICES

Dept./Div.: WATER / WATER SUPPLY AND TREATMENT

IFB NO.: D16031

Requisition No.: 093WTWS6

BID OPENING: 10:00 A.M.; 07-07-2016

BIDDER NAME & STREET ADDRESS:		No.:	1	2	3
			ACCESS DOOR CONTROLS	SPRINGFIELD OVERHEAD DOOR LLC	WAYNE OVERHEAD DOOR SALES OF DAYTON
CITY:			CINCINNATI	SPRINGFIELD	CENTERVILLE
STATE & ZIP:			OH 45239	OH 45505	OH 45458
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 #	ITEM DESCRIPTION	U/M	UNIT COST	UNIT COST	UNIT COST
PLEASE READ ALL BID/PROPOSAL RESPONSES TO ENSURE THAT ALL INFORMATION RECEIVED FROM VENDOR IS REVIEWED AND USED IN EVALUATION PROCESS					
	<u>Discount/Markup %</u>		18% Discount	20% - 30% Discount	18% - 30% Discount
1	Trip Charges				
	Standard	Lot	\$105.00	• \$0.00	• Included w/ labor + service rates
	Expedite	Lot	\$105.00	• \$0.00	
	Emergency	Lot		• \$0.00	
<u>NON-EMERGENCY SERVICE/REPLACEMENT/MAINTENANCE/REPAIR</u>					
2	Standard work hours - Labor Rate				
	One Man Rate	1st Hour	\$75.00	• \$70.00	\$80.00
		Each 30 mins	\$37.50	• \$25.00	\$40.00
	Two Man Rate	1st Hour	\$112.50	• \$90.00	\$100.00
		Each 30 mins	\$56.25	• \$40.00	\$50.00
3	Non-Standard work hours - Labor Rate				
	One Man Rate	1st Hour	\$112.50	• \$100.00	\$120.00
		Each 30 mins	\$56.25	• \$40.00	\$50.00
	Two Man Rate	1st Hour	\$168.75	• \$135.00	\$150.00
		Each 30 mins	\$84.38	• \$60.00	\$60.00
4	Week-end work hours - Labor Rate				
	One Man Rate	1st Hour	\$112.50	• \$120.00	• \$120.00
		Each 30 mins	\$56.25	• \$50.00	• \$50.00
	Two Man Rate	1st Hour	\$168.75	• \$150.00	• \$150.00
		Each 30 mins	\$84.38	• \$60.00	• \$60.00
5	Holidays work hours - Labor Rate				
	One Man Rate	1st Hour	\$150.00	• \$120.00	• \$120.00
		Each 30 mins	\$75.00	• \$50.00	• \$50.00
	Two Man Rate	1st Hour	\$225.00	• \$150.00	• \$150.00
		Each 30 mins	\$112.50	• \$60.00	• \$60.00
<u>EMERGENCY SERVICE/REPLACEMENT/MAINTENANCE/REPAIR</u>					
6	Standard work hours - Labor Rate				
	One Man Rate	1st Hour	\$75.00	• \$80.00	\$80.00
		Each 30 mins	\$37.50	• \$30.00	\$40.00
	Two Man Rate	1st Hour	\$112.50	• \$100.00	• \$100.00
		Each 30 mins	\$56.25	• \$45.00	\$50.00

CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION

For: COMMERCIAL GRADE EXTERIOR AND INTERIOR DOOR REPLACEMENT AND REPAIR SERVICES

Dept./Div.: WATER / WATER SUPPLY AND TREATMENT

IFB NO.: D16031

BID OPENING: 10:00 A.M.; 07-07-2016

Requisition No.: 093WTWS6

No.: BIDDER NAME & STREET ADDRESS:		1 ACCESS DOOR CONTROLS	2 SPRINGFIELD OVERHEAD DOOR LLC SPRINGFIELD OH 45505 X	3 WAYNE OVERHEAD DOOR SALES OF DAYTON CENTERVILLE OH 45458	
CITY: STATE & ZIP: Recommended for Award		CINCINNATI OH 45239	SPRINGFIELD OH 45505 X	DAYTON OH 45458	
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 #	ITEM DESCRIPTION	U/M	UNIT COST	UNIT COST	UNIT COST
7	Non-Standard work hours - Labor Rate One Man Rate	1st Hour	\$112.50	• \$100.00	\$120.00
		Each 30 mins	\$56.25	• \$45.00	\$50.00
	Two Man Rate	1st Hour	\$168.75	• \$150.00	• \$150.00
		Each 30 mins	\$84.38	• \$45.00	\$60.00
8	Week-end work hours - Labor Rate One Man Rate	1st Hour	\$112.50	• \$100.00	\$120.00
		Each 30 mins	\$56.25	• \$50.00	\$50.00
	Two Man Rate	1st Hour	\$168.75	• \$150.00	• \$150.00
		Each 30 mins	\$84.38	• \$60.00	• \$60.00
9	Holidays work hours - Labor Rate One Man Rate	1st Hour	\$150.00	• \$100.00	\$120.00
		Each 30 mins	\$75.00	• \$50.00	\$50.00
	Two Man Rate	1st Hour	\$225.00	• \$150.00	• \$150.00
		Each 30 mins	\$112.50	• \$60.00	• \$60.00
Firm Price Agreement Through May 31, 2017 YES / NO			YES	YES	YES
If NO, for how long?					
Options to renew for additional 12-months June 1, 2017 through May 31, 2018 Maximum Percentage of increase			YES 5%	YES 0%	YES 0%
Options to renew for additional 12-months June 1, 2018 through May 31, 2019 Maximum Percentage of increase			YES 5%	YES 0%	YES 0%
TERMS: F.O.B.: DELIVERY:			NET 30 DEST	NET 30 DEST	NET 30 DEST

• = lowest bid X = vendor selected for award

THE FOLLOWING VENDORS WERE SOLICITED BUT DID NOT BID:

- | | | |
|--|--|---|
| HRC
Dayton OH 45402 | 6. Gardner-Tobin Inc (Local/Certified)
Dayton OH 45404 | 12. The Door Company
Columbus OH 43219 |
| 1. Dayton Door Sales (Local)
Dayton OH 45403 | 7. Doors Galore
Clayton OH 45416 | 13. Dayton Metal Door
Dayton OH 45432 |
| 2. Buck Run Commercial Doors (Local)
Dayton OH 45402 | 8. Rolling & Sliding Doors of Dayton LTD
Tipp City OH 45371 | 14. JP Edmunds Doors Sales and Services
Xenia OH 45385 |
| 3. Miami Valley Door and Lock (Local)
Dayton OH 45403 | 9. Highfield Door Sales
Dayton OH 45429 | 16. Ellis Door and Window Inc
Lima OH 45801 |

CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION

For: COMMERCIAL GRADE EXTERIOR AND INTERIOR DOOR REPLACEMENT AND REPAIR SERVICES

Dept./Div.: WATER / WATER SUPPLY AND TREATMENT

Requisition No.: 093WTWS6

IFB NO.: D16031

BID OPENING: 10:00 A.M.; 07-07-2016

BIDDER NAME & STREET ADDRESS: CITY: STATE & ZIP: Recommended for Award	No.:	1	2	3	
		ACCESS DOOR CONTROLS	SPRINGFIELD OVERHEAD DOOR LLC	WAYNE OVERHEAD DOOR SALES OF DAYTON	
		CINCINNATI OH 45239	SPRINGFIELD OH 45505	CENTERVILLE OH 45458	
			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 #	ITEM DESCRIPTION	U/M	UNIT COST	UNIT COST	UNIT COST

- | | | |
|---|---|---|
| 4. Area Wide Door & Window Systems (Local)
Dayton OH 45402 | 10. Modern Entrance
Beavercreek OH 45434 | 17. Dayton Garage Doors
Beavercreek OH 45440 |
| 5. Metro Doors (local)
Dayton OH | 11. Area Wide Door Sales
Miamisburg OH 45342 | 18. Advanced Door and Hardware Limited |



City Manager's Report

2

From 2510 - Municipal Court

Date August 24, 2016

Expense Type Contract Modification

Total Amount \$18,545.40 (through 8/2019)

Supplier, Vendor, Company, Individual

Name LEXISNEXIS
Address 28544 Network Place
Chicago, IL 60673

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Legal Research	28301-2510-1301-74	\$18,545.40

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

Description

The Dayton Municipal Court is requesting approval of an amendment to the Lexis subscription. This three-year amendment with LEXISNEXIS provides legal research materials and resources for the Judges, Magistrates and Paralegals.

The original contract was extended and expires on August 31, 2016.

This amendment is effective September 1, 2016 through August 31, 2019.

Pricing for this amendment is less than the quote from Westlaw.

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

A Certificate of Funds is attached.

Signatures/Approval

Approved by City Commission

Division _____

Department _____

City Manager _____

Clerk _____

Date _____

CERTIFICATE OF FUNDS

CT161495

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

New Contract
 Renewal Contract
 Change Order

Contract Start Date	09/01/16
Expiration Date	08/31/19
Original Commission Approval	\$ 18,545.40
Initial Encumbrance	\$ 6,000.00
Remaining Commission Approval	\$ 12,545.40
Original CT/CF	
Increase Encumbrance	\$ -
Decrease Encumbrance	\$ -
Remaining Commission Approval	\$ -

Required Documentation

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

Amount: <u>\$ 18,545.40</u> Fund Code <u>28301 - 2510 - 1301 - 74 - XXXX - XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>	Amount: _____ Fund Code <u>XXXX - XXXX - XXXX - XX - XXXX - XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>
Amount: _____ Fund Code <u>XXXX - XXXX - XXXX - XX - XXXX - XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>	Amount: _____ Fund Code <u>XXXX - XXXX - XXXX - XX - XXXX - XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>

Attach additional pages for more FOAPALs

Vendor Name: LEXISNEXIS

Vendor Address: 28544 Network Place Chicago IL 60673
Street City State Zipcode + 4

Federal ID: 52-1471842

Commodity Code: 96150

Purpose: Pay monthly invoices for legal research and materials. The contract and amount are for three-years.

1st. 9/1/16 - 8/31/17 \$500.00 monthly - \$6,000.00 total

2nd 9/1/17 - 8/31/18 \$515.00 monthly - \$6,180.00 total

3rd 9/1/18 - 8/31/19 \$530.45 monthly - \$6,365.40 total

Contact Person: Ann Marie Murray Municipal Court / Administration 4-Aug-16
Department/Division Date

Originating Department Director's Signature: *Ann Marie Murray*

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.

Bojic D. Laska Loffner
 Finance Director Signature

Joseph H. Marshall
 CF Prepared By

8/16/16
 Date

8/12/16
 Date

CT 161495
 CF/CT Number

SA 8/11/16

2.2 The Term of the Agreement will be for Committed Terms listed in the table below Section 2.3 (the "Term"). Upon the expiration of the Committed Term, the Agreement and Amendments will automatically terminate at the end of the Committed Term in absence of a renewing amendment.

2.3 During the Term, Subscriber will pay to LN each month the "Monthly Installment" amount listed below for access to and use of the Lexis Advance Content & Features listed in Section 2.1.

Committed Period	Monthly Installment
Activation - 8/31/2016	\$0.00
9/1/2016 - 8/31/2017	\$500.00
9/1/2017 - 8/31/2018	\$515.00
9/1/2018 - 8/31/2019	\$530.45

2.4 Subscriber acknowledges the pricing and content provided in this Amendment depend in part on the number of users listed for each product selected. Subscriber certifies that as of the date Subscriber signs this Amendment the number of attorneys receiving LN IDs (including attorney, judge or professional user or other support personnel) in Subscriber's office as Subscriber has specified below is true and accurate. Subscriber will be entitled to receive up to three (3) LN IDs for each number of users listed above for each product selected. Each LN ID must be issued for individual use by the attorney, judge or professional user or other support personnel. Subscriber will immediately notify LN in writing on each event of an increase in the Reference Number. At the reasonable request of LN, Subscriber will certify in writing the then-current Reference Number. If there is a change in the Reference Number, LN may, in its sole discretion, on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Installment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

Number of Government Professional Users:	7
--	---

3. Miscellaneous

Except as expressly revised in this Amendment, all other terms and conditions of the Agreement will remain in full force and effect. If there are any conflicts or inconsistencies between this Amendment and the Agreement, this Amendment will control.

4. Closed Offer

The prices and other terms are subject to change to if Subscriber has not submitted a signed original or copy on or before 7/31/2016.

This Amendment does not bind either party until it has been accepted by both parties. Subscriber may accept this Amendment by signing below. LN will accept this Amendment by providing Subscriber with access to Lexis Advance.

AGREED TO AND ACCEPTED BY:

Subscriber: DAYTON MUNICIPAL COURT	
[MUST BE COMPLETED BY SUBSCRIBER]	
Authorized Subscriber Signature:	_____
Printed Name:	_____
Job Title:	_____
Date:	_____

CUSTOMER INFORMATION (Please type or print)

Organization Name: (Full Legal Name)	DAYTON MUNICIPAL COURT	
Billing Frequency:	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Annually
Physical Address		Invoice Address
Street Address:	301 W 3RD ST	
City:	DAYTON	
State:	OH	
Zip:	45402	
County:		
Telephone:	(937) 333-4349	
Fax:		
Parent Company: (if applicable)		

Type of Organization:

Legislative
 Judicial
 Executive

Professional User: _____

Practicing Area of Law: _____

Support Staff: _____

Employer Identification Number: _____

Bar No: _____

Issuing State: _____

Date Issued/Expiration Date: _____

Organization Web Address: _____

Tax Exempt: Yes (attach Sales Tax Exemption Certificate)
 No

MSA: Yes No

Tax ID No: 57-15847

State Contract No:
(if applicable)

PO No:
(if applicable)

Contacts:

	<u>Name</u>	<u>Telephone</u>	<u>Email</u>
Installation:	Patty Hopper	(937) 333-4349	Patty.Hopper@daytonohio.gov
Billing:	Patty Hopper	(937) 333-4349	Patty.Hopper@daytonohio.gov
Policy/Legal Notification:	Patty Hopper	(937) 333-4349	Patty.Hopper@daytonohio.gov
Scheduling/Training:	Patty Hopper	(937) 333-4349	Patty.Hopper@daytonohio.gov
	<u>Name</u>	<u>Telephone</u>	
Super Admin:	Patty Hopper	(937) 333-4349	
	<u>Email</u>		<u>IP Address</u>
	Patty.Hopper@daytonohio.gov		



City Manager's Report

3.

From **1300 - Civil Service Board**

Date **August 24, 2016**

Expense Type **Contract Modification**

Supplier, Vendor, Company, Individual

Total Amount **\$35,000.00** (Thru 7/2024)

Name **Yusko Group, Inc. (dba Siena Consulting)**

Address **6724 Bunkers Court
Clifton, VA 20124**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General	10000-1300-1159-62	\$35,000.00

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

Description

Permission is requested for a first amendment to the Agreement with Yusko Group, Inc. (dba Siena Consulting), in the amount of \$35,000.00.

The original Agreement was approved on March 7, 2012 in the amount of \$50,000.00. The Amendment will increase the contract amount to \$85,000.00 and extend the agreement date for an additional six (6) years and expire on July 1, 2024.

The City will pay \$6,500.00 for each administration of the Firefighter Recruit exam. This includes the licensing fee and testing and scoring of up to 4,000 candidates (the City will pay \$15.75 for each candidate above 4,000).

This first amendment has been reviewed by the Law Department as to form and correctness. A Certificate of Funds and a copy of the amendment are attached.

Signatures/Approval

Approved by City Commission

Division

Department

City Manager

Clerk

Date

Maurice J. Jones
James J. Clements

CERTIFICATE OF FUNDS

CT160324

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

New Contract X Renewal Contract Change Orders

Contract Start Date	03/16/12
Expiration Date	07/01/24
Original Commission Approval	\$ 50,000.00
Initial Encumbrance	\$ 38,750.00
Remaining Commission Approval	\$ 11,250.00
Original CT/CF	CT12-0324
Increase Encumbrance	\$ 35,000.00
Decrease Encumbrance	\$ -
Remaining Commission Approval	\$ 39,750.00

Required Documentation

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

Amount: <u>\$ 6,500.00</u> Fund Code <u>10000 - 1300 - 1159 - 62 - XXXX - XXXX</u> <small>Fund Org Acct Prog Act Loc</small>	Amount: _____ Fund Code <u>XXXX - XXX - XXXX - XX - XXXX - XXXX</u> <small>Fund Org Acct Prog Act Loc</small>
Amount: _____ Fund Code <u>XXXXX - XXXX - XXXX - XX - XXXX - XXXX</u> <small>Fund Org Acct Prog Act Loc</small>	Amount: _____ Fund Code <u>XXXX - XXX - XXXX - XX - XXXX - XXXX</u> <small>Fund Org Acct Prog Act Loc</small>

Attach additional pages for more FOAPALS

Vendor Name: Yusko Group, Inc. (dba Siena Consulting)

Vendor Address: 6724 Bunkers Court Clifton VA 20124
Street City State Zipcode + 4

Federal ID: 43-1981551

Commodity Code: 961-50

Purpose: Professional consulting and technical services for testing of Firefighter Recruits for the City of Dayton.

Contact Person: Sheila Crum Civil Service 7/11/2016
Department/Division Date

Originating Department Director's Signature:

SECTION II - to be completed by the Finance Department

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

<u></u>	<u>8/16/16</u>	
Finance Director Signature	Date	
<u></u>	<u>8/15/16</u>	<u>CT160324</u>
CF Prepared by	Date	CF/CT Number

SA 8/10/16

FIRST AMENDMENT TO CONSULTING SERVICES CONTRACT

This First Amendment to Consulting Services is entered into this ____ day of _____, 2016, by and between the **Yusko Group, Inc. (dba Siena Consulting)** ("Siena") and **THE CITY OF DAYTON, OHIO**, a municipal corporation in and of the State of Ohio ("City").

Whereas, the City and Siena entered into a Consulting Services Contract on March 16, 2012 to provide certain consulting and other professional services for the screening of firefighter recruit candidates, which requires a high degree of professional skill provided by Siena; and

Whereas, the City desires to obtain additional consulting and professional services; and

Whereas, Siena is willing to provide the additional services for additional compensation; and

Whereas, the City and Siena agree upon the amount to be paid for the additional services, and,

Whereas, the current Agreement expires on July 1, 2018.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, City and Siena hereby agree to amend the Contract as follows:

1. City and Siena desire to increase the amount payable under the Contract by an additional Thirty-Five Thousand Dollars (\$35,000.00) to a total amount not to exceed Eighty-Five Thousand Dollars (\$85,000.00). Therefore, Section 3H. – Payment Terms, of the Agreement is hereby deleted in its entirety and replaced with the following:

H. Payment Terms

Siena shall monthly submit invoices for professional services provided under this Contract, setting forth a true and correct statement of the professional services rendered and of the fees due.

The City shall not be responsible for withholding State or Federal taxes of whatever nature from payments made to Contractor, including without limitation: income taxes, payroll taxes, Social Security (FICA) taxes, and/or Medicare taxes. Siena shall not be entitled to receive any employment benefits, including without limitation: life, health, or disability insurance; retirement or pension plan participation; workers' compensation; unemployment compensation; Social Security contributions; vacation days; sick days; personal days; holidays; or disability payments.

In no event shall the total sum paid to Siena under this contract exceed \$85,000.00.

2. The City and Siena hereby mutually agree to extend the term of the Contract for an additional six years in accordance with Section Five of the Contract. The Contract shall now terminate on July 1, 2024.
3. Except as amended by this First Amendment, all provisions of the Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, City and Siena, each by a duly authorized representative, have entered into this First Amendment on the date first set forth above.

THE CITY OF DAYTON, OHIO

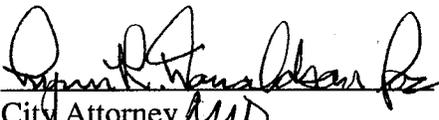
**YUSKO GROUP, INC.
(dba SIENA CONSULTING)**

City Manager



By: Dr. Kenneth P. Yusko, Principal
Fed. ID# 43-1981551

**APPROVED AS TO FORM
AND CORRECTNESS:**



City Attorney *DW*

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

_____, 2016

Min.Bk. _____ Pg. _____

Clerk of the Commission



City Manager's Report

4

From **1300 - Civil Service Board**

Date **August 24, 2016**

Expense Type **Contract Modification**

Supplier, Vendor, Company, Individual

Total Amount **\$50,000.00** (Thru 7/2025)

Name **Yusko Group, Inc. (dba Siena Consulting)**

Address **6724 Bunkers Court
Clifton, VA 20124**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General	10000-1300-1159-62	\$50,000.00

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

Description

Permission is requested for a first amendment to the Agreement with Yusko Group, Inc. (dba Siena Consulting), in the amount of \$50,000.00.

The original Agreement was approved on September 26, 2012 in the amount of \$50,000.00. The Amendment will increase the contract amount to \$100,000.00 and extend the agreement date for an additional six (6) years and expire on July 1, 2025.

The City will pay \$7,500.00 for each administration of the Police Recruit exam. This includes the licensing fee and testing and scoring of up to 4,000 candidates (the City will pay \$15.75 for each candidate above 4,000).

This first amendment has been reviewed by the Law Department as to form and correctness. A Certificate of Funds and a copy of the amendment are attached.

Signatures/Approval

Approved by City Commission

Division

Department

City Manager

Clerk

Date

CERTIFICATE OF FUNDS

CT 160475

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

New Contract X Renewal Contract Change Orders

Contract Start Date	10/03/12
Expiration Date	07/01/25
Original Commission Approval	\$ 50,000.00
Initial Encumbrance	\$ 50,000.00
Remaining Commission Approval	\$ -
Original CT/CF	CT13-0475
Increase Encumbrance	\$ 50,000.00
Decrease Encumbrance	\$ -
Remaining Commission Approval	\$ 42,500.00

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

Amount: <u>\$ 7,500.00</u> Fund Code <u>10000 - 1300 - 1159 - 62 - XXXX - XXXX</u> <small>Fund Org Acct Prog Act Loc</small>	Amount: _____ Fund Code <u>XXXXX - XXXX - XXXX - XX - XXXX - XXXX</u> <small>Fund Org Acct Prog Act Loc</small>
Amount: _____ Fund Code <u>XXXXX - XXXX - XXXX - XX - XXXX - XXXX</u> <small>Fund Org Acct Prog Act Loc</small>	Amount: _____ Fund Code <u>XXXXX - XXXX - XXXX - XX - XXXX - XXXX</u> <small>Fund Org Acct Prog Act Loc</small>

Attach additional pages for more FOAPALS

Vendor Name: Yusko Group, Inc. (dba Siena Consulting)

Vendor Address: 6724 Bunkers Court Clifton VA 20124
Street City State Zipcode + 4

Federal ID: 43-1981551

Commodity Code: 961-50

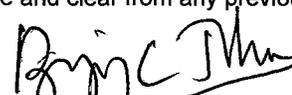
Purpose: Professional consulting and technical services for testing of Police Recruits for the City of Dayton.

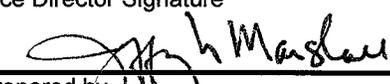
Contact Person: Sheila Crum Civil Service 8/9/2016
Department/Division Date

Originating Department Director's Signature: 

SECTION II - to be completed by the Finance Department

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

 Lashae Lottan 8/16/16
Finance Director Signature Date

 8/15/16 CT160475
CF Prepared by Date CF/CT Number

SA 8/10/16

FIRST AMENDMENT TO CONSULTING SERVICES CONTRACT

This First Amendment to Consulting Services is entered into this ____ day of _____, 2016, by and between the **Yusko Group, Inc. (dba Siena Consulting)** ("Siena") and **THE CITY OF DAYTON, OHIO**, a municipal corporation in and of the State of Ohio ("City").

Whereas, the City and Siena entered into a Consulting Services Contract on October 3, 2012 to provide certain consulting and other professional services for the screening of police recruit candidates, which requires a high degree of professional skill provided by Siena; and

Whereas, the City desires to obtain additional consulting and professional services; and

Whereas, Siena is willing to provide the additional services for additional compensation; and

Whereas, the City and Siena agree upon the amount to be paid for the additional services, and,

Whereas, the current Agreement expires on July 1, 2019.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, City and Siena hereby agree to amend the Contract as follows:

1. City and Siena desire to increase the amount payable under the Contract by an additional Fifty Thousand Dollars (\$50,000.00) to a total amount not to exceed One Hundred Thousand Dollars (\$100,000.00). Therefore, Section 3H. – Payment Terms, of the Agreement is hereby deleted in its entirety and replaced with the following:

H. Payment Terms

Siena shall monthly submit invoices for professional services provided under this Contract, setting forth a true and correct statement of the professional services rendered and of the fees due.

The City shall not be responsible for withholding State or Federal taxes of whatever nature from payments made to Contractor, including without limitation: income taxes, payroll taxes, Social Security (FICA) taxes, and/or Medicare taxes.

Siena shall not be entitled to receive any employment benefits, including without limitation: life, health, or disability insurance; retirement or pension plan participation; workers' compensation; unemployment compensation; Social Security contributions; vacation days; sick days; personal days; holidays; or disability payments.

In no event shall the total sum paid to Siena under this contract exceed \$100,000.00.

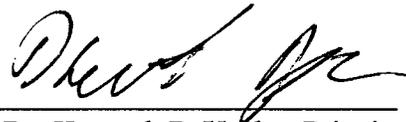
2. The City and Siena hereby mutually agree to extend the term of the Contract for an additional six years in accordance with Section Five of the Contract. The Contract shall now terminate on July 1, 2025.
3. Except as amended by this First Amendment, all provisions of the Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, City and Siena, each by a duly authorized representative, have entered into this First Amendment on the date first set forth above.

THE CITY OF DAYTON, OHIO

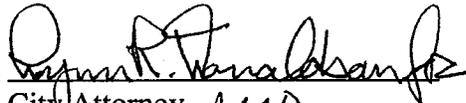
**YUSKO GROUP, INC.
(dba SIENA CONSULTING)**

City Manager



By: Dr. Kenneth P. Yusko, Principal
Fed. ID# 43-1981551

**APPROVED AS TO FORM
AND CORRECTNESS:**



City Attorney RW

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

_____, 2016

Min.Bk. _____ Pg. _____

Clerk of the Commission



City Manager's Report

5.

From **3420- Water/Water Engineering**

Date **August 24, 2016**

Expense Type **Award of Contract**

Supplier, Vendor, Company, Individual

Total Amount **\$949,826.90 (thru 12/2017)**

Name **C.G. Construction & Utilities, Inc.**

Address **6891 Germantown Pike
Miamisburg, Ohio 45342**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
2013 Water Capital Fund (Debt)	53802-3445-1424-54-WF1601	\$393,960.07
2016 Water Capital Fund (Cash)	53005-3445-1424-54-WF1601	\$555,866.83

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

Description

BRANDT STREET AND URBANA AVENUE WATER MAIN IMPROVEMENTS
(10% MBE GOAL / 11.87% MBE ACHIEVED)

The Department of Water requests permission to enter into an Agreement with C.G. Construction & Utilities, Inc., in the amount of \$949,826.90 for the Brandt Street and Urbana Avenue Water Main Improvements project. This amount includes the base bid of \$863,479.00 and Alternate No. 1 - Contingency Allowance for \$86,347.90 (10% of the base bid). This project consists of the construction of new water mains in Brandt Street from Stegman Avenue to St. Adalbert Avenue and in Urbana Avenue from Bickmore Avenue to St. Adalbert Avenue. Work includes installation of pipe and fittings, gate valves, fire hydrants, and doing other work incidental thereto.

Four bids were received for this project on July 14, 2016. After evaluating the bids, C.G. Construction & Utilities, Inc.'s bid was determined to be the lowest. The estimated cost for the project (including Alternate No. 1- Contingency Allowance) was \$1,000,000. The time of completion is 120 calendar days following the date set forth in the Notice to Proceed. The expiration date identified on the Certificate of Funds is December 31, 2017.

This project is being funded using 2013 Water Capital Funds (Debt) & 2016 Water Capital Funds (Cash). This project supports the Asset Management Capital Reinvestment Program by replacing existing mains and installing new mains to improve system performance in select portions of the water distribution system. This project is identified in the 2007 Master Plan.

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

Division _____

 Department _____

 City Manager

Signatures/Approval

Approved by City Commission

Clerk

Date

DAYTON, OHIO
DEPARTMENT OF WATER

PROPOSAL TABULATION FOR:
BRANDT STREET AND URBANA
AVENUE WATER MAIN
IMPROVEMENTS (10 % MBE)

Bid Opening Date:	Engineer's Estimate:¹	Estimated Time of Completion:	
<u>JULY 14, 2016</u>	<u>\$1,000,000.00</u>	<u>120 Calendar Days/Date</u>	
Bidders	Actual Amount¹ of Bid	Adjustment for Work Days	Adjustment for Comparison Purposes Only
*CG Construction	\$949,826.90	\$0.00	\$949,826.90
Fryman-Kuck	\$993,722.50	\$0.00	\$993,722.50
Double Jay	\$1,023,000.00	\$0.00	\$1,023,000.00
LJ Deweese	\$1,033,434.38	\$0.00	\$1,033,434.38
* RECOMMENDED FOR AWARD			

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



MEMORANDUM

August 3, 2016

TO: Frederick Stovall, Director
Department of Public Works

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

SUBJECT: **Brandt Street and Urbana Avenue Water Main Improvements (10% MBE Participation)**

The apparent low bidder, C.G. Construction & Utilities, 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:

	PERCENTAGE OF PARTICIPATION
1. C.G. Construction & Utilities, Inc.	
A. MINORITY BUSINESS ENTERPRISE W.C. Jones Asphalt Paving Co. Inc	11.87%
B. WOMEN BUSINESS ENTERPRISE	
C. SMALL BUSINESS ENTERPRISE	
D. DAYTON LOCAL SMALL BUSINESS	
E. DISADVANTAGED BUSINESS ENTERPRISE	
F. HUD SECTION 3 BUSINESS ENTERPRISE	
	<hr/> 11.87% MBE

The attached participation verification letters should be included with the contract agreement. Contract Compliance will include meeting verified participation and minimal worker utilization goals as stated in the Affirmative Action Program Equal Employment Opportunity form certified in the bid submission. If you have any questions or need additional information please contact Roshawn Winburn at 333-1439.

C.G. Construction & Utilities, Inc.

6891 Germantown Pike

Miamisburg, Ohio 45342

Phone (937) 866-7166 Fax (937) 865-9271

Vicki Krapf

City of Dayton

Human Relations Council

371 W. Second Street, Suite 100

Dayton, Ohio 45402-1417

Brandt Street and Urbana Ave. Water Main Improvements

\$ 863,479.00

W.C. JONES ASPHALT

905 S. Broadway Street

Dayton, Ohio 45417

		Unit Price	Total Price
442 ASPHALT CONCRETE SUPERPAVE	660 TONS	\$ 150.00	\$ 99,000.00
407 TACK COAT	350 GAL	\$ 10.00	\$ 3,500.00
	MBE 11.87%	11.87%	\$ 102,500.00

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

August 2, 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 BRANDT ST. & URBANA AVE. WATER MAIN IMPROVEMENTS (10% MBE PARTICIPATION)

GENERAL CONTRACTOR: C.G. CONSTRUCTION & UTILITIES, INC.
6891 GERMANTOWN PIKE
MIAMISBURG, OH 45342
PH (937) 866-7166

I am supplying the following information in response to your request made on AUGUST 2, 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 442 SUPER	660	Tons	25.50	60.00	150.00	\$99,000.00
Tack – Type 407	350	Gals	5.00	5.00	10.00	\$ 3,500.00
TOTAL HUD PARTICIPATION						\$102,500.00

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

Regards,

Mr. Leo C. Lucas I, President

Leo C. Lucas I, President

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

BRANDT STREET AND URBANA
AVENUE WATER MAIN
IMPROVEMENTS
(10% MBE PARTICIPATION)

Bidder

C. G. CONSTRUCTION & UTILITIES INC
10891 GERMAN TOWN PK
MIAMISBURG, OH 45342
937-866-7166

BID FORM

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

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

BRANDT STREET AND URBANA AVENUE WATER MAIN IMPROVEMENTS

(10 % MBE PARTICIPATION)

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

Bid Form (Continued)

BRANDT STREET AND URBANA AVE
WATER MAIN IMPROVEMENTS
(10% MBE PARTICIPATION)

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL \$</u>
304	Aggregate Base	470	C.Y.	36.00	16,920.00
305	Concrete Base (ODOT 499, Class FS)	1875	S.Y.	38.00	71,250.00
442 ODOT	Superpave Asphalt Concrete	660	TONS	170.00	112,200.00
407	Tack Coat, 0.1 Gal Per S.Y.	350	GAL	10.50	3,675.00
452	Plain Concrete Pavement (ODOT 499, Class FS)	180	S.Y.	109.00	19,620.00
608	Concrete Walk	550	S.F.	10.50	5,775.00
609	Barrier Curb	175	L.F.	36.00	6,300.00
614	Maintaining Traffic (Brandt St.)	1	LUMP	20,595.00	20,595.00
614	Maintaining Traffic (Urbana Ave.)	1	LUMP	11,425.00	11,425.00
623	Construction Layout Stakes (Brandt St.)	1	LUMP	7,686.10	7,686.10
623	Construction Layout Stakes (Urbana Ave.)	1	LUMP	7,686.10	7,686.10
642	Lane Line	300	L.F.	1.50	450.00
642	Centerline	200	L.F.	1.50	300.00
642	Channel Line	100	L.F.	5.00	500.00
642	Stop Bar	50	L.F.	7.50	375.00
653	Topsoil Furnished and Placed, 4"	18	C.Y.	70.00	1,260.00

Bid Form (Continued)

BRANDT STREET AND URBANA AVE
WATER MAIN IMPROVEMENTS
(10% MBE PARTICIPATION)

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL \$</u>
659	Seeding and Mulching (Hydro-Seed)	165	S.Y.	11.00	1,815.00
810	Street Cut Permit (Brandt St.)	1	LUMP	\$ 3,283.20	\$ 3,283.20
810	Street Cut Permit (Urbana Ave.)	1	LUMP	\$ 2,937.60	\$ 2,937.60
810	Excavation and Backfill for 12" Water Pipe with Low Strength Mortar Backfill (No Fly Ash)	1875	L.F.	89.00	166,875.00
810	Excavation and Backfill for 8" Water Pipe with Low Strength Mortar Backfill (No Fly Ash)	180	L.F.	74.00	13,320.00
810	Excavation and Backfill for 6" Water Pipe with Low Strength Mortar Backfill (No Fly Ash)	110	L.F.	92.00	10,120.00
810	Excavation and Backfill for 8" Water Pipe with Structural Backfill	1700	L.F.	58.45	99,365.00
810	Excavation and Backfill for 6" Water Pipe with Structural Backfill	30	L.F.	67.50	2,025.00
824	12" Ductile Iron Water Pipe and Fittings	1875	L.F.	40.40	75,750.00
824	8" Ductile Iron Water Pipe and Fittings	1880	L.F.	22.10	41,548.00
824	6" Ductile Iron Water Pipe and Fittings	150	L.F.	26.30	3,945.00
837	Abandoned, Special (Water Valves)	11	EA.	310.00	3,410.00
840	6" Gate Valve and Appurtenances	11	EA.	810.00	8,910.00

Bid Form (Continued)

BRANDT STREET AND URBANA AVE
WATER MAIN IMPROVEMENTS
(10% MBE PARTICIPATION)

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL \$</u>
840	8" Gate Valve and Appurtenances	5	EA.	1,130.00	5,650.00
840	12" Gate Valve and Appurtenances	7	EA.	2,022.00	14,154.00
843	Fire Hydrant, Installed	10	EA.	2,530.00	25,300.00
843	Fire Hydrant, Removal	8	EA.	500.00	4,000.00
844	6"X6" Water Main Tap	1	EA.	1,334.00	1,334.00
844	8"X8" Water Main Tap	4	EA.	1,334.00	5,336.00
844	12"X12" Water Main Tap	1	EA.	1,334.00	1,334.00
845	Service Replacement, Method "B" with Low Strength Mortar Backfill (No Fly Ash)	46	EA.	1,433.00	65,918.00
845	Service Replacement, Method "B" with Structural Backfill	12	EA.	1,121.00	13,452.00
847	Cut and Plug 6" Water Line	7	EA.	800.00	5,600.00
847	Cut and Plug 8" Water Line	1	EA.	800.00	800.00
847	Cut and Plug 12" Water Line	1	EA.	1,280.00	1,280.00
TOTAL BASE BID				\$	<u>863,479.00</u>

BRANDT STREET AND URBANA AVE
WATER MAIN IMPROVEMENTS
(10% MBE PARTICIPATION)

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

ALTERNATE NO. 1
CONTINGENCY ALLOWANCE

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

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL \$</u>
A-1	Contingency Allowance (Shall equal 10% of the Contractor's Total Base Bid)	1	LUMP	86,347.90	86,347.90
TOTAL ALTERNATE NO. 1				\$	86,347.90

Bid Form (Continued)

BRANDT STREET AND URBANA AVE
WATER MAIN IMPROVEMENTS
(10% MBE PARTICIPATION)

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

<u>DESCRIPTION</u>	<u>CONSIDERATION FOR MATERIALS</u>	<u>CONSIDERATION FOR OBLIGATIONS</u>	<u>TOTAL \$</u>
TOTAL BASE BID	\$ <u>500,000</u>	\$ <u>363,479.00</u>	\$ <u>863,479.00</u>
TOTAL ALT. NO 1 (Contingency Allowance)	\$ <u>- 0 -</u>	\$ <u>86,347.90</u>	\$ <u>86,347.90</u>

The time of completion fixed by the City is 120 Calendar Days/Date.

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</u>	
<u>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.

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

SAME

Telephone

C.G. CONSTRUCTION & UTILITIES, INC

OHIO

MARY L.S. GETTER - PRESIDENT

CARL B. GETTER - VICE-PRESIDENT

6891 GERMANTOWN PK

MIAMISBURG, OH 45342

Telephone 937-866-7166 Fax 937-865-9271

E-mail undergroundmancg@bizwoh.ny.com

Federal I.D.# 31-1666913

Dated this 14th day of July, 2016

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

By: *Mary L.S. Getter*

Title: President

N/A

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

_____ Certified Check

_____ Cashier's Check

Amount _____ Dollars

on _____ Bank

of _____ is Attached

Bidder

Cash in the amount of _____ Dollars is attached.

Bidder

BID BOND

Amount \$ 10% of Total Amount Bid

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

The condition of this obligation is such that, if the Bid attached hereto is accepted and the Contract award to the bidder, C.G. Construction & Utilities, Inc. named therein, and the said bidder shall within ten (10) days after being advised that said contract has been awarded to the bidder, enter into a Contract in the form hereto attached and give bond in a form to be furnished by the Director, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Signed and sealed at Dayton, Ohio, this 14th day of July, 20 16.

C.G. Construction & Utilities, Inc.
By Mary A. Spitzer
Bidder

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

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

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



BID BOND POWER OF ATTORNEY

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

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

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

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

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



Attest...
Dina Daskalakis, Corporate Secretary

HUDSON INSURANCE COMPANY

By...
Michael P. Gleeson, Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

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

(Notarial)



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

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

The undersigned Dina Daskalakis hereby certifies:

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

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

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

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

I hereby certify the hand of the undersigned and the seal of said Company this 14th day of July, 2016



By...
Dina Daskalakis, Corporate Secretary

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

ASSETS

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

LIABILITIES & SURPLUS

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

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

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

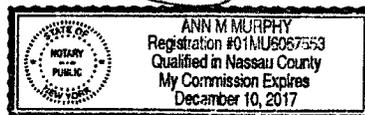
IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 2nd day of March, 2016.



[Signature]
John Verbich
Senior Vice President and Chief Financial Officer

[Signature]

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



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

Ohio Department of Insurance

John R. Kasich - Governor

Mary Taylor - Lt. Governor/Director

Certificate of Compliance



Issued 03/28/2016

Effective 04/02/2016

Expires 04/01/2017

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

HUDSON INSURANCE COMPANY

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

Section 3929.01 (A)

Aircraft

Allied Lines

Boiler & Machinery

Burglary & Theft

Collectively Renewable A & H

Commercial Auto - Liability

Commercial Auto - No Fault

Commercial Auto - Physical Damage

Credit

Credit Accident & Health

Earthquake

Fidelity

Financial Guaranty

Fire

Glass

Group Accident & Health

Guaranteed Renewable A & H

Inland Marine

Medical Malpractice

Multiple Peril - Commercial

Multiple Peril - Farmowners

Multiple Peril - Homeowners

Noncancellable A & H

Nonrenew- Stated Reasons (A&H)

Ocean Marine

Other

Other Accident only

Other Liability

Private Passenger Auto - Liability

Private Passenger Auto - No Fault

Private Passenger Auto - Physical Damage

Surety

Workers Compensation

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

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

Mary Taylor

Mary Taylor, Lt. Governor/Director



CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 1 of 3)

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

Ordinances, I, MARY L. S. GETTER hereby certify that C.G. CONSTRUCTION
(print name - an Officer of the company)

QUATES, INC meets the following Contractor requirements relating
(company)

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

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

By: Mary L. S. Getter
(signature)

Title: PRESIDENT

Date: July 14, 2016

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 2 of 3)

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

HEALTH & WELFARE

PENSION

APPRENTICESHIP

ADMINISTRATIVE

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

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

OHIO LABORERS' APPRENTICESHIP
TRAINING PROGRAM LOCAL #1410

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

W.C. JONES ASPHALT CO.

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 3 of 3)

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

PLEASE SEE ATTACHED

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

STATE OF OHIO,
COUNTY OF MONTGOMERY, ss: MIAMISBURG

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

1. I am duly authorized to make the statements contained herein on behalf of CG CONSTRUCTION UTILITIES, INC ("the Contracting Party").

2. The Contracting Party is a/an (select one):

Individual, partnership, or other unincorporated business association (including without limitation, a professional association organized under Ohio Revised Code Chapter 1785), estate, or trust.

Corporation organized and existing under the laws of the State of OHIO.

Labor organization.

3. I hereby affirm that the Contracting Party and each of the individuals specified in R.C. 3517.93(I)(3) (with respect to non-corporate entities and labor organizations) or R.C. 3517.93(J)(3) (with respect to corporations) are in full compliance with the political contributions limitations set forth in R.C. 3517.93(I) and (J), as applicable. I understand that a false representation on this certification constitutes a felony of the fifth degree pursuant to R.C. 3517.93(AA) and 3517.992(R)(3). Any contract that contains a falsified certification shall be rescinded.

By: Mary L S Getter
Title: PRESIDENT

STATE OF OHIO,
COUNTY OF Montgomery, ss:

Sworn to before me and subscribe in my presence by Mary L.S. Getter
this 14 day of July, 2016.

Jeremy D Courtney
Notary Public



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

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

STATE OF OHIO)

COUNTY OF MONTGOMERY)

SS: MIAMISBURG

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

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

CG CONSTRUCTION & UTILITIES, Inc that
(business or organization name)

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

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

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

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

Sworn to before me and subscribed in my presence

this 14 day of July, 2016.

Mary L.S. Getter
SIGNED

President
TITLE

Jeremy D. Courtney
NOTARY PUBLIC



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

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

**AFFIRMATIVE ACTION PROGRAM
EQUAL EMPLOYMENT OPPORTUNITY**

PROJECT: GRAND STREET AND URBANA AVENUE WATER MAIN IMPROVEMENTS
NAME (10% MBE PARTICIPATION) LOCATION DAYTON, OH

During the performance of this contract:

C.G. CONSTRUCTION & UTILITIES, INC. 6891 GERMANTOWN PK. MSB6, OH 45392-9378 93786671
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.

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

The required goals and timetables are as follows:

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR'S CERTIFICATION

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

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

LABORERS _____
OPERATING ENGINEERS _____

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 Scitta

(Signature of Authorized Representative of Bidder)

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

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

Project Name:

BRANDT STREET AND URBANA AVENUE WATER MAIN IMPROVEMENTS
 (10% MBE Participation)

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

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

Total \$ Amount of PRIME CONTRACTOR'S Base Bid: 863,479.00 Total \$ to subcontract 102,500.00 Total % subcontract: 11.87%
C.G. CONSTRUCTION & UTILITIES, INC

PRIME CONTRACTOR'S REPRESENTATIVE		Street Address
Print Name: <u>MARY L. S. GETTER</u>		<u>6891 GERMANTOWN PK</u>
Sign Name: <u>Mary S. Getter</u>		City/State/Zip: <u>MIAMISBURG, OH 45342</u>

N/A

WAIVER REQUEST DOCUMENTED ACTIVITY FORM

Date _____

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

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

Check if completed	Activity Description
	Solicited the interest of all certified MBE/WBE/SBE/DLSB or HUD3 having the capability to perform the work of the contract. The bidder must solicit this interest at least ten (10) business days before bid submittal deadline in order to allow the MBE/WBE/SBE/DLSB or HUD3 sufficient time to respond to the solicitation. Electronic communication will not be deemed as sufficient good faith effort, if it is the sole method of communication used.
	Divided contract work items into economically feasible units to facilitate MBE/WBE/SBE/DLSB or HUD3 participation, even when the bidder might otherwise prefer to perform these work items with its own forces.
	Negotiated with MBE/WBE/SBE/DLSB or HUD3 subcontractors, and has taken the subcontractors' price and capabilities, as well as the contract goals, into consideration. Rejected MBE/WBE/SBE/DLSB or HUD3 as being unqualified only with reasons based on a diligent investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
	Provided interested MBE/WBE/SBE/DLSB or HUD3 with plans and specifications at no cost, or directed to, the Minority Business Assistance Center (MBAC) for information about the plans, specifications, and requirements of the contract at least ten (10) business days of the bid submittal deadline in order to assist them in responding to a solicitation.
	Sought the assistance of the Minority Business Assistance Center (MBAC) or used the services of community organizations, contractors' groups, local, state or federal business assistance offices, or similar organizations to find subcontractors certified as (circle one: MBE/WBE/SBE/DLSB or HUD3). Contacting HRC for the certified list will not be deemed as sufficient good faith efforts.
Bidding Company Name:	



City Manager's Report

6.

From **3420- Water/Water Engineering**

Date **August 24, 2016**

Expense Type **Award of Contract**

Supplier, Vendor, Company, Individual

Total Amount **\$9,570,000.00 (thru 8/2019)**

Name **Peterson Construction Co.**

Address **18817 SR 501 N.
Wapakoneta, OH 45895**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016 Sanitary Capital Fund	55003-3460-1424-54-SF1404	\$8,321,000.00
2017 Sanitary Capital Fund	55003-3460-1424-54-SF1404	\$1,249,000.00

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

Description

WATER RECLAMATION FACILITIES FINAL CLARIFIER IMPROVEMENTS
(5% MBE PARTICIPATION/5% MBE ACHIEVED) (5% WBE PARTICIPATION/5% WBE ACHIEVED)
(10% SBE PARTICIPATION/10.12% SBE ACHIEVED)

The Department of Water requests permission to enter into an Agreement with Peterson Construction Co., in the amount of \$9,570,000.00 for the Water Reclamation Facilities Final Clarifier Improvements project. This amount includes the base bid of \$8,700,000.00 and Alternate No. 1 - Contingency Allowance for \$870,000.00 (10% of the base bid). This project consists of improvements at the Water Reclamation Facilities Final Clarifiers. Work includes replacement of clarifier drives, columns, baffles, feed wells, skim arms, surface skimmers, sludge withdrawal equipment and grout repair. Additional improvements will be made at the Final Clarifier Splitter Box and the Sludge Pumping Station including hypochlorite tank and pump replacements. Rehabilitation of the Return Activated Sludge, Waste Activated Sludge, and scum pumps will also be completed. The project includes all aforementioned work and doing other work incidental thereto.

Six bids were received for this project on June 30, 2016. After evaluation, Peterson Construction Co.'s bid was the lowest and best. The estimated cost for the project (including Alternate No. 1 - Contingency Allowance) was \$10,921,000.00. The time for contract completion is 730 Calendar Days following the date set forth in the Notice to Proceed. The expiration date identified on the Certificate of Funds is August 31, 2019.

This project is being funded using \$8,321,000.00 from 2016 Sanitary Capital Funds and \$1,249,000.00 from 2017 Sanitary Capital Funds. The Certificate of Funds is for the 2016 funded amount. This project is regulatory compliance driven and replaces aging/obsolete equipment.

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

Signatures/Approval

Approved by City Commission

Division

Clerk

Department

Date

City Manager

CERTIFICATE OF FUNDS

CT161497

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

<u> X </u> New Contract	<u> </u> Renewal Contract	<u> </u> Change Order	
Contract Start Date	8/24/2016	Required Documentation	
Expiration Date	8/31/2019		
Original Commission Approval	\$ 9,570,000.00		<u> X </u> Initial City Manager's Report
Initial Encumbrance	\$ 8,321,000.00		<u> X </u> Initial Certificate of Funds
Remaining Commission Approval	\$ 1,249,000.00		<u> X </u> Initial Agreement/Contract
Original CT/CF		<u> </u> Copy of City Manager's Report	
Increase Encumbrance	\$ -	<u> </u> Copy of Original Certificate of Funds	
Decrease Encumbrance	\$ -		
Remaining Commission Approval	\$ -		

Amount: <u> \$8,321,000.00 </u> Fund Code <u>55003 - 3460 - 1424 - 54 - SF1404 -</u> <div style="display: flex; justify-content: space-between; font-size: small;"> FundOrgAcctProgActLoc </div>	Amount: <u> </u> Fund Code <u> - - - - </u> <div style="display: flex; justify-content: space-between; font-size: small;"> FundOrgAcctProgActLoc </div>
Amount: <u> </u> Fund Code <u> - - - - </u> <div style="display: flex; justify-content: space-between; font-size: small;"> FundOrgAcctProgActLoc </div>	Amount: <u> </u> Fund Code <u> - - - - </u> <div style="display: flex; justify-content: space-between; font-size: small;"> FundOrgAcctProgActLoc </div>

Attach additional pages for more FOAPALs

Vendor Name: Peterson Construction Co.

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

Federal ID: 34-1342365

Commodity Code: 93691

Purpose: Award of Contract for Water Reclamation Facilities Final Clarifier Improvements

Contact Person: Lisa Burton-Yates Water/Water Engineering 8/12/2016
Department/Division Date

Originating Department Director's Signature: /FOR

SECTION II - to be completed by the Finance Department

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

<u></u> Finance Director Signature	<u>8/16/16</u> Date	
CF Prepared by <u></u>	<u>8/15/16</u> Date	<u>CT161497</u> CF/CT Number

SA 8/12/16
V-KHA

DAYTON, OHIO
DEPARTMENT OF WATER

PROPOSAL TABULATION FOR:
WATER RECLAMATION FACILITIES
FINAL CLARIFIER IMPROVEMENTS
(5% MBE, 5% WBE, and 10% SBE
PARTICIPATION)

Bid Opening Date:	Engineer's Estimate:¹	Estimated Time of Completion:
<u>June 30, 2016</u>	<u>\$10,921,000.00</u>	<u>730 Calendar Days</u>

Bidders	Actual Amount¹ of Bid	Adjustment for Work Days	Adjustment for Comparison Purposes Only
<u>Kirk Bros.</u>	<u>\$9,456,700.00</u>	<u>\$0.00</u>	<u>\$9,456,700.00</u>
<u>Building Crafts Inc.</u>	<u>\$9,516,100.00</u>	<u>\$0.00</u>	<u>\$9,516,100.00</u>
<u>*Peterson Construction</u>	<u>\$9,570,000.00</u>	<u>\$0.00</u>	<u>\$9,570,000.00</u>
<u>Danis Industrial</u>	<u>\$9,949,359.09</u>	<u>\$0.00</u>	<u>\$9,949,359.09</u>
<u>Thieneman Construction Inc.</u>	<u>\$11,034,100.00</u>	<u>\$0.00</u>	<u>\$11,034,100.00</u>
<u>Ulliman Schutte Const. LLC</u>	<u>\$10,109,000.00</u>	<u>\$0.00</u>	<u>\$10,109,000.00</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

*** RECOMMENDED FOR AWARD**

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



MEMORANDUM

August 10, 2016

TO: Frederick Stovall, Director
Department of Public Works

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

SUBJECT: **Dayton Water Reclamation Facilities Final Clarifier Improvements (5% MBE, 5% WBE and 10% SBE Participation)**

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

	PERCENTAGE OF PARTICIPATION
1. Peterson Construction Company	
A. MINORITY BUSINESS ENTERPRISE Ebony Construction Company, Inc.	5.00%
B. WOMEN BUSINESS ENTERPRISE Ebony Construction Company, Inc.	5.00%
C. SMALL BUSINESS ENTERPRISE DDickinson Construction Services	.12%
Ebony Construction Company, Inc.	10.00%
D. DAYTON LOCAL SMALL BUSINESS	
E. DISADVANTAGED BUSINESS ENTERPRISE	
F. HUD SECTION 3 BUSINESS ENTERPRISE	
	5.00% MBE
	5.00% WBE
	10.12% SBE

The attached participation verification letters should be included with the contract agreement. Contract Compliance will include meeting verified participation and minimal worker utilization goals as stated in the Affirmative Action Program Equal Employment Opportunity form certified in the bid submission. If you have any questions or need additional information please contact Roshawn Winburn at 333-1439.

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:

WATER RECLAMATION FACILITIES FINAL CLARIFIER IMPROVEMENTS

(10% SBE, 5% MBE, and 5% WBE PARTICIPATION)

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

Bid Form (Continued)

WATER RECLAMATION FACILITIES
FINAL CLARIFIER IMPROVEMENTS
10% SBE, 5% MBE, and 5% WBE

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL \$</u>
G-1	General Work	1	L.S.	<u>8,046,286⁰⁰</u>	<u>8,046,286⁰⁰</u>
G-2	Write In Amount for Plug Valves and Actuators	1	L.S.	<u>\$ 499,214.00</u>	<u>\$ 499,214.00</u>
R-1	Repair Type 1 - Pipe Support Rehabilitation	1000	S.F.	<u>8.00</u>	<u>8,000⁰⁰</u>
R-2	Repair Type 2 - Wall Cleaning and Repainting	2000	S.F.	<u>2.00</u>	<u>4,000⁰⁰</u>
R-3	Repair Type 3 - Roof Plank Repainting	3500	S.F.	<u>2.00</u>	<u>7,000⁰⁰</u>
R-4	Repair Type 4 - Concrete Spall Repair Less than 6"	30	C.F.	<u>200.00</u>	<u>6,000⁰⁰</u>
R-5	Repair Type 5 - Concrete Spall Repair More than 6"	30	C.F.	<u>250.00</u>	<u>7,500⁰⁰</u>
R-6	Repair Type 6 - Brick and Decorative Precast Band Joint Repair	400	L.F.	<u>5.00</u>	<u>2,000⁰⁰</u>
R-7	Repair Type 7 - Concrete Clarifier Tank Wall Partial Cap Repair	800	L.F.	<u>120.00</u>	<u>96,000⁰⁰</u>
R-8	Repair Type 8 - Concrete Clarifier Tank Wall Full Cap Repair	100	L.F.	<u>240.00</u>	<u>24,000⁰⁰</u>
TOTAL BASE BID				\$	<u>8,700,000⁰⁰</u>

In determining the lowest and best bid the City Commission may give consideration to the following Owner-Selected Equipment/Supplier Schedule:

OWNER-SELECTED EQUIPMENT/SUPPLIER SCHEDULE

The Bidder shall base the Final Clarifier Improvements pricing upon the specified and named equipment/supplier items as listed in the Owner-Selected Equipment/Supplier Schedule. If more than one equipment/supplier is listed for the same equipment item, then the Bidder shall choose and base the pricing upon one of the specified and named equipment/suppliers listed and shall so designate by circling the name of the chosen equipment/supplier on the Schedule. If the Bidder does not choose one of the equipment/suppliers listed, the Owner shall have the right to select the specified and named equipment/suppliers.

OWNER-SELECTED EQUIPMENT/SUPPLIER SCHEDULE		
Section Number	Description	Equipment Supplier
06610	Glass Fiber and Resin Fabricators	MFG NEFCO Plasti-Fab Warminster
11103	Magnetic Drive Centrifugal Pumps	Ansimag Innomag
11112	Horizontal Recessed Impeller Pumps	Fairbanks-Nijhuis Wemco
11165	Peristaltic Metering Pumps	Prominent Pulsafeeder Watson Marlow
11460	Final Clarifier Equipment	Evoqua/Envirex Ovivo/Eimco WesTech
13209	Fiberglass Reinforced Plastic Storage Tanks	Belco Ershigs Justin Plas-Tanks

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

ALTERNATE NO. 1
CONTINGENCY ALLOWANCE

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

ITEM	EST.	UNIT	UNIT	PRICE	TOTAL \$
<u>NO.</u> <u>DESCRIPTION</u>	<u>QUANT.</u>	<u>UNIT</u>	<u>PRICE</u>	<u>TOTAL \$</u>	
A-1	1	LUMP	870,000 ⁰⁰	<hr/>	
(Shall equal 10% of the Contractor’s Total Base Bid)					
TOTAL ALTERNATE NO. 1			\$	870,000 ⁰⁰	<hr/>

Bid Form (Continued)

WATER RECLAMATION FACILITIES
FINAL CLARIFIER IMPROVEMENTS
(10% SBE, 5% MBE, and 5% WBE PARTICIPATION)

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

<u>DESCRIPTION</u>	<u>CONSIDERATION FOR MATERIALS</u>	<u>CONSIDERATION FOR OBLIGATIONS</u>	<u>TOTAL \$</u>
TOTAL BASE BID	\$ <u>6,000,000⁰⁰</u>	\$ <u>2,700,000⁰⁰</u>	\$ <u>8,700,000⁰⁰</u>
TOTAL ALT. NO. 1 (Contingency Allowance)	\$ <u>470,000⁰⁰</u>	\$ <u>400,000⁰⁰</u>	\$ <u>870,000⁰⁰</u>

The time of completion fixed by the City is 730 Calendar Days.

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

NAME

ADDRESS

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

DISCLOSURE OF LITIGATION

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

RESPONSE: YES _____ NO X

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

Bidder is

An Individual

Firm Name _____

Business Address _____

Telephone _____

Partnership

Firm Name _____

Members of Firm and
Their Business Address _____

Telephone _____

Corporation
Name

Peterson Construction Company

State of Incorporation

Ohio

Name and Title of
Officers with Authority
to Sign Contract

Donald J. Bergfeld, President

Douglas J. Crusey, Vice President

Home Office Address

18817 SR 501 N., Wapakoneta, OH 45895

Local Address _____

Telephone 419-941-2233

Fax 419-941-2244

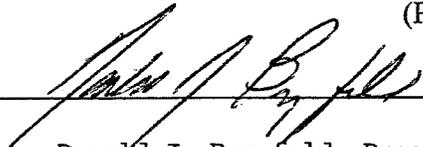
E-mail dbergfeld@petersonconstructionco.com

Federal I.D.# 34-1342365

Dated this 30th day of June, 2016

Bidder: Peterson Construction Company

(Person, Firm, or Corporation)

By: 

Title: Donald J. Bergfeld, President

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

_____ Certified Check

_____ Cashier's Check

Amount _____ Dollars
on _____ Bank
of _____ is Attached.

Bidder

Cash in the amount of _____
Dollars is attached.

Bidder

BID BOND

Amount \$ 960,000⁰⁰

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

The condition of this obligation is such that, if the Bid attached hereto is accepted and the Contract award to the bidder, Peterson Construction Company

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 30th day of June, 2016.

Peterson Construction Company

Donald J. Bergfeld
Bidder
Donald J. Bergfeld, President

Ohio Farmers Insurance Company

Amy M. Rerdue
Amy M. Rerdue Surety Attorney-In-Fact

Overmyer Hall Associates
Name of Insurance Agency

1600 W. Lane Ave., Suite 200, Columbus, OH 43221
Address of Insurance Agency

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

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

POWER NO. 3406282 10

General Power of Attorney

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

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint GREGORY R. OVERMYER, AMY M. PERDUE, NANCY SANTHO, JACK KEHL, STEPHANIE M. WHITE, JOINTLY OR SEVERALLY

of COLUMBUS and State of OH its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

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

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

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

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

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

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 17th day of APRIL A.D., 2015 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

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

State of Ohio County of Medina ss.:

On this 17th day of APRIL A.D., 2015, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



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

State of Ohio County of Medina ss.:

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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 30th day of June AD, 2016



Frank A. Carrino Secretary

**Financial
Statement**

December 31, 2015

Ohio Farmers Insurance Co.

Westfield Center, Ohio 44251-5001

OHIO FARMERS INSURANCE COMPANY

BALANCE SHEET

December 31, 2015

(in thousands)

Cash, cash equivalents, and short term investments	34,115
Bonds	441,746
Stocks	1,895,260
Real estate	59,350
Agents' balances and uncollected premiums, net	119,814
Other admitted assets	<u>150,788</u>
Total admitted assets	<u>2,701,073</u>
Reserve for unearned premiums	164,212
Reserve for unpaid losses and loss expenses	293,709
Reserve for taxes and other liabilities	<u>246,010</u>
Total liabilities	703,931
Capital stock	0
Surplus	<u>1,997,142</u>
Total surplus	1,997,142
Total liabilities and surplus	<u>2,701,073</u>

State of Ohio

ss:

County of Medina

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

Attest:

Frank Carrino

Frank A. Carrino
Group Legal Leader, Secretary

Dennis P. Baus

Dennis P. Baus
National Surety Leader
Surety Operations

David A. Kotnik

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



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

My Commission Does Not Expire
Sec. 147.03 Ohio Revised Code

BD5402 B

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

Ohio Department of Insurance

John R. Kasich - Governor

Mary Taylor - Lt. Governor/Director

Certificate of Compliance



Issued 06/04/2015

Effective 07/01/2015

Expires 06/30/2016

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

OHIO FARMERS INSURANCE COMPANY

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

Section 3929.01 (A)

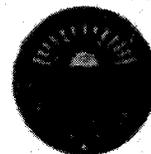
Accident & Health	Inland Marine
Aircraft	Medical Malpractice
Allied Lines	Multiple Peril - Commercial
Boiler & Machinery	Multiple Peril - Farmowners
Burglary & Theft	Multiple Peril - Homeowners
Collectively Renewable A & H	Noncancellable A & H
Commercial Auto - Liability	Nonrenew-Stated Reasons (A&H)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

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

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

Mary Taylor

Mary Taylor, Lt. Governor/Director



CITY OF DAYTON, OHIO
Department of Public Works

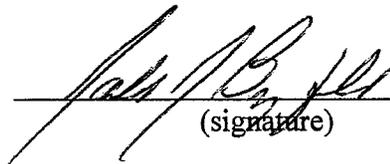
Responsible Contractor Bidding Requirements
(Form 1 of 3)

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

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

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

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

By: 
(signature)

Title: Donald J. Bergfeld, President

Date: June 30, 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.

See Carpenter's Local #104 Contract

See Laborer's Local #1410 Contract

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.

Per the Carpenter's Local #104 apprentice program

Per the Laborer's Local #1410 apprentice program

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

Ebony Construction

Dickinson Construction

Starco

Crom

ESI

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.

Tall View Palladium Inc.

Lewaro Construction, Inc.

Prestige Construction of Dayton

Demmy Sand & Gravel

Ebony Construction Co.

W.C. Jones Asphalt Paving

Clark's Excavating

Dickinson Construction Services LLC

Caver Brother's Inc

Green Star Trucking, Inc.

Martin Concrete & Trucking

Robinson Trucking Company

TNT Trucking

KrisCo Trucking, Ltd.

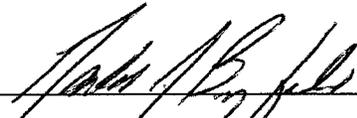
Clemcorp.

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

STATE OF OHIO,
COUNTY OF Auglaize, ss:

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

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

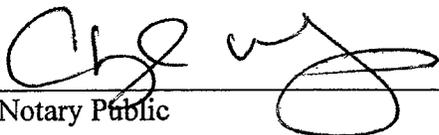
By: 
Title: Donald J. Bergfeld, President

STATE OF OHIO,
COUNTY OF Auglaize, ss:

Sworn to before me and subscribe in my presence by Donald J. Bergfeld
this 30th day of June, 2016.



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


Notary Public

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

STATE OF Ohio)
)
COUNTY OF Auglaize) SS:

Donald J. Bergfeld, being first duly sworn deposes and states that:

(1) He/she is President of
(owner, partner, officer, representative, or agent)
Peterson Construction Company 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 30th day of June, 2016.



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

[Signature]
NOTARY PUBLIC

[Signature]
SIGNED
Donald J. Bergfeld, President
TITLE

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

AFFIRMATIVE ACTION PROGRAM
EQUAL EMPLOYMENT OPPORTUNITY

PROJECT: Water Reclamation Facilities Final
Clarifier Improvements Dayton, OH
NAME LOCATION

During the performance of this contract:

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

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

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

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

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

The required goals and timetables are as follows:

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR'S CERTIFICATION

Peterson Construction Company (Contractor)
certifies that:

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

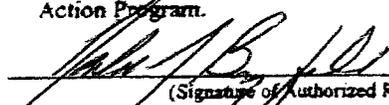
Laborers _____

Carpenters _____

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

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

SIGN:



(Signature of Authorized Representative of Bidder)
Donald J. Bergfeld, President

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

Project Name:

(Circle one) SBE/MBE/WBE/DLSB/DBE/HUD Section 3 PARTICIPATION FORM
Water Reclamation Facility Final Clarifier

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

Firm Name, Tax I.D. Number and Mailing Address	Please Check One				Type of Service or Supply to be Provided	Type of Construction Work to be Performed
	Prime Contract Bid	Joint Venture Bid	Supply or Service Subcontract	Construction Subcontract		
Certified Business Firm Name: <u>Ebony Construction Company, Inc</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Clarifier Structural Steel
Tax I.D. Number: <u>34-1520889</u>						
Street Address: <u>3510 Centennial Rd.</u>						
City/State/ Zip Code: <u>Sylvania, OH 43560</u>						
Phone (area code/#): <u> </u> E-mail: <u>chartman@ebonyco.com</u>						

Total \$ Amount of PRIME CONTRACTOR'S Base Bid: 8,700,000⁰⁰ Total \$ to subcontract: 1,800,000⁰⁰ Total % subcontract: 21⁰⁰/₁₀₀

PRIME CONTRACTOR'S REPRESENTATIVE		Street Address	
Print Name: <u>Donald J. Bergfeld, President</u>			
Sign Name: <u>[Signature]</u>		<u>18817 SR 501 North</u>	
		<u>Wapakoneta, OH 45895</u>	

Revised 2/2014

Project Name:

(Circle one) **SBE**/MBE/WBE/DLSB/DBE/HUD Section 3) **PARTICIPATION FORM**
Water Reclamation Facility Final Clarifier

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

Firm Name, Tax I.D. Number and Mailing Address		Please Check One				Type of Service or Supply to be Provided	Type of Construction Work to be Performed
		Prime Contract Bid	Joint Venture Bid	Supply or Service Subcontract	Construction Subcontract		
		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> <i>DJB</i>	<input checked="" type="checkbox"/>		
Certified Business Firm Name		DDICKINSON CONSTRUCTION SERVICES				<i>SEEDING AND MULCHING</i> <i>DJB</i>	<i>SEEDING AND MULCHING</i>
Tax I.D. Number:		27-3078697					
Street Address:		869 US ROUTE 68 SOUTH					
City/State/ Zip Code:		XENIA, OH 45385					
Phone (area code/#):		E-mail: BIOSOURCE@ATT.NET					
Total \$ Amount of PRIME CONTRACTOR'S Base Bid:		<u>8,700,000⁰⁰</u>		Total \$ to subcontract		<u>10,000⁰⁰</u>	Total % subcontract: <u>12⁰⁰</u> %
PRIME CONTRACTOR'S REPRESENTATIVE				Street Address			
Print Name:		Donald J. Bergfeld, President		18817 SR 501 North			
Sign Name:		<i>[Signature]</i>		City/State/Zip Wapakoneta, OH 45895			

Revised 2/2014

ADDENDUM NO. 1

**WATER RECLAMATION FACILITIES
FINAL CLARIFIER IMPROVEMENTS
10% SBE, 5% MBE, AND 5% WBE PARTICIPATION
June 23, 2016**

TO ALL BIDDERS:

This addendum is issued to clarify and/or modify the specifications and contract documents for the titled project. This addendum, including all articles and corrections listed below, shall be taken into account in preparing the "Proposals" and shall become part of the Contract except as noted.

All bidders are requested to attach this Addendum to the Bid Form and return portions to the City as noted below. This Addendum No. 1 includes:

- Pages: AD1-1 through AD1-8 (must be attached to Bid Form)
- Specification 09900 – Painting, Page 13 (does not need to be attached to Bid Form)
- Drawing S842 – Sludge Pumping Station Structural Roof Plan (does not need to be attached to Bid Form)

CHANGES TO SPECIFICATIONS AND CONTRACT DOCUMENTS

1. SECTION 01010 – SUMMARY OF WORK
 - A. Page 01010-1, Section 1.01.B.1.b. Add the following after Part b:
 - b. Modify Section 107.23 by adding the following to the end of the section: “The Contractor shall be allowed to use the hoists and trolleys in the Sludge Pumping Station when not needed for Owners use. Any damage done to the crane system attributed to the Contractor will be the responsibility of the Contractor to repair. The Owner will specify the crane Contractor that will be used for any repairs.”
2. SECTION 01025 – MEASUREMENT AND PAYMENT
 - A. Page 01025-3, Section 1.02.J. Remove in its entirety.
 - B. Page 01025-4, Section 1.02.K. Remove in its entirety.
 - C. Page 01025-4, Section 1.02.L. Replace Section lettering from “L” to “J”. Replace “Item R-9” with “Item R-7” in three places.
 - D. Page 01025-4, Section 1.02.M. Replace Section lettering from “M” to “K”. Replace “Item R-10” with “Item R-8” in three places.
3. SECTION 02276 – EROSION AND SEDIMENTATION CONTROL
 - A. Page 02276-17, Title, replace “NCG010000” with “OHC000004”.
4. SECTION 06610 – GLASS FIBER AND RESIN FABRICATIONS
 - A. Page 06610-5, Section 2.02.M. Replace the fourth sentence in its entirety with “The color of the density current baffles shall be white.”
5. SECTION 09900 – PAINTING
 - A. Page 09900-13, Table 9-2, Product Listing. Replace the page in its entirety with the attached page 09900-13.
6. SECTION 11460 – FINAL CLARIFIER EQUIPMENT
 - A. Page 11460-7, Section 2.06.A. Replace “Option A or B” with “Option A, B or C”.
 - B. Page 11460-10, Section 2.06.C. Add Section D after Section C as follows:

D. Drive Unit – OPTION C

1. The drive mechanism shall consist of an electric motor, a primary reduction unit, an intermediate reduction unit, and an enclosed final reduction unit consisting of pinion and an integral gear/bearing. All components are directly coupled, eliminating chains and V-belts. The drive unit output torque shall be limited by a torque overload protection device.
2. The primary reduction unit shall be mounted on top of the intermediate gear reducer with direct shaft coupling.
 - a. The primary reduction unit shall use helical gearing and be permanently grease lubricated.
 - b. The primary reduction unit shall transmit torque to the input shaft of the intermediate gear reducer through a shear pin.
 - c. The L₁₀ life of the primary gearbox bearings shall be in excess of 100,000 hours at continuous torque rating of the drive unit.
3. The intermediate gear reduction unit shall be mounted on top of the final reduction unit and properly registered to maintain accurate centers for the final gearing. It shall have sufficient bearing capacity to fully support the pinion gear without a lower support bearing. The L₁₀ life of the intermediate reduction unit bearings shall be in excess of 100,000 hours at continuous torque rating of the drive unit.
4. Final reduction unit:
 - a. The bearing shall have a L₁₀ life in excess of 100 years. All calculations of gear and bearing life shall be made in accordance with the latest AGMA and AFBMA standards.
 - b. The final reduction unit housing shall be manufactured from A36 steel plate. All welds shall conform to applicable specifications of the ASME. After welding, all mounting and mating surfaces shall be machined to insure proper fit and alignment of the drive pinion and mating gear.
 - c. The base plate on which the gear and bearing is mounted shall be flat within 0.005 inch. The steel plate to which the intermediate pinion drive gearbox is mounted shall be a minimum of 1.5 inch thick.
 - d. The final reduction unit gear shall be machined to AGMA grade 6 or higher. Gear teeth shall have a core hardness of 250 to 300 BHN, and be induction hardened to 55 RC.
 - e. The final reduction unit pinion shall be made of heat-treated alloy steel and shall be mounted on the output shaft

- of the intermediate reduction gearbox. The pinion teeth shall be induction hardened to 55 to 60 Rc.
- f. The bearing shall have a seal to prevent contamination of the bearing raceway.
- 5. Electric motor: The drive motor shall be Mill and Chemical duty, TEFC, 1.15 Service Factor, Class F insulation.
 - 6. Torque indication and overload protection:
 - a. The torque overload protection device shall be attached to the primary reduction unit, and activated by the torque reaction of the primary reduction unit.
 - b. The torque load of the drive unit shall be indicated on a stainless steel 6-inch diameter torque gauge in ft-lbs
 - c. The overload protection device shall have two switches, which may independently energize an alarm circuit and motor cutoff circuit when the load of the mechanism reaches the customer specified torque settings.
 - d. The switches shall be enclosed in a NEMA 4X housing.
 - e. In addition to alarm and cutoff, the drive unit is also protected by a shear pin.
 - 7. Corrosion prevention:
 - a. All fabricated steel parts will be abrasive blast cleaned to SSPC 10, near white finish.
 - b. All external surfaces of fabricated parts shall be coated with one layer of Tnemec Omnithane Series 1 modified aromatic polyurethane primer, 2.5 to 3.5 mils dry film thickness and one layer of Tnemec Endura-Shield Series 73 semi-gloss aliphatic acrylic polyurethane, 2 to 5 mils dry film thickness.
 - 8. Design and manufacturing standards: All calculations of gear and bearing life shall be made in accordance with the latest AGMA and AFBMA standards. Welding fabrication and design are in accordance with the latest AWS standards. Power train calculations of all components are available upon request in accordance with specification details listed above.
 - 9. All lubrication shall be of the totally enclosed oil bath and permanently grease design.
- C. Page 11460-10, Section 2.06.D. Replace Section lettering from "D" to "E".

- D. Page 11460-10, Section 2.07.A.2. Replace “Option B” with “Option B or C”.
 - E. Page 11460-10, Section 2.08.A. Replace the fourth sentence in its entirety with “The well may be supported off the center cage or platform and not the truss arms as shown on the Drawings.”
 - F. Page 11460-12, Section 2.11.B. Add the following to the end of the Section, “If the feedwell is not rotating (not supported by truss arms), then the skimmer assembly shall be supported by the truss arms and not attached to the feedwell.”
 - G. Page 11460-13, Section 2.11.G. Add the following to the end of the third sentence, “ or rotating assembly with arm and disc.”
 - H. Page 11460-13, Section 2.11.G. Add the following to the end of the last sentence, “ or rotating assembly disc shall cover hole after flush cycle.”
7. SECTION 13209 – FIBERGLASS REINFORCED PLASTIC STORAGE TANKS
- A. Page 13209-6, Section 2.03.F. Replace “Section 15105, Check Valves” with “15115, PVC/CPVC Valves”.
8. SECTION 15100 – VALVE OPERATORS AND ACTUATORS
- A. Page 15100-4, Section 2.03.D. Replace “NEMA rated molded circuit breaker” with “NEMA rated fusible disconnect switches”.
 - B. Page 15100-6, Section 2.03.K. Replace “separately enclosed circuit breaker” with separately enclosed fusible disconnects”.

9. SECTION 16500 – LIGHTING

A. Page 16500-6, Section 2.02, Lighting Table. Replace Row for FIXTURE TYPE “LW1” as follows:

FIXTURE TYPE	LAMP/ FIXTURE WATTAGE	DESCRIPTION	MFR AND MODEL
LW1	78W (max)	Wall-mounted, 120-277VAC, LED light fixture, color temperature of 4100K, lineal ribbed frosted acrylic lens, general distribution, gasketed fiberglass housing, stainless steel latches, 4ft, 4000 lumen minimum, and wet location Listed.	Holophane EMS LED Series, Cooper Vaportite LED Series, or Lithonia FEM LED Series.

B. Page 16500-6, Section 2.02, Lighting Table. Add Rows for FIXTURE TYPES “LW2” and “LW5” as follows:

FIXTURE TYPE	LAMP/ FIXTURE WATTAGE	DESCRIPTION	MFR AND MODEL
LW2	98W (max)	Wall-mounted, 120-277VAC, LED light fixture, color temperature of 4000K, prismatic borosilicate glass lens, IESNA Type 5 low angle distribution, corrosion-resistant white cast aluminum housing, 10,000 lumen minimum, and wet location Listed.	Holophane Petrolux PLED2 Series, Crouse-Hinds PMV Series, or GE H2 Series.
LW5	72W (max)	Wall-mounted, 120-277VAC, LED light fixture, color temperature of 4000K, prismatic borosilicate glass lens, 20 LEDs, IESNA Type III medium distribution, white die-cast aluminum housing, 1000mA driver, [4400 lumen minimum, and wet location Listed.	Holophane W4G LED, Hubbell LED PGM3 Series, or GE EWS1 Series.

CHANGES TO CONTRACT DRAWINGS

- 1. Sheet S400
 - A. Replace “R-9” and “R-10” with “R-7” and “R-8”, respectively in note, at lower middle part of sheet above Key Plan.
 - B. Note 5, Replace “R-9” and “R-10” with “R-7” and “R-8” respectively.
- 2. Sheet S840
 - A. Sludge Pumping Station Repair Type Notes 8 and 9 and associated subparts, Remove in their entirety.
- 3. Sheet S842
 - A. Replace in its entirety with Sheet S842 attached.
- 4. Sheet S843
 - A. Remove “PHOTO 6/S842 TYPICAL ROOF MEMBRANE BLISTER REPAIR” in its entirety.
- 5. Sheet E02
 - A. Add the following table to the top and center of Sheet E02.

AREA DESIGNATION	LOCATIONS
Indoor Wet Process Area	All of the Bottom Plan
Indoor Dry Process Area	Top Plan – All areas excluding the Hypochlorite Area
Indoor Dry Non-process Area	Electrical Room
Indoor Type 1 Chemical Storage/Transfer Area	Top Plan – Hypochlorite Area
All Outdoor Areas	Final Clarifiers, Flow Splitting Chamber

- 6. Sheet E842
 - A. On Sheet E842, add Note 4 as follows:
 - 4. THE PAKSCAN PANEL SHALL BE WALL-MOUNTED TO THE SOUTH OF MOV-N066 IN THE BOTTOM FLOOR OF THE SLUDGE PUMPING STATION. THE CONTRACTOR SHALL FIELD COORDINATE THE EXACT LOCATION WITH THE OWNER.

7. Sheet I10

A. On sheet I10, add Note 5 as follows:

5. THE PAKSCAN PANEL SHALL BE WALL-MOUNTED TO THE SOUTH OF MOV-N066 IN THE BOTTOM FLOOR OF THE SLUDGE PUMPING STATION. THE CONTRACTOR SHALL FIELD COORDINATE THE EXACT LOCATION WITH THE OWNER.

ADDENDUM NO. 2

**WATER RECLAMATION FACILITIES
FINAL CLARIFIER IMPROVEMENTS
10% SBE, 5% MBE, AND 5% WBE PARTICIPATION
June 27, 2016**

TO ALL BIDDERS:

This addendum is issued to clarify and/or modify the specifications and contract documents for the titled project. This addendum, including all articles and corrections listed below, shall be taken into account in preparing the "Proposals" and shall become part of the Contract except as noted.

All bidders are requested to attach this Addendum to the Bid Form and return portions to the City as noted below. This Addendum No. 2 includes:

- Pages: AD2-1 through AD2-4 (must be attached to Bid Form)
- Bid Form Pages 3a, 3b and 3c (must be replaced in Bid Form)

CHANGES TO SPECIFICATIONS AND CONTRACT DOCUMENTS

1. BID FORM
 - A. Replace BID FORM Pages “3a” and “3b” with the attached Pages “3a”, “3b” and “3c”.

2. SECTION 01520 – MAINTENANCE OF UTILITY OPERATIONS DURING CONSTRUCTION
 - A. Page 01520-5, Section 1.03.K.1. Add the following to the end of the paragraph, “Contractor shall coordinate with Owner to dispose of remaining liquid, sludge, sand, grit and other debris from tank contents onsite.”
 - B. Page 01520-5, Section 1.04.A.1.b. Replace “90 days” with “180 days” in three places.

3. SECTION 03732 – CONCRETE REPAIRS
 - A. Page 03732-1, Section 1.01.B.1. Replace “Engineer and paid” with “Engineer, per the Drawings, and/or paid”.

4. SECTION 09900 – PAINTING
 - A. Page 09900-2, Section 1.05.A. Delete the last sentence in its entirety and replace with the following, “Surfaces to be painted are designated in the Drawings or Specifications. All new items shall be painted per the Painting Schedule unless specified elsewhere. Existing items shall only be painted per the Drawings or Specifications.

5. SECTION 11112 – HORIZONTAL RECESSED IMPELLER PUMPS
 - A. Page 11112-1, Section 1.02.A. Replace the design capacity (gpm) of point 2 from “150” with “88”. Replace the total dynamic head (feet) of point 2 from “85” to “80”.

6. SECTION 11122 – PROGRESSIVE CAVITY PUMPS
 - A. Page 11122-1, Section 1.01.A.1.b. Replace “provide pricing for scope” with “provide rotors and stators per pricing”.
 - B. Page 11122-1, Section 1.01.A.1.b. After b, add 1.01.A.1.c as follows:
 - c. Contractor shall utilize Moyno as supplier to provide all replacement parts other than rotors and stators.

7. SECTION 11460 – FINAL CLARIFIER EQUIPMENT

- A. Page 11460-4, Section 2.01.C. Remove “Walker Process”.
- B. Page 11460-20, Section 3.04.A. In the first sentence, replace “ferrous metal components” with “ferrous metal components except stainless steel”.
- C. Page 11460-20, Section 3.04.A. In the second sentence, replace “Sandblast factory prepared ferrous metals” with “Sandblast ferrous metals except stainless steel in the field”.
- D. Page 11460-20, Section 3.04.D. In the first sentence, replace “unpainted surfaces” with “unpainted surfaces except stainless steel”.
- E. Page 11460-20, Section 3.04.D. After D, add 3.04.E as follows:
 - E. Stainless steel shall be handled in accordance with Section 05061.

8. SECTION 15006 – DUCTILE IRON PIPE

- A. Page 15006-2, Section 2.01.G. In the third to last sentence, remove “a minimum ASTM A307; Grade B carbon steel and be”.

9. SECTION 15105 – CHECK VALVES

- A. Page 15105-1, Section 2.01. Remove “(WATER SERVICE)” from title.

CHANGES TO CONTRACT DRAWINGS

1. Sheet M840
 - A. Note 8, first sentence. Replace "PIPING TO WALL" with "PIPING TO LARGER PIPE HEADER".

2. Sheet D08
 - A. Standard Detail 1510700B. Replace "3'-0" MIN" on buried depth callout with "4'-6" MIN FIELD VERIFY".

 - B. Standard Detail 1511511. Replace "(SEE DETAIL 1511509A) AT EACH YARD HYDRANT" with "(SEE DETAILS 1510700A AND 1510700B) AT EACH FIRE HYDRANT".



City Manager's Report

7.

From **6450 - PW/Civil Engineering**

Date **August 24, 2016**

Expense Type **Other, (See Description Below)**

Total Amount **\$200.00**

Supplier, Vendor, Company, Individual

Name **Samer Hamdan**

Address **1600 W. Riverview Avenue
Dayton, Ohio 45402**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Guaranty Trust	72001-6450-1221-99	\$200.00

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

Description

SPECIAL USE PERMIT TO INSTALL HANDICAP RAMP

Permission is requested for Samer Hamdan being the owner to install a handicap ramp partially in the public right-of-way at 1600 W. Riverview Avenue.

This application has been reviewed and approved by the Departments of Planning and Community Development, Water, Economic Development, and Public Works-Civil Engineering.

Notice of the proposed permit has been published as required by ordinance, no objections have been received, and it is therefore recommended that the permit be granted.

Copy: Public Works/Business Office

Signatures/Approval

Approved by City Commission

Division

Department

City Manager

Clerk

Date

APPLICATION
For License or Privilege in Public
Way of the City of Dayton, Ohio

MAIL PERMIT TO:

NAME: Samer Hamdan
ADDRESS: 1600 W. Riverview
Dayton OH 45402
PHONE NO.: 937-305-9575

The undersigned Samer Hamdan being the owner and _____ lessee of the following described premises, to wit: Being all or part of Lot No. 2231 on the revised plat of said City. (If only part of a lot, or if unplatted land described same.)

(Said premises abut upon Riverview Ave and are known as No. 1600) hereby makes application for permit for installation, maintenance and use of the following license or privilege in said public way, to-wit:
Handicap Ramp Partially in Public Right of Way.

Such license or privilege is to be used in connection with said premises as above described.

A plat or print drawn to scale showing the proposed location of said license or privilege in the street, sidewalk, alley, public way or place and the adjacent property in connection with which said license or privilege to be used is hereto attached and made a part hereof.

Deposit in the sum of \$ 200.00 to cover the fee for permit and legal advertisement is hereby made.

Said owner and lessee for themselves, their heirs, successors, administrators and assigns, hereby agree that the privilege sought if granted, may be revoked at any time hereafter upon order of the City Manager or of the City Commission; that they will obey all laws of the State of Ohio and ordinances of the City of Dayton, pertaining thereto, whether now in force or hereafter enacted, in the installation, maintenance and use of such license or privilege, and that all acts or things to be done in connection therewith shall be subject to the supervision and control of the Director of Public Works of said City; that the public way shall be restored completely and to the entire satisfaction of and at such time as the Director of Public Works may determine without expense to said City; that they will safeguard by the use of barricades and red lights, and such other means as may be necessary for the public safety, any excavation or obstruction placed in said public way during the installation, maintenance, repair or use of same or anything in any way related to such license or privilege, and will at all times save the City of Dayton free and harmless from any and all liability for damages to person, or persons, or property on any way connected with, arising out of or incidental to the installation, maintenance and use or the granting and exercise of said license or privilege; that they will pay all expense for any change in said license or privilege made necessary by any change of grade of said public way and hereby waive all claims for damages or expense in connection therewith; that they will conform to all of the provisions of Sections 95.30 to 95.49, both inclusive, of the Revised Code of General Ordinances as the same now exist or may hereafter be amended, and with such other provisions of other ordinances as may be passed by the Commission, which said existing and future ordinances are made a part of this contract by express reference.

WITNESS our signatures hereto this 25th day of May 2016.

Witnessed in our presence:

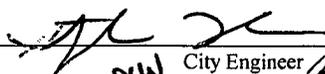


Owner

Lessee

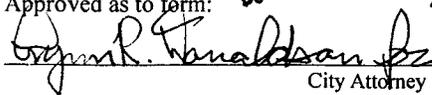
Checked as to location and ownership: K65

Recommended for approval:



City Engineer

Approved as to form:

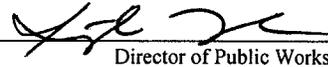


City Attorney

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

20

Approved by:



Director of Public Works

Approved by:

City Manager

Min. Bk. _____ Pg. _____

Clerk of the Commission

PERMIT

Notice of the foregoing application having been published as required by Section 95.39 (D), Revised Code of General Ordinances and no cause having been shown to the contrary and the City Commission having approved the same, the privilege prayed for is hereby granted, subject to the terms and conditions set forth in the application.



Director of Public Works

EXHIBIT DRAWING

LOT 22331
S29, T2, R6 E.
CITY OF DAYTON
MONTGOMERY COUNTY, OHIO

CERTIFICATION:

I HEREBY CERTIFY THAT THIS DRAWING IS THE RESULT OF FIELD OBSERVATIONS AND MEASUREMENTS ALONG WITH DOCUMENT RESEARCH OBTAINED FROM THE MONTGOMERY COUNTY RECORDER'S OFFICE.

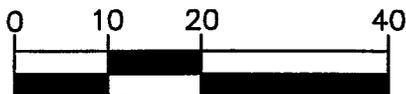
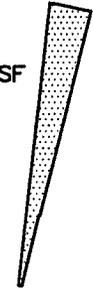
ERIC W. HAFER
OHIO REGISTERED
SURVEYOR #8038

DATE

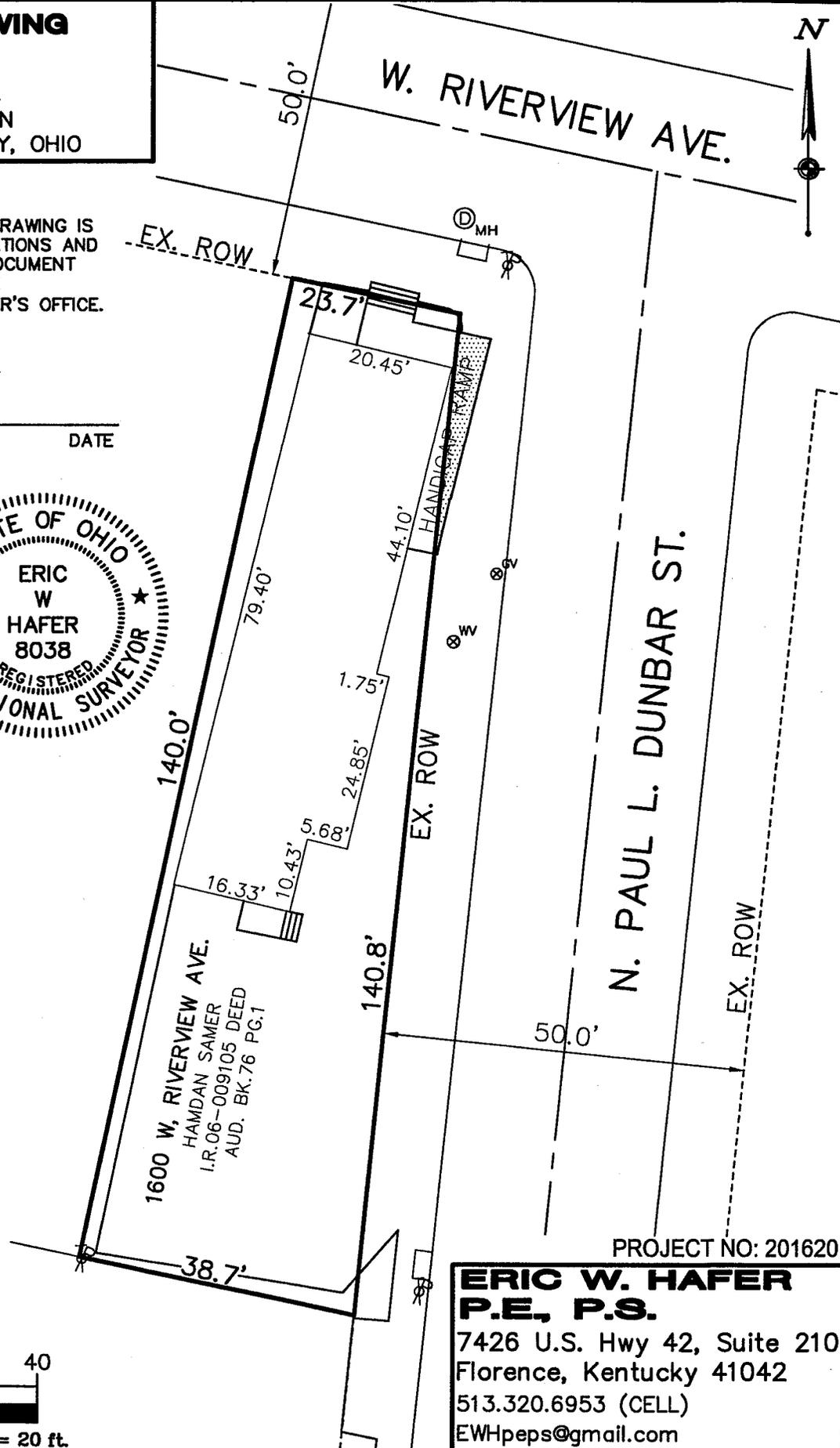


RIGHT OF WAY
ENCROACHMENT

75 SF



GRAPHIC SCALE 1 inch = 20 ft.



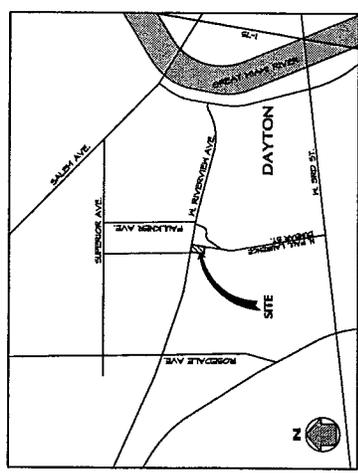
PROJECT NO: 201620

**ERIC W. HAFER
P.E., P.S.**

7426 U.S. Hwy 42, Suite 210
Florence, Kentucky 41042
513.320.6953 (CELL)
EWHpeps@gmail.com

TENANT FINISH FOR:
RIVERVIEW MARKET
 1600 W. RIVERVIEW AVE.
 DAYTON OHIO

VICINITY MAP



BUILDING CODE NOTES

PROJECT DESCRIPTION:
 THESE PLANS ARE FOR TENANT FINISH FOR EXISTING SIDE SLOTT. BUILDING LOCATED AT 1600 WEST RIVERVIEW AVENUE, DAYTON, OHIO. ALL MECHANICAL PLANS PREVIOUSLY SUBMITTED AND PERMIT ACQUIRED THROUGH CITY OF DAYTON.

USE GROUP: MERCHANDISE - SALE OF MERCHANDISE, STOCKING OF GOODS FOR RETAIL SALES TO THE PUBLIC.

OCCUPANT LOAD: 34 OCCUPANTS (EXISTING)

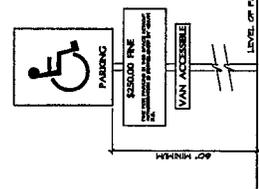
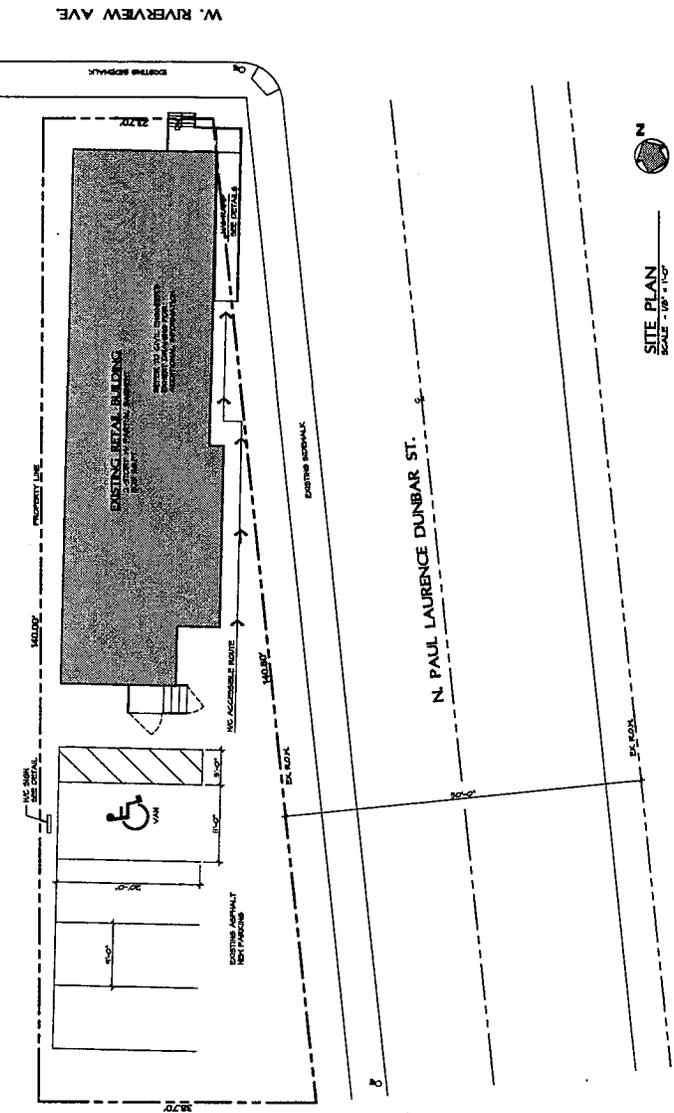
CONSTRUCTION TYPE: 3B

BUILDING IS NOT SPRINKLED AND IS NOT REQUIRED.
 BUILDING DOES NOT HAVE A MANUAL FIRE ALARM AND IS NOT REQUIRED.
 MEANS OF EGRESS ARE PROVIDED.
 MEANS OF EGRESS DOORWAYS:
 ALL DOORWAYS SHALL COMPLY WITH THE REQUIREMENTS OF CODE.
 OCCUPANT LOADS AND OCCUPANT LOADS SHALL BE DETERMINED FROM THE USE OF A NET OF THE BUILDING. OCCUPANT LOADS SHALL BE DETERMINED FROM THE USE OF A NET OF THE BUILDING. OCCUPANT LOADS SHALL BE DETERMINED FROM THE USE OF A NET OF THE BUILDING.

BUILDING DESIGN LOADS ARE EXISTING. THERE IS NO CHANGE IN OCCUPANCY. THERE ARE NO LOAD CHANGES OCCURRING.

NO.	PLAN NAME
TS	TITLE SHEET / SITE PLAN
A1	FLOOR PLAN / HANDICAP RESTROOM ELEVATIONS
A2	EXTERIOR ELEVATIONS / HANDICAP RAMP DETAIL

TENANT FINISH FOR:
RIVERVIEW MARKET
 1600 WEST RIVERVIEW AVENUE, DAYTON, OHIO



HANDICAP SIGNAGE
 IN ACCORDANCE WITH CODE SECTION 103 AND 104.01.01.01

A/D ARCHITREND | DECKER
 ARCHITECTS | ENGINEERS
 1500 Green Avenue, 4th Floor, PO Box 488, Independence, OH 45131
 (513) 325-1234
 www.ArchitrendDecker.com



DATE: 12/15/2023
 QUALITY PERMIT SET
 01/25/24 BACKFLOW PREVENT
 07/26/24 TENANT FINISH
 08/26/24 SITE PLAN REVISION

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 Architrend | Decker Architects, LLC

TITLE SHEET / SITE PLAN
 15/00022

TS

BY **Mr. Williams**

NO. **31507-16**

AN ORDINANCE

Amending the City's Appropriations for the Year 2016,
and Declaring an Emergency.

WHEREAS, On February 24, 2016, this Commission passed an appropriation ordinance for the year 2016, being Ordinance Number 31473-16, which provided for the appropriation of \$634,727,500 to the various funds of the City of Dayton; and

WHEREAS, The City Manager and Department Directors arranged a work program for 2016 for which there are now modifications in several funds that require amendment to the 2016 appropriations made in Ordinance Number 31473-16; and

WHEREAS, The City's Charter and State law mandate that no expenditures be made except pursuant to appropriations authorized by the Commission; and

WHEREAS, To provide for the usual daily operations of the various departments of the City until the end of the current calendar year, it is necessary that this Ordinance take effect at the earliest possible date; now, therefore,

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

Section 1. That appropriations for the year 2016 made by this Commission pursuant to Ordinance No. 31473-16 of monies available to the City, or in the process of collection by the City, and not otherwise encumbered, are amended as shown within the following funds:

GOVERNMENTAL FUND TYPE		2016	2016
		Appropriations	Amended
<u>(1) General Fund - 10</u>			
1200	Clerk of Commission	1,144,900	1,144,900
1300	Civil Service Board	1,352,200	1,360,200
1400	Human Relations Council		
	Expenses	768,200	779,300
	Transfers Out	0	9,600
	Total	768,200	788,900
2100	City Manager's Office	1,336,000	1,336,000
2101	Department of Public Affairs	733,100	733,100

		2016	2016
		Appropriations	Amended Appropriations
2300	Dept. of Planning and Community Development (including Housing Inspection)		
	Expenses	2,612,900	2,612,900
	Transfers Out	150,000	150,000
	Total	2,762,900	2,762,900
2500	Clerk of Courts	3,474,300	3,474,300
2510	Municipal Court		
	Expenses	4,162,700	4,162,700
	Transfers Out	0	0
	Total	4,162,700	4,162,700
2600	Office of Economic Development (including Zoning Admin. & Building Inspection)		
	Expenses	3,058,800	3,123,800
	Transfers Out	0	0
	Total	3,058,800	3,123,800
2700	Office of Management and Budget	991,500	991,500
3400	Department of Water	86,200	86,200
5200	Department of Law		
	Expenses	2,577,500	2,677,500
	Transfers Out	0	0
	Total	2,577,500	2,677,500
5300	Department of Finance	3,033,800	3,033,800
5500	Department of Central Services		
	Expenses	14,900,700	14,900,700
	Transfers Out	0	0
	Total	14,900,700	14,900,700
5600	Department of Human Resources	1,106,600	1,106,600
6200	Department of Police		
	Expenses	48,597,100	48,597,100
	Transfers Out	0	0
	Total	48,597,100	48,597,100
6300	Department of Fire		
	Expenses	39,165,000	39,002,700
	Transfers Out	0	10,000
	Total	39,165,000	39,012,700
6400	Department of Public Works		
	Expenses	16,402,900	16,444,000
	Transfers Out	3,200	28,100
	Total	16,406,100	16,472,100

		2016	2016
		Appropriations	Amended Appropriations
6500	Department of Recreation & Youth Services (including Convention Center)		
	Expenses	6,367,500	6,367,500
	Transfers Out	106,000	106,000
	Total	6,473,500	6,473,500
9980	Non-Departmental		
	Expenses	1,860,600	1,912,600
	Transfers Out	737,000	836,300
	Total	2,597,600	2,748,900
16999	Special Projects		
	Expenses	9,476,700	9,499,400
	Transfers Out	584,100	633,800
	Total	10,060,800	10,133,200
75000	Income Tax Fund		
	Transfers Out	5,303,300	6,301,900
	Total	5,303,300	6,301,900
Total General Fund		170,092,800	171,422,500
 <u>(2) Special Revenue</u>			
Roadway Maintenance Fund – 21999			
Street Maintenance Fund - 21000			
6400	Department of Public Works	5,434,900	5,464,900
	Total Roadway Maintenance Fund	5,434,900	5,464,900
 Highway Maintenance Fund - 21100			
6400	Department of Public Works	432,000	432,000
	Total Highway Maintenance Fund	432,000	432,000
Total Roadway Maintenance Fund		5,866,900	5,896,900
 HUD Programs Operating			
Community Dev. Block Grant Fund - 26102, 26204-26209			
2300	Dept. of Planning and Community Development	2,119,500	2,119,500
2400	Department of Building Services	1,351,600	1,351,600
5300	Department of Finance	155,000	155,000
	Total Community Dev. Block Grant Fund	3,626,100	3,626,100

		2016	2016
		Appropriations	Amended Appropriations
HOME Operating Fund - 27000			
2300	Dept. of Planning and Community Development	253,000	253,000
	Total HOME Operating Fund	253,000	253,000
Total HUD Programs Operating		3,879,100	3,879,100
HUD Programs Non-Operating			
Fair Housing Grant Fund - 23919			
1400	Human Relations Council	262,200	244,400
	Total Fair Housing Grant Fund	262,200	244,400
Emergency Shelter & Shelter Plus Care Fund - 25999			
2300	Dept. of Planning and Comm. Dev.	3,855,600	3,417,500
	Total Emergency Shelter Fund	3,855,600	3,417,500
Community Dev. Block Grant Non-Operating Fund - 26001 - 26906			
	Various Capital Projects	5,281,000	2,203,600
	Total Community Dev. Block Grant Non-Operating Fund	5,281,000	2,203,600
HOME Non-Operating Fund - 27998			
	Various Capital Projects	6,299,500	4,608,700
	Total HOME Non-Operating Fund	6,299,500	4,608,700
Neighborhood Stabilization Program II (NSP II)			
	Various Projects	720,900	720,900
	Total Neighborhood Stabilization Program II	720,900	720,900
Neighborhood Stabilization Program III (NSP III)			
	Various Projects	182,900	182,900
	Total Neighborhood Stabilization Program III	182,900	182,900
Total HUD Programs Non-Operating		16,602,100	11,378,000
Miscellaneous Grants - 28000; 29000			
	Various Departments		
	Expenses	13,372,200	13,762,000
	Transfers Out	38,600	20,000
	Total	13,410,800	13,782,000
	Total Miscellaneous Grants	13,410,800	13,782,000

	2016	2016
	Appropriations	Amended Appropriations
Other Special Revenue - 22111-513, 28329		
Various Departments	4,176,900	4,502,100
Total Other Special Revenue Fund	4,176,900	4,502,100
<i>Total Special Revenue</i>	43,935,800	39,438,100
 <i>(3) Debt Service</i>		
General Debt Retirement Fund - 31100-33100		
5300 Department of Finance	9,620,000	10,084,100
Total General Debt Retirement Fund	9,620,000	10,084,100
Total Debt Service	9,620,000	10,084,100
 <i>(4) Capital Project Funds</i>		
General Capital Fund - 40000		
Various Capital Projects	28,472,600	29,761,800
Total	28,472,600	29,761,800
Prior Year's Unexpended Appropriation	33,223,100	33,223,100
<i>Total Capital Project Funds</i>	61,695,700	62,984,900
 <i>(5) Permanent Funds</i>		
Permanent Fund - 71000		
Various Departments	50,000	50,000
Total Permanent Fund	50,000	50,000
TOTAL GOVERNMENTAL FUND	285,394,300	283,979,600
 PROPRIETARY FUND TYPE		
<i>(6) Enterprise Funds</i>		
Aviation Operating Fund - 51000 and 51001		
3200-		
9990 Department of Aviation		
Expenses	33,390,600	33,790,600
Transfers Out	3,148,300	3,794,700
Total	36,538,900	37,585,300
Total Aviation Operating Fund	36,538,900	37,585,300
 Aviation Capital Fund - 51002 - 52999		
Various Capital Projects	48,306,500	54,740,100
Total	48,306,500	54,740,100
Prior Year's Unexpended Appropriation	31,659,900	31,659,900
Total Aviation Capital Fund	79,966,400	86,400,000

		2016	2016
		Appropriations	Amended Appropriations
Water Operating Fund - 53000, 53997 and 53998			
2600	Office of Economic Development	102,600	102,600
3400	Department of Water - 3400 and 9980		
	Expenses	45,638,800	45,638,700
	Transfers Out	5,050,000	5,050,100
	Total	50,688,800	50,688,800
5300	Department of Finance		
	Expenses	3,881,400	3,881,400
	Transfers Out	0	0
	Total	3,881,400	3,881,400
	Total Water Operating Fund	54,672,800	54,672,800
Water Capital Fund - 53001 - 53996			
	Various Capital Projects	5,320,300	5,570,300
	Total	5,320,300	5,570,300
	Prior Year's Unexpended Appropriation	31,391,200	31,391,200
	Total Water Capital Fund	36,711,500	36,961,500
Sanitary Sewer Operating Fund - 55000			
3400	Department of Water - 3400 and 9980		
	Expenses	29,372,100	29,372,200
	Transfers Out	5,100,000	5,100,000
	Total	34,472,100	34,472,200
5300	Department of Finance	0	0
	Total Sanitary Sewer Operating Fund	34,472,100	34,472,200
Sanitary Sewer Capital Fund - 55001 - 55999			
	Various Capital Projects	5,100,000	5,175,000
	Total	5,100,000	5,175,000
	Prior Year's Unexpended Appropriation	39,399,600	39,399,600
	Total Sanitary Sewer Capital Fund	44,499,600	44,574,600
Storm Water Operating Fund - 58000			
3400	Department of Water - 3400 and 9980		
	Expenses	4,718,300	4,718,400
	Transfers Out	840,000	840,100
	Total	5,558,300	5,558,500
5300	Department of Finance	0	0

		2016	2016
		Appropriations	Amended Appropriations
6400	Department of Public Works		
	Expenses	1,359,100	1,359,100
	Transfers Out	125,000	125,000
	Total	1,484,100	1,484,100
	Total Storm Water Operating Fund	7,042,400	7,042,600
Storm Water Capital Fund - 58001 - 58999			
	Various Capital Projects	1,085,000	1,085,000
	Total	1,085,000	1,085,000
	Prior Year's Unexpended Appropriation	2,171,300	2,171,300
	Total Storm Water Capital Fund	3,256,300	3,256,300
Golf Operating Fund - 59000			
6500	Department of Recreation & Youth Services		
	Expenses	3,281,300	3,281,300
	Transfers Out	0	260,000
	Total	3,281,300	3,541,300
	Total Golf Operating Fund	3,281,300	3,541,300
Golf Capital - 59001			
	Various Capital Projects	260,000	260,000
	Total	260,000	260,000
	Prior Year's Unexpended Appropriation	0	0
	Total Golf Capital Fund	260,000	260,000
Total Enterprise Funds		300,701,300	308,766,600
<u>(7) Internal Service Funds</u>			
Fleet Management Fund - 61000			
6400	Department of Public Works	9,315,700	9,315,700
	Total Fleet Management Fund	9,315,700	9,315,700
Document Management Services Fund - 62100			
5500	Department of Central Services	551,900	551,900
	Total Stores and Reproduction Fund	551,900	551,900
Healthcare Self Insurance - 63000			
5600	Department of Human Resources	31,299,500	26,755,900
	Total Healthcare Self Insurance Fund	31,299,500	26,755,900
Workers' Compensation Fund - 65000			
5200	Department of Law	104,600	104,600
5600	Department of Human Resources	5,252,800	5,252,800

		2016	2016
		Appropriations	Amended Appropriations
Total Workers' Compensation Fund		5,357,400	5,357,400
Plumbing Shop - 66000			
5500	Department of Central Services	719,600	719,600
	Total Plumbing Shop	719,600	719,600
Fire Fleet Management - 67000			
6330	Department of Fire	1,387,800	1,387,800
	Total Fire Fleet Management Fund	1,387,800	1,387,800
<i>Total Internal Service Funds</i>		48,631,900	44,088,300
TOTAL PROPRIETARY FUND		349,333,200	352,854,900
TOTAL ALL FUNDS		634,727,500	636,834,500

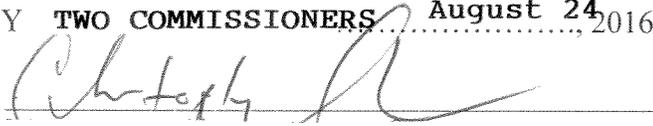
Section 2. That all books of accounts, warrants, orders, vouchers or other official reference to any appropriation shall indicate the appropriated funds involved or to be drawn upon by the code number as set forth in the detailed budget.

Section 3. That Ordinance Number 31473-16, passed by this Commission on February 24, 2016 is repealed.

Section 4. For the reasons stated in the preamble hereof, this Ordinance is declared to be an emergency measure and shall take effect immediately upon its passage.

PASSED BY THE COMMISSION... August 24, 2016

SIGNED BY TWO COMMISSIONERS... August 24, 2016



ATTEST:

Rashella Lavender
Clerk of the Commission

APPROVED AS TO FORM:

Dwight R. Wardlaw
City Attorney

[Handwritten Signature]
TWO COMMISSIONERS OF THE
CITY OF DAYTON, OHIO.



MEMORANDUM

August 19, 2016

TO: Shelley Dickstein, City Manager

FROM: Barbara LaBrier, Director *BLB*
Office of Management and Budget

SUBJECT: 2016 First Revised Appropriation

Please find below a summary of changes that are included in the first revised appropriation ordinance for 2016. The revisions to the appropriation total \$2.1 million for all funds.

1. The General Fund appropriation increases \$1.3 million overall which includes \$258,700 in department changes, \$72,400 for special project funds and \$998,000 for transfers for various capital project needs. The departments' adjustments include:

Civil Service	\$8,000 for additional hearing officer fees to cover an increased number of hearings.
Human Relations Council	\$20,700 to fund Immigrant Resource services and grant match requirements.
Economic Development	\$65,000 to fund additional services related to fundraising for the Levitt Pavilion project (\$50,000) and workforce development (\$15,000).
Law	\$100,000 for outside legal services related to various energy rate cases (additional funding may be needed before the end of the year).
Fire	-\$152,300 reflects \$162,300 reduction to personnel costs for EMT and Paramedic positions that will not be filled in 2016, offset by an additional \$10,000 for grant transfers.
Public Works	\$66,000 includes a one-time allocation for an environmental clean-up at Triangle Park that resulted from a car accident and transfers for grant matches. (Note: Efforts are being made to recover funds.)
Non-Departmental	\$151,300 covers the City's portion of the Pre-K Pilot program as well as reallocates funding for grant fund closures.
General Fund Special Projects	\$72,400 provides budget authority for a proposed public art project (disbursements will be limited to actual funds raised) and a budget adjustment for the CIRGV (Citizens' Initiative to Reduce Gun Violence Fund) based on contributions received.
Income Tax Fund	Provides additional funding of \$1,048,000 for various capital project needs. This amount includes \$275,000 for the Ludlow Street Property (amount needed in addition to existing capital funds), \$212,000 to provide needed cash flow for the Lot Links Program, \$317,000 to complete funding for radio replacement project, \$92,000 to fund the local match for the Valley Street Bikeway project which is ahead of schedule, as well as \$152,000 for intersection improvements related to the Webster/Stanley area.

The increase in the General Fund will require an increase in the planned use of the cash reserve by \$1.3 million in 2016 from \$1.5 to \$2.8 million. We believe we can achieve personnel savings by the end of the year (from vacancies) that will offset most of this amount.

2. The Street Maintenance Fund is up \$30,000 related to the purchase of a new "hot box" which will allow crews to do special asphalt resurfacing repairs and maintenance.
3. The appropriation for HUD funds is down \$5.2 million as several project funds have been reviewed and closed.
4. Miscellaneous Grants is up \$371,200 due to new grants received since the beginning of the year offset by a series of grant closures.
5. The Debt Service Fund is up \$464,100 to allow the payoff of an OPWC (Ohio Public Works Commission) loan (partial funding provided by University of Dayton and Miami Valley Hospital).
6. The General Capital Project Fund is up \$1.3 million due to new projects that have been funded since the beginning of the year (Levitt Pavilion, Valley Street Bikeway, Lot Links, as well as smaller miscellaneous projects).
7. The Aviation Fund is up \$1,046,400. Of this amount \$400,000 is needed to fund a legal settlement. The remaining \$646,400 represents an increase in the cash capital transfer given the need to perform duct cleaning in advance of installing new HVAC equipment as part of the terminal project.
8. Water Capital funding is up \$250,000 due to the need to budget a grant from Ohio EPA for the Lime Reclamation Project.
9. The Sanitary Sewer Capital Fund increases \$75,000 to reprogram unused OPWC funding for various projects.
10. The Golf Fund appropriation increases \$260,000 to fund various capital purchases funded from a General Fund transfer.
11. The Internal Service Fund for our Healthcare Self Insurance is being reduced by \$4.5 million. A review of the 2015 year end results has been completed and it was determined that the 2016 budget was initially overestimated.

Departments will need to continue their good stewardship of their existing budgets as our ability to accommodate any additional changes will be very limited. Please let me know if you have any questions or would like additional information.

BLB/blb

cc: Ms. Clements
Mr. Parlette
Ms. Doseck
Ms. Lofton
Ms. Shannon

By:.....**Mr. Joseph**.....

No.**31508-16**.....

AN ORDINANCE

Authorizing the Sale of Certain Real Estate to Phoenix Dayton, LLC in Connection with the Westview Industrial Park, and Declaring an Emergency.

WHEREAS, On May 5, 1999, the Commission of the City of Dayton adopted its strategic plan, CitiPlan Dayton: The 20/20 Vision ("CitiPlan 20/20"), of which land redevelopment, reuse, and revitalization are key components; and,

WHEREAS, The real estate hereinafter described in connection with the Westview Industrial Park is now wanted by Phoenix Dayton, LLC for redevelopment to the former McCalls building; and,

WHEREAS, The disposition of the Property has been recommended by the Director of Economic Development, the officer of the City of Dayton having the supervision and management of such land; and,

WHEREAS, The City Commission finds this sale to be in the public interest, in order to promote economic development, foster job creation and improve the quality of life within the City of Dayton; and,

WHEREAS, In order to complete the transaction in a timely manner, and for the immediate preservation of the public peace, property, health and safety, it is necessary that this ordinance take effect at an early date; now, therefore,

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

Section 1. That Phoenix Dayton, LLC's offer to purchase real estate in connection with the Westview Industrial Park is hereby accepted by the City Commission.

Section 2. That the City Manager is hereby authorized to proceed with the sale of the real estate described in the attached Exhibit A to Phoenix Dayton, LLC, and to execute any and all documents necessary forthwith to facilitate the transfer, including but not limited to the proposed Real Estate Purchase Agreement attached as Exhibit B, or a document substantially similar thereto.

Section 3. That the real estate described above shall be sold for the purposes set forth in the various preambles of this ordinance and for the consideration to be deposited into the following account:

REAL ESTATE DEVELOPMENT ACCOUNT

16304-2600-29601-41

THREE HUNDRED THOUSAND DOLLARS AND ZERO CENTS

(\$300,000.00)

Section 4. For the reasons stated in the preamble hereof, this ordinance is declared to be an emergency measure and shall take effect immediately upon its passage.

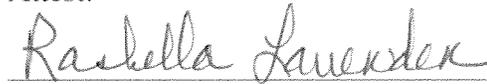
PASSED BY THE COMMISSION... **August 24**, 2016

SIGNED BY **TWO COMMISSIONERS**... **August 24** .., 2016



A handwritten signature in cursive script, appearing to read 'C. R.', is written over a horizontal line.

Attest:


Clerk of the Commission

Approved as to form:


City Attorney

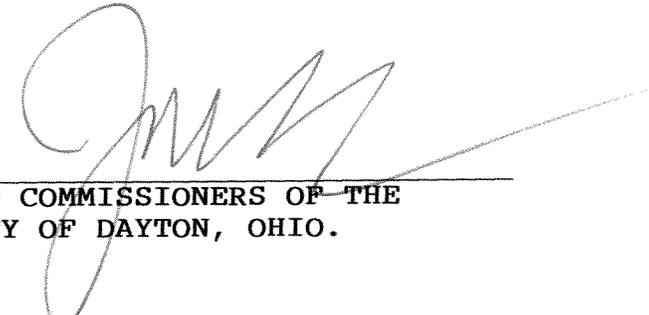

**TWO COMMISSIONERS OF THE
CITY OF DAYTON, OHIO.**

Exhibit A

2333 McCall Street

Situate in the State of Ohio, County of Montgomery, and being all of Lot Number 84715 of the consecutive Lots on the revised plat of the City of Dayton.

Montgomery County Tax Parcel: R72 09107 0066

Prior Deed References: 00-074A07
00-074B07
01-785E07
07-037376
08-042665
08-042661

McCall Street – Westview Parcel B

Situate in the State of Ohio, County of Montgomery, and being all of Lot Number 84717 of the consecutive Lots on the revised plat of the City of Dayton.

Montgomery County Tax Parcel R72 09107 0068

Prior Deed References: 00-074B07
00-074A07
07-037376

Adelite Street (Additional Parcels)

Situate in the State of Ohio, County of Montgomery, and being all of Lot Numbers 36558, 36560, 36562, 36564, 36565, 36566, 36567, and 36570 of the consecutive Lots on the revised plat of the City of Dayton.

Montgomery County Tax Parcels: R72 09105 0024
R72 09105 0026
R72 09105 0028
R72 09105 0030
R72 09105 0031
R72 09105 0032
R72 09105 0033
R72 09105 0036

Prior Deed References: 01-0129371
08-0010560
08-0010561
08-0042663
10-0026477
10-0070157
10-0071020
11-0039334

Exhibit B

REAL ESTATE PURCHASE AGREEMENT
McCalls Project

THIS REAL ESTATE PURCHASE AGREEMENT ("Agreement") is made and entered into between the City of Dayton, Ohio ("City"), a municipal corporation in and of the State of Ohio, and Phoenix Dayton, LLC ("Developer"), a private limited liability company domiciled in the State of Wisconsin.

WITNESSETH THAT:

WHEREAS, the Commission of the City of Dayton adopted its strategic plan, CitiPlan Dayton: The 20/20 Vision ("CitiPlan 20/20"), on May 5, 1999, of which job creation and retention is a major component of the Economic Development strategy; and

WHEREAS, the City owns certain real property on McCall Street known as the Westview Industrial Park that is intended for redevelopment; and,

WHEREAS, Developer has proposed renovating the former McCalls Building located at 2333 McCall Street in the Westview Industrial Park ("McCalls Building"), on a speculative basis, in order to attract new industrial users to the site;and,

WHEREAS, Developer has agreed to pursue all legally required zoning and building permits, including a Certificate of Use and Occupancy, in order to renovate the facility, and market it for appropriate industrial, light manufacturing and warehousing uses.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, the parties agree as follows:

1. The Developer hereby agrees to purchase from the City, and the City agrees to sell to the Developer, for the sum of THREE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$300,000.00), payable at the closing, the real property known as the McCalls Building along with the adjacent development parcel to the east and the City-owned parcels on the east side of Adelite Street ("Additional Parcels"), collectively described in Exhibit A, attached hereto and incorporated herein (collectively hereinafter the "Property"). The Property shall include all improvements, fixtures, equipment, mechanical systems, personal property and similar items located on the real property as of the date hereof. The Developer shall pay FIVE THOUSAND DOLLARS AND ZERO CENTS (\$5,000.00) as an earnest money deposit to the Title Company, as hereafter defined, within 3 days after the execution and delivery of this Agreement by both parties. If this transaction closes, the earnest money shall be applied to the purchase price at closing.

As further consideration, Developer will renovate the McCalls Building on a speculative basis in order to attract new industrial, light manufacturing and warehousing users to the site ("Project"), and make good faith efforts to obtain a Certificate of Occupancy related to the occupancy of the building.

2. Developer shall have until 5:00 pm Central Standard Time (CST) on the day which is ninety (90) days after the date hereof (the "Due Diligence Period"), to conduct any due diligence review of the Property and the Option Property, including all of the items to be furnished by the City to Developer pursuant to Agreement and all records and other materials related thereto as

Developer deems appropriate in its sole and absolute discretion. On or before the expiration of the Due Diligence Period, Developer may provide written notice (an "Approval Notice") to City that Developer wishes to proceed to closing, subject to the terms and conditions of this Agreement. Developer's failure to provide an Approval Notice prior to the expiration of the Due Diligence Period shall be deemed Developer's disapproval of the Property. In addition, at any time prior to the expiration of the Due Diligence Period, Developer may provide written notice to City disapproving the Property ("Disapproval Notice"). Upon the giving of a Disapproval Notice or the deemed disapproval of the Property, this Agreement shall automatically terminate and all earnest money shall be returned to the Developer.

City and Developer hereby acknowledge and agree that they intend this Agreement to be a binding and enforceable agreement, subject to the terms and conditions set forth herein, and each party hereby waives any right to hereafter challenge the enforceability of this Agreement to the extent that the contingencies set forth in Section 3 hereof are at the good faith discretion of Developer. Developer agrees to use its good faith efforts to satisfy such contingencies. City acknowledges and agrees that such efforts by Developer will require Developer to expend significant time and money investigating the Property and attempting to satisfy all of the contingencies precedent to the purchase of the Property and the expenditure of such time and money by Developer constitutes good and sufficient consideration to City for City accepting this Agreement and agreeing to be bound hereto. From and after the date hereof, Developer shall have complete access to the Property for the purpose of conducting its due diligence, including for the purpose of taking and removing environmental samples at the Property. The closing of this transaction shall occur within thirty (30) days after the delivery an Approval Notice by Developer, at a mutually agreeable time and place.

3. At closing, the City shall convey the Property to the Developer by good and sufficient special warranty deed, with the City warranting the property free from encumbrances, except (A) zoning ordinances, (B) building restrictions, (C) taxes and assessments that appear on the tax duplicate for the year of closing, and (D) all restrictions and easements of record.
4. The City shall pay, at closing, all taxes, assessments, interest and penalties that are then due and payable. It is understood that the taxes and assessments for the tax year 2016 will not be prorated. It is further understood and agreed that in the event the sale is not closed in 2016, then the taxes and assessments shall not be prorated for the year in which the closing is held. Upon closing, the Developer shall be responsible for all future taxes and assessments.
5. The Developer shall have possession of the Property upon delivery of an executed deed from the City. The City, or the professional Title Company hired by the Developer to provide title and closing services, shall record said deed in Montgomery County, Ohio. Developer shall be responsible for transfer and recording costs, and the cost of any desired title policy.
6. The delivery by the City of the special warranty deed described herein and acceptance by the Developer of said deed shall not be deemed to extinguish, waive, or discharge any of the obligations of the City or the Developer (other than the conveyance of the Property and the payment of the purchase price) hereunder not stipulated or contained in the deed, nor in any way to prejudice or bar the City in asserting any of its rights hereunder; provided, however, the City may not request that the Property be re-conveyed to the City.
7. The City and Developer understand and agree that Developer's purchase of the Property and

other rights and interest to be conveyed, sold, transferred and/or assigned pursuant to this Contract shall be on an "as is, where is" physical basis, with all faults, without any representation or warranty expressed or implied with regard to physical condition, including without limitation any latent or patent defects, conditions of soils or groundwater, existence of hazardous substances, asbestos, mold, lead-based paint, petroleum products or contaminants, the quality of construction, workmanship, or fitness for any particular purpose thereof. The Developer hereby acknowledges that Developer has inspected or will inspect the Property (including an environmental investigation, if desired) to Developer's satisfaction and that the City has not and does not plan to conduct its own inspection and shall not be liable for any latent or patent defects in the Property.

8. Developer acknowledges that neither the City nor any representative or agent of the City has made any representation or warranty as to any of the following: (i) the physical or environmental condition (including surface and subsurface conditions), state of repair, income, expenses or operation of the Property and surrounding property; (ii) title to the Property or the assignability, assumability, transferability or validity of any licenses, permits, government approvals, warranties or guaranties relating to the Property or the use and operation hereof; (iii) the accuracy or completeness of any information provided by the City with respect to environmental matters, (iv) compliance or noncompliance with local, state or federal statutes, ordinances, orders or regulations concerning the Property or the use thereof; (v) prior or current operations conducted on the Property; or (vi) any matter or thing affecting or relating to the Property or this Contract not expressly stated in (i), (ii), (iii), (iv), (v) or (vi) above. Developer has not been induced by and has not relied upon any statement, representation, or agreement, whether express or implied, not specifically set forth in this Contract. The City shall not be liable or bound in any manner by any oral or written statement, agreement, or information pertaining to the Property or this Contract furnished by any agent, employee, or other person of the City.
9. City makes no representations or warranties, express or implied, with respect to: the environmental condition of the Property and the surrounding property (including all facilities, improvements, and structures thereon, surface waters thereon or adjacent thereto, or soil and groundwater thereunder); City's operations conducted on the Property; or City's compliance with any environmental health or safety laws.
10. Developer shall accept the Property in "as is" condition and shall be responsible for, on and after the closing date, all environmental obligations and liabilities and costs, arising under environmental health or safety laws or at common law, and whether or not accrued or fixed, absolute or contingent, known or unknown, determined or determinable, to the extent that such obligations and liabilities and costs arise from any contaminant, chemical, product, by-product, or any material whatsoever, on, at, to, or from the Property. Developer shall hold City harmless from any such claims arising from the Developer's development or use of the Property.
11. Developer shall defend, indemnify, and hold harmless City and its elected officials, officers, employees, and agents from and against all claims, losses, damages, and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, to the extent that such claims, losses, damages, or expenses are caused by or arise out of the non-performance of this Agreement by Developer, and/or the acts, omissions or conduct of Developer, and its agents, employees, contractors, sub-contractors, and representatives in undertaking and completing the Project.
12. Developer affirms and certifies that it complies with Ohio Revised Code § 3517.13 limiting political contributions.

13. Developer certifies that, as of the date of execution, it does not owe any delinquent taxes to the City of Dayton and/or does not owe delinquent taxes for which Developer is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code or, if such delinquent taxes are owed, Developer currently is paying such delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, or Developer filed a petition in bankruptcy under 11 U.S.C. Section 101. et seq., or such a petition has been filed against Developer. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.
14. No later than ten (10) days following the date of this Agreement, City shall deliver to Developer a preliminary title commitment (the "Commitment") from First American Title Insurance Company ("Title Company"), together with legible copies of all recorded supporting documents, encumbrances and exceptions. On or before the expiration of the Due Diligence Period, Developer may deliver to City a notice or notices (each, a "Title Objection Notice") setting forth (i) any matters shown on the Developer's Title Commitment to which Developer objects; (ii) any modifications, supplements and/or other modifications of the legal description, description of exceptions and/or other matters set forth in the Commitment and (iii) any endorsements required by the Developer to be included in the title policy. If Developer delivers one or more Title Objection Notice(s), City shall have ten (10) days from the receipt of such Title Objection Notice to provide Developer with written notice of City's election to remove or otherwise cure, to Developer's reasonable satisfaction, any objections on or prior to the closing ("City Response Notice"); provided, however, and notwithstanding anything to the contrary contained in this Agreement, that City shall be obligated to make good faith efforts to remove any and all monetary liens affecting the Property.

If City timely delivers notice of election not to cure a disapproved item, then Developer may either (i) elect to terminate this Agreement; or (ii) waive in writing its prior disapproval of such item and accept title subject to such previously disapproved item by delivering notice of Developer's election to City within ten (10) days after the receipt of the City Response Notice. If City fails to timely deliver the City Response Notice within such ten (10) day period, then City shall be deemed to have elected to not cure all of the disapproved matters set forth in the Title Objection Notice. At closing, the City shall execute and deliver to the Title Company any affidavits or other items required to provide clear and marketable title.

15. If the Property is materially damaged by casualty prior to closing, Developer shall have the right to either (i) acquire the Property as described herein, or (ii) terminate this Agreement.

16. GENERAL PROVISIONS.

- A. Conflict of Interest. Developer represents that to the best of its knowledge it has no interest that would undermine the impartiality of either party because of the conflict between the party's self-interest and this agreement or public interest in any manner or degree. Developer further covenants that it will not acquire any such interests, directly or indirectly during the term of this Agreement.
- B. Entire Understanding. This Agreement represents the entire and integrated agreement between the parties. This Agreement supersedes all prior and contemporaneous communications, representations, understandings, agreements or

this Agreement, and any other documents related to the Property to any of its affiliates or related entities, provided however that the affiliate or related entity is owned and/or managed by one or more principal individuals associated with the Developer. Developer shall notify the City of any proposed assignment, and the identity of the principal individual(s) that will own and/or manage the affiliate or related entity, at least 30 days in advance of such assignment. City shall have 20 days to reject, in writing, any proposed assignment to an affiliate or related entity that is not owned and/or managed by a principal individual associated with the Developer, at the sole discretion of the City.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, each by a duly authorized representative as of the date(s) set forth below.

THE CITY OF DAYTON, OHIO

PHOENIX DAYTON, LLC

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

**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

2333 McCall Street

Situate in the State of Ohio, County of Montgomery, and being all of Lot Number 84715 of the consecutive Lots on the revised plat of the City of Dayton.

Montgomery County Tax Parcel: R72 09107 0066

Prior Deed References: 00-074A07
 00-074B07
 01-785E07
 07-037376
 08-042665
 08-042661

McCall Street – Westview Parcel B

Situate in the State of Ohio, County of Montgomery, and being all of Lot Number 84717 of the consecutive Lots on the revised plat of the City of Dayton.

Montgomery County Tax Parcel R72 09107 0068

Prior Deed References: 00-074B07
 00-074A07
 07-037376

Adelite Street (Additional Parcels)

Situate in the State of Ohio, County of Montgomery, and being all of Lot Numbers 36558, 36560, 36562, 36564, 36565, 36566, 36567, and 36570 of the consecutive Lots on the revised plat of the City of Dayton.

Montgomery County Tax Parcels: R72 09105 0024
 R72 09105 0026
 R72 09105 0028
 R72 09105 0030
 R72 09105 0031
 R72 09105 0032
 R72 09105 0033
 R72 09105 0036

Prior Deed References: 01-0129371
 08-0010560
 08-0010561
 08-0042663
 10-0026477
 10-0070157
 10-0071020
 11-0039334



MEMORANDUM

August 12, 2016

TO: Shelley Dickstein, City Manager

FROM: Ford Weber, Director FPW
Department of Economic Development

SUBJECT: Ordinance Authorizing Sale of McCall Building

This memorandum accompanies and explains the emergency Ordinance and corresponding Agreement authorizing the sale of the City-owned property known as the McCall Building, located at 2333 McCall Street in the Westview Industrial Park. The property includes 350,000 s.f. of industrial space on 24.4 acres of land south of Route 35 in the Miami Chapel neighborhood.

The negotiated purchase price is \$300,000. The purchaser, Phoenix Dayton, LLC ("Phoenix"), is an affiliate of Phoenix Investors from Milwaukee, Wisconsin. They have specialized in revitalizing underutilized industrial properties for over 25 years. Their portfolio includes over 9 million square feet of industrial space across 18 states. This project will be their first investment in Ohio.

The building was constructed in the 1960s as part of the McCalls (Dayton Press) campus. The City acquired the building in 2001. It was occupied until 2010, and we have had the building listed on the market since that time. The building has suffered from substantial deferred maintenance and vandalism, which has made it difficult to attract a new tenant or owner-occupant. Phoenix has the necessary capital and expertise to renovate the facility and make it marketable again.

Phoenix will have 90 days to conduct any remaining due diligence, so we expect the closing to occur prior to November 23, 2016. When Phoenix takes title to the site, they will begin to make necessary improvements to make it look more presentable to industrial prospects. We will continue to work with Phoenix and our local development partners to identify suitable prospects. When a new tenant is found, Phoenix will make additional improvements to meet their tenant's needs.

This project represents a significant new investment in West Dayton. Since time is of the essence, we are requesting emergency authorization. A copy of the Agreement and a neighborhood map are also attached. If you have any questions, please contact Keith Klein of my staff at extension 3812.

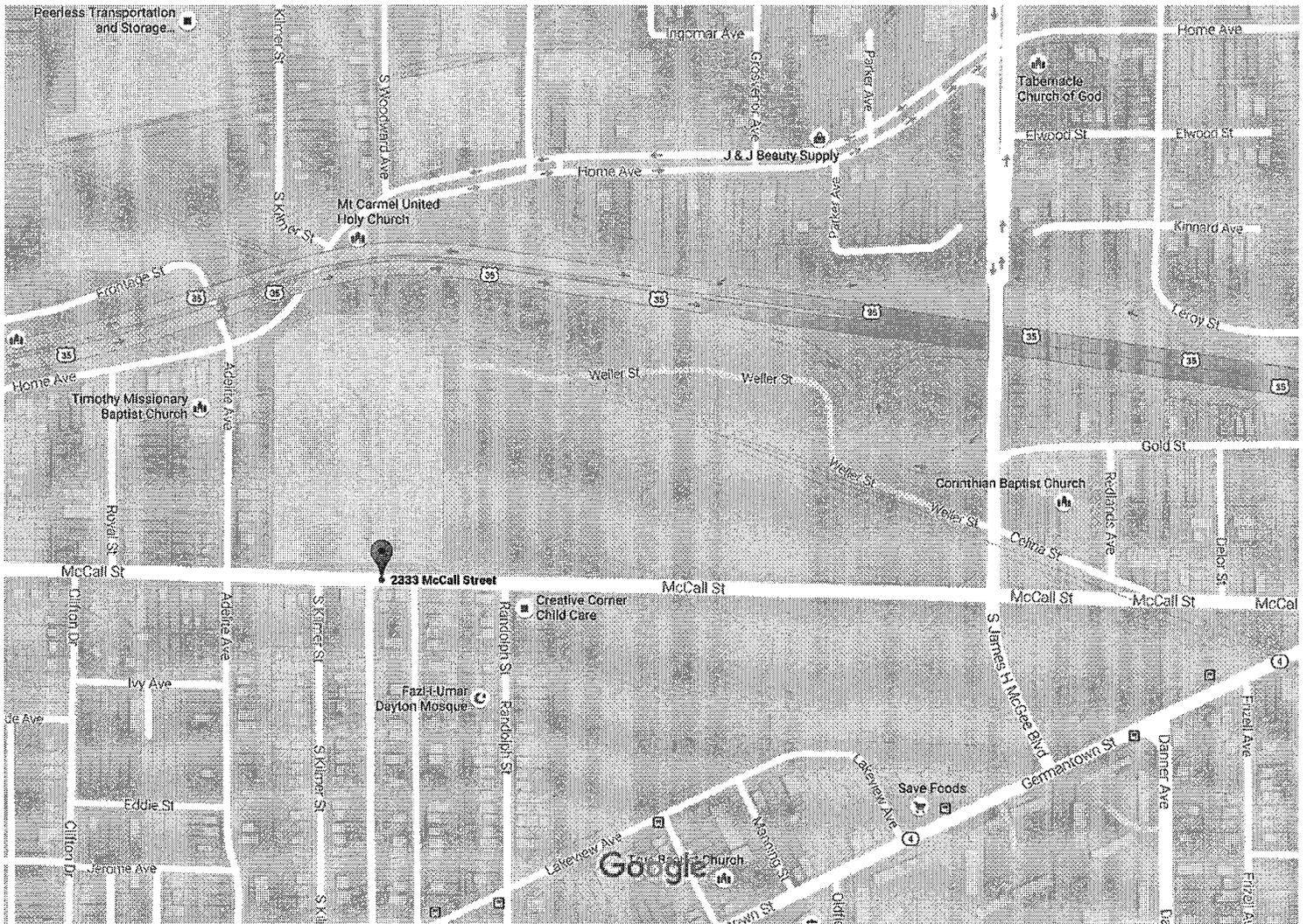
FPW/kek

Attachments

1. Ordinance
2. Agreement
3. Map

C: Tammi Clements
Joe Parlette
Keith Klein

Google Maps 2333 McCall St



Map data ©2016 Google 200 ft

By.....**Mr. Mims**.....

No.....**31509-16**.....

AN ORDINANCE

Authorizing the Submission, Acceptance, Acquisition and Purchase of Thirteen Properties from Montgomery County, Ohio, and the Subsequent Disposition of those Properties in Connection with the Real Estate Acquisition Program ("REAP"), and Declaring an Emergency.

WHEREAS, The City of Dayton ("City") has adopted and implemented procedures under Chapter 5722 of the Ohio Revised Code to facilitate the reutilization of nonproductive lands situated within the City; and,

WHEREAS, The City and Montgomery County have jointly established the REAP to facilitate redevelopment within the City through the tax foreclosure process; and,

WHEREAS, The City requested that the Montgomery County Treasurer's Office enter certain real estate into REAP; and,

WHEREAS, In accordance with Section 5722.03 of the Ohio Revised Code, the County may now sell this real estate directly to the City for the fair market value, which has been determined to be the cost of the County's foreclosure; and,

WHEREAS, This real estate is wanted for desirable redevelopment; and,

WHEREAS, It is found to be in the best interest of the City to acquire the real estate described below, and subsequently transfer the real estate to appropriate individuals or organizations for redevelopment; and,

WHEREAS, In order to comply with the terms of purchase for said real estate, and for the immediate preservation of the public peace, property, health and safety, it is necessary that this ordinance take effect at an early date; now, therefore,

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

Section 1. That the Department of Planning and Community Development shall request that the Montgomery County Treasurer enter the property listed below into REAP.

Section 2. That the City Manager or the designee is authorized to accept Sheriff's Deeds from Montgomery County conveying the following described real estate to the City, free and clear of all liens and encumbrances:

NO.	INDEX	PARCEL NUMBER(S)	ADDRESS
1	1995	R72 08405 0023	1137 W First St
2	1991	R72 08405 0024	1133-1135 W First St
3	1972	R72 08405 0025	1129-1132 W First St
4	1973	R72 08405 0026	1125-1127 W First St
5	1974	R72 08405 0027	1123 W First St
6	1967	R72 08404 0005	W First St
7	1968	R72 08404 0006	1107 W First St

8	1990	R72 08404 0009	222 Dakota St
9	1959	R72 08404 0010	218 Dakota St
10	1960	R72 08404 0011	212-214 Dakota St
11	1966	R72 08404 0012	Dakota St
12	2171	R72 08404 0013	1115-1117 W First St
13	2172	R72 08404 0037	Dakota St

Section 3. That the sum of money set forth below be paid to Montgomery County for said real estate upon the terms and conditions set forth in this ordinance on file in the office of the Clerk of Commission, and said sum of money is hereby appropriated to be paid out of the following account:

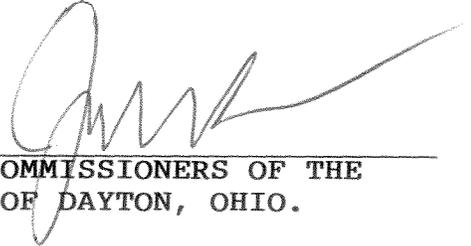
Housing-NRP Fund – P&CD Director’s Office
41741-2380-1159-31
TWENTY-SIX THOUSAND DOLLARS AND ZERO CENTS
(\$26,000.00)

Section 4. That the City Manager or the designee is authorized to convey the above properties without further Commission action.

Section 5. For the reasons stated in the preamble hereof, the Commission declares this ordinance to be an emergency measure that shall take effect immediately upon its passage.

Passed by the Commission **August 24**, 2016

Signed by **Two Commissioners**... **August 24**, 2016

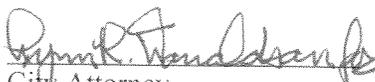



**TWO COMMISSIONERS OF THE
CITY OF DAYTON, OHIO.**

Attest:


Clerk of the Commission

Approved as to form:


City Attorney

CERTIFICATE OF FUNDS

CT161491

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

 X New Contract Renewal Contract Change Order

Contract Start Date	Execution by the City
Expiration Date	N/A
Original Commission Approval	\$ 26,000.00
Initial Encumbrance	\$ 26,000.00
Remaining Commission Approval	\$ -
Original CT/CF	\$ -
Increase Encumbrance	\$ -
Decrease Encumbrance	\$ -
Remaining Commission Approval	\$ -

Required Documentation

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

Amount: <u> \$ 26,000.00 </u> Fund Code <u> 41741 - 2380 - 1159 - 31 - XXXX - XXXX </u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>	Amount: <u> </u> Fund Code <u> XXXX - XXXX - XXXX - XX - XXXX - XXXX </u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>
Amount: <u> </u> Fund Code <u> XXXX - XXXX - XXXX - XX - XXXX - XXXX </u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>	Amount: <u> </u> Fund Code <u> XXXX - XXXX - XXXX - XX - XXXX - XXXX </u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>

Attach additional pages for more FOAPALS

Vendor Name: Montgomery County Ohio

Vendor Address: 451 West Third Street Dayton OH 45422-0475
Street City State Zip code + 4

Federal ID: 31-6000172

Commodity Code: 961-64

Purpose:
 This Certificate of Funds is required to pay the various departments and divisions at Montgomery County Ohio, for the Real Estate Acquisition Program (REAP), as set forth in the terms and conditions of the City's Ordinance. In 2015, the following two (2) Certificate of Funds for REAP Ordinances were established: 1) CT 15-1208 (\$118,800) encumbered on July 20th; 2) CT15-1285 (\$150,000) encumbered on November 16th; and in 2016 1) CT16-1384 (\$132,000.00) was encumbered on February 10th. **Note:** This CF request is based on the cost for the acquisition and purchase of thirteen (13) properties at an estimated cost of \$2,000.00 each. (13 x \$2,000.00 = \$26,000.00)

Contact Person Paula Powers x7379 or J. Michael Henderson x3690 Planning & Community Development / Director's Office 8/4/2016
Department/Division Date

Originating Department Director's Signature: J. Michael Henderson for AKS - August 4, 2016

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] 8-9-16
Date

CF Prepared by [Signature] 8/8/16 CT161491
Date CF/CT Number



MEMORANDUM

August 16, 2016

TO: Shelley Dickstein, City Manager
City Manager's Office

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

**SUBJECT: Ordinance Authorizing Acceptance, Acquisition, Purchase of
Thirteen Properties and Subsequent Disposition of
Thirteen Properties**

Attached for your review and placement on the August 24, 2016 City Commission calendar is an Ordinance authorizing the acceptance, acquisition, purchase and subsequent disposition of Thirteen (13) properties from Montgomery County in connection with the Real Estate Acquisition Program (REAP). Due to the timeliness to conclude the REAP process, we are requesting this Ordinance be declared an emergency.

The REAP Program allows the City of Dayton to work with Montgomery County to acquire property for redevelopment through tax foreclosure. In 2015 the City received 351 new Lot Links applications and transferred 145 properties to applicants from prior years whose properties had completed the foreclosure process. Approximately 75% of the properties transferred contain structures acquired for rehab and reuse. The remaining properties acquired will be used as yard extensions.

If you have any questions, please contact Paula Powers at extension 7379.

AKS/pgp

Attachment

By... **Mr. Shaw**

No..... **31510-16**

AN ORDINANCE

Authorizing the Submission, Acceptance, Acquisition and Purchase of Eighty-One Properties from Montgomery County, Ohio, and the Subsequent Disposition of those Properties in Connection with the Real Estate Acquisition Program ("REAP"), and Declaring an Emergency.

WHEREAS, The City of Dayton ("City") has adopted and implemented procedures under Chapter 5722 of the Ohio Revised Code to facilitate the reutilization of nonproductive lands situated within the City; and,

WHEREAS, The City and Montgomery County have jointly established the REAP to facilitate redevelopment within the City through the tax foreclosure process; and,

WHEREAS, The City requests that the Montgomery County Treasurer's Office enter certain real estate into REAP; and,

WHEREAS, In accordance with Section 5722.03 of the Ohio Revised Code, the County may now sell this real estate directly to the City for the fair market value, which has been determined to be the cost of the County's foreclosure; and,

WHEREAS, This real estate is wanted for desirable redevelopment; and,

WHEREAS, It is found to be in the best interest of the City to acquire the real estate described below, and subsequently transfer the real estate to appropriate individuals or organizations for redevelopment; and,

WHEREAS, In order to comply with the terms of purchase for said real estate, and for the immediate preservation of the public peace, property, health and safety, it is necessary that this ordinance take effect at an early date; now, therefore,

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

Section 1. That the Department of Planning and Community Development shall request that the Montgomery County Treasurer enter the property listed below into REAP.

Section 2. That the City Manager or the designee is authorized to accept Sheriff's Deeds from Montgomery County conveying the following described real estate to the City, free and clear of all liens and encumbrances:

1.	1913	R72 07405 0008,0070	400 Salem Ave
2.	2082	R72 12105 0002	921 Bridge St
3.	2101	R72 12110 0011	921 Bridge St

4.	2083	R72 06607 0016	33 Rockwood Ave
5.	2084	R72 12014 0006	1434 Princeton Dr
6.	2085	R72 07103 0037	115-117 Willowwood Dr
7.	2086	R72 02207 0024	319 E Huffman Ave
8.	2087	R72 04411 0074	1029-1031 E Huffman Ave
9.	2088	R72 10607 0113	510 Harriet St
10	2089	R72 06006 0012	36 McOwen St
11	2090	R72 01902 0017	415 & 419 Burns Ave
12	2091	R72 09502 0033,34	3262 McCall St
13	2092	R72 07104B0043	159 W Parkwood Dr
14	2093	R72 07401 0016	40 Lexington Ave
15	2094	R72 06603 0001	540-542 Grafton Ave
16	2095	R72 15307 0047	1325 Jordan Ave
17	2096	R72 05301 0042	524 Troy St
18	2097	R72 16808 0033	3924 Cain Ct
19	2098	R72 06905 0025	1021-1023 Salem Ave
20	2099	R72 12711 0051	143 Lorenz Ave
21	2100	R72 07711 0002	1408-1410 W Grand Ave
22	2103	R72 08403 0003,0002	901-907 & 911 W Third Street
23	2104	R72 08208 0004	316 Orchard Ave
24	2105	R72 09309 0061	44 Moss Ave
25	2106	R72 12014 0012	1451 Princeton Dr
26	2107	R72 07201 0001	1632 Salem Ave
27	2108	R72 07809 0039	213-215 Oxford Ave
28	2109	R72 07809 0040	211 Oxford Ave

29	2110	R72 02410 0036	1123 Wyoming St
30	2111	R72 12311 0014	3835 Necco Ave
31	2112	R72 09503 0034	408 Mulford Ave
32	2113	R72 02409 0008	1327 Wyoming St
33	707	R72 06908 0021	805 Manhattan Ave
34	2114	R72 06109 0014	1966-1968 N Main St
35	2115	R72 06210 0009	135 Ernst Ave
36	2116	R72 15815 0022	3927 Prescott Ave
37	2117	R72 12506 0034	1913 Oakridge Dr
38	2118	R72 05204 0126	1401 Leonhard St
39	2119	R72 12410 0112	4416 Hoover Ave
40	2120	R72 04410 0039	24 Watts St
41	2121	R72 04410 0040	28 Watts St
42	2122	R72 13216 0016	3585 Roejack Dr
43	2123	R72 07403 0033	1044 W Grand Ave
44	2124	R72 15307 0014	414 Santa Cruz Ave
45	2125	R72 05208 0048	207 Alton Ave
46	2126	R72 08803 0004	1518 W Fifth St
47	2127	R72 16210 0024	3206 Forest Grove Ave
48	2148	R72 16214 0058,0057	1936 Kipling Dr
49	2128	R72 05201 0026	510 Maryland Ave
50	2129	R72 05107 0045	2030 Stapleton Ct
51	2130	R72 05204 0076	1329 Schaeffer St
52	2131	R72 05207 0031	125 Baltimore St
53	2132	R72 05204 0048	1228 Lamar St

54	2133	R72 05407 0018	243 Maryland Ave
55	2134	R72 05209 0037	180 Grove Ave
56	2135	R72 05206 0045	246 Alaska St
57	2136	R72 05404 0015	227 Deed's Ave
58	2137	R72 05306 0017	289 Air St
59	2138	R72 05302 0034	256 Air St
60	2140	R72 05204 0100	1329 Leonhard St
61	2141	R72 07203 0032	822 Princeton Dr
62	2142	R72 16207 0064	3415 Otterbein Ave
63	2143	R72 03307 0048	253 Medford St
64	2144	R72 13211 0128	803 Ernroe Dr
65	2145	R72 11911 0001	1701-1707 Harold Dr
66	2146	R72 15407 0058	719 Cosler Dr
67	2147	R72 07803 0015	608 Yale Ave
68	2149	R72 11201 0035,0036	2350 Rugby Rd
69	2150	R72 06109 0022	120 Indianola Ave
70	2151	R72 13403 0017,0018	2327 & 2333 Weaver St
71	2152	R72 05204 0037	1225 Lamar St
72	2153	R72 15504 0091	47 Strand Ave
73	2154	R72 11107 0044	129 Cliff St
74	2155	R72 15914 0043	4612 Owens Dr
75	2156	R72 05210 0032	223 Grove Ave
76	2157	R72 10609 0002	404 W Stewart St
77	2158	R72 16908 0014	2425 Vance Rd
78	2159	R72 07107 0033	80 W Norman Ave

79	2160	R72 11703 0013	532 W Fairview Ave
80	2161	R72 11202 0055	2351 Rustic Rd
81	2102	R72 01204 0007,0043	1420 E Fourth St

Section 3. That the sum of money set forth below be paid to Montgomery County for said real estate upon the terms and conditions set forth in this ordinance on file in the office of the Clerk of Commission, and said sum of money is hereby appropriated to be paid out of the following account:

Housing-NRP Fund – P&CD Director’s Office

41741-2380-1159-31

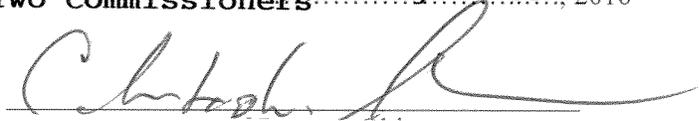
ONE HUNDRED SIXTY TWO THOUSAND DOLLARS AND ZERO CENTS
(\$162,000.00)

Section 4. That the City Manager or the designee is authorized to convey the above properties without further Commission action.

Section 5. For the reasons stated in the preamble hereof, the Commission declares this ordinance to be an emergency measure that shall take effect immediately upon its passage.

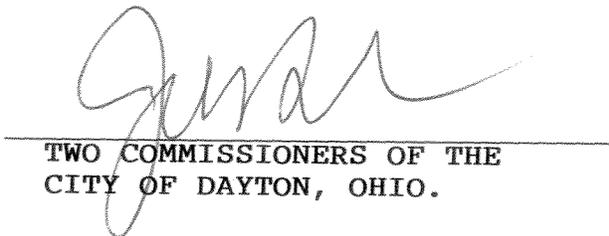
Passed by the Commission **August 24**....., 2016

Signed by **Two Commissioners**..... **August 24**..., 2016



Attest:

Rashella Lawrence
Clerk of the Commission



**TWO COMMISSIONERS OF THE
CITY OF DAYTON, OHIO.**

Approved as to form:

Dwight R. [unclear]
City Attorney

CERTIFICATE OF FUNDS

CT 161492

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

 X New Contract Renewal Contract Change Order:

Contract Start Date	Execution by the City
Expiration Date	N/A
Original Commission Approval	\$ 162,000.00
Initial Encumbrance	\$ 162,000.00
Remaining Commission Approval	\$ -
Original CT/CF	\$ -
Increase Encumbrance	\$ -
Decrease Encumbrance	\$ -
Remaining Commission Approval	\$ -

Required Documentation

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

Amount: <u> \$ 162,000.00 </u> Fund Code <u> 41741 - 2380 - 1159 - 31 - XXXX - XXXX </u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>	Amount: <u> </u> Fund Code <u> XXXX - XXX - XXXX - XX - XXXX - XXXX </u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>
Amount: <u> </u> Fund Code <u> XXXX - XXX - XXXX - XX - XXX - XXXX </u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>	Amount: <u> </u> Fund Code <u> XXXX - XXX - XXXX - XX - XXXX - XXXX </u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>

Attach additional pages for more FOAPALS

Vendor Name: Montgomery County Ohio

Vendor Address: 451 West Third Street Dayton OH 45422-0475
Street City State Zip code + 4

Federal ID: 31-6000172

Commodity Code: 961-64

Purpose:
 This Certificate of Funds is required to pay the various departments and divisions at Montgomery County Ohio, for the Real Estate Acquisition Program (REAP), as set forth in the terms and conditions of the City's Ordinance. In 2015, the following two (2) Certificate of Funds for REAP Ordinances were established: 1) CT 15-1208 (\$118,800) encumbered on July 20th; 2) CT15-1285 (\$150,000) encumbered on November 16th; and in 2016 1) CT16-1384 (\$132,000.00) was encumbered on February 10th. **Note:** This CF request is based on the cost for the acquisition and purchase of eight-one (81) properties at an estimated cost of \$2,000.00 each. (81 x \$2,000.00 = \$162,000.00)

Contact Person Paula Powers x7379 or J. Michael Henderson x3690 Planning & Community Development / Director's Office 8/4/2016
Department/Division Date

Originating Department Director's Signature: J. Michael Henderson for AKS - August 4, 2016

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]

 8-9-16
Date

CF Prepared by: [Signature]

 8/8/16
Date

 CT 161492
CF/CT Number

Finance Department SA 8/4/16



MEMORANDUM

August 16, 2016

TO: Shelley Dickstein, City Manager
City Manager's Office

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

**SUBJECT: Ordinance Authorizing Acceptance, Acquisition, Purchase of
Eighty One Properties and Subsequent Disposition of
Eighty One Properties**

Attached for your review and placement on the August 24, 2016 City Commission calendar is an Ordinance authorizing the acceptance, acquisition, purchase and subsequent disposition of Eighty One (81) properties from Montgomery County in connection with the Real Estate Acquisition Program (REAP). Due to the timeliness to conclude the REAP process, we are requesting this Ordinance be declared an emergency.

The REAP Program allows the City of Dayton to work with Montgomery County to acquire property for redevelopment through tax foreclosure. In 2015 the City received 351 new Lot Links applications and transferred 145 properties to applicants from prior years whose properties had completed the foreclosure process. Approximately 75% of the properties transferred contain structures acquired for rehab and reuse. The remaining properties acquired will be used as yard extensions.

If you have any questions, please contact Paula Powers at extension 7379.

AKS/pgp

Attachment

2nd Reading
6205-16

12.

By:.....

No.

A RESOLUTION

Authorizing the City Manager to Accept a Grant in the Amount of Fifty Thousand Dollars and Zero Cents (\$50,000.00) from the Montgomery County Land Reutilization Corporation, and Declaring an Emergency.

WHEREAS, The Montgomery County Land Reutilization Corporation (MCLRC) has been organized to facilitate the reclamation, rehabilitation and reutilization of vacant, abandoned, tax-foreclosed or other real property within Montgomery County; and

WHEREAS, The MCLRC seeks to assist communities in their redevelopment efforts through a planning grant program; and

WHEREAS, The City applied to the MCLRC for a planning grant to augment the HUD Choice Neighborhood Planning Grant application; and

WHEREAS, For the immediate preservation of the public peace, property, health and safety, it is necessary that this ordinance take effect at an early date; now, therefore,

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

Section 1. That the City Manager or designee is authorized to execute the attached Planning Grant Agreement with the Montgomery County Land Reutilization Corporation and all other necessary documents.

Section 2. For the reasons stated in the preamble hereof, the Commission declares this Resolution to be an emergency measure that shall take effect immediately upon its passage.

Passed by the Commission, 2016

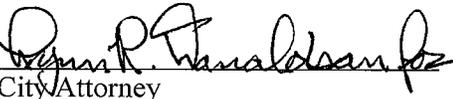
Signed by the Mayor, 2016

Mayor of the City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:


City Attorney

**MONTGOMERY COUNTY LAND REUTILIZATION CORPORATION
PLANNING GRANT AGREEMENT**

THIS AGREEMENT is entered into as of _____, 2016, by and between MONTGOMERY COUNTY LAND REUTILIZATION CORPORATION, an Ohio corporation for non-profit, having an address of 130 West Second Street, Dayton, Ohio (“MCLRC”), and City of Dayton, Ohio (“Participant”).

WITNESSETH:

WHEREAS, in August of 1961, O.R.C. Section 1724.01 became effective and provided for the establishment of county land reutilization corporations for the purpose of facilitating the reclamation, rehabilitation and reutilization of vacant, abandoned, tax-foreclosed or other real property within the county for whose benefit the corporation is organized for the purpose of promoting economic and housing development in the county; and

WHEREAS, pursuant to O.R.C. Section 1724.02, MCLRC has, among other powers, the power to do all acts and things necessary or convenient to carry out the purposes of O.R.C. Section 1724.01; and

WHEREAS, MCLRC has developed a Planning Grant Program to further the development of plans and strategies within the communities to guide their redevelopment efforts; and

WHEREAS, Participant has requested that MCLRC extend funds for use by Participant to develop a plan (the “Project”) with respect to property within Participant’s community and located in Montgomery County, Ohio and more particularly identified and described in “Attachment A” to this Agreement (the “Project Area”); and

WHEREAS, MCLRC and Participant are desirous of mutually cooperating to complete the Project on the terms and conditions stated in this Agreement, and for the purposes provided in "Attachment A"; and

WHEREAS, Participant has sufficient management capability needed to assume the primary administration of the Project, and agreed to involving the MCLRC in its efforts; and

WHEREAS, in light of the foregoing, MCLRC is willing to extend grant funds to Participant for the Project on the terms and conditions stated in this Agreement; and

WHEREAS, on January 26, 2016 by approved motion, MCLRC's Board of Directors (the "Board") approved a grant to Participant in the amount of \$50,000.00 (the "Grant Funds"), from the Land Bank Fund, to provide funding support for the Project; and

WHEREAS, MCLRC's Executive Director (the "Director") has authority to enter into agreements with Participant on behalf of MCLRC for the purpose of extending grants for use in connection with the Project.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements stated in this Agreement, the parties to this Agreement, with the intent to be legally bound, agree as follows:

1. MCLRC agrees to extend to Participant a grant (the "Grant") in the total principal sum of Fifty-Thousand Dollars (\$50,000.00) (the "Grant Funds"), which Participant agrees to use solely and exclusively for developing a plan for the Project Area. No funds will be provided to reimburse the expenses associated with Participant's staff or its services in support of the Project. Participant will assume the responsibility for administering the Project and will complete the same within one year following the approval of the grant by the MCLRC Board of

Directors, unless provided otherwise by its Director, and in compliance with all applicable legal requirements. Before awarding the contract for the Project, Participant will provide to MCLRC both the Request for Proposal issued for the Project and an explanation of the Participant's basis for selecting the contractor. MCLRC will have the right to approve the contractor prior to Participant's award, which approval shall not be unreasonably withheld. Participant further agrees that it will certify the total costs of the Project, including the amount of the MCLRC Grant Funds required in connection with the Project, which shall be submitted with supporting documentation to MCLRC for reimbursement. Participant will for five years following the award of the grant provide written notice annually (January) to the MCLRC of the status of the Project's development and / or the implementation thereof.

2. Upon the parties' signature of this Agreement, MCLRC agrees to provide to Participant the full amount of the Grant Funds on a reimbursement basis, which shall be matched by Participant in an amount equal to twenty-five percent (25%) of the cost of the Project. Participant agrees to deliver to MCLRC copies of invoices, checks, bills and other supporting documentation detailing the work that has been completed as of the date of the reimbursement request, and documentation supporting the amount of monies expended by Participant in the furtherance of the Project. The detail in these statements will include the date of each expenditure, name of the persons or businesses paid, goods or services for which payment was made, and any other information reasonably requested by the Director. Upon completion of the Project, Participant will deliver to the Director a report certifying Participant's expenditures for the total Project.

3. The Grant Funds are to be used solely for the development of a plan. If MCLRC determines that any portion of the Grant Funds were used for any purpose other than for the Project and in accordance with this Agreement, then Participant will repay MCLRC the amount improperly expended within fourteen (14) calendar days after written notice to it by MCLRC that such an improper expenditure has occurred. MCLRC will state in the notice the amount that it believes has been misapplied.

4. Participant agrees that it will maintain all documentation, financial records and other evidence of activities related to the Project, consistent with the records retention requirements of the Ohio Revised Code, for a period of four (4) years after the completion or termination of the Project. After this four (4) year retention period, Participant must notify MCLRC, in writing, of its intent to destroy said records. MCLRC reserves the right to extend the retention period for such records, and if it decides to do so, it will notify Participant in writing. Otherwise, MCLRC will issue to Participant a written Certificate of Records Disposal, it being understood that no records in Participant's possession will be destroyed until Participant has received a Certificate of Records Disposal. Participant also agrees to notify persons or business entities with which it does business in the prosecution of the work comprising the Project of the fact that such person or business entity is receiving public funds and that such funds may be audited by the County Auditor or the State Auditor even though they have been received by a private person or business entity.

5. Under no circumstances will MCLRC be responsible or liable to any person or business for, or on account of, any disbursement of, or failure to disburse, the Grant Funds or any

part thereof, and no contractor, subcontractor, vendor, material supplier, laborer or other party will have a right or claim against MCLRC under this Agreement or in connection with the administration of the Grant.

6. MCLRC will have no duties or obligations whatsoever in connection with the work to be performed pursuant to this Agreement and will have no other obligations except to reimburse the Grant Funds subject to and in accordance with the terms and conditions of this Agreement. MCLRC will not be responsible for the performance or default by Participant or any contractor, subcontractor, vendor, material supplier or other party and will not be responsible in any manner with respect to the completion, protection or correction of any work performed as part of the Project or the payment of any costs or expenses incurred in connection with the Project or any other obligations of Participant. Except as expressly stated in this Agreement, nothing in this Agreement or otherwise will be construed as any warranty or representation of any kind by MCLRC with respect to the Project or otherwise.

7. The parties agree that this Agreement will not be assigned by Participant.

8. During the performance of this Agreement, Participant will not discriminate against any employee or applicant for employment, or any person or business entity considered for engagement by Participant in connection with the Project, because of race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth. Participant will ensure that applicants are employed, that employees are treated during employment and that persons and businesses engaged in the Project are treated, without regard to race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth. Such action will

include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Participant and all persons claiming through Participant agree not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this Agreement, or in reference to any contractors or subcontractors of said Participant.

9. No remedy provided in this Agreement is exclusive of any other available remedy or remedies, but each is cumulative and in addition to every other remedy given to MCLRC under this Agreement or now or hereafter existing at law or in equity.

10. No delay or omission of MCLRC in exercising or enforcing any of its rights, powers, privileges, discretion or remedies will constitute a waiver thereof, and no waiver by MCLRC of any default of Participant under this Agreement will operate as a waiver of any other default. No term or provision of this Agreement will be waived except with the prior written consent of MCLRC.

11. If any term or provision of this Agreement or the application thereof to any entity, person or circumstance is held by a court of competent jurisdiction to be invalid, unenforceable or illegal, then the remainder of this Agreement, or the application of such term or provision to entities, persons or circumstances other than those as to which it is held invalid, unenforceable or illegal, will not be affected thereby, and each remaining term and provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

12. This Agreement contains the entire agreement of the parties with respect to the subject matter addressed in this Agreement. This Agreement will supersede all previous communications, representations or agreements, either written or oral, between the parties to this Agreement. This Agreement will not be modified in any manner except by an instrument, in writing, signed by the parties to this Agreement and approved by proper Resolution of the parties, if necessary.

13. This Agreement and any modifications, amendments, or alterations, are governed, construed, and enforced under the laws of the State of Ohio.

14. The signatures to this Agreement will act as express representations that the signing agents are authorized to bind their respective principals to all rights, duties, remedies, obligations and responsibilities incurred by way of this Agreement.

[Signature page follows immediately]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first stated above.

MONTGOMERY COUNTY LAND
REUTILIZATION CORPORATION

By: _____
Michael J. Grauwelman
Executive Director

City of Dayton, Ohio

By: _____

Title: _____

APPROVED AS TO FORM AND CORRECTNESS

CITY ATTORNEY LJB